THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA

July 16, 2024

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

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

Public Notices

Talkie Communications, Inc.
Franchise Agreement Public Hearing Notice

Consent Items

#1 - Regular Session Minutes, July 9, 2024

#2 - Liquor Minutes, July 9, 2024

#3 - Public Hearing Minutes, July 9, 2024

#4 - Closed Session Minutes, July 9, 2024

#5 - Bill Mackey, Director, Planning, Housing, and Zoning
FY2025 Critical Area Grant Contract Agreement

#6 - Dan Mattson, Director, Public Works
Maryland Environmental Service, Midshore II Regional Landfill Tipping Fees

#7 - Dan Mattson, Director, Public Works
FY2025 Petroleum Fuels and Propane Delivery Contract Renewal

Special Class C Licenses

Echo Hill Outdoor School, Beer and Wine, July 20, 2024

Rock Hall Lions Club, Beer, Wine, and Liquor, August 10, 2024

Singles on Sailboats, Beer, Wine, and Liquor, August 17, 2024

Recognition

Jamie Williams, Director, Economic and Tourism Development
Certificate of Appreciation - Chef Robbie Jester

County Attorney

Thomas N. Yeager, County Attorney
Legislative Session Protocol

Legislative Session

Dennis Hickman, Sheriff, Kent County Sheriff's Office
First Reading - Code Home Rule Bill No. 5-2024 Pawnbrokers and Secondhand Dealers

Katie Abbott, Economic Development Manager, Economic and Tourism Development

MD PACE 2.0 Program Updates
First Reading - Code Home Rule Bill No. 6-2024 Clean Energy Loan Program

Bill Mackey, Director, Planning, Housing, and Zoning

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

Appointments

Herb Cain, Director, and Jennifer Cox, Senior Care Program Case Manager, Upper Shore Aging, Inc.

Annual Senior Care Program Plan

Public Works Director

Nicholson Groundwater Treatment - Notice of Intent to Award Contract

Nicholson Groundwater Treatment - Notice of Intent to Award Contract

Departmental Appointments

Jamie Williams, Director, Economic and Tourism Development

Letter of Support - FY2025 Maryland Community Legacy Grant Application – Millington Community Resource Center

County Administrator

Craig Kuhn, Program Manager, Forest Pest Management, Maryland Department of Agriculture

Spongy Moth Survey Report For Kent County

Document for Signature

Maryland Environmental Service

Amended and Restated Memorandum of Understanding By and Between the Midshore Regional Counties and the Maryland Environmental Service for Solid Waste Disposal

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Suzanne Einstein, President of Greater Rock Hall Business Association

Thank You Letter

American Rescue Plan Act Funds

American Rescue Plan Acts Fund

Contingency Fund

Contingency Fund

(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners.

Breaks are at the call of the President. Please note that times listed for specific items on the agenda are only estimates, and that the order of agenda items may change as time dictates or allows. Meetings are subject to audio and video recordings.)

Talkie Communications, Inc.
7/16/2024
County Commissioners Meeting

Item Summary:
Franchise Agreement Public Hearing Notice

ATTACHMENTS:

Description

Kent County - Talkie Communications, Inc. Public Hearing Notice

Talkie Communications Inc Application for Kent County IPTV Cable Franchise 06242024

Kent County_Talkie_Franchise Agreement-Talkie 06042024 Clean Edits 06052024 (with redline)

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

PUBLIC HEARING NOTICE

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

A public hearing will be held on July 23, 2024, at 10:00 a.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland to consider a new IPTV cable franchise agreement and a resolution to execute a cable franchise agreement.

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

By order of:

THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 07/11/24

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June 24, 2024

Via Email: sheller@kentgov.org, sblackiston@kentgov.org and Federal Express

Ms. Sondra Blackiston, County Clerk
Kent County
400 High Street
Chestertown, MD 21620

Ms. Shelley Heller, County Administrator
Kent County
400 High Street
Chestertown, MD 21620

RE: Talkie Communications, Inc.; Application for IPTV Cable Television Franchise

Dear Ms. Heller:

On behalf of Talkie Communications, Inc. ("Talkie") we are proud to submit this application for an IPTV Cable Franchise ("Franchise") under §76-12 of the Kent County Code. Talkie is a well-known, existing Internet Service Provider ("ISP") that offers high-speed broadband and Voice over-Internet Protocol services over its 100% fiber-optic network in Kent County. Talkie also intends to offer IPTV-based cable service and has negotiated programming agreements, local broadcaster retransmission consent agreements and other necessary agreements for its launch of this IPTV service. By July 1, 2024, Talkie plans to offer this IPTV service in Queen Anne's County and upon Kent County's approval of this franchise application and adoption of the franchise, Talkie looks to shortly thereafter provide its IPTV service in Kent County.

Leading up to the submission of this application, Talkie has worked with your County attorney in negotiating the attached IPTV Cable Franchise, using the incumbent's existing franchise as a base, and is in agreement with its terms. As demonstrated herein, Talkie possesses the necessary legal, financial, and technical qualifications to operate the IPTV Cable System and thus submits this application for approval of its franchise.

Talkie's Legal Qualifications

Talkie is a Maryland corporation in good standing, formed on January 26, 2015, as Sonic Systems, Inc. The name was changed to Talkie Communications, Inc. on

February 15, 2018. Brothers Andre DeMattia and Andrew DeMattia own Talkie. Talkie has registered to provide cable service in Kent County with the Federal Communications Commission and was issued Community Unit ID number MD0487. Talkie has completed negotiations for its IPTV Cable Franchise for Queen Anne's County and the agreed upon franchise is expected to be approved by the County Commissioners at their June 25, 2024, meeting. For purposes of this application, the persons authorized to act on behalf of the applicant are Andre DeMattia and Andrew DeMattia, both located at 99 Talbot Blvd., Chestertown, MD 21620 and Bruce Beard, attorney for Talkie, 1714 Deer Tracks Trail-Suite 230, St. Louis, MO, 63131.

Talkie's Technical/Managerial Qualifications

Talkie has the requisite technical and management skills to operate the IPTV Cable system. Talkie is an established 100% fiber-based Internet service provider in Kent County and throughout the surrounding area. A description of Talkie's operations is attached hereto as Attachment A, which is incorporated herein by this reference. Over the past few years, Talkie has been awarded over $100 million funds to deploy its fiber-optic network and provide high-speed broadband services to various locations in Maryland and Delaware based on its ability to build, operate and manage its fiber optic network. Talkie has been successfully running its fiber optic network for over 6 years, with a well-seasoned staff, as described in Attachment A, led by brothers Andre and Andrew DeMattia.

Talkie is headquartered in Kent County and has an existing robust 100% fiber-optic network already constructed. At this time, Talkie is merely requesting a franchise to provide IPTV Cable service to give the residents of Kent County a competitive video offering.

Talkie is currently a member of the National Content and Technology cooperative ("NCTC"). By way of background, the NCTC is a non-profit cooperative whose mission is "[h]elping members competitively acquire the video programming and vital technologies needed to offer world-class services that define their communities infrastructure with vision, value and purpose." NCTC has over 700-plus independent communications service provider members that connect one-third of the households and businesses throughout the United States. The majority of Talkie's programming will be obtained through the NCTC. Talkie also uses established communications counsel including Cinnamon Mueller in constructing its channel line-up, assuring content rights are secured, and negotiating with local broadcasters and Philip Macres of the Klein Law Group.

Through the NCTC and by direct negotiations where needed, including with local broadcasters, Talkie is ready to launch with a robust channel line-up of over two hundred channels. As indicated above, Talkie's video service will be IPTV based and provisioned over its existing fiber optic network. The initial rates and channel line-ups are included on Talkie's website and are subject to change based on programming or

retransmission rate increases rate and other cost increases. Talkies website is at https://talkiefiber.com/StreamingTV.aspx .

Because the video service is offered over Talkie's existing fiber-optic network in Kent County, the provisions in the code regarding a "proposed system", construction map, estimates of plant mileage and other matters are not applicable to Talkie. As Talkie extends its existing network, it will continue to meet existing permitting requirements. Talkie has supplied a confidential map of its existing service area within Keny County as part of the franchise negotiations. Like the maps that other competitive franchise providers may share with the County, Talkie's map is not for third party distribution as it contains competitively sensitive and confidential information.

Talkie's Financial Qualifications

Talkie has the financial qualifications to offer the IPTV Cable service. As discussed above, Talkie's IPTV service will be provisioned over Talkie's existing fiber-optic network and thus concerns over the cost of building the network, recoupment of those costs and pro-forma projections are unnecessary and inapplicable factors to consider in connection with Talkie's franchise application. Talkie has successfully built, managed, operated and expanded its fiber-to-the home network over the past six years. The sufficiency of Talkie's financial qualifications is also demonstrated by the numerous funding awards Talkie has received for building out its fiber optic network in Maryland and Delaware, including $4,080,183 in Connect Maryland-Neighborhood Connect Awards for Kent County in fiscal year 2022. Additional relevant information about Talkie and its operations is provided in Attachment A.

With this application, Talkie is also submitting the $3,000.00 nonrefundable application fee as required by §76-12.H.

If you have any questions or need anything further, please let us know.

Sincerely,

Bruce Beard
Cinnamon Mueller
Attorneys for Talkie Communications, Inc.

CC: Thomas Yeager, Esq
Lacey Cox
Tonya Thomas
Andre DeMattia
Andrew DeMattia
Phil Macres, Esq.

DECLARATION

I, Andrew DeMattia, state as follows:

1) I am Co-CEO of Talkie Communications, Inc.
2) I have read the application for franchise attached and certify to the truth and accuracy of the information contained in the application, acknowledge the enforceability of the application commitments and certify that the application meets all federal and state law requirements.

This completes my declaration.

Andrew DeMattia
Signature

Andrew DeMattia
Print Name

co cdeo
Title

STATE OF MARYLAND)

COUNTY OF KENT)

On this 24th day of JUNE, 2024, before me, _____, a notary public, personally appeared _____, personally known to me or provided to me based on satisfactory evidence, to be the person whose name is subscribed to this instrument, and acknowledged that he or she or they executed it.

Adrienne N. Ventura
Signature

Notary Seal

Notary Public for the State of MARYLAND

My Commission expires: 4/5/2027

ADRIENNE N VENTURA
Notary Public - State of Maryland
Kent County
My Commission Expires Apr 5, 2027

ATTACHMENT A

TALKIE'S CORPORATE PROFILE AND NARRATIVE OF EXPERIENCE

Overview

As detailed in the discussion below on Talkie Communications, Inc.'s ("Talkie") Corporate Profile and Narrative of Experience, Talkie is a Maryland, family-owned telecommunications provider that began its operations in 2012[1] and since 2018, has focused on deploying its Fiber-to-the-Home ("FTTH") network and bringing Gigabit-speed broadband services to rural communities. Talkie's predecessor initially started with voice services in 2012 before Talkie expanded into fiber-based broadband Internet services. Talkie is also a Competitive Local Exchange Carrier ("CLEC") in Delaware and Maryland.

In Maryland, Talkie has installed and operates over 3,000 miles of fiber optic facilities that pass over 15,000 households and businesses. Its existing FTTH footprint is within portions of Kent County, Cecil County, Queen Anne's County, Wicomico County, and Worcester County, Maryland and it continues to expand its network in these counties. It is also building its network in Alleghany County and Wicomico County, Maryland along with Kent County and Sussex County, Delaware.

Talkie has an excellent reputation with federal, state and local agencies and governments and they have collectively awarded Talkie over $100 million to make high-speed broadband services a reality in rural unserved areas of Maryland and Delaware.

Besides fiber-based broadband services, Talkie also offers phone, home security, home automation, and IPTV services in Maryland.

Talkie's Corporate Profile and Narrative of Experience

➢ **Maryland-based company**. Talkie is a Maryland, family-owned telecommunications provider that specializes in deploying its FTTH network and offering up to Gigabit speed, or greater, broadband services to residential and business customers in rural areas. Talkie's corporate office is in Chestertown, Maryland.

➢ **Talkie is a fiber-based broadband services provider.** Talkie provides a 100% fiber-optic FTTH network that utilizes multiple different fiber transport providers and multiple different Internet Service Providers ("ISPs") for redundancy.

➢ **Talkie offers amazing speeds to rural areas that can increase over an expandable network.** Talkie offers speeds ranging from 100/100 Mbps to 10/10 Gig per subscriber with latency under 20 milliseconds. Talkie equipment includes GPON (up to 1 Gig service) and XGS PON (up to 10 Gig), which is software upgradable to XGPON2 (up to 40 Gig). Talkie uses ADTRAN TA 5000 and Juniper routers and switches.

[1] This was through a predecessor entity.

Talkie has partnered with ADTRAN to develop and construct Talkie's network in rural Maryland and Delaware. Talkie's equipment is modular and allows for future expandability.

Talkie's FTTH network is also sustainable and can accommodate ever increasing broadband speeds that are well above 1 Gbps, including 10 Gbps. In deploying its FTTH network, Talkie is also deploying middle mile backhaul facilities so that it may efficiently build out to the remaining unserved locations as more funding opportunities present themselves.

➢ **Talkie maintains a strong and reliable network.** Talkie rigorously maintains its network and has designed redundancy and other measures in its network to ensure continuity and reliability of service, so as to mitigate the impact of disasters or other emergencies on business continuity.

➢ **Federal, state and local agencies and governments look to Talkie and are funding Talkie to make high-speed broadband services a reality in rural unserved areas.** Talkie has recently been awarded over **$100 million** to deploy its FTTH network and provide such high-speed broadband services to rural unserved locations in Delaware and Maryland. Below is a list of the awards:

- **$56,943,300** - On February 14, 2022, the FCC approved Talkie's long-form application and authorized support associated with the FCC's Rural Digital Opportunity Fund ("RDOF") to deploy FTTH to a total of 7,749 locations in the State of Delaware and 31,187 locations in the State of Maryland. This includes $13,300,968.00 and $43,642,332 RDOF support over 10 years in Delaware and Maryland, respectively, for a collective total of $56,943,300.20 to serve 38,936 locations.

- **$8,736,569** – In 2021, Maryland's Governor Larry Hogan awarded Talkie through the Maryland Office of Statewide Broadband over $8.7 million in grants to deploy FTTH in various counties in Maryland.

- **$25,862,535** - In 2022, Maryland's Governor Larry Hogan awarded Talkie through the Maryland Office of Statewide Broadband approximately $25.9 million in grants to deploy FTTH in various counties in Maryland.

- **$3,500,000** - In 2022, Worcester County awarded Talkie $3.5 million in grants to deploy FTTH in various areas of Worcester County, Maryland.

- **$6,402,632** – In 2023, Maryland's Governor Wes Moore and Lieutenant Governor Aruna Miller awarded Talkie through the Maryland Office of Statewide Broadband approximately $6.4 million in grants to deploy FTTH in various counties in Maryland.

➢ **Talkie has consistently received Best Internet Provider Awards.** Talkie has been awarded Best Internet Provider in Kent County for 2021, 2022, 2023 and 2024 along with Best Internet Provider for Best of the Chesapeake in 2023.

➢ **Talkie is a growing company that can be relied on with strong financials**. Talkie has been in business since 2012 and is an experienced Internet Service Provider ("ISP") that has managed the deployment of large FTTH construction projects. As indicated above, Talkie has an established FTTH footprint within portions of Kent County, Cecil County, Queen Anne's County, Wicomico County, and Worcester County, Maryland and continues to expand its network in these counties. Talkie is also building its network in Alleghany County and Wicomico County, Maryland along with Kent County and Sussex County, Delaware.

In addition, Talkie currently has more than 6,000 customers subscribing to its broadband services in Maryland and expects to have over 7,000 customers by the end of 2024. Talkie also has installed over 3,000 miles of fiber that passes over 15,000 households. Talkie is also a CLEC in Maryland and Delaware with strong financials and an excellent reputation. Talkie has also demonstrated its commitment as a provider and its longevity, as evidenced by the above-discussed awards Talkie has received through the FCC's RDOF and Maryland Broadband Grant programs.

Talkie further offers phone, home security, and home automation along with two new speed tiers, 2.5/2.5 Gbps and 10/10 Gbps, which are super-fast speeds that other broadband providers generally do not offer currently. As of July 1, 2024, Talkie intends to offer in certain areas IPTV services to residential customers along with managed services and enterprise solutions (such as dedicated circuits, dedicated internet access circuits, static IP addresses) to business customers.

➢ **Talkie is based locally and here to stay.** Talkie also believes that it is part of the community when deploying services. This means Talkie will establish deep roots in the areas where it deploys fiber and offer services.

➢ **Talkie has extensive experience and talent**. Talkie has been deploying its FTTH network and offering its broadband services to communities including unserved rural locations for a number of years. Talkie's experience includes FTTH deployment projects that have served communities with populations in the low hundreds to larger rural communities that culminate in end users numbering in the thousands.

Talkie has achieved tremendous success through its leadership and extensive pool of talent with experience to make super-fast high-speed broadband services a reality where they deploy their FTTH network.

Talkie is led and owned by two ex-Verizon employees, Andre DeMattia and Andrew DeMattia, Co-CEOs of Talkie, who each have over 24 years of telecommunications experience that includes 16 years of experience at Verizon. They have been jointly and successfully leading all aspects of Talkie's operations and FTTH construction projects, including, among other things, the successful deployment of Talkie's FTTH network and offering its broadband services to unserved rural locations. This has involved their effective management of Talkie's FTTH business from overall network design, project and construction planning, permitting and deployment, to product design and marketing, network management, customer relations, and ongoing operations, including employee and contractor workforce development and oversight. Various federal and state agencies and county governments highly regard their leadership and as noted above, have awarded Talkie millions in broadband funding opportunities associated with the FCC's RDOF and Maryland Office of Statewide Broadband programs.

Anna Gleason, Talkie's Director of Finance, brings more than 17 years of experience in the accounting industry as a CPA, with roles in both public accounting as an auditor and private industry, bringing unique insight into the organizations financial reporting and compliance functions. Her responsibilities include: (a) overseeing Talkie's daily accounting functions, such as managing the accounting, payroll, accounts payable and accounts receivable functions; (b) assessing current accounting operations, offering recommendations for improvement and implementing new processes; (c) working with executive team to guide Talkie's financial decisions based on the budget process, operational cost analysis, as well as financial performance metrics; (d) coordinating and preparing internal and external financial statements, including coordinating activities of external auditors for regulatory and grant compliance.

Scott Ballard, Talkie's Director of Outside Operations, brings more than 30 years of experience managing, installing, repairing, servicing, and maintaining underground utilities. He has been successful in overseeing and managing all of Talkie's OSP FTTH construction projects. His responsibilities include: (a) supervising teams of employees and contractors in deploying over 1,000 miles of FTTH projects; (b) managing the design, engineering, development, and timely completion of FTTH projects across multiple construction crews; (c) ensuring successful and safe project completion by using extensive knowledge of electrical codes, high voltage and secondary electrical installation, repair, and maintenance; (d) supervising the appropriate and timely preparation and completion of miss utility tickets to ensure safe digging and avoid damaging existing underground utilities; (e) implementing white lining with foremen of construction teams to accurately identify utility locations and mark out proposed paths for new construction; (f) coordinating and conducting pre-site surveys to assess and prepare construction sites as well as ensure all necessary safety precautions are taken.

Moreover, all of Talkie's technicians are ex-Verizon FiOS employees or copper technicians. Talkie utilizes the construction crew of its affiliate Talkie Underground and Aerial Networks LLC ("Talkie Underground") along with other contractors to deploy its FTTH network. Talkie also hires local talent and subcontractors in deployment areas to meet the demands of and maintain the new construction projects. Talkie and Talkie

Underground operate out of Talkie's corporate office in Chestertown, Maryland and they collectively have a team of 85+ workers that are primarily based in Kent and Queen Anne's County, Maryland.

➢ **Talkie has the means and resources to get the job done in a cost-effective and safe fashion when expanding.** To reduce construction costs, Talkie has its own construction team that is provided through Talkie Underground and Aerial Networks LLC. Talkie has Vermeer Directional drills and plows, as well as access to significant equipment and resources provided by various outside contractors that are needed to perform FTTH broadband deployment construction projects in a timely, efficient, and safe manner.

➢ **Talkie has sound references.** Talkie has actively partnered, both informally and officially, with a number of county governments within the State of Maryland to expand broadband networks within those counties. A number of Talkie's broadband deployment projects in Maryland have been as official county partnerships via Maryland's Broadband Grant Funding Programs. Talkie has partnered with Kent County, Queen Anne's County, and Worcester County, among others. Contact information for these specific county references regarding Talkie's broadband deployment projects is provided below:

Worcester County
Brian K. Jones
Director, Worcester County Department of Information Technology
410-632-9301
410-632-5610 X1522
bjones@co.worcester.md.us

Kent County
Scott Boone
Information Technology, Kent County Government
410-778-5315
sboone@kentgov.org

Queen Anne's County
Megan DelGaudio
Queen Anne's County Information & Technology
410-758-6607
MDelGaudio@qac.org

More information on Talkie is available at https://talkiefiber.com/.

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 1
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 be Talkie to date. Such strand 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 shall be 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 l (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 l (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 ~~no more than~~ 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 ~~Council~~ 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 is this Section shall be deemed to deprive Talkie of any rights of process afforded it under state or federal law, and Talkie does not waive such rights by submitting to the process set forth in this Section. The County shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Talkie.

8.4 INSURANCE

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

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars ($1,000,000) as to any one (1) occurrence.

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

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

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

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

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

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

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

8.5 INDEMNIFICATION

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

SECTION 9
MISCELLANEOUS

9.1 FORCE MAJEURE

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

9.2 REMOVAL OF SYSTEM

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

or property owner may deem any property not removed as having been abandoned and the County may remove it at Talkie's cost.

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

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

9.3 NOTICES

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

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

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

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

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

With copies to:

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

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

9.4 EQUAL EMPLOYMENT OPPORTUNITY

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

9.5 CAPTIONS

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

9.6 GOVERNING LAW; VENUE

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

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

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

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

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

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

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

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

9.8 ENTIRE AGREEMENT

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

9.9 SEVERABILITY

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

9.10 NO WAIVER OF RIGHTS

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

9.11 CHANGE OF LAW

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

9.12 COMPLIANCE WITH LAWS

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

9.13 THIRD-PARTY BENEFICIARIES

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

9.14 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Talkie, the County and their respective successors and assigns. This Agreement is authorized by Resolution No. _____, dated _____, 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

#1 - Regular Session Minutes, July 9, 2024
7/16/2024
County Commissioners Meeting

ATTACHMENTS:
Description

#2 - Liquor Minutes, July 9, 2024
7/16/2024
County Commissioners Meeting

ATTACHMENTS:
Description

#3 - Public Hearing Minutes, July 9, 2024
7/16/2024
County Commissioners Meeting

ATTACHMENTS:
Description

#4 - Closed Session Minutes, July 9, 2024
7/16/2024
County Commissioners Meeting

ATTACHMENTS:
Description

#5 - Bill Mackey, Director, Planning, Housing, and Zoning
7/16/2024
County Commissioners Meeting

Item Summary:
FY2025 Critical Area Grant Contract Agreement

ATTACHMENTS:

Description

07.16.24 FY2025 Critical Area Commission (CAC) Grant Contract Agreement #K00P5600019 $5,000.00 Signature Form By and Between Department of Natural Resources

Wes Moore
Governor
Aruna Miller
Lt. Governor

Erik Fisher
Chair
Katherine Charbonneau
Executive Director

STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS

FY 2025 GRANT PROGRAM
GRANT AGREEMENT#: K00P5600019

THIS GRANT AGREEMENT, entered into this **1st** day of **July 2024,** by and between

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
Critical Area Commission for the Chesapeake and Atlantic Coastal Bays
Hereinafter ("Critical Area Commission"),

And

Kent County, MD
Kent Co. Dept. of Planning, Housing & Zoning
400 High Street
Chestertown, MD 21620

Hereinafter ("Grantee")

WHEREAS funding has been appropriated by the General Assembly to the Critical Area Commission for **Fiscal Year 2025**, to be disbursed in grants to local governments for the purpose of assisting them in carrying out their responsibilities under the Chesapeake and Atlantic Coastal Bays Critical Area Protection Program, Md. Code Ann., Natural Resources II, §8-1801 *et seq.*, (2012 Repl. Vol. as amended) ("the Act"): and

WHEREAS the purpose of these grants is to assist local jurisdictions in implementing their local Critical Area Programs in compliance with the Act and with the criteria promulgated by the Commission codified at COMAR 27.01 *et seq*. ("Criteria"); and

WHEREAS, the Grantee has notified the Critical Area Commission that it needs grant assistance funding to implement its Critical Area Program; and

WHEREAS, the Commission has determined such grant assistance shall be provided to Grantee because Grantee has agreed to comply with the provisions contained herein.

NOW, THEREFORE, in consideration for the receipt of a **Grant for the fiscal year 2025 (July 1, 2024- June 30, 2025) in the amount of Five Thousand Dollars ($5,000) ("Grant").**

The Grantee agrees to the following provisions:

1. The Grantee shall review and implement its approved local Critical Area Program. Notwithstanding any provision, or lack of provision in Grantees' local Critical Area Program, Grantee shall implement all provisions of the Act as provided in Md. Code, Ann., Natural Resources II § 8-1808(c)(1).

2. Grant funds may only be used to support local personnel, administrative costs, or consulting services utilized for the direct implementation of the local Critical Area Program. Only local planning, environmental health, zoning enforcement, public works, and other activities specifically related to the direct administration and implementation of the local Critical Area Program, may be funded with this grant.

3. This Grant Agreement shall become effective upon the date of execution by the Critical Area Commission and shall expire on June 30, 2025. This Grant Agreement may be amended only with the written approval of the Critical Area Commission, and this Grant Agreement may be amended only by a writing signed by both Parties.

4. The Commission shall reimburse the Grantee for expenses authorized under the Grant upon the Grantee's submission of **two (2) Progress status reports and one (1) invoice**. (Refer to pages 1-3), Article V of Appendix A – FY25 "Scope of Work and Funding Guide Local Governments", incorporated herein by reference, for minimum requirements to be included in the status reports and the invoice.

5. The Grantee shall insure that any person with a pecuniary or other business interest in a proposed project or program amendment that requires Critical Area Commission approval and/or compliance with the local Critical Area Program, shall not review the project or program amendment on behalf of the jurisdiction for consistency and compliance with local Critical Area regulations or requirements.

6. The attached "FY 2025 Semi Annual Report Scope Outline" attached as Appendix B is hereby incorporated by reference into and made an integral part of this Grant Agreement.

7. Appendix C -"Department of Natural Resources - General Conditions for Critical Area Commission Grant-In-Aid Program – (Rev. 4/17)" is hereby incorporated into and made an integral part of this Grant Agreement.

8. In accordance with Article IV – PROPERTY, Section A, Rights in Data, Public Disclosure, identified in the Appendix C - General Conditions, all reports, studies, or other documents prepared for public distribution, and which are financially supported in whole or in part by the Maryland Department of Natural Resources, Critical Area Commission, must contain the following statement on the cover page or first page:

   "This document is funded (in part, if appropriate) by a grant/cooperative agreement from the Department of Natural Resources, Critical Area Commission for the Chesapeake and Atlantic Coastal Bays. The views expressed herein are those of the author(s) and do not necessarily reflect the views, opinions, or policies of the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays or Department of Natural Resources."

9. GIS/DATA GUIDELINES

   A. Data, databases, and products associated with electronic Geographic Information Systems (GIS), which have been collected, manipulated, or purchased using funds administered by the Critical Area Commission (CAC) will be transferred to CAC according to the following terms:

      i. Data and products collected, manipulated, or directly purchased, using funding provided under this Grant Agreement shall become the property of the CAC.
      ii. All other data and products shall be transferred to CAC for internal use only. Any other use of such data shall occur only after CAC has consulted with the Grantee on the limitations of such data. In the case of certain sensitive information, limitations or transfer of data shall be determined by mutual agreement between the Grantee and CAC. The Grantee shall in no case be responsible for CAC's use of such data.

   B. Any GIS data to be transferred to CAC that is collected, manipulated, or purchased pursuant to this Grant Agreement utilizing funds administered by CAC, or another grant source, through match funds, shall be documented as specified in Sections 1-7 of the Digital Spatial Metadata Standard, FGDC-STD-001-1998, incorporated herein by reference, as authorized by both the Department of Natural Resources (Policy 93:04) and the Maryland State Geographic Information Committee (MSGIC), and any subsequent updates or revisions.

C. Any electronic data to be transferred to CAC in conjunction with a GIS shall be transferred in ARC/INFO Export or Shape file or Map and Image Processing Systems (MIPS) compatible formats, or other mutually acceptable format. Unless otherwise specified differently in the Grant, the data shall be in the Maryland State Plane coordinate system, North American Datum (NAD) of 1983, North American Vertical Datum (navd) of 1998 and units of meters. Non-Spatial text or database data to be transferred to CAC shall be delivered in Word, dBase (.dbf), or ASCII compatible formats. Acceptable media for delivery includes CD ROM, DVD or External Hard Drive. All delivery requirements shall be coordinated directly through the Grant Administrator, with media and format specifications as determined on a case-by-case basis by the grant coordinator, in coordination with the technical staff of CAC and technical staff of the Grantee.

D. All deliverables required by this Grant Agreement will be submitted directly to the Grant Administrator at the Critical Area Commission, including **two (2) Progress status reports and one (1) Invoice at the end of the project**, which shall be submitted in electronic format. Final deliverable work products, including the Final Reports, any geographic or mapping related efforts, and those items listed in the Scope of Work as expected final deliverables, shall be submitted in electronic format. Please email Reports and Invoice to: **cacgrants.dnr@maryland.gov**

The reports must document progress made toward the achievement of the above stated goals and products/outcomes during each reporting term. A succinct description of activities shall be reported for each product/outcome. Please quantify where possible. These reports shall also describe difficulties encountered for each activity, any changes in expected deliverable dates, and budget changes, or changes in staffing. Include sample products as appropriate.

Two (2) Project Status Reports and One (1) Invoice are due for this contract. Both Reports and Invoice should be emailed to: cacgrants.dnr@maryland.gov

Important Contract Due Dates:

July 1, 2024	**Fiscal Year 2025 Grant Year Begins**
January 15, 2025	**1st Progress Report Due** (Work completed July 1, 2024-December 31, 2024)
May 15, 2025	**Invoice Due to Commission for payment**
June 30, 2025	**Fiscal Year 2025 Grant Year Ends**
July 15, 2025	**2nd/Final Report Due** (Work completed January 1, 2025 – June 30, 2025)

10. The Critical Area Commission retains the right to audit and inspect the records of the Grantee pertaining to this Grant Agreement for a period of 3 years after the conclusion of the Grant. Should the Critical Area Commission determine that Grant funds have been expended for activities outside of the Scope of this Grant Agreement; the Grantee shall reimburse the Commission for funds so identified.

11. The Parties designate the signors of this agreement as the Agreement Representatives for the purpose of any notices required under this Agreement. The Parties agree that each will promptly notify the other, in case of substitution of an Agreement Representative, or change in the Representative's contact information.

12. Electronic Signatures -This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement by causing the same to be signed on the day and year first above written.

Signatory for the Grantee for: (Grantee Name)

GRANTEE WITNESS 07/16/2024

Ron Fithian, President, County
Commissioners of Kent County
Kent County

Signatory for the Commission:

COMMISSION WITNESS

Katherine Charbonneau, Executive Director
Critical Area Commission for the
Chesapeake and Atlantic Coastal Bays

THIS GRANT AGREEMENT FORM HAS BEEN APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL FOR THE DEPARTMENT OF NATURAL RESOURCES, TO THE USE OF THE CRITICAL AREA COMMISSION FOR THE CHESAPEAKE AND ATLANTIC COASTAL BAYS. ANY ADDITION OR MODIFICATIONS TO, OR DELETIONS FROM, THIS FORM MUST BE APPROVED BY THE OFFICE OF THE ATTORNEY GENERAL BEFORE EXECUTION OR PERFORMANCE OF ANY WORK.

Date Approved June 11, 2024
Talley H-S. Kovacs
Assistant Attorney General
Office of the Attorney General
Department of Natural Resources

APPENDIX A

CRITICAL AREA COMMISSION FOR THE CHESAPEAKE AND ATLANTIC COASTAL BAYS

SCOPE OF WORK AND FUNDING GUIDE FOR LOCAL GOVERNMENTS

I. PURPOSE

The purpose of this document is to assist local governments in preparing and managing their Scopes of Work. It is also the basis upon which Critical Area Grant funding is issued.

II. FUNDING

The Critical Area Commission provides grant funding to support jurisdictions in their efforts to implement local Critical Area Protection Programs. The level of funding is based upon the extent of Critical Area in the affected jurisdiction, the level of activity occurring in the Critical Area, the ability of the jurisdiction to implement its local Program with current resources, and the total amount of funding made available by the General Assembly. Funding is provided to each jurisdiction through a grant agreement signed by the jurisdiction and the Critical Area Commission.

III. CONTACTS

Questions or inquiries about the agreement for funding should be directed to the Grant Administrator: cacgrants.dnr@maryland.gov
The Commission is located at 1804 West Street, Suite 100, Annapolis, Maryland 2l40l.

IV. SCOPE PREPARATION

Below is a list of tasks, activities, and deliverables that the local governments shall use as a guide when preparing the Scope of Work. The Commission and the Grantee acknowledge that not all of the listed activities/tasks may be required by the Grantee in any single grant year.

V. GUIDELINES FOR PROPER INVOICING

Jurisdictions shall submit **two (2) activity reports and one (1) invoice** to the **Grant Administrator** at the Commission. The format of the invoice should summarize expenditures and mimic the format of the Budget in the Scope of Work to the greatest extent possible. Separately, jurisdictions should include a detailed expenditure sheet that identifies expenditures by budget category.

Please note that in order to be reimbursed you must provide proof of payment. In lieu of reporting salaries on the detailed expenditure sheet and providing copies of time sheets, jurisdictions may use the Salary Summary form to report salaries. In order to use this form, jurisdictions must provide to the Commission before the billing period, the name of signing authority who will be responsible for verifying the accuracy of the forms and must agree to maintain time records on file for three years following the close of the grant. **Do not include social security numbers on the salary summary**

forms, expense accounts, time sheets or any other support documents provided to the Commission.

The same level of detail should be provided regarding other expenditures, such as supply and material purchases, consultant fees, travel, etc. Please refer to the descriptions below for examples of expenditure documentation, which must be submitted along with the invoice and detailed expenditure sheet.

Examples of acceptable documentation for expenditures are listed below.

Category	**Backup Documentation Needed**
Salaries	Copies of time sheets or Salary Summary Sheet. Description of project hours, hourly rate, fringe benefit rates, position title. If submitting Salary Summary sheet, hard copies (ink or computer printout) of time sheets will be retained by the local government for a minimum of three years from the close of the grant period.
Communication	Copies of phone bills and canceled checks or check numbers (telephone, postage, etc.) verifying payment. Documentation for postage should include copies of receipts.
Travel	Copies of approved expense reports and copies of all validated bills, invoices and receipts that are related to the travel should be included. Additional information is required if claiming reimbursement for using a personal vehicle. In order for the contractor to be reimbursed, they must provide proof that the driver has been reimbursed. Check numbers or copies of canceled checks are acceptable forms of payment verification. Itemization and purpose of travel are required.
Supplies/Equipment	Copies of canceled checks or check numbers, receiving reports showing that merchandise was received, cash register receipts, or payment forms signed by a fiscal officer. Itemized description of purchases on detailed expenditure sheet.
Contractual Services	Copies of bills or invoices with receipts or a payment authorization form signed by a fiscal officer. Also, copies of canceled checks or copies of check numbers. Detailed description of services provided, timeframe of services, and hourly rate for services. Description of services on detailed expenditure sheet.

Note: Time period of support documentation should coincide with the grant time period.

VI. ELIGIBLE EXPENDITURES

Only those expenditures directly related to local Critical Area Protection Program implementation and/or amendment(s) may be charged against the grant; unless otherwise specifically authorized by the Commission in writing.

Eligible expenditures may include but are not limited to:

Category	**Description**
Administrative Costs	Operational expenditures such as: telephone, postage, advertising, map reproduction (associated with comprehensive review), etc. Dues are an ineligible expense. Expenditures for services must be individually itemized in the Scope of Work and justified (including identifying the possible use of consultants/contractors).
Supplies & Materials	Operational expenditures such as: offices supplies, publications, printing, etc.
Travel/Conferences	In-state conferences, workshops, seminars, training, or in-state travel. In-state conferences, etc. may be eligible for reimbursement if they: a) have been specifically identified in the original Scope of Work and, b) are Critical Area-related. If the generic term of "Conferences/Training" is used as the line-item description in the Scope of Work to cover *possible* expenditures, which *may* arise, the jurisdiction must obtain prior written approval from the Commission before incurring any conference/training costs in order for the expenditure to be considered eligible for reimbursement. TRAVEL: Travel must be directly associated with implementing the local Critical Area Program. Use of personal vehicles will be reimbursed at a rate not to exceed the State's standard reimbursement rate. Refer to Section V – "Guidelines for Proper Invoicing" above, for required support documentation. Maintenance, repairs, and insurance are ineligible expenses. VEHICLES: Leased vehicles must be specifically identified and justified in the Scope of Work. Multi-year leases <u>will not</u> be approved. The Commission will require a copy of the lease agreement between the vendor and the local jurisdiction prior to reimbursement. Jurisdictions must provide mileage reports that show: personnel using vehicle, places traveled to, miles traveled, gasoline/oil purchased, and any other maintenance requirements. The local government must cover the cost of

	insurance for the vehicle. The purchase of vehicles or the purchase/lease of boats are ineligible for reimbursement.
Consultants/Legal*	Work to be performed by outside consultants, contractors, or lawyers, for which a "contractual agreement" is legally entered into, must be specifically identified in the Scope of Work. The Scope description must include: name of vendor to perform services (if available), a detailed description of the services to be performed, and the time frame for completion of each task, the expected work product, and an itemized budget. Work products (such as maps, ordinances, plans, etc.) produced by consultants must be submitted **with two (2) progress reports and one (1) invoice**.

*If legal counsel is considered a staff person hired by the local jurisdiction, rather than one used on retainer, then they should be identified under "PERSONNEL AND BENEFITS," and not as a contractor under "CONSULTANTS/ LEGAL."

In addition, only those legal fees associated with the review of program refinements/ amendments, new ordinances/regulations or local project review are eligible expenses. Legal fees directly or indirectly associated with preparing for, conducting, defending, and/or prosecuting an administrative, judicial or other original proceeding or appeal in which the local jurisdiction takes a position concerning a project approval and/or program amendment, which are contrary to that which has been or is expressed in writing by the Commission, are ineligible for reimbursement. Types of fees to which this provision may be applicable are: legal counsel, attorney preparation and/or review of documents and court fees.

Salaries & Fringe Benefits:	Only the percentage of time spent actually working on Critical Area activities may be applied toward the grant. Please identify all positions in the Scope of Work. For each position identified in the Scope, the following items must also be included: hourly rate, itemized fringe benefits with associated cost breakdown, and percentage of time to be spent working on Critical Area activities, and description of work to be performed by position.

Unless specifically included in the original proposed Scope of Work, or incorporated and approved through the amendment process, expenditures associated with consultants, contractors, legal fees, or any other category defined above, will be considered an ineligible expense.

VII. SCOPE OF WORK - VEHICLE FOR OBTAINING GRANT

A detailed Scope of Work identifying tasks/activities, products/deliverables, time-lines for completion of work, and a detailed budget should be submitted to the Grant Administrator at the Commission upon receiving notice that they are due.

VIII. PERIOD OF PERFORMANCE

The period of performance for grants made in **FY 2025 shall be from July 1, 2024 through June 30, 2025**. This contract period ends on June 30, 2025 unless there is a "No-Cost Extension" granted by the Commission. **All unspent monies will revert back to the Commission after June 30, 2025.**

IX. AMENDMENTS

Amendments to the Scope of Work must be requested in writing to the Grant Administrator at the Commission. Amendments for task, budget or appropriation change must: 1) include justification for the change; and

2) Provide a detailed description of the change.

Amendments for "No-Cost Extensions" must include: 1) justification for extension; and 2) detailed budget identifying the monies to be spent during the extension period (maximum 90-day extension).

Requests for major changes or amendments which include monetary changes greater than 10% and/or task changes that involve adding/deleting or significantly altering tasks must be submitted in writing to the Grant Administrator no later than May 15st. Requests for minor changes/amendments that include monetary change less than 10% and/or insignificant task changes may be submitted to the Commission in writing any time before May 15st.

Please Note: A "No-Cost Extension" is designed to enable completion of tasks listed in the Scope of Work which cannot be completed during the fiscal year due to extenuating circumstances. Extensions will not be granted based solely on the need to spend the fiscal year grant allocation and will not be extended beyond June 30, 2025. No-cost extensions are considered a major amendment and requests must be submitted no later than March 1st.

X. STATUS REPORTS

Two (2) Status reports should detail work activities; identify progress made on Scope Tasks to date, obstacles encountered during the contract, and new tasks that are about to begin. The report should follow the format of the approved Scope of Work and should report on activities contained therein.

If for any reason a jurisdiction is unable to perform the tasks identified or expend monies as detailed in the Scope of Work, a written explanation must be provided to the Grant Administrator at the Commission, as to why tasks were not performed and/or as to why monies were not spent. A formal annual review will be conducted each year by the Commission to evaluate the progress being made under the Scopes of Work. Local governments who have not expended at least half of the funding

appropriation and who have not provided justifications will be in jeopardy of losing funding in an amount commensurate with the time lost.

Due Dates	**Reporting Time Frame**
January 15, 2025	**1st Progress Status Report for Work completed July 1, 2024 – December 31, 2024**
May 15, 2025	**Final Invoice Due**
July 31, 2025	**Final Status Report Due for work completed January 1, 2025 – June 30, 2025**

Any changes to the original Scope of Work (as identified in Section VII above) must be requested in writing to the Grant Administrator at the Commission and written approval provided, before they can be included in the annual report. An electronic copy of the annual report shall be submitted to the Grant Administrator at the Commission.

XI. INVOICE

The Invoice must be submitted on local government letterhead or official local finance office stationery. An invoice should always include: the local jurisdictions name and address, federal identification number, grant agreement purchase order number, the time-frame covered by the invoice and should summarize, by category, expenditures which add up to the invoice total or the amount being requested for reimbursement or amount invoiced. In addition to the invoice, jurisdictions must include a detailed expenditure sheet that provides detailed line item descriptions, by category, of expenditures. The detailed expenditure sheet should include the time period that the invoice covers and provide detailed information on expenditures as described in Section V, on page 5. The Invoice must be submitted to the Grant Administrator at the Commission electronically on an **Annual basis** and include proper support documentation, of which the annual report is a part, in order to be considered valid submission. Please submit **One (1) electronic invoice**, detailed expenditure sheet, support documents. **Annual Invoice should be submitted to the Commission for payment on May 15, 2025.**

An Invoice dated prior to, or costs incurred prior to, the execution date noted on the Grant Agreement, are ineligible expenditures and cannot be reimbursed by the Commission.

Please note: Proper support documentation for items to which reimbursement request pertains, must be submitted before the invoice can be paid. Please refer to Appendix A, Section V – "Guidelines for Proper Invoicing" for valid types of documentation.

XII. WORK PRODUCTS

Two (2) Status reports and One (1) Invoice are required, with the exception of GIS activities and any scientific or technical paper, abstract or report. For GIS activities, refer to Article 9, "A-C," in the Grant Agreement, DNR/OOS-103, 04/16. For scientific or technical paper, abstract or report, please refer to Appendix B – General Conditions, Artic Property.

Appendix B
FY 2025 SCOPE OUTLINE
Semi-Annual Report

Two Semi Annual Reports are due for this contract. The first report is due on or before January 31, 2025 and the second report is due on or before July 31, 2025 to the Commission detailing work performed to complete the below tasks #1 - #4 in accordance to the signed grant contract agreement.

TASK #1: Review development projects located in the Critical Area to ensure compliance with local Critical Area Programs.

Eligible Activities:

- Review of building permits, site plans, subdivision plans, and other development propsoals in the Critical Area.
- Guiding development proposals through the local review process, including presentation to Planning Commissions and Boards of Appeals.
- Providing technical assistance to applicants in the form of site visits, maps, review comments, etc.

Deliverable Report

#1: Number of Applications Reviewed: -
_____

#2: Number of Planning Commission, BOA Meetings Attended:
_____

#3: Number of Site Visits Held: _____

#4: Number of Comment Letters and/or Meetings Held:
_____

Related Information: -
_____
_____
_____
_____

Documentation to be kept on file includes application files, meeting minutes, calendar appointments, copies of review letters.

TASK #2: Provide for enforcement of local Critical Area regulations by performing site visits, responding to complaints, issuing citations and "Stop Work" orders, and following up on mitigation and remediation efforts.

Eligible Activities:

- Responded to compliants, performed site visits.
- Issued citations and "Stop Work" orders.
- Reviewed and approved restoration and abatement plans.
- Performed follow-up site visits.

Deliverable Report:

#1: Number of site visits and filed field reports: _____

#2: Number of stop work orders issued: _____

#3: Number of approved restoration/abatement plans: _____

#4: Number of performance bonds released: _____

Related Information: -

_____

_____

_____

_____

Documentation to be kept on file includes violation files, copies of field reports, enforcement actions, signed plans, and inspection reports.

TASK #3: Provide general assistance to property owners within the Critical Area including explanation of regulations and discussion of development options on properties affected by the Critical

Area regulations.

Eligible Activities:

- Meetings, site visits and/or phone calls with members of the general public.

Deliverable Report:

#1: Number of citizens with whom you have provided assistance: _____

Related Information: -

_____

_____

_____

_____

Documentation to be kept on file may include meeting notes, calendar appointments, letters, sketches, or similar items.

TASK #4: Use fees-in-lieu or offset monies collected to promote the goals of the Critical Area Law.

Eligible Activities:

- Collection of fee-in-lieu for Buffer, forest and developed woodland clearing, and stormwater.
- Use of fee-in-lieu funds to plant riparian corridors, plant forest, plant FIDS habitat, install urban tree plantings, install stormwater best management practices, or other projects that may be authorized by agreement between the Commission and local jurisdiction.

Required Reporting:

#1: List of fee-in-lieu sources and rates:

☐ Buffer Rate: _____

☐ Forest and Developed Woodland Rate: _____

☐ Stormwater Rate: _____

#2: Start of FY25 Balance:

☐ Buffer: _____

☐ Forest and Developed Woodland: _____

☐ Stormwater Rate: _____

#3: End of FY25 Balance:

☐ Buffer: _____

☐ Forest and Developed Woodland: _____

☐ Stormwater Rate: _____

#4: Projects Implemented by Fee-In-Lieu Funds:

☐ Buffer: _____

☐ Forest and Developed Woodland: _____

☐ Stormwater: _____

Related Information: -

_____

_____

_____

_____

Documentation includes accounting balances, receipts, planting inspection reports and any court related decisions.

APPENDIX C

DEPARTMENT OF NATURAL RESOURCES

GENERAL CONDITIONS FOR CRITICAL AREA COMMISSION FOR THE CHESAPEAKE AND ATLANTIC COASTAL BAYS GRANT-IN-AID PROGRAM (REV. 04/16)

ARTICLE I - TERMS AND APPLICABILITY

These General Conditions apply to grant agreements that are exempt from the requirements of State Finance and Procurement Article, §11-101 *et seq.* of the Annotated Code of Maryland. The General Conditions do not constitute a complete agreement but are part of a Grant Agreement executed by all parties, which identifies the specific work to be performed, compensation, term, and special conditions, if any. The General Conditions and the Agreement are intended to be complementary and shall be construed together. In the event of a direct conflict between them, the terms of the Agreement, including the Scope of Work, shall govern and control.

Specific terms used in this document have the following meaning:

A. "Basic Agreement" means the executed document to which the general conditions contained herein are appended or incorporated.

B. "Agreement" means the agreement between the Critical Area Commission of the Department, defined herein, and the local government Grantee for performance of services, including the Scope of Work and these General Conditions.

C. "Scope of Work" or "Work" refers to the specific obligation of the local government Grantee as identified in the Agreement or other work statement incorporated into the Agreement.

D. "Grantee" means the State agency, political subdivision or local government entity obligated to perform services for the Critical Area Commission under this Agreement.

E. "Department" means the Maryland Department of Natural Resources. When used herein, the Department includes the Critical Area Commission defined below.

F. "Critical Area Commission" means the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays in the Department.

ARTICLE III - PERFORMANCE

A. Standard of Performance - The Grantee is responsible for the supervision and inspection of, and the technical accuracy and coordination of all data and works pursuant to this Agreement, and shall provide services and products meeting professional standards of quality and methodology.

B. Prosecution of the Work - The Grantee agrees to prosecute all work under this Agreement continuously and diligently and to meet all milestones contained in the Agreement. The Grantee further agrees that no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Grantee, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another sub-grantee or sub-contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Grantee or the sub-grantees, sub-contractors or suppliers.

C. Subletting or Assignment - The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided the personnel of any such successor, whether such successor be an individual, a partnership or a corporation, is acceptable to the Department. The Grantee shall not hire consultants, sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without prior written consent of the Department.

In the case of any sub-contract or sub-grant, the Grantee agrees to bind the subcontractor and every subcontractor agrees to be bound by all terms of this Agreement unless particular provisions are expressly waived in writing by the Department.

D. Changes - The Department, by written direction to the Grantee, may at any time make any change in the work within the general scope of the Agreement. Within fifteen (15) days of receipt of a Notice of Change, the Grantee shall advise the Department of the effect, if any, such changes would have on budgeting, cost, delivery schedules, milestones or any other Agreement provisions. If such effects are acceptable to the Department, the Department shall issue a Notice to Proceed with Changes, upon receipt of which the Grantee shall immediately institute all such requested changes. Such directed additions or changes to the Scope of Work shall become part of the Agreement. Any change or modification to the Agreement must be approved in writing by the Department.

E. Suspension of Work - The Department unilaterally may order the Grantee in writing to suspend, delay, or interrupt all or any part of the work for a period of time the Department determines to be appropriate.

F. Disputes - If the Grantee intends to assert a claim against the Department, the Grantee shall do so within 30 days of the date the Grantee knows, or should know, of the basis of

the claim. Failure to file a claim within the 30-day period is a complete bar to the claim. The claim shall consist of a written statement to the Department setting forth the nature and monetary extent of the claim, and the facts on which the claim is based. Pending resolution of a claim, the Grantee shall proceed diligently with the performance of the Agreement. The Department shall advise the Grantee in writing of the Department's decision on the claim. The Department's decision is final.

ARTICLE IV - PROPERTY

A. Rights in Data, Public Disclosure - Unless otherwise specified in writing as part of this Agreement, the Grantee agrees that all reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for it under the terms of this Agreement shall be delivered to and become and remain the property of the Department upon termination or completion of the work. The Grantee may retain copies for its files. The Department shall have the absolute right to duplicate and use, for any purpose whatsoever, all or any part of the technical data which are to be delivered under this Agreement.

The Grantee shall notify the Department in advance of public disclosure of any information related to this Agreement, unless such disclosure is compelled by legislative or judicial process. The Grantee shall in all cases submit to the Department (1) copy of any scientific or technical paper, abstract, report or other vehicle pertaining in whole or in part to this Agreement which the Grantee desires to publish, submit for publication, distribute or otherwise publicly disseminate. Such submission shall be made by the Grantee to the Department at least sixty (60) days prior to its planned initial public dissemination, disclosure, or submission for publication. The Grantee shall include in any such documents or vehicles of public disclosure a statement which acknowledges the Department, the specific programs therein, and the financial support provided by this Grant. Furthermore, upon receipt of a written request from the Department, the Grantee shall also provide a disclaimer stating that the contents of the aforesaid document or vehicle of public disclosure do not in any way reflect the views, opinions, or policies of the Department.

B. Patents and Copyrights - The Grantee may retain the entire right, title, and interest throughout the world to each subject invention associated with or reduced to practice in the course of performance under this Agreement. With respect to any subject invention in which the Grantee retains title, the Department, and in those cases where federal money is involved, the federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world.

The Grantee shall have the duty to disclose to the Department any invention associated with or reduced to practice in the course of performance under this Agreement. Furthermore, the Grantee agrees that, if at any time during the course of performance of this Agreement, it should become aware of a potential conflict between the rights of the Department under this Agreement, and those of any other party or entity, as to ownership of any patent or copyright interests developing in relation to said performance, then the Department shall be immediately notified of such conflict. In such a case, it is agreed and understood that the terms of this Agreement may be adjusted to provide for an equitable relationship between monies expended hereunder in pursuit of such patent or copyright interests and benefits to be obtained therefrom by the Department.

The Grantee assumes the risk that any materials, equipment, process, or other items required under the Agreement or furnished by the Grantee are subject to any patent, copyright, trademark, trade secret or other property right of another. The Grantee shall pay for all royalties and license fees and shall obtain all necessary licenses or permits to permit use of any such item by the Department. The Grantee shall defend all suits or claims of infringement of any patent, copyright, trademark, trade secret or other property right of another and shall save the Department harmless from loss or expense on account thereof.

C. Equipment - Unless otherwise provided in the Agreement, all non-expendable equipment, including major equipment as defined in this Article, procured with funds from this Agreement, shall be Department property and shall be used primarily for work under this Grant. Prior written approval of the Department shall be required for use of the equipment, on a non-interference basis, for other work of the Grantee. The Grantee shall use all effort to care for and maintain the equipment. Upon termination of this Grant, the Department shall determine what disposition shall be made of the equipment and shall so notify the Grantee within thirty (30) days. The Grantee shall report its acquisition of non-expendable equipment covered by this Agreement to the Department annually. Non-expendable equipment is that which: 1) has a probable useful life in excess of one year beyond the date of acquisition, and 2) costs at least $500, either as an individual piece or as a group of pieces intended to be used together.

All items of Major Equipment to be procured with funds from this Agreement shall be itemized in the budget of this Agreement to the extent possible. "Major Equipment" shall be defined as any item of equipment costing Two Thousand Dollars ($2,000.00) or more. Unless itemized in the budget approved by the Department, purchase of each item of Major Equipment shall require prior written approval of the Department.

ARTICLE V - INDEMNIFICATION

The Grantee is, to the fullest extent permitted by law, responsible for all damage to life and property due to its activities, or those of its agents, employees, sub-grantees or sub-contractors, in connection with its performance under this Agreement, and is responsible for all work, both permanent and temporary, until all services under this Agreement are declared accepted by the Department.

The Grantee shall, to the fullest extent permitted by law, indemnify and save harmless and defend the Department and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Agreement, either by the Grantee or any sub-contractor, sub-grantee, agents, employees, or representatives. This responsibility is not to be deemed as a waiver of any immunity which may exist in any action against the Department. The State shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Agreement.

ARTICLE VI - WARRANTIES AND DISCLOSURES

A. Nondiscrimination in Employment – The Grantee agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability of a qualified individual with a disability and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

B. Compliance with Laws - The Grantee hereby represents and warrants that:

1. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and

2. It, and any subcontractor or subgrantee, shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

ARTICLE VII - ACCOUNTING

A. Retention of Records - Audit - The Grantee shall retain and maintain all records and documents relating to this Agreement for three years after final payment by the Department hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the Department, including the Critical Area Commission's procurement officer or designee, at all reasonable times. The Department shall have the right, during usual business hours, to examine and audit pertinent records of the Grantee to verify invoices submitted pursuant to this Agreement.

B. Payment of State Obligations - Payments to the Grantee shall be made in accordance with the terms of the Agreement. The Department is not responsible under any circumstances for payment of any charges due to late payment of invoices.

ARTICLE VIII - DURATION

A. Effective Date - It is understood and agreed by the parties hereto that this Agreement and any modification thereof shall not become effective or enforceable until executed by the Department.

B. Termination for Convenience - The performance of work under this Grant Agreement may be terminated by the Department in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Agreement that the Grantee has incurred up to the date of termination and all reasonable costs

actually incurred by the Grantee and directly associated with termination of the Grant Agreement.

C. Termination for Default - If the Grantee fails to fulfill its obligation under this Agreement properly and on time, or otherwise fails to carry out the work or violates any term of this Agreement, the Department may terminate the Agreement by written notice to the Grantee and payment may be withheld at the discretion of the Department. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Grantee shall, at the Department's option, become the Department's property. The Department shall pay the Grantee fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Grantee's breach. If the damages are more than the grant funds payable to the Grantee, the Grantee will remain liable after termination and the Department can affirmatively recover any amount due to the Department.

ARTICLE IX - LEGAL

A. Severability - If a court of competent jurisdiction declares that any of these provisions contravenes, or is invalid under, the laws of Maryland, or of the county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

B. This agreement embodies that whole agreement of the Parties. There are no promises, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated by reference.

C. Law Applicable – This Agreement is governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

APPROVED *as to form and legal sufficiency*
By: DNR Office of the Attorney General
Department of Natural Resources
June 2024

Wes Moore
Governor
Aruna Miller
Lt. Governor

Erik Fisher
Chair
Katherine Charbonneau
Executive Director

STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS

FY 2025
AUTHORIZATION SIGNATURE FORM

At the beginning of each grant agreement period, jurisdictions must submit to the Commission in writing, the name and title of the individual having proper authority to sign, on behalf of the local government, as to the validity and accuracy of the information being submitted.

This individual will also serve as the first point of contact for auditing purposes agrees that it will maintain hard copies (ink or computer printout) of time sheets for a term of not less than three years after the close of the grant. Salary Summary sheets may be submitted in lieu of individual time sheets.

The Authorized signee hereby certifies that submitted hours worked were expended to accomplish technical requirements of the Critical Area Program Implementation Grant Agreement signed with the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays, Department of Natural Resources.

Kent County, MD
Jurisdiction Name:

52-6000974
Federal ID#:

Ronnie Fithian
Signatory for Jurisdiction

07/16/2024
Date

Ron Fithian, President, County Commissioners of Kent County
Printed Name & Title of Signatory for Jurisdiction

Please return completed form to Grant Administrator via email:
cacgrants.dnr@maryland.gov

1804 West Street, Suite 100, Annapolis, Maryland 21401 – (410) 260-3460 – Fax: (410) 974-5338
dnr.maryland.gov/criticalarea/ – TTY users call via the Maryland Relay Service

#6 - Dan Mattson, Director, Public Works
7/16/2024
County Commissioners Meeting

Item Summary:
Maryland Environmental Service, Midshore II Regional Landfill Tipping Fees

#7 - Dan Mattson, Director, Public Works
7/16/2024
County Commissioners Meeting

Item Summary:
FY2025 Petroleum Fuels and Propane Delivery Contract Renewal

ATTACHMENTS:

Description

07.16.24 Memorandum Of Understanding Dixie Land Energy, LLC FY2025 Petroleum Fuels and Propane Delivery Contract Renewal PW 23-15

DEPARTMENT OF PUBLIC WORKS
709 Morgnec Road
Chestertown, MD 21620
410-778-2600
Daniel F. Mattson, P.E., C.F.M., C.D.E., Director
dmattson@kentgov.org
Carrie Klein, Deputy Director
cklein@kentgov.org

Kent County
MARYLAND

Memorandum of Understanding (MOU)

To: Basil Stephen Perry Jr., President of Dixie Land Energy, LLC

From: Daniel F. Mattson, P.E., C.F.M., C.M.E., Director of Public Works; Carrie Klein, Deputy Director of Public Works

Date: June 24th, 2024

Re: Petroleum Fuels & Propane Delivery Services Contract Renewal for Kent County, MD

The Department of Public Works in Kent County, MD is publishing this Memorandum of Understanding (MOU) for a Renewal of the Petroleum Fuels and Propane Delivery Services Contract, originally initiated on June 27th, 2023 between Kent County, MD and Dixie Land Energy, LLC.

This Renewal of Contract is the **first** of up to three (3) renewal options, per the original Request for Proposals # PW 23-15 documents, extending the expiration date by one calendar year from the last, presenting a new contract expiration of **June 30th, 2025**. At that time, both parties may discuss renewal options again and, upon mutual consent, may continue to perform the work that is further outlined in Section C. Scope of Work within the Request for Proposals # PW 23-15 documents. Please see Attachment A, dated June 4, 2024, for the proposed unit pricing for the new Contract Term, effective as of Fiscal Year 2025 (July 1st, 2024 through June 30th, 2025).

Both parties hereto represent that they have the authority to enter into this Renewal of Contract; therefore, the individuals executing this Contract are indeed authorized to execute it and bind it to their respective parties.

07/16/2024
Date of Execution and Witness

7/5/24
Date of Execution and Witness

Ronnie Tilghman
President of Kent County Commissioners' Office

Principal of Dixie Land Energy, LLC

Witness to Attest

Briana B. Unger
Witness to Attest

Echo Hill Outdoor School, Beer and Wine, July 20, 2024
7/16/2024
County Commissioners Meeting

ATTACHMENTS:

Description

2024-PD29 Echo Hill Outdoor School, Beer and Wine, July 20, 2024, Application

2024-PD29

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

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

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

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

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

Echo Hill Outdoor School

Address 13655 Bloomingneck Rd Walden MD 21678

Type of Function Crab feast fundraiser

Location of Function The foot of High Street

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) 7/20/24
Begin at: 4pm End at: 8pm and the applicant tenders herewith the sum of ($25 Per Diem) ($25)
in payment for the license. $15 $15

Please Select One:
(X) Pick Up
( ) Mail Permit (will be mailed to above address)

9. Applicants

(1) Peter Rice III — 129 N Queen St Chestertown MD
Name — Residence

33 yrs — Exec Dir — 443-480-1710 — [signature]
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 16TH day of July, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared PETER RICE III the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[signature] (SEAL)

ANNELIEKE WALBERT My Commission Expires NOTARY PUBLIC 12-03-2026 KENT COUNTY, MD

(2) Robin Whitney — 25130 E. Kenfield Rd Worton, MD 21678
Name — Residence

34 years — Business Mgr. — 410-708-1206 — Rob Whit
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 16TH day of July, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared ROBIN WHITNEY the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[signature] (SEAL)

ANNELIEKE WALBERT My Commission Expires NOTARY PUBLIC 12-03-2026 KENT COUNTY, MD

(3) Adrienne Wrona — 416 Kennersley Farm Ln
Name — Residence

2 years — Dev. Coordinator — 570-292-1722 — [signature]
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 16TH day of July, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared ADRIENNE WRONA the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[signature] (SEAL)

ANNELIEKE WALBERT My Commission Expires NOTARY PUBLIC 12-03-2026 KENT COUNTY, MD

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

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

SIGNATURE OF OWNER: _____ PRINT NAME: _____

SIGNATURE OF OWNER: _____ PRINT NAME: _____

NAME OF ENTITY: TOWN OF CHESTERTOWN

AUTHORIZED AGENT SIGNATURE: _____ PRINT NAME: Laurence D. Ike

TITLE OF AUTHORIZED AGENT: TOWN MANAGER

NOTARY
OWNER/ENTITY OF PREMISES

STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 16th day of July, 2024 before the subscriber, a Notary of the State of Maryland, personally appeared ~~Peter Rice III~~ Lawrence Ike and acknowledged the execution of the foregoing statement to be a true act.

KJZ 7/16/2024

WITNESS my hand and official seal.

KIMBERLY J LAWSON NOTARY PUBLIC (SEAL) CECIL COUNTY, MARYLAND EXP. 10-24-2025

_____

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

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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

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

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

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

Name of organization, club, etc. Echo Hill Outdoor School

Address 8655 Bloomingneck Rd Worton MD 21678

Name Peter Rice III (Please Print) (Signature)

Phone # 410 348-5880 Date 7/15/24

RECEIVED
JUL 16 2024
KENT COUNTY
COMMISSIONERS OFFICE

Rock Hall Lions Club, Beer, Wine, and Liquor, August 10, 2024
7/16/2024
County Commissioners Meeting

ATTACHMENTS:

Description

2023 Special Class C (Per Diem) License Affidavit, Page 1 of Application

2024 PD-28 Rock Hall Lions Club, Beer, Wine, and Liquor, August 10, 2024, Application

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

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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

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

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

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

Name of organization, club, etc. _____

Address _____

Name _____ _____

(Please Print) (Signature)

Phone #_____ Date _____

2024 PD-28

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

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

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

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

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

Rock Hall Lions Club

Address P. O. Box 285, Rock Hall MD 21661

Type of Function Pirate Beach Party

Location of Function Ferry Park Beach, Rock Hall

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) 8/10/2024.
Begin at: 10 AM End at: 4 PM and the applicant tenders herewith the sum of ($ 25 Per Diem) ($ 25) in payment for the license.

Please Select One:
( ) Pick Up
(X) Mail Permit (will be mailed to above address)

RECEIVED
JUL 08 2024
By

9. Applicants

(1) Debra J Woodruff-Copper 5018 Hunting field Rd Rock Hall
Name Residence
17 years President 610-220-9104 Debra J Woodruff-Copper
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 8th day of July, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Debra J Woodruff-Copper the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Cheryl M Butler

CHERYL M BUTLER
Notary Public - State of Maryland
Kent County
My Commission Expires Apr 10, 2028

(SEAL)

(2) Carol A Sutera 5778 MAIN ST ROCK HALL, MD 21661
Name Residence
3 yrs TREASURER 610-299-8806
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 8th day of July, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Carol A. Sutera the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Cheryl M Butler

CHERYL M BUTLER
Notary Public - State of Maryland
Kent County
My Commission Expires Apr 10, 2028

(SEAL)

(3) Carol A. Maglov 5757 Walnut St. Rock Hall 21661
Name Residence
3yrs Program Mgr 443-987-5083
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 8th day of July, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Carol A Maglov the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Cheryl M Butler

CHERYL M BUTLER
Notary Public - State of Maryland
Kent County
My Commission Expires Apr 10, 2028

(SEAL)

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

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

SIGNATURE OF OWNER: ~~Cheryl M Butler~~ Acting Clerk Treasurer LSC OK PRINT NAME: ~~Cheryl M Butler~~

SIGNATURE OF OWNER: _____ PRINT NAME: _____

NAME OF ENTITY: Town of Rock Hall

AUTHORIZED AGENT SIGNATURE: ~~Robert S Reesle~~ PRINT NAME: Robert S. Reesle

TITLE OF AUTHORIZED AGENT: Town Manager

NOTARY
OWNER/ENTITY OF PREMISES

STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 8th day of July, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Robert S Reesle and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.

CHERYL M BUTLER
Notary Public - State of Maryland
Kent County
My Commission Expires Apr 10, 2028

(SEAL) Cheryl M Butler

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

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

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Name of organization, club, etc. Rock Hall Lions Club

Address P.O Box 285 Rock Hall MD 21661

Name Debra Wadruff-Capper Debra Wadruff-Capper
(Please Print) (Signature)

Phone # 610-220-9104 Date 7/2/2024

Singles on Sailboats, Beer, Wine, and Liquor, August 17, 2024
7/16/2024
County Commissioners Meeting

ATTACHMENTS:

Description

2023 Special Class C (Per Diem) License Affidavit, Page 1 of Application

2024 PD-26 Singles on Sailboats, Beer, Wine, and Liquor, August 17, 2024, Application

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

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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

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

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

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

Name of organization, club, etc. _____

Address _____

Name _____ _____

(Please Print) (Signature)

Phone #_____ Date _____

Alcoholic Beverages Law

APPLICATION FOR A SPECIAL CLASS "C" LICENSE 2024 PD-26

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

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

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

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

Singles on Sailboats

Address PO Box 5708 Annapolis, MD 21403

Type of Function Sailing Get-together

Location of Function Lankford Marina

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) 8/17/24
Begin at: 11 AM End at: 11 PM and the applicant tenders herewith the sum of ($25.00 Per Day) ($25.00) in payment for the license.

Please Select One:
( ) Pick Up
(X) Mail Permit (will be mailed to above address

RECEIVED
JUN 20 2024
By RJC

Alcoholic Beverages Law
APPLICATION FOR A SPECIAL CLASS "C" LICENSE 2024 PD-26

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

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

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

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

Singles on Sailboats

Address PO Box 5708 Annapolis, MD 21403

Type of Function Sailing Get-together

Location of Function Lankford Marina * 23002 McKinleyville Rd Rock Hall, MD 21661

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) 8/17/24.
Begin at: ~~11 AM~~ * 4:00 pm. End at: 11 PM – 10:00 pm. and the applicant tenders herewith the sum of ($25.- Per Day) ($~~25.-~~) in payment for the license.
via phone w/ B. Schreitmuller 6/27/24 SmB

Please Select One:
( ) Pick Up
(X) Mail Permit (will be mailed to above address

RECEIVED
JUN 20 2024
By

9. Applicants

(1) Carol L. Niemand 210 Rolling Rd, Chestertown, MD 21620
Name Residence
23 years (703) 864-7139 Carol L. Niemand
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 14th day of JUNE, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared CAROL L. NIEMAND the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

DAVID KELLY LECLAIR NOTARY PUBLIC QUEEN ANNE'S COUNTY MY COMMISSION EXPIRES JANUARY 31, 2025

(SEAL)

(2) Janet Pennewell Annapolis MD *709 Severn Avenue 21403
Name Residence
n/a Social Co. Chair 602-505-5746
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15th day of June, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Janet Pennewell the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

DANIELLE M LACIDONIA
Notary Public - State of Maryland
Anne Arundel County
My Commission Expires Sep 12, 2026

(SEAL)

(3) BETSY SCHREITMUELLER *57 Regatta Bay Court No. 161 ANNAPOLIS, MD 21401
Name Residence
N/A EVENT SOCIAL CHAIR 410 703 1934
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15th day of June, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Betsy Schreitmueller the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

DANIELLE M LACIDONIA
Notary Public - State of Maryland
Anne Arundel County
My Commission Expires Sep 12, 2026

(SEAL)

STATEMENT OF OWNER OF PREMISES REQUIRED IN CONNECTION WITH ALCOHOLIC BEVERAGES LAW OF MARYLAND

(I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) of the property named in the a foregoing application made to the aforesaid licensing authority for said county under the Alcoholic Beverages Law of Maryland and assent to the granting of the license applied for, and hereby authorize the State Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) of said county, its duly authorized agents and employees, and any peace officer of such county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the building in which said business is to be conducted, at any and all hours.

_____ (Signature)

Michele J Sipala (Print Name)

STATE OF MARYLAND, Kent :

THIS CERTIFIES, That on the 14 day of June, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Michele J. Sipala _____ and acknowledged the execution of the a foregoing statement to be true act.

WITNESS my hand and official seal. Donna M. Lins

(SEAL)

Donna M. Lins
My Commission Expires
Notary
Public
Sept. 21, 2024
Kent County, MD

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

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

SIGNATURE OF OWNER: _____ PRINT NAME: _____

SIGNATURE OF OWNER: _____ PRINT NAME: _____

NAME OF ENTITY: Tiller's Real Estate Holdings, LLC

AUTHORIZED AGENT SIGNATURE: Kristt Luerch Sipala PRINT NAME: Kristen Luerch Sipala

TITLE OF AUTHORIZED AGENT: Authorized Person

NOTARY
OWNER/ENTITY OF PREMISES

STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 5th day of July, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Kristen Luerch Sipala and acknowledged the execution of the foregoing statement to be a true act.

WITNESS, my hand and official seal.

SONDRA MARIE BLACKISTON NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD MY COMMISSION EXPIRES DECEMBER 20, 2025

(SEAL)

Sondra M Blackiston

ARTICLES OF ORGANIZATION

The undersigned, with the intention of creating a Maryland Limited Liability Company files the following Articles of Organization:

(1) The name of the Limited Liability Company is:
Tillers Real Estate Holdings LLC (W22559090)

(2) The address of the Limited Liability Company in Maryland is:
12083 Blacks Station Road, Kennedyville, MD, 21645

(3) In order to operate in Maryland, will the registering entity require a business or industry license that is issued by the state or any other local agency?
Uncertain

(4) The Resident Agent of the Limited Liability Company in Maryland is:
Kristen Loerch Sipala

whose address is:
12083 Blacks Station Road, Kennedyville, MD, 21645

(5) Signature(s) of Authorized Person(s):

Kristen Loerch Sipala

(6) Signature(s) of Resident Agent(s):

Kristen Loerch Sipala

(7) Filing party's name and return address:

Mrs . Kristen Loerch Sipala, 12083 Blacks Station Road, Kennedyville, MD, 21645

I hereby consent to my designation in this document.

Real Property Data Search ( )
Search Result for KENT COUNTY

View Map **View GroundRent Redemption** **View GroundRent Registration**

Special Tax Recapture: None

Account Identifier: **District -** 05 **Account Number -** 003865

Owner Information

Owner Name: TILLERS REAL ESTATE HOLDINGS LLC
Use: COMMERCIAL
Principal Residence: NO

Mailing Address: 23002 MCKINLEYVILLE RD
ROCK HALL MD 21661-0000
Deed Reference: /01257/ 00108

Location & Structure Information

Premises Address: 23002 MCKINLEYVILLE RD
ROCK HALL 21661-0000
Waterfront
Legal Description: LOT 2.11 AC
23002 MCKINLEYVILLE ROAD
E OF ROCK HALL

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	M1 227
0051	0004F	0186	10000.15	0000				2022	Plat Ref:	0001/ 0227

Town: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1968	7,596 SF		2.1100 AC	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
		RETAIL STORE	/	C4			

Value Information

	Base Value	Value	Phase-in Assessments	
		As of	As of 07/01/2023	As of 07/01/2024
Land:				
Improvements				
Total:				
Preferential Land:	0	0		

Transfer Information

Seller: EDWARDS CHARLOTTE L & DOUGLAS R	**Date:** 06/15/2022	**Price:**
Type: NON-ARMS LENGTH OTHER	**Deed1:** /01257/ 00108	**Deed2:**
Seller: EDWARDS, CHARLOTTE L & DOUGLAS R.	**Date:** 01/13/2005	**Price:** $0
Type: NON-ARMS LENGTH OTHER	**Deed1:** MLM /00400/ 00479	**Deed2:**
Seller: EDWARDS, CHARLOTTE L, TRUSTEE	**Date:** 01/21/2003	**Price:** $0
Type: NON-ARMS LENGTH OTHER	**Deed1:** MLM /00291/ 00439	**Deed2:**

Exemption Information

Partial Exempt Assessments:	Class	07/01/2023	07/01/2024
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00|0.00	0.00|0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application **Date:**

Filing Date and Time: 7/21/2023 9:18:20 AM

Acknowledgment Number: 5000000008538083

RESOLUTION

TO CHANGE PRINCIPAL OFFICE OR RESIDENT AGENT

Business Name: TILLERS REAL ESTATE HOLDINGS LLC (W22559090)

State of Formation: MD

Change Principal Office Address

From: 12083 BLACKS STATION ROAD
KENNEDYVILLE, MD 21645

To: 23002 MCKINLEYVILLE ROAD
ROCK HALL, MD 21661

Change Resident Agent Name and Address

From: KRISTEN LOERCH SIPALA

12083 BLACKS STATION ROAD
KENNEDYVILLE, MD 21645

To: LOCHNER LAW FIRM, P.C.

91 MAIN STREET
4TH FLOOR
ANNAPOLIS, MD 21401

I certify under penalties of perjury the foregoing is true.

Signed: MICHELE J SIPALA, AUTHORIZED PERSON

Officer/Authorized Person/Partner

I hereby consent to my designation in this document as resident agent for this entity.

Signed: TODD LOCHNER, ATTORNEY

Resident Agent

Signed:

Resident Agent

Signed:

Resident Agent

Signed:

Resident Agent

Signed:

Resident Agent

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

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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

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

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

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

Name of organization, club, etc. SINGLES ON SAILBOATS

Address P.O. BOX 5708 ANNAPOLIS, MD 21403

Name BETSY SCHREITMUELLER

(Please Print) (Signature)

Phone # 410 703 1934 Date 6-15-2024

7-1-2024 (REVISION)

Jamie Williams, Director, Economic and Tourism Development
7/16/2024
County Commissioners Meeting

Item Summary:
Certificate of Appreciation - Chef Robbie Jester

ATTACHMENTS:

Description

Economic___Tourism_Development_NA_Cover

07.16.24 Robbie Jester, Certificate of Recognition

Kent County MARYLAND

Department of Economic and Tourism Development

Certificate of Recognition
Chef Robbie Jester

Certificate of Recognition

This is to certify that

Robbie Jester

is hereby recognized

for always holding Kent County, Maryland, close to his heart. The twelve years his parents owned and operated the Harbor House (2002-2015) were formative, as he grew up working and serving the community there. Despite relocating to Newark, Delaware, for his career, Robbie frequently returned to Kent County, organizing numerous farm-to-table dinners at Crow Farm and Vineyard. His commitment to supporting local providers and using seasonal ingredients shines through in every dish he prepares.

Robbie's Maryland roots and love for Eastern Shore cuisine have been showcased on shows like Guys Grocery Games, Beat Bobby Flay, Pressure Cooker, and Chopped. His motivation for appearing on TV stems from a desire to inspire people to step out of their comfort zones and explore new culinary experiences. Robbie extends his passion for teaching and leadership by mentoring high school culinary students, shaping the industry's future. He shares insights into his leadership style on various podcasts, hoping to motivate other industry leaders.

When the owners of Deep Blue at Kitty Knight invited Robbie back as their Culinary Director, he eagerly accepted, embracing the chance to return to Kent County. For Robbie, being in Kent County, whether for work or leisure, brings a profound sense of peace. He has always been dedicated to giving back to his community, and now he sees this as his moment to continue supporting Kent County, Maryland.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member

July 16, 2024

Thomas N. Yeager, County Attorney
7/16/2024
County Commissioners Meeting

Item Summary:
Legislative Session Protocol

ATTACHMENTS:
Description

Dennis Hickman, Sheriff, Kent County Sheriff's Office
7/16/2024
County Commissioners Meeting

Item Summary:
First Reading - Code Home Rule Bill No. 5-2024 Pawnbrokers and Secondhand Dealers

ATTACHMENTS:

Description

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

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.

DRAFT

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.
~~Strike through~~ indicates matter deleted from existing law.

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:

ANTIQUE 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

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.
~~Strike through~~ indicates matter deleted from existing law.

DRAFT

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.

DRAFT

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.

DRAFT

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.
~~Strike through~~ indicates matter deleted from existing law.

Katie Abbott, Economic Development Manager, Economic and Tourism Development
7/16/2024
County Commissioners Meeting

Item Summary:
MD PACE 2.0 Program Updates
First Reading - Code Home Rule Bill No. 6-2024 Clean Energy Loan Program

ATTACHMENTS:

Description

Cover Page

06.21.24_Proposed_Ordinance DRAFT

Summary of Changes

Adopted CHR3-2016 Clean Energy Loan Program

Kent County MARYLAND

Department of Economic and Tourism Development

MD PACE 2.0 Program Updates

Version 2.0

MD PACE

Property Assessed Clean Energy Loans

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

_____
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

DRAFT

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.
~~Strike through~~ indicates matter deleted from existing law.

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, TRANSFERESS, 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,§§~~

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~~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

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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~~

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~~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

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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 owning. The County shall not incur any liability to the Clean Energy Lender or others in the event of default.

(E) Payment to Clean Energy Lender. The County shall have no ownership of the surcharges collected except for administrative costs provided under this subtitle. The Controller shall pay all surcharge payments in any calendar month to the applicable Clean Energy Lender or the Clean Energy Loan Program Administrator within **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.

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(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]

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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.

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MDPACE 2.0

Summary of Qualifying Projects and Qualifying Costs

Qualifying Projects.

The cost of the following types of qualifying projects to existing buildings and structures, or new construction, on Commercial Property may be financed through the Clean Energy Loan Program:

(1) 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) 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) 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 other project approved by the County or the Clean Energy Loan Program Administrator as qualifying consistent with the Act.

Qualifying Costs.

A Clean Energy Loan may be used to pay for all costs incurred by a Property Owner in connection with the Qualifying Projects, including, but not limited to the cost of the energy audit; feasibility studies and reports; project management, design, installation, and construction of the Qualifying Projects; commissioning; energy savings or performance guaranty or insurance; building accreditation; closing costs of the Clean Energy Loan; permitting fees; administrative fees; post-install Evaluation, Measurement & Verification; and, building accreditation.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

July 19, 2016
Legislative Session Day

Legislative Session Day
July 19, 2016

CODE HOME RULE
BILL NO. 3-2016

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

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

THE COUNTY COMMISSIONERS OF KENT COUNTY

William W. Pickrum, President

INTRODUCED, read first time, July 19, 2016, ordered posted and public hearing scheduled on August 9, 2016, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By Order of:

Sondra M. Blackiston, Clerk

RECEIVED
CLERK, CIRCUIT COURT
2016 SEP -8 P 3:35
KENT COUNTY

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on August 9, 2016. Reported favorably [with] [without] amendments; read second time and ordered to be considered on September 6, 2016, a legislative session day.

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A BILL ENTITLED CHR 3-2016 CLEAN ENERGY LOAN PROGRAM

SECTION 1

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

ARTICLE VII
CLEAN ENERGY LOAN PROGRAM

§152-30. CLEAN ENERGY LOAN PROGRAM.

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

(1) "CLEAN ENERGY FINANCING AGREEMENT" MEANS AN AGREEMENT BETWEEN A PROPERTY OWNER AND A CLEAN ENERGY LENDER PROVIDING FOR THE TERMS AND CONDITIONS OF A CLEAN ENERGY LOAN.

(2) "CLEAN ENERGY LENDER" MEANS A PRIVATE LENDER PROVIDING A CLEAN ENERGY LOAN.

(3) "CLEAN ENERGY LOAN" MEANS ANY LOAN MADE BY A PRIVATE LENDER TO A PROPERTY OWNER UNDER THE CLEAN ENERGY LOAN PROGRAM.

(4) "CLEAN ENERGY LOAN PROGRAM ADMINISTRATOR" MEANS ANY PERSON OR ENTITY SELECTED BY THE COUNTY TO MANAGE THE CLEAN ENERGY LOAN PROGRAM.

(5) "CLEAN ENERGY LOAN OBLIGATION" MEANS ALL INDEBTEDNESS AND OBLIGATIONS OF A PROPERTY OWNER TO A CLEAN ENERGY LENDER UNDER A CLEAN ENERGY FINANCING AGREEMENT.

(6) "COMMERCIAL PROPERTY" HAS THE MEANING STATED IN THE LOCAL GOVERNMENT ARTICLE, §§ 1-1101 ET. SEQ., OF THE STATE CODE.

(7) "PROPERTY OWNER" MEANS AN OWNER OF COMMERCIAL PROPERTY AS DEFINED IN THIS SUBSECTION.

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

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

(C) RULES AND REGULATIONS. THE DIRECTOR OF FINANCE MAY ADOPT RULES AND REGULATIONS TO ADMINISTER THE CLEAN ENERGY LOAN PROGRAM CONSISTENT WITH THIS SUBTITLE.

(D) PROGRAM ADMINISTRATOR. THE COUNTY COMMISSIONERS OF KENT COUNTY MAY ENTER INTO AN AGREEMENT WITH A PRIVATE ENTITY TO ADMINISTER THE CLEAN ENERGY LOAN PROGRAM.

(E) SCOPE. COMMERCIAL PROPERTY OWNERS ARE ELIGIBLE TO PARTICIPATE IN THE CLEAN ENERGY LOAN PROGRAM FOR NON-ACCELERATING LOANS GREATER THAN $25,000.

(F) ELIGIBILITY. IN ORDER TO BE ELIGIBLE FOR A CLEAN ENERGY LOAN, THE PROPERTY OWNER SHALL:

(1) HAVE A 100% OWNERSHIP INTEREST IN THE PROPERTY LOCATED IN KENT COUNTY FOR WHICH IMPROVEMENTS ARE BEING MADE;

(2) DEMONSTRATE THAT THE MOST RECENT PROPERTY TAXES, ASSESSMENTS, AND CHARGES ON THE PROPERTY HAVE BEEN PAID;

(3) PROVIDE A COPY OF WRITTEN NOTICE TO ALL CURRENT HOLDERS OF A MORTGAGE OR DEED OF TRUST WHO HAVE A PRIORITY RECORDED LIEN ON THE PROPERTY AND WRITTEN PROOF OF EXPRESS CONSENT TO THE CLEAN ENERGY LOAN AS A PRIORITY LIEN BY ALL CURRENT HOLDERS OF A MORTGAGE OR DEED OF TRUST ON THE PROPERTY; AND

(4) ESTABLISH THAT THE OWNER OF THE COMMERCIAL PROPERTY IS ABLE TO REPAY THE LOAN PROVIDED UNDER THE CLEAN ENERGY LOAN PROGRAM, IN A MANNER SUBSTANTIALLY SIMILAR TO THAT REQUIRED FOR A MORTGAGE LOAN UNDER §§ 12-127, 12-311, 12-409.1, 12-925, AND 12-1029 OF THE COMMERCIAL LAW ARTICLE OF THE STATE CODE.

(G) QUALIFYING IMPROVEMENTS. THE FOLLOWING IMPROVEMENTS, EITHER NEW OR REPLACEMENT, QUALIFY AS ENERGY EFFICIENCY OR RENEWABLE ENERGY PROJECTS UNDER THE CLEAN ENERGY LOAN PROGRAM:

(1) SOLAR ENERGY EQUIPMENT;

(2) GEOTHERMAL ENERGY DEVICES;

(3) WIND ENERGY SYSTEMS;

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(4) WATER CONSERVATION DEVICES NOT REQUIRED BY LAW;

(5) ANY CONSTRUCTION, RENOVATION OR RETROFITTING OF COMMERCIAL PROPERTY TO REDUCE ENERGY CONSUMPTION, INCLUDING, HIGH EFFICIENCY LIGHTING AND BUILDING SYSTEMS, HEATING VENTILATION AIR CONDITIONING (HVAC) UPGRADES, HIGH EFFICIENCY BOILERS AND FURNACES, HIGH EFFICIENCY HOT WATER HEATING SYSTEMS, COMBUSTION AND BURNER UPGRADES, FUEL SWITCHING, HEAT RECOVERY AND STEAM TRAPS, BUILDING SHELL OR ENVELOPE IMPROVEMENTS, FENESTRATION IMPROVEMENTS, BUILDING ENERGY MANAGEMENT SYSTEMS, AND PROCESS EQUIPMENT UPGRADES; AND

(6) ANY OTHER IMPROVEMENT APPROVED BY THE COUNTY OR THE CLEAN ENERGY LOAN PROGRAM ADMINISTRATOR AS QUALIFYING AS AN ENERGY EFFICIENCY PROJECT OR RENEWABLE ENERGY PROJECT.

(H) QUALIFYING COSTS. A CLEAN ENERGY LOAN MAY BE USED TO PAY FOR ALL COSTS INCURRED BY A PROPERTY OWNER IN CONNECTION WITH THE QUALIFYING IMPROVEMENTS, INCLUDING THE COST OF THE ENERGY AUDIT; FEASIBILITY STUDIES AND REPORTS; PROJECT MANAGEMENT, DESIGN, INSTALLATION, AND CONSTRUCTION OF THE QUALIFYING IMPROVEMENTS; COMMISSIONING; ENERGY SAVINGS OR PERFORMANCE GUARANTY OR INSURANCE; BUILDING ACCREDITATION; CLOSING COSTS OF THE CLEAN ENERGY LOAN; PERMITTING FEES; ADMINISTRATIVE FEES; POST-INSTALL EVALUATION, MEASUREMENT & VERIFICATION; AND, BUILDING ACCREDITATION.

§152-31. REAL PROPERTY TAX SURCHARGE.

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

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(B) CALCULATION. THE SURCHARGE FOR A CLEAN ENERGY LOAN SHALL INCLUDE THE CLEAN ENERGY LOAN OBLIGATION AND ANY ADMINISTRATIVE COSTS INCURRED BY THE COUNTY WHICH SHALL BE THE ACTUAL EXPENSES INCURRED TO ADMINISTER THE PROGRAM.

(C) NOTICE OF LEVY AND LIEN OF SURCHARGE. UPON RECEIVING WRITTEN NOTICE FROM THE CLEAN ENERGY LOAN PROGRAM ADMINISTRATOR OF THE EXECUTION OF A CLEAN ENERGY LOAN FINANCING AGREEMENT, KENT COUNTY SHALL PROMPTLY FILE THE NOTICE OF LEVY AND LIEN OF SURCHARGE IN THE LAND RECORDS, THEREBY PROVIDING NOTICE TO THIRD PARTIES. SUCH NOTICE SHALL CONTAIN:

(1) THE DATE THE CLEAN ENERGY LOAN WAS MADE TO THE PROPERTY OWNER AND THE PROPERTY BECAME SUBJECT TO THE SURCHARGE;

(2) THE TERM OF THE CLEAN ENERGY LOAN AND OVER WHICH THE SURCHARGE WILL APPLY TO THE PROPERTY;

(3) THE CLEAN ENERGY LOAN OBLIGATION AND ESTIMATED COUNTY ADMINISTRATIVE COSTS FOR THE FIRST YEAR;

(4) THE ANNUAL PRINCIPAL AND INTEREST AMOUNT FOR EACH YEAR OF THE TERM OF THE CLEAN ENERGY LOAN, INCLUDING ANY PARTIAL YEAR PRORATED AMOUNTS;

(5) PREPAYMENT REQUIREMENTS AND ANY PREPAYMENT PREMIUM THAT MAY APPLY TO A PREPAYABLE CLEAN ENERGY LOAN;

(6) NOTICE THAT THE CLEAN ENERGY LOAN OBLIGATIONS AND THE COUNTY'S ADMINISTRATIVE COSTS WILL BE REPAID THROUGH A SURCHARGE INCLUDED ON THE OWNER'S REAL PROPERTY TAX BILL DUE AND PAYABLE ON THE SAME DATE AS THE REAL PROPERTY TAX BILL;

(7) NOTICE THAT AN UNPAID CLEAN ENERGY LOAN SURCHARGE CONSTITUTES A FIRST LIEN ON THE PROPERTY THAT HAS PRIORITY OVER PRIOR OR SUBSEQUENT LIENS IN FAVOR OF PRIVATE PARTIES AND THAT THE SURCHARGE WILL CONTINUE AS A LIEN ON THE PROPERTY FROM THE DATE IT BECOMES PAYABLE UNTIL THE UNPAID SURCHARGE AND INTEREST AND PENALTIES ON THE SURCHARGE ARE PAID IN FULL, REGARDLESS OF A CHANGE IN OWNERSHIP OF THE PROPERTY, WHETHER VOLUNTARY OR INVOLUNTARY; AND

(8) NOTICE THAT IF PAYMENTS OF SURCHARGES ARE NOT TIMELY PAID, THE SURCHARGE WILL BE COLLECTIBLE AS A TAX LIEN THROUGH

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

(D) DEFAULT. IN THE EVENT OF DEFAULT ON THE CLEAN ENERGY LOAN SURCHARGE, THE COUNTY SHALL BE REQUIRED TO COLLECT THE LIEN PURSUANT TO §152-4, IRRESPECTIVE OF WHETHER PROPERTY TAXES (OR ANY OTHER TAXES, CHARGES, OR ASSESSMENTS) ARE DUE AND OWNING. THE COUNTY SHALL NOT INCUR ANY LIABILITY TO THE CLEAN ENERGY LENDER OR OTHERS IN THE EVENT OF DEFAULT.

(E) PAYMENT TO CLEAN ENERGY LENDER. THE COUNTY SHALL HAVE NO OWNERSHIP OF THE SURCHARGES COLLECTED EXCEPT FOR ADMINISTRATIVE COSTS PROVIDED UNDER THIS SUBTITLE. THE CONTROLLER SHALL PAY ALL SURCHARGE PAYMENTS IN ANY CALENDAR MONTH TO THE APPLICABLE CLEAN ENERGY LENDER OR THE CLEAN ENERGY LOAN PROGRAM ADMINISTRATOR WITHIN 30 DAYS AFTER THE END OF THE MONTH IN WHICH SUCH AMOUNTS ARE COLLECTED. THE COUNTY SHALL HAVE NO OBLIGATION TO MAKE PAYMENTS TO ANY CLEAN ENERGY LENDER WITH RESPECT TO ANY CLEAN ENERGY LOAN OBLIGATION OTHER THAN THAT PORTION OF SURCHARGE ACTUALLY COLLECTED FROM A PROPERTY OWNER FOR THE REPAYMENT OF A CLEAN ENERGY LOAN. PAYMENTS RECEIVED FROM A PROPERTY OWNER SHALL BE CREDITED FIRST TO ALL COUNTY TAXES, ASSESSMENTS, AND CHARGES.

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

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

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

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

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.
~~Strike through~~ indicates matter deleted from existing law.

Read Third Time September 6, 2016

PASSED this 6th day of September, 2016

Failed of Passage _____

By Order of:

Sondra M. Blackiston

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS OF KENT COUNTY

(SEAL)

COUNTY COMMISSIONERS OF KENT CO. SEAL ADOPTED MAY 18, 1880 MARYLAND

William W. Pickrum, President

Ronald H. Fithian, Member

William A. Short, Member

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

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

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

Bill Mackey, Director, Planning, Housing, and Zoning
7/16/2024
County Commissioners Meeting

Item Summary:
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.

On March 5, 2024, the County Commissioners adopted an updated and revised Land Use Ordinance, which established the text for revised zoning districts for the unincorporated land in Kent County, Maryland.

On April 11, May 2, and June 6, the Kent County Planning Commission reviewed the requests for rezoning of individual parcels, as submitted by property owners and planning staff, and made recommendations, which recommendations have been incorporated by staff into a proposed 2024 Kent County Zoning Map. A letter from the Kent County Planning Commission is attached.

On June 11, 2024, the Board of County Commissioners introduced this CHRB to schedule a Public Hearing.

On July 9, 2024, the County Commissioners held a Public Hearing. Two members of the public spoke. The speakers each addressed an application for a zoning map change, which they had submitted, requesting changes to their applications.

This item is presented for adoption.

ATTACHMENTS:

Description

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

Letter from the Planning Commission

07.16.24 Planning Commission Letter, Comprehensive Rezoning Map 2024 Additional Requests- Revised

Correspondence from Mr. Kimble

Correspondence from Mr. Jones

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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.

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.

DRAFT

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.

DRAFT

SECTION 6.

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

Read Third Time _____

PASSED this _____ day of _____, 2024.

Failed of Passage _____

By order of:

_____
Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)

_____
Ronald H. Fithian, President

_____
Albert H. Nickerson, Member

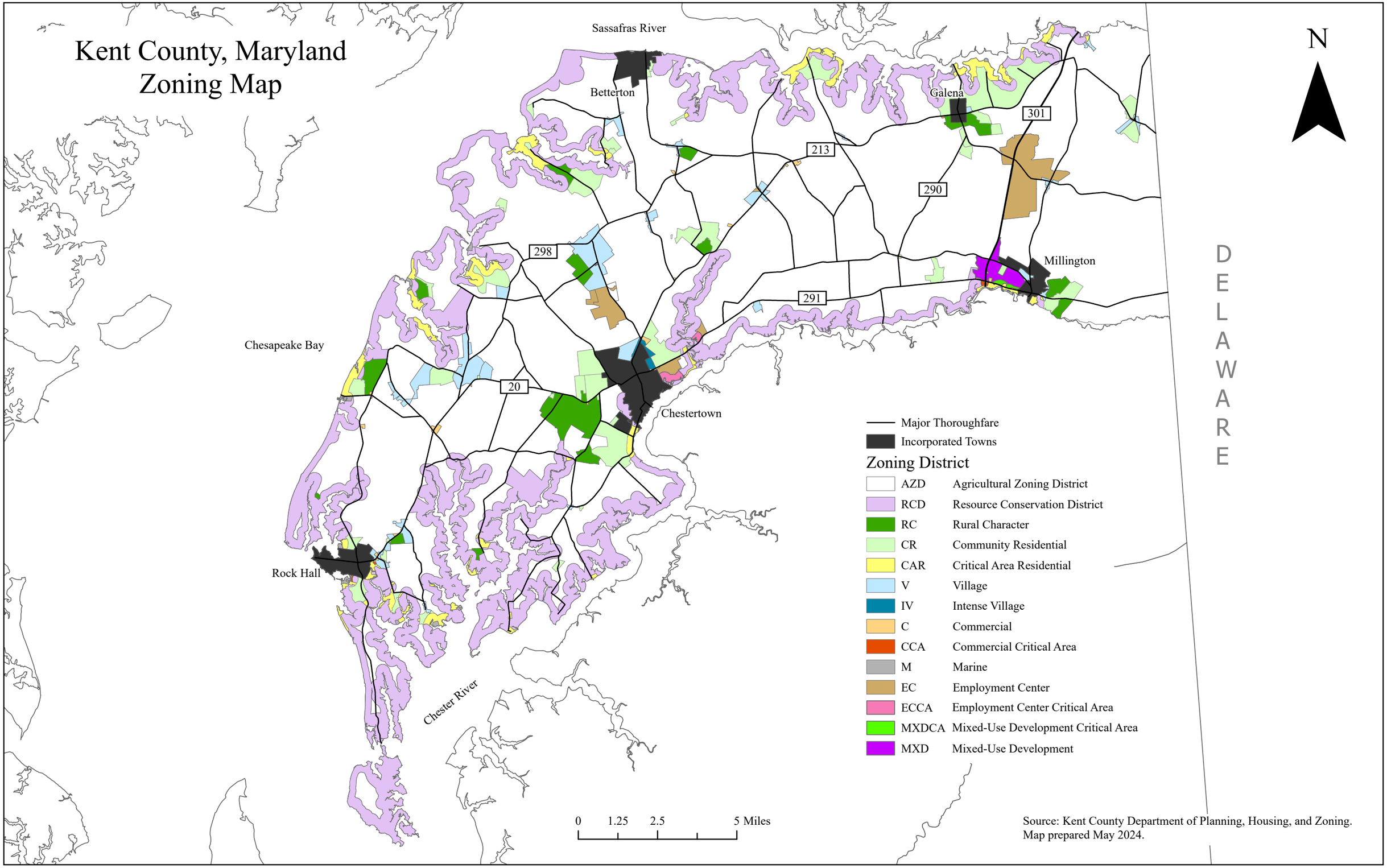
_____
John F. Price, Member

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

DRAFT

Exhibit A

Kent County, Maryland
Zoning Map



Source: Kent County Department of Planning, Housing, and Zoning.
Map prepared May 2024.

Kent County
MARYLAND

Planning Commission
Department of Planning, Housing, and Zoning

June 6, 2024

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

Re: 2024 Comprehensive Rezoning Map

Dear Mr. Fithian:

At its meetings on April 11, May 2, and June 6, 2024, the Kent County Planning Commission reviewed the proposed requests by members of the public and by planning staff regarding changes to the County's Official Zoning Map.

The Planning Commission voted on each change, and a record of all recommendations are in the minutes. Based on the Planning Commission's recommendations, staff then prepared a map with all recommendations included.

On June 6, 2024, the Planning Commission voted unanimously to send a favorable recommendation to the County Commissioners to adopt the Planning Commission proposed Official Zoning Map as presented on June 6, 2024.

Sincerely,

Kent County Planning Commission

Francis J. Hickman

F. Joseph Hickman, Chair

c: Shelley L. Heller, County Administrator

Kent County
MARYLAND

Planning Commission
Department of Planning, Housing, and Zoning

July 11, 2024

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

Re: 2024 Comprehensive Rezoning Map – Two Additional Requests

Dear Mr. Fithian:

At its meeting on July 11, 2024, the Kent County Planning Commission reviewed the changes to two applications, requested by applicants Mr. Kevin Kimble and Mr. Trey Jones, regarding the County's Official Zoning Map.

Regarding Mr. Kimble's request to introduce split zoning onto his property located at 348 Flatland Road, the Planning Commission recommended unfavorably. For Mr. Jones' request to eliminate split zoning on his property described as Map 24, Parcel 2, the Planning Commission recommended favorably.

Sincerely,

Kent County Planning Commission

Francis J. Hickman

F. Joseph Hickman, Chair

c: Shelley L. Heller, County Administrator

July 3, 2024

To: Director Planning, Housing and Zoning
400 High Street
Chestertown, MD 21620

Re: Comprehensive, Rezoning of Kevin Kimble Farm
331 ac. At 348 Flatland Rd. Chestertown, MD 21620
Map 0037. Grid 003B. Parcel 7

The Kent County Planning Commission recommended approval to change zoning from current Agriculture to Community Residential on April 11, 2024.

Upon further thought, I would like to modify the request for the total farm to become 'CR'. It would be most considerate to keep the transition from residential to agriculture on my own land. Thus I have control of cropping, wildflowers or trees on the remaining agricultural land.

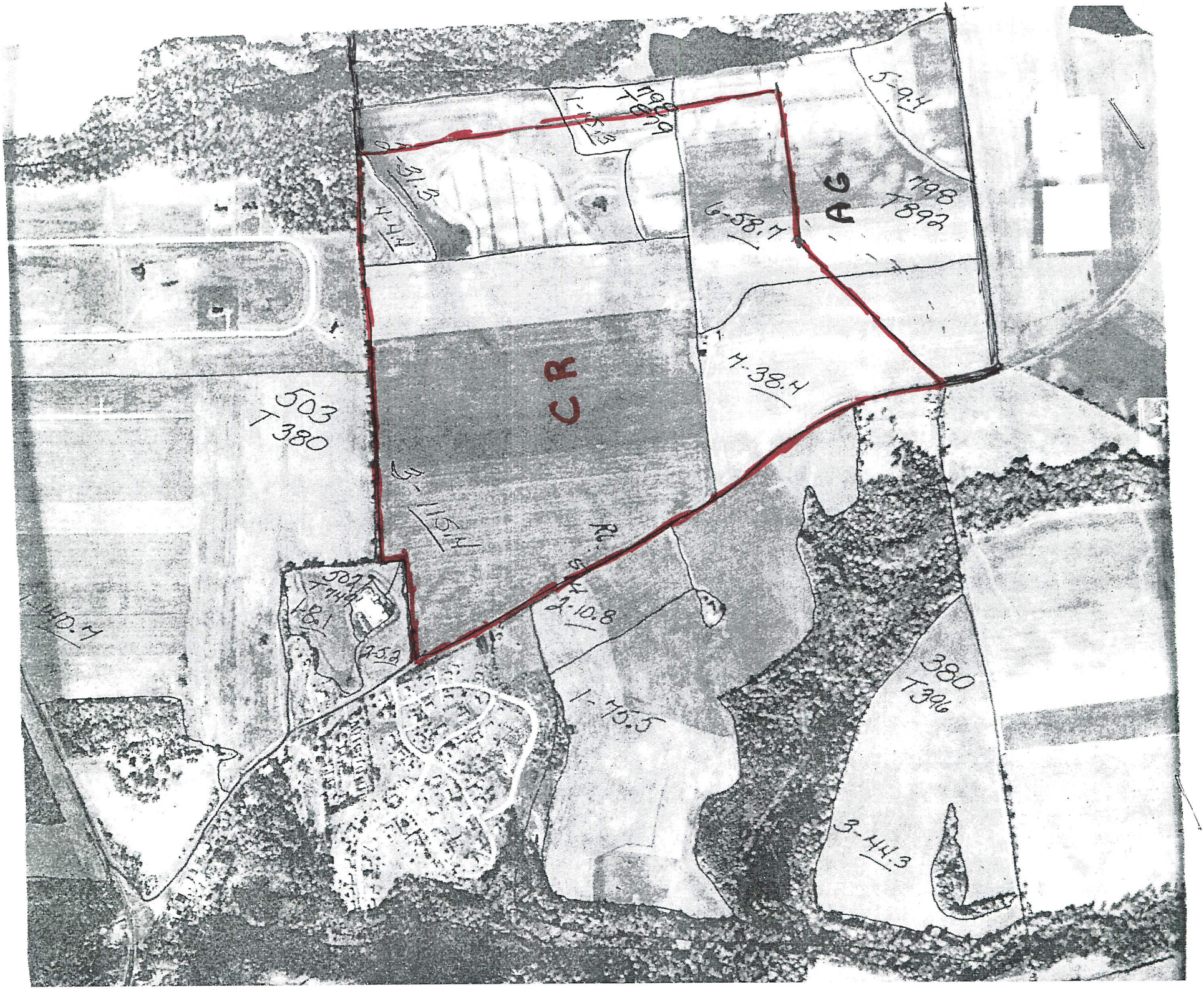
The modification will keep agriculture bordering existing agriculture and future residential bordering existing residential and commercial properties.

A map is attached outlining future Community Residential and existing Agriculture Zoning Districts on the property.

Sincerely,

Kevin Kimble
348 Flatland Rd.
Chestertown, MD 21620
410/708-1779
kimble.k@gmail.com

DEPARTMENT OF PLANNING, HOUSING & ZONING
RECEIVED 7/3/24


CR
AG
503
T380
198
T892
198
T889
380
T396
507
T1481
H-51.3
H-11.1
G-58.7
H-38.4
G-115.1
H-10.8
I-70.5
G-9.4
H-10.7
H-48.1
H-5.2
G-44.3

May 6, 2024

Dear County Commissioners,

I am requesting a zoning change on 1 of the 2 parcels that I own located at Carroll Clark Rd. in Massey, MD. It is on Map #24, Parcel #2 which is 89 acres.

The property borders MD Rt. 313 and Carroll Clark Rd. It has 2 center pivot irrigation systems that cover 76 of the 89 acres that is in agricultural use, therefore 88 acres are tillable. The property is split on the NW side by a blue lined stream named Edmonds Creek, which is about 1 acre. The current zoning is AZD and it is approximately 31 acres but the remainder of the 58 acres are zoned as Employment Center.

I understand that our direct neighbor, Massey Properties, LLC has also asked for a zoning change to remove the portion of Employment Center to AZD. Therefore, I would like to change our 58 acres of Employment Center to AZD.

I bought the property with intentions to keep it in agriculture and not resort to development. Thank you for your time in this matter.

Sincerely,

Trey Jones

410-708-3400 (cell)

lot 2

DEPARTMENT OF
PLANNING, HOUSING & ZONING
RECEIVED 5/9/2024

Herb Cain, Director, and Jennifer Cox, Senior Care Program Case Manager, Upper Shore Aging, Inc.
7/16/2024
County Commissioners Meeting

Item Summary:
Annual Senior Care Program Plan

ATTACHMENTS:

Description

07.16.24 Maryland Department of Aging Aging Program Directive Annual Senior Care Program Plan Review and Approval Fiscal Year 2025

FY2025 Kent Senior Care Narrative

FY2025 Kent Senior Care Budget Workbook

MARYLAND DEPARTMENT OF AGING
AGING PROGRAM DIRECTIVE

1. File Name: APD-24-05-FY 2025 Senior Care Program Grant Application	**2. Issuance Status:** Replaces APD-23-11-Senior Care Program Grant Application and Senior Care Plan for FY 2024
3. Issuance Date: May 22, 2024	
4. Program Area: Senior Care Program	
5. Division of Origin: Client and Community Services	**6. Contact and Phone:** Teresa Jeter-Cutting Interim Senior Care Program Manager Client and Community Services 410-767-1101 Teresa.jeter-cutting@maryland.gov
For Department Use Only: S:\COMMON\APDs\2024\APD-24-05-FY 2025 Senior Care Program Grant Application	

SUBJECT: FY 2025 Senior Care Program Grant Application and Annual Senior Care Plan

TO: Area Agency on Aging Directors

FROM: Elouise Mayne
Assistant Secretary

PURPOSE: To transmit the FY 2025 Senior Care Program Grant Application, Estimated Allocation Chart, Annual Senior Care Plan documents and Quarterly Data Reporting Instructions to Area Agencies on Aging as the basis of the FY 2024 2025 Senior Care funding.

LEGISLATIVE REFERENCE: Maryland Human Services Code 10-307.

BACKGROUND: The Senior Care Program funds services and supports for adults 65 or older who qualify based on their income that may be at risk of nursing home placement. Senior Care allows older adults to live in their own homes and communities at a lower cost than nursing facilities. Senior Care provides a comprehensive assessment of an individual's needs, a case manager to secure and coordinate services, and gap filling funds to purchase services that customize each participant's participation. Services may include personal care, chore service, medications, medical supplies, adult day care, respite care, home delivered meals, transportation, and emergency response systems. The Senior Care Program is administered by the Department in coordination with the local Area Agency on Aging (AAA) network, and the local Interagency Committees on Aging to ensure access to supportive services that help older adults remain independent and in the community.

CONTENT:

Attachment A - FY 2025 Senior Care Grant Application
Attachment B - FY 2025 Senior Care Estimated Allocations
Attachment C - FY 2025 Senior Care Annual Plan and Narrative
Attachment D - FY 2025 Senior Care Budget and Data Workbook Instructions
Attachment E - FY 2025 Senior Care Budget and Data Workbook
Attachment F - FY 2025 Senior Care Grant Application Checklist
Attachment G - FY 2025 Senior Care Quarterly Statistical Reporting Form
Attachment H - FY 2025 Senior Care Enrollment Form
Attachment I - Standard Financial Report and Request for Funds

INSTRUCTIONS:

Quarterly Reporting. The Department still requires the submission of quarterly reports using the Senior Care Statistical Reporting Form (Attachment G) and Supplemental Enrollment Reporting Form (Attachment H) to the Department in accordance with the quarterly submission schedule provided below:

First Quarter:	July – September	Due - October 20
Second Quarter:	October – December	Due - January 20
Third Quarter:	January – March	Due - April 20
Fourth Quarter:	April – June	Due - August 20

Budget and Data Workbook: Review the Budget and Data Workbook carefully to ensure accurate submissions. The Department allows 10% of the total allocation to be used to administer the Senior Care Program. Case Management is a service and cannot be considered as part of the 10% administrative allowance.

It is the expectation that every jurisdiction will spend its entire Senior Care allocation. The Department strongly recommends close continuous monitoring of spending. It is the responsibility of the AAA to notify the Department of any challenges with spending the allocation immediately upon discovery. Timely notification of challenges will ensure that the Department can provide guidance and technical assistance. The Department reserves the right to reallocate and award any portion of the grant funds to other parties, if a grantee's performance indicates, in the sole judgment of the Department, that the grantee will not utilize the funds.

Application Instructions: The Fiscal Year 2025 Senior Care Program Grant Application and Annual Plan submission requires all signature pages to be signed in **blue ink** or transmitted with electronic digital signatures. Once approved by the Department, instructions will be provided to upload the completed, signed application into eCivis.

Please **do not** upload applications into eCivis without prior receipt of written instructions to complete this task.

The Notice of Grant Awards (NGAs) will be issued immediately upon approval of your application.

Please submit the completed electronic applications to mdoa.aaaresponsecenter@maryland.gov no later than close of business, **June 14, 2024**. Please address any inquiries or concerns to:

Teresa Jeter-Cutting Program Manager, Interim
Senior Care Program
Teresa. Jeter-Cutting@maryland.gov
Client and Community Services
Maryland Department of Aging
301 W. Preston Street, Suite 1007
Baltimore, MD 21201

REFERENCES:

cc: Carmel Roques, Secretary
Leslie Smith-Ray, Director of Client and Community Services
Department Staff

APD-24-10
FY SC Estimated Allocation - AMENDED

AAA/County	FY 2025 Adjusted Senior Care Estimated Allocation
Allegany	$ 185,370
Anne Arundel	$ 923,173
Baltimore City	$ 2,296,291
Baltimore County	$ 1,967,213
Calvert	$ 160,000
Caroline	$ 160,000
Carroll	$ 294,609
Cecil	$ 224,147
Charles	$ 312,708
Dorchester	$ 160,000
Frederick	$ 429,079
Garrett	$ 160,000
Harford	$ 503,337
Howard	$ 525,240
Kent	$ 160,000
Montgomery	$ 2,116,908
Prince George's	$ 1,937,792
Queen Anne's	$ 160,000
Somerset	$ 160,000
St. Mary's	$ 195,876
Talbot	$ 160,000
Washington	$ 352,688
Wicomico	$ 224,847
Worcester	$ 160,000
Total	**$ 13,929,278**

MAC	**$704,847**
Dorchester	$160,000
Somerset	$160,000
Wicomico	$224,847
Worcester	$160,000
USA	**$480,000**
Caroline	$160,000
Kent	$160,000
Talbot	$160,000

MARYLAND DEPARTMENT OF AGING

ANNUAL SENIOR CARE PROGRAM PLAN

REVIEW AND APPROVAL
FISCAL YEAR 2025
(7/1/24-6/30/25)

The Interagency Committee on Aging (IAC) for Kent County
(Jurisdiction)

has reviewed and approves the submission of the Kent County
(Jurisdiction)

Senior Care Annual Plan for Fiscal Year 2025 as written and attached hereto.

Area Agency on Aging Director

L. Herbert Cain
Print Name

L. Herbert Cain
Signature

Health Department Director

William Webb
Print Name

William Webb
Signature

Department of Social Services Director

Shelly Neal-Edwards
Print Name

Shelly Neal-Edwards
Signature

Chief Government Official

Ron Fithian
Print Name

Ronnie Fithian
Signature 07/16/2024

Doc ID: 0e2204fda94348d00ab5a43a2dd5e2170037c5b9

MARYLAND DEPARTMENT OF AGING

SENIOR CARE PLAN
FY 2025 PLAN INSTRUCTIONS
(7/1/24-6/30/25)

Jurisdiction: **Kent County**

Section I. Administration

Choose **one** option below for administering the Senior Care Program in the designated jurisdiction:

X The Area Agency on Aging, **Upper Shore Aging, Inc. (USA)** will serve as lead agency and administer the Senior Care Program in **Kent County**.
The Area Agency on Aging will designate **Kate Stinton** as the contact person for the Senior Care Program in Fiscal Year 2025.

€ The Area Agency on Aging will delegate responsibility to administer the Senior Care Program in FY 2025 to a lead agency other than the Area Agency on Aging. The lead agency will be N/A.

This lead agency will be responsible for coordination of the Senior Care Program for the jurisdiction identified above with the Maryland Department of Aging. The lead agency contact person will be N/A.

Section II. Structure of the Senior Care Program

Provide an overview of Senior Care Program administration in the jurisdiction. Please include each of the following in your overview:

Screening, Assessment, Reevaluation, and Case Management:

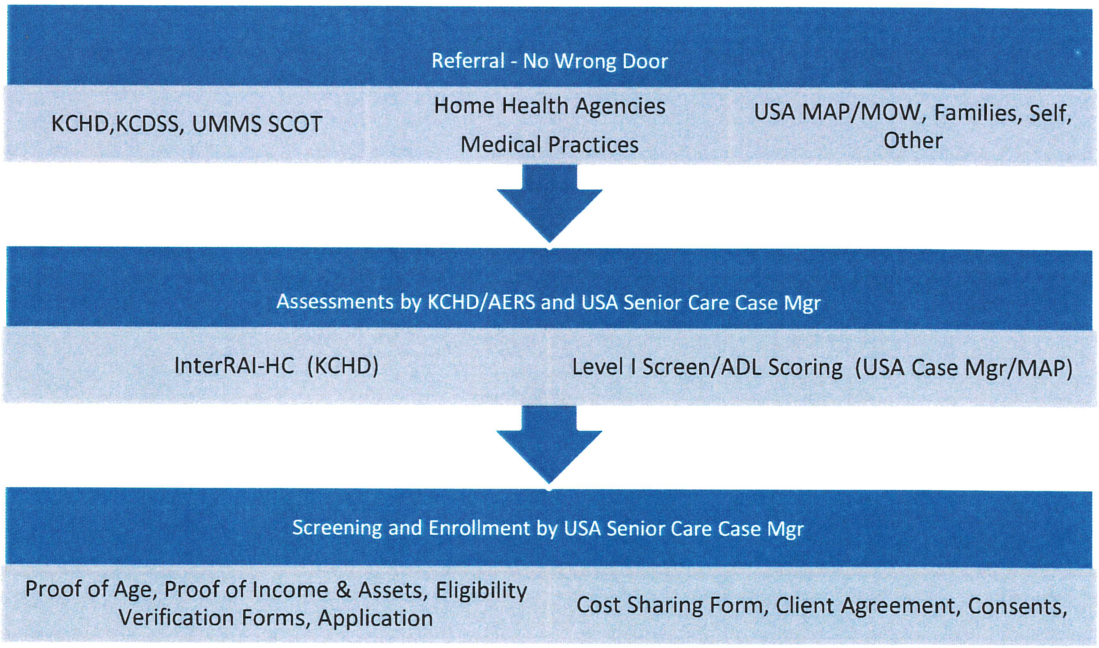
1. **Coordination:**

Referrals come directly to the Senior Care Program at Upper Shore Aging (USA) in Chestertown from any source including public and private agencies, medical providers, Maryland Access Point (MAP), Meals on Wheels (MOW), families, neighbors, and self-referrals.
See the flow chart below for details.

Senior Care program screening for eligibility, assessment of needs, and program enrollment for services is conducted by the USA Senior Care Program Case Manager. One full-tine Case Manager is paid for by the grant funds and provides screening and care coordination services. The case management and care coordination services provided are based on the individual participant's requests and needs. A client-centered plan of care is developed from the information provided and is the framework for the provision of services. This Case Manager is responsible for determining individuals' eligibility for services, securing these services, monitoring expenses, reevaluating needs, and completing annual redeterminations.

However, in-kind support is vital to the success of this program. Kent County Health Dept. (KCHD) staff provide the assessments (interRAI-HC) and often gather other required information for referred clients, such as ID/proof of age and insurance status. KCHD, Kent County Dept. of Social Services (KCDSS) and partners such as the University of Maryland Shore Community Outreach Team (UMMS SCOT) help as needed to gather required information and assist with CM tasks to connect individuals to needed services.

These agency staff meet and consult as needed to review participants served by each agency to prevent duplication of services. KCDSS most often takes the lead with coordinating these meetings, holding multidisciplinary meetings monthly. On a case-by-case basis, other agencies will initiate interagency communication and collaboration to determine the best and most efficient way to meet the needs of the individuals.



2. **Innovation:**

The USA Kent Senior Care Program is constantly working to expand partnerships in this rural county. The in-kind support from partner agencies is essential to maximize service provision and helps stretch grant funds to provide services to the growing numbers of vulnerable older adults referred to the program. Having input from RN's and SW's from KCHD, KCDSS, and UMMS SCOT enables us to provide an assessment and plan of care that addresses medical and socio-economic needs.

Community based organizations, churches, civic groups, and volunteers are included in these partnerships and provide additional resources to help support older adults in need.

3. **Assessment Process:**

The primary assessment tool used in Kent County to determine Senior Care Program eligibility and measure the level of need is the interRAI-HC provided by the KCHD AERS staff combined with the Level I Screen and Dept. of Aging (DoA) Activities of Daily Living (ADL) assessment form which is completed by the USA Senior Care Case Manager and MAP staff.

These assessments and screenings are required before enrolling a client in the Senior Care program. These are completed in the individual's home with caregiver and family input as appropriate. If needed, additional medical information is obtained from the client's medical provider(s) and incorporated into the multidisciplinary assessment and care plan. Proof of identity, age, income, and assets are documented for the program eligibility requirements. A release of information is obtained as required to share information with our AAA and DoA and program partners as appropriate. Available programs such as Senior Call Check and Community For Life are reviewed and offered to each participant.

Annual redetermination assessments are conducted by the USA Senior Care Case Manager who visits program participants at least every 6 months, and more frequently based on client needs.

4. **Individual Care Plans**:

If the client is eligible for the Senior Care Program and agrees to participate, the USA Case Manager will initiate the comprehensive care planning process indicating a referral to the Senior Care Program. During enrollment, the client and Case Manager will complete a cost sharing agreement and ranking scale used to assist with prioritizing their needs. This is a collaborative process between the Case Manager the client/family. The result is an agreed-upon Plan of Care (POC) where client, family, and Case Manager can work towards linkages to resources and obtaining specific services to meet indicated needs.

Input from other agencies, community partners, and medical providers may be included in the POC. Client and/or family participation is verified by obtaining their signatures on the Senior Care cost sharing form. The POC is reviewed at least every 6 months, updated as needed, and is periodically reviewed by the USA RN.

Senior Care Services

Please review items 5-9 below. Provide detailed responses to any items that reflect FY 2024 programmatic changes as compared to the approved FY 2023 Senior Care Plan. If there are no changes, then please indicate.

5. **Gap-filling Budget:**

Gaps in available services in the jurisdiction are identified. The Senior Care program guidelines are followed to provide approved services to clients to fill these gaps. USA Administrative and Case Management staff coordinate services with vendors to provide the identified supplies, equipment, or services that are not otherwise available. These services may include emergency response systems, medical day care, incontinence supplies, durable medical equipment, personal care and chore services by a contracted agency(s), bus passes, medication co-pays through contracted pharmacies, and small grants to family payments for clients and families to pay for chore or transportation services.

6. **Cost Sharing, Fee Schedules and Spending Caps:**

The number of participants and requests for services are steadily increasing. Other than medical supplies, the most requested services are for assistance with obtaining personal care and chore services. Although a Cost Sharing Form is completed for every client, we do not collect fees or revenues. The Form is intended for use as a tool for the individual, family, and Case Manager to plan for budgeting and expenses, and to prioritize needs. The Kent County program has utilized the Grants to Families option for chore and

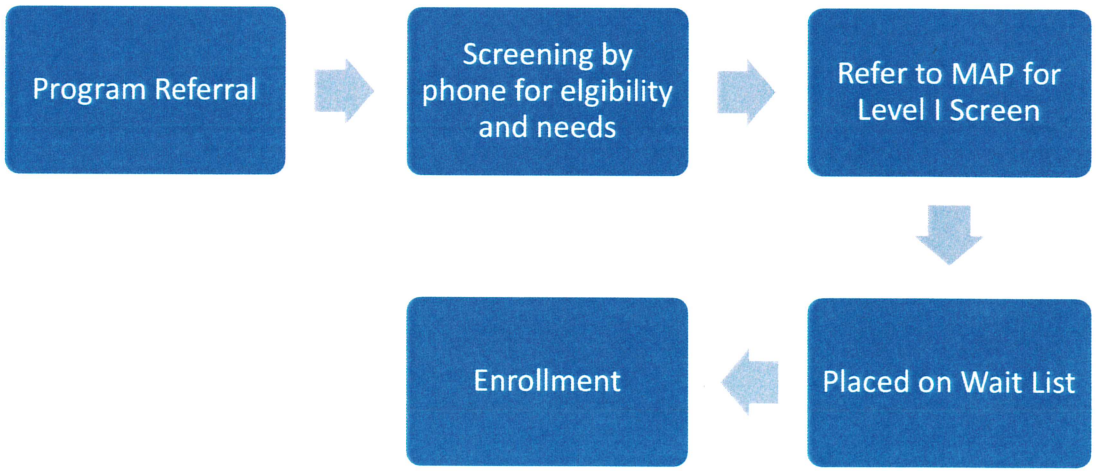
transportation services. Additionally, for personal care and chore services in FY24 we began contracting with a local residential service/home care agency to help provide personal care and chore services to those most in need. These services will continue into FY25. The planned spending cap per client in FY25 is $500 per month.

7. **InterRAI Level I:**

In FY 2024, the USA MAP offered the InterRAI Level I Screen to all individuals referred to the Kent Senior Care Program. This will continue in FY25. Community Options Waiver (COW) education is provided. If a Senior Care Program client becomes eligible for the COW, the Case Manager will assist them with the application process as needed.

8. **Waiting List:**

Kent had a Waiting List of 10 individuals in FY24. With the increased funding in FY25, we hope to reduce or eliminate the list. Below is the flow chart for Wait Listed individuals. All are screened on referral, usually by telephone. Questions are asked about age, income/assets, level of functioning, and needs. Presumptive eligibility is established. If not eligible, the individual is referred to the MAP for resources or options counseling. If eligible, the individual is referred to the MAP for a Level I Screen and then placed on the Senior Care Waiting List. Once there is an opening in the program, the individual is contacted and scheduled for a home visit for program enrollment.



9. **Grants to Families**:
Kent approves and utilizes Grants to Families funds for chores and transportation services. This was successful in FY24 and we plan to continue this in FY25. The Case Manager meets with the client and their chosen service provider. The client and provider sign an agreement regarding the use and scope of the funds. They are given timesheets/tracking sheets that must be signed by them and submitted monthly to documents services before payment is made. We follow the program policy for Grants to Families and do not approve immediate family members to act as the client's paid provider. Most clients utilize friends, neighbors, or extended family members as providers. The maximum amount that a client can receive for this service is $49.50/month.

10. **Grievances:**

USA provides their agency grievance procedure to all enrolled in the Kent Senior Care program. Please see the attached document for details.

Senior Care Health Promotion Services

11. **Senior Care Health Promotion**:

To promote wellness and prevent negative health effects of social isolation, we refer and encourage Senior Care clients to participate in available evidence-based wellness, health promotion, and chronic disease self-management programs.

During the assessment process, over and above the proscribed assessments, the Case Manager will identify the participant's needs and abilities, and provide referrals to the following:

- Evidence Based Programs: *The Case Manager encourages participants to increase physical activity and become more socially active through attendance at the Senior Center and participation in their programming that promotes exercise, nutrition, and wellness.*

- Medicare Extra Help Programs: *Every participant is assessed and screened to determine if a referral to the SHIP counselor is indicated to complete an application for the Medicare Extra Help Programs under the Medicare Improvements for Patients and Provider's Act (MIPPA). The Senior Care case manager will follow-up to ensure the participant is connected and enrollment completed.*

- Senior Nutrition Programs: *Every participant is assessed to determine if a referral for Meals On Wheels is indicated, if a physician's order for nutritional supplements is required, or if other food resources are needed. The Senior Care case managers follow-up to ensure the participant is connected and enrollment completed.*

- Transportation Services: *Every participant is assessed and screened by the Case Manager to determine transportation needs. The Senior Care case managers will follow up to ensure the participant is connected to the appropriate area transportation resources. Funds are budgeted for transportation in the FY25 Senior Care plan to enable seniors with no other means of transportation to travel to medical appointments or wellness programs offered through the AAA and Senior Center.*

- Senior Call Check: *On assessment, the Case Manager assesses the needs of the clients, and offers the Senior Call Check. The case manager will follow up and assist with enrollment if needed.*

- Senior Center, AAA, and DoA: *The Case Manager encourages participants to increase physical activity and become more socially active through attendance at the Senior Center and participation in their programming that promotes exercise, nutrition, and wellness.*

Challenges to the Senior Care Program

12. **Challenges:**

It is increasingly difficult for our agency and our program participants and families to find care providers for personal care and chore services, which are our most requested, needed, and expensive services. The residential service agencies that serve our county have also reported difficulties in hiring staff. The needs are increasing, and the availability of resources is not meeting the needs.

The cost of services and supplies has also increased up to 30% for some supplies, especially the nutritional supplements like Ensure and Glucerna products, as well as incontinence supplies.

Lastly, future concerns include the growth in the senior population. The U.S Census Bureau estimates that the population of seniors 65 years and older will climb from 13% to 19% by 2030, which is nearly one in every five residents. This indicates a great ongoing need for expansion of services to support seniors.

We greatly appreciate the additional funding for FY25 and hope that this program continues to be financially supported as needs increase.

Upper Shore Aging
Serving Caroline, Kent & Talbot Counties

Grievance Procedure for Participants Denied the Services of an Upper Shore Aging Program

This grievance procedure applies to individual persons not employed by Upper Shore Aging, Inc. who seek the assistance of programs offered by the Agency, but who have been denied service. Any denial or discontinuance of services which are offered by the Agency are appealable. Only individuals who have been denied services as a result of ineligibility may not avail themselves of the formal procedure; rather, such individuals may contact the Agency's Executive Director directly if they believe they are eligible for a particular program or service and have been denied.

- When any participant or applicant for services is denied initial or continuing care, or if they are dissatisfied with the quality of the services rendered, they are to be given a copy of this Grievance Procedure.
- An applicant for services or a participant denied continued service must submit a complaint in writing within 10 days of the initial denial of service to the supervisor of the employee denying the service. This complaint must include the following information: the applicant or participant's name, address, and phone number; the aggrieved person's signature; a clear and concise synopsis of the issue to be considered including the date service was denied; the aggrieved person's position on the issue; any pertinent facts or evidence which supports the aggrieved party's position.
- The supervisor receiving the formal complaint must respond in writing to the complainant within 10 working days acknowledging receipt of the complaint. This person must undertake review of the complaint within 14 working days.
- The complainant must be notified in writing of the results of the review within 7 days of its completion. The review may support, modify, reverse, or let stand the original decision.
- The Agency employee reviewing the complaint must provide a meeting, if requested by the applicant or service participant, within 10 days of the complainant's receipt of the review letter. This meeting may be used to discuss or reconsider the decision or to review any new and pertinent information which was not originally considered as part of the initial decision. The complainant will be notified in writing regarding the date, time, and place of the meeting should one be requested.
- If the complainant is still not satisfied at the conclusion of the meeting, he or she is to be referred to the Executive Director of the Agency. The same rules noted previously apply to all steps in the appeals process.
- The Grievance Procedure ends with the involvement of the Executive Director: His or her decision is final, and the appeals process is concluded with a meeting between them and the complainant. The Executive Director will issue a final written decision to the complainant in writing within 7 days of the conclusion of the meeting.

Senior Care Budget FY 2025

AAA Name: Upper Shore Aging
Kent County
Senior Care Allocation $160,000.00

Budget Category	Administration funded by State Senior Care	Administration funded by other sources	Case Management	Other Gapfilling Direct Services	Total (Administration, Waiting List and Direct Services)
			Administration	Case Management, Direct Services, and Waiting List Services	
Salaries	$ 8,653.00		$ 42,831.00		$51,484
Fringe	$ 3,207.00		$ 15,983.00		$19,190
Travel	$ 3,000.00				$3,000
Building Space	$ -				$0
Printing & Supplies	$ 324.00				$324
Equipment	$ -				$0
Equipment Maintenance and Repairs	$ -				$0
Communications	$ 816.00				$816
Utilities	$ -				$0
Vehicle Costs					$0
Training	$ -				$0
Contractual Services	$ -				$0
Other Costs: Provide Explanation Below	$ -				$0
Total Costs: Autofill	**$ 16,000.00**	**$ -**	**$ 58,814.00**	**$ 85,186.00**	**$160,000**
Project Income					$0
Net Costs: Atofill	**$ 16,000.00**	**$ -**	**$ 58,814.00**	**$ 85,186.00**	**$160,000**
State Senior Care Funds	$ 16,000.00		$ 58,814.00	$ 85,186.00	$160,000
Other Non-Fed Resources		$ -			$0
Variance: Autofill	$ -	$ -	$ -	$ -	$0
				Variance	$0.00

Administrative Allowance: There is a limit of 10% of the Senior Care allocation that can be used toward administration of the grant.

Enter total Senior Care allocation.	Enter the administrative allowance percentage. Do not exceed 10%	Acceptable or Not Acceptable
$ 160,000.00	10.00%	Acceptable

Case Management is a service and cannot be covered as part of the 10% administrative allowance

Other Funding Sources		Enter Direct Services and Case Management above $500.00	
Source	Amount	Cost Category	Amount

Senior Care Program Operations - FY 2025

AAA Name: Upper Shore Aging/ Kent County

A. Client Service Projections	*FY 2023 (Actual)*	*FY 2024 (Estimated)*	*FY 2025 (Projected)*
1) Number of Clients Receiving Gapfilling Services carried over from the end of the preceding fiscal year.	37	48	54
2) Number of New Clients Receiving Gapfilling Services (including those moving from waiting lists) served this year.	0	25	36
3) Subtotal Gapfilling: Number of Clients Receiving Gapfilling Services (Formula Generated).	**37**	**73**	**90**
4) Number of Case Management Only (CMO) Clients carried over from the preceding fiscal year (not included in lines 1, 2 or 3).	0	1	1
5) Number of New Case Management Only Clients Served this year *(not included in lines 1, 2, 3 or 4)* .	0	0	1
6) Subtotal CMO: Number of Clients Receiving Case Management Only (Formula Generated).	**0**	**1**	**2**
7) Total: Projected Number of Senior Care Clients for the Fiscal Year. (Formula Generated)	**37**	**74**	**92**

B. Average Length of Time for Receipt of Services	*FY 2023 (Actual)*	*FY 2024Estimated)*	*FY 2025 (Projected)*
1) Average length of time a Senior Care ***Gapfilling*** client receives services from the Senior Care system (in months):	10	11	11
2) Average length of time a Senior Care ***Case Management Only*** client receives case management services (in months):	0	12	12

C. Waiting List Information - If unknown, indicate "unknown"	*FY 2023 (Actual)*	*FY 2024 (Estimated)*	*FY 2025 (Projected)*
1) CMO - How many individuals are waiting to receive case management services only?	0	0	0
2) Gapfilling Only - How many individuals are waiting to receive gapfilling services only?	0	0	0
3) Both Gapfilling and Case Management - How many individuals are waiting to receive both gapfilling AND case management?	0	8	0
4) Total Individuals on the Waitlist (Formula Generated)	**0**	**8**	**0**
5) Assessment - How many individuals on the waitlist have been assessed?	0	0	0
6) Percentage of individuals on the waitlist who have been assessed (Formula Generated)	**#DIV/0!**	**0.00%**	**#DIV/0!**
7) Average length of time that an individual stays on the waiting list while waiting for **Gapfilling services only** (in months)	0	3	0
8) Average length of time that an individual stays on the waiting list while waiting for **Case Management Only services** (in months)	0	3	0
9) Average length of time that an individual stays on the waiting list while waiting for **both Gapfilling and Case Management services** (in months)	0	3	0

Senior Care Budget FY 2025				AAA Name: Upper Shore Aging Kent County	
				Senior Care Allocation	$160,000.00
	Administration		Case Management, Direct Services, and Waiting List Services		
Budget Category	Administration funded by State Senior Care	Administration funded by other sources	Case Management	Other Gapfilling Direct Services	Total (Administration, Waiting List and Direct Services)
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Other Costs: Provide Explanation Below	$ -				$0
Total Costs: Autofill	**$ 16,000.00**	**$ -**	**$ 58,814.00**	**$ 85,186.00**	**$160,000**
Project Income					$0
Net Costs: Atofill	**$ 16,000.00**	**$ -**	**$ 58,814.00**	**$ 85,186.00**	**$160,000**
State Senior Care Funds	$ 16,000.00		$ 58,814.00	$ 85,186.00	$160,000
Other Non-Fed Resources		$ -			$0
Variance: Autofill	$ -	$ -	$ -	$ -	$0
				Variance	$0.00

Administrative Allowance: There is a limit of 10% of the Senior Care allocation that can be used toward administration of the grant.

Enter total Senior Care allocation.	Enter the administrative allowance percentage. Do not exceed 10%	Acceptable or Not Acceptable
$ 160,000.00	10.00%	Acceptable

Case Management is a service and cannot be covered as part of the 10% administrative allowance

Other Funding Sources		Enter Direct Services and Case Management above $500.00		
Source	Amount		Cost Category	Amount

FY 2025 Senior Care Gapfilling Expenditures

AAA Name: Upper Shore Aging/ Kent County

Program Category	FY 2025 Gapfilling Expenditure	Percentage of Gapfilling Budget
Personal Care	$ -	0.00%
Chore	$ 200.00	0.23%
Personal Care/Chore	$ 20,000.00	23.48%
Heavy Chore	$ 400.00	0.47%
Home Delivered Meals	$ 12,000.00	14.09%
Respite	$ -	0.00%
Adult Day Care/Senior Center Plus	$ 3,800.00	4.46%
Medication(s)	$ 400.00	0.47%
Transportation	$ 1,000.00	1.17%
Medical Supplies	$ 25,386.00	29.80%
Emergency Response Systems	$ 16,000.00	18.78%
Grants to Families	$ 6,000.00	7.04%
Other (auto-generated - see below)	$ -	0.00%
Total	**$ 85,186.00**	

Please list Other Gapfilling Expenditures below

Other Gapfilling Programs	FY25 Gapfilling Expenditure
Total	**$ -**

Average Gapfilling Cost per Client per Month

Provide figures for the average amount of Gapfilling funds spent per client per month in the jurisdiction for Fiscal Years 2023-2025.

FY 2023 (Actual)	
FY 2024 (Estimated)	$250
FY 2025 (Projected)	$350

Range of Gapfilling Cost Per Client per Month

Provide the range of Gapfilling funds spent per client per month in the jurisdiction for Fiscal Years 2023-2025.

FY 2023 (Actual)	
FY 2024 (Estimated)	$40 to $400
FY 2025 (Projected)	$40 to $500

FY 2025 Senior Care Staff

AAA Name: Upper Shore Aging/ Kent County

Use the charts below to provide information on the number of staff positions to be donated in-kind.

Administration

Agency (AAA/DSS/LHD)	Title of Position	Duties	Percentage of Time Spent on Senior Care	Funding Souce (State Senior Care or Other)
AAA	Program Specialist	Oversight and Training	20%	AAA

Total Admin FTEs: 20%

Assessment

Agency (AAA/DSS/LHD)	Title of Position	Number of Cases Assessed Per Month - Initial Assessments and Reevaluations	Percentage of Time Spent on Senior Care	Funding Souce (State Senior Care or Other)
AAA	MAP	10	10%	MAP/Level I Screen Grant
LHD	AERS RN	15	20%	Kent LHD/MDH

Total Assessment FTEs: 30%

Case Management

Agency (AAA/DSS/LHD)	Title of Position	Number of Cases Case Managed Per Month	Percentage of Time Spent on Senior Care	Funding Souce (State Senior Care or Other)
LHD	AERS RN	5	10%	Kent LHD/MDH
DSS	Adult Services SW	5	10%	Kent DSS/DHS

Total Case Mgmt. FTEs: 20%

Total FTEs: 70%

FY 2024 Senior Care Supplemental Information

AAA Name: Upper Shore Aging/ Kent County

FY 2024 to FY 2025 Staff Funding Adjustments

For staff supported with non-State Senior Care funds, using in-kind, local, other grants, indicate increases, decreases, or no changes in the amounts or types of support provided in FY 2025. No more than 1-2 sentences required.

Increased support from public agencies (DSS,LHD) and community partners such as the University of Maryland Shore Regional Health SCOT (Shore Community Outreach Team) and Choptank Community Health (FQHC). All meet regularly and assist as needed to provide support to mutual clients with assessment, gathering necessary information, and communiicating with providers to get services in place.

VENDOR/INDIVIDUAL PROVIDER RATES:

Provide the rates or range of rates for each service listed below. An explanation is required for service rates that are over 10% of the State's average. If the service is listed on the Senior Care Budget/Gap-filling Expenditures Tabs, then a corresponding unit cost must be recorded on this page. Read carefully how the units are to be reported in the chart below.

	Personal Care Cost per Hour	Chore Cost per Hour	Nutritional Supplements	Incontinence Supplies	Respite Cost per Hour	Adult Day Cost per Day	Transportation Cost per Trip	Emergency Response System Cost per Month	Case Management Cost per Hour (Average if variable)
FY 2025 Rates	$20.38	$20.00	$40.00	$50.00	$40.00	$89.00	$2.67	$40.00	$38.00
Name of Vendor									
Living at Home, LLC	$37	$27							
Amazon			$40 to $50						
Home Care Delivered				$40 to $50					
Kent MADC						$12			
DCS/DCT							$4		
ADT								$40	

Please explain any variances of the State average (+10%)

For PCC and Chores, we have few vendors that serve this rural county. This vendor is a licensed RSA, and although the rate is higher that the State average, they provide RN oversite of each case at no extra charge. For Transportation, the only public bus is $3.50 per ticket. For Medical Day Care, the program only pays for copays for those that are are approved for the OHS/MDH MADC grants.

MARYLAND DEPARTMENT OF AGING

SENIOR CARE PLAN
FY 2025 PLAN INSTRUCTIONS
(7/1/24-6/30/25)

Jurisdiction: **Kent County**

Section I. Administration

Choose **one** option below for administering the Senior Care Program in the designated jurisdiction:

X The Area Agency on Aging, **Upper Shore Aging, Inc. (USA)** will serve as lead agency and administer the Senior Care Program in **Kent County**.
The Area Agency on Aging will designate **Kate Stinton** as the contact person for the Senior Care Program in Fiscal Year 2025.

€ The Area Agency on Aging will delegate responsibility to administer the Senior Care Program in FY 2025 to a lead agency other than the Area Agency on Aging. The lead agency will be N/A.

This lead agency will be responsible for coordination of the Senior Care Program for the jurisdiction identified above with the Maryland Department of Aging. The lead agency contact person will be N/A.

Section II. Structure of the Senior Care Program

Provide an overview of Senior Care Program administration in the jurisdiction. Please include each of the following in your overview:

Screening, Assessment, Reevaluation, and Case Management:

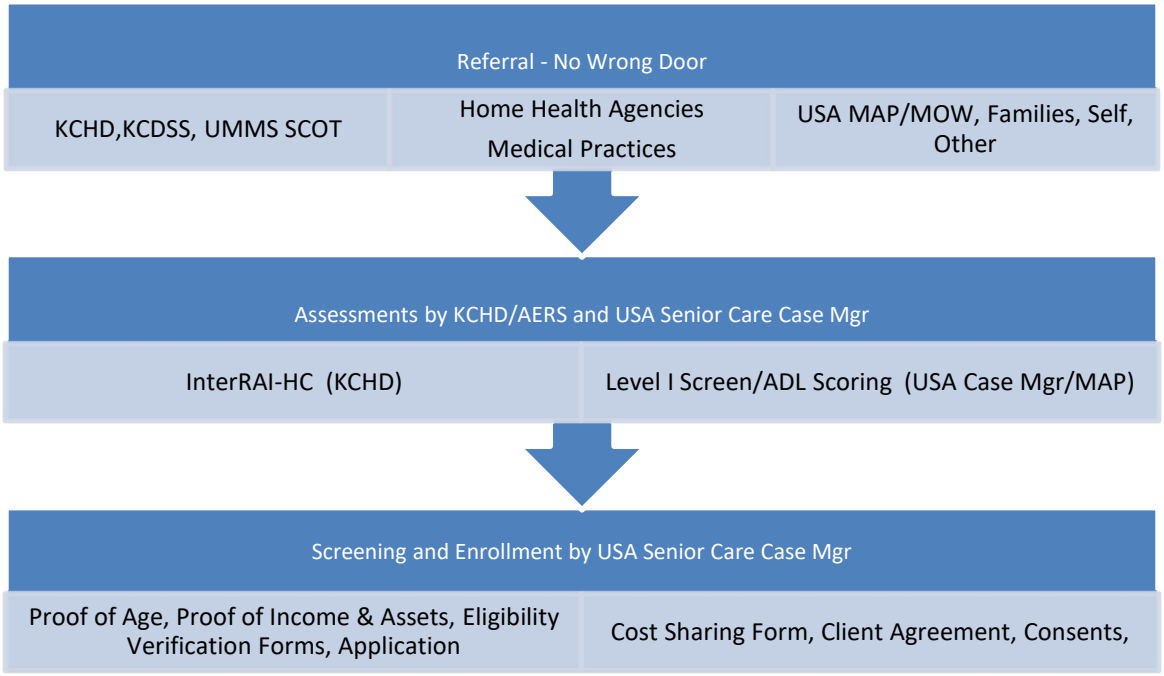
1. **Coordination:**

Referrals come directly to the Senior Care Program at Upper Shore Aging (USA) in Chestertown from any source including public and private agencies, medical providers, Maryland Access Point (MAP), Meals on Wheels (MOW), families, neighbors, and self-referrals.
See the flow chart below for details.

Senior Care program screening for eligibility, assessment of needs, and program enrollment for services is conducted by the USA Senior Care Program Case Manager. One full-tine Case Manager is paid for by the grant funds and provides screening and care coordination services. The case management and care coordination services provided are based on the individual participant's requests and needs. A client-centered plan of care is developed from the information provided and is the framework for the provision of services. This Case Manager is responsible for determining individuals' eligibility for services, securing these services, monitoring expenses, reevaluating needs, and completing annual redeterminations.

However, in-kind support is vital to the success of this program. Kent County Health Dept. (KCHD) staff provide the assessments (interRAI-HC) and often gather other required information for referred clients, such as ID/proof of age and insurance status. KCHD, Kent County Dept. of Social Services (KCDSS) and partners such as the University of Maryland Shore Community Outreach Team (UMMS SCOT) help as needed to gather required information and assist with CM tasks to connect individuals to needed services.

These agency staff meet and consult as needed to review participants served by each agency to prevent duplication of services. KCDSS most often takes the lead with coordinating these meetings, holding multidisciplinary meetings monthly. On a case-by-case basis, other agencies will initiate interagency communication and collaboration to determine the best and most efficient way to meet the needs of the individuals.



2. **Innovation:**

The USA Kent Senior Care Program is constantly working to expand partnerships in this rural county. The in-kind support from partner agencies is essential to maximize service provision and helps stretch grant funds to provide services to the growing numbers of vulnerable older adults referred to the program. Having input from RN's and SW's from KCHD, KCDSS, and UMMS SCOT enables us to provide an assessment and plan of care that addresses medical and socio-economic needs.

Community based organizations, churches, civic groups, and volunteers are included in these partnerships and provide additional resources to help support older adults in need.

3. **Assessment Process:**

The primary assessment tool used in Kent County to determine Senior Care Program eligibility and measure the level of need is the interRAI-HC provided by the KCHD AERS staff combined with the Level I Screen and Dept. of Aging (DoA) Activities of Daily Living (ADL) assessment form which is completed by the USA Senior Care Case Manager and MAP staff.

These assessments and screenings are required before enrolling a client in the Senior Care program. These are completed in the individual's home with caregiver and family input as appropriate. If needed, additional medical information is obtained from the client's medical provider(s) and incorporated into the multidisciplinary assessment and care plan. Proof of identity, age, income, and assets are documented for the program eligibility requirements. A release of information is obtained as required to share information with our AAA and DoA and program partners as appropriate. Available programs such as Senior Call Check and Community For Life are reviewed and offered to each participant.

Annual redetermination assessments are conducted by the USA Senior Care Case Manager who visits program participants at least every 6 months, and more frequently based on client needs.

4. **Individual Care Plans***:*

If the client is eligible for the Senior Care Program and agrees to participate, the USA Case Manager will initiate the comprehensive care planning process indicating a referral to the Senior Care Program. During enrollment, the client and Case Manager will complete a cost sharing agreement and ranking scale used to assist with prioritizing their needs. This is a collaborative process between the Case Manager the client/family. The result is an agreed-upon Plan of Care (POC) where client, family, and Case Manager can work towards linkages to resources and obtaining specific services to meet indicated needs.

Input from other agencies, community partners, and medical providers may be included in the POC. Client and/or family participation is verified by obtaining their signatures on the Senior Care cost sharing form. The POC is reviewed at least every 6 months, updated as needed, and is periodically reviewed by the USA RN.

Senior Care Services

Please review items 5-9 below. Provide detailed responses to any items that reflect FY 2024 programmatic changes as compared to the approved FY 2023 Senior Care Plan. If there are no changes, then please indicate.

5. **Gap-filling Budget:**

Gaps in available services in the jurisdiction are identified. The Senior Care program guidelines are followed to provide approved services to clients to fill these gaps. USA Administrative and Case Management staff coordinate services with vendors to provide the identified supplies, equipment, or services that are not otherwise available. These services may include emergency response systems, medical day care, incontinence supplies, durable medical equipment, personal care and chore services by a contracted agency(s), bus passes, medication co-pays through contracted pharmacies, and small grants to family payments for clients and families to pay for chore or transportation services.

6. **Cost Sharing, Fee Schedules and Spending Caps:**

The number of participants and requests for services are steadily increasing. Other than medical supplies, the most requested services are for assistance with obtaining personal care and chore services. Although a Cost Sharing Form is completed for every client, we do not collect fees or revenues. The Form is intended for use as a tool for the individual, family, and Case Manager to plan for budgeting and expenses, and to prioritize needs. The Kent County program has utilized the Grants to Families option for chore and

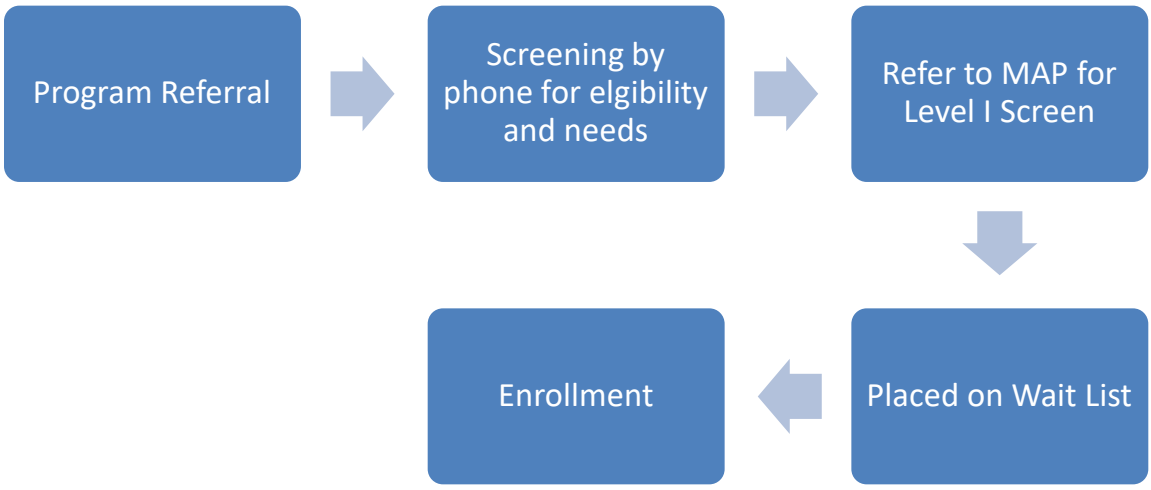
transportation services. Additionally, for personal care and chore services in FY24 we began contracting with a local residential service/home care agency to help provide personal care and chore services to those most in need. These services will continue into FY25. The planned spending cap per client in FY25 is $500 per month.

7. **InterRAI Level I:**

In FY 2024, the USA MAP offered the InterRAI Level I Screen to all individuals referred to the Kent Senior Care Program. This will continue in FY25. Community Options Waiver (COW) education is provided. If a Senior Care Program client becomes eligible for the COW, the Case Manager will assist them with the application process as needed.

8. **Waiting List:**

Kent had a Waiting List of 10 individuals in FY24. With the increased funding in FY25, we hope to reduce or eliminate the list. Below is the flow chart for Wait Listed individuals. All are screened on referral, usually by telephone. Questions are asked about age, income/assets, level of functioning, and needs. Presumptive eligibility is established. If not eligible, the individual is referred to the MAP for resources or options counseling. If eligible, the individual is referred to the MAP for a Level I Screen and then placed on the Senior Care Waiting List. Once there is an opening in the program, the individual is contacted and scheduled for a home visit for program enrollment.



9. **Grants to Families**:
Kent approves and utilizes Grants to Families funds for chores and transportation services. This was successful in FY24 and we plan to continue this in FY25. The Case Manager meets with the client and their chosen service provider. The client and provider sign an agreement regarding the use and scope of the funds. They are given timesheets/tracking sheets that must be signed by them and submitted monthly to documents services before payment is made. We follow the program policy for Grants to Families and do not approve immediate family members to act as the client's paid provider. Most clients utilize friends, neighbors, or extended family members as providers. The maximum amount that a client can receive for this service is $49.50/month.

10. **Grievances:**

USA provides their agency grievance procedure to all enrolled in the Kent Senior Care program. Please see the attached document for details.

Senior Care Health Promotion Services

11. **Senior Care Health Promotion**:

To promote wellness and prevent negative health effects of social isolation, we refer and encourage Senior Care clients to participate in available evidence-based wellness, health promotion, and chronic disease self-management programs.

During the assessment process, over and above the proscribed assessments, the Case Manager will identify the participant's needs and abilities, and provide referrals to the following:

- Evidence Based Programs: *The Case Manager encourages participants to increase physical activity and become more socially active through attendance at the Senior Center and participation in their programming that promotes exercise, nutrition, and wellness.*

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- Senior Call Check**:** *On assessment, the Case Manager assesses the needs of the clients, and offers the Senior Call Check. The case manager will follow up and assist with enrollment if needed.*

- Senior Center, AAA, and DoA*:* *The Case Manager encourages participants to increase physical activity and become more socially active through attendance at the Senior Center and participation in their programming that promotes exercise, nutrition, and wellness.*

Challenges to the Senior Care Program

12. **Challenges:**

It is increasingly difficult for our agency and our program participants and families to find care providers for personal care and chore services, which are our most requested, needed, and expensive services. The residential service agencies that serve our county have also reported difficulties in hiring staff. The needs are increasing, and the availability of resources is not meeting the needs.

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Lastly, future concerns include the growth in the senior population. The U.S Census Bureau estimates that the population of seniors 65 years and older will climb from 13% to 19% by 2030, which is nearly one in every five residents. This indicates a great ongoing need for expansion of services to support seniors.

We greatly appreciate the additional funding for FY25 and hope that this program continues to be financially supported as needs increase.

Upper Shore Aging
Serving Caroline, Kent & Talbot Counties

Grievance Procedure for Participants Denied the Services of an Upper Shore Aging Program

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Senior Care Program Operations - FY 2025

AAA Name: Upper Shore Aging/ Kent County

A. Client Service Projections	***FY 2023 (Actual)***	***FY 2024 (Estimated)***	***FY 2025 (Projected)***
1) Number of Clients Receiving Gapfilling Services carried over from the end of the preceding fiscal year.	37	48	54
2) Number of New Clients Receiving Gapfilling Services (including those moving from waiting lists) served this year.	0	25	36
3) Subtotal Gapfilling: Number of Clients Receiving Gapfilling Services (Formula Generated).	**37**	**73**	**90**
4) Number of Case Management Only (CMO) Clients carried over from the preceding fiscal year (not included in lines 1, 2 or 3).	0	1	1
5) Number of New Case Management Only Clients Served this year *(not included in lines 1, 2, 3 or 4)* .	0	0	1
6) Subtotal CMO: Number of Clients Receiving Case Management Only (Formula Generated).	**0**	**1**	**2**
7) Total: Projected Number of Senior Care Clients for the Fiscal Year. (Formula Generated)	**37**	**74**	**92**

B. Average Length of Time for Receipt of Services	***FY 2023 (Actual)***	***FY 2024Estimated)***	***FY 2025 (Projected)***
1) Average length of time a Senior Care ***Gapfilling*** client receives services from the Senior Care system (in months):	10	11	11
2) Average length of time a Senior Care ***Case Management Only*** client receives case management services (in months):	0	12	12

C. Waiting List Information - If unknown, indicate "unknown"	***FY 2023 (Actual)***	***FY 2024 (Estimated)***	***FY 2025 (Projected)***
1) CMO - How many individuals are waiting to receive case management services only?	0	0	0
2) Gapfilling Only - How many individuals are waiting to receive gapfilling services only?	0	0	0
3) Both Gapfilling and Case Management - How many individuals are waiting to receive both gapfilling AND case management?	0	8	0
4) Total Individuals on the Waitlist (Formula Generated)	**0**	**8**	**0**
5) Assessment - How many individuals on the waitlist have been assessed?	0	0	0
6) Percentage of individuals on the waitlist who have been assessed (Formula Generated)	**#DIV/0!**	**0.00%**	**#DIV/0!**
7) Average length of time that an individual stays on the waiting list while waiting for **Gapfilling services only** (in months)	0	3	0
8) Average length of time that an individual stays on the waiting list while waiting for **Case Management Only services** (in months)	0	3	0
9) Average length of time that an individual stays on the waiting list while waiting for **both Gapfilling and Case Management services** (in months)	0	3	0

Senior Care Budget FY 2025

AAA Name: Upper Shore Aging
Kent County
Senior Care Allocation $160,000.00

	Administration		Case Management, Direct Services, and Waiting List Services		
Budget Category	**Administration funded by State Senior Care**	**Administration funded by other sources**	**Case Management**	**Other Gapfilling Direct Services**	**Total (Administration, Waiting List and Direct Services)**
Salaries	$ 8,653.00		$ 42,831.00		$51,484
Fringe	$ 3,207.00		$ 15,983.00		$19,190
Travel	$ 3,000.00				$3,000
Building Space	$ -				$0
Printing & Supplies	$ 324.00				$324
Equipment	$ -				$0
Equipment Maintenance and Repairs	$ -				$0
Communications	$ 816.00				$816
Utilities	$ -				$0
Vehicle Costs					$0
Training	$ -				$0
Contractual Services	$ -				$0
Other Costs: Provide Explanation Below	$ -				$0
Total Costs: Autofill	**$ 16,000.00**	**$ -**	**$ 58,814.00**	**$ 85,186.00**	**$160,000**
Project Income					$0
Net Costs: Atofill	**$ 16,000.00**	**$ -**	**$ 58,814.00**	**$ 85,186.00**	**$160,000**
State Senior Care Funds	$ 16,000.00		**$ 58,814.00**	**$ 85,186.00**	**$160,000**
Other Non-Fed Resources		$ -			**$0**
Variance: Autofill	$ -	$ -	$ -	$ -	$0
				Variance	$0.00

Administrative Allowance: There is a limit of 10% of the Senior Care allocation that can be used toward administration of the grant.

Enter total Senior Care allocation.	Enter the administrative allowance percentage. Do not exceed 10%	Acceptable or Not Acceptable
$ 160,000.00	10.00%	Acceptable

Case Management is a service and cannot be covered as part of the 10% administrative allowance

Other Funding Sources		Enter Direct Services and Case Management above $500.00		
Source	**Amount**		**Cost Category**	**Amount**

FY 2025 Senior Care Gapfilling Expenditures

AAA Name: Upper Shore Aging/ Kent County

Program Category	FY 2025 Gapfilling Expenditure	Percentage of Gapfilling Budget
Personal Care	$ -	0.00%
Chore	$ 200.00	0.23%
Personal Care/Chore	$ 20,000.00	23.48%
Heavy Chore	$ 400.00	0.47%
Home Delivered Meals	$ 12,000.00	14.09%
Respite	$ -	0.00%
Adult Day Care/Senior Center Plus	$ 3,800.00	4.46%
Medication(s)	$ 400.00	0.47%
Transportation	$ 1,000.00	1.17%
Medical Supplies	$ 25,386.00	29.80%
Emergency Response Systems	$ 16,000.00	18.78%
Grants to Families	$ 6,000.00	7.04%
Other (auto-generated - see below)	$ -	0.00%
Total	**$ 85,186.00**	

Please list Other Gapfilling Expenditures below

Other Gapfilling Programs	FY25 Gapfilling Expenditure
Total	**$ -**

Average Gapfilling Cost per Client per Month		Range of Gapfilling Cost Per Client per Month	
Provide figures for the average amount of Gapfilling funds spent per client per month in the jurisdiction for Fiscal Years 2023-2025.		*Provide the range of Gapfilling funds spent per client per month in the jurisdiction for Fiscal Years 2023-2025.*	
FY 2023 (Actual)		**FY 2023 (Actual)**	
FY 2024 (Estimated)	$250	**FY 2024 (Estimated)**	$40 to $400
FY 2025 (Projected)	$350	**FY 2025 (Projected)**	$40 to $500

FY 2025 Senior Care Staff

AAA Name: Upper Shore Aging/ Kent County

Use the charts below to provide information on the number of staff positions to be donated in-kind.

Administration					
Agency (AAA/DSS/LHD)	**Title of Position**	**Duties**	**Percentage of Time Spent on Senior Care**	**Funding Souce (State Senior Care or Other)**	
AAA	Program Specialist	Oversight and Training	20%	AAA	
					Total Admin FTEs
					20%

Assessment					
Agency (AAA/DSS/LHD)	**Title of Position**	**Number of Cases Assessed Per Month - Initial Assessments and Reevaluations**	**Percentage of Time Spent on Senior Care**	**Funding Souce (State Senior Care or Other)**	
AAA	MAP	10	10%	MAP/Level I Screen Grant	
LHD	AERS RN	15	20%	Kent LHD/MDH	
					Total Assessment FTEs
					30%

Case Management					
Agency (AAA/DSS/LHD)	**Title of Position**	**Number of Cases Case Managed Per Month**	**Percentage of Time Spent on Senior Care**	**Funding Souce (State Senior Care or Other)**	
LHD	AERS RN	5	10%	Kent LHD/MDH	
DSS	Adult Services SW	5	10%	Kent DSS/DHS	
					Total Case Mgmt. FTEs
					20%

Total FTEs
70%

FY 2024 Senior Care Supplemental Information

AAA Name: Upper Shore Aging/ Kent County

FY 2024 to FY 2025 Staff Funding Adjustments

For staff supported with non-State Senior Care funds, using in-kind, local, other grants, indicate increases, decreases, or no changes in the amounts or types of support provided in FY 2025. No more than 1-2 sentences required.

Increased support from public agencies (DSS,LHD) and community partners such as the University of Maryland Shore Regional Health SCOT (Shore Community Outreach Team) and Choptank Community Health (FQHC). All meet regularly and assist as needed to provide support to mutual clients with assessment, gathering necessary information, and communiicating with providers to get services in place.

VENDOR/INDIVIDUAL PROVIDER RATES:

Provide the rates or range of rates for each service listed below. An explanation is required for service rates that are over 10% of the State's average. If the service is listed on the Senior Care Budget/Gap-filling Expenditures Tabs, then a corresponding unit cost must be recorded on this page. Read carefully how the units are to be reported in the chart below.

	Personal Care Cost per Hour	Chore Cost per Hour	Nutritional Supplements	Incontinence Supplies	Respite Cost per Hour	Adult Day Cost per Day	Transportation Cost per Trip	Emergency Response System Cost per Month	Case Management Cost per Hour (Average if variable)
FY 2025 Rates	$20.38	$20.00	$40.00	$50.00	$40.00	$89.00	$2.67	$40.00	$38.00
Name of Vendor									
Living at Home, LLC	$37	$27							
Amazon			$40 to $50						
Home Care Delivered				$40 to $50					
Kent MADC						$12			
DCS/DCT							$4		
ADT								$40	

Please explain any variances of the State average (+10%)

For PCC and Chores, we have few vendors that serve this rural county. This vendor is a licensed RSA, and although the rate is higher that the State average, they provide RN oversite of each case at no extra charge. For Transportation, the only public bus is $3.50 per ticket. For Medical Day Care, the program only pays for copays for those that are are approved for the OHS/MDH MADC grants.

Nicholson Groundwater Treatment - Notice of Intent to Award Contract
7/16/2024
County Commissioners Meeting

Item Summary:
Nicholson Groundwater Treatment - Notice of Intent to Award Contract

ATTACHMENTS:
Description

Jamie Williams, Director, Economic and Tourism Development
7/16/2024
County Commissioners Meeting

Item Summary:
Letter of Support - FY2025 Maryland Community Legacy Grant Application – Millington Community Resource Center

ATTACHMENTS:

Description

Cover Page

07.16.2024 Nicholas Mayr, Office of Neighborhood Revitalization Millington Community Resource Center Letter of Support

Kent County MARYLAND

Department of Economic and Tourism Development

Letter of Support
FY2025 Maryland Community Legacy Grant Application
Millington Community Resource Center

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

Nicholas Mayr
Assistant Director, Statewide Region
Office of Neighborhood Revitalization
MD Department of Housing and Community Development
2 N. Charles Street, Suite 450
Baltimore, MD 21201

Re: FY2025 Maryland Community Legacy Grant Application - Millington Community Resource Center Letter of Support

Dear Mr. Mayr:

The County Commissioners of Kent County support the Town of Millington's grant application for $500,000 to transform the old Millington Elementary School into the Millington Community Resource Center.

We allocated Rural Maryland Economic Development funds to expand the Millington Wastewater Treatment Facility and improve the infrastructure surrounding the former Millington Elementary School building. This property is near the US Route 301 Corridor, one of only two designated growth areas outside Kent County's municipalities. Despite spanning 8 miles across the County, this important trucking route linking Maryland to Delaware has seen limited development thus far. Recent enhancements to US Route 1 have increased traffic along the 301 corridors, highlighting its growth potential. Millington and the adjacent areas present opportunities for both residential and commercial development. There are plans for three housing developments, each with approximately 300 homes. Additionally, preliminary site plan approval has been granted for two warehouses located along US Route 301, underscoring the growing interest in this area of Kent County.

We respectfully urge your careful and favorable consideration in approving this funding request.

Sincerely,

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member

KCC/rmo
cc: Jamie Williams, Director of Economic and Tourism Development

Craig Kuhn, Program Manager, Forest Pest Management, Maryland Department of Agriculture
7/16/2024
County Commissioners Meeting

Item Summary:
Spongy Moth Survey Report For Kent County

ATTACHMENTS:

Description

MD Dept of Agriculture Kent County 2023 Post Survey Letter

MD Dept of Agriculture Kent 2024, Spongy Moth Egg Mass Survey Kent County Map

MD Dept of Agriculture Kent County, Spongy Moth Egg Mass 2023 Post Survey Report

Maryland
Department of Agriculture

Office of Plant Industries and Pest Management

Wes Moore, Governor
Aruna Miller, Lt. Governor
Kevin M. Atticks, Secretary
Steven A. Connelly, Deputy Secretary

Forest Pest Management

Agriculture | *Maryland's Leading Industry*
mda.maryland.gov

The Wayne A. Cawley, Jr. Building
50 Harry S Truman Parkway
Annapolis, Maryland 21401

410-841-5922 Baltimore/Washington
410-841-5835 Fax

OFFICE OF PLANT INDUSTRIES AND PEST MANAGEMENT
Forest Pest Management
Northeast Regional Office

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

Dear Mr. Fithian:

We have attached our 2023 Spongy Moth Survey Report for Kent County. Results of our fall and winter surveys showed low spongy moth populations in most of Maryland. Our past suppression treatments, along with outbreaks of the fungus *Entomophaga maimaiga*, have kept down the spongy moth population throughout much of the state including Kent County. Although a 23,000+ acre spraying program was needed for the lower eastern shore and western Maryland this year, and spongy moth populations have increased in western Maryland, we are happy to report that no areas in Kent County were proposed for aerial spraying treatment in 2023.

Upon receiving a report from a concerned landowner, a significant area of spongy moth defoliation was found just east of Rock Hall. Trees experiencing defoliation for one or more years may be weakened and susceptible to other diseases and mortality. Annual spongy moth surveys and spongy moth aerial suppression can save these trees. Currently, the county cost share for surveys is $18 per survey and it is estimated that there would be between 100 – 200 surveys needed to assess Kent County. This therefore would be an estimated cost of $1,800 -$3,600 for the county in the spring of 2025. Cost share on suppression varies and is often not needed for several years. Let us know if the county wishes to participate in the fall/winter 2024/2025 spongy moth survey season.

In addition to spongy moth, MDA FPM also surveys for several other threats to the forests of Kent County. Surveys in Kent were negative for the walnut twig beetle and for *Sirex noctilio* (an invasive wood wasp), and counts were low for the Southern Pine Beetle. The emerald ash borer (EAB) is currently found throughout the state and is actively killing ash trees. EAB parasitoids were released on state land at Millington WMA to hopefully help suppress EAB populations.

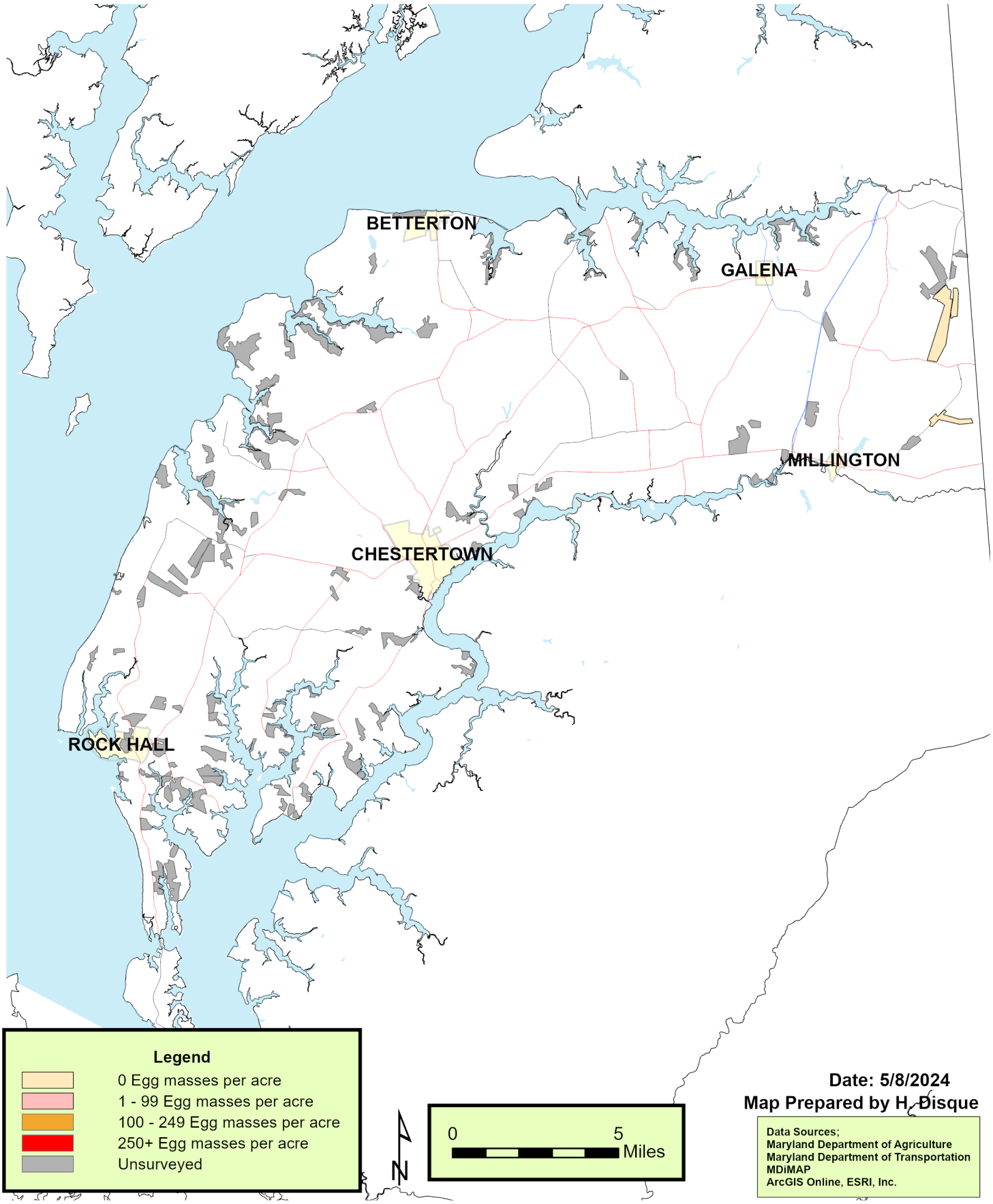
You can call us at 410-879-8034 or email us at northeastfpm@gmail.com if you have any further questions.

Thank you for your cooperation.

Sincerely,

Craig Kuhn
Program Manager FPM

Maryland Department of Agriculture
Forest Pest Management
2023-2024 Spongy Moth Egg Mass Surveys
Kent County, Maryland



Date: 5/8/2024

Map Prepared by H. Disque

Data Sources;
Maryland Department of Agriculture
Maryland Department of Transportation
MDiMAP
ArcGIS Online, ESRI, Inc.

Maryland
Department of Agriculture

Office of Plant Industries and Pest Management

Wes Moore, Governor
Aruna Miller, Lt. Governor
Kevin M. Atticks, Secretary
Steven A. Connelly, Deputy Secretary

Forest Pest Management

Agriculture | *Maryland's Leading Industry*
mda.maryland.gov

The Wayne A. Cawley, Jr. Building
50 Harry S Truman Parkway
Annapolis, Maryland 21401

410-841-5922 Baltimore/Washington
410-841-5835 Fax

2023 SPONGY MOTH EGG MASS SURVEY REPORT
KENT COUNTY

Introduction

Since 1982, the U.S. Forest Service, the Maryland Department of Agriculture (MDA) and individual county governments have joined to conduct an integrated pest management (IPM) program to suppress injurious spongy moth populations on priority forest and shade trees at selected sites on private and public land (see enclosed treatment site selection criteria). The MDA supervised Cooperative Spongy Moth Suppression Program requires that extensive amounts of accurate pest population data be collected annually. The primary method of data collection is through annual egg mass surveys conducted in the fall at established permanent points. The purpose of these surveys is to determine spongy moth population densities and trends, to evaluate treatment areas, if any, and to assess the potential for defoliation and the need for treatment in the coming year.

MDA Forest Pest Management (FPM) staff has been conducting spongy moth egg mass surveys in Kent County on a countywide basis since the early 1980s. We frequently review and update our survey areas to include newly developed woodlands with a high percentage of susceptible tree species, especially oak.

Results from this year

Between August 2023 and March 2024, FPM staff conducted over 8,000 spongy moth egg mass surveys throughout the state. Due to the lack of county fiscal participation, only 10 spongy moth egg mass surveys in three separate areas were conducted in the fall/winter 2023 season by FPM staff in Kent County. Most of these surveys were done on state lands. A total of only 734 acres was directly assessed by our surveys. None of these areas was found to have populations averaging above 250 egg masses per acre. This small sampling indicates that spongy moth populations are probably still generally low in Kent County. The higher the egg masses per acre count, the greater the likelihood of defoliation. A map showing the location of survey areas with population levels color-coded is enclosed.

Discussion

Through the spongy moth egg mass surveys, no potentially damaging populations were found in Kent County. When such infestation levels do occur, alternatives are considered area by area, including suppression with aerial application of insecticide. MDA has not proposed any treatments in Kent County for 2024**.** Any proposed suppression activities are done in cooperation with the county government. An estimate of costs is sent to the county government and all landowners directly affected are notified by first class mail well in advance of proceeding with any treatment.

Public meetings are arranged where details of the proposed treatment plans for that specific locale are presented.

Spongy moth populations are currently low throughout much of Maryland. **MDA has not proposed any treatments in Kent for 2024; however, there were over 26,000 acres proposed for treatment in Somerset, Wicomico, Worcester, Garrett, Allegany, Washington and Frederick Counties this spring.** It only takes a season or two of favorable conditions for potentially defoliating levels to return. Therefore, it is important to monitor the populations on a yearly basis in order to recognize changes, and make timely and appropriate recommendations to land owners and managers. If favorable conditions exist this spring, some population increase may be expected.

Summary

The Maryland Department of Agriculture has been monitoring spongy moth populations in Kent County regularly since the early 1980s by conducting egg mass surveys on a yearly basis. There were not enough surveys conducted in the fall/winter of 2023-24 to properly assess infestation levels, but no potentially defoliating spongy moth populations were expected in 2024. No treatment was proposed in Kent County for 2024. Spongy moth populations are generally low throughout the state except on the lower shore and in western Maryland. **Continued population assessments are important to find potential problems early before they cause significant damage and are easier to control.**

If you have any questions, comments, or reports regarding spongy moths or other forest pests, please do not hesitate to contact us. Alternatively, you may visit our website at http://mda.maryland.gov/plants-pests/Pages/forest_pest_management.aspx .

MD Dept. of Agriculture
Northeast Region FPM
3525 Conowingo Rd., Suite 400
Street, MD 21154
northeastfpm@gmail.com
410-879-8034

Attachments: 1 – 2023 Spongy Moth Egg Mass Survey Results Map

Maryland Environmental Service
7/16/2024
County Commissioners Meeting

Item Summary:
Amended and Restated Memorandum of Understanding By and Between the Midshore Regional Counties and the Maryland Environmental Service for Solid Waste Disposal

ATTACHMENTS:

Description

07.16.24 Amended and Reinstated MOU between Midshore Regional Counties and Maryland Environmental Service For Solid Waste Disposal

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
MIDSHORE REGIONAL COUNTIES
AND THE
MARYLAND ENVIRONMENTAL SERVICE
FOR SOLID WASTE DISPOSAL

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING ("This Memorandum") made this 16 day of July, 2024, by and between the County Commissioners of Caroline County ("Caroline"), the County Commissioners of Kent County ("Kent"), the County Commissioners of Queen Anne's County ("Queen Anne's"), the Talbot County Council ("Talbot") (the four counties collectively being the "Midshore Counties") and the Maryland Environmental Service ("MES").

PURPOSE

The purpose of this Memorandum is to set forth and confirm the parties' respective obligations for the development, operation and closing by the Maryland Environmental Service of solid waste facilities that, based on current estimates for remaining permitted airspace at the Midshore II landfill, will serve the Midshore Counties through at least the year 2083.

BACKGROUND

Since the early 1980's MES, Caroline, Queen Anne's and Talbot have been working together to develop and implement a regional solution to those counties' solid waste disposal needs. The parties first studied the feasibility of developing a resource recovery facility in the region. After concluding that a resource recovery facility was not practical, the parties then agreed in May 1986, to move forward with a regional landfill project.

In March 1988, the three counties and MES executed a contract ("1988 Contract") whereby MES agreed to develop the regional landfill, including preparing the detailed engineering design of the facility, acquire all necessary federal, State and local permits and approvals, issue bonds to finance the cost of the new landfill, construct and then operate the project. The 1988 Contract obligated the three counties, and not MES, to select a site for the landfill.

Later that year, in July 1988, MES and Caroline, Queen Anne's and Talbot signed a Memorandum of Understanding ("1988 MOU") further defining their roles, responsibilities, obligations and direction of the parties in implementing the project. The 1988 MOU defined the project as the Midshore Regional Landfill ("Midshore I") and designated the site of the landfill to be on a parcel of land adjacent to the Easton Landfill. MES was directed to take the lead in acquiring the site. Caroline and Queen Anne's were required to establish an inventory of proposed sites in their respective counties for future regional landfills. Those two counties each agreed to acquire an option to purchase at least one of the sites designated in their respective counties. The parties also undertook to determine, by September 1988, the most suitable method of securing revenues adequate to construct and operate the landfill and make provisions for the payment of debt service, including, but not limited to, MES establishing a solid waste service district pursuant

to the MES Act, Title 3, Subtitle 1, Natural Resources Article, Annotated Code of Maryland. ("MES Act").

Consistent with the 1988 Contract and the 1988 MOU, MES obtained a solid waste disposal permit from the Maryland Department of the Environment in January 1990. MES also acquired from the Town of Easton the site for Midshore I. As a condition of transferring the property, the Town of Easton required MES to take title to the adjacent Easton Landfill, and to close and monitor the Easton Landfill in accordance with State and federal requirements.

To finance the cost of designing and constructing Midshore I, and closing the Easton Landfill, MES agreed that it would issue indebtedness. In February 1990, MES issued its $8,075,000 Revenue Bonds (Mid-Shore Regional Landfill Project), Series 1990, to finance a portion of the construction of Midshore I, and the closure of the Easton Landfill. The parties agreed that MES would not need to establish a MES service district.

Midshore I opened in 1991. In September 1992 Kent entered into a Service Agreement with MES to become the fourth Midshore County participating in the Midshore I project. MES successfully operated Midshore I for twenty years. In conjunction with the development of additional cells at Midshore I MES issued additional debt. By agreement of MES and the Midshore Counties, Midshore I stopped accepting solid waste on December 31, 2010. MES subsequently constructed a closure cap at Midshore I in accordance with MDE regulations. MES continues to perform post-closure monitoring at Midshore I and the Easton Landfill. Under an agreement with Talbot, MES operates a homeowner drop-off facility and a small transfer station at Midshore I. The waste received at these two facilities is then transferred to Midshore II by MES.

In 2005 MES and the Midshore Counties entered into a Memorandum of Understanding ("2005 MOU"). Pursuant to the 2005 MOU Caroline provided a site adjacent to the Holly Road Landfill for construction of a second Midshore regional landfill ("Midshore II"). MES designed, obtained permits for, and constructed Midshore II, which opened in January 2011. MES has successfully operated Midshore II since it opened.

In accordance with the 2005 MOU MES also designed and constructed the closure cap and has performed post-closure monitoring and closure cap maintenance at Caroline's Hobbs Road Landfill. MES was authorized to utilize surplus operating funds from Midshore I, as well as the proceeds of additional debt it issued, for the design and construction of the Hobbs Road Landfill closure cap.

To finance the cost of designing and constructing Midshore II, closing Midshore I, closing the Hobbs Road Landfill, and undertaking other Midshore projects, MES has issued a series of revenue bonds. As of April 2024, MES has outstanding $ 17,712,000 in debt for Midshore II and the other projects.

Pursuant to Waste Disposal Service Agreements executed by and between each of the Midshore Counties and MES ("Service Agreements"), MES is authorized to charge a tipping fee for each ton of solid waste accepted at Midshore II. If the sum of the tipping fees, plus any other revenues made available to MES are not sufficient to pay the total costs incurred by MES in operating Midshore II, including any debt service, the Service Agreements require the Midshore

Counties to pay to MES a supplemental fee to make up the difference. To date, the Midshore Counties have never had to pay a supplemental fee.

The 2005 MOU included a provision that each of the Midshore Counties would host an active solid waste disposal facility for 20 years. The parties have since determined that Midshore II has sufficient solid waste disposal capacity, as measured by permitted air space, to remain open beyond the initial 20-year period. The parties recognize that operating Midshore II for more than 20 years will delay the need for MES to issue additional debt to fund the development of Midshore III, and the closure of Midshore II. By delaying the issuance of additional debt, and fully utilizing the capacity at Midshore II, MES will be able to spread the total costs of operating Midshore II over a longer period, which will benefit all citizens of the Midshore Counties.

The parties also recognize that by continuing to operate Midshore II for a period longer than 20 years Caroline will be impacted. The parties have determined that such impacts can be addressed by MES paying Caroline a Host Fee, as described in this Memorandum.

Each of the Midshore Counties, and MES, acknowledge and agree that the solid waste disposal needs of the Midshore region are best served by development of regional solid waste disposal facilities constructed, financed, and operated by MES.

ARTICLE I
CONFIRMATION OF THE WASTE DISPOSAL SERVICE AGREEMENTS

The Parties hereto expressly confirm that the Service Agreements by and between MES and each of the Midshore Counties are in full force and effect. The Parties further acknowledge that no party to the Service Agreements is in any way in default thereunder. Each Party agrees to continue to diligently perform their respective obligations under the Service Agreements. Nothing in this Memorandum shall be construed to be an amendment to any Service Agreement.

ARTICLE II
OBLIGATIONS OF THE MIDSHORE COUNTIES

Section 2.01. Designation of Solid Waste Disposal Sites

A. The Parties acknowledge and agree that Talbot has met its obligation to provide a site for a regional solid waste disposal facility.

B. The Parties acknowledge and agree that Caroline has met its obligations to provide a site for a regional solid waste disposal facility.

C. The Parties acknowledge that Queen Anne's has acquired a site for a third Midshore regional solid waste disposal facility ("Midshore III"). Queen Anne's has represented that the site has sufficient developable acreage to permit full implementation of the projects described in Section 3.04. Queen Anne's shall take no action, nor shall it suffer any action to be taken, or use to be made, that would cause the site to be damaged or to be changed in any way that would diminish its usefulness as a solid waste disposal facility, or that would significantly increase the

cost to develop or operate the site as a solid waste disposal facility. Queen Anne's shall convey the property to MES, or to another entity designated by the Midshore Counties, for reasonable and adequate consideration. Prior to December 31, 2028, Queen Anne's may designate a different site for Midshore III, but only if the site is sufficient to fully implement the projects described in Section 3.04.

D. Unless otherwise agreed to by the Parties, in writing, within 12 years of the estimated closure date of Midshore III, but, based on current estimates on remaining permitted airspace at Midshore II, no later than December 31, 2050, Kent shall acquire all property rights necessary to develop an appropriate site for a fourth Midshore regional solid waste disposal facility ("Midshore IV"). The site shall have sufficient developable acreage to permit full implementation of the projects described in Section 3.04. Kent shall take no action, nor shall it suffer any action to be taken, or use to be made, that would cause the site to be damaged or to be changed in any way that would diminish its usefulness as a solid waste disposal facility, or that would significantly increase the cost to develop or operate the site as a solid waste disposal facility. Kent shall convey the property to MES, or to another entity designated by the Midshore Counties, for reasonable and adequate consideration.

Section 2.02. Cooperation

A. Each Midshore County shall perform such acts, and execute and deliver such other agreements and documents, which may be necessary or reasonably requested by any other Party to give full effect to this Memorandum, or to enable any other Party to perform its obligations hereunder. The Parties acknowledge that they will develop and execute, at future dates, additional agreements further defining their respective obligations. Each Midshore County shall take all such actions as are necessary to amend their land use and zoning laws to allow the sites described in Section 2.01 to be utilized as solid waste disposal facilities in accordance with this Memorandum.

B. Each Midshore County shall take all such actions as are necessary to amend their respective Solid Waste Plans in a timely manner and in accordance with State law, to bring them into conformance with their respective obligations under this Memorandum.

C. Unless otherwise excused by a subsequent written agreement, each Midshore County shall cause all municipal solid waste under its direct control to be delivered to one of the Midshore solid waste disposal facilities identified hereunder. Each Midshore County shall pay the standard tipping fee which is in effect at the time the solid waste is delivered. Each Midshore County shall also take such actions as are legally permissible to direct any municipality in a Midshore County to deliver the municipality's municipal solid waste to one of the Midshore solid waste disposal facilities identified in this Memorandum.

D. No Midshore County will undertake the planning of, or participate in any way in, any other solid waste disposal or management project which may reasonably result in the success, or the finances of facilities or projects implemented under this Memorandum being diminished or jeopardized, without first consulting with and obtaining the consent of MES and each of the other Midshore Counties.

E. The Midshore Counties shall establish a technical advisory group to provide advice to MES on the planning, design, permitting, construction, operation, closure and post-closure monitoring of the solid waste disposal facilities contemplated by this MOU.

ARTICLE III
OBLIGATIONS OF MES

Section 3.01. Current Operations. MES shall continue to provide solid waste disposal services to the Midshore Counties as provided in the Service Agreements, as required by law, and as otherwise agreed by and between the Parties. These services generally include the current operation of Midshore II, and the post-closure monitoring of the Easton Landfill, Midshore I, and the Hobbs Road Landfill.

Section 3.02. Midshore II Road Improvements. MES will arrange for River Road to be repaved between Md. Route 480 and Holly Road, and MES will arrange for Holly Road to be repaved between River Road and the Ackerman Farm borrow site entrance. Repaving will be completed within 1 year of the date of execution of this MOU. All repaving will be made with a minimum of 2 inches of hot mix asphalt. Paving at Holly Road will include a wedge and level course to achieve 2% cross-sectional slopes.

Section 3.03. Closure of Midshore II. MES shall stop accepting solid waste for final disposal at Midshore II once the permitted airspace has been exhausted, which is estimated to be after June 30, 2042. MES shall close and cap Midshore II in accordance with the requirements of the Maryland Department of the Environment. MES shall also perform post-closure monitoring and maintenance of Midshore II for the period of time required by law.

Section 3.04. Future Solid Waste Disposal Facilities.

A. MES shall plan for, design, obtain permits for, construct, operate, close, and conduct post-closure monitoring and maintenance for Midshore III. MES shall perform its obligations hereunder so that Midshore III shall be capable of accepting municipal solid waste for disposal on or before the date that the permitted airspace at Midshore II has been exhausted. Unless otherwise agreed by the Parties, Midshore III will be designed to meet or exceed current MDE and EPA landfill design requirements, to be capable of accepting all municipal solid waste generated in the Midshore Counties for a minimum period of twenty years from its date of initial operation, based upon US Census population growth estimates available at the time the design is prepared. MES will not be obligated to design and construct Midshore III to be capable of accepting rubble or demolition debris, except in de minimis quantities.

B. The Parties will determine at a future date the types of solid waste that will be accepted at Midshore IV. The Parties will also determine at a future date if the solid waste disposal needs of the Midshore Counties will be met by alternative means other than the solid waste disposal facilities contemplated at Midshore IV. Midshore IV shall be designed and constructed so as to be capable of accepting solid waste for at least 20 years.

C. In performing its obligations under this MOU, MES will meet with and consider the advice of the Midshore technical advisory group designated pursuant to Section 2.02.E. of this MOU.

Section 3.05. Recycling. Each of the solid waste disposal facilities shall be constructed and operated in a manner that allows for the acceptance, storage and transfer of the same types of recyclable materials which MES currently manages at Midshore II. The Parties will periodically review whether other types of recyclable materials may be managed at the solid waste disposal facilities. Unless otherwise modified by the Midshore Counties, the Midshore Regional Recycling Program will continue to have primary responsibility for managing the Midshore Counties' recycling programs.

Section 3.06. Limitation of Liability. The obligations of MES under this Memorandum are limited obligations payable solely from such amounts as may be received by MES in connection with its operation of Midshore II and the provision of solid waste disposal services to the Midshore Counties under the Service Agreements, or this Memorandum. The obligations of MES shall not be payable from the general funds of MES, and the incurrence or non-performance of such obligations shall not constitute or create a legal or equitable pledge of, or lien or encumbrance upon, or claim against, any of the assets or property of MES or upon any of its income, receipts, or revenues, except the amounts described in the immediately preceding sentence.

ARTICLE IV
ACQUISITION OF MIDSHORE III SITE

Section 4.01. Obligation to Convey Midshore III Site. Queen Anne's and MES will negotiate a formal transfer agreement and will do all things reasonably necessary to convey from Queen Anne's to MES good and clear fee simple title to the Midshore III Site no later than December 31, 2036. Queen Anne's shall take no action, nor shall it suffer any action to be taken, or use to be made of the Midshore III Site, which would cause the Midshore III Site to be damaged or to be changed in any way that would diminish its usefulness for the type of solid waste disposal facility contemplated by this Memorandum, or that would significantly increase the cost to develop or operate the site for the type of solid waste disposal facility contemplated by this Memorandum. In particular, but without limitation, Queen Anne's shall not conduct or permit any soil removal activities on the Midshore III Site, nor shall it allow or authorize the storage or disposal of any solid or hazardous waste on the Midshore III Site.

Section 4.02. Consideration for Midshore III Site. In consideration of Queen Anne's providing the Midshore III Site, MES shall manage the operation of a residential drop-off facility located on or near Harper Road, Centreville, Maryland. MES shall only accept residential solid waste and recyclable materials at that facility. The costs of operating the residential drop-off facility and

transferring solid waste from that facility to Midshore III shall be included in the costs of operating Midshore III. MES shall not be obligated to operate the residential drop-off facility until Midshore III has opened to accept solid waste.

Section 4.03. Access. Queen Anne's will permit MES, and its employees, agents, and contractors, reasonable access to the Midshore III Site for purposes consistent with MES' obligations under this MOU.

ARTICLE V
FINANCIAL MATTERS

Section 5.01. Project Costs. Costs related to the obligations of MES under the Service Agreements shall continue to be paid in accordance with those Agreements.

Section 5.02. Tipping Fee And Other Fees. In consultation with the Midshore Counties, and in accordance with its obligations under the Service Agreement, MES shall charge a Tipping Fee for solid waste disposal services provided by MES pursuant to the Service Agreements. MES may also collect surcharges and other fees for tires and other materials which require special handling or disposal. All such Tipping Fees, surcharges and other fees shall be deemed Landfill Revenues, as defined in the Service Agreements. Beginning on July 1, 2025, and at the start of each Fiscal Year thereafter while Midshore II remains open to accept solid waste, MES will increase the Tipping Fee for Residential and Commercial Waste by a minimum of 1.4% of the previous year's Tipping Fee ("Annual Tipping Fee Increase"). MES may defer imposing an Annual Tipping Fee Increase if it reasonably determines that Landfill Revenues (as defined in the Service Agreements) will be sufficient to fully cover Total Costs (as defined in the Service Agreements).

Section 5.03. Caroline County Host Fee. From July 1, 2024, through the date Midshore II stops accepting waste, MES will pay Caroline County a Host Fee ("Host Fee") for each ton of Residential and Commercial Waste accepted at Midshore II. From July 1, 2024, through December 31, 2030, the Host Fee will be $3.00 per ton. From January 1, 2031, through the date Midshore II stops accepting waste, the Host Fee will be $6.00 per ton. All amounts paid as Host Fees will be deemed to be included in the definition of Total Costs as set forth in the Service Agreements. No Host Fee will be paid for (i) any waste or materials accepted from Caroline County's Holly Road Collection site, or (ii) brush or yard waste. MES will pay the Host Fee to Caroline County quarterly, except that MES will have no obligation to pay any Host Fee until this Memorandum becomes effective as provided in Article VI and Section 7.05. The obligation of MES to pay the Host Fee to Caroline County will begin on July 1, 2024, notwithstanding the date this Memorandum becomes effective.

Section 5.04. Future Solid Waste Disposal Facilities. The Parties will cooperate to develop and implement funding strategies for implementation of the projects to be undertaken pursuant to this Memorandum.

ARTICLE VI
TERM

This Memorandum shall become effective upon the execution and delivery of each counterpart by each of the parties, as described in Section 7.05. Unless terminated sooner by agreement of all the Parties, and based on current estimates for remaining permitted airspace at the Midshore II landfill, this Memorandum shall remain in effect until Midshore IV closes, which the Parties estimate will be on or after December 31, 2083.

ARTICLE VII
GENERAL

Section 7.01. Counties' Contractual Representatives. Each of the Midshore Counties shall designate a person to be their contractual representative, with full authority to give and receive any notice or other communication required by this Memorandum or take any action in regard to the interest of their respective County under this Memorandum.

Section 7.02. General Compliance With Laws. Each Party shall comply with all applicable federal, State and local laws which affect performance hereunder. The Counties acknowledge that MES, as an agency of the State of Maryland, is exempt from the application of local laws, unless expressly directed by the General Assembly of Maryland to comply with such laws.

Section 7.03. Amendments. This Memorandum may be amended from time to time by written agreement, duly authorized and executed by the Parties hereto. Oral statements purporting to amend this Memorandum shall not be binding on the Parties.

Section 7.04. Other Projects. The Midshore Counties and MES acknowledge that as of the effective date of this Memorandum Queen Anne's and Kent continue to be obligated to provide, respectively, sites for Midshore III and Midshore IV. In lieu of designating a site for a solid waste disposal facility, Queen Anne's and Kent may each propose an alternative project for managing or disposing of the Midshore Counties' municipal solid waste. A proposed alternative project may not be adopted or be implemented until it has been approved by all the Midshore Counties. Unless the Midshore Counties unanimously agree otherwise, MES shall develop, implement and manage any such alternative project. In the event the Midshore Counties determine that they will not utilize MES to implement Midshore III or Midshore IV, or an alternative project, the Midshore Counties shall be obligated to provide for all costs related to the closure, maintenance, post-closure monitoring, or any other costs associated with Midshore I, Midshore II, and any other project contemplated or implemented pursuant to this Memorandum.

Section 7.05. Counterparts. This Memorandum may be executed in separate counterparts by MES and each of the Midshore Counties, each of which shall be deemed an original, and all of which when executed and delivered shall together constitute one and the same agreement. This Memorandum shall not be effective until each Midshore County has executed and delivered its Memorandum.

IN WITNESS WHEREOF, the County Commissioners of Kent County and MES have signed this Memorandum to be effective the day and year first above written.

KENT COUNTY, MARYLAND

ATTEST: (COUNTY SEAL)

BY: _____
President Ronald H. Fithian

07/16/2024

BY: _____
Member Albert H. Nickerson

BY: _____
Member John F. Price

MARYLAND ENVIRONMENTAL SERVICE

ATTEST (AGENCY SEAL)

BY: _____
Charles Glass, Ph.D., P.E., Executive Director

_____

Procedures For Public Comment
7/16/2024
County Commissioners Meeting

ATTACHMENTS:

Description

07.16.24 Public Comments Sign In Sheet

Procedures for Public Comment

PUBLIC COMMENTS
SIGN IN SHEET
July 16, 2024

NAME **(please print)**	ADDRESS	TOPIC

ADDITIONAL SPACES PROVIDED ON BACK SIDE, PLEASE FLIP OVER.

Kent County
MARYLAND

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

Suzanne Einstein, President of Greater Rock Hall Business Association
7/16/2024
County Commissioners Meeting

Item Summary:
Thank You Letter

ATTACHMENTS:

Description

RH Rides Thank You Sponsorship Letter

July 1, 2024

Dear Kent County Commissioners,

On behalf of the Greater Rock Hall Business Association and the Town of Rock Hall, we thank you for your generous support for Rock Hall Rides, the recently launched new in-town shuttle bus service! This transportation solution aims to address several pressing issues faced by our town, including portability of our boaters and visitors, traffic congestion, parking limitations, and accessibility challenges. By providing a convenient mode of transportation, we aim to foster a more efficient and sustainable business environment while enhancing the overall quality of life for our community members.

Your donation, in partnership with other organizations and businesses, has provided us the opportunity to offer this valuable service free of charge this year! By contributing to our in-town shuttle bus, Kent County will gain exposure and recognition among our local businesses, residents, and visitors. With the use of video marketing, we will be promoting all sponsors inside of the bus and in addition, Kent County will be recognized in our Rock Hall Rides brochure.

Thank you again for your support. Together, we can make a meaningful difference in our community!

Warm regards,

Suzanne Einstein

Suzanne Einstein
President, Greater Rock Hall Business Association

American Rescue Plan Acts Fund
7/16/2024
County Commissioners Meeting

ATTACHMENTS:

Description

7-9-2024 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
7/9/2024

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		$ 3,686,077		$ 3,416,077	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		$ 80,700		$ 350,700	

Contingency Fund
7/16/2024
County Commissioners Meeting

ATTACHMENTS:

Description

7-9-2024 Commissioner Report Contingency

FY25 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
July 9, 2024

CONTINGENCY

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
7/9/24	Town of Millington	$ 7,550	Phase 1 of storm water needs in Millington and its relationship to the public tax ditch
7/9/24	Legal Counsel	15,000	Legal Representation
		-	-
		-	-
		-	-