

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

January 9, 2025

1:00 PM Call to Order/Pledge of Allegiance/Moment of Silence

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

Public Notices

Code Home Rule 10-2024 Construction Trades Board

Public Hearing Notice

Alcoholic Beverage License Public Hearing Notice

Rock Hall Brewing Company, LLC DBA Rock Hall Brewing Company

Consent Items

#1 - Regular Session Minutes, December 17, 2024

#2 - Liquor Minutes, December 17, 2024

#3 - Closed Session Minutes, December 17, 2024

#4 - C. Henry Price II American Legion Post 246, Raffle Only, January 10 - December 12, 2025

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

Request to Release Letter of Credit No. 166, Landscaping-Chester River Yacht and Country Club Parking Lot Expansion Project

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

Request to Release Letter of Credit No. 714, Landscaping-Prestwick-Kent

#7 - Jill Coleman, Director, Parks and Recreation; Carrie Klein, Deputy Director, Public Works

Renaming Ball Fields at Worton Park

#8 - Dan Mattson, Director, Public Works

American Rescue Plan Act Funds: Worton Wastewater Plant Dewatering Equipment - Change Order No.1

#9 - Thomas N. Yeager, County Attorney

Certificate of Satisfaction

Administrative Hearing

Thomas N. Yeager, County Attorney, and Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement

Coleman's Tavern

Carolyn M. Jones, President/Treasurer

Judy C. Dashiell, Vice President/Secretary

Brandee J. Vaughan, Member

County Attorney

Thomas N. Yeager, County Attorney

Public Hearing Protocols

Public Hearing

POSTPONED - Bill Mackey, Director, Planning, Housing, and Zoning

POSTPONED - Second Reading Code Home Rule 9-2024 Fox Hunting Club, Dog Kennel

Bill Mackey, Director, Planning, Housing, and Zoning

Public Hearing and consideration of an Amended Resolution granting growth allocation to one additional area that was re-designated on the Comprehensive Rezoning Update's new Zoning Map with a new Critical Area designation that comprises 3.139 acres of new Marine (M) zoned area.

Department Requests/Updates

Roland Sheppard, Acting Director of Operations, and Steve Wallace, Captain, Kent County Detention Center

University of Maryland Medical Center Agreement

Jamie Williams, Director, Economic and Tourism Development

Avail Enclosure Systems Manufacturing Expansion Project

Human Resources Director

Jim Miller, Director, Human Resources

Senior Staff Employment Contract

Jim Miller, Director, Human Resources

Kent Family Center, Child Development Teacher (Part Time) Vacancy

County Administrator

Citizen Request

In Kind Response Letter

Robert Bell, Executive Director, Kent County Public Library

Library Board of Trustees

Martin Luther King, Jr. Proclamation

Reverend Dr. Martin Luther King, Jr. Remembrance Day, January 20, 2025

County Administrator Report

Ashley Albia, Treasury Accountant, Office of Finance

Estimated Expenditures for Police Protection - Kent County Sheriff's Office

Municipal Letters

Invitations for Work Sessions

Letters or Documents for Signature

Agricultural Advisory Commission

Agricultural Preservation Advisory Board

Board of Appeals

Historic Preservation Commission

Planning Commission

Public Comment/Media Review

Procedures For Public Comment

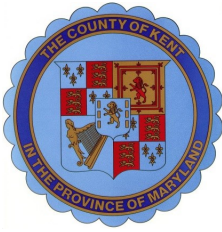
American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

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



**Code Home Rule 10-2024 Construction Trades Board
1/9/2025
County Commissioners Meeting**

Item Summary:

Public Hearing Notice

ATTACHMENTS:

Description

CHR Bill No. 10-2024 Construction Trades Board - Signed

Code Home Rule Bill No. 10-2024 Kent County Construction Trades Board DRAFT LEGISLATION
(002)



The County Commissioners of Kent County

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

December 17, 2024
Legislative Session Day

Legislative Session Day
December 17, 2024

CODE HOME RULE BILL NO. 10-2024

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

AN ACT to amend the Public Local Laws of Kent County, Maryland, by revising Chapter 73, Building Construction; Chapter 192, Housing Standards; and Chapter 210, (Reserved), in order to create a new board in Kent County, Maryland, specifically, the Construction Trades Board, which will incorporate the existing Board of Electrical Examiners and its members, while adding additional members to represent other trades and industry sectors, and to provide membership for the Board of Building Appeals as may be needed, when an appeal is filed pursuant to the International Building Code.

A hearing will be held on February 4, 2025, at 6:00 p.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online 24 hours in advance of the meeting at 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 no later than noon on Friday, January 31, 2025.

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.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 1/16/25 & 1/23/25

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

December 17, 2024
Legislative Session Day

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THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

INTRODUCED, read first time, December 17, 2024, ordered posted and public hearing scheduled February 4, 2025, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on February 4, 2025. Reported favorably [with] [without] amendments; read a second time and ordered to be considered on February 18, 2025, a legislative session day.

BILL NO.10-2024

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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

A BILL ENTITLED CHR 10-2024 CONSTRUCTION TRADES BOARD

SECTION 1.

NOW, THEREFORE, BE IT ENACTED by the County Commissioners of Kent County, Maryland that Chapter 73 *Building Construction*, of the Code of Public Local Laws of Kent County, Maryland is hereby amended as follows:

PART II, GENERAL LEGISLATION

Chapter 73

BUILDING CONSTRUCTION

§ 73-1 Adoption of standards; conflicting provisions.

A. WITHIN 18 MONTHS OF THE OFFICIAL DATE OF ITS ADOPTION BY THE STATE OF MARYLAND, KENT COUNTY SHALL ENFORCE THE STATE-ADOPTED VERSIONS OF THE INTERNATIONAL CODE COUNCIL’S (ICC) International Building Code (2009 Edition) (the IBC) as may be modified by the STATE OF Maryland Department of Housing and Community Development, the ICC International Residential Code (2009 Edition) (the IRC) as may be modified by the STATE OF Maryland Department of Housing and Community Development, THE ICC INTERNATIONAL PLUMBING CODE AS MAY BE MODIFIED BY THE STATE OF MARYLAND, THE ICC INTERNATIONAL MECHANICAL CODE AS MAY BE MODIFIED BY THE STATE OF MARYLAND, and the International Energy Conservation Code (2009 Edition) (the IECC) as may be modified by the STATE OF Maryland Department of Housing and Community Development, NFPA 1: FIRE CODE AS MAY BE MODIFIED BY THE STATE OF MARYLAND, NFPA 70: NATIONAL ELECTRIC CODE AS MAY BE MODIFIED BY THE STATE OF MARYLAND, NFPA 855: STANDARD FOR THE INSTALLATION OF STATIONARY ENERGY STORAGE SYSTEMS AS MAY BE MODIFIED BY THE STATE OF MARYLAND, NFPA 101 LIFE SAFETY CODE AS MAY BE MODIFIED BY THE STATE OF MARYLAND, and as amended from time to time. THE AFOREMENTIONED CODES are hereby adopted and incorporated into the PUBLIC LOCAL Laws of Kent County as if fully set out herein, for the purpose of controlling all matters pertaining to the construction, alteration, addition, removal, demolition, use, location, occupancy, and maintenance of all structures, except as revised or amended herein.

~~B. The International Mechanical Code (2006 Edition), as may be modified by the Maryland Department of Housing and Community Development, and as amended from time to time, is hereby adopted and incorporated into the law of Kent County as if fully set out herein for the purpose of providing minimum requirements for safe mechanical systems in residential buildings and all other buildings wherein mechanical systems are installed.~~

€ B. In the event of any conflict between the provisions found in the ~~IBC, IRC, AFOREMENTIONED CODES~~ and the Kent County Land Use Ordinance, the **MORE RESTRICTIVE** provisions of the Kent

BILL NO. 10-2024

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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~~County Land Use Ordinance~~ shall apply.

§ 73-2 Continuation of existing use.

The legal use and occupancy of any structure existing on the date of adoption of this code ~~or for which it has been heretofore approved shall be continued without change, except as may be specifically covered in this code or as may be deemed necessary by the Building Code Administrator for the general safety and welfare of the occupants and the public~~ **SHALL BE DETERMINED BY THE PROVISIONS OF CHAPTER 222, UNIFIED DEVELOPMENT ORDINANCE.**

...

§ 73-5 Administrator.

The County Commissioners shall designate a **CONTRACTOR TO SERVE AS THE KENT COUNTY BUILDING OFFICIAL** / Building Code Administrator (hereinafter "Code Administrator"). In the event that a Building **OFFICIAL** / **BUILDING CODE** Administrator has not been appointed, the appointing authority shall designate a person or agency to be responsible for enforcing the provisions of the Building Codes.

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§ 73-8 Inspections.

A. After issuing a building permit, the Code Administrator shall conduct such inspections from time to time during and upon completion of the work for which the permit has been issued. A record of all such examinations and inspections and of all violations of this code shall be maintained by the Code Administrator (or his authorized agent) of its readiness for an inspection of the completed phases of construction as listed below:

- (1) Phase 1. Site review and footing/foundation excavation (in advance of foundation construction, e.g., concrete placement).
- (2) Phase 2. Foundation structure inspection prior to backfilling and framing, including parging, waterproofing and drain tile (where required).
- (3) Phase 3. ~~Completed structural framing. This inspection is not required for single family and duplex dwellings.~~
- (4) Phase 4. Framing inspection at the completion of rough-in plumbing, electrical and heating, ventilating and air-conditioning (HVAC) work, prior to insulation and prior to interior finishes.
- (5) (4)Phase 5 4. Insulation inspection.
- (6) (5). Phase 6 5. Final inspection of the finished building, including compliance with handicap code

BILL NO. 10-2024

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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requirements per ~~Section 512.1 of the BOCA National Building Code~~, **THE APPROPRIATE AFOREMENTIONED ICC ADOPTED CODES**, grading and required erosion control measures and the determination that the building is ready for use, safe and substantially complete.

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§ 73-9.1 Automatic residential fire sprinkler systems in one- and two-family dwellings.

Single-family and two-family dwellings must have an automatic residential fire sprinkler system installed as required by the State of Maryland. Such systems must be designed and installed by a licensed sprinkler contractor with a current license issued by the State of Maryland. Mobile homes that comply with HUD standards and are appropriately documented are not required to have a residential fire sprinkler system.

~~Chapter 3, Section R313.2, of the International Residential Code, which requires automatic fire sprinkler systems in one- and two-family dwellings, is hereby deleted, and new Chapter 3, Section R313.2, provisions are inserted as follows:~~

R 313.2 ~~One- and two-family dwelling automatic fire systems. Effective January 1, 2011,~~ **An automatic residential fire sprinkler system shall be offered as an option to be installed in all newly constructed one- and two-family dwellings built solely for the owner's own occupancy under the following provisions:**

(a) ~~Option to buyer. A seller of a newly constructed one- or two-family dwelling shall offer the initial buyer or owner an option to install a residential automatic fire sprinkler system.~~

(b) ~~Disclosure of information. The real estate sales contract for the construction or sale of a new one- or two-family dwelling shall disclose the estimated cost of installing a residential automatic sprinkler system and the anticipated estimate to maintain such system. The buyer shall acknowledge receipt of the sprinkler option notification regarding the installation of a residential sprinkler system and shall indicate whether the buyer intends to exercise the option to install a residential sprinkler system to improve the life and safety of the occupants and to reduce property damage from fire.~~

(c) ~~Every home constructed as a spec house, rental or part of a marketing campaign to sell one- or two-family dwellings shall contain a residential automatic sprinkler system.~~

(d) ~~Before issuing a building permit, the Department of Planning, Housing and Zoning shall require the applicant to submit a signed and notarized sprinkler option notification indicating compliance with the provisions of this section.~~

(e) ~~The Department of Planning, Housing and Zoning shall withhold the issuance of a building permit for the construction of a new one- or two-family dwelling that does not meet the provisions of this section in regard to notification to the buyer and submission of all necessary documentation.~~

(f) **Exceptions:**

1. ~~An automatic residential fire sprinkler system shall not be required for additions or alterations to one- or two-family dwellings that are not already provided with an automatic sprinkler system.~~

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CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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~~2. Mandatory automatic sprinkler systems may be required for new one- or two-family dwellings constructed with the boundaries of the incorporated municipalities of Kent County.~~

...

§ 73-12 Board of Building Appeals; **REFERENCE TO CHAPTER 210; ADDITIONAL STANDARDS.**

A. Membership of Board. The Board of Building Appeals, hereinafter referred to as the "Board of Appeals," shall consist of ~~three (3) members appointed by the County Commissioners of Kent County, one (1) member to be appointed for three (3) years, one (1) member for two (2) years and one (1) member for one (1) year, and thereafter each new member shall be appointed for three (3) years or until his/her successor has been appointed.~~ **OF THE CONSTRUCTION TRADES BOARD** An alternate shall be appointed to serve in the absence of a regular member **AS SET FORTH IN CHAPTER 210 OF THE PUBLIC LOCAL LAWS OF KENT COUNTY, MARYLAND.**

B. Qualifications of Board members. At least one (1) **MEMBER** of the ~~three (3) members of the~~ **SEATED** Board of Appeals **DURING AN APPEAL HEARING** shall be a licensed architect or professional engineer, construction superintendent or general contractor with at least ten (10) years' experience.

C. Adjourned meeting. When three (3) members are not present to consider a specific appeal, the hearing shall be postponed if requested by either the appellant, the Code Administrator or their representative(s).

D. Action of the Board. The Board shall affirm, modify or reverse the decision of the Code Administrator by concurring vote of at least two (2) members of the Board.

E. Determining vote. Failure to secure a majority vote of the Board in support of the appellant shall be confirmation of the Code Administrator's decision.

F. Court review. An appeal to the Circuit Court for Kent County from a decision of the Board may be filed in the manner as set forth in **TITLE 7**, Chapter ~~1100~~ **200** of the Maryland Rules.

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§ 73-16 ~~Modifications to standards~~ **RESERVED.**

~~The present Chapter 192, Part 2, Electrical Standards, and Part 3, Plumbing Standards, shall apply for plumbing and electrical codes, permits and inspections requested. The inspections requested, when possible, should be coordinated by the Building Code Administrator.~~

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§ 73-18 Enforcement; violations and penalties.

A. WHEN VIOLATIONS OCCUR, THE BUILDING CODE ADMINISTRATOR MAY REFER SUCH VIOLATIONS TO THE KENT COUNTY CODE ENFORCEMENT OFFICE WITHIN THE

BILL NO. 10-2024

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DEPARTMENT OF PLANNING, HOUSING, AND ZONING SO THE OWNER CAN BE CITED.

If the notice of violation is not complied with in the time period stated in the notice of violation, the ~~Building Code Administrator~~ **CODE ENFORCEMENT OFFICE** shall request the County Attorney or any other designated attorney to institute the appropriate proceeding at law or to require the removal or termination of the unlawful use of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

B. It shall be the duty of the Administrator to enforce the provisions of this chapter and to refuse to ~~issue~~ **APPROVE** any permit which would violate the provisions of this chapter. It shall be the duty of all officers and employees of Kent County to assist the enforcing officer ~~by reporting to him any seeming violation of this chapter,~~ **AS MAY BE NECESSARY FOR THE ENFORCEMENT OF KENT COUNTY LAWS.**

C. The ~~Administrator~~ **CODE ENFORCEMENT OFFICE** is authorized and directed to institute any appropriate action to correct violations of this chapter.

D. Any person, firm, corporation or other legal entity violating any provision of this chapter or any amendment thereto, upon conviction, shall be fined not less than one hundred dollars (\$100.) nor more than five hundred dollars (\$500.) ~~or may be imprisoned for a period of not more than thirty (30) days, or may be subject to both fine and imprisonment, in the discretion of the court.~~ Each and every day during which such violation occurs or continues may be deemed a separate offense.

E. If a person is found by the District Court to have committed a civil violation, in addition to the penalties set forth above, ~~he~~ **SUCH PERSON** shall be liable for the cost of the proceedings in the District Court. All building permits shall be revocable subject to the continued compliance with all requirements and conditions of this and other applicable laws and regulations.

...

§ 73-20 EXEMPTION FOR SOLAR APP+ FROM ELECTRICAL CODE

PURSUANT TO MARYLAND 2024 HOUSE BILL 1265 “LOCAL GOVERNMENT – BUILDING PERMITS FOR RESIDENTIAL SOLAR ENERGY AND RESIDENTIAL ENERGY STORAGE SYSTEMS – REQUIRED PLATFORM AND INSPECTIONS,” ALL APPLICATIONS FOR SOLAR ROOFTOP INSTALLATIONS SUBJECT TO THE REQUIRED REVIEW BY THE WEB-BASED PLATFORM SOLAR APP+ ARE HEREBY EXEMPTED FROM THE REQUIREMENTS FOR COMPLIANCE WITH THE ELECTRICAL CODE IN ORDER TO MEET STATE REQUIREMENTS. SAID EXEMPTION IS LIMITED TO ONLY THOSE REQUIREMENTS WITHIN THE CURRENT ELECTRICAL CODE, WHICH ARE IN DIRECT CONFLICT WITH ADOPTED STATE LAW. ALL OTHER REQUIREMENTS ARE TO BE ENFORCED AND REQUIRED FOR FINAL INSPECTION.

§ 73-21 ADOPTION OF LOCAL DESIGN CRITERIA PER IRC TABLE R301.2.

REFER TO THE CHART BELOW FOR CLIMACTIC AND GEOGRAPHIC DESIGN CRITERIA.

BILL NO. 10-2024

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Climatic and Geographic Design Criteria													
Ground Snow Load	Wind Design				Seismic Design Category ^f	Subject to Damage From			Winter Design Temp ^g	Ice Barrier Underlayment Required ^h	Flood hazards ⁱ	Air Freezing Index ^j	Mean Annual Temp ^k
	Speed ^d (mph)	Topographic Effects ^a	Special Wind Region ^l	Wind-borne Debris Zone ^m		Weathering ⁿ	Frost Line Depth ^b (inches)	Termite ^e					
25	115	138	N/A	No	A	Severe	24	Moderate/heavy	17	No	11/5/2014	<1,500	54.4

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

- Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index, "negligible," "moderate" or "severe" for concrete as determined from Figure R301.2(3). The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.
- The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.
- The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
- The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(4)A]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.
- The outdoor design dry-bulb temperature shall be selected from the columns of 97 1/2% values for winter from Appendix D of the International Plumbing Code. Deviations from the Appendix D temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.
- The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
- The jurisdiction shall fill in this part of the table with (a) the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the Flood Insurance Study and (c) the panel numbers and dates of the currently effective FIRMs and FBFMs or other flood hazard map adopted by the authority having jurisdiction, as amended.
- In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."

SECTION 2.

BE IT FURTHER ENACTED by the County Commissioners of Kent County, Maryland, that Chapter 192 *Housing Standards*, of the Code of Public Local Laws of Kent County, Maryland is hereby amended as follows:

PART III, LAND USE LEGISLATION

Chapter 192

HOUSING STANDARDS

Part 2, Electrical Standards

Article III, Electricians

§ 192-32 Board of Electrical Examiners; **REFERENCE TO CHAPTER 210.**

THE BOARD OF ELECTRICAL EXAMINERS IS HEREBY RE-CONSTITUTED AS THE KENT COUNTY CONSTRUCTION TRADES BOARD, AS SET OUT IN CHAPTER 210 OF THE PUBLIC LOCAL LAWS OF KENT COUNTY, MARYLAND

~~A. The Board of County Commissioners of Kent County shall appoint a Board, which Board shall be~~

known as the "Board of Electrical Examiners of Kent County" and which shall consist of three (3) residents of Kent County, for the purpose of examining the qualifications and capabilities of all persons who are engaged or desire to engage in the electrical business as herein defined. The Board so appointed shall consist of at least two (2) master electricians and one (1) other person. The initial appointment shall be one (1) master electrician for one (1) year, one (1) other person for two (2) years and one (1) master electrician for three (3) years. Thereafter, all appointments shall be for three year terms. If any vacancy occurs for any cause during the term of any Board member as herein provided for, the Board of County Commissioners shall fill the vacancy. The Board of County Commissioners shall have full power to remove any member of the Board of Electrical Examiners for incompetency or improper conduct. No member shall serve successive terms.

B. Each member of said Board shall receive such compensation for actual service in attending the meetings of the Board as may, from time to time, be determined by resolution of the County Commissioners.

C. Said Board shall meet at least once each month, shall hold such special meetings as the proper and efficient discharge of its business shall require and said Board shall adopt such rules and regulations for the examination of electricians as herein defined. The term "electrical business" as used herein shall be defined as and shall include any and all persons engaged in the electrical contracting of or holding themselves out to the public as engaged in the business of installing, erecting or repairing or contracting to install, erect or repair electric wires or conductors to be used for the transmission of electrical current for electric light, heat or power purposes. A license of a master electrician issued in accordance with the provisions of this Part 2 shall entitle any such person so licensed to engage in the business of and to hold himself out to the public as engaged in the business of installing, erecting or repairing and of contracting to install, erect or repair any electric wires or conductors, etc.; provided, however, that nothing herein shall apply to any firm or corporation if the person managing and in charge of the electrical work of said firm or corporation is a master electrician licensed under these provisions or if such corporation is a public utility subject to regulation by the Public Service Commission of Maryland.

§ 192-33 License requirements **REGISTRATION REQUIRED.**

No person, firm, or corporation shall contract to perform, hold themselves out to the public to perform (except those who qualify under Section 6-504 of the Business Occupations and Professions Article of the Annotated Code of Maryland) or physically perform any electrical work without first having acquired a license **REGISTRATION FOR A MASTER ELECTRICIAN FROM THE DEPARTMENT OF PLANNING, HOUSING, AND ZONING** as required by this Part 2, except that a homeowner may perform such work himself in his own home after having satisfactorily completed the homeowner's examination.

§ 192-34 Applications.

A. Applications may be procured in person or by mail from the office of the Kent County Building Inspector **DEPARTMENT OF PLANNING, HOUSING, AND ZONING** during normal working hours and, upon submission, must be accompanied with a recognizable photograph of the applicant with all first-time applicants. **THE FOLLOWING:**

BILL NO. 10-2024

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

Strike through indicates matter deleted from existing law.

- 1) **PHOTOCOPY OF A CURRENT MARYLAND STATE-WIDE MASTER ELECTRICIAN'S LICENSE.**
- 2) **PHOTOCOPY OF A DRIVER'S LICENSE (OR ANOTHER FORM OF PICTURE IDENTIFICATION).**
- 3) **CURRENT FEE ESTABLISHED BY THE COUNTY**
- 4) **CERTIFICATE OF INSURANCE FOR \$ 1,000,000⁰⁰ PER INCIDENT AND \$2,000,000⁰⁰ GENERAL AGGREGATE, WHICH SHALL LIST THE CERTIFICATE HOLDER AS:**

**COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND
ATTN: ELECTRICAL OFFICE
400 HIGH STREET
CHESTERTOWN, MD 21620**

B. Application must be made for one (1) of the following license or permits:

- (1) ~~Master electrician. A person who has the experience, knowledge and skill to provide electrical services in all aspects of the electrical trade in a manner that complies with applicable plans, specifications, codes or law.~~
- (2) ~~Restricted residential. A person having this license may engage in the business of electrical work in single family dwellings as defined in the BOCA National Building Code, 1987 Edition, Section 308.5, Use Group R-4 only.~~
- (3) ~~Restricted limited. A person limited to work on equipment in one (1) of the following categories: electrically operated heating, ventilating, air conditioning, refrigeration equipment (HVACR); appliances; petroleum dispensing equipment or security systems. It does not allow the installation of feeders which serve multicircuit panel boxes.~~
- (4) ~~In plant permit. For in plant electrical maintenance, but a permittee may not work on new installations.~~
- (5) ~~Homeowner's permit. A homeowner may perform such work himself on his own single family dwelling used for his personal residence only.~~

§ 192-35 Qualifications **RESERVED.**

~~A. Only one (1) active license will be issued for any firm or corporation.~~

~~B. Every applicant for a master's license must be at least twenty four (24) years of age and have had at least seven (7) years' [a year constitutes two thousand (2,000) hours worked] experience under a master electrician in such class or classes of electrical work as in the opinion of the Board of Electrical Examiners shall have properly trained the applicant to be licensed. Technical training in a technical school or college may constitute a percentage of the required experience.~~

~~C. Restricted residential. Each applicant for a restricted residential license shall be at least twenty one (21) years of age and have had at least four (4) years' [a year constitutes two thousand (2,000) hours worked] experience under the supervision of a master or restricted residential electrician.~~

~~D. Restricted limited. Each applicant for a restricted limited license shall be at least twenty one (21) years of age and have had at least four (4) years' [a year constitutes two thousand (2,000) hours worked]~~

BILL NO. 10-2024

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~~practical experience with verification of such experience by employer.~~

~~E. In-plant permit. Each application for an in-plant permit shall be made by an authorized officer of the applicant.~~

~~F. Each applicant for the homeowner's permit must satisfactorily complete the homeowner's examination.~~

§ 192-36 ~~Examinations; appeals~~ **RESERVED.**

~~A. All examinations shall be given by the Board of Electrical Examiners in the months of January, April, July and October.~~

~~B. Examinations shall test the applicant's knowledge of the current edition of the National Electrical Code (NFPA No. 70), along with practical knowledge of circuitry and equipment.~~

~~C. Applicants for examinations will be required to obtain a grade of seventy percent (70%) in order to obtain a license.~~

~~D. Any applicant aggrieved by a decision of the Board of Electrical Examiners on any question relating to the examination shall be given a hearing by a Board of Arbitration, provided that the appeal is made to the Board of Electrical Examiners within thirty (30) days after the decision. Conditions of this appeal are: any person whose application for license shall have been rejected by said Board of Electrical Examiners shall have the right to appeal to a Board of Arbitration, which shall consist of one (1) person selected by the person making the appeal, one (1) person selected by the Board of Electrical Examiners and these two (2) to select a third person, and the decision of said Board of Arbitration or a majority of them shall be final and binding upon all parties to said appeal. The members of the Board shall receive an expense allowance in the amount of twenty dollars (\$20.) for each member, which sum shall be deposited with the Board of Electrical Examiners by the person taking said appeal, and if said Board of Arbitration shall affirm the decision of the Board of Electrical Examiners, the money so deposited shall be used to pay said Board; if, however, such decision is reversed, said Board of Arbitration shall be paid out of county funds, and said deposit of sixty dollars (\$60.) shall be returned.~~

§ 192-37 Fees; insurance.

A. The ~~license~~ **REGISTRATION** fees and renewal fees for electrical ~~licenses~~ **REGISTRATIONS** shall be according to a schedule to be established from time to time by resolution of the Board of County Commissioners.

B. Before the ~~license~~ **REGISTRATION** is issued or reissued, the applicant shall furnish the ~~Board of Electrical Examiners~~ **COUNTY** with prima facie evidence of adequate business liability insurance commensurate with that which is required by the State of Maryland. All ~~classes of licenses stated in § 192-34~~ **REGISTERED MASTER ELECTRICIANS** shall be required to carry coverage equal to or exceeding the requirements by the State of Maryland for master electricians.

§ 192-38 ~~Licenses~~ **REGISTRATIONS** and renewals.

A. All ~~licenses~~ **REGISTRATIONS** when received from the Board of Electrical Examiners shall be displayed in a prominent place in the principal office or establishment of the ~~licensee~~ **REGISTRANT**.

B. No ~~license~~ **REGISTRATION** shall be transferable.

BILL NO. 10-2024

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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

C. ~~licenses~~ **REGISTRATIONS** shall be issued on a biannual basis and are valid as of the first day of July of the odd year on and prior to issuance. The full fee shall be paid irrespective of the date of issuance.

D. All ~~licensees~~ **REGISTRANTS** shall ~~may~~ display on the vehicles used in the performance of their work the words "~~Licensed~~ **REGISTERED** Electrician - Kent County, Maryland" and the number assigned to them in letters not less than two (2) inches in height. This is to be done within ninety (90) days of issuance of the ~~license~~ **REGISTRATION**.

E. ~~Licenses may be renewed without examination, provided that application for renewal along with applicable provisions of § 192-37 are submitted to the Board within ninety (90) days of the expiration date.~~

F. ~~Application for renewal shall include a complete list of employees, showing date of employment and social security number.~~

G. ~~The Board of Electrical Examiners shall be given written notice of all new employees within thirty (30) days of employment.~~

H. ~~The failure on the part of any licensee to renew his license prior to the expiration date shall not deprive such person the right of renewal without examination for ninety (90) days after the expiration date, but the fees for renewal shall be increased by ten dollars (\$10.) for each month or fraction of a month that a renewal fee is delayed. Nothing in this statement shall infer that the validity of the license is extended through this ninety day period.~~

I. ~~If a license holder does not wish to renew his license, he must submit a written notice of request to shelve the license. This must be accompanied with the fee in effect.~~

§ 192-39 Revocation or suspension of ~~license~~ **REGISTRATION**.

The ~~Board of Electrical Examiners~~ **COUNTY** may, upon at least fifteen (15) days' notice to the ~~licensee~~ **REGISTRANT** by certified mail and after a full hearing of all parties in interest, revoke or suspend the ~~license~~ **REGISTRATION** of any found guilty of:

A. The practice of fraud or deceit in obtaining said ~~license~~ **REGISTRATION**.

B. Permitting any unlicensed person, firm or corporation to apply for inspection of or to perform electrical work under the ~~authority of a license~~ **A COUNTY-ISSUED REGISTRATION**.

C. Performing or permitting the performance of grossly defective or dangerous work.

D. Failure to file application for inspection of such work with the recognized electrical inspection authority for work performed.

E. Failure to make corrections required by a notice issued by the authorized electrical inspector within a reasonable time as ~~interpreted by the Electrical Board~~.

F. Failure to obtain certification of work performed from the authorized inspection agency.

BILL NO. 10-2024

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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

G. Violations of any of the provisions of this Part 2 or of any regulations adopted pursuant to this Part 2.

H. FAILURE TO MAINTAIN THE REQUIRED BUSINESS INSURANCE AS STATED ABOVE.

I. FAILURE TO MAINTAIN A MARYLAND STATE MASTER ELECTRICIAN'S LICENSE.

§ 192-40 Inspections.

A. All ~~licensees~~ **REGISTRANTS** must file an application for inspection of all electrical work.

~~B. Any firm or corporation which has an in-plant (maintenance) permit for its specific building or buildings under its control and where applicable electrical work is performed shall file application for inspection with the authorized electrical inspector or inspection agency on a biannual basis.~~

~~C. A letter of certification of the annual inspection shall be presented to the Board of Electrical Examiners before the annual permit is issued. Failure to show certification thirty (30) days after the renewal date would automatically cancel the in-plant permit.~~

§ 192-41 Standards.

All electrical work performed by a licensee shall be in accordance with the then-approved current edition of the National Electrical Code (NFPA No. 70) or approved revisions thereof as may be amended by the ~~Board of Electrical Examiners~~ **STATE OF MARYLAND**.

§ 192-42 Inspection authority.

The currently recognized inspection authority shall be the Middle Department Inspection Agency or its successor, subject to the continued authority of the Board of ~~Electrical Examiners~~ **COUNTY COMMISSIONERS** to change, add or delete the recognized inspection authority.

§ 192-43 Advisory representatives.

The County Commissioners shall have the authority to appoint representatives with specialized expertise to assist the ~~COUNTY Board of Electrical Examiners~~ in an advisory capacity where circumstances so warrant.

§ 192-44 ~~Exceptions~~ **RESERVED**.

~~A. An application for inspection is not required for the installation of an outlet under twenty (20) amperes or less than two (2) outlets with recognized inspection authority. Licensees **REGISTRANTS** must obtain a certificate of electrical work performed from the authorized inspection agency.~~

~~B. The provisions of this Part 2 do not apply to: journeymen electricians or apprentices and other persons under the direction and supervision of a licensed master electrician or (life or present) restricted residential electrician, and those performing electrical work for those companies as an integral part of the~~

BILL NO. 10-2024

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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

~~plant or services of the company in rendering their duly authorized services to the public and those cited in Article 90(2)(b) of the current National Electrical Code.~~

§ 192-45 Cut-in certificate.

No electric light or power company shall attach its power lines or electric meters to any consumer's property within the borders of Kent County unless the work has been installed by an electrician licensed **BY THE STATE OF MARYLAND AND REGISTERED IN KENT COUNTY, MARYLAND** under this Part 2 ~~or the homeowner himself [as defined in § 192-34B(5)]~~ and until a temporary or permanent meter cut-in certificate has been issued by the inspector or an appropriate fifteen-day card issued in accordance with the guidelines of the local utilities.

§ 192-46 Violations and penalties.

A. Any person, firm or corporation who or which shall install, alter or replace any water supply, wiring, appliances or devices for electric light, heat, protective signaling or power without having a valid **AND CURRENT** license **ISSUED BY THE STATE OF MARYLAND AND A VALID AND CURRENT REGISTRATION ISSUED BY KENT COUNTY, MARYLAND**, except under the direct supervision of a person having a ~~SUCH~~ valid license **AND REGISTRATION**, shall be guilty of a misdemeanor and, upon conviction thereof, shall be liable for a fine of not less than one hundred dollars (\$100.) nor more than one thousand dollars (\$1,000.) ~~or to imprisonment of not more than ninety (90) days, or both, in the discretion of the court, and any such conviction shall ipso facto revoke and annul any REGISTRATION that may have been issued to such person. Each day's violation shall constitute a separate offense.~~

B. The County Commissioners of Kent County may enjoin such person, firm or corporation from engaging in electrical work in violation of this Part 2 by action for injunction or other equitable relief in a court of competent jurisdiction or may recover the monetary penalty by civil action in such court.

SECTION 3.

BE IT FURTHER ENACTED by the County Commissioners of Kent County, Maryland, that Chapter 210 (Reserved) is hereby replaced in its entirety.

Chapter 210

CONSTRUCTION TRADES BOARD

§ 210-1. Establishment; membership; terms.

A. Board established.

A board to be styled and known as the "Construction Trades Board" is hereby established.
The Board shall have the duty and power to administer the powers and duties of:

BILL NO. 10-2024

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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

- (1) The Board of Appeals provided for in the international Building Code, the International Residential Code for One- and Two-Family Dwellings, and the International Energy Conservation Code; and
- (2) Replaces the board referred to in Chapter 192 of the County Code, known as the "Board of Electrical Examiners."

B. Number of members designated; qualifications.

The Board shall consist of seven members, who shall be appointed by the County Commissioners, as follows:

- (1) Two Maryland licensed master electricians;
- (2) Two Maryland licensed master plumbers;
- (3) One Maryland licensed master heating, ventilation, air conditioning, and refrigeration contractor;
- (4) One Maryland licensed home improvement contractor or general contractor; and,
- (5) One Maryland licensed design professional (architect, landscape architect, engineer, land surveyor, etc.).

C. Terms.

Members are appointed to staggered terms with the longest term being three years. Members may be reappointed. Members eligible to serve under different categories (e.g., an electrician who is also a plumber) may serve under a different category as membership changes occur.

D. Vacancies.

The County Commissioners shall appoint a replacement member to fill any vacancy on the Board. The vacant position should be filled with an individual qualified for the same member status as the individual previously holding the position. However, at any time, after a diligent search, if no individual qualified for a particular category is found to serve, then the County Commissioners may fill such a vacancy with an at-large appointee.

§ 210-2. Officers; meetings; quorum.

- A. Officers. The Board, at its first meeting in each calendar year, shall elect from its body a member to serve as a Chair and a member to serve as a Vice Chair.
- B. Meetings. The Board may meet as needed and at other times as the Board shall from time to time determine, at a time and place to be determined by the Board. In addition, the Board shall meet as required herein to determine any building permit appeal brought to the Board. Meetings of the Board are subject to Maryland law, including the Open Meetings Act, Title 10, Subtitle 5, of the State Government Article, Annotated Code of Maryland, as from time to time amended. The Board may avail itself of all provisions thereof, including the right to conduct closed sessions, but only when the County Attorney is present at the closed session.

C. Quorum. A quorum shall consist of five members of the Board.

§ 210-3. Removal.

The County Commissioners may remove any member of the Board from office for misconduct, neglect of duty, excessive absenteeism, or any other cause deemed sufficient by the County Commissioners. The member shall be informed of the reason for the removal and be given an opportunity to be heard.

§ 210-4. Compensation.

Each member of said Board shall receive such compensation for actual service in attending the meetings of the Board as may, from time to time, be determined by the County Commissioners.

§ 210-5. Staffing; counsel; records; minutes.

- A. Staffing, including a clerk for the Board, shall be provided through the Department of Planning, Housing, and Zoning.
- B. Legal counsel, as from time to time requested or needed, shall be provided by the County Attorney.
- C. Records shall be maintained by the Department of Planning, Housing, and Zoning. Documents and records of the Board are subject to Maryland Law, including the Public Information Act, Title 10, Subtitle 6, of the State Government Article, Annotated Code of Maryland, as from time to time amended.
- D. Minutes. Meetings of the Board shall comply with Maryland Law, including the Open Meetings Act, Title 10, Subtitle 5, of the State Government Article, Annotated Code of Maryland, as from time to time amended.

§ 210-6. Appeals.

Any person who feels aggrieved by any action of the Board may appeal within 30 days of notice of such action to the Circuit Court for Kent County, in accordance with the Maryland Rules of Procedure.

§ 210-7. Reserved.

SECTION 4.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall be adopted on the _____ day of _____, 2025.

Read Third Time _____

PASSED this _____ day of _____, 2025.

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

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

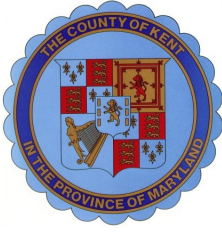
(SEAL)

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.



**Alcoholic Beverage License Public Hearing Notice
1/9/2025
County Commissioners Meeting**

Item Summary:

Rock Hall Brewing Company, LLC DBA Rock Hall Brewing Company

ATTACHMENTS:

Description

01.28.25 Rock Hall Brewing Company LLC, Public Hearing Notice



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 Valerie Ashmore, Member, representing Rock Hall Brewing Company, LLC, for a Class D, Beer, Wine, and Liquor License on the premises known as:

Rock Hall Brewing Company
5781 Main Street
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 January 28, 2025, at 10:00 a.m., at which time any exceptions to the application will be heard.

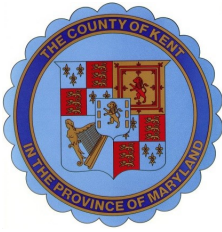
By order of:

THE BOARD OF LICENSE COMMISSIONERS
FOR KENT COUNTY, MARYLAND

A handwritten signature in blue ink that reads "Sondra M. Blackiston". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

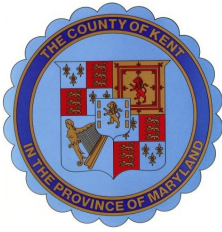
Sondra M. Blackiston
Clerk/KATE Manager

PUBLISH KCN 01/09/25, 01/16/25



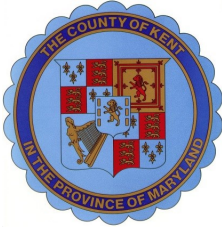
**#1 - Regular Session Minutes, December 17, 2024
1/9/2025
County Commissioners Meeting**

ATTACHMENTS:
Description



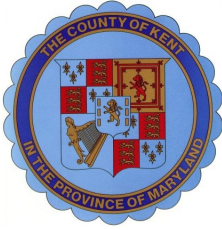
**#2 - Liquor Minutes, December 17, 2024
1/9/2025
County Commissioners Meeting**

ATTACHMENTS:
Description



**#3 - Closed Session Minutes, December 17, 2024
1/9/2025
County Commissioners Meeting**

ATTACHMENTS:
Description



**#4 - C. Henry Price II American Legion Post 246, Raffle Only, January
10 - December 12, 2025
1/9/2025
County Commissioners Meeting**

ATTACHMENTS:

Description

1-2025 C. Henry Price II American Legion Post 246, Raffle Only , January 10-December 12, 2025
Application

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

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

Name of Organization: C. Henry Price II American Legion Post 246

Address of Organization: 11 6th Ave Po Box 100 Betterton MD. 21610

Telephone: (410) 348 5227

Is the organization formed or located in Kent County? Yes No

Does the organization serve the residents of Kent County? Yes No

Is this organization tax exempt under the provisions of the Internal Revenue Code? Yes No

Tax Exempt Number: 52-6077825

Person responsible for complying with permit regulations and requirements:

Name: Joseph Clayton

Address: 23189 Schooner Rd. Chestertown MD. 21620

E-Mail: joey40clayton@gmail.com

Telephone: (443) 470 2359

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

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

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

Date(s) of fund-raising: 1-10-2025 Thru 12-12-2025

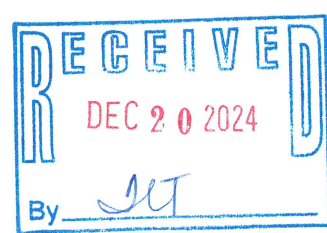
Date and Time of Drawing: 2nd and 4th Fridays Begin at: 7:00 pm End at: 8:30 pm

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

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

Signature of person completing this application: [Signature]

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 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:

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? _____

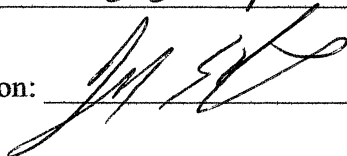
What percentage of funds derived from the multiple gaming devices will be spent or donated to:

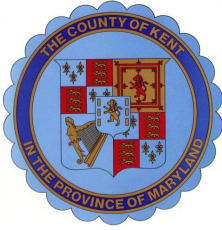
_____ % Civic 100 % Charitable _____ % Educational

Name, address and telephone of person completing application:

Joseph Clayton
23189 Schooner Rd
Chestertown MD, 21620
(443) 480-2359

Signature of person completing application: _____





**#5 - Bill Mackey, Director, Planning, Housing, and Zoning
1/9/2025
County Commissioners Meeting**

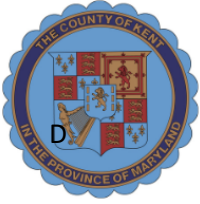
Item Summary:

Request to Release Letter of Credit No. 166, Landscaping-Chester River Yacht and Country Club Parking Lot Expansion Project

ATTACHMENTS:

Description

01.07.25 Robert Thompson, Chesapeake Bank and Trust Company, LOC Release No.166
Chesapeake Bank and Trust Company-December 14, 2022-request to release letter of credit



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

January 7, 2025

DRAFT

Robert Thompson, Senior Vice President
Chesapeake Bank and Trust Company
245 High Street
Chestertown, MD 21620

Re: Chester River Yacht & Country Club of Chestertown, Maryland Inc.
Letter of Credit No. 166

Dear Mr. Thompson:

The County Commissioners approved the release of the Letter of Credit No. 166 for the \$35,925.00 Landscaping Parking Lot Expansion Project. If you have any questions, please do not hesitate to contact Planning, Housing, and Zoning at 410-778-7423.

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

Ronald H. Fithian, President

KCC: tlt
Enclosures
cc: Bill Mackey, Director, Planning, Housing, and Zoning



CHESAPEAKE
BANK AND TRUST COMPANY

December 14, 2022

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

Gentlemen,

Chesapeake Bank and Trust Company requests the release of the below referenced Letters of Credit dated March 31, 2021 issued on behalf of the Chester River Yacht and Country Club of Chestertown, Maryland Incorporated for the Parking Lot Expansion project at the property located at 7738 Quaker Neck Road, Chestertown, MD 21620:

1. Letter of Credit # 167 in the amount of \$50,344.00 issued for Sediment and Erosion Control and Stormwater Management
2. Letter of Credit # 166 in the amount of \$35,925.00 issued for Landscaping

If the releases are approved please forward the original letter of credit and letter of release to the following:

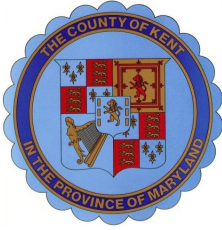
Chesapeake Bank and Trust Company
Attn: Robert Thompson
245 High Street
Chestertown, MD 21620

Thank you for your consideration.

Sincerely,

Robert Thompson
Senior Vice President
NMLS # 808823

DEPARTMENT OF
PLANNING, HOUSING & ZONING
RECEIVED 12/20/22



**#6 - Bill Mackey, Director, Planning, Housing, and Zoning
1/9/2025
County Commissioners Meeting**

Item Summary:

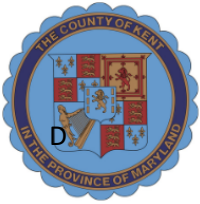
Request to Release Letter of Credit No. 714, Landscaping-Prestwick-Kent

ATTACHMENTS:

Description

01.07.25 Mary Ann Landa, Loan Department Supervisor, Peoples Bank of Kent County, Prestwick-Kent L.L.C., LOC Release No.714

2024 LOC #714 Peoples Bank request to release



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

January 7, 2025

DRAFT

Mary Ann Landa
The Peoples Bank
400 High Street
Chestertown, MD 21620

Re: Prestwick-Kent, L.L. C.
Letter of Credit No. 714

Dear Ms. Landa:

The County Commissioners approved the release of the Letter of Credit No. 714 for the \$125,000.00 for Paving and Landscaping at the subdivision on Lover's Lane known as "Prestwick". If you have any questions, please do not hesitate to contact Planning, Housing, and Zoning at 410-778-7423.

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

Ronald H. Fithian, President

KCC: tlt
Enclosures
cc: Bill Mackey, Director, Planning, Housing, and Zoning



ESTABLISHED 1910

THE PEOPLES BANK

Main Office
100 Spring Avenue, P.O. Box 210
Chestertown, Maryland 21620-0210
Phone: 410-778-3500 Fax: 410-778-2089
www.pbkc.com

October 28, 2024

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

Re: Prestwick-Kent, L.L.C.
Letter of Credit #714

Gentleman:

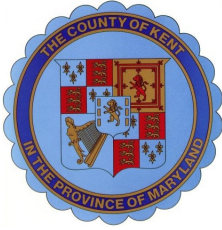
Please release Letter of Credit #714 dated October 25, 2011 for Prestwick-Kent. They have informed us the work has been completed. Please return the original letter of credit to us stating that they are no longer needed.

If you have any questions, please feel free to contact me at 410-778-3500 ext. 1107 or mlanda@pbkc.com if you have any questions.

Thank you.

Yours truly,

Mary Ann Landa
Assistant Cashier
Loan Department Supervisor



**#7 - Jill Coleman, Director, Parks and Recreation; Carrie Klein, Deputy
Director, Public Works
1/9/2025
County Commissioners Meeting**

Item Summary:

Renaming Ball Fields at Worton Park

ATTACHMENTS:

Description

Cover Page



Department of Parks and Recreation

11041 Worton Road

P.O. Box 67

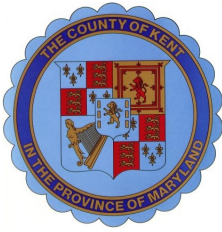
Worton, MD 21678

410-778-1948

info@KentParksAndRec.org

Kent County Parks & Recreation





**#8 - Dan Mattson, Director, Public Works
1/9/2025
County Commissioners Meeting**

Item Summary:

American Rescue Plan Act Funds: Worton Wastewater Plant Dewatering Equipment - Change Order No.1

ATTACHMENTS:

Description

Executed Change Order No 1 - Deduct for PLC-HMI change

CHANGE ORDER NO.: 1

Owner: **County Commissioners of Kent County, MD** Owner's Project No.: **WW25-03**
 Engineer: **George, Miles & Buhr, LLC** Engineer's Project No.: **240004**
 Contractor: **Process Wastewater Technologies, LLC (PWTech)** Contractor's Project No.: **VDP-MD-23076**
 Project: **Worton WWTP Dewatering Equipment Replacement**
 Contract Name: **Worton WWTP Dewatering Equipment Replacement**
 Date Issued: **December 18, 2024** *Effective Date of Change Order: _____

*Upon Owner Signature

The Contract is modified as follows upon execution of this Change Order:

Description:

- Deduct for reduction of length of incline conveyor from 40' to 20' and adder for 8' long sludge collection conveyor, motor, and gearbox. Deduct value \$0.00 to Bid Item A1.
- Deduct for change from Allen Bradley PLC/HM1 to Unitronics PLC/HM1. Deduct value \$50,200.00 to Bid Item A2.

Attachments:

- Email dated November 26,2024 reflecting price deduct for changing PLC/HM1 from Allen Bradley to Unitronics Unistream.
- Revised proposal dated November 22, 2024 reflecting aforementioned changes to the Lump Sum Prices to Bid Item Nos. A1 and A2.

Change in Contract Times
[State Contract Times as either a specific date or a number of days]

Change in Contract Price		Change in Contract Times	
Original Contract Price: \$ <u>470,200.00</u>		Original Contract Times: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ <u>N/A</u>		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>	
Contract Price prior to this Change Order: \$ <u>470,200.00</u>		Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>	
[Increase] [Decrease] this Change Order: \$ <u>50,200.00</u>		[Increase] [Decrease] this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>	
Contract Price incorporating this Change Order: \$ <u>420,000.00</u>		Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>	

Recommended by Engineer (if required)

By: J.B. Moran
 Title: Project Engineer
 Date: December 17, 2024

Accepted by Contractor

Chris Hubbard
 Vice President
December 18, 2024

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)

N/A

James B. Moore

From: Dwight Swan <dswan@envirep.com>
Sent: Tuesday, November 26, 2024 2:02 PM
To: James B. Moore
Cc: James C. Hoageson
Subject: RE: Kent County, Worton WWTP - Worton WWTP Dewatering Equipment Replacement - PW Tech Revised Proposal
Attachments: 241126ScheduleARev.pdf

JB,

Please see attached a revised version of Schedule A with the modifications we discussed.

If there are any questions, or if you need anything additional from us or PW Tech, please let me know.

Thanks,

Dwight

Dwight D. Swan
Maryland Sales Office
Envirep/TLC
Main Office: 717-761-7884
Direct: [717-972-0851](tel:717-972-0851)
Mobile: [717-503-4639](tel:717-503-4639)
Email: DSwan@Envirep.com

From: Dwight Swan
Sent: Monday, November 25, 2024 5:12 PM
To: 'James B. Moore' <jmoore@gmbnet.com>
Cc: James C. Hoageson <JHoageson@gmbnet.com>
Subject: RE: Kent County, Worton WWTP - Worton WWTP Dewatering Equipment Replacement - PW Tech Revised Proposal

Hi JB,

I talked with PW Tech and received an updated proposal from them (see attached). PW Tech has revised the nomenclature for the conveyors as follows:

Conveyor #1 (Collection) approximately 8' long, and Conveyor #2 (Transfer) approximately 20' long, and Conveyor #3 (Load Leveling).

You have most of the data below correct, but see clarifications/comments in **red** below.

This project was a little confusing since the RFP included 1 conveyor, and the County ended up liking the layout with 2 conveyors (attached). Most of the cost of conveyors is in the motor/gear box, so PW Tech had to eat some of the cost of the 2nd conveyor to provide it at no additional cost to Kent County.

I will update form A-1 and send it over to you tomorrow.

Let me know if there are any other questions.

Dwight

Dwight D. Swan
Maryland Sales Office
Envirep/TLC
Main Office: 717-761-7884
Direct: [717-972-0851](tel:717-972-0851)
Mobile: [717-503-4639](tel:717-503-4639)
Email: DSwan@Envirep.com

From: James B. Moore <jmoore@gmbnet.com>
Sent: Thursday, November 21, 2024 5:20 PM
To: Dwight Swan <dswan@envirep.com>
Cc: James C. Hoageson <JHoageson@gmbnet.com>
Subject: RE: Kent County, Worton WWTP - Worton WWTP Dewatering Equipment Replacement - PW Tech Revised Proposal

Hi Dwight,

Apologies for the length of this email. Kent County has requested that after the award a Change Order be submitted to reflect the lower price of \$420,000.00. To complete the C.O. we were going to attach your October 16, 2024 proposal with the deduct of \$44,500 for the non-supply of the distribution conveyor which is explained in our draft award letter. The award would be for \$470,200.00. We would also attach the emails indicating a price modification for a reduction in conveyor length and change in the control panel PLC/HMI module. Finally, we would like to include your November 13, 2024, revised proposal of \$420,000.00 to reflect the modifications.

However, the recent proposal does not include a revised Schedule A showing price reductions for Items A1 and A2. Are you able to provide this with updated pricing and add to the proposal? I attached a mark-up. Also, are you able to provide on PWTech or Envirep's letterhead a description of the price revision? It could include the following details. Feel free to revise.

- Reduction of conveyor length from 40 feet to approximately 20 feet and change conveyor configuration. **See attached revised proposal with additional detail on the conveyors. Conveyor scope includes: Conveyor #1 (Collection) approximately 8' long, and Conveyor #2 (Transfer) approximately 20' long. Also, an additional motor/ gear box is needed for the 2nd conveyor (since RFP specs only included 1 conveyor). Deduct Value \$0.00 to Bid Item A1 for conveyor modification.**
- Change Control Panel PLC/HMI modules from Allen-Bradley to Unitronics Unistream. Deduct Value **\$50,200** to Bid Item A2
- These two items would total a deduct of \$50,200.00.

Finally, in comparing the two proposals we are having some confusion with the conveyor nomenclature. I've attached the conveyor system pages from the proposals.

In the 10/16/24 proposal: **This proposal was based on the RFP, and includes one long conveyor (conveyor #1) dumping into the dumpster leveling conveyor (conveyor #2).**

- Conveyor #1 is called "Collection"; is designed to receive solids from the Volute Press and move them to dumpster leveling conveyor; is ~40 ft long and is inclined.
- Conveyor #2 is called "Load-out"; is designed to distribute solids across the dumpster; and is 10 ft long. This conveyor will not be used and has a deduct value of \$44,500.00 **This deduct is accurate.**

In the 11/13/24 proposal: **This proposal is accurate based on the layout that Kent County likes (attached) and includes two conveyors as described in the attached revised PW Tech proposal.**

- Conveyor #1 is called "Collection"; is designed to receive solids from the Volute Press and move them to the dumpster; and is 8 ft long. It states it has one discharge outlet to conveyor #2.

- Conveyor #2 is called “Load-out” which is same name as the conveyor being removed from the original proposal. Also, there is no description, and it states it is inclined and is ~20ft long which I assume is the reduced length of Conveyor #1 in the original proposal. **Sorry for the confusion here. PW Tech should not have called Conveyor #2 “Load-Out”.**
- How does this breakdown for Item A1?
- With the reconfiguration does the nomenclature need changing or add a description for #2?

If you have any questions, please let me know.

Thanks,



From: Dwight Swan <dswan@envirep.com>

Sent: Wednesday, November 13, 2024 12:13 PM

To: James B. Moore <jmoore@gmbnet.com>

Subject: Kent County, Worton WWTP - Worton WWTP Dewatering Equipment Replacement - PW Tech Revised Proposal

Hi JB,

Thanks for talking to me on the phone. Confirming our discussion, after a lengthy conversation with PW Tech, they reminded me that their price for the original RFP only included 1 conveyor, and now with the preferred layout, there are 2 conveyors, so the \$ that the County is asking about is actually in the conveyors, not the electrical. However, in the interest of working with you and Kent County to help move this project along, PW Tech agrees to lower their price to \$420,000. See attached updated proposal reflecting this price.

As I mentioned on the phone, PW Tech will be having a yearly price increase coming up in early December, so if there is anything you or the County can do to move the award process along quickly, it would be appreciated. Once PW Tech receives your order, that allows them to lock in prices from their vendors and avoid supply chain price increases.

Please forward this proposal to Kent County, and confirm when the County will meet to make the award. I want to keep PW Tech up to date.

If you or the County has any questions, please reach out.

Thanks,

Dwight

Dwight D. Swan
Maryland Sales Office
Envirep/TLC
Main Office: 717-761-7884
Direct: [717-972-0851](tel:717-972-0851)
Mobile: [717-503-4639](tel:717-503-4639)
Email: DSwan@Envirep.com

VENDOR will complete the WORK in accordance with the RFP for the following price(s):

SCHEDULE A – LUMP SUM PRICES PROPOSAL

Item No.	Description	Lump Sum Price
A1	<p>Dewatering Equipment and auxiliary Systems such as, sludge conditioning tank(s), polymer system, flowmeter, conveyors, piping, valves, and all other auxiliary components of the Dewatering Equipment package related items delivered to the site. Please Note: The OWNER has requested the existing sludge feed pump be reused.</p> <p>Included in this item is a trained field service technician provided for a period of three (3) consecutive 8-hour days during construction. The service technician shall assist the equipment installer or subcontractor with technical advice on the installation of the major components of the treatment equipment.</p>	<p>\$ 365,700.00 - \$ 44,500.00 * (deduct for loadout conveyor)</p> <hr/> <p>\$ 321,200.00 - \$ 0.00 (deduct for reduction of length of incline conveyor from 40' to 20', and adder for 8' long sludge collection conveyor, motor and gearbox)</p> <hr/> <p>\$ 321,200.00</p>
A2	<p>The Dewatering Equipment Control System complete including PLC, panels, hardware, software, I/O panels System, delivered to the site, tested, started and made complete for continuous operation in accordance with the Specifications. Please Note: Existing sludge feed pump power and control to be fed from proposed panel. Include in this item startup, testing, trouble shooting of control system.</p>	<p>\$ 145,000.00 - \$ 50,200.00 (deduct for change from Allen Bradley PLC/HMI to Unitronics PLC/HMI.)</p> <hr/> <p>\$ 94,800.00</p>
A3	<p>Upon completion of the installation, the services of the factory trained field service technician shall be provided for a period of four (4) consecutive 8-hour days to check the completed installation, make any required adjustments, and place the system in satisfactory operation. In addition, the manufacturer shall provide the services of the factory trained field service technician for a period of one (1) 8-hour day for instructing the plant operating personnel in the proper care and operation of the equipment.</p>	<p>\$ 4,000.00</p>
A4	<p>Technical Assistance to the Engineer / OWNER through design and completion of contract.</p>	<p>Included with A1</p>
A5	<p>Shop Drawing, Submittal and Operation & Maintenance Manuals Preparation as specified in Specification Section 01300.</p>	<p>Included with A1</p>
Total Items A1 to A5 Schedule A		<p>\$ 420,000.00</p>

* Deduct to original Proposal = \$514,700.00 - \$44,500.00 = \$470,200.00 (Contract Award Approved by Kent County Commissioners on December 3, 2024)

TO: **Jessica Conner**
Kent County Department of Public Works
709 Morgnec Rd., Chestertown, MD 21620
jconner@kentgov.org

PROJECT / REF: **Worton WWTP Dewatering Equipment Replacement**

PROPOSAL TYPE: Scope

SPEC. SECTIONS: Section 11365 – Dewatering System

DATE: 22 November 2024

PWT #: VDP-MD-23076

REV: 3

SIZING INFORMATION: Sized to dewater 70 GPM

MANUFACTURERS REP: Dwight Swan
Envirep
717-972-0851
DSwan@envirep.com

NOTES:

REVISION NOTES: 3 – Updated Conveyor System
2 – Updated to Proposal

PREPARED BY: Chris Hubbard | Joseph Collar

PROPOSAL CONTENT

- Scope of supply summary
- Scope Details
- Exceptions and Exclusions
- Governing Conditions and Warranty Notes
- Data Sheets
- GA Drawings
- PWTech Terms and Conditions and Warranty

SCOPE OF SUPPLY

Line	Qty.	Item	Manufacturer / Model / Description
1	1	Volute* Dewatering Press	PWTech - ES-302
2	1	Polymer Preparation System	VeloDyne - VeloBlend VM-5P-600-X0D
3	1	Influent Sludge flowmeter	Rosemount™ Model 8750W with 2" ANSI Flanges
4	1	Conveyor system	PWTech
5	1	Control System for Item 1-3	PWTech
6		Documentation	Submittals, O&M manuals, Startup Report
7		Field services	Installation inspection, Commissioning, Testing and operator training
8		Delivery to site	

*Volute is registered with the U.S. Patent and Trademark Office as a registered trademark of AMCON, Inc., Yokohama, Japan

SCOPE DETAILS

1. Volute Dewatering Press - PWTech Model ES-302

Design

- The unit to be supplied will be an ES-302 with a MAXIMUM capacity of 70 GPM of thin sludge (<1%) or 700 dry pounds per hour for heavier sludge (>3%)

Components

- The Dewatering Press consists of:
 - Flash mixing tank including mixer with gear motor.
 - Flocculation tank including mixer with gear motor.
 - Two (2) x 300 Series Dewatering Drum with a drive motor.
 - Filtrate collection pan and support frame.
 - Integrated, pre-wired control panel for the unit and appurtenances mounted on the flocculation tank. (may be provided mounted separately if requested).
- Connections are:
 - Inlet: DN 2" FNPT
 - Filtrate outlet: DN 6" ANSI B16.5 Class 150 Flanged
 - Drain: DN 3" ANSI B16.5 Class 150 Flanged
 - Washwater Water inlet: 3/4" FNPT

Materials and Construction

- The unit is all stainless steel. No carbon steel is used in the manufacture of the press.
- Unit is manufactured and assembled in the USA. All components are sourced from the USA or Japan.
- Electrical components are manufactured and tested prior to shipment to site in the United States.
- Gear Drives are Nissei GTR gear motors utilizing heloid gear reduction. They are one piece construction and are sealed for life.

Supplied spare parts

- No spare parts are included in this scope.

Additional Press information is appended to this scope.

2. Polymer Preparation unit – Velodyne Model VM-5P-600-X0D

Design

- Polymer Flow Range: 0.25 to 5 GPH
- Dilution Water Flow: 60 to 600 GPH

Components

- Polymer Mixing Chamber:
 - VeloBlend VM - Staged Hydro-Mechanical
 - 1/2 HP, 230/460 VAC, 1750 RPM, Inverter ready Mixer motor
 - Mechanical Mixer Shaft Seal with seal flushing assembly
 - VeloCheck™ Neat Polymer Check Valve with Quick Release Pin
 - Pressure Rating of 100 psi with Pressure Relief Valve
- Neat Polymer Delivery Assembly
 - A 5 GPH stainless steel & Viton progressive cavity metering pump shall be provided
 - 1/2 HP, 1750 RPM, 230/460 VAC, Inverter ready with gear reducer
 - Thermal type loss of polymer flow sensor

- Metering pump calibration assembly with isolation valves: (500 ml)
- Dilution Water Inlet and Solution Outlet Assembly
 - Primary 60-600 GPH rotameter controlled dilution water flow
 - Low differential pressure alarm switch
 - 0-160 psi inlet water pressure gauge (stainless steel, liquid filled)
 - Swing type PVC and Viton check valve
- Electrical Junction Box
 - All electrical components are pre-wired to an FRP junction box
 - A marked terminal strip is provided for landing all wiring for connection to the Volute Press Panel

Materials and Construction

- Mixing Chamber is Stainless Steel body and impeller with clear polycarbonate cover.
- Plumbing is Schedule 80 PVC
- Frame and fasteners are 304 stainless steel. Frame is open design for access to all components and is designed for bolt-down installation.

3. Magnetic flowmeter, 2" Rosemount™ Model 8750W

Design

- 2" Flowmeter is designed for accurate measurement of flows between 10-200 GPM
- Suitable for direct burial and constant flooding (IP 68).
- Includes Compact mounting of transmitter on the flowmeter body
- Flowmeter out-puts analogue signal (4-20 mA) to Volute Press Control panel

Components

- 2 inch ANSI 150# flange connections.
- Includes grounding rings

Materials and Construction

- Coated Carbon Steel construction with a polyurethane, ceramic, neoprene, or Teflon liner as required by the application.
- All metallic wetted parts are stainless steel type 316

Conveyor system

Design

- Loading = 80 cubic feet per hour
- Conveyor system is designed to receive solids from the Volute Press and move them to the dumpster

Construction

- **U-Trough:** minimum 10 ga - 304SS
- **Trough Lids:** minimum 12 ga - 304SS - 304SS (Bolted / 5ft max with neoprene gasketing)
- **Trough Liners:** UHMW-PE, maximum 4ft lengths, minimum 3/8" thickness
- **Spiral:** 12 inch nominal OD, standard pitch, single high tensile bar
- **Included Hardware:** Assembly bolts, lock-washers and hex nuts – 304/316SS

Electrical components:

- One (1) Emergency stop switch c/w cable, mounting hardware, 120VAC NEMA 4
- One (1) Loss of rotation (LOR) sensor Siemens model WM 100

Conveyor #1: Collection

- ~8 foot approximate length
- Horizontal configuration
- One (1) rectangular inlet(s)
- One (1) discharge outlet to conveyor #2
- 1 HP Drive
- Floor Supports included

Conveyor #2: Transfer

- ~20 foot approximate length
- ~25 degree inclined configuration
- One (1) open end inlet
- One (1) rectangular discharge outlet to Conveyor #3.
- Supports to ceiling from conveyor connection points by others
- 5 HP Drive

Conveyor #3: Load-leveling

- ~10 foot approximate length
- Horizontal reversing configuration
- One (1) open end inlet
- Three (3) rectangular discharge outlet to dump bin.
 - One (1) motor actuated slide gate
- Supports to ceiling from conveyor connection points by others
- 1 HP Drive

Deduct \$44,500.00 to Original Proposal
dated October 16, 2024

4. Electrical and Control

The Volute* unit is supplied with a pre-mounted, pre-wired control panel designed to control all aspects of the thickening/dewatering operation unless otherwise specified and noted.

- Control panel is:
 - Fed by a single 208, 240, or 480VAC, 3-phase, 60 Hz, power supply (client specified)
 - NEMA 4X rated manufactured in Stainless Steel type 304
 - Manufactured in a UL accredited facility and is UL listed
- Panel includes HMI and PLC control modules.
 - PLC is AB CompactLogix Model # 5069-L306
 - HMI is AB Panel View 5310
- All manual switching operations are undertaken via switches on the HMI
- Unit includes complete control system for unit and ancillary equipment including operation of the polymer preparation system and VFD control for feed pump.
- Control system may utilize a system flow meter and PID loop to allow operator to set the system flow.
- System may include interlocks for Conveyor start-up, shut down and E-stop if required
- Control panel includes system running and system fault outputs to plant PLC and the ability to connect via Ethernet to external controls.

- A junction box on the polymer preparation skid is pre-wired to the polymer preparation components and designed for easy on-site connection to the main Volute* system control panel.
- Junction box is NEMA 4X FRP and includes numbered terminal block & wires with terminal block legend.

5. Documentation:

Scope includes:

- Submittals (hard copy and electronic) and
- O&M Manuals (hard copy and electronic).
- Startup Report
- PLC/HMI Program (electronic copy) – does not include programming software

6. Field Services:

Scope includes the following start-up services -

- On-site start-up and training services for:
 - One (1) trip consisting of four (4) consecutive days (8 hours per day, Monday-Friday) by a PWT field service engineer and/or qualified manufacturer's representative
- Services include:
 - Installation inspection
 - Commissioning of Volute* unit and Controls
 - Start-up of Ancillary equipment included in this Scope
 - Functional testing and calibration of equipment
 - Training on all equipment
- Phone consultation regarding installation will also be provided.
- Should additional services be deemed necessary by the PURCHASER, the additional services can be procured from PWT on a per diem basis. The current rate is \$1000 per day plus travel.

7. Delivery and Freight

- Submittals issued approximately two to four (2-4) weeks from receipt of written Purchase Order
- Delivery is approx. sixteen (16) weeks from receipt of written acceptance of Submittal documents^x
- Deliver to site for all components **is INCLUDED in the price.**

^x **PLEASE NOTE:** While seller believes this estimated delivery time to be a valid and realistic estimate, due to the uncertain nature of future business conditions, this does not constitute any form of guarantee regarding the delivery schedule.

EXCLUSIONS AND EXCEPTIONS:

The Following items are specifically excluded from this scope unless specifically noted otherwise:

- Taxes, permits, and bonding
- Any civil works including, but not limited to, any building works, construction of suitable foundations, and access structures.
- Installation including, but not limited to, mechanical, plumbing, and electrical hook-ups
- Unloading of delivered equipment on site and storage
- PLC/HMI Programming software unless specified elsewhere.

GOVERNING TERMS AND CONDITIONS AND WARRANTY

This scope is subject to Process Wastewater Technologies, LLC. Standard Terms and Conditions and Standard Warranty as attached. The following items are specific to this project:

Payment Terms:

Payment terms for this scope are as per the table below:

Trigger	Amount		Terms			Condition
Submittals	20	%	due NET	30	days	On Approval of Submittals
Delivery	70	%	due NET	30	days	On shipping, or the offer to ship
O&M	5	%	due NET	30	days	On Delivery of final O&M Manuals
Startup	5	%	due NET	30	days	On Completion of startup and any other services provided under this scope.

Validity

Validity of this proposal is strictly 30 days. Written authorization from seller is required to extend this.

Warranty

PW Tech warrants that the Products shall be free from defects in material and workmanship for the shorter period of: (i) twelve (12) months from the date of start-up; (ii) the warranty period for the third party good or service embodied in the Product; or (iii) eighteen (18) months from the delivery of the specified Product.

PRICE

Total price for the ES-302 and appurtenances as per this scope:

\$514,700.00

Options

Adder Price for a five (5) year warranty:

Substitute Conveyor #1 and #2 in lieu of a single conveyor, (per contract drawing:)

Deduct for non-supply of load leveling conveyor:

Deduct for Unitronics PLC/HMI in lieu of AB:

~~\$9,500.00~~

No Charge

(\$44,500.00) Contract \$470,200.00

(\$50,200.00) CO #1 \$420,000.00



Volute Dewatering Press Data Sheet - ES-302

Please note - All information here is generic and for preliminary reference only. Detailed dimensions, and other data is very project specific and this sheet has not been altered to reflect that. Project specific data would be available from PWTech at the appropriate time.

General Data	Over All Dimensions:	149" x 51" x 64" (L x W x H)	
	Optimal Space requirement of installation:	208" x 117" (L x W)	
	Minimum Opening dimensions for installation:	48" x 48"	
	Weight	Empty:	3100 lbs
		Operating:	4900 lbs
	MAX Solids throughput (Solids >4%):	700 Dry pounds per hour	
	MAX Hydraulic throughput (Solids <1%):	70 GPM	
	Power use:	2.9 HP	
Washwater use:	16 GPM intermittent, 24 GPH total		

Dewatering Drum	General	Dimension:	12" diameter x 61" long
		Quantity:	2
		Rings, Tierods, spacers:	Type 304 Stainless Steel
		Screw:	304 Stainless Steel with CoCr coating
	Drive info	Gear Motor Supplier:	Nissei Corporation
		Model:	FSW-55-750-T040 WEX
		Motor Power:	0.4 kW (0.54HP) 4-Pole
		Insulation:	TEFC / IP65
		Gear Reduction:	750 : 1

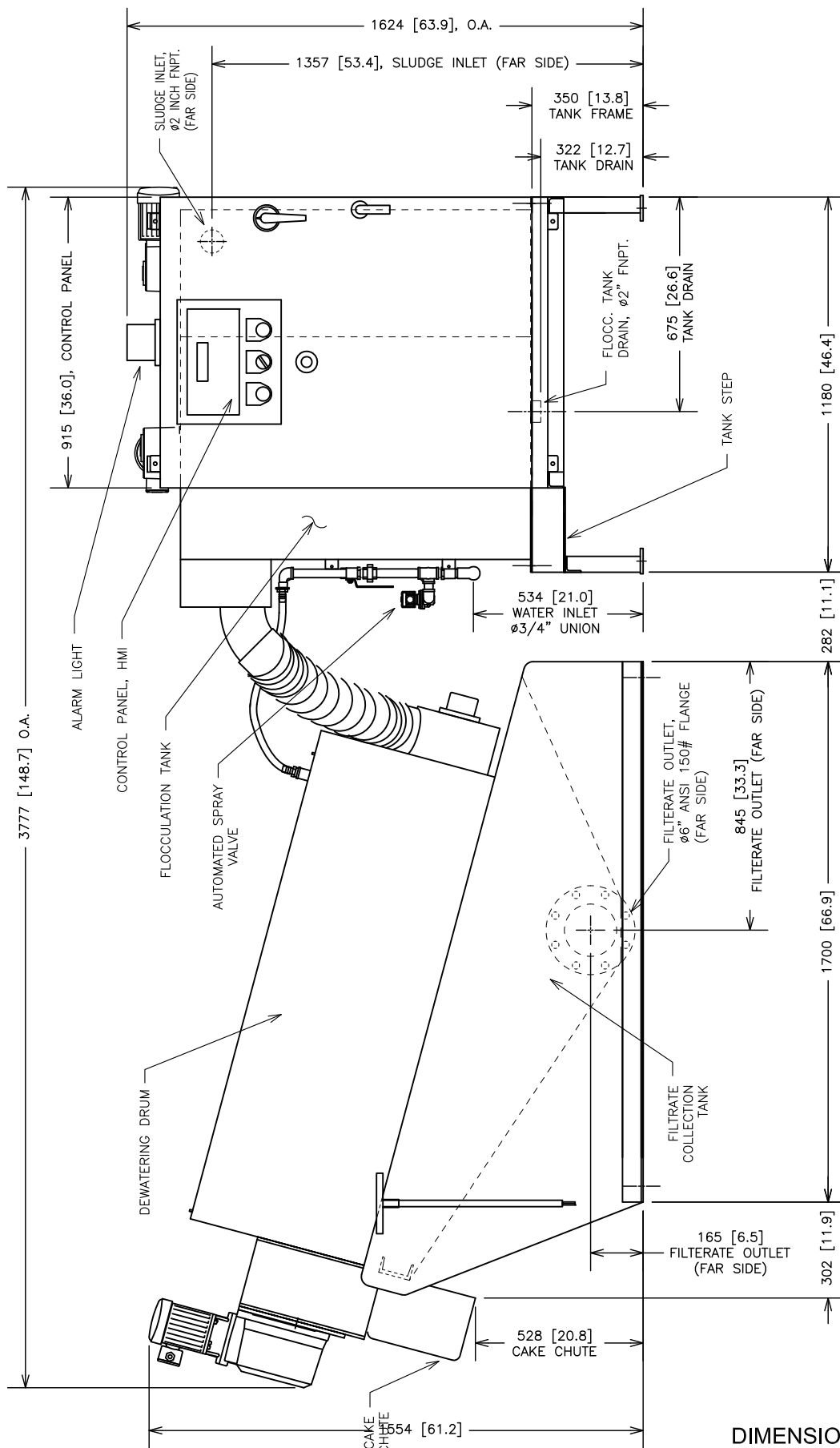
Flash mixing tanks	General	Dimensions:	16" x 28" x 39" (L x W x H)
		Volume	74.0 Gallons
		Working Volume:	64.7 Gallons
		Material	Type 304 Stainless Steel
	Drive Info	Gear Motor Supplier:	Nissei Corporation
		Model:	FSW-30-15-T020 WA
		Motor Power:	0.2 kW 4-Pole
		Motor Insulation:	TEFC / IP65
		Gear Reduction:	15 : 1

Flocculation tank	General	Dimensions:	27" x 27" x 40" (L x W x H)
		Volume	129 Gallons
		Working Volume:	103 Gallons
		Material	Type 304 Stainless Steel
	Drive Info	Gear Motor Supplier:	Nissei Corporation
		Model:	FSW-35-60-T040 WE
		Motor Power:	0.4 kW (0.54HP) 4-Pole
		Motor Insulation:	TEFC / IP65
	Gear Reduction:	60 : 1	

Electrical	General	Supply Voltage:	208/240/440/480 VAC
		Service:	3-Phase, 3-Wire (No Neutral)
		Control Voltage:	Dual - 24VDC & 115VAC
		Minimum Required Breaker Size:*	10 Amps * 480 VAC
	Panel	Typical Panel Size:	36"(w) x 48"(h) x 12"(d)
		Panel Material:	Type 304 Stainless Steel
		Panel Rating:	Nema 4X
		Standard Control Module:	Unitronics Unistream PLC

Polymer System	Supplier:	Velocity Dynamics, Inc.
	Model:	VM-5P-600-X0D
	Mixing Type:	Variable - Mechanical & Hydraulic
	Feed Pump Type:	Progressive Cavity
	Polymer Feed Capacity:	0.25 - 5 Gallons per hour
	Water Use:	60 - 600 Gallons per hour
	Dimensions:	24" x 34" x 42" (L x W x H)
	Weight:	~200 lbs

Connections	Feed Sludge:	2" FNPT Coupling
	Filtrate:	6" ANSI 150# Flange
	Drain:	2" FNPT Coupling
	Water:	3/4" FNPT Coupling
	Polymer Water Inlet:	1" FNPT
	Polymer Solutions Outlet:	1"FNPT
	Raw Polymer Feed Inlet:	1"FNPT



DIMENSIONS: MM [INCHES]

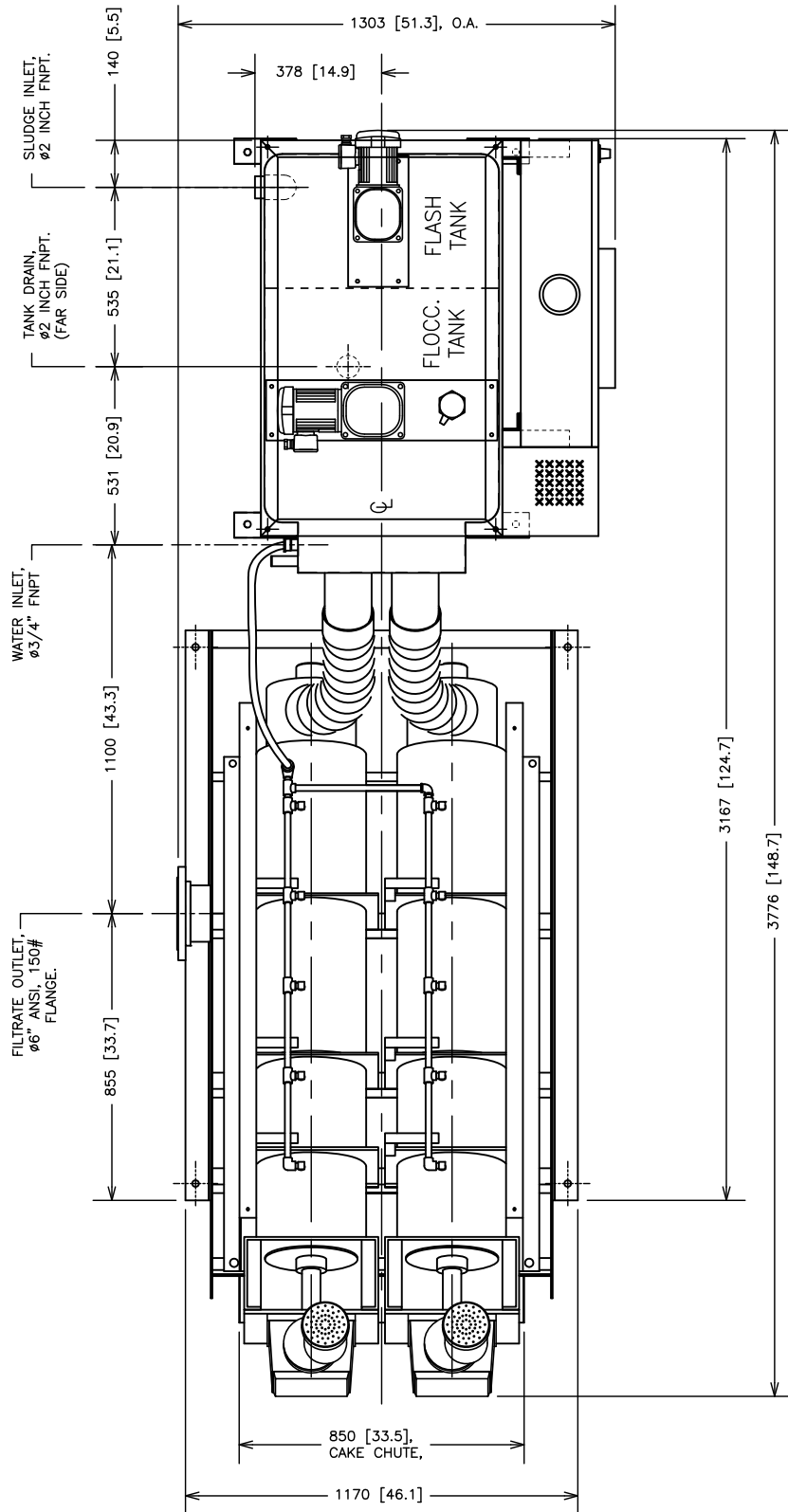
SIDE ELEVATION

**ALL METAL COMPONENTS ARE STAINLESS STEEL



VOLUTE DEWATERING PRESS
ES302 GA
ELEVATION

MODEL# PWT VDP ES302	SCALE
DATE JULY 2016	NTS
DRAWN PWTech Inc.	SHEET
APPROV. ALEX DAVEY	1 OF 4



DIMENSIONS: MM [INCHES]

PLAN VIEW

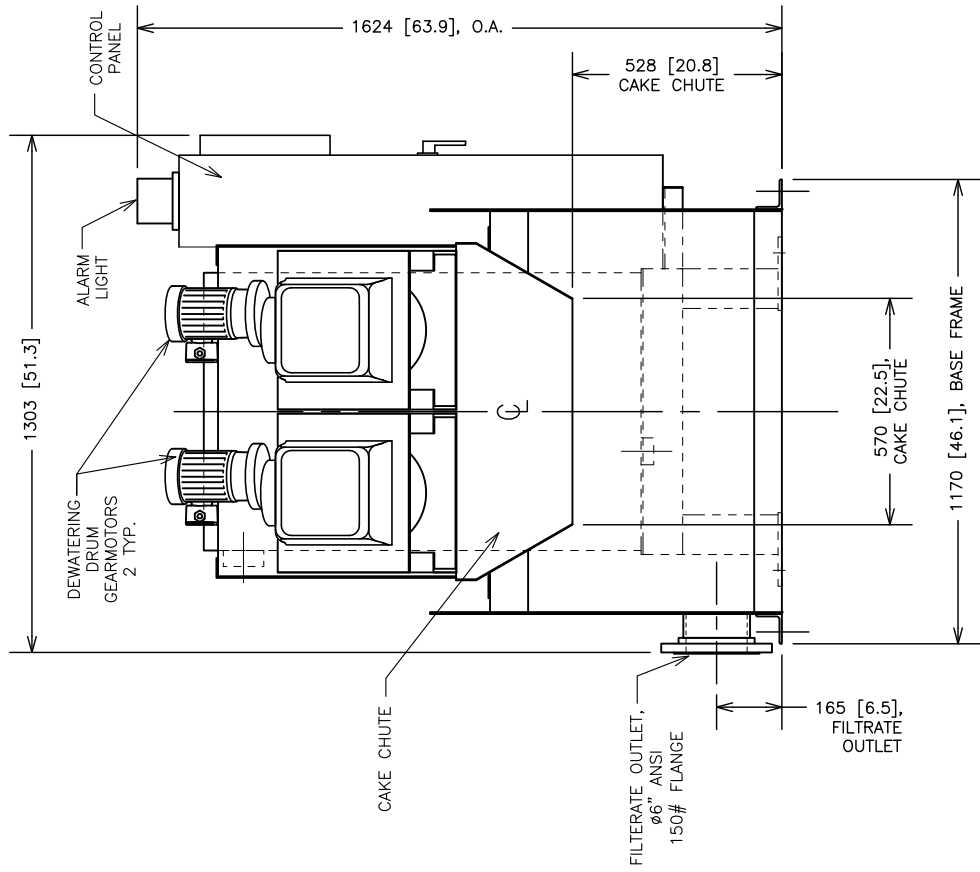
**ALL METAL COMPONENTS ARE STAINLESS STEEL



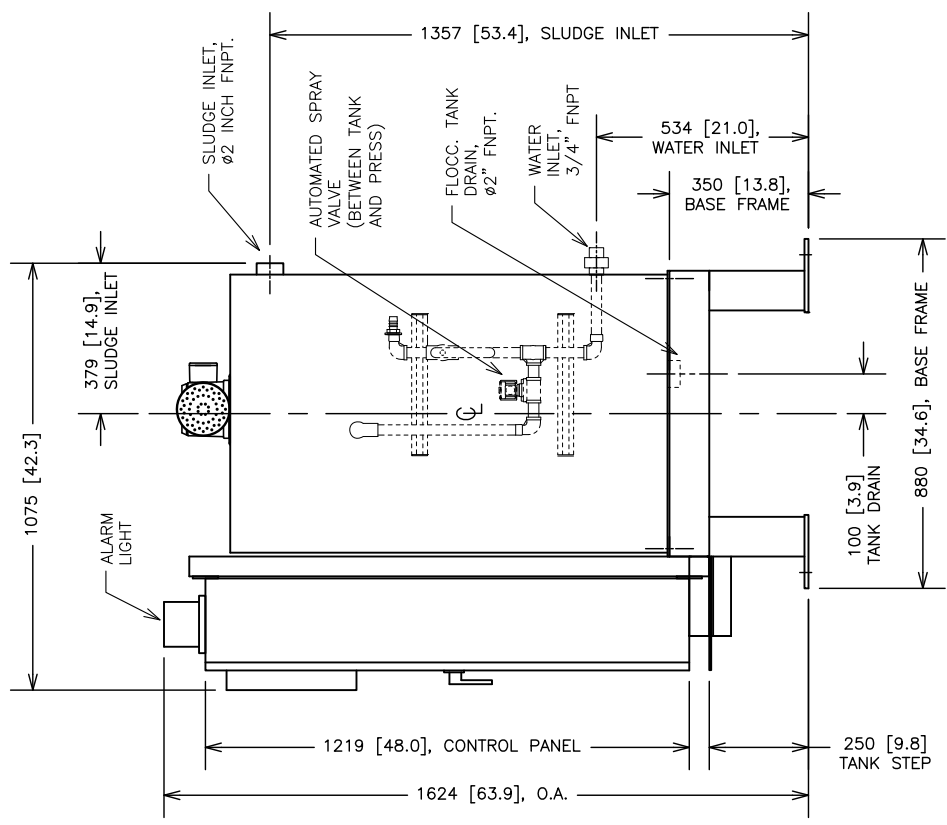
VOLUTE DEWATERING PRESS
ES302 GA
PLAN

MODEL# PWT VDP ES302
DATE JULY 2016
DRAWN PWTech Inc.
APPROV. ALEX DAVEY

SCALE
NTS
SHEET
2 OF 4



PRESS END ELEVATION



TANK END ELEVATION

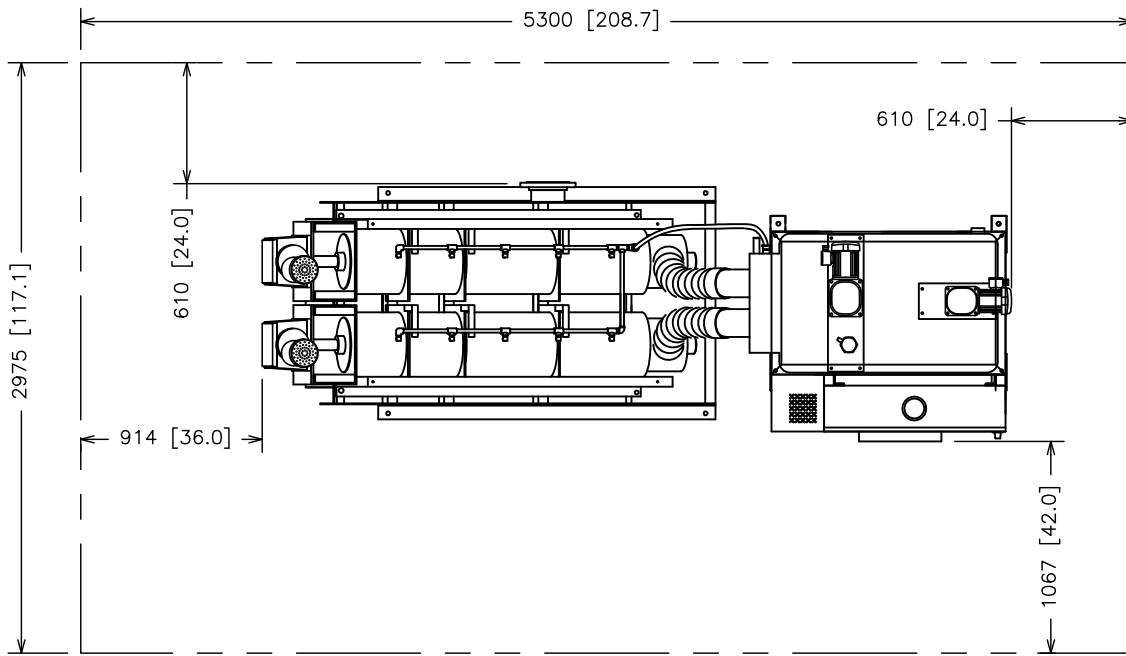
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**ALL METAL COMPONENTS ARE STAINLESS STEEL



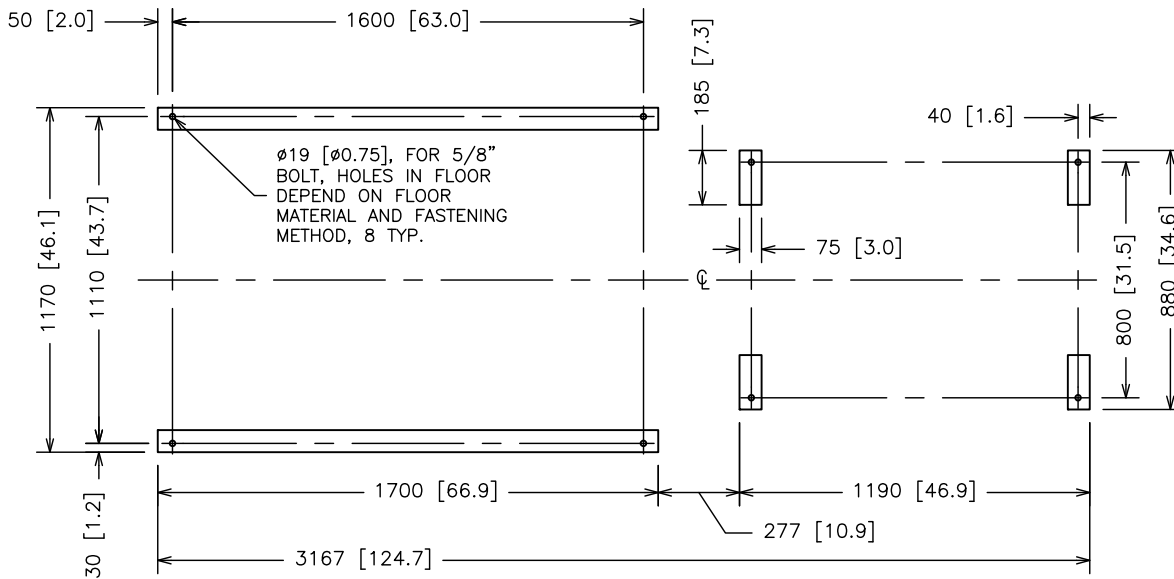
VOLUTE DEWATERING PRESS
ES302 GA
PRESS AND TANK END ELEV.

MODEL# PWT VDP ES302	SCALE
DATE JULY 2016	NTS
DRAWN PWTech Inc.	SHEET
APPROV. ALEX DAVEY	3 OF 4



RECOMMENDED MAINTENANCE SPACE

**ALL METAL COMPONENTS ARE STAINLESS STEEL



FOOTPRINT AND ANCHOR POINTS

DIMENSIONS: MM [INCHES]



**VOLUTE DEWATERING PRESS
ES302 GA
END & REQ. MAINT. SPACE**

MODEL# PWT VDP ES302

DATE JULY 2016

DRAWN PWTech Inc.

APPROV. ALEX DAVEY

SCALE

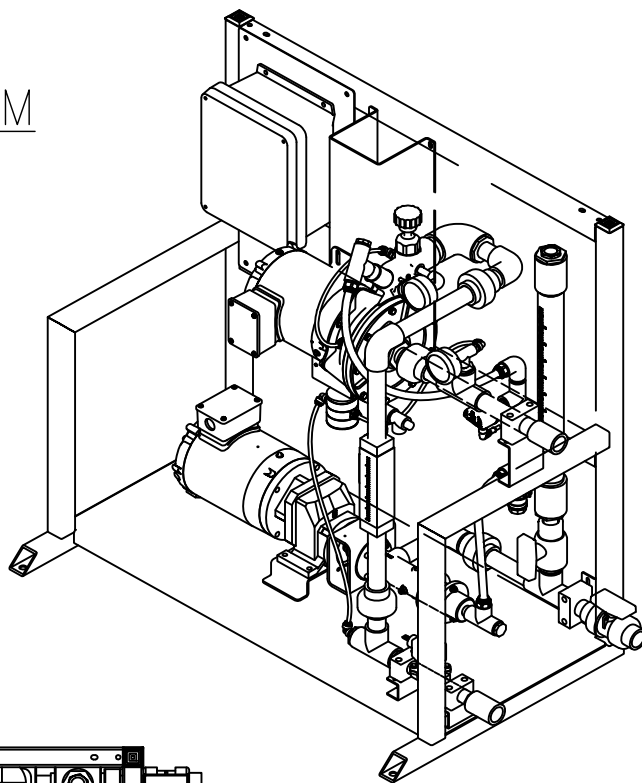
NTS

SHEET

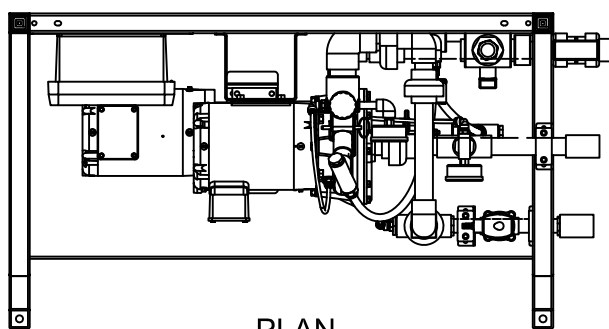
4 OF 4

PWTECH STANDARD SUPPLY POLYMER PREPARATION SYSTEM

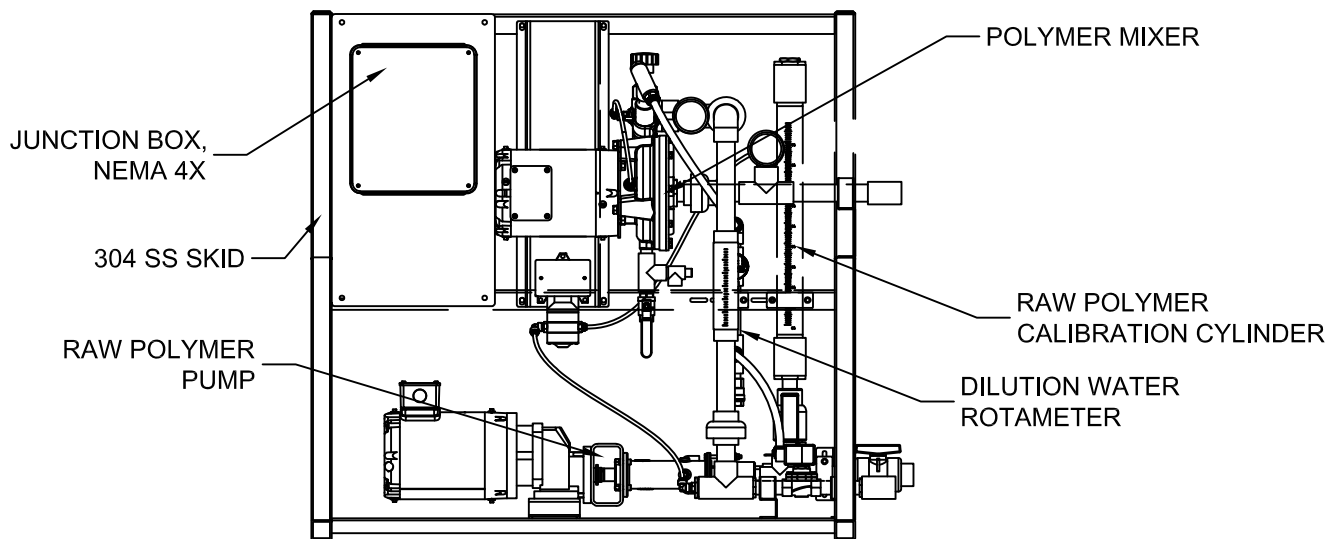
(1P TO 10P MODELS)



ISOMETRIC



PLAN



ELEVATION

DIMENSIONS: INCHES [mm]

JUNCTION BOX,
NEMA 4X

304 SS SKID

RAW POLYMER
PUMP

POLYMER MIXER

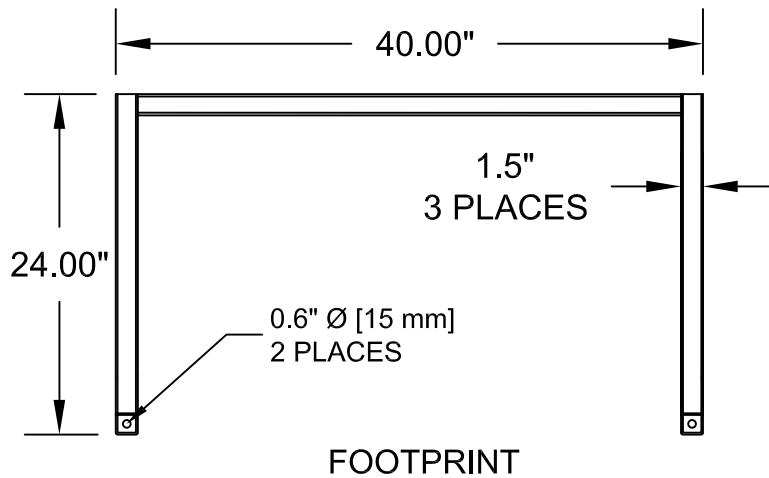
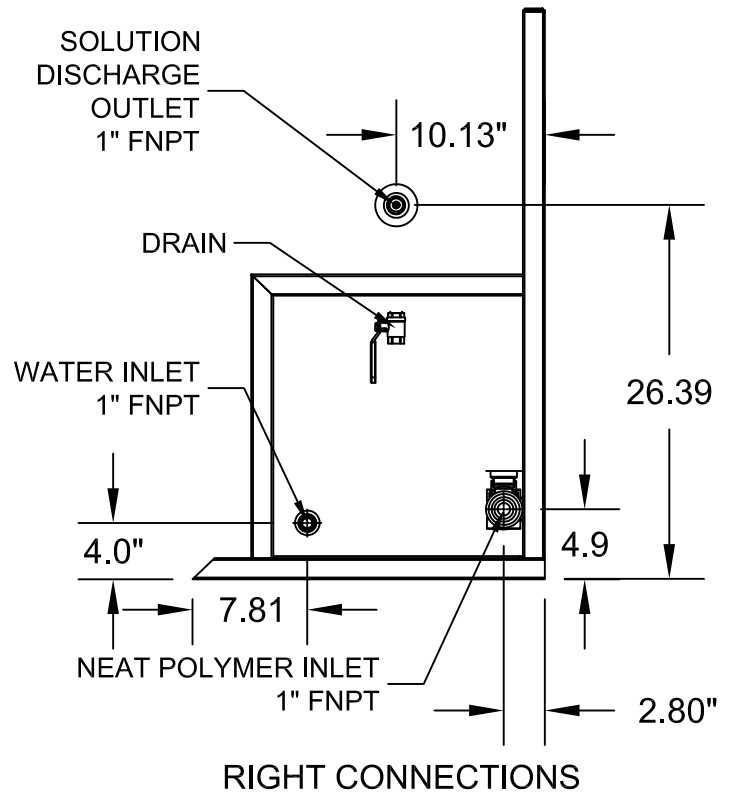
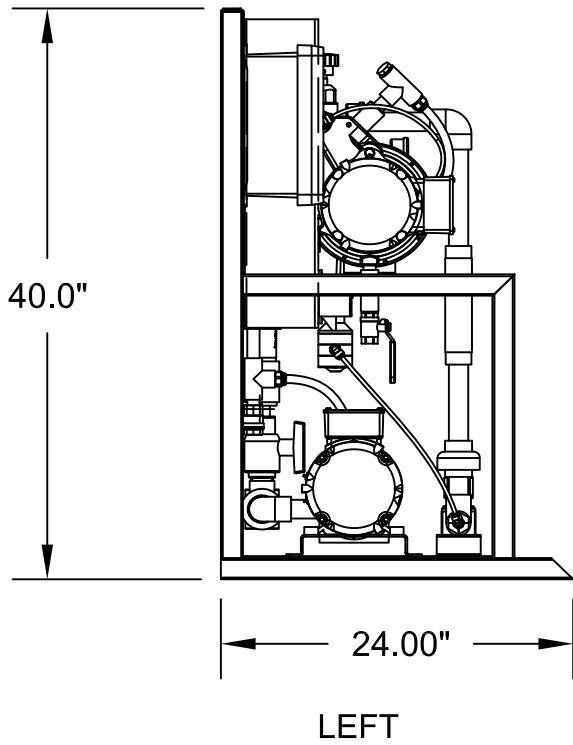
RAW POLYMER
CALIBRATION CYLINDER

DILUTION WATER
ROTAMETER



VELODYNE POLYMER BLENDING SYSTEM
VM-XXP-XXX-X0D-1C
LEFT, RIGHT AND ISOMETRIC

JOB# VM-XXP-XXX-X0D-1C	SCALE
DATE 21 March 2024	NTS
DRAWN PWTech Inc.	SHEET
APPROV. ALEX DAVEY	1 OF 2



VELOBLEND MODEL:
VM-XXP-XXX-X0D-1C

DILUTION WATER:
ø1" FNPT INLET

POLYMER:
ø5/8" HOSE BARB INLET

SOLUTION:
ø1" FNPT OUTLET

DRAIN:
DOES NOT NEED TO BE
CONNECTED IN ALL CASES

DIMENSIONS: INCHES [mm]



VELODYNE POLYMER BLENDING SYSTEM
VM-XXP-X0D-0-D-1C
SIDES AND FOOTPRINT

JOB# VM-XXP-XXX-X0D-1-C	SCALE
DATE 21 March 2024	NTS
DRAWN PWTech Inc.	SHEET
APPROV. ALEX DAVEY	2 OF 2

Process Wastewater Technologies, LLC. Standard Terms and Conditions

These terms and conditions ("Terms") shall exclusively govern the sale of all goods ("Products") and related services ("Services") by Process Wastewater Technologies, LLC. ("PWT") to the party ("Buyer") that issued a Purchase Order in accordance with, and/or signed and accepted the PWT Proposal ("Proposal"), and upon execution, the "Order" along with the Terms and the PWT Standard Limited Warranty attached hereto, the "Agreement").

Item 1. ACCEPTANCE

Buyer may accept this Agreement by executing the Proposal and returning it to PWT or by issuing a written purchase order that is accepted in writing by PWT or by executing an acceptance of offer in lieu of purchase order. No oral acceptance shall be effective. This Agreement is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No agent, employee or representative of PWT has any authority to bind PWT to any affirmation, representation or warranty concerning the equipment, components or related services sold under this Agreement, unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within this Agreement, otherwise it has not formed a part of the basis of this Agreement and shall not in any way be enforceable.

Item 2. CANCELLATION

Once the Buyer has executed the Proposal and submitted it to PWT, Buyer shall have no right to cancel this Agreement or any part thereof, except under the conditions specified in this provision or otherwise agreed to in writing by both parties. Any cancellation by Buyer of this Agreement must be in writing and shall be deemed effective upon receipt by PWT. In the event of cancellation by Buyer prior to the commencement of production of the Products specified under the applicable Order, Buyer shall pay PWT a cancellation charge equal to all of the costs incurred by PWT under the applicable Order up to the time of cancellation, plus fifteen percent (15%) of the full Order amount. In the event that production of the Products under the Order has commenced prior to cancellation, Buyer shall pay a cancellation charge equal to all of the costs incurred by PWT under the applicable Order up to the time of cancellation, plus an amount equal to the greater of: the value of the Products already completed under the applicable Order; or fifteen percent (15%) of the full order amount under the applicable Order.

Item 3. PRICES

Unless otherwise stated in the Proposal, prices are in United States Dollars (US\$) and are F.O.B. Point of Origin. Charges for Services not stated in the Proposal (including, but not limited to, on-site technical assistance performed by a factory technical representative) are not included and must be purchased pursuant to a separately executed agreement between the parties.

Item 4. VALIDITY

Unless otherwise specified and subject to PWT's acceptance as described herein, the Proposal is valid for (30) thirty days and is subject to review thereafter. Prices may be extended beyond thirty (30) days only if confirmed in writing by PWT.

Item 5. PAYMENT TERMS

Buyer's payments shall be made in accordance with the terms and conditions of the Proposal. If no payment terms are set forth in the Proposal, then the payment terms are (a) thirty percent (30%) of the purchase price under the applicable Order shall be invoiced net five (5) days upon execution of the Proposal by Buyer; (b) sixty percent (60%) of the purchase price under the applicable Order shall be invoiced net thirty (30) days upon shipping, or upon PWT's offer to ship; (c) five percent (5%) of the purchase price to be invoiced net thirty (30) days upon delivery of Operation and Maintenance manuals and (d) the remaining five percent (5%) will be invoiced net thirty (30) days upon completion and/or performance of all related Services under the applicable Order. Interest will be charged on the unpaid invoiced balance at the rate of one and a half percent (1½%) per month for any amount received after thirty (30) days from the date of invoice. Any collection costs and/or attorney fees incurred by PWT in order to collect payment due will be invoiced to the Buyer, and Buyer agrees to pay said costs. In addition to the foregoing rights, PWT may suspend the shipping of any Products if the Buyer has failed to PWT in a timely manner.

Item 6. FEES AND TAXES

Buyer shall pay directly or reimburse PWT for payment of any and all applicable customs, sales, use, excise or other fees and taxes associated with the production and delivery of Products and PWT's performance under this Agreement. Buyer is responsible for and bears the risk of establishing, if applicable, a valid exemption from any tax, and shall indemnify, defend and hold PWT harmless for any loss, cost, or expense relating to any such exemption.

Item 7. DELAYED SHIPPING

Unless otherwise specified in the Proposal, if Buyer specifies a shipping date more than eight (8) months from the date of Buyer's acceptance of the Proposal, the price stated in the Proposal for the same goods shall be increased by a figure equal to the greater of (a) one percent (1%) per month (or part thereof), or (b) the average percentage increase of the stainless-steel and electronics commodity prices measured among the Consumer Price Index and the Producer Price Index or their successor indices as of the date of such acceptance and the shipping date. If PWT incurs a delay in



production of the Products due to force majeure events or supply chain issues of more than three (3) months or its suppliers have materially increased its costs as reasonably demonstrated to Buyer by PWT, then the Products costs shall be adjusted by the percentage increase of the stainless steel commodity price as measured by Producer Price Index or its successor index as of the date of such acceptance and the manufacturing date of the Products.

Item 8. FINANCIAL RESPONSIBILITY OF BUYER

If at any time before shipment, Buyer's financial ability to pay becomes impaired or unsatisfactory, PWT shall have the right to require Buyer to make payment or provide other assurances in full before shipment. In addition, if at any time before shipment, any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, PWT shall have the right to cancel an Order and/or terminate this Agreement and Buyer shall pay PWT a cancellation charge equal to all of the costs incurred by PWT up to the time of termination, plus fifteen percent (15%) of the purchase amount under the applicable Order(s).

Item 9. SHIPPING

Unless otherwise specified, all equipment and components will be shipped in one lot by the lowest cost method at the discretion of PWT. Any additional shipping requests by Buyer may be subject to additional shipping and handling charges. All shipments shall be F.O.B. – point of origin - the PWT manufacturing facility. Delivery to the carrier shall constitute delivery to Buyer for purpose of transfer of title, risk of loss or damage in transit. Buyer is responsible for obtaining any desired cargo insurance and shall pursue any loss or damage claims solely with the carrier.

Item 10. DELIVERY SCHEDULE

Unless otherwise specified, delivery dates under this Agreement and each Order are approximate, and failure to meet an exact delivery date shall not constitute a breach of this Agreement.

Item 11. INSPECTION

Upon reasonable advance written notice, Buyer or Buyer's representative may inspect the Products prior to shipment at the PWT point of origin at a time mutually agreeable to both parties. Inspection will be allowed only inasmuch as such inspection does not unreasonably interfere with PWT's production work flow. Complete details of any requested inspection must be submitted to PWT in writing, at least two weeks in advance of the requested inspection date. Any inspection under this provision must be completed prior to shipment of any goods under the applicable Order.

Item 12. OFFER BASIS

This Agreement is exclusively based upon drawings and specifications in the possession of PWT at the time of this Agreement and the applicable Order. PWT expressly reserves the right to modify the price and other terms of this Agreement as reasonably determined by PWT, should

additional drawings, documents, amendments, clarifications or other addenda be required to produce or deliver the Products under an applicable Order.

Item 13. LIMITED WARRANTY

PWT's warranty liability under this Agreement is limited to the terms listed in the PWT Standard Limited Warranty that accompanies these Terms and is incorporated herein by reference. No other warranty, express or implied, is made with respect to the Products and/or services provided under this Agreement.

Item 14. MEET AND CONFER

The parties shall amicably work together to negotiate and resolve any controversy or dispute arising out of, or in connection with this Agreement or its interpretation, performance or non-performance or breach thereof. In particular, in the event of a disagreement, the parties shall meet and confer and attempt in good faith to resolve their differences. At the written request of the aggrieved party, a face-to-face meeting between decision-makers of the parties shall be arranged at the offices of the non-aggrieved party. Such a meeting shall occur within thirty (30) days of the delivery of the written request of the aggrieved party, unless otherwise agreed by the parties.

Item 15. FORCE MAJEURE

Neither party will be deemed in default of this Agreement to the extent that performance of its obligations (other than payment of money) or attempts to cure any breach are delayed or prevented by reason of any event beyond the reasonable control of such party, including any act of God (*i.e.*, fire, earthquake, natural disaster), act of government (*i.e.*, war, terrorism, embargo), or any other act or circumstance that is beyond the reasonable control of such party, provided that such party gives the other party prompt written notice thereof. Any delays caused by Buyer which impact costs associated with the Products may result in additional fees.

Item 16. GOVERNING LAW

Subject to Section 14, all disputes and matters arising under, in connection with, or incidental to this Agreement shall be litigated, if at all, in and before the Circuit Court of Baltimore County, Maryland, USA to the exclusion of other courts of other states, the United States or other countries and to the exclusion of other venues. The parties expressly consent to the exclusive jurisdiction of this court and agree that this venue is convenient and not to seek a change of venue or to dismiss this action on the grounds of forum non conveniens, and not to remove any litigation from that court to a federal court. This Agreement shall be construed in accordance with and governed by the substantive laws of the State of Maryland, to the extent state law applies. An action for breach of this Agreement must be commenced within one (1) year after the cause of action has accrued.



Item 17. WAIVER AND MODIFICATION

No waiver by either party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision of this Agreement shall constitute a waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, condition or provision. No modification, amendment, extension, renewal, rescission, termination or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon either party unless in writing and signed by both parties.

Item 18. SEVERABILITY

Any provision of this Agreement which is invalid, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective solely to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Item 19. ASSIGNMENT AND DELEGATION

Buyer shall not have the right to assign or delegate this Agreement or its interest in or obligations under this Agreement without the prior written consent of PWT, which shall not be unreasonably withheld. The merger, acquisition, reorganization, or other restructuring of Buyer shall not constitute an assignment under the terms of this Agreement provided the surviving entity has assumed all of the obligations of PWT under this Agreement pursuant to a written confirmation. Subject to the foregoing, the rights and obligations of the parties to this Agreement shall be binding upon, and enforceable by their respective heirs, successors and permitted assigns.

Item 20. CONFIDENTIALITY

The parties recognize that, in the course of their dealings, each may come into possession of information relating to the business of the other which is not generally known in the industry, which reasonably or logically may be considered to be confidential or proprietary and which might reasonably be expected to do harm to the other if divulged ("Confidential Information"). Each party agrees to keep the Confidential Information confidential and not to disclose it, in whole or in part, to any third persons whatsoever, nor even to any of its own employees except those having a "need to know," and otherwise to protect the confidentiality of such Confidential Information in accordance with reasonable industry practices. Confidential Information of a party shall no longer be subject to the foregoing restrictions (a) if it is or becomes available to the public through no fault of the other party, (b) if it is otherwise known to the other party as shown by written records of the other party at the time of disclosure of the Confidential Information, (c) if, subsequent to disclosure hereunder, it is obtained by the other party on a non-confidential basis from a third party who has the right to disclose such information or (d) if it is required to be disclosed pursuant to a court order, so long as the non-disclosing party

is given adequate notice and the ability to challenge the required disclosure. Confidential Information will include the terms and conditions of this Agreement. Each receiving party shall immediately notify the disclosing party in writing if the receiving party reasonably determines that there has been an unauthorized access, use or receipt of the disclosing party's Confidential Information.

Item 21. NOTICES.

Any notice given under this Agreement shall be given when delivered in person or by registered or certified mail, postage prepaid, return receipt requested or by other delivery service providing evidence of receipt to the party to whom such notice is to be given at the address set forth above or at such other address as either party shall hereafter give notice of to the other in writing.

Item 22. INDEPENDENT CONTRACTOR.

Buyer has no authority to bind PWT in any contractual manner or to represent to others that the relationship between the other is other than stated herein.

Item 23. INTELLECTUAL PROPERTY

Except as expressly set forth in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other party's intellectual property (including, but not limited to, firmware, technology, data, or software) or any third party's intellectual property. Buyer acknowledges that, as between the parties, PWT retains all right, title, and interest in and to all components of the PWT Products and related intellectual property rights (collectively, the "PWT IP"). PWT hereby grants the Buyer a non-exclusive, irrevocable, worldwide, perpetual, royalty-free right and license to the PWT intellectual property solely as it is embodied in the Products and solely for the purposes of operating and using the Products.

Item 24. INDEMNIFICATION

Buyer hereby agrees to defend, indemnify and hold harmless the PWT, its directors, officers, employees, agents, and any assignee from and against any and all losses, damages, injuries, claims, suits, demands, judgments, decrees, losses, costs, expenses and liabilities, including, but not limited to attorneys' fees and courts costs asserted against, imposed upon or incurred by PWT arising from: any claim that manufacture or use of the Products (or their specifications) infringes upon a third party intellectual or proprietary right, including, but not limited to, patent, copyright, trademark, trade secret or any other intellectual or proprietary right where Buyer provided the specifications therefore.



Process Wastewater Technologies, LLC Standard Limited Warranty

Item 1. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE SET FORTH HEREIN, THE PRODUCTS ARE PROVIDED "AS IS" AND PWT DOES NOT MAKE ANY OTHER STATUTORY, EXPRESS WARRANTIES OR ANY IMPLIED WARRANTIES WITH RESPECT TO THESE PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, INFRINGEMENT, TITLE, OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

PWT does not assume and expressly disclaims any liability for (i) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES which anyone may suffer as a result of the sale, delivery, service, use, or loss of use, of any Products and/or services provided by PWT, or (ii) any charges or expenses of any nature which are incurred without the prior written consent of PWT. Without limiting the foregoing, PWT does not warrant that any Products provided are free from any claim of any third person by way of infringement or the like, and PWT expressly disclaims any liability for any claim of infringement or the like that may result from the sale, delivery, service, use, or loss of use of any Products and/or services provided by PWT.

PWT's total liability under this Agreement or in connection with any claim involving any Products or services is expressly limited to the purchase price of the goods set forth in the applicable Order and/or services in respect of which damages are claimed.

Item 2. DEFECTS WARRANTY

Unless otherwise set forth in the Proposal, PWT warrants that the Products shall be free from defects in material and workmanship for the shorter period of: (i) twelve (12) months from the date of start-up; (ii) the warranty period for the third party good or service embodied in the Product; or (iii) eighteen (18) months from the delivery of the specified Product.

PWT's sole obligation and Buyer's exclusive remedy under this Agreement is expressly limited to the repair or replacement of any Product or parts of the Product or at the option of PWT, a refund of the purchase price, of any Product or parts which are return to PWT freight prepaid; provided that PWT determines in its sole discretion that the Product is defective, failed prematurely or has faulty workmanship or materials.

Item 3. PRODUCTS OF OTHER MANUFACTURERS

Unless otherwise set forth in the Proposal, PWT makes no warranty with regard to any products not manufactured by PWT, including but not limited to, electrical components, firmware, equipment and motors.

Item 4. TYPES OF DAMAGES AND CLAIMS FOR WHICH PWT LLC IS NOT RESPONSIBLE

The following non-exclusive list of items are specifically not covered by the PWT Standard Limited Warranty and, in the event of their occurrence, will render the PWT Defects Warranty null and void:

- defects which are caused by improper installation, improper or abnormal use or operation, or improper storage or handling;
- defects caused by the failure of the Buyer to perform and log normal preventative maintenance;
- defects caused by the use of replacement parts not approved in writing by PWT;
- defects caused by repairs by persons not authorized in writing by PWT;
- defects caused by modifications or alterations made by the Buyer; and/or
- any damage to our any Product occurring while it is in the possession of the Buyer.

Item 5. EQUIPMENT SAFETY PARAMETERS

With respect to operation of the Products, it is the responsibility of the Buyer to define and provide any safety device(s) or associated safety device(s) (other than that which is ordinarily furnished by PWT) which may be necessary and/or required, and to establish safety procedures and operational instructions to safeguard the operator(s) during maintenance, cleaning, or any use of the Products whatsoever, and to subsequently ensure that the Products are operated in conformance with all applicable safety procedures, laws, regulations and instructions.

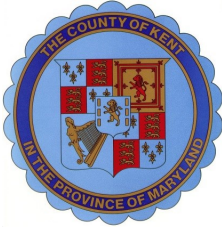
It is also the responsibility of the Buyer to enforce all safety regulations and operational instructions and to maintain the Product in a safe condition (e.g., guards in place; warning, caution and/or important labels affixed; electrical boxes secure; interlocks operational; etc.). In particular, all warning, caution and/or important labels must be maintained in a readable condition, and if necessary, replaced with new labels.

Additionally, as the nature of the Product does not always make it possible to fully prevent operator access from rotating components, maintenance or cleaning of any nature must not be performed on the Products without first disconnecting all power.

Item 6. OPERATOR SAFETY COMPLIANCE

Buyer warrants and agrees that because it has sole control over the Product, it shall be solely responsible for safety compliance. Operator access and use of Products, and full compliance with all provisions of the Operator Safety section of PWT Instruction Manuals are essential and the user's responsibility; the provisions of that section being expressly incorporated herein.





#9 - Thomas N. Yeager, County Attorney
1/9/2025
County Commissioners Meeting

Item Summary:

Certificate of Satisfaction

ATTACHMENTS:

Description

01.07.25 Certification of Satisfaction, Harold and Joyce Somerville

CERTIFICATE OF SATISFACTION

KNOW ALL MEN BY THESE PRESENTS:

That, the Board of County Commissioners of Kent County does hereby acknowledge that the indebtedness secured by a certain Mortgage made by Harold Somerville and Joyce Somerville, dated April 22, 2008, and recorded among the Land Records of Kent County, Maryland, in Liber M.L.M. No. 566, folio 246, and modified pursuant to a Mortgage Modification Agreement, dated August 26, 2008, and recorded among the Land Records of Kent County, Maryland in Liber M.L.M. No. 580, folio 234 has been fully paid and discharged, that The Board of County Commissioners of Kent County was, at the time of satisfaction, the holder of the Deed of Trust/Mortgage, and that the lien of the Mortgage is hereby released.

Witness the hands and seals of the holders of said Mortgage this _____ day of January, 2025.

Attest:

THE BOARD OF COUNTY
COMMISSIONERS
OF KENT COUNTY

Witness

BY: _____

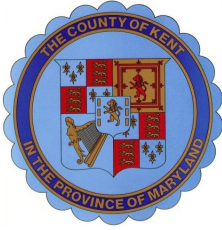
RONALD H. FITHIAN, President

State of Maryland, County of Kent, to wit:

I hereby certify that on this _____ day of January, 2025, before me, the subscriber, personally appeared Ronald H. Fithian, and represented himself to be the President of the Board of County Commissioners of Kent County, the holder of the Mortgage referred to above and that as such officer, being authorized to do so, executed the foregoing Certificate of Satisfaction for the purposes therein contained, by signing the name of said corporation as such officer, and that the facts set forth therein are true.

Notary Public

My Commission Expires: _____



**Thomas N. Yeager, County Attorney, and Bonnie S. Pearsall, Inspector,
Kent Alcohol and Tobacco Enforcement
1/9/2025
County Commissioners Meeting**

Item Summary:

Coleman's Tavern

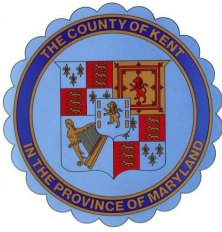
Carolyn M. Jones, President/Treasurer

Judy C. Dashiell, Vice President/Secretary

Brandee J. Vaughan, Member

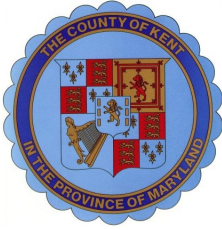
ATTACHMENTS:

Description



Thomas N. Yeager, County Attorney
1/9/2025
County Commissioners Meeting

Item Summary:
Public Hearing Protocols



**POSTPONED - Bill Mackey, Director, Planning, Housing, and Zoning
1/9/2025
County Commissioners Meeting**

Item Summary:

POSTPONED - Second Reading Code Home Rule 9-2024 Fox Hunting Club, Dog Kennel

ATTACHMENTS:

Description

12.17.24 CHR Bill No. 9-2024 Fox Hunting Club Dog Kennel- Public Notice signed - POSTPONED
WATERMARK

CHR Bill No. 9-2024 Fox Hunting Club Dog Kennel Draft



The County Commissioners of Kent County

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

December 3, 2024
Legislative Session Day

Legislative Session Day
December 3, 2024

CODE HOME RULE BILL NO. 9-2024

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

AN ACT to amend Chapter 222, Zoning, of the Code of Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, in order to add a new land use and to permit said new land use in a single district as an accessory use: (1) by adding "10. Dog Kennel, Fox Hunting Club" to Article V. District Regulations, Section 2. Resource Conservation District, §2.4 A. Accessory Uses; (2) by adding a definition for "Dog Kennel, Fox Hunting Club" to Article XI. Definitions, Section 2. Definitions; (3) by including one non-codified provision; and (4) by providing for an effective date related to the required Critical Area Commission review and approval of the zoning text, per Md. Code Ann., Natural Resources § 8-1809, as the same may be amended from time to time.

A hearing will be held on January 7, 2025, at 6:00 p.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online 24 hours in advance of the meeting at 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 no later than noon on Friday, January 3, 2025.

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.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 12/12/24 & 12/19/24

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

December 3, 2024
Legislative Session Day

Legislative Session Day
December 3, 2024

CODE HOME RULE
BILL NO. 9-2024

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

AN ACT to amend Chapter 222, Zoning, of the Code of Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, in order to add a new land use and to permit said new land use in a single district as an accessory use: (1) by adding “10. Dog Kennel, Fox Hunting Club” to Article V. District Regulations, Section 2. Resource Conservation District, §2.4 A. Accessory Uses; (2) by adding a definition for “Dog Kennel, Fox Hunting Club” to Article XI. Definitions, Section 2. Definitions; (3) by including one non-codified provision; and (4) by providing for an effective date related to the required Critical Area Commission review and approval of the zoning text, 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

Ronald H. Fithian, President

INTRODUCED, read the first time, December 3, 2023, ordered posted and public hearing scheduled on **Month Day, 2025**, at 10:00 a.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of the time and place of the hearing and copies having been made available to the public and the press, a public hearing was held on **Month Day, 2025**. Reported favorably **[with]** **[without]** amendments; read the second time and ordered to be considered on **Month Day, 2025**, a legislative session day.

BILL NO. 9-2024

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

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

A BILL ENTITLED CHR 9-2024 FOX HUNTING CLUB, DOG KENNELS IN RCD

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

SECTION 1.

**ARTICLE V.
DISTRICT REGULATIONS**

SECTION 2. RESOURCE CONSERVATION DISTRICT (RCD)

...

2.4 ACCESSORY USES

A. The following accessory uses are allowed on all farms in the Resource Conservation District

...

9. Waste management structures, where not otherwise stipulated in this Ordinance, provided:

a. Waste management structures shall be a minimum of 600 feet from all property lines.

b. No waste management structure shall be in the 100-year floodplain.

c. The operation is managed according to waste and nutrient management plans, approved by the Natural Resources Conservation Service, University of Maryland Extension Service, and the Kent County Health Department.

10. DOG KENNEL, FOX HUNTING CLUB, PROVIDED:

A. KENNELS ARE 200 FEET FROM ANY SIDE OR REAR LOT LINE OR IN AN EXISTING BUILDING

B. WASTE IS PROPERLY MANAGED

SECTION 2.

**ARTICLE XI.
DEFINITIONS**

SECTION 2 DEFINITIONS

...

94. Dog Kennel, Commercial - The keeping of any dog or dogs, regardless of number, for breeding, sale, boarding, or treatment purposes, except in an animal hospital, dog parlor,

or pet shop as permitted by these regulations. The keeping of five or more dogs, six months or older, for any purpose.

94.5 DOG KENNEL, FOX HUNTING CLUB. THE KEEPING OF HOUNDS OWNED BY FOX HUNTING CLUB FOR THE PURPOSE OF PARTICIPATING IN THE SPORT OF FOX CHASING, BREEDING OF HOUNDS TO PERPETUATE THE SPORT OF FOX CHASING AND TRAINING THE HOUNDS FOR THE SPORT OF FOX CHASING.

...

SECTION 3.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that the County planning staff are hereby instructed to prepare corresponding text amendments and include them within the body of any proposed legislation related to re-adoption of the Land Use Ordinance via Comprehensive Rezoning, which is to be prepared by County staff following review and comment by the Critical Area Commission.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

SECTION 4.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall be adopted on the _____ day of _____, 2025; however, the provisions of this Act shall take effect on the _____ day of _____, 2025, 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 _____, 2025.

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

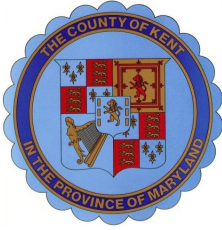
John F. Price, Member

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.

BILL NO. 9-2024

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

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



Bill Mackey, Director, Planning, Housing, and Zoning
1/9/2025
County Commissioners Meeting

Item Summary:

Public Hearing and consideration of an Amended Resolution granting growth allocation to one additional area that was re-designated on the Comprehensive Rezoning Update's new Zoning Map with a new Critical Area designation that comprises 3.139 acres of new Marine (M) zoned area.

As part of the approval process, the Maryland Critical Area Commission (CAC) also reviews and approves growth allocation applications. The County's practice is to provide advance copies of materials to State agencies to facilitate the process and, if needed, receive early feedback on projects. DPHZ staff have been in contact regarding this growth allocation application with CAC staff who are familiar with the project.

ATTACHMENTS:

Description

Notice for Public Hearing to Grant Allocations

Amended Resolution re Growth Allocation for Comprehensive Rezoning 2025-01-07

Exhibit A - Findings of Fact for Growth Allocation_AMENDED_2025

Map depicting Subject Parcels at Haven Harbour South

2024 Kent County Growth Allocation Policy (GAP)



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

NOTICE OF PUBLIC HEARING KENT COUNTY, MARYLAND

In accordance with the Kent County, Maryland, Growth Allocation Policy, the County Commissioners of Kent County, Maryland, will hold a Public Hearing on **Tuesday, January 7, 2025, at 6:00 p.m.** in the County Commissioners' Hearing Room, located at the R. Clayton Mitchell, Jr., Kent County Government Center, **400 High Street, Chestertown, Maryland** on:

- Granting new growth allocation for an additional item related to the rezoning of properties already indicated on the adopted Zoning Map as new Marine (M) at Haven Harbour South in Rock Hall

If you require communication assistance, please contact the Commissioners' Office at (410) 778-4600 or visit Maryland Relay at www.mdrelay.org by Tuesday, December 31, 2024.

A copy of the zoning map and the growth allocations file is available in the Kent County Department of Planning, Housing, and Zoning located at 400 High Street, Chestertown, Maryland, during regular business hours, Monday through Friday, from 8:30 a.m. to 4:30 p.m.

By order of:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 12/26/2024

RESOLUTION 2024-14 AMENDED

COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

RESOLUTION AND DECISION

A RESOLUTION OF THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY IN THE MARYLAND ANNOTATED CODE, NATURAL RESOURCES ARTICLE § 8-1808, ET SEQ. AND THE KENT COUNTY GROWTH ALLOCATION POLICY ADOPTED ON OCTOBER 22, 2024, TO GRANT GROWTH ALLOCATION, SUBJECT TO CERTAIN RESTRICTIONS, CONDITIONS, AND LIMITATIONS AS NOTED IN THE NATURAL RESOURCES ARTICLE, TO TWO AREAS BEING REZONED AS PART OF THE COMPREHENSIVE REZONING UPDATE'S NEW COUNTY ZONING MAP.

WHEREAS, pursuant to the authority granted under Md. Ann. Code, Natural Resources Article §8-1808, et. seq., the Board of County Commissioners of Kent County, Maryland (the Board) adopted the Kent County Growth Allocation Policy in 1998, which was amended in 2010, 2020, and 2024; and,

WHEREAS, said Growth Allocation Policy provides standards related to granting allocations for those areas being rezoned by the Comprehensive Rezoning Update process, as set forth therein; and,

WHEREAS, Kent County engaged in a three-year Comprehensive Rezoning Update process to review and revise its Land Use Ordinance and Zoning Map, which included multiple, significant, and broad public outreach, including three mailings over three years to every property owner in the County; two years of ¼-page color advertisements in the *Kent County News*, at first twice monthly for a year and eventually monthly; email updates prior to meetings sent to hundreds of recipients, many of whom represented large groups; brochures distributed to recipients of public assistance through a variety food programs and through the Chamber of Commerce; and three years of staff reports and minutes posted online for all to view; and,

WHEREAS, there are THREE areas that were re-designated on the Comprehensive Rezoning Update's Zoning Map with new Critical Area designations, which comprise (a) 1.4± acres of new Marine (M) zoned area NEAR CHESTERTOWN, (b) 58.9± acres of new Mixed-Use Development Critical Area (MXDCA) zoned area NEAR MILLINGTON, AND (C) 3.1± ACRES OF NEW MARINE ZONED AREA NEAR ROCK HALL; and

WHEREAS, on June 6, 2024, the Kent County Planning Commission reviewed and recommended approval of the two new Critical Area zoning designations, as identified on the new Zoning Map and for the granting of allocations for Intense Development Areas, as set forth in the Land Use Ordinance; and,

WHEREAS, on July 16, 2024, the Board adopted the Comprehensive Rezoning Update's Zoning Map, which included the recommendations of the Kent County Planning Commission; and,

WHEREAS, Kent County's Land Use Ordinance is constituted so Critical Area growth allocation designations for Intensely Development Areas are integrated into the County's zoning designations; and

WHEREAS, Critical Area growth allocations themselves are granted via the Kent County Growth Allocation Policy, which process this resolution presents for adoption by the Board as its official action.

NOW, THEREFORE, BE IT RESOLVED that Growth Allocation is a finite resource and must be managed appropriately so as to meet the current and future needs of the County. Based upon the Board's

review of “Exhibit A,” the testimony received at the Public Hearing, and the recommendations of the Kent County Planning Commission to adopt the Zoning Map, the County Commissioners find the following:

1. The Growth Allocation will meet a public need of the County as reflected in the goals and objectives identified in the Kent County Comprehensive Plan and the Land Use Ordinance; and,
2. The proposal will be beneficial for the County, and,
3. This action meets the requirements for the award of Growth Allocation under the applicable State and County ordinances and policies; and
4. The Growth Allocation is in keeping with Maryland Annotated Code Natural Resources Article §8-1808.1, as amended.
5. The County will prepare documents required for submittal to the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays as outlined in COMAR 27.01.02.05-1 (Development in the Critical Area: Growth Allocation Submittal Requirements).

BE IT FURTHER RESOLVED that the Board does thereby grant growth allocations to the two areas that were re-designated on the Comprehensive Rezoning Update’s new Zoning Map with new Critical Area designations, which comprise (a) 1.4± acres of new Marine (M) zoned area NEAR CHESTERTOWN, (b) 58.9± acres of new Mixed-Use Development Critical Area (MXDCA) zoned area NEAR MILLINGTON, AND (C) 3.1± ACRES OF NEW MARINE ZONED AREA NEAR ROCK HALL. The Critical Area classification of the Marine zoned area shall be changed from LDA to IDA. The Critical Area classification of the MXDCA zoned area shall be changed from RCA to IDA. The granting of these Growth Allocations is conditioned upon the restrictions, conditions, and limitations established herein and under Maryland State law.

BE IT FURTHER RESOLVED, that on December 3, 2024, AND AS AMENDED ON, JANUARY 7, 2025, the Board does hereby adopt this Resolution, and the Findings of Fact attached hereto and incorporated herein as “Exhibit A.”

BE IT FURTHER RESOLVED that this Resolution shall take immediate effect upon approval.

ADOPTED on December 3, 2024. **AMENDED** THIS DAY, JANUARY 7, 2025.

ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Sondra M. Blackiston, Clerk

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

FINDINGS OF FACT FOR GROWTH ALLOCATION

58.9± ACRES OF MIXED-USE DEVELOPMENT CRITICAL AREA NEAR MILLINGTON

In order to grant growth allocation as part of comprehensive rezoning, the County Commissioners have considered the following factors:

a. Consistency with the County’s adopted Comprehensive Plan and whether the reclassified Critical Area designation would implement the goals and objectives of the Plan.

The 2018 Comprehensive Plan identifies goals and strategies to “coordinate growth planning with the Towns and in the Villages” to “develop designated growth areas in cooperation with the towns.” The plan states, “The County’s designated growth areas should be coordinated closely with the towns’ municipal growth areas and encompass existing development and identify areas for new compact, mixed use neighborhoods. “ (p. 27) One of the highest priorities for implementation is to “expand regulatory flexibility for the creation of and location of employment centers and industrial uses... These efforts will especially focus on the Worton area, and the US 301 corridor with a priority that the area between the Town of Millington and the lands surrounding the Route 291-Route 301 intersection be guided by the desired expansion of services and land use identified by Millington’s municipal growth element.” (p. 129)

b. Consistency with federal and state environmental protection policies concerning the protection of threatened and endangered species and species in need of conservation.

The proposed Mixed-Use Development Critical Area zoning district is outside the floodplain, with the exception of the wooded stream that is not anticipated to be developed. The proposed district is not within the mapped Habitat Connectivity Network and does not have Forest Interior Dwelling Bird habitat. It is not within any mapped sensitive species review areas, nor are there any mapped non-tidal wetlands.

As part of site plan review and building permit review, Kent County Department of Planning, Housing and Zoning reviews all submittals received related to the presence and protection of anadromous fish, forest interior dwelling birds, natural heritage areas, both tidal and non-tidal wetlands, threatened and endangered species, tributary streams, vegetation, and wildlife corridors.

c. Impacts on a priority preservation area as defined under § 2-518 of the Agricultural Article.

The proposed Mixed-Use Development Critical Area zoning district is not located within the County’s Priority Preservation Area. Focusing growth in designated growth areas will limit sprawling development and reduce impacts on the priority preservation area.

d. Availability of public sewer and water.

The rezoned area is within both the planned sewer service area and planned water service area.

e. Whether the area is located in a manner that:

i. Minimizes impacts to habitat protection areas;

- ii. Optimizes benefits to water quality; and
- iii. Minimizes impacts to agricultural land and forests

The rezoned area is part of a larger, coordinated development that conceptually includes a continuous greenway that will connect existing forest and non-tidal wetlands on the east side of the growth area with larger forest and stream corridor on the west side of US 301. The proposed development aims to incorporate positive human interventions that will improve habitat, reduce erosion and sedimentation, and provide increased native plantings and buffering factors.

- f. And all remaining factors listed in COMAR 27.01.02 06-3.G

The Kent County Department of Planning, Housing and Zoning staff reviewed the provisions in conjunction with the Critical Area Commission staff, and no known conflicts are identified with COMAR.

In order to grant growth allocation for a new Intensely Developed Area as part of comprehensive rezoning, the following standards have been reviewed:

- a. New Intensely Developed Areas shall be located in an existing Limited Development Area, adjacent to an existing Intensely Developed Area, or adjacent to an existing Limited Development Area;

The rezoned area is adjacent to a Limited Development Area (zoned Critical Area Residential).

- b. The proposed rezoning is for a planned, designated growth area identified in the Comprehensive Plan and reclassification supports the goals and objectives of the Plan;

The rezoned area is located in the designated growth area identified by the Comprehensive Plan.

- c. The new IDA shall be at least 20 acres, unless the proposed area contains a grandfathered commercial, industrial, institutional, or marine use that existed as of April 12, 1988;

The rezoned area is 58.9± acres in area.

- d. The new IDA is located in or adjacent to a priority funding area as described under §§ 5-7B-02(1) and 5-7B-03 of the State Finance and Procurement Article;

The rezoned area is in or adjacent to certified Priority Funding Areas.

- e. Any new development will be served by the extension of a public sewer and water system that was in operation as of January 1, 2024; and

The rezoned area is within the planned service area of the existing wastewater treatment plant that has been in operation for 50 years.

- f. New IDAs in a Resource Conservation Area (RCA) shall be located at least 300 feet beyond the landward edge of tidal wetlands or tidal waters, unless (i.) mitigation for all forest clearing within the setback is provided at a 3:1 ratio and mitigation for any new lot coverage is provided at a 1:1 ratio. Or (ii.) The applicant provides an equivalent offset.

The rezoned area contains forested lands that will be protected. The County's Land Use Ordinance will be amended to include the standards for mitigation. As part of site plan review and building

permit review, Kent County Department of Planning, Housing and Zoning reviews all submittals for enforcement of applicable regulations.

1.4± ACRES OF MARINE NEAR CHESTERTOWN

In order to grant growth allocation as part of comprehensive rezoning, the County Commissioners have considered the following factors:

a. Consistency with the County’s adopted Comprehensive Plan and whether the reclassified Critical Area designation would implement the goals and objectives of the Plan.

The 2018 Comprehensive Plan identifies the following: “*Strategy: Promote Kent County as a boating center. ... Boating related businesses not only include marinas, but sailmakers, yacht design and building, boat repair, yacht sales and charters. Kent County will promote use of its many assets to assure that a full range of boating related industries and businesses continue to be developed (p. 16).*”

b. Consistency with federal and state environmental protection policies concerning the protection of threatened and endangered species and species in need of conservation.

The rezoned area is not within the mapped Habitat Connectivity Network and does not have Forest Interior Dwelling Bird habitat. It is not within any mapped sensitive species review areas. The rezoned area is within the floodplain and any additional development will comply with applicable regulations.

As part of site plan review and building permit review, Kent County Department of Planning, Housing and Zoning reviews all submittals received related to the presence and protection of anadromous fish, forest interior dwelling birds, natural heritage areas, both tidal and non-tidal wetlands, threatened and endangered species, tributary streams, vegetation, and wildlife corridors.

c. Impacts on a priority preservation area as defined under § 2-518 of the Agricultural Article.

The rezoned area is not located within Kent County’s priority preservation area.

d. Availability of public sewer and water.

The rezoned area is an existing marina that is serviced by the clubhouse located across the street.

e. Whether the area is located in a manner that:

- i. Minimizes impacts to habitat protection areas;
- ii. Optimizes benefits to water quality; and
- iii. Minimizes impacts to agricultural land and forests

The rezoned area is almost entirely developed as an existing marina; however, inclusion in the IDA allows for reconfiguration projects including new environmental and conservation actions.

f. And all remaining factors listed in COMAR 27.01.02 06-3.G

The Kent County Department of Planning, Housing and Zoning staff reviewed the provisions in conjunction with the Critical Area Commission staff, and no known conflicts are identified with COMAR.

In order to grant growth allocation for a new Intensely Developed Area as part of comprehensive rezoning, the following standards have been reviewed:

- a. New Intensely Developed Areas shall be located in an existing Limited Development Area, adjacent to an existing Intensely Developed Area, or adjacent to an existing Limited Development Area;

The zoned area is in an existing Limited Development Area (previously Critical Area Residential).

3.1± ACRES OF MARINE NEAR ROCK HALL

In order to grant growth allocation as part of comprehensive rezoning, the County Commissioners have considered the following factors:

- a. Consistency with the County’s adopted Comprehensive Plan and whether the reclassified Critical Area designation would implement the goals and objectives of the Plan.

The 2018 Comprehensive Plan identifies the following: “*Strategy: Promote Kent County as a boating center. ... Boating related businesses not only include marinas, but sailmakers, yacht design and building, boat repair, yacht sales and charters. Kent County will promote use of its many assets to assure that a full range of boating related industries and businesses continue to be developed (p. 16).*”

- b. Consistency with federal and state environmental protection policies concerning the protection of threatened and endangered species and species in need of conservation.

The rezoned area is not within the mapped Habitat Connectivity Network and does not have Forest Interior Dwelling Bird habitat. It is not within any mapped sensitive species review areas. The rezoned area is within the floodplain and any additional development will comply with applicable regulations.

As part of site plan review and building permit review, Kent County Department of Planning, Housing and Zoning reviews all submittals received related to the presence and protection of anadromous fish, forest interior dwelling birds, natural heritage areas, both tidal and non-tidal wetlands, threatened and endangered species, tributary streams, vegetation, and wildlife corridors.

- c. Impacts on a priority preservation area as defined under § 2-518 of the Agricultural Article.

The rezoned area is not located within Kent County’s priority preservation area.

- d. Availability of public sewer and water.

The rezoned area is part of an existing marina.

- e. Whether the area is located in a manner that:

- i. Minimizes impacts to habitat protection areas;
- ii. Optimizes benefits to water quality; and
- iii. Minimizes impacts to agricultural land and forests

The rezoned area is almost entirely developed as an existing marina; however, inclusion in the IDA allows for appropriate utilization projects including new environmental and conservation actions.

f. And all remaining factors listed in COMAR 27.01.02 06-3G

The Kent County Department of Planning, Housing and Zoning staff reviewed the provisions in conjunction with the Critical Area Commission staff, and no known conflicts are identified with COMAR.

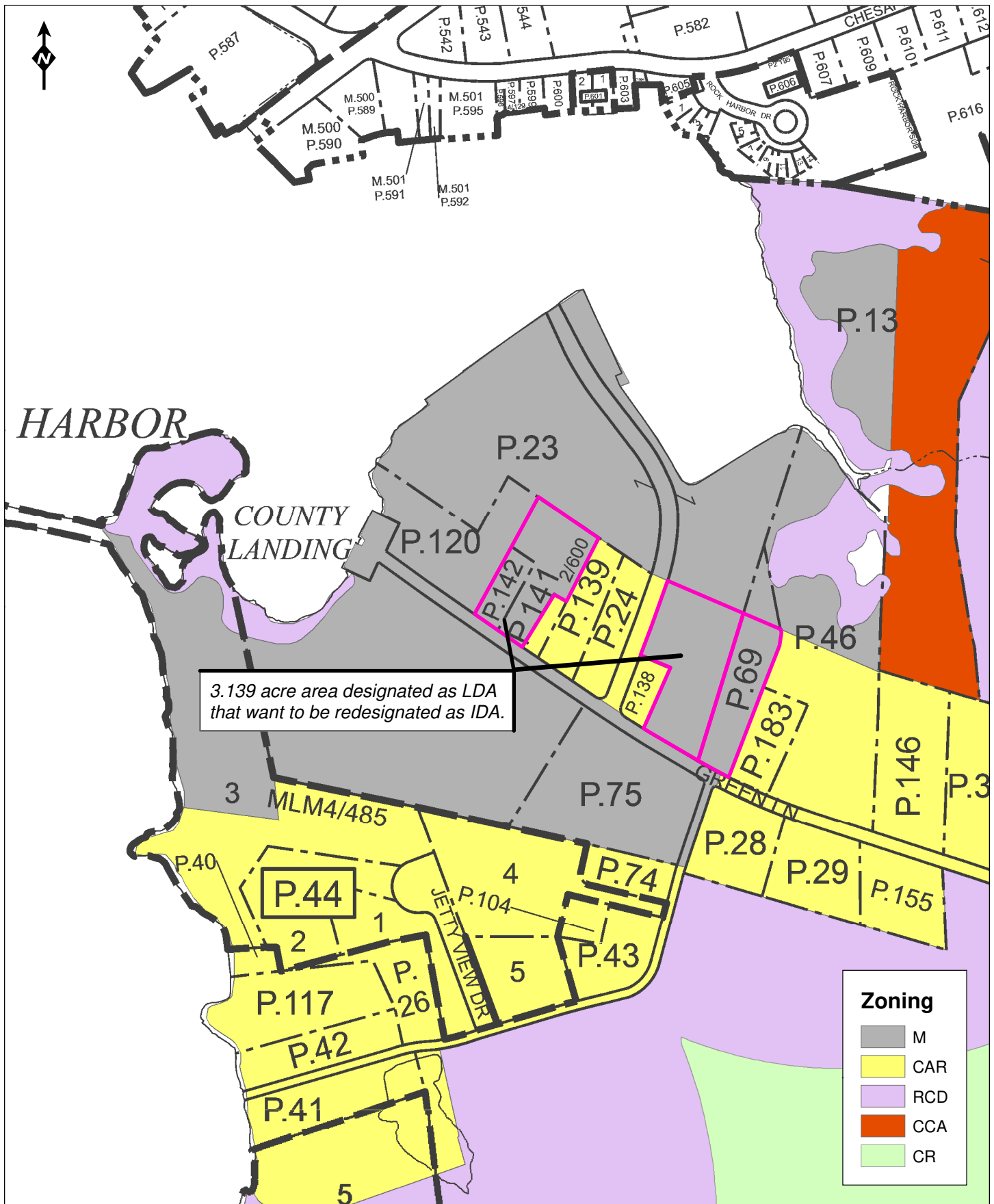
In order to grant growth allocation for a new Intensely Developed Area as part of comprehensive rezoning, the following standards have been reviewed:

- a. New Intensely Developed Areas shall be located in an existing Limited Development Area, adjacent to an existing Intensely Developed Area, or adjacent to an existing Limited Development Area;

The zoned area is located adjacent to an existing IDA and in an existing Limited Development Area (previously Critical Area Residential).



Growth Allocation Request - Haven Emporium LLC



Source: Kent County Department of Planning, Housing, and Zoning.
 Aerial taken Spring 2022. Map prepared December 2024.

KENT COUNTY GROWTH ALLOCATION POLICY 2024

ARTICLE I. PURPOSE AND APPLICABILITY

Section 1.1 Title and Purpose

This document shall be known as the Growth Allocation Policy for Kent County, Maryland. The purpose of this policy is to set forth the process and requirements for hearing and granting growth allocation.

It is Kent County's policy to grant growth allocation to the incorporated towns of Betterton, Chestertown, Millington, and Rock Hall upon request. Galena is not in the Critical Area ~~of the Chesapeake and or~~ Atlantic Coastal Bays, but should the town of Galena annex property ~~on~~ **in** the Critical Area, Galena would be eligible to receive growth allocation. Kent County may also grant growth allocation to areas outside the incorporated towns to special projects necessary to fulfill the goals and objectives as identified in the Kent County Comprehensive Plan **or as part of comprehensive rezoning actions.**

ARTICLE II. STANDARDS

Section 1. Growth Allocation within the Incorporated Towns

- 1.1 Growth allocation may be granted to the incorporated towns upon application to the County Commissioners of Kent County.

Section 2. Growth allocation in the Unincorporated Territory of Kent County **for special projects**

- 2.1 Growth allocation may be granted to projects in the unincorporated areas of Kent County only for the development of desirable employers or quality amenities as identified in the Kent County Comprehensive Plan. These projects must have a positive impact on the County's economy and make a positive net fiscal contribution to County's budget (i.e., taxes paid by the project exceed services required by the project). The County Commissioners shall consider the compatibility of the project with the surrounding land use.
- 2.2 In order to grant growth allocation, the County Commissioners must find that the application meets all of the following:
 - a. The Kent County Comprehensive Plan identifies the proposed type of project as a means to expand and provide more diversity in the size, number, and type of businesses in Kent County or as a means to enhance and expand locally based tourism that relies upon the unique natural, cultural and historic features and qualities of Kent County.
 - b. The proposed project is suitable for the sensitive location and poses minimal risks to the environment and minimizes impacts and optimizes benefits to Habitat Protection Areas as defined in COMAR 27.01.09 and in an area and manner that improves water quality.

KENT COUNTY
GROWTH ALLOCATION POLICY
2024

- c. Site location and development will use innovative design features to minimize negative impacts on water quality, habitat protection areas, woodlands, and forests. Examples include but are not limited to the use of buffer areas to protect habitat, wildlife corridors, and other important natural areas, the use of conservation landscapes or Bayscapes, and the limitation of lot coverage through clustering and shared roadways.
- d. The proposed project is consistent with the goals and intent of the Kent County Comprehensive Plan, Land Use Ordinance and Critical Area Program.
- e. The proposed project accomplishes two of the following standards to mitigate the negative effects caused by higher intensity development than normally allowed:
 - i. The project is within a developed area such as a village.
 - ii. The project has direct access to public sewer and water.
 - iii. Man-made structures on the site are clustered.
 - iv. Efforts are made to enhance the habitat of threatened or endangered species or species in need of protection beyond the minimum required standards.
 - v. Permanent environmental easements are donated.
 - vi. All remaining agricultural lands on the site are placed into a protective easement.
 - vii. Public access to natural and physical amenities is provided.
 - viii. The development uses infill or existing structures.
 - ix. Habitat for forest interior dwelling birds and/or other sensitive species is created or expanded.
 - x. The restoration, enhancement, or creation of wetlands is included in the project.
 - xi. Afforestation/reforestation is provided beyond the minimum required standards.
 - xii. Historic structures are restored.
 - xiii. Buildings are designed to reflect the heritage of Kent County.
- f. New Limited Development Areas shall be located adjacent to existing Limited Development Areas or Intensely Developed Areas unless:
 - i. The project is a tourism- or heritage-related project where a location in a Resource Conservation Area is integral to the nature of the project; or
 - ii. The project is marine-related and the location of which is dictated by the characteristics of the shoreline or water; or
 - iii. The project is a grandfathered commercial, industrial, institutional, or marine use that existed as of April 12, 1988.

KENT COUNTY
GROWTH ALLOCATION POLICY
2024

- g. New Intensely Developed Areas shall be located in an existing Limited Development Areas, or adjacent to an existing Intensely Developed Area unless:
 - i. The project is related to a tourism, heritage development, or marine use that will expand or intensify a lawfully existing intensive use;
 - ii. Is currently served by public sewer, or will use a Best Available Technology (BAT) onsite sewage disposal system; and
 - iii. Is consistent with the comprehensive plan.
- h. All new IDAs shall be located:
 - i. Within a planned, designated growth area that has been identified by the Comprehensive Plan; or
 - ii. Within a previously developed commercial and/or industrial area with public water and sewer and other public infrastructure; or
 - iii. Outside of a designated growth area, where the nature of the proposed IDA requires such location and is also part of a project that will expand or intensify a lawfully existing intensive use that existed as of April 12, 1988.
- i. All new IDAs shall have a minimum area of at least 20 acres, unless:
 - i. The proposed area is contiguous to an existing IDA or LDA, which is at least 20 acres in size; or
 - ii. The proposed area contains a grandfathered commercial, industrial, institutional, or marine use that existed as of April 12, 1988.
- j. The application for growth allocation shall comply with the requirements found in Natural Resources Article 8-1808.1(c) and COMAR 27.01.02.06 - .06-4.

2.3 The Kent County Commissioners retain the right to impose any additional restrictions, conditions or limitations which are deemed necessary.

2.4 The Kent County Commissioners retain the right to disapprove a project even if these requirements are entirely fulfilled.

Section 3. Growth Allocation in the Unincorporated Territory of Kent County as part of comprehensive rezoning actions for new IDAs

3.1 Growth allocation for new IDAs may be granted as part of comprehensive rezoning actions in certain unincorporated areas of Kent County.

3.2 Growth allocation granted as part of a comprehensive rezoning shall require review and approval by the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays prior to taking effect.

**KENT COUNTY
GROWTH ALLOCATION POLICY
2024**

- a. The County shall include the documentation listed in 3.3 through 3.5 below for each individual rezoning; and
- b. Upon approval of any new land zoned MXDCA, the County shall require Commission review and approval of the Critical Area portion of the subsequent District Master Plan for that district.

3.3 Comprehensive rezonings shall include the following documentation:

- a. A description of the Critical Area land change for all affected parcels;
- b. Zoning maps of the existing and proposed Critical Area land designations;
- c. Recent aerial maps to show existing conditions; and
- d. A table with the:
 - i. Proposed Critical Area land designation change;
 - ii. State County ID Number;
 - iii. Tax Map and Parcel Number;
 - iv. Existing land use of each parcel;
 - v. Total parcel acreage;
 - vi. Total parcel acreage in the Critical Area; and
 - vii. Total parcel acreage of the proposed Critical Area land destination change.

3.4 In order to grant growth allocation as part of comprehensive rezoning, the County Commissioners shall consider the following factors:

- a. Consistency with the County's adopted Comprehensive Plan and whether the reclassified Critical Area designation would implement the goals and objectives of the Plan.
- b. Consistency with federal and state environmental protection policies concerning the protection of threatened and endangered species and species in need of conservation.
- c. Impacts on a priority preservation area as defined under § 2-518 of the Agricultural Article.
- d. Availability of public sewer and water.

**KENT COUNTY
GROWTH ALLOCATION POLICY
2024**

- e. **Whether the area is located in a manner that:**
 - i. **Minimizes impacts to habitat protection areas;**
 - ii. **Optimizes benefits to water quality; and**
 - iii. **Minimizes impacts to agricultural land and forests**
- f. **And all remaining factors listed in COMAR 27.01.02 06-3.G**

3.5 In order to grant growth allocation for a new Intensely Developed Area as part of comprehensive rezoning, the following standards shall apply:

- a. **New Intensely Developed Areas shall be located in an existing Limited Development Area, adjacent to an existing Intensely Developed Area, or adjacent to an existing Limited Development Area;**
- b. **The proposed rezoning is for a planned, designated growth area identified in the Comprehensive Plan and reclassification supports the goals and objectives of the Plan;**
- c. **The new IDA shall be at least 20 acres, unless the proposed area contains a grandfathered commercial, industrial, institutional, or marine use that existed as of April 12, 1988;**
- d. **The new IDA is located in or adjacent to a priority funding area as described under §§ 5-7B-02(1) and 5-7B-03 of the State Finance and Procurement Article;**
- e. **Any new development will be served by the extension of a public sewer and water system that was in operation as of January 1, 2024; and**
- f. **New IDAs in a Resource Conservation Area (RCA) shall be located at least 300 feet beyond the landward edge of tidal wetlands or tidal waters, unless**
 - i. **mitigation for all forest clearing within the setback is provided at a 3:1 ratio and mitigation for any new lot coverage is provided at a 1:1 ratio.**
Or
 - ii. **The applicant provides an equivalent offset.**

ARTICLE III. APPLICATION

**PROCEDURE FOR PROJECTS IN THE UNINCORPORATED TERRITORY OF
KENT COUNTY**

Section 1. Application Procedure

KENT COUNTY
GROWTH ALLOCATION POLICY
2024

1. An application for growth allocation in the unincorporated territory of Kent County may be initiated by resolution of the County Commissioners, motion of the Planning Commission, or petition of any property owner using forms specified by the Kent County Planning Commission.
2. Before taking any action on any proposed growth allocation application, the County Commissioners shall submit the proposal to the Planning Commission for concept and preliminary plan review and a recommendation on growth allocation. The Planning Commission may hold a hearing on any application for growth allocation before submitting its recommendation to the County Commissioners. The Planning Commission may request any pertinent data or information as it deems necessary. In its recommendation, the Planning Commission shall address the following:
 - a. The public need for the proposal.
 - b. The extent to which the proposal complies with or deviates from the Comprehensive Plan and Critical Area Law.
3. Where a proposal may require the granting of a variance or special exception, the said variance or conditional use must be obtained before the County Commissioners take action on the growth allocation.
4. Before approving an application for growth allocation, the County Commissioners shall hold a public hearing thereon.
5. The County Commissioners shall render its decision within ninety (90) days of the hearing. The County Commissioners shall forward approved applications for growth allocation to the Critical Area Commission for the Coastal and Chesapeake Bays along with the findings and supporting documents as required by COMAR 27.01.02.06 through .06.
6. Newly designated Intense Development Area or Limited Development Area shall be designated on the County Critical Areas Map.
7. Petitions for growth allocation denied by the County Commissioners, or one substantially similar, shall not be considered for one year after the denial.
8. Any aggrieved person with standing may within thirty (30) days after the decision, appeal to the Circuit Court of Maryland.
9. Applications for growth allocation shall not be effective until approved under Natural Resources Article 8-1809, as the same may be amended from time to time.
10. If no substantial construction has taken place in accordance with the plans for which such growth allocation was granted, then the growth allocation shall expire after three years unless otherwise extended by the County Commissioners of Kent County.

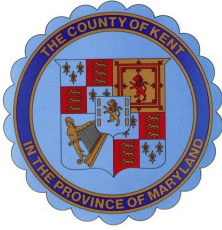
KENT COUNTY
GROWTH ALLOCATION POLICY
2024

Section 2. Application Requirements

1. The application for growth allocation shall, at a minimum:
 - a. Specify the map and parcels receiving growth allocation.
 - b. The current and proposed use of the parcels.
 - c. The current and proposed zoning classifications.
 - d. The current and proposed Critical Area Designation.
 - e. The reason requesting growth allocation.
 - f. Renderings of all primary buildings and each type of accessory buildings.
 - g. A preliminary plan which identifies existing and proposed features including but not limited to: the proposed layout of buildings, parking, open space, driveways and roads, 100-year floodplains, watercourses, buffers, wetlands (tidal and non-tidal), slopes in excess of 15%, forest and woodland areas, scenic or historic structures or areas, existing buildings, existing easements, zoning and critical area boundaries and habitat protection area.
 - h. Site statistics including but not limited to: gross area of the project, growth allocation requested and purpose of growth allocation, area of each proposed use, area in each zoning and critical area classification, and forested areas.

2. The application for growth allocation shall comply with the standards for submittals to the Critical Area Commission for the Coastal and Chesapeake Bays as found in Natural Resources Article 8-J 808.1(c) and COMAR 27.01.02.06 through .06-4.





**Roland Sheppard, Acting Director of Operations, and Steve Wallace,
Captain, Kent County Detention Center
1/9/2025
County Commissioners Meeting**

Item Summary:

University of Maryland Medical Center Agreement

ATTACHMENTS:

Description

KCDC Cover Page

University of Maryland Psychiatry Associates agreement for Substance Use Disorder Telehealth Services agreement for 2025



University of Maryland Medical Center Agreement to Provide Professional and Pharmacy Services for the Medication Assisted Treatment Program

SERVICES AGREEMENT

This **Services Agreement** (the “Agreement”) is made and entered into effective as of the 1st day of July, 2024 (the “Effective Date”) by and between **University of Maryland Medical Center, LLC** (“UMMC”) and **Kent County Detention Center** (“Detention Center”). UMMC and Detention Center may each be referred to herein as a “Party” or together, the “Parties”.

RECITALS

WHEREAS, Detention Center operates a detention center in Chestertown, Maryland and desires to make arrangements for the delivery of certain outpatient health care services to its inmates (“Services”);

WHEREAS, UMMC is a licensed institutional provider of health care services in the State of Maryland and has the staff and supplies necessary to provide the Services; and

WHEREAS, Detention Center desires to engage UMMC to provide the Services, and UMMC desires to be engaged by Detention Center on the terms and conditions hereinafter provided.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are incorporated into and made a part of this Agreement, and the mutual covenants, conditions and other terms contained in this Agreement, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties do hereby agree as follows.

AGREEMENT

1. TERM; RENEWAL.

1.1 Term. The initial term of this Agreement will be for one (1) year (the “Initial Term”) commencing on the Effective Date.

1.2 Renewal. Following such Initial Term, this Agreement shall automatically renew for additional one (1)-year terms (each a “Renewal Term”) unless terminated in accordance with Section 6 below. “Term” as used herein shall include the Initial Term and any Renewal Term.

2. ESTABLISHMENT OF RELATIONSHIP.

Detention Center hereby retains UMMC to provide the professional and pharmacy services as set forth in this Agreement (“Services”), and UMMC agrees to provide such services in accordance with the terms and conditions contained in this Agreement.

3. RELATIONSHIP OF PARTIES.

3.1 Independent Contractors. In the performance of the duties and obligations of the Parties pursuant to this Agreement, each Party shall at all times be acting and performing as an independent contractor with respect to the other Party, and no provision of this Agreement shall

be construed or deemed to create a relationship of employment, partnership or joint venture between the Parties.

3.2 Compliance with Law. In performing their respective duties and obligations hereunder, the Parties shall comply with all codes, ordinances, rules, regulations and requirements of all federal, state and municipal authorities now in force, or which may hereafter be in force, which are applicable to them. Without limiting the generality of the foregoing, each Party agrees to perform its respective duties and obligations in a non-discriminatory manner.

4. SERVICES.

4.1 Services to be Provided. UMMC shall provide professional services (“Professional Services”) to Detention Centers as set forth in Exhibit A (Professional Services), which is attached hereto and incorporated herein by reference. UMMC shall provide pharmacy services (“Pharmacy Services”) to Detention Center as set forth on Exhibit B (Pharmacy Services), which is attached hereto and incorporated herein by reference. For purposes of this Agreement, “Services” shall include Professional Services and Pharmacy Services.

4.2 HIPAA Compliance. The Parties agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations and other guidance promulgated under both laws by the U.S. Department of Health and Human Services (collectively, “HIPAA”), as well as other applicable federal and state laws governing the privacy and security of health information.

4.3 Change in Law. If any law is enacted or becomes effective, any regulation is promulgated or becomes effective, any court or administrative agency decision is rendered, any administrative agency interpretation is issued, or any similar action is taken which, in the opinion of counsel to a Party, is likely to cause any of this Agreement’s provisions to be in violation of law, then the Parties will use their best efforts, proceeding with dispatch and without unnecessary delay, to reform this Agreement or negotiate a new agreement or agreements so as to achieve, as nearly as possible, the original goals of the Parties reflected in this Agreement.

5. FEES.

5.1 Fees. Detention Center shall pay UMMC the fees set forth in Exhibits A and B.

5.2 Invoicing and Payment. UMMC will invoice Detention Center monthly for fees incurred in connection with its provision of the Services provided under this Agreement. Detention Center will remit payment to the UMMC within thirty (30) days of the date of the invoice.

6. TERMINATION.

6.1 Events of Termination. This Agreement may be terminated upon the occurrence of any of the following events:

6.1.1 Mutual Agreement. This Agreement may be terminated by the mutual agreement of the Parties at any time, which shall be memorialized in writing.

6.1.2 Without Cause. This Agreement may be terminated by either Party without cause and without penalty upon the provision of at least ninety (90) days prior written notice.

6.1.3 With Cause. In the event of a breach of this Agreement by either Party, the other Party may provide written notice to the defaulting Party (the “Default Notice”) specifying the nature of the breach. In the event such breach is not cured to the reasonable satisfaction of the non-defaulting Party within thirty (30) days after service of the Default Notice, this Agreement shall automatically terminate at the election of the non-defaulting Party upon the giving of a written notice of termination to the defaulting Party. Provided, however, that if the breach is of a type that cannot be cured within such thirty-day period, but the defaulting Party commences the cure of such breach within such period, then the non-defaulting Party may not give notice of termination while the defaulting Party is diligently and continuously pursuing the cure.

6.1.4 Insolvency. If either Party shall apply for or consent to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction or an application of a creditor, adjudicating such Party to be bankrupt or insolvent, or approving a petition seeking reorganization of such Party or appointing a receiver, trustee or liquidator of such Party or of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement upon ten (10) days prior written notice to such Party.

6.2 Effect of Termination. Upon the expiration or earlier termination of this Agreement, the Parties shall thereafter be automatically relieved and released from all further liabilities and obligations hereunder, except for (i) liabilities and obligations accruing prior to the date of expiration or earlier termination and (ii) liabilities and obligations contained herein which are expressly made to extend beyond the Term, all of which shall survive the expiration or earlier termination of this Agreement.

7. CONFIDENTIALITY.

During the course of performance of this Agreement, each Party may disclose certain Confidential Information to the other Party. “Confidential Information” for the purposes of this Agreement shall mean information, whether in oral, written, or electronic form, belonging to or in the possession or control of a Party that is of a confidential, proprietary, or trade secret nature that is furnished or disclosed to the other Party under this Agreement. Each Party shall hold the other Party’s Confidential Information in confidence and shall protect the Confidential Information with at least the same care it uses to protect its own confidential information, but in no event less than reasonable care. Neither Party shall disclose the other Party’s Confidential Information to any third party other than: (i) its subcontractors who have executed agreements obligating them to maintain the confidentiality of the other Party’s Confidential Information under terms substantially similar to those in this Section; (ii) its employees, officers, and directors; and (iii) its professional advisors who have contractual, legal, and/or ethical obligations to maintain the confidentiality of the other Party’s Confidential Information; provided that such subcontractors, employees, officers,

directors, and professional advisors need access to such Confidential Information in connection with such Party's rights and obligations under this Agreement. At the conclusion of this Agreement, each Party shall either return any of the other Party's Confidential Information in its possession or shall, at the other Party's direction and to the extent commercially reasonable, destroy the other Party's Confidential Information. In the event that a Party receives a subpoena, court order or other similar request to disclose any Confidential Information, the disclosing Party will provide the other Party with prompt notice so that the other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event of any unauthorized disclosure of a Party's Confidential Information, the other Party will promptly notify the Party of the disclosure and will cooperate with such Party in every reasonable way to stop or minimize such unauthorized disclosure. It is understood and agreed that, in the event of a breach of this Section, monetary damages may not be an adequate remedy and the non-breaching party shall be entitled to seek injunctive relief to restrain any such breach or threatened breach, in addition to any other remedies provided by law.

8. INSURANCE.

Each Party shall maintain, throughout the term of this Agreement, commercially reasonable insurance policies, or comparable coverage under a program of self-insurance, covering itself and its employees and agents against liability for acts and omissions arising out of or relating to this Agreement. Each Party shall provide the other Party with certificates of insurance or self-insurance evidencing the required coverage upon request.

9. ASSIGNMENT.

Neither Party may assign or transfer its respective rights or obligations under this Agreement without the other Party's prior written consent; except that UMMC may assign this Agreement to any of its direct or indirect parent or subsidiary corporations or divisions now or hereafter existing.

10. NO THIRD PARTY BENEFICIARY.

The provisions contained in this Agreement are not intended by the Parties, nor shall they be deemed, to confer any benefit on any person not a Party to this Agreement, including, but not limited to, inmates of the Detention Center.

11. GOVERNING LAW.

All matters pertaining to the validity, construction and effect of this Agreement shall be governed by the laws of the State of Maryland.

12. ENTIRE AGREEMENT; AMENDMENT.

This Agreement and the exhibits attached hereto constitute the entire understanding of the Parties and supersede any and all other written or oral agreements, representations or understandings between the Parties with respect to the subject matter hereof. No modification, amendment or alteration to this Agreement shall be effective unless in writing and signed by both Parties.

13. HEADINGS.

The paragraph headings set forth in this Agreement are for the purposes of convenience only and shall have no bearing whatsoever on the actual content or interpretation of this Agreement.

14. NOTICES.

All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered personally or mailed by registered or recorded delivery, postage prepaid, as follows:

If to UMMC:

University of Maryland Treatment Center
1001 W. Pratt Street
Baltimore, MD 21223
Attn: Tara Driscoll

If to Detention Center:

Kent County Detention Center
104 Vickers Drive
Unit A
Chestertown, MD 21620
Attn: Captain Wallace

15. WAIVER OF BREACH.

No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

16. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original; however, all of such counterparts shall together constitute one and the same Agreement.

17. SEVERABILITY.

In the event that any provision or part of any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining parts or provisions of this Agreement which shall continue in full force and effect.

18. FORCE MAJEURE.

Neither Party shall be liable for any failure, inability or delay to perform hereunder, if such failure, inability or delay is due to any cause beyond the reasonable control of the Party so failing, and reasonable efforts are used in curing such cause and in resuming performance.

19. ADDITIONAL DOCUMENTS.

The Parties hereby agree to execute any document or documents that may be requested from time to time by the other Party to implement or complete such Party's obligations pursuant to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their duly authorized representatives effective as of the date first written above.

**University of Maryland Medical Center,
LLC**

Kent County Detention Center

By: _____

By: _____

—

Name:

Name:

Title:

Title:

Date: _____

Date: _____

—

EXHIBIT A

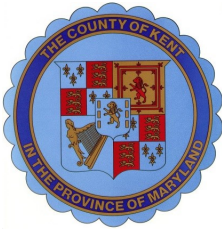
PROFESSIONAL SERVICES

1. Professional Services. Through its licensed clinical personnel, UMMC shall provide professional counseling services to inmates at the Detention Center via telemedicine. The parties estimate that counseling services will be provided twelve (12) hours per week. In the event that the actual number of hours counseling services provided are materially different than this estimate, the parties shall work in good faith to amend this Agreement to reflect an equitable adjustment to the fees set forth below.
2. Fees for Professional Services. The Detention Center shall pay UMMC a monthly fee of \$1460.68.

EXHIBIT B

PHARMACY SERVICES

1. Pharmacy Services. UMMC shall provide outpatient pharmacy services in connection with valid prescriptions for methadone written for inmates of the Detention Center. Once prescriptions are filled, UMMC shall deliver the prescriptions to the Detention Center. The Detention Center shall be solely responsible for dispensing the prescription medications to the appropriate patient in accordance with applicable laws, regulations, and dispensing instructions.
2. Fees for Pharmacy Services. For each delivery to the Detention Center, the Detention Center shall pay UMMC \$200 for each initial prescription medication, plus \$50 for each additional prescription medication included in the same delivery. By way of example, if a delivery to UMMC includes prescription medications for three inmates, the total fee owed to UMMC will be \$300 (including \$200 for the first prescription medication, and \$50 for each of the additional two prescription medications).



Jamie Williams, Director, Economic and Tourism Development
1/9/2025
County Commissioners Meeting

Item Summary:

Avail Enclosure Systems Manufacturing Expansion Project

ATTACHMENTS:

Description

Cover Sheet

Letter of Intent



Department of Economic and Tourism Development

Avail Enclosure Systems Manufacturing Expansion Project





Wes Moore | Governor
 Aruna Miller | Lt. Governor
 Kevin Anderson | Secretary of Commerce

December 12, 2024

Mr. Thomas Atkinson
 General Manager
 Avail Enclosure Systems
 3011 Millington Rd.
 Millington, Maryland 21651

SUBJECT: Avail Enclosure Systems manufacturing expansion project in Kent County, Maryland.

Dear Mr. Atkinson:

The Maryland Department of Commerce (the “Department”) and Kent County (the “County”) are pleased to support Avail Enclosure Systems (the “Company”) in its initiative to expand its manufacturing operations in Kent County, Maryland (the “Project”).

Below is a summary of the proposed State and County assistance for the Project that is further defined in the body of this letter:

Assistance	Source	Amount
<u>Conditional Loans</u>		
MEDAF – Conditional Loan <i>Refer to Section 3(a) for details</i>	State	\$200,000
Kent County – Conditional Loan <i>Refer to Section 4(a) for details</i>	County	\$20,000
<u>Tax Credits</u>		
Job Creation Tax Credit Estimate* <i>Refer to Section 5(a) for details</i>	State	\$225,000
One Maryland Tax Credit Estimate* <i>Refer to Section 5(b) for details</i>	State:	\$1,800,000
Total:		\$2,245,000

***The Company may not claim or be certified for One Maryland Tax Credits and Job Creation Tax Credits in the same tax year.**

Avail Enclosure Systems
December 12, 2024
Page 2

1. **THE SUBDIVISION.** This letter is intended to describe the major elements of the transaction and to describe the assistance that may be offered to the Company for expanding its manufacturing operations in Kent County, Maryland. These terms are not transferable to any other subdivision.

2. **PROJECT DESCRIPTION.** As we understand the Project, the Company currently conducts manufacturing operations in an existing leased facility of approximately 96,000 square feet at 3011 Millington Road, Millington, Queen Anne’s County, Maryland (the “Existing Facility”). The Company will be expanding its manufacturing operations by leasing an additional 12,000 square foot facility at 31850 Millington Road, Millington, Kent County, Maryland (the “Project Site”). Project costs on behalf of the Company at the Project Site are estimated at \$1,800,000 consisting of tenant improvements, furniture, fixtures, and manufacturing equipment (the “Project Costs”). The spending of the Project Costs at the Project Site is anticipated to begin in 2024 and be fully completed by December 31, 2025. The Company plans to retain its 117 existing permanent full-time employees and will hire an additional 45 new permanent full-time employees for a total of 162 permanent full-time employees at the Project Site and/or the Existing Facility by December 31, 2027.

We understand the Company will use its best efforts to use Baltimore/Washington International Thurgood Marshall Airport and the Port of Baltimore for its shipping and transportation and Maryland contractors and construction workers for construction of the Project. Additionally, Maryland strongly supports our military personnel and encourages companies to use their best efforts to employ veterans.

Any changes to the Project as outlined in this letter should be immediately brought to the Department’s attention since they could affect the Department’s proposed assistance for the Project.

3. **DEPARTMENT PARTICIPATION.** The Department is willing to provide the following assistance to enable the Company to complete the Project at the Project Site in Kent County, Maryland:

(a) **Conditional Loan** under the Maryland Economic Development Assistance Fund (the “Loan”):

Borrower:	Avail Enclosure Systems or an affiliated entity acceptable to the Department.
Amount:	\$200,000
Approval:	The Loan is subject to approval by the Secretary of the Department.

Avail Enclosure Systems
December 12, 2024
Page 3

Purpose: The proceeds of the Loan would be used to reimburse the Borrower's directly incurred Eligible Project Costs at the Project Site, not otherwise reimbursed by a landlord or other third party.

Eligible Project Costs: Those costs associated with the Project that are eligible for reimbursement under the Maryland Economic Development Assistance Fund program. This would include the construction or acquisition of a building or real property and the acquisition, construction, or installation of machinery, equipment, furnishings, fixtures, leasehold improvements, site improvements, or infrastructure improvements.

Term: The term of the Loan will be ten (10) years.

Interest Rate: Three percent (3%) fixed per annum.

Repayment: All principal and accrued interest will be deferred over the term of the Loan. In the event that all of the Performance Criteria of the Loan are met over the term, all outstanding deferred principal and accrued interest would be forgiven at the end of the Loan term. In the event that any of the Performance Criteria are not met, the Loan would be repayable as described in the Conditions section.

Disbursement: The Loan would be disbursed for up to 70% of the Borrower's directly incurred Eligible Project Costs at the Project Site, not otherwise reimbursed by a landlord or other third party.

Collateral: To be determined based upon a financial and collateral review of the Borrower and the final structure of the Loan. *As an example, a standby letter of credit may be required to partially or fully secure the Loan, in the sole discretion of the Department.*

Guarantors: To be determined based upon a financial and collateral review of the Borrower and the final structure of the Loan, in the sole discretion of the Department.

Avail Enclosure Systems
December 12, 2024
Page 4

Conditions Precedent
To Disbursement:

(1) The Borrower will furnish evidence acceptable to the Department of its lease of at least 96,000 square feet of space at the Existing Facility and at least 12,000 square feet of space at the Project Site for a term of not less than the term of the Loan.

(2) The Borrower will have directly expended at least \$500,000 of Eligible Project Costs at the Project Site, not otherwise reimbursed by the landlord or other third party. Evidence of such expenditures will be approved by the Department in its sole discretion.

(3) The Borrower will furnish evidence acceptable to the Department that it employs at least 117 permanent full-time employees at the Existing Facility and/or the Project Site.

(4) The Borrower will provide evidence acceptable to the Department of the closing and funding of the County's incentive described in Item 4(a).

(5) Documentation and closing of the Loan.

Performance Criteria:

(1) The Borrower will employ at least 117 permanent full-time employees at the Project Site and/or the Existing Facility for the term of the Loan.

(2) The Borrower will employ at least 162 permanent full-time employees at the Project Site and/or the Existing Facility by December 31, 2027, and maintain that level of employment for the remaining term of the Loan.

“Full-time” means that an employee works at least 1,800 hours in a 12-month period, is paid an hourly wage of at least 150% of the prevailing federal minimum wage and is eligible for an employer-subsidized health care benefits package.

A new full-time permanent position at the Existing Facilities and/or the Project Site would be a net new position to the State and would not include the movement of existing Company employees at other locations in the State, or employees of a company

Avail Enclosure Systems
December 12, 2024
Page 5

acquired by the Company after this date if the employee's place of employment immediately before the acquisition was elsewhere in the State.

"Permanent" means that the employee is on the payroll of the Company and not employed under a contract relationship.

Full-time employment will be measured annually as of December 31st of each required year, with employment reports due to the Department by January 31st of the following year with the first reporting beginning the first December 31st following disbursement. The Company will also provide an employment report at closing and disbursement of the Loan.

(3) The Borrower will maintain, in the aggregate, at least 108,000 square feet of manufacturing space at the Existing Facility and the Project Site for the term of the Loan.

(4) The Borrower will remain in compliance with the terms of the County's incentive described in 4(a) of the County's section for the term of the Loan.

(5) The Borrower will have spent at least \$1,800,000 in Project Costs at the Project Site by December 31, 2025.

Conditions:

(A) If the Borrower does not meet Performance Criteria (2), the Borrower would repay a pro-rata portion of principal (\$4,444) plus the associated portion of accrued interest due for every employee less than 162 but greater than 117.

(B) If the Borrower does not meet Performance Criteria (1), (3), (4), or (5) the Loan would be repaid in full.

(C) The Loan will close and be fully funded by December 31, 2025, which date may be extended at the sole discretion of the Department.

Avail Enclosure Systems
December 12, 2024
Page 6

4. **KENT COUNTY INCENTIVES**. Kent County is pleased to support the Project in the County with a package of combined funds and services.

(a) **Conditional Loan**. Under the matching provisions of MEDAF, the County could provide a \$20,000 Conditional Loan directly to the Company (the “County Loan”). All terms and conditions of the County Loan will follow the requirements on essentially the same terms as the Loan.

(b) **Commerce Zone Real Property Tax Credit**. The Kent County **Commerce Zone Tax Credit** program provides commercial or industrial real property owners, making a capital investment on the property, where a business entity locates to conduct business, a tax credit against the increased assessed value of the property for ten years. The credit is 50% for the first 5 years; 25% for years 6 and 7; and 15% for years 8 through 10.

Please contact Jamie Williams, Director of Economic and Tourism Development (KCETD), at 410-810-2168, or email at jlwilliams@kentgov.org for additional information regarding County assistance.

5. **OTHER INCENTIVES**. In addition to the incentives described above, the State could provide, through the appropriate state and local governmental instrumentalities, certain other incentives to induce the Company to complete the Project at the Project Site, including:

(a) **Job Creation Tax Credit**. The Company could be eligible for a Job Creation Tax Credit if it establishes or expands a Maryland business facility that is primarily engaged in manufacturing, mining, transportation, communications, agriculture, forestry, fishing, research, development, testing, biotechnology, computer programming, data processing or other computer related services; central financial, real estate, or insurance services; the operation of central administrative offices or a company headquarters; a public utility; or warehousing. The new or expanded facility may also qualify for the credit if it is primarily engaged in business services and is located in one of the following “priority funding areas”: an incorporated municipality, within the Baltimore Beltway, within the Maryland portion of the Washington, D.C. Beltway, in a federal empowerment zone, in a Maryland Enterprise Zone, in a sustainable community as defined in Section 6.01 of the Housing and Community Development (“DHCD”) Article, in any area in a county designated by the county as a priority funding area, or in that portion of the port land use development zone that has been designated as an area appropriate for growth in the county comprehensive master plan.

For businesses applying for certification for the Job Creation Tax Credit, most business entities must create at least 60 “qualified positions” within a 2-year period (permanent newly created Maryland positions of at least 1,680 hours per year resulting from the establishment or expansion of a business facility in a single location in the state, paid at least 150% of State minimum wage or the prevailing wage rate for an employee classification under section 17-201 of the State Finance and Procurement Article and provides employee benefits, including but not limited to, career advancement training, right to collective bargaining for wages and benefits,

Avail Enclosure Systems

December 12, 2024

Page 7

unemployment insurance, workers' compensation, health insurance benefits and retirement benefits). The 60 new job minimum is reduced to 25 new jobs if the facility is located in one of following "priority funding areas": an incorporated municipality, within the Baltimore Beltway, within the Maryland portion of the Washington, D.C. Beltway, in a federal empowerment zone, in a Maryland Enterprise Zone, in a sustainable community as defined in Section 6.01 of the Housing and Community Development ("DHCD") Article, in any area in a county designated by the county as a priority funding area, or in that portion of the port land use development zone that has been designated as an area appropriate for growth in the county comprehensive master plan. It is reduced to 10 jobs if the business is located in a County with average annual employment of less than 75,000 or median household income two-thirds of the statewide median household income.

Credit granted will be \$3,000 per qualified position. If the new or expanded facility is located in a "revitalization area" (a federal empowerment zone, a Maryland Enterprise Zone, a DHCD sustainable community or a Tier 1 County), then the credit is \$5,000 for each qualified position. An additional credit of \$1,000 per qualified position is available if a qualified veteran employee fills the position. Commerce can certify no more than \$4 million Job Creation Tax Credits per year. The credits will be certified on a first come, first served basis.

Based upon assumptions provided by the Company, the Company may qualify for credits of up to \$225,000 (45 x \$5,000), subject to final certification and the availability of credits at the time of certification.

The maximum credit allowed during any credit year for a single facility is \$1 million. If, during the three (3) years succeeding the credit year, the average number of qualified positions falls below the applicable minimum number of qualified positions, all credits shall be recaptured. If the number of qualified positions falls more than 5%, but not below the applicable minimum number of qualified positions, then the credit is recaptured in proportion to the decline in qualified employees.

(b) **One Maryland Tax Credit**. A qualified business entity that is located in a priority funding area in Kent County and approved by the Secretary of Commerce, may qualify for project tax credits against State income/insurance premium taxes. The amount the business entity may qualify for depends on the amount of the project costs it incurs and the number of qualified positions it creates within a 24-month period. A business may qualify for the following maximum credit amounts:

- For businesses that create 10-24 qualified positions: maximum \$1 million in credits based on eligible project costs.
- For businesses that create 25-49 qualified positions: maximum \$2.5 million in credits based on eligible project costs.
- For businesses that create at least 50 qualified positions: maximum \$5 million in credits based on eligible project costs.

Avail Enclosure Systems
December 12, 2024
Page 8

To be eligible, the business entity must notify the Department before hiring employees or incurring costs, have eligible project costs of at least \$500,000, meet the minimum job creation requirement, and meet certain other requirements. A “qualified position” must pay at least 120% of the State minimum wage and be full-time. The business entity may carry forward the credit for 10 years.

Beginning four years after the first credit year, if the full project tax credit has not been taken against the business entity’s State tax, the business may claim a refund, up to the amount of State taxes that the business is required to withhold from the wages of qualified employees.

Based upon the Project Description provided by the Company, the Company **could be eligible for tax credits of up to \$1,800,000.**

Unless otherwise noted, please contact Ms. Abigail McKnight, Program Manager, Tax Incentives, Office of Finance Programs, Maryland Department of Commerce, at 410-767-4041, toll-free at 877-821-0099, or email at abigail.mcknight@maryland.gov, for additional information concerning tax credits, and if applicable, to make application for the Tax Credit programs.

(c) **Sales Tax Exemption.** The Company may be exempt from state sales taxes on equipment that is purchased for use in a production activity, tangible personal property consumed in a production activity, and energy sources consumed directly and predominately in a production activity, in connection with the Company’s production.

(d) **Maryland Commuter Tax Credit.** Maryland employers that pay for part or all of eligible monthly commuting expenses for their employees can qualify for a tax credit equal to 50% of the cost of those expenses with a cap of \$50 per employee per month. This includes expenses incurred for monthly usage of bus or rail service provided by the Washington Metropolitan Area Transit Authority or the Maryland Mass Transit Administration, MARC trains and vanpools. The credit can be claimed against State income taxes, State and local taxes withheld for tax-exempt organizations, or insurance premium taxes. When combined with federal tax incentives, this State tax credit allows employers to offer a new employee benefit for a fraction of the total cost. *Please call the Maryland Mass Transit Administration at 410-767-8755 for more details.*

(e) **Partnership for Workforce Quality Grant.** The Partnership for Workforce Quality program can reimburse qualifying companies for up to 50% of the direct cost of training and can also provide professionals to assist businesses in connecting with other State resources available for productivity and training needs assessments and to advise businesses about training curriculum development. The Company would need to submit an application with all supporting information about the training programs to enable the Department to determine the eligibility of the Company’s training costs for reimbursement under the Grant.

Avail Enclosure Systems
December 12, 2024
Page 9

Please contact Ms. Nancy LaJoice, Senior Business Development Representative, Maryland Department of Commerce at 443-930-0753 or by email at nancy.lajoice@maryland.gov to make application for the Partnership for Workforce Quality Grant.

(f) **Maryland Disability Employment Tax Credit**. The Maryland Disability Employment Tax Credit (“MDETC”) is a Maryland State tax credit that allows employers to claim credit for employees with disabilities.

- For each of the first two years of employment, a credit is allowed in an amount equal to 30% of up to the first \$9,000 (\$2,700) of wages paid. Employers can also benefit from a tax credit for work-related childcare or transportation expenses paid by the employer. The credit is up to \$900 of the qualified childcare or transportation expenses incurred during each of the first two years of employment. The MDETC may be claimed concurrently with any available federal tax credits for which the employee may be eligible.

The Company must hire an individual with a disability and obtain a determination from the Division of Rehabilitation Services (“DORS”) of the Maryland State Department of Education, or the Maryland Department of Labor for a disabled veteran, that the individual is a qualified employee with a disability. *Please call the Department of Labor at 410-767-2047 for more details.*

6. **CONDITIONS**. The extension of financial assistance will be subject to the Department’s and County’s due diligence review of the Company’s business and financial affairs and documentation satisfactory to the Department’s and County’s counsel. **The Loan is subject to approval by all appropriate approval authorities. A later commitment for any financial assistance will be subject to the availability of funding and adequate appropriations, the payment of applicable fees, and compliance with all applicable state and federal laws.**

Any public communication (i.e., letters to legislators, press releases, discussion with local media, tombstone ads, staged events with public officials) about the proposed Project must first be agreed to by the Department’s Communications Office, at 410-767-6318, since erroneous or premature publicity could affect the composition of the incentives under discussion.

Recipients of the Department's financial assistance are prohibited from discriminating on the basis of race, color, sex, religion, or national or ethnic origin in the hiring of contractors (or permitting contractors to discriminate in hiring of subcontractors) for projects funded by that financial assistance. The Recipient agrees to support the State’s interest in expanding procurement opportunities for contractors and vendors who are minority business enterprises (“MBEs”). The Recipient will designate an individual to identify procurement opportunities in the Project and to work cooperatively with the Department's Office of Contracts and Procurement to identify MBEs that have the capacity to provide goods or services for the Project. (Contact Mr. Daniel Leonard, Director, EEO and Fair Practices, at 410-767-6470, 401 East Pratt


Avail Enclosure Systems
December 12, 2024
Page 10

Street, 5th Floor, Baltimore, Maryland 21202.) The Recipient will submit a list, updated at least annually until the Project is completed, of the MBEs from which goods or services were procured related to the Project, and the nature and dollar amount of such goods or services.

7. **EXPIRATION**. While this letter is intended as a non-binding expression of intent rather than an enforceable commitment, and while material provisions that will be critical to an acceptable agreement are absent from this summary, we hope that it will serve as a useful framework for the prompt completion of negotiations. Please sign and return this letter to the Department as soon as possible, but no later than **January 14, 2025**, to expedite negotiations and preserve the Project’s high priority status.

The Department invites you to contact Mr. R. Bruce Alderman of the Office of Finance Programs, Commerce, at 410-767-6377, or by email at robert.alderman@maryland.gov for details and further steps. We look forward to working with you.

Sincerely,

DocuSigned by:

AE8B47C0233F4ED...
Kevin A. Anderson
Secretary
Department of Commerce

Ronald H. Fithian
President
County Commissioners of Kent County

Accepted this ____ day of _____, 2025

Avail Enclosure Systems

Name: _____

Title: _____

FID#: _____

MD UI # _____

(The Federal Identification Number and Maryland Unemployment Insurance Number are needed to encumber funds for the Project, as well as a W-9 for the Borrower.)

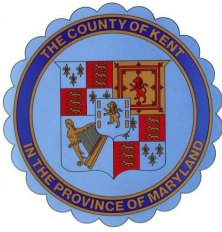
Avail Enclosure Systems

December 12, 2024

Page 11

Upon the Company's signing, please return this original letter directly via overnight delivery to Mr. Bruce Alderman, Office of Finance Programs, Commerce, 401 East Pratt Street, Suite 1760, Baltimore, MD 21202.

cc: Ms. Jamie Williams, Director, Department of Economic and Tourism Development
Kent County (jlwilliams@kentgov.org)
Mr. Bruce Alderman, Finance Specialist, Office of Finance Programs, Finance
Mr. Timothy Doyle, Program Manager, Office of Finance Programs, Commerce
Mr. Andy Fish, Senior Director, Office of Finance Programs, Commerce.
Ms. Nancy LaJoice, Senior Business Development Representative, Commerce
Ms. Karen Glenn Hood, Director, Media Relations and Public Affairs, Commerce
Ms. Abigal McKnight, Program Manager, Tax Incentives, Office of Finance Programs,
Commerce
FPAA Workflow Coordinator, Commerce



Jim Miller, Director, Human Resources
1/9/2025
County Commissioners Meeting

Item Summary:

Senior Staff Employment Contract

ATTACHMENTS:

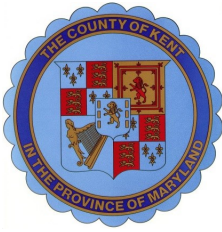
Description

HR Department Cover Sheet

“Providing leadership and support to ensure the successful recruitment, development, and retention of a diverse, effective, and competent workforce to serve the residents of Kent County, MD.”

Kent County Department of Human Resources





Jim Miller, Director, Human Resources
1/9/2025
County Commissioners Meeting

Item Summary:

Kent Family Center, Child Development Teacher (Part Time) Vacancy

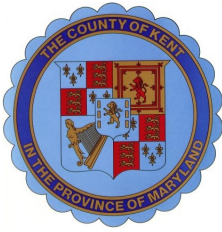
ATTACHMENTS:

Description

Cover Sheet

We take care of employees from “Hire to Retire – and Beyond.”- Kent County Human Resources





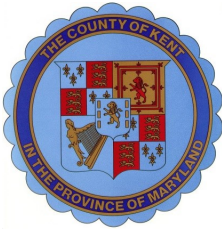
Citizen Request
1/9/2025
County Commissioners Meeting

Item Summary:

In Kind Response Letter

ATTACHMENTS:

Description



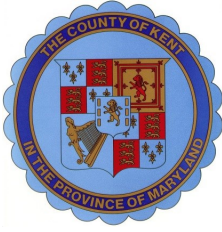
Robert Bell, Executive Director, Kent County Public Library
1/9/2025
County Commissioners Meeting

Item Summary:

Library Board of Trustees

ATTACHMENTS:

Description



Martin Luther King, Jr. Proclamation 1/9/2025 County Commissioners Meeting

Item Summary:

Reverend Dr. Martin Luther King, Jr. Remembrance Day, January 20, 2025

ATTACHMENTS:

Description

01.09.25 Proclamation, Reverend Dr. Martin Luther King, Jr.

Kent County, Maryland



Proclamation

Reverend Dr. Martin Luther King, Jr.
“Living the Dream... Starts with Me”
January 20, 2025

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

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

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

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, do hereby proclaim January 20, 2025, as “**Reverend Dr. Martin Luther King, Jr. Remembrance Day**”, in Kent County, and join the Minary’s Dream Alliance, Inc., Washington College, and the Kent County NAACP, to honor the memory of Reverend Dr. Martin Luther King, Jr. on this day.

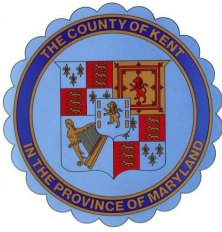
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

January 9, 2025



Ashley Albia, Treasury Accountant, Office of Finance
1/9/2025
County Commissioners Meeting

Item Summary:

Estimated Expenditures for Police Protection - Kent County Sheriff's Office

ATTACHMENTS:

Description

12.17.24 Estimated Expenditures for Police Protection - Sheriff's Department

FORM 2 - Due Date: December 20, 2024 by 11:59 PM via Grant Management System (GMS)

Subdivision Kent County Municipality _____
 (County) (Incorporated City/Town)

ESTIMATED EXPENDITURES FOR POLICE PROTECTION
 (Fiscal Year Ending June 30, 2025)

<u>PART I</u>	(a) Police Department	(b) Sheriff's Department			
<u>SUMMARIZE (Omit Cents)</u>					
Salaries and Wages		\$ 2,687,401			
Capital Outlay		\$ 363,222			
Debt Service		\$ -			
Other Operating Expenses:					
Communications		\$ 33,217			
Travel		\$ 57,318			
Fuel & Utilities		\$ 18,660			
Contractual Services		\$ 85,224			
Supplies & Materials		\$ 75,086			
Fixed Charges					
(Rent, Insurance, etc.)		\$ 176,161			
Motor Vehicle					
Operation		\$ 194,376			
Contributions					
(Retirement and Social					
Security - Salaries only)		\$ 949,081			
Miscellaneous		\$ 291,088			
TOTAL COLUMN (a)	-	4,930,834	#	% =	\$ -
					TOTAL COLUMN*
		SUB-TOTAL PART 1	\$ 4,930,834	#	
		(Total Column (a) and (b))			

The percentage is only applicable to agencies requesting funds for both the Police Department and Sheriff's Office.

<u>PART II</u>		<u>PART III</u>	
Traffic Control	\$ 29,155	Sub-Total PART I	\$ 4,930,834
Central Alarm System	\$ 1,007,605	Sub-Total PART II	\$ 1,036,760
SUB-TOTAL PART II	\$ 1,036,760	TOTAL (PARTS I & II)	\$ 5,967,594

Do you receive reimbursement of police costs from other jurisdictions? NO
 IF YES, deduct these expenses to eliminate duplication of costs.

I/we certify that the information contained herein is true, correct, and complete to the best of my/our knowledge.

Ashley Albia
 Prepared by

[Signature]
 Chief of Police/Sheriff-Signature

Treasury Accountant
 Title

410-810-1368
 Telephone Number

[Signature]
 Chief Executive Officer of County or Municipality
 Signature 12/17/24

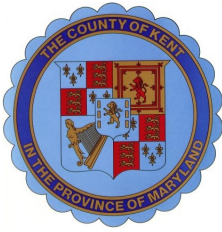
aalbia@kentgov.org
 E-mail address

Roster of Current Mandated Employees

Agency: 328 Kent County Sheriff

Name	CERT #	Rank	----- Certification -----		
			Status	Expires	Prob. Expires
Baker, Francis W.	198597	Deputy	C	06-30-2025	
Blazejak, Nathan A.	161077	Corporal	C	06-30-2025	
Collins, Brady M.	196713	Deputy	C	06-30-2025	
Dolgos, John A.	131700	Deputy	C	06-30-2025	
Duhamell, Scott M.	169314	Lieutenant	C	06-30-2025	12-01-2007
Freeman, Aquil E.	193762	Deputy First Class	C	06-30-2025	
Griffitts, Kasey N.	192198	Corporal	C	06-30-2025	
Hickman Jr., Dennis W.	136458	Sheriff	C	06-30-2025	
Hudson, Parker L.	190426	Corporal	C	06-30-2025	12-06-2017
Kettner III, Harry A.	169513	Lieutenant	C	06-30-2025	
Kirby, James B.	139025	Deputy	C	06-30-2025	
Lockerman, Scott W.	188529	Corporal	C	06-30-2025	
Maloney, Sean M.	181149	Sergeant	C	06-30-2025	12-15-2012
Manning IV, George T.	184521	Corporal	C	06-30-2025	
Manning, Samuel L.	190425	Deputy	C	06-30-2025	
Metzbower, Scott N.	115102	Deputy	C	06-30-2025	
Nolan, David W.	189296	Corporal	C	06-30-2025	
Parent, Daniel G.	199165	Deputy First Class	C	06-30-2025	
Piasecki, Michael V.	176176	Deputy First Class	C	06-30-2025	09-06-2019
Proudfoot, Jordan A.	192389	Corporal	C	06-30-2025	03-05-2019
Rhodes, Colin A.	194438	Deputy First Class	C	06-30-2025	
Steppe, Shane L.	203159	Deputy	P		03-05-2025
Strong, Richard J.	150117	Deputy First Class	C	06-30-2025	
Trinks, Philip E.	183263	Corporal	C	06-30-2025	
Watson, Joseph N.	181338	Sergeant	C	06-30-2025	01-21-2013

Total Officers: 25



Municipal Letters 1/9/2025 County Commissioners Meeting

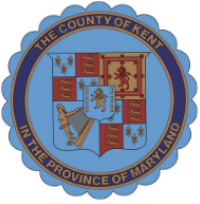
Item Summary:

Invitations for Work Sessions

ATTACHMENTS:

Description

- 01.09.25 Town Of Betterton Work Session Invite
- 01.09.25 Town Of Chestertown Work Session Invite
- 01.09.25 Town Of Galena Work Session Invite
- 01.09.25 Town Of Millington Work Session Invite
- 01.09.25 Town Of Rock Hall Work Session Invite



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

January 9, 2025

DRAFT

Mayor Don Sutton
Town of Betterton
100 Main Street
P.O. Box 339
Betterton MD 21610

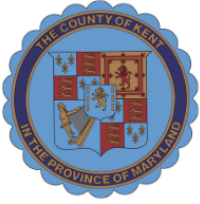
Dear Mayor Sutton and Council Members:

I am pleased to extend this invitation to each Mayor and Council to attend a work session on February 11, 2025, at 3:00 p.m. This session will discuss the tax differential and rebate request letter from Mayor David Foster of Chestertown, dated December 11, 2024, along with any municipal budgetary matters concerning the County Commissioners of Kent County. If you have any questions or concerns regarding the session, please do not hesitate to contact me. To confirm your attendance, kindly send an email to kentcounty@kentgov.org by February 7, 2025, close of business. I look forward to hearing from you.

Sincerely,

Shelley L. Heller
County Administrator

Cc: The County Commissioners of Kent County



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

January 9, 2025

DRAFT

Mayor David Foster
Town of Chestertown
118 N. Cross Street
Chestertown, MD 21620

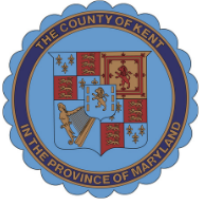
Dear Mayor Foster and Council Members:

In response to your tax differential/rebate request letter dated December 11, 2024, the County Commissioners of Kent County would like to extend an invitation to attend the February 11, 2025, Work Session at 3:00 p.m. If you have any questions or concerns regarding the session, please do not hesitate to contact me. To confirm your attendance, kindly email kentcounty@kentgov.org by February 7, 2025, close of business. We look forward to hearing from you.

Sincerely,

Shelley L. Heller
County Administrator

Cc: The County Commissioners of Kent County



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

January 9, 2025

DRAFT

Mayor John T. Carroll, Jr.
Town of Galena
101 South Main Street
P.O. Box 279
Galena, MD 21635

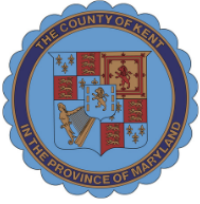
Dear Mayor Carroll and Council Members:

I am pleased to extend this invitation to each Mayor and Council to attend a work session on February 11, 2025, at 3:00 p.m. This session will discuss the tax differential and rebate request letter from Mayor David Foster of Chestertown, dated December 11, 2024, along with any municipal budgetary matters concerning the County Commissioners of Kent County. If you have any questions or concerns regarding the session, please do not hesitate to contact me. To confirm your attendance, kindly send an email to kentcounty@kentgov.org by February 7, 2025, close of business. I look forward to hearing from you.

Sincerely,

Shelley L. Heller
County Administrator

Cc: The County Commissioners of Kent County



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

January 9, 2025

DRAFT

Mayor Kevin Hemstock
Town of Millington
402 Cypress Street
P.O. Box 330
Millington, MD 21651

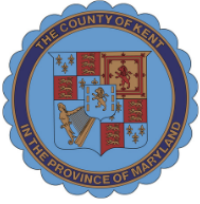
Dear Mayor Hemstock and Council Members:

I am pleased to extend this invitation to each Mayor and Council to attend a work session on February 11, 2025, at 3:00 p.m. This session will discuss the tax differential and rebate request letter from Mayor David Foster of Chestertown, dated December 11, 2024, along with any municipal budgetary matters concerning the County Commissioners of Kent County. If you have any questions or concerns regarding the session, please do not hesitate to contact me. To confirm your attendance, kindly send an email to kentcounty@kentgov.org by February 7, 2025, close of business. I look forward to hearing from you.

Sincerely,

Shelley L. Heller
County Administrator

Cc: The County Commissioners of Kent County



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

January 9, 2025

DRAFT

Mayor James Cook
Town of Rock Hall
21447 Rock Hall Avenue
P.O. Box 367
Rock Hall MD 21661

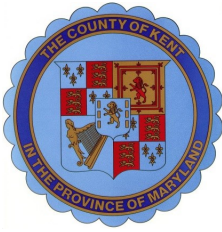
Dear Mayor Cook and Council Members:

I am pleased to extend this invitation to each Mayor and Council to attend a work session on February 11, 2025, at 3:00 p.m. This session will discuss the tax differential and rebate request letter from Mayor David Foster of Chestertown, dated December 11, 2024, along with any municipal budgetary matters concerning the County Commissioners of Kent County. If you have any questions or concerns regarding the session, please do not hesitate to contact me. To confirm your attendance, kindly send an email to kentcounty@kentgov.org by February 7, 2025, close of business. I look forward to hearing from you.

Sincerely,

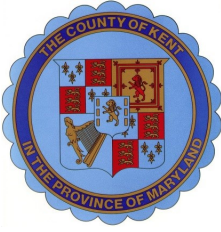
Shelley L. Heller
County Administrator

Cc: The County Commissioners of Kent County



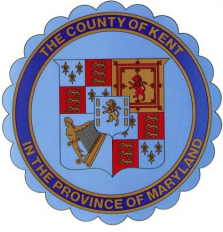
**Agricultural Advisory Commission
1/9/2025
County Commissioners Meeting**

ATTACHMENTS:
Description



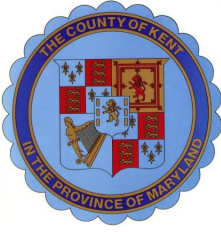
Agricultural Preservation Advisory Board
1/9/2025
County Commissioners Meeting

ATTACHMENTS:
Description



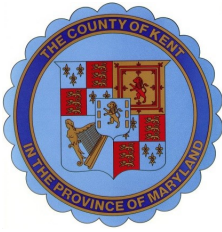
**Board of Appeals
1/9/2025
County Commissioners Meeting**

ATTACHMENTS:
Description



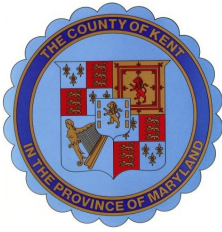
**Historic Preservation Commission
1/9/2025
County Commissioners Meeting**

ATTACHMENTS:
Description



**Planning Commission
1/9/2025
County Commissioners Meeting**

ATTACHMENTS:
Description



Procedures For Public Comment 1/9/2025 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment



Office of The County Commissioners

Press and Public Comments

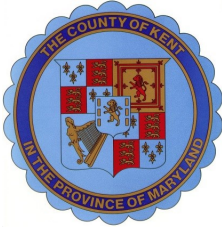
Time is allotted at the end of each meeting for the Commissioners to receive comments from the public. Anyone interested in speaking must sign up on the provided Public Comment sign-up sheet located on the table inside the meeting room.

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 of County business. Written statements can be hand-delivered or mailed to:

The County Commissioners of Kent County, Maryland
400 High Street
Chestertown, MD 21620
kentcounty@kentgov.org



**American Rescue Plan Act (ARPA) Funds Spend Plan
1/9/2025
County Commissioners Meeting**

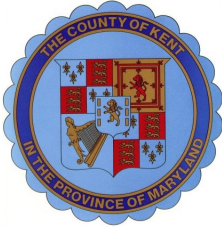
ATTACHMENTS:

Description

12-17-2024 ARPA Fund Commissioner Report

**AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
12/17/2024**

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
Re-obligate funds to reflect actual funds utilized			12/17/24	(55,539)	
AV System	Information Technology	71,254	10/26/21	71,254	5/17/2023
Re-obligate funds to reflect actual funds utilized			12/17/24	(1)	
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	12/30/2023
Re-obligate funds to reflect actual funds utilized			12/17/24	(17,736)	
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	7/26/2023
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	8/2/2023
Re-obligate funds to reflect actual funds utilized			12/17/24	(1,158)	
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	11/10/2023
Millington/RT301 Wastewater Conveyance System Capacity Study		9,500	09/27/22	9,500	1/30/2024
Re-obligate funds to reflect actual funds utilized			12/17/24	(15,089)	
Tolchester Wastewater-Design Services Influent Screen	Water & Wastewater Fund	52,910	02/08/22	52,910	4/13/2023
Tolchester Wastewater - Bid Services and Const. Management		35,735	09/27/22	35,735	8/14/2024
Tolchester Wastewater Influent Screen Construction		600,914	04/25/23	600,914	6/6/2024
Re-obligate funds to reflect actual funds utilized			12/17/24	(52,031)	
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	33,076	03/22/22	33,076	6/30/2023
Worton WWTP Influent Lagoon Engineer Const. Management		43,736	03/08/23	43,736	8/21/2023
Worton WWTP Lagoon Sludge Removal Contract		1,400,725	12/13/22	1,400,725	7/31/2023
Worton WWTP Lagoon Sludge Removal Contract Change Order #1		30,000	06/13/23	30,000	7/31/2023
Worton WWTP Lagoon Sludge Removal Contract Change Order #2		(486,784)	08/08/23	(486,784)	
Re-obligate funds to reflect actual funds utilized			12/17/24	(21)	
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	8/31/2023
Re-obligate funds to reflect actual funds utilized			12/17/24	(5,413)	
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	40,000	10/25/22	40,000	2/13/2023
Re-obligate funds to reflect actual funds utilized			12/17/24	(38,850)	
Worton WWTP Solids Press Replacement Design	Water & Wastewater Fund	64,940	11/28/23	64,940	
Worton WWTP Dewatering Equipment	Water & Wastewater Fund	470,200	12/03/24	470,200	
Worton WWTP Dewatering Equipment		43,877	12/17/24	43,877	
Worton WWTP Solids Press Replacement Construction Management		20,000			
Worton WWTP Solids Press Replacement		250,000			
Re-obligate funds to reflect actual funds utilized			12/17/24	(50,000)	
Sewer Jetter Camera Nozzle	Water & Wastewater Fund	14,065	04/02/24	14,065	7/15/2024
Major Repairs and Expenses	Water & Wastewater Fund				
Well redevelopment program		40,000	04/02/24	40,000	6/30/2024
Re-obligate funds to reflect actual funds utilized			12/17/24	(22,279)	
Pump Stations - pump replacement program		28,000	04/02/24	28,000	
Re-obligate funds to reflect actual funds utilized			12/17/24	(2,183)	
Worton Wastewater Treatment Plant - replace electrical wiring		50,000	04/02/24	50,000	
Worton Wastewater Treatment Plant - replace electrical wiring		(7,020)	12/17/24	(7,020)	
Fairlee Water Treatment Plant - design/replace actuator valve & repair piping		15,000	04/02/24	15,000	
Re-obligate funds to reflect actual funds utilized			12/17/24	(1,460)	
Tolchester Wastewater Treatment Plant - replace control valves		19,000	04/02/24	19,000	
Pump Station SCADA Upgrades - convert remainder of locations		36,675	04/02/24	36,675	
Pump Station SCADA Upgrades - convert 7 remote pump stations to fiber		21,200	12/17/24	21,200	
Wesley Chapel Pump Station Wet Well	Water & Wastewater Fund	36,700	06/25/24	36,700	
Courthouse Lobby Alteration project	Buildings & Grounds -Circuit Co	13,971	09/24/24	13,971	
Fairlee Well No. 2 replacement - engineering services	Water & Wastewater Fund	78,259	12/03/24	78,359	
Total Amount of Funds Committed		<u>\$ 4,306,564</u>		<u>\$ 3,774,904</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ (539,787)</u>		<u>\$ (8,127)</u>	



Contingency and Use of Fund Balance Report 1/9/2025 County Commissioners Meeting

ATTACHMENTS:

Description

12-17-2024 Commissioner Report Contingency

