

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

July 30, 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

Code Home Rule Bill No. 4-2024 To Rescind and Replace the Kent County Official Zoning
Map

Adoption Notice

Consent Items

#1 - Regular Session Minutes, July 23, 2024

#2 - Liquor Minutes, July 23, 2024

#3 - Public Hearing Minutes, July 23, 2024

#4 - Pete Landon, Director Office of Emergency Services

Priority Dispatch Annual QPR (Quality Control) Renewal

Legislative Session

Cable Franchise Agreement

Consider for a Vote, Resolution 2024-10, A Resolution Authorizing Execution of a
Cable Franchise Agreement Between the County and Talkie Communications, Inc. and
the Talkie Communications, Inc. Franchise Agreement.

Public Hearing

Dennis Hickman, Sheriff, Kent County Sheriff's Office

Second Reading of Code Home Rule Bill 5-2024, Pawnbrokers and Secondhand
Dealers

Katie Abbott, Economic Development Manager, Economic and Tourism Development

Second Reading of Code Home Rule 6-2024 Clean Energy Loan Program

Appointments

Dr. Clifford P. Coppersmith, President; Karen Smith, Vice President Administrative Services;
and Dr. David Harper, Vice President Workforce and Academic Programs, Chesapeake
College

Queen Anne's Technical Center - Revised Proposed Building Project

Public Works Director

New Tractor w/ A-Boom Machete

Sourcewell Contract, Purchase Authorization

Preparation of Water & Sewer Standards

Proposal for Water & Sewer Standards
Water Capacity Preliminary Engineering Study
Millington Sewer Service Area Water System Improvements
Water & Sewer Rate and Allocation Fee Study
Recapture of Sewer Allocations - Millington Service Area

County Administrator Report

Water and Sewer Bill Fee Assessments
In Kind Response
Kathryn Dille, Executive Director, Mid Shore Behavioral Health
Board of Directors Appointment

Letters for Signature

Citizen Interest Form Received For Board of Library Trustees

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Jacob R. Day, Secretary, Maryland Department of Housing and Community Development
Passage Of House Bill 2 Chapter 277 Property Taxes - Authority of Counties

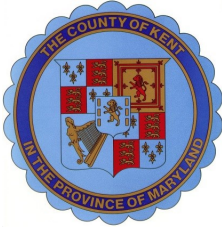
American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

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



Code Home Rule Bill No. 4-2024 To Rescind and Replace the Kent County Official Zoning Map

7/30/2024

County Commissioners Meeting

Item Summary:

Adoption Notice

ATTACHMENTS:

Description

CHR Bill No. 4-2024 To Rescind and Replace the Kent County Official Zoning Map, Adoption Notice

CHR Bill No. 4-2024 To Rescind and Replace the Kent County Official Zoning Map, Adopted Legislation



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

June 11, 2024
Legislative Session Day

Legislative Session Day
June 11, 2024

CODE HOME RULE
BILL NO. 4-2024

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

AN ACT to rescind and replace the Kent County, Maryland Official Zoning Map, in its entirety, which is adopted both as a part of and in reference to Chapter 222, "Unified Development Ordinance," of the Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, to implement the recommendations of the Kent County Planning Commission on proposed revisions to the Official Zoning Map, which are based on the Kent County Planning Commission's review, as part of the 2020–2024 Comprehensive Rezoning and Update process; and including certain non-codified provisions to address scrivener's errors, symbology, graphic legibility, and readability, et al.; instructions to County staff related to revisions requested by the Critical Area Commission for provisions in the 2024 Land Use Ordinance, which directly relate to the Zoning Map; relationships with Buffer Modified Area Maps and FEMA federal floodplain maps; and the effective date related to the required Critical Area Commission review and approval of the zoning map itself, per Md. Code Ann., Natural Resources § 8-1809, as the same may be amended from time to time.

This legislation was adopted on July 16 2024, without amendments; and the provisions of this Act shall take effect on July 26, 2024.

This bill in its entirety is 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.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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

Sondra M. Blackiston
Clerk

PUBLISH: KCN 07/25/24, 08/01/24, 08/08/24

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

June 11, 2024
Legislative Session Day

RECEIVED
CLERK, CIRCUIT COURT
2024 JUL 24 A 11:16
CODE HOME RULE
BILL NO. 4-2024

Legislative Session Day
June 11, 2024

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

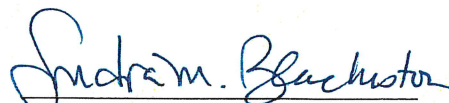
AN ACT to rescind and replace the Kent County, Maryland Official Zoning Map, in its entirety, which is adopted both as a part of and in reference to Chapter 222, "Unified Development Ordinance," of the Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, to implement the recommendations of the Kent County Planning Commission on proposed revisions to the Official Zoning Map, which are based on the Kent County Planning Commission's review, as part of the 2020-2024 Comprehensive Rezoning and Update process; and including certain non-codified provisions to address scrivener's errors, symbology, graphic legibility, and readability, et al.; instructions to County staff related to revisions requested by the Critical Area Commission for provisions in the 2024 Land Use Ordinance, which directly relate to the Zoning Map; relationships with Buffer Modified Area Maps and FEMA federal floodplain maps; and the effective date related to the required Critical Area Commission review and approval of the zoning map itself, per Md. Code Ann., Natural Resources § 8-1809, as the same may be amended from time to time.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President

INTRODUCED, read first time, June 11, 2024, ordered posted and public hearing scheduled on July 9, 2024, at 10:00 a.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:


Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on July 9, 2024. Reported favorably ~~with~~/without amendments; read a third time and ordered to be considered on July 16, 2024, a legislative session day.

**A BILL ENTITLED CHR 4-2024
TO RESCIND AND REPLACE THE KENT COUNTY OFFICIAL ZONING MAP**

SECTION 1.

NOW, THEREFORE, BE IT ENACTED by the County Commissioners of Kent County, Maryland, that the Official Zoning Map, substantially in the form attached hereto as Exhibit A, is adopted as the Official Zoning Map for Kent County, Maryland, and is adopted both as a part of and in reference to Chapter 222, Unified Development Ordinance, of the Public Local Laws of Kent County, Maryland.

SECTION 2.

BE IT FURTHER ENACTED by the County Commissioners of Kent County, Maryland, that the Director of the Department of Planning, Housing, and Zoning may correct obvious errors, capitalization, spelling, symbols, legends, polygons, headings, and similar items, and may publish the Official Zoning Map online by adding or amending graphics, colors, and citizen aids to improve document readability.

SECTION 3.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that the County planning staff are instructed to prepare an additional Code Home Rule Bill (CHRB) for introduction. This CHRB is in response to the comments received from the Critical Area Commission (CAC) on the 2024 Land Use Ordinance (2024 LUO). The CAC requested that certain provisions be retained and supplemented from the 2003 Land Use Ordinance (2003 LUO). These provisions appear as Article III, Section 6. Establishment of Critical Area Line, §§ 1 -2 in the 2003 LUO, as amended on February 16, 2021. In the 2003 LUO, the provisions are designated for removal by a sunset provision upon adoption of an Official Zoning Map. As a result of the request by the Critical Area Commission, said provisions shall remain in the 2024 LUO. By their retention, said provisions will be immediately effective for any future Critical Area line adjustments by the State of Maryland. To implement retention of the provisions, one provision in the 2024 LUO, which appears as paragraph (C), §3. Establishment of Critical Area Line, Section 1. General Provisions, Article II. Districts shall be deleted. Staff are also instructed to revise the 2024 LUO to include text that (1) references the adoption date of the most recent Critical Area boundary line and (2) requires compliance by the County with Maryland Critical Area Law and COMAR Title 27 for any amendments to the Critical Area Line Map that may be adopted by the County in the future. Such text is required by the comments of the Critical Area Commission per its review of the 2024 LUO.

SECTION 4.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall not affect the Buffer Modified Area Maps, which shall remain in full force and effect; Buffer Modified Area Maps may be amended by separate Act, pursuant to provisions in Chapter 222 for such amendments.

SECTION 5.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall not affect the Flood Insurance Rate Maps promulgated by FEMA; such will hereby be considered as stand-alone federal maps and not adopted as part of this Act.

SECTION 6.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall be adopted on the 16th day of July, 2024; however, the provisions of this Act shall take effect on the 26th day of July, 2024, contingent upon review and approval of the Critical Area Commission for the Chesapeake & Atlantic Coastal Bays pursuant to the Md. Code Ann., Natural Resources § 8-1809, as the same may be amended from time to time.

Read Third Time July 16, 2024

PASSED this 16th day of July, 2024.

Failed of Passage _____

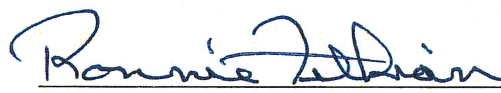
By order of:

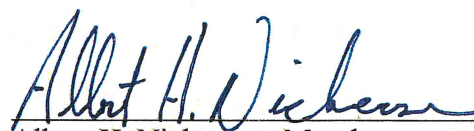

Sondra M. Blackiston, Clerk

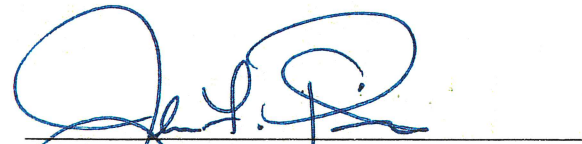
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)



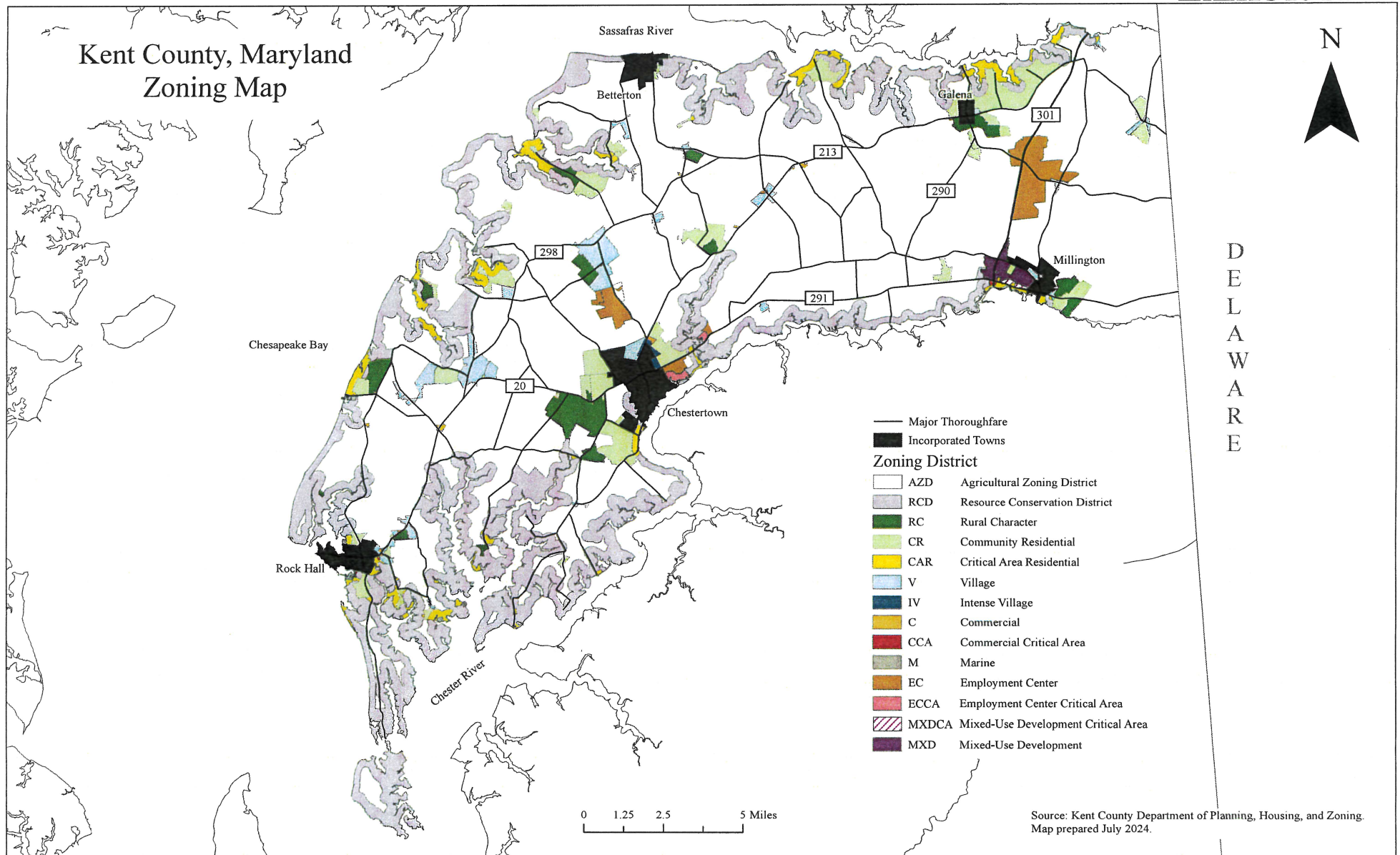

Ronald H. Fithian, President

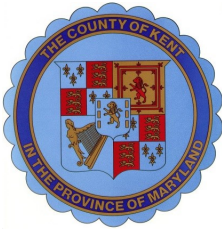

Albert H. Nickerson, Member


John F. Price, Member

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

Exhibit A

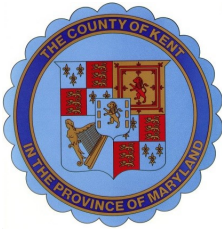




**#1 - Regular Session Minutes, July 23, 2024
7/30/2024
County Commissioners Meeting**

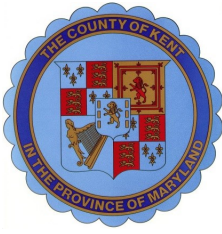
ATTACHMENTS:

Description



**#2 - Liquor Minutes, July 23, 2024
7/30/2024
County Commissioners Meeting**

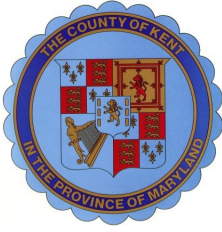
ATTACHMENTS:
Description



**#3 - Public Hearing Minutes, July 23, 2024
7/30/2024
County Commissioners Meeting**

ATTACHMENTS:

Description



#4 - Pete Landon, Director Office of Emergency Services 7/30/2024 County Commissioners Meeting

Item Summary:

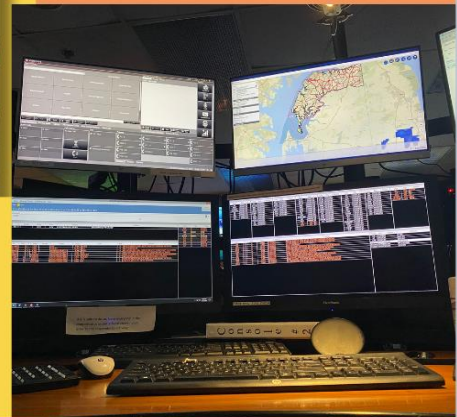
Annual renewal of the QPR (Quality Control) renewal for Kent County OES. This project is funded by the Maryland 9-1-1 Board and part of OES FY25 annual maintenance program.

ATTACHMENTS:

Description

OES NA Coversheet

07.30.24 Priority Dispatch Corp. Quote Q-66879 Renewals \$41,280.00



QUOTE

Priority Dispatch Corp.

110 Regent Street, Suite 500

Salt Lake City, UT 84111
USA

www.prioritydispatch.net

Prepared By: Vanessa Moreno

Phone: (800) 363-9127

Direct:

Email: vanessa.moreno@prioritydispatch.net

Agency:

Kent County Office of Emergency
Services MD

Agency ID#:

5126

Quote #:

Q-66879

Date:

7/16/2024

Offer Valid Through:

9/22/2023

Payment Terms

Net 30

Currency:

USD

Bill To:

Kent County Office of Emergency Services MD
104 Vickers Dr Unit D
Chestertown, Maryland 21620-3327
United States

Ship To:

Kent County Office of Emergency Services
104 Vickers Dr Unit D
Chestertown, Maryland 21620-3327
United States

Product	Discipline	Qty	Amount
Q Plus Expert case review and reporting. Subscription auto-renews without written cancellation	Medical	960	USD 19,200.00
Q Plus Expert case review and reporting. Subscription auto-renews without written cancellation	Fire	240	USD 4,800.00
Q Plus Expert case review and reporting. Subscription auto-renews without written cancellation	Police	864	USD 17,280.00

Discount Notes

Subtotal	USD 51,600.00
Discount	USD 10,320.00
Total	USD 41,280.00

Customer Signature:

Ronald H. Fithian

Date:

07/30/2024

Customer Name:

Ronald H. Fithian

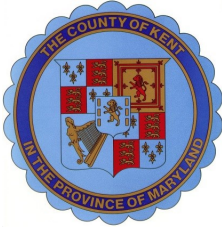
Purchase Order ID:

Expiration Date:

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."



Cable Franchise Agreement 7/30/2024 County Commissioners Meeting

Item Summary:

Consider for a Vote, Resolution 2024-10, A Resolution Authorizing Execution of a Cable Franchise Agreement Between the County and Talkie Communications, Inc. and the Talkie Communications, Inc. Franchise Agreement.

ATTACHMENTS:

Description

Resolution 2024-10 A Resolution Authorizing Execution of a IPTV Cable Franchise Agreement Between The County and Talkie Communications, Inc.

07.30.24 Kent County_Talkie_Franchise Agreement-Talkie Clean Ed 06052024 (final)

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 ____ day of _____, 2024.

ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Sondra M. Blackiston, Clerk

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

DRAFT

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 ____ day of _____, 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.

(c) 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 TRANSEER. 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. _____, dated June __, 2024 of the County Commissioners of Kent County, Maryland.

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

KENT COUNTY

By: _____

Name: _____.

Title: _____

Date: _____

TALKIE COMMUNICATIONS, INC.

By: _____

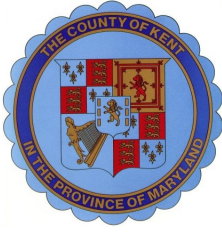
Name: _____Andre DeMattia

Title: _____

Date: _____

Exhibit A

SERVICES TO COMMUNITY FACILITIES



Dennis Hickman, Sheriff, Kent County Sheriff's Office
7/30/2024
County Commissioners Meeting

Item Summary:

Second Reading of Code Home Rule Bill 5-2024, Pawnbrokers and Secondhand Dealers

ATTACHMENTS:

Description

07.30.24 Testimony Log Public Hearing CHR 5-2024 Pawnbrokers and Secondhand Dealers

Procedures for Testifying

CHR Bill No. 5-2024 Pawnbrokers and Secondhand Dealers, Public Hearing Notice - Signed

CHR Bill No. 5-2024 Pawnbrokers and Secondhand Dealers DRAFT Legislation

TESTIMONY LOG

PUBLIC HEARING

July 30, 2024

CODE HOME RULE 5-2024 Pawnbrokers and Secondhand Dealers

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (Please Print)

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PROCEDURES FOR TESTIFYING

It is our desire that everyone who wishes to contribute to this democratic process be given a fair and uninterrupted opportunity to be heard. To ensure equal opportunity for individual input for the topic under discussion, certain rules must be followed by all persons who are to testify.

The rules to govern our hearings are few but are intended to guide our proceedings. The hope is that each person testifying will be self-governed, thereby contributing to fairness for all.

The Chair will remind anyone who testifies when he/she has violated the rules of the proceeding.

- Rule 1:** Please sign the “testimony log” if you desire to speak during the hearing(s).
- Rule 2:** All speakers must identify themselves and use the area designated for purposes of testifying and will use the microphone.
- Rule 3:** Each person testifying will have three minutes for his/her remarks.
- Rule 4:** The Chair will maintain order via voice commands.
- Rule 5:** Stick to the issues at hand.

Written comments will be accepted until Friday, August 2, 2024, close of business.



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

July 16, 2024
Legislative Session Day

Legislative Session Day
July 16, 2024

CODE HOME RULE
BILL NO. 5-2024

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

AN ACT concerning Chapter 120 Pawnbrokers and Secondhand Dealers of the Code of Public Local Laws of Kent County, Maryland. FOR the purpose of clarifying definitions to not include a firearm purchased or sold in a transaction regulated by a federal firearms license. BY repealing Chapter 120 Pawnbrokers and Secondhand Dealers and reenacting with amendments Chapter 120 Pawnbrokers and Secondhand Dealers, Section 120-2 Definitions.

A hearing will be held on July 30, 2024, at 6:00 p.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online 24 hours in advance of the meeting at www.kentcounty.com/commissioners/meeting-agenda. Citizens are encouraged to participate in the public hearing process. If you require communication assistance, please contact the County Commissioners' Office at (410) 778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than noon on Friday, July 26, 2024.

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

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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

Sondra M. Blackiston
Clerk

PUBLISH: KCN 7/18/2024

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

July 16, 2024
Legislative Session Day

Legislative Session Day
July 16, 2024

CODE HOME RULE
BILL NO. 5-2024

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

AN ACT concerning Chapter 120 Pawnbrokers and Secondhand Dealers of the Code of Public Local Laws of Kent County, Maryland.

FOR the purpose of clarifying definitions to not include a firearm purchased or sold in a transaction regulated by a federal firearms license.

BY repealing Chapter 120 Pawnbrokers and Secondhand Dealers and reenacting with amendments Chapter 120 Pawnbrokers and Secondhand Dealers, Section 120-2 Definitions herein.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

INTRODUCED, read the first time, July 16, 2024, ordered posted and public hearing scheduled on July 30, 2024, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By Order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

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

A BILL ENTITLED CHR 5-2024 PAWNBROKERS AND SECONDHAND DEALERS

SECTION 1. NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Chapter 120, Section 120-2 Definitions, is hereby repealed and reenacted with amendments to exclude gun sales as follows:

Chapter 120

PAWNBROKERS AND SECONDHAND DEALERS

§ 120-1. Declaration of Legislative Intent.

It is the intent of this Chapter is to regulate the purchase, sale, record-keeping, and reporting of certain transactions involving used items of value within Kent County Maryland; to prevent the transfer of lost, stolen or other illegally obtained items not regulated under Article 12, Business Regulation Article, Annotated Code of Maryland; and to enhance the traceability and recovery of lost, stolen or illegally obtained items. Title 12 of the Business Regulation Article of the Annotated Code of Maryland generally regulates all transactions dealing with secondhand precious metal objects, coins, or numismatic items and this Chapter 120 is not intended to supersede same.

§ 120-2. Definitions.

As used in this Chapter, the following terms shall be defined as follows:

ANTIQUUE DEALER - A person whose primary retail trade is buying and selling objects made in, or typical of, an earlier period of time, that either have special value because of their age or are examples of works of art or handicrafts.

ITEM - Any piece or thing of tangible personal property including, but not limited to, a household appliance, personal computer, compact disc player, digital video disc player, power tool, camera, ~~firearm~~, radio, television set, video game system, video game accessory or component, stereo equipment, documents, drawings, paintings, or works of art, or any costume jewelry, **AND FIREARM. A FIREARM THAT IS PURCHASED OR SOLD IN A TRANSACTION THAT IS REGULATED BY A FEDERAL FIREARMS LICENSE IS NOT INCLUDED.**

PAWNBROKER - A person who engages in Pawnbroker Transactions.

PAWNBROKER OR SECONDHAND DEALER ESTABLISHMENT A place of business where pawnbroker transactions or secondhand dealer transactions occur. The terms “pawnbroker” or “secondhand dealer establishment” include either or both the individuals or persons operating the business and its fixed place of business, as applicable.

PAWNBROKER TRANSACTION

An act of, or engaging in the act of, lending money on the deposit or pledge of tangible personal property other than secondhand precious metal objects, coins, or numismatic items; or purchasing

tangible personal property, other than secondhand precious metal objects, coins, or numismatic items, on the condition of reselling the property to the seller at a stipulated price.

PERSON - An individual, corporation, partnership of any kind, business trust, limited liability company, or any other type of business entity legally recognized under the laws of the State of Maryland.

REGULATED BUSINESS - A pawnbroker, secondhand dealer, or other person engaging in any business, or conducting any business or transaction, described in this § 120-2.

A. Regulated Business does not include:

1. A charitable, religious, or nonprofit organization, if the exchange of items for consideration is incidental to the organization's primary activity;
2. An antique show, trade show, convention, or auction. In order to qualify under this exemption, the activity must be of no more than seven (7) days in duration at any individual location within Kent County within any twelve (12) month period;
3. An antique dealer.
4. A Scrap Metal Dealer
5. Automobile dealerships dealing in new or used automobiles, trucks, and other vehicles, and auto parts.
6. A used clothing mart or store.
7. Notwithstanding the foregoing, any of the persons described in items 3 through 6 hereof shall be considered a regulated business to the extent the person deals with items not falling within the definition of their respective businesses.

SCRAP METAL DEALER - A person meeting the definition of a “Junk Dealer” or “scrap metal processor” under § 17-1001 (f) 1 through 2 of the Business Regulation Article of the Annotated Code of Maryland.

SALE or PURCHASE – The acquisition or disposition of an item for consideration, whether cash, trade, other item, or anything of value.

SECONDHAND DEALER - A person that engages in secondhand dealer transactions.

SECONDHAND DEALER TRANSACTION - An act of, or engaging in the act of, purchasing items other than secondhand precious metal objects, coins, or numismatic items, and offering the tangible personal property to the public for sale, trade, barter, or other consideration.

SECTION 2. **BE IT FURTHER ENACTED** by the County Commissioners of Kent County that this Act shall take effect on the ____day of ____, 2024.

Read Third Time _____, 2024

PASSED this __day of ____, 2024.

Failed of Passage _____

By Order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

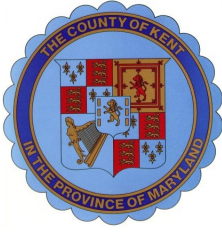
(SEAL)

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

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



**Katie Abbott, Economic Development Manager, Economic and Tourism
Development
7/30/2024
County Commissioners Meeting**

Item Summary:

Second Reading of Code Home Rule 6-2024 Clean Energy Loan Program

ATTACHMENTS:

Description

07.30.24 Testimony Log Public Hearing CHR 6-2024 Clean Energy Loan Program

Procedures for Testifying

Code Home Rule Bill No. 6-2024 Clean Energy Loan Program Public Hearing Notice - Signed

CHR Bill No. 6-2024 Clean Energy Loan Program DRAFT Legislation

TESTIMONY LOG

PUBLIC HEARING

July 30, 2024

CODE HOME RULE 6-2024 Clean Energy Loan Program

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (Please Print)

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- 40. _____



PROCEDURES FOR TESTIFYING

It is our desire that everyone who wishes to contribute to this democratic process be given a fair and uninterrupted opportunity to be heard. To ensure equal opportunity for individual input for the topic under discussion, certain rules must be followed by all persons who are to testify.

The rules to govern our hearings are few but are intended to guide our proceedings. The hope is that each person testifying will be self-governed, thereby contributing to fairness for all.

The Chair will remind anyone who testifies when he/she has violated the rules of the proceeding.

- Rule 1:** Please sign the “testimony log” if you desire to speak during the hearing(s).
- Rule 2:** All speakers must identify themselves and use the area designated for purposes of testifying and will use the microphone.
- Rule 3:** Each person testifying will have three minutes for his/her remarks.
- Rule 4:** The Chair will maintain order via voice commands.
- Rule 5:** Stick to the issues at hand.

Written comments will be accepted until Friday, August 2, 2024, close of business.



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

July 16, 2024
Legislative Session Day

Legislative Session Day
July 16, 2024

CODE HOME RULE
BILL NO. 6-2024

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

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

A hearing will be held on July 30, 2024, at 6:00 p.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. If you require communication assistance, please contact the County Commissioners' Office at (410) 778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than noon on Friday, July 26, 2024. A complete copy of the proposed legislative bill is available in the Commissioners' Office, 400 High Street, Chestertown, MD, Monday through Friday, 8:30 a.m. to 4:30 p.m., and on the County's website at www.kentcounty.com/commissioners/draft-legislation.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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

Sondra M. Blackiston
Clerk

PUBLISH: KCN 7/18/2024

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

July 16, 2024
Legislative Session Day

Legislative Session Day
July 16, 2024

**CODE HOME RULE
BILL NO. 6-2024**

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

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

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

INTRODUCED, read first time, July 16, 2024, ordered posted and public hearing scheduled on July 30, 2024, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of the time and place of the hearing and copies having been made available to the public and the press, a public hearing was held on July 30, 2024. Reported favorably [with][without] amendments; read a second time and ordered to be considered on August 6, 2024, a legislative session day.

A BILL ENTITLED CHR 6-2024 CLEAN ENERGY LOAN PROGRAM

SECTION 1. NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, that Chapter 152, Article VII, is hereby amended as follows:

ARTICLE VII CLEAN ENERGY LOAN PROGRAM

§152-30. Clean Energy Loan Program.

(A) Definitions. In this ~~subsection~~ **SUBTITLE**, the following words have the meanings indicated:

- (1) **"ACT" MEANS §§1-1101 ET. SEQ. OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED STATE CODE OF MARYLAND.**
- (2) "Clean Energy Financing Agreement" means an agreement between a property owner and a Clean Energy Lender providing for the terms and conditions of a Clean Energy Loan.
- (3) "Clean Energy Lender" means ~~a private lender providing a clean energy loan.~~ **A CAPITAL PROVIDER THAT PROVIDES LOANS TO PROPERTY OWNERS TO FINANCE QUALIFYING PROJECTS, APPROVED BY MARYLAND CLEAN ENERGY CENTER, AND SUCH CAPITAL PROVIDER'S SUCCESSORS, TRANSFERRESS, AND ASSIGNEES.**
- (4) "Clean Energy Loan" means any loan made by a **CLEAN ENERGY** ~~private~~ Lender to a property owner under the Clean Energy Loan Program.
- (5) "Clean Energy Loan Obligation" means all indebtedness and obligations of a property owner to a Clean Energy Lender under a Clean Energy Financing Agreement.
- (6) "Clean Energy Loan Program Administrator" means any person or entity selected by the County to manage the Clean Energy Loan Program.
- (7) "Commercial Property" ~~has the meaning stated in the Local Government Article, §§~~

~~1-1101 et. seq., of the State Code.~~ **THIS MEANS ANY REAL PROPERTY AS DEFINED IN THE ACT, INCLUDING RESIDENTIAL DWELLINGS CONTAINING MORE THAN FOUR SINGLE-DWELLING UNITS.**

- (8) "Property Owner" means ~~an~~ **THE** owner of **QUALIFIED** commercial property. ~~as defined in this subsection.~~
- (9) **"LOCAL GOVERNMENT ARTICLE" MEANS THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS IT MAY BE AMENDED.**
- (10) **"QUALIFYING PROJECTS" MEANS PROJECTS AS DEFINED IN THE ORDINANCE FOR KENT COUNTY.**
- (11) **"SURCHARGE" MEANS THE ASSESSMENT LEVIED BY THE COUNTY ON A PROPERTY OWNER'S PROPERTY TAX BILL TO COLLECT CLEAN ENERGY LOAN PROGRAM PAYMENTS OWED TO A CLEAN ENERGY LENDER BY THE PROPERTY OWNER AND COSTS OF ADMINISTERING THE CLEAN ENERGY LOAN PROGRAM IN ACCORDANCE WITH THE ACT AND AS AUTHORIZED BY THE COUNTY LEGISLATION.**
- (12) **"SURCHARGE LIEN" MEANS THE LIEN AUTOMATICALLY ESTABLISHED UPON THE COUNTY'S LEVY OF THE SURCHARGE ON THE PROPERTY TAX BILL.**
- (B) Program. There is a Clean Energy Loan Program to finance ~~energy efficiency projects and renewable energy projects with an electric generating capacity of not more than 100 kilowatts.~~ **QUALIFYING PROJECTS AS PROVIDED IN THE ACT.**
- (C) Rules and Regulations. The Director of Finance may adopt rules and regulations to administer the Clean Energy Loan Program consistent with this subtitle.
- (D) Program Administrator. The County Commissioners of Kent County may enter into an agreement with a private entity **OR STATE INSTRUMENTALITY** to administer the Clean Energy Loan Program.
- (E) Scope. Commercial property owners are eligible to participate in the Clean Energy Loan Program for non-accelerating loans greater than \$25,000.
- (F) Eligibility. In order to be eligible for a Clean Energy Loan, the property owner shall:
- (1) Have a 100% ownership interest in the property located in Kent County for which ~~improvements~~ **PROJECTS** are ~~being made;~~ **PROPOSED.**
 - (2) Demonstrate that the most recent property taxes, assessments, and charges on the property

have been paid;

- (3) Provide a copy of written notice to all current holders of a mortgage or deed of trust who have a priority recorded lien on the property and written proof of express consent to the Clean Energy Loan as a priority lien by all current holders of a mortgage or deed of trust on the property **THAT IS TO BE FINANCED UNDER THE CLEAN ENERGY LOAN PROGRAM**; and
- (4) Establish that the owner of the commercial property is able to repay the loan provided under the Clean Energy Loan Program, in a manner substantially similar to that required for a mortgage loan under §§ 12-127, 12-311, 12-409.1, 12- 925, and 12-1029 of the Commercial Law Article of the **ANNOTATED State Code OF MARYLAND**.

(G) Qualifying Improvements. The following improvements, either new or replacement, qualify as energy efficiency or renewable energy projects under the Clean Energy Loan Program:

- (1) ~~solar energy equipment~~; **ENERGY AND WATER EFFICIENCY PROJECTS**;
- (2) **RENEWABLE ENERGY PROJECTS INCLUDING BUT NOT LIMITED TO SOLAR ENERGY EQUIPMENT**, geothermal energy devices, **AND WIND ENERGY SYSTEMS**;
- (3) ~~wind energy systems~~; **ENVIRONMENTAL REMEDIATION PROJECTS, WHICH MEANS A PROJECT INTENDED TO REMOVE ENVIRONMENTAL OR HEALTH HAZARDS, AND INCLUDING PROJECTS THAT PROMOTE INDOOR AIR AND WATER QUALITY, ASBESTOS REMEDIATION, LEAD PAINT REMOVAL, AND MOLD REMEDIATION**;
- (4) ~~water conservation devices not required by law~~; **RESILIENCY PROJECTS, WHICH MEANS A PROJECT INTENDED TO INCREASE THE CAPACITY OF A PROPERTY TO WITHSTAND NATURAL DISASTERS AND THE EFFECTS OF CLIMATE CHANGE, INCLUDING FLOOD MITIGATION, STORMWATER MANAGEMENT, A PROJECT TO INCREASE FIRE OR WIND RESISTANCE, A PROJECT TO INCREASE THE CAPACITY OF A NATURAL SYSTEM, AN INUNDATION ADAPTATION PROJECT, ALTERNATIVE VEHICLE CHARGING INFRASTRUCTURE, AND ENERGY STORAGE; AND**
- (5) ~~Any construction, renovation or retrofitting of commercial property to reduce energy consumption, including, high efficiency lighting and building systems, heating ventilation air conditioning (hvac) upgrades, high efficiency boilers and furnaces, high efficiency hot water heating systems, combustion and burner upgrades, fuel switching, heat recovery and steam traps, building shell or envelope improvements, fenestration improvements, building energy management systems, and process equipment upgrades; and~~
- (6 5) Any other ~~improvement~~ **PROJECT** approved by the County or the Clean Energy Loan Program Administrator as qualifying ~~as an energy efficiency project or renew able energy~~

~~project.~~ **CONSISTENT WITH THE ACT.**

- (H) Qualifying Costs. A Clean Energy Loan may be used to pay for all costs incurred by a property owner in connection with the qualifying improvements, including, **BUT NOT LIMITED TO**, the cost of the energy audit; feasibility studies and reports; project management, design, installation, and construction of the qualifying ~~improvements~~ **PROJECTS**; commissioning; energy savings or performance guaranty or insurance; building accreditation; closing costs of the Clean Energy Loan; permitting fees; administrative fees; **AND** post-install evaluation, measurement ~~&~~ **AND** verification; ~~and~~; ~~building accreditation.~~

§152-31. Real Property Tax Surcharge.

- (A) Repayment of Loans. A property owner participating in the Clean Energy Loan Program shall repay the Clean Energy Loan through a surcharge on their real property tax bill. Upon receipt of written notice from the Clean Energy Loan Program Administrator of the execution of a Clean Energy Loan Financing Agreement, the County shall, within sixty (60) days from the date of the Clean Energy Loan Financing Agreement, add the surcharge to the tax property bill. The surcharge shall constitute a first lien on the property from the date it becomes payable until the unpaid surcharge and interest and penalties on the surcharge are paid in full, regardless of a change in ownership, whether voluntary or involuntary. A person or entity that acquires property subject to a surcharge assumes the obligation to pay such surcharge. The County may assign the surcharge lien to the Clean Energy Loan Program Administrator.
- (B) Calculation. The surcharge for a Clean Energy Loan shall include the Clean Energy Loan Obligation and any administrative costs incurred by the County which shall be the actual expenses incurred to administer the program.
- (C) Notice of Levy and Lien of Surcharge. Upon receiving written notice from the Clean Energy Loan Program Administrator of the execution of a Clean Energy Loan Financing Agreement, **THE PROPERTY OWNER SHALL EXECUTE AN AGREEMENT WITH THE COUNTY AND THE CLEAN ENERGY LENDER THAT WILL BE RECORDED IN THE LAND RECORDS OF KENT COUNTY.** Kent County shall promptly file the notice of levy and lien of surcharge in the Land Records, thereby providing notice to third parties. Such notice shall contain:
- (1) The date the Clean Energy Loan was made to the property owner and the property became subject to the surcharge;
 - (2) The term of the Clean Energy Loan and over which the surcharge will apply to the property;
 - (3) The Clean Energy Loan Obligation and estimated County administrative costs for the

first year;

- (4) The annual principal and interest amount for each year of the term of the Clean Energy Loan, including any partial year prorated amounts;
 - (5) Prepayment requirements and any prepayment premium that may apply to a prepayable Clean Energy Loan;
 - (6) Notice that the Clean Energy Loan Obligation and the County's administrative costs will be repaid through a surcharge included on the **PROPERTY** owner's real property tax bill due and payable on the same date as the real property tax bill;
 - (7) Notice that an unpaid Clean Energy Loan surcharge constitutes a first lien on the property that has priority over prior or subsequent liens in favor of private parties and that the surcharge will continue as a lien on the property from the date it becomes payable until the unpaid surcharge and interest and penalties on the surcharge are paid in full, regardless of a change in ownership of the property, whether voluntary or involuntary; and
 - (8) Notice that if payments of surcharges are not timely paid, the surcharge will be collectible as a tax lien through the tax sale process authorized under Tax-Property Article, Title 14, Subtitle 8 of the **ANNOTATED State Code OF MARYLAND** and in accordance with **THE CODE OF PUBLIC LOCAL LAWS OF KENT COUNTY, MARYLAND** §152-4 and that an overdue surcharge will be so collected, irrespective of whether real property taxes (or any other taxes, charges, or assessments) are due and owing.
- (D) Default. In the event of default on the Clean Energy Loan surcharge, the County shall be required to collect the lien pursuant to **THE CODE OF PUBLIC LOCAL LAWS OF KENT COUNTY, MARYLAND** §152-4, irrespective of whether property taxes (or any other taxes, charges, or assessments) are due and owing. The County shall not incur any liability to the Clean Energy Lender or others in the event of default.
- (E) Payment to Clean Energy Lender. The County shall have no ownership of the surcharges collected except for administrative costs provided under this subtitle. The Controller shall pay all surcharge payments in any calendar month to the applicable Clean Energy Lender or the Clean Energy Loan Program Administrator within **THIRTY (30)** days after the end of the month in which such amounts are collected. The County shall have no obligation to make payments to any Clean Energy Lender with respect to any Clean Energy Loan Obligation other than that portion of surcharge actually collected from a property owner for the repayment of a Clean Energy Loan. Payments received from a property owner shall be credited first to all County taxes, assessments, and charges.

§152-32. Financing.

- (A) **CLEAN ENERGY LENDERS, TERMS.** Clean Energy Loans may be provided by any private lender and a Clean Energy Financing Agreement may contain any terms agreed to by the Clean Energy Lender and the property owner, as permitted by law, for the financing of Clean Energy Loans. The County may not finance or fund any loan under the program, shall serve only as a program sponsor to facilitate loan repayment by including the surcharge on the County real property tax bill for the property, and shall incur no liability for the loan. **THE CLEAN ENERGY LOAN MUST BE REPAID OVER A TERM NOT TO EXCEED THE USEFUL LIFE OF THE PROJECT AS DETERMINED BY THE CLEAN ENERGY LOAN PROGRAM.**
- (B) **COUNTY ROLE. THE COUNTY'S ROLE IN THE CLEAN ENERGY LOAN PROGRAM IS LIMITED TO SPONSORING THE PROGRAM AND COLLECTING AND FORWARDING THE SURCHARGES IMPOSED UNDER THE PROGRAM. THE COUNTY MAY NOT PROVIDE CLEAN ENERGY LOANS OR OTHER FINANCING IN CONNECTION WITH THE CLEAN ENERGY LOAN PROGRAM.**

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

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

SECTION 4. **BE IT FURTHER ENACTED** by the County Commissioners of Kent County that this

Act shall take effect on the _____ day of _____, 2024.

Read Third Time _____

PASSED this _____ day of _____, 2024.

Failed of Passage _____

[SIGNATURES TO FOLLOW ON NEXT PAGE]

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

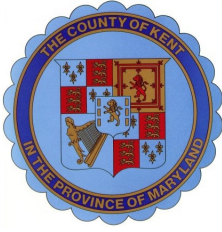
(SEAL)

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

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



**Dr. Clifford P. Coppersmith, President; Karen Smith, Vice President
Administrative Services; and Dr. David Harper, Vice President
Workforce and Academic Programs, Chesapeake College**

7/30/2024

County Commissioners Meeting

Item Summary:

Queen Anne's Technical Center - Revised Proposed Building Project

ATTACHMENTS:

Description

Queen Anne Technical Revised Scope Power Point 7.2024

QA Tech Data Sheet

07.30.24 Dr. Clifford Coppersmith, President, Chesapeake College, Support for Letter of Intent Technical Building Project

07.24.24 County Council of Talbot County

Queen Anne's Technical Building Revised Scope

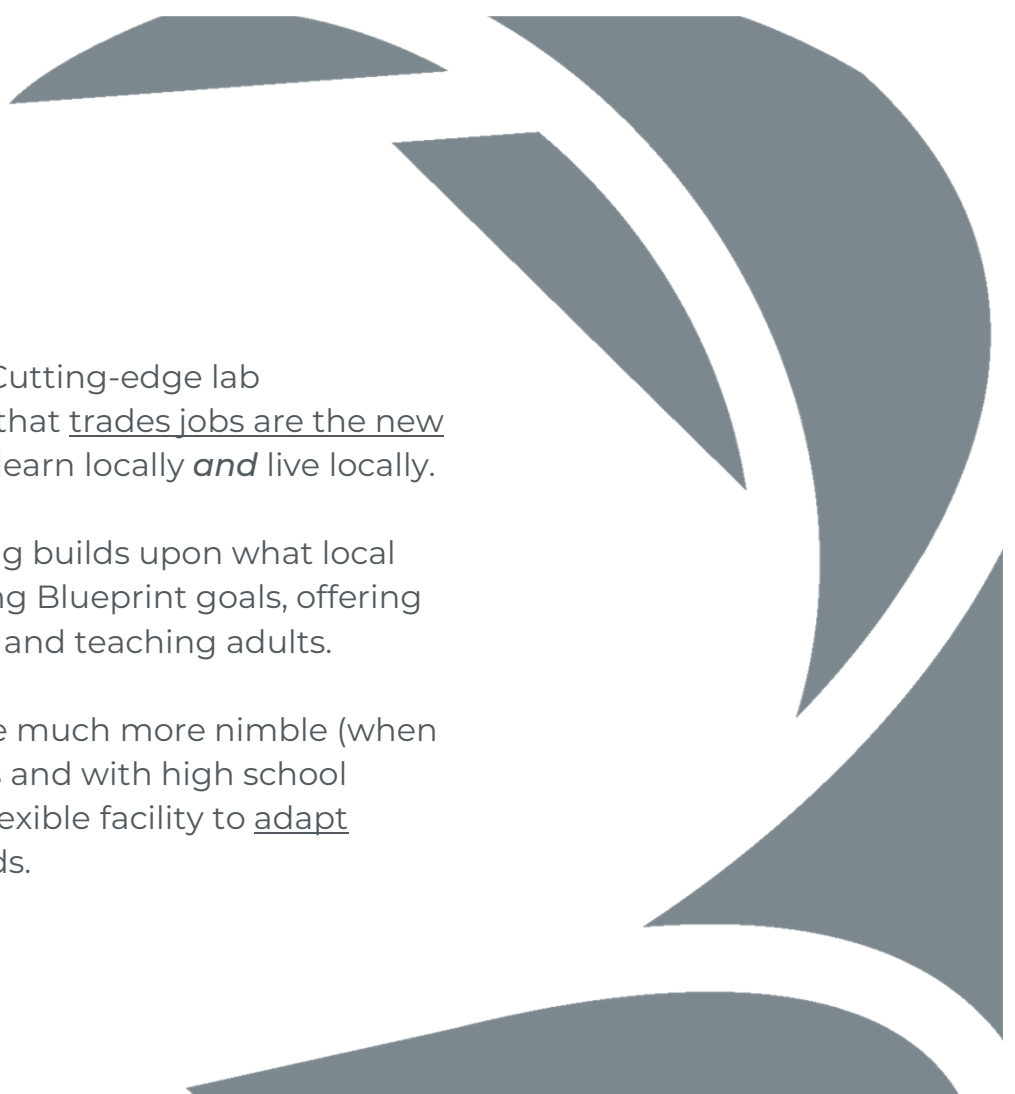


**Local Focus,
Regional Benefit**



Local Focus

- **Partnership:** Programs are planned and directed together with local business & industry leaders.
- **Expansion:** This project complements local (K-12) Career & Technical Education. The facility can serve Dual Enrollment classes for high school students, helping achieve MD Blueprint goals. It can also serve adult students and incumbent workers.
- **Work-Readiness:** Every program offers industry certifications leading to local jobs.



Regional Benefit

- **Inspiration for students and families:** Cutting-edge lab technology will help send the message that trades jobs are the new technology jobs. That means locals can learn locally *and* live locally.
- **Capacity:** Complementary programming builds upon what local CTE centers do, both in terms of attaining Blueprint goals, offering next-level curriculum and certifications, and teaching adults.
- **Agility:** Workforce programming can be much more nimble (when compared with traditional credit classes and with high school curriculum), allowing this deliberately-flexible facility to adapt rapidly to changes in local industry needs.



Scope & Funding Overview

ORIGINAL SCOPE & PHASE I FOOTPRINT COMPARISON (SQUARE FOOTAGE)

	Original Program Statement	Phase I
NASF	52,087	36,324
GSF	89,805	63,000

PHASE ONE PROJECT FOOTPRINT DETAIL (SQUARE FOOTAGE)

Functional Areas	Approved	Projected	Total
(Fixed Spaces)			
Agriculture	1,515		
Electrical	3,641		
Welding & Fabrication	5,945	5,188	
(Flexible Spaces)			
HVAC	557		
Advanced Manufacturing	3,067	2,939	
Construction Trades – Carpentry	1,917	2,300	
Construction Trades – Masonry	1,917		
(Other Spaces)			
Center for Innovation & Entrepreneurship	2,300		
Student resources, lounge, lockers, vending	400		
Office space	4,638		
Totals	25,897	10,427	36,324

BUDGET SUMMARY OF STATE & LOCAL FUNDING

	State Funding	Local Funding	Total Funding
Design	\$2,857,680	\$952,560	\$3,810,240
Construction & Contingency	\$35,721,000	\$11,907,000	\$42,628,000
Furniture & Equipment	\$3,750,000	\$1,250,000	\$5,000,000
Total	42,328,680	\$14,109,560	\$56,438,240
*Local construction Costs include design review payment to the State of MD			

COUNTY SHARE, FY26, FY27, FY28, & TOTALS

	Share	FY26 (Design)	FY27 (Construction)	FY28 (Furniture & Equipment)	Local Funding Total
Caroline Dorchester Kent Queen Anne's Talbot	19.3%	\$183,844.08	\$2,298,051	\$241,250	\$2,723,145.08
	18.9%	\$180,033.84	\$2,250,423	\$236,250	\$2,666,706.84
	11.1%	\$105,734.16	\$1,321,677	\$138,750	\$1,566,161.16
	28.9%	\$275,289.84	\$3,441,123	\$361,250	\$4,077,662.84
	21.8%	\$207,658.08	\$2,595,726	\$272,500	\$3,075,884.08
		\$952,560.00	\$11,907,000	\$1,250,000	\$14,109,560.00
*FY27 Construction includes Design Review & Contingency					



Flexible Space Possibilities



Lake Michigan College



Kellogg Community College



Lansing Community College



Humber Community College





Assiniboine College



dzwignice.info



Tiny Bit of School, Mid-Michigan



**Revised program/project
submissions due to
Maryland Higher
Education Commission
(MHEC) August 2024**



Questions?

Thank you



Queen Anne's Technical Building – Revised Scope

Chesapeake College continues to work with State agencies (MHEC, DBM, and DGS) to revise the proposed Queen Anne's Technical project for economy and sustainability. We expect to have the project included for approval (Phase 1) in the FY 2026 Community College Capital Budget. Phase 1 of the project plan will accommodate current and new Trades programs while supporting enrollment projections and allowing for growth. Phase I will be followed by an anticipated Phase 2, which will include Marine Trades and other future programs.

Programs listed below in the "Project Footprint Detail" demonstrate that this project will enable us to work together to better support vitally important trades and industries, inspiring students and hopefully attracting new economic investment in the region.

ORIGINAL SCOPE & PHASE I FOOTPRINT COMPARISON (SQUARE FOOTAGE)

	Original Program Statement	Phase I
NASF	52,087	36,324
GSF	89,805	63,000

PHASE ONE PROJECT FOOTPRINT DETAIL (SQUARE FOOTAGE)

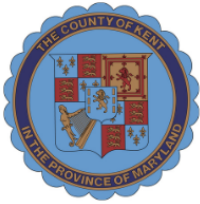
Functional Areas	Approved	Projected	Total
(Fixed Spaces)			
Agriculture	1,515		
Electrical	3,641		
Welding & Fabrication	5,945	5,188	
(Flexible Spaces)			
HVAC	557		
Advanced Manufacturing	3,067	2,939	
Construction Trades – Carpentry	1,917	2,300	
Construction Trades – Masonry	1,917		
(Other Spaces)			
Center for Innovation & Entrepreneurship	2,300		
Student resources, lounge, lockers, vending	400		
Office space	4,638		
Totals	25,897	10,427	36,324

BUDGET SUMMARY OF STATE & LOCAL FUNDING

	State Funding	Local Funding	Total Funding
Design	\$2,857,680	\$952,560	\$3,810,240
Construction & Contingency	\$35,721,000	\$11,907,000	\$42,628,000
Furniture & Equipment	\$3,750,000	\$1,250,000	\$5,000,000
Total	42,328,680	\$14,109,560	\$56,438,240
*Local construction Costs include design review payment to the State of MD			

COUNTY SHARE, FY26, FY27, FY28, & TOTALS

	Share	FY26 (Design)	FY27 (Construction)	FY28 (Furniture & Equipment)	Local Funding Total
Caroline	19.3%	\$183,844.08	\$2,298,051	\$241,250	\$2,723,145.08
Dorchester	18.9%	\$180,033.84	\$2,250,423	\$236,250	\$2,666,706.84
Kent	11.1%	\$105,734.16	\$1,321,677	\$138,750	\$1,566,161.16
Queen Anne's	28.9%	\$275,289.84	\$3,441,123	\$361,250	\$4,077,662.84
Talbot	21.8%	\$207,658.08	\$2,595,726	\$272,500	\$3,075,884.08
		\$952,560.00	\$11,907,000	\$1,250,000	\$14,109,560.00
*FY27 Construction includes Design Review & Contingency					



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

July 30, 2024

DRAFT

Dr. Clifford Coppersmith, President
Chesapeake College
1000 College Circle
P.O. Box 8
Wye Mills, MD 21679

RE: Support – Chesapeake College Queen Anne’s Technical Building - Project

Dear Dr. Coppersmith:

Thank you for the opportunity to comment on your capital project request for a new technical building. We were excited to hear your enthusiasm for the project and your commitment to work in partnership with Kent County Public Schools to enhance student opportunities. We also recognize your responsible stewardship of Chesapeake College and its mission. If additional State funding becomes available, we respectfully request those additional dollars be applied to each county’s local cost share of the project.

We are pleased to offer the enclosed Letter of Intent to Maryland Community Colleges for the Chesapeake College Queen Anne’s Technical Building – Project.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

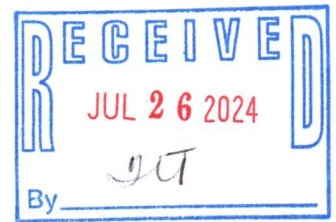
Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

KCC/smb

Enclosure: Original Letter of Intent to Maryland Community Colleges for the Chesapeake College Queen Anne’s Technical Building – Project



COUNTY COUNCIL OF TALBOT COUNTY

COURT HOUSE
11 N. WASHINGTON STREET
EASTON, MARYLAND 21601-3178
PHONE: 410-770-8001
FAX: 410-770-8007
TTY: 410-822-8735
www.talbotcountymd.gov

CHUCK F. CALLAHAN, President
PETE LESHER, Vice President

KEASHA N. HAYTHE
LYNN L. MIELKE
DAVE STEPP

July 24, 2024

Daniel D. Schuster
Finance Policy Analyst
Maryland Higher Education Commission
6 North Liberty Street, 10th Floor
Baltimore, MD 21201

RE: Chesapeake College – Queen Anne’s Technical Center Project

Dear Mr. Schuster:

At the Talbot County Council meeting held on July 23, 2024, Dr. Clifford Coppersmith, President, Chesapeake College, provided a presentation on the Queen Anne’s Technical Center project. At the conclusion of the presentation the Council voted unanimously to submit this letter of intent assuring the Maryland Higher Education Commission that Talbot County intends to provide the local share of funds to design, construct and equip the project.

The Council enthusiastically supports this critically important project which will provide training in various trades resulting in a direct economic impact on our region and provide opportunities for our citizens in the labor market.

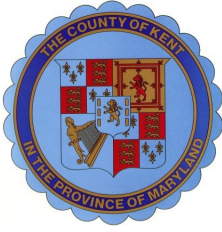
Should you have any questions or concerns, please contact Clay Stamp, Talbot County Manager at (410) 770-8010.

Sincerely,
COUNTY COUNCIL OF TALBOT COUNTY

Chuck F. Callahan, President

CFC/jkm

Cc: The Honorable John Mautz
The Honorable Christopher Adams
The Honorable Tom Hutchinson
Caroline County Commissioners
Dorchester County Council
Kent County Commissioners
Queen Anne’s County Commissioners



New Tractor w/ A-Boom Machete 7/30/2024 County Commissioners Meeting

Item Summary:

Sourcewell Contract, Purchase Authorization

ATTACHMENTS:

Description

Cover Sheet

07.30.24 Sourcewell Atlantic Tractor Quote ID 31338087 Alamo Machete-3 \$89,763.90 and Quote ID 31305254 \$120,2028.04

A Boom Tractor Purchase





JOHN DEERE

d.

Atlantic Tractor
We live it.

Quote Id: 31338087

7-16-24

Prepared For:
KENT COUNTY COMMISSIONERS

Prepared By: **Spencer Bill**

Atlantic Tractor LLC
621 Morgnec Road
Chestertown, MD 21620

Tel: 410-778-3464

Fax: 410-778-2870

Email: bspencer@atjd.net

Date: 16 July 2024

Offer Expires: 31 July 2024

Confidential



Quote Summary

Prepared For:

KENT COUNTY COMMISSIONERS
400 HIGH ST 2ND FL
CHESTERTOWN, MD 21620
Business: 410-778-7407
VQUINN@KENTGOV.ORG

Prepared By:

Spencer Bill
Atlantic Tractor LLC
621 Morgnac Road
Chestertown, MD 21620
Phone: 410-778-3464
bspencer@atjd.net

Pricing is based upon Sourcwell Contract # AI 070821-AGI

Quote Id: 31338087
Created On: 16 July 2024
Last Modified On: 16 July 2024
Expiration Date: 31 July 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
ALAMO MACHETE-3	\$ 104,838.00	\$ 89,763.90 X	1 =	\$ 89,763.90
Equipment Total				\$ 89,763.90

Quote Summary

Equipment Total	\$ 89,763.90
SubTotal	\$ 89,763.90
Est. Service Agreement Tax	\$ 0.00
Total	\$ 89,763.90
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 89,763.90

Salesperson : X

Bill Sp

Accepted By : X

07/30/24

Ronnie



JOHN DEERE

Selling Equipment

Atlantic Tractor
We Live It.

Quote Id: 31338087

Customer: KENT COUNTY COMMISSIONERS

ALAMO MACHETE-3				
Hours:	0			Suggested List
Stock Number:				\$ 104,838.00
				Selling Price
				\$ 89,763.90
Code	Description	Qty	Unit	Extended
04862233	22' Machete 3 Boom for MY2020-6110M/6120M 4wd tractors	1	\$ 64,380.00	\$ 64,380.00
Standard Options - Per Unit				
02982002	Factory Mounting	1	\$ 10,832.00	\$ 10,832.00
02988177	Mounted Pulley Kit	1	\$ 0.00	\$ 0.00
02994921	Wire Harness Adapter	1	\$ 0.00	\$ 0.00
008888190	Freight Add to Invoice	1	\$ 4,344.00	\$ 4,344.00
32121496	60" Severe Duty Rotary, Blade Bar	1	\$ 25,282.00	\$ 25,282.00
32121681	22' Mount Kit, C4 6110M/6120M, Tier 4B, MY2020-	1	\$ 0.00	\$ 0.00
	Standard Options Total			\$ 40,458.00
	Suggested Price			\$ 104,838.00
Customer Discounts				
	Customer Discounts Total		\$ -15,074.10	\$ -15,074.10
Total Selling Price				\$ 89,763.90

Alamo Group Texas LLC- Alamo Industrial

Road right-of-way maintenance equipment

#070821-AGI

Maturity Date: 8/9/2025

Website: alamo-industrial.com/government 

Products & Services

Products & Services

Sourcewell contract 070821-AGI gives access to the following types of goods and services:

- Mid- & rear-mount boom mowers
- Hydraulic flex-wing rotary mowers
- Rear- & side-mount flail mowers
- Side-mount rotary mowers
- Side-mount sickle bar mowers
- Flail, rotary, & specialty heads
- Tractor & mower turnkeys
- Remote-controlled slope mowers
- OEM replacement & service parts
- Operator safety training

Locate your local dealer or representative 

(nongovernment site)

Buy Sourcewell

Login to unlock more
contract features.

Username

Username

Password

Password

Log In

Forgot username or password?



Setup Buy Sourcewell access

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-480-0542.

Search Suppliers & Contracts

General Contracts

eziQC Contracts

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ALAMO INDUSTRIAL

Limited Warranty

1. Limited Warranties

- 1.01. Alamo industrial warrants for one year from the purchase date to the original non-commercial, governmental, or municipal purchaser ("purchaser") and warrants for six months to the original commercial or industrial purchaser ("purchaser") that the goods purchased are free from defects in material or workmanship.
- 1.02. Manufacturer will replace for the purchaser any part or parts found, upon examination at one of its factories, to be defective under normal use and service due to defects in material or workmanship.
- 1.03. This limited warranty does not apply to any part of the goods which has been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damaged due to lack of maintenance or use of wrong fuel, oil, or lubricants, or which has served its normal life. This limited warranty does not apply to any part of any internal combustion engine, or expendable items such as blades, shields, guards, or pneumatic tires except as specifically found in your operator's manual.
- 1.04. Except as provided herein, no employee, agent, dealer, or other person is authorized to give any warranties of any nature on behalf of manufacturer.

2. Remedies and Procedures

- 2.01. This limited warranty is not effective unless the purchaser returns the registration and warranty form to manufacturer within 30 days of purchase.
- 2.02. Purchaser claims must be made in writing to the authorized dealer ("dealer") from whom purchaser purchased the goods or an approved authorized dealer ("dealer") within 30 days after purchaser learns of the facts on which the claim is based.
- 2.03. Purchaser is responsible for returning the goods in question to the dealer.
- 2.04. If after examining the goods and/or parts in question, manufacturer finds them to be defective under normal use and service due to defects in material or workmanship, manufacturer will:
 - (A) repair or replace the defective goods or part(s) or
 - (B) reimburse purchaser for the cost of the part(s) and reasonable labor charges (as determined by manufacturer) if purchaser paid for the repair and/or replacement prior to the final determination of applicability of the warranty by manufacturer. The choice of remedy shall belong to manufacturer.
- 2.05. Purchaser is responsible for any labor charges exceeding a reasonable amount as determined by manufacturer and for returning the goods to the dealer, whether or not the claim is approved. Purchaser is responsible for the transportation cost for the goods or part(s) from the dealer to the designated factory.

3. Limitation of Liability

- 3.01. Manufacturer disclaims any express (except as set forth herein) and implied warranties with respect to the goods including, but not limited to, merchantability and fitness for a particular purpose.
- 3.02. Manufacturer makes no warranty as to the design, capability, capacity, or suitability for use of the goods.
- 3.03. Except as provided herein, manufacturer shall have no liability or responsibility to purchaser or any other person or entity with respect to any liability, loss, or damage caused or alleged to be caused directly or indirectly by the goods including, but not limited to, any indirect, special, consequential, or incidental damages resulting from the use or operation of the goods or any breach of this warranty. Notwithstanding the above limitations and warranties, manufacturer's liability hereunder for damages incurred by purchaser or others shall not exceed the price of the goods.
- 3.04. No action arising out of any claimed breach of this warranty or transactions under this warranty may be brought more than two (2) years after the cause of action has occurred.

4. Miscellaneous

- 4.01. Proper venue for any lawsuits arising from or related to this limited warranty shall be only in Guadalupe County, Texas.
- 4.02. Manufacturer may waive compliance with any of the terms of this limited warranty, but no waiver of any terms shall be deemed to be a waiver of any other term.
- 4.03. If any provision of this limited warranty shall violate any applicable law and is held to be unenforceable, then the invalidity of such provision shall not invalidate any other provisions herein.
- 4.04. Applicable law may provide rights and benefits to purchaser in addition to those provided herein.

Keep for your records

Attention: Purchaser should fill in the blanks below for his reference when buying repair parts and/or for proper machine identification when applying for warranty.

Alamo Industrial Implement Model _____ Serial Number _____
Date Purchased _____ Dealer _____

Attention:
Read your operator's manual



ALAMO INDUSTRIAL
1502 E. Walnut
Seguin, Texas 78155
830-379-1480



JOHN DEERE

7-16-24

C

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513

For any questions, please contact:

Spencer Bill

Atlantic Tractor LLC
621 Morgnec Road
Chestertown, MD 21620

Tel: 410-778-3464

Fax: 410-778-2870

Email: bspencer@atjd.net

- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE

Atlantic Tractor
We Live It.

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Atlantic Tractor LLC
621 Morgnec Road
Chestertown, MD 21620
410-778-3464
admin.cly@atjd.net

Quote Summary

Prepared For:

KENT COUNTY COMMISSIONERS
400 HIGH ST 2ND FL
CHESTERTOWN, MD 21620
Business: 410-778-7407
VQUINN@KENTGOV.ORG

Delivering Dealer:

Atlantic Tractor LLC
Spencer Bill
621 Morgnec Road
Chestertown, MD 21620
Phone: 410-778-3464
bspencer@atjd.net

Kent County - Sourcewell Account # 26260

Quote ID: 31305254

Created On: 10 July 2024

Last Modified On: 16 July 2024

Expiration Date: 15 August 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 6110M Cab Tractor	\$ 157,789.52	\$ 120,208.04 X	1 =	\$ 120,208.04

Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)

Price Effective Date: July 9, 2024

Equipment Total **\$ 120,208.04**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 120,208.04

Trade In

SubTotal **\$ 120,208.04**

Est. Service \$ 0.00

Agreement Tax

Total \$ 120,208.04

Down Payment (0.00)

Rental Applied (0.00)

Balance Due **\$ 120,208.04**

Salesperson : X _____

Accepted By : X

Ronnie Jackson
07/30/24



JOHN DEERE

Selling Equipment

Atlantic Tractor
We Live It.

Quote Id: 31305254

Customer Name: KENT COUNTY COMMISSIONERS

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Atlantic Tractor LLC
621 Morgnec Road
Chestertown, MD 21620
410-778-3464
admin.cly@atjd.net

JOHN DEERE 6110M Cab Tractor

Hours:

Suggested List *

Stock Number:

\$ 157,789.52

Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG
70)

Selling Price *

\$ 120,208.04

Price Effective Date: July 9, 2024

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
4227L	6110M Cab Tractor	1	\$ 143,763.00	24.00	\$ 34,503.12	\$ 109,259.88	\$ 109,259.88
Standard Options - Per Unit							
183E	JDLink™ Modem	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
185A	Less Subscription	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	No package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1437	PowrQuad™ PLUS 16F/16R - 30 km/h	1	\$ -2,803.00	24.00	\$ -672.72	\$ -2,130.28	\$ -2,130.28
1755	Less ISOBUS/Display Preparation	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2084	6M Cab - Economy Cab with RH Console	1	\$ 2,915.00	24.00	\$ 699.60	\$ 2,215.40	\$ 2,215.40
2142	Standard Seat	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirrors - Manual Telescopic	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2665	Standard Radio	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3223	Hydraulic Pump - 114 l/min	1	\$ 2,534.00	24.00	\$ 608.16	\$ 1,925.84	\$ 1,925.84
3319	2 Mechanical SCVs (2 SCVs 200 Series)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3820	Rear PTO - 540/1000 rpm	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4120	Draft Links with Telescopic Ball End - Category 2	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4210	Center Link with Ball End - Category 2	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Blocks	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Flange-Type Rear Axle	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE

Selling Equipment

Atlantic Tractor
We Live It.

Quote Id: 31305254

Customer Name: KENT COUNTY COMMISSIONERS

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:Atlantic Tractor LLC
621 Morgnec Road
Chestertown, MD 21620
410-778-3464
admin.cly@atjd.net

5093	2-Position Steel Wheels	1	\$ -772.00	24.00	\$ -185.28	\$ -586.72	\$ -586.72
5237	Rear Wheels 480/80R38 - Special Profile	1	\$ 4,765.00	24.00	\$ 1,143.60	\$ 3,621.40	\$ 3,621.40
5915	Rear and Front Tire Brand - Nokian	1	\$ 242.00	24.00	\$ 58.08	\$ 183.92	\$ 183.92
6045	4WD Front Axle - Unsuspending	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6092	Adjustable Steel Wheels	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6237	Front Wheels 440/80R24 - Special Profile	1	\$ 1,965.00	24.00	\$ 471.60	\$ 1,493.40	\$ 1,493.40
7702	Shipment Preparation - by Ship Overseas	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8002	Toolbox	1	\$ 119.00	24.00	\$ 28.56	\$ 90.44	\$ 90.44
8300	Cold Start Package I	1	\$ 481.00	24.00	\$ 115.44	\$ 365.56	\$ 365.56
8380	Preparation for Front Auxiliary Drive	1	\$ 899.00	24.00	\$ 215.76	\$ 683.24	\$ 683.24
8437	Drawbar flat version	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8725	Beacon Light	1	\$ 313.00	24.00	\$ 75.12	\$ 237.88	\$ 237.88
8747	Battery 12 V/174 AH	1	\$ 176.00	24.00	\$ 42.24	\$ 133.76	\$ 133.76
8763	Heavy Duty Rear Wheel Brakes	1	\$ 190.00	24.00	\$ 45.60	\$ 144.40	\$ 144.40
8782	Backup Alarm	1	\$ 713.00	24.00	\$ 171.12	\$ 541.88	\$ 541.88
Standard Options Total			\$ 11,737.00		\$ 2,816.88	\$ 8,920.12	\$ 8,920.12
Technology Options/Non-Contract/Open Market							
1801	No AutoTrac™ Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BL15522	Bottle/Cup Holder	1	\$ 60.50	24.00	\$ 14.52	\$ 45.98	\$ 45.98
TY27545	Cat II Quick Hitch	1	\$ 1,029.02	24.00	\$ 246.96	\$ 782.06	\$ 782.06
AT-01	Fill Left Rear Tire with Rim Guard	1	\$ 1,200.00	0.00	\$ 0.00	\$ 1,200.00	\$ 1,200.00
Dealer Attachments Total			\$ 2,289.52		\$ 261.48	\$ 2,028.04	\$ 2,028.04
Value Added Services			\$ 0.00			\$ 0.00	\$ 0.00
Total							
Total Selling Price			\$		\$ 37,581.48	\$	\$
			157,789.52			120,208.04	120,208.04

Deere and Company

Agricultural tractors

#082923-DAC

Maturity Date: 10/11/2027

Website: deere.com/state-and-local-purchasing 

Products & Services



Products & Services

Sourcewell contract 082923-DAC gives access to the following types of goods and services:

- Large frame agricultural tractors & attachments
- Material handling attachments
- Rotary cutters
- Combines
- Cotton
- Hay & forage equipment
- Tillage equipment
- Planting & seeding equipment
- Self propelled sprayers
- Ag management solutions
- Frontier implements & attachments

Locate your local dealer or representative 

(nongovernment site)

Buy Sourcwell

Login to unlock more
contract features.

Username

Password

Log In

Forgot username or password?



Setup Buy Sourcwell access [☐](#)

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcwell-mn.gov or 877-480-0542.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

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**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, harvesting, and application Equipment which may have a delayed warranty start date, but only if established by John Deere and noted by Selling Dealer on the Purchase Order). Included in 5E Series Tractor and Compact Utility Tractor **Powertrain Warranty** - Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. **Powertrain**: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). **SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES**: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Heavy Duty Land Leveling applications exceeding 150 hours per year (except 9R Series Tractors factory equipped with required option codes and tire specifications for Heavy Duty Land Leveling, as specified in the Operators Manual). Contact Selling Dealer for additional information.	90 Days
Scraper Special Tractors	24 Months or 2000 Hours, Whichever Comes First
5E Series Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on 5E Series Tractors (components as per B above)	a) 60 Months or 2000 Hours, Whichever Comes First
Scrapers	6 Months for MY14 and earlier 12 Months for D Series and MY15 and later
Frontier™ Equipment	12 months
Sugar Cane Harvesters and Loaders	12 months or 1500 hours, Whichever Comes First
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Premium Round Balers 469, 569, 460R, 560R	24 Months or 12,000 bales, Whichever Comes First; First 12 Months, No Bale Limitation
Large Square Balers	12 Months, No Bale Limitation
a) Powertrain on Large Square Balers	a) 24 Months or 20,000 bales, Whichever Comes First
Hagie Manufacturing Company LLC Sprayers and Detasslers	24 Months or 1000 Hours, Whichever Comes First
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered in months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z335E, Z345M, Z345R, Z355E, Z355R, Z365R, Z375R Series ZTrak™ Mowers, Z525E ZTrak™ Mowers, and 100 Series Tractors**	24 Months or 120 Hours, Whichever Comes First
2) 200 Series Tractors, Z315E, Z325E, Z320M, Z320R, Z330M, Z330R, and Z370R Series ZTrak™ Mowers**	36 Months or 200 Hours, Whichever Comes First
3) X300 Series Tractors, Z515E, and Z500M Series ZTrak™ Mowers**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors, Z700E, and Z500R Series ZTrak™ Mowers**	48 Months or 500 Hours, Whichever Comes First
5) X700 Series Tractors**	48 Months or 700 Hours, Whichever Comes First
6) Z700M Series ZTrak™ Mowers**	48 Months or 750 Hours, Whichever Comes First
7) Z700R Series ZTrak™ Mowers**	48 Months or 1000 Hours, Whichever Comes First
8) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential – Personal Use or 90 Days in Any Other Application
9) Wide Area Mowers, Front Mower Traction Units and Mower Decks, QuikTrak™ Mowers, and M Series Commercial Walk Behind Mowers	24 Months
10) Z900B, Z900E, Z900M Series ZTrak™ Mowers, and R Series Commercial Walk Behind Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
11) Z997R, Z900A Series, and Z900R Series ZTrak™ Mowers	36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
12) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	a) 72 Months or 2000 Hours, Whichever Comes First
b) Compact Utility Tractor Loaders D120, 120E, 120R, 220R, 300E, 300R, 320R, 400E, 440R	b) 24 Months
13) GATOR™ Utility Vehicles	12 Months or 1000 Hours, Whichever Comes First
14) Except as provided above, all other Implements/Attachments sold separately or purchased on the same Purchase Order as Equipment listed in 9 through 13	12 Months
15) All other Turf & Utility Equipment	24 Months in Private Residential - Personal Use or 12 Months in Any Other Application

**Implements/Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Implements/Attachments purchased separately will be covered by the warranty term on line 14.

C. (I) ITEMS COVERED SEPARATELY – (1) Tires - contact manufacturer for warranty terms and conditions, (2) Rubber track belts, elastomeric coated wheels (drive wheels, idlers, mid-rollers) and batteries - contact Selling Dealer for warranty terms and conditions (note: terms of warranties on these parts may be less than Equipment warranty), (3) When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications, modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper

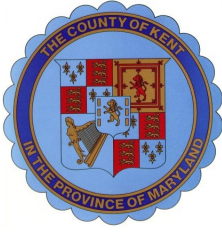
maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an Authorized Dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).



Preparation of Water & Sewer Standards 7/30/2024 County Commissioners Meeting

Item Summary:

Proposal for Water & Sewer Standards

ATTACHMENTS:

Description

Cover Sheet

Megan B. Owings and Paul C. Bramble, David A. Bramble, Inc. Millington WWTP Supplemental Funding Support Letter



Rural Maryland Economic Development Fund

Professional Services Agreements:

1. Water Capacity Preliminary Engineering Study
2. Water / Sewer Rate & Allocation Fee Study
3. Water & Sewer Standards

DAVID A. BRAMBLE, INC. *General Contractors*

(410)778-3023 * (410)778-3427 (FAX) * 705 MORGNEC ROAD * P. O. BOX 419 * CHESTERTOWN, MD 21620

July 23, 2024

Mr. Ronald H. Fithian, President
County Commissioners of Kent County Maryland
400 High Street
Chestertown, MD 21620



RE: Millington WWTP Supplemental Funding

Dear President Fithian and County Commissioners:

On behalf of David A. Bramble, Inc., we write expressing our support of the use of the supplemental Rural Maryland Economic Development Funds (RMEDF) in the amount of \$250,000 to be utilized for the following projects:

Water Capacity Preliminary Engineering Study, \$40,500: This study will provide a review of existing public water supply capacity and improvements to serve the projected development as a result of the wastewater treatment plant relocation and expansion.

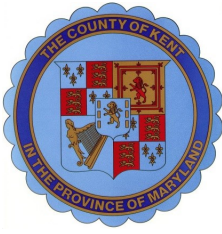
Water/Sewer Rate Allocation Fee Study, \$44,720: This study will update and develop projections for establishing the allocation fees for new connections to public water and sewer facilities to assist with the financing of the project.

Preparation of Water and Sewer Standard Specifications, \$92,090: The project will develop uniform standards for the construction of water and sewer infrastructure in the Town and County in response to the potential for significant development so that the extension of water supply and sewer conveyance facilities to be constructed by developers is consistent and reliable.

These projects are intended to provide valuable information that potential developers have requested to begin planning for their development projects.

Sincerely,


Megan B. Owings
Paul C. Bramble



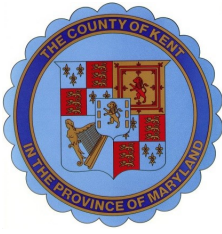
Water Capacity Preliminary Engineering Study 7/30/2024 County Commissioners Meeting

Item Summary:

Millington Sewer Service Area Water System Improvements

ATTACHMENTS:

Description



Water & Sewer Rate and Allocation Fee Study
7/30/2024
County Commissioners Meeting

ATTACHMENTS:

Description

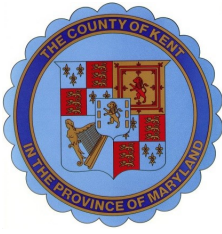
Cover Sheet



Rural Maryland Economic Development Fund

Professional Services Agreements:

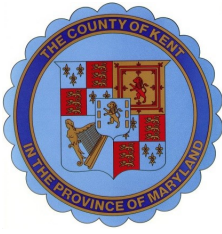
1. Water Capacity Preliminary Engineering Study
2. Water / Sewer Rate & Allocation Fee Study
3. Water & Sewer Standards



**Recapture of Sewer Allocations - Millington Service Area
7/30/2024
County Commissioners Meeting**

ATTACHMENTS:

Description



Water and Sewer Bill Fee Assessments 7/30/2024 County Commissioners Meeting

Item Summary:

In Kind Response

ATTACHMENTS:

Description

07.23.24 Cindy Golding, Water and Sewer Bill Fee Assessments



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

July 23, 2024

Cindy Golding
21340 Persimmon Drive
Chestertown, MD 21620

Re: Water and Sewer Bill Fee Assessments

Dear Ms. Golding:

In response to your letter received on July 19, 2024, we are sympathetic to your circumstances and situation. Our rates are set with the hopes of having a minimal impact on our residents. However, the budgeted rate is necessary to maintain the infrastructure and equipment, which helps ensure that you receive quality services. We appreciate you taking the time to relay your concerns to the County Commissioners of Kent County and providing us with your input regarding this matter.

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

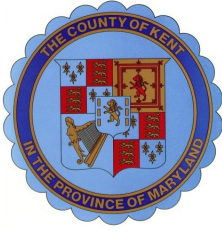

Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

KCC/ltc

cc: Dan Mattson, Director, Department of Public Works
Pat Merritt, Chief Finance Officer, Finance Department



Kathryn Dilley, Executive Director, Mid Shore Behavioral Health
7/30/2024
County Commissioners Meeting

Item Summary:

Board of Directors Appointment

ATTACHMENTS:

Description

Terwana Brown Board Appointment Letter For Kent County



MID SHORE BEHAVIORAL HEALTH

28578 Mary's Court, Suite 1
Easton, MD 21601
Office: 410-770-4801
Fax: 410-770-4809

Date: 7/23/2024

Tonya Thomas
Kent County Secretary of
Appointments

Dear Tonya,

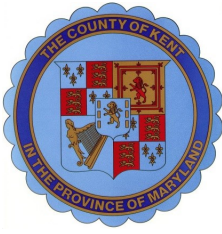
The Board of Directors of Mid Shore Behavioral Health, Inc. is pleased to extend an appointment to Terwana Brown, to serve on the Board of Directors. The term of this appointment is November 1, 2024 through October 31, 2028.

Terwana Brown
114 S. Lynchburg Street, Suite D, Chestertown, MD 21620

Your continued support of Mid Shore Behavioral Health, Inc. and Maryland's Public Behavioral Health System is appreciated.

Sincerely,

Kathryn Dilley, LCSW-C
Executive Director
410-770-4801 ext. 313

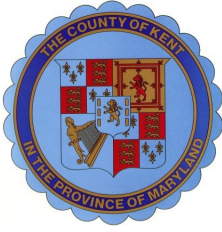


**Citizen Interest Form Received For Board of Library Trustees
7/30/2024
County Commissioners Meeting**

Item Summary:

ATTACHMENTS:

Description



Procedures For Public Comment 7/30/2024 County Commissioners Meeting

ATTACHMENTS:

Description

07.30.24 Public Comments Sign In Sheet

Procedures for Public Comment

**PUBLIC COMMENTS
SIGN IN SHEET
July 30, 2024**

NAME (please print)	ADDRESS	TOPIC

ADDITIONAL SPACES PROVIDED ON BACK SIDE, PLEASE FLIP OVER.



Office of The County Commissioners

Press and Public Comments

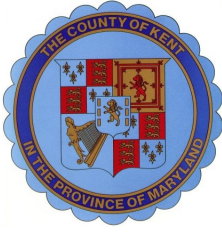
Time is allotted at the end of each meeting for the Commissioners to receive comments from the public. Anyone interested in speaking must sign up on the provided Public Comment sign-up sheet located on the table inside the meeting room.

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



**Jacob R. Day, Secretary, Maryland Department of Housing and
Community Development**

7/30/2024

County Commissioners Meeting

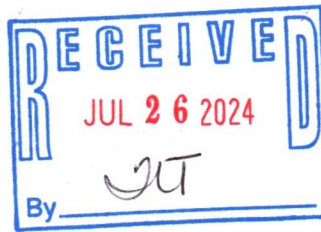
Item Summary:

Passage Of House Bill 2 Chapter 277 Property Taxes - Authority of Counties

ATTACHMENTS:

Description

07.16.24 Maryland Department of Housing and Community Development Notice of Special Rates



WES MOORE
Governor
ARUNA MILLER
Lt. Governor
JACOB R. DAY
Secretary
JULIA GLANZ
Deputy Secretary

July 16, 2024

Via US Mail and Email Delivery

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

Dear Maryland Counties:

In accordance with § 2-1257 of the State Government Article, and as required by the passage of House Bill 2 Chapter 277 (2024), The governing body of Kent County may set a special rate for a vacant lot or improved property cited as vacant and unfit for habitation or other authorized use on a housing or building violation notice.

As provided in bill section 6-302 (b) (1) (ii) the county tax rate applicable to personal property and the operating real property described in § 8-109(c) of this article shall be no more than 2.5 times the rate for real property.

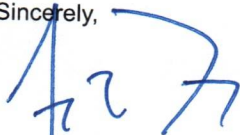
On or before December 1st of each year, The governing body of a county that enacts a special rate must report to the Maryland General Assembly and the Department of Housing and Community Development (DHCD) on:

- The set special rate
- The number of properties to which the special rate applies
- The revenue change resulting from the special rate
- The use of revenue from the special rate
- Whether properties subject to the special rate are viable for adaptive reuse

This Act has taken effect and shall be applicable to all taxable years beginning after June 30, 2024.

If you have any further questions on the implementation of HB2, please contact Chuck Cook, Chief Legislative Officer at 301-429-7863 or via email at chuck.cook1@maryland.gov.

Sincerely,



Jacob R. Day
Secretary

Cc: Chuck Cook - DHCD



Chapter 277

(House Bill 2)

AN ACT concerning

**Baltimore City – Property Taxes – Authority of Counties to Establish a Subclass
and Set a Special Rate for Vacant and Abandoned Property**

FOR the purpose of authorizing the Mayor and City Council of Baltimore City or the governing body of a county to establish, by law, a subclass of real property consisting of certain vacant and abandoned property and to set a special property tax rate for certain vacant and abandoned property; and generally relating to a special property tax rate for vacant and abandoned property.

BY adding to

Article – Tax – Property

Section 6–202.1

Annotated Code of Maryland

(2019 Replacement Volume and 2023 Supplement)

BY repealing and reenacting, with amendments,

Article – Tax – Property

Section 6–302

Annotated Code of Maryland

(2019 Replacement Volume and 2023 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

Article – Tax – Property

6–202.1.

**THE MAYOR AND CITY COUNCIL OF BALTIMORE CITY OR THE GOVERNING
BODY OF A COUNTY MAY ESTABLISH, BY LAW, A SUBCLASS OF REAL PROPERTY
CONSISTING OF VACANT LOTS OR IMPROVED PROPERTY CITED AS VACANT AND
UNFIT FOR HABITATION OR OTHER AUTHORIZED USE ON A HOUSING OR BUILDING
VIOLATION NOTICE.**

6–302.

(a) Except as otherwise provided in this section and after complying with § 6–305 of this subtitle, in each year after the date of finality and before the following July 1, the Mayor and City Council of Baltimore City or the governing body of each county annually

shall set the tax rate for the next taxable year on all assessments of property subject to that county's property tax.

(b) (1) Except as provided in subsection (c) of this section[,] AND §§ 6–305 and 6–306 of this subtitle [and § 6–203 of this title]:

(i) there shall be a single county property tax rate for all real property subject to county property tax except for operating real property described in § 8–109(c) of this article; and

(ii) the county tax rate applicable to personal property and the operating real property described in § 8–109(c) of this article shall be no more than 2.5 times the rate for real property.

(2) Paragraph (1) of this subsection does not affect a special rate prevailing in a taxing district or part of a county.

[(c) (1) Intangible personal property is subject to county property tax as otherwise provided in this title at a rate set annually, if:

(i) the intangible personal property has paid interest or dividends during the 12 months that precede the date of finality;

(ii) interest or dividends were withheld on the intangible personal property during the 12 months that precede the date of finality to avoid the tax under this subsection;

(iii) the intangible personal property consists of newly issued bonds, certificates of indebtedness, or evidences of debt on which interest is not in default; or

(iv) a stock dividend has been declared on the intangible personal property during the 12 months that precede the date of finality.

(2) The county tax rate for the intangible personal property is 30 cents for each \$100 of assessment.]

(c) (1) THE MAYOR AND CITY COUNCIL OF BALTIMORE CITY OR THE GOVERNING BODY OF A COUNTY MAY SET A SPECIAL RATE FOR A VACANT LOT OR IMPROVED PROPERTY CITED AS VACANT AND UNFIT FOR HABITATION OR OTHER AUTHORIZED USE ON A HOUSING OR BUILDING VIOLATION NOTICE.

(2) ON OR BEFORE DECEMBER 1 EACH YEAR, THE MAYOR AND CITY COUNCIL OF BALTIMORE CITY OR THE GOVERNING BODY OF A COUNTY THAT ENACTS A SPECIAL RATE UNDER PARAGRAPH (1) OF THIS SUBSECTION SHALL REPORT TO THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND,

IN ACCORDANCE WITH § 2-1257 OF THE STATE GOVERNMENT ARTICLE, TO THE
GENERAL ASSEMBLY ON:

SUBSECTION; (I) THE SPECIAL RATE SET UNDER PARAGRAPH (1) OF THIS

APPLIES; (II) THE NUMBER OF PROPERTIES TO WHICH THE SPECIAL RATE

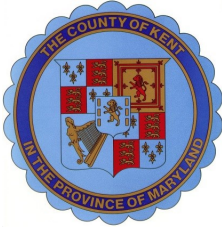
RATE; (III) THE REVENUE CHANGE RESULTING FROM THE SPECIAL

(IV) THE USE OF THE REVENUE FROM THE SPECIAL RATE; AND

(V) WHETHER PROPERTIES SUBJECT TO THE SPECIAL RATE ARE
VIALE FOR ADAPTIVE REUSE, AS DEFINED IN § 1-102 OF THE HOUSING AND
COMMUNITY DEVELOPMENT ARTICLE, AND PLANS TO CONVERT VIALE
PROPERTIES.

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect June 1, 2024, and shall be applicable to all taxable years beginning after June 30, 2024.

Approved by the Governor, April 25, 2024.



American Rescue Plan Act (ARPA) Funds Spend Plan 7/30/2024 County Commissioners Meeting

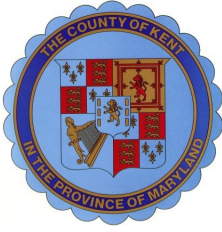
ATTACHMENTS:

Description

7-23-2024 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
7/23/2024

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		Deferred			
Kennedyville Pump Station #2 Construction		Deferred			
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 7/30/2024 County Commissioners Meeting

ATTACHMENTS:

Description

7-23-2024 Commissioner Report Contingency

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