

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

August 13, 2024

6:00 PM Call to Order/Pledge of Allegiance/Moment of Silence

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

Public Notices

Talkie Communications, Inc.

Fair Summary Notice

Consent Items

#1 - Regular Session Minutes, July 30, 2024

#2 - Liquor Minutes, July 30, 2024

#3 - Public Hearing Minutes, July 30, 2024

#4 - Kent County 4-H Triple Shots Shooting Sports, Raffle Only, August 6 - September 21,
2024

#5 - Democratic Club of Kent County, Raffle Only, August 15, 2024 - October 3, 2024

#6 - Historical Society of Kent County, Raffle Only, December 7, 2024

#7 - Bill Mackey, Director, Planning, Housing, and Zoning
2025 Nuisance Flood Plan Grant

Special Class C Licenses

St. John and Sacred Heart Church, Beer Only, August 18, 2024

Human Resources Director

Jim Miller, Director, Human Resources

Human Resources Policies: Employee and Retiree Medical, Prescription, Dental, &
Vision Insurances

Jim Miller, Director, Human Resources

Human Resources Policy Change - Travel Expense Policy

Departmental Appointments

Lisa Mazingo, Director, Kent Family Center

FY2025 Maryland Family Network Contract Award and Renewal

Pat Merritt, Chief Finance Officer, Office of Finance, Report

Dennis Hickman, Sheriff, Kent County Sheriff's Office

FY2025 Sex Offender Compliance and Enforcement in Maryland Grant

Document for Signature

Will Albright, KRM Development Corporation

Seventh Amendment to Kent County Board of Elections Lease

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Kent Alcohol and Tobacco Enforcement (KATE)

Maryland Department of Health Human Services Agreements Annual Report - Tobacco Enforcement Program

Harris P. Murphy, Judge, Circuit Court For Kent County

Equity Hearing Room Request

John Schratwieser, Director, Kent Cultural Alliance

Thank You Letter

Charlie Miller, Chair, Board of Supervisors, Kent Soil and Water Conservation District

Thank You Letter

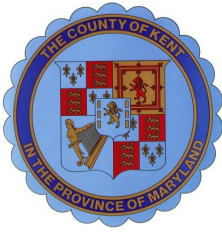
American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

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



Talkie Communications, Inc.
8/13/2024
County Commissioners Meeting

Item Summary:

Fair Summary Notice

ATTACHMENTS:

Description

08.06.24 Kent County - Talkie Communications, Inc. Fair Summary Notice

07.30.24 IPTV Cable Franchise Agreement, Between Kent County and Talkie Communications, Inc., Final Adopted Draft - Copy

FAIR SUMMARY NOTICE

A NEW IPTV CABLE FRANCHISE AGREEMENT BETWEEN KENT COUNTY AND TALKIE COMMUNICATIONS, INC., AND A RESOLUTION BY THE COUNTY COMMISSIONERS OF KENT COUNTY AUTHORIZING THE EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE COUNTY AND TALKIE COMMUNICATIONS, INC.

A fair summary is now given that according to the Code of Public Laws of Kent County, Maryland, Chapter 76, Cable Television Franchising, a new franchise agreement was considered. The public hearing was duly advertised and held on July 23, 2024, the public process under which comments from the public and/or an applicant seeking a cable franchise agreement were received. Written comments were accepted until Friday, July 26, 2024.

The Board voted to authorize the execution of the IPTV Cable Franchise Agreement between Kent County and Talkie Communications, Inc., by Resolution 2024-10 on Tuesday, July 30, 2024.

The agreement, resolution, and all related documents are on file at the Commissioners' Office, 400 High Street, Chestertown, Maryland, Monday through Friday, 8:30 a.m. to 4:30 p.m., and on the County's website at www.kentcounty.com or available by calling the Office of the County Administrator at 410-778-4600 and press 4.

By order of:

THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND



Sondra M. Blackiston
Clerk

PUBLISH: KCN 08/08/24, 08/15/24, 08/22/24

RESOLUTION 2024-10
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

**A RESOLUTION AUTHORIZING EXECUTION OF A CABLE FRANCHISE
AGREEMENT BETWEEN THE COUNTY AND TALKIE COMMUNICATIONS, INC.**

WHEREAS, pursuant to Title VI of the Telecommunications Act of 1934, *as amended*, the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Maryland law, the County is authorized to grant and renew franchises to construct, operate and maintain an IPTV Cable System utilizing Public Rights-of-Way and properties within the County's jurisdiction; and

WHEREAS, Talkie Communications, Inc. ("Talkie") desires to obtain an IPTV Franchise to maintain, construct, operate, and maintain its IPTV Cable System over, under, and along the aforesaid Public Rights-of-Way for use by the County's residents consistent with federal, state, and local law; and

WHEREAS, the aforesaid Public Rights-of-Way used by Talkie are public properties acquired and maintained by the County on behalf of the citizens of the County, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the County desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced IPTV Cable System, receive Franchise Fees for Talkie's use of the County's rights-of-ways as provided by federal law, reserve the right to request use of a public, educational and governmental channel, establish certain reporting requirements, obtain certain complimentary services, provide legal protections for the County, and meet the current and future IPTV cable-related needs of its residents; and

WHEREAS, the County has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state, and local laws and regulations; and

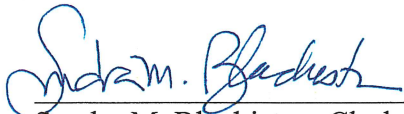
WHEREAS, the County, after affording the public notice and opportunity for comment, has determined that the public interest would be served by granting Talkie's franchise according to the terms and conditions contained herein.

NOW THEREFORE, BE IT RESOLVED, that the County Commissioners of Kent County, Maryland hereby approve the IPTV cable franchise agreement with Talkie Communications, Inc., including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

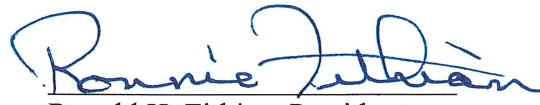
RESOLVED this 30th day of July, 2024.

RECEIVED
CLERK, CIRCUIT COURT
2024 AUG - 2 A 11:38
KENT COUNTY

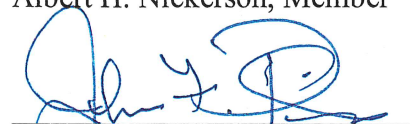
ATTEST:


Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

IPTV CABLE FRANCHISE AGREEMENT

BETWEEN

KENT COUNTY

AND

TALKIE COMMUNICATIONS, INC.

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IPTV CABLE FRANCHISE AGREEMENT

This Internet Protocol Television ("IPTV") Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the 30th day of July, 2024 by and between the Kent County, Maryland (hereinafter referred to as the "County") and Talkie Communications, Inc. (hereinafter referred to as "Talkie").

WHEREAS, pursuant to Title VI of the Telecommunications Act of 1934, *as amended*, the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Maryland law, the County is authorized to grant and renew franchises to construct, operate and maintain an IPTV Cable System utilizing Public Rights-of-Way and properties within the County's jurisdiction; and

WHEREAS, Talkie desires to obtain an IPTV Franchise to maintain, construct, operate, and maintain its IPTV Cable System over, under and along the aforesaid Public Rights-of-Way for use by the County's residents consistent with federal, state and local law; and

WHEREAS, the aforesaid Public Rights-of-Way used by Talkie are public properties acquired and maintained by the County on behalf of the citizens of the County, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the County desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced IPTV Cable System, receive Franchise Fees for Talkie's use of the County's rights-of-ways as provided by federal law, reserve the right to request use of a public, educational and governmental channel, establish certain reporting requirements, obtain certain complimentary services, provide legal protections for the County, and meet the current and future IPTV cable-related needs of its residents; and

WHEREAS, the County has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the County, after affording the public notice and opportunity for comment, has determined that the public interest would be served by granting Talkie's franchise according to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the County and Talkie agree as follows:

SECTION I **DEFINITIONS**

The following terms used in this franchise shall have the following meanings:

- (a) Affiliated Entity - Any corporation, partnership or other business entity that owns

or controls, is owned or controlled by, or is under common ownership or control with Talkie.

(b) Basic Service – The IPTV service tier that includes at least the retransmission of local broadcast television signals and any Educational and Governmental ("EG") access channel.

(c) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) Cable Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the County. Such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Right-of-Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers; (4) an open video system that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Channel - Means a time or frequency slot or technical equivalent on the IPTV Cable System, discretely identified and capable of carrying full motion color video and audio, and may include other non-video subcarriers and digital information.

(g) Complaint - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with any aspect of Talkie's business or the operation of its IPTV Cable System.

(h) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the IPTV Cable System.

(j) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the IPTV Cable System in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(k) FCC - Federal Communications Commission.

(l) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the State (as defined herein) or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of material or equipment.

(m) Franchise - The right granted by the County to construct, operate and maintain a IPTV Cable System within the corporate limits of the County as embodied in the terms and conditions of this Agreement.

(n) Franchise Fee - The fee that Talkie remits to the County for the use of the County's Public Rights-of-Way consistent with Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(o) Gross Revenues - All revenue received directly or indirectly by Talkie or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Talkie's IPTV Cable System in the County to provide IPTV Cable Services. Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any IPTV Cable Service tier other than Basic-Service (fees charged to Subscribers for any internet or phone/voice services shall not be included);
- (3) fees charged for premium IPTV Cable Services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;
- (6) fees charged to Subscribers for any optional, per-channel or per-program IPTV Cable Services;
- (7) revenue from the provision of any other IPTV Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video or audio programming;
- (9) fees for changing any level of IPTV Cable Service programming;
- (10) fees for service calls related to IPTV Cable Services;
- (11) inside wire maintenance fees related to IPTV Cable Services;
- (12) service plan protection fees related to IPTV Cable Services;
- (13) convenience fees related to IPTV Cable Services;
- (14) early termination fees related to IPTV Cable Services;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the IPTV Cable System for IPTV Cable Service;
- (17) rental or sales of any and all equipment used to provide IPTV Cable Services, including converters and remote control devices;
- (18) any and all locally-derived advertising revenues less agency fees;

- (19) revenues or commissions from locally-derived home shopping channels;
- (20) revenue from interactive television services to the extent deemed "Cable Services" under applicable law;
- (21) fees for any and all music services;
- (22) broadcast retransmission fees;
- (23) regional sports programming fees;
- (24) late payment fees for IPTV Cable Services;
- (25) billing and collection fees solely for IPTV Cable Services;
- (26) NSF check charges; and
- (27) Franchise Fees.

Gross Revenues shall not include bad debts, investment income, refunded deposits, or any taxes on services furnished by Talkie and imposed directly upon any Subscriber or user by the County, State, federal or other governmental unit. In the event of any dispute over the classification of revenue, the County and Talkie agree that reference shall be made to industry standards and the assumption that revenue is recognized upon receipt.

- (p) HD - High-definition format.
- (q) IPTV Cable Service- The transmission of Cable Service over Talkie's IPTV Cable System.
- (r) IPTV Cable System – Talkie's Cable System is provided over Talkie's Fiber-to-the-Home ("FTTH") network. Talkie's Cable System is designed and designated to provide video programming aggregated by Talkie over Internet Protocol to the Subscriber's residence or business.
- (s) Leased Access or Commercial Access Channel - Any channel on Talkie's IPTV Cable System designated for use by any entity that is unaffiliated with Talkie consistent with Section 612 of the Cable Act, 47 U.S.C. §532.
- (t) Multiple Dwelling Units or MDUs - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for two (2) or more households.
- (u) Normal Business Hours -Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.
- (v) Normal Operating Conditions - Business conditions within Talkie's service department which are within the control of Talkie. Those conditions that are not within the control of Talkie include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions.
- (w) Outlet - An interior receptacle that connects a television set to the IPTV Cable System.
- (x) Educational and Governmental (EG) Channel - An access channel that consists of local public, educational and/or governmental programming.

(y) Programming - Any video or audio signal carried over the IPTV Cable System that is generally considered comparable to programming provided by a television broadcast station.

(z) Public Rights-of-Way - The surface of and all rights-of-way and the space above and below any public street, road, highway, freeway, lane, path, public way or place, alley, court, boulevard, parkway, drive or easement now or hereafter held by the County for the purpose of public travel and shall include other similar easements or rights-of way as shall be now held or hereafter held by the County which shall, within their proper use and meaning, entitle Talkie to the use thereof for the purposes of installing poles, wires, IPTV, cable, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the IPTV Cable System.

(aa) Service Interruption - The loss of picture or sound on one or more Channels.

(bb) State - The State of Maryland.

(aa) Subscriber - A person or entity who contracts with Talkie for, and lawfully receives, the video signals and Cable Services distributed by the IPTV Cable System.

SECTION 2

GRANT OF FRANCHISE

2.1 GRANT OF AUTHORITY

Consistent with the Cable Act, the regulations of the FCC and Maryland law, the County hereby grants a non-exclusive and revocable franchise to Talkie. Subject to the terms and conditions contained herein, the County hereby grants to Talkie the right to own, construct, extend, install, operate, maintain, upgrade and rebuild a IPTV Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the IPTV Cable System in the Public Rights-of-Way, including property over which the County has a sufficient easement or right-of- way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Services as permitted by applicable law.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement. For purposes of this Agreement, the term "Effective Date" is sixty (60) days following the full execution of this Agreement by the County and Talkie.

2.3 COMPETITIVE EQUITY

(a) Talkie acknowledges and agrees that the County reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System or IPTV Cable System within the County.

(b) The franchise granted to Talkie is non-exclusive; however, if the County grants a subsequent Franchise, whether to a traditional Cable System or an IPTV Cable System, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent franchisee than this Agreement is to Talkie, then Talkie may request an amendment to this Agreement to provide Talkie with competitive equity. If the County agrees with Talkie that, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the County and Talkie shall enter into discussions in order to modify this Agreement to the mutual satisfaction of both parties to provide Talkie with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service or IPTV Cable System is submitted to the County proposing to serve Subscribers within the County, then the County shall notify Talkie in writing within thirty (30) calendar days of the submission of the application.

2.4 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and local laws and regulations. This Franchise is further subject to all applicable ordinances and resolutions of the County. Without waiving any of its rights, the County agrees that, to the extent any term of this Agreement is inconsistent with the terms of any County cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

SECTION 3 SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Talkie has an existing FTTH broadband network constructed in the County as indicated on the maps which may be provided to the County consistent with the terms of Section 3.10 below, which maps are trade secrets proprietary and confidential commercial information and will be held in confidence and not disclosed to third parties by the County consistent with the terms of Section 3.10. Talkie will provide IPTV Cable Service over its existing FTTH broadband network in the County. Talkie's FTTH broadband network is constructed and will be operated using fiber optic cable and active signal origination electronics in a manner that will ensure that the network will be flexible and adaptable to future technological development. The County shall not unreasonably delay or deny the issuance of any permits or authorizations required in connection with the expansion of the IPTV Cable System provided that Talkie has submitted the required information to obtain such permits and has complied with the County's permit rules and regulations. The IPTV Cable System shall meet any and all technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the State of Maryland and the generally applicable laws, ordinances and construction standards of the County.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Talkie shall make IPTV Cable Service available to every dwelling occupied by a person requesting IPTV Cable Service consistent with Section 3.2(b) provided that Talkie is able to obtain from the property owners any necessary easements and/or permits consistent with Section 621(a)(2) of the Cable Act. Talkie shall extend the IPTV Cable System into all areas within the County where there is a minimum of twenty-five (25) dwelling units per linear mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the nearest end of the Talkie's IPTV Cable System (not including Drops), and provided that the dwelling units are not already passed by a wired Cable System, wired IPTV Cable System any other County franchised wired video provider or wired Internet service provider. Talkie shall complete said extensions within three (3) months of written notification to Talkie by the County that an area has met the minimum density standard set forth herein (weather, environmental and/or other Force Majeure conditions permitting). Talkie's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Any dwelling unit within one hundred twenty-five (125) feet distance from the Talkie IPTV Cable System shall be entitled to a standard installation rate for the Drop. For any dwelling unit further than one hundred twenty-five (125) feet aerial distance from the Talkie IPTV Cable System Talkie shall extend the IPTV Cable Service at a rate not to exceed the actual cost of installation of the Drop.

(c) The County has the right to require Talkie to place wires and/or equipment underground, provided that the County imposes such requirement on all similarly situated entities, including but not limited to telephone and other telecommunications and communications companies with facilities in the area. All installations of wires and/or equipment by Talkie shall be underground in those areas of the County where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Talkie's facilities without technical degradation of the IPTV Cable System's signal quality. Talkie shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals, provided that placing facilities underground does not preclude the use of ground-mounted appurtenances.

3.3 IPTV CABLE SYSTEM SPECIFICATIONS

(a) The parties understand and agree that Talkie has designed, constructed and shall maintain an IPTV Cable System that has been built for digital television standards with addressable technology capable of making available video channels received for digital and/or analog transmission and shall allocate a sufficient portion of said bandwidth to deliver two-way IPTV Cable Services.

(b) Talkie reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the IPTV Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the IPTV Cable System shall have the effect of reducing the technical capabilities of the IPTV Cable System as set forth in Section 3.1.

3.4 SYSTEM TESTS

(a) Talkie shall conduct proof of performance and other system tests as set forth below. Talkie shall retain written reports of the results of any tests required by the FCC, and such reports shall be submitted to the County within thirty (30) days of a written request from the County; provided, however, that Talkie shall not be required to submit such reports more than one (1) time in any calendar year.

(b) Talkie shall perform the following tests on its IPTV Cable System:

(1) All tests required by the FCC; and

(2) All other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Agreement or in response to Subscriber complaints.

(c) If requested by reasonably prior written notice by the County, tests may be witnessed by its representatives.

3.5 EMERGENCY ALERT SYSTEM

Talkie shall comply with the Emergency Alert System requirements of the FCC.

3.6 RATE DISCRIMINATION

All Talkie residential Subscriber rates and charges shall be published and shall not discriminate among persons in the County under similar circumstances and conditions. Talkie shall establish similar rates and charges for all residential Subscribers receiving similar services, regardless of race, color, religion, age, sex, marital status, income or economic status, national origin, sexual orientation, physical or mental disability, or geographic location within the County. Nothing in this Section shall be construed to prohibit:

(a) The temporary reduction or waiving of rates and charges in conjunction with promotional campaigns; or

(b) The offering of reasonable discounts to senior citizens.

3.7 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Talkie shall work cooperatively with any services that allow hearing-impaired Subscribers to contact Talkie by telephone.

3.8 SERVICE TO MULTIPLE DWELLING UNITS ("MDUs")

Talkie and the County hereby acknowledge and agree that installation and provision of IPTV Cable Service to MDUs are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Talkie, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations and the applicable state

law.

3.9 REPAIRS AND RESTORATION

(a) Prior to any work in the Public Rights-of-Way, Talkie shall apply to the County for all applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit, except for emergency repairs, without receipt of such permit, the issuance of which shall not be unreasonably withheld by the County. In the event Talkie or any agent, including contractors or subcontractors must make emergency repairs, prior to receiving a permit from the County, Talkie must apply for all applicable permits within five (5) business days of such emergency activities.

(b) Whenever Talkie or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as good condition as before the disturbance within ten (10) business days of the completion of the disturbance, weather permitting. Upon failure of Talkie to comply within the time specified and the County having notified Talkie in writing of the restoration and repairs required, the County may cause proper restoration and repairs to be made and the expense of such work shall be paid by Talkie upon demand by the County.

(c) Whenever Talkie or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the County if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Talkie shall promptly repair and restore any public or private property that is damaged as a result of construction, installation, repair or maintenance of the IPTV Cable System within ten (10) business days, Force Majeure conditions and weather permitting.

(d) Talkie's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the IPTV Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Talkie shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the County or any public utility serving the County.

(e) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Talkie personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(f) Whenever Talkie or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Maryland One Call System prior to any such disturbance. Talkie shall adhere to any additional undergrounding requirements which the State may establish in the future.

(g) All structures and all lines, equipment and connections in, over, under, and upon

streets, sidewalks, alleys, and public and private ways and places of the County, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

3.10 SERVICE AREA MAPS

Upon written request and within sixty (60) days of such written request, but not more than once annually, Talkie shall provide to the County for its exclusive, non-commercial use and shall maintain at its local offices, a complete set of Talkie service area as-built maps that show the geographical areas that have been built by Talkie to date. Such as-built maps are expressly understood by the County to be Talkie's trade secrets and proprietary and confidential commercial information. The as-built maps shall be provided to the County in KMZ (i.e. Keyhole Markup Language) or GIS (i.e. Geographic Information System) electronic format, provided that the County shall not retain such electronic copies of the as-built maps. The as-built maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Except as required by the Maryland Public Information Act or other applicable law, the County shall not make such maps available to any third parties. The County agrees to give Talkie notice of any request by a third party to view or obtain the maps under the Maryland Public Information Act or other applicable law.

3.11 DISCONNECTION AND RELOCATION

(a) Talkie shall, at no cost to the County, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the County or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure.

(b) In requiring Talkie to protect, support, temporarily disconnect, relocate or remove any portion of its property, the County shall treat Talkie the same as, and require no more of Talkie than, any similarly situated entity.

3.12 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the County, it shall be necessary, in the reasonable judgment of the County or its agent, to cut or move any of the wires, cable or equipment of the IPTV Cable System, the County shall have the right to do so without cost or liability, provided that, wherever possible, the County shall give Talkie notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the IPTV Cable System pursuant to this Section 3.12 the County shall treat Talkie the same as, and require no more of Talkie than, any other similarly situated entity.

3.13 TREE TRIMMING

(a) Talkie, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Talkie. Any such

tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Talkie or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the County for permission, with the exception of Emergency situations as defined in Section 1 (j), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the County.

3.14 CHANNEL CAPACITY

Talkie shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by federal and state law and regulations.

3.15 BROADCAST CHANNELS

To the extent required by federal law, Talkie shall provide all Subscribers with Basic Service including, but not limited to, the following: (a) all broadcast television signals carried consistent with the requirements of Section 614 of the Cable Act; (b) the signals of qualified non-commercial educational television signals carried consistent with the requirements of Section 615 of the Cable Act; and (c) any Public, Educational and Governmental Channel consistent with Section 611 of the Cable Act. All such signals shall be delivered to Subscribers consistent with FCC technical specifications.

3.16 SIGNAL SCRAMBLING

Talkie shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

3.17 CONTINUITY OF SERVICE

Subscribers shall continue to receive service from Talkie provided their financial and other obligations to Talkie are honored. Subject to Force Majeure provisions in Section 9.1, Talkie shall use commercially reasonable efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the IPTV Cable System, Talkie shall use commercially reasonable efforts to interrupt service only during periods of minimum use. When necessary, Service Interruptions of more than twenty-four (24) hours can be anticipated, Talkie shall notify Subscribers in advance of such Service Interruption along with providing Subscribers with a pro-rata credit for the time of such Service Interruption.

3.18 PARENTAL CONTROL CAPABILITY

Talkie shall provide Subscribers with the capability to control the reception of any video and/or audio channel on the IPTV Cable System consistent with Section 641 of the Cable Act.

SECTION 4 SUBSCRIBER SERVICE STANDARDS

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Talkie shall provide and maintain a toll-free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(c) If a historical record of Complaints indicates a clear failure to comply, Talkie may be required to perform surveys to measure compliance with the telephone answering requirements above. If the County determines, after receiving Complaints itself and/or receiving a record of Complaints made to Talkie in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the County shall notify Talkie in writing that it must measure its compliance with these requirements for the next ninety (90) days and report to the County with its results.

4.2 INSTALLATIONS AND SERVICE CALLS

(a) Talkie shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Talkie shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Talkie employee or agent, including any subcontractor, shall prominently display the Talkie logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those installations that are located up to one hundred twenty-five (125) feet from Talkie's IPTV Cable System .

(c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Talkie shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Talkie may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(d) Talkie may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

4.3 NOTICES

(a) Talkie shall provide written notice consistent with FCC requirements contained in 47

C.F.R. §1602(b) and applicable FCC order(s) to each Subscriber upon initial subscription, and once per calendar year thereafter to each Subscriber and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the IPTV Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the IPTV Cable Service and any converters;
- (6) Billing and Subscriber Complaint procedures;
- (7) Talkie's address, telephone number and office hours; and
- (8) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Talkie shall notify Subscribers and the County in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Talkie. Talkie shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the State or the County on the transaction between Talkie and the Subscriber.

(c) Consistent with federal law, Talkie shall maintain a file available to the public containing all written notices provided to Subscribers pursuant to the requirements contained herein by Talkie during the previous twelve (12) months. Such file may be maintained electronically.

4.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations including all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) Talkie shall not assess late fees for non-payment of a current bill until at least thirty (30) days have elapsed since the mailing of the bill by Talkie.

(c) The County hereby requests that Talkie omit the County's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

4.5 SUBSCRIBER COMPLAINT PROCEDURES

Talkie shall establish clear written procedures for resolving all Subscriber Complaints,

which shall include at least the following:

(a) Talkie shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the County is contacted directly about a Subscriber Complaint, it shall notify Talkie promptly and in writing. When Talkie receives such notification, the time period for Talkie to respond as required by Section 4.5(a) shall commence. If the County notifies Talkie in writing, then Talkie shall respond in writing within the time period specified in Section 4.5(a).

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Talkie has the option of withholding the disputed amount, without a late fee or disconnection, until Talkie has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Talkie in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges; and

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

(d) Talkie shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

4.6 DISCONNECTION

Talkie may disconnect or terminate a Subscriber's service for cause:

(a) If at least forty-five (45) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Talkie has provided at least ten (10) days written notice to the affected Subscriber prior to disconnection, specifying the effective date after which IPTV Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Talkie regarding the bill; or

(d) If at any time and without notice, Talkie determines in good faith that Subscriber has tampered with or abused Talkie's equipment or service or is engaged in theft of IPTV Cable Service or has otherwise violated Talkie's terms of use for the IPTV Cable Service.

4.7 SERVICE INTERRUPTIONS

In the event that there is a Service Interruption to any Subscriber for twenty four (24) or more consecutive hours, excluding those Service Interruptions which are the result of Force Majeure or not under the control of Talkie and upon receipt of a request of the Subscriber, Talkie shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

4.8 PRIVACY

(a) Talkie shall at all times comply with the privacy provisions of Section 631 of the Cable Act regarding personally-identifiable Subscriber information and all other applicable federal and state privacy laws and regulations.

(b) Talkie shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

(c) Absent a court order or requirement of federal law, or as consistent with Section 631 of the Cable Act, neither Talkie nor its designee shall tap, monitor, arrange for the tapping or monitoring of any cable, line, signal, input device, or Subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber; provided, however, that Talkie may conduct system-wide or individually addressed "sweeps" or monitoring solely for the purpose of verifying system and signal integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner consistent with the federal law. To the extent permitted under applicable law, Talkie shall report to the affected parties any instances of monitoring or tapping of the IPTV Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Talkie. Talkie shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes.

(d) Except as permitted by Section 631 of the Cable Act as amended, neither Talkie nor its designee nor its employees shall make available to any third party, including the County, personally-identifiable Subscriber information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, Talkie shall notify the Subscriber prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court. Nothing in this Agreement shall be construed to prevent the sale or availability of "non-personalized" or "aggregate data" which is not personalized data as defined in this Agreement.

(e) Upon a request by a Subscriber, Talkie shall make available for inspection at a reasonable time and place all personally-identifiable Subscriber information that Talkie maintains regarding said Subscriber. Talkie shall ensure that all information related to billing and service requests is accurate and up to date and shall promptly correct any errors upon discovery.

(f) Talkie shall not make its Subscriber list or lists, or any portion thereof, available to any other person or entity, except as permitted by Section 631 of the Cable Act and other applicable law.

SECTION 5
REGULATION BY THE COUNTY

5.1 RIGHT TO INSPECT

(a) The County shall have the option, upon thirty (30) business days' written notice and during Normal Business Hours, to inspect at the notice location for Talkie specified in Section 9.3, all documents, records and other pertinent information maintained by Talkie which relate to the terms of this Agreement.

(b) In addition, Talkie shall maintain for inspection by the public and the County all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

The County or its representatives may conduct a full compliance review, not more than once every three (3) years during the term, with respect to whether Talkie has complied with the material terms and conditions of this Agreement so long as it provides Talkie with thirty (30) days written notice in advance of the commencement of any such review or public hearing. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Talkie may organize the necessary records and documents for appropriate review by the County and County agrees to keep such records and documents confidential. Within ninety (90) days of a written request, Talkie shall provide the County with copies of records and documents that are kept in the normal course of business related to the cable compliance review.

5.3 RESERVED AUTHORITY

The County reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the County's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way in a non-discriminatory manner.

5.4 POLICE POWERS

Talkie's rights under this Agreement are subject to the police powers of the County to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the County to impose any tax, fee or assessment of general applicability, to the extent that such assessment is non-discriminatory and in accordance with applicable law. Such taxes, fees or assessments shall be in addition to Franchise Fees.

5.6 PERMITS

Talkie shall apply to the County for all required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the County. Talkie shall not be required to obtain permits for IPTV Cable Service Drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Talkie shall pay any and all required permit fees.

5.7 REPORTING

In addition to the other reporting requirements contained in this Agreement, Talkie shall provide the following reports to the County:

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request, Talkie shall submit to the County a report showing the number of Complaints, as defined in Section 1 (g), that required a work order and/or service call, originating from the County and received during the previous 12- month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions, subject to Talkie's right to exclude any personally identifiable subscriber information.

(b) Annual Financial Report

Talkie shall submit to the County, no later than thirty (30) days following a written request, but not more than annually, its current financial statement, including a statement of income, balance sheet and a statement of sources and applications of funds which shall be verified by Talkie's Chief Financial Officer in accordance with Generally Accepted Accounting Principles.

(c) Government Reports

Talkie shall provide to the County, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Talkie has submitted to any federal, state or local regulatory agencies if such documents relate specifically to Talkie's IPTV Cable System within the County. Talkie shall have the right to claim confidential, privileged or proprietary rights to such documents if such documents have been determined to be confidential, privileged or proprietary in accordance with the terms and conditions regarding confidentiality as set forth in applicable law or this Agreement. Talkie shall provide copies of such documents no later than thirty (30) days after their request.

SECTION 6 **COMPENSATION TO THE COUNTY**

6.1 FRANCHISE FEES

Talkie shall pay to the County an amount equal to three percent (3%) of the Gross Revenues derived from the operation of its IPTV Cable System to provide IPTV Cable Service in the County.

Talkie shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability. The County may amend the Franchise Fee upon written notice to Talkie provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the County shall accompany such written notice. Any change in Talkie's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice and shall not result in the adjustment of any previous paid Franchise Fees.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the County under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the County. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the County may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Talkie shall deposit the Franchise Fee payments electronically into an account as designated by the County.

6.3 QUARTERLY REPORTS

Each Franchise Fee payment shall be accompanied by a written report containing an accurate statement of Talkie's Gross Revenues received for IPTV Cable Services for each calendar quarter in connection with the operation of Talkie's IPTV Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Talkie.

6.4 FRANCHISE FEE REVIEW

(a) No more than once every three (3) years during the term of the Agreement, upon thirty (30) days prior written notice, the County shall have the right to conduct a Franchise Fee review or audit of Talkie's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such review or audit shall occur within thirty-six (36) months from the date the County receives such payment, after which period any such payment shall be considered final. Upon written request, but no more frequently than annually and within thirty (30) days of a written request, Talkie shall provide the County with copies of financial records related to the Franchise Fee review or audit.

(b) In the event of an alleged over or underpayment, the County shall provide Talkie with a written statement indicating the basis for the alleged underpayment. If the franchise fee audit or review reveals that there has been no over- or underpayments, the County shall provide written notice to Talkie indicating that no over- or underpayments were found and that the franchise fee review is closed. Talkie shall have thirty (30) days from the receipt of the statement regarding an alleged

underpayment to provide the County with any written objection to the results of the review or audit, including any substantiating documentation. Based on this exchange of information, the County shall make a final determination of the over or underpayment(s), if any, within thirty (30) days of Talkie's objection and shall provide Talkie with written notice of the determination. If Talkie disputes the County's final determination, it may submit the dispute to a mutually agreed upon mediator within thirty (30) days of receiving the County's written notice of determination. In the event that Talkie fails to submit the matter to mediation or arbitration within the required time period, the County's final determination shall be binding on Talkie. If Talkie submits the matter to mediation and an agreement is not reached, either party may bring an action to have the dispute determined by a court of competent jurisdiction.

(c) Any Franchise Fee payment due to the County as a result of the Franchise Fee review shall be paid to the County by Talkie within sixty (60) days from the date the County notifies Talkie of its final determination, or if the matter is submitted to mediation or litigation, within sixty (60) days from the final disposition of such action. If the audit or Franchise Fee review shows that Franchise Fees have been underpaid, then Talkie shall pay the underpaid amount plus monetary fines of ten percent (10%) of the underpayment. If Franchise Fees have been underpaid by ten percent (10%) or more, then Talkie shall also pay the reasonable cost of the review or audit. If the audit or franchise fee review shows that franchise fees have been overpaid, then Talkie may offset the overpaid amount against future Franchise fee payments until such time as the overpayment has been entirely recouped.

6.5 BUNDLED SERVICES

If IPTV Cable Services subject to the Franchise Fee required under this Section 6.5 are provided to Subscribers in conjunction with non-Cable Services and the total cost of the bundle reflects a discount from the aggregate retail prices of the services contained therein, then the Franchise Fee shall be applied to the retail price of the IPTV Cable Services in the bundle reduced by no more than a proportionate share of the overall discount.

SECTION 7 SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

(a) Beginning three (3) months after the Effective Date and upon written request, Talkie shall provide an IPTV cable service drop and Basic Service with any necessary customer premises equipment to one outlet at each Public Building listed in Exhibit A that is passed by Talkie's IPTV Cable System. It is understood that, in order to receive such IPTV Cable Services as described above, such facilities also need to receive Talkie's minimum Internet Service. In accordance with applicable law, if Talkie intends to charge for the Cable or Internet Services required by this section, in accordance with applicable law, Talkie will provide the County written notice of the commencement and the amount of such charges. The charges shall be consistent with applicable law, which as of the Effective Date is Talkie's marginal cost for such services as per *The City of Eugene, Oregon et al vs Federal Communications Commission*, No. 19-4161, 998 F 3rd 701 (6th Cir. 2021). Charges may include those for services and equipment, if any, at each location, and for Internet service, with charges for Internet service not being greater than the charges for Talkie's Basic residential Internet service and associated equipment. The County shall then notify Talkie whether it wishes the amount due each month to be deducted from Franchise Fee payment or for the County to remit payment directly. The

County may elect in writing not to receive the service, in which case no deduction will be taken from the Franchise Fee and such services shall be terminated. Talkie shall notify the County in writing regarding the amount of the monthly service fee for each account based on the marginal cost. The County shall then notify Talkie, within thirty (30) days of receiving the notice from Talkie, whether it wishes the amount due each month to be invoiced for payment or deducted from the next franchise fee payment. The County may upgrade the level of IPTV cable service received at then current rate card prices for the higher level of service. The County may also elect in writing not to receive the service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.

(b) During the term of the Franchise, the County may change a Public Building location listed in Exhibit A upon 90-days written notice to Talkie, provided that the new location is within 125 feet of Talkie's existing IPTV Cable System t.

(c) For the purposes of this section, the term "school" means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 *et seq.*, as amended, and does not include "home schools" or "cyber schools," or any other educational situation that does not meet the specific criteria set forth herein. During the term of this Agreement, new public facilities shall be eligible to receive such complimentary service to the extent that they meet the qualifications as set forth herein above as Permitted Free Locations.

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Talkie shall continue to provide as set forth herein, the use of one (1) dedicated Educational and Governmental ("EG") Access Channel in accordance with Section 611 of the Cable Act. Such EG Channel shall be used for community programming related to educational and/or governmental activities. The County shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channel, and may delegate such functions, or a portion of such functions, to an appropriate designee. However, Talkie may utilize the channel during periods where the channel is not in use by the County. Talkie shall not exercise any editorial control over EG Channel programming. Talkie shall cablecast the activated EG Channel so that it may be received by all Talkie Subscribers in the County. If requested by any neighboring City or County served by Talkie from the same head-end or hub site as that providing service to the County, then the County agrees to cooperate with such City or County in the shared use of the EG channel.

(b) The County and Talkie further agree that all costs incurred by Talkie for supporting such EG Channel, including any and all equipment may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Talkie reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(c) Talkie shall provide all the equipment necessary at its IPTV aggregation and origination center to receive the EG channel stream via a VPN or other secure connection from the appropriate URL specified by the County. The stream shall be provided to Talkie in a pre-transcoded DASH or HLS. Talkie shall not be liable for any content programmed on the designated PEG Channel.

(d) The County or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channel. The County and Talkie agree to work cooperatively in implementing the EG channel through such means and in such manner as shall be

mutually satisfactory.

(e) In the event the County or its designee does not program any EG Channel, Talkie may request the use of this channel subject to written approval by the County. If the County approves Talkie's use of an EG Channel and, subsequent to such approval, the County requests the utilization of the EG Channel being programmed by Talkie, Talkie shall relinquish such use no later than sixty (60) days after receipt of written notification from the County that it requires such channel for educational and/or governmental use.

SECTION 8

ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the County has reason to believe that Talkie violated any provision of this Agreement, it shall notify Talkie in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. If the County does not notify Talkie of any violation of this Agreement, it shall not operate as a waiver of any rights of the County hereunder or pursuant to applicable law.

(b) Talkie shall have thirty (30) days to cure such violation after written notice is received by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within thirty (30) days, the period of time in which Talkie must cure the violation shall be extended by the County in writing for such additional time necessary to complete the cure, provided that Talkie shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the County.

(c) If the violation has not been cured within the time allowed under Section 8.1(b) above, then Talkie may request that the County schedule a public hearing to provide Talkie with the opportunity to demonstrate that Talkie continues to make reasonable steps to cure. Alternatively, the County may conduct a public hearing following written notice to Talkie that it intends to impose liquidated damages. If the County determines as a result of such hearing that Talkie has not taken reasonable steps to cure the violation, then the County may deem that Talkie is liable for liquidated damages and/or any other right or remedy and the County's costs in accordance with Section 8.2.

8.2 LIQUIDATED DAMAGES

(a) Because Talkie's failure to comply with provisions of this Agreement will result in injury to the County and because it will be difficult to measure the extent of such injury, the County may assess liquidated damages against Talkie (after affording Talkie due process in accordance with Section 8.1(c) above) in the amount of One Hundred Fifty Dollars (\$150.00) per day for each day the violation continues, provided Talkie has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Talkie or legal action by the County but shall be in addition to such specific performance or legal action.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the County. Liquidated damages may

not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The County may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction before, during, or after the assessment of liquidated damages.

8.3 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the County under this Agreement, the County reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Talkie practiced any fraud or deceit upon the County in the operation of its IPTV Cable System or any other activities pursuant to this Agreement;

(2) Talkie repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Talkie repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Talkie or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Talkie shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the County Commissioners after an appropriate public hearing that shall afford Talkie due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the State. All notice requirements shall be met by providing Talkie at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The County, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Talkie of mitigating circumstances or good cause for the existence of such grounds. Nothing in this Section shall be deemed to deprive Talkie of any rights of process afforded it under state or federal law, and Talkie does not waive such rights by submitting to the process set forth in this Section. The County shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Talkie.

8.4 INSURANCE

(a) Talkie shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Maryland and which has an A.M. Best rating (or equivalent) no less than A-minus VII in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be

no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars (\$1,000,000).

(b) The County, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.4.

(c) Talkie shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.4. Talkie shall provide the County with at least thirty (30) days prior written notice in the event there is an adverse material change in coverage or the policies are cancelled or not renewed.

(d) Talkie shall deliver to the County Certificates of Insurance showing evidence of the required coverage within thirty (30) days of the Effective Date of the Agreement, on an annual basis.

(e) The limits above may be satisfied with a combination of primary and excess coverage.

8.5 INDEMNIFICATION

Talkie shall indemnify, defend, save and hold harmless the County, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Talkie, its officers, agents, contractors, subcontractors or employees, arising out of, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the IPTV Cable System or any other equipment or facilities of Talkie. The County shall give Talkie timely written notice of its obligation to indemnify and defend the County. The obligation to indemnify, defend, save and hold the County harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the County determines that it is necessary for it to employ separate counsel, in addition to that provided by Talkie, the cost for such separate counsel shall be the responsibility of the County. Talkie shall not indemnify the County for any claims resulting solely from acts of willful misconduct or negligence on the part of the County.

SECTION 9 MISCELLANEOUS

9.1 FORCE MAJEURE

If for any reason of Force Majeure, Talkie is unable in whole or in part to carry out its obligations hereunder, Talkie shall not be deemed in violation of this Agreement during the continuance of such inability.

9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Talkie shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the County or property owner may deem any property not removed as having been abandoned and the County may remove it at Talkie's cost.

(b) During the term of the Agreement, if Talkie decides to abandon or no longer use all or part of its IPTV Cable System, it shall give the County written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. The County shall have the right to either require Talkie to remove the property, remove the property itself and charge Talkie with the costs related thereto, or transfer ownership of the property to the County's designee provided fair market value is paid to Talkie.

(c) Notwithstanding the above, Talkie shall not be required to remove its IPTV Cable System, or to relocate the IPTV Cable System, or to sell the IPTV Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Talkie from providing IPTV Cable Services, if the IPTV Cable System is actively being used to facilitate any other services not governed by the Cable Act, including without limitation Talkie's Internet services that are provided over Talkie's FTTH broadband Network..

9.3 NOTICES

Every notice or payment to be served upon or made to the County shall be sent to:

Kent County
400 High Street
Chestertown, MD 21620
Attn: County Administrator

With copies to:
Thomas N. Yeager
County Attorney
203 Maple Avenue
Chestertown, MD 21620

The County may specify any change of address in writing to Talkie. Every notice to be served upon Talkie shall be sent to:

Talkie Communications, Inc.
Attn: Andre DeMattia
99 Talbot Blvd.
Chestertown, MD 21620

With copies to:

Cinnamon Mueller
Attn: Bruce Beard
1714 Deer Tracks Trail-Suite 230
St. Louis, MO 63131
:

Talkie may specify any changes of address in writing to the County. Each delivery to Talkie or the County shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

Talkie is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

9.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the State. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Maryland, Kent County, or in the United States District Court for the District of Maryland.

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Talkie nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the IPTV Cable System or in this Agreement without the prior written consent of the County, provided that such consent shall not be unreasonably withheld or delayed.

(b) Neither Talkie nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the IPTV Cable System or of this Agreement without the prior written consent of the County, provided that such consent shall not be unreasonably withheld or delayed.

(c) Neither Talkie nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than twenty-five percent (25%) of its equitable ownership in the IPTV Cable System without the prior written consent of the County, provided that such consent shall not be unreasonably withheld or delayed.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Talkie in the Franchise or in the IPTV Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Talkie.

(e) Talkie shall make written application to the County of any transfer, change in control or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The County shall have thirty (30) days from the receipt of FCC Form 394 to notify Talkie of any additional information it needs to make an informed decision on the transfer or assignment. The County shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the County for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement unless such one hundred twenty (120) days shall have elapsed.

9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the County and Talkie. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, that are in conflict with the provisions herein.

9.9 SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

9.10 NO WAIVER OF RIGHTS

No course of dealing between the County and Talkie, nor any delay on the part of either party in exercising any rights hereunder, shall operate as a waiver of any such rights of such party or acquiescence in the actions of the other party in contravention of such rights, except to the extent expressly waived by such party.

9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the IPTV Cable System or to this Agreement, the County or Talkie may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The County and Talkie may amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the County and Talkie.

9.12 **COMPLIANCE WITH LAWS**

Talkie shall comply with all federal, state and local laws and regulations.

9.13 **THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

9.14 **APPLICABILITY OF AGREEMENT**

All of the provisions in this Agreement shall bind Talkie, the County and their respective successors and assigns. This Agreement is authorized by Resolution No. 2024-10, dated July 30, 2024 of the County Commissioners of Kent County, Maryland.

WITNESS our hands and official seals to this Cable Franchise Agreement.

KENT COUNTY

By: Ronnie Fithian
Name: Ronald H. Fithian
Title: President
Date: 07/30/24



TALKIE COMMUNICATIONS, INC.

By: _____
Name: Andre DeMattia
Title: _____
Date: _____

9.12 COMPLIANCE WITH LAWS

Talkie shall comply with all federal, state and local laws and regulations.

9.13 THIRD-PARTY BENEFICIARIES

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WITNESS our hands and official seals to this Cable Franchise Agreement.

KENT COUNTY

By: Ronnie Fithian
Name: Ronald H. Fithian
Title: President
Date: 07/30/24

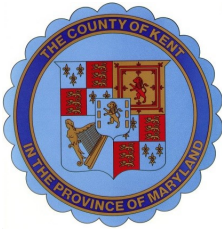


TALKIE COMMUNICATIONS, INC.

By: Andre DeMattia
Name: Andre DeMattia
Title: CEO
Date: 8/5/24

Exhibit A

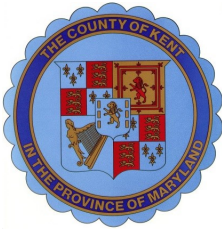
SERVICES TO COMMUNITY FACILITIES



**#1 - Regular Session Minutes, July 30, 2024
8/13/2024
County Commissioners Meeting**

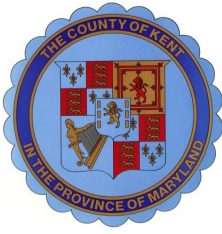
ATTACHMENTS:

Description



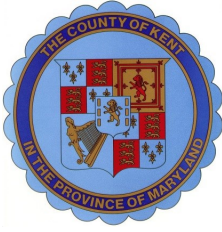
**#2 - Liquor Minutes, July 30, 2024
8/13/2024
County Commissioners Meeting**

ATTACHMENTS:
Description



**#3 - Public Hearing Minutes, July 30, 2024
8/13/2024
County Commissioners Meeting**

ATTACHMENTS:
Description



**#4 - Kent County 4-H Triple Shots Shooting Sports, Raffle Only, August
6 - September 21, 2024
8/13/2024
County Commissioners Meeting**

ATTACHMENTS:

Description

Kent County 4 -H Triple Shots Shooting Sports

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

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

Name of Organization: Kent County 4-H Triple shots Shooting SportsAddress of Organization: 709 Mornet Road, Suite 202Telephone: (410) 778-1661

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: 81-1463651

Person responsible for complying with permit regulations and requirements:

Name:

Andy SimmonsBeth Hill

Address:

13460 Still Pond Rd709 Mornet Road Suite 202

E-Mail:

adnds16@gmail.comemshille@umb.edu

Telephone:

(410) 778-6073410-778-1661Type of permit sought: ☒ Raffle Only ☐ Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair:

Club members parents will sell raffle tickets, drawing planned for Sept. 21st, 2024 at an event at Mallix

Are these premises owned, leased, or regularly occupied by the organization named above?

Yes

☒ No

Date(s) of fund-raising:

Aug - Sept 21, 2024

Date and Time of Drawing:

Sept. 21, 2024

Begin at:

12:00 pm

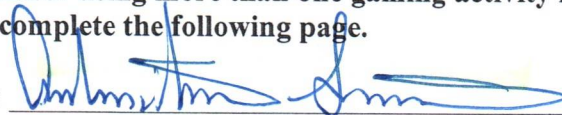
End at:

4:00 pm

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

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

Signature of person completing this application:



Please Select One:

☐ Pick Up☒ Mail Permit (will be mailed to person responsible)



**#5 - Democratic Club of Kent County, Raffle Only, August 15, 2024 -
October 3, 2024**

8/13/2024

County Commissioners Meeting

ATTACHMENTS:

Description

Democratic Club of Kent County, Raffle Only, August 15, 2024- October 3, 2024

Permit# 2024-30

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

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

Name of Organization: DEMOCRATIC CLUB OF KENT COUNTY
Address of Organization: P.O. Box 776 Chestertown, MD 21620
Telephone: (443) 417-7578
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: _____

Person responsible for complying with permit regulations and requirements:

Name: William J. Herb
Address: 9780 White Swan Ct. Chestertown, MD 21620
E-Mail: m.b. tailfeathers@gmail.com
Telephone: (443) 417-7578

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

Location address of fund-raising affair: CRYCC
7738 QUAKER NOCK RD
CHESTERTOWN, MD 21620

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

Date(s) of fund-raising: 8/15/24 - 10/3/24

Date and Time of Drawing: 10/3/24 Begin at: 8:00 pm End at: 8:05 pm

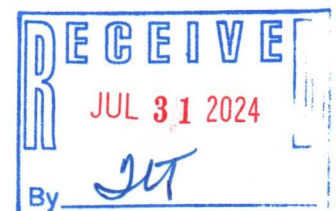
If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity, please sign below.

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: William J. Herb

Please Select One:

☒ Pick Up 443-417-7578/William
☐ Mail Permit (will be mailed to person responsible)





**#6 - Historical Society of Kent County, Raffle Only, December 7, 2024
8/13/2024
County Commissioners Meeting**

ATTACHMENTS:

Description

Historical Society of Kent County, Raffle Only, September 15 - December 7, 2024, Application

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

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

Name of Organization:	<u>Historical Society of Kent County</u>	
Address of Organization:	<u>Po Box 665, 301 High St., Chestertown, MD 21620</u>	
Telephone:	<u>(410) 778-3499</u>	
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:	<u>52-0989500</u>	

Person responsible for complying with permit regulations and requirements:

Name: Maria Wood
Address: Po Box 665 / 301 High St, Chestertown, MD 21620
E-Mail: director@kentcountyhistory.org
Telephone: (410) 778-3499

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

Location address of fund-raising affair: 301 High St.
Chestertown, MD 21620

Are these premises owned, leased, or regularly occupied by the organization named above? ☒ Yes NoDate(s) of fund-raising: Sept. 15 - Dec. 7, 2024Date and Time of Drawing: Dec. 7, 2024 Begin at: 12 pm End at: 12:30 pm

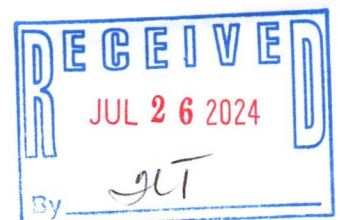
If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity,
please sign below.

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

Signature of person completing this application: Maria Wood

Please Select One:

- ☐ Pick Up
☒ Mail Permit (will be mailed to person responsible)





#7 - Bill Mackey, Director, Planning, Housing, and Zoning 8/13/2024 County Commissioners Meeting

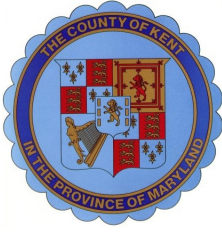
Item Summary:

Kent County is required to update its Nuisance Flood Plan every five years by State law. The first update is due October 2025. DNR offered grant money to help jurisdictions with this task. The County requested and was approved for \$22,500. This grant opportunity would allow the County to create an add-on to the scope of work for the consultant preparing the County's Hazard Mitigation Plan update, which would also serve to integrate the Nuisance Flood Plan update with the Hazard Mitigation Plan update.

Staff recommends acceptance.

ATTACHMENTS:

Description



**St. John and Sacred Heart Church, Beer Only, August 18, 2024
8/13/2024
County Commissioners Meeting**

ATTACHMENTS:

Description

2024 PD-30 St. John and Sacred Heart Church, Beer Only, August 18, 2024

2024 PD-30

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

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



Check One: Beer ☒ Beer and Wine ☐ Beer, Wine, and Liquor ☐

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

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

St. John & Sacred Heart Church

Address _____

Type of Function _____

Bell Roast Dinner

Location of Function _____

Rock Hill Volunteer Fire Company

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

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. No

4. The applicants have not had a license for the sale of alcoholic beverages revoked. No

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

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

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. Yes

8. The license for which this application is made is to be for the following day(s) 8-18-2024.
Begin at: 1pm End at: 5pm and the applicant tenders herewith the sum of (\$ 5.00 Per Diem) (\$ 5.00) in payment for the license.

Please Select One:

☐ Pick Up

☒ Mail Permit (will be mailed to above address)

Ernest W. Strong
3260 Eastern NK RD
Rock Hill, MD
21866

9. Applicants

(1) MADELYN REND KENT COUNTY MD
Name 50 YRS Co. Chairman Residence 443-480-9268 Madelyn Rend
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 29th day of July, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Madelyn Rend the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

(2) Millie Strong Kent County MD
Name 45 yrs Co. Chairman Residence 410-708-1736 Millie Strong
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 29th day of July, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Millie Strong the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

(3) Ernest "Tot" Strong Kent Co. MD
Name 66 yrs Co. Full Chairman Residence 410-708-4969 Ernest Strong
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 29th day of July, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Ernest "Tot" Strong the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

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

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

Authorized Agent Signature

OK

SIGNATURE OF OWNER:

Robert A. Glenn

PRINT NAME:

Robert A. Glenn

SIGNATURE OF OWNER:

PRINT NAME:

NAME OF ENTITY:

Rock Hall Volunteer Fire Company

AUTHORIZED AGENT SIGNATURE:

PRINT NAME:

TITLE OF AUTHORIZED AGENT:

NOTARY
OWNER/ENTITY OF PREMISES

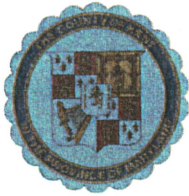
STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 31 day of July, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Robert A. Glenn and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.

(SEAL)

Linda M. George



Board of License Commissioners

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

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

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

This license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

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

Name of organization, club, etc. St. John & Sacred Heart Church
Address Catholic Ave Rock Hall, MD 21666
Name Ernest Strong ETW Strong
(Please Print) (Signature)
Phone # 410-708-4969 Date _____



Jim Miller, Director, Human Resources
8/13/2024
County Commissioners Meeting

Item Summary:

Human Resources Policies: Employee and Retiree Medical, Prescription, Dental, & Vision Insurances

ATTACHMENTS:

Description

HR Cover Page

08.13.24 Resolution 2024-09 County Commissioners of Kent County, MD Amendments To Kent County
Employee Handbook - Health Dental Vision Insurances



Department of Human Resources

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

Kent County Department of Human Resources



RESOLUTION 2024-09
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND
AMENDMENTS TO KENT COUNTY EMPLOYEE HANDBOOK

WHEREAS, The County Commissioners of Kent County, Maryland have previously adopted the Kent County Employee Handbook on October 17, 2017; and

WHEREAS, The County Commissioners of Kent County, Maryland, have determined that the section of the *Health, Dental, & Vision Insurance* policy that relates to employee and retiree health insurance found on pages 44-45 should be separated into two stand-alone policies to clarify the coverages and cost for employees and retirees; and

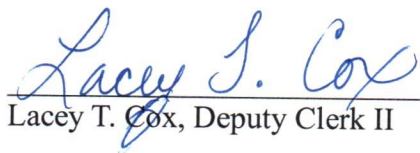
WHEREAS, the Human Resources Department of Kent County, Maryland, has developed and proposed a new policy on this date, and the County Commissioners of Kent County, Maryland, have reviewed said policy.

NOW, THEREFORE, Be It Resolved by the County Commissioners of Kent County, Maryland, that the *Health, Dental, & Vision Insurance* policy found on pages 44-45 be amended and re-titled as the Employee Medical, Prescription, Dental, & Vision Insurances policy. Further, replace with the proposed new policy, deleting pages 44 and 45, replacing with the revised pages, and incorporating the insertion of Retiree Health, Prescription, Dental, & Vision Insurances, be approved and added to the current policy manual beginning on pages 44-A, 44-B, 44-C, 44-D.

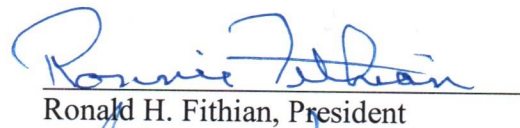
BE IT FURTHER resolved that the new policy be effective August 13, 2024.

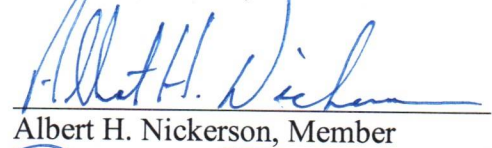
ADOPTED this 13th day of August 2024.

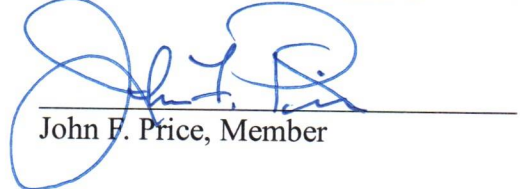
ATTEST:


Lacey T. Cox, Deputy Clerk II

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

forward” for Daylight Savings Time, and County offices may have been closed at times due to natural disasters or other emergency situations.

Administrative leave can be used only with approval of the County Administrator or his/her designee.

Leave without Pay

(amended 3/21/18, Resolution #2018-02)

Leave without pay may not be used until all applicable leave banks are depleted. Supervisors may authorize short periods of unpaid leave after consideration of the circumstances and needs of the department. Requests for leave without pay may be denied unless the leave is protected by law (such as FMLA).

Employee Assistance Program

The Employee Assistance Program (EAP) is available to all full time and permanent part time employees and their dependents at no charge. It is designed to provide confidential assistance to you for solving issues and problems that may be affecting your work life and/or personal life. It can also help you with resources for financial and legal issues, personal development and training, lifestyle benefits (such as weight loss and retirement/college planning) and more.

The EAP offers a large variety of services through face-to-face counseling, telephonic counseling, and a comprehensive website. Contact the HR department or go to www.theEAP.com for further information regarding this benefit.

Employee Medical, Prescription, Dental, & Vision Insurances

(Revised 08/13/2024; Resolution 2024-09)

We offer medical, dental, and vision care benefits to eligible employees and their dependents.

Employees may participate in the medical, dental, and vision insurance plans subject to the terms and conditions of the agreement between Kent County and the insurance carriers. You may be enrolled in the insurance plans as long as you are a full time or permanent part time employee, you are actively working, you are on paid leave, or until the end of an approved FMLA leave, whichever occurs later.

The County Commissioners shall determine the amount of the premium paid for full time employees and their dependents. For eligible part time employees, the County will pay fifty per cent of the costs paid for full time employees.

If you are enrolled in the medical, dental, and/or vision insurance and move to an employment classification that would make you no longer eligible for coverage, you may be able to continue your benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). When employees are no longer employed with the County, they are subject to the COBRA legislation. See the Benefits Continuation (COBRA) policy in this handbook for more information.

You will find details of the medical, dental, and vision insurance plans in the Summary Plan Descriptions (SPD). When you become eligible, you will receive your SPD's and rate information prior to the enrollment date. For questions about insurance, contact the HR Department for additional information.

[End of Policy]

Retiree Medical, Prescription, Dental, & Vision Insurances

(Revised 08/13/2024; Resolution 2024-09)

The County Commissioners of Kent County Maryland will contribute to the medical, prescription, dental, and vision insurance plans for retirees with 30 years of accumulated County service in the Maryland State Retirement Pension System (MSRPS) or sworn deputies with 25 years of accumulated County service in the Law Enforcement Officers' Pension System (LEOPS), or correctional officers with 25 years of accumulated County service in the Correctional Officers' Retirement System (CORS). Accumulated service is defined as the number of years of physically working for the Kent County Commissioners as a full time or permanent part time employee who was eligible for health, dental, and vision benefits, plus up to five years of credible military service as defined and accepted by the MSRPS.

1. COVERAGE - RETIREES PRIOR TO JULY 1, 2023

- A. Retirees at or over the age of 65 and their spouses, the County shall contribute to the payment of the following expenses at the same contribution rates as active employees for their remainder of their lifetime:
- Medicare Part B (medical insurance) premiums;
 - Medicare deductible;
 - Supplemental health and prescription premiums;
 - County sponsored dental premiums; and
 - County sponsored vision premiums.
- B. Retirees below the age of 65 and their spouses, the County shall contribute to the payment of their County-sponsored medical, prescription, dental, and vision insurances and related deductible expenses at the same contribution rates as active employees, until such time as they reach the age of 65. At age 65, they will be reimbursed as described in 1A above.

2. COVERAGE – RETIREES ON OR AFTER JULY 1, 2023

- A. Employees who participated in County sponsored medical, prescription, dental and vision coverage for a minimum of five (5) years immediately prior to retirement, will be eligible to carry their current benefits into retirement. The County shall contribute to the payment of the continuation of the following elected expenses. The contribution rate will be the same as active employees, for their remainder of their lifetime:
- Medicare Part B (medical insurance) premiums;
 - Medicare deductible;
 - Supplemental prescription premiums;
 - County sponsored dental premiums; and
 - County sponsored vision premiums.

NOTE: The County will not reimburse supplemental medical insurance premiums.

- B. Retirees below the age of 65, will be eligible to carry their current benefits into retirement. The County shall contribute to the payment of medical, prescription, dental, and vision insurances offered through the County, at the same contribution rates as active employees, until they reach the age of 65. At age 65, they will be reimbursed as described in 2A above.

3. SPECIAL CONSIDERATION

In recognition of service to the County, or continued service to the County, retirees or active employees will receive the same benefits as described in 1A or 1B above, subject to the conditions set forth below:

- A. Any active employee who has met or who will meet the requisite years of credible service by 09/01/2025.
- B. Any elected County official, who satisfies all the requirements of this policy and who completes four (4) full terms in office, is eligible to continue health benefits regardless of retirement status under this program.

4. HEALTH REIMBURSEMENT ARRANGEMENT

Effective January 1, 2024, County Commissioners of Kent County Maryland began utilizing the services of a Third-Party Administrator (TPA) to manage Health Reimbursement Arrangements (HRA) for our retirees at/over the age of 65. The HRA will be utilized to reimburse for qualified expenses as detailed below:

- A. Retirees at/over the age of 65 will submit to the TPA documentation of eligible expenses for review and, if appropriate, reimbursement. The TPA will process reimbursements promptly and issue either checks or by direct deposit to the retirees, based upon the retirees' preference.
- B. For the retirees at/over 65, the TPA will be their point-of-contact for questions. Human Resources will be available to the retirees if issues arise.
- C. Reimbursements for retirees below the age of 65 cannot be made through an HRA. These individuals will submit to Kent County Human Resources documentation of deductible expenses for review and, if appropriate, reimbursement. Reimbursements will be at the same rate as active employees. Retirees shall submit their portion of the healthcare expenses to the Human Resources Department.

5. SPOUSAL COVERAGE – RETIREES ON OR AFTER JULY 1, 2024

Anyone retiring on/after July 1, 2024, may elect spousal coverage if, as adopted by the County Commissioners on October 17, 2017 and effective on November 1, 2017:

- A. The retiree began employment with the County prior to November 1, 2017; and
- B. The retiree had spousal coverage for a minimum of five (5) years immediately prior to the retirement date.

- C. In the event that the spouse meets the requirements in 4A and 4B above, the County shall contribute to the payment of her/his medical, prescription, dental, and vision insurances and deductibles at the same rate as active employees.

In the event that the retiree does not meet the requirements in 4A and 4B above, coverage is limited to the retiree only.

6. DISENROLLMENT OF COVERAGE

If an employee does not participate in County medical, prescription, dental and vision insurance or waives the coverage prior to retirement, she/he will not be eligible for this retiree health insurance program. At the time of retirement if the employee elects to waive participation in the program, she/he is not eligible to enroll in the program at a later date. Additionally, if a retiree participates in the program and then elects not to continue coverages, she/he cannot re-enroll in the program.

7. SURVIVING SPOUSE OF A RETIREE

In the event of the death of a retiree, and the spouse was participating in our health insurances, the County will permit the surviving spouse of the retiree to continue her/his health insurance as she/he had when the retiree was still living. However, since the coverage would change to "Individual", the County will contribute at the same rate as active employees toward the approved expenses.

8. RE-EMPLOYMENT OF A RETIREE

If a retiree is re-employed full-time by the County, she/he will be eligible to elect County sponsored medical, prescription, dental and vision coverages. Additionally, the retiree will also be eligible to waive County sponsored medical, prescription, dental and vision coverages and elect to stay in the retirement health insurance plan. If the retiree elects to stay in the retiree health insurance plan, her/his original retirement date will be used to determine the appropriate reimbursement. Furthermore, if the retiree opts to enroll in the County sponsored plans while re-employed full-time and subsequently leaves County employment the retiree will be eligible to re-enroll in the retiree health insurance plan.

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LIFE INSURANCE

Kent County offers a basic life insurance plan for eligible employees through participation in the MSRPS. This benefit is available after one year of eligible membership (you have worked 500 hours in a fiscal year) and is equivalent to one year of the employee's salary at the time of death, the return of contributions you made to the system, and the interest earned on your contributions.

Eligible employees may also purchase additional life insurance for themselves and dependents through a voluntary program.

Participation in the life insurance plans are subject to the terms and conditions of the agreement between Kent County and its insurance carriers.

Contact HR for further details regarding the life insurance benefits



Jim Miller, Director, Human Resources
8/13/2024
County Commissioners Meeting

Item Summary:

Human Resources Policy Change - Travel Expense Policy

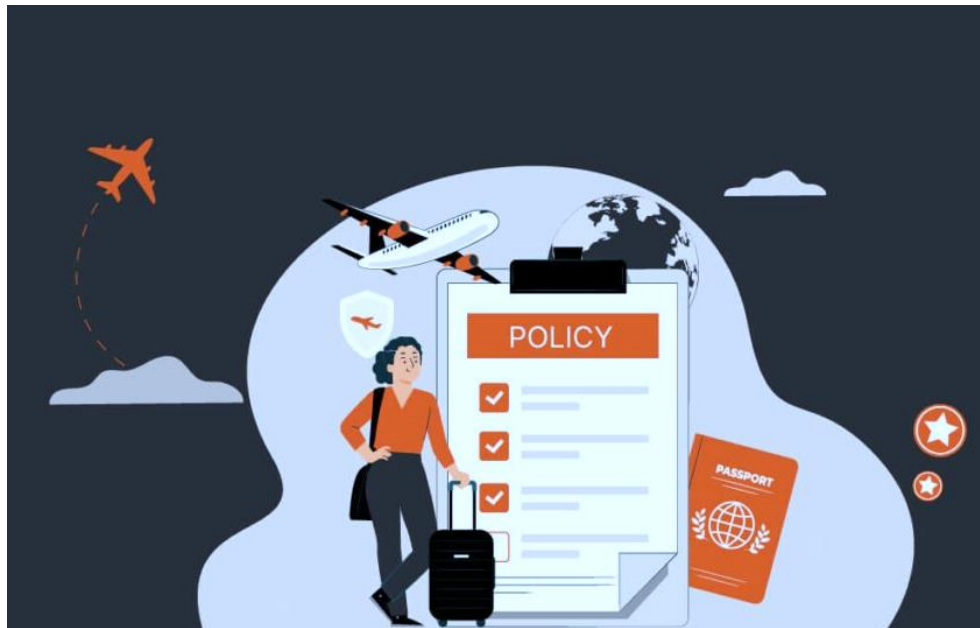
ATTACHMENTS:

Description

Cover Page

08.13.24 Resolution 2024-11 County Commissioners of Kent County, MD Amendments To Kent County
Employee Handbook - Travel Expenses

Revised Travel Expenses Policy



RESOLUTION 2024-11
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND
AMENDMENTS TO KENT COUNTY EMPLOYEE HANDBOOK

WHEREAS, The County Commissioners of Kent County, Maryland have previously adopted the Kent County Employee Handbook on October 17, 2017; and

WHEREAS, The County Commissioners of Kent County, Maryland, have determined that the *Travel Expenses* policy found on pages 29-30 needs to be amended; and

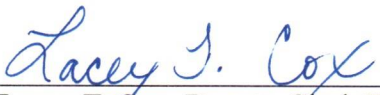
WHEREAS, the Human Resources Department of Kent County, Maryland, has developed and proposed a new policy on this date, and the County Commissioners of Kent County, Maryland, have reviewed said policy.

NOW, THEREFORE, Be It Resolved by the County Commissioners of Kent County, Maryland, that the *Travel Expenses* policy found on pages 29-30 be amended and retitled as the Compensation, Travel, and Travel-Related Expenses policy. Further, replace with the proposed policy by deleting pages 29-B and 30, replacing them with the revised pages, and incorporating the insertion of pages 29-C, 29-D, and 29-E.

BE IT FURTHER resolved that the new policy be effective August 13, 2024.

ADOPTED this 13th day of August 2024.

ATTEST:

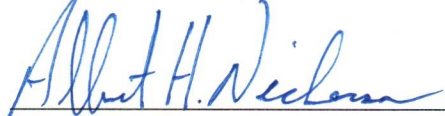


Lacey T. Cox, Deputy Clerk II

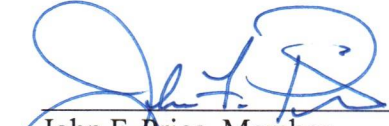
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND



Ronald H. Fithian, President



Albert H. Nickerson, Member



John F. Price, Member

Temporary or Ad Hoc Teleworking Arrangements

Temporary or ad hoc teleworking arrangements may be requested for circumstances such as inclement weather, special projects or business travel. Additionally, other informal, short-term arrangements may be requested on an as-needed basis for personal, non-work-related situations.

All informal teleworking requests must be reviewed and approved by the County Administrator, or designee, and must adhere to the requirements and responsibilities set forth above. In no event shall such temporary or ad hoc arrangements be considered regular or permanent assignments.

Compensation, Travel, and Travel-Related Expenses Policy

(Revised 08/13/2024; Resolution 2024-11)

This policy addresses compensation and expenses related to traveling on County business or attendance at County-sponsored or endorsed events. It further distinguishes between how compensation is administered for exempt and non-exempt staff.

The County will reimburse reasonable and customary expenses that are incurred in connection with conducting or participating in the business of the County or attendance at County-sponsored or endorsed events. These include food, lodging and travel expenses but exclude any expenses for alcohol, tobacco, cannabis, entertainment, fines, forfeitures, tickets, citations or penalties.

1. Compensation - Timekeeping

A. Non-Exempt Staff

- i. Time spent traveling from home before the start of the work shift or from work to home at the end of the work shift is not considered “work” time and is not compensable.
- ii. If travel requires the employee to be away from home overnight, the employee will be compensated for hours participating in the event as well as traveling to/from the event.

B. Exempt Staff

- i. Time spent traveling from home before the start of the work shift or from work to home at the end of the work shift is not considered “work” time and is not compensable.
- ii. Time spent traveling during the regular workday for County business or attendance at a County-sponsored or endorsed event is considered “work” time and is compensable.

- iii. Time spent traveling to/from a worksite other than the employee's primary worksite is considered "work" time and is compensable.
 - iv. Compensatory time cannot be accrued while traveling for County business or attendance at County-sponsored or endorsed events.
- C. Work-related out-of-state travel must be pre-approved by the County Administrator. The Out of State Travel Authorization form must be submitted to finance with any travel related expenses.

2. Transportation

- A. It is expected that all employees use a County vehicle when conducting County business.
- B. Employees are required to contact all County departments to determine the availability of a County vehicle. If no County vehicle is available, the employee must submit supporting documentation to the Office of Finance showing none were available. As a result, the employee may use their personal vehicle to travel for County business and be reimbursed for mileage at the IRS Standard Mileage Rate.
- C. If the employee is traveling for County business or a County-approved or endorsed event and the destination is closer than the employee's primary worksite, a personal vehicle can be used and applicable reimbursements are permitted.
- D. No one other than County employees or individuals engaged in County business can travel in a County vehicle.
- E. If a County vehicle is available, but an employee chooses to use her/his personal vehicle, there will be no reimbursement for mileage, tolls, or any other expenses related to the use of the employee's personal vehicle.
- F. If commercial airline transportation is used, the lowest coach airfare or reduced rates available should be used. Three (3) quotes of airfare rates should be submitted to finance with the Travel Expenses Form.
- G. Reimbursement for transportation costs can be obtained by completing the Travel Expenses Form, having it approved by the department director (or by the County Administrator if the employee is a department director), and submitting it to the Office of Finance.

3. Lodging

- A. The County will reimburse for lodging when an employee is required to stay overnight on County business and cannot return home in the same day. The County will reimburse the actual cost of lodging not to exceed the total permissible daily US General Services Administration (GSA) per diem rates for the area to which the employee is traveling.
 - i. If an employee must depart their home before 6 a.m. to arrive at the event on time, then the employee has the option to utilize lodging the night before the event.
 - ii. Employees are not eligible for lodging reimbursement on the last day of the event except for travel that includes airfare.
- B. If an employee travels to an area that is not specifically named in the GSA chart, by either city or county, the standard rate set by the GSA for per diem must be used. Check the chart carefully to ensure that the proper rate is used.
- C. If an employee is attending a meeting on County business or a County-sponsored or endorsed event with a designated hotel and the lodging rate is higher than the GSA rate, employees must have their department head approval.
- D. Employees will submit the County tax exemption certificate when booking lodging.
- E. Reimbursement for lodging costs can be obtained by completing the Travel Expenses Form, having it approved by the department director (or by the County Administrator if the employee is a department director), and submitting it to the Office of Finance with your lodging invoice.

4. Meals

The County will reimburse employees for certain meal expenses incurred while conducting County business or in attendance at County-sponsored or endorsed events outside of the County as follows:

- A. Breakfast may be reimbursed when an employee is required to be out of the County overnight or when the employee is required to leave home at least two (2) hours prior to the beginning of normal working hours to attend an out-of-county meeting.
- B. Lunch may be reimbursed when an employee is required to be out of the County to attend a luncheon at which official business is conducted or an all-day meeting at which lunch is not provided.

- C. Dinner is reimbursable when an employee is required to be out of the County overnight or where an out of county meeting results in the employee arriving home after 8 p.m.
- D. Employees will not be reimbursed for any meals including beverages, which are included in the registration fees.
- E. The County will reimburse the total permissible daily GSA per diem rates for the area to which the employee is traveling. The GSA rates must be attached when requesting reimbursement for meals.
- F. If an employee travels to an area that is not specifically named in the GSA chart, by either city or county, the standard rate set by the GSA for per diem must be used. Check the chart carefully to ensure that the proper rate is used.
- G. Reimbursement for meals costs can be obtained by completing the Travel Expenses Form, having it approved by the department director (or by the County Administrator if the employee is a department director), and submitting it to the Office of Finance.

5. Non-Reimbursable Expenses

- A. The County will not reimburse for lodging or meal expenses if an employee stays or eats at the home of family, friends, or other employees of the County.
- B. The County will not reimburse employees for meals purchased on their own when meals are provided at the meeting or County-sponsored or endorsed event they are attending. Additionally, the County will not reimburse employees for snacks.

6. Toll Expenses

If an employee is using a County vehicle and tolls are incurred they will be reimbursable by the County. Receipts for tolls will be required. If an employee is using a personal vehicle for County business and a County vehicle was available, tolls will not be reimbursed.

7. Safety & Traffic Violations

Any employee operating a County vehicle must adhere to all traffic and parking laws of the respective state to which the employee is traveling in. Employees who violate these laws will be responsible for the cost and consequences of the violations. All violation fines are the responsibility of the employee involved. County funds will not be used to pay for any type of fine. If the County receives a photo enforced traffic violation, the employee operating the vehicle will be responsible for payment of the violation as well as any associated fees received from the issuing jurisdiction. Failure to reimburse the County for the violation could result in disciplinary action and garnishment of wages.

8. Disciplinary Action

Employees who violate this policy or submit false or misleading information on expense reports may be subject to disciplinary action, up to and including termination of employment.

Performance Assessments

Our policy is to informally review each employee's performance on an on-going basis to ensure that you are performing your job to the best of your abilities as well to suggest areas for improvement and development. Formal evaluations will be done periodically. The initial performance reviews are conducted during the employee's probationary period at six months and one year of employment. If you are promoted or transferred to another position, you will receive a performance review after six months. Thereafter, performance reviews should be completed on an annual basis each calendar year, unless your job performance warrants otherwise. If your initial probationary period ends October 1 through December 31, there will only be one performance appraisal conducted for the year.

Your review will be based on such factors as quality and quantity of work, knowledge of your job, initiative, attendance, personal conduct record and your attitude toward your job and other employees.

(Performance Assessments to be continued on page 31)



Lisa Mazingo, Director, Kent Family Center
8/13/2024
County Commissioners Meeting

Item Summary:

This is a request for renewal of the annual award and contract to operate a family support center with funding from Maryland Family Network.

ATTACHMENTS:

Description

cover sheet





Dennis Hickman, Sheriff, Kent County Sheriff's Office
8/13/2024
County Commissioners Meeting

Item Summary:

FY2025 Sex Offender Compliance and Enforcement in Maryland Grant

ATTACHMENTS:

Description

08.06.24 Governor's Office of Crime Control and Prevention, Grant Award & Acceptance Form, Grant Award Number SOCM-2025-0016, Sex Offender Compliance and Enforcement in Maryland



7/25/2024

Governor's Office of Crime Prevention and Policy



Control Number:

49027

Regional Monitor:

Edwards, Kyah

Fiscal Specialist:

Thomas, Courtney

Grant Award & Acceptance Form

Grant Award Number: SOCM-2025-0016
Sub-recipient: Kent County Board of County Commissioners
Project Title: FY2025 Sex Offender Compliance and Enforcement in Maryland Grant
Implementing Agency: Kent County Sheriff's Office
Award Period: 07/01/2024 - 06/30/2025 CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$2,538.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$2,538.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Prevention and Policy in accordance with the

Sex Offender Compliance and Enforcement in Maryland

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:

Executive Director

Governor's Office of Crime Prevention and Policy

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Ronald N. Fithian, President

Typed Name And Title

08/06/24

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.

A0102



GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Edwards, Kyah
Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	SOCM-2025-0016	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	FY2025 Sex Offender Compliance and Enforcement in Maryland Grant		

1 General and Special Conditions (Post Award Instructions)

General Conditions and Special Conditions in this subaward package are the Maryland Governor's Office of Crime Prevention and Policy's (Office) Post Award instructions and procedures for managing and monitoring grants, irrelevant of the funding source. This subaward is subject to the General Conditions (<https://www.goccp.maryland.gov/grants/general-conditions.php>) posted on the website, and additional Special Conditions as accepted by the Applicant Agency's (Subrecipient) Authorized Official, Project Director, and Fiscal Officer. Also, refer to General Condition #21 below.

See additional guidance posted on the Office website such as the specific Grant Program Notice of Funding Availability (NOFA) and the GMS Application Instructions <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

2 Statutes and Requirements of State and Federal Funds

This subaward is subject to applicable State of Maryland (COMAR) and Federal Regulations (2 CFR) and requirements for the relative funding source. For updates to the Code of Federal Regulations (CFR) visit <https://www.ecfr.gov/>. The Office retains the right to add Special Conditions, if and when needed, during the subaward period of performance. Refer to the grant award letter in the electronic Grants Management System (GMS).

3 Federal Financial Guide

In addition to the post-award conditions, the subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice, Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by the Office. The DOJ financial guide may be accessed at the following web URL: <https://www.ojp.gov/funding/financialguidedoj/overview>.

4 Award Period of Performance

Approved by the Office of the submitted application, the subaward that it has generated is for the time period stated in the subaward package and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period. The subaward may be terminated by one or both parties with written notice. If the subaward is terminated before the end of the funding period, an accounting of the current quarterly and year-to-date expenses must be provided within 60 calendar days. Also, refer to the General Condition #32 below.

5 Subaward Acceptance Document

To fully execute the grant with the Office, the subrecipient must upload signed documents to the GMS. Late submission will be accepted on a case-by-case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, de-obligation of funds and/or termination of the subaward. Acceptance of this subaward constitutes a commitment.

The Grant Award and Acceptance Form containing the original signature of the Executive Director of the Office must be signed by the Authorized Official (electronic signature is acceptable) noted on the submitted application. This signed document must be uploaded within 21 CALENDAR DAYS of receipt of the award package. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.



GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Edwards, Kyah
Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	SOCM-2025-0016	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	FY2025 Sex Offender Compliance and Enforcement in Maryland Grant		

6 Special Conditions

It is important that the subrecipient review all Special Conditions attached to this subaward. The Authorized Official must initial each Special Condition page at the bottom right-hand corner. The initialed Special Condition pages must be uploaded to the GMS within 21 CALENDAR DAYS of receipt of the award package.

7 Notification of Project Commencement Form

The Notice of Project Commencement Form/Delay Form must be initialed in the Award Information Verification Section, AND signed at the bottom preferably by the Project Director. Alternatively, if the Project Director is unavailable, the Fiscal Contact or Authorized Official may sign. The signed document must be uploaded within 30 CALENDAR DAYS of the receipt of the award package. The subrecipient's progress report modules will not be accessible until the signed Award Acceptance, initialed Special Condition and Project Commencement documents are submitted in the GMS. NOTE: If the project will not commence within 45 calendar days of the start date of the period of performance, subrecipients may submit a Grant Adjustment Notice (GAN) within the GMS for review and approval. Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.

8 Subrecipient Organizational Capacity Questionnaire (SOCQ)

This questionnaire (<https://goccp.maryland.gov/subrecipient-organizational-capacity-questionnaire/>) is used as an assessment tool post award for the purpose of determining the appropriate subrecipient monitoring and technical assistance level. Effective SFY 25, this completed questionnaire must be available in the GMS. The Applicant agency must upload all supporting documents to the GMS before the award is accepted by the Authorized Official. See Section L. of the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

9 Online Reporting and Post-Award Technical Assistance

All subrecipients are required to view the Office's GMS Training Videos, which can be accessed at: <https://goccp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance on the application, submission of modifications (GAN), and progress reports within the period of performance. Subrecipients who require technical assistance relative to the online GMS during business hours may contact the Office IT Staff at support@goccp.freshdesk.com.

10 Post-award Required Documentation and Grant Adjustment Notification (GAN)

Post-award, finalized contracts must be uploaded into the GMS, and approved by the Office before any reimbursement for the related expense is requested.

Conference and training logistics must be provided when information becomes available for review and approval by the Office. Provide the dates, times, and locations of each conference or training 30 days in advance. Please submit a Grant Adjustment Notice (GAN) in the GMS to include the logistics, as well as an adjustment of costs, fees, and rates in the justification. Also, see other post-award guidance available in the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>.

11 Subaward Budget Notice and New Personnel

The approved Budget Notice is included in subaward packets. This Budget Notice may have been modified from the project budget submitted in the original application and represents approved expenses for the project. Any delays in hiring must be reported to the Program Manager for the applicable funding source in writing within 30 calendar days of receipt of the subaward package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of the Office. Also, refer to the General Condition #12 below.



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Governor's Office of Crime Prevention and Policy

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12 Personnel Costs

Support of Salaries, Wages, and Fringe Benefits: Charges made to awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. 2 CFR §200.430 (Compensation - personnel services) and 2 CFR §200.431 (Compensation - fringe benefits).

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include timesheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor. When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities within the current financial reporting period. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

13 Consultant Rates

The requirements related to consultant rates apply to all Office awards whether funded by State or federal funds. The maximum allowable compensation rate for consultant services is \$81.25 per hour or \$650 per day. Rates above this threshold will be considered on a case-by-case basis and require prior approval. Additional information and the required procedures for requesting prior approval are found at <https://goccp.maryland.gov/preauth-for-consultant-fees/>. Please note that charges at a rate above the established maximum rate that are incurred prior to the issuance of a GOCCP written approval will be disallowed.

14 Procurement

If the subrecipient does not have written procurement guidelines, the subrecipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed here: <https://procurement.maryland.gov/> and the manual can be found here: <https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/>.

15 Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals, bid solicitations, or other procurement requests, all subrecipients must clearly state that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds. For example, "The Governor's Office of Crime Prevention and Policy funded this project under subaward number BJAG-2009-9000."

16 Property Inventory Report Form

The submission of the Property Inventory Report Form (PIRF) is a requirement for each financial reimbursement request that includes equipment with acquisition costs of \$5,000 or more per unit, that is approved under this subaward. The form is included in the Project Director's award package. Body Armor subawards (BARM and BPVP) are additionally referred to their Special Conditions for the required PIRF, all other conditions remain the same.

17 Supplanting

Supplanting is the use of grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this subaward has been awarded. Any line item paid for with Office grant funds must be used to supplement the organization's existing budget, and may not replace any funds that were already included in the entity's existing or projected budget.



Grant Award - General Conditions

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18 Budgeted Match Above Standard Requirements

The subrecipient's acceptance of this subaward constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award. The subrecipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this subaward. Any requested change to this match (if applicable) must be submitted electronically in the GMS through a GAN request and is subject to prior approval by the Office.

19 Expended Grant Funds During Award Period

All grant funds related to the subaward project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the subaward period or any pre-authorized extension thereof. Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the de-obligation of funds. In that event, remaining obligations will be the sole responsibility of the subrecipient.



Governor's Office of Crime Prevention and Policy

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20 Modifications to Subaward and Grant Adjustment Notices (GAN) Submission

Depending on the modifications requested, the subrecipient may need to submit a general and/or a budget GAN; however only one GAN of each type may be active in the GMS at a time. Subrecipient must act as soon as possible to submit a GAN electronically in the GMS to minimize after-the-fact modification requests, which will be reviewed on a case-by-case basis for extenuating circumstances only, as determined by Office staff.

GANs must be completed by one of the following authorized personnel: authorized official, project director, fiscal officer, or pre-approved alternative authorized signatory. GANs submitted by anyone else in the GMS will be returned to the subrecipient.

There are two types of GANs as follows:

1. General GAN - A General GAN must be submitted to make any type of non-budgetary change to a grant to include, but not limited to, project scope, changes to the performance period, and designated roles identified in the FACE SHEET of the GMS.

Transfer or addition of professional/consultant services must be included in this GAN. Other key personnel/staff changes should be emailed to the grant manager. All documentation submitted to the Office is subject to the Public Information Act (PIA). Alterations to the goals, activities and/or outcomes as applicable must be outlined in this GAN. Subrecipients must also submit an associated Budget GAN separately if significant budget changes are required to accomplish tasks.

2. Budget GAN - A Budget GAN must be submitted to make any changes to budget line items within the budget to include, but not limited to, reallocating funding, adding budget line items, de-obligating funds, and requesting additional funding. Justification must be sufficient and must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested.

GAN Approval Timeline: The subrecipient should submit a GAN electronically in the GMS as soon as possible. Requests for changes or modifications must be submitted at least 30 calendar days prior to the end of the award period, allowing the Office sufficient time to review and approve the GAN. This approval will be communicated via an automated email (goccpgms.daemon@maryland.gov) from the GMS. The activity may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office. These changes may not be requested via telephone, fax, or email.

Administrative GAN Exceptions: Exceptions for GAN requests within 30 days of the end of the award period will be considered on a case-by-case basis, for extenuating circumstances, as determined by Office staff only. A request for an exception and consideration of an Office administrative GAN must be emailed to the Program Manager with sufficient justification. Sufficient justification must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested. The subrecipient must submit revised progress, performance measures, and financial reports.



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21 Authorized Official/Alternate Authorized Official

The Authorized Official must possess the authority to enter into a legal agreement on behalf of the entity and bind it to the award terms and conditions. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

If there is a change of the person in the Authorized Official position (<https://goccp.maryland.gov/grants/changing-authorized-official/>), a letter, on letterhead, must be submitted to the Office via email at support@goccp.freshdesk.com and contain all of the following:

1. Authorized official's contact information: All of the contact information listed on the new user page (name, title, organization, address, phone, email, etc.) for the new authorized official.
2. Statement of authority: The new authorized official must state that they are the authorized official for the organization and provide their job title and the date on which they assumed the role of authorized official.
3. Signature of the new authorized official.

The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer. To authorize an alternate signatory, the person granting authorization for another party to sign on their behalf must follow the three steps documented above. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.). If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings.

Subrecipients may use the same directions above to make additional updates to the Alternative Authorized Signatory to include, but not limited to, removal of personnel no longer authorized to make grant changes on behalf of the organization.

22 Issuance of Statements, Press Releases, or Other Documents - GOCPP role

When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the subrecipient agrees that the source of funding of this project and the role of the Office must and will be clearly acknowledged. The subrecipient will ensure that all publications resulting from this project will have the following language on the publication: "The Governor's Office of Crime Prevention and Policy funded this project under subaward number BJAG-2009-9000 (subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

23 Reproduction and Sharing of Subaward and Project Materials

The Office has the right to reproduce, with attribution, and share any and all materials and documents generated as a result of this subaward and project.

24 Privacy and Confidentiality of Client Records

The subrecipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.



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Grant Award - General Conditions

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25 Use of GOCPP Forms

All required Office forms must be generated electronically in the GMS. Only application and/or reports that are submitted electronically in the GMS will be reviewed and considered.

26 Online Submission of Quarterly Report Forms in line with Project Scope

The subrecipient must implement the project in accordance with the approved narrative and budget set-forth in the subaward.

All Quarterly Report Forms (Progress Reports, Performance Measurements, Financial Reports) must be submitted in the GMS. In accordance with the policy the Office may freeze the release of funds until a subrecipient is current in the filing of all programmatic and financial reports, and reports have been approved by the Office.

PROGRAM REPORTS: Progress Reports and Performance Measurements must be submitted via the GMS on a quarterly basis. Additionally, federal required reports, as applicable to include the Performance Measurement Tool (PMT), are due no later than 15 calendar days after the end of each quarter. This due date is prior to the submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30: reports due 10/15
10/01 - 12/31: reports due 01/15
01/01 - 03/31: reports due 04/15
04/01 - 06/30: reports due 07/15

In addition the Office may require an Annual Progress Report which would be documented in the Special Conditions. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds and/or result in termination of the subaward.

FINANCIAL REPORTS: The Financial Report form must be electronically submitted within 30 calendar days after the end of each quarter. The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to processing the quarterly financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30: reports due 10/30
10/01 - 12/31: reports due 01/30
01/01 - 03/31: reports due 04/30
04/01 - 06/30: reports due 07/30

There are two exceptions to the above timeline. The first, is if a subaward does not end at the end of a quarter. The second is for nonprofit agencies that qualify for and have been granted monthly reimbursement for a particular subaward. In these instances, the financial report is due on the 30th of the following month. For the quarter/month ending on 6/30, GOCPP respectfully requests subrecipients to submit their final financial reports along with their programmatic reports as soon as possible after 6/30 in an effort to ensure final payments for the fiscal year are processed promptly and efficiently for the state fiscal year end closeout.



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27 Submission of Revised Financial Report

The Financial Reports must be submitted no later than 30 calendar days from the end of the reporting period. If the initial 30 calendar day submission is not the actual final report for the reporting period, the subrecipient must email the Fiscal Specialist and copy the Program Manager stating that the report is not final at the same time that the financial report is submitted electronically, which is no later than 30 calendar days from the end date of the reporting period. Submission of a "Final/Revised" report must be emailed to the Office staff described above and uploaded into the Grants Management System (GMS) for this particular subaward no later than 60 calendar days after the end of the reporting period. Revisions are a manual process that require the subrecipient to make corrections on a copy of the previously electronically submitted 30 day report, with the words "Final/Revised" labeled across the top. Additionally, the "Final/Revised" submission document must include the dated signatures from the authorized agency representative. The corrections must be actual expenditures, not the variance. At the end of the subaward period, the Office reserves the right to complete an administrative closeout and de-obligate remaining funds on any subaward that does not comply with this requirement.

28 Failure to Submit Reports Within Allotted Time Frames

Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the de-obligation of funds. If late reporting occurs, the expenditure or obligation may become the responsibility of the subrecipient.

29 Holding Funds

In accordance with policy, the Office will hold the release of funds until a subrecipient is current in the filing of all reports, submission of documentation, and have resolved any remaining issues.

30 Monitoring Expenditures

In order to verify the appropriateness of all grant fund related expenditures, the Office staff will monitor the use of grant funds as reported by subrecipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly and/or monthly reporting, and be maintained as necessary to provide that obligations under this subaward and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Also, refer to the General Condition #31 below.

31 Records Retention

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 5 years from the date of submission of the final programmatic and financial reports. Retention is required for purposes of examination and audit. Records may be retained in an electronic format. Also, refer to the General Condition #30 above.



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32 Termination of Subaward

The performance of work under this award may be terminated by the Office in accordance with this clause in whole, or in part, whenever the Office determines that such termination is in the best interest of the State. If the subrecipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the subaward, the Office may terminate the award by written notice to the subrecipient. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished supplies and services provided by the subrecipient shall become Office property. The Office will pay all reasonable costs associated with this program that the subrecipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the subaward. When an award is terminated or partially terminated, the awarding agency or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

33 Civil Rights Discrimination

The subrecipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or cognitive disability, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The subrecipient also agrees to include a provision like that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. The subrecipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors to submit formal complaints. Formal complaints may be submitted online at Maryland Commission on Civil Rights: <https://mccr.maryland.gov/>; (410)767-8600; U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights: <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>; (202) 307-0690, United States Equal Employment Opportunity Commission: <https://www.eeoc.gov/>; (800) 669-4000. Additionally, a complaint may be reported utilizing the form located on our website at <https://goccp.maryland.gov/grants/civil-rights-compliance/>.

Also, refer to the non-discrimination and General Condition #34 below.

Subrecipients will comply (and will require any subrecipients or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include § Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§ 10228(c) & 10221(a); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681; Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); Violence Against Women Act of 1994, as amended, 34 U.S.C. § 12291(b)(13); and Partnerships with Faith-Based and Other Neighborhood Organizations, (28 CFR Part 38).

For regulations pertaining to civil rights, visit

<https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/standardassurances.pdf>



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34 Civil Rights Federal Reporting Requirements

Recipients as well as subrecipients of Federal Financial Assistance through the Office of Justice Programs are subject to various Federal Civil Rights Laws such as those related to discrimination on the basis of race, color, national origin, sex, religion or disability.

The U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) developed the Equal Employment Opportunity Reporting tool to help recipients receiving funding (Safe Streets Act which authorizes VAWA, VOCA or JJDPA) comply with the Equal Employment Opportunity Plan (EEOP). The EEOP Reporting Tool is accessed online at <https://ojp.gov/about/ocr/eeop.htm>

New users will need to register for an account. Prior to registering for a new account and/or completing the report, please know the source of grant and from which year the award has been funded. Grant number can be found in the award package (for example: VOCA-17-XXXX would indicate VOCA 2017 funding).

Once registered, the EEOP Utilization Report tool will give step-by-step guidance for preparing and submitting applicant agency's EEO Utilization Report and/or certification form.

Upon submission/completion of the report, forward the confirmation email to the Program manager and include a cc: dlcivilrightscompliance_goccp@maryland.gov In the forwarded email, include in the subject line: Civil Rights/EEOP reporting and the subaward number so the Office can update the organization's information.

35 Proof of Applicable Audit Regulations - On Site

All subrecipients must have proper documentation to present to the Office upon request, to prove compliance with the Audit Regulations that apply. Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their subaward. Non-Profit Organizations must follow guidance located on the Maryland Secretary of State's website under the Charitable Division, located here: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>. Noncompliance with a request for proof can result in forfeiture of grant funds.

36 Single Audit Requirement

If the subrecipient spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. Provide a copy of the Single Audit Report and audited financial statements so that we may issue a management decision letter for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521. Also see SOCQ required documentation as noted in the GMS Application Instructions. <https://goccp.maryland.gov/certification-of-applicable-financial-reporting-requirements-form>.

37 Reporting Fraud, Waste and Abuse

The subrecipient must promptly report any credible evidence of fraud, waste, abuse, or other misconduct related to the use of grant funds to the Program Manager of the applicable funding source. Also, refer to <https://www.ola.state.md.us/fraud/ola-fraud-hotline>

38 Food and Conference Costs

The Office will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events with federal funds. All conference costs will be thoroughly examined for compliance with the federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under the organization's travel policy.



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Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	FY2025 Sex Offender Compliance and Enforcement in Maryland Grant		

39 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

40 Computer Equipment/Program/Network Procurement

No award funds may be used to maintain or establish a computer network unless such network prohibits the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

41 No distracted Driving While Performing Program Duties

Subrecipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

42 Services to those with Limited English Proficiency

The subrecipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. This regulation may be accessed at: <https://www.lep.gov/>.

State Government Article, Subtitle 11- Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101—10-1105, Annotated Code of Maryland.

43 Drug-Free Workplace Requirements

Subrecipients are subject to the applicable requirements regarding the state and federal drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy (<https://dbm.maryland.gov/employees/Documents/Policies/Substance%20Abuse%20Policy%202023.pdf>). The Federal Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83 (<https://www.gpo.gov/fdsys/pkg/CFR-2010-title28-vol2/pdf/CFR-2010-title28-vol2-part83.pdf>).

44 Office Name Change Effective 1.18.2024

Any reference to the Governor's Office of Crime Prevention, Youth and Victim Services (GOCPYVS or GOCCP) should now be referenced as the Governor's Office of Crime Prevention and Policy (GOCPP/Office) per Executive Order 01.01.2024.05. This change does not invalidate previous, current, or future agreements or documents referencing the agency as GOCPYVS. Specific concerns for the Executive Director must be emailed to GOCPPgrants.Admin@maryland.gov.



Grant Award - Special Conditions

Grant Award Number:	SOCM-2025-0016	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	FY2025 Sex Offender Compliance and Enforcement in Maryland Grant		

1 General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCOPYVS website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCOPYVS website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

2 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

- 3 According to Public Safety Article § 3-514, Annotated Code of Maryland, if a law enforcement agency has not submitted the required aggregate data of police officers' use of force to the Maryland Police and Correctional Training Commissions (MPCTC) by July 1 for the previous calendar year, the Governor's Office of Crime Prevention, Youth, and Victim Services (GOCOPYVS) may not make any grant funds available to that law enforcement agency.

- 4 GOCPP support must be noted in any press releases, brochures, printed materials, and/or RFPs related to this subaward.

"The Governor's Office of Crime Prevention and Policy (GOCPP) funded this project under subaward number CACS-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

- 5 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. ALL Final financials must be submitted within the 60 days or GOCPP reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written in red ink. The corrections must be actual expenditures, not the variance. New signatures and current dates are required in blue ink. The revised report can be mailed, emailed, or delivered.

R HF

- 6 The recipient understands and agrees that the GOCPP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by GOCPP, or other outstanding issues that arise in connection with audits and Single Audit Management Decisions.
- 7 If the recipient currently has other active awards (federal or state), or if the recipient receives any other award during the period of performance for this award, the recipient promptly must determine whether funds from any of those other awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this awards. If so, the recipient must promptly notify GOCPP in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Notification (GAN) to eliminate any inappropriate duplication of funding.



Governor's Office of Crime Prevention and Policy

Regional Monitor:
Fiscal Specialist:

Edwards, Kyah
Thomas, Courtney

Budget Notice

Grant Award Number:	SOCM-2025-0016	
Sub-recipient:	Kent County Board of County Commissioners	
Project Title:	FY2025 Sex Offender Compliance and Enforcement in Maryland Grant	
Implementing Agency:	Kent County Sheriff's Office	
Award Period:	07/01/2024 - 06/30/2025	CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$2,538.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$2,538.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Sworn Officers	Overtime	Grant Funds	\$2,538.00

Personnel Total: \$2,538.00

Approved:

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 7/24/2024



Governor's Office of Crime Prevention and Policy



Control Number:

49027

Regional Monitor:

Edwards, Kyah

Fiscal Specialist:

Thomas, Courtney

Submitted Date:

Programmatic Reporting

Grant Award Number:	SOCM-2025-0016	
Sub-recipient:	Kent County Board of County Commissioners	
Project Title:	FY2025 Sex Offender Compliance and Enforcement in Maryland Grant	
Implementing Agency:	Kent County Sheriff's Office	
Award Period:	07/01/2024 - 06/30/2025	CFDA: State General Fund

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

Performance Measures (16)

1	Number of Tier I offenders mandated to register, including those that are registered.	
2	Number of Tier I offenders registered, including those that are registered.	
3	Number of Tier I offenders mandated to re-register, including those that are registered.	
4	Number of Tier I offenders re-registered, including those that registered.	
5	Number of Tier II offenders mandated to register, including those that are registered.	
6	Number of Tier II offenders registered, including those that are registered.	
7	Number of Tier II offenders mandated to re-register, including those that are registered.	
8	Number of Tier II offenders re-registered, including those that are registered.	
9	Number of Tier III offenders mandated to register, including those that are registered.	
10	Number of Tier III offenders registered, including those that are registered.	
11	Number of Tier III offenders mandated to re-register, including those that are registered.	
12	Number of Tier III offenders re-registered, including those that are registered.	
13	Number of compliance verifications conducted to ensure that the information provided by the registrant at the time of registration is valid and current.	

14	Number of registrants verified as compliant.	
15	Number of warrants obtained for non-compliance and/or absconding.	
16	Number of registrants verified as non-compliant and/or absconding.	

Progress Report Questions (9)

1	Provide a brief narrative assessment of the project's effectiveness thus far. This should include qualitative and quantitative evidence, including performance metrics (outputs and outcomes) and impacts, as identified in the project application to highlight factors considered to have facilitated or impaired the project's effectiveness.
2	Describe any barriers/challenges to implementing or completing any of the objectives. Include any corrective actions taken or planned to overcome the noted barriers (include timeline if applicable). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance, if needed.
3	Describe, in general, the level of cooperation and collaboration between partner agencies affiliated with this project.
4	Please list any success and/or best practices developed through this program funded by the Governor's Office of Crime Prevention and Policy (GOCPP).
5	If no funds or minimal funds (less than 25%) were expended during this quarter, provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.
6	Please provide a detailed narrative describing how the quarterly performance measures report numbers are collected and what method or system is currently used to track them.
7	Please explain the activities that have been planned for the upcoming quarter, include dates and a brief summary of each activity.
8	Please share noteworthy accomplishments, success stories, or program results from this reporting period that you would like to showcase in GOCPP's newsletter.
9	Only required to be completed in the Final Quarter of your Project: Do you have any noteworthy accomplishments, success stories, or program results that was completed during this project? List out all accomplishments, successes, and/or best practices developed through this grant-funded project. Have all intended activities been completed for this project? Please note any delays in project completions.

Signed: _____ **Date:** _____

Project Director - Hickman, Dennis (Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Printed Name: _____ **Phone:** _____

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

July 25, 2024

The Honorable Ronald H. Fithian
President
Kent County Board of County Commissioners
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620

RE: SOCM-2025-0016

Dear President Fithian:

I am pleased to inform you that your grant application submitted by **Kent County Board of County Commissioners**, entitled "**FY2025 Sex Offender Compliance and Enforcement in Maryland Grant**," in the amount of \$2,538.00 has received approval under the Sex Offender Compliance and Enforcement in Maryland program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Kent County Sheriff's Office Sex Offender Registry and Monitoring Program registers and monitors sex offenders moving to and residing in Kent County, Maryland. The program ensures both sex offender compliance and public safety. Program funds allow for approximately 50 critical hours of deputy overtime pay required to adequately supervise offenders and assure compliance.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Prevention and Policy.

If you have any questions or need any clarification regarding this grant award, please contact **Kyah Edwards**, your program manager, or **Courtney Thomas**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read "Dorothy Lennig". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Dorothy Lennig, Esq.
Executive Director

cc: Sheriff Dennis Hickman



Will Albright, KRM Development Corporation
8/13/2024
County Commissioners Meeting

Item Summary:

Seventh Amendment to Kent County Board of Elections Lease

ATTACHMENTS:

Description

08.13.24 KRM – GSM, LLC, Seventh Amendment to Lease, By and Between the Kent County Commissioners for the Kent County Board of Elections

K R M – GSM, LLC

SEVENTH AMENDMENT TO LEASE

THIS SEVENTH AMENDMENT TO LEASE, dated as of this 24th day of July, 2024 by and between KRM – GSM, LLC, (“Landlord”) and Kent County Commissioners for the Kent County Board of Elections, (“Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant have heretofore entered into a Lease dated April 22, 2003 (the “Lease”), and an Amendment to the Lease (“First Amendment to Lease”) dated July 15, 2003, and an Amendment to the Lease (“Second Amendment to Lease”) dated April 1, 2008, and an Amendment to the Lease (“Third Amendment to Lease”) dated June 10, 2013, and an Amendment to the Lease (“Fourth Amendment to Lease”) dated August 7, 2018, and an Amendment to the Lease (“Fifth Amendment to Lease”) dated August 6, 2019, and an Amendment to the Lease (“Sixth Amendment to Lease”) dated June 2, 2020, for certain premises located in the GSM Building at 135 Dixon Drive, Chestertown, MD 21620, as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to extend the term of the lease on a month-to-month basis.

NOW, THEREFORE, Landlord and Tenant hereby agree that the Lease shall be and is hereby amended as follows:

1) Month-to-Month Lease - 3,000 square feet

$$7/15/24-12/31/24 \text{ 3,000 sf} \times \$15.00 \text{ sf/yr} = \$45,000/\text{yr} = \$3,750.00/\text{mo}$$

Tenant will notify Landlord of the intent to continue the Lease on a month-to-month basis for a period no more than six (6) months at the rate above. This month-to-month Lease may be cancelled by either Landlord or Tenant upon thirty (30) days prior written notice.

2) Additional Rent**:

$$2024^* - \text{CAM } \$0.48 \text{ sf/year} = \$1,440.00/\text{year} = \$120.00/\text{month}$$

$$2024^* - \text{PTAX } \$28/\text{month}$$

*To be adjusted annually by Landlord. See Article IV, B. Tenant’s Responsibilities in Addition to Rent.

**Tenant is responsible for adding this amount to their monthly lease payment and Landlord will reconcile account at the end of each calendar year. See Article IV, B. Tenant’s Responsibilities in Addition to Rent.

EXCEPT as herein above specifically modified all of the terms and provisions of the Lease are and shall remain in full force and effect, and the Lease, as amended hereby, if ratified by both parties.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Seventh Amendment to Lease the day and year first written above.

LANDLORD

KRM – GSM, LLC

By: KRM Development Corporation managing member

Jesse G. Parks, President

TENANT

KENT COUNTY COMMISSIONERS

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

ATTEST/WITNESS

Tanya L. Thomas
Deputy Clerk II 8/13/24

205 Cannon Street, Suite 1 ~ Chestertown, MD 21620
410-810-1574 FAX: 410-810-1571



Procedures For Public Comment 8/13/2024 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

08.13.24 Public Comments Sign In Sheet



Office of The County Commissioners

Press and Public Comments

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

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

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

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

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

**PUBLIC COMMENTS
SIGN IN SHEET
August 13, 2024**

NAME (please print)	ADDRESS	TOPIC

ADDITIONAL SPACES ARE PROVIDED ON THE BACK SIDE; PLEASE FLIP OVER.

[illegible]



Kent Alcohol and Tobacco Enforcement (KATE)

8/13/2024

County Commissioners Meeting

Item Summary:

Maryland Department of Health Human Services Agreements Annual Report -
Tobacco Enforcement Program

ATTACHMENTS:

Description

FY2024 Maryland Department of Health, Human Service Agreements, Annual Report (DHMH 440) -
Tobacco Enforcement

FY2024 Maryland Department of Health, Human Service Agreements, Annual Report (DHMH 440) -
Tobacco Enforcement Program, Additional Funds Awarded

TOTAL RECEIPTS _____

TOTAL EXPENDITURES _____

VARIANCE - UNDER (OVER) _____

(CSA ONLY)\$TO CONTINGENCY FUND _____

=====

DGA ACTION: _____

BY: _____

DATE: _____

**MARYLAND DEPARTMENT OF HEALTH
HUMAN SERVICE AGREEMENTS
ANNUAL REPORT (DHMH 440) PRIVATE PROVIDERS**

SECTION I.

VENDOR NAME County Commissioners of Kent County

VENDOR ADDRESS 400 High Street

CITY/STATE/ZIP Chestertown, MD 21620

PROJECT TITLE Tobacco Enforcement Program

TELEPHONE NUMBER 410-788-4600

DIRECTOR'S NAME Sondra M. Blackiston

FEDERAL EMPLOYER ID 52-6000974

AWARD # _____

STATE FISCAL YEAR FY24

REPORTING PERIOD 7/1/23 **TO** 6/30/24

TOTAL DHMH AWARD \$7,000

SIGNATURE 

DATE 7/30/2024

SECTION II.

SUMMARY OF EXPENDITURES

LINE ITEMS MAY NOT BE CHANGED	FINAL APPROVED		VARIANCE
	TOTAL PROGRAM BUDGET	ACTUAL EXPENDITURES	UNDER (OVER)
SALARIES/SPECIAL PMTS			0
FRINGE			0
CONSULTANTS			0
EQUIPMENT			0
PURCHASE OF SERVICE	7,000	7,000	0
RENOVATION			0
CONSTRUCTION			0
REAL PROPERTY PURCHASE			0
UTILITIES			0
RENT			0
FOOD			0
MEDICINES & DRUGS			0
MEDICAL SUPPLIES			0
OFFICE SUPPLIES			0
TRANSPORT/TRAVEL			0
HOUSEKEEPING			0
MAINTENANCE/REPAIRS			0
POSTAGE			0
PRINTING/DUPPLICATION			0
STAFF DEVELOPMENT/			0
TRAINING			0
CLIENT ACTIVITIES			0
ADVERTISING			0
INSURANCE			0
LEGAL/ACCOUNTING AUDIT			0
PROFESSIONAL DUES			0
OTHER			0
(ATTACH ITEMIZATION)			
			0
			0
			0
TOTAL DIRECT COSTS	7,000	7,000	0
INDIRECT COST			0
TOTAL	7,000	7,000	0

SECTION III.

SUMMARY OF RECEIPTS

SOURCE OF FUNDS	ACTUAL RECEIPTS	DGA ONLY
DHMH PAID EXPEND.	7,000	
OTHER STATE		
LOCAL GOVT.		
DIRECT FEDERAL		
FUND RAISING		
UNITED CHARITIES		
INTEREST		
CARRYOVER		
FOOD STAMPS		
CONTINGENCY FUND		
OTHER (SPECIFY)		
- CLIENT FEES -		
PRIVATE PAY		
MEDICAID		
MEDICARE		
INSURANCE		
SSI		
OTHER (SPECIFY)		
TOTAL	7,000	

SECTION IV.

**RECONCILIATION
DGA USE ONLY**

TOTAL RECEIPTS _____

TOTAL EXPENDITURES _____

VARIANCE - UNDER (OVER) _____

(CSA ONLY)\$TO CONTINGENCY FUND _____

DGA ACTION: _____

BY: _____

DATE: _____



Harris P. Murphy, Judge, Circuit Court For Kent County
8/13/2024
County Commissioners Meeting

Item Summary:

Equity Hearing Room Request

ATTACHMENTS:

Description

07.23.24 Harris P. Murphy, Circuit Court for Kent County



The Second Judicial Circuit of Maryland

CIRCUIT COURT FOR KENT COUNTY

HARRIS P. MURPHY
ASSOCIATE JUDGE
COUNTY ADMINISTRATIVE JUDGE

COURT HOUSE
103 NORTH CROSS STREET
CHESTERTOWN, MARYLAND 21620
(410) 778-7440

July 23, 2024

Kent County Commissioners
400 High Street
Chestertown, Maryland 21620

Re: Equity Hearing Room/Basement

Dear Commissioners:

The Equity Hearing Room (hereinafter "hearing room"), in the courthouse basement is used by the Circuit Court and the Orphans Court to conduct public hearings. As you know, having the hearing room in the basement (really: the basement itself) has presented health and safety concerns for many years. The recent discovery of mold in the hearing room and the flooding caused by the water fountain have only added to those concerns. In light of those events, and the measures taken thus far to address them, this would seem to be the perfect opportunity to consider relocating the hearing room to an area other than the basement.

Several years ago, the courts converted to digital records. This was done, in part, to free up space in courthouses for uses other than record storage. In our courthouse, the area used to house land records – the vast majority of which have already been converted to digital – is one of those areas. This space is on the first floor and would be a more suitable location for the hearing room.

The space is slightly larger than the current space in the basement. It is more accessible to the public. It is directly across the hall from the Register of Wills office. It presents fewer security issues. It has a space for the sitting judge to have an adjacent chambers area, rather than using the maintenance storage area in the basement. And... it is not in the basement, which is always going to present issues.

As noted above, one of the major uses of the hearing room is for the Orphans Court to hold hearings. Therefore, the potential exists to have the State contribute to the costs of relocating the hearing room.

I do not know the status of the ongoing insurance claims. The results of the mold assessment should also be provided shortly. Regardless, I would request that the county consider moving the hearing room to the land records room and ask to have this item put on the agenda at a Commissioners Meeting in the near future.

Thank you for your attention to this matter. I remain...

Very truly yours,

Harris P. Murphy



John Schratwieser, Director, Kent Cultural Alliance
8/13/2024
County Commissioners Meeting

Item Summary:

Thank You Letter

ATTACHMENTS:

Description

07.24.24 Kent Cultural Alliance, Thank You Letter



Putting the **ARTS**
to **WORK**



July 24, 2024

The Kent County Commissioners
400 High Street
Chestertown, MD 21620

Dear President Fithian, Commissioner Nickerson, Commissioner Price

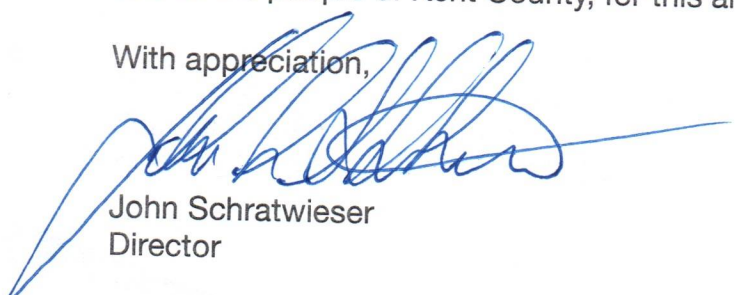
On behalf of the Board of Directors of the Kent Cultural Alliance, and the organizations, artists and residents we serve, I offer my sincere thanks for the FY 2025 grant of \$14,040 in support of our work across the county.

We were delighted to be included in, and sponsor, the Kent County Fair for the first time this year, and I am particularly grateful to have shared the fundraising challenge of KISS THE COW with you all this year (and sorry to have missed the final moment due to illness).

In recent years, our reach has expanded far beyond traditional art models, working with farmers and watermen, river keepers and housing providers, producing the first annual Hispanic Heritage Month with the Kent County Local Management Board, and growing partnerships with our grantees like the National Music Festival to bring classical music into our schools.

We know, anecdotally and statistically, that the arts contribute to a better quality of life for all Kent County residents, they help draw and support small businesses and they add to the overall quality of a well rounded public education. We are thankful to you, and to the people of Kent County, for this annual investment in the arts.

With appreciation,



John Schratwieser
Director



**Charlie Miller, Chair, Board of Supervisors, Kent Soil and Water
Conservation District**

8/13/2024

County Commissioners Meeting

Item Summary:

Thank You Letter

ATTACHMENTS:

Description

07.24.24 Kent Soil and Water Conservation District FY2025 Allocation Thank You Letter



KENT SOIL AND WATER CONSERVATION DISTRICT

122 Speer Road, Suite 4, Chestertown, Maryland 21620

Phone 410.778.5150

kentsoilandwaterconservationdistrict.org

July 24, 2024



Kent County Commissioners
400 High Street
Chestertown, MD 21620

Dear President Fithian and Commissioners Nickerson and Price,

On behalf of the Board of Supervisors, our 14 employees, our State and Federal partners and our farmer and landowner cooperators, we would like to Thank You for the FY 25 financial allocation from the County.

From our beginning in 1938, Kent County has been one of our original partners and steadfast supporters. It would be impossible to do the work we do without the generous support of the County. We appreciate this long and productive relationship and look forward to its continuation.

As always, we are here to help and that includes helping our partners in any way we are able. The District has both the capability and capacity to implement natural resource management conservation and enhancement projects as well as perform grant administration and project management. Please view us as a resource that is available to you.

Thank you again for all that you do for the Kent Soil and Water Conservation District!

Sincerely,

Charlie Miller
Chair, Board of Supervisors

Board of Supervisors

Charles L. Miller
Chair

Lewis H. McDonald
Vice Chair

Timothy A. Redman
Treasurer

W Frank Barnes Jr
Member

William H. Langenfelder
Member



American Rescue Plan Act (ARPA) Funds Spend Plan 8/13/2024 County Commissioners Meeting

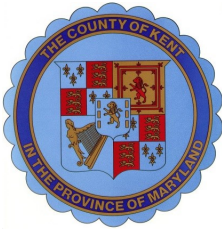
ATTACHMENTS:

Description

7-30-2024 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
7/30/2024

Project	Department	Project Estimate	Date Approved	Amount Approved	Date Completed
Feed the Elderly Year 1	Local Management Board	112,800	08/31/21	112,800	9/30/2022
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115	
Clariflocculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000	6/28/2022
Clariflocculator Replacement Project Change Order #1		2,817	01/11/22	2,817	6/28/2022
Clariflocculator Replacement Project Change Order #2		90,642	01/11/22	90,642	11/23/2022
AV System	Information Technology	71,254	10/26/21	71,254	5/17/2023
IT Software	Information Technology	27,095	10/26/21	27,095	8/10/2022
Neighborhood & Infrastructure Grants	Information Technology	258,402	12/14/21	258,402	12/30/2023
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	7/26/2023
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	8/2/2023
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	9/20/2023
Millington/RT301 Wastewater Conveyance System Capacity Study		9,500	09/27/22	9,500	
Tolchester Wastewater-Design Services Influent Screen	Water & Wastewater Fund	52,910	02/08/22	52,910	
Tolchester Wastewater - Bid Services and Const. Management		35,735	09/27/22	35,735	
Tolchester Wastewater Influent Screen Construction		600,914	04/25/23	600,914	
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	33,076	03/22/22	33,076	8/10/2023
Worton WWTP Influent Lagoon Engineer Const. Management		43,736	03/08/23	43,736	
Worton WWTP Lagoon Sludge Removal Contract		1,400,725	12/13/22	1,400,725	
Worton WWTP Lagoon Sludge Removal Contract Change Order #1		30,000	06/13/23	30,000	
Worton WWTP Lagoon Sludge Removal Contract Change Order #2		(486,784)	08/08/23	(486,784)	
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		<i>Deferred</i>			
Kennedyville Pump Station #2 Construction		<i>Deferred</i>			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	9/20/2023
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	40,000	10/25/22	40,000	
Worton WWTP Solids Press Replacement Design	Water & Wastewater Fund	64,940	11/28/23	64,940	
Worton WWTP Solids Press Replacement Construction Management		20,000			
Worton WWTP Solids Press Replacement		250,000			
Sewer Jetter Camera Nozzle	Water & Wastewater Fund	14,065	04/02/24	14,065	
Major Repairs and Expenses	Water & Wastewater Fund				
Well redevelopment program		40,000	04/02/24	40,000	
Pump Stations - pump replacement program		28,000	04/02/24	28,000	
Worton Wastewater Treatment Plant - replace electrical wiring		50,000	04/02/24	50,000	
Fairlee Water Treatment Plant - design/replace actuator valve & repair piping		15,000	04/02/24	15,000	
Tolchester Wastewater Treatment Plant - replace control valves		19,000	04/02/24	19,000	
Pump Station SCADA Upgrades - convert remainder of locations		36,675	04/02/24	36,675	
Wesley Chapel Pump Station Wet Well	Water & Wastewater Fund	36,700	06/25/24	36,700	
Total Amount of Funds Committed		<u>\$ 3,686,077</u>		<u>\$ 3,416,077</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ 80,700</u>		<u>\$ 350,700</u>	



Contingency and Use of Fund Balance Report 8/13/2024 County Commissioners Meeting

ATTACHMENTS:

Description

7-30-2024 Commissioner Report Contingency

**FY25 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
July 30, 2024**

[illegible]