

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

**February 27, 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

Proclamation

Shannon Hannawald, Endo Warriors of the Eastern Shore

Endometriosis Awareness Month Proclamation

2024 Girl Scout Week Proclamation

2024 Girl Scout Week Proclamation

Consent Items

#1 - Regular Session Minutes, February 13, 2024

#2 - Liquor Minutes, February 13, 2024

#3 - Closed Session Minutes, February 13, 2024

#4 - Rock Hall Volunteer Fire Company, Multiple Gaming Devices, March 16, 2024

#5 - Chestertown Arts League, DBA RiverArts, Raffle Only, March 1- June 7, 2024

#6 - Kent School Parent Association, Raffle Only, March 22, 2024

Special Class C Licenses

Kent Association of Riding Therapy, Inc., Beer and Wine Only, March 16, 2024

County Attorney

Thomas N. Yeager, County Attorney

Alcoholic Beverage Public Hearing Protocol

Public Hearing Protocol

Public Hearing

Alcoholic Beverage License Hearing

Christopher J. Golder, Member

Shore Hospitality LLC, DBA Flying Decoy Bar and Grill

Class B, Beer, Wine, and Liquor License with Caterer's Privilege and Corkage Privilege

Bill Mackey, Director, Planning, Housing, and Zoning

Code Home Rule Bill 2-2024 To Rescind and Replace the Land Use Ordinance in its Entirety

Departmental Appointments

Bill Mackey, Director, Planning, Housing, and Zoning

Letter of Response

Lisa Mazingo, Director, Kent Family Center

- Memorandum of Understanding, Kent County Public Schools Judy Center Rock Hall Elementary School Early Learning Hub
- Departmental Update

#### Human Resources Director

Jim Miller, Director, Human Resource

Public Works - Water and Wastewater Division Utility Technician Vacancy

Jim Miller, Director, Human Resources

Public Works -Water and Wastewater Plant Operator III

Jim Miller, Director, Human Resources

Detention Center - Correctional Officer Vacancy

#### County Administrator

Muriel Cole, Vice-Chair, Commission on Aging

Request for Member Appointments

#### County Administrator Report

The Honorable Marc A. Korman, Chair and Members of the Environmental and Transportation Committee

Letter of Opposition

Circuit Court for Kent County

Memorandum of Understanding

#### Kent Alcohol and Tobacco Enforcement KATE

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

License Updates

#### Public Comment/Media Review

Procedures For Public Comment

#### For Your Information

McKayla Grasham, Project Scientists II, Trileaf Environmental Architecture Engineering

Notification Letter

Bill Mackey, Director, Planning, Housing, and Zoning

UPDATE on Growth Allocation Application for The Wharf at Handy's Point

#### American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

#### Contingency Fund

Contingency and Use of Fund Balance Report

#### Closed Session

Thomas N. Yeager, County Attorney



Personnel, Legal Advice, and Potential Litigation

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305 (b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; (7) To consult with counsel to obtain legal advice; and (8) to consult with staff, consultants, or other individuals about pending or potential litigation.

Jim Miller, Director, Human Resource Department

Personnel

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

Shelley L. Heller, County Administrator, and Thomas N. Yeager, County Attorney

Legal Advice and Potential Litigation

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305 (b) (7) To consult with counsel to obtain legal advice; and (8) to consult with staff, consultants, or other individuals about pending or potential litigation.

(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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**Shannon Hannawald, Endo Warriors of the Eastern Shore  
2/27/2024  
County Commissioners Meeting**

**Item Summary:**

Endometriosis Awareness Month Proclamation

**ATTACHMENTS:**

Description

02.27.24 Proclamation, Endometriosis Awareness Month

# *Kent County, Maryland*



## *Proclamation*

### **ENDOMETRIOSIS AWARENESS MONTH MARCH**

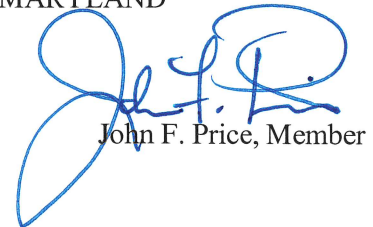
- WHEREAS,** An estimated 200 million women worldwide have been diagnosed with Endometriosis, a disease for which there is no cure and often makes treatments for women problematic; and
- WHEREAS,** The cause of Endometriosis is unknown and helps contribute to the lack of education, understanding, and social acceptance of those who constantly have to battle Endometriosis; and
- WHEREAS,** Endometriosis has caused women to face discrimination from employers, friends, family, and doctors due to this unpredictable disease; and
- WHEREAS,** The local support group, Endo Warriors of the Eastern Shore, has joined together with others to promote awareness, support, and education for a better understanding of Endometriosis and the ability to diagnose and treat it; and
- WHEREAS,** Understanding Endometriosis will help guarantee hope for a better future for women and children who continue to battle this disease.

**NOW, THEREFORE,** We, The County Commissioners of Kent County, Maryland do hereby proclaim March 2024, as "ENDOMETRIOSIS AWARENESS MONTH" in Kent County and recognize and acknowledge the importance of raising awareness of Endometriosis.

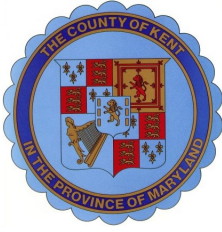
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

  
Ronald H. Fithian, President

  
Albert H. Nickerson, Member

  
John F. Price, Member

February 27, 2024



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## **2024 Girl Scout Week Proclamation 2/27/2024 County Commissioners Meeting**

### **Item Summary:**

Aly Keville (she/her)

*Director of Fund Development*

### **Girl Scouts of the Chesapeake Bay**

T: 302-456-7150 ext. 270

Wrote: The Girl Scouts of the Chesapeake Bay is requesting a proclamation to be delivered to their office located at 225 S. Old Baltimore Pike, Newark DE 19702

### **ATTACHMENTS:**

#### **Description**

02.27.24 Proclamation, 2024 Girl Scout Week

# *Kent County, Maryland*



## *Proclamation*

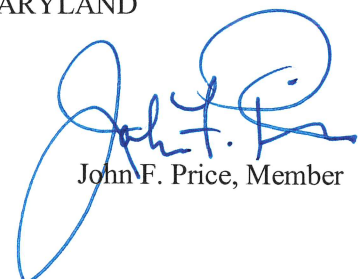
**2024 Girl Scout Week  
March 10-16, 2024**

- WHEREAS,** March 12, 2024, marks the 112th anniversary of Girl Scouts of the USA, the largest and most impactful leadership program for girls in the world; and
- WHEREAS,** throughout its long and distinguished history, Girl Scouting has inspired millions of girls and women with the highest ideals of character, conduct, and patriotism, including Girl Scouts of the Chesapeake Bay who serves over 7,000 members over 14 counties of the Delmarva Peninsula; and,
- WHEREAS,** Girl Scouting connects girls to a world of possibilities in a positive and inclusive, girl-led environment, where girls are inspired to discover their passions and empowered to reach their full potential; and,
- WHEREAS,** Girl Scouts remains dedicated to fostering a sense of public service, civic engagement, and community among girls, while offering enriching opportunities for learning, skill-building, and personal growth in areas such as STEM, entrepreneurship, and the outdoors; and
- WHEREAS,** more than 2.6 million current Girl Scout members nationwide will be celebrating 112 years of this American tradition, with more than 50 million women—trailblazers, visionaries, and leaders—who are Girl Scout alums who have made the world a better place and are living proof of the impact of this amazing Movement; and
- NOW, THEREFORE,** We, The County Commissioners of Kent County, Maryland, do hereby proclaim the week of March 10-16, 2024, as “2024 GIRL SCOUT OF THE WEEK”, in Kent County. We encourage all citizens to applaud the Girl Scout Movement and the Girl Scouts of the Chesapeake Bay for providing girls with a safe, inclusive, all-girl space to hone their skills and develop leadership abilities.

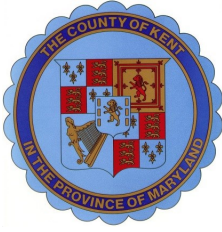
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

  
Ronald H. Fithian, President

  
Albert H. Nickerson, Member

  
John F. Price, Member

February 27, 2024

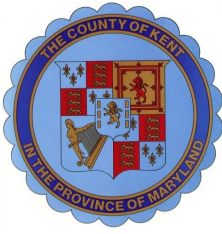


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**#1 - Regular Session Minutes, February 13, 2024  
2/27/2024  
County Commissioners Meeting**

**ATTACHMENTS:**

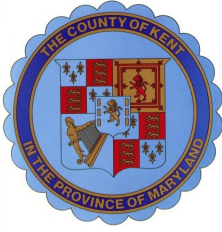
Description



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**#2 - Liquor Minutes, Febuary 13, 2024  
2/27/2024  
County Commissioners Meeting**

ATTACHMENTS:  
Description



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**#3 - Closed Session Minutes, February 13, 2024  
2/27/2024  
County Commissioners Meeting**

**ATTACHMENTS:**

Description





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**#4 - Rock Hall Volunteer Fire Company, Multiple Gaming Devices,  
March 16, 2024**

**2/27/2024**

**County Commissioners Meeting**

ATTACHMENTS:

Description

6-2024 Rock Hall Volunteer Fire Co., Multiple Gaming Device Permit, March 16, 2024

Rock Hall Volunteer Fire Company, Multiple Gaming Devices, Application



## 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

### MULTIPLE GAMING DEVICE AND RAFFLE PERMIT

PERMIT NO. 6-2024

Name of Organization: ROCK HALL VOLUNTEER FIRE CO.  
21500 Rock Hall Ave., P.O. Box 577  
Rock Hall, MD 21661

Responsible Person: Linda George  
21500 Rock Hall Ave., PO. Box 577  
Rock Hall, MD 21661

Approved by the Board of County Commissioners: February 27, 2024  
Activity Permitted:

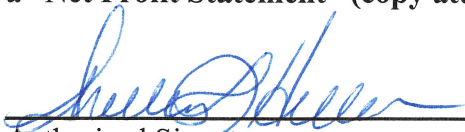
- |     |  |                                     |
|-----|--|-------------------------------------|
| (1) | Multiple Gaming Device                           | <input type="checkbox"/>            |
| (2) | Combination Multiple Gaming Device/Raffle        | <input checked="" type="checkbox"/> |
| (3) | Raffle Only                                      | <input type="checkbox"/>            |
| (4) | "50/50" UP TO \$100 per regular business meeting | <input type="checkbox"/>            |

Location of Activity: Rock Hall Volunteer Fire Co., Rock Hall, MD 21661  
Date & Time of Activity: March 16, 2024, 1:00 p.m. – 5:00 p.m.

#### COMMENTS/CONDITIONS:

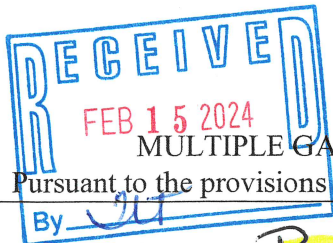
Raffle tickets and pull tabs will be sold during their Purse Bash event.

**\*Within thirty (30) days after the permitted activity, the organization must submit a "Net Profit Statement" (copy attached) to the County Commissioners' Office.**

  
Authorized Signature

County Administrator  
Title

February 27, 2024  
Date



Permit#

6-2024

## 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: Rock Hall Vol. Fire Co.

Address of Organization: 21500 Rock Hall Ave, P.O. Bx 577, Rock Hall, MD 21661

Telephone: (410) 639-7888

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: MD 33043309

Person responsible for complying with permit regulations and requirements:

Name: Linda George

Address: 21500 Rock Hall Ave, Rock Hall, MD 21661

E-Mail: ldagervais@gmail.com

Telephone: (443) 480-0675

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

Location address of fund-raising affair: 21500 Rock Hall Ave  
Rock Hall, MD 21661

Are these premises owned, leased, or regularly occupied by the organization named above? ☒ Yes ☐ NoDate(s) of fund-raising: March 16<sup>th</sup> 2024Date and Time of Drawing: March 16<sup>th</sup> Begin at: 1:00 PM End at: 5:00 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: \_\_\_\_\_

Please Select One:

☐ Pick Up☐ 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 checked="" type="checkbox"/> Lotteries

☐ Other Pull Tabs

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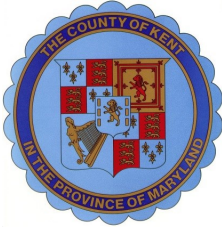
What percentage of funds derived from the multiple gaming devices will be spent or donated to:

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

Name, address and telephone of person completing application:

Linda M. George  
21500 Rock Hall Ave, Rock Hall, Md. 21661  
(443) 480-0675

Signature of person completing application: Linda M. George



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**#5 - Chestertown Arts League, DBA RiverArts, Raffle Only, March 1-  
June 7, 2024  
2/27/2024  
County Commissioners Meeting**

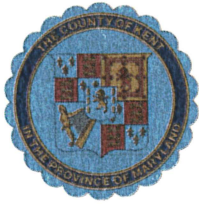
**ATTACHMENTS:**

**Description**

7-2024 Chestertown Arts league DBA RiverArts, Raffle Only, June 7, 2024

Chestertown Arts League, DBA RiverArts, Raffle Only, March 1-June 7, 2024 Application





**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

**MULTIPLE GAMING DEVICE  
AND  
RAFFLE PERMIT**

PERMIT NO. 7-2024

Name of Organization: **CHESTERTOWN ARTS LEAGUE DBA RIVERARTS**  
**315 High Street, Suite 106**  
**Chestertown, MD 21620**

Responsible Person: **Chris Sade**  
**315 High Street, Suite 106**  
**Chestertown, MD 21620**

Approved by the Board of County Commissioners: **February 27, 2024**  
Activity Permitted:

- |     |  |                                     |
|-----|--|-------------------------------------|
| (1) | Multiple Gaming Device                           | <input type="checkbox"/>            |
| (2) | Combination Multiple Gaming Device/Raffle        | <input type="checkbox"/>            |
| (3) | Raffle Only                                      | <input checked="" type="checkbox"/> |
| (4) | "50/50" UP TO \$100 per regular business meeting | <input type="checkbox"/>            |

Location of Activity: **RiverArts, 315 High Street, Suite 106, Chestertown, MD 21620**  
Date & Time of Activity: **June 7, 2024 7:00 p.m. – 8:00 p.m.**

**COMMENTS/CONDITIONS:**

Raffle tickets will be sold March 1, 2024 – June 7, 2024

**\*Within thirty (30) days after the permitted activity, the organization must submit a "Net Profit Statement" (copy attached) to the County Commissioners' Office.**

	<b>County Administrator</b>	<b>February 27, 2024</b>
Authorized Signature	Title	Date

Permit#

7-2024

## 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: Chestertown Arts League DBA RiverArts

Address of Organization: 315 High Street Ste 106 Chestertown MD 21620

Telephone: (410) 778-6300

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: 03929506

Person responsible for complying with permit regulations and requirements:

Name: Chris Sade, Exec. Dir. RiverArts

Address: 315 High Street Ste 106 Chestertown MD 21620

E-Mail: Chrissade@Chestertownriverarts.org

Telephone: (410) 778-6300

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

Location address of fund-raising affair:

RiverArts  
315 High Street Ste 106  
Chestertown MD 21620

Are these premises owned, leased, or regularly occupied by the organization named above? ☒ Yes ☐ NoDate(s) of fund-raising: March 1 to June 7Date and Time of Drawing: June 7 Begin at: 7pm End at: 8pm

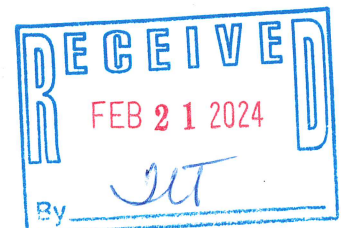
If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity,  
please sign below.

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: Chris Sade

Please Select One:

- ☒ Pick Up 443-282-5045 Chris.
- ☐ 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 _____
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Will this fund-raiser be managed and operated only by individuals domiciled in Kent County? ☒ Yes ☐ No  
If no, please explain circumstances:

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? N/A

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

\_\_\_\_\_ % Civic 100 % Charitable \_\_\_\_\_ % Educational

Name, address and telephone of person completing application:

Chris Sade, Exec. Dir., RUCIA  
315 High St. Ste 106  
Chestertown, MD 21620  
(410) 778-6300

Signature of person completing application:

[Signature]





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**#6 - Kent School Parent Association, Raffle Only, March 22, 2024  
2/27/2024  
County Commissioners Meeting**

**ATTACHMENTS:**

**Description**

8-2024 Kent School Parent Association Raffle Only, March 22, 2024

02.27.24 Kent School Parent Association, Raffle Only, March 22, 2024



**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

**MULTIPLE GAMING DEVICE  
AND  
RAFFLE PERMIT**

PERMIT NO. 8-2024

Name of Organization: KENT SCHOOL PARENT ASSOCIATION  
6788 Wilkins Lane  
Chestertown, MD 21620

Responsible Person: Wendy Hubbert  
6788 Wilkins Lane  
Chestertown, MD 21620

Approved by the Board of County Commissioners: February 27, 2024  
Activity Permitted:

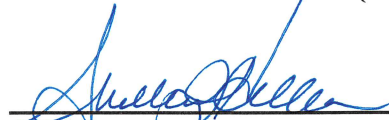
- |     |  |                                     |
|-----|--|-------------------------------------|
| (1) | Multiple Gaming Device                           | <input type="checkbox"/>            |
| (2) | Combination Multiple Gaming Device/Raffle        | <input type="checkbox"/>            |
| (3) | Raffle Only                                      | <input checked="" type="checkbox"/> |
| (4) | "50/50" UP TO \$100 per regular business meeting | <input type="checkbox"/>            |

Location of Activity: 6788 Wilkins Lane, Chestertown, MD 21620  
Date & Time of Activity: March 22, 2024 6:15 p.m. – 7:30 p.m.

**COMMENTS/CONDITIONS:**

Raffle tickets will be sold March 22, 2024

**\*Within thirty (30) days after the permitted activity, the organization must submit a "Net Profit Statement" (copy attached) to the County Commissioners' Office.**

  
Authorized Signature

County Administrator  
Title

February 27, 2024  
Date

## 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:	KSBA (Kent School Parent Association)	
Address of Organization:	6788 Wilkins Lane Chestertown MD 21620	
Telephone:	(410) 778-4100	
Is the organization formed or located in Kent County?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Does the organization serve the residents of Kent County?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Is this organization tax exempt under the provisions of the Internal Revenue Code?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Tax Exempt Number:		

Person responsible for complying with permit regulations and requirements:

Name: Erin

Address: c/o Kent School 6788 Wilkins Lane

E-Mail: Kspa@Kentschool.org

Telephone: (410) 778-4100

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

Location address of fund-raising affair: Kent School

6788 Wilkins Lane

Chestertown MD 21620

Are these premises owned, leased, or regularly occupied by the organization named above? ☒ Yes ☐ NoDate(s) of fund-raising: Friday, March 22Date and Time of Drawing: 3/22 6:00 pm Begin at: 6:15 End at: 7:30

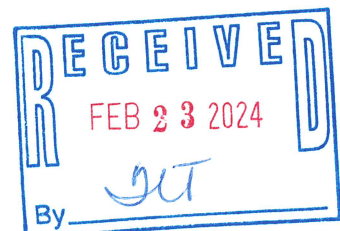
If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity, please sign below.

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: Wendy Hubbert

Please Select One:

- ☒ Pick Up - 323-251-0100 Kristen
- ☐ 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

☐ Other \_\_\_\_\_

Will this fund-raiser be managed and operated only by individuals domiciled in Kent County? Yes ☒ No

If no, please explain circumstances:

The Kent School student body is comprised of families from Kent, Anne Arundel, Caroline and other neighboring counties. The parent volunteers and families attending the event at the Kent School are families from all of those counties, including Kent County.

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 n/a

Where are services conducted and how often? Kent School - day of event only

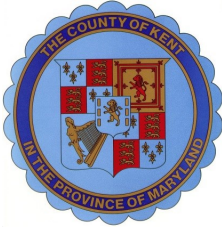
What percentage of funds derived from the multiple gaming devices will be spent or donated to:

\_\_\_\_\_ % Civic \_\_\_\_\_ % Charitable 100 % Educational

Name, address and telephone of person completing application:

Wendy Hubbert  
306B Chesterfield Ave. Centreville MD 21617  
(646) 478 6446

Signature of person completing application: Wendy Hubbert



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**Kent Association of Riding Therapy, Inc., Beer and Wine Only, March  
16, 2024  
2/27/2024  
County Commissioners Meeting**

**ATTACHMENTS:**

**Description**

2024 PD-3 Kent Association of Riding Therapy, Inc., Beer and Wine Only, March 16, 2024, Application



2024 PD-3

**APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE**

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

Check One: Beer ( ) Beer and Wine ☒ Beer, Wine, and Liquor ( )

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

1. The club, society or association on behalf of which the license is desired:

Kent Association of Riding Therapy, Inc.

Address P.O. Box 126 Worton, MD 21678

Type of Function Murder Mystery Theatre

Location of Function Worthmore Equestrian Center 11570 Still Pond Rd Worton, MD 21678

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization.

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? NO 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 such license is desired.

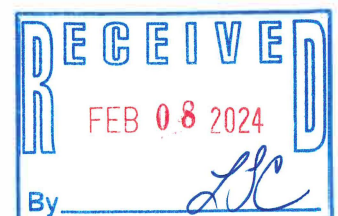
7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License 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.

8. The license for which this application is made is to be for the following day(s) March 16, 2024.  
Begin at: 6:00pm End at: 9:30pm and the applicant tenders herewith the sum of (\$ 15.00 Per Diem) (\$ 15.00) in payment for the license.

Please Select One:

☒ Pick Up

☐ Mail Permit (will be mailed to above address)



9. Applicants

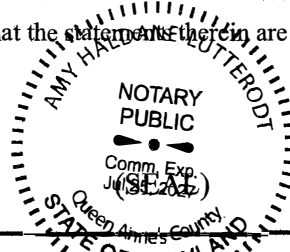
(1) Martha Hawkins 425 Pintail Court Chestertown, MD 21620  
Name Residence  
36 years Board President 410-708-2816  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 29th day of January, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Martha Hawkins 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.

Amy Haldane-Lutterodt



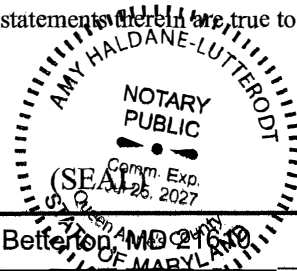
(2) Linda Reed 204 Radcliffe Drive Chestertown, MD 21620  
Name Residence  
13 years At-Large Board Member 410-708-8279  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 31 day of January, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Linda Reed 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.

Amy Haldane-Lutterodt



(3) Carolyn C. Sorge 6 Idlewhile Ave. P.O. Box 64 Betterton, MD 21619  
Name Residence  
60 years At-Large Board Member 410 708-5251  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 1st day of February, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Carolyn C. Sorge 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.

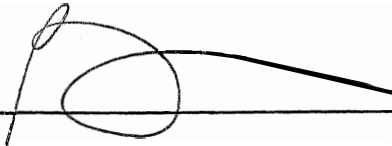
WITNESS my hand and official seal.

Sheila Dlugoborski

(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:  PRINT NAME: Pam Kuster

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

NAME OF ENTITY: Worthmore Equestrian Center

AUTHORIZED AGENT SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

TITLE OF AUTHORIZED AGENT: \_\_\_\_\_

**NOTARY  
OWNER/ENTITY OF PREMISES**

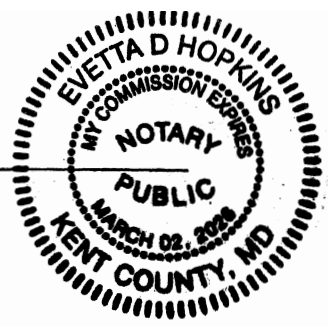
STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 8<sup>th</sup> day of February, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Pamela Kuster and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.











## 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" (PER DIEM) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 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 be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

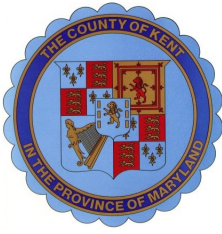
Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Kent Association of Riding Therapy, Inc.

Address P.O. Box 126 Worton, MD 21678

Name Theresa Snyder Theresa Snyder  
(Please Print) (Signature)

Phone # 410 870 5596 Date 2/8/24



---

**Thomas N. Yeager, County Attorney**  
**2/27/2024**  
**County Commissioners Meeting**

**Item Summary:**

Alcoholic Beverage Public Hearing Protocol  
Public Hearing Protocol

**ATTACHMENTS:**

Description



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## **Alcoholic Beverage License Hearing 2/27/2024 County Commissioners Meeting**

### **Item Summary:**

Christopher J. Golder, Member

Shore Hospitality LLC, DBA Flying Decoy Bar and Grill

Class B, Beer, Wine, and Liquor License with Caterer's Privilege and Corkage Privilege

### **ATTACHMENTS:**

#### **Description**

02.27.24 Testimony Log Sign In Sheet, Shore Hospitality, LLC DBA Flying Decoy Bar and Grill

02.27.24 KATE Recommendation, Shore Hospitality LLC DBA Flying Decoy Bar and Grill

02.27.24 Shore Hospitality LLC DBA Flying Decoy Bar and Grill, Public Hearing Notice

# Testimony Log

## PUBLIC HEARING

February 27, 2024

**Shore Hospitality LLC, DBA Flying Decoy Bar and Grill**

**PLEASE SIGN IF YOU WISH TO SPEAK:**

NAME (Please Print)

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## Kent Alcohol and Tobacco Enforcement

**To:** Commissioners Fithian, Nickerson, and Price  
**From:** Bonnie S. Pearsall, Inspector, and Sondra M. Blackiston, Clerk/KATE Manager  
**Date:** February 27, 2024  
**Subject:** Shore Hospitality LLC DBA Flying Decoy Bar and Grill

### Memorandum

The applicant has met the requirements for the application to be considered by the Board. The location most recently operated as Bay Wolf Restaurant which closed so the owners could retire. Bay Wolf Restaurant was in operation for nearly thirty years, from May of 1994 to January of 2024. Staff files go back to 1970 with licenses changing from Class D to Class B under the following names Anchor Inn, Tolchester Inn, and Lewis' Rainbow End.

Staff recommends approval of the application without contingencies.

Note: No inventory was left on the premises by the previous owners therefore a bulk transfer permit is not applicable.



## Board of License Commissioners

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

### NOTICE

Application has been made by Christopher J. Golder, Member, representing Shore Hospitality LLC for a Class B, Beer, Wine, and Liquor License with Caterer's Privilege (CP) and Corkage Privilege (CKP) on the premises known as:

**Flying Decoy Bar and Grill**  
**21270 Rock Hall Road**  
**Rock Hall, MD 21661**

which shall authorize the holder thereof to keep for sale and to sell Beer, Wine, and Liquor at the place therein described, for on-premises consumption, or elsewhere. A hearing on the application will be held in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Government Center, 400 High Street, Chestertown, MD on February 27, 2024, at 10:00 a.m. at which time any exceptions to the application will be heard.

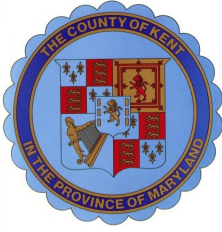
By order of:

THE BOARD OF LICENSE COMMISSIONERS  
FOR KENT COUNTY, MARYLAND

A handwritten signature in blue ink, reading "Sondra M. Blackiston".

Sondra M. Blackiston  
Clerk/KATE Manager

PUBLISH KCN 02/08/24, 02/15/24



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**Bill Mackey, Director, Planning, Housing, and Zoning**  
**2/27/2024**  
**County Commissioners Meeting**

**Item Summary:**

AN ACT to rescind and replace in its entirety Chapter 222, "Zoning," of the Public Local Laws of Kent County, Maryland, renaming said Chapter 222 as "Unified Development Ordinance," also known as the Kent County Land Use Ordinance (referred to herein as the "2024 Ordinance"), in order to implement the recommendations of the Kent County Planning Commission on proposed revisions to the Ordinance, which are based on the Kent County Planning Commission's three-year review as part of the Comprehensive Rezoning and Update process; and including non-codified provisions to address scrivener's errors and readability; certain adopted maps; and required Critical Area Commission review and approval, per Md. Code Ann., Natural Resources § 8-1809, as the same may be amended from time to time.

On August 1, 2023, the Board of County Commissioners transmitted a copy of a proposed DRAFT Land Use Ordinance for review and recommendation by the Agriculture Advisory Commission and the Kent County Planning Commission.

The Planning Commission reviewed the document at its September, October, November, and December meetings. The Agriculture Advisory Commission reviewed the document at its September and October meetings and provided input to the Planning Commission for its November and December meetings.

At its meeting on January 4, 2024, the Planning Commission favorably recommended to the County Commissioners the *Planning Commission Final Version of the Land Use Ordinance*, dated January 4, 2024, for its consideration and scheduling of public hearings as part of the legislative process.

On January 30, 2024, the Board of County Commissioners received the *Planning Commission Final Version* and instructed staff to prepare a BOCC version for introduction by the County Commissioners. The version to be introduced includes newly adopted language in Code Home Rule Bill 5-2023 Outdoor Retreats in RC, RR, and CR; additional definitions to meet the Critical Area program requirements set by the State; and the addition of a Mixed-Use Development District and a Mixed-Use Development Critical Area District.

On February 6, 2024, the County Commissioners voted to introduce CHRB 2-2024, in order to schedule the public hearing.

This item is presented for Public Hearing before the County Commissioners.

Members of the public may view the proposed Land Use Ordinance in its entirety online at <https://www.kentcounty.com/compzone>.

ATTACHMENTS:



**Description**

02.27.24 Testimony Log Public Hearing CHR 2-2024

02.27.24 CHR-2-2024 To Recind and Replace the Land Use Ordinance in Its Entirety Correspondences

Novus Standardized Cover Page - LUO Public Hearing

Proposed CHRB 2-2024 re Rescind and Replace LUO

Notice of Public Hearing for CHRB 2-2024

# TESTIMONY LOG

## PUBLIC HEARING

February 27, 2024

### CODE HOME RULE 2-2024

To Rescind and Replace the Land Use Ordinance in its Entirety

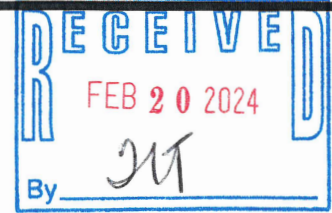
**PLEASE SIGN IF YOU WISH TO SPEAK:**

NAME (Please Print)

1. Pat Langenfelter
2. Jan Mason
3. ~~Edna~~
4. ~~Edna~~
5. Doug West
6. Liz Heal
7. ELIZABETH WATSON
8. Chip MacLeod
9. Janet Christensen Lewis
10. Paula Guder
11. Sean & Jones
12. \_\_\_\_\_
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**Tonya Thomas**

**From:** Diane Bansbach <diane.bansbach@gmail.com>  
**Sent:** Sunday, February 18, 2024 2:46 PM  
**To:** Kent County Commissioners  
**Subject:** Short Term Rentals - Letter to Commissioners  
**Attachments:** short term rentals\_commissioners.docx



Some people who received this message don't often get email from diane.bansbach@gmail.com. [Learn why this is important](#)

**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

Dear Commissioners Fithian, Nickerson, and Price,

I have read the documents provided in the Comprehensive Rezoning & Land Use Ordinance Update Portal. While I understand the potential for Kent County to gain revenue through Short-Term rentals, I am concerned that such rentals are permitted in all residential zones, seemingly without any restrictions or policies to ensure the financial viability of the rentals and the well-being of Kent County residents.

Short-Term rentals, Airbnbs in particular, are based on failed business models. In a [NerdWallet post](#), Sam Kimmel states Airbnbs are "suffering from a complete lack of quality control or oversight." He goes on to say that, unlike hotels which have a full staff caring for the property, Airbnbs are often neglected. Neglected properties within Kent County neighborhoods will lower the property value of all properties within those neighborhoods.

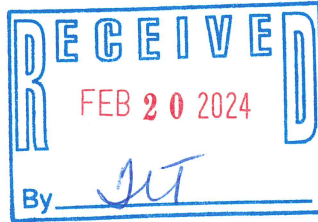
Financial issues are not the only concerns with Short-Term Rentals. In a [Bloomberg article](#), Olivia Carville notes thousands of crimes associated with Airbnbs, thus increasing concerns for the neighborhoods in which they are located. She touts the need for safety regulations, specifically those banning party houses.

To address financial issues and safety concerns, [Prince George's County](#) requires proof of multiple safety features, such as fire extinguishers, liability insurance, and proof of a "Short-Term Rental License Neighbor Notification," among other things. [Baltimore City](#) states the Short-Term rental property "must be the principal residence of the applicant and must be deeded in their name."

I strongly encourage Kent County to adopt regulations for Short-Term Rentals that support the financial stability of these businesses and ensure the safety of Kent County residents.

Thank you for your consideration,

Dr. Diane Bansbach  
[Diane.bansbach@gmail.com](mailto:Diane.bansbach@gmail.com)  
443-480-3369



Dr. Diane M. Bansbach  
14563 John Peel Road  
Galena MD, 21635  
February 18, 2024

Ronald Fithian, Albert Nickerson, and John Price  
Kent County Commissioners  
400 High Street  
Chestertown, MD 21620

Dear Commissioners Fithian, Nickerson, and Price,

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Thank you for your consideration,

Dr. Diane Bansbach  
[Diane.bansbach@gmail.com](mailto:Diane.bansbach@gmail.com)  
443-480-3369

February 22, 2024

Kent County Commissioners,

My name is Debby Dopp. I live at 14530 John Peel Road in Galena. I am writing to express concerns about short term vacation rentals (STVR) in our county. I am a lifelong resident, born and raised here. My home is in Foxhole Estates (FHE) which sits in the northernmost end of our county. We are a waterfront/water privileged community that is extremely private and quiet. We have an HOA established in 1979. In spring of 2023, the community realized that a recently sold home in FHE had opened an Airbnb. Our HOA did not, at the time, prohibit STVR's. As a result, the HOA board started to develop guidelines for short-term rentals. Among other things, the guidelines would prevent Airbnb guests from using community property. Before the guidelines were in place, two Airbnb guests sustained injuries when a community tree fell on them. They required a medical evacuation. Since the owners of the Airbnb property live in another state, FHE residents had to deal with this emergency. Our HOA was required to file a claim with our insurance company. Due to the issues we were facing, twenty out of twenty three community members voted to amend our deed restrictions to prohibit rentals less than four months. Each resident contributed money to fund a legal change to our deed restrictions. That amendment is now filed with Kent County. The owners of the Airbnb have chosen to sell their property due to the fact many neighbors opposed their Airbnb.

I'd like to explain to you three reasons for such opposition. First, use and abuse of our community property was a major concern. Our "private dock" and community area suddenly became public. Second, adjacent neighbors opposed increased traffic, which included Limo, Lyft and Uber, as well as increased unwanted behaviors, such as parties with loud music. Third, the population of young families were extremely concerned about "stranger danger." One of our residents calculated that we had strangers in our neighborhood - Airbnb renters - 81% of the time in a sixteen-week span. This was a scary thought for parents who had purchased homes in Fox Hole Estates to raise their children and allow them to roam and play together in a quiet, private, safe neighborhood. In addition, the owner of the Airbnb did not proactively address concerns; they dealt with problems after the community complained about them. By that point, the guests were leaving or had already left. Our way of life was being disrupted on a regular basis because of the constant turnover of guests.

Thankfully for us, we had the HOA that was able to remedy our concerns regarding STVR's. However, there are neighborhoods and private areas of our county who may not have the same protection. I think it's fair to say that other Kent County residents would have the exact concerns with nowhere to turn when they are faced with these same issues.

Our neighborhood shares John Peel Road, a county road, with Sassafras Acres (SA) which is an adjacent neighborhood without an HOA. No sooner had we addressed the issues arising from our Airbnb when a property in SA was sold. The new owners plan to open an Airbnb. Any homeowner in SA, which is a desirable waterfront community, could do the same. Due to the shared access road, we, who live in FHE, have concerns. I sent a letter to you in August, along with a map showing the shared access road and a signature page from concerned residents. Speeding on this road has always been an issue. Our HOA continues to address that issue with residents in both FHE and SA. We have also contacted the county on several occasions, seeking help with this issue. Without shoulders or sidewalks, this road is no longer safe for children to ride their bikes or residents to walk. Parts of it are no longer two car passable without one vehicle having to pull off to the side to allow the other to go by safely. The road has increasingly narrowed through the years. The added traffic from a short term rental would greatly increase the risks involved with an already problematic road within our neighborhood.

Upon review of the proposed Land Use Ordinance:

Section 2; #163 states that the only stipulation for a STVR to open in KC is the requirement to report and pay hotel rental tax. We understand this county promotes tourism and if it helps keep our local taxes from increasing, we support that. However, that should not come at a cost to those who have chosen to live in a quiet country setting, rather than a town or resort area.

The goal as stated in General Provisions 1.1 is to "promote health, safety, general welfare and prosperity of the **present** and future inhabitants of Kent County". Section 1.2 D (Purpose and Intent) states the Land Use Ordinance is responsible for "providing for the preservation and enhancement of the attractiveness of KC through good design

and arrangement". After our experience, we, as present inhabitants, are asking you to please consider drafting and enforcing guidelines for STVR's to help protect our way of life.

Section 2 #84 (Home Occupation) Part 3 states to "guarantee to all residents freedom from excessive noise, excessive traffic, nuisance, fire hazard and other possible effects of commercial uses being conducted in residential areas." I have a home occupation in my neighborhood. I want to share with you what I had to do to open my small business. First, I was required to hire an architect simply to put a partition wall to section off an area of my basement that I would be using for a hair salon. I then was required to submit my plans, apply for a permit from the county and adhere to all inspections required under such permit. Once I received an Occupancy Permit, I was required to show proof of that to the Maryland State Board of Cosmetology in order to be issued an Owner's License. I then took that to my HOA for approval to open. This resulted in many meetings with my neighbors and eventually signing a two page guideline document that I have adhered to for 29 ½ years. All of this had to be completed prior to opening for business. I'm happy to state that because I followed proper procedure I have operated with very few issues through the years. So, if I'm being honest, it's frustrating to me personally, that a STVR can open with no permit, license or county guidelines. In a community with no HOA, or those who live near such community, there is nowhere for a resident to turn who may be affected by the problems that will arise. It would be hypocritical of me to ask for STVR to be banned in private areas of our county, but I feel it's very fair to ask that they have to adhere to guidelines similar to what home occupations are required to do.

Land Use Ordinance Section 1 General Provisions 1.2 (Goals) states:

These Procedures are to protect the health, safety, convenience and general welfare of the inhabitants of the County. Subdivision and site plan review regulates the development of sites and structures in a manner which considers the following concerns and, where necessary, requires modification of development proposals to eliminate or minimize potential problems and nuisances. The principal areas of concern are:

- A. The balancing of landowner's rights to use their land, with the corresponding rights of abutting and neighboring landowners to live without undue disturbances.
- B. The convenience and safety of vehicular and pedestrian movements within the site and in relation to adjacent areas or roads.

It seems that KC has an obligation to apply these goals when allowing STVR's in our county. A quick google search reveals that the state of MD leave guidelines up to individual jurisdictions. We ask that Kent County takes the time to properly draft and propose guidelines for STVR's to be added to the proposed Land Ordinance that takes into consideration the concerns mentioned above. We feel confident that you would be preventing future problems from occurring and protecting the rights of the present inhabitants of Kent County.

Thank you,  
Debby Dopp



[www.kentcounty.com/compzone](http://www.kentcounty.com/compzone)



**Kent County**  
MARYLAND

 VISITORS ▾

 RESIDENTS ▾

 BUSINESS ▾

 GOVERNMENT ▾

HOW-TO/FAQS

 HOME



## Planning

Technical Assistance

Program Administration

Project Review

FAQ

Floodplain

Maps

Comprehensive Rezoning  
Update Portal

Plans, Ordinances, and  
Applications

Boards and Commissions

Current Projects

Chesapeake Country National  
Scenic Byway

## Comprehensive Rezoning Update



### COMPREHENSIVE REZONING & LAND USE ORDINANCE UPDATE PORTAL



Land Use Ordinance for Introduction - February 6, 2024

Presentation to County Commissioners - February 6, 2024

Major Changes Memo to Planning Commission - September 2023

General Summary Memo to Planning Commission - September 2023

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

**February 6, 2024  
Legislative Session Day**

**Legislative Session Day  
February 6, 2024**

**CODE HOME RULE  
BILL NO. 2-2024**

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

AN ACT to rescind and replace in its entirety Chapter 222, “Zoning,” of the Public Local Laws of Kent County, Maryland, renaming said Chapter 222 as “Unified Development Ordinance,” also known as the Kent County Land Use Ordinance (referred to herein as the “2024 Ordinance”), in order to implement the recommendations of the Kent County Planning Commission on proposed revisions to the Ordinance, which are based on the Kent County Planning Commission’s three-year review as part of the Comprehensive Rezoning and Update process; and including non-codified provisions to address scrivener’s errors and readability; certain adopted maps; and required Critical Area Commission review and approval, per Md. Code Ann., Natural Resources § 8-1809, as the same may be amended from time to time.

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

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Ronald H. Fithian, President

INTRODUCED, read first time, February 6, 2024, ordered posted and public hearing scheduled Month X, 2024, at a.m. / p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

---

Sondra M. Blackiston, Clerk

**PUBLIC HEARING**

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



**A BILL ENTITLED CHRB 2-2024  
TO RESCIND AND REPLACE THE LAND USE ORDINANCE IN ITS ENTIRETY**

**SECTION 1.**

**NOW, THEREFORE, BE IT ENACTED** by the County Commissioners of Kent County, Maryland, that the 2024 Ordinance, substantially in the form attached hereto as Exhibit A, is adopted as the official Unified Development Ordinance for Kent County, Maryland, and shall be codified as Chapter 222, Unified Development Ordinance, of the Public Local Laws of Kent County, Maryland.

**SECTION 2.**

**BE IT FURTHER ENACTED** by the County Commissioners of Kent County, Maryland, that the Director of the Department of Planning, Housing, and Zoning may correct obvious errors, capitalization, spelling, grammar, section and sub-section headings, and similar matters and may publish the 2024 Ordinance by adding or amending covers, title pages, a table of contents, a table of graphics, non-binding matrices as appendices, work flow charts, and other graphics and citizen aids to improve document readability.

**SECTION 3.**

**BE IT FURTHER ENACTED** by the County Commissioners of Kent County that this Act shall not include any changes to the Zoning Map, as such changes are being considered separately; property with zoning designations that no longer appear in the 2024 Ordinance shall be governed by the provisions in the 2003 Land Use Ordinance, as amended, until such time as the official Zoning Map is amended.

**SECTION 4.**

**BE IT FURTHER ENACTED** by the County Commissioners of Kent County that this Act shall not sunset the provisions adopted under Article III, Section 6. Establishment of Critical Area Line, §§ 1 -2, of the 2003 Land Use Ordinance, as amended, and in particular, as amended on February 16, 2021.

**SECTION 5.**

**BE IT FURTHER ENACTED** by the County Commissioners of Kent County that this Act shall not affect the Buffer Modified Area Maps, which shall remain in full force and effect; Buffer Modified Area Maps may be amended by separate Act, pursuant to provisions in the Ordinance for such amendments.

**SECTION 6.**

**BE IT FURTHER ENACTED** by the County Commissioners of Kent County that this Act shall not affect the Flood Insurance Rate Maps promulgated by FEMA; such will hereby be considered as stand-

alone federal maps and not adopted as part of this Act; and, the County shall rely on the most recent FEMA promulgated maps for provisions and references to such maps in the 2024 Ordinance.

**SECTION 7.**

**BE IT FURTHER ENACTED** by the County Commissioners of Kent County that this Act shall be adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024; however, the provisions of this Act shall take effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, contingent upon review and approval of the Critical Area Commission for the Chesapeake & Atlantic Coastal Bays pursuant to the Md. Code Ann., Natural Resources § 8-1809, as the same may be amended from time to time.

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.



**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

**February 6, 2024**  
**Legislative Session Day**

**Legislative Session Day**  
**February 6, 2023**

**CODE HOME RULE**  
**BILL NO. 2-2024**

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

AN ACT to rescind and replace in its entirety Chapter 222, "Zoning," of the Public Local Laws of Kent County, Maryland, renaming said Chapter 222 as "Unified Development Ordinance," also known as the Kent County Land Use Ordinance (referred to herein as the "2024 Ordinance"), in order to implement the recommendations of the Kent County Planning Commission on proposed revisions to the 2024 Ordinance, which are based on the Kent County Planning Commission's three-year review as part of the Comprehensive Rezoning and Update process; and including non-codified provisions to address scrivener's errors and readability; certain adopted maps; and required Critical Area Commission review and approval, per Md. Code Ann., Natural Resources § 8-1809, as the same may be amended from time to time.

A hearing will be held on February 27, 2024, 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 Commissioners' 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, February 23, 2024.

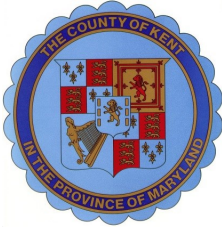
A complete copy of the proposed legislative bill is available in the Commissioners' Office, 400 High Street, Chestertown, MD, Monday through Friday, 8:30 a.m. to 4:30 p.m., and on the County's website at [www.kentcounty.com/commissioners/draft-legislation](http://www.kentcounty.com/commissioners/draft-legislation).

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston  
Clerk

PUBLISH: KCN 02/08/24, 02/15/24



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**Bill Mackey, Director, Planning, Housing, and Zoning**  
**2/27/2024**  
**County Commissioners Meeting**

**Item Summary:**

On December 18, 2023, Turning Point Energy, in accordance with COMAR 20.79, *Pre-Application Consultation Requirement for Generating Stations*, submitted pre-application materials to the Department of Planning, Zoning, and Housing and an initial meeting was held, regarding a proposed 5 MW utility-scale solar energy system that will occupy, including panels, fencing, and landscaping, approximately 40 acres in the Agricultural Zoning District (AZD). The submitted materials include a concept site plan depicting the proposed solar array, perimeter fencing, and outlines of the landscape buffer; a draft Environmental Review Document; a glare analysis; and a forest stand delineation. The designated applicant is TPE MD KE51, LLC, and the site location is at 10066 Peacock Corner Road, Millington, owned by William M. Chance, Jr., Successor Trustee. The 176-acres property is dual zoned Rural Character (RC) and Agricultural Zoning District (AZD) and is bisected by Peacock Corner Road. Agricultural production is prevalent across much of the property.

The submitted materials are available for public review in the Department of Planning, Housing, and Zoning at 400 High Street in Chestertown during regular business hours.

In accordance with COMAR 20.79.01.05, the applicant has requested a preliminary report from Kent County containing (a) a statement or finding whether the proposed project is consistent with the current comprehensive plan of the county or municipal corporation; (b) a statement or finding whether the proposed project is consistent with the current zoning ordinance of the county or municipal corporation; and (C) suggestions for improving or modifying the application prior to submission of the application with the Public Service Commission.

Planning staff have prepared a proposed Letter to the Applicant to serve as the preliminary report for your review, approval, and signature.

**ATTACHMENTS:**

**Description**

02.27.24 Frances Yuhas, Managing Director of Development Turning Point Energy Response Letter AZD  
Utility Scale Solar Energy System

Novus Standardized Cover Page - Solar Energy System Letter



**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

February 27, 2024

Ms. Frances Yuhas  
Managing Director of Development  
Turning Point Energy  
3720 South Dahlia Street  
Denver, CO 80237

Dear Ms. Yuhas:

Thank you for the opportunity to review the materials that TPE MD KE51, LLC submitted and to provide a preliminary report regarding the proposed installation of a 5 MW utility-scale solar energy system within the Agricultural Zoning District (AZD). Those materials include a concept site plan depicting the proposed solar array, perimeter fencing, and outlines of the landscape buffer; a draft Environmental Review Document; a glare analysis; and a forest stand delineation. This letter serves as the preliminary report.

In accordance with COMAR 20.79.01.05, the preliminary report may contain (1) a statement or finding regarding whether the proposed project is consistent with the County's current comprehensive plan; (2) a statement or finding regarding whether the proposed project is consistent with the County's current zoning ordinance; and (3) suggestions for improving or modifying the application prior to submission of the application with the Public Service Commission.

1) Consistency with the Kent County 2018 Comprehensive Plan

The draft Environmental Review Document (ERD), included with the submitted materials, comments on the proposed project's consistency with Kent County's 2018 Comprehensive Plan, acknowledging that Kent County limits the size of the solar energy systems in the AZD to 5 acres and asserting, apart from the proposed acreage, that the project is consistent with Kent County's plans for future development. These include preserving cultural artifacts by cordoning off a potential onsite burial plot; environmental benefits derived from increased access to renewable energy, conserving existing woodlands, establishing a pollinator friendly ground cover, and sediment control and stormwater management through environmental design; economic benefits through tax revenues and localized employment during phases of development and construction; and societal benefit as the project is part of the Community Solar Program, which provides savings to subscribers with low to moderate incomes.

These aspects of the proposed application do align with the goals of Kent County's 2018 Comprehensive Plan, for which fostering a diverse and stable economy is one of the guiding principles, as is the goal of promoting sustainable building practices and providing an effective renewable resource strategy. This includes the strategy to "[i]dentify and zone locations suitable for larger/utility scale renewable resource facilities," by including provisions in the Land Use Ordinance that provide suitable locations for large scale renewable energy facilities. The preferred sites, however, are ones that will "not unduly impinge on the County's rural character nor its productive agricultural lands (p. 88)."

The Comprehensive Plan reaffirms the County's commitment to supporting agriculture and promoting working landscapes, and it identifies agriculture as the "... linchpin that buttresses the County's economy, culture, history, and everyday experiences", that the "County cannot afford to have this key element



damaged or displaced”, and that “agriculture’s status as the highest and best use for much of the County is an essential tenet of [the] Plan (p. 1).” An important measure taken to help maintain farmland was the adoption of the Priority Preservation Area (PPA) by the County as required by the State of Maryland.

Consistency with the County’s 2018 Comprehensive Plan is, therefore, not fully achieved. The proposed development carries multiple benefits, and the County recognizes that the cultural impact would be minimal due to the site’s location being distant from public gathering places, along an isolated road, and in an area of very low housing density. However, the removal of approximately 40 acres of prime farmland from the PPA and production is incongruent with an essential tenet of the plan.

2) Consistency with the Kent County 2003 Land Use Ordinance

Utility-scale solar energy systems are permitted on 94% of all land in Kent County, and 67% of the land is zoned with a limit of five acres of solar on any given parcel, which is ideal for smaller utility-scale, community-solar projects. Larger utility-scale solar energy systems are permitted by right without size limits and without any special exception in the Employment Center (EC) zoning district, which covers 1,539 acres; and the Industrial (I) zoning district, which covers 1,242 acres. Most EC parcels and many Industrial parcels are large properties and are currently open fields. Utility-scale solar energy systems are permitted by right with a special exception and no limitations on size in the Crossroads Commercial (CC), which covers 111 acres; Commercial (C), which covers 104 acres; and Commercial Critical Area (CCA), which covers 21 acres. Utility-scale solar systems are permitted by right with a special exception and limited to five acres in area per parcel in the Agricultural Zoning District (AZD), which covers 117,597 acres of land area, and the Resource Conservation District (RCD), which covers 37,093 acres. With 1,065 parcels that are over 20 acres in the AZD and RCD districts, the potential exists for over 5,000 acres of utility-scale solar energy systems that are five acres in size. These properties are particularly well-suited for smaller utility-scale, community-solar projects that provide many benefits beyond renewable energy.

As stated above, the AZD and RCD limit the size of such energy systems to no more than 5 acres. Article VII of the Land Use Ordinance establishes the standards for special exception approval, including appropriateness of location; consistency with the Comprehensive Plan; and safeguards to protect surrounding property, persons, and neighborhood values, such as landscape screening and mitigation of glare. Article VI, Section 11, establishes the countywide standards for utility-scale solar energy systems. These standards include setback requirements, installation and maintenance, landscaping requirements, and financial sureties for landscaping and decommissioning.

The ERD asserts that all requirements of the LUO, other than project size in the AZD, have or will be met. The concept site plan proposes a 200-foot setback, as is required, on the west and north sides and proposes a 100-foot setback on the east side, as is allowed on condition of written consent from the owner of the non-residential adjacent property. Such a letter has been received and is on file. The proposed 50-foot width of the vegetated buffers meets the requirements of the Ordinance.

To the south is the Andover Branch of the Chester River, and the area is heavily wooded. As stated in the ERD, it is proposed that this existing riparian forest will serve as the screening along this portion of the development. Article VI, Section 11.C.4-5 allows for this on condition that the forested lands are preserved and recorded on a plat. The ERD states that this portion of the development site does not contain forest stands or specimen trees, and the simplified forest stand delineation that was submitted indicates that there may be insufficient vegetation on the property to function as screening. Much of the wooded areas are on the lands to the south and not on the subject property. Unless those neighboring properties have preserved forested lands that are recorded on a plat and are sufficient to function as screening, a 50-foot-wide vegetative buffer will need to be installed along the southern perimeter of the solar array.

The simplified forest stand delineation includes a table listing the soil types that are present on site but fails to show their distribution as is required by Article VI, Section 8.4. The site plan includes a potential sediment trap basin; sediment and erosion control must meet code standards. The project site is not within the Chesapeake Bay Critical Area, and its potential impact to wildlife or natural habitat are either non-existent or are being reviewed. A glint and glare analysis indicates that adjacent and nearby routes and homes will not be impacted by glare and that the required vegetative screening will further mitigate that potential.

3) Suggestions for improving or modifying the application prior to submission with the Public Service Commission

Excluding the proposed scale of the development within the AZD, much of what has been submitted is in compliance with, or outlines steps that will be taken to come into compliance with, the regulations of the Land Use Ordinance and is suitable for site plan review at the concept level. The exception to this is the vegetative screening along the southern perimeter. The County suggests including the installation of a vegetative buffer that will encircle the perimeter fencing of the solar array. Prior to submission of a concept site plan to the County for review, the requirements established in Article VI, Section 5 will need to be incorporated into the plan, including a narrative, a Citizen Participation Plan, and conceptual erosion and sediment control and stormwater management plans.

As previously discussed with the applicant, the presumed historical family burial area has been excluded from the area for the proposed perimeter fence, and it has been suggested by staff that the burial area remain open for public access. The County is grateful for the applicant's willingness to provide access and would like to request that a pathway through the vegetative buffer to the burial site be included in plans submitted to provide the public access, that interpretive signage be installed at the entrance to the path, and that the burial area be made tidy and attractive.

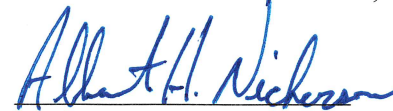
Additionally, given the removal from crop production of prime agricultural land in the Kent County Priority Preservation Area (PPA), the County requests a donation of \$52,500 to its Agricultural Preservation Fund for use in purchasing agricultural preservation easements, which figure is based on the Maryland Formula for Determining the Agricultural Value of Land, as used by the Maryland Agricultural Land Preservation Foundation and found in COMAR 15.15.02.00, et seq.

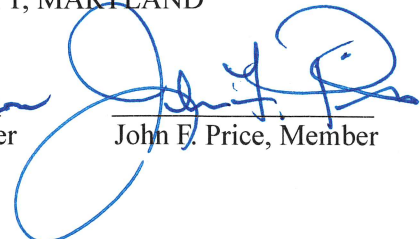
Thank you for your submittal and for your interest in Kent County, Maryland.

Sincerely Yours,

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

  
Ronald H. Fithian, President

  
Albert H. Nickerson., Member

  
John F. Price, Member

c: Shelley L. Heller, Kent County Administrator  
Thomas N. Yeager, Esq., Kent County Attorney  
William A. Mackey, AICP, DPHZ Director  
Carla Gerber, AICP, DPHZ Deputy Director  
Mark Carper, LEED Green Associate, Associate Planner





Image source: <https://www.discovermagazine.com/environment/can-solar-farms-help-save-bees>



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**Lisa Mazingo, Director, Kent Family Center**  
**2/27/2024**  
**County Commissioners Meeting**

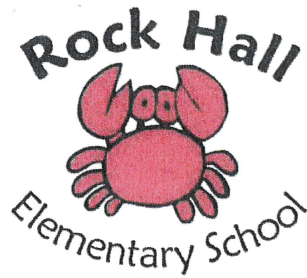
**Item Summary:**

- Memorandum of Understanding, Kent County Public Schools Judy Center Rock Hall Elementary School Early Learning Hub
- Departmental Update

**ATTACHMENTS:**

**Description**

02.27.24 MOU Between Kent Family Center and the Judy Center at Rock Hall Elementary School



Judy Center Early Learning Hub at Rock Hall Elementary School  
21203 Sharp Street  
Rock Hall, MD 21661  
"A School-Wide Title 1 School"  
410-810-2622  
FAX 410-639-2998

Judy Center Coordinator: Brittani Fahrman  
Judy Center Family Service Coordinator: Joanie Rybas

"In our community we are: Kind, Collaborative, Open-minded, Responsible, and Successful."

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**Memorandum of Understanding  
FY 2023 and FY 2024  
The Judy Center Early Learning Hub at Rock Hall Partnership**

**The Memorandum of Understanding** represents a collaborative agreement between Kent County Public Schools, the Judy Center Early Learning Hub at Rock Hall Elementary and your agency/program.

The terms of the collaboration to be undertaken by the county board, the participating agencies and programs, and, if applicable, the local management board, including the roles and responsibilities of each of these entities and a plan for establishing ongoing communication between private service providers and public school early education programs. The following items must be addressed by all parties:

- Provide a representative to attend the Judy Center Steering Committee meetings. Each representative will cooperatively work to integrate services and bring to fruition the overall goals of the grant.
- Provide input in the development of strategies implemented by the district's Early Childhood Council to ensure that all children enter school ready to learn.
- Collect and provide any data required for program evaluation in a timely manner
- Plan and implement activities that address the needs of the Judy Center and the families they serve.

**Kent County Public Schools agrees to provide:**

- Place a Judy Center in a school that provides Prekindergarten and/or Kindergarten classes
- Provide office and meeting space for the Judy Center Program Manager and Family Service Provider
- Provide training for early childcare staff
- Oversee the administrative and fiscal management of the Judy Center
- Provide Special Education services to children as required by the child's IFSP/IEP
- Provide data collection and program evaluation assistance as requested within budgetary and time constraints
- Invite and encourage all Judy Center partners to participate in appropriate training

**The Judy Center Learning Hub at Rock Hall Elementary agrees to provide:**

- Act as lead agency during the grant period, with cooperation and support from collaborating partners

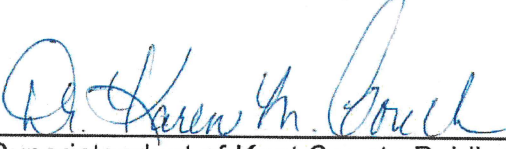


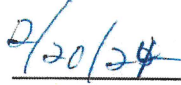
- Coordinate and facilitate Family Involvement Activities and programming for families to address school readiness at the Judy Center. Partnership families will be invited
- Provide service coordination for identified Judy Center Partnership Families
- Refer families to the (partnership) when appropriate and/or required (as applicable)
- Provide Judy Center partners with a Judy Center Partnership Release of Information form which will be offered to parents to allow information to be shared between and among partners as needed
- Promote awareness and provide access to full-day/full-year educational opportunities for families
- Collaborate with partners to provide staff development to child care providers serving students within the Judy Center area (as applicable)
- Collaborate with the selected programs to provide summer enrichment programming for identified Pre-Kindergarten and Kindergarten children (as applicable)
- The Judy Center will provide \$2,500 each year to support home visiting services, early literacy and parenting programs.

**Kent Family Center will:**

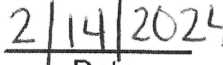
- Provide a representative to the Judy Center Steering Committee when available and through the committee assume cooperative responsibility for integration of services and overall direction of the project as described in the original grant application and the continuation grant proposal
- Cooperate with planning, participation, review and revision of activities and provide time for staff training as need is determined, subject to available time and resources
- Ensure compliance with all local and state laws governing child care, both in regard to the physical environment and the staff professional development
- Refer families to the Judy Center Partnership and provide contact information for families interested in other agencies/services.
- Share information for the benefit of the families served by both parties in accordance with each parties' confidentiality policies
- Participate in the local and state project evaluation and collect and share data with the Judy Center for the evaluation as requested in a timely manner
- Participate in pre and post testing to determine grant effectiveness
- Provide information and support to families of children who receive special education services through Kent County Public Schools.
- Offer support groups based on the needs of the families.
- Share information regarding programs with the Judy Center.

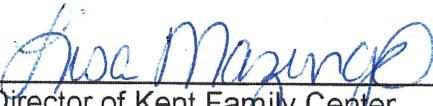
Signatures for Memorandum of Understanding for FY 2023 and 2024 between Kent County Public Schools/The Judy Center Early Learning Hub at Rock Hall and the identified agency.

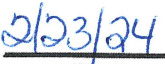
  
 Superintendent of Kent County Public Schools


  
 Date

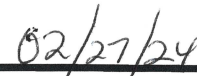
  
 Judy Center Coordinator

  
 Date

  
 Director of Kent Family Center

  
 Date

  
 Kent County Commissioner

  
 Date



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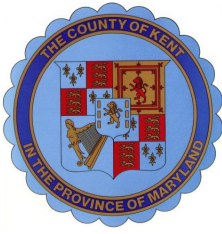
**Jim Miller, Director, Human Resource**  
**2/27/2024**  
**County Commissioners Meeting**

**Item Summary:**

Public Works - Water and Wastewater Division Utility Technician Vacancy

**ATTACHMENTS:**

Description



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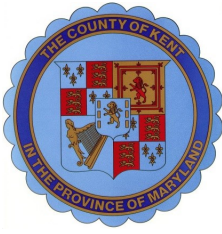
**Jim Miller, Director, Human Resources**  
**2/27/2024**  
**County Commissioners Meeting**

**Item Summary:**

Public Works -Water and Wastewater Plant Operator III

**ATTACHMENTS:**

Description



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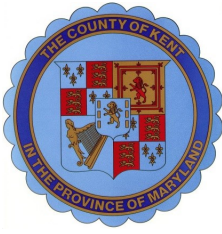
**Jim Miller, Director, Human Resources**  
**2/27/2024**  
**County Commissioners Meeting**

**Item Summary:**

Detention Center - Correctional Officer Vacancy

**ATTACHMENTS:**

Description



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**Muriel Cole, Vice-Chair, Commission on Aging**  
**2/27/2024**  
**County Commissioners Meeting**

**Item Summary:**

Request for Member Appointments

**ATTACHMENTS:**

Description





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**The Honorable Marc A. Korman, Chair and Members of the  
Environmental and Transportation Committee  
2/27/2024  
County Commissioners Meeting**

**Item Summary:**

Letter of Opposition

**ATTACHMENTS:**

**Description**

02.14.24 Delegate Marc A. Korman, Opposition HB0778 Natural Resources - Sunday Hunting - Migratory Game Birds



**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

February 14, 2024

The Honorable Marc A. Korman  
Room 251, Lowe House Office Building  
6 Bladen Street  
Annapolis, MD 21401

RE: OPPOSITION House Bill 778 / Natural Resources – Sunday Hunting – Migratory Game Birds

Dear Chair Korman and Members of the Environment and Transportation Committee:

On behalf of the County Commissioners of Kent County, Maryland, this letter opposes House Bill 778 / Natural Resources - Sunday Hunting – Migratory Game Birds. The proposed bill as drafted does not encourage waterfowl habitat conservation but rather causes more stress and significant damage to the local waterfowl stocks due to excess hunting pressure. Therefore, it is in the best interest of Kent County to oppose House Bill 778.

Very truly yours,

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

Shelley L. Heller  
County Administrator

SLH: tlt

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



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## **Circuit Court for Kent County 2/27/2024 County Commissioners Meeting**

### **Item Summary:**

Memorandum of Understanding

### **ATTACHMENTS:**

#### **Description**

02.27.24 MOU for Security Goods & Services Up to \$100,000.00 Between the Administrative Office of the Courts on Behalf of the Circuit Court for KC, & County Commissioners of KC

**MEMORANDUM OF UNDERSTANDING  
FOR SECURITY GOODS AND SERVICES UP TO \$100,000  
BY AND BETWEEN THE  
ADMINISTRATIVE OFFICE OF THE COURTS  
ON BEHALF OF THE CIRCUIT COURT FOR KENT COUNTY, AND  
THE COUNTY COMMISSIONERS OF KENT COUNTY**

E24-0010-25K

This Memorandum of Understanding (MOU) is entered into this 27<sup>th</sup> day of February, 2024, by and between the Administrative Office of the Courts (AOC) on behalf of the Circuit Court for Kent County, and the County Commissioners of Kent County, hereby known as the "Parties."

WHEREAS, the AOC recognizes the County Commissioners of Kent County possesses the capability to acquire goods and/or services as specified below; and,

WHEREAS, the AOC desires to obtain said goods and/or services as specified herein; and,

WHEREAS, the County Commissioners of Kent County has agreed to perform for the AOC in accordance with this MOU.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and other good and valuable considerations set forth below, the AOC and the County Commissioners of Kent County enter into this MOU and agree as follows:

**ARTICLE I – SCOPE OF WORK**

The County Commissioners of Kent County shall acquire through the county procurement process, security-related goods and/or services, as described in and in strict accordance with Exhibit A, incorporated as part of this document.

**ARTICLE II – COMPENSATION AND METHOD OF PAYMENT**

In consideration of the satisfactory performance and acceptance by the AOC, the AOC shall pay the County Commissioners of Kent County in accordance with the terms of this MOU and at the rate specified in the Exhibit A. Except by MOU modification, total payments may not exceed \$71,537.49 (the "NTE Amount").

All invoices shall be submitted within thirty (30) calendar days after the completion and acceptance of each deliverable by the AOC, and shall include the following information:

- a. name and address of AOC contact: Sean Wolcott, Office of Security Administration, 187 Harry S. Truman Parkway, Annapolis, MD 21401,
- b. name, remittance address, and federal taxpayer identification number of the County Commissioners of Kent County,
- c. invoice period,

- d. invoice date,
- e. invoice number,
- f. amount due,
- g. deliverable ID number for the deliverable being invoiced, if applicable, and
- h. Purchase Order number.

Hardware, software, and products purchased as a result of the agreement will become the property of the jurisdiction performing the purchase. All maintenance will become the responsibility of the jurisdiction. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment.

Payments to the County Commissioners of Kent County shall be made as soon as possible after inspection and acceptance by the AOC and after receipt of a proper invoice. Charges for late payment of invoices are prohibited.

### **ARTICLE III – TERM**

The term of this MOU shall begin upon award and terminate on June 30, 2025 with up to two (2) extension option(s) of one (1) year at the sole discretion of the AOC. No work may begin under this MOU until all parties have signed it and the AOC has instructed the County Commissioners of Kent County by Purchase Order to proceed. If there are any inconsistencies between the terms of the Purchase Order and the terms of this MOU, the terms of this MOU shall prevail.

### **ARTICLE IV – MODIFICATIONS**

Any modifications to this MOU must be in writing and signed by authorized representatives of both parties.

### **ARTICLE V – GENERAL CONDITIONS**

General Conditions are not attached hereto and incorporated herein.

Security Funding Acknowledgement Form is attached for signature as Exhibit B.

**Relationship between Parties.** Nothing in this MOU shall be construed to create an employment relationship between the AOC and any employee or contractor of the County Commissioners of Kent County, including any staff or contractor that is assigned to perform any work in the Circuit Court for Kent County. The County Commissioners of Kent County will have sole responsibility for all its staffing determinations, including, but not limited to, hiring, training, termination, and scheduling.

**Liability.** The AOC assumes no liability or responsibility with respect to the conduct and operation of the County Commissioners of Kent County related to business being conducted, nor for any loss or damage, caused by any employee, officer, contractor, or third party associated with the County Commissioners of Kent County. The AOC shall not be responsible for any damage(s) caused by County Commissioners of Kent County employees, agents, or officials to personal property, documents, records, monies, or goods of the County Commissioners of Kent County or to anyone in or about the County

Commissioners of Kent County's premises for the duration of the period of the MOU between the County Commissioners of Kent County and the AOC.

**Non-Disclosure.** The County Commissioners of Kent County shall not without the AOC's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any information which may be held or maintained by the Judicial Branch as Confidential Information except for the sole and exclusive purpose of performing under this MOU, and except for disclosures to such Judiciary employees whose knowledge of the information is necessary to the performance of the MOU. The County Commissioners of Kent County may also be required to complete and submit a Non-Disclosure Agreement. Failure to comply with these conditions may result in the termination of this agreement.

#### **ARTICLE VI – REPRESENTATIVES**

The following individuals are designated as representatives for their respective Parties:

For the AOC: Department of Procurement, Contract & Grant Administration

Name and Title: Whitney S. Williams, Director

Phone: 410-260-1581 Email: whitney.williams@mdcourts.gov

For the County Commissioners of Kent County: Board of County Commissioners

Name and Title: Ronald H. Fithian, President

Phone: 410-810-2221 Email: rfithian@kentgov.org

#### **ARTICLE VII – KEY PERSONNEL, if applicable**

The County Commissioners of Kent County agrees that the following named individual(s) is considered to be essential to the work being performed hereunder, and is designated as Key Personnel who shall be made available to the full extent required to carry out the work under this MOU:

Name/Title: Marina Fevola, Court Administrator

Personnel of at least equivalent capability shall be assigned to the project if this individual becomes unavailable during the term of this MOU. Any such substitutions shall require prior written approval by the AOC, which approval may be denied at its sole discretion. The AOC may terminate this MOU; or, at its option, negotiate with the County Commissioners of Kent County for an equitable adjustment under the MOU relative to the loss of such Key Personnel if the County Commissioners of Kent County is unable to provide substitutes acceptable to the AOC.

#### **ARTICLE VIII – ENTIRE AGREEMENT**

This MOU embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations regarding the Parties' agreement, other than those contained herein, or incorporated herein by reference.



## ARTICLE IX – SIGNATURES

In acknowledgement of the foregoing description of the terms and requirements of this MOU, these authorized signatories of the Parties do hereby attest to their acceptance of these terms and conditions.

For the County Commissioners of Kent County:

2-20-24

Date



Ronald H. Fithian  
President, Board of County Commissioners  
400 High Street  
Chestertown, MD 21620

For the Circuit Court for Kent County:

2/7/24

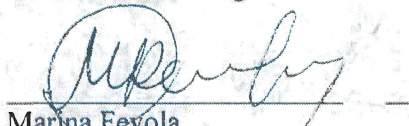
Date



Hon. Harris P. Murphy  
Administrative Judge

2/7/24

Date



Marina Fevola  
Court Administrator

For the Administrative Office of the Courts:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Whitney S. Williams  
Director, Department of Procurement, Contract & Grant  
Administration

Approved as to form and legal sufficiency this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Stephane J. Latour  
Managing Legal Counsel



**ARTICLE IX – SIGNATURES**

In acknowledgement of the foregoing description of the terms and requirements of this MOU, these authorized signatories of the Parties do hereby attest to their acceptance of these terms and conditions.

For the County Commissioners of Kent County:

2-20-24

Date

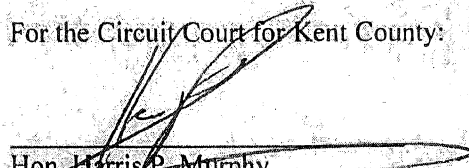


Ronald H. Fithian  
President, Board of County Commissioners  
400 High Street  
Chestertown, MD 21620

For the Circuit Court for Kent County:

2/7/24

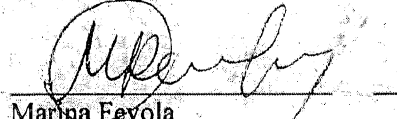
Date



Hon. Harris P. Murphy  
Administrative Judge

2/7/24

Date



Marina Evola  
Court Administrator

For the Administrative Office of the Courts:

Date

Whitney S. Williams  
Director, Department of Procurement, Contract & Grant  
Administration

Approved as to form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Stephane J. Latour  
Managing Legal Counsel

Exhibit A

**Courthouse Security Items Request 2024**

MOU Partner: County Commissioners of Kent County  
Court: Circuit Court for Kent County  
Court Address: 103 N. Cross St.  
Chestertown, MD 21620

Please complete the following:

- Choose Tier
- Complete the Subtotal in the Sub-Category
- Complete the Total


Tier I		Subtotal	Funded (AOC ONLY)
	X-ray Machine		
	Magnetometer		
	Access Control System	\$24,830	
	Duress Alarms	\$245	
	Camera System	\$10,690	
	Audio Visual Intercom		
Tier II			
	Building Alarms		
	Bullet Resistant Barriers	\$35,772.49	
	Fenced/Restricted Judges Parking		
	Security Blast Film		
Tier III			
	Emergency Intercom		
		Total: \$71,537.49	Total Funded:

*Numbers and any quotes provided are estimates, based upon initial market research. Actual expenditures may differ, based upon the results of a formal procurement process.*

- Provide a description of each item requested and reason for request

Tier I	
X-ray Machine	
Magnetometer	
Access Control System	See Addenda A
Duress Alarms	See Addenda A
Camera System	See Addenda A
Audio Visual Intercom	
Tier II	
Building Alarms	
Bullet Resistant Barriers	See Addenda A
Fenced/Restricted Judges Parking	
Security Blast Film	
Tier III	
Emergency Intercom	

- Form must be signed and dated:

Submitted by/Authorized Signature:	
Date:	6/23
Print Name and Title:	Harris B. Murphy, Administrative Judge
MOU Partner:	County Commissioners of Kent County
Address:	400 High Street
Address:	Chester Town, MD 21620
Telephone #:	410-778-7440
Email/Address:	hbmurphy@mdcourts.gov
Federal Tax Identification #:	52-60000974

*\*Name and Address of MOU Partner should be the same as the Name and Address used on the Request for Reimbursement for county/city*

## ADDENDA A

### TIER I

**Access Control System** – Items requested to improve security while entering the building and to secure offices.

- A. Two expandable control processing units. (Attachment 1)
- B. Three access control processing units. (Attachment 2)
- C. Two magnetic door lock power supply. (Attachment 1)
- D. Eight proximity readers. (Attachment 1&2)
- E. One double door to be fitted with two magnetic locks. (Attachment 1)
- F. One daytime bypass key switch to disable magnetic locks during public hours. (Attachment 1)
- G. One existing powered door opener to be fitted with automatic bypass relay to disable opener function when locks are engaged. (Attachment 1)

**Duress Alarms** – to replace existing alarm on Judge's Bench.

- A. One new supervised wireless panic button to replace existing unit at Circuit Court Judge's Bench. (Attachment 5)

**Camera System** – To provide views of customer access areas.

Outside camera diagram

(Attachment 6)

- A. Ten new cameras to be added to existing CCTV system.
  - a. Two at front parking lot entrance and lot. (Attachment 3)
  - b. One facing rear parking lot. (Attachment 3)
  - c. One at main courthouse entry door. (Attachment 3)
  - d. Two on South corner of courthouse. (Attachment 3)
  - e. One directed towards Clerk's Office safe. (Attachment 4)
  - f. One in the judicial customer room. (Attachment 4)
  - g. One in the ceremony room. (Attachment 4)
  - h. One in the Land Records vault. (Attachment 4)
- B. Three pairs of wireless camera link for parking lot cameras. (Attachment 3)
- C. One 24" LED monitor at front entrance metal detector table. (Attachment 3)
- D. One USB extension for mouse control at new monitor. (Attachment 3)

### TIER II

**Bullet Resistant Barriers** – To protect areas with Domestic Violence victims and Land Records customer/clerk interaction counter with safe located below.

- A. UL 752 Level 2 storefront reception window (Attachment 7)
- B. 15mil, clear blast film (Attachment 7)

ATTACHMENT 1

# ATLANTIC

## SECURITY INC.

944 Washington Ave. • P.O. Box 214 • Chestertown, MD 21620

410-778-6112 • 800-252-7622

www.atlanticsecurityinc.com • info@atlanticsecurityinc.com

**SUBMITTED TO:** Kent County Courthouse  
103 N. Cross Street  
Chestertown, MD 21620

**ATTN:** Marina Fevola  
**JOB NAME:** Courthouse Access Control Additions  
**JOB SITE:** 103 N. Cross St., Chestertown

**TEL:** 410-778-7440    **Email:** [marina.fevola@mdcourts.gov](mailto:marina.fevola@mdcourts.gov)    **Salesman:** Dan Wagner    **DATE:** 8/31/2023

**Proposal for Additions to an Existing Access Control System:**

- A. Two [2] expandable control processing units.
- B. Two [2] magnetic door lock power supply.
- C. Two [2] proximity reader.
- D. One [1] double door to be fitted with two [2] magnetic locks.
- E. One [1] daytime bypass key switch to disable magnetic locks during public hours. Note: panic lockdown pull station will always lock doors regardless of key switch status.
- F. One [1] existing powered door opener to be fitted with automatic bypass relay to disable opener function when locks are engaged.
- G. The system or equipment installed under this Proposal are guaranteed to be free from defects in material and workmanship for a period of one [1] year from the date of completion. Atlantic Security, Inc. shall not be obligated to warranty, repair or replace equipment which has been furnished or repaired by others, abused, altered or otherwise misused or damaged in any way.
- H. There are no provisions within this Proposal for any necessary additional work that may be caused by change orders, unscheduled site visits, damages to wiring etc., and/or failure of scheduled progress notification. Additionally, delays or complications arising from weather, strikes, floods, riots, or acts of God, changes to the scope of the work proposed, method of installation or unforeseen complications, whether caused by existing or new construction or unforeseen site conditions are not covered in the scope of this proposal. Any such work shall be appropriately charged (*time & material*) under prevailing rates following the issuance of a change order to be authorized by both parties in advance of any such work being performed.
- I. Atlantic Security, Inc. does not represent or warrant that Owner's System cannot be circumvented or compromised or that it will in all cases provide protection from the hazards that it is designed to detect or avert. It is understood that Atlantic Security, Inc. is not an insurer, that insurance, if any, shall be obtained by Owner and that the amounts payable to Atlantic Security, Inc. hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of Owner's property or the property of others located in Owner's premises. Owner does not intend or expect that this proposal will provide for full liability of Atlantic Security, Inc. and agrees that Atlantic Security, Inc. shall be exempt from any liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom, which Owner's System is designed to detect or avert, except for loss or damage, irrespective of cause or origin,

that results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this proposal or from negligence, active or otherwise, of Atlantic Security, Inc., its agents or employees. However, Owner agrees that if Atlantic Security, Inc. should be found liable for loss or damage due to a failure of Owner's System in any respect, Atlantic Security, Inc. liability shall be limited to the provisions as described on the Certificate of Liability Insurance form, attached hereto and made part of this Proposal.

- L. Upon completion of installation a demonstration of the system and all pertinent information will be provided. Atlantic Security, Inc. requires that any persons directly or indirectly related to the operation of the system must be present for this demonstration. Failure to do so may result in the scheduling of an additional service call to the premises which shall be billed accordingly.

Atlantic Security, Inc. proposes to furnish material and labor, and to complete in accordance with above specifications, for the sum of:

**\$7,845.00 [Seven Thousand Eight Hundred Forty-five & 00/100 Dollars]**  
*(Total payment based on selection of available options.)*

- ◆ This is an outright purchase of equipment.
- ◆ **PAYMENT TERMS:** 50% DOWN, BALANCE DUE ON COMPLETION.
- ◆ **PLEASE NOTE:** Atlantic Security, Inc. must be in receipt of all deposit monies and signed proposal prior to the scheduling and/or commencement of the job described herein.
- ◆ Fees for local and/or county permits that may be required will be added to the total cost of this proposal.

If Client is in default for failure to make payments as required, Atlantic Security, Inc. shall be permitted to recover interest at the rate of 24% per annum, plus all costs of collection, including attorney's fees. Client agrees that any such proceedings will be held in Kent County, Maryland.

**SIGNATURE REQUIRED BELOW TO INDICATE YOU HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS OF THIS PROPOSAL:**

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Atlantic Security Representative/Date

\_\_\_\_\_  
PRINTED NAME

Dan Wagner  
\_\_\_\_\_  
PRINTED NAME

# ATLANTIC

SECURITY INC.

944 Washington Avenue / PO Box 214 Chestertown MD 21620  
410-778-6112 / info@atlanticsecurityinc.com

## CHANGE ORDER REQUEST SUMMARY

PROJECT NAME			
LOCATION OF WORK			
PROJECT MANAGER		EMAIL	
REQUESTING PARTY		DATE OF REQUEST	

CHANGE REQUEST OVERVIEW	
DESCRIPTION OF CHANGES NEEDED	
REASON FOR CHANGE	
NOTES	

All work detailed in this change order shall be appropriately charged (*time & material*) under prevailing rates unless otherwise specified in writing and agreed to by both parties. If Client is in default for failure to make payments as required, Atlantic Security, Inc. shall be permitted to recover interest at the rate of 24% per annum, plus all costs of collection, including attorney's fees. Client agrees that any such proceedings will be held in Kent County, Maryland.

CUSTOMER SIGNATORY		ATLANTIC SECURITY, INC.	
SIGNATURE		SIGNATURE	
NAME & TITLE		NAME & TITLE	
DATE		DATE	



ATTACHMENT 2

# ATLANTIC

## SECURITY INC.

944 Washington Ave. • P.O. Box 214 • Chestertown, MD 21620

410-778-6112 • 800-252-7622

www.atlanticsecurityinc.com • info@atlanticsecurityinc.com

**SUBMITTED TO:** Kent County Courthouse  
103 N. Cross Street  
Chestertown, MD 21620

**ATTN:** Sherise Kennard  
**JOB NAME:** Court Hs. Access Control Additions  
**JOB SITE:** 103 N. Cross St., Chestertown

**TEL:** 410-778-7440    **Email:** [sherise.kennard@mdcourts.gov](mailto:sherise.kennard@mdcourts.gov)    **Salesman:** Dan Wagner    **DATE:** 9/14/2023

**Proposal for Additions to an Existing Access Control System:**

- A. Three [3] access control processing units.
- B. Six [6] proximity readers.
- C. The system or equipment installed under this Proposal are guaranteed to be free from defects in material and workmanship for a period of one [1] year from the date of completion. Atlantic Security, Inc. shall not be obligated to warranty, repair or replace equipment which has been furnished or repaired by others, abused, altered or otherwise misused or damaged in any way.
- D. There are no provisions within this Proposal for any necessary additional work that may be caused by change orders, unscheduled site visits, damages to wiring etc., and/or failure of scheduled progress notification. Additionally, delays or complications arising from weather, strikes, floods, riots, or acts of God, changes to the scope of the work proposed, method of installation or unforeseen complications, whether caused by existing or new construction or unforeseen site conditions are not covered in the scope of this proposal. Any such work shall be appropriately charged (*time & material*) under prevailing rates following the issuance of a change order to be authorized by both parties in advance of any such work being performed.
- E. Atlantic Security, Inc. does not represent or warrant that Owner's System cannot be circumvented or compromised or that it will in all cases provide protection from the hazards that it is designed to detect or avert. It is understood that Atlantic Security, Inc. is not an insurer, that insurance, if any, shall be obtained by Owner and that the amounts payable to Atlantic Security, Inc. hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of Owner's property or the property of others located in Owner's premises. Owner does not intend or expect that this proposal will provide for full liability of Atlantic Security, Inc. and agrees that Atlantic Security, Inc. shall be exempt from any liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom, which Owner's System is designed to detect or avert, except for loss or damage, irrespective of cause or origin, that results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this proposal or from negligence, active or otherwise, of Atlantic Security, Inc., its agents or employees. However, Owner agrees that if Atlantic Security, Inc. should be found liable for loss or damage due to a failure of Owner's System in any respect, Atlantic Security, Inc. liability shall be limited to the provisions as described on the Certificate of Liability Insurance form, attached hereto and made part of this Proposal.

- F. Upon completion of installation a demonstration of the system and all pertinent information will be provided. Atlantic Security, Inc. requires that any persons directly or indirectly related to the operation of the system must be present for this demonstration. Failure to do so may result in the scheduling of an additional service call to the premises which shall be billed accordingly.

Atlantic Security, Inc. proposes to furnish material and labor, and to complete in accordance with above specifications, for the sum of:

**\$16,985.00 [Sixteen Thousand Nine Hundred Eighty-five & 00/100 Dollars]**

*(Total payment based on selection of available options.)*

- ◆ **This is an outright purchase of equipment.**
- ◆ **PAYMENT TERMS: 50% DOWN, BALANCE DUE ON COMPLETION.**
- ◆ **PLEASE NOTE: Atlantic Security, Inc. must be in receipt of all deposit monies and signed proposal prior to the scheduling and/or commencement of the job described herein.**
- ◆ Fees for local and/or county permits that may be required will be added to the total cost of this proposal.

If Client is in default for failure to make payments as required, Atlantic Security, Inc. shall be permitted to recover interest at the rate of 24% per annum, plus all costs of collection, including attorney's fees. Client agrees that any such proceedings will be held in Kent County, Maryland.

**SIGNATURE REQUIRED BELOW TO INDICATE YOU HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS OF THIS PROPOSAL:**

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
Atlantic Security Representative/Date

Dan Wagner  
\_\_\_\_\_  
PRINTED NAME

# ATLANTIC

SECURITY INC.

944 Washington Avenue / PO Box 214 Chestertown MD 21620  
410-778-6112 / info@atlanticsecurityinc.com

## CHANGE ORDER REQUEST SUMMARY

PROJECT NAME			
LOCATION OF WORK			
PROJECT MANAGER		EMAIL	
REQUESTING PARTY		DATE OF REQUEST	

CHANGE REQUEST OVERVIEW	
DESCRIPTION OF CHANGES NEEDED	
REASON FOR CHANGE	
NOTES	

All work detailed in this change order shall be appropriately charged (*time & material*) under prevailing rates unless otherwise specified in writing and agreed to by both parties. If Client is in default for failure to make payments as required, Atlantic Security, Inc. shall be permitted to recover interest at the rate of 24% per annum, plus all costs of collection, including attorney's fees. Client agrees that any such proceedings will be held in Kent County, Maryland.

CUSTOMER SIGNATORY		ATLANTIC SECURITY, INC.	
SIGNATURE		SIGNATURE	
NAME & TITLE		NAME & TITLE	
DATE		DATE	

ATTACHMENT 3

# ATLANTIC

## SECURITY INC.

944 Washington Ave. • P.O. Box 214 • Chestertown, MD 21620

410-778-6112 • 800-252-7622

www.atlanticsecurityinc.com • info@atlanticsecurityinc.com

**SUBMITTED TO:** Kent County Courthouse  
103 N. Cross Street  
Chestertown, MD 21620

**ATTN:** Marina Fevola  
**JOB NAME:** Courthouse CCTV Additions  
**JOB SITE:** 103 N. Cross St., Chestertown

**TEL:** 410-778-7440    **Email:** [marina.fevola@mdcourts.gov](mailto:marina.fevola@mdcourts.gov)    **Salesman:** Dan Wagner    **DATE:** 8/31/2023

**Proposal for Additions to an Existing Camera System:**

- A. Six [6] new cameras to be added to existing CCTV system:
  - 1. Two [2] at front parking lot entrance and lot
  - 2. One [1] facing rear parking lot
  - 3. One [1] at main courthouse entry door
  - 4. Two [2] on South corner of courthouse
- B. Three [3] pairs of wireless camera link for parking lot cameras.
- C. One [1] 24" LED monitor at front entrance metal detector table.
- D. One [1] USB extension for mouse control at new monitor.
- E. Customer to provide 110 volt outlet (*not GFI*) to be located on customer provided poles for mounting at each camera location.
- F. The system or equipment installed under this Proposal is guaranteed to be free from defects in material and workmanship for a period of one [1] year from the date of completion. Atlantic Security, Inc. shall not be obligated to warranty, repair or replace equipment which has been furnished or repaired by others, abused, altered or otherwise misused or damaged in any way.
- G. There are no provisions within this Proposal for any necessary additional work that may be caused by change orders, unscheduled site visits, damages to wiring etc., and/or failure of scheduled progress notification. Additionally, delays or complications arising from weather, strikes, floods, riots, or acts of God, changes to the scope of the work proposed, method of installation or unforeseen complications, whether caused by existing or new construction or unforeseen site conditions are not covered in the scope of this proposal. Any such work shall be appropriately charged (*time & material*) under prevailing rates following the issuance of a change order to be authorized by both parties in advance of any such work being performed.
- H. Atlantic Security, Inc. does not represent or warrant that Owner's System cannot be circumvented or compromised or that it will in all cases provide protection from the hazards that it is designed to detect or avert. It is understood that Atlantic Security, Inc. is not an insurer, that insurance, if any, shall be obtained by Owner and that the amounts payable to Atlantic Security, Inc. hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of Owner's property or the property of others located in Owner's premises. Owner does not intend or expect that this proposal will provide for full liability of Atlantic Security, Inc. and agrees that Atlantic Security, Inc. shall be exempt from any liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom, which Owner's System is designed to detect or avert. However, Owner agrees that if Atlantic Security, Inc. should be found liable for loss or damage due to a failure of Owner's System in any respect, Atlantic Security, Inc. liability shall be limited to a sum equal to fifty percent [50%] of the Annual Charge or Two Hundred Fifty

Dollars [\$250.00] whichever is greater. The provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this proposal or from negligence, active or otherwise, of Atlantic Security, Inc., its agents or employees. Owner will indemnify and hold Atlantic Security, Inc. harmless from and against any and all liability (including attorney's fees) and claims brought by parties other than the parties hereto, regardless of cause.

- I. Upon completion of installation a demonstration of the system and all pertinent information will be provided. Atlantic Security, Inc. requires that any persons directly or indirectly related to the operation of the system must be present for this demonstration. Failure to do so may result in the scheduling of an additional service call to the premises which shall be billed accordingly.

Atlantic Security, Inc. proposes to furnish material and labor, and to complete in accordance with above specifications, for the sum of:

**\$6,995.00 [Six Thousand Nine Hundred Ninety-five and 00/100 Dollars]**  
(Total payment based on selection of available options.)

- ♦ This is an outright purchase of equipment.
- ♦ **PAYMENT TERMS:** 50% DUE WITH ACCEPTANCE OF PROPOSAL; BALANCE DUE NET15 FROM DATE OF ATLANTIC SECURITY, INC. INVOICE. ANY OTHER FORMS OF INVOICING AND/OR PAYMENT ARRANGEMENTS MUST BE SUBMITTED BY CLIENT IN WRITING AND APPROVED BY ATLANTIC SECURITY, INC. PRIOR TO COMMENCEMENT OF JOB DESCRIBED HEREIN.
- ♦ **PLEASE NOTE:** Atlantic Security, Inc. must be in receipt of all deposit monies and signed proposal prior to the scheduling and/or commencement of the job described herein.
- ♦ Fees for local and/or county permits that may be required will be added to the total cost of this proposal.
- ♦ This proposal is valid for thirty [30] days from the proposal date.

If Client is in default for failure to make payments as required, Atlantic Security, Inc. shall be permitted to recover interest at the rate of 24% per annum, plus all costs of collection, including attorney's fees. Client agrees that any such proceedings will be held in Kent County, Maryland.

**SIGNATURE REQUIRED BELOW TO INDICATE YOU HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS OF THIS PROPOSAL:**

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
Atlantic Security Representative/Date

Dan Wagner  
\_\_\_\_\_  
PRINTED NAME

ATTACHMENT 4

# ATLANTIC

## SECURITY INC.

944 Washington Ave. • P.O. Box 214 • Chestertown, MD 21620

410-778-6112 • 800-252-7622

www.atlanticsecurityinc.com • info@atlanticsecurityinc.com

**SUBMITTED TO:** Kent County Courthouse  
103 N. Cross Street  
Chestertown, MD 21620

**ATTN:** Sherise Kennard  
**JOB NAME:** Court House CCTV Additions  
**JOB SITE:** 103 N. Cross St., Chestertown

**TEL:** 410-778-7440    **Email:** [sherise.kennard@mdcourts.gov](mailto:sherise.kennard@mdcourts.gov)    **Salesman:** Dan Wagner    **DATE:** 9/14/2023

**Proposal for Additions to an Existing Camera System:**

- A. Four [4] new cameras to be added to existing CCTV system:
- B. Customer to provide 110 volt outlet (*not GFI*) to be located on customer provided poles for mounting at each camera location.
- C. The system or equipment installed under this Proposal is guaranteed to be free from defects in material and workmanship for a period of one [1] year from the date of completion. Atlantic Security, Inc. shall not be obligated to warranty, repair or replace equipment which has been furnished or repaired by others, abused, altered or otherwise misused or damaged in any way.
- D. There are no provisions within this Proposal for any necessary additional work that may be caused by change orders, unscheduled site visits, damages to wiring etc., and/or failure of scheduled progress notification. Additionally, delays or complications arising from weather, strikes, floods, riots, or acts of God, changes to the scope of the work proposed, method of installation or unforeseen complications, whether caused by existing or new construction or unforeseen site conditions are not covered in the scope of this proposal. Any such work shall be appropriately charged (*time & material*) under prevailing rates following the issuance of a change order to be authorized by both parties in advance of any such work being performed.
- E. Atlantic Security, Inc. does not represent or warrant that Owner's System cannot be circumvented or compromised or that it will in all cases provide protection from the hazards that it is designed to detect or avert. It is understood that Atlantic Security, Inc. is not an insurer, that insurance, if any, shall be obtained by Owner and that the amounts payable to Atlantic Security, Inc. hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of Owner's property or the property of others located in Owner's premises. Owner does not intend or expect that this proposal will provide for full liability of Atlantic Security, Inc. and agrees that Atlantic Security, Inc. shall be exempt from any liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom, which Owner's System is designed to detect or avert. However, Owner agrees that if Atlantic Security, Inc. should be found liable for loss or damage due to a failure of Owner's System in any respect, Atlantic Security, Inc. liability shall be limited to a sum equal to fifty percent [50%] of the Annual Charge or Two Hundred Fifty Dollars [\$250.00] whichever is greater. The provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this proposal or from negligence, active or otherwise, of Atlantic Security, Inc., its agents or employees. Owner will indemnify and hold Atlantic Security, Inc. harmless from and against any and all liability (*including attorney's fees*) and claims brought by parties other than the parties hereto, regardless of cause.



- F. Upon completion of installation a demonstration of the system and all pertinent information will be provided. Atlantic Security, Inc. requires that any persons directly or indirectly related to the operation of the system must be present for this demonstration. Failure to do so may result in the scheduling of an additional service call to the premises which shall be billed accordingly.

Atlantic Security, Inc. proposes to furnish material and labor, and to complete in accordance with above specifications, for the sum of:

**\$3,695.00 [Three Thousand Six Hundred Ninety-five and 00/100 Dollars**

*(Total payment based on selection of available options.)*

- ◆ **This is an outright purchase of equipment.**
- ◆ **PAYMENT TERMS:** 50% DUE WITH ACCEPTANCE OF PROPOSAL; BALANCE DUE NET 15 FROM DATE OF ATLANTIC SECURITY, INC. INVOICE. ANY OTHER FORMS OF INVOICING AND/OR PAYMENT ARRANGEMENTS MUST BE SUBMITTED BY CLIENT IN WRITING AND APPROVED BY ATLANTIC SECURITY, INC. PRIOR TO COMMENCEMENT OF JOB DESCRIBED HEREIN.
- ◆ **PLEASE NOTE:** Atlantic Security, Inc. must be in receipt of all deposit monies and signed proposal prior to the scheduling and/or commencement of the job described herein.
- ◆ Fees for local and/or county permits that may be required will be added to the total cost of this proposal.
- ◆ This proposal is valid for thirty [30] days from the proposal date.

If Client is in default for failure to make payments as required, Atlantic Security, Inc. shall be permitted to recover interest at the rate of 24% per annum, plus all costs of collection, including attorney's fees. Client agrees that any such proceedings will be held in Kent County, Maryland.

**SIGNATURE REQUIRED BELOW TO INDICATE YOU HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS OF THIS PROPOSAL:**

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
Atlantic Security Representative/Date

Dan Wagner  
\_\_\_\_\_  
PRINTED NAME

# ATLANTIC

SECURITY INC.

944 Washington Ave. • P.O. Box 214 • Chestertown, MD 21620

410-778-6112 • 800-252-7622

www.atlanticsecurityinc.com • info@atlanticsecurityinc.com

**SUBMITTED TO:** Kent County Courthouse  
103 N. Cross Street  
Chestertown, MD 21620

**ATTN:** Marina Fevola  
**JOB NAME:** Courthouse Security Additions  
**JOB SITE:** 103 N. Cross St., Chestertown

**TEL:** 410-778-7440    **Email:** [marina.fevola@mdcourts.gov](mailto:marina.fevola@mdcourts.gov)    **Salesman:** Dan Wagner    **DATE:** 8/31/2023

**Proposal for Additions to an Existing Security System:**

- A. One [1] new supervised wireless panic button to replace existing unit at Circuit Court Judge's Bench.
- B. Upon activation of the system, a specific and unique signal shall be sent to a U.L. Listed Central Station, which shall notify the applicable governmental authority (*Fire Department, Police Department, etc.*) and, in turn, will notify a designated responsible person. (*Back-up persons may also be listed.*)
- C. The system or equipment installed under this Proposal is guaranteed to be free from defects in material and workmanship for a period of one [1] year from the date of completion. Atlantic Security, Inc. shall not be obligated to warranty, repair or replace equipment which has been furnished or repaired by others, abused, altered or otherwise misused or damaged in any way.
- D. There are no provisions within this Proposal for any necessary additional work that may be caused by change orders, unscheduled site visits, damages to wiring etc., and/or failure of scheduled progress notification. Additionally, delays or complications arising from weather, strikes, floods, riots, or acts of God, changes to the scope of the work proposed, method of installation or unforeseen complications, whether caused by existing or new construction or unforeseen site conditions are not covered in the scope of this proposal. Any such work shall be appropriately charged (*time & material*) under prevailing rates following the issuance of a change order to be authorized by both parties in advance of any such work being performed.
- E. Atlantic Security, Inc. does not represent or warrant that Owner's System cannot be circumvented or compromised or that it will in all cases provide protection from the hazards that it is designed to detect or avert. It is understood that Atlantic Security, Inc. is not an insurer, that insurance, if any, shall be obtained by Owner and that the amounts payable to Atlantic Security, Inc. hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of Owner's property or the property of others located in Owner's premises. Owner does not intend or expect that this proposal will provide for full liability of Atlantic Security, Inc. and agrees that Atlantic Security, Inc. shall be exempt from any liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom, which Owner's System is designed to detect or avert. However, Owner agrees that if Atlantic Security, Inc. should be found liable for loss or damage due to a failure of Owner's System in any respect, Atlantic Security, Inc. liability shall be limited to a sum equal to fifty percent [50%] of the Annual Charge or Two Hundred Fifty Dollars [\$250.00] whichever is greater. The provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this proposal or from negligence, active or otherwise, of Atlantic Security, Inc., its agents or employees. Owner will indemnify and hold Atlantic Security, Inc. harmless from and against any and all liability (*including attorney's fees*) and claims brought by parties other than the parties hereto, regardless of cause.

- F. Upon completion of installation a demonstration of the system and all pertinent information will be provided. Atlantic Security, Inc. requires that any persons directly or indirectly related to the operation of the system must be present for this demonstration. Failure to do so may result in the scheduling of an additional service call to the premises which shall be billed accordingly.

Atlantic Security, Inc. proposes to furnish material and labor, and to complete in accordance with above specifications, for the base price of:

**\$245.00 [Two Hundred Forty-five and No/100 Dollars]**  
*(Total payment based on selection of available options.)*

- ◆ **This is an outright purchase of equipment.**
- ◆ **PAYMENT TERMS:** 50% DUE WITH ACCEPTANCE OF PROPOSAL; BALANCE DUE NET15 FROM DATE OF ATLANTIC SECURITY, INC. INVOICE. ANY OTHER FORMS OF INVOICING AND/OR PAYMENT ARRANGEMENTS MUST BE SUBMITTED BY CLIENT IN WRITING AND APPROVED BY ATLANTIC SECURITY, INC. PRIOR TO COMMENCEMENT OF JOB DESCRIBED HEREIN.
- ◆ **PLEASE NOTE:** Atlantic Security, Inc. must be in receipt of all deposit monies and signed proposal prior to the scheduling and/or commencement of the job described herein.
- ◆ Fees for local and/or county permits that may be required will be added to the total cost of this proposal.
- ◆ This proposal is valid for thirty [30] days from the proposal date.

If Client is in default for failure to make payments as required, Atlantic Security, Inc. shall be permitted to recover interest at the rate of 24% per annum, plus all costs of collection, including attorney's fees. Client agrees that any such proceedings will be held in Kent County, Maryland.

**SIGNATURE REQUIRED BELOW TO INDICATE YOU HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS OF THIS PROPOSAL:**

\_\_\_\_\_  
Signature/Date

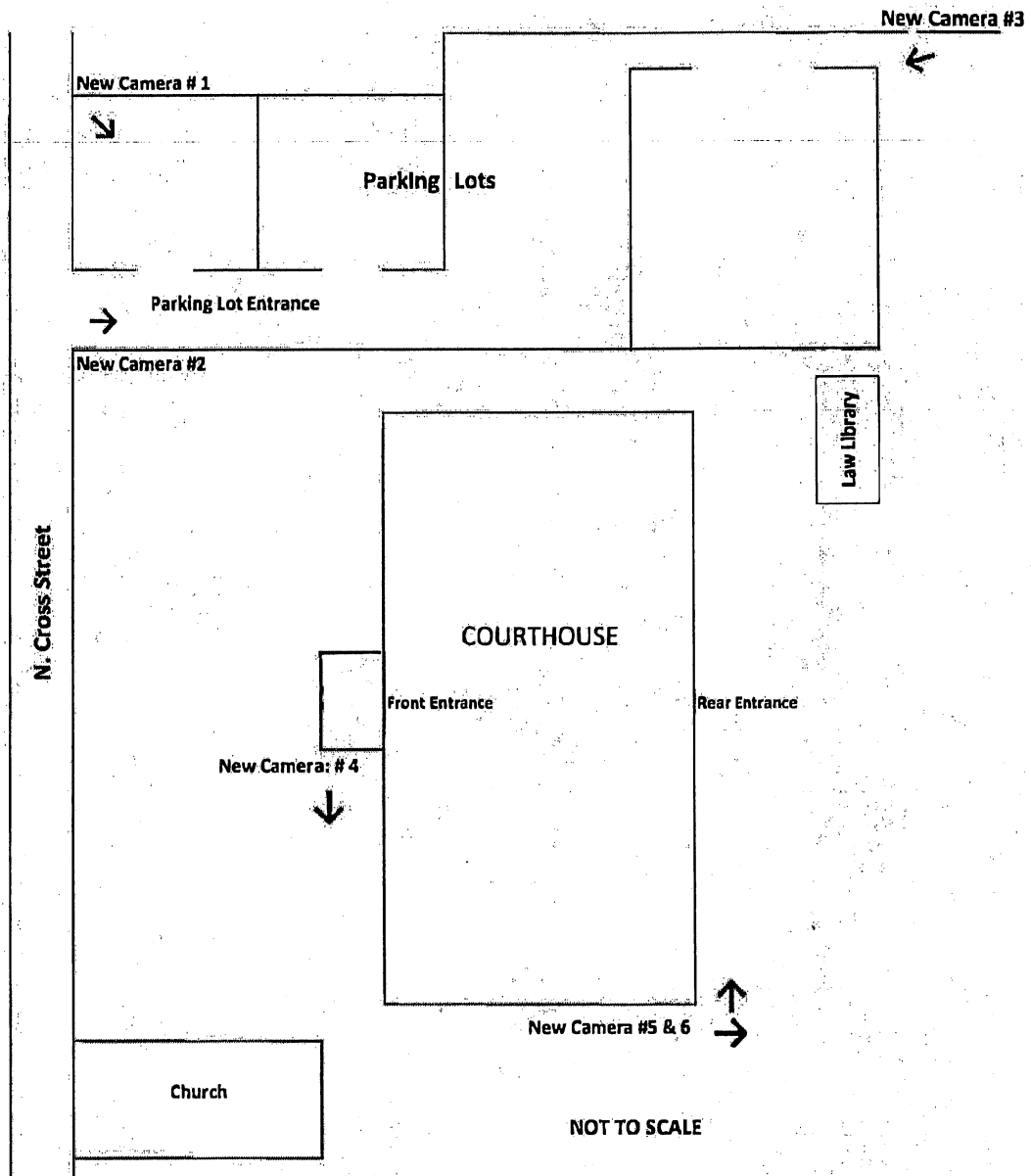
\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
Atlantic Security Representative/Date

Dan Wagner  
\_\_\_\_\_  
PRINTED NAME

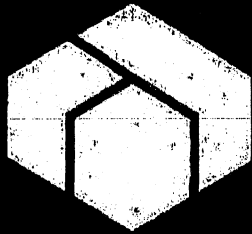
# ATTACHMENT 6

## COURTHOUSE SECURITY CAMERAS



Attachment 7

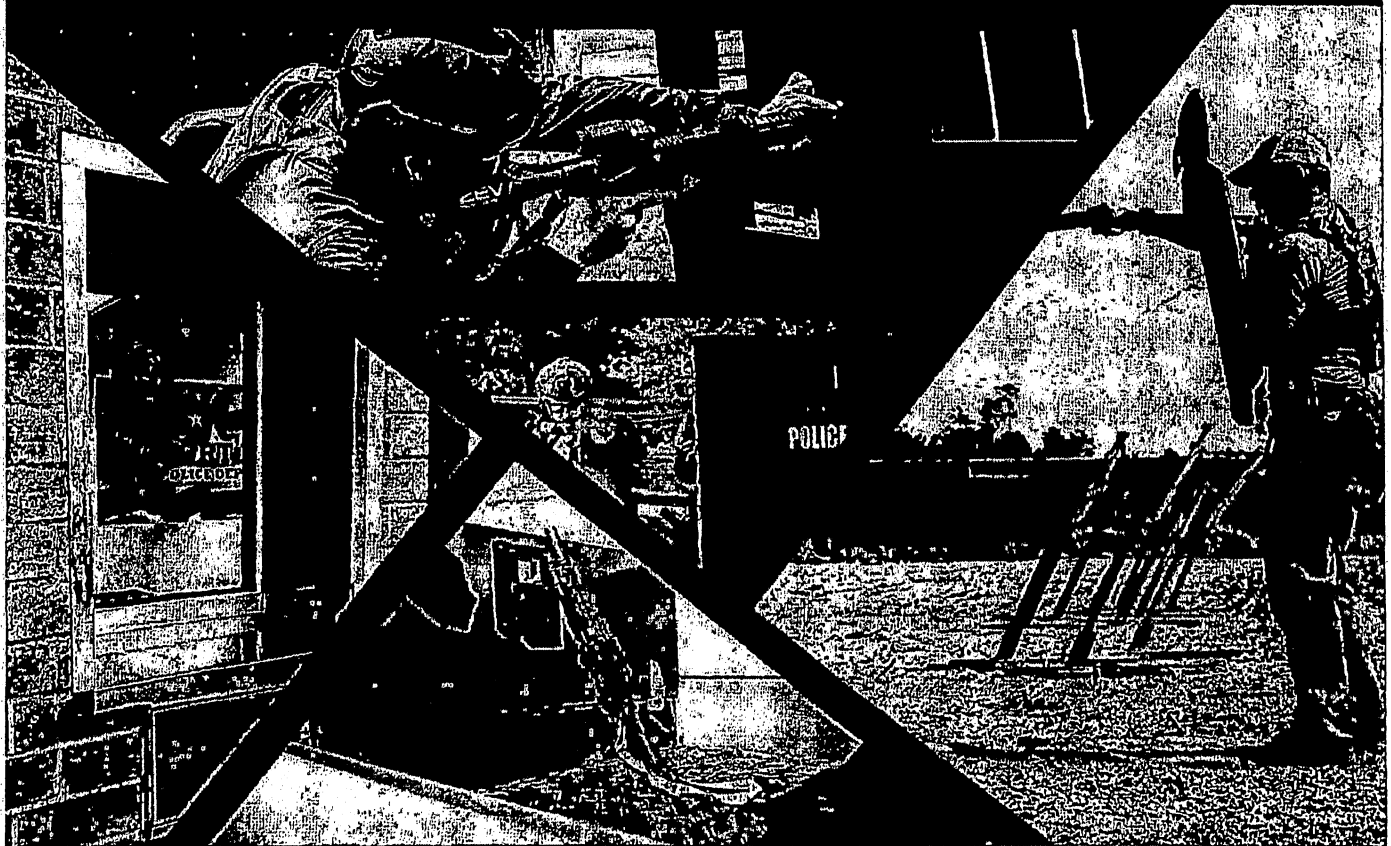
Kontek Industries  
805 McCombs Ave.  
Kannapolis, NC 28083  
[www.kontekindustries.com](http://www.kontekindustries.com)  
704-273-5040



# KONTEK

## THE FOREFRONT OF FORCE PROTECTION

DETER. DETECT. DENY. DELAY. DEFEND.



A KONTEK PROPOSAL

CHASE TOBIN

[CTOBIN@KONTEKINDUSTRIES.COM](mailto:CTOBIN@KONTEKINDUSTRIES.COM)

[WWW.KONTEKINDUSTRIES.COM](http://WWW.KONTEKINDUSTRIES.COM)



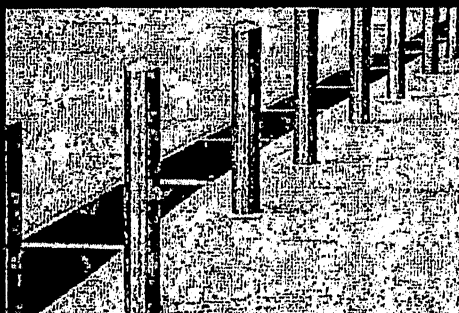
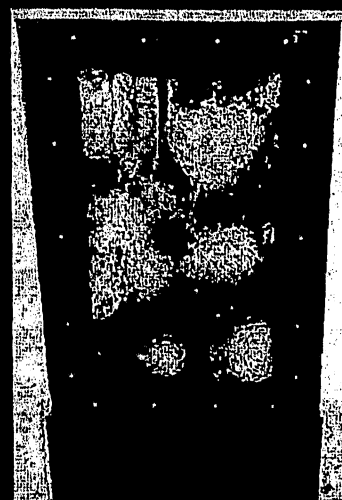
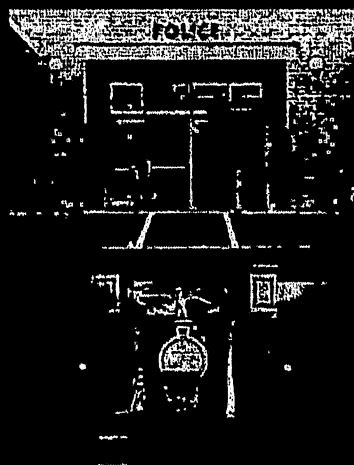
Kontek Industries  
805 McCombs Ave.  
Kannapolis, NC 28083  
[www.kontekindustries.com](http://www.kontekindustries.com)  
704-273-5040

## Target Hardening

Kontek creates, designs, manufactures and implements wholistic target hardening solutions to protect structures from physical attacks. Our solutions will help prevent, deter and protect against ballistic, blast or vehicle impact threats to your facility. Kontek will review your security objectives and design a custom plan to harden your facility. Target hardening is designed to keep law enforcement and government facilities, schools, places of worship and public venues safe from attack.

### Features:

- Ballistic glass upgrades & modular retrofit kits, all NIJ and UL752 levels
- Ballistic up-armor to existing walls, desks, counters, both covert & overt options
- Ballistic, blast & fire rated doors
- Crash rated gates & bollards
- Anti-cut, anti-climb fencing
- Custom designs and construction options



### Benefits:

- Custom solutions that provide covert and overt protection to project a culture of safety and target resilience
- Protect personnel and assets from physical attacks
- Kontek's modular retrofit kits allow you to use your existing infrastructure and maintain many of the benefits from existing commercial materials
- Modular design reduces overall project cost and reduces construction & installation time





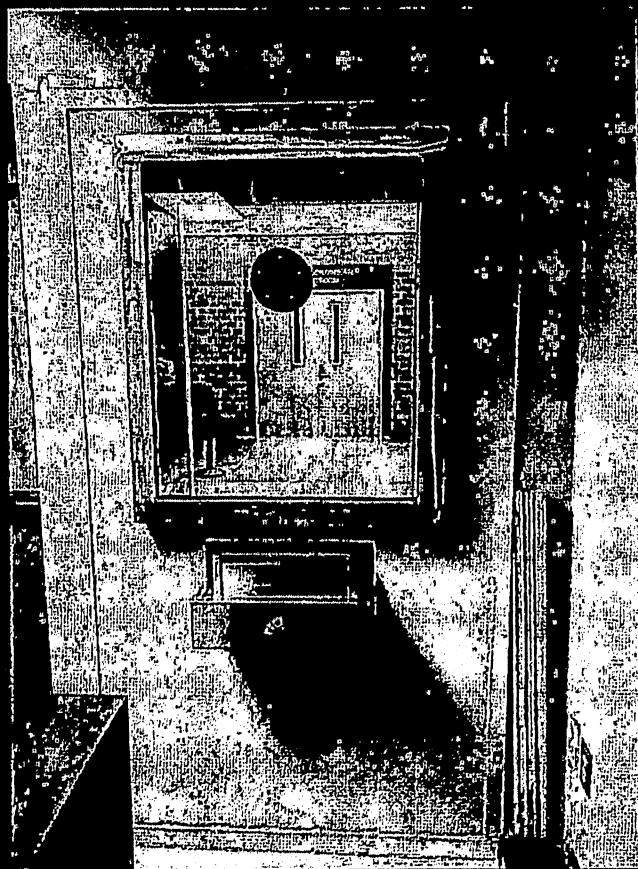
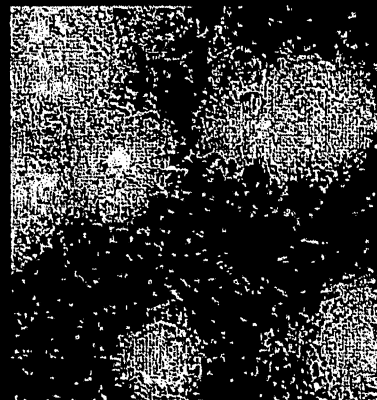
Kontek Industries  
805 McCombs Ave.  
Kannapolis, NC 28083  
[www.kontekindustries.com](http://www.kontekindustries.com)  
704-273-5040

## Ballistic Glass – Custom Solutions

Kontek is a leader in ballistic glass & windows with protection for UL 752 and NIJ standards up to and including .50 caliber armor piercing projectiles.

### Features:

- New installations (interior & exterior windows)
- Replacement solutions
- Complete window replacement
- Retrofit weapons port and window replacement
- Weapons port integrated in glass (shoot through glass)
- Variety of tinting options to include reflective mirror tint
- Decorative window furnishings available (decals, engraving, etc.)



### Benefits:

- Provides lifesaving countermeasures for projectiles up to .50 cal AP
- New and existing window installations are furnished quickly and affordably by trained professionals
- Improve the safety and survivability of people within the buildings and structures that you look to protect
- Advanced level installations into existing windows and ports make use of existing infrastructure to save you time and money



KONTEK PROPOSAL

230919-1

## QUOTE TO:

Kallee Dierker  
Chief Deputy Clerk  
Kent County Circuit Court  
103 N. Cross St  
Chestertown, MD 21260  
410-778-7985  
kallee.dierker@mdcourts.gov

## SHIP TO:

Kallee Dierker  
Chief Deputy Clerk  
Kent County Circuit Court  
103 N. Cross St  
Chestertown, MD 21260  
410-778-7985  
kallee.dierker@mdcourts.gov

DATE: 9/22/2023

PRODUCT: 15mil, Clear, Security Film  
KENT COUNTY CIRCUIT COURT

PRODUCT	QTY	PRICE EACH	SALE TOTAL
15mil, Clear, Blast Film with Gullwing Attachment System DV ROOM	1	\$2,937.50	\$2,937.50
SERVICES			
INSTALLATION			INCLUDED
SUBTOTAL			\$2,937.50
GRAND TOTAL			\$2,937.50
COMMENTS			
Shipping: N/A Lead Time: 10 weeks from receipt of approved purchase order Payment Terms: NET 30 Proposal Validity: 21 days from receipt of proposal  Kontek will notify the customer one week prior to shipment.  Shipping/freight costs are estimates. True shipping cost will be invoiced upon product delivery.		Kontek's standard Terms and Conditions for Material Purchases are incorporated as part of the Proposal and Proposal is based on those Terms and Conditions being utilized in any resulting Purchase Order. If these are not acceptable, please notify Dominic Longo (dlongo@kontekindustries.com) as soon as possible with your proposed Terms and Conditions. No Purchase Order will be accepted by Kontek until there are Terms and Conditions that are acceptable to Kontek in place.  If a Purchase Order is issued to Kontek based on this Proposal, please send it to Dominic Longo (dlongo@kontekindustries.com).	

Please note that proposal 230919-1 does not include engineering. If you would like an engineering package, please inform Kontek to update the proposal on options, cost and lead time.

## QUOTE #230919-1 IS BASED ON ANY RESULTING PURCHASE ORDER CONTAINING THE FOLLOWING PROVISIONS:

1. No firm delivery date should be provided. If one is provided it does not control over the delivery schedule provided for below:
  - a. The delivery schedule for this Purchase Order is based on Kontek's acceptance of the Purchase Order and receipt of approved drawings from KENT COUNTY CIRCUIT COURT. Fabrication does not commence until Rev 0 drawings are issued (which means KENT COUNTY CIRCUIT COURT has approved a final set of drawings for the work). The first assembly will be ready to ship 10 weeks from the start of fabrication.
2. The engineering scope of work includes one review cycle. A draft set of drawings will be provided for review to clarify the exact configuration desired. Comments provided on a document comment resolution form (DCRF) that is approved by the project manager and site responsible engineer will then be incorporated into the final set of drawings, which will need to be approved by KENT COUNTY CIRCUIT COURT before fabrication and manufacturing will begin.
3. All engineering deliverables and the use of Kontek's engineering package are contingent on Kontek performing the work provided for in such deliverables. If Kontek does not perform the work then KENT COUNTY CIRCUIT COURT cannot make use of the Kontek provided engineering.
4. Payment terms are NET 30 days from invoice date.
5. Prices are based on payment milestones as provided for below:
  - a. Twenty percent (20%) payment to Kontek upon acceptance of the Purchase Order.
  - b. Twenty percent (20%) payment to Kontek upon receipt of materials to be used for fabrication.
  - c. Remaining balance invoiced upon shipment of product.
6. If shipment of any item or other performance by Kontek is delayed at the request of or due to the fault of KENT COUNTY CIRCUIT COURT, Kontek may at its option hold the item at the place of manufacture at the risk and expense of KENT COUNTY CIRCUIT COURT from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment of an item shall be due and payable thirty (30) days after KENT COUNTY CIRCUIT COURT is notified that the item is ready for shipment. If Kontek is unwilling to accommodate KENT COUNTY CIRCUIT COURT by holding such item, KENT COUNTY CIRCUIT COURT shall accept shipment immediately.
7. Construction or installation services provided within this proposal does not include Kontek holding a general contractor's license for the state in which the work is to be performed. If a general contractor's license is required, notify Kontek to allow for proper accommodations to be made.



KONTEK PROPOSAL

230919-1

QUOTE TO:	SHIP TO:
Kaltee Dierker Chief Deputy Clerk Kent County Circuit Court 103 N. Cross St Chestertown, MD 21260 410-778-7985 kaltee.dierker@mdcourts.gov	Kaltee Dierker Chief Deputy Clerk Kent County Circuit Court 103 N. Cross St Chestertown, MD 21260 410-778-7985 kaltee.dierker@mdcourts.gov

DATE: 9/22/2023  
PRODUCT: UL 2 RECEPTION STOREFRONT  
LAND RECORDS ROOM

PRODUCT	QTY	PRICE EACH	SALE TOTAL
UL 752 LEVEL 2 STOREFRONT RECEPTION WINDOW DEAL TRAY AND SPEAKER PORT INCLUDED UL2 WALL ARMOR INCLUDED	1	\$8,334.90	\$8,334.90
SERVICES			
MOBILIZATION	1	\$5,500.00	\$5,500.00
DEMO/INSTALLATION	3	\$3,500.00	\$16,500.00
SERVICES TOTAL			\$22,000.00
FREIGHT *ESTIMATE			
FREIGHT TOTAL * estimate			\$3,000.00
MD SALES TAX (If applicable)		6%	\$500.09
GRAND TOTAL			\$32,834.99

COMMENTS	
Shipping: Freight prepaid and added to invoice Lead Time: 16 weeks from receipt of approved purchase order Payment Terms: NET 30 Proposal Validity: 21 days from receipt of proposal  Kontek will notify the customer one week prior to shipment.  Shipping/freight costs are estimates. True shipping cost will be invoiced upon product delivery.	Kontek's standard Terms and Conditions for Material Purchases are incorporated as part of the Proposal and Proposal is based on those Terms and Conditions being utilized in any resulting Purchase Order. If these are not acceptable, please notify Dominic Longo (dlongo@kontekindustries.com) as soon as possible with your proposed Terms and Conditions. No Purchase Order will be accepted by Kontek until there are Terms and Conditions that are acceptable to Kontek in place.  If a Purchase Order is issued to Kontek based on this Proposal, please send it to Dominic Longo (dlongo@kontekindustries.com).

Please note that proposal 230919-1 does not include engineering. If you would like an engineering package, please inform Kontek to update the proposal on options, cost and lead time.

QUOTE #230919-1 IS BASED ON ANY RESULTING PURCHASE ORDER CONTAINING THE FOLLOWING PROVISIONS:

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  - The delivery schedule for this Purchase Order is based on Kontek's acceptance of the Purchase Order and receipt of approved drawings from KENT COUNTY CIRCUIT COURT. Fabrication does not commence until Rev 0 drawings are issued (which means KENT COUNTY CIRCUIT COURT has approved a final set of drawings for the work). The first assembly will be ready to ship 10 weeks from the start of fabrication.
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- Payment terms are NET 30 days from invoice date.
- Prices are based on payment milestones as provided for below.
  - Twenty percent (20%) payment to Kontek upon acceptance of the Purchase Order.
  - Twenty percent (20%) payment to Kontek upon receipt of materials to be used for fabrication.
  - Remaining balance invoiced upon shipment of product.
- If shipment of any item or other performance by Kontek is delayed at the request of or due to the fault of KENT COUNTY CIRCUIT COURT, Kontek may at its option hold the item at the place of manufacture at the risk and expense of KENT COUNTY CIRCUIT COURT from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment of an item shall be due and payable thirty (30) days after KENT COUNTY CIRCUIT COURT is notified that the item is ready for shipment. If Kontek is unwilling to accommodate KENT COUNTY CIRCUIT COURT by holding such item, KENT COUNTY CIRCUIT COURT shall accept shipment immediately.
- Construction or installation services provided within this proposal does not include Kontek holding a general contractor's license for the state in which the work is to be performed. If a general contractor's license is required, notify Kontek to allow for proper accommodations to be made.



## **Terms and Conditions for Material Purchases**

07/05/2018

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## Terms and Conditions for Material Purchases

### 1. DEFINITIONS

The following terms shall have the following meanings:

A. *Agreement* means these Terms and Conditions, the document called the Purchase Order executed by the parties, and all of the documents listed in the Purchase Order, which are specifically incorporated into this Agreement.

B. *Buyer* is Company's purchasing representative whose name appears on the face of the Purchase Order and/or Contract and who is the only Company representative authorized to issue Change Orders.

C. *Company* means the \_\_\_\_\_ entity stated on the first page of the Purchase Order and/or Contract.

D. *Change Order* is the document, issued by Buyer, and accepted in writing by Seller, that alters, amends or modifies the Agreement.

E. *Seller* means KONTEK Industries, Inc., with whom Company has entered into the Agreement.

F. *Materials* means the materials, goods, equipment, stock, other tangible items or non-stock, and/or services covered by the Agreement, and includes all parts, portions, items, attachments, repairs, replacements and substitutions thereof.

### 2. ENTIRE AGREEMENT

A. The Purchase Order, together with these Terms and Conditions and all documents referenced and specifically incorporated into the Purchase Order are the entire agreement between the Parties. No modification of the Agreement shall be effective unless by a Change Order issued by Buyer and accepted in writing by Seller. Any agreements, negotiations or understandings of the Parties prior or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby.

B. Any document submitted by Seller (including any Seller document referenced in the Agreement) is

used solely for the purpose of describing the Materials and, to the extent containing any terms in addition to or inconsistent with the terms of the Agreement, or a rejection of any terms of the Agreement, shall be deemed to be a counter offer to Company and shall not be binding upon Company unless specifically accepted in writing by Buyer. In the absence of written acceptance of such counter offer by Company, commencement of performance by Seller shall be deemed to be an agreement by Seller to perform in accordance with the terms of the Agreement and an acceptance hereof, notwithstanding any prior dealings or usage of trade.

### 3. SCOPE OF SALE AND PURCHASE

Seller agrees to sell to Company, and Company agrees to purchase from Seller, the Materials identified on the Purchase Order at the stated price, quantity, ship to location and specifications.

### 4. TERM OF AGREEMENT

This Agreement shall be effective and terminate on the dates specified in the Purchase Order.

### 5. DELIVERY AND ACCEPTANCE OF MATERIALS

All Materials shall be delivered by Seller and accepted by Company according to the time period stated in the Purchase Order. Time is of the essence for this Agreement and both parties shall achieve on-time delivery and acceptance.

### 6. INSPECTION AND ACCEPTANCE OF GOODS

A. Seller shall provide, at Company's sole cost and expense, such engineering or quality assurance tests, inspections, demonstrations and reports that Company shall require. In this regard, Company expressly agrees that Seller shall have no obligation to perform any engineering or quality assurance tests, inspections, demonstrations or reports other than those specifically required by a Purchase Order unless specifically agreed to by Seller in writing and in its sole discretion, which exercise of sole discretion shall include Seller's agreeing to an additional



amount of compensation it shall receive in advance relating to the performance of such tests, inspections, demonstrations and reports. Seller shall maintain adequate records of all inspections and tests that shall indicate the nature and number of observations made, the number and type of nonconforming or defective Materials, the quantities approved and rejected, and the corrective action taken. Such records shall be made available to Company at all times and, unless otherwise agreed to by Company, shall be retained by Seller for a period of at least five (5) years.

B. Company shall have the right to reject the Materials in the event such Materials fail to conform with the specifications and testing results provided to Company by Seller. At Company's sole cost and expense at all reasonable times during the period of Seller's performance under the Agreement upon prior notice, including the period of manufacture, Company may inspect and/or test the Materials to be furnished under the Agreement at the locations where the work is being performed, including those of Seller's suppliers. At Company's request, and sole cost and expense, Seller shall provide reasonable facilities and assistance for safe and convenient inspection and testing. Company may, at its cost and expense under this Section 8B, choose to conduct inspection of one hundred percent (100%) of the Materials, any lot of the Materials or samples thereof. Company shall have the right to reject all or any portion of the Materials if any such inspection reveals that any materials are defective or nonconforming. Neither Seller nor Seller's suppliers shall change the location where the Materials are being manufactured, without the prior written consent of Buyer.

C. The parties agree that in the event any Materials delivered pursuant to the Agreement are nonconforming in any manner at such time, Company shall promptly inform Seller of the same. As Company's sole remedy, it may return the Materials, at Seller's cost and expense, and demand from Seller a refund or repair of the Materials to make them conforming. If Company opts to demand the repair of the Materials, Seller shall have the sole discretion to evaluate the Materials and determine to repair or replace the Materials. Any acceptance by Company is not a release or waiver of any of its rights under this Agreement.

## 7. TITLE AND RISK OF LOSS

Title and risk of loss to all Materials shall transfer from Seller to Company upon delivery of the Materials. Any loss or damage to the Materials prior to delivery shall be Seller's sole risk.

## 8. RESERVED

## 9. LICENSE, PATENTS AND COPYRIGHTS

Seller represents and warrants that it has authority to manufacture, sell, and transfer the Materials to Company for their intended purposes. Notwithstanding anything in the Agreement to the contrary, all the intellectual property rights in the Materials and created, obtained, or used in the course of the performance of this Agreement shall be solely owned by Seller.

## 10. OWNERSHIP OF INFORMATION

Except as specifically authorized in writing by the disclosing party, information and any other data developed or furnished by the disclosing party to the other party in the performance of this Agreement shall be used only in connection with this Agreement. All such information and any other data shall be and remain the exclusive property of the disclosing party.

## 11. WARRANTY

A. Seller warrants that it has good and marketable title at the time the Materials are loaded for delivery to Company and that the Materials are not subject to any liens, charges, claims or encumbrances by any person or entity. Seller shall defend and hold harmless Company, its successors and assigns from and against any such liens, charges, claim or encumbrances. Seller warrants that, at the time of delivery to Company, the content of the Materials conforms to the specifications stated in the Agreement.

B. Seller warrants that the Materials furnished hereunder shall be free from defects in material, workmanship and title, conform in all material respects to the terms of Agreement, be new and of commercially reasonable quality. The warranties hereunder shall survive delivery of the Materials for a period of: (i) one year warranty on all Materials; and (ii) manufacturer warranty transfers to Company on





purchased components (collectively (i) through (ii) are the "Warranty Period"). If the Materials or any part thereof do not conform to these warranties during the applicable Warranty Period and Company so notifies Seller within a reasonable time after such discovery, Seller, at its sole expense, shall promptly correct such nonconformity or replace the nonconforming Materials. The warranty period for such corrected or replaced Materials shall be the remainder of the original warranty period.

C. Seller's warranty excludes remedy for damage or defect caused by abuse, modifications not performed by Seller, improper or insufficient maintenance, or improper operation. The warranties specified in this Section 11 are in lieu of and exclude all other warranties, express or implied, arising by operation of law or otherwise, including without limitation, merchantability and fitness for a particular purpose, whether or not the purpose or use has been disclosed to Seller, and whether or not the Materials are specifically designed and/or manufactured by Seller for Company's use or purpose.

D. Seller shall promptly provide Buyer and the Contract Administrator (a) notice of any defects (latent or otherwise) in the Materials; (b) any warnings concerning defects (latent or otherwise) in the Materials; (c) any recall notices or safety bulletins related to the Materials; and (d) details including corrective action requirements. The provisions of this Section shall survive termination, cancellation or expiration of the Purchase Order.

## 12. WARRANTY AND INDEMNITY - PATENTS, TRADEMARKS, AND PROPRIETARY RIGHTS

A. Seller warrants that all Materials, and processes used or supplied and any work performed in Seller's performance of the Agreement are free from any infringement of any third-party patent, trademark, copyright or trade secret.

B. Seller shall indemnify and defend any action brought against Company by a third-party based on a claim or allegation that any process or method used, Material supplied or service performed pursuant to the Agreement constitutes an infringement or violation of any patent, trademark, copyright or trade

secret. Company shall, without expense, give reasonable information and assistance for the defense of same, and Seller shall pay all of Company's actual costs and expenses of such action, including any damages awarded. If an infringement or violation is determined or held to exist and the use of such process, method, Materials or service is enjoined, Seller shall, at its own expense and option, either (1) procure for Company the right to continue using said process, Materials or service; (2) replace it with non-infringing process, Materials or service reasonably acceptable to Company; or (3) modify it in a manner reasonably acceptable to Company so that it becomes non-infringing.

## 13. PRICE AND PAYMENT

A. Company shall pay Seller the prices indicated in the Agreement for all Materials purchased under this Agreement. Unless otherwise agreed to by a Change Order issued by Buyer, Seller shall not increase the price stated in the Agreement. Invoices for Materials delivered shall be submitted on a timely basis, in the manner, frequency and form, and with such supporting documentation, as required by the Agreement. Seller shall promptly pay its subcontractors and/or suppliers upon receipt of each payment, the respective amounts allowed Seller to the extent of each such subcontractor and/or supplier's interest therein. Company shall pay approved invoices in accordance with the payment terms specified in the Agreement.

B. Seller shall defend, indemnify and hold harmless Company from any and all claims, demands, causes of action and/or costs, including reasonable attorney fees, attributable to Seller's failure to make any payments required by this Section. Nothing in this Section or Agreement shall imply or infer an obligation of Company to make payment to any party other than Seller.

## 14. CHANGES

A. Company may make changes to the Agreement, including without limitation, changes to any one or more of the following: (a) the specifications of the Materials, (b) the addition or deletion of Materials; (c) the method of shipment of the Materials and (d) the place or time of inspection, delivery or acceptance of the Materials. If such



change causes an increase or decrease in the cost of, or time required for performance of, the Agreement, an equitable adjustment may be made by Change Order issued by Buyer and accepted by Seller. Nothing in this Section shall excuse Seller from proceeding with performance of the Agreement as changed subsequent to Seller's acceptance. No price increases, costs, charges or other amounts, extensions of time for delivery or other changes shall be binding on a party unless evidenced by a Change Order executed by such party.

B. Where the cost of Materials related to a change is included in Seller's claim for adjustment, Company shall have the right to take title thereto and prescribe the manner of disposition thereof.

#### **15. FORCE MAJEURE**

A. Except as otherwise provided herein, Seller shall not be liable for a reasonable delay or default in furnishing Materials hereunder and Company shall not be liable for failure to perform any of its obligations hereunder, to the extent due to fire, flood, storm, other natural disaster, national emergency or war, and not due to labor problems, inability to obtain financing, negligence or other similar condition of such party, provided that either party has given the other prompt notice of such occurrence. Notwithstanding the foregoing, this provision shall not apply to Company's payment obligations pursuant to the Agreement.

B. Within seven (7) days of the commencement of any excusable delay, Seller must notify Buyer in writing of the nature, cause, date of commencement and expected impact of the event. Seller must exercise reasonable due diligence in proceeding to meet its performance obligations hereunder, notwithstanding the delay. Upon Seller satisfying these conditions, Company shall extend the schedule for the period of time equal to the time actually lost by reason of the delay.

#### **16. RESERVED**

#### **17. CANCELLATION FOR DEFAULT**

Seller shall be in default hereunder if: (a) Seller refuses, neglects or fails in any respect to materially prosecute the Agreement hereunder or any material

portion thereof in accordance with the provisions set forth herein; (b) Seller refuses, neglects, or fails to perform any other material obligations under this Agreement or provide adequate assurance of performance; (c) Seller makes an assignment for the benefit of creditors or bankruptcy or insolvency proceedings are instituted by or against Seller; or (d) at any time in Company's reasonable judgment, Seller's financial or other condition or progress on the Agreement shall be such as to endanger timely performance. Upon any default hereunder, Company may exercise any one or more of the following remedies: (a) cancel all or any portion of the Agreement without liability, except the obligation to pay the purchase price for conforming Materials completed or in the process of manufacture prior to cancellation and not previously paid for, (b) require Seller to, in Seller's sole discretion, repair or replace nonconforming Materials, (c) require Seller to pay all Material transportation charges directly arising from Seller's breach, and (d) recover attorneys' fees and costs of suit, plus interest. No waiver by Company in the enforcement of any provision of the Agreement shall constitute a waiver of any other provision. Upon Company's payment to Seller of all amounts due under the Agreement, Seller shall deliver all Materials.

#### **18. TECHNICAL DATA**

A copy of all materials and documents prepared or developed by Seller solely and exclusively for the performance of the Agreement, including all manuals, data, designs, drawings, plans, specifications, reports, calculations and summaries, shall, together with any materials and documents furnished to Seller by Company, be delivered to Company upon request.

#### **19. RESERVED**

#### **20. LIMITATION ON LIABILITY**

Except as may be expressly stated elsewhere in this Agreement, neither party shall be liable to the other party for incidental, indirect, or consequential or punitive damages, including, but not limited to, loss of profits or revenue, business interruption, loss of use, or damage to reputation.



## 21. INDEMNIFICATION

A. Seller covenants and agrees that it shall defend, indemnify and hold Company, and all of its officers, agents and employees (collectively, the "Indemnified Parties") harmless for any third-party claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon (collectively, "Claims"), arising directly from Seller's performance of the Agreement, to which the Indemnified Parties may be subject or put by reason of any act, action, neglect or omission on the part of Seller, or its respective officers, agents and employees; provided, however, Seller's indemnification obligations shall not apply to the extent any Claim is caused in whole or in part by the negligent acts or omissions of Buyer or Company, including, without limitation, Seller's reliance on the requirements (including performance specifications) supplied by Company to Supplier or Company's misuse, modification, maintenance or failure to maintain the Materials.

B. In the event a claim covered by Seller's foregoing indemnity should be brought against an Indemnified Party, Seller hereby covenants and agrees to assume the defense thereof and defend the same at Seller's own expense and to pay any and all costs, charges, attorney's fees, and other expenses, and any and all judgments that may be incurred by or obtained against such Indemnified Party. In the event of any judgment or other lien being placed upon the property of Company in such suits or other proceedings, Seller shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

C. Notwithstanding anything in this Agreement to the contrary, including without limitation those provisions contained in Section 12 and this Section 21, regardless of the form of the Claim (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), in no event shall Seller's liability to indemnify the Indemnified Parties exceed the purchase price paid by Company to Seller for the specific Material provided by Seller giving rise to the Claim.

## 22. INGREDIENTS AND HAZARDOUS MATERIALS

A. Prior to delivery, Seller shall promptly furnish to Company a Material Safety Data Sheet ("MSDS") for any chemicals or hazardous materials or products to be delivered to Company, which includes at a minimum: (a) a list of all ingredients in the products and materials to be brought by Seller or its subcontractor or supplier to Company's property, (b) the quantity of all such ingredients and (c) information concerning any changes in or additions to such ingredients. Company shall require the immediate removal of any substance from its property if Seller fails to provide a MSDS. Any damage or delays caused by the removal of such substance shall be at Seller's expense.

B. Prior to and during the shipment of any products or materials, Seller shall furnish Company and any carriers with sufficient written warnings and notices (including appropriate labels on the products, materials, containers and packaging) of any hazardous material that is an ingredient or a part of any of the products or materials, together with all special handling instructions, safety measures and precautions necessary to comply with all applicable laws, to inform Company and any carriers of any applicable legal requirements and prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the products, materials, containers and packaging.

## 23. CONFIDENTIALITY

A. The parties acknowledge and agree that all information disclosed or to which the other party may have access during the parties' performance of the Agreement is considered proprietary and confidential by the disclosing party, unless designated otherwise. This information is and shall, at all times, remain the property of the disclosing party. The receiving party shall limit the disclosure of the information or any portion thereof to those of its employees and subcontractors and suppliers who are required to perform the Agreement and who have a strict need to know such information. The receiving party shall advise such persons of the existence of this Agreement, of the confidential nature of the information and of receiving party's obligations regarding same under this Agreement. The receiving



party, its employees, subcontractors and suppliers and their employees shall not, without permission of the disclosing party, disclose such proprietary or confidential information to any third party for any reason or purpose whatsoever. In the event of a breach or threatened breach of this Section by the receiving party or those under its control, the disclosing party shall be entitled to seek an injunction restraining such conduct. Nothing herein shall be construed as prohibiting the disclosing party from pursuing any other remedies available to the disclosing party for such breach or threatened breach.

B. The receiving party and its employees shall not be required to protect or hold in confidence any such information which (1) is or becomes known to the public through no act or omission of the receiving party or its employees; (2) is ordered to be disclosed by a court or administrative agency; or (3) is thereafter developed independently by the receiving party. In the event that the receiving party is requested or required under compulsion of legal process to disclose such information, the receiving party shall not, unless required by law, disclose the information until the disclosing party has first (i) received prompt written notice of such request or requirements to disclose and (ii) had an adequate opportunity to seek a protective order or other reliable assurance that confidential treatment shall be accorded to the information. The receiving party shall not oppose actions by the disclosing party to assure such confidential treatment.

C. No publications or advisements concerning the subject matter of the Agreement, the parties' names and/or logos, or photographs of the parties' property and materials or portions thereof shall at any time be made by or on behalf of the other party, its subcontractors, or suppliers, unless prior written authorization therefore is obtained.

D. Notwithstanding anything herein to the contrary, except as reasonably necessary to comply with applicable securities laws, each party to this Agreement (and each employee, representative, or other agent of such party) may (i) consult any tax advisor regarding the U.S. federal income tax treatment or tax structure of a possible transaction, and (ii) disclose to any and all persons, without limitation of any kind, the U.S. federal income tax

treatment and tax structure of any such possible transaction and all materials of any kind (including opinions or other tax analyses) that are provided to the taxpayer relating to such tax treatment and tax structure; provided that clause (ii) shall not apply until the earliest of (x) the date of the public announcement of discussions relating to a possible transaction, (y) the date of the public announcement of a possible transaction or (z) the date of the execution of an agreement, with or without conditions, to enter into a possible transaction. For this purpose, "tax structure" is limited to any facts relevant to the U.S. federal income tax treatment of the transaction and does not include information relating to the identity of the parties.

#### 24. LAWS, REGULATIONS AND PERMITS

Seller shall keep itself fully informed of and shall observe and comply with all federal, state and local laws, ordinances, codes and regulations including, but not limited to environmental and pollution control laws; orders and decrees of bodies or tribunals having any jurisdiction or authority over the Materials; and any rules or regulations of Company relating to health, safety or performance of the Agreement which in any manner affect those engaged or employed on any work, the Materials used in any work, or the performance of the Agreement. If any discrepancy or inconsistency should be discovered between the Agreement and any such law, ordinance, code, regulation, order or decree, Seller shall immediately report the same in writing to Buyer. Seller shall be responsible for the compliance by its subcontractors and suppliers of all tiers with the above provisions and shall be liable for all fines levied in violation of any laws, ordinances, codes and/or regulations. Notwithstanding anything herein to the contrary, Seller shall incur no obligation or liability to the extent non-compliance is due to Company's use or misuse of the Materials.

#### 25. FEDERAL CONTRACTING REQUIREMENTS

As a federal Contractor, Company requires that Seller agree to be bound by and comply with the following clauses which are incorporated by reference herein and have the same force and effect as if set forth in full text:



A. The following Federal Acquisition Regulation ("FAR") and Code of Federal Regulations ("CFR") clauses, as amended, are incorporated by reference in these terms and conditions unless Seller is exempt thereunder: Equal Opportunity, FAR 52.222-26 (applies to all orders); Prohibition on Segregated Facilities, FAR 52.222-21 (applies to all orders); Affirmative Action for Workers with Disabilities-FAR 52.222-36 (applies to orders of \$10,000 or more); Anti-Kickback Procedures, FAR 52.203-7 (applies to all orders over \$100,000); Notice of Employee Rights Concerning Payment of Union Dues and Fees, 29 CFR Part 470 (applies to all orders over \$100,000); Affirmative Action for Special Disabled and Vietnam Era Veterans-FAR 52.222-35 (applies to orders of \$25,000 or more); and Employment Reports on Disabled Veterans and Veterans of the Vietnam Era-FAR 52.222-37 (applies to orders of \$25,000 or more). The terms "Contractor," "Government," and "Contracting Officer" as used in the FAR clauses shall be deemed to refer to "Seller," "Company" and "Contract Administrator."

B. Except to the extent that this Agreement is exempt from any of the requirements set out below, Seller agrees to be bound by and comply with the clauses set forth at 48 CFR 52.219-8 (Utilization of Small Business Concerns) (only if this Agreement exceeds \$100,000) and 48 CFR 52.219-9 (Small Business Subcontracting Plan) (only if this Agreement exceeds \$500,000 and if Company requests submission of a Small Business Subcontracting Plan).

## **26. NETWORK SECURITY/VIRUS PROTECTION**

A. If Company's access to Seller's system or Seller's access to Company's system requires a network connection between Company's wide area network (WAN) and Seller's WAN, Seller and Company shall take reasonable and customary precautions to prevent unauthorized access to or use of the Network Connection through their respective networks. The parties agree, however, that each party is responsible for the security of its own network. Neither party shall be liable to the other for unauthorized access to the network connection, so long as such party shall have taken reasonable and customary precautions to prevent such unauthorized access.

B. Neither Company or Seller shall knowingly engage in creating or transmitting computer virus software or other programs which could contaminate or otherwise cause the malfunction of any system (i.e., viruses, trojan horses, trap doors, worms, etc.). When providing electronic materials (any electronic media method, including but not limited to diskette or CD-ROMs) to Company or Seller under this Agreement, both parties agree to exercise the same standard of care that it uses to safeguard against the transfer of known computer viruses or other system errors which could contaminate or otherwise cause the malfunction of its own computer system.

## **27. ELECTRONIC MEDIA TOOL VIRUS PROTECTION**

A. Any electronic media tool, including, but not limited to, diskettes, CD-Roms, laptops, or any other form of software or hardware provided or used by Seller, shall be free from any virus, or any other system error that may contaminate or otherwise cause harm to Company's computer environment. Seller warrants that any software, and related documentation in electronic form, shall not contain, or result in the creation or insertion of, any disabling device (i.e., any virus, timer, clock, counter, time lock, time bomb, or other limiting design, instruction, or routine) that would erase data or programming, cause any resource to become inoperable or otherwise incapable of being used in the full manner for which such resource was intended to be used, or cause any software or documentation, any portion thereof, or any other programs, hardware, equipment, or data to become inoperable or otherwise become incapable of being used in the full manner for which it was designed, intended, and created.

B. Seller further warrants that any software and related documentation in electronic form, shall not contain any computer code that would: (i) disable the software or impair its use or operation in any way based on the elapsing of a period of time, the exceeding of an authorized number of copies, users, or other relevant metric, or the advancement to a particular date or other numeral (referred to as "time bombs", "time locks", or "drop dead" devices); (ii) permit Seller or any third party to remotely, and without Company's knowledge or approval, access the software through a device such as those referred to as a "trap," "access code," or "trap door"; or



(iii) permit Seller or any third party to track, monitor, or otherwise report on the use or operation of such software.

C. If such virus or other contaminant is brought into Company's computer environment, by or through Seller, Seller shall reimburse Company for all labor and materials costs incurred by Company to identify, contain and correct the effects of such virus. The hourly rate paid by Seller for the identification, containment and correction of the effects of such virus shall be at the prevailing hourly rate incurred by Company.

## **28. RECORDS AND AUDITS**

Company or its authorized representative shall, upon reasonable prior notice, be provided reasonable access to Seller's records related to this Agreement for audit and legal compliance purposes for a period of three (3) years after completion of the Agreement. Copies of any material shall be made for Company at its reasonable request and any reasonable cost of reproduction shall be borne by Company.

## **29. NONWAIVER**

None of the provisions of the Agreement shall be considered waived by either party unless such waiver is given in writing by the other party. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms, provisions, conditions or covenants of the Agreement unless expressly set forth in such waiver.

## **30. NOTICES**

Notices and other written communications are to be made in writing to the address stated in the Agreement. Such notices and other written communications must reference the Purchase Order appearing in the Agreement.

## **31. SAVING CLAUSE - INDEPENDENT TERMS**

Each term and condition of this Agreement is deemed to have an independent effect and the

invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.

## **32. ASSIGNMENT**

No assignment of this Agreement or any of its rights or obligations hereunder shall be made by Seller without first obtaining the written consent of Company. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

## **33. GOVERNING LAW AND JURISDICTION**

The Agreement, and the rights, obligations and liabilities of the parties hereto shall be construed in accordance with the law of the State of Missouri, without regard to its conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent subject matter jurisdiction located in the State of Missouri and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

## **34. SURVIVAL**

All of the terms of this Agreement which by their nature extend beyond (a) the termination or cancellation of this Agreement or (b) the completion of the delivery of Materials shall survive and remain in full force and effect and apply to respective successors and assigns.

## **35. RESERVED**

## **36. CONSTRUCTION OF TERMS**

The terms of this Agreement have been arrived at after mutual negotiation and the parties agree that its terms shall not be construed against any party by reason of the fact that this Agreement was prepared by one of the parties.



Exhibit B

### Security Funding Acknowledgement Form

By my signature below, I accept, understand, and acknowledge that I was consulted in the preparation of this Memorandum of Understanding (MOU), have reviewed the MOU, and agree to my role in the request. I further acknowledge, on behalf of my office, that the County Commissioners of Kent County has the ability and desire to accommodate the security enhancements requested within the MOU, including, but not limited to, appropriate staffing and/or space.

Administrative Judge:

SIGNATURE

DATE

LAST NAME

FIRST NAME

M.I.

If the MOU includes work in an area of responsibility of the Clerk of Court, the Clerk is required to sign below. If the Clerk does not need to sign, please write N/A below and provide a written explanation as a separate document.

Clerk of Court:

SIGNATURE

DATE

LAST NAME

FIRST NAME

M.I.

If the MOU includes building modifications or personnel changes and/ or modifications, the county is required to acknowledge the following:

The authorized party has reviewed the MOU and authorizes the associated modifications and/or resource requirements.

County Authorized Official:

SIGNATURE

TITLE

LAST NAME

FIRST NAME

M.I.

DATE



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**Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement**  
**2/27/2024**  
**County Commissioners Meeting**

**Item Summary:**

License Updates

**ATTACHMENTS:**

**Description**

02.27.24 KATE License Updates, Waterbased, Inc. DBA Bay Wolf Restaurant Closeout, Cafe Sado  
Assessed Fine

01.30.24 4762 Bay Wolf Restaurant, License Surrendered



## Kent Alcohol and Tobacco Enforcement

**To:** Commissioners Fithian, Nickerson, and Price  
**From:** Bonnie S. Pearsall, Inspector, and Sondra M. Blackiston, Clerk/KATE Manager  
**Date:** February 27, 2024  
**Subject:** License Updates: Waterbased, Inc. D/B/A Bay Wolf Restaurant and Café Sado

### Memorandum

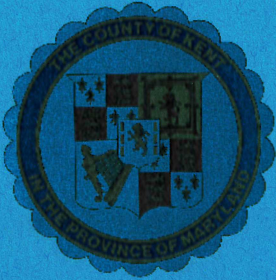
#### License Updates:

A closeout inspection of Bay Wolf Restaurant was completed on January 30, 2024. No alcohol was found on the premises; a bulk transfer permit is not applicable. License No. 4762 a Class B Beer, Wine, Liquor, with EXPR (Extended Privilege) License was surrendered. The license holder voluntarily surrendered the license before its expiration date.

On February 1, 2024 Inspector Pearsall completed an inspection at Café Sado (License No. 4661), located at 870 High Street, Chestertown, MD 21620. During her inspection, Inspector Pearsall found that there was no one on the premises that was certified by an approved alcohol awareness program (TIPS, Training for Intervention Procedures certification). Due to a previous written warning given on August 1, 2023, they were issued a \$100.00 fine for this violation. The fine was paid in full on February 13, 2024.

These transactions will be recorded in the monthly report of retail license activity required by the Comptroller of Maryland, Field Enforcement Division.





STATE OF MARYLAND  
ALCOHOLIC BEVERAGE LICENSE  
BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY

No 4762

*Surrendered*  
County Commissioners

Office

Date

*01/30/24*

CLASS C

CLASS A

Beer, Wine, Liquor \_\_\_\_\_  
Beer and Wine \_\_\_\_\_  
Beer \_\_\_\_\_  
Wine \_\_\_\_\_  
Extended Privilege (EXPR) \_\_\_\_\_  
BWLT-Tasting  
Beer, Wine, Liquor \_\_\_\_\_  
Beer and Wine \_\_\_\_\_  
Beer \_\_\_\_\_  
Wine \_\_\_\_\_

CLASS B

Beer, Wine, Liquor X \_\_\_\_\_  
Beer and Wine \_\_\_\_\_  
Beer \_\_\_\_\_  
Bed and Breakfast (BWL) \_\_\_\_\_  
Country Inn (BWL) \_\_\_\_\_  
Brewery (B) \_\_\_\_\_  
Wine Shop and Lounge (W) \_\_\_\_\_  
Caterer's Privilege (CP) \_\_\_\_\_  
Corkage Privilege (CKP) \_\_\_\_\_  
Extended Privilege (EXPR) X \_\_\_\_\_

Beer, Wine, Liquor \_\_\_\_\_  
Corkage Privilege (CKP) \_\_\_\_\_

CLASS D

Beer, Wine, Liquor \_\_\_\_\_  
Beer \_\_\_\_\_  
Brewery (B) \_\_\_\_\_  
Extended Privilege (EXPR) \_\_\_\_\_

THEATER VENUE

Beer, Wine, Liquor \_\_\_\_\_

\*\*\*\*\*  
This is to certify that:

Larry Vincent Sunkler, President  
Hildegard Erna Sunkler, Secretary/Treasurer

Corporate name:

Water Based, Inc.

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

T/A: Bay Wolf Restaurant  
Located: 21270 Rock Hall Avenue  
Rock Hall, MD 21661

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

This license continues in force, unless revoked or suspended, until the last day of the month, **April 2024**

Cost of license: \$2,000.00 Issued the 19th day of April, 20 23 Registration No. 07300701

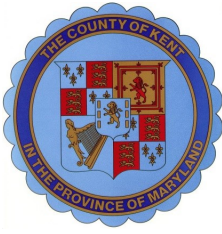
*Patricia Menick*

Kent County Chief Finance Officer

Revised 11/21

A license holder shall frame the license under glass and display the license conspicuously in the licensed premises.





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## **Procedures For Public Comment 2/27/2024 County Commissioners Meeting**

### **ATTACHMENTS:**

#### **Description**

02.27.24 Public Comments Sign In Sheet

Press and Public Comments

**PUBLIC COMMENTS  
SIGN IN SHEET  
February 27, 2024**

NAME (please print)	ADDRESS	TOPIC

### Press and Public Comments

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

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

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

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

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





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**McKayla Grasham, Project Scientists II, Trileaf Environmental  
Architecture Engineering  
2/27/2024  
County Commissioners Meeting**

**Item Summary:**

Notification Letter

**ATTACHMENTS:**

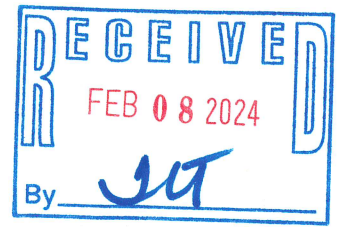
**Description**

02.08.24 McKayla Grasham, Project Scientists II, Trileaf Environmental Architecture Engineering  
Notification

02.20.24 Section 106 New Filing Submitted - Trileaf Corporation



8600 LaSalle Road, Suite 301, Towson, Maryland 21286 - 410.853.7128 - [www.trileaf.com](http://www.trileaf.com)



February 8, 2024

**Kent County Historic Preservation Commission**

400 High Street

Chestertown, MD 21620

Phone: 410-778-7423

Email: [kentcounty@kentgov.org](mailto:kentcounty@kentgov.org)

RE: **Cellco Partnership and its controlled affiliates doing business as Verizon Wireless (Verizon Wireless) – Rock Hall / 17256273 / Trileaf Project # 739571**

5768 Liberty Street, Rock Hall, MD 21661

Kent County, Rock Hall Quadrangle (USGS)

Latitude: 39° 08' 13.00" N, Longitude: 76° 14' 11.72" W

To whom it may concern:

Trileaf Corporation is in the process of completing a Section 106 Review at the referenced property. Our client proposes to install new antennas at an overall height of 13 feet on an existing 10-foot equipment shelter associated with an adjacent 143-foot water tank with existing antennas. No ground disturbance is proposed. The antenna will be licensed by the Federal Communications Commission (FCC).

Our investigation includes determining if the site is contained in, on or within the viewshed of a building, site, district, structure or object, significant in American history, architecture, archaeology, engineering or culture, that is listed, or eligible for listing on the State or National Registers of Historic Places or located in or on an Indian Religious Site.

Trileaf is requesting information regarding this tower's potential effect on Historic Properties. All information received will be forwarded to the State Historic Preservation Office (SHPO) as part of the Section 106 review process. *Additionally, this invitation to comment is separate from any local planning/zoning process that may apply to this project.*

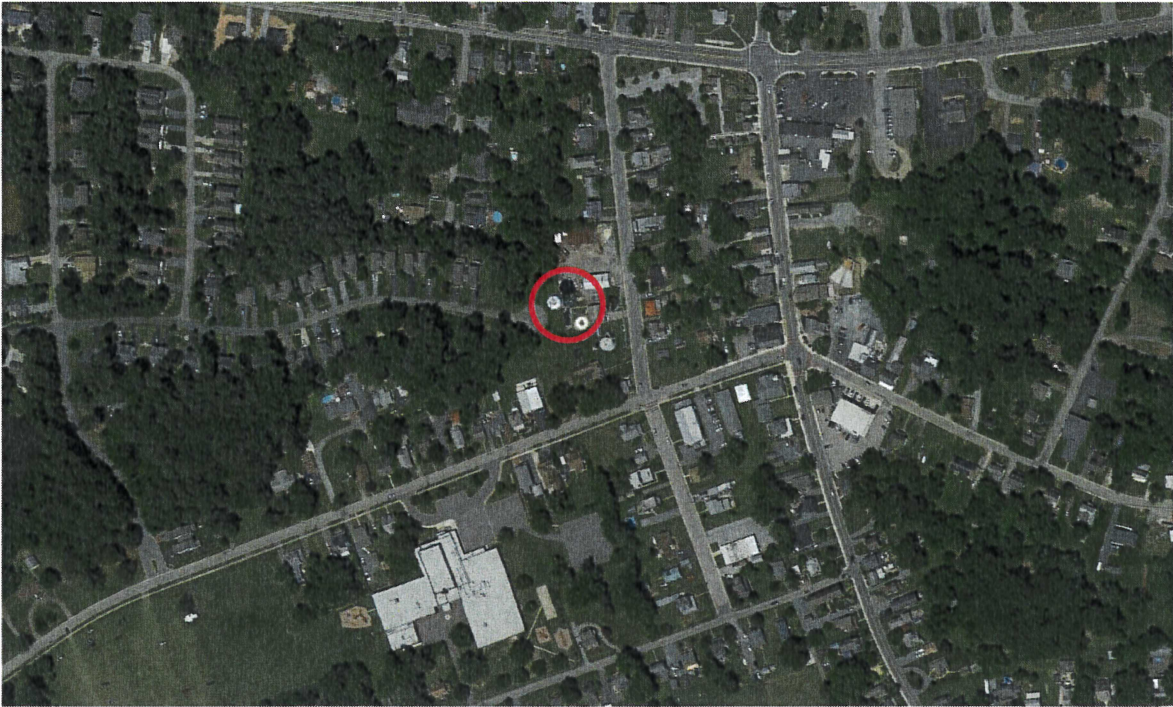
If you wish to comment or be considered a consulting party, please respond within thirty (30) days of the date of this letter. If a response is not received within thirty (30) days, it will be assumed that you have no objections to this undertaking. A site topography map and aerial photograph are enclosed for your reference.

Please call me at (410) 853-7128 or email [m.grasham@trileaf.com](mailto:m.grasham@trileaf.com) if you need additional information or have any questions. Thank you for your assistance in this regard.

Sincerely,

McKayla Grasham  
Project Scientist II





Site Location & Surrounding Properties



Site Location

### Aerial Photographs (2023)

Verizon Wireless – Rock Hall  
 5768 Liberty Street  
 Rock Hall, MD 21661





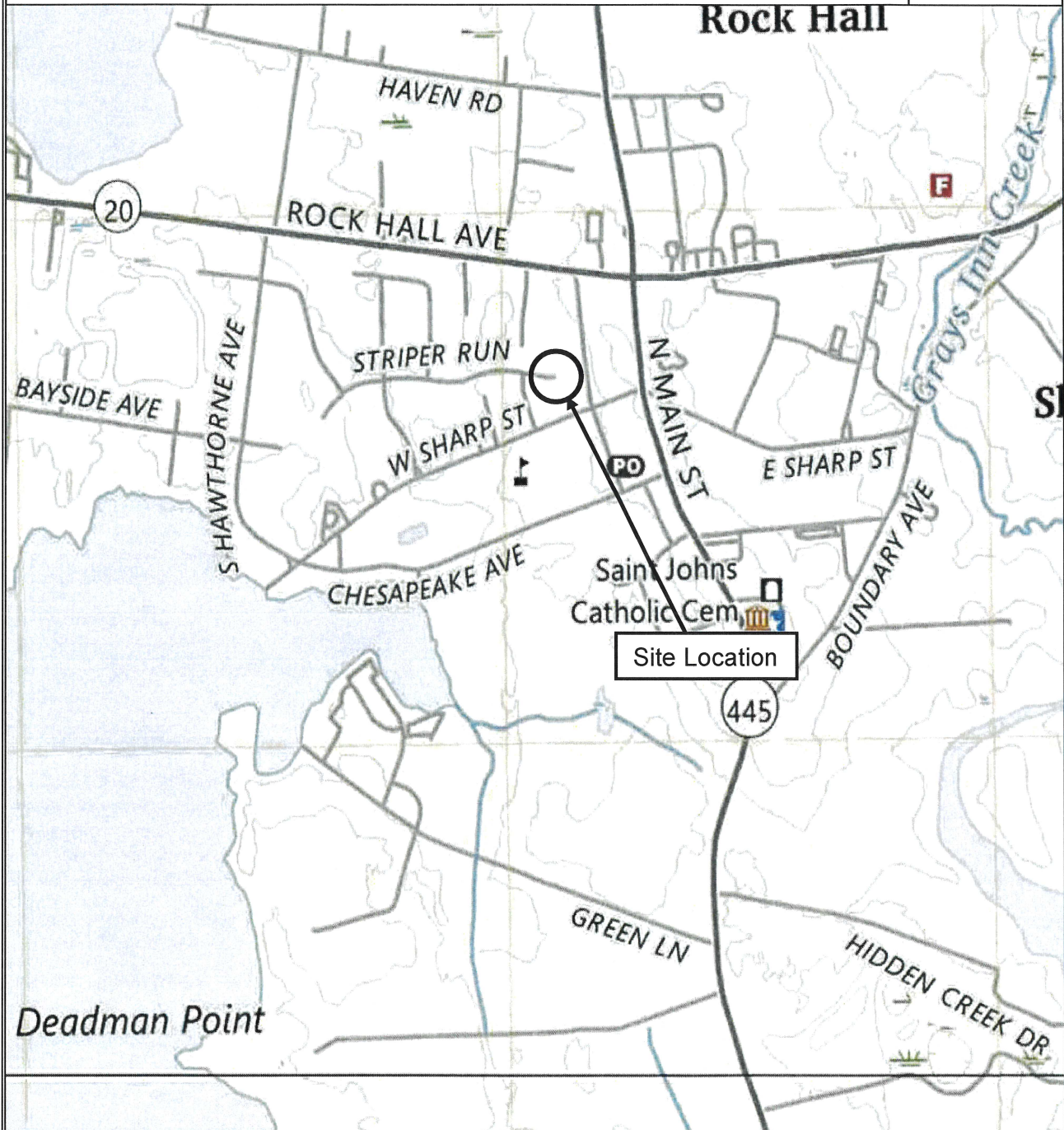
# Rock Hall Quadrangle, Maryland (2023)

Contour Interval = 5 Feet

Latitude: 39° 08' 13.00" N, Longitude: 76° 14' 11.72" W



North



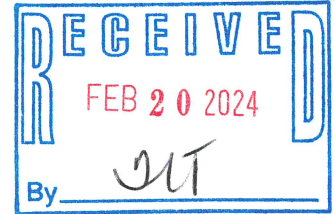
## Site Vicinity Map

Verizon Wireless – Rock Hall  
5768 Liberty Street  
Rock Hall, MD 21661

 **TRILEAF**  
environmental architecture engineering

**Tonya Thomas**

**From:** towernotifyinfo@fcc.gov  
**Sent:** Tuesday, February 20, 2024 11:16 AM  
**To:** Kent County Commissioners  
**Subject:** Section 106 New Filing Submitted- Email ID #9401695



Some people who received this message don't often get email from towernotifyinfo@fcc.gov. [Learn why this is important](#)

**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

The following new Section 106 filing has been submitted:

File Number: 0010929044  
TCNS Number: 276017  
Purpose: Collocation Submission Packet  
Has the Communications Tower or Non-Tower Structure been the subject of SHPO/THPO review? No  
Notification Date: 7AM EST 02/21/2024

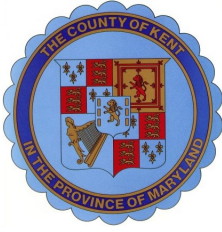
Applicant: Verizon Wireless  
Consultant: Trileaf Corporation  
Positive Train Control Filing Subject to Expedited Treatment Under Program Comment: No  
Site Name: Rock Hall  
Site Address: 5768 Liberty Street  
Detailed Description of Project: Our client proposes to install new antennas at an overall height of 13 feet on an existing 10-foot equipment shelter associated with an adjacent 143-foot water tank with existing antennas. No ground disturbance is proposed.  
Site Coordinates: 39-8-13.0 N, 76-14-11.7 W  
City: Rock Hall  
County: KENT  
State:MD  
Lead SHPO/THPO: Maryland Historical Trust

Consultant Contact Information:  
Name: Trileaf Corporation  
Title: Senior Historian/Architectural Historian  
PO Box:  
Address: 8600 LaSalle Rd  
City: Towson  
State: MD  
Zip: 21286  
Phone: 410-853-7128  
Fax:  
Email: m.grasham@trileaf.com

**NOTICE OF FRAUDULENT USE OF SYSTEM, ABUSE OF PASSWORD AND RELATED MISUSE**

Use of the Section 106 system is intended to facilitate consultation under Section 106 of the National Historic Preservation Act and may contain information that is confidential, privileged or otherwise protected from disclosure

under applicable laws. Any person having access to Section 106 information shall use it only for its intended purpose. Appropriate action will be taken with respect to any misuse of the system.



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**Bill Mackey, Director, Planning, Housing, and Zoning**  
**2/27/2024**  
**County Commissioners Meeting**

**Item Summary:**

On November 28, 2023, the Board of County Commissioners held a public hearing on the application for growth allocation for the Wharf at Handy's Point. Per Article III, Section 1.5 of Kent County's Growth Allocation Policy, the County Commissioners must render a decision within 90 days of the hearing.

In this case, the applicant has been in ongoing negotiations with the Maryland Critical Area Commission on required mitigation related to the growth allocation application. The applicant plans to submit revised findings for review by staff and presentation to the County Commissioners.

Provisions such as Article III, Section 1.5, are generally adopted to protect applicants from delays. In this case, rendering a decision without findings would require rejection of the proposal and would not serve the interests of the applicant or the County.

DPHZ staff will continue to work with the applicant to schedule an item before the County Commissioners for approval, when findings acceptable to the Maryland Critical Area Commission and all items required by COMAR from the County related to an application for growth allocation are ready for review.

**ATTACHMENTS:**

**Description**

Letter from MacLeod Law Group LLC 2024-02-23

Public Hearing Minutes from November 28, 2023





Lance M. Young  
lyoung@mlg-lawyers.com

February 23, 2024

County Commissioners of Kent County  
c/o William A. Mackey, AICP  
Director of Planning, Housing and Zoning  
400 High St.  
Chestertown, MD 21620

Re: The Wharf at Handy's Point

Commissioners:

This is a follow up letter to you pertaining to the pending growth allocation application for The Wharf at Handy's Point (The Wharf).

The Kent County Growth Allocation Policy states that "The County Commissioners shall render its decision within ninety (90) days of the hearing." The Commissioners held a hearing on the Growth Allocation on November 28, 2023. The Commissioners deferred voting on adoption of a resolution to approve the Wharf's growth allocation until discussions could be had with the Critical Area Commission to implement a mitigation plan for the growth allocation that may be granted within the required 300' buffer.

The Wharf has been in numerous discussions with the Critical Area Commission regarding mitigation. Therefore, it has not been possible to submit a final proposed application (with mitigation) to the Commissioners for consideration prior to the expiration of 90 days. We are finalizing a mitigation strategy and request that we appear before the Commissioners again during its March 12 meeting for final approval of the growth allocation application for submittal to the Critical Area Commission.

Best regards,

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Lance M. Young

November 28, 2023

## **PUBLIC HEARING**

County Commissioners Ronald H. Fithian, Albert Nickerson, and John F. Price were in attendance as well as Shelley L. Heller, County Administrator, Thomas N. Yeager, County Attorney, and Bill Mackey, Director, Planning, Housing, and Zoning.

Thomas N. Yeager, County Attorney, stated the public notice was duly advertised and read it into the record. The procedures for testifying were also read and the rules for a public hearing were in effect. Mr. Yeager recommended the Board modify the public comment procedures considering the complexity of the process to apply for a growth allocation. Mr. Yeager also offered an explanatory statement about recent changes in the Critical Area Commission's (CAC) approval process whereby two rounds of growth allocations are no longer needed.

### **RESOLUTION 2023-22 GROWTH ALLOCATION- WHARF AT HANDY'S POINT:**

The Board unanimously agreed to open the public hearing. The public hearing commenced at 10:08 a.m. in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, MD pursuant to the Authority in the Maryland Annotated Code, Natural Resources Article § 8-1808, ET Seq.; The Kent County Growth Allocation Policy adopted on August 18, 2020; and the Kent County Land Use Ordinance, Article III, Section 1 to grant the growth allocation, subject to certain restrictions, conditions, and/or limitations as noted in the natural resources article, for the reclassification of 25.679± acres of Critical Area lands from Resource Conservation Area (RCA) to Intensely Developed Area (IDA), being that portion of the property identified as Parcel 102 on Kent County Tax Map 19, and further described in a deed recorded among the land records for Kent County, Maryland in Liber E.H.P. No. 265, Folio 206 ( The "Property"), which is currently not designated as IDA. The Property, which is located in the Sixth Election District and is zoned Resource Conservation District ("RCD"), is owned by the Wharf at Handy's Point.

The public hearing advertisement stated the applicant was requesting 52 acres of allocation for the approximately 26 acres currently designated as Resource Conservation Area to be re-designated as Intensely Developed Area, which requires two rounds of growth allocations, in conjunction with a ministerial correction to indicate Marine zoning, as adopted in 2002, for a portion of Map 19, Parcel 102, which is located in the Third Election District and zoned "RCD" Resource Conservation District (DPHZ File #23-57). After being advertised it was found that the applicant only needed to request allocations for the actual 25.679± acres and was stated as such upon its introduction during the Commissioners November 14<sup>th</sup> meeting.

Mr. Yeager explained the growth allocation application was initiated by the Board's directive to correct a ministerial (mapping) error. Bill Mackey, Director, Planning, Housing, and Zoning (PHZ) summarized the intent of Resolution 2023-22 and explained the process thus far. Mr. Mackey stated that a growth allocation receives a higher level of scrutiny and the applicant's

counsel and team have been working with PHZ staff and the CAC representatives to address matters of substance. Staff recommended the Board continue with the hearing but wait on the resolution or findings until the CAC and applicant have completed a final review and a new set of suggested findings is submitted by the applicant.

Correspondence dated November 2, 2023, from Joe Hickman, Chair, Kent County Planning Commission stated the Planning Commission reviewed the proposed applicant-initiated Growth Allocation application and made a favorable recommendation to the Kent County Commissioners. The letter was submitted for reference.

Lance M. Young, Esquire, MacLeod Law Group, LLC; Chris Maier, Property Manager and George Harms, Owner, of The Wharf at Handy’s Point; and Buck Nickerson, Surveyor, Extreme Measures Land Surveying; were also present to answer questions from the Board and the audience. Mr. Young explained the planned improvements to the property.

### **PUBLIC COMMENTS**

Citizens were invited to sign the testimony log and offer comments on the Growth Allocation application. No comments were offered by the public. Mr. Yeager stated the site plan and all materials submitted for consideration during the public hearing were accepted into the record.

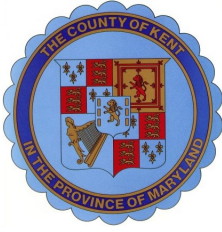
At 10:23 a.m., on a motion by Commissioner Price and seconded by Commissioner Nickerson, the Commissioners unanimously agreed to close the public hearing for proposed Resolution 2023-22, Growth Allocation Wharf at Handy’s Point. Voting will be deferred until the Critical Area Commission responds regarding the Growth Allocation application. Carla Gerber, Deputy Director, PHZ offered information concerning the review process and next steps. Further discussion ensued.

Respectfully submitted,

Sondra M. Blackiston  
Clerk/ KATE Manager

Approved:

Ronald H. Fithian, President  
The County Commissioners  
of Kent County, Maryland



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## **American Rescue Plan Act (ARPA) Funds Spend Plan 2/27/2024 County Commissioners Meeting**

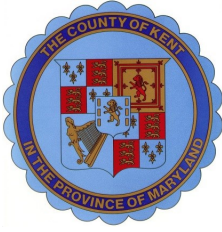
### **ATTACHMENTS:**

#### **Description**

2-13-2024 ARPA Funds Commissioner's Report

**AMERICAN RESCUE PLAN ACT FUND**  
**AS OF COMMISSIONER MEETING MINUTES DATED**  
**2/13/2024**

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 2/27/2024 County Commissioners Meeting**

### **ATTACHMENTS:**

#### **Description**

2-13-2024 Commissioner Report Contingency

**FY24 CONTINGENCY & USE OF FUND BALANCE  
AS OF COMMISSIONERS MEETING MINUTES DATED  
February 13, 2024**

[illegible]





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**Thomas N. Yeager, County Attorney**  
**2/27/2024**  
**County Commissioners Meeting**

**Item Summary:**

Personnel, Legal Advice, and Potential Litigation

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305 (b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; (7) To consult with counsel to obtain legal advice; and (8) to consult with staff, consultants, or other individuals about pending or potential litigation.

**ATTACHMENTS:**

Description



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**Jim Miller, Director, Human Resource Department**  
**2/27/2024**  
**County Commissioners Meeting**

**Item Summary:**

Personnel

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



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**Shelley L. Heller, County Administrator, and Thomas N. Yeager, County  
Attorney  
2/27/2024  
County Commissioners Meeting**

**Item Summary:**

Legal Advice and Potential Litigation

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305 (b) (7) To consult with counsel to obtain legal advice; and (8) to consult with staff, consultants, or other individuals about pending or potential litigation.

**ATTACHMENTS:**

Description