

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

October 25, 2016

Call to Order/Pledge of Allegiance/Moment of Silence

Invitations

Compass Regional Hospice

MD Environmental Services Midshore Event

Correspondence Review

Report Out of Closed Session

Letter to Alcoholic Beverages License Holders

Action Items

Minutes, October 18, 2016

Liquor Minutes, October 18, 2016

Closed Session Minutes

Raffle Permits

Eastern Shore Rabbit Rescue, Raffle Only, November 12, 2016

Special Class C Licences

Eastern Shore Rabbit Rescue, Beer and Wine, November 12, 2016

Appointments

Millington Water Audit Results

CJ Morales, Mayor, Kevin Hemstock, and David Rice, Councilmen, The Town of Millington; Greg Swartz, Acting Division Chief, Kent County Water and Wastewater

Greg Swartz, Acting Division Chief, Water and Wastewater

Departmental Update

2016 Horticulture Program Overview

Sabine Harvey, Horticulture Program Assistant, Master Gardener, University of Maryland Extension

Marty Hale, Director, Human Resources

Resolution for Amendment to Holiday Policy

Marty Hale, Director, Human Resources

Proposal for Employee Compensatory Leave Buy-Back

Departmental Update

Scott Boone, Director, Information Technology

Fiber Project Progress Report

County Administrator

Holding Cell In Court House

Request for Contingency Funds

Yard Waste Grinding Process

Commercial Property Assessed Clean Energy MD-PACE Agreement

Request to Approve Rental Property Allowance Agreement

Request to Re-Appoint Student Member on the Economic Development Commission

Letters for Signature

Thank you Letter to Comptroller Peter Franchot

Public Comment/Media Review

Contingency Fund

FY16 Contingency Report as of 10/18

FY17 Contingency Fund Report as of 10/18

For Your Information

Mills Branch Support Letters

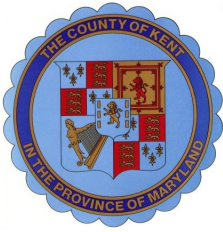
Thank You from States Attorney

Closed Session

Employment Recommendation

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

(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.)



**Compass Regional Hospice
10/25/2016
Regular Meeting**

ATTACHMENTS:

Description

Compass Regional Hospice



Please Join Compass Regional Hospice

for a meet & greet on

Wednesday, November 2, 2016

from 5:30 to 7:30 p.m.

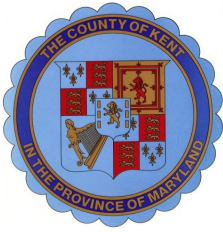
Chester River Yacht & Country Club

7738 Quaker Neck Rd, Chestertown

Meet the staff of Compass Regional Hospice and learn more about hospice services and grief support that is available in Kent County.

R.S.V.P. to Kenda Leager, (443) 262-4106
or kleager@compassregionalhospice.org





**MD Environmental Services Midshore Event
10/25/2016
Regular Meeting**

ATTACHMENTS:

Description

Free Household Hazardouse Waste Drop Off Day

FREE Household Hazardous Waste Latex Paint and Electronics Recycling Drop-Off Day

Saturday, November 5, 2016

At the **Midshore I Transfer Station** (Talbot County)
7341 Barkers Landing Road, Easton (off of Dover Neck Road)
The event is scheduled from 8:00 a.m. to 2:00 p.m., rain or shine.

*The service is limited to **Midshore residents** not businesses of
(Caroline, Kent, Queen Anne's and Talbot Counties)*

Acceptable Household Hazardous Waste Items Include:

- Gas, gas/oil mixes and automotive fuels
- Acids, cleaners, and solvents
- Chemicals (pool, darkroom, etc.)
- Pesticides, insecticides and herbicides
- Oil based paint, paint thinner, stains, turpentine, wood preservatives and wood strippers
- Fluorescent tubes and lamps (limit 15)
- Mercury thermometers

Acceptable Electronics Will Include:

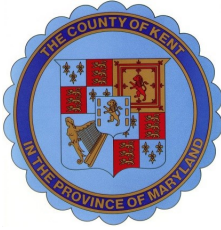
- Computers and peripherals (keyboards, laptops, monitors, mice, printers, cables, modems, etc.)
- TVs, remotes, VCR, CD and DVD players (limit 4 TV's)
- CB radios, fax machines, answering machines and copiers

Usable latex paint will be accepted for recycling. Do not bring unusable latex paint to the event. Instead, solidify the paint with an absorbent such as kitty litter, dirt or mulch and dispose of the paint in regular trash.

Items NOT Accepted at this event are:

- Household trash
- Explosives and ammunition
- Medical and radioactive wastes
- Compressed gas cylinders
- Asbestos
- Smoke detectors
- Business, industrial and commercial farm wastes
- Appliances
- Power tools and power tool batteries
- Tires
- Household batteries
- Road/marine flares
- Liquid containers over 5 gallon maximum size
- **Any household waste over 20 gallons or maximum of 250 pounds per household**

For questions on the program, please contact the Maryland Environmental Service at 1-800-473-2925.



Report Out of Closed Session 10/25/2016 Regular Meeting

Item Summary:

In closed session, the Commissioners discussed pending or potential litigation. The reason for closing is confidentiality of matters relating to pending or potential litigation in accordance with State Government Article, General Provisions §3-305(b)(8) of the Annotated Code of Maryland. On motion by Commissioner Short and seconded by Commissioner Fithian, the Commissioners unanimously agreed to support the recommended settlement offer.

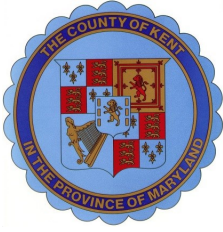
ATTACHMENTS:

Description

Report Out of Closed Session - October 18, 2016

REPORT OF CLOSED SESSION HELD ON October 18, 2016

In closed session, the Commissioners discussed pending or potential litigation. The reason for closing is confidentiality of matters relating to pending or potential litigation in accordance with State Government Article, General Provisions §3-305(b)(8) of the Annotated Code of Maryland. On motion by Commissioner Short and seconded by Commissioner Fithian, the Commissioners unanimously agreed to support the recommended settlement offer.



**Letter to Alcoholic Beverages License Holders
10/25/2016
Regular Meeting**

ATTACHMENTS:

Description

10.19.16 Letter to Alcoholic Beverages License Holders

The Board of License Commissioners of Kent County

WILLIAM W. PICKRUM
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

WILLIAM A. SHORT
MEMBER
STILL POND, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-7435
FACSIMILE 410-778-7482

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

ROBERT A. EDLER
ALCOHOLIC BEVERAGE INSPECTOR

October 19, 2016

Dear Licensee:

I would like to take this time to review two issues important to all Alcoholic Beverage licensees in Kent County.

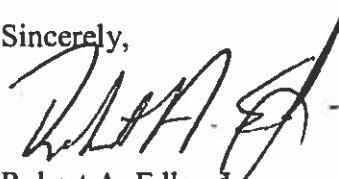
First, Maryland Annotated Code, Alcoholic Beverages III Article §24-1903, *Alcohol Awareness Program*, requires a licensed premises to have at least one employee present during operating hours certified by an approved alcohol awareness program. There are two major certifications available, Training for Intervention Procedures (TIPS) and Techniques of Alcohol Management (TAMs). The TIPS class is offered through this office, usually one class per month. Anyone needing certification may contact me for upcoming class dates and registration. Penalties for failure to have an employee on premise that is certified are fines, or a suspension or revocation of the license, or both.

Second, there has been an influx in the use of false identification by underage youth to purchase alcohol products. Please be aware there are many state false identification licenses being used. A significant number of fraudulent licenses are manufactured as West Virginia, Rhode Island, and Connecticut driver's licenses.

I request that you and your staff be extra vigilant in checking identification of customers, and report any violations or suspicious activities to this office. I am confident that through combined efforts, we can reduce the amount of underage or illegal sales of alcohol.

I can be reached at (410) 810-2212 or (443) 282-5785 or redler@kentgov.org should you have any questions or concerns.

Sincerely,

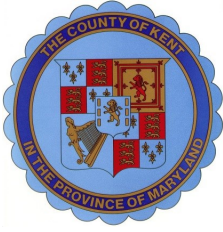


Robert A. Edler, Jr.
Alcoholic Beverage and Tobacco Inspector
Kent County, Maryland

RAE/aeb

cc: Board of License Commissioners
Shelley L. Heller, County Administrator





Eastern Shore Rabbit Rescue, Raffle Only, November 12, 2016
10/25/2016
Regular Meeting

ATTACHMENTS:

Description

Eastern Shore Rabbit Rescue Application

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION
Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1705.

Name of Organization: Eastern Shore Rabbit Rescue and Education Center Inc.

Address of Organization: 5718 Main St PO Box 697 Rock Hall, MD 21661

Telephone: (410) 639-7535

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: 47-2520393

Name, address and telephone number of person responsible for complying with permit regulations and requirements: Cora Dickson

6023 Boyce Lane

Rock Hall, MD 21661

(410) 639-7120

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

Location address of fund-raising affair: Emmanuel Church Parish Hall

101 N Cross St

Chestertown, MD 21620

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

Date(s) of fund-raising: October - November 2016

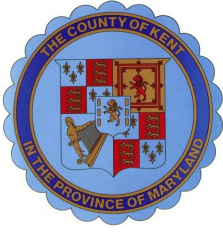
Date and Time of Drawing: November 12, 2016 Begin at: _____ End at: 8:00 pm

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

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

Signature of person completing this application: Cora Dickson

- Please Select One:
- Pick Up
 - Mail Permit (will be mailed to person responsible)



**Eastern Shore Rabbit Rescue, Beer and Wine, November 12, 2016
10/25/2016
Regular Meeting**

ATTACHMENTS:

Description

Eastern Shore Rabbit Rescue Application

Alcoholic Beverages Law
APPLICATION FOR A SPECIAL CLASS "C" LICENSE

Application is made by the undersigned under the provisions of Article 2B, as amended, title "Alcoholic Beverages", for a Special Class C License.

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

We submit and certify to the following information and statements as required by said Article 2B.

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

Eastern Shore Rabbit Rescue and Education Center, Inc.

Address 5718 Main St. PO Box 697 Pockethall, MD 21661

Type of Function

Fundraiser

Location of Function Emmanuel Church Parish Hall 101 N Cross St Chestertown

2. This function is operated exclusively for a bona fide religious, fraternal, civic, veteran's hospital, or charitable club, society, association, or organization.

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

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

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

Yes or No

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

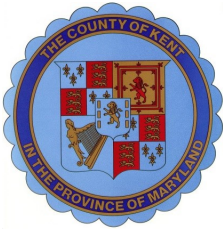
7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License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

8. The license for which this application is made is to be for the following day(s) Nov. 12, 2016 and the applicant tenders herewith the sum of (\$ 15 Per Day) (\$ 15) in payment for the license.

Please Select One:

() Pick Up

(X) Mail Permit (will be mailed to above address)



Millington Water Audit Results
10/25/2016
Regular Meeting

University of Maryland Extension

HORTICULTURE PROGRAM, 2016

Kent Horticulture Lecture Series, Fridays in March. In collaboration with the KC Public Library

- *“Container Gardening”*, Molly Garrett, Univ. of MD, QA County Master Gardener Coordinator
- *“Right Tree in the Right Place”*, Jonathan Cowherd, Bartlett Trees Experts
- *“Invasive Species and some Native Alternatives”*, Eric Buehl, Regional Watershed Restoration Specialist, UMD Sea Grant Extension Program
- *“Garden CSI: What is hiding in your plants?”*, Mikaela Boley, Talbot County Master Gardener Coordinator

About 35-55 people attend each talk



Other Events

- Seed Swap, in collaboration with the KC Public Library. 99 people attended!
- Tomato Tasting event, in collaboration with Lockbriar Farms.
- Various talks for businesses, garden clubs, support groups, etc.
- Shore Homesteading Series in collaboration with the Chestertown Environmental Committee

Plant Clinics

- Every other Saturday during Farmer’s Market in Fountain Park from April until September. Master Gardeners from both Queen Anne’s and Kent County participate. Very successful!
- Plant clinic booths at Chestertown Earth Day/Mutt Strut Event, Tea Party Festival

Youth Programs

- 3rd and 4th grade Outdoor Ed. In collaboration with Soil Conservation, Sassafras Environmental Education Center, Sassafras River Association. More pre- and post fieldtrip instruction
- Worton Elementary School Garden: KCPS Summer School, garden club, every afternoon
- Tomato Project, 4-H Youth: growing tomatoes, canning workshop, attendance at tomato tasting event



Victory Garden at Kent County Middle School

All 7th graders spent 5 hours in the garden as part of their curriculum. Growing different varieties of heirloom corn. Highlight of this year was the Hispanic Heritage Celebration. Students made tortillas and salsa with produce from the garden.

A group of Master Gardeners maintains the garden during the summer. For more info go to Facebook: “School and Community Gardens in Kent County”

General Horticultural Support

- Increased number of inquiries about gardening, pests, diseases etc
- Support for Master Gardener Program: number of MGs in Kent County is growing

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MARYLAND
EXTENSION
Solutions in your community

**KCMS GARDEN
HARVEST CELEBRATION**
Friday September 16th 5pm to 7pm

Come join us to enjoy some of
the bounty from our school garden

homemade
tortillias



peppers



fresh
salsa



watermelon

Check out our new sports fields and track

soccer



tennis



basketball



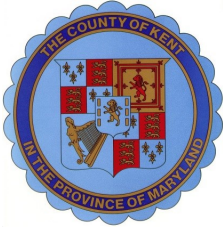
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Solutions in your community



Linnaea
WASHINGTON COLLEGE



University of Maryland Extension programs are open to all persons and will not discriminate against anyone because of race, age, sex, color, sexual orientation, physical or mental disability, religion, ancestry, or national origin, marital status, genetic information, or political affiliation, or gender identity and expression.



Marty Hale, Director, Human Resources
10/25/2016
Regular Meeting

ATTACHMENTS:

Description

Proposed Amended Policy

Resolution 2016-14 Holiday Leave

RESOLUTION

AMENDING THE PERSONNEL POLICIES AND PROCEDURES MANUAL FOR KENT COUNTY, MARYLAND

The Board of County Commissioners of Kent County hereby resolve to amend Part V (Salaries and Benefits), Article III (Holidays), Section PM72-18 (Usage) of the *Personnel Policies and Procedures Manual for Kent County* (adopted February 10, 2009) for the purpose of clarifying and revising the County's policies and procedures concerning holiday.

For the aforesaid purposes, the Board of County Commissioners for Kent County hereby amends the existing Part V, Article III, Section PM 72-18 (Useage) of the *Personnel Policies and Procedures Manual for Kent County*, as follows:

ARTICLE III Holidays

Section PM72-18. Usage.

Regular full-time employees are eligible for holiday time off with pay at a rate of 8 hours per holiday. Regular part time employees are eligible for holiday time off with pay ~~at a rate equal to your normal work day~~ **at the percentage of budgeted hours compared to full time hours**, not to exceed 8 hours. Your holiday pay will be calculated at your straight-time pay rate as of that holiday, multiplied by the number of holiday hours.

If a recognized holiday falls on a Saturday, Kent County will observe it on the Friday before the holiday. If a recognized holiday falls on a Sunday, Kent County will observe it on the Monday after the holiday.

~~You will be paid for holidays on the day the holiday occurs except for public safety employees. If you are Public safety employees not scheduled to work on a holiday, you will receive will be paid 104 holiday hours to use at another time. At the end of a calendar year you may carry over up to a maximum of 16 unused holiday hours in equal increments throughout the year. Any hours over 104 can be used at the employee's discretion, with approval from the department head. If you are an employee and work on a recognized holiday, you will receive 8 hours of holiday time to be used at a later time. If you work on New Year's Day, Good Friday, Thanksgiving, or Christmas Day, in addition to receiving 8 hours of holiday time, you will receive one and a half times your regular rate multiplied by the number of hours you worked.~~

~~If you are a regular part time employee and a holiday is recognized on a day you are not scheduled to work, you do not receive any paid holiday hours.~~

If your employment terminates, you will be paid for any unused holiday hours that have accrued.

THE COUNTY COMMISSIONERS OF

KENT COUNTY, MARYLAND

William W. Pickrum, President

Ronald H. Fithian, Member

William A. Short, Member

Date Adopted: 10/25/2016

Date Effective: 10/25/2016

RESOLUTION 2016-14

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ATTEST:

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

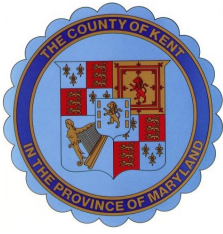
Sondra M. Blackiston, Clerk

William W. Pickrum, President

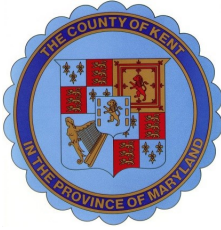
Ronald H. Fithian, Member

William A. Short, Member

ADOPTED: October 25, 2016
EFFECTIVE: October 25, 2016



Scott Boone, Director, Information Technology
10/25/2016
Regular Meeting



Holding Cell In Court House 10/25/2016 Regular Meeting

Item Summary:

The Detention Center is asking for funding to place a cell at the Courthouse for the securing of inmates while they wait for District or Circuit Court. The inmates have been placed in a holding room on the second floor and shackled to the bench. This could cause some safety and security issues.

With the new holding cell, the inmates hands and legs will never be unsecured. When the inmates are shackled to bench there is a potential for the inmate to fall or have one leg unshackle which could lead to an attempt escape.

ATTACHMENTS:

Description

holding celli that will be put inside the court house

estimate for the holding cell from "advanced equipment"

2 quote from "Cisco Eagles" which is a company from out of Texas.

3rd quote from Jail Craft which was the highest quote



September 27, 2016

QUOTE #: Q-KENT-090716-HOLDINGCAGE rev-1

LT STEVE WALLACE
KENT COUNTY DETENTION CENTER
140 VICKERS DR
CHESTERTOWN, MD 21620

Ph: (410) 810-2259

We are pleased to submit the following quotation for your consideration:

HOLDING CAGE FOR SECOND FLOOR OF COURTHOUSE

Height	8' 5 1/4"
Gates	one swing, one sliding
Locks	mortised cylinder locks with blank on inside of cage panel over the window requires 4 pad locks by others
hardware	all nuts will be nylon locking type
color	gray

remarks;

The sliding gate on the larger cage requires us to shorten the dimension shown as 9' 7". This is to allow room for the installation of the door track which has to be done from the inside of the cage prior to the ceiling being installed. The new dimension will be 9' 1".

The existing 8' bench will be moved into the larger cage area by others.

The material will be delivered on our truck, as there are no receiving facilities at the courthouse, and placed on the second floor adjacent to the installation room. This will be done before the installation date.

PRICING

All materials	\$6,370.00
Installation	by others
Freight	\$ 514.00

- *All prices are U.S. dollars.*
- *All stated terms are subject to credit review prior to ordering materials. Pricing and specifications apply to the addressee only. A purchase by a third party requires complete review of this proposal.*
- *Any specifications, details, conditions perceived or implied that are not specifically detailed in this proposal and attachments are not part of this proposal.*
- *ADA, permits, all local code costs and restrictions are not part of this proposal.*
- *Freight is an estimate only and needs to be calculated at time of shipment and added to invoice.*
- *On all freight shipments which ship directly from the manufacturer to the end user, consignee is responsible for noting freight damage and/or discrepancies in quantities on bill of lading prior to carrier departure.*
- *This quote as well as the contents and details described herein are the property of AEC and are not to be discussed with any of AEC's competitors.*

ACCEPTED:

Type or Print

Signature

Date

Add Sales Tax where applicable.

Terms: Net 30 with Approved Credit

Proposed Time to Ship: 4-5 weeks

QUOTE VALID UNTIL: September 30, 2016

JERRY YOCHELSON
jy@aecmd.com



2120 Valley View Lane Dallas TX75234
 (972) 406-9330 or (800) 441-1162 Fax (972) 406-9577
 www.cisco-eagle.com

From: Steve May
 Phone: (972) 331-3081
 Fax: 972-560-1881
 eMail: Steve.May@Cisco-Eagle.com

Proposal: KCD Opt.1

Proposal No: 23128

Proposal Date: 9/9/2016

Expire Date: 10/9/2016

To: Steve Wallace
 swallace@kentgov.org
 410-810-2259
 Kent County Detention
 Chestertown Maryland 21620
 United States

Thank you for allowing me to submit the following proposal. Cisco-Eagle operates in a *Total Quality Management* culture that helps us understand your business objectives and deliver a solution that meets or exceeds your expectations. We strive to provide competitive, clear and complete proposals. Please review this proposal in detail and let me know if you have any questions or concerns. This proposal is subject to review after its expiration date.

If you wish to purchase, call me, email or [click here to order](#).

Delivery: 4 - 5 Wks. + Transit

FOB: Louisville KY

Qty	SKU	Description	Price Each	Total Price
1	221801OPT1	Multiple Wall Woven Wire Partition W/ Ceiling 8'-5.25" High One 3' Hinged Dood And One 3' Sliding Door Both With Cylinder Key Locks And Blank On The Inside Painted Gray Price Includes Standard Freight (Dock to Dock) Installation Not Included See Attached Sketch	\$6,326.00	\$6,326.00

Subtotal: \$6,326.00
Shipping:
Total: \$6,326.00

CONDITIONS: (1) Sales/use taxes not included unless noted. (2) Material not assembled unless specified. (3) Delivery date is best estimate and does not account for delays beyond our reasonable control. (4) Proposal subject to clerical error correction. (5) Mnumim20% cancellation charge applied to cancellations (based on total dollar amount of the order). If manufacturers impose higher rates on us, those higher rates apply. (6) Shipping cost, if shown, is approximate as of proposal date; tariffs at shipment date may apply. Assumes dock height delivery without specialty charges such as inside delivery, liftgate, arrival notice, or residential delivery unless noted. (7) Terms: net 15 days for equipment and net upon completion for installation/services. Invoiced when material is shipped and/or after labor is performed.

The undersigned hereby authorizes Cisco-Eagle to furnish the equipment and services specified in this quotation

Thank you for this opportunity to quote. We hope to be favored with your order.

Company: _____

Title: _____

By: _____ Date: _____

By: Steve May

Steve May for Cisco-Eagle Inc.

If you wish to purchase, call me, email or [click here to order](#).

The information and concepts contained within this document remains the property of Cisco-Eagle and are not to be shared in whole or in part with another party without prior written consent.

JAILCRAFT, INC.

August 9, 2016

Lt. Steve Wallace
Kent County Detention Center
104 Vickers Drive, Unit A
Chestertown, MD 21620

2 pages transmitted via email only to swallace@kentgov.org ; from paul@jailcraftinc.com

Re: Kent County Detention Center – Chestertown, MD.

Proposal: Furnish and install (1) Modular Cell with Door and Manual Lock at Court Holding

Dear Lt. Wallace:

We propose to furnish and install (1) 96" x 96" x 96" high Modular Holding Cell , with woven wire front and woven wire swinging door with detention grade lock at the Kent County Courthouse. The work included is as follows:

Inclusions:

- Furnish and install (1) 96" x 96" x 96" high Modular Holding Cell with 12ga. walls and ceiling ¼" woven wire cell front, 3/0 x 7/0 woven wire swinging door.
- Holding cell to be installed in existing space and anchored to existing floor. Space provided by others.
- Furnish and install (3) Detention Grade Butt Hinges and (1) Manual Detention Deadbolt lock with (2) keys
- Powder coat finish paint in one of manufacturer's standard colors

Exclusions:

- Electric locks, door controls, monitor switches or electrical hardware of any kind
- Electric fixtures or cut-out for electrical fixtures of any kind
- Plumbing or sprinkler fixtures or preparations or cut-outs for plumbing or sprinkler fixtures of any kind
- Grills, vents, returns or any HVAC item or cut-outs for or connection thereof
- Modification of existing space in any way to accommodate holding cell
- Matching of any existing keying or keying system for lock

The cost for this proposal including installation and material is: *Twenty Thousand Nine Hundred Eighty and 00/100 dollars (\$20,980.00)*

Material cost to **Furnish Only** the Holding Cell and Hardware is **\$14,770.00.**

Optional Add for (1) 72" wall mounted bench add **\$1,965.00**

(Continued...)

Lt. Steve Wallace

Proposal: Furnish and install (1) Modular Cell with Door and Manual Lock at Court Holding

August 9, 2016

Page Two

We reserve the right to modify this proposal, if not accepted within 30 days of the above-referenced date. We anticipate working hours to be Monday thru Friday during normal business hours between 7:00 am and 5:00 pm. The area in which the work is taking place must be vacated by any inmates for the duration of the work. Work is anticipated to be completed in one day. Lead-time for submittals is 2 – 3 weeks and lead-time for materials is 8 – 10 weeks.

We sincerely appreciate the opportunity to submit this proposal. Please contact us in the interim, should you have any questions or comments. We look forward to working with you on this project.

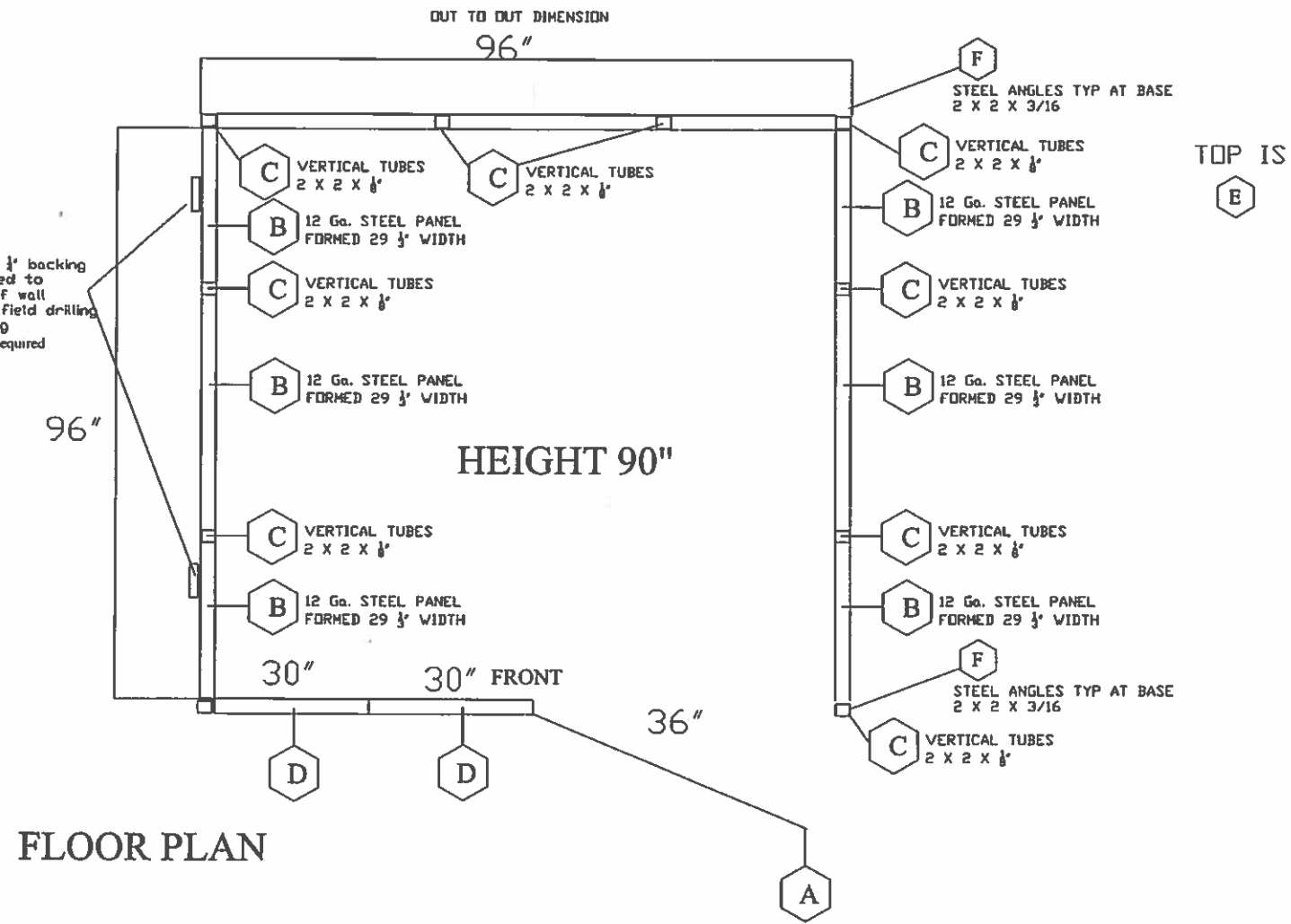
Sincerely,

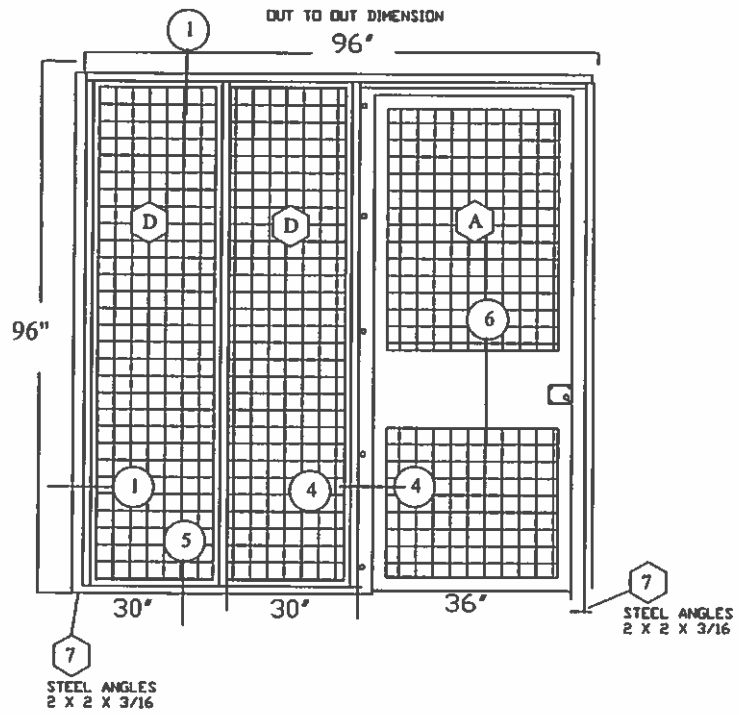
JAILCRAFT, INC.

Paul Trotta

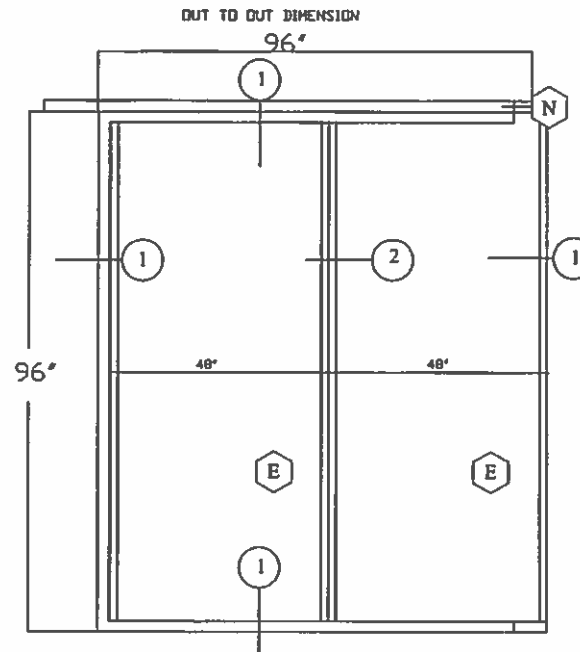
Paul Trotta
Vice President

/pmt

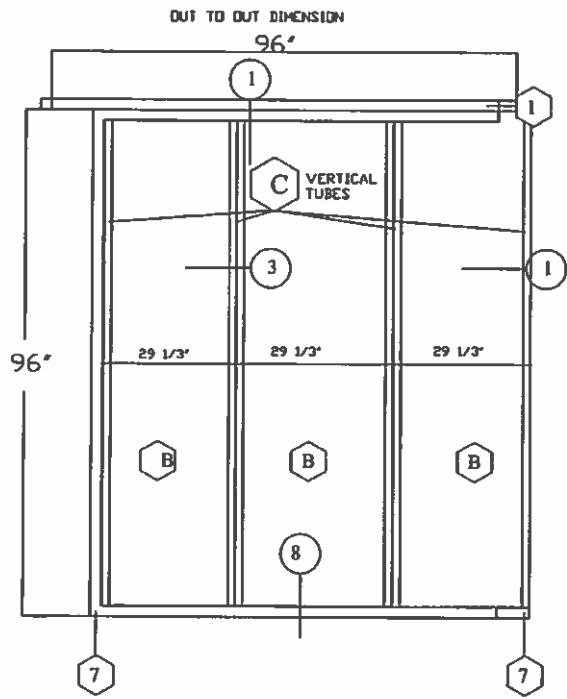




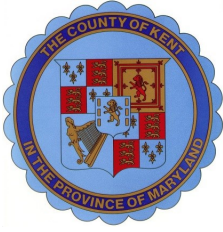
FRONT ELEVATION



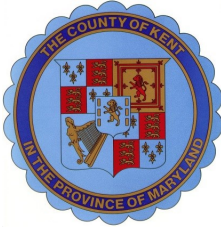
CEILING PLAN



SIDE ELEVATION
BACK ELEVATION



**Request for Contingency Funds
10/25/2016
Regular Meeting**



Commercial Property Assessed Clean Energy MD-PACE Agreement 10/25/2016 Regular Meeting

Item Summary:

To secure financing for the program, MCEC and the County are authorized by §152-31 of the Code to enter into a written agreement pursuant to which the County has agreed to assess and collect, remit and assign surcharges to MCEC in return for qualifying energy improvements for Commercial Property Owners within the County and for costs reasonably incurred by the County in performing those duties.

ATTACHMENTS:

Description

Commercial Property Assessed Clean Energy MD-PACE Agreement
CHR 3-2016 Clean Energy Loan Program - Adopted Bill

**COMMERCIAL PROPERTY ASSESSED
CLEAN ENERGY (“MD-PACE”) AGREEMENT**

THIS AGREEMENT is made and entered into as of this 18 day of ~~OCTOBER~~, 2016, between Kent County, Maryland, a political subdivision of the State of Maryland (the “County”), and the Maryland Clean Energy Center, a body politic and corporate and a public instrumentality of the State of Maryland (“MCEC”).

RECITALS

1. A Commercial Property Assessed Clean Energy program is a program to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local tax assessment mechanism to provide security for repayment of the loans.

2. Pursuant to §1-1102 of the Act (as defined below), counties and municipalities may enact ordinances or resolutions to establish a clean energy loan program.

3. The County has authorized and established a commercial property assessed clean energy loan program (“the PACE Program”) pursuant to §152-30, 152-31, and 152-32 of the Code of Public Laws of Kent County, Maryland (the “Code”), as established by Code Home Rule Bill 3-2016, attached hereto as Exhibit 1 (the “CHR 3-2016”).

4. §152-32.2 of the Code permits the County to enter into an agreement with a PACE program administrator.

5. MCEC agrees to work with the County to implement the MD-PACE Program and to obtain financing for the Program.

6. To secure financing for the program, MCEC and the County are authorized by §152-31 of the Code to enter into a written agreement pursuant to which the County has agreed to assess and collect, remit and assign surcharges to MCEC in return for qualifying energy improvements for Commercial Property Owners within the County and for costs reasonably incurred by the County in performing those duties.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth in this Agreement, for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and in order to effectuate the purposes of §152-32.2 of the Code, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

(a) *Act* means §§1-1101 et seq. of the Local Government Article.

(b) *Commercial Property* means any real property as defined in §1-1101(d) of the

Act, including residential dwellings containing more than four single dwelling units.

(b) *Local Government Article* means the Local Government Article of the Annotated Code of Maryland, as it may be amended.

(c) *PACE Program* means the clean energy loan program authorized by the Act, and established by §152-30 of the Code, the purpose of which is to provide loans to Property Owners to finance energy efficient projects and renewable energy projects.

(d) *Property Owner* means the owner of qualified Commercial Property.

(e) *Qualifying Improvements* means energy efficiency projects and renewable energy projects, and any equipment, device, system or material, either new or replacement, that is intended to reduce energy consumption or expand the use of renewable energy sources, including:

1. Solar energy equipment;
2. Geothermal energy devices;
3. Wind energy systems;
4. Any construction, renovation or retrofitting of commercial property to reduce energy consumption, including, high efficiency lighting and building systems, heating ventilation air conditioning (HVAC) upgrades, high efficiency boilers and furnaces, high efficiency hot water heating systems, combustion and burner upgrades, fuel switching, heat recovery and steam traps, building shell or envelope improvements, fenestration improvements, building energy management systems, and process equipment upgrades;
5. installation of a renewable energy system to service qualifying commercial real property, or insulation in any wall, roof, floor, foundation, or heating and cooling distribution system;
6. a storm window or door, multi-glazed window or door, heat-absorbing or heat-reflective glazed and coated window and door system, or additional glazing, reduction in glass area, and other window and door system modification that reduces energy consumption;
7. an automated energy control system;
8. a heating, ventilating, or air-conditioning and distribution system modification or replacement;
9. caulking, weather-stripping, and air sealing;
10. replacement or modification of a lighting fixture to reduce the energy

use of the lighting system;

11. an energy recovery system;

12. a day lighting system;

13. the installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity;

14. any other installation or modification of equipment, device, or other material intended to decrease energy consumption or expand the use of a renewable energy source;

15. any measure or system that makes use of or expands a renewable source of energy, including solar water heater, solar thermal electric, photovoltaics, wind, biomass, hydroelectric, geothermal electric, geothermal heat pumps, anaerobic digestion, tidal energy, wave energy, ocean thermal, fuel cells using renewable fuels, and geothermal direct-use;

16. any renewal energy system that is a fixture, product, device or interacting group of fixtures, products, or devices on the customer's side of the electricity meter that uses at least one renewable energy source to generate electricity. A renewable energy system includes a biomass system, but does not include an incinerator or digester; and/or

17. any other improvement approved by the County and MCEC as an energy efficiency or renewable energy project.

(f) *Surcharge* means the assessment levied by the County on a Property Owner's property tax bill to collect Pace Program loan payments owed to a private lender by the Property Owner and costs of administering the PACE Program in accordance with the Act and as authorized by §152-31 of the Code.

(g) *Surcharge Lien* means the lien automatically established upon the County's levy of the Surcharge on the property tax bill.

ARTICLE 2 **OBLIGATIONS OF MCEC**

Pursuant to this Agreement, MCEC will have the following obligations:

(a) Program Requirements.

1. Shall develop program guidelines governing the terms and conditions under which a Property Owner may access a PACE Program loan from a private lender, pursuant to the Act and §152-30 of the Code.

2. Shall receive and review applications submitted by Property Owners within the County for financing of Qualifying Improvements, and approve or disapprove each application in accordance with underwriting procedures and requirements established by MCEC and in accordance with State law.

3. Shall prepare and deliver to the County an annual report which shall contain information related to the PACE Program within the County, including:

(i) A list of each Commercial Property for which the Property Owner executed a clean energy loan agreement during the prior year;

(ii) A list of each Commercial Property where all obligations under the clean energy loan agreement have been satisfied or paid in full during the prior year, including the satisfaction date and a copy of the notice of satisfaction, if required; and

(iii) For each unpaid Surcharge:

A. The date of the clean energy loan agreement;

B. The total principal balance and accrued interest outstanding on the clean energy loan; and

C. The annual payment(s) due, which shall include principal and accrued interest (including the amount of accrued interest on the initial payment, if different), and the fees for the costs of administering the PACE Program.

(b) Project Requirements. If a Property Owner requests approval from MCEC for Qualifying Improvements, MCEC shall:

1. Require proof that the Property Owner owns 100% of the interests in the property located in Kent County for which Qualifying Improvements are proposed;

2. Require that the Property Owner demonstrate that the proposed project is consistent with the requirements of the Act and §152-30 of the Code and is a Qualifying Improvement;

3. Impose requirements and criteria to ensure that the proposed energy improvements are consistent with the purpose of the PACE Program;

4. Require that the Property Owner, prior to the execution of the clean energy loan agreement, provide a copy of the written notice to all current holders of a mortgage or deed of trust who have a priority recorded lien on the property and written proof of express consent by all current holders of a mortgage or deed of trust on the Commercial Property to the PACE Program loan, along with an acknowledgement of the priority of the Surcharge Lien;

5. Require that the lender demonstrate to MCEC that the Property Owner is able to repay the loan under the lender's underwriting standards which are substantially similar to the criteria set forth in the Act and §152-32 of the Code; and

6. Require the Property Owner to provide proof that all outstanding property taxes, assessments, and charges have been paid.

(c) Financing Agreement for Project.

1. A private lender may provide financing to a Property Owner to finance Qualifying Improvements, which loan will be non-accelerating and will survive a change of ownership, whether voluntary or involuntary.

2. Each loan agreement shall clearly state the final Surcharge that will be levied against the PACE Program Commercial Property.

3. Each loan agreement shall contain a Disclosures and Risks Form executed by the Property Owner.

4. Upon the submission of a loan agreement to MCEC by a private lender and Property Owner with an approved project, MCEC shall (i) establish the Surcharge, including all fees for the operation of the PACE Program, and (ii) provide a Notice to the County to Commence Levy and Collection of Surcharges for a Clean Energy Loan Program, which notice shall contain a copy of the PACE Program loan agreement and the Payment Schedule. If the County has semi-annual billing for real property taxes, the Surcharge shall be payable in two equal payments respectively payable on September 30 and December 31 of each year so that they are due at the same time as the installments of the County's real property taxes. If the County changes its practices concerning the billing of annual real property taxes as to the number of installments and their due dates, MCEC will change its practices to the extent possible to correspond with the County's practices.

ARTICLE 3
OBLIGATIONS OF THE COUNTY

(a) Surcharge Billing, Collection and Disbursement to MCEC.

1. The County shall select, within thirty (30) days of the date of this Agreement, a PACE Program coordinator within the tax collector's office who will assist in Surcharge assessments and collection as set forth in this Agreement.

2. The County shall add a Surcharge to its real property tax bill(s) and shall send a copy of the tax bill containing the Surcharge to MCEC within 30 days of the County's initial tax billing.

3. The purpose of the Surcharge is to repay the clean energy loan under the PACE Program loan agreement and to cover costs to operate the PACE Program. The Surcharge shall be a separate clearly defined line item or separate bill and shall be due on the same date(s) as the County's real property taxes. The amount of the Surcharge will be recorded on the County's tax rolls in the same manner as any other tax, such that the public will have access to its existence and payment status. The penalties and interest on delinquent Surcharges shall be charged in the same manner and rate as the County charges for delinquent real property taxes.

Once the obligation to assess, levy, collect and disburse Surcharge payments to MCEC is triggered, the obligation survives termination and/or opting-out of this Agreement by the County.

(i) Surcharges collected by the County shall be segregated from all other funds of the County and deposited into a separate account for the benefit of MCEC and identifying MCEC or its trustee as the beneficial owner. The County disclaims any ownership interest or other interests in such account or the amount collected.

(ii) The County shall pay all amounts collected within any calendar month to MCEC no later than thirty (30) days after the month that the amounts are collected. The County will provide collection reports to MCEC, and MCEC, at its own expense, shall have the right to audit the records relating to the Surcharges upon reasonable notice at reasonable times. MCEC and the County agree to provide each other with information as they may reasonably request. MCEC and the County agree to provide such information in a computer format satisfactory to the other. Reported information may include data necessary for MCEC to include in its annual report required by this Agreement. Required information shall not include information which is deemed confidential information by law or any proprietary or confidential information from loan applicants or relating to the underwriting of any particular PACE Program loan. The County shall not disclose any information contained in the books and records of MCEC, except as may be required by any applicable law.

(b) Levy of Surcharge. Upon receiving written notice from MCEC that a PACE Program loan agreement has been executed, the County shall promptly file a Notice of Levy and Lien of Surcharge in the County land records. Within sixty (60) days following execution of a PACE Program loan agreement, the County shall add the Surcharge to the real property tax bill. The Surcharge levied pursuant to this Agreement, State Code, and §152-31.c of the Code, and the interest, fees and any penalties thereon shall constitute a lien against the Commercial Property on which they are made until they are paid. The Surcharge Lien shall be levied and collected in the same manner as the property taxes of the County on real property, including, in the event of default or delinquency, with respect to any penalties, fees and remedies and lien priorities as provided by the Code and State law.

(c) Collections. Upon the written a failure of a Property Owner to pay a Surcharge within the appropriate timeframe, the County shall institute a tax lien collection pursuant to State law. Funds collected from a tax sale of a Commercial Property subject to a Surcharge shall be paid to MCEC as set forth in Section (a)(3) above.

(d) In the event that any Property Owner fails to make a Surcharge payment when due in any property tax billing cycle, the County shall provide written notice to MCEC of such delinquency within thirty (30) days.

(e) Amendment of the Surcharge Amount. Pursuant to the PACE Program loan agreement, the final amount of the Surcharge may be adjusted after the levy of the Surcharge Lien. Such an adjustment would likely be the result of a change in the energy improvement service contract amount during the construction period, a change in the amount of capitalized interest, or an amendment to the PACE Program loan agreement. In the event that the final Surcharge amount needs to be adjusted at the completion of the project, or any other time,

MCEC will inform the County of the change, provide the County with an updated payment schedule and new Surcharge amount, and the County shall amend the Surcharge Lien to reflect the adjustment.

(f) PACE Program Administration Costs.

1. The County may include an administration fee to cover their costs that will be collected by the MD-PACE program and remitted to the county. Reimbursable costs and expenses include reasonable costs incurred by the County in conjunction with any and all proceedings to collect and enforce the Surcharges and delinquent Surcharges, including foreclosure proceedings.

2. The County will provide written notice to MCEC prior to any sale or assignment of its real property taxes or any institution of a judicial foreclosure or other proceeding against any real property for delinquent real property taxes if such real property is subject to a delinquent Surcharge.

ARTICLE 4
TERM

The term of this Agreement shall commence upon the date the last party executes the Agreement. This Agreement shall remain in full force and effect until all of the Surcharges levied by the County have been paid in full or deemed no longer outstanding. Either party may terminate this Agreement at any time upon ninety (90) days' advance written notice to the other party, provided that the County's obligations to collect Surcharges for PACE Program loan made prior to the termination date shall continue until all Surcharges (including the interest, penalties, and fees thereon) have been collected and the all such PACE Program loans have been paid in full.

ARTICLE 5
DEFAULT

Each party shall give the other party written notice of any breach of any covenant, provision or term under this Agreement and shall allow the defaulting party thirty (30) days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within the thirty (30) days, to commence and thereafter diligently attempt to cure, using good faith efforts to effect such cure and to thereafter notify the other party of the actual cure of any such default. The parties shall have all other equitable rights and remedies provided by law, including, but not limited to, specific performance.

ARTICLE 6
MISCELLANEOUS PROVISIONS

(a) Assignment or Transfer by County. The County may not assign or transfer its rights or obligations under this Agreement without prior written consent of MCEC.

(b) MCEC Agent. The County acknowledges and agrees that MCEC may employ a

third party to undertake MCEC's obligations under this Agreement, subject to approval by the County (an "MCEC Agent"). In the event that MCEC employs an MCEC Agent, MCEC will notify the County in writing of the name and contact information of the MCEC Agent. The County agrees that that for purposes of this Agreement, the MCEC Agent shall speak and act for MCEC and that any notices required under the terms of this Agreement to be sent to MCEC shall also be sent to the MCEC Agent. In the event that MCEC is to be dissolved, MCEC may assign and transfer its rights under this Agreement to the MCEC Agent, subject to the County's right to terminate this Agreement under Article 4. The County consents to PACE Financial Servicing, LLC being the MCEC Agent. PACE Financial Servicing, LLC's address is:

28 Thorndal Circle, Third Floor
Darien, CT 06820

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

(d) Amendment/Termination/Waiver. This Agreement may not be amended or terminated by the parties without the prior approval of the private lender for any PACE Program Loan. Any waiver of any provision of this Agreement must be in writing and mutually agreed to by MCEC and the County. Except for the specific provision of the Agreement which is amended, the Agreement remains in full force and effect after such amendment and is subject to the same laws, obligations, conditions, provisions, rules, and regulations, as it was before the amendment.

(e) Severability. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

(g) Notices. All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, hand delivered, or overnight delivery service, to the parties, as follows:

If to the County:

KENT COUNTY, MARYLAND
400 HIGH STREET
CHESTERTOWN, MD, 21620
Attention: MS. SHELLEY HELLER

If to MCEC:

Maryland Clean Energy Center

212 West Street, Suite 200
Annapolis, MD 21401
Attention: Executive Director

(h) Applicable Law and Venue. This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland. Any claim brought in connection with this Agreement must be brought in the State Courts of Maryland and the parties consent to the jurisdiction of the State Courts of Maryland.

(i) Headings. The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement, and do not affect its meaning or construction.

(j) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

(k) Nothing in this Agreement, and no act of the County or MCEC, shall be deemed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or any other relationship between the County and MCEC.

[Remainder of the page intentionally blank]

IN WITNESS WHEREOF, the County and MCEC have each caused this Agreement to be executed and delivered as of the date set forth above:

ATTEST:


KENT COUNTY, MARYLAND

Name: _____


By: _____ (SEAL)
Name: _____
Title: _____

ATTEST:

MARYLAND CLEAN ENERGY CENTER



Name: CASEY NEAL

By: 
Name: J. KATHERINE MAGUIRE
Title: EXECUTIVE DIRECTOR

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

July 19, 2016
Legislative Session Day

Legislative Session Day
July 19, 2016

CODE HOME RULE
BILL NO. 3-2016

INTRODUCED BY: William W. Pickrum, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 152 Taxation to add Article VII Clean Energy Loan Program, §§ 152-30, 152-31, and 152-32 to the Code of Public Local Laws of Kent County, Maryland FOR THE PURPOSE of defining certain terms: establishing a clean energy loan program for commercial property owners; establishing the scope of and eligibility for the clean energy loan program; providing for qualifying criteria; establishing a calculation of the clean energy loan surcharge, providing for a recorded notice; providing for the collection of loan payments; establishing default procedures; providing for financing of a loan under the clean energy loan program; providing for the application of this Act; and generally related to the clean energy loan program and real property taxes as consistent with provisions and the authority of the Annotated State Code of Maryland, Local Government Article, §1-1102.

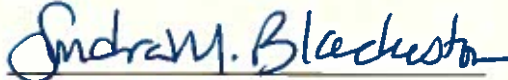
THE COUNTY COMMISSIONERS OF KENT COUNTY



William W. Pickrum, President

INTRODUCED, read first time, July 19, 2016, ordered posted and public hearing scheduled on August 9, 2016, 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

RECEIVED
CLERK, CIRCUIT COURT
2016 SEP - 8 P 3: 34
KENT COUNTY

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 August 9, 2016. Reported favorably ~~with~~ [without] amendments; read second time and ordered to be considered on September 6, 2016, a legislative session day.

A BILL ENTITLED CHR 3-2016 CLEAN ENERGY LOAN PROGRAM

SECTION 1

NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Chapter 152 is hereby amended to add Article VII, §§ 152-30, 152-31, and 152-32 as follows:

**ARTICLE VII
CLEAN ENERGY LOAN PROGRAM**

§152-30. CLEAN ENERGY LOAN PROGRAM.

(A) DEFINITIONS. IN THIS SUBTITLE, THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED:

- (1) "CLEAN ENERGY FINANCING AGREEMENT" MEANS AN AGREEMENT BETWEEN A PROPERTY OWNER AND A CLEAN ENERGY LENDER PROVIDING FOR THE TERMS AND CONDITIONS OF A CLEAN ENERGY LOAN.**
- (2) "CLEAN ENERGY LENDER" MEANS A PRIVATE LENDER PROVIDING A CLEAN ENERGY LOAN.**
- (3) "CLEAN ENERGY LOAN" MEANS ANY LOAN MADE BY A PRIVATE LENDER TO A PROPERTY OWNER UNDER THE CLEAN ENERGY LOAN PROGRAM.**
- (4) "CLEAN ENERGY LOAN PROGRAM ADMINISTRATOR" MEANS ANY PERSON OR ENTITY SELECTED BY THE COUNTY TO MANAGE THE CLEAN ENERGY LOAN PROGRAM.**
- (5) "CLEAN ENERGY LOAN OBLIGATION" MEANS ALL INDEBTEDNESS AND OBLIGATIONS OF A PROPERTY OWNER TO A CLEAN ENERGY LENDER UNDER A CLEAN ENERGY FINANCING AGREEMENT.**
- (6) "COMMERCIAL PROPERTY" HAS THE MEANING STATED IN THE LOCAL GOVERNMENT ARTICLE, §§ 1-1101 ET. SEQ., OF THE STATE CODE.**
- (7) "PROPERTY OWNER" MEANS AN OWNER OF COMMERCIAL PROPERTY AS DEFINED IN THIS SUBSECTION.**

(B) PROGRAM. THERE IS A CLEAN ENERGY LOAN PROGRAM TO FINANCE ENERGY EFFICIENCY PROJECTS AND RENEWABLE ENERGY PROJECTS WITH AN ELECTRIC GENERATING CAPACITY OF NOT MORE THAN 100 KILOWATTS

PER PARCEL, AS PROVIDED IN THE LOCAL GOVERNMENT ARTICLE, §§1-1101 ET SEQ., OF THE STATE CODE.

- (C) RULES AND REGULATIONS. THE DIRECTOR OF FINANCE MAY ADOPT RULES AND REGULATIONS TO ADMINISTER THE CLEAN ENERGY LOAN PROGRAM CONSISTENT WITH THIS SUBTITLE.**
- (D) PROGRAM ADMINISTRATOR. THE COUNTY COMMISSIONERS OF KENT COUNTY MAY ENTER INTO AN AGREEMENT WITH A PRIVATE ENTITY TO ADMINISTER THE CLEAN ENERGY LOAN PROGRAM.**
- (E) SCOPE. COMMERCIAL PROPERTY OWNERS ARE ELIGIBLE TO PARTICIPATE IN THE CLEAN ENERGY LOAN PROGRAM FOR NON-ACCELERATING LOANS GREATER THAN \$25,000.**
- (F) ELIGIBILITY. IN ORDER TO BE ELIGIBLE FOR A CLEAN ENERGY LOAN, THE PROPERTY OWNER SHALL:**
 - (1) HAVE A 100% OWNERSHIP INTEREST IN THE PROPERTY LOCATED IN KENT COUNTY FOR WHICH IMPROVEMENTS ARE BEING MADE;**
 - (2) DEMONSTRATE THAT THE MOST RECENT PROPERTY TAXES, ASSESSMENTS, AND CHARGES ON THE PROPERTY HAVE BEEN PAID;**
 - (3) PROVIDE A COPY OF WRITTEN NOTICE TO ALL CURRENT HOLDERS OF A MORTGAGE OR DEED OF TRUST WHO HAVE A PRIORITY RECORDED LIEN ON THE PROPERTY AND WRITTEN PROOF OF EXPRESS CONSENT TO THE CLEAN ENERGY LOAN AS A PRIORITY LIEN BY ALL CURRENT HOLDERS OF A MORTGAGE OR DEED OF TRUST ON THE PROPERTY; AND**
 - (4) ESTABLISH THAT THE OWNER OF THE COMMERCIAL PROPERTY IS ABLE TO REPAY THE LOAN PROVIDED UNDER THE CLEAN ENERGY LOAN PROGRAM, IN A MANNER SUBSTANTIALLY SIMILAR TO THAT REQUIRED FOR A MORTGAGE LOAN UNDER §§ 12-127, 12-311, 12-409.1, 12-925, AND 12-1029 OF THE COMMERCIAL LAW ARTICLE OF THE STATE CODE.**
- (G) QUALIFYING IMPROVEMENTS. THE FOLLOWING IMPROVEMENTS, EITHER NEW OR REPLACEMENT, QUALIFY AS ENERGY EFFICIENCY OR RENEWABLE ENERGY PROJECTS UNDER THE CLEAN ENERGY LOAN PROGRAM:**
 - (1) SOLAR ENERGY EQUIPMENT;**
 - (2) GEOTHERMAL ENERGY DEVICES;**
 - (3) WIND ENERGY SYSTEMS;**

- (4) **WATER CONSERVATION DEVICES NOT REQUIRED BY LAW;**
 - (5) **ANY CONSTRUCTION, RENOVATION OR RETROFITTING OF COMMERCIAL PROPERTY TO REDUCE ENERGY CONSUMPTION, INCLUDING, HIGH EFFICIENCY LIGHTING AND BUILDING SYSTEMS, HEATING VENTILATION AIR CONDITIONING (HVAC) UPGRADES, HIGH EFFICIENCY BOILERS AND FURNACES, HIGH EFFICIENCY HOT WATER HEATING SYSTEMS, COMBUSTION AND BURNER UPGRADES, FUEL SWITCHING, HEAT RECOVERY AND STEAM TRAPS, BUILDING SHELL OR ENVELOPE IMPROVEMENTS, FENESTRATION IMPROVEMENTS, BUILDING ENERGY MANAGEMENT SYSTEMS, AND PROCESS EQUIPMENT UPGRADES; AND**
 - (6) **ANY OTHER IMPROVEMENT APPROVED BY THE COUNTY OR THE CLEAN ENERGY LOAN PROGRAM ADMINISTRATOR AS QUALIFYING AS AN ENERGY EFFICIENCY PROJECT OR RENEWABLE ENERGY PROJECT.**
- (H) **QUALIFYING COSTS. A CLEAN ENERGY LOAN MAY BE USED TO PAY FOR ALL COSTS INCURRED BY A PROPERTY OWNER IN CONNECTION WITH THE QUALIFYING IMPROVEMENTS, INCLUDING THE COST OF THE ENERGY AUDIT; FEASIBILITY STUDIES AND REPORTS; PROJECT MANAGEMENT, DESIGN, INSTALLATION, AND CONSTRUCTION OF THE QUALIFYING IMPROVEMENTS; COMMISSIONING; ENERGY SAVINGS OR PERFORMANCE GUARANTY OR INSURANCE; BUILDING ACCREDITATION; CLOSING COSTS OF THE CLEAN ENERGY LOAN; PERMITTING FEES; ADMINISTRATIVE FEES; POST-INSTALL EVALUATION, MEASUREMENT & VERIFICATION; AND, BUILDING ACCREDITATION.**

§152-31. REAL PROPERTY TAX SURCHARGE.

- (A) **REPAYMENT OF LOANS. A PROPERTY OWNER PARTICIPATING IN THE CLEAN ENERGY LOAN PROGRAM SHALL REPAY THE CLEAN ENERGY LOAN THROUGH A SURCHARGE ON THEIR REAL PROPERTY TAX BILL. UPON RECEIPT OF WRITTEN NOTICE FROM THE CLEAN ENERGY LOAN PROGRAM ADMINISTRATOR OF THE EXECUTION OF A CLEAN ENERGY LOAN FINANCING AGREEMENT, THE COUNTY SHALL, WITHIN SIXTY (60) DAYS FROM THE DATE OF THE CLEAN ENERGY LOAN FINANCING AGREEMENT, ADD THE SURCHARGE TO THE TAX PROPERTY BILL. THE SURCHARGE SHALL CONSTITUTE A FIRST LIEN ON THE PROPERTY FROM THE DATE IT BECOMES PAYABLE UNTIL THE UNPAID SURCHARGE AND INTEREST AND PENALTIES ON THE SURCHARGE ARE PAID IN FULL, REGARDLESS OF A CHANGE IN OWNERSHIP, WHETHER VOLUNTARY OR INVOLUNTARY. A PERSON OR ENTITY THAT ACQUIRES PROPERTY SUBJECT TO A SURCHARGE ASSUMES THE OBLIGATION TO PAY SUCH SURCHARGE. THE COUNTY MAY ASSIGN THE SURCHARGE LIEN TO THE CLEAN ENERGY LOAN PROGRAM ADMINISTRATOR.**

- (B) **CALCULATION. THE SURCHARGE FOR A CLEAN ENERGY LOAN SHALL INCLUDE THE CLEAN ENERGY LOAN OBLIGATION AND ANY ADMINISTRATIVE COSTS INCURRED BY THE COUNTY WHICH SHALL BE THE ACTUAL EXPENSES INCURRED TO ADMINISTER THE PROGRAM.**
- (C) **NOTICE OF LEVY AND LIEN OF SURCHARGE. UPON RECEIVING WRITTEN NOTICE FROM THE CLEAN ENERGY LOAN PROGRAM ADMINISTRATOR OF THE EXECUTION OF A CLEAN ENERGY LOAN FINANCING AGREEMENT, KENT COUNTY SHALL PROMPTLY FILE THE NOTICE OF LEVY AND LIEN OF SURCHARGE IN THE LAND RECORDS, THEREBY PROVIDING NOTICE TO THIRD PARTIES. SUCH NOTICE SHALL CONTAIN:**
- (1) **THE DATE THE CLEAN ENERGY LOAN WAS MADE TO THE PROPERTY OWNER AND THE PROPERTY BECAME SUBJECT TO THE SURCHARGE;**
 - (2) **THE TERM OF THE CLEAN ENERGY LOAN AND OVER WHICH THE SURCHARGE WILL APPLY TO THE PROPERTY;**
 - (3) **THE CLEAN ENERGY LOAN OBLIGATION AND ESTIMATED COUNTY ADMINISTRATIVE COSTS FOR THE FIRST YEAR;**
 - (4) **THE ANNUAL PRINCIPAL AND INTEREST AMOUNT FOR EACH YEAR OF THE TERM OF THE CLEAN ENERGY LOAN, INCLUDING ANY PARTIAL YEAR PRORATED AMOUNTS;**
 - (5) **PREPAYMENT REQUIREMENTS AND ANY PREPAYMENT PREMIUM THAT MAY APPLY TO A PREPAYABLE CLEAN ENERGY LOAN;**
 - (6) **NOTICE THAT THE CLEAN ENERGY LOAN OBLIGATIONS AND THE COUNTY'S ADMINISTRATIVE COSTS WILL BE REPAID THROUGH A SURCHARGE INCLUDED ON THE OWNER'S REAL PROPERTY TAX BILL DUE AND PAYABLE ON THE SAME DATE AS THE REAL PROPERTY TAX BILL;**
 - (7) **NOTICE THAT AN UNPAID CLEAN ENERGY LOAN SURCHARGE CONSTITUTES A FIRST LIEN ON THE PROPERTY THAT HAS PRIORITY OVER PRIOR OR SUBSEQUENT LIENS IN FAVOR OF PRIVATE PARTIES AND THAT THE SURCHARGE WILL CONTINUE AS A LIEN ON THE PROPERTY FROM THE DATE IT BECOMES PAYABLE UNTIL THE UNPAID SURCHARGE AND INTEREST AND PENALTIES ON THE SURCHARGE ARE PAID IN FULL, REGARDLESS OF A CHANGE IN OWNERSHIP OF THE PROPERTY, WHETHER VOLUNTARY OR INVOLUNTARY; AND**
 - (8) **NOTICE THAT IF PAYMENTS OF SURCHARGES ARE NOT TIMELY PAID, THE SURCHARGE WILL BE COLLECTIBLE AS A TAX LIEN THROUGH**

THE TAX SALE PROCESS AUTHORIZED UNDER TAX-PROPERTY ARTICLE, TITLE 14, SUBTITLE 8 OF THE STATE CODE AND IN ACCORDANCE WITH §152-4 AND THAT AN OVERDUE SURCHARGE WILL BE SO COLLECTED, IRRESPECTIVE OF WHETHER REAL PROPERTY TAXES (OR ANY OTHER TAXES, CHARGES, OR ASSESSMENTS) ARE DUE AND OWING.

- (D) DEFAULT. IN THE EVENT OF DEFAULT ON THE CLEAN ENERGY LOAN SURCHARGE, THE COUNTY SHALL BE REQUIRED TO COLLECT THE LIEN PURSUANT TO §152-4, IRRESPECTIVE OF WHETHER PROPERTY TAXES (OR ANY OTHER TAXES, CHARGES, OR ASSESSMENTS) ARE DUE AND OWNING. THE COUNTY SHALL NOT INCUR ANY LIABILITY TO THE CLEAN ENERGY LENDER OR OTHERS IN THE EVENT OF DEFAULT.**
- (E) PAYMENT TO CLEAN ENERGY LENDER. THE COUNTY SHALL HAVE NO OWNERSHIP OF THE SURCHARGES COLLECTED EXCEPT FOR ADMINISTRATIVE COSTS PROVIDED UNDER THIS SUBTITLE. THE CONTROLLER SHALL PAY ALL SURCHARGE PAYMENTS IN ANY CALENDAR MONTH TO THE APPLICABLE CLEAN ENERGY LENDER OR THE CLEAN ENERGY LOAN PROGRAM ADMINISTRATOR WITHIN 30 DAYS AFTER THE END OF THE MONTH IN WHICH SUCH AMOUNTS ARE COLLECTED. THE COUNTY SHALL HAVE NO OBLIGATION TO MAKE PAYMENTS TO ANY CLEAN ENERGY LENDER WITH RESPECT TO ANY CLEAN ENERGY LOAN OBLIGATION OTHER THAN THAT PORTION OF SURCHARGE ACTUALLY COLLECTED FROM A PROPERTY OWNER FOR THE REPAYMENT OF A CLEAN ENERGY LOAN. PAYMENTS RECEIVED FROM A PROPERTY OWNER SHALL BE CREDITED FIRST TO ALL COUNTY TAXES, ASSESSMENTS, AND CHARGES.**

§152-32. FINANCING. CLEAN ENERGY LOANS MAY BE PROVIDED BY ANY PRIVATE LENDER AND A CLEAN ENERGY FINANCING AGREEMENT MAY CONTAIN ANY TERMS AGREED TO BY THE CLEAN ENERGY LENDER AND THE PROPERTY OWNER, AS PERMITTED BY LAW, FOR THE FINANCING OF CLEAN ENERGY LOANS. THE COUNTY MAY NOT FINANCE OR FUND ANY LOAN UNDER THE PROGRAM, SHALL SERVE ONLY AS A PROGRAM SPONSOR TO FACILITATE LOAN REPAYMENT BY INCLUDING THE SURCHARGE ON THE COUNTY REAL PROPERTY TAX BILL FOR THE PROPERTY, AND SHALL INCUR NO LIABILITY FOR THE LOAN.

SECTION 2. BE IT FURTHER ENACTED, that Maryland Clean Energy Center and its designee is hereby authorized and directed to serve as the Clean Energy Loan Program Administrator under the terms of separate agreement.

SECTION 3. BE IT FURTHER ENACTED, That this Act shall apply to any commercial property for which a Clean Energy Loan was financed on or after October 20, 2016

SECTION 4. AND BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the 20th day of October, 2016.

Read Third Time September 6, 2016

PASSED this 6th day of September, 2016

Failed of Passage _____

By Order of:



Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS OF KENT COUNTY

(SEAL)



William W. Pickrum, President

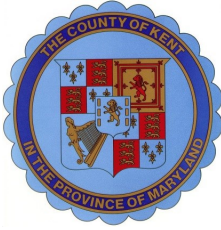


Ronald H. Fithian, Member



William A. Short, Member

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



Request to Approve Rental Property Allowance Agreement 10/25/2016 Regular Meeting

Item Summary:

The Commissioners approved the FY2017 Grant Application in the amount of \$40,000.00 for the Rental Allowance Program, Maryland Department of Housing and Community Development. The grant is administered through the Department of Social Services. Commissioner Pickrum signed the grant application on August 23, 2016.

ATTACHMENTS:

Description

FY2017 Rental Allowance Program Grant Agreement

08.23.16 Rental Allowance Program Local Program Application

**RENTAL ALLOWANCE PROGRAM
GRANT AGREEMENT**

(Fiscal Year 2017)

THIS RENTAL ALLOWANCE PROGRAM GRANT AGREEMENT (the "Agreement") is entered into as of this _____ day of _____, 2016 by and between the Division of Neighborhood Revitalization (the "Grantor"), a Division of the Department of Housing and Community Development (the "Department"), a principal department of the State of Maryland, and **Kent County Commissioners**, a political subdivision of the State of Maryland (the "Grantee").

WHEREAS, the Department administers the Rental Allowance Program (the "Program") pursuant to the provisions of Sections 4-1401 through 4-1406 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the "Act"); and

WHEREAS, pursuant to the provisions of the Act and regulations codified in COMAR .05.05.03.01 et seq. (the "Regulations"), the Department has empowered the Grantor to make grants to eligible grantees for use in making short term monthly housing assistance payments to eligible recipients occupying eligible dwelling units; and

WHEREAS, Grantee, by Application Number **RAP 17-15** together with any amendments thereto (the "Grant Application"), has applied to Grantor for grant assistance from the Program; and

WHEREAS, the Grantor has determined, in reliance upon information contained in the Grant Application, that the proposed activities are consistent with the provisions of the Act, the Regulations and the documents promulgated thereunder and has approved an award of grant funds from the Program to Grantee for Grantee to distribute and expend according to the requirements and provisions of this Agreement; and

WHEREAS, the governing body of Grantee evidences its approval of this Agreement by Grantee's execution of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

ARTICLE I
GENERAL PROVISIONS

Section 1.01. Contents of Agreement.

This Agreement shall consist of the terms and conditions expressed herein, together with the Act, the Regulations and documents promulgated thereunder.

Section 1.02. Definitions.

All terms previously defined in this Agreement or in the Act or Regulations are incorporated herein by reference unless specifically otherwise provided or the context otherwise requires. When used in this Agreement:

- (1) "Default" means any default under Article VI of this Agreement.
- (2) "Disbursement Request" means the Program's form Disbursement Request and all required supporting documentation thereto.
- (3) "Grant" means those funds to be provided by Grantor to Grantee pursuant to the terms and conditions of this Agreement.
- (4) "Participating Party" means any person, firm, corporation or entity other than Grantee or an agent or agency of Grantee identified in the Grant Application as participating in the Project or as a subcontractor for the Grantee.
- (5) "Report" means the Program's form Report of Receipts and Expenditures which Grantee shall submit to Grantor on a monthly basis.
- (6) "Requirement" means any law, ordinance, code, order, rule or regulation of a governmental authority or a local authority, respectively.

ARTICLE II
AMOUNT AND AUTHORIZED USES OF GRANT FUNDS

Section 2.01. Grant Assistance Provided.

Grantor agrees, subject to the terms and conditions set forth herein, and subject to the continued availability of Program funding to the Department, to provide Grantee with a Grant in an amount not to exceed **\$40,000.00 (Forty Thousand and 00/100).**

Section 2.02. Authorized Uses of Grant Funds.

The Grant shall be used in accordance with the Act and Regulations to make Rental Allowance Payments to eligible Recipients occupying Eligible Dwelling Units, and when approved by the Grantee and Grantor, to pay a required security deposit for such units or for other expenses permitted by the Act and Regulations. Grantee shall verify that Recipients are eligible under the requirements of the Act and the Regulations and either are occupying or, simultaneously with receipt of the Rental Allowance Payment, will occupy Eligible Dwelling Units. Except as provided below, Rental Allowance Payments shall be made to Recipients for a term not to exceed twelve consecutive months.

Grantee may also use no more than twenty percent (20%) of the Grant amount for administrative costs associated with the Program. In the event of a reduction of Grantee's Grant under Section 3.02 of this Agreement or a default by Grantee under Article VI of this Agreement, Grantee is entitled to retain for administrative costs no more than twenty percent (20%) of Grant funds properly expended by the Grantee for Rental Allowance Payments, required security deposits, or other expenses permitted by the Act and Regulations, in accordance with the terms of this Agreement.

Grantee may request extension(s) of Rental Allowance Payments on behalf of a Recipient for additional period(s) of six months if Grantee demonstrates to the satisfaction of the Secretary that the termination of the Rental Allowance Payment would cause undue hardship to the Recipient. Each request for an extension must be delivered to the Grantor in writing and be accompanied by Grantee's written case evaluation of the Recipient.

ARTICLE III
EXPENDITURE, DISBURSEMENT AND REDUCTION OF GRANT

Section 3.01. Grant Period and Expenditure of Grant Proceeds.

- (a) The Grant Period shall commence on October 1, 2016 and terminate on December 31, 2017 (the "Grant Period")
- (b) Grantee shall expend Grant funds solely for (a) Rental Allowance Payments in accordance with the Program requirements, as the same may be amended from time to time, (b) administrative costs associated with the Program, in an amount not to exceed twenty percent (20%) of the Grant, (c) those required security deposits which the Grantee deems appropriate for Eligible Dwelling Units, and (d) other expenses permitted by the Act and Regulations and approved by the Grantee and Grantor.

Section 3.02 Disbursement and Reduction of Grant Funds.

- (a) The Grant shall be disbursed to Grantee by periodic payments upon receipt by Grantor of a completed Program Disbursement Request form accompanied by a statement that the representations, certifications, and other matters contained in this Agreement are and remain true and complete as of the date of the request for disbursement.
- (b) Upon request by Grantee, Grantor may, in its sole discretion, agree to disburse Grant funds directly to a Participating Party. Grantee continues to be responsible for (i) a Participating Party's expenditure of the Grant funds and (ii) any accounting with respect to the Grant funds in accordance with the terms of this Agreement.
- (c) The initial Disbursement Request may be in an amount not to exceed 25% of the Grant and may be submitted to Grantor at any time after the date this Agreement is executed by Grantor.

- (d) Periodic disbursements of the Grant may be requested on a monthly basis, except that Grantor may consent to make disbursements on a different basis if needed. Grantor expressly conditions each disbursement upon Grantee's continued compliance with the Act, the Regulations and the terms and conditions of this Agreement. Grantor reserves the right to reduce the amount of or deny any request for disbursement if payments made by the Grantee are not in conformance with any Program requirements.
- (e) The final Disbursement Request shall be in an amount not to exceed the balance of the Grant.
- (f) Grant funds will be disbursed to Grantee not later than 30 calendar days after receipt of a complete and accurate Disbursement Request.
- (g) If Grant funds are disbursed directly to the Grantee, Grantee agrees to place all funds received pursuant to this Grant in a separate interest bearing account or within special accounts in the appropriate municipal or county financial system. If Grant funds are disbursed directly to a Participating Party, Grantee is responsible for ensuring that the Participating Party places all funds received pursuant to this Grant in a separate interest bearing account in the Participating Party's financial system.
- (h) Any interest earned on excess funding must accrue to and be used solely for the purposes outlined in this Agreement.
- (i) Grantee shall make monthly Rental Allowance Payments by check made payable to lessors on behalf of Recipients, unless notified otherwise by Grantor.
- (j) Grantor will monitor Grantee's expenditures of Grant funds. Grantor reserves the right and Grantee agrees that Grantor, upon thirty days prior written notice to Grantee, may reduce the Grant by an amount not to exceed the balance of the Grant which has not been disbursed to Grantee if payments made by the Grantee are not in conformance with the Disbursement Request or any Program requirements. The Grant shall be deemed to be reduced in the amount specified in Grantor's notice unless Grantee, within thirty days from the date of the notice, submits information satisfactory to Grantor.
- (k) At the conclusion of the Grant Period, any undisbursed balance of the Grant shall be returned to the Department upon the Department's request.

Section 3.03. Security Deposits.

One monthly rental allowance payment may be applied toward a required security deposit for an Eligible Dwelling Unit.

ARTICLE IV
REPRESENTATIONS, WARRANTIES, AND SPECIFIC OBLIGATIONS

Section 4.01. Grantee's Representations and Warranties.

Grantee, upon information and belief, represents and warrants to Grantor that:

- (a) Grantee is duly organized and validly existing under the laws of the jurisdiction of which Grantee is a part, and has all requisite power and authority to enter into and consummate the transactions contemplated by this Agreement.
- (b) A resolution or ordinance as required by local law has been duly introduced and adopted, passed or enacted as an official act of Grantee's governing body, authorizing the execution and delivery of this Agreement by Grantee, and authorizing and directing the person executing this Agreement to do so for and on behalf of Grantee.
- (c) This Agreement has been duly executed and delivered by Grantee, in such manner and form as to comply with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of Grantee.
- (d) The representations, statements, and other matters in the Grant Application were true and complete in all material respects when made and continue to be true as of the date of this Agreement.
- (e) Insofar as the capacity of Grantee to carry out any obligation under this Agreement is concerned: (i) Grantee is not in material violation of its charter, any statute, rule or regulations, or any mortgage, indenture, agreement, instrument, judgment, decree, order, and (ii) the execution and performance of this Agreement will not result in any such violation.
- (f) No member, officer, or employee of Grantee, or its designees, or agents, no consultant, no member of the governing body of Grantee, and no other public official of Grantee, who exercises or has exercised any functions or responsibilities over the Local Program during such person's tenure, shall have any interest, direct or indirect, in any Eligible Dwelling Unit, the rental payments for which will be paid in whole or in part by any proceeds of the Grant.
- (g) All sources of funds and all funds for the Local Program as set out in the Grant Application are and remain available and allocated for the Local Program. Grantor may, at any time upon reasonable notice, require Grantee to provide assurances of the availability of funds sufficient to meet Local Program costs and the failure of Grantee to provide assurances in the form and substance satisfactory to Grantor shall be grounds for termination of this Agreement.
- (h) Grantee has complied and will continue to comply with the Act and Regulations.

- (i) There is no Default on the part of Grantee, and no event has occurred or is continuing which with notice or the passage of time or either would constitute a Default.

Section 4.02. General Covenants and Indemnities.

- (a) Grantee shall commence the Local Program and work diligently to make Rental Allowance Payments available to eligible Recipients. Grantee shall not disburse any Grant funds for any purpose other than for Rental Allowance Payments to eligible Recipients occupying Eligible Housing Units, for required security deposits at the option of the Grantee for such units, or for other expenses permitted by the Act and Regulations and approved by the Grantee and Grantor. Grantee shall use only the Grantor's Program documents, including the Grantor's Program operating manual. Any proposed use of alternate forms shall receive the written approval of the Grantor prior to use of any such documents.
- (b) To the extent permitted by the laws of the State of Maryland, Grantee releases Grantor and the Department from, agrees that Grantor and the Department shall not have any liability for, and agrees to protect, indemnify and save harmless Grantor and the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, Grantor or the Department, as a result of any actions taken or not taken by the Grantee in (1) determining the eligibility of an applicant for Rental Allowance Payments or (2) making Rental Allowance Payments. All money expended by Grantor as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, shall be invoiced to the Grantee and due and payable within thirty (30) days by Grantee to Grantor unless extended by mutual consent of the Grantor and Grantee.
- (c) The Grantee's indemnification of the Grantor and the Department under Section 4.02(b) is subject to the availability of funds appropriated by the Grantee for such purpose. The **President of the Board of County Commissioners of Kent County Maryland** hereby agrees to use his or her best efforts to include a request in the Annual Budget and Appropriation ordinance to appropriate funds in the event there is an indemnification cost to the Grantor or to the Department under Section 4.02(b).

ARTICLE V
INSPECTION AND REVIEW

Section 5.01. Duty to Maintain, and Rights to Inspect and Copy, Books, Records, Documents, and Reporting Requirements

- (a) Grantee shall keep and maintain such books, records, and other documents as shall be required by Grantor, and as may be reasonably necessary to reflect and disclose fully the amount and disposition of the Grant, the total cost of the activities paid for, in whole or in part, with the Grant, and the amount and nature of all financing for the Local Program.

- (b) All such books, records and other documents shall be available at the offices of Grantee for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Grantor.
- (c) Grantee shall provide Grantor with copies of all agreements between Grantee and any Participating Party which relates to administration of the Local Program during the term of this Agreement.
- (d) Grantee shall submit the Program form Report and all supporting documentation to Grantor on a monthly basis commencing at the conclusion of the first month following the beginning of the Grant Period. Reports are due no later than the fifth (5th) day of the month and shall be completed through an electronic format determined by the Department. The Report must include a list of Rental Allowance Payments naming the payee, the amount of each Rental Allowance Payment, the name of the Recipient and a list (if applicable) of all security deposits paid or any other expense permitted by the Act and Regulations that is paid, naming the payee, the amount and the name of the Recipient.
- (e) Grantee shall provide Grantor with reports due upon request during the term of this Agreement which shall contain information about Recipients served, nature and cost of Eligible Dwelling Units utilized, expenditures made, follow-up activities, if applicable, for Recipients whose Rental Allowance Payments have expired, and any other information required by the Grantor or the Department.
- (f) Grantee shall provide the Grantor with copies of any audits performed of Grantee's records by any other entity.

ARTICLE VI
DEFAULTS AND REMEDIES

Section 6.01. Defaults.

A Default shall consist of (a) any use of Grant Funds for any purpose other than as authorized by the Act and Regulations and this Agreement and as specifically described as the Local Program in the Grant Application; or (b) any breach of any covenant, agreement, provision, representation or warranty of Grantee which was made in this Agreement or in any agreement entered into between Grantee and any Participating Party in connection with the activities described in Article II of this Agreement; or (c) the inability of Grantee to account for the use of any Grant Funds to the satisfaction of the Grantor.

Section 6.02. Remedies Upon Default.

- (a) Upon occurrence of any Default, Grantor immediately may suspend Grantee's authority to receive any Grant funds at any time by notice to Grantee. If a Default is not cured within thirty (30) days

after Grantor sends written notice of such Default to Grantee, Grantor may continue such suspension or, by delivery of written notice, terminate this Agreement and demand repayment of all or any portion of the Grant which has not been expended in accordance with the terms of this Agreement. If a termination occurs, Grantee's authority to receive additional Grant funds shall terminate as of the date of the notice of termination and Grantee shall have no right, title or interest in or to any disbursed or undisbursed Grant funds.

- (b) If a Default occurs, Grantor may at any time or from time to time proceed to protect and enforce all rights and remedies available to Grantor under this Agreement by suit in equity, action at law, or by any other appropriate proceedings, whether for specific performance of any covenant or agreement contained in this Agreement, or damages, or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

ARTICLE VII
THIRD PARTY CONTRACT REQUIREMENTS

Section 7.01. Third Party Agreements.

It is understood that Grantee may contract with a Participating Party by written agreement, subject to the prior written approval of Grantor, for the performance of services in connection with the Local Program. Before entering into any agreement with any third party, including any Participating Party, involving the use of Grant funds or the performance of services in connection with the Local Program, Grantee shall first request the written approval and authorization of Grantor.

ARTICLE VIII
MISCELLANEOUS

Section 8.01. Notices.

- (a) All amendments, notices, requests, agreements, approvals, disclosures and consents of any kind made pursuant to this Agreement shall be in writing.
- (b) Any such communication shall be deemed effective for all purposes as of the date such communication is mailed, postage prepaid, addressed as follows:
- (1) Communication to Grantor shall be mailed to:
Director Office of Community Programs
Division of Neighborhood Revitalization
7800 Harkins Road
Lanham, MD 20706
with a copy to the Counsel to the Department at the same address.

- (2) Communications to Grantee shall be mailed to:
Julie Handzo
Kent County Commissioners
350 High Street, P.O. Box 670
Chestertown, Maryland 21620

Section 8.02. Assignment.

No right, benefit, or advantage inuring to Grantee under this Agreement and no burden imposed on the Grantee hereunder may be assigned without the prior written approval of the Grantor. An authorization by Grantor for the transfer of the Grant by Grantee to a Participating Party shall not be deemed an authorization for an assignment, and such Participating Party shall not succeed to any rights, benefits or advantages of Grantee hereunder.

Section 8.03. Successors Bound.

This Agreement shall bind, and the rights, benefits and advantages shall inure to, the Grantor's and the Grantee's successors and permitted assigns.

Section 8.04. Remedies Not Impaired.

No delay or omission of Grantor in exercising any right or remedy available under this Agreement shall impair any such right or remedy or constitute a waiver of any Default, or acquiescence therein; nor shall any single or partial exercise of any right, power or privilege hereunder preclude exercise of any other right, power or privilege.

Section 8.05. Cumulative Remedies.

All rights and remedies of Grantor under this Agreement shall be cumulative.

Section 8.06. Severability.

The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof.

Section 8.07. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements (other than the Grant Application that was executed by the Grantee) between the parties hereto with respect to the Grant. Notwithstanding the provisions of Section 1.01 of this Agreement, in the event of any inconsistency between the provisions of this Agreement and anything contained in the Grant Application, as amended, then the provisions of this Agreement shall prevail.

Section 8.08. Amendment of this Grant Agreement.

This Agreement or any part hereof, may be amended from time to time hereafter only in writing executed by Grantor and Grantee.

Section 8.09. Disclaimer of Relationships.

Grantee acknowledges that the obligation of Grantor is limited to providing the Grant in the manner and on the terms set forth in this Agreement. Nothing in this Agreement, nor any act of either Grantor or of Grantee, shall be deemed or construed by either of them, or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving Grantor and Grantee.

Section 8.10. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

Section 8.11. Effective Date.

This Agreement shall be presented first to Grantee for acceptance and execution and then shall be executed by Grantor. The effective date of this Agreement shall be the date of Grantor's execution.

Section 8.12. Termination of Grant Agreement.

Unless sooner terminated pursuant to Article VI of this Agreement or by the mutual consent of Grantee and Grantor, this Agreement shall terminate upon the final settlement, to the satisfaction of Grantor, of all issues arising out of this Grant.

Section 8.13 Non-Discrimination; Drug and Alcohol Free Workplaces.

(a) Grantee shall not discriminate on the basis of race, color, religion, national origin, sex, marital status, sexual orientation, physical or mental disability, or age, except with regard to age as permitted under the federal Housing for Older Persons Act, as amended from time to time or other similar federal laws, in any aspect of the Local Program.

(b) Grantee shall comply with all applicable provisions of federal, State and local laws and the Department of Housing and Community Development policies regarding discrimination, equal opportunity in employment, housing and credit practices, and drug and alcohol free workplaces including, but not limited to: Title VI and VII of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968, as amended; the Fair Housing Amendments Act of 1988, as amended; Title 20 of the State Government Article of the Annotated Code of Maryland, as amended; State of Maryland Executive Order 01.01.1989.18 relating to drug and alcohol free workplaces; the Secretary's Minority Business Enterprise Program, as amended; the Americans with Disabilities Act of 1990, as amended.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

WITNESS/ATTEST:

GRANTEE: KENT COUNTY COMMISSIONERS

By: _____

Name: William W. Pickrum

Title: President

Date: _____

Approved for form and legal sufficiency this _____ day of _____, _____

City/County Attorney

WITNESS:

GRANTOR: DIVISION OF NEIGHBORHOOD REVITALIZATION

By: _____

Carol Gilbert
Assistant Secretary/Director
Division of Neighborhood Revitalization

Date: _____

Approved for form and legal sufficiency this _____ day of _____,

Assistant Attorney General

**RENTAL ALLOWANCE PROGRAM
LOCAL PROGRAM APPLICATION**

(State Fiscal Year 2017)

Return to: Department of Housing & Community Development Division of Neighborhood Revitalization 7800 Harkins Road Lanham, MD 20706 Attention: Karen E. Ashby (301) 429-7251	This Space for NR Use Application No. _____ Date Received _____ _____
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I. APPLICANT

Name of Jurisdiction Kent County

Address of Jurisdiction 350 High Street PO Box 670

(Street)
Chestertown Maryland 21620
(City) (Maryland) (Zip Code)

Jurisdiction's Federal Identification Number 1526002003
(Do not use the FID of the administering agency)

Name of Contact Person for the Jurisdiction Julie Handzo

Telephone Number: 410-810-7621 Email Address: julia.handzo@maryland.gov

Name of Agency Administering for the Jurisdiction Kent County Department of Social Services

Address of Administering Agency 350 High Street PO Box 670

(Street)
Chestertown Maryland 21620
(City) (Maryland) (Zip Code)

II. RENTAL ALLOWANCE PRIORITIES

List the percentage of funding expected to be dedicated to each program:

- 30% Rapid Re-Housing (serving clients who are currently homeless)
- 60% Homelessness Prevention (serving clients who are at risk of homelessness)
- 10% Administration (including housing location and case management)

III. LEVEL OF RAP PARTICIPATION

A. Detail Level of activity with State Fiscal Year 2016 funding:

Total amount of State Fiscal Year 2016 Grant:	\$40,000
Total amount expended to date:	\$4120
Total number of recipients served to date:	13
Total number of applicants on RAP waiting list:	0
Number of recipients who reached 12 month limit of services:	0
Number that received a six month extension after the subsidy period:	0

B. Briefly describe the responsibilities of each stakeholder that will be participating in the Rental Allowance Program. (Include outreach, intake, certification, inspection, support services, payments, and requests for extension of payment terms.

Activity/Responsibility

Agency/Department
RAP Payments: Authorized by department staff

Social Service Agency
Outreach-Referrals received from outside agencies, landlords and Social Service staff
Intake- Certification Determined by department staff.
Subsidy Extension Request: Authorized by department staff

Organization: Public/Private
Inspection- Completed by agent of Department of Housing & Community Development
Support Services-Referrals –The Family Support Center and Women in Need
Outreach-Referrals received from outside agencies, landlords and Social Service staff

C. Grantees may use up to 20% of the total RAP allocation for administrative costs associated with the Program, including housing location and case management services.

Do you wish to claim administrative funding for State Fiscal Year 2017?
 Yes X No

10%
 (Note, the total amount allowed for administrative costs cannot exceed 20% of award)

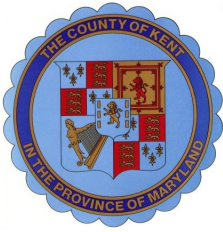
IN WITNESS WHEREOF, the applicant has caused this document to be duly executed in its name on the 23rd day of August , 2017⁶

Signature 
 (Chief Elected Official or Designee)

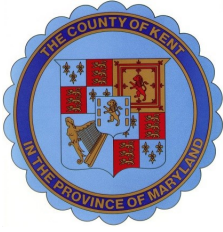
William W. Pickrum
 Typed/Printed Name

President
 Typed/Printed Title

August 23, 2016
 Date



**Request to Re-Appoint Student Member on the Economic Development
Commission
10/25/2016
Regular Meeting**



**Thank you Letter to Comptroller Peter Franchot
10/25/2016
Regular Meeting**

ATTACHMENTS:

Description

Thank You Letter to Comptroller Peter Franchot

The County Commissioners of Kent County

WILLIAM W. PICKRUM
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

WILLIAM A. SHORT
MEMBER
STILL POND, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600
FACSIMILE 410-778-7482
E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

October 25, 2016

The Honorable Peter V. R. Franchot
Office of the Comptroller
Goldstein Treasury Building
80 Calvert Street
Annapolis, MD 21404-0466

Dear Comptroller Franchot:

The County Commissioners of Kent County would like to take this opportunity to thank you for your site visit of the Chester River Bridge on Wednesday, October 12, 2016, and appreciate the invitation to participate. To date, the final action plan taken to complete repairs and painting of the Chester River Bridge has allowed for minimal impact on citizens, businesses, and tourists of Kent County; for that we are extremely grateful.

Your time and dedication paid to this important project for Kent County have been invaluable and we thank you for your continued support of Kent County.

Very truly yours,

THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

William W. Pickrum, President

Ronald H. Fithian, Member

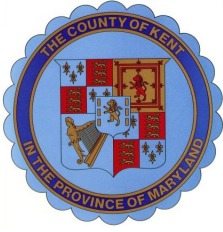
William A. Short, Member



The Honorable Peter V. R. Franchot Chester River Bridge Project
October 25, 2016
Page 2 of 2

KCC:aeb

cc: The Honorable Pete K. Rahn
The Honorable Stephen S. Hershey
The Honorable Jay A. Jacobs
The Honorable Steven J. Arentz
The Honorable Jeffery Ghrist
Joint Kent-Queen Anne's County Task Force Members



**Mills Branch Support Letters
10/25/2016
Regular Meeting**

ATTACHMENTS:

Description

Mills Branch Support Letters

Sept 12, 2016

Kent County Commissioners
400 High Street
Chestertown MD 21620

Dear Kent County,

Solar energy is the way of the future. It provides much needed energy and economic incentives, as well as being environmentally favorable. This is why we need the Mills Branch Solar Project in Kent County.

The design of the Mills Branch Solar Project will only take up 0.3 percent of farmland in Kent County. In addition to such small land use requirements, the Mills Branch will reduce the greenhouse gas emissions of 600 train cars of coal annually (for the next 30 years.)

Mills Branch is also expected to use its private investment of \$100 million to boost the local economy with the creation of construction jobs and the purchase of local materials and services.

Please consider supporting the Mills Branch Solar Project in Kent County.

Thank you,

Raven Prociak

~~106~~ School Road
Chestertown, MD

County Commissioners
Office

Date 10-20-16

Sept 12th, 2016

Kent County Commissioners
400 High Street
Chestertown MD 21620

Dear Kent County,

Solar energy is the way of the future. It provides much needed energy and economic incentives, as well as being environmentally favorable. This is why we need the Mills Branch Solar Project in Kent County.

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Please consider supporting the Mills Branch Solar Project in Kent County.

Thank you,

 Haley Soms

206 Greenwood Ave
Chestertown, MD

County Commissioners

Office

Date 10-20-16

Sept 6, 2016

PSC Case #9411

David J. Collins, Executive Secretary
Maryland Public Service Commission
6 St. Paul Street, 16th Floor
Baltimore, MD 21202

Dear Mr. Collins,

The Mills Branch Solar Project will allow Kent County (and the state of Maryland) to be both environmentally friendly and energy independent.

Solar energy does not require the same maintenance and upkeep of other alternative energy solutions, like biomass or hydroelectric power. One of the best pieces of advice that I have ever heard is that only thing that we can be sure of is that the sun will rise and set every day—this is why Kent County needs Mills Branch. Solar energy is the only reliable energy source that we have.

Communities, like Kent County, thrive with solar energy as it allows them to produce their own energy locally without the need for foreign products. The energy can be produced by the community and for the community. Additionally, there is little to no impact noticed by the community since solar energy produces no environmental disturbances.

Let the Mills Branch Solar Project represent what the future of energy in Maryland. I greatly encourage your support.

Thank you,

Joshua Knox 

200 Byford Dr
Chester town, MD

County Commissioners

Office
Date 10-16-16²⁰

9/9, 2016

Kent County Commissioners
400 High Street
Chestertown MD 21620

Dear Kent County,

Solar energy is the way of the future. It provides much needed energy and economic incentives, as well as being environmentally favorable. This is why we need the Mills Branch Solar Project in Kent County.

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Please consider supporting the Mills Branch Solar Project in Kent County.

Thank you,

Jennifer de Mooy
Jennifer de Mooy

3 Rolling Rd
Chestertown, MD

County Commissioners

Office
Date 10-20-16

Sept 13, 2016

Kent County Commissioners
400 High Street
Chestertown MD 21620

Dear Kent County,

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Please consider supporting the Mills Branch Solar Project in Kent County.

Thank you,
Louise O'Brien
LOUISE OBrien
4 Cedar Chase Ct
Chestertown, MD

County Commissioners

Office

Date 10/20/16

Sept 13, 2016

Kent County Commissioners
400 High Street
Chestertown MD 21620

Dear Kent County,

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Please consider supporting the Mills Branch Solar Project in Kent County.

Thank you,

Mary E Breerton MARY E. BREERTON.

303 Campus Ave
Chestertown, MD

County Commissioners

Office

Date 10/20/16

Sept 13, 2016

Kent County Commissioners
400 High Street
Chestertown MD 21620

Dear Kent County,


Solar energy is the way of the future. It provides much needed energy and economic incentives, as well as being environmentally favorable. This is why we need the Mills Branch Solar Project in Kent County.

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Please consider supporting the Mills Branch Solar Project in Kent County.

Thank you,


Pete Ramirez

~~214~~ 302 Manor Ave
Chestertown, MD

County Commissioners

Office

Date 10/20/16

9/12, 2016

Kent County Commissioners
400 High Street
Chestertown MD 21620

Dear Kent County,

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Please consider supporting the Mills Branch Solar Project in Kent County.

Thank you,

DAVID G. WILLEY
David G. Willey
109 School Road
Chestertown, MD

County Commissioners

Office

Date 10/20/16

9-12, 2016

Kent County Commissioners
400 High Street
Chestertown MD 21620

Dear Kent County,

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Please consider supporting the Mills Branch Solar Project in Kent County.

Thank you,

Sue Reep
Sue Reep
117 Rolling Road
Chestertown, MD

County Commissioners

Office

Date 10/20/16

September 12, 2016

Kent County Commissioners
400 High Street
Chestertown MD 21620

Dear Kent County,

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Please consider supporting the Mills Branch Solar Project in Kent County.

Thank you,

Ginny Boyle

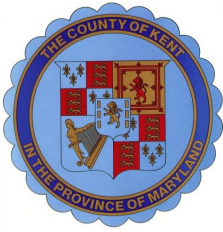
Ginny Boyle

206 Greenwood Ave
Chestertown, MD

County Commissioners

Office

Date 10/20/16



**Thank You from States Attorney
10/25/2016
Regular Meeting**

ATTACHMENTS:

Description

Thank You from States Attorney

HARRIS P. MURPHY
STATE'S ATTORNEY

JOSEPH C. FLANAGAN, JR.
DEPUTY STATE'S ATTORNEY

G. ROBERT MOWELL
ASSISTANT STATE'S ATTORNEY



205 CANNON STREET
SUITE 2
CHESTERTOWN, MARYLAND 21620

TEL: (+10)778-7450
FAX: (+10)778-7479

OFFICE OF
THE STATE'S ATTORNEY FOR KENT COUNTY

October 11, 2016

Kent County Commissioners
400 High Street
Chestertown, MD 21620

Dear Commissioners:

I wanted to thank you, again, on behalf of everyone in the State's Attorney's Office for authorizing the contingency expenditure to purchase three (3) desktop scanners. The units have been installed and have significantly improved our ability to utilize the MDEC (Maryland Electronic Courts) filing system.

We appreciate all you do to support our office and our mutual objective of protecting the residents of this wonderful county.

I remain...

Very truly yours,

Harris P. Murphy
State's Attorney
For Kent County, Maryland

HPM/hmj

County Commissioners

Office

Date 10/21/16