

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

**January 9, 2024**

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

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

Public Notices

Code Home Rule Bill No. 6-2023 Adaptive Reuse of Existing Structures in AZD, Located on Parcels Under 20 Acres

Public Hearing Notice

Consent Items

#1 - Regular Session Minutes, December 19, 2023

#2 - Liquor Minutes, December 19, 2023

#3 - C. Henry Price II American Legion Post 246, Raffle Only, January 11 - December 20, 2024

#4 - Bill Mackey, Director, Planning, Housing and Zoning

Maryland Community Development Block Grant Semi-Annual Report for Housing Counseling Grant MD-22-CD-1

#5 - Bill Mackey, Director, Planning, Housing and Zoning

Maryland Community Development Block Grant COVID Round 1 Quarterly Progress Report, Grant No. CV-1-7

Special Class C Licenses

Rock Hall Volunteer Fire Company, Multiple Event, Beer, Wine, and Liquor, January - December 31, 2024

Proclamations

Reverend Dr. Martin Luther King, Jr., Remembrance Day

Proclamation, Living the Dream... Starts with Me

Jonathan Qvarnstrom, Outreach and Marketing Associate, For All Seasons

Proclamation, Human Trafficking Prevention Month

Appointments

Dave Prichard, Area Manager, Boys and Girls Club

Boys and Girls Club of Harford and Cecil Counties

Erik Donald, Project Engineer and Bill Carroll, Project Development, State Highway Administration

National Geodetic Survey

Human Resources Director

Local Management Board

Approval to Fill Systems of Care Coordinator Position

Public Works Director

Mike Moulds, Director, Public Works

Engineering, Bridge Replacement Update Lambson Forest Road

Mike Moulds, Director, Public Works

Engineering, Donation of Used EMS Vehicle

Mike Moulds, Director, Public Works

Water and Wastewater Division, Water and Sewer Allocation Request

County Administrator

Donald E. Sutton, Sr., Mayor of the Town of Betterton

Water and Wastewater Services

Departmental Appointments

Patricia Merritt, Chief Finance Officer, Office of Finance

FY2023 Amended Budget

Jamie Williams, Director, Economic and Tourism Development

Grant and Regrant Agreements - Worton Track Safety Project

Jamie Williams, Director, Economic and Tourism Development

Village of Kennedyville - Broker(s) Opinion of Value

Kent Alcohol and Tobacco Enforcement KATE

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement

21 or None Tobacco Campaign

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement

Tobacco Compliance Check

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement

FY2024 Quarterly Report

Letters for Signature

Citizen Interest Form Received For Planning Commission

Public Comment/Media Review

Procedures For Public Comment

For Your Information

D. Lee Currey, Director of Water and Science Administration: Maryland Department of the Environment

Review of Kent County's Resolution 2023-17 (Toal Park) Amendment

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan



## Contingency Fund

### Contingency and Use of Fund Balance Report

## Closed Session

### Shelley Heller, County Administrator

#### Potential Business Expansion and Legal Advice

Statutory authority to close session General Provisions Art. § 3-305(b) (4) To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; and (7) To consult with counsel to obtain legal advice.

(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.)



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**Code Home Rule Bill No. 6-2023 Adaptive Reuse of Existing Structures  
in AZD, Located on Parcels Under 20 Acres  
1/9/2024  
County Commissioners Meeting**

**Item Summary:**

Public Hearing Notice

**ATTACHMENTS:**

**Description**

CHR Bill No. 6-2023 Adaptive Reuse of Existing Structures in AZD, Located on Parcels Under 20 Acres,  
Public Hearing Notice

CHR Bill No. 6-2023 Adaptive Reuse of Existing Structures in AZD, Located on Parcels Under 20 Acres,  
DRAFT Legislation



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

**December 19, 2023**  
**Legislative Session Day**

**Legislative Session Day**  
**December 19, 2023**

**CODE HOME RULE**  
**BILL NO. 6-2023**

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

AN ACT to amend Chapter 222, Zoning, of the Code of Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, in order to add a new land use and to permit said new use in a single district as a special exception: (1) by adding “2.5 Adaptive reuse of existing structures in AZD, located on parcels under 20 acres” to Article V. District Regulations, Section 1. Agricultural Zoning District, §1.3 Special Exceptions; (2) by adding said new land use as “6. Adaptive reuse of existing structures in AZD, located on parcels under 20 acres” to Article VII. Special Exceptions, Section 6. Procedures, un-numbered second paragraph regarding those special exceptions that may be approved by the Planning Director; (3) by adding six specific conditions, indicated as A through F, for said new land use in “3.5 Adaptive reuse of existing structures in AZD, located on parcels under 20 acres” to Article VII. Special Exceptions, Section 7. Special Exceptions; and (4) by including one non-codified provision.

A hearing will be held on January 23, 2023, at 10:00 a.m. in the Commissioners’ Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online 24 hours in advance of the meeting at [www.kentcounty.com/commissioners/meeting-agenda](http://www.kentcounty.com/commissioners/meeting-agenda). Citizens are encouraged to participate in the public hearing process. If you require communication assistance, please contact the County Commissioner’s Office at (410) 778-4600 and press 4 or visit Maryland Relay at [www.mdrelay.org](http://www.mdrelay.org) no later than noon on Friday, January 19, 2024.

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](http://www.kentcounty.com/commissioners/draft-legislation).

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston  
Clerk

PUBLISH: KCN 12/28/23 & 1/4/2024

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

December 19, 2023  
Legislative Session Day

Legislative Session Day  
December 19, 2023

CODE HOME RULE  
BILL NO. 6-2023

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THE COUNTY COMMISSIONERS  
OF KENT COUNTY, MARYLAND

\_\_\_\_\_  
Ronald H. Fithian, President

INTRODUCED, read the first time, December 19, 2023, ordered posted and public hearing scheduled on January 23, 2024, at 10:00 a.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

\_\_\_\_\_  
Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of the time and place of the hearing and copies having been made available to the public and the press, a public hearing was held on **January 23, 2024**. Reported favorably **[with]** **[without]** amendments; read the second time and ordered to be considered on **February 6, 2024**, a legislative session day.

BILL NO. 6-2023

**CAPITALS & BOLD** INDICATES MATTER ADDED TO EXISTING LAW.

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



**A BILL ENTITLED CHR 6-2023 ADAPTIVE REUSE OF EXISTING  
STRUCTURES IN AZD, LOCATED ON PARCELS UNDER 20 ACRES**

**NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND THAT THE KENT COUNTY LAND USE ORDINANCE IS HEREBY AMENDED AS FOLLOWS:**

**SECTION 1.**

**ARTICLE V.  
DISTRICT REGULATIONS**

**SECTION 1. AGRICULTURAL ZONING DISTRICT (AZD)**

...

**1.3 Special Exceptions**

...

1. Accessory storage structures with a floor area of more than 1,200 square feet or a height that exceeds 17 feet on parcels less than 5 acres

2. Accessory structures in the front yard of through lots

**2.5 ADAPTIVE REUSE OF EXISTING STRUCTURES IN AZD, LOCATED ON PARCELS UNDER 20 ACRES**

3. Adaptive reuse of historic structures

...

**SECTION 2.**

**ARTICLE VII.  
SPECIAL EXCEPTIONS**

**SECTION 6 PROCEDURES**

The application for a special exception shall include a site plan together with such data and information as may be required for a determination of the nature of the proposed use and its effect on the Comprehensive Plan, the neighborhood, and surrounding properties.

The Planning Director may hear and decide the following special exceptions:

1. Accessory storage structures

2. Accessory structures in the front yard requirement of waterfront parcels

3. Accessory structures in the front yard of a through lot or corner lot

4. Assisted living facilities with five to eight beds

5. Day care group

**6. ADAPTIVE REUSE OF EXISTING STRUCTURES IN AZD, LOCATED ON PARCELS UNDER 20 ACRES**

...

### SECTION 3.

#### ARTICLE VII. SPECIAL EXCEPTIONS

#### SECTION 7. SPECIAL EXCEPTIONS

...

1. Accessory storage structures with a floor area of more than 1,200 square feet or a height that exceeds 17 feet on parcels less than 5 acres in AZD, RCD, RC, RR, CAR, and CR.
2. Accessory structures in the front yard of through or corner lots in AZD, RCD, RC, RR, CAR, CR, V, IV, and IVCA.
3. Accessory structures in the front yard requirement of waterfront parcels in RCD and CAR.

#### **3.5 ADAPTIVE REUSE OF EXISTING STRUCTURES IN AZD, LOCATED ON PARCELS UNDER 20 ACRES:**

- A. THE SITE WILL HAVE ACCESS TO A PUBLIC ROAD ADEQUATE FOR THE TRAFFIC GENERATED;**
- B. THE PROPOSED USE WILL NOT GENERATE TRAFFIC OF A TYPE OR AMOUNT INAPPROPRIATE FOR ACCESS ROADS AND THE SURROUNDING AREA;**
- C. THE USE DOES NOT REQUIRE ROAD IMPROVEMENTS DETRIMENTAL TO THE CHARACTER OF THE AREA;**
- D. THE PROPOSED USE DOES NOT CREATE AN UNACCEPTABLE IMPACT BY WAY OF NOISE, ODOR, NOXIOUS MATERIALS OR OTHER NUISANCES; AND**
- E. LANDSCAPING IS IN KEEPING WITH THE CHARACTER OF THE BUILDING OR LOCATION.**
- F. THIS MAY BE REVIEWED VIA AN ADMINISTRATIVE SPECIAL EXCEPTION PROCESS.**

4. Adaptive reuse of historic structures in AZD, RCD, RC, RR, CR, V, IV, IVCA, and M provided:

...

**SECTION 4. BE IT FURTHER ENACTED** by the County Commissioners of Kent County that this Act shall take effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Read Third Time \_\_\_\_\_

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Failed of Passage \_\_\_\_\_

By order of:

\_\_\_\_\_  
Sondra M. Blackiston, Clerk

\_\_\_\_\_  
THE COUNTY COMMISSIONERS  
OF KENT COUNTY, MARYLAND

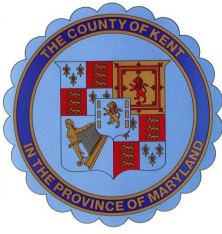
(SEAL)

\_\_\_\_\_  
Ronald H. Fithian, President

\_\_\_\_\_  
Albert H. Nickerson, Member

\_\_\_\_\_  
John F. Price, Member

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



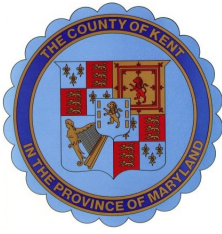
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**#1 - Regular Session Minutes, December 19, 2023  
1/9/2024  
County Commissioners Meeting**

**ATTACHMENTS:**

Description





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**#2 - Liquor Minutes, December 19, 2023  
1/9/2024  
County Commissioners Meeting**

ATTACHMENTS:  
Description



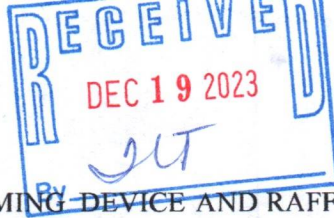
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**#3 - C. Henry Price II American Legion Post 246, Raffle Only, January  
11 - December 20, 2024  
1/9/2024  
County Commissioners Meeting**

ATTACHMENTS:

Description

C. Henry Price II American Legion Post 246, Raffle Only January 11-December 20, 2024



Permit# 1-2024

**MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION**  
Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Name of Organization: C. Henry Price II American Legion Post 246  
Address of Organization: 11 6th Ave Po Box 100 Betterton, Md. 21610  
Telephone: ( ) \_\_\_\_\_  
Is the organization formed or located in Kent County? Yes No  
Does the organization serve the residents of Kent County? Yes No  
Is this organization tax exempt under the provisions of the Internal Revenue Code? Yes No  
Tax Exempt Number: 52-6077825

Person responsible for complying with permit regulations and requirements:

Name: Joseph Clayton  
Address: 23189 Schooner Rd. Chestertown Md. 21620  
E-Mail: joey40clayton@gmail.com  
Telephone: 443-480-2359

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

Location address of fund-raising affair: 11 6th Ave Po Box 100  
Betterton Md. 21610

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

Date(s) of fund-raising: 1-11-2024 Thru 12-20-2024  
per Joey Clayton 12/19/23

Date and Time of Drawing: Friday Begin at: \_\_\_\_\_ End at: 8:30 PM

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

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

Signature of person completing this application: Joey Clayton

Please Select One:

- ☒ Pick Up Joey Clayton - 443-480-2359  
☐ Mail Permit (will be mailed to person responsible)



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

Check the gaming devices to be used at this fund-raising event to award merchandise or cash prizes:

|                                             |                                       |                                        |
|---------------------------------------------|---------------------------------------|----------------------------------------|
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Chance books | <input type="checkbox"/> Paddle Wheels |
| <input type="checkbox"/> Wheels of fortune  | <input type="checkbox"/> Card games   | <input type="checkbox"/> Lotteries     |

|                                      |
|--------------------------------------|
| <input type="checkbox"/> Other _____ |
|--------------------------------------|

Will this fund-raiser be managed and operated only by individuals domiciled in Kent County? ☒ Yes ☐ No  
If no, please explain circumstances:

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Will alcoholic beverages be served or available for purchase at this fund-raising event? ☒ Yes ☐ No

Is the organization a religious organization? ☐ Yes ☒ No

If yes, has it conducted services regularly in Kent County for at least three (3) years? ☐ Yes ☐ No

Where are services conducted and how often? \_\_\_\_\_

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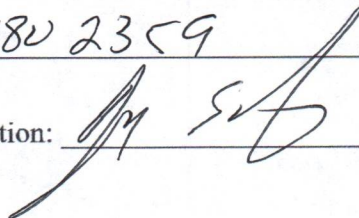
What percentage of funds derived from the multiple gaming devices will be spent or donated to:

\_\_\_\_\_ % Civic      \_\_\_\_\_ % Charitable      \_\_\_\_\_ % Educational

Name, address and telephone of person completing application:

Joseph Clayton  
23189 S Chancery Ln  
Chestertown Md. 21620  
(443) 480 2359

Signature of person completing application: \_\_\_\_\_





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## **#4 - Bill Mackey, Director, Planning, Housing and Zoning 1/9/2024 County Commissioners Meeting**

### **Item Summary:**

Maryland Community Development Block Grant Semi-Annual Report for Housing Counseling Grant MD-22-CD-1

### **ATTACHMENTS:**

#### **Description**

01.09.24 Maryland Community Development Block Grant Semi-Annual Report for Housing Counseling Grant MD-22-CD-1



**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
SEMI-ANNUAL REPORT HOUSING COUNSELING**

| REPORTING PERIOD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                       |                                                                          |                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| July 1 – December 31, 2023 (Due January 10th)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                       | January 1 – June 30, 2023 (Due July 10th)                                |                                                                                                |
| SECTION I: PROJECT INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                       |                                                                          |                                                                                                |
| Grantee: <b>Kent County</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                       | Subrecipient: <b>Maryland Rural Development Corporation</b>              |                                                                                                |
| Project Name: <b>Housing Counseling</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Grant Number: <b>MD-22-CD-1</b>                                       | Grant Start Date: August 24, 2021                                        | Grant End Date: August 31, 2023 ( <b>extended to 2024</b> )                                    |
| National Objective: <b>Benefit to Low- and Moderate-Income Persons – Limited Clientele</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                       | Proposed # of Units: <b>300</b>                                          |                                                                                                |
| Is the project on schedule? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MRDC has reported that housing counseling services have been in low demand. Initial documentation indicates six households have been served.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                       |                                                                          |                                                                                                |
| Will you be able to meet the expenditure deadline for this grant? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Per discussion with MRDC and DHCD, it's expected that the end of ERAP funding will restart counseling.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                       |                                                                          |                                                                                                |
| Was a single audit required during this reporting period? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Kent County, Maryland is audited annually. The audit for County Fiscal Year 2023 is in the final stages of preparation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                       |                                                                          |                                                                                                |
| Did you hold your official second hearing? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> There have been no payments made by Kent County to date, and per documentation on file, very limited services were provided.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                       |                                                                          |                                                                                                |
| SPECIAL REMINDER: Please refer to <i>Special Terms and Conditions</i> section in “Exhibit A” and <i>Implementation Schedule</i> in “Exhibit C” of the grant agreement for grant schedule and deadlines                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                       |                                                                          |                                                                                                |
| SECTION II: PROJECT PROGRESS<br>(please report beneficiaries and attach the beneficiary tracking sheet)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                       |                                                                          |                                                                                                |
| <b>This Maryland CDBG Program grant has been extended to August 31, 2024, in order to allow time for MRDC to be able to provide housing counseling services and bill for the services. FROM PREVIOUS REPORTS:</b> Kent County, MRDC, and Maryland DHCD are in discussions regarding requirements for documentation. The required documentation includes proof of the specific hours that CDBG-funded services were provided (which is usually in the form of daily timesheets showing the CDBG-specific hours worked by funded employees), proof that the CDBG-funded employees that provided the services were paid (which is usually in the form of weekly or bi-weekly employee pay stubs), and proof that 300 persons were served with housing counseling services (which is usually in the form of demographic paperwork that is completed by the persons being served). Alternative documentation and levels of service to be provided are in discussion. |                                                                       |                                                                          |                                                                                                |
| SECTION IV: COMPLETE THIS SECTION FOR THE FINAL REPORT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                       |                                                                          |                                                                                                |
| Is this the final report for this Project? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please complete the questions on page 3 of this report.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                       |                                                                          |                                                                                                |
| SECTION V: GRANTEE CONTACT PERSON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                       |                                                                          |                                                                                                |
| Contact Name: William A. Mackey                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                       | Title: Director, Kent County Department of Planning, Housing, and Zoning |                                                                                                |
| Phone Number: 410-708-4063                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                       | Email Address: wmackey@kentgov.org                                       |                                                                                                |
| SECTION VI: CERTIFICATION OF CHIEF ELECTED OFFICIAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                       |                                                                          |                                                                                                |
| I certify that the information in this report is accurate and correct:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                       |                                                                          |                                                                                                |
| Signature:<br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Title: President of the County Commissioners of Kent County, Maryland |                                                                          | Date:<br> |



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**#5 - Bill Mackey, Director, Planning, Housing and Zoning**  
**1/9/2024**  
**County Commissioners Meeting**

**Item Summary:**

Maryland Community Development Block Grant COVID Round 1 Quarterly Progress Report, Grant No. CV-1-7

**ATTACHMENTS:**

**Description**

01.09.24 Maryland Community Development Block Grant COVID Round 1 Quarterly Progress Report, Grant No. CV-1-7



# MARYLAND CDBG COVID ROUND I QUARTERLY PROGRESS REPORT

| Reporting Period                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                       |                                                                                                                                                                                                        |                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <b>1st Quarter</b><br><b>July 1 – September 31, 2022</b><br><b>Due October 10th</b>                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>2nd Quarter</b><br><b>October 1 – December 31, 2022</b><br><b>Due January 10th</b> | <b>3rd Quarter</b><br><b>January 1 – March 31, 2023</b><br><b>Due April 10th</b>                                                                                                                       | <b>4th Quarter</b><br><b>April 1 – June 30, 2023</b><br><b>Due July 10th</b> |
| Section I: Grant Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                       |                                                                                                                                                                                                        |                                                                              |
| Grantee: Kent County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                       | Grant Number: CV-1-7                                                                                                                                                                                   |                                                                              |
| Section II: Grant Progress                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                       |                                                                                                                                                                                                        |                                                                              |
| <p>Upper Shore Aging portion of the CDBG Program grant has been completed.</p> <p>Mid Shore Pro Bono (MSPB) portion of the CDBG Program grant has been completed.</p> <p>Kent County, MRDC, and DHCD are in discussion regarding documentation for the CDBG Program requirements related to reimbursements for MRDC's staff time on ERAP.</p> <p><b>A letter was submitted by the County on October 31, 2023, recognizing the recapture of a portion of the unspent funds in this grant by the Maryland DHCD.</b></p> |                                                                                       |                                                                                                                                                                                                        |                                                                              |
| Grant Award Amount: \$134,246.39<br>USA \$50,000.00                      MSPB \$5,006.39<br>KeCo Admin \$4,000.00              MRDC ERAP Support \$75,240.00                                                                                                                                                                                                                                                                                                                                                          |                                                                                       | Grant Funds Drawn to Date: \$59,000.00<br>USA \$50,000.00 – reimbursed                      MSPB \$5,000 - reimbursed<br>KeCo Admin \$4,000.00 – reimbursed                      MRDC ERAP Support \$0 |                                                                              |
| Section III: Person Completing Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                       |                                                                                                                                                                                                        |                                                                              |
| Name: William Mackey                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                       | Title: Director, Department of Planning, Housing, and Zoning                                                                                                                                           |                                                                              |
| Phone: 410-778-7423, ext. 9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                       | Email: wmackey@kentgov.org                                                                                                                                                                             |                                                                              |
| Section IV: Certification by Chief Elected Official – I certify to the best of my knowledge that the information contained in this report is true and correct.                                                                                                                                                                                                                                                                                                                                                        |                                                                                       |                                                                                                                                                                                                        |                                                                              |
| Signature:<br><br>                                                                                                                                                                                                                                                                                                                                                                                                                 | Title: President of County Commissioners of Kent<br>County, Maryland                  | Date:<br><br>                                                                                                     |                                                                              |



---

**Rock Hall Volunteer Fire Company, Multiple Event, Beer, Wine, and  
Liquor, January - December 31, 2024  
1/9/2024  
County Commissioners Meeting**

**ATTACHMENTS:**

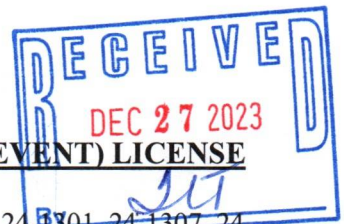
**Description**

Rock Hall Volunteer Fire Co. Multiple Event Class C License

01.09.24 Rock Hall Volunteer Fire Co., Multiple Event Application, Signature Approval and Acceptance

2024 Rock Hall Volunteer Fire Company List of Events





**FIRE COMPANY APPLICATION FOR A SPECIAL CLASS "C" (MULTIPLE EVENT) LICENSE**

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 24-503, 24-1301, 24-1307, 24-1309 and 24-1310 of the Alcoholic Beverage Article, for a Special Class C (Multiple Event) License.

**Permit includes: Beer, Wine, and Liquor Sales**

We submit and certify to the following information and statements as required.

1. The Fire Department/Company on behalf of which the license is desired:

Rock Hall Volunteer Fire Co.

Address 21500 Rock Hall Ave, Rock Hall Md 21661

Select **One** and Initial your choice:

**Twelve** (12) Events per Year (\$200.00) ☒

Initial selection: Lg

**Twenty-four** (24) Events per Year (\$400.00) ☐

Initial selection: \_\_\_\_\_

2. This function is operated on Fire Department/Company grounds and is exclusively for the Fire Department/Company.

3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.

4. The applicants have not had a license for the sale of alcoholic beverages revoked.

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? ☐ Yes or ☒ No

6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which license is desired.

7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.

Please Select One:

☐ Pick Up

☒ Mail Permit (will be mailed to above address)



9. Applicants

(1) Kenneth W. Sutton 5756 Cherry St, Rock Hall, MD 21661  
Name Residence  
50 yrs Treasurer 410-708-7263  
Length of Residence in Kent Co. Committee Title Phone No. Kenneth W. Sutton  
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 27<sup>th</sup> day of Dec, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Kenneth W. Sutton the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

(2) Linda M. Kimble 21175 Haven Rd Rock Hall Md 21661  
Name Residence  
60 years Sec - Aux 410-639-7483  
Length of Residence in Kent Co. Committee Title Phone No. Linda M. Kimble  
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 27<sup>th</sup> day of Dec, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Linda M. Kimble the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

(3) Sharon Truitt 21120 Spring Cove Rd Rock Hall 21661  
Name Residence  
18 + 24 Pres Aux 410 7086647  
Length of Residence in Kent Co. Committee Title Phone No. Sharon Truitt  
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 27<sup>th</sup> day of Dec, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Sharon Truitt the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

STATEMENT OF OWNER/ENTITY OF PREMISES REQUIRED IN CONNECTION WITH  
ALCOHOLIC BEVERAGES LAWS OF MARYLAND

I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) OR (I, We) have been given authorization by the Entity to act on their behalf of the property named with the submission of this application under the Alcoholic Beverages Laws of Maryland and agrees to the issuance of the license. This statement does hereby authorize a warrantless inspection and search of the premises at any time in any part of the building in which the business is to be conducted by the Comptroller, the Commission, the Board of License Commissioners of Kent County and its authorized agents and employees, or a peace officer of the county or municipality where the business is located.

SIGNATURE OF OWNER: Robert A. Glenn PRINT NAME: Robert A. Glenn

SIGNATURE OF OWNER: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

NAME OF ENTITY: Rock Hill Volunteer Fire Company

AUTHORIZED AGENT SIGNATURE: Krista Williams PRINT NAME: Krista Williams

TITLE OF AUTHORIZED AGENT: Assistant Chief

NOTARY  
OWNER/ENTITY OF PREMISES

STATE OF MARYLAND, COUNTY OF Kent:

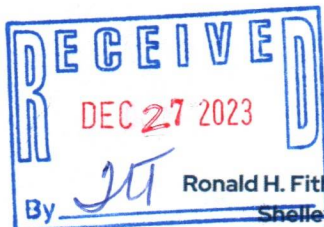
THIS CERTIFIES, That on the 27<sup>th</sup> day of Dec, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Robert A. Glenn and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



Linda M. George





## Board of License Commissioners

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

### SPECIAL CLASS "C" (MULTIPLE EVENT) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Multiple Event) License it is important that you realize the responsibility that goes with the issuance of the license. All persons using this license as authorized under Sections 4-1202, 4-1208, 24-503, 24-1301, 24-1307, 24-1309 and 24-1310 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to sell, purchase, or consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

This license may **ONLY** be issued to a Fire Department/Company. This license shall not be transferred or reassigned.

Cost of a Special Class "C" Multiple Event License is: **Twelve (12) Events per Year \$200.00 OR Twenty-four (24) Events per Year \$400.00** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of Fire Department/Company Rock Hall Vol. Fire Co.

Address 21500 Rock Hall Ave, Rock Hall Md. 21661

Name Linda M. George Linda M. George  
(Please Print) (Signature)

Phone # 443-480-0675 Date 12/27/2023



## Kent Alcohol and Tobacco Enforcement

Date: January 9, 2024

Establishment: Rock Hall Volunteer Fire Company

Re: 2024 Multiple Event License Application

Best efforts were used to complete a review of the application for Rock Hall Volunteer Fire Company. An irregularity was noted by the County Attorney regarding the Statement of the Owner/Entity.

I examined the signatures of Robert A. Glenn and Krista Williams. Mr. Glenn's signature was properly notarized. The attached exhibit confirms that Mr. Glenn is the President of Rock Hall Volunteer Fire Co. and noted as part of the Administrative Officer List for 2024. This is consistent with the 2022 and 2023 applications. I accept Mr. Glenn's signature and substitute Ms. Williams for Mr. Glenn as the authorized agent. This explanatory document is part of the application and files.

Respectfully submitted,

Sondra M. Blackiston, Clerk/KATE Manager

Attachment 1



Public Information Officer - Brian Jones

## 2024 RHVFC Administrative Officers

President – Andy Glenn

Vice President – Becca Demchyk

Treasurer – Kimberly Capel

Assistant Treasurer – Linda George

Secretary – Andrea Edwards

Assistant Secretary – Carol Kendall

Public Information Officer – Brian Jones

The Rock Hall Volunteer Fire Company is an all-volunteer organization whose



iting new members to become EMT's, Paramedics and Firefighters.

The Rock Hall Volunteer



## Tonya Thomas

---

**From:** Linda George <lmg63@live.com>  
**Sent:** Thursday, January 4, 2024 2:08 PM  
**To:** Tonya Thomas  
**Subject:** Re: 2024 Rock Hall List of Events

### ATTENTION!

This email originated from an external source. DO NOT CLICK any links or attachments unless you recognize the sender and know the content is safe.

- KCIT Helpdesk

---

Add July 27th - Gun Bash - full bar

Get Outlook for iOS

---

**From:** Linda George <lmg63@live.com>  
**Sent:** Thursday, January 4, 2024 2:06:17 PM  
**To:** Tonya Thomas <tthomas@kentgov.org>  
**Subject:** Re: 2024 Rock Hall List of Events

March 2nd - Appreciation  
March 16th - Purse Bash - beer, wine & seltzers.  
May 4th - full bar (Strannaham)  
September 7th - scrapple fest . Beer only  
October 5th - NWTF , full bar  
Nov 16th - Glenn wedding - full bar  
Dec 31st - NYE full bar

Get Outlook for iOS

---

**From:** Tonya Thomas <tthomas@kentgov.org>  
**Sent:** Wednesday, January 3, 2024 4:25:12 PM  
**To:** Linda George <lmg63@live.com>  
**Subject:** 2024 Rock Hall List of Events

Good afternoon, Ms. Linda.

Happy New Year!

Just a friendly reminder: The Commissioners will meet on January 9<sup>th</sup> to review your application. Please send a list of events when they are available.

Thank you,  
Tonya



**Tonya Thomas**

Deputy Clerk II/Office of the Kent County Commissioners

**Kent County, Maryland**

**400 High Street,  
Chestertown, MD 21620**

**410-810-2225**

**tthomas@kentgov.org**

CONFIDENTIALITY NOTICE: The information contained in this electronic message is confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this electronic message to the intended recipient, you are hereby notified that any dissemination or copying of this communication is strictly prohibited. If you have received this electronic message in error, please immediately notify us by telephone and return or destroy the original message to ensure that it is not read, copied, or distributed by others.



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## **Reverend Dr. Martin Luther King, Jr., Remembrance Day 1/9/2024 County Commissioners Meeting**

### **Item Summary:**

Proclamation, Living the Dream... starts with me

### **ATTACHMENTS:**

#### **Description**

01.09.24 Proclamation, Reverend Dr. Martin Luther J. King, Remembrance Day



# *Kent County, Maryland*



## *Proclamation*

**Reverend Dr. Martin Luther King, Jr.**  
**"Living the Dream... Starts with Me"**  
*January 15, 2024*

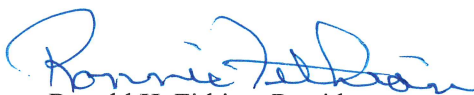
**WHEREAS,** Martin Luther King, Jr., was born on January 15, 1929, and in 1983, President Ronald Reagan signed a bill making Martin Luther King, Jr. Day a federal holiday. As a result, Americans commemorate Reverend Dr. Martin Luther King Jr.'s birthday on the third Monday in January of each year; and

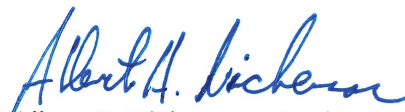
**WHEREAS,** Rev. Dr. Martin Luther King, Jr.'s accomplishments as a clergyman, Nobel Peace Prize Recipient, author and advocate for securing the enactment of the 1964 Civil Rights Act, the 1965 Voting Rights Act and the 1968 Fair Housing Act emphasize the principles of equality as a cornerstone of our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

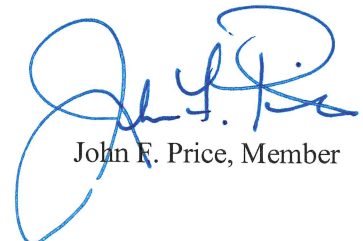
**WHEREAS,** On August 28, 1963, Rev. Martin Luther King, Jr. from the steps of the Lincoln Memorial in Washington, D.C. shared his dream with all Americans that all people can live and work together as one in "I Have A Dream" speech, that will forever inspire the victims of unfair discrimination.

**NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND,** do hereby proclaim January 15, 2024, as "**Reverend Dr. Martin Luther King, Jr. Remembrance Day**", in Kent County, and join the Minary's Dream Alliance, Inc., Washington College, and the Kent County NAACP, to honor the memory of Reverend Dr. Martin Luther King, Jr. on this day.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

  
Ronald H. Fithian, President

  
Albert H. Nickerson, Member

  
John F. Price, Member

January 9, 2024



---

**Jonathan Qvarnstrom, Outreach and Marketing Associate, For All  
Seasons  
1/9/2024  
County Commissioners Meeting**

**Item Summary:**

Proclamation, Human Trafficking Prevention Month

**ATTACHMENTS:**

**Description**

01.09.24 Proclamation, Human Trafficking Prevention Month

# *Kent County, Maryland*



## *Proclamation*

### **National Human Trafficking Prevention Month January**

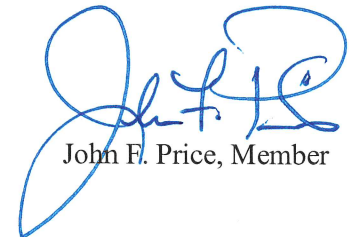
- WHEREAS,** Human Trafficking is a serious problem on the Eastern Shore, where traffickers use violence, threats, deception, and other manipulative tactics to force and coerce young and adult individuals to provide labor and services against their will; and
- WHEREAS,** The Eastern Shore Human Trafficking Task Force is engaged in Anti-Human Trafficking actions by encouraging and promoting awareness and prevention of Human Trafficking; and
- WHEREAS,** January is Human Trafficking Prevention Month across the Nation, which formally recognizes that human trafficking consistently occurs in the United States and emphasizes the need for the public and private sectors to come together to focus on prevention, prosecution, partnerships, and support for survivors; and

**NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND,** can join in the national movement and proclaim January, as “**National Human Trafficking Prevention Month**”, in Kent County.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

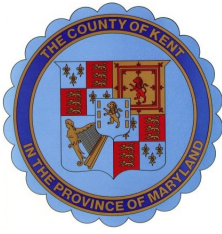
  
Ronald H. Fithian, President

  
Albert H. Nickerson, Member

  
John F. Price, Member

January 9, 2024





---

**Dave Prichard, Area Manager, Boys and Girls Club**  
**1/9/2024**  
**County Commissioners Meeting**

**Item Summary:**

Boys and Girls Club of Harford and Cecil Counties



---

**Erik Donald, Project Engineer and Bill Carroll, Project Development,  
State Highway Administration  
1/9/2024  
County Commissioners Meeting**

**Item Summary:**

National Geodetic Survey

**ATTACHMENTS:**

**Description**

01.09.24 SHA - National Geodetic Survey, Kent County Benchmark Densification 20240109

January 9, 2024

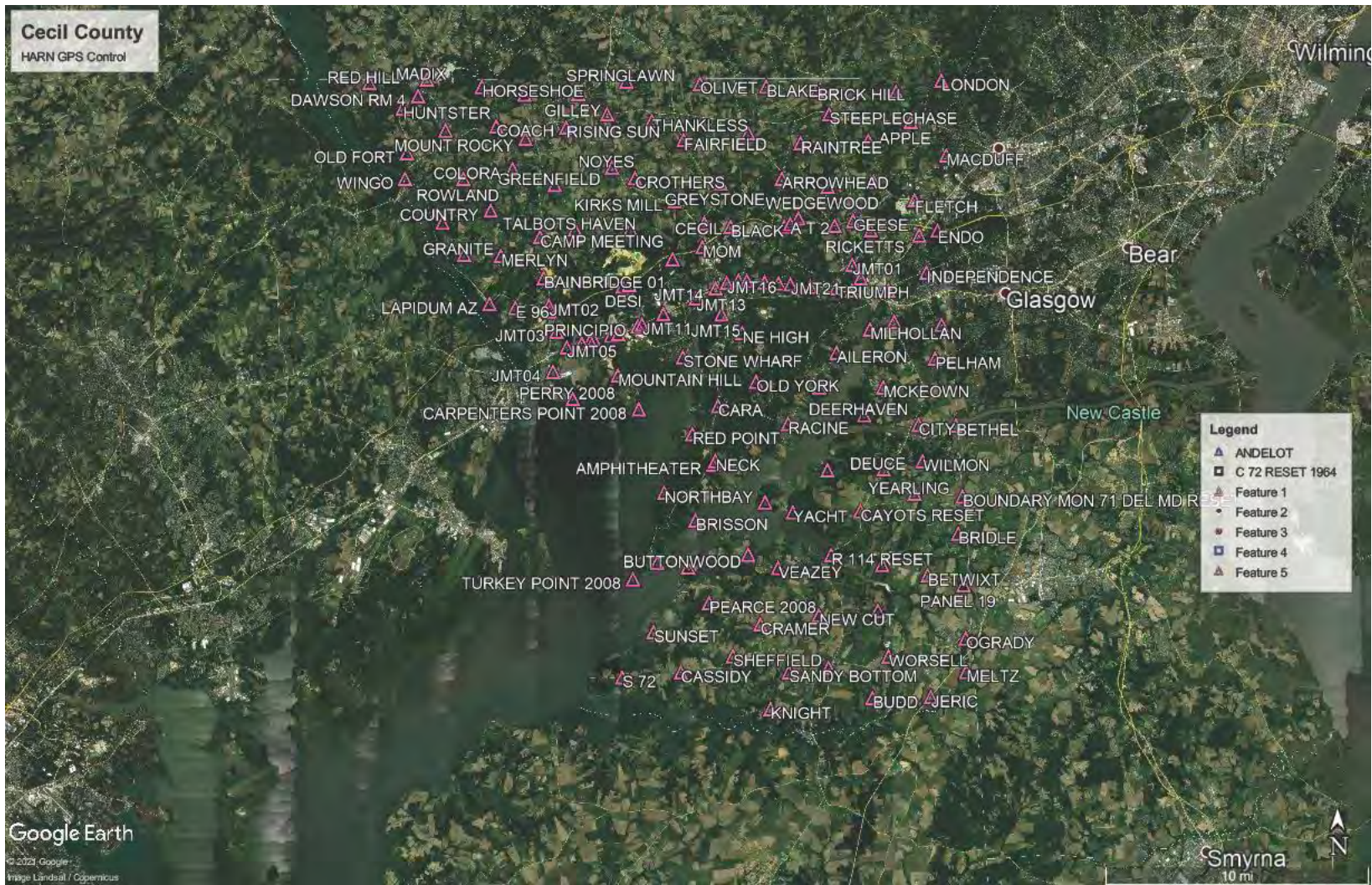
**MDOT – SHA**  
*Kent County Commissioners*  
*Presentation*  
**GPS/GIS CONTROL**

**KENT COUNTY,  
MARYLAND**

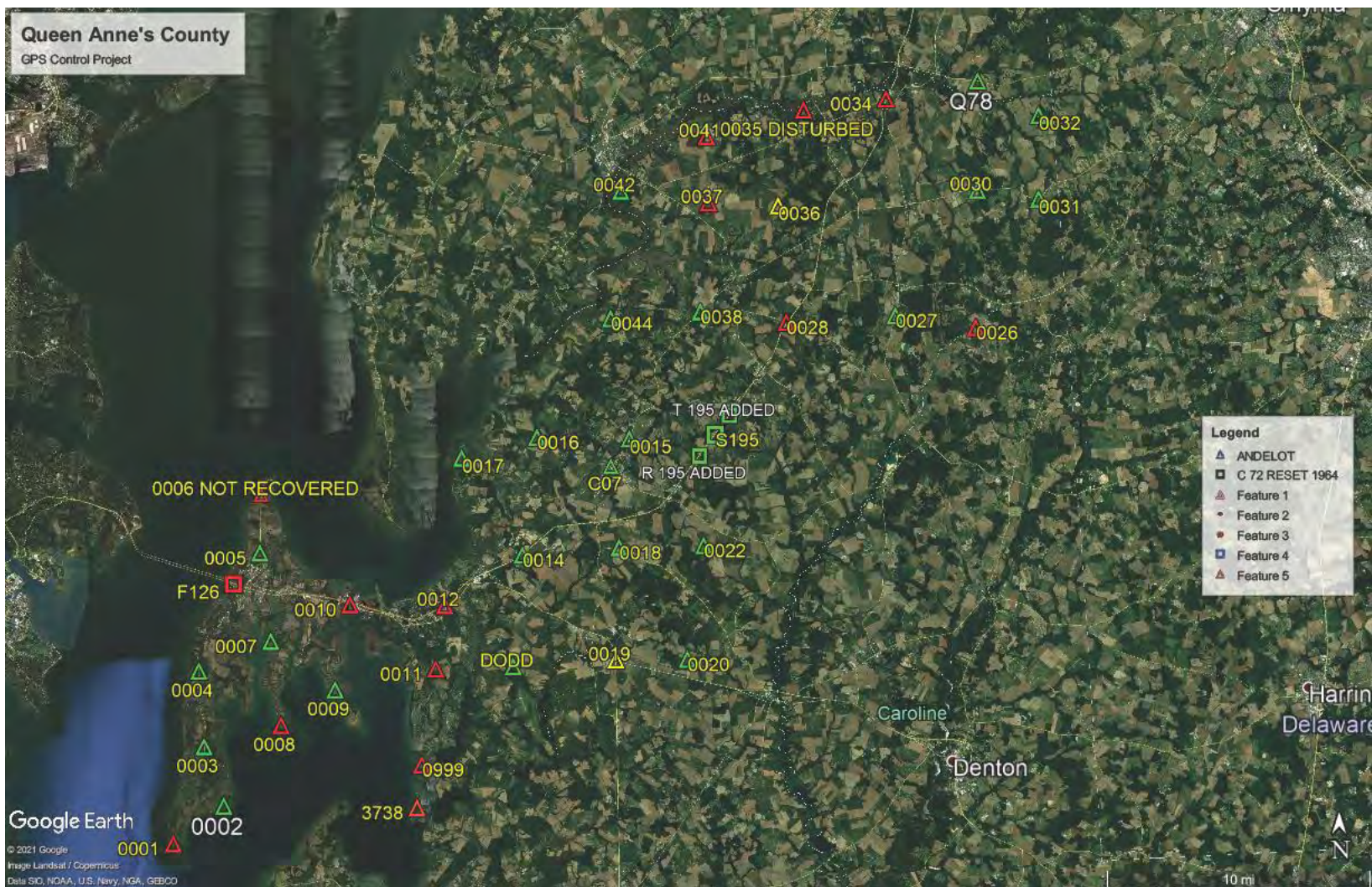
Presented by: Erik Donald  
Office of Highway Development  
Plats & Surveys Division  
And Bill Carroll  
D-2 Project Development









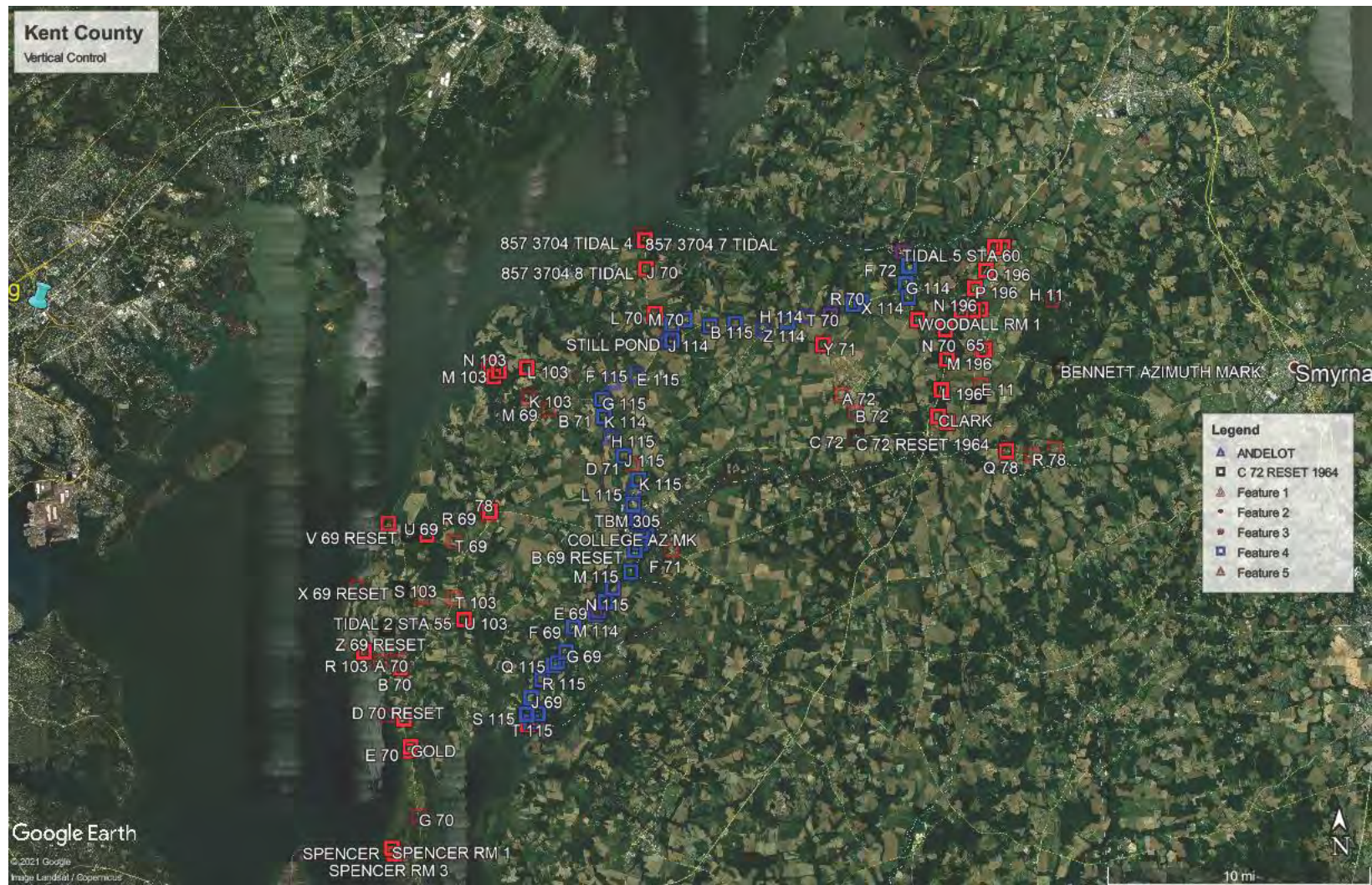




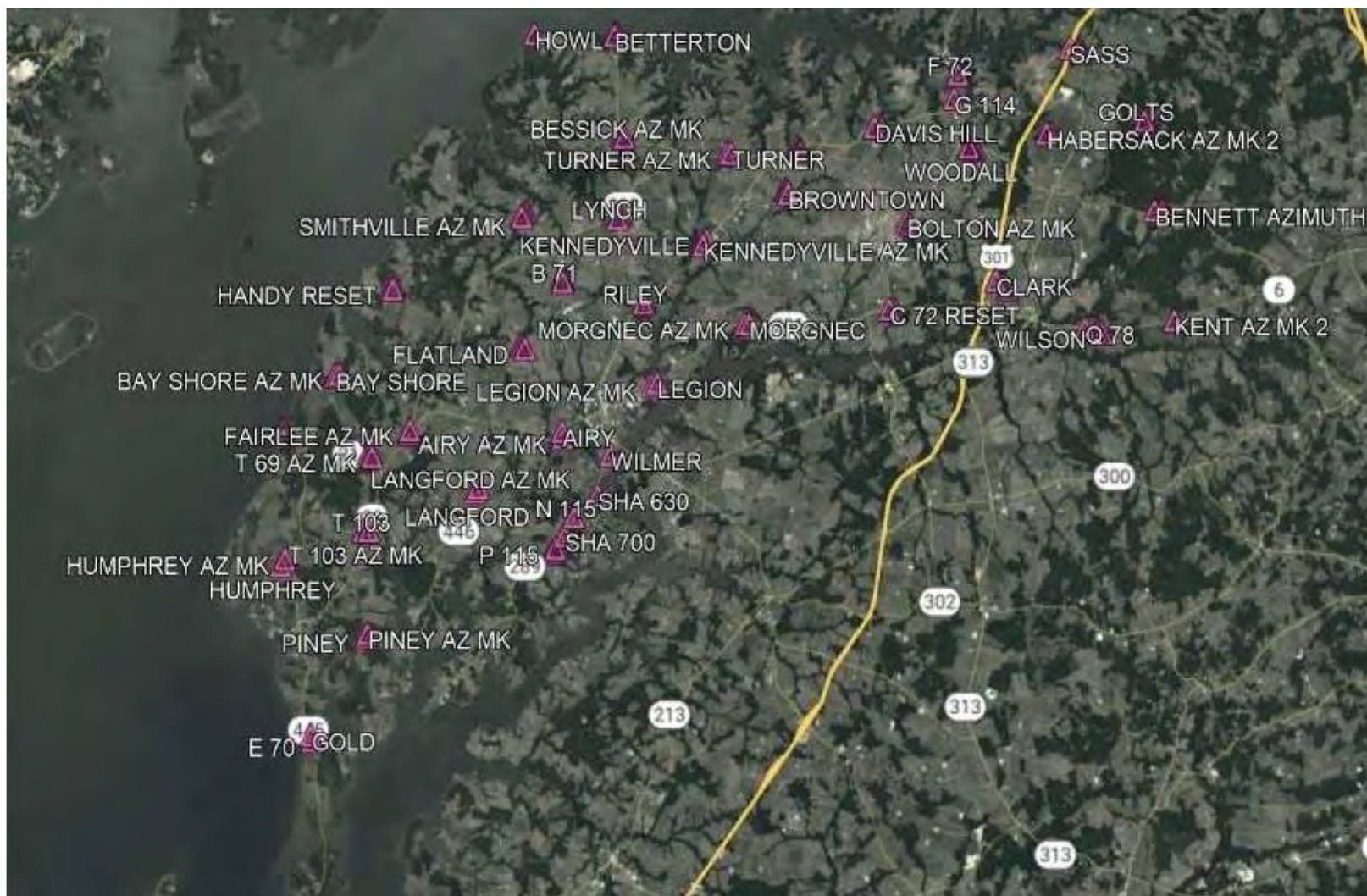




### Vertical Control

















## The NGS Data Sheet

See file [data.pdf](#) for more information about the datasheet.

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PROGRAM = datasheet95, VERSION = 8.12.5.16
Starting Datasheet Retrieval...
1 National Geodetic Survey, Retrieval Date = JANUARY 9, 2024
DR9408 *****
DR9408 HT MOD - This is a Height Modernization Survey Station.
DR9408 DESIGNATION - HANDY RESET
DR9408 PID - DR9408
DR9408 STATE/COUNTY- MD/KENT
DR9408 COUNTRY - US
DR9408 USGS QUAD - HANESVILLE (2016)
DR9408
DR9408 *CURRENT SURVEY CONTROL
DR9408
DR9408 NAD 83 (2011) POSITION- 39 16 13.41538 (N) 076 11 01.78588 (W) ADJUSTED
DR9408 NAD 83 (2011) ELLIP HT- -22.718 (meters) (09/18/23) ADJUSTED
DR9408 NAD 83 (2011) EPOCH - 2010.00
DR9408 NAVD 88 ORTHO HEIGHT - 10.54 (meters) 34.6 (feet) GPS OBS
DR9408
DR9408 GEOID HEIGHT - -33.266 (meters) GEOID18
DR9408 NAD 83 (2011) X - 1,180,751.242 (meters) COMP
DR9408 NAD 83 (2011) Y - -4,801,307.839 (meters) COMP
DR9408 NAD 83 (2011) Z - 4,015,586.755 (meters) COMP
DR9408 LAPLACE CORR - -1.79 (seconds) DEFLEC18
DR9408
DR9408 Network accuracy estimates per FGDC Geospatial Positioning Accuracy
DR9408 Standards:
DR9408 FGDC (95% conf, cm) Standard deviation (cm) CorrNE
DR9408 Horiz Ellip SD_N SD_E SD_h (unitless)
DR9408 -----
DR9408 NETWORK 0.79 1.90 0.34 0.30 0.97 -0.15540860
DR9408 -----
DR9408 Click here for local accuracies and other accuracy information.
DR9408
DR9408 The horizontal coordinates were established by GPS observations
DR9408 and adjusted by the MD DEPT OF TRANSP in September 2023.
DR9408
DR9408 NAD 83 (2011) refers to NAD 83 coordinates where the reference frame has
DR9408 been affixed to the stable North American tectonic plate. See
DR9408 NAD2011 for more information.
DR9408
DR9408 The horizontal coordinates are valid at the epoch date displayed above
DR9408 which is a decimal equivalence of Year/Month/Day.
DR9408
DR9408 The orthometric height was determined by GPS observations and a
DR9408 high-resolution geoid model using precise GPS observation and
DR9408 processing techniques.
DR9408
DR9408 Significant digits in the geoid height do not necessarily reflect accuracy.
DR9408 GEOID18 height accuracy estimate available here.
DR9408
DR9408 Click photographs - Photos may exist for this station.
DR9408
DR9408 The X, Y, and Z were computed from the position and the ellipsoidal ht.
DR9408
DR9408 The Laplace correction was computed from DEFLEC18 derived deflections.
DR9408
DR9408 The ellipsoidal height was determined by GPS observations
DR9408 and is referenced to NAD 83.

```

```

DR9408
DR9408 The following values were computed from the NAD 83 (2011) position.
DR9408
DR9408 North East Units Scale Factor Converg.
DR9408 SPC MD - 178,338.403 470,429.232 MT 0.99997351 +0 30 44.1
DR9408 SPC MD - 585,098.58 1,542,399.91 sFT 0.99997351 +0 30 44.1
DR9408 UTM 18 - 4,347,450.940 397,879.980 MT 0.99972840 -0 44 57.9
DR9408
DR9408 Elev Factor x Scale Factor = Combined Factor
DR9408 SPC MD - 1.00000356 x 0.99997351 = 0.99997707
DR9408 UTM 18 - 1.00000356 x 0.99972840 = 0.99973196
DR9408
DR9408 U.S. NATIONAL GRID SPATIAL ADDRESS: 18SUJ9787947450 (NAD 83)
DR9408
DR9408 SUPERSEDED SURVEY CONTROL
DR9408
DR9408 No superseded survey control is available for this station.
DR9408
DR9408 MARKER: DD = SURVEY DISK
DR9408 SETTING: 7 = SET IN TOP OF CONCRETE MONUMENT
DR9408 STAMPING: HANDY RESET 2021
DR9408 MARK LOGO: MDSHA
DR9408 PROJECTION: RECESSED 5 CENTIMETERS
DR9408 MAGNETIC: N = NO MAGNETIC MATERIAL
DR9408 STABILITY: C = MAY HOLD, BUT OF TYPE COMMONLY SUBJECT TO
DR9408 STABILITY: SURFACE MOTION
DR9408 SATELLITE: THE SITE LOCATION WAS REPORTED AS SUITABLE FOR
DR9408 SATELLITE: SATELLITE OBSERVATIONS - December 26, 2021
DR9408
DR9408 HISTORY - Date Condition Report By
DR9408 HISTORY - 20211226 MONUMENTED MDSHA
DR9408
DR9408 STATION DESCRIPTION
DR9408
DR9408 DESCRIBED BY MARYLAND DOT HIGHWAY ADMINISTRATION 2021 (EBD)
DR9408 THE MARK IS LOCATED ABOUT 7.6 MI (12.2 KM) NORTHWEST OF CHESTERTOWN,
DR9408 4.9 MI (7.9 KM) WEST OF WORTON, 3.4 MI (5.5 KM) NORTH OF FAIRLEE AND
DR9408 2.6 MI (4.2 KM) WEST OF HANESVILLE.
DR9408
DR9408 TO REACH THE MARK FROM THE JUNCTION OF MD 297 AND MD 298 W, GO
DR9408 SOUTHWEST ON MD 298 W FOR 3.68 MI (5.92 KM) TO AN INTERSECTION. TURN
DR9408 RIGHT AND GO WEST ON HANDY POINT ROAD FOR 2.39 MI (3.85 KM) TO THE
DR9408 MARK ON THE RIGHT.
DR9408
DR9408 THE MARK IS 44.5 FT (13.6 M) EAST-NORTHEAST OF A UTILITY POLE NUMBERED
DR9408 DEL 30520-26248, 38.5 FT (11.7 M) EAST-NORTHEAST OF THE SOUTHWEST END
DR9408 OF A 24 INCH (61 CM) CORRUGATED METAL PIPE UNDER THE DRIVEWAY OF 22677
DR9408 HANDY POINT ROAD, 23.5 FT (7.2 M) SOUTHWEST OF A TELEPHONE PEDESTAL
DR9408 NUMBERED 74, 12.5 FT (3.8 M) EAST-SOUTHEAST OF THE CENTERLINE OF HANDY
DR9408 POINT ROAD SET IN THE TOP OF A 12-IN (30 CM) ROUND CONCRETE POST AND
DR9408 ABOUT 0.2 FT (6 CM) LOWER THAN THE GROUND.

```

# The NGS Data Sheet

See file [dsdata.pdf](#) for more information about the datasheet.

```

PROGRAM = datasheet95, VERSION = 8.12.5.16
Starting Datasheet Retrieval...
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DR9408 STATE/COUNTY - MD/KENT
DR9408 COUNTRY - US
DR9408 USGS QUAD - HANESVILLE (2016)
DR9408
DR9408 *CURRENT SURVEY CONTROL
DR9408
DR9408 * NAD 83(2011) POSITION- 39 16 13.41538(N) 076 11 01.78588(W) ADJUSTED
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DR9408 * NAVD 88 ORTHO HEIGHT - 10.54 (meters) 34.6 (feet) GPS OBS
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DR9408 Standards:
DR9408 FGDC (95% conf, cm) Standard deviation (cm) CorrNE
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DR9408 NA2011 for more information.
DR9408
DR9408 The horizontal coordinates are valid at the epoch date displayed above
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DR9408
DR9408 The orthometric height was determined by GPS observations and a
DR9408 high-resolution geoid model using precise GPS observation and
DR9408 processing techniques.
DR9408
DR9408 Significant digits in the geoid height do not necessarily reflect accuracy.
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DR9408 Click photographs - Photos may exist for this station.
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DR9408 The Laplace correction was computed from DEFLEC18 derived deflections.
DR9408
DR9408 The ellipsoidal height was determined by GPS observations
DR9408 and is referenced to NAD 83.

```



DR9408  
 DR9408. The following values were computed from the NAD 83(2011) position.  
 DR9408  
 DR9408;  

|               | North           | East         | Units | Scale Factor | Converg.   |
|---------------|-----------------|--------------|-------|--------------|------------|
| DR9408;SFC MD | - 178,338.403   | 470,429.232  | MT    | 0.99997351   | +0 30 44.1 |
| DR9408;SFC MD | - 585,098.58    | 1,543,389.91 | MT    | 0.99997351   | +0 30 44.1 |
| DR9408;UTM 18 | - 4,347,450.940 | 397,879.980  | MT    | 0.99972840   | -0 44 57.9 |

 DR9408  
 DR9408!  

|               | Elev Factor  | x | Scale Factor | = | Combined Factor |
|---------------|--------------|---|--------------|---|-----------------|
| DR9408!SFC MD | - 1.00000356 | x | 0.99997351   | = | 0.99997707      |
| DR9408!UTM 18 | - 1.00000356 | x | 0.99972840   | = | 0.99973196      |

 DR9408  
 DR9408\_U.S. NATIONAL GRID SPATIAL ADDRESS: 18SUJ9787947450 (NAD 83)  
 DR9408  
 DR9408 SUPERSEDED SURVEY CONTROL  
 DR9408  
 DR9408.No superseded survey control is available for this station.  
 DR9408  
 DR9408\_MARKER: DD = SURVEY DISK  
 DR9408\_SETTING: 7 = SET IN TOP OF CONCRETE MONUMENT  
 DR9408\_STAMPING: HANDY RESET 2021  
 DR9408\_MARK LOGO: MDSHA  
 DR9408\_PROJECTION: RECESSED 5 CENTIMETERS  
 DR9408\_MAGNETIC: N = NO MAGNETIC MATERIAL  
 DR9408\_STABILITY: C = MAY HOLD, BUT OF TYPE COMMONLY SUBJECT TO  
 DR9408+STABILITY: SURFACE MOTION  
 DR9408\_SATELLITE: THE SITE LOCATION WAS REPORTED AS SUITABLE FOR  
 DR9408+SATELLITE: SATELLITE OBSERVATIONS - December 26, 2021  
 DR9408  

| HISTORY        | - Date     | Condition  | Report By |
|----------------|------------|------------|-----------|
| DR9408 HISTORY | - 20211226 | MONUMENTED | MDSHA     |

 DR9408  
 DR9408 STATION DESCRIPTION  
 DR9408  
 DR9408'DESCRIBED BY MARYLAND DOT HIGHWAY ADMINISTRATION 2021 (EBD)  
 DR9408'THE MARK IS LOCATED ABOUT 7.6 MI (12.2 KM) NORTHWEST OF CHESTERTOWN,  
 DR9408'4.9 MI (7.9 KM) WEST OF WORTON, 3.4 MI (5.5 KM) NORTH OF FAIRLEE AND  
 DR9408'2.6 MI (4.2 KM) WEST OF HANESVILLE.  
 DR9408'  
 DR9408'TO REACH THE MARK FROM THE JUNCTION OF MD 297 AND MD 298 W, GO  
 DR9408'SOUTHWEST ON MD 298 W FOR 3.68 MI (5.92 KM) TO AN INTERSECTION. TURN  
 DR9408'RIGHT AND GO WEST ON HANDY POINT ROAD FOR 2.39 MI (3.85 KM) TO THE  
 DR9408'MARK ON THE RIGHT.  
 DR9408'  
 DR9408'THE MARK IS 44.5 FT (13.6 M) EAST-NORTHEAST OF A UTILITY POLE NUMBERED  
 DR9408'DPL 30520-26248, 38.5 FT (11.7 M) EAST-NORTHEAST OF THE SOUTHWEST END  
 DR9408'OF A 24 INCH (61 CM) CORRUGATED METAL PIPE UNDER THE DRIVEWAY OF 22677  
 DR9408'HANDY POINT ROAD, 23.5 FT (7.2 M) SOUTHWEST OF A TELEPHONE PEDESTAL  
 DR9408'NUMBERED 74, 12.5 FT (3.8 M) EAST-SOUTHEAST OF THE CENTERLINE OF HANDY  
 DR9408'POINT ROAD SET IN THE TOP OF A 12-IN (30 CM) ROUND CONCRETE POST AND  
 DR9408'ABOUT 0.2 FT (6 CM) LOWER THAN THE GROUND.



# National Geodetic Survey

Positioning America for the Future

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[Tools](#)

[Surveys](#)

[Science & Education](#)

[Search](#)

## Finding Survey Marks and Datasheets

NGS provides information about survey marks (including bench marks) in text **datasheets** or in GIS **shapefiles**. Note some survey markers installed by other organizations may not be available through NGS. To learn more about survey marks, visit our **Frequently Asked Questions (FAQs)**. Visit here for **updates to the Datasheet format**.

### Select a data format:



**Datasheets** can be viewed in word processors or as text files.  
[View an example datasheet online.](#)



**Shapefiles** can be used in GIS software.

### Select a retrieval method:

#### Interactive Maps:



Zoom to your location of interest and search for geodetic control.  
Use: **NGS Map** or **DS World**.

#### Archived Control:

## Retrieval Options

### Interactive Maps



NGS Map

Use **NGS map** or **US world**.

#### Archived Control:



Download data for an entire state at once (generated once a month). Read more about **archived datasheets** and **archived shapefiles**. Archived control by state is recommended for large downloads (>20).



#### Search By:

Submit queries based on location (e.g. county) or mark information (e.g. station name).

#### Mark Recovery

##### Submit Mark Recovery

You may find or "recover" a survey mark and review information about it online. Sometimes, you may want to update the information about a mark you find by reporting its current condition or submitting a photograph. This can be very helpful if you find physical evidence that the mark is destroyed. **Learn more about submitting a recovery note online.**

#### Beta Passive Mark Page

The **Beta Passive Mark Page** is a new product that presents the information that is on the Datasheet, but with a modern interface. Additional information that is not displayed on the Datasheet is also included. This product is in a Beta testing stage, meaning that NGS appreciates receiving feedback. Please email [ngs.feedback@noaa.gov](mailto:ngs.feedback@noaa.gov) to provide feedback.

#### Tidal Bench Marks

#### NGS Map

In the menus below click the icons for different formats.



for text Datasheets or



for GIS Shapefiles.

#### Archived Control

Monthly Archives by State:



#### Search By

Station Name(s)



PIDs – Permanent Identifiers



County



Radial Search



Rectangular Search



USGS Quad(s)



Project Identifier(s)



Load Date(s)



CORS Site ID(s)



For NGS Internal use only



**Pick a State:**

- IDAHO
- ILLINOIS
- INDIANA
- IOWA
- KANSAS
- KENTUCKY
- LOUISIANA
- MAINE
- MARYLAND**
- MASSACHUSETTS
- MICHIGAN
- MISSISSIPPI
- MISSOURI
- MONTANA
- MINNESOTA
- NEBRASKA
- NEVADA
- NEW HAMPSHIRE
- NEW JERSEY
- NEW MEXICO

Get County List

Reset

Select a County to get a list of control points.

**Pick a County:**

|        |                |
|--------|----------------|
| MD 017 | CHARLES        |
| MD 019 | DORCHESTER     |
| MD 021 | FREDERICK      |
| MD 023 | GARRETT        |
| MD 025 | HARFORD        |
| MD 027 | HOWARD         |
| MD 029 | KENT           |
| MD 031 | MONTGOMERY     |
| MD 033 | PRINCE GEORGES |
| MD 035 | QUEEN ANNES    |

**Data Type Desired:**

|                                               |
|-----------------------------------------------|
| Destroyed Marks Only (normally not published) |
| GPS Sites Only                                |
| Any Horizontal Control                        |

**Stability Desired:**

|                       |   |
|-----------------------|---|
| Any Stability         | + |
| Stability A only      |   |
| Stability B or better | ▼ |

- ☐ Output in East Longitude
- ☐ [Include suspect heights](#) in vertical motion areas
- ☐ [Browse Mode](#)

Submit

Reset

## Station List Results for: MD-029

Help

Re-Sort-By ☐ Dist ☐ Pid ☐ Set ☐ Set\_By ☐ II ☐ V ☐ Vert\_Source ☐ Latitude ☐ Longitude ☐ Stab ☐ Cond ☒ Designation

| ID#  | PTD... | ISet... | ISet_By  | ID | V | Vert_Source | Tak...         | Lat...         | Long... | Stab | Cl       | Designation          |
|------|--------|---------|----------|----|---|-------------|----------------|----------------|---------|------|----------|----------------------|
| .... | AJ8034 | 1983    | MD8...   | C  |   | 88/GPS OBS. | IN391253,10204 | WC761436,23275 | S...    | C    | 557 3304 | S TIDAL              |
| .... | DR9388 | 2021    | MD88A... | C  | K | 88/GPS OBS. | IN391250,45928 | WC760530,57542 | C...    | S    |          | ALAY                 |
| .... | DR9389 | 2021    | MD88A... | C  | K | 88/GPS OBS. | IN391247,04722 | WC760530,21660 | C...    | S    |          | ATSY AZ MK           |
| .... | HTW268 | 1942    | DR6...   | C  |   | 88/GPS OBS. | IN391624,48880 | WC760530,29191 | C...    | S    |          | 71                   |
| .... | DR9390 | 2021    | MD88A... | C  | K | 88/GPS OBS. | IN391629,40989 | WC760531,40550 | C...    | S    |          | 71 AZ MK             |
| .... | DR9391 | 2021    | MD88A... | C  | K | 88/GPS OBS. | IN391409,80271 | WC761254,25779 | C...    | S    |          | SAY 8805             |
| .... | DR9392 | 2021    | MD88A... | C  | K | 88/GPS OBS. | IN391411,26820 | WC761248,91705 | C...    | S    |          | SAY 8805 AZ MK       |
| .... | DR9393 | 1981    | DR6...   | C  | K | 88/GPS OBS. | IN391304,54422 | WC764612,46718 | C...    | S    |          | BENNETT AZIMUTH MARK |
| .... | DR9393 | 2021    | MD88A... | C  | K | 88/GPS OBS. | IN391880,37222 | WC764556,01827 | C...    | S    |          | BENNETT RESET        |
| .... | DR9400 | 2021    | MD88A... | C  | K | 88/GPS OBS. | IN391882,42502 | WC760336,74942 | C...    | S    |          | BESSICK              |
| .... | DR9401 | 2021    | MD88A... | C  | K | 88/GPS OBS. | IN391949,08895 | WC760229,96590 | C...    | S    |          | BESSICK AZ MK        |
| .... | AT7973 | 1987    | MD88A... | C  | Z | 88/GPS OBS. | IN392214,91782 | WC760349,77500 | C...    | S    |          | RETTSTON             |
| .... | DR9394 | 2021    | MD88A... | C  | K | 88/GPS OBS. | IN392218,62780 | WC760348,71123 | C...    | S    |          | RETTSTON AZ MK       |
| .... | DR9395 | 2021    | MD88A... | C  | K | 88/GPS OBS. | IN391765,83318 | WC755411,10014 | C...    | S    |          | BOLTON               |

Select All

Get Datasheets (for the stations I've selected above)

Move (the above station list to a File->Print Window)

Reset



Re-Sort-By ☐ Dist ☐ Pid ☐ Set ☐ Set By ☐ H ☐ V ☐ Vert Source ☐ Latitude ☐ Longitude ☐ Stab ☐ Cond ☒ Designation

|      |         |      |       |    |   |              |               |                |      |                      |
|------|---------|------|-------|----|---|--------------|---------------|----------------|------|----------------------|
| 1000 | 0001171 | 1993 | INDRA | IC | 1 | 188/ADJUSTED | N391930.20623 | W0760745.87817 | C... | IGIT 114             |
| 1000 | 008482  | 2021 | INDRA | IC | 1 | 188/ADJUSTED | N391930.38083 | W0760750.80047 | C... | IGIT 114 A2 MX       |
| 1000 | 004405  | 1993 | INDRA | IC | 2 | 188/ADJUSTED | N391935.34413 | W0764939.83164 | C... | IGITASSERACK         |
| 1000 | 008894  | 2021 | INDRA | IC | 2 | 188/ADJUSTED | N391934.46122 | W0764943.48223 | C... | IGITASSERACK A2 MX 2 |
| 1000 | 009409  | 2021 | INDRA | IC | k | 188/GPS OBS  | N391613.41538 | W0761101.76583 | C... | SIWANDY RESET        |
| 1000 | 009409  | 2021 | INDRA | IC | k | 188/GPS OBS  | N391621.20843 | W0761100.00333 | C... | SIWANDY RESET A2 MX  |
| 1000 | 007083  | 1993 | INDRA | IC | 1 | 129/GPS OBS  | N390217.87221 | W0760623.71912 | C... | SIHOWL               |
| 1000 | 009410  | 2021 | INDRA | IC | k | 188/GPS OBS  | N390439.88985 | W0761440.36237 | C... | SIHUMPTY             |
| 1000 | 009411  | 2021 | INDRA | IC | k | 188/GPS OBS  | N390449.10772 | W0761431.82350 | C... | SIHUMPTY A2 MX       |
| 1000 | 009430  | 2021 | INDRA | IC | k | 188/GPS OBS  | N391724.19732 | W0760649.06909 | C... | SIKENNEDYVILLE       |
| 1000 | 009431  | 2021 | INDRA | IC | k | 188/GPS OBS  | N391716.41292 | W0760658.95503 | C... | SIKENNEDYVILLE A2 MX |
| 1000 | 009412  | 2021 | INDRA | IC | k | 188/GPS OBS  | N391527.96252 | W0764534.72929 | C... | SIXTENT A2 MX 2      |
| 1000 | 009414  | 2021 | INDRA | IC | k | 188/GPS OBS  | N391124.19239 | W0760921.15770 | C... | SITANGTORD           |
| 1000 | 009415  | 2021 | INDRA | IC | k | 188/GPS OBS  | N391129.82000 | W0760814.86791 | C... | SITANGTORD A2 MX     |
| 1000 | 009416  | 2021 | INDRA | IC | k | 188/GPS OBS  | N391039.69340 | W0760225.31545 | C... | SILEGION             |
| 1000 | 009417  | 2021 | INDRA | IC | k | 188/GPS OBS  | N391035.88997 | W0760233.04017 | C... | SILEGION A2 MX       |

Select All

Get Datasheets (for the stations I've selected above)

Move (the above station list to a File->Print Window)

Reset

Return to [Datasheet](#) Home Page

## The NGS Data Sheet

See file [data.pdf](#) for more information about the datasheet.

```

PROGRAM = datasheet95, VERSION = 8.12.5.16
Starting Datasheet Retrieval...
1 National Geodetic Survey, Retrieval Date = JANUARY 9, 2024
DR9408 *****
DR9408 HT MOD - This is a Height Modernization Survey Station.
DR9408 DESIGNATION - HANDY RESET
DR9408 PID - DR9408
DR9408 STATE/COUNTY- MD/KENT
DR9408 COUNTRY - US
DR9408 USGS QUAD - HANESVILLE (2016)
DR9408
DR9408 *CURRENT SURVEY CONTROL
DR9408
DR9408 NAD 83 (2011) POSITION- 39 16 13.41538 (N) 076 11 01.78588 (W) ADJUSTED
DR9408 NAD 83 (2011) ELLIP HT- -22.718 (meters) (09/18/23) ADJUSTED
DR9408 NAD 83 (2011) EPOCH - 2010.00
DR9408 NAVD 88 ORTHO HEIGHT - 10.54 (meters) 34.6 (feet) GPS OBS
DR9408
DR9408 GEOID HEIGHT - -33.266 (meters) GEOID18
DR9408 NAD 83 (2011) X - 1,180,751.242 (meters) COMP
DR9408 NAD 83 (2011) Y - -4,801,307.839 (meters) COMP
DR9408 NAD 83 (2011) Z - 4,015,586.755 (meters) COMP
DR9408 LAPLACE CORR - -1.79 (seconds) DEFLEC18
DR9408
DR9408 Network accuracy estimates per FGDC Geospatial Positioning Accuracy
DR9408 Standards:
DR9408 FGDC (95% conf, cm) Standard deviation (cm) CorrNE
DR9408 Horiz Ellip SD_N SD_E SD_h (unitless)
DR9408 -----
DR9408 NETWORK 0.79 1.90 0.34 0.30 0.97 -0.15540860
DR9408 -----
DR9408 Click here for local accuracies and other accuracy information.
DR9408
DR9408 The horizontal coordinates were established by GPS observations
DR9408 and adjusted by the MD DEPT OF TRANSP in September 2023.
DR9408
DR9408 NAD 83 (2011) refers to NAD 83 coordinates where the reference frame has
DR9408 been affixed to the stable North American tectonic plate. See
DR9408 NAD2011 for more information.
DR9408
DR9408 The horizontal coordinates are valid at the epoch date displayed above
DR9408 which is a decimal equivalence of Year/Month/Day.
DR9408
DR9408 The orthometric height was determined by GPS observations and a
DR9408 high-resolution geoid model using precise GPS observation and
DR9408 processing techniques.
DR9408
DR9408 Significant digits in the geoid height do not necessarily reflect accuracy.
DR9408 GEOID18 height accuracy estimate available here.
DR9408
DR9408 Click photographs - Photos may exist for this station.
DR9408
DR9408 The X, Y, and Z were computed from the position and the ellipsoidal ht.
DR9408
DR9408 The Laplace correction was computed from DEFLEC18 derived deflections.
DR9408
DR9408 The ellipsoidal height was determined by GPS observations
DR9408 and is referenced to NAD 83.

```

```

DR9408
DR9408 The following values were computed from the NAD 83 (2011) position.
DR9408
DR9408 North East Units Scale Factor Converg.
DR9408 SPC MD - 178,338.403 470,429.232 MT 0.99997351 +0 30 44.1
DR9408 SPC MD - 585,098.58 1,542,399.91 sFT 0.99997351 +0 30 44.1
DR9408 UTM 18 - 4,347,450.940 397,879.980 MT 0.99972840 -0 44 57.9
DR9408
DR9408 Elev Factor x Scale Factor = Combined Factor
DR9408 SPC MD - 1.00000356 x 0.99997351 = 0.99997707
DR9408 UTM 18 - 1.00000356 x 0.99972840 = 0.99973196
DR9408
DR9408 U.S. NATIONAL GRID SPATIAL ADDRESS: 18SUJ9787947450 (NAD 83)
DR9408
DR9408 SUPERSEDED SURVEY CONTROL
DR9408
DR9408 No superseded survey control is available for this station.
DR9408
DR9408 MARKER: DD = SURVEY DISK
DR9408 SETTING: 7 = SET IN TOP OF CONCRETE MONUMENT
DR9408 STAMPING: HANDY RESET 2021
DR9408 MARK LOGO: MDSA
DR9408 PROJECTION: RECESSED 5 CENTIMETERS
DR9408 MAGNETIC: N = NO MAGNETIC MATERIAL
DR9408 STABILITY: C = MAY HOLD, BUT OF TYPE COMMONLY SUBJECT TO
DR9408 STABILITY: SURFACE MOTION
DR9408 SATELLITE: THE SITE LOCATION WAS REPORTED AS SUITABLE FOR
DR9408 SATELLITE: SATELLITE OBSERVATIONS - December 26, 2021
DR9408
DR9408 HISTORY - Date Condition Report By
DR9408 HISTORY - 20211226 MONUMENTED MDSA
DR9408
DR9408 STATION DESCRIPTION
DR9408
DR9408 DESCRIBED BY MARYLAND DOT HIGHWAY ADMINISTRATION 2021 (EBD)
DR9408 THE MARK IS LOCATED ABOUT 7.6 MI (12.2 KM) NORTHWEST OF CHESTERTOWN,
DR9408 4.9 MI (7.9 KM) WEST OF WORTON, 3.4 MI (5.5 KM) NORTH OF FAIRLEE AND
DR9408 2.6 MI (4.2 KM) WEST OF HANESVILLE.
DR9408
DR9408 TO REACH THE MARK FROM THE JUNCTION OF MD 297 AND MD 298 W, GO
DR9408 SOUTHWEST ON MD 298 W FOR 3.68 MI (5.92 KM) TO AN INTERSECTION. TURN
DR9408 RIGHT AND GO WEST ON HANDY POINT ROAD FOR 2.39 MI (3.85 KM) TO THE
DR9408 MARK ON THE RIGHT.
DR9408
DR9408 THE MARK IS 44.5 FT (13.6 M) EAST-NORTHEAST OF A UTILITY POLE NUMBERED
DR9408 DEL 30520-26248, 38.5 FT (11.7 M) EAST-NORTHEAST OF THE SOUTHWEST END
DR9408 OF A 24 INCH (61 CM) CORRUGATED METAL PIPE UNDER THE DRIVEWAY OF 22677
DR9408 HANDY POINT ROAD, 23.5 FT (7.2 M) SOUTHWEST OF A TELEPHONE PEDESTAL
DR9408 NUMBERED 74, 12.5 FT (3.8 M) EAST-SOUTHEAST OF THE CENTERLINE OF HANDY
DR9408 POINT ROAD SET IN THE TOP OF A 12-IN (30 CM) ROUND CONCRETE POST AND
DR9408 ABOUT 0.2 FT (6 CM) LOWER THAN THE GROUND.

```



# National Geodetic Survey

Positioning America for the Future

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## Tools & Software

[PC Products](#)[Geodetic Tool Kit](#)[Web Services](#)[User-Contributed Software](#)[Other Products & Programs](#)

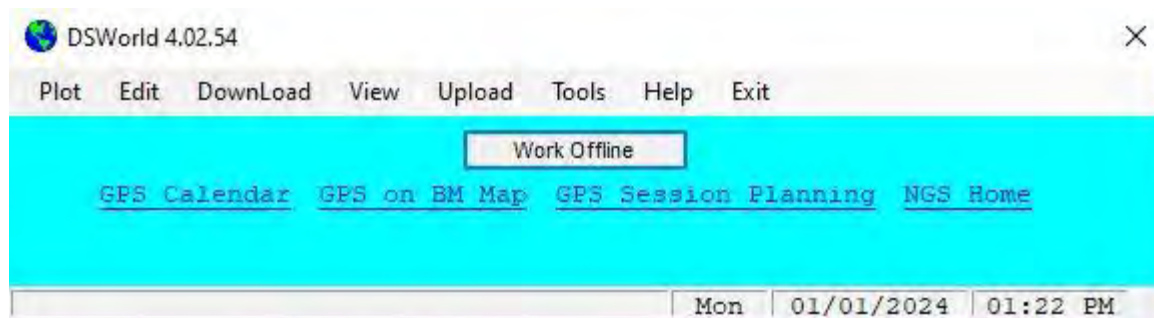
## User-Contributed Software Available for Download

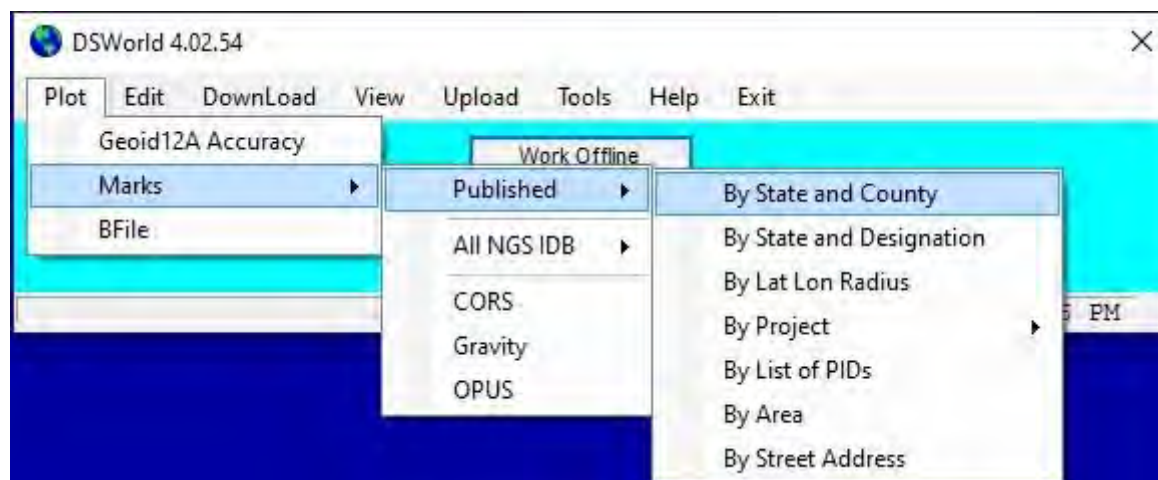
NGS has recently updated Windesc and Translev to fix a few issues with the software. User-contributed software, DSWorld, has also been modified to address similar issues. Users are strongly encouraged to download and install the latest versions of the software. Failure to do so may result in loss of functionality.

### DSWORLD (Version 4.02.01)

– View NGS marks in Google Earth.







Selection Criteria

SELECT COUNTRY: US

SELECT STATE: MD

SELECT COUNTY: KENT

INCLUDE

- ☒ Not Rec Marks
- ☐ Destroyed Marks
- ☒ Marks w/HH pos
- ☒ Marks w/photos
- ☐ TBMs
- ☐ Landmarks Only

SELECT TYPE: ANY TYPE

SELECT STABILITY: ANY STABILITY

OK Cancel

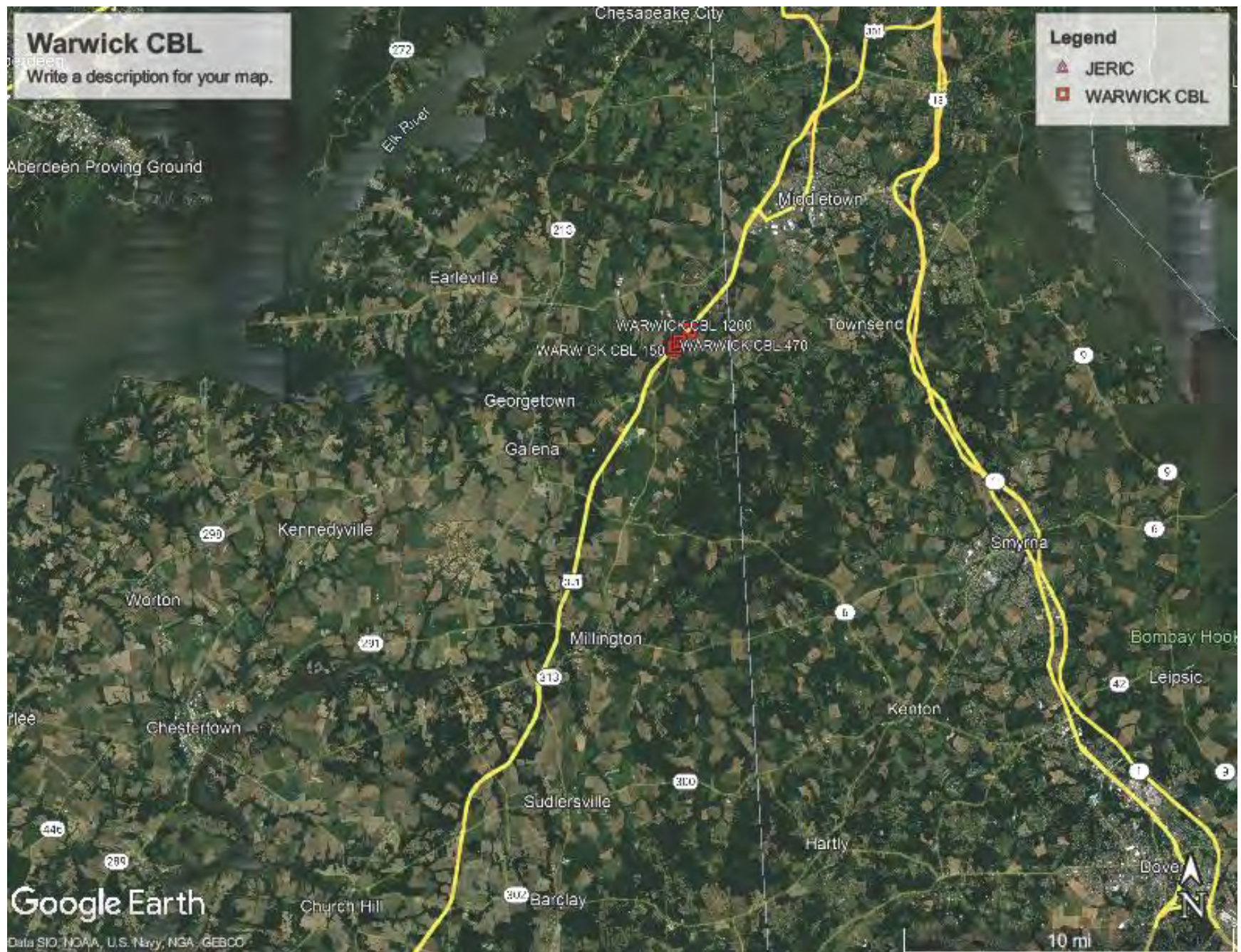


## Warwick CBL

Write a description for your map.

### Legend

- JERIC
- WARWICK CBL



Google Earth

Data SIO, NOAA, U.S. Navy, NGA, GEBCO



# Warwick CBL

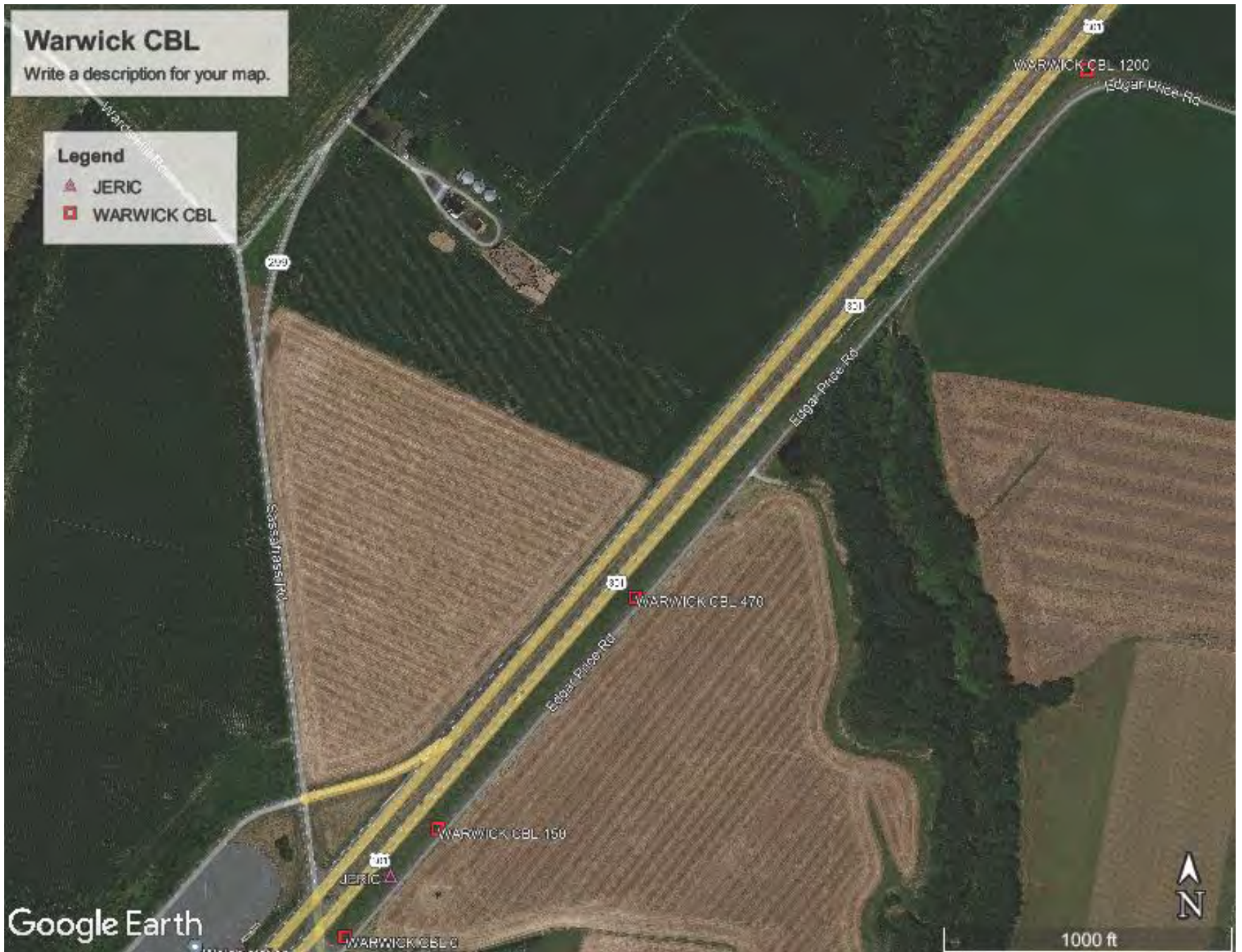
Write a description for your map.

## Legend

- JERIC
- WARWICK CBL

Google Earth

1000 ft



Special Thanks to:

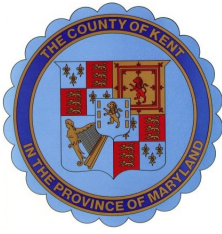
KENT COUNTY COMMISSIONERS

KENT COUNTY PLANNING & ZONING

KENT COUNTY DEPT. OF PUBLIC WORKS

LOCAL SURVEY & ENGINEERING FIRMS





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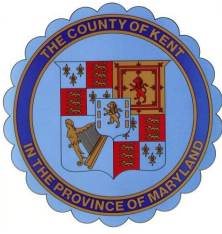
## **Local Management Board 1/9/2024 County Commissioners Meeting**

### **Item Summary:**

Approval to Fill Systems of Care Coordinator Position

### **ATTACHMENTS:**

Description



---

**Mike Moulds, Director, Public Works**  
**1/9/2024**  
**County Commissioners Meeting**

**Item Summary:**

Engineering, Bridge Replacement Update Lambson Forest Road

**ATTACHMENTS:**

Description

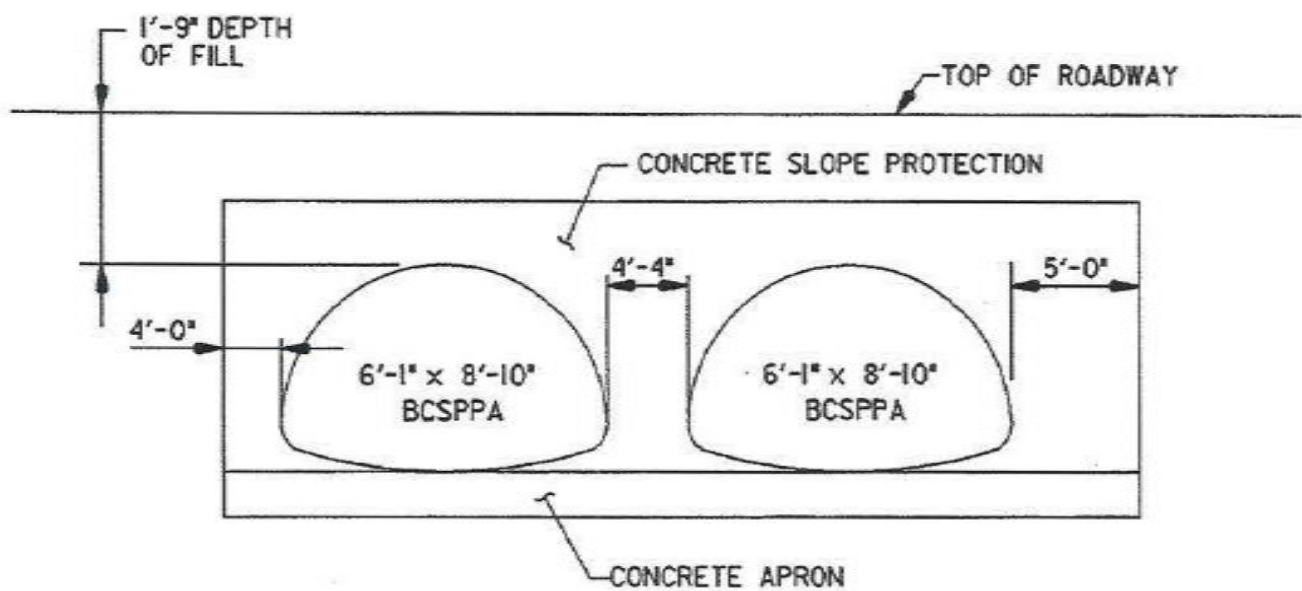
Bridge Information

SHA Funding Award 11-17-23

**BRIDGE NO. K-0015001**  
LAMBSON FOREST ROAD OVER  
MILLS BRANCH







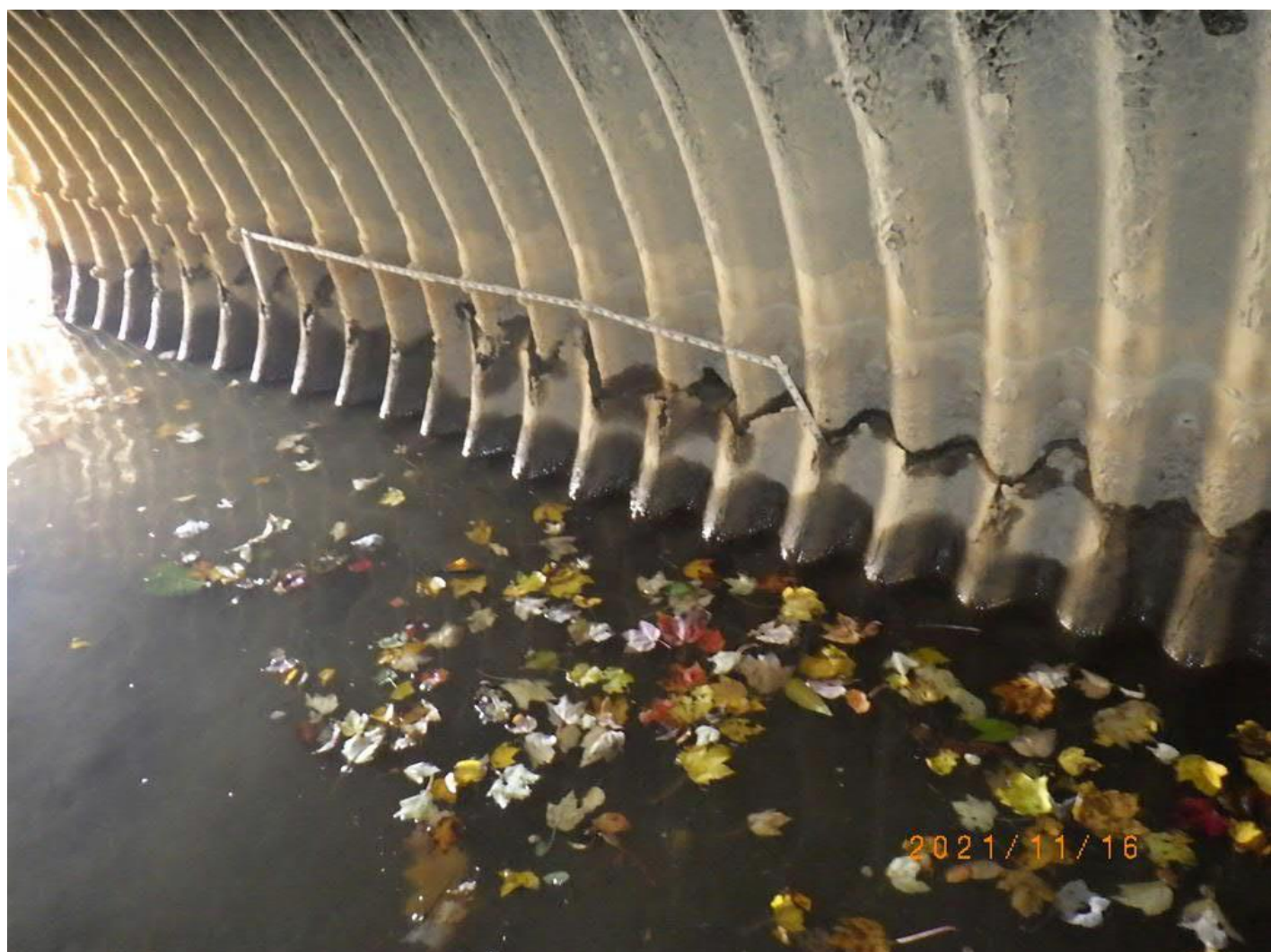
ELEVATION

NOT TO SCALE



Bridge No. K-0015001  
Lampson Forest Road  
over Mills Branch







---

November 17, 2023

Kent County Public Works Department  
Attention: Daniel F Mattson, PE, CFM  
709 Morgnec Road  
Chestertown MD 21620

Dear Mr. Mattson,

Thank you for your submission of the Kent County Local Government Bridge Program project and application for the Federal Infrastructure Investment and Jobs Act (IIJA) program. The IIJA provisions include a funding category for Local Governments (LGs) to address their poor and fair rated bridges. This funding category, specific to off-system bridges, offers 100 percent federal participation requiring no LG matching funds. As we enter year two of the five-year program, the federal funding source continues to be extremely limited and can only fund a limited number of projects each year. To compete for this funding, LGs were asked to submit supplemental applications for each project, which were reviewed and rated for IIJA eligibility.

Due to the overwhelming number of IIJA applications from LGs in 2023, the State Highway Administration (SHA) worked to identify and obligate additional funding sources to help finance more LG bridge projects that are ready for construction.

At this time, SHA is pleased to announce that the Kent County bridge project, **Replacement of Bridge No. K-0015001 on Lambson Forest Road over Mills Branch Stream**, has been selected to receive **\$536,900** in 100 percent federally-funded final design funds as part of the allotment of this year's award. This funding allocation for your project is made possible by the SHA identification of additional funding sources.

Please note that Kent County will need to submit the requisite documents (as noted in the SHA Federal Highway Bridge Program Guidelines for Local Governments) for the project to receive the 100 percent federal funds distribution.

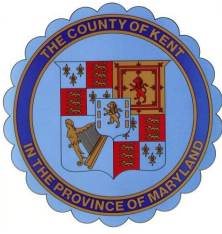
If you have any questions concerning this funding award, please contact Mr. Justin Mohr, SHA Office of Structures Project Manager, at (410) 545-8365 for further discussion. The SHA is looking forward to continued collaboration in this important effort to improve the safety and mobility of Maryland's bridges.

Sincerely,



Maurice Agostino, P.E., Director  
Office of Structures

cc: Mr. Conan (CJ) Andrzejewski, Acting Section Chief Federal Aid Programming Section,  
Office of Finance  
Mr. Justin Mohr, Project Manager, Office of Structures, SHA



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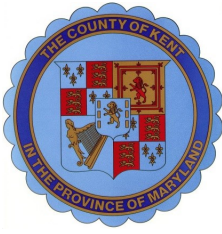
**Mike Moulds, Director, Public Works**  
**1/9/2024**  
**County Commissioners Meeting**

**Item Summary:**

Engineering, Donation of Used EMS Vehicle

**ATTACHMENTS:**

Description



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**Mike Moulds, Director, Public Works**  
**1/9/2024**  
**County Commissioners Meeting**

**Item Summary:**

Water and Wastewater Division, Water and Sewer Allocation Request

**ATTACHMENTS:**

Description

Allocation Request



Please submit application either by mail or in person to office, or by email to [watergenmb@kentgov.org](mailto:watergenmb@kentgov.org)  
Submitting this form will generate a purchase of an allocation (if available) and you will be invoiced for the full amount due.

## KENT COUNTY DIVISION OF WATER AND WASTEWATER ALLOCATION APPLICATION

### APPLICANT INFORMATION

Name: Stoltzfus Properties

Mailing address: 11925 Chesterville Rd

City: Kennedyville

State: MD

ZIP Code: 21645

Phone:

Cell Phone: 410-708-5170

Email: john.safetyimprovements@kentgov.org

### ALLOCATION REQUEST INFORMATION

Property Address: S/S River Road - P.L. 1 (tax I.D. # 01-029159)

Tax Map: 31 Grid 2E

Parcel: 0212

Lot: 0.441 acres

Allocation Type & Number of  
allocations requested

Water: 1 ✓

Sewer: 1 ✓

### PROJECT INFORMATION

Type of Project *Select One:*

☒ Single Family

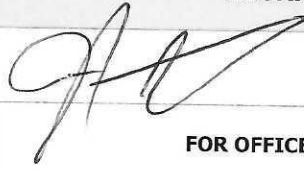
☐ Commercial ☐ Residential sub-division

☐ Apartment or Duplex: \_\_\_\_\_ sq. ft.

☐ Commercial sub-division

### SIGNATURE

Signature of applicant:



Date: 1-2-24

FOR OFFICE USE ONLY

### APPROVAL

Kent County Commissioners Approval Date:

DWWS Signature:

Date:

### PAYMENT INFORMATION

Check #:

Date Paid:

Amount:

January 2, 2024

Reference# Tax ID 01-024159

To Whom It May Concern:

I would like to build a single family house for my daughter and her husband on this lot. Your promptness is appreciated.

Thank you,

A handwritten signature in blue ink, appearing to be 'Johnathan Stoltzfus', written over the printed name.

Johnathan Stoltzfus



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**Donald E. Sutton, Sr., Mayor of the Town of Betterton**  
**1/9/2024**  
**County Commissioners Meeting**

**Item Summary:**

Water and Wastewater Services

**ATTACHMENTS:**

**Description**

12.21.23 Donald E. Sutton, Sr., Mayor of the Town of Betterton





## TOWN OF BETTERTON

100 MAIN STREET  
P.O. BOX 339  
BETTERTON, MARYLAND 21610

Phone: 410-348-5522  
Fax: 410-348-5131  
info@townofbetterton.com

December 21, 2023

Kent County Board of Commissioners  
Ronald H. Fithian, President  
Albert H. Nickerson, Member  
John F. Price, Member

Re: Transfer of Water and Wastewater Services

Dear Commissioners:

The Town of Betterton hereby requests the Board of Commissioners to consider a proposal for Kent County to take over the operation and maintenance of Betterton's water and wastewater facilities, including the Town's five pump stations.

Municipalities throughout the nation are facing a shortage of water and wastewater treatment plant operators. Industry experts have attributed much of the shortages to retirement and other economic factors. Whatever the reason, the lack of qualified personnel may have significant impacts to essential public health services.

For over three years, the Town has searched for a person to take the place of our current operator who is nearing the age of retirement. For the most part, applicants have been underqualified and were either unwilling or unable to meet the demands for the position. The Town has also attracted offers from various wastewater plant service providers. However, the price charged by these providers is prohibitive.

Currently, Kent County is experiencing its own shortage of operators. However, the County, we believe, is in a much better position to attract, recruit, and hire qualified personnel. From better compensation packages to a dedicated Human Resource Department, the County offers more resources than our town can bear.

To ensure public health, Betterton is ready to work with the County to find a way to effectively staff and operate these essential services.

Sincerely,

Donald E. Sutton, Sr.  
Mayor of the Town of Betterton



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**Patricia Merritt, Chief Finance Officer, Office of Finance**  
**1/9/2024**  
**County Commissioners Meeting**

**Item Summary:**

FY23 Amended Budget

**ATTACHMENTS:**

**Description**

01.09.24 Resolution 2024-01 County Commissioners of Kent County, Maryland Adoption of FY2023 Amended Budget

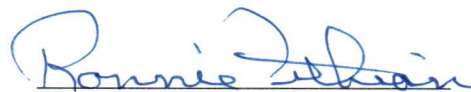
**RESOLUTION 2024-01**  
**COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND**  
**FISCAL YEAR 2023 AMENDED BUDGET**  
**GENERAL FUND**

The County Commissioners of Kent County, Maryland do hereby adopt the attached Fiscal Year 2023 Amended Budget General Fund on this 9th day of January 2024.

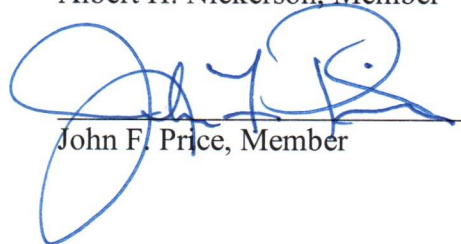
ATTEST:

THE COUNTY COMMISSIONERS  
OF KENT COUNTY, MARYLAND

  
Sondra M. Blackiston, Clerk

  
Ronald H. Fithian, President

  
Albert H. Nickerson, Member

  
John F. Price, Member

ADOPTED: January 9, 2024



**KENT COUNTY, MARYLAND  
FISCAL YEAR 2023 AMENDED BUDGET  
GENERAL FUND**

**REVENUES**

|                                  |                   |
|----------------------------------|-------------------|
| Real and Personal Property Taxes | 32,658,297        |
| Income Taxes                     | 17,000,000        |
| Other Local Taxes                | 3,412,983         |
| Licenses and Permits             | 367,526           |
| Intergovernmental Local Revenue  | 816,245           |
| Service Charges                  | 693,876           |
| Fines and Forfeitures            | 65,505            |
| Miscellaneous                    | 140,871           |
| Rental Income                    | 111,020           |
| Lease & Subscription Proceeds    | 347,130           |
| <b>Subtotal</b>                  | <b>55,613,453</b> |

|                             |                  |
|-----------------------------|------------------|
| Transfers From Other Funds  | -                |
| Transfers From Fund Balance | 5,933,097        |
| <b>Subtotal</b>             | <b>5,933,097</b> |

|                                    |                   |
|------------------------------------|-------------------|
| <b>Total General Fund Revenues</b> | <b>61,546,550</b> |
|------------------------------------|-------------------|

**EXPENDITURES**

**General Government**

|                                     |                  |
|-------------------------------------|------------------|
| Legislative                         | 824,850          |
| Circuit Court                       | 357,511          |
| Orphans' Court                      | 76,030           |
| State's Attorney's Office           | 885,317          |
| Election Office                     | 736,633          |
| Independent Accounting and Auditing | 33,800           |
| Finance Office                      | 901,755          |
| Legal                               | 67,590           |
| Personnel                           | 527,923          |
| Planning and Zoning                 | 1,155,493        |
| Information Systems                 | 1,068,439        |
| General Services                    | 139,889          |
| Building Maintenance                | 1,420,561        |
| <b>Total General Government</b>     | <b>8,195,791</b> |

**Public Safety**

|                                |                   |
|--------------------------------|-------------------|
| Law Enforcement                | 4,032,617         |
| Fire Departments               | 1,179,696         |
| Corrections                    | 3,876,225         |
| Building Code Inspection       | 36,305            |
| Board of License Commissioners | 55,718            |
| Emergency Management           | 136,634           |
| Communications Division        | 1,387,736         |
| Emergency Medical Services     | 2,087,626         |
| Animal Control/Humane Society  | 292,700           |
| <b>Total Public Safety</b>     | <b>13,085,257</b> |

**Public Works**

|                              |                  |
|------------------------------|------------------|
| Public Works Administration  | 591,870          |
| Recycling / Waste Management | 1,644,225        |
| Highways                     | 5,442,758        |
| <b>Total Public Works</b>    | <b>7,678,853</b> |

**Conservation of Health**

|                                     |                |
|-------------------------------------|----------------|
| Health Department                   | 729,940        |
| Mosquito Control                    | 36,274         |
| <b>Total Conservation of Health</b> | <b>766,214</b> |

**EXPENDITURE EXPENDITURES (Cont)**

**Social Services**

|                                       |                |
|---------------------------------------|----------------|
| Upper Shore Aging                     | 194,082        |
| Delmarva Community Services           | 81,636         |
| Department of Social Services         | 66,036         |
| Kent Center                           | 79,433         |
| Department of Health & Mental Hygiene | 20,132         |
| Saint Martins Ministries              | 10,000         |
| Court Appointed Special Advocates     | 14,000         |
| Community Mediation Upper Shore       | 10,000         |
| Commission on Aging                   | 3,520          |
| Kent Goes Purple                      | 1,000          |
| Imagination Library                   | 1,000          |
| Mid-Shore Regional Council            | 5,000          |
| Mid-Shore Council on Family Violence  | 7,000          |
| <b>Total Social Services</b>          | <b>492,839</b> |

**Education**

|                                 |                   |
|---------------------------------|-------------------|
| Board of Education-Operating    | 18,559,629        |
| Board of Education-Debt Service | 210,664           |
| Learning Center                 | 2,500             |
| Community College               | 477,237           |
| <b>Total Education</b>          | <b>19,250,030</b> |

**Parks, Recreation and Culture**

|                                            |                  |
|--------------------------------------------|------------------|
| Parks and Recreation                       | 2,018,313        |
| Museums of Kent County                     | 7,000            |
| Arts Council                               | 37,500           |
| <b>Total Parks, Recreation and Culture</b> | <b>2,062,813</b> |

**Library**

713,899

**Conservation of Natural Resources**

|                                                |                |
|------------------------------------------------|----------------|
| Agriculture Extension Service                  | 144,329        |
| Soil Conservation Service                      | 200,903        |
| Kent Agriculture Center                        | 19,610         |
| Waterman's Association                         | 8,000          |
| Forestry Board                                 | 1,693          |
| <b>Total Conservation of Natural Resources</b> | <b>374,535</b> |

**Economic Development**

610,196

**Debt Service**

1,328,993

**Intergovernmental**

115,576

**Miscellaneous**

|                                        |                  |
|----------------------------------------|------------------|
| Insurance                              | 296,079          |
| Miscellaneous Benefits/Benefit Refunds | 542,848          |
| Contingency                            | 218,369          |
| <b>Total Miscellaneous</b>             | <b>1,057,296</b> |

**Transfers to Other Funds**

|                                       |                  |
|---------------------------------------|------------------|
| Agriculture Preservation              | 855              |
| Circuit Court Law Library             | 13,000           |
| Family & Community Partnerships       | 130,552          |
| Grant Funds                           | 101,467          |
| HotDesks                              | 10,508           |
| Program Open Space/Afforestation      | 27,107           |
| Capital Projects                      | 4,216,257        |
| Water and Wastewater Enterprise Fund  | 1,314,512        |
| <b>Total Transfers to Other Funds</b> | <b>5,814,258</b> |

**Total Expenditures**

**61,546,550**



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**Jamie Williams, Director, Economic and Tourism Development**  
**1/9/2024**  
**County Commissioners Meeting**

**Item Summary:**

Grant and ReGrant Agreements - Worton Track Safety Project

**ATTACHMENTS:**

**Description**

01.09.24 MEDAAF Worton ReGrant Agreement by and between Maryland Transportation Administration and Kent County Maryland

01.09.24 Kent County MDOT Grant Agreement by and between Kent County and the Department of Commerce for \$100,000.00

## GRANT AGREEMENT

**THIS GRANT AGREEMENT** (as it may be amended, this “Agreement”) is made as of this 9th day of January, 2024 between **MARYLAND TRANSPORTATION ADMINISTRATION**, a modal agency of the Maryland Department of Transportation acting on behalf of the State of Maryland (the “Recipient”), and **KENT COUNTY, MARYLAND**, a political subdivision of the State of Maryland (the “County”).

### RECITALS

1. Pursuant to the provisions of the Maryland Economic Development Assistance Authority and Fund, codified as Sections 5-301 through 5-349 of the Economic Development Article of the Annotated Code of Maryland (the “Act”), the Department of Commerce (the “Department”) has determined to make a grant in the amount of \$100,000 to the County (the “Department Grant”).

2. Pursuant to this Agreement, the Department Grant will be regrant (the “Grant”) to the Recipient and will be used as specifically set forth in the terms of this Agreement but generally in connection with the safety rehabilitation of the Chestertown railroad line in Kent County, Maryland consisting of improvements to the Eastman siding and the Worton curve that will be carried out by the Recipient pursuant to the Contract (defined below) (collectively “the Project”).

**NOW, THEREFORE**, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I DEFINITIONS

All accounting terms not specifically defined herein shall have the meanings determined by generally accepted accounting principles, consistently applied. All terms previously defined are incorporated in this Agreement by reference. Capitalized terms used in this Agreement have the meanings defined below:

“Application” means the Application from the County to the Department dated January 10, 2023, as it may be amended.

“Claim” means any action or other claim for liability, loss, expense, or other cost, including fees, costs and expenses of attorneys, consultants, contractors, and experts.

“Completion Date” means October 15, 2023.



“Contract” means the State of Maryland Department of Transportation Maryland Transit Administration Contract Agreement for Eastman Siding and Worton Curve Safety Project dated September 13, 2023, Contract No. T-1744-01501, between Recipient and David A. Bramble, Inc.

“Contribution” means the provision of at least \$5,000,000 towards the costs of the Project, including the amount of the Grant, the Maryland and Delaware Grant, the Federal Railroad Administration Grant, the Eastman Grant, the DCR Grant, the Recipient Grant, and Kent County Contribution.

“Contribution Documents” means collectively the DCR Funding Agreement, the Eastman Funding Agreement, the Federal Railroad Grant Agreement, the Maryland and Delaware Funding Agreement, and the Kent County Contribution.

“DCR” means the Delmarva Central Railroad Company.

“DCR Funding Agreement” means the Project Funding Agreement dated November 28, 2022 between the Recipient and the Delmarva Central Railroad Company (DCR) executed in connection with the DCR Grant.

“DCR Grant” means the \$5,000 grant from DCR to MTA for the Project made pursuant to the DCR Funding Agreement.

“Default” means any default under Article IV of this Agreement.

“Eastman” means Eastman Specialties Corporation.

“Eastman Funding Agreement” means the Project Funding Agreement dated November 28, 2022 between the Recipient and Eastman executed in connection with the Eastman Grant.

“Eastman Grant” means the \$100,000 grant from Eastman to the Recipient for the Project pursuant to the Eastman Funding Agreement.

“Eligible Project Costs” means costs incurred directly by the Recipient specifically for the Project, and not incurred or reimbursed by any other party or entity, including DCR, Eastman, Federal Railroad Administration, MDRC and the costs funded by the Kent County Grant and the Recipient Contribution. Eligible Project Costs must be approved by the Department and the County.

“Environmental Requirement” means any current or future Law or other restriction, whether public or private, that in any way pertains to human health, safety or welfare, Hazardous Materials, Hazardous Materials Contamination or the environment (including any Law or restriction dealing with ground, air, water or noise pollution or contamination, and underground or above ground tanks).

“Expenses” means all costs and expenses incurred by the County (whether before or after a Default) in connection with, or in exercising or enforcing any rights, powers and remedies provided in this Agreement.

“Federal Railroad Administration” means the U.S. Department of Transportation, Federal Railroad Administration.

“Federal Railroad Administration Grant” means the \$2,500,000 grant from the Federal Railroad Administration to the Recipient for the Project pursuant to the Federal Railroad Grant Agreement.

“Federal Railroad Grant Agreement” means the Grant Agreement dated June 15, 2023 between the Federal Railroad Administration and the Recipient executed in connection with the Federal Railroad Administration Grant.

“Governmental Authority” means the United States, the State, or any of their political subdivisions, agencies, or instrumentalities, including any local authority having jurisdiction over any aspect of the Project.

“Hazardous Materials” means any hazardous or toxic substances, wastes or materials, including any substance that contains asbestos, radon, polychlorinated biphenyls, urea formaldehyde, explosives, radioactive materials, or petroleum products, that, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may pose a present or potential hazard or nuisance to human health, safety or welfare or to the environment.

“Kent County Grant” means the \$10,000 grant from Kent County to the Recipient for the Project pursuant to the Kent County Funding Agreement.

“Kent County Funding Agreement” means the Project Funding Agreement dated November 28, 2022 between Kent County and the Recipient executed in connection with the Kent County Grant.

“Laws” means any current or future federal, state and local laws, statutes, rules, ordinances, regulations, codes, decisions, interpretations, orders, or decrees of any court or other Governmental Authority having jurisdiction.

“Maryland and Delaware Funding Agreement” means the Project Funding Agreement dated November 28, 2022 between the Recipient and MDRC executed in connection with the Maryland and Delaware Grant.

“Maryland and Delaware Grant” means the \$100,000 grant from MDRC to Recipient for the Project executed in connection with the Maryland and Delaware Funding Agreement.

“MDRC” means The Maryland and Delaware Railroad Company.

“Obligations” means all duties of payment, performance, and completion owed by the Recipient to the County under this Agreement and by law, including the obligations to:

(a) Pay all sums of money owed in connection with the Grant, if any, due or to become due, and past, present, and future advances under this Agreement, all money advanced or expended by the County as provided for in this Agreement, and all Expenses; and

(b) Strictly observe and perform all of the provisions of this Agreement, time being of the essence.

“State” means the State of Maryland.

## **ARTICLE II** **TERMS OF THE GRANT AND DISBURSEMENT**

### **Section 2.01. The Grant.**

Subject to the terms of this Agreement and the County’s receipt of the Department Grant, the County agrees to extend the Grant to the Recipient.

### **Section 2.02. Disbursement.**

(a) In General. Subject to the continued compliance by the Recipient with this Agreement, the continued satisfaction of all conditions precedent to disbursing the Grant proceeds under this Agreement, and the continued non-existence of a Default or any event, circumstance, act or omission which with the giving of notice, the passage of time, or both, would constitute a Default, the County shall advance to the Recipient the full amount of the Grant pursuant to a completed Grant Request for Disbursement, the form of which is attached hereto as Exhibit A (the “Request”).

(b) Disbursement. The Request shall be made to the County at the address specified in Section 5.01, or at any other place that the County designates.

(c) Disbursement to the Recipient. The disbursement shall be made directly to the Recipient by check or by wire transfer. The County shall only disburse Grant proceeds upon presentation by the Recipient of invoices, bills, or other satisfactory proof of payments to reimburse the Recipient for payments made for Eligible Project Costs.

(d) Conditions for Disbursement. The obligation of the County to disburse the proceeds of the Grant is subject to the satisfaction of the following conditions as of the date the disbursement is made:

(i) Receipt of Request for Disbursement. The County shall have received a completed Request.



(ii) Representations True. No representation or warranty of the Recipient contained in this Agreement shall be or have become materially incorrect or inaccurate.

(iii) No Defaults. There shall be no breach, default, or event of default (including a Default) under the terms of this Agreement, and no event, circumstance, act, or omission shall exist which with the giving of notice, the passage of time, or both, would constitute breach, default, or event of default (including a Default) under this Agreement.

(iv) Solvency Certifications. If requested by the Department or the County, the Recipient shall deliver to the Department and the County satisfactory evidence that no (1) petition in bankruptcy, voluntary or otherwise, (2) assignment for the benefit of creditors, (3) petition seeking reorganization or arrangement under bankruptcy laws of the United States or of any state, or (4) other action brought under any bankruptcy laws, is pending against the Recipient. The Department or the County may request such a certification at any time during the Grant term.

(v) No Adverse Change. There has been no materially adverse change in the Recipient's financial condition from that reflected in the Recipient's financial statements most recently submitted to the Department or the County prior to the closing.

(vi) Department Grant. The County shall have received the Department Grant.

(vii) Contributions. The Recipient shall provide evidence to the Department that the Project is complete and operational and the full amount of the Contribution was expended for the Project.

(e) Request for Grant Funds. The Recipient's right to request Grant funds under this Agreement shall terminate thirty (30) days after the Completion Date.

(f) Availability of Grant Funds. Disbursements of Grant proceeds are subject to the County's receipt of the Department Grant.

#### Section 2.03. Conditions Precedent to Disbursement.

Before disbursing the Grant proceeds, the County shall receive all of the items set forth on the Pre-Closing and Closing Checklist attached hereto as Exhibit B, in form and substance acceptable to the Department and the County.

Section 2.04. Termination of Right to Receive Grant funds. Notwithstanding anything in this Agreement to the contrary, the Recipient's right to receive disbursement of the Grant funds under this Agreement shall terminate if all of the conditions of this Agreement have not been satisfied in the sole discretion of the County.

### ARTICLE III

**REPRESENTATIONS, WARRANTIES,  
AND COVENANTS OF THE RECIPIENT**

**Section 3.01. Representations and Warranties.**

The Recipient represents and warrants as follows:

(a) **Organization.** The Recipient:

(i) Is a validly existing agency of the Department of Transportation, a principal department of the State.

(b) **Due Authorization.** The Recipient has the full power and authority to enter into this Agreement and consummate the transaction as contemplated by this Agreement, to accept the Grant as contemplated hereby, to execute and deliver this Agreement, and to comply with the terms set forth in this Agreement, which has been duly authorized by all necessary action of the Recipient. No approval of any other person or public authority or regulatory body is required as a condition to the validity of this Agreement, or, if required, the approval has been obtained.

(c) **Validity of this Agreement.** This Agreement has been properly executed by the Recipient and will:

(i) Not violate any Laws, or any provision of the Recipient's authorizing statute;

(ii) Not violate any provision, or result in a breach, of any document or agreement binding on the Recipient or affecting its property; or

(iii) Constitute the valid and legally binding obligations of the Recipient, fully enforceable against the Recipient, in accordance with its terms.

(d) **Legal Actions.** There is no (1) Claim pending or, to the best of the Recipient's knowledge, threatened in any court or before any governmental agency, and (2) investigation by or before any Governmental Authority, that:

(i) Questions the validity or enforceability of this Agreement, or any action taken, or to be taken, under any of them;

(iii) Affects the Project.

(e) **INTENTIONALLY DELETED.**

(f) **Accuracy of Statements.** All information contained in any financial statement, report, or other document given by the Recipient or by any other person in connection with the Grant is true and accurate in all respects, and the Recipient and each other person has not omitted to state any material fact or any fact necessary to make the information not misleading.

(g) Application. All information in the Application was true and complete in all material respects as of the date of the Application. The Recipient is aware of no event that would require any amendment to the Application in order to make any information in the Application true and complete in all material respects and not misleading in any material respect as of the date of this Agreement, and the Recipient is aware of no event or other fact that should have been, and has not been, reported in the Application as material information.

(h) Defaults. There is no event of default or default (including a Default) on the part of the Recipient under this Agreement, and no event has occurred or is continuing that, with notice, or the passage of time, or both, would constitute an event of default or default (including a Default) under this Agreement.

(i) Compliance With Laws. The Recipient has complied with all Laws.

(j) State Drug Policy. The Recipient is in compliance with the State's policy concerning drug and alcohol free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08.

(k) Approvals. The Recipient has obtained or cause to be obtained, or expects to obtain prior to the commencement of construction of the Project:

(i) All approvals from and reviews by all Governmental Authorities of the Laws applicable to the Project; and

(ii) All necessary building permits for the Project.

(l) Utilities and Roads. The Project is serviced by all utility services and roads necessary for the intended operation of the Project.

(m) Zoning. The intended use of the Project will not violate any zoning or other Law applicable to the Project or its use, and all requirements for such use has been satisfied.

(n) Environmental Conditions. The Project, including the land, surface water, ground water on which the Project is constructed: (i) Is free of any substantial amounts of waste or debris; (ii) Is free of any Hazardous Materials and Hazardous Materials Contamination; (iii) Has never been used as a manufacturing, storage, or dump site for Hazardous Materials; and (iv) Is in compliance with all Environmental Requirements.

(o) Contribution Documents.

(i) A complete copy of the documents executed in connection with the Contribution Documents has been delivered to the County and the Department.

(ii) No event, circumstance, act or omission has occurred that with the giving of notice, the passage of time, or both, would constitute a default or an event of default under the documents executed in connection with the Contribution Documents.

(p) Contract.

(i) A complete copy of the Contract has been delivered to the County and the Department.

(ii) No event, circumstance, act or omission has occurred that with the giving of notice, the passage of time, or both, would constitute a default or an event of default under the documents executed in connection with the Contract.

Section 3.02. Recipient's Covenants.

The Recipient covenants as follows:

(a) Repayment and Performance. The Recipient shall promptly pay and perform all of the Obligations in the manner provided in this Agreement.

(b) Use of Grant Proceeds. The Recipient shall use the Grant proceeds for Eligible Project Costs.

(c) State Drug Policy. The Recipient will comply with the State's policy concerning drug and alcohol free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, for the term of this Agreement.

(d) Books and Records. The Recipient shall keep or shall cause to be maintained any books, records, and other documents that may be required under the rules and procedures now or hereafter applicable to MEDAAF Grants made by the Department, and as may be reasonably necessary to disclose fully the amount and disposition of the Grant, the total costs incurred to complete the Project, and the source of all funds expended towards the costs of the Project. All books, records and other documents shall be maintained at the offices of the Recipient for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Department. All books, records and other documents shall be maintained until the first to occur of (i) three years after completion of the Project, or (ii) the completion of an audit of the Project by the State.

(e) Further Assurances. At any time, upon request by the County, the Recipient, at its sole expense, will make, execute, and deliver, or cause to be made, executed, and delivered, any additional documents that may, in the opinion of the County, be necessary or desirable to effectuate, complete, perfect, continue, or preserve the Obligations.

(f) Intentionally Left Blank.

(g) Contractor's Non-Discrimination/ Minority Enterprises.



(i) The Recipient shall not discriminate on the basis of race, color, sex, religion, or national or ethnic origin in its hiring of contractors to carry out any portion of the Project. The Recipient shall prohibit its contractors from engaging in such discrimination in the hiring of subcontractors to carry out any portion of the Project.

(ii) The Recipient agrees to support the State's interest in expanding procurement opportunities for contractors and vendors who are minority business enterprises ("MBE"), as that term is defined in § 14-301 of the State Finance and Procurement Article. After the Completion Date, the Recipient shall submit a list, in the form attached as Exhibit C to this Agreement, of the minority businesses from which goods and services were procured, and the nature and dollar amount of goods or services.

(h) Expenses. All Expenses incurred by the County shall become part of the Obligations and shall be repaid by the Recipient on demand, together with interest at a rate equal to 12% per annum from the date of incurrence.

(i) Intentionally Left Blank.

(j) Compliance With Laws. The Recipient will comply with all Laws.

(k) Contribution. The Recipient will cause the Contribution to be expended by the Completion Date.

(l) Completion. The Recipient shall:

(i) Cause the Project to be completed by the Completion Date; and

(ii) Satisfy or cause to be satisfied all applicable Laws for the operation of the Project by the Completion Date.

(m) Completion Certification. No later than thirty (30) days after the Completion Date, the Recipient shall certify to the Department and the County that it has completed the Project and the Contribution was expended for the Project. In addition, the Recipient shall certify to the Department and the County, through written evidence, that all inspections are complete and accepted.

(n) Payment of Contractors. The Recipient will promptly pay or cause to be promptly paid all contractors and materialmen working on the Project the amounts due them.

#### **ARTICLE IV** **DEFAULT AND REMEDIES**

##### **Section 4.01. Defaults.**

The following events shall constitute a Default under this Agreement:

(a) The Recipient fails to make any payment required by this Agreement, including the Obligations;

(b) The Recipient fails to: take steps to diligently, directly or indirectly (i) complete the Project; or (ii) operate at the Project by the Completion Date;

(c) Any Grant proceeds are used for any purpose other than Eligible Project Costs;

(d) The Recipient breaches any covenant, representation, warranty, or other provision in this Agreement;

(e) Any statement made in any certificate, report or opinion (including legal opinions), financial statement, or other document furnished in connection with the Grant was incorrect in any material respect when made;

(f) Any change in any zoning ordinance or any other public restriction is enacted which limits or defines the uses that may be made on any part of the Project, so that the use of the Project would be in violation of the restriction or zoning change and the Project would not be useable;

(g) The Recipient fails to comply with any requirement of any Governmental Authority within thirty (30) days after written notice of the requirement is made or within any other time period set by the Governmental Authority; or if any proceeding is commenced or action taken to enforce any remedy for a violation of any requirement of a Governmental Authority;

(h) A default or event of default occurs under the terms of the Contribution Documents or the Contract; or

(i) If the Contribution is not expended by the Completion Date.

Remedies.

(a) Upon the occurrence of any Default, the County may:

(i) Require immediate repayment of the entire Grant, and any accrued interest under this Agreement, and any Obligations;

(ii) At any time proceed to protect and enforce all rights and remedies available to the County under this Agreement or by Law, by any other proceedings, whether for specific performance of any agreement contained in this Agreement, damages, or other relief;

(iii) Suspend or terminate the Recipient's authority to receive any undisbursed Grant proceeds at any time by notice to the Recipient.

(b) All remedies provided for in this Agreement or by Law are cumulative and are in addition to any other rights and remedies available to the County under any Law. The exercise of any right or remedy by the County shall not constitute a cure or waiver of any Default by the Recipient, nor invalidate any act done pursuant to any notice of Default, nor prejudice the County in the exercise of those rights.

(c) The failure of the County to insist upon performance of any term of this Agreement shall not constitute a waiver of any term of this Agreement. No act of the County shall be construed as an election to proceed under any one provision in this Agreement to the exclusion of any other provision.

(d) If the County suspends or terminates this Agreement, the rights and remedies available to the County shall survive the suspension or termination.

Section 4.03. Setoff.

The County may set off against and apply any funds of the Recipient on deposit with, or under the control of, the County to the payment of the Obligations, without notice and without resort to any judicial proceeding.

**ARTICLE V**  
**MISCELLANEOUS**

Section 5.01. Notices.

(a) All communications between the parties made pursuant to this Agreement shall be in writing.

(b) All communications shall (a) when mailed, be effective three business days after it is deposited in the mails, (b) when mailed for next day delivery by a reputable overnight courier service, be effective one business day after mailing, and (c) when sent by fax, be effective when it is faxed and receipt of the communication is confirmed by return fax. Communications shall be delivered to the office of the addressee, as follows:

- (i) Communications to the County shall be mailed to:  
Kent County, Maryland  
Jamie Williams, Director Economic & Tourism Development  
400 High Street, 3<sup>rd</sup> Floor, Chestertown, MD 21620

410-810-2168 [jlwilliams@kentgov.org](mailto:jlwilliams@kentgov.org)

With a copy to the Counsel to the County.

- (ii) Communications to the Recipient shall be mailed to:

Maryland Transportation Authority

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
With a copy to the Counsel to the Recipient.

- (c) The Recipient and the County may change their notice addresses by sending written notice to the other party.

Section 5.02. Assignment.

No benefit or burden imposed on the Recipient under this Agreement may be assigned without the prior written consent of the County and the Department.

Section 5.03. Successors Bound.

This Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their successors and permitted assigns.

Section 5.04. Severability.

The invalidity of any part of this Agreement shall not affect the validity of the remaining provisions of this Agreement.

Section 5.05. Entire Agreement.

This Agreement constitutes the entire agreement between the Recipient and the County and supersedes all prior oral and written agreements, representations, and negotiations between the parties concerning the Grant and the Obligations.

Section 5.06. Amendment of Agreement.

This Agreement may be amended only in writing executed by the County and the Recipient.

Section 5.07. Headings.

The headings used in this Agreement are for convenience only and do not constitute a part of this Agreement.



Section 5.08. Disclaimer of Relationships.

The Recipient acknowledges that the obligation of the County is limited to making the Grant on the terms set forth in this Agreement. Nothing in this Agreement, and no act of the County or the Recipient, shall be deemed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or any other relationship between the Recipient and the County.

Section 5.09. Governing Law.

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

Section 5.10. Term of Agreement.

Except as otherwise provided in this Agreement, unless sooner terminated by the mutual consent of the Recipient and the County, this Agreement shall remain in full force and effect until all issues arising under this Agreement have been resolved to the satisfaction of the County.

Section 5.11. Illegality.

If performance of any obligation under this Agreement would require the performing party to violate the Law, then the performance shall be reduced to the level permitted by Law, and if (1) any provision of this Agreement, other than provisions requiring the Recipient to pay interest, principal, principal and interest, or any other of the Obligations, operates, or would operate, to invalidate any part of this Agreement, then such provision only shall be void as though not set forth in this Agreement, and the remainder of this Agreement shall remain in full force and effect, (2) provision of this Agreement requires the Recipient to pay interest, principal, principal and interest, or any other of the Obligations is held to be invalid, then at the option of the County, the entire unpaid sum under the Grant, with all unpaid interest accrued thereon, and all other unpaid Obligations shall become due and payable.

**Section 5.12. WAIVER OF JURY TRIAL.**

**THE RECIPIENT HEREBY VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER AND IN CONNECTION WITH THE GRANT, THIS AGREEMENT.**

Section 5.13. Expenses.

The Recipient shall pay all Expenses in connection with the execution and delivery of this Agreement.

Section 5.14. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one document. Signatures provided by facsimile or other electronic means, for example, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

**IN WITNESS WHEREOF**, the Recipient and the County have caused this Agreement to be executed and delivered as of the date first above written.

**KENT COUNTY, MARYLAND**

By:   
Name: Ronald H. Fithian  
Title: President

**MASS TRANSIT ADMINISTRATION**

By: \_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

z: div finance\medaaf\isg\deals\ Kent County-Worton RR\regrant agreement.doc

**EXHIBIT A**

**GRANT REQUEST FOR DISBURSEMENT**

1. Project Name: Chestertown Line at Worton
2. Applicant: **KENT COUNTY, MARYLAND**
3. Request No. 1 of 1
- 4.

| Activity             | Actual Cost (&<br>Contract # if<br>applicable) | Amount Requested<br>from Department in<br>this Request | Cumulative Amount<br>Requested from<br>Department to date |
|----------------------|------------------------------------------------|--------------------------------------------------------|-----------------------------------------------------------|
|                      |                                                |                                                        |                                                           |
|                      |                                                |                                                        |                                                           |
|                      |                                                |                                                        |                                                           |
|                      |                                                |                                                        |                                                           |
|                      |                                                |                                                        |                                                           |
| <b><u>TOTAL:</u></b> |                                                |                                                        |                                                           |

**INSTRUCTIONS:**

- (1) Cost figures must be supported by adequate documentation (invoices, bills, vouchers, etc.).

**[CERTIFICATION APPEARS ON THE NEXT PAGE.]**

**CERTIFICATION:**

I, \_\_\_\_\_, \_\_\_\_\_ of **MASS TRANSIT ADMINISTRATION** (the “Recipient”) hereby certify to KENT COUNTY, MARYLAND (the “County”) that:

1. The capitalized terms in this Request shall have the meanings given to them in the Grant Agreement dated \_\_\_\_\_ between the Recipient and the County (the “Agreement”)

2. The attached request is for the Grant funds to reimburse the Recipient for a portion of the Eligible Project Costs.

3. This request is not for previously requested funds.

4. The conditions to be satisfied prior to the disbursement of the First Grant in the Agreement have been met.

5. Attached to this Request are the invoices for the Eligible Costs to be reimbursed with the Grant as well as the inspection reports showing that the line is operational.

**WITNESS:**

**MASS TRANSIT ADMINISTRATION**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**GRANT AGREEMENT**

**EXHIBIT B**

**PRE-CLOSING AND CLOSING CHECKLIST**

**GRANT AGREEMENT**

**EXHIBIT C**

**List of Minority Contractors, Subcontractors, and Vendors Used in Project.**

| <b><u>Name and Address of<br/>Minority Business<br/>Providing Goods or<br/>Services</u></b> | <b><u>MDOT MBE<br/>Certification # or<br/>Federal SBA<br/>Certification #</u></b> | <b><u>Nature of Goods or<br/>Services</u></b> | <b><u>Dollar<br/>Amount</u></b> |
|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------|---------------------------------|
| 1.                                                                                          |                                                                                   |                                               |                                 |
| 2.                                                                                          |                                                                                   |                                               |                                 |
| 3.                                                                                          |                                                                                   |                                               |                                 |
| <b><u>Total Dollar Amount</u></b>                                                           |                                                                                   |                                               |                                 |

## **GRANT AGREEMENT**

**THIS GRANT AGREEMENT** (as it may be amended, this “Agreement”) is made as of this 9th day of January 2024, between **KENT COUNTY, MARYLAND**, a political subdivision of the State of Maryland (the “Recipient”), and **DEPARTMENT OF COMMERCE**, a principal department of the State of Maryland (the “Department”).

### **RECITALS**

1. Pursuant to the provisions of the Maryland Economic Development Assistance Authority and Fund, codified as Sections 5-301 through 5-349 of the Economic Development Article of the Annotated Code of Maryland (the “Act”), the Department has determined to make a grant to the Recipient in the amount of \$100,000 (the “Grant”).

2. Pursuant to a Grant Agreement of even date herewith between the Recipient and the Maryland Transit Administration (the “Regrant Agreement”), the Grant will be regranted (the “Regrant”) by the Recipient to the Maryland Transit Administration, a modal agency of the Maryland Department of Transportation acting on behalf of the State of Maryland (“MTA”) and will be used as specifically set forth in the terms of this Agreement and the Regrant Agreement but generally in connection with the safety rehabilitation of the Chestertown railroad line in Kent County, Maryland consisting of improvements to the Eastman siding and Worton curve that will be carried out by the MTA pursuant to the Contract (defined below) (collectively “the “Project”).

**NOW, THEREFORE**, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **ARTICLE I** **DEFINITIONS**

All accounting terms not specifically defined herein shall have the meanings determined by generally accepted accounting principles, consistently applied. All terms previously defined are incorporated in this Agreement by reference. Capitalized terms used in this Agreement have the meanings defined below:

“Application” means the Application from the Recipient to the Department dated January 10, 2023, as it may be amended.

“Claim” means any action or other claim for liability, loss, expense, or other cost, including fees, costs and expenses of attorneys, consultants, contractors, and experts.

“Completion Date” means October 15, 2023.

“Contract” means the State of Maryland Department of Transportation Maryland Transit Administration Contract Agreement for Eastman Siding and Worton Curve Safety Project dated September 13, 2023, Contract No. T-1744-01501, between MTA and David A. Bramble, Inc.

“Contribution” means the provision of \$5,000,000 towards the costs of the Project consisting of the Maryland and Delaware Grant, the Federal Railroad Administration Grant, the Eastman Grant, the DCR Grant, the Recipient Grant, the Grant and MTA’s Contribution.

“Contribution Documents” means collectively, the DCR Funding Agreement, the Eastman Funding Agreement, the Federal Railroad Grant Agreement, the Maryland and Delaware Funding Agreement and the Recipient Funding Agreement

“DCR” means the Delmarva Central Railroad Company.

“DCR Funding Agreement” means the Project Funding Agreement dated November 28, 2022 between MTA and DCR executed in connection with the DCR Grant.

“DCR Grant” means the \$5,000 grant from DCR to MTA for the Project made pursuant to the DCR Funding Agreement

“Default” means any default under Article IV of this Agreement.

“Eastman” means Eastman Specialties Corporation.

“Eastman Funding Agreement” means the Project Funding Agreement dated November 28, 2022 between the MTA and Eastman executed in connection with the Eastman Grant.

“Eastman Grant” means the \$100,000 grant from Eastman to MTA for the Project pursuant to the Eastman Funding Agreement.

“Eligible Project Costs” means costs incurred directly by the MTA specifically for the Project, and not incurred or reimbursed by any other party or entity, including DCR, Eastman, Federal Railroad Administration, MDRC and the costs funded by the Recipient Grant and the MTA Contribution. Eligible Project Costs must be approved by the Department and the Recipient.

“Expenses” means all costs and expenses incurred by the Department (whether before or after a Default) in connection with, or in exercising or enforcing any rights, powers and remedies provided in this Agreement.

“Federal Railroad Administration” means the U.S. Department of Transportation, Federal Railroad Administration



“Federal Railroad Administration Grant” means the \$2,500,000 grant from the Federal Railroad Administration to MTA for the Project pursuant to the Federal Railroad Grant Agreement.

“Federal Railroad Grant Agreement” means the Grant Agreement dated June 15, 2023 between the Federal Railroad Administration and MTA executed in connection with the Federal Railroad Administration Grant.

“Governmental Authority” means the United States, the State, or any of their political subdivisions, agencies, or instrumentalities, including any local authority having jurisdiction over any aspect of the Project.

“Laws” means any current or future federal, state and local laws, statutes, rules, ordinances, regulations, codes, decisions, interpretations, orders, or decrees of any court or other Governmental Authority having jurisdiction.

“Maryland and Delaware Funding Agreement” means the Project Funding Agreement dated November 28, 2022 between MTA and MDRC executed in connection with the Maryland and Delaware Grant.

“Maryland and Delaware Grant” means the \$100,000 grant from MDRC to MTA for the Project executed in connection with the Maryland and Delaware Funding Agreement.

“MDRC” means The Maryland and Delaware Railroad Company.

“MTA’s Contribution” means MTA’s provision of \$2,185,000 towards the costs of the Project.

“Obligations” means all duties of payment, performance, and completion owed by the Recipient to the Department under this Agreement and by law, including the obligations to:

(a) Pay all sums of money owed in connection with the Grant and this Agreement due or to become due, and past, present, and future advances under this Agreement, all money advanced or expended by the Department as provided for in this Agreement, and all Expenses; and

(b) Strictly observe and perform all of the provisions of this Agreement, time being of the essence.

“Recipient Funding Agreement” means the Project Funding Agreement dated November 28, 2022 between the Recipient and MTA executed in connection with the Recipient Grant.

“Recipient Grant” means the \$10,000 grant from the Recipient to MTA for the Project pursuant to the Recipient Funding Agreement.

“State” means the State of Maryland.

## **ARTICLE II** **TERMS OF THE GRANT AND DISBURSEMENT**

### **Section 2.01. The Grant and Regrant.**

Subject to the terms of this Agreement, the Department agrees to extend the Grant to the Recipient. Immediately upon receipt of the Grant, the Recipient covenants to make the Regrant as provided in the Regrant Agreement.

### **Section 2.02. Disbursement.**

(a) In General. Subject to the continued compliance by the Recipient with this Agreement, the continued satisfaction of all conditions precedent to disbursing the Grant proceeds under this Agreement, and the continued non-existence of a Default or any event, circumstance, act or omission which with the giving of notice, the passage of time, or both, would constitute a Default, the Department shall advance to the Recipient the full amount of the Grant pursuant to a completed Request for Disbursement, the form of which is attached hereto as Exhibit A (the “Request”).

(b) Disbursement. The Request shall be made to the Department at the address specified in Section 5.01, or at any other place that the Department designates.

(c) Disbursement to the Recipient. The disbursement shall be made directly to the Recipient by check or by wire transfer. The Department shall only disburse Grant proceeds upon confirmation that the proceeds will be used to reimburse MTA -for Eligible Project Costs.

(d) Conditions for Disbursement. The obligation of the Department to disburse the proceeds of the Grant is subject to the satisfaction of the following conditions as of the date the disbursement is made:

(i) Receipt of Request for Disbursement. The Department shall have received a completed Request.

(ii) Representations True. No representation or warranty of the Recipient contained in this Agreement shall be or have become materially incorrect or inaccurate.

(iii) No Defaults. There shall be no breach, default, or event of default (including a Default) under the terms of this Agreement, and no event, circumstance, act, or omission shall exist which with the giving of notice, the passage of time, or both, would constitute breach, default, or event of default (including a Default) under this Agreement.

(iv) Solvency Certifications. If requested by the Department, the Recipient shall deliver to the Department satisfactory evidence that no (1) petition in bankruptcy, voluntary or otherwise, (2) assignment for the benefit of creditors, (3) petition seeking reorganization or arrangement under bankruptcy laws of the United States or of any state, or (4) other action brought under any bankruptcy laws, is pending against MTA. The Department may request such a certification at any time during the Grant term.

(v) No Adverse Change. There has been no materially adverse change in MTA's financial condition from that reflected in MTA's financial statements most recently submitted to the Department and the Recipient prior to the closing.

(vi) Contributions. The Recipient shall provide evidence to the Department that the Project is complete and operational and the full amount of the Contribution was expended for the Project.

(e) The Recipient's right to submit the Request shall terminate 45 days after the Completion Date.

(f) Availability of Grant Funds. Disbursements of Grant proceeds are subject to the continuing availability of funds for such purpose, the State's fiscal position, the Department's financial resources, and compliance with all applicable Laws. The Department may, at any time, assess the State's fiscal position and the Department's financial resources and reduce the amount of undisbursed Grant funds.

Section 2.03. Conditions Precedent to Disbursement.

Before disbursing the Grant proceeds, the Department shall receive all of the items set forth on the Pre-Closing and Closing Checklist attached hereto as Exhibit B, in form and substance acceptable to the Department.

Section 2.04. Termination of Right to Receive Grant Funds. Notwithstanding anything in this Agreement to the contrary, the Recipient's right to receive disbursement of the Grant funds under this Agreement shall terminate if all of the conditions of this Agreement and the Regrant Agreement and have not been satisfied in the sole discretion of the Department.

**ARTICLE III**  
**REPRESENTATIONS, WARRANTIES,**  
**AND COVENANTS OF THE RECIPIENT**

Section 3.01. Representations and Warranties.

The Recipient represents and warrants as follows:

(a) Organization. The Recipient:

(i) Is a validly existing political subdivision under the laws of the State.

(b) Resolution. A resolution has been duly adopted as an official act of the Recipient's governing body, authorizing the execution and delivery of this Agreement by the Recipient, and authorizing and directing the person executing this Agreement to do so on behalf of the Recipient.

(c) Due Authorization. The Recipient has the full power and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement to accept the Grant as contemplated hereby, to execute and deliver this Agreement, and to comply with the terms set forth in this Agreement, which has been duly authorized by all necessary action of the Recipient. No approval of any other person or public authority or regulatory body is required as a condition to the validity of this Agreement, or, if required, the approval has been obtained.

(d) Validity of this Agreement. This Agreement has been properly executed by the Recipient and will:

(i) Not violate any Laws, or any provision of the Recipient's charter;

(ii) Not violate any provision, or result in a breach, of any document or agreement binding on the Recipient or affecting its property; or

(iii) Constitute the valid and legally binding obligations of the Recipient, fully enforceable against the Recipient, in accordance with its terms.

(e) Legal Actions. There is no (1) Claim pending or, to the best of the Recipient's knowledge, threatened in any court or before any governmental agency, and (2) investigation by or before any Governmental Authority, that:

(i) Questions the validity or enforceability of this Agreement, or any action taken, or to be taken, under any of them;

(ii) Is likely to result in any material adverse change in the authority, properties, assets, liabilities, or conditions (financial or otherwise) of the Recipient that would materially impair the Recipient's ability to perform any of its obligations under this Agreement; or

(iii) Affects the Project.

(f) Application. All information in the Application was true and complete in all material respects as of the date of the Application. The Recipient is aware of no event that would require any amendment to the Application in order to make any information in the Application true and complete in all material respects and not misleading in any material respect as of the date of this Agreement, and the Recipient is aware of no event or other fact that should have been, and has not been, reported in the Application as material information.



(g) Defaults. There is no event of default or default (including a Default) on the part of the Recipient under this Agreement, and no event has occurred or is continuing that, with notice, or the passage of time, or both, would constitute an event of default or default (including a Default) under this Agreement.

(h) Compliance With Laws. The Recipient has complied with all Laws.

(i) State Drug Policy. The Recipient is in compliance with the State's policy concerning drug and alcohol free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08.

(j) Priority Funding Area. The Project is located in a "Priority Funding Area" as that term is defined in Title 5-7B of the State Finance and Procurement Article of the Annotated Code of Maryland.

(k) Resolution. A resolution has been duly adopted as an official act of the County Commissioners supporting the Project.

(l) Contribution Documents.

(i) A complete copy of the documents executed in connection with the Contribution Documents has been delivered to the Lender.

(ii) No event, circumstance, act or omission has occurred that with the giving of notice, the passage of time, or both, would constitute a default or an event of default under the documents executed in connection with the Contribution Documents.

(m) Contract.

(i) A complete copy of the Contract has been delivered to the Department.

(ii) No event, circumstance, act or omission has occurred that with the giving of notice, the passage of time, or both, would constitute a default or an event of default under the documents executed in connection with the Contract.

### Section 3.02. Recipient's Covenants.

The Recipient covenants as follows:

(a) Repayment and Performance. The Recipient shall promptly pay, and perform all of the Obligations in the manner provided in this Agreement.

(b) Use of Grant Proceeds. The Recipient shall use the Grant proceeds to make the Regrant to reimburse MTA for Eligible Project Costs.

(c) State Drug Policy. The Recipient will comply with the State's policy concerning drug and alcohol free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, for the term of this Agreement.

(d) Books and Records. The Recipient shall keep any books, records, and other documents that may be required under the rules and procedures now or hereafter applicable to MEDAAF Grants made by the Department, and as may be reasonably necessary to disclose fully the amount and disposition of the Grant, the total costs incurred to complete the Project, and the source of all funds expended towards the costs of the Project. All books, records and other documents shall be maintained at the offices of the Recipient for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Department. All books, records and other documents shall be maintained until the first to occur of (i) three years after completion of the Project, or (ii) the completion of an audit of the Project by the State.

(e) Press Releases. Without the prior consent of the Department, the Recipient may not issue any press releases in connection with the Grant, the State, or the Department.

(f) Further Assurances. At any time, upon request by the Department, the Recipient, at its sole expense, will make, execute, and deliver, or cause to be made, executed, and delivered, any additional documents that may, in the opinion of the Department, be necessary or desirable to effectuate, complete, perfect, continue, or preserve the Obligations.

(g) Indemnification. Subject to the law, the Recipient releases the State and the Department from, and agrees to protect, indemnify and save each of them harmless against, any Claims and Expenses incurred by, or asserted against, any of them, arising in connection with the Grant, or the Project. All money expended by the State or the Department as a result of such Claims and Expenses, together with interest at a rate equal to 12% per annum from the date of payment, shall constitute an additional indebtedness of the Recipient and shall be immediately due and payable by the Recipient to the State and the Department. Nothing contained in this Section 3.02(g) or in this Agreement shall be construed as a limit on the Obligations. This Section 3.02(g) shall survive termination of this Agreement and repayment or forgiveness of the Grant.

(h) Contractor's Non-Discrimination/ Minority Enterprises.

(i) The Recipient shall cause MTA to not discriminate on the basis of race, color, sex, religion, or national or ethnic origin in its hiring of contractors to carry out any portion of the Project. The Recipient shall require that MTA prohibit its contractors from engaging in such discrimination in the hiring of subcontractors to carry out any portion of the Project.

(ii) The Recipient agrees to cause MTA to support the State's interest in expanding procurement opportunities for contractors and vendors who are minority business enterprises ("MBE"), as that term is defined in § 14-301 of the State Finance and Procurement Article. Before disbursement of the Grant funds, the Recipient shall cause MTA to submit a list,

in the form attached as Exhibit C to this Agreement of the minority businesses from which goods and services were procured, and the nature and dollar amount of goods or services.

(i) Expenses. All Expenses incurred by the Department shall become part of the Obligations and shall be repaid by the Recipient on demand, together with interest at a rate equal to 12% per annum from the date of incurrence.

(j) Political Contributions.

(i) The Recipient shall not use any Grant proceeds to make contributions: (1) to any persons who hold, or are candidates for, elected office; (2) to any political party, organization, or action committee; or (3) in connection with any political campaign or referendum.

(ii) If in any fiscal year ending during the term of this Agreement the Recipient derives more than 50% of its operating funds from State funding, it shall not contribute any money or thing of value: (1) to any persons who hold, or are candidates for, elected office; (2) to any political party, organization, or action committee; or (3) in connection with any political campaign or referendum.

(k) Compliance With Laws. The Recipient will comply with all Laws.

(l) Regrant Agreement. The Recipient shall strictly enforce the terms of the Regrant Agreement and will not amend the Regrant Agreement without the prior written approval of the Department.

(m) Contribution. The Recipient will cause the Contribution to be expended by the Completion Date.

(n) Completion. The Recipient shall:

(i) Cause the Project to be completed by the Completion Date; and

(ii) Cause MTA to satisfy all applicable Laws for the operation of the Project by the Completion Date.

#### **ARTICLE IV** **DEFAULT AND REMEDIES**

##### **Section 4.01. Defaults.**

The following events shall constitute a Default under this Agreement:

(a) The Recipient fails to make any payment required by this Agreement, including the Obligations;

(b) Any event of default occurs under the Regrant Agreement, the Contract or the Contribution Documents;

(c) Any Grant proceeds are used for any purpose other than Eligible Project Costs;

(d) The Recipient breaches any covenant, representation, warranty, or other provision in this Agreement; or

(e) Any statement made in any certificate, report or opinion (including legal opinions), financial statement, or other document furnished in connection with the Grant was incorrect in any material respect when made.

Section 4.02. Remedies.

(a) Upon the occurrence of any Default, the Department may:

(i) Require immediate repayment of the entire Grant, and any accrued interest under this Agreement, and any Obligations;

(ii) At any time proceed to protect and enforce all rights and remedies available to the Department under this Agreement or by Law, by any other proceedings, whether for specific performance of any agreement contained in this Agreement, damages, or other relief;

(iii) Suspend or terminate the Recipient's authority to receive any undisbursed Grant proceeds at any time by notice to the Recipient.

Section 4.03. Setoff.

The Department may set off against and apply any funds of the Recipient on deposit with, or under the control of, the State to the payment of the Obligations, without notice and without resort to any judicial proceeding.

**ARTICLE V**  
**MISCELLANEOUS**

Section 5.01. Notices.

(a) All communications between the parties made pursuant to this Agreement shall be in writing.

(b) All communications shall (a) when mailed, be effective three business days after it is deposited in the mails, (b) when mailed for next day delivery by a reputable overnight courier service, be effective one business day after mailing, and (c) when sent by fax, be



effective when it is faxed and receipt of the communication is confirmed by return fax. Communications shall be delivered to the office of the addressee, as follows:

- (i) Communications to the Department shall be mailed to:

Department of Commerce  
401 East Pratt Street, 17th Floor  
Baltimore, Maryland 21202  
Attention: Finance Programs Accounting and Administration

With a copy to the Counsel to the Department, on the 5th Floor at the same address, or if by fax, to 410-333-8298.

- (ii) Communications to the Recipient shall be mailed to:

Kent County, Maryland  
Jamie Williams, Director Economic & Tourism Development  
400 High Street, 3<sup>rd</sup> Floor, Chestertown, MD 21620

410-810-2168 [jlwilliams@kentgov.org](mailto:jlwilliams@kentgov.org)

- (c) The Recipient and the Department may change their notice addresses by sending written notice to the other party.

Section 5.02. Assignment.

No benefit or burden imposed on the Recipient under this Agreement may be assigned without the prior written consent of the Department.

Section 5.03. Successors Bound.

This Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their successors and permitted assigns.

Section 5.04. Severability.

The invalidity of any part of this Agreement shall not affect the validity of the remaining provisions of this Agreement.

Section 5.05. Entire Agreement.

This Agreement constitutes the entire agreement between the Recipient and the Department and supersedes all prior oral and written agreements, representations, and negotiations between the parties concerning the Grant and the Obligations.

Section 5.06. Amendment of Agreement.

This Agreement may be amended only in writing executed by the Department and the Recipient.

Section 5.07. Headings.

The headings used in this Agreement are for convenience only and do not constitute a part of this Agreement.

Section 5.08. Disclaimer of Relationships.

The Recipient acknowledges that the obligation of the Department is limited to making the Grant on the terms set forth in this Agreement. Nothing in this Agreement, and no act of the Department or the Recipient, shall be deemed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or any other relationship between the Recipient and the Department.

Section 5.09. Governing Law.

This Agreement and all of the other Financing Documents shall be governed by the laws of the State.

Section 5.10. Term of Agreement.

Except as otherwise provided in this Agreement, unless sooner terminated by the mutual consent of the Recipient and the Department, this Agreement shall remain in full force and effect until all issues arising under this Agreement have been resolved to the satisfaction of the Department.

Section 5.11. Illegality.

If performance of any obligation under this Agreement would require the performing party to violate the Law, then the performance shall be reduced to the level permitted by Law, and if (1) any provision of this Agreement, other than provisions requiring the Recipient to pay interest, principal, principal and interest, or any other of the Obligations, operates, or would operate, to invalidate any part of this Agreement, then such provision only shall be void as though not set forth in this Agreement, and the remainder of this Agreement shall remain in full force and effect, (2) any provision of this Agreement requires the Recipient to pay interest, principal, principal and interest, or any other of the Obligations is held to be invalid, then at the option of the Department, the entire unpaid sum under the Grant, with all unpaid interest accrued thereon, and all other unpaid Obligations shall become due and payable.

**Section 5.12. WAIVER OF JURY TRIAL.**

**THE RECIPIENT HEREBY VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING**

**OR LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER AND IN CONNECTION WITH THE GRANT OR THIS AGREEMENT.**

Section 5.13. Expenses.

The Recipient shall pay all Expenses in connection with the execution and delivery of this Agreement.

Section 5.14. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one document. Signatures provided by facsimile or other electronic means, for example, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

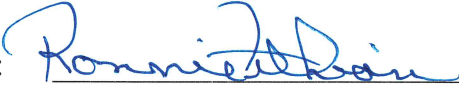
**[SIGNATURES APPEAR ON THE NEXT PAGE.]**

**IN WITNESS WHEREOF**, the Recipient and the Department have caused this Agreement to be executed and delivered as of the date first above written.

**DEPARTMENT OF COMMERCE**

By: \_\_\_\_\_  
Andrew W. Fish  
Senior Director, Finance Programs

**KENT COUNTY, MARYLAND**

By:  (SEAL)  
Name: Ronald H. Fithian  
Title: President

z: div finance\medaaf\isg\deals\



**EXHIBIT A**

**GRANT REQUEST FOR DISBURSEMENT**

1. Project Name: Chestertown Line at Worton
2. Applicant: **KENT COUNTY, MARYLAND**
3. Request No. (number consecutively): 1 of 1

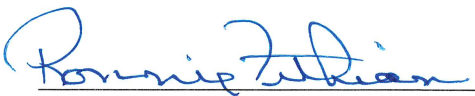
**[CERTIFICATION APPEARS ON THE NEXT PAGE.]**

**CERTIFICATION:**

I, Ronald H. Fithian, President, County Commissioners of **KENT COUNTY, MARYLAND** "Recipient") hereby certify to the Department of Commerce (the "Department" that:

1. The capitalized terms in this Request shall have the meanings given to them in the Grant Agreement dated January 9, 2024, between the Recipient and the Department (the "Agreement").
2. The attached request is for the Grant that will be regranted to MTA to reimburse MTA for a portion of the Eligible Project Costs.
3. This request is not for previously requested costs.
4. The conditions to be satisfied prior to the disbursement of the Grant set forth in the Agreement have been met. The rail line construction completed by the contractor was subject to certain State and Federal milestone inspection and acceptance points throughout the project. The line remained active and operational at all times and continues to be operational.
5. No default exists under the Agreement.
6. The representations and warranties made by the Recipient in the Agreement are true and correct.
7. The conditions to be satisfied prior to the disbursement of the Regrant set forth in the Regrant Agreement have been met.
8. No default exists under the Regrant Agreement.
9. Attached to this Request is a copy of the Regrant Request with all attachments required under the Regrant Agreement, including invoices.
10. The Contribution was expended.

**KENT COUNTY, MARYLAND**

By:  (SEAL)

Name: Ronald H. Fithian

Title: President

Date: January 9, 2024

**GRANT AGREEMENT**

**EXHIBIT B**

**PRE-CLOSING AND CLOSING CHECKLIST**

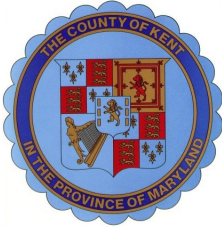
**GRANT AGREEMENT**

**EXHIBIT C**

**List of Minority Contractors, Subcontractors, and Vendors Used in Project.**

| <b><u>Name and Address of<br/>Minority Business<br/>Providing Goods or<br/>Services</u></b> | <b><u>MDOT MBE<br/>Certification # or<br/>Federal SBA<br/>Certification #</u></b> | <b><u>Nature of Goods or<br/>Services</u></b> | <b><u>Dollar<br/>Amount</u></b> |
|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------|---------------------------------|
| 1.                                                                                          |                                                                                   |                                               |                                 |
| 2.                                                                                          |                                                                                   |                                               |                                 |
| 3.                                                                                          |                                                                                   |                                               |                                 |
| <b><u>Total Dollar Amount</u></b>                                                           |                                                                                   |                                               |                                 |





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**Jamie Williams, Director, Economic and Tourism Development**  
**1/9/2024**  
**County Commissioners Meeting**

**Item Summary:**

Village of Kennedyville - Broker(s) Opinion of Value

**ATTACHMENTS:**

**Description**

Novus Agenda Placeholder\_Village of Kennedyville

Cover Sheets Novus Agenda 02.09.24

Cover Sheets Novus Agenda 02.09.24

## Village of Kennedyville – Broker(s) Opinion of Value



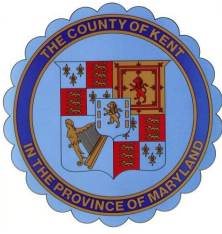
## Village of Kennedyville – Broker(s) Opinion of Value





## Village of Kennedyville – Broker(s) Opinion of Value





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**Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement**  
**1/9/2024**  
**County Commissioners Meeting**

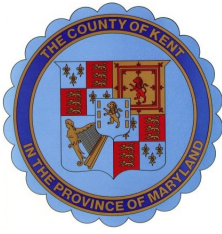
**Item Summary:**

21 or None Tobacco Campaign

**ATTACHMENTS:**

Description





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**Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement**  
**1/9/2024**  
**County Commissioners Meeting**

**Item Summary:**

Tobacco Compliance Check

**ATTACHMENTS:**

Description



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**Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement**  
**1/9/2024**  
**County Commissioners Meeting**

**Item Summary:**

FY2024 Quarterly Report

**ATTACHMENTS:**

**Description**

01.09.24 Kate Weekly Report

01.09.24 Kent Alcohol and Tobacco Enforcement (KATE) 2nd Quarter Stats



## Kent Alcohol and Tobacco Enforcement

**To:** Commissioners Fithian, Nickerson, and Price  
**From:** Bonnie S. Pearsall, Inspector, KATE  
**Date:** January 9, 2024  
**Subject:** FY2024 Quarterly Report

### Memorandum

#### **Routine Alcohol Inspections:**

Routine Quarter 2 Alcohol Inspections were conducted on fifty-six (56) Establishments.

Quarter 2 inspections are for October, November, and December.

#### **Alcohol Mystery Shopper Program:**

The Mystery Shopper Program using the yellow caution card, or the thumbs-up green card was conducted during Quarter 2.

Sixty-two (62) Alcohol establishments were visited using the yellow card green card educational compliance check to see if the establishments were asking for I.D.

Forty-two (42) establishments received the Green card, displaying them as a responsible retailer.

Twenty (20) establishments received the yellow caution card, allowing the Inspector to offer additional education to the establishment/retailer.

#### **Tobacco Mystery Shopper Program:**

The Mystery Shopper Program using the yellow caution card, or the thumbs up green card was conducted during Quarter 2

Thirty-two (32) establishments received the Green Card which displayed them being a responsible retailer.

Two (2) establishments received the caution yellow card which allowed the Inspector to offer additional education to the retailer.

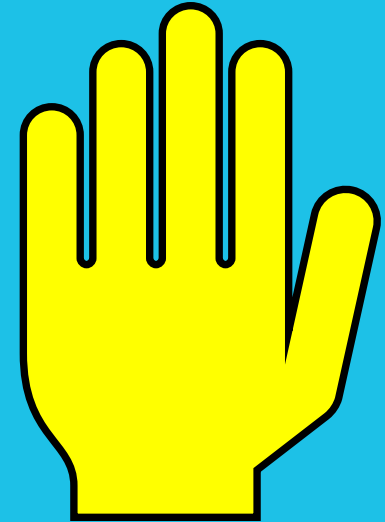
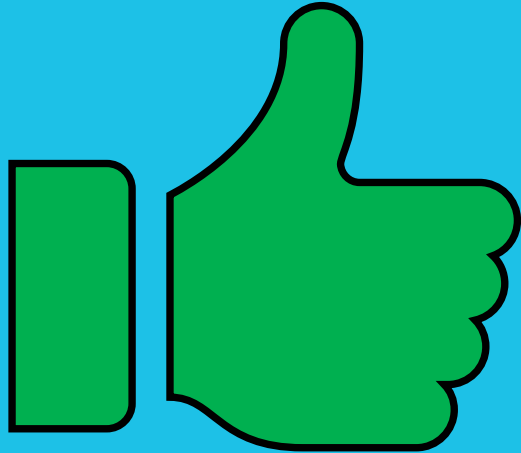
#### **Education:**

2024 Age of Purchase Calendars are in the process of being delivered to all Tobacco and Alcohol Establishments. The calendar displays the most recent date a customer's valid ID can show to legally purchase tobacco/alcohol. If the customer is born after the date that the calendar shows, no age-restricted products can be purchased. These are provided at no cost to retailers. The total cost is \$1,152.00 and 50% of the cost is offset by tobacco enforcement grant funds.



# Kent Alcohol and Tobacco Enforcement (KATE)

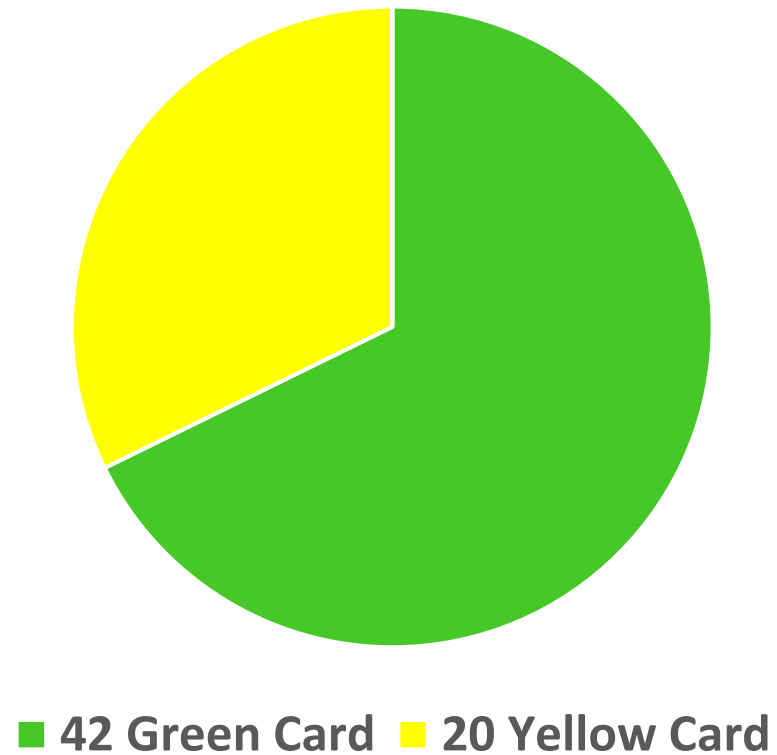
Bonnie S. Pearsall, Inspector



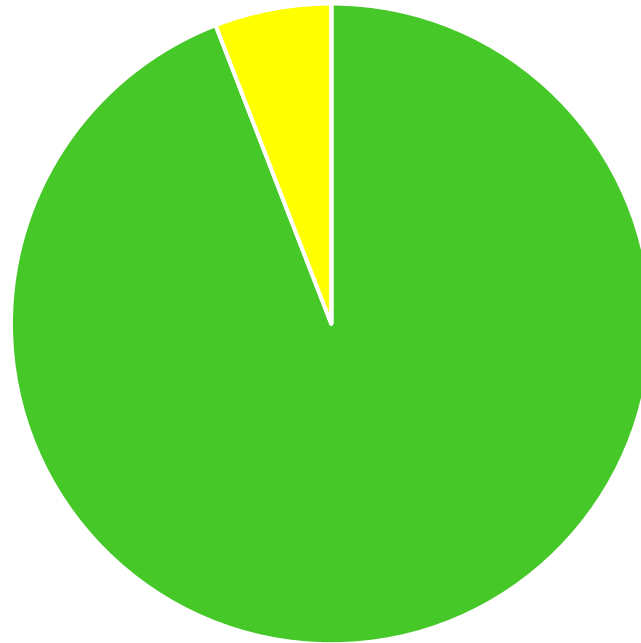
**Education – Shoppers  
are 21 to 27 years of age**



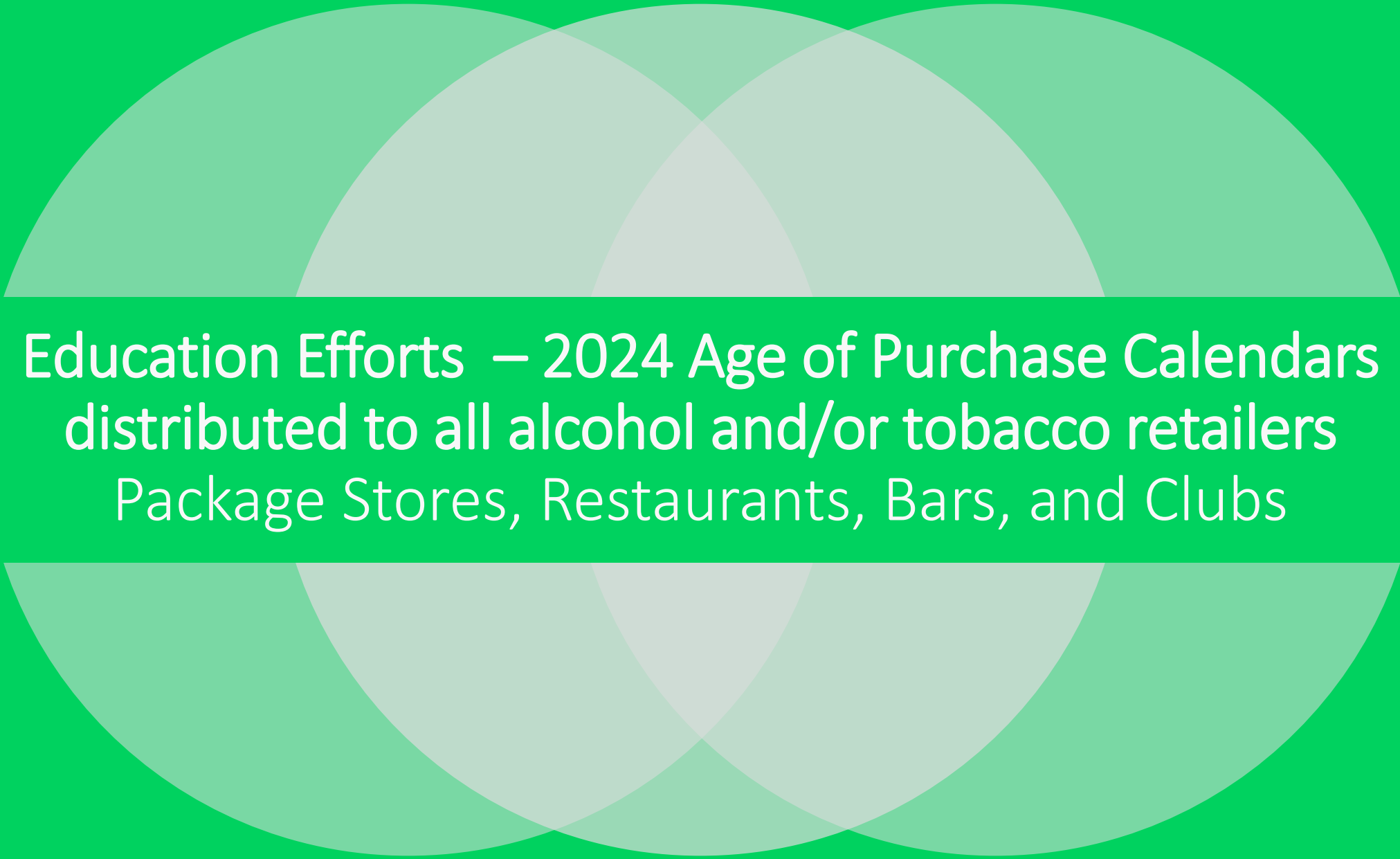
# Mystery Shopper Results - 62 Alcohol Retailers



# Mystery Shopper Results - 34 Tobacco Retailers



■ 32 Green Card ■ 2 Yellow Card



Education Efforts – 2024 Age of Purchase Calendars  
distributed to all alcohol and/or tobacco retailers  
Package Stores, Restaurants, Bars, and Clubs

Questions?  
Please contact me:

Bonnie S. Pearsall  
Office: 410-810-2212  
Cell: 443-282-5785  
[bspearsall@kentgov.org](mailto:bspearsall@kentgov.org)



# Thank you for your support, The KATE Team



Bonnie S. Pearsall  
Inspector



Sondra M. Blackiston  
Clerk/ KATE Manager

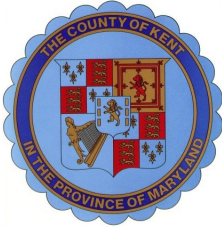


Lacey T. Cox  
Deputy Clerk II



Tonya L. Thomas  
Deputy Clerk II

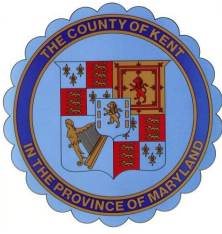




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**Citizen Interest Form Received For Planning Commission  
1/9/2024  
County Commissioners Meeting**

ATTACHMENTS:  
Description



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## **Procedures For Public Comment 1/9/2024 County Commissioners Meeting**

### **ATTACHMENTS:**

#### **Description**

Press and Public Comments

01.09.24 Public Comments Sign In Sheet

### Press and Public Comments

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

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

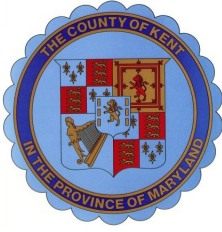
Comments in writing are welcomed and should be given to the staff after your presentation. Any person making personal, impertinent, or slanderous remarks, or whose speech or actions become disruptive, will be asked to leave the meeting.

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

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

**PUBLIC COMMENTS  
SIGN IN SHEET  
January 9, 2023**

[illegible]



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**D. Lee Currey, Director of Water and Science Administration:  
Maryland Department of the Environment  
1/9/2024  
County Commissioners Meeting**

**Item Summary:**

Review of Kent County's Resolution 2023-17 (Toal Park) Amendment

**ATTACHMENTS:**

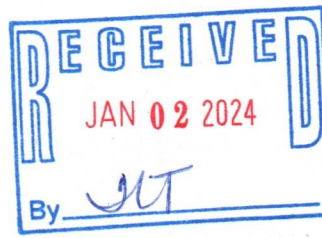
**Description**

12.21.23 Maryland Department of the Environment Correspondence re Kent County Resolution 2023-17





**Maryland**  
Department of  
the Environment



Wes Moore, Governor  
Aruna Miller, Lt. Governor

Serena McIlwain, Secretary  
Suzanne E. Dorsey, Deputy Secretary

December 21, 2023

The Honorable Ronald H. Fithian  
President, Kent County Commissioners  
Kent County Government Center  
400 High Street  
Chestertown, MD 21620

Dear President Fithian:

The Maryland Department of the Environment (MDE) has completed its review of **Kent County's Resolution 2023-17 (Toal Park), Amendment** to the 2018 Kent County Comprehensive Water and Sewerage Plan. The Amendment request adds the Toal Park property (Tax Map 7, Parcel 357) to the existing sewer service area of the Galena Wastewater Treatment Plant via denied access line (from "No Planned Service" to "Existing Service"). The Kent County Commissioners adopted the Amendment on October 17, 2023. See the enclosed map below.

**Maryland Department of Planning Findings**

1. Maryland Department of Planning (MDP) has reviewed the amendment and has advised MDE that amendment appears to be generally consistent with the 2018 Kent County Comprehensive Plan (Kent Comp Plan), specifically:
  - The surrounding county properties, which are not within the town's new 2022 Municipal Growth Area, are not included in the County's designated growth areas (Map 5 – Designated Growth Areas) and are zoned for Agricultural and Resource Conservation District. As this amendment only proposes to serve an existing park and would add one connection to an existing denied access line, it does not appear to induce development in these areas that would seek future connections to sanitary sewer service.
  - The provision of wastewater treatment is consistent with the strategy statement on Page 23, for the County to "focus on adding new and enhancing existing public amenities such as parks, open spaces, pedestrian paths, landscaping, bikeways, water access, public parking, pedestrian trails, community centers, and other recreational facilities in the designated town growth areas and in the villages". While the park is not located within the town's new Municipal Growth Area, which the Kent Comp Plan calls designated town growth areas, it is immediately adjacent to it.
  - Pages 45-47 of the Kent Comp Plan address water and sewer connections in the



Agricultural and Resource Conservation zoning districts, specifically noting six criteria that such connections must meet. Connecting the park property to public sewer fully or partially meets five of the six criteria.

However, connecting the park appears to be inconsistent with the criterion for water or sewer connection in the Agricultural or Resource Conservation zoning districts, that the existing developed property has a dysfunctional on-site wastewater treatment system, that, due to the parcel's characteristics, cannot be replaced with a system meeting current health and environmental standards.

2. While connecting the park property to the denied access line appears to conflict with the requirement that the property have an existing failed septic system, the amendment proposes to serve the property with public sewer to permit full public access to and use of the park due to the "parcel's characteristics." Given the unique characteristics of the property and the County's expressed reasons for connecting it to public sewer, MDP believes that, on balance, the proposed amendment is more consistent with the comprehensive plan than it is inconsistent.
3. Given that the Galena Comprehensive Plan indicates that Kent County has sufficient sewer allocation to serve Toal Park with the Galena system, the town wishes to maintain the community facilities used by town residents, and the proposed enhanced transportation connection between the town and Toal Park, connecting the park to the Galena sewer system, even if it is outside the Municipal Growth Area and ineligible for annexation, appears to be generally consistent with the Galena Comprehensive Plan. It is MDP's recommendation that the County allocate only 1 EDU to the parcel to serve the County's stated need and prevent the property from being redeveloped for more intense uses.

If there are comments or questions regarding MDP's review, MDE encourages the County to contact MDP. See enclosed documents for all MDP's comments and contact information.

#### **MDE Action**

1. Toal Park is seeking a wastewater connection to the Galena WWTP via a denied access line. The Denied Access Facilities policy on page 1-10, Section 1.4.6. in the 2018 Kent County Comprehensive Water & Sewerage Plan prohibits access of any property or parcel to a denied access line unless all of the following are demonstrated:
  - a. The allocation is for an improved legal lot of record that existed prior to the County adoption of the denied access line in the Water and Sewer Plan, and the local health department has certified that the septic system is failing and cannot be corrected on site; or the connection is to an unimproved lot of record that can demonstrate it is buildable by passing on-site well and septic requirements;



- b. The served properties are contiguous to the right-of-way containing the service main;
- c. There is adequate capacity in the treatment and conveyance system to serve the new area or the County has allocation available from the municipality; and
- d. There shall be only one allocation granted per lot, except that additional allocations may be granted if there are multiple authorized uses existing on the lot as of the date of the installation of the line, such as an apartment, small business, second home, and so on.

MDE notes that the Amendment is consistent with three of the four criteria (b, c, d) listed in the denied access policy defined in Section 1.4.6. Consequently, the Amendment appears to be consistent with the overall intent conveyed by the Denied Access Policy stated in the County's Comprehensive Water and Sewer Plan, specifically Section 1.4.6. Parts A & B, which seek to limit growth and development on lands outside the 10-year service areas. The Amendment proposes the installation of a public restroom facility serving a small community park, which will not intensify growth or development on or adjacent to the property. Additionally, a public sewer connection presents an environmentally preferable alternative to an on-site sewage disposal system particularly because the property lies within the Critical Area Boundary of the Chesapeake Bay. Based on requirement (d) of Section 1.4.6., Toal Park will be restricted to 1 EDU. MDE recommends updating the criteria to access a denied access line to allow for public facilities to connect to the line.

- 2. The ultimate connection to the Galena WWTP is being requested by way of a denied access line. As part of the submission of the adopted Amendment, the County has included documentation from the Town of Galena, that confirms the acceptance of 1 EDU of wastewater at the Town of Galena WWTP.
- 3. A PFA exception letter dated April 10, 2014, granted a PFA exception for the construction of the new 110,000 gpd Galena WWTP to serve Galena and two small developments adjacent to the town on Maplewood Lane and Lee Avenue, which are PFA comment areas. As part of another project, the County built a denied access line to connect Georgetown (a PFA) to the new Galena WWTP. Please note that Toal Park (Tax Map 7, Parcel 357) is **not** located within the Kent County PFA.
- 4. Wastewater Treatment Plant Capacity:
  - One (1) property will be connected to the Galena Wastewater Treatment Plant (WWTP). The property referred to as Toal Park, located on Tax Map 7, Parcel 357 will contribute 1 Equivalent Dwelling Unit (EDU) of flow to the Galena WWTP. MDE has determined that the current demand of the Galena WWTP is approximately 0.038 MGD. The design capacity of the Galena WWTP is 0.11 MGD. MDE advises



that there appears to be sufficient capacity at the WWTP to accommodate the additional flow of 1 EDU.

5. Please be advised that based on MDE's Digital Flood Insurance Rate Maps, the property located at Tax Map 7, Parcel 357 is in close proximity to Flood Zone AE (100- year Floodplain). The property should follow local floodplain ordinances and Federal Emergency Management Agency's guidelines and standards. It is advised that the county consider climate resiliency for the property, which could include but not limited to the following steps (<https://toolkit.climate.gov/>):
  - a. Explore Hazards: Identify climate and non-climate stressors, threats, and hazards and how they could affect assets (people and infrastructure).
  - b. Assess vulnerability and risks: Evaluate assets vulnerability and estimate the risk to each asset.
  - c. Investigate options: Consider possible solutions for your highest risks, check how others have responded to similar issues, and reduce your list to feasible actions.
  - d. Prioritize and plan: Evaluate costs, benefits, and capacity to accomplish each action integrating the highest value actions into a stepwise plan.
  - e. Take action: Move forward with your plan and check to see if your actions are increasing your resilience with monitoring.

The County is advised to contact Dave Guignet, State National Flood Insurance Program Coordinator, of MDE's Stormwater, Dam Safety, and Flood Management Program, at (410) 537-3775 for additional information regarding the regulatory requirements for Floodplains and Storm Surges.

The County is advised to contact Matthew C. Rowe, CC-P, Assistant Director of MDE's Water and Science Administration, at (410) 537-3578 for additional information regarding Climate Change and Resiliency.

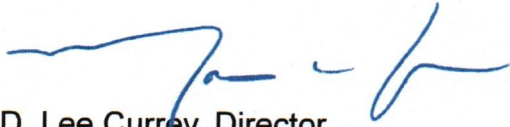
6. There is an updated Water Resources Element (WRE) guidance. The 2022 update WRE guidance can be found at the following link:  
<https://planning.maryland.gov/Pages/OurWork/envr-planning/water-resources-mg/2022/2022-guidance-update.aspx>.  
The guidance includes best practices for protecting receiving waters and for integrating climate change and equity considerations into local water resource planning. By updating the WRE, a required element of local comprehensive plans, jurisdictions will identify recommendations and strategies necessary for ensuring community resilience and sustainability, which can inform and be informed by, project and policy needs for county water and sewer plan updates.

MDE has reviewed the proposed changes and in accordance with §9-507(a) of the Environmental Article, Annotated Code of Maryland, **MDE hereby approves the adopted Resolution 2023-17 (Toal Park), Amendment to the 2018 Kent County Comprehensive Water and Sewerage Plan.**

The Honorable Ronald H. Fithian  
Page 5

This action completes MDE's review, as required by §9-507 of the Environment Article, Annotated Code of Maryland.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Lee Currey', with a stylized flourish at the end.

D. Lee Currey, Director  
Water and Science Administration

Enclosure

cc:

Michael S. Moulds, Director, Kent County Public Works  
Charles Boyd, Director, Planning Coordination, MDP  
Dave Guignet, State NFIP Coordinator, Stormwater, Dam Safety, and Flood  
Management Program, WSA, MDE  
Matthew C. Rowe, CC-P, Assistant Director, WSA, MDE



**Resolution 2023-17 (Toal Park) Map**

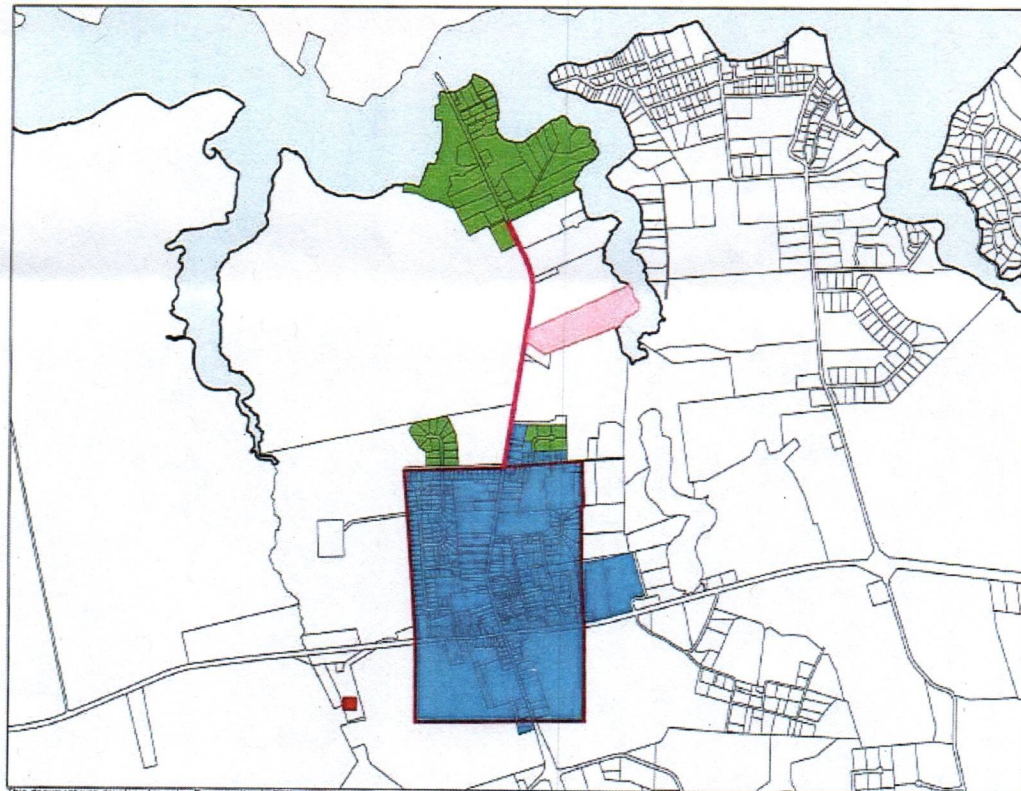


FIGURE 4-3  
TOWN OF GALETA  
WASTEWATER TREATMENT PLANT  
AND SEWERAGE SERVICE AREA

- Legend**
- Treatment Plant
  - Denied Access Force Main
  - Existing Town Service
  - Existing County Service
  - Town Boundary
  - County Boundary
  - Proposed Connection for Toal Park

Kent County  
Comprehensive Water & Sewer Plan  
2018



1 inch = 1,200 feet

Kent County Department of Planning,  
Housing and Zoning, September 2018.  
Revised: 11/18/22: Toal Park Amendment

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



## Maryland DEPARTMENT OF PLANNING

December 4, 2023

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

Re: Kent County Master Water and Sewerage Plan Amendment—Toal Park

Dear Ms. Dalmasy:

Thank you for providing the Maryland Department of Planning (MDP) with a copy of the adopted amendment to the Kent County Water and Sewerage Master Plan. MDP reviewed the above-referenced water and sewerage 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).

The Kent County Commissioners adopted the amendment on September 26, 2023, with an effective date of October 17, 2023. MDP previously reviewed the draft version of this amendment in a letter to MDE dated March 3, 2023. Our recommendation in the March 3, 2023, letter to limit the S1 sewer boundary to only include the comfort station and easement area of the site was not adopted by the county, and the adopted version of this amendment is the same as the draft version previously reviewed. Thus, MDP's comments below are not substantively different than those submitted to MDE on March 3, 2023.

### **Summary of Revisions**

There is one map change associated with this amendment. The amendment would add 17 acres of the county's Toal Park to Figure 4-3, Town of Galena Wastewater Treatment Plant and Sewerage Service map and designate the park property for connection to the Galena sewer system and wastewater treatment plant. The park is adjacent to a denied access line that was installed in 2020, subject to a 2014 PFA exception (more below), to address the health issue of failing septic systems. The denied access line travels north along Route 213 to unincorporated Georgetown, where the denied service line serves approximately 120 residential units. The majority of the site is located within the county's Resource Conservation (RCD) zoning district, or within the Critical Area, as the site abuts Mill Creek. The balance of the area is zoned Agricultural District (AZD).

The county cannot extend service to this site without this amendment because it was not originally included in the denied access service area approved with the 2014 PFA exception. The site does not currently have a septic system use limitation nor contain a public health and safety issue. However, the county is requesting a waiver to Section 1.4.6 Denied Access Facilities of the WSP because Toal Park only meets three of the four requirements for connecting a property to a denied access line.



Kent County is requesting the connection because the installation of a septic system would impact the use of the Toal Park ball fields for public recreation. The county intends to use Program Open Space (POS) funding to install a comfort station for park facility users. MDP reviewed this funding request through the Clearinghouse process, MD20221006-0787, POS# 7490-14-121 to develop a comfort station for the park. MDP commented that an amendment to the WSP would be required.

### Consistency with Comprehensive Plans

#### Kent County

The draft amendment **appears to be generally consistent** with the 2018 Kent County Comprehensive Plan (Kent Comp Plan), specifically:

- The surrounding county properties, which are not within the town's new 2022 Municipal Growth Area, are not included in the county's designated growth areas (Map 5 – Designated Growth Areas) and are zoned for Agricultural and Resource Conservation District. As this amendment only proposes to serve an existing park and would add one connection to an existing denied access line, it does not appear to induce development in these areas that would seek future connections to sanitary sewer service.
- The provision of wastewater treatment is consistent with the strategy statement on Page 23, for the county to “focus on adding new and enhancing existing public amenities such as parks, open spaces, pedestrian paths, landscaping, bikeways, water access, public parking, pedestrian trails, community centers, and other recreational facilities in the designated town growth areas and in the villages”. While the park is not located within the town's new Municipal Growth Area, which the Kent Comp Plan calls designated town growth areas, it is immediately adjacent to it.
- Pages 45-47 of the Kent Comp Plan address water and sewer connections in the Agricultural and Resource Conservation zoning districts, specifically noting six criteria that such connections must meet. Connecting the park property to public sewer fully or partially meets the following five of the six criteria.
  1. Existing, practical, and economic connection.
  2. Provision of service will not lead to expansion, intensification, or new lot creation.
  3. The Planning Commission finds that the connection is consistent with the comprehensive plan. The county submitted that finding to MDE in the amendment package.
  4. The county and state approve a WSP amendment, which is yet to be fully determined.
  5. The connection will not allow new development and is reserved for special circumstances.

Connecting the park **appears to be inconsistent** with the following criterion for water or sewer connection in the Agricultural or Resource Conservation zoning districts.

1. The existing developed property has a dysfunctional on-site wastewater treatment system, that, due to the parcel's characteristics, cannot be replaced with a system meeting current health and environmental standards.

While connecting the park property to the denied access line appears to conflict with the requirement that the property have an existing failed septic system, the amendment proposes to serve the property with public sewer to permit full public access to and use of the park due to the “parcel's characteristics.” Given the unique characteristics of the property and the county's expressed reasons for connecting it to public



sewer, MDP believes that, on balance, the proposed amendment is more consistent with the comprehensive plan than it is inconsistent.

#### Town of Galena

In Galena's 2022 Comprehensive Plan (Galena Comp Plan) update, the town created a new Municipal Growth Area. This area extends north of the current town boundary to Toal Park but does not include the park itself. However, the park would be served by Galena's municipal sewer system and wastewater treatment plant. The town proposes to extend a trail connection along Route 213, and a proposed Nature Corridor route from the town to the park. The proposed corridor appears to indicate some association between areas planned for future municipal growth and areas planned for future county recreation.

The draft amendment is not expressly addressed in the Galena Comprehensive Plan; however, it does provide the following:

- Page 33 indicates that currently 120 residential units are served by the denied access line because of a health issue due to failing septic tanks. Currently, the county has a remaining allocation in the Galena sanitary sewer system of 24,980 gallons per day.
- The Figure, Planned Trails, on page 60, depicts a proposed trail along the state highway (Route 213), connecting the park to the town.
- Figure 15, Planned Parks, on page 63, depicts a new Nature Corridor connecting the town to Toal Park.
- The Community Facilities Element includes the following two objectives on page 61 that inform, but do not directly address this amendment.
  - "Maintain the quality of community facilities and services at a level desired by Town residents."
  - "Ensure that future annexations expand community facilities as needed, as a condition or annexation."

The amendment packet did not include information from the Town of Galena, so MDP does not know the town's position on the amendment or the expectation that it will serve Toal Park with public sewer. Given that the Galena Comprehensive Plan indicates that Kent County has sufficient sewer allocation to serve Toal Park with the Galena system, the town wishes to maintain the community facilities used by town residents, and the proposed enhanced transportation connection between the town and Toal Park, connecting the park to the Galena sewer system, even if it is outside the Municipal Growth Area and ineligible for annexation, **appears to be generally consistent** with the Galena Comprehensive Plan.

#### Other Areas of State Interest

The entire 17 acres of the Toal Park site appears to be proposed for inclusion within the planned sewer service boundary, Figure 4-3. The amendment describes the comfort station as less than 7,500 square feet in size. It is MDP's recommendation that the county allocate only one EDU to the parcel to serve the county's stated need and prevent the property from being redeveloped for more intense uses.

MDP notes that the county's amendment submission includes an analysis recognizing that connecting Toal Park to the denied access line only meets three of four requirements (all of which must be met) outlined in Section 1.4.6 of the Denied Access Facilities section of the WSP for such an action. This amendment would not meet the requirement that the "allocation is for an improved legal lot of record that existed prior to the County adoption of the denied access line in the Water and Sewer Plan, and the local health department has certified that the septic system is failing and cannot be corrected on site; or the connection is to an unimproved lot of record that can demonstrate it is buildable by passing on-site well and septic requirements." As part of this recognition, the county requests a waiver of this requirement, but

it is not clear which agency is responsible for granting such a waiver. The submission indicates that the county Department of Public Works “has no objection to the proposed amendment as it allows the use of available public sewer service for public recreation improvements. The use of public sewer is also more environmentally preferable to a septic system due to the proximity of tidal waters.”

**Priority Funding Area Review**

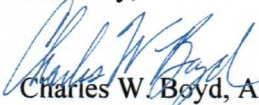
The parcel is not located within the Kent County PFA. The parcel will not qualify as PFA. It appears, but MDP is not certain, that the denied access sewer line to which the county wishes to connect the park with this amendment is subject to a PFA exception granted by the Smart Growth Coordinating Committee in a letter to MDE on April 10, 2014. MDP recommends that MDE review the 2014 exception to determine if it would require any modifications to accommodate this amendment.

**Growth Tier Map Review**

The subject area is designated as Tier IV on the Kent County Senate Bill 236 Tier Map. If MDE approves the amendment, then the area can remain designated as Tier IV or Tier IA since the area is not within a locally designated growth area.

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

Sincerely,



Charles W. Boyd, AICP

Assistant Secretary, Planning Services

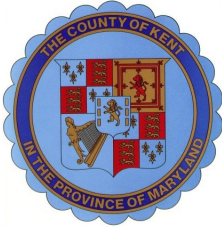
cc: Robin Pellicano; Nicholai Francis-Lau; and Steve Alfaro, MDE

Tony Redman, DNR

Dwight Dotterer, MDA

Jason Dubow; Joseph Griffiths; Sylvia Mosser; David Dahlstrom; and Cassandra Malloy, MDP





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## **American Rescue Plan Act (ARPA) Funds Spend Plan 1/9/2024 County Commissioners Meeting**

### **ATTACHMENTS:**

#### **Description**

12-19-2023 ARPA Fund Commissioner Report

**AMERICAN RESCUE PLAN ACT FUND**  
**AS OF COMMISSIONER MEETING MINUTES DATED**  
**12/19/2023**

| Project                                                      | Department                 | Project Estimate    | Date Approved | Amount Approved     | Date Completed |
|--------------------------------------------------------------|----------------------------|---------------------|---------------|---------------------|----------------|
| Feed the Elderly Year 1                                      | Local Management Board     | 112,800             | 08/31/21      | 112,800             | 9/30/2022      |
| Feed the Elderly Year 2 and 3                                | Local Management Board     | 204,115             | 03/08/22      | 204,115             |                |
| Clariflocculator Replacement Project                         | Water & Wastewater Fund    | 275,000             | 08/31/21      | 275,000             | 6/28/2022      |
| Clariflocculator Replacement Project Change Order #1         |                            | 2,817               | 01/11/22      | 2,817               | 6/28/2022      |
| Clariflocculator Replacement Project Change Order #2         |                            | 90,642              | 01/11/22      | 90,642              | 11/23/2022     |
| AV System                                                    | Information Technology     | 71,254              | 10/26/21      | 71,254              | 5/17/2023      |
| IT Software                                                  | Information Technology     | 27,095              | 10/26/21      | 27,095              | 8/10/2022      |
| Neighborhood & Infrastructure Grants                         | Information Technology     | 258,402             | 12/14/21      | 258,402             |                |
| A/V Equipment in EOC                                         | Emergency Operation Center | 14,087              | 02/01/22      | 14,087              |                |
| SCADA Pump Station Monitoring                                | Water & Wastewater Fund    | 110,065             | 02/08/22      | 110,065             |                |
| Millington/RT301 Wastewater Treatment Feasibility Study      | Water & Wastewater Fund    | 57,500              | 02/08/22      | 57,500              |                |
| Millington/RT301 Wastewater Conveyance System Capacity Study |                            | 9,500               | 09/27/22      | 9,500               |                |
| Tolchester Wastewater-Design Services Influent Screen        | Water & Wastewater Fund    | 52,910              | 02/08/22      | 52,910              |                |
| Tolchester Wastewater - Bid Services and Const. Management   |                            | 35,735              | 09/27/22      | 35,735              |                |
| Tolchester Wastewater Influent Screen Construction           |                            | 600,914             | 04/25/23      | 600,914             |                |
| Worton WWTP Influent Lagoon Engineer Design & Bid Services   | Water & Wastewater Fund    | 33,076              | 03/22/22      | 33,076              |                |
| Worton WWTP Influent Lagoon Engineer Const. Management       |                            | 43,736              | 03/08/23      | 43,736              |                |
| Worton WWTP Lagoon Sludge Removal Contract                   |                            | 1,400,725           | 12/13/22      | 1,400,725           |                |
| Worton WWTP Lagoon Sludge Removal Contract Change Order #1   |                            | 30,000              | 06/13/23      | 30,000              |                |
| Worton WWTP Lagoon Sludge Removal Contract Change Order #2   |                            | (486,784)           | 08/08/23      | (486,784)           |                |
| Kennedyville Pump Station #2 Relocation Design               | Water & Wastewater Fund    | 52,338              | 09/27/22      | 52,338              |                |
| Kennedyville Pump Station #2 Relocation Const. Management    |                            | <i>Deferred</i>     |               |                     |                |
| Kennedyville Pump Station #2 Construction                    |                            | <i>Deferred</i>     |               |                     |                |
| Worton/Kennedyville GIS Water and Sewer Facilities Mapping   | Water & Wastewater Fund    | 75,770              | 09/27/22      | 75,770              |                |
| Worton Vehicle Storage Building & site prep/lighting/heat    | Water & Wastewater Fund    | 40,000              | 10/25/22      | 40,000              |                |
| Worton WWTP Solids Press Replacement Design                  | Water & Wastewater Fund    | 64,940              | 11/28/23      | 64,940              |                |
| Worton WWTP Solids Press Replacement Construction Management |                            | 20,000.00           |               |                     |                |
| Worton WWTP Solids Press Replacement                         |                            | 250,000.00          |               |                     |                |
| <b>Total Amount of Funds Committed</b>                       |                            | <u>\$ 3,446,637</u> |               | <u>\$ 3,176,637</u> |                |
| <b>Amount of ARPA Funds</b>                                  |                            | 3,766,777           |               | 3,766,777           |                |
| <b>Balance of ARPA Funds Remaining</b>                       |                            | <u>\$ 320,140</u>   |               | <u>\$ 590,140</u>   |                |



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## **Contingency and Use of Fund Balance Report 1/9/2024 County Commissioners Meeting**

### **ATTACHMENTS:**

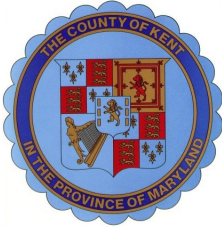
#### **Description**

12-19-2023 Commissioner Report Contingency

**FY24 CONTINGENCY & USE OF FUND BALANCE  
AS OF COMMISSIONERS MEETING MINUTES DATED  
December 19, 2023**

[illegible]





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**Shelley Heller, County Administrator**  
**1/9/2024**  
**County Commissioners Meeting**

**Item Summary:**

Potential Business Expansion and Legal Advice

Statutory authority to close session General Provisions Art. § 3-305(b) (4) To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; and (7) To consult with counsel to obtain legal advice.