THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA

May 7, 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

Consent Items

#1 - Regular Session Minutes, April 23, 2024

#2 - Liquor Minutes, April 23, 2024

#3 - Rock Hall Volunteer Fire Company, Raffle Only, May 8 - December 31, 2024

#4 - Kent School, Inc., Raffle Only, May 10, 2024

#5 - Radcliffe Creek School, Raffle Only, May 25, 2024

#6 - Kent and Queen Anne's Rescue Squad, Raffle Only, June 29, 2024

#7 - Kent 4-H Triple Shot Shooting Sports Club, Raffle Only, July 20, 2024

#8 - Greater Rock Hall Business Association

Rock Hall Transportation Support

#9 - Maryland Green Schools

2024 Certificates of Recognition

1. Henry Highland Garnet Elementary School
2. Rock Hall Elementary School

#10 - Dan Mattson, Director, Public Works

Environmental Operations Division - Tipping Fee Waiver - Rebuilding Together

#11 - Dennis Hickman, Sheriff, Kent County Sheriff's Office

FY2025 Sex Offender Compliance and Enforcement in Maryland Grant Program Application

Special Class C Licenses

Radcliffe Creek School, Beer Only, May 25, 2024

Proclamation

Steve Wallace, Captain, Corey Sheppard, Captain, and Monaca Stickland, Officer, Kent County Detention Center

Correctional Officers and Employees' Week

Recognitions

Jillyn Coleman, Director, Parks and Recreation

Certificates of Appreciation

Appointments

Dennis Hickman, Sheriff, Kent County Sheriff's Office

FY2025 Police Accountability, Community, and Transparency Grant Program Application

Bryan DiGregory, State's Attorney, and Hope Clark, Recidivism Reduction Project Manager, States Attorney Office

Recidivism Reduction Project Update

Mike Waal, Citizen Presentation

The Blueprint/Kirwan Funding Concerns

County Attorney

Thomas N. Yeager, County Attorney

Right Of Way Discussion On Sharp Street

Departmental Appointments

Scott Boone, Director, Information Technology

Request to Approve Department of Housing and Community Development Home Stretch Grant Agreements and Broadband Contract with Internet Service Provider

Jillyn Coleman, Director, Parks and Recreation

Parks and Recreation Advisory Board (PRAB)

Jillyn Coleman, Director, Parks and Recreation

Request To Reallocate Departmental Funds

Jillyn Coleman, Director, Parks and Recreation

Request To Reallocate Departmental Funds

Jillyn Coleman, Director, Parks and Recreation

Honoring the Granary at Turner's Creek

Jillyn Coleman, Director of Parks & Recreation

Maryland Department of Transportation Recreational Trails Program Grant

Human Resources Director

Jim Miller, Director, Human Resources

Public Works - Water and Wastewater Division Utility Technician Vacancy

County Administrator

Dan Schneckenburger, Executive Director, Upper Shore Workforce Investment Board

Member Recommendations and Changes

Chesapeake College

Trustee Nomination

County Administrator Report

Andy Harris, Congressman, House of Representatives

Letter of Support

Letters for Signature

Citizen Interest Form

Thank You For Your Interest

Chris Walmsley, Director of Office Administration, Kent County Public Library

Library of Trustees

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement

License Updates

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Shelley Heller, County Administrator, and Jim Miller, Director, Human Resources

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

Jim Miller, Director, Human Resources

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

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

#1 - Regular Session Minutes, April 23, 2024
5/7/2024
County Commissioners Meeting

ATTACHMENTS:
Description

#2 - Liquor Minutes, April 23, 2024
5/7/2024
County Commissioners Meeting

ATTACHMENTS:
Description

#3 - Rock Hall Volunteer Fire Company, Raffle Only, May 8 - December 31, 2024
5/7/2024
County Commissioners Meeting

ATTACHMENTS:

Description

Rock Hall Volunteer Fire Company, Rafffle Only, May 8, 2024 thru December 31, 2024

Permit# 18.2024

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

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

Name of Organization: Rock Hall Volunteer Fire Company

Address of Organization: 21500 Rock Hall Ave Rock Hall, MD 21661

Telephone: (410) 639 - 7888

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

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

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

Tax Exempt Number: 33043309

Person responsible for complying with permit regulations and requirements:

Name: Andy Glenn

Address: 21954 Harrington Park Rd Rock Hall, MD 21661

E-Mail: andyglenn82@gmail.com

Telephone: (443) 480 - 0527

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

Location address of fund-raising affair: Rock Hall Volunteer Fire Company
21500 Rock Hall Ave
Rock Hall, MD 21661

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

Date(s) of fund-raising: 5/7/24 - 12/31/24

Date and Time of Drawing: ~~3rd~~ Tuesday of month @ 7:30pm every Begin at: _____ End at: _____

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

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

Signature of person completing this application: Ralph L. Cohen

Please Select One:

(✓) Pick Up

( ) Mail Permit (will be mailed to person responsible)

RECEIVED
APR 23 2024
By JT

#4 - Kent School, Inc., Raffle Only, May 10, 2024
5/7/2024
County Commissioners Meeting

ATTACHMENTS:

Description

Kent School, Inc., Raffle Only, May 10, 2024, Application

Received 05/03/2024 TLT

Permit# 21-2024

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

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

Name of Organization: Kent School, Inc

Address of Organization: 6788 Wilkins Lane

Telephone: (410) 778.4100

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

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

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

Tax Exempt Number: 52-0856397

Person responsible for complying with permit regulations and requirements:

Name: Victoria Corcoran

Address: 6788 Wilkins Lane Chestertown, MD 21620

E-Mail: VCorcoran@kentschool.org

Telephone: (410) 778.4100

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

Location address of fund-raising affair: Chester River Yacht & Country Club.
7738 Quaker Neck Road
Chestertown, MD 21620

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

Date(s) of fund-raising: May 10, 2024

Date and Time of Drawing: 5/10/24 4pm Begin at: 9am End at: 5pm

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

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

Signature of person completing this application: Victoria Corcoran

Please Select One:

(✓) Pick Up Trisha 410-778-4100 ext 110 215-801-1439

( ) Mail Permit (will be mailed to person responsible)

#5 - Radcliffe Creek School, Raffle Only, May 25, 2024
5/7/2024
County Commissioners Meeting

ATTACHMENTS:

Description

Radcliffe Creek School, Raffle Only, May 25, 2024 Application

Permit# 19-2024

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

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

Name of Organization: Radcliffe Creek School

Address of Organization: 201 Talbot Blvd., Chestertown, MD, 21620

Telephone: (410) 778 8150

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

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

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

Tax Exempt Number: 52-1970233

Person responsible for complying with permit regulations and requirements:

Name: Nicholas Singleton

Address: 1752 Renington Drive, Crofton MD 21114

E-Mail: nck_singleton@yahoo.com or nsingleton@radcliffecreekschool.org

Telephone: (443) 370 1041

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

Location address of fund-raising affair: Wilmer Park
413 S Cross Street
Chestertown MD 21620

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

Date(s) of fund-raising: May 25, 2024

Date and Time of Drawing: May 25, 2024 Begin at: 8 am End at: 11 am

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

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

Signature of person completing this application: [signature]

Please Select One:

(✓) Pick Up

( ) Mail Permit (will be mailed to person responsible)

RECEIVED
APR 26 2024
KENT COUNTY
COMMISSIONERS OFFICE
SMB

#6 - Kent and Queen Anne's Rescue Squad, Raffle Only, June 29, 2024
5/7/2024
County Commissioners Meeting

ATTACHMENTS:

Description

Kent and Queen Anne's Rescue Squad, Raffle Only, June 29, 2024

Permit# 17-2024

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

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

Name of Organization: Kent's Queen Anne's Rescue Squad

Address of Organization: 140 Morgnec Rd. Chestertown md

Telephone: (410) 778-4495

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

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

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

Tax Exempt Number: _____

Person responsible for complying with permit regulations and requirements:

Name: John Bolgos

Address: 8243 whispering Pines Lane Chestertown md 21620

E-Mail: jdolgos60@gmail.com

Telephone: (410) 708-3145

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

Location address of fund-raising affair: Rescue Squad building

different fund raising sites

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

Date(s) of fund-raising: 5/8/24 - 6/29/24

Date and Time of Drawing: 6/29/24 Afternoon Begin at: _____ End at: _____

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

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

Signature of person completing this application: _____

Please Select One:

( ) Pick Up

( ) Mail Permit (will be mailed to person responsible)

RECEIVED
APR 28 2024
By

#7 - Kent 4-H Triple Shot Shooting Sports Club, Raffle Only, July 20, 2024
5/7/2024
County Commissioners Meeting

ATTACHMENTS:

Description

Kent 4-H Triple Shots Shooting Sports Club, Raffle Only, July 20, 2024, Application

Permit# 20 -2024

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

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

Name of Organization: Kent 4-H Triple Shots Shooting Sports Club

Address of Organization: 709 Morgnec Rd Suite 202 Chestertown, MD 21620

Telephone: (410) 778-1661

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

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

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

Tax Exempt Number: EIN # 81-1463651

Person responsible for complying with permit regulations and requirements:

Name:	Russ Parson	Beth Hill
Address:	P.O. Box 574	709 Morgnec Rd suite 202 Chestertown MD 21620
E-Mail:	windjammer21661@gmail.com	emshill@umd.edu
Telephone:	(443) 480-0292	410-778-1661

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

Location address of fund-raising affair: Kent Co Ag Center

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

Date(s) of fund-raising: 5/7/24 Now → July 20, 2024

Date and Time of Drawing: July 20 Begin at: N/A End at: ± 7:00 pm

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

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

Signature of person completing this application: Russ Parson DNR/Club Leader Elizabeth M. Shill Principal Agent Associate Kent 4-H Youth Development.

Please Select One:

( ) Pick Up

(X) Mail Permit (will be mailed to person responsible)

RECEIVED MAY 02 2024 By MT

Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.
Check the gaming devices to be used at this fund-raising event to award merchandise or cash prizes:

(X) Raffles	( ) Chance books	( ) Paddle Wheels
( ) Wheels of fortune	( ) Card games	( ) Lotteries

( ) Other_____

Will this fund-raiser be managed and operated only by individuals domiciled in Kent County? (Yes) No
If no, please explain circumstances:

_____

_____

_____

_____

Will alcoholic beverages be served or available for purchase at this fund-raising event? Yes (No)

Is the organization a religious organization? Yes (No)

If yes, has it conducted services regularly in Kent County for at least three (3) years? Yes No

Where are services conducted and how often? _____

_____

_____

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

_____% Civic _____% Charitable 100 % Educational

Name, address and telephone of person completing application:

_____

See Page #1

_____

(410) 778-1600 Extension Office.

Signature of person completing application: Kurt Pearson Elizabeth M Steele

Maryland 4-H Foundation, Inc.

Maryland 4-H Center • 8020 Greenmead Drive • College Park, MD 20740-4000 • (301) 314-7835 • Fax: (301) 314-7146

April 29, 2024

To whom it may concern:

This letter is to affirm the non-profit and federal tax exempt status of the following 4-H club according to the Internal Revenue Service Code Section 501(c)(3).

Kent 4-H Triple Shots Shooting Sports Club
EIN# 81-1463651
709 Morgnec Road, Suite 202
Chestertown, MD 21620

The **Kent 4-H Triple Shots Shooting Sports Club** is an authorized and chartered 4-H club operating under the oversight of University of Maryland Extension. This 4-H club is recognized as tax exempt by the IRS through its affiliation with the Maryland 4-H Foundation (EIN #52-6056016) that serves as the central organization and holder of the Group Exemption Number 5938 under which this club is listed as a subordinate organization.

The Kent 4-H Triple Shots Shooting Sports Club is open to youth ages 8-18.

Donations to 4-H are potentially tax deductible.

If you should have additional questions please contact me at Lmohler@umd.edu or 301-405-2833.

Sincerely,

Lauren Mohler

Lauren Mohler
Executive Director
Maryland 4-H Foundation

#8 - Greater Rock Hall Business Association
5/7/2024
County Commissioners Meeting

Item Summary:
Rock Hall Transportation Support

ATTACHMENTS:

Description

05.07.24 Greater Rock Hall Business Association, Transportation Contingency Request

RECEIVED
APR 30 2024
By

GRHBA Transportation Request Commissioner's Meeting – Tuesday, April 30th

- **INTRO** – Suzanne Einstein, Greater Rock Hall Business Association

- **NEED/BENEFITS** - Increases mobility of visitors and residents, improves accessibility to local businesses, reduces the demand for parking, and provides a safe alternative to driving after an evening out

- **VEHICLE/SERVICE** – 14 Passenger Van with handicap lift. Weekend service Friday – Sunday with possible expansion of additional hours holidays and events.

- **PARNTERSHIP** – GRHBA and Town of Rock / Economic Development Committee

- **COMMUNITY SUPPORT / LONG TERM VISION**– Full support from the local business community. Our long term goal is to expand the service with additional hours, and perhaps an additional vehicle.

- **REQUEST** – Asking for $20,000 to support transportation in Rock Hall

- **THANK YOU!** - Thank you so much for your time and consideration. Questions?

Shuttle Bus Demo 9am - 3/26/2024

firstandonlymat.../Inbox

Steve Leonard <steve@american-bus.com>
To: Laurie Walters <lewalte1@yahoo.com>,
captainjoe@experiencesail.com <captainjoe@experiencesail.com>, Eve Heath <eve81159@yahoo.com>,
Kevin Hodge <khodgey11@gmail.com>, Marta McCave <marta.mccave@gmail.com> more...
Cc: Suzanne Einstein <firstandonlymate@aol.com>

Mar 25 at 11:04 AM

Dear GRHBA Transportation Committee,
Spoke with Laurie, our Transportation committee leader, and Suzanne the president of the GRHBA and we have arranged for the equipment dealer to bring this vehicle to the GRHBA meeting tomorrow morning at 9am. The purpose is for us to look at a vehicle of the type we have been discussing. Not asking for any decision at this point but if there's a desire to have a nonCDL shuttle for this summer, this is the best that I have found so far.

This was vehicle was leased to a nonprofit that made food deliveries. It appears to be very clean, meets ADA and only has 54,000 miles.
NonCDL - 14 Passengers Plus Driver



2014 Ford e350 super duty cutaway Cutaway Van 2D

$18,900

Dealership · Listed 2 weeks ago in Wilmington, DE

Message Again

About This Vehicle

- Driven 54,000 miles
- Automatic transmission
- Exterior color: White · Interior color: Grey
- Fuel type: Gasoline
- 1 owner
- This vehicle is paid off
- Clean title

#9 - Maryland Green Schools
5/7/2024
County Commissioners Meeting

Item Summary:
Certificates of Recognition

1. Henry Highland Garnet Elementary School
2. Rock Hall Elementary School

ATTACHMENTS:

Description

05.07.24 Maryland Green Schools Recognition, Henry Highland Garnet Elementary School

05.07.24 Maryland Green Schools Recognition, Rock Hall Elementary School

Certificate of Recognition

This is to certify that

Henry Highland Garnet Elementary School

is hereby recognized

for being named a Maryland Green School in 2024, for their outstanding environmental education programs and significant contributions from students and staff in this endeavor. As a recognized Maryland Green School, Henry Highland Garnet Elementary School is a highly visible model for other Kent County schools and the community. Students and staff have demonstrated how the environment can be integrated into the instructional program, how environmental best management practices can be employed in the building and on the school grounds, and how local environmental issues can be explored through partnerships in the community. We, the County Commissioners of Kent County, are pleased to congratulate Henry Highland Garnet Elementary School for this notable achievement of being recognized as one of the outstanding Maryland Green Schools in our county and state.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

May 7, 2024

Certificate of Recognition

This is to certify that

Rock Hall Elementary School

is hereby recognized

for being named a Maryland Green School in 2024, for their outstanding environmental education programs and significant contributions from students and staff in this endeavor. As a recognized Maryland Green School, Rock Hall Elementary School is a highly visible model for other Kent County schools and the community. Students and staff have demonstrated how the environment can be integrated into the instructional program, how environmental best management practices can be employed in the building and on the school grounds and how local environmental issues can be explored through partnerships in the community. We, the County Commissioners of Kent County, are pleased to congratulate Rock Hall Elementary School for this notable achievement of being recognized as one of the outstanding Maryland Green Schools in our county and state.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

May 7, 2024

#10 - Dan Mattson, Director, Public Works
5/7/2024
County Commissioners Meeting

Item Summary:
Environmental Operations Division - Tipping Fee Waiver - Rebuilding Together

ATTACHMENTS:

Description

Cover

Tip Fee Waiver Request Letter

Rebuilding Together®

Kent County

20 YEARS

2004 2024







Rebuilding Together
Kent County

Daniel F. Mattson, Director
Kent County Department of Public Works
709 Morgnec Rd, Suite 101
Chestertown, MD 21620

Dear Mr. Mattson,

Thank you for considering our request to support Rebuilding Together Kent County by providing 24 complimentary dump tickets for 2024 projects. As I mentioned on the phone last Friday, we are a local nonprofit organization that provides income-eligible homeowners in Kent County with free, critical home repairs. Our mission is Repairing Homes, Revitalizing Communities, Rebuilding Lives and in 2024 we are celebrating our 20th year of service to our neighbors.

Last year we completed 91 repairs at 35 homes, and we hope to have a similar impact this year. We use a combination of contractors and volunteers to complete this work and, while the contractors handle their project waste, support from the county would be very helpful for our volunteer-lead repair efforts. We are grateful that this same support has been offered in previous years and we hope we can count on it again this year.

If you have any questions please feel free to reach out to me via email or by phone at 410-778-4544.

Respectfully,

Genevieve Croker
Executive Director

#11 - Dennis Hickman, Sheriff, Kent County Sheriff's Office
5/7/2024
County Commissioners Meeting

Item Summary:
FY2025 Sex Offender Compliance and Enforcement in Maryland Grant Program Application

ATTACHMENTS:

Description

05.074.24 FY2025 SOCM Grant Sex Offender Compliance and Enforcement in Maryland

Certification Regarding Lobbying

Control Number:

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 --

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about –

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Control Number:

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

_____

_____

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each ap¬plication for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

_____

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant:	Kent County Board of County Commissioners
Address:	R. Clayton Mitchell, Jr. Kent County Government Center 400 High Street Chestertown, MD 21620 1312
Project Title:	FY2025 Sex Offender Compliance and Enforcement in Maryland Grant
Federal ID Number:	52-6000974
Authorized Representative:	Fithian, Ronald H. - President
Signature:	Ronnie Fithian 05/07/24

Signature of Authorized Official **Date**

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 406/1/2, AMD 406/14 WHICH ARE OBSOLETE.

Control Number:

Certified Assurances

THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.

2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.

3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.

4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.

5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.

6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. ° 3789d): the Victims of Crime Act (42 U.S.C. ° 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. ° 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. ° 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. ° 704); the Americans with Disabilities Act of 1990 (42 U.S.C. ° 12131-34); the Education Amendments of 1972 (20 U.S.C. ° 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. ° 6101-07); and the Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.

8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of $500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: http://www.ojp.usdoj.gov/about/ocr/eeop.htm.

9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General http://www.goccp.maryland.gov/grants/general-conditions.php and Special Conditions.

10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.

11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: http://www.archives.gov/eeo/laws/title-vi.html

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.

Ronnie Fithian 05/07/24

Signature of Authorized Official **Date**

Fithian, Ronald H. - President

Name and Title

FY 2025 Sex Offender Compliance and Enforcement in Maryland Grant Program (SOCM)

Applicant: Kent County Board of County Commissioners

Grant Application Form

Governor's Office of Crime Control and Prevention

Pending Submission

Governor's Office of Crime Control and Prevention
100 Community Place, 1st Floor Crownsville, MD
21032-2042 (410) 697-9338
Email: dlinfo_goccp@maryland.gov

www.goccp.maryland.gov
Wes Moore, Governor
Aruna Miller, Lt. Governor

Application Contents

- [x] Cover Sheet
- [x] Face Sheet
- [x] Summary / Narrative
- [x] Budget Summary
  - [x] Personnel
  - [ ] Operating
  - [ ] Travel
  - [ ] Services
  - [ ] Equipment
  - [ ] Other
- [x] Civil Rights
- [x] Service Sites
- [x] Assurances
- [x] Anti-Lobbying

Date Stamp:	OFFICE USE ONLY	
	Control Number:	Application Number:
	Received By:	Date:

Governor's Office of Crime Control & Prevention - Grant Application Form

FY 2025 Sex Offender Compliance and Enforcement in Maryland Grant Program (SOCM)

Applicant: **Kent County Board of County Commissioners**

Project Title: **FY2025 Sex Offender Compliance and Enforcement in Maryland Grant**

Kent **Local Government**

Start Date: **07/01/2024** **Submitted:** **Pending Submission** **DUNS Number:** **086131901**

End Date: **06/30/2025** **Funding Year:** **SAM Expiration:** **2/13/2025**

Applicant:

Kent County Board of County Commissioners
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620 1312
(410) 778-4600 FAX: (410) 778-7482

Implementing Agency:

Kent County Sheriff's Office
Unit B
104 Vickers Drive
Chestertown, MD 21620 3358
(410) 778-2279 FAX: (410) 778-7488

Authorized Official: Fithian, Ronald H. — President
kentcounty@kentgov.org
Kent County Board of County Commissioners
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620-1312
(410) 778-4600 FAX: (410) 778-7482

Project Director: Hickman, Dennis — Sheriff
dhickman@kentgov.org
Kent County Sheriff's Office
Unit B
104 Vickers Drive
Chestertown, MD 21620-3358
(410) 778-2279 FAX: (410) 778-7488

Fiscal Officer: Merritt, Patricia M — Chief Finance Officer
pmerritt@kentgov.org
Kent County Board of County Commissioners
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620-1312
(410) 778-7456 FAX: (410) 810-2947

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

Project Summary

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

Problem Statement/Needs Justification

The Kent County Sheriff's Office is the primary law enforcement agency in Kent County, a rural jurisdiction with 19,270 residents (2021 US Census Bureau) spread over 278 square miles. Currently, the Sheriff's Office has three full time personnel who are responsible for registering and tracking 25 sex offenders. The majority of those registered and supervised are Tier III offenders who are required to register quarterly. Sgt. Sean Maloney commander of the Criminal Investigations Division, is the primary law enforcement officer responsible for the Sex Offender Registry and Monitoring Program. Sgt. Maloney, Corporal Jordan Proudfoot and Corporal Nathan Blazejak conduct the compliance checks.

During the past year, registrations and re-registrations were completed for all Kent County Sex Offenders. The Sheriff's Office saw offenders and completed the Responsibility Sheet more than 80 times. A number of tips from the public about possible violations were received and investigated. These reports were determined to be unfounded, some due to misunderstanding about the sex offender supervision laws.

Throughout the year, the Sheriff's Office uses SOCM grant funds to personally visit offenders, prioritizing those who appeared to be most at-risk for non-compliance. Law enforcement conducts random checks without notice and at unusual times. Upon arriving to the offenders' homes and gaining consent to enter, investigators verify the information provided by the offender at registration and gain knowledge of who is living in the home. Offenders are also contacted by phone or email to ensure that all information is accurate. Since the offenders are required to register four time a year and staffing is limited (the Criminal Investigation Division has only three investigators), the SOCM grant funding allows us the flexibility to contact offenders more often while monitoring continued compliances with the requirements of the registry.

Program Goals and Objectives

The goal of the Kent County Sheriff's Office Sex Offender Registry and Monitoring Program is to maintain public safety by ensuring compliance with State sex offender registry laws. We aim for 100 % compliance (we currently report 100% compliance).

Objectives:

Register 100% of all sex offender who relocate to Kent County, including those released from incarceration to Kent County;

Re-register 100% of all existing sex offenders throughout the year;

Monitor 100% of all offenders;

Ensure that 100% of registrants have DNA on file.

Program Strategy/Program Logic

Activities to meet goals and objectives include the following:

a) Register and re-register all offenders;

b) Conduct unannounced home visits at least semi-annually to verify compliance with registry requirements, and conduct more frequent visits if compliance issues are suspected or observed;

c) Obtain DNA samples of all registrants who do not have DNA on file;

d) Follow up on any complaints or concerns from/of the public about sex offenders;

e) Investigate any non-compliance by registered offenders, and obtain arrest warrants when necessary to ensure community safety and compliance by offenders;

f) Monitor changes in laws or legislations, and modify procedures accordingly.

Program Measurement

Output Measures: The Sex Offender Compliance and Enforcement grant allows investigators to use funds on an overtime basis to ensure compliance with the requirements of the registry by Kent County sex offenders, and to investigate potential non-compliant registrants. This allows the agency to leverage staffing resources efficiently, and typically funds approximately fifty critical hours of overtime devoted directly to sex offender compliance and investigations. This overtime has in the past ensured that between 96% ad 100% compliance is met.

Initial Outcome Measures: The Kent County Sheriff's Office has been fortunate to utilize the funds from this grant for several years. Sex Offenders in Kent County, many of whom have been on the registry for many years, are aware that deputies will conduct unscheduled home compliance checks. Without these funds, these checks would be rare or even nonexistent because of staffing and time constraints, and would likely only occur when a complaint is received. Because of the rural nature of our community, many offenders do not have other community members nearby who would observe violations and make complaints. We believe that the few violations of registry laws we have seen over several years speak to the effectiveness and impact of the grant award. Without this funding, we expect that we would see more non-compliance, which of course, would negatively impact the safety of the community.

Impacts: This grant enables the Sheriff's Office to fund the necessary overtime for investigators, who would otherwise be unable to as effectively monitor offenders and ensure that compliance is maintained. Local offenders are aware of their registration requirements and understand that random and thorough checks ae made to ensure compliance. Ultimately, public safety is increased and/or maintained. Without the grand funds, offenders would notice the decrease in supervision, which would potentially enable them to find it easier to re-offend. This program ensures that innocent victims ae not preyed upon due to lack of supervision and enforcement.

Timeline

Activity: Register and re-register all offenders

Persons Responsible: Sgt. Maloney, Cpl Proudfoot and Cpl Blazejak

Target Dates: Ongoing July 2024 – June 2025

Activity: Conduct unannounced home visits to verify compliance with registry requirements

Persons Responsible: Sgt. Maloney, Cpl Proudfoot and Cpl Blazejak

Target Dates: Ongoing July 2024 – June 2025

Activity: Obtain DNA sample of all registrants who do not have DNA on file

Persons Responsible: Sgt. Maloney, Cpl Proudfoot and Cpl Blazejak

Target Dates: Ongoing July 2024 – June 2025

Activity: Follow up on complaints from or concerns of the public

Persons Responsible: Sgt. Maloney, Cpl Proudfoot and Cpl Blazejak

Target Dates: Ongoing July 2024 – June 2025

Activity: Investigate any non-compliance by registered offenders and obtain arrest warrants when necessary

Persons Responsible: Sgt. Maloney, Cpl Proudfoot and Cpl Blazejak

Target Dates: Ongoing July 2024 – June 2025

All objectives to be met on an ongoing basis.

Spending Plan

Personnel costs for overtime hours incurred will be expended throughout the grant year on an as-needed basis.

Management Capabilities

The Kent County Sheriff's Office has been accredited by the Commission on Accreditation for Law Enforcement agencies since 2003 – the first accredited Sheriff's Office on Maryland's Eastern Shore. As Kent County's primary law enforcement agency, the goal is public safety. The Kent County Sheriff's Office has successfully maintained a sex offender compliance rate between 96% and 100% for several years.

Fiscal Officer: Patricia M. Merritt, Chief Financial Officer, Kent County, began her career with the County 29 years ago as director of Budget and Accounting, and was promoted to CFO in 2007. She has been a Certified Public Accountant since 1990. Ms. Merritt graduated from Rider University with a bachelor's degree in the science of commerce. She will oversee all finances related to this program.

Staff:

Project Director: Sheriff Dennis Hickman received a Business Management degree from Salisbury University. He has worked for the Kent County Sheriff's Office for over 23 years. During this time, he as been assigned to patrol; as a school resource officer; and supervisor of Criminal Investigations Division. Sheriff Hickman was elected in November of 2022 for a four-year term.

Sworn Personnel responsible for the registration, oversight and monitoring of registered sex offenders:

Sergeant Sean Maloney has served with the Kent County Sheriff's Office since November of 2011 and is currently assigned as the Criminal Investigations Division supervisor. Sergeant Maloney and his two fellow Detectives are responsible for registering, re-registering, and monitoring sex offenders in Kent County. Prior to being assigned to the Criminal Investigations Division, Sergeant Maloney was assigned to the Sheriff's Office Patrol Division as a shift supervisor.

Corporal Jordan Proudfoot serves as a Kent County Sheriff's Office deputy. His role in the program is to register, re=register, oversee and monitor registered sex offenders in Kent County. Before joining the Kent County Sheriff's Office in 2018, Cpl Proudfoot spent approximately four years at the Eastham, MA Police Department. In 2020, he was assigned to the Criminal Investigations Division of the KCSO as one of three sworn investigators.

Corporal Nate Blazejak serves as a Detective for the KCSO Criminal Investigation Division, where he monitors and conducts registration and compliance checks for sex offenders within the county. Corporal Blazejak joined the KCSO in 2003 and has worked various divisions and assignments to include Patrol, Canine, Narcotics, SWAT, and School Resource.

All staff salaries are funded by Kent County, although grand funds will be directed to overtime pay for Sgt Maloney, Cpl Proudfoot and Cpl Blazejak.

Sustainability

The importance of sustaining this program cannot be overstated. While it is no problem for the Sheriff's Office to manage most of the requirements of this program, the County would seek grant funding from other sources to fund the overtime pay necessary for the home compliance checks to continue should these grand funds become unavailable.

Applicant Disclosure of Pending Applications Statement

We have no pending applications for federally funded assistance to support this or similar programs/projects.

Unique Entity Identifier and SAM.GOV Expiration Date

DUNS Unique Identity ID: 086131901

SAM Unique Identity ID: C8C6GAZ67CA9 Exp: 02/13/2025

Person Completing the Project Narrative

Kimberly Dixon , Office Manager, Kent County Sheriff's Office – phone 410-810-2240, fax 410-778-7488. kbdixon@kentgov.org

Project Budget

Control Number:

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	$2,538.00	$0.00	$0.00	$2,538.00
Operating Expenses	$0.00	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Grand Total	**$2,538.00**	**$0.00**	**$0.00**	**$2,538.00**

Category A - Personnel

Control Number:

	Description of Position	Priority	Salary Type	Funding Type	Total
1	Personnel	1	Overtime	Grant Funds	$2,538.00
					$2,538.00

1. These grant funds will allow critical overtime hours to be paid to ensure that home compliance checks are conducted throughout the year.

V. Civil Rights Requirements

Control Number:

1. Civil rights contact person:	Miller, Jim - Director, Human Resources
2. Organization:	Kent County Board of County Commissioners
3. Address:	R. Clayton Mitchell, Jr. Kent County Government Center 400 High Street Chestertown, MD 21620-1312
4. Telephone Number:	(410) 778-7481

5. Number of persons employed by the organization unit responsible for implementation of this grant: 23

Project Service Sites

Site 1

Service Site	Kent County Sheriff's Office
Apt. Suite, No. Street	Unit B 104 Vickers Drive
City	Chestertown
State & Zip	MD 21620-3358

Radcliffe Creek School, Beer Only, May 25, 2024
5/7/2024
County Commissioners Meeting

ATTACHMENTS:

Description

2024 PD-19 Radcliffe Creek School, Beer Only, May 25, 2024, Application

2024 PD-19

RECEIVED
APR 26 2024
By

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

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

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

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

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

Radcliffe Creek School

Address 201 Talbot Blvd Chestertown, MD 21620

Type of Function 5K + 10-Mile Run

Location of Function Wilmer Park

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) Saturday, May 25.
Begin at: 9:00am End at: 11:00 am and the applicant tenders herewith the sum of ($_____Per Diem) ($_____) in payment for the license.

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

9. Applicants

(1) Nicholas Singleton — 1752 Remington Drive Crofton MD 21114
Name — Residence

— — Dir. of Communications — 443 570 1041 — [signature]
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 26TH day of APRIL, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared NICHOLAS SINGLETON 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)

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

---

(2) Allison Jones — 501 High St #2 Chestertown, MD 21620
Name — Residence

8 months — Dir. of Admissions — 410-980-0224 — [signature]
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 26TH day of APRIL, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared ALLISON JONES 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)

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

---

(3) Peter Thayer — 14516 Stirrup Lane, Galena, MD 21635
Name — Residence

15 years — Head of School — 302 299-8805 — [signature]
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 26TH day of APRIL, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared PETER THAYER 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)

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

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: Lawrence Dike

TITLE OF AUTHORIZED AGENT: TOWN MANAGER

NOTARY
OWNER/ENTITY OF PREMISES

STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 26th day of April, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Lawrence Dike and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.

LYNDA L. THOMAS NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD (SEAL)

6.30.24

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. Radcliffe Creek School

Address 201 Talbot Blvd., Chestertown, MD, 21620

Name Nicholas Singleton (Please Print) _____ (Signature)

Phone # 443.370.1041 Date April 24 2024

Steve Wallace, Captain, Corey Sheppard, Captain, and Monaca Stickland, Officer, Kent County Detention Center
5/7/2024
County Commissioners Meeting

Item Summary:
Correctional Officers and Employees' Week

ATTACHMENTS:

Description

05.07.24 Certificate of Recognition, Stephanie Switalski

05.07.24 Proclamation, Correctional Officers Week

Certificate of Recognition

This is to certify that

Stephanie Switalski

is hereby recognized

for exemplary service and dedication to the Correctional Profession. Officer Switalski is a valuable team player. She has been eager to become more knowledgeable and experienced in her profession, allowing her to advance in her career as a Correctional Officer. We, the County Commissioners of Kent County, Maryland are proud to join the Warden and Staff of the Kent County Detention Center in recognizing Stephanie Switalski as **Employee of the Year**.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

May 7, 2024

Kent County, Maryland

Proclamation

Correctional Employees' Week
May 5-11, 2024

WHEREAS, Much is expected from the men and women who work in our County correctional facility every day; and

WHEREAS, Correctional employees are skilled professionals who act as counselors, communicators, and experts in crisis intervention; and must preserve the safety of our lives and property, maintaining their professional demeanor while often facing hostile, aggressive, and intimidating behavior from inmates; and

WHEREAS, The general public should fully appreciate correctional employees' capable handling of the physical and emotional demands made upon them daily. Simply because a criminal is caught and incarcerated, does not mean he or she is no longer a threat to our community. Men and women of corrections are confronted each day by the most dangerous individuals among us. Their profession requires careful and constant vigilance, and the threat of violence is always present. At the same time, these dedicated employees try to improve the living conditions of those who are being confined; and

WHEREAS, The men and women of the Kent County Detention Center, unceasingly provide a vital public service.

NOW, THEREFORE, WE, THE BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY, call upon all citizens of Kent County to observe the week of May 5-11, 2024, as CORRECTIONAL EMPLOYEES' WEEK, which all of our citizens may join in commemorating correctional employees, past and present.

IT IS FURTHER PROCLAIMED, that the Commissioners acknowledge the week of May 5-11, 2024, as NATIONAL CORRECTIONAL OFFICERS WEEK in honor of those correctional officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

May 7, 2024

Jillyn Coleman, Director, Parks and Recreation
5/7/2024
County Commissioners Meeting

Item Summary:
Certificates of Appreciation

ATTACHMENTS:

Description

05.07.24 Certificate of Appreciation, Patti & Dave Eason of D & D Contracting

05.07.24 Certificate of Appreciation, Mike Crites

05.07.24 Certificate of Appreciation, Caleb Pritchett

05.07.24 Certificate of Appreciation, John Wirth

Story Walk Presentation

Certificate of Appreciation

This is proudly presented to

Patti & Dave Eason

Of D&D Contracting

For your donation of sixteen platforms for the StoryWalk at Worton Park. Your contribution of time, resources, and craftmanship was instrumental in making the project a reality. This generous donation will not only enrich the experience for visitors but will also bring joy to the families who visit Worton Park for many years to come. Thank you again for your invaluable contribution and commitment towards enhancing our community parks.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

May 07, 2024

Certificate of Appreciation

This is proudly presented to

Mike Crites

For dedicating your time and skills to create the sixteen StoryWalk platforms at Worton Park. Your craftsmanship played a crucial role in bringing the StoryWalk to realization. Your unwavering commitment to improving our community parks is truly appreciated.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

May 07, 2024

Certificate of Appreciation

This is proudly presented to

Caleb Pritchett

For dedicating your time and skills to create the sixteen StoryWalk platforms at Worton Park. Your craftsmanship played a crucial role in bringing the StoryWalk to realization. Your unwavering commitment to improving our community parks is truly appreciated.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

May 07, 2024

Certificate of Appreciation

This is proudly presented to

John Wirth

For dedicating your time and skills to create the sixteen StoryWalk platforms at Worton Park. Your craftsmanship played a crucial role in bringing the StoryWalk to realization. Your unwavering commitment to improving our community parks is truly appreciated.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

May 07, 2024

StoryWalk at Worton Park

Dave & Patti Eason of D&D Contracting

Kent County Public Library

Kent County Parks & Recreation









Dennis Hickman, Sheriff, Kent County Sheriff's Office
5/7/2024
County Commissioners Meeting

Item Summary:
FY2025 Police Accountability, Community, and Transparency Grant Program Application

ATTACHMENTS:

Description

05.07.24 FY2025 PACT Grant KCSO Equipment Program

Certification Regarding Lobbying

Control Number:

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 --

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about –

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Control Number:

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

_____

_____

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each ap¬plication for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

_____

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant:	Kent County Board of County Commissioners
Address:	R. Clayton Mitchell, Jr. Kent County Government Center 400 High Street Chestertown, MD 21620 1312
Project Title:	KCSO EQUIPMENT PROGRAM
Federal ID Number:	52-6000974
Authorized Representative:	Fithian, Ronald H. - President
Signature:	Ronnie Fithian 05/07/24

Signature of Authorized Official **Date**

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 406/1/2, AMD 406/14 WHICH ARE OBSOLETE.

Control Number:

Certified Assurances

THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.

2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.

3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.

4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.

5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.

6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. ° 3789d): the Victims of Crime Act (42 U.S.C. ° 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. ° 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. ° 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. ° 704); the Americans with Disabilities Act of 1990 (42 U.S.C. ° 12131-34); the Education Amendments of 1972 (20 U.S.C. ° 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. ° 6101-07); and the Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.

8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of $500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: http://www.ojp.usdoj.gov/about/ocr/eeop.htm.

9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General http://www.goccp.maryland.gov/grants/general-conditions.php and Special Conditions.

10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.

11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: http://www.archives.gov/eeo/laws/title-vi.html

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.

Ronnie Fithian 05/07/24

Signature of Authorized Official **Date**

Fithian, Ronald H. - President

Name and Title

FY 2025 Police Accountability, Community, and Transparency (PACT) Grant Program (PACT)

Applicant: Kent County Board of County Commissioners

Grant Application Form

Governor's Office of Crime Control and Prevention

Pending Submission

Governor's Office of Crime Control and Prevention
100 Community Place, 1st Floor Crownsville, MD
21032-2042 (410) 697-9338
Email: dlinfo_goccp@maryland.gov

www.goccp.maryland.gov
Wes Moore, Governor
Aruna Miller, Lt. Governor

Application Contents

- [x] Cover Sheet
- [x] Face Sheet
- [x] Summary / Narrative
- [x] Budget Summary
  - [ ] Personnel
  - [ ] Operating
  - [ ] Travel
  - [ ] Services
  - [x] Equipment
  - [ ] Other
- [x] Civil Rights
- [x] Service Sites
- [x] Assurances
- [x] Anti-Lobbying

Date Stamp:	OFFICE USE ONLY	
	Control Number:	Application Number:
	Received By:	Date:

Governor's Office of Crime Control & Prevention - Grant Application Form

FY 2025 Police Accountability, Community, and Transparency (PACT) Grant Program (PACT)

Applicant: **Kent County Board of County Commissioners**

Project Title: **KCSO EQUIPMENT PROGRAM**

Kent **Local Government**

Start Date: **07/01/2024** **Submitted:** **Pending Submission** **DUNS Number:** **086131901**

End Date: **06/30/2025** **Funding Year:** **SAM Expiration:** **2/13/2025**

Applicant:

Kent County Board of County Commissioners
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620 1312
(410) 778-4600 FAX: (410) 778-7482

Implementing Agency:

Kent County Sheriff's Office
Unit B
104 Vickers Drive
Chestertown, MD 21620 3358
(410) 778-2279 FAX: (410) 778-7488

Authorized Official: Fithian, Ronald H. — President
kentcounty@kentgov.org
Kent County Board of County Commissioners
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620-1312
(410) 778-4600 FAX: (410) 778-7482

Project Director: Hickman, Dennis — Sheriff
dhickman@kentgov.org
Kent County Sheriff's Office
Unit B
104 Vickers Drive
Chestertown, MD 21620-3358
(410) 778-2279 FAX: (410) 778-7488

Fiscal Officer: Merritt, Patricia M — Chief Finance Officer
pmerritt@kentgov.org
Kent County Board of County Commissioners
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620-1312
(410) 778-7456 FAX: (410) 810-2947

Funding Summary					
	100.0 %	Grant Funds	**$66,498.00**	_____	_____
	0.0 %	Cash Match	**$0.00**	_____	_____
	0.0 %	In-Kind Match	**$0.00**	_____	_____
		Total Project Funds	**$66,498.00**		

Project Summary

The Kent County Sheriff's Office Equipment Program enhances transparency and trust between law enforcement and the citizens it serves, ultimately creating a safer community. The program provides funds for equipment, equipment installation and training, and cloud-based footage storage fees related to vehicles cameras.

Problem Statement/Needs Justification

Kent County, Maryland is a rural Eastern Shore County with a dispersed population of 19, 270 (US Census, 2021). The Kent County Sheriff's Office is committed to employing law enforcement accountability procedures that enhance transparency, public trust, and safety, and has been proactive in using technology to reach and maintain these goals. Most recently, our office requested and received funding for virtual reality training equipment, which law enforcement officers are very enthusiastic about utilizing. In addition, the Sheriff's Office acquired 27 body-worn cameras in 2021 prior to the requirements of the Maryland Police Accountability Act. We also received funding to deploy 8 Axon vehicle cameras that work on the same platform as the body worn cameras. Both the body worn and vehicle cameras also work with a signal device that automatically activates them in situations when emergency equipment is activated or weapons are removed from their holster or the vehicles. It is now critical that we obtain funding for 5 additional vehicle cameras, cloud-based storage, licensing and training to keep our Deputies employed with this new technology in new vehicles. This is essential for the Sheriff's Office to maintain the value and performance of the equipment, as well as remaining transparent.

To expand and enhance this program, the Sheriff's Office intends to purchase five vehicle cameras for five new patrol vehicles in FY25. This will keep our newest vehicles, which are used on a daily basis on patrol to be equipped with vehicle cameras. The cost of the cameras in addition to the required licensing, professional installation, training, service upgrades, and video storage mentioned above is especially prohibitive for a small county like ours.

The value of this equipment cannot be overstated in a rural area where law enforcement-citizen interactions regularly take place with no witnesses. Effectively documenting behavior, cameras can create a safer and more trusting environment between law enforcement and members of the public. Because everyone is aware that interactions are being documented, this technology encourages mutually positive communication while acting as a deterrent to unprofessional, inappropriate, and criminal behaviors. Cameras also provide vital evidentiary documentation that can be used to support or dispute complaints against law enforcement and criminal charges against those arrested. Often, video evidence has helped to increase the number of plea agreements.

The latest camera technology automatically triggers vehicles cameras to go on when law enforcement turns on vehicle emergency lights. Simultaneously, every body-worn camera in the vicinity automatically activates. Supplemented by the Sheriff's Office use of smart holster systems that detect when a firearm is removed-negating the need to press buttons to activate cameras-this technology package allows for full-scale comprehensive documentation of law enforcement-public encounters.

Program Goals and Objectives

PACT Goal: Identify and implement new technology to instill public trust and transparency in the execution of official law enforcement duties.

The Kent County Sheriff's Office Equipment Program will continue to effectively utilize new and upgraded technology to maintain and improve public trust and transparency. The consistent use of new and upgraded vehicle cameras (and maintaining service upgrades, licensing, training, and cloud-based storage) will archive the following objectives:

Objective 1: Promote safety during law enforcement-citizen interactions

- Maintain a low number of use-of-force incidents (fewer than 5 per year)
- Maintain officer safety (fewer than 3 officer injuries per year)
- Maintain citizen safety (not more than 1 citizen injury per year)

Objective 2: Increase evidence quality

- Additional, enhanced, and up-to-date vehicle cameras will increase the number of instances when cameras provide quality evidence with regard to reaching plea agreements, prosecuting criminal cases, and reviewing footage related to complaints against law enforcement.

Objective 3: Maintain low number of civilian complaints

- Vehicle cameras along with consistent law enforcement de-escalation training provided through other funding, will help to ensure that civilian complaints remain very low (there has been one complaint since July 2022, and one complaint the year before was withdrawn after video footage was shown to the complainant): 2-3 FY25

Objective 4: Allow for police de-escalation

- Cameras will be activated during all law enforcement-public interactions. The cameras, coupled with the Sheriff's Office use of mobile crisis intervention service and Crisis Intervention Trainings funded through other sources, will be successful in de-escalating the vast majority of incidents.

Objective 5: Continue to enhance law enforcement accountability and transparency

- 100% of Sheriff's Office Deputies will wear body-worn cameras
- 100% of vehicles used by Patrol Deputies will be equipped with cameras
- Body-worn cameras will be activated automatically by holster notification systems, vehicle cameras systems, and gun lock systems in vehicles 100% of the time.
- All technology will be upgraded and maintained as necessary.

Program Strategy/Program Logic

The Kent County Sheriff's Office Equipment Program will continue to maintain and enhance public trust as both law enforcement and the public recognize that interactions are being documented. The Sheriff's Office is in need of five vehicle cameras (we plan to order five vehicles in FY25). Related costs include installation, training, service upgrade packages, cloud-based storage and licensing.

Program Measurement

OUTPUTS:

100% of the Kent County Sheriff's Office Deputies will be trained in the use of the cameras Cameras will be installed in 100% of new Sheriff's Office vehicles 100% of the cameras-new and previously purchased- will be upgraded, as will licensing and cloud-based storage.

Supervisors will continue to view footage and use the footage as training mechanisms regarding safety issues or alternative approaches to varying situations.

OUTCOMES:

The use and expansion of state-of-the-art cameras will continue to result in successful plea bargaining

Use-of-force incidents will remain at a low rate each year Injuries of Deputies and members of the public will remain low Civilian complaints will remain low

IMPACTS:

Quality and up-to-date technology, along with effective training, has resulted in the Kent County Sheriff's Office continuing to be a successful, trusted law enforcement agency. While our success can also be attributed to the quality of personnel, training, and supervision, our use of cameras since 2021 has increased transparency, improved policing, and fostered community trust. The continued use of this technology is instrumental in making Kent County a safer place to live, work, and enjoy leisurely activities.

Timeline

August 2024:

Purchase five vehicle cameras with service upgrades, cloud-based footage storage, installation, and training.

Spending Plan

$66,498.00 for five new vehicle cameras, licensing, service upgrades, installation, and training to be purchased August 2024.

Management Capabilities

The Kent County Sheriff's Office was the first accredited Sheriff's Office on Maryland's Eastern Shore and through the years has managed several grant-funded projects, including FY24 PACT Equipment Initiative, SAPP grants, MSHO grants, SOCM grants, MCSAP grants BJAG grants, and others.

Project Director, Sheriff Dennis Hickman, whose position is funded through Kent County, was elected in November 2022 for a four-year term. He received a business management degree from Salisbury University and has worked for the Kent County Sheriff's Office for more than 22 years. During this time, he has been assigned to patrol; as a school resource officer; and supervisor of the Criminal Investigations Division.

Captain Harry Kettner B.A., was hired by the Kent County Sheriff's Office in 2006. He has worked in Patrol as a patrol deputy; in the Criminal Investigations Division as a detective, and also served as part of the Sheriff's Office tactical team. Captain Kettner was a patrol supervisor and was promoted to Patrol Commander, overseeing the entire Patrol Division. He is not the second-in-command at the Kent County Sheriff's Office, overseeing daily and special operations as well as the administrative side to include policy, training, and equipment decisions. He will be responsible for purchasing all equipment related to this grant.

Fiscal Officer Patricia M. Merritt serves as Kent County's Chief Finance Officer, a County-funded position. She began her career with Kent County 27 years ago as director of Budget and Accounting, and was promoted to CFO in 2007. She has been a CPA since 1990, having graduated from Rider University with a bachelor's degree in science of commerce. Ms. Merritt will oversee all finances and spending related to this program.

Grants Management and Reporting will be the responsibility of Captain Harry Kettner, who has experience in grant writing and management.

Sustainability

Kent County is committed to providing its Deputies with the tools needed to keep our community safe. We do not foresee major equipment expenses for the Sheriff's Office over the few years following 2025; therefore, the County has some time to ensure sustainability of all priority projects and programs.

Applicant Disclosure of Pending Applications Statement

The Kent County Sheriff's Office/ Kent County does not have pending applications submitted within the last 12 months for federally funded assistance that includes requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

Unique Entity Identifier and SAM.GOV Expiration Date

SAM Unique Entity ID: C8C6GAZ67CA9

Expiration Date: 2/13/2025

Person Completing the Project Narrative

Captain Harry Kettner

Acting Chief Deputy

Kent County Sheriff's Office

410-778-2279

Fax: 410-778-7488

hkettner@kentgov.org

Control Number:

Project Budget

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	$0.00	$0.00	$0.00	$0.00
Operating Expenses	$0.00	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00	$0.00	$0.00
Equipment	$66,498.00	$0.00	$0.00	$66,498.00
Other	$0.00	$0.00	$0.00	$0.00
Grand Total	**$66,498.00**	**$0.00**	**$0.00**	**$66,498.00**

Category E - Equipment

Control Number:

	Equipment	Priority	Funding Type	Quantity	Cost / Unit	Total
1	Five new vehicle cameras, licensing, service upgrades, installation and training	1	Grant Funds	5	$13,299.60	$66,498.00
						$66,498.00

1. Five new vehicle cameras, licensing, service upgrades, installation and training to add transparency and accountability of patrol Deputies.

V. Civil Rights Requirements

Control Number:

1. Civil rights contact person:	Miller, Jim - Director, Human Resources
2. Organization:	Kent County Board of County Commissioners
3. Address:	R. Clayton Mitchell, Jr. Kent County Government Center 400 High Street Chestertown, MD 21620-1312
4. Telephone Number:	(410) 778-7481

5. Number of persons employed by the organization unit responsible for implementation of this grant: 23

Project Service Sites

Site 1

Service Site	Kent County Sheriff's Office
Apt. Suite, No. Street	104 Vickers Drive Unit B
City	Chestertown
State & Zip	MD 21620

Bryan DiGregory, State's Attorney, and Hope Clark, Recidivism Reduction Project Manager, States Attorney Office
5/7/2024
County Commissioners Meeting

Item Summary:
Recidivism Reduction Project Update

ATTACHMENTS:

Description

Q3 Progress Report Recidivism Reduction Project

Q3 Progress Report

Please find attached our Q3 Progress Report.

Our Performance measures for Q1, Q2 & Q3:
As of April 30, 2024 our enrollment is 75 participants.

	referred	enrolled	Completed	Connected to benefits	screened Benefits	connected to BHP	screened BHP	connected to housing	screened Housing
Q1	16								
Q2	70	22		8	22	11	22	2	22
Q3	93	41	10	18	41	20	41	6	41
Total	**179**	**63**	**10**	**26**	**63**	**31**	**63**	**8**	**63**

1. A brief narrative assessment of the project's effectiveness thus far including qualitative and quantitative evidence.

Inclusive of the Performance measures requested we connected eleven (11) to job applications, nine (9) gained employment, nine (9) were connected to GED tutoring and workforce development, six (6) were connected to a public defender, six (6) got birth certificates, five (5) had their license suspensions lifted, or revocations removed, four (4) took driver's education, three (3) started making child support payments, completed community service, got their driver's license, and obtained a photo ID. Most challenging is supporting vitals for participants who are not born in Maryland.

We were able to get a chronically homeless man into a nursing home in January and set him up with Long Term Care in February. He can now have his medications dispensed to him and has a safe place to sleep. He had been released from inpatient treatment in December and stepped into a puddle which caused frostbite on his toes. He lost ½ his foot. We had tried to get him into a Recovery Home in December but coordinating with the local inpatient discharge nurse was challenging. Since, we have learned to connect with the local Care Coordinator more efficiently to help facilitate discharges of RRP participants.

A participant who received driver's education, got his license, bought a car, is making payments, has tags, a title, and insurance. One participant said, "You know I was just doing this at first to get a better deal on my case, but now I am really serious. I really want to better life for myself and my family." He entered inpatient treatment when he started working with us. We made sure he had transportation to meetings upon his release while he waited to get into a Recovery Home. We connected him to Second Chance Learning who introduced him to how to create a small business and now has his own LLC. He is starting a group for his son and other children with another leader at Minary's Dream Alliance and they are also planning to create a Fathers group. Another participant has methodically been completing his RRP plan step by step. He got a job, then his social security card, so he could get his ID, so he could open a bank account. Then he started paying child support payments. He applied and received a complimentary computer that he is learning how to use, so he can take his Drivers Education course and get his driver's license. All the while, he is on home detention.

Richard Lewis Consulting (RCL) leads weekly Men's Empowerment workshops at the Kent County Detention Center. He reports that the workshops are more intense than they were in the past. "I think

the project is influencing incarcerated persons to think more about how they can change their situations to stay out of jail." Participants are given the opportunity to express themselves on the evening's topic or whatever is on their mind. For example, the topic was Communication on 2/29/2024, or lack there, of and how that can lead into anger issues which leads to incarceration. Richard reported that it was very eye opening for participants. Another topic was criminal behavior and substance abuse. Most of the men want to discuss their cases. Richard ties a story of his life experience to help the men appreciate that they are not alone in these situations and can succeed. Participants are also expressing the need for mental health.

Striving For Wellness Together produced evaluations for workshop participants at the Kent County Detention Center and RRP created certificates for participants who completed the workshops. In the group evaluation which was distributed at the end of the 4 workshops, comments about what they liked most included: "The group of all of us getting together.", "Learning more about myself and connecting.", "All subjects we discussed." One thing they felt more confident in was: "Talking about our situations.", "The ability to talk to others.", "Being more vulnerable".

Please let me know if you have any questions.
Thank you.
Hope

Hope Clark
Recidivism Reduction Project Manager
Kent County State's Attorney's Office, Maryland
410-810-2233
hclark@kentgov.org

Programmatic Reporting

Control Number: 45832
Regional Monitor: Archer, Emily
Fiscal Specialist: Lee, Dorothy
Submitted Date: 04/15/2024

Grant Award Number: PIGF-2024-0015
Sub-recipient: Kent County Board of County Commissioners
Project Title: Kent County Comprehensive Recidivism Reduction Project
Implementing Agency: Kent County State's Attorney's Office
Reporting Period: **01/01/2024 - 03/31/2024**
CFDA: Special

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

Progress Report Questions (7)

1	Is your agency following the spending plan described in your application? If not, please explain.

The Project Manager and Case Manager continue to work hard to make the project a success, working many more than 40 hours a week to be there for participants when they need them, attempting to ensure that no one falls through the cracks. Our contracted Partners continue to work on their scope of work.

Seeing the need, we transferred funds to be used for transportation which has been very helpful for supporting participants to accomplish their goals. We have also allocated funding for housing, knowing that it is a major issue in our rural poor community with not enough affordable housing.

We purchased supplies for participants studying for their GED and four (4) participants took driver's education course this quarter. One (1) participant got their learner's permit, and three (3) participants got their driver's license. We are finding more folks need support paying the fee for the learner's permits, and photo IDs. We ordered a printer we will use on the road to fill out applications and provide documents that participants need to sign and scan for their courses.

2	Summarize the progress of completed goals for the quarter, including program highlights or strategy activities (special events, program achievements, etc.) and dates of completion, if applicable. Also, highlight the status of any objectives that were delayed the previous quarter.

Our contracted Partner Richard Lewis Consulting led seven (7) workshops with twenty-five (25) participants total. Two (2) attended four (4) workshops, two (2) attended three (3) workshops, nine (9) attended twice, and twelve (12) attended once. Topics included: Criminal Behavior/Domestic Abuse, Court and Trial Issues, Emotional Wellness/ Trauma/Grief, Substance Use/Family Issues, and Communication/Anger Management.

Striving For Wellness Together led four (4) workshops at the Kent County Detention Center on January 3, (Anger Management) and 11 (Communication Skills) and February 5 (Personal Goals) and 15 (Vulnerability & Shame).

On January 9, Second Chance Learning (SCL) started GED education and Workforce Development with seven (7) incarcerated persons. One student will likely earn his HS diploma in a couple months of math work. One student needs to pass all subject tests and will need several months of study before taking tests. Two students are probably certificate bound, but too early to tell. SCL also helped a participant study and pass his carpenter union entrance test and another participant understand the type of company he could start and supported him register his company with Maryland as an LLC.

KCCRRP (RRP) facilitated two (2) bed-to-bed transfers to inpatient treatment centers for participants this quarter. One participant in pre-trial detention who was interviewed for enrollment in RRP expressed Richard Lewis's workshop as the one safe space to find relief in the Detention Center. Another participant started mental health support while being incarcerated after being encouraged to do so.

The KCCRRP Case Manager started a group at Recovery in Motion to connect RRP Participants who have a desire to learn, establish, and practice new healthy habits, coping mechanisms and a willingness to establish themselves as positive and contributing members of the community. The goal is to build a sense of camaraderie and support among RRP members and other positive members of the community.

We have also created a Facebook Page to connect with participants and easily inform them of job and workforce development/training opportunities.

Minary's Dream Alliance worked with 1 participant to complete his community service and connected with four (4) other participants to a mentor. One (1) is working with their parent coordinator on developing a youth group.

3	If no funds or minimal funds (less than 25%) were expended during this reporting period please provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.

Salaries for the Project Manager and Case Manager started late so all those funds will not be expended unless salaries are raised. We hired an intern who will continue to work in quarter 4.

In the category of contractual services, Richard Lewis continues to work consistently in the Kent County Detention Center maintaining a safe space for the incarcerated men to express themselves, be reflective and learn about different behavioral patterns. We plan to have him also lead a group on the outside to benefit from his services and expend his contracted fee. Striving for Wellness Together, (SFWT) workshops started and will be completed in quarter 4. Minary's Dream Alliance has been able to engage with participants and we see that continuing.

Evidence shows, Driver's Education and Driver's License and ID related costs will increase in the last Quarter. In March, we enrolled four (4) Participants to take the April Driver's Education course and see many more participants in the pipeline who need the course and support to pay the fees for getting learner's permits and a driver's licenses. We work to get participants ready by helping them find employment to pay their fines and child support to lift their suspensions. As long as participants are moving forward with their plans, we see the volume of what is needed growing to support success.

Shifting some funds to transportation and housing is taking a while to implement because of the time it took to develop the partnerships to use the funds. We developed relationships with two (2) transportation companies, one which we were able to use this quarter. The use of the second company will spend more funds allocated for transportation. We bought materials for GED students. Some of them should be taking the exam to get their GED soon.

We did not spend funds on housing this quarter but knowing that we could enabled us to gage potential situations where we would. We are still working with one participant who may need the support in quarter 4. In another case, it seemed like just knowing that our funds were available as a last resort helped the participant go from being homeless as identified by the Department of Education into having her own home.

4	Every quarterly report should provide a brief narrative assessment of the projects effectiveness thus far. The brief narrative should include qualitative and quantitative evidence, as available, and also highlight factors that the author considers to have facilitated or impaired the project's effectiveness.

Inclusive of the Performance measures requested we connected eleven (11) to job applications, nine (9) gained employment, nine (9) were connected to GED tutoring and workforce development, six (6) were connected to a public defender, six (6) got birth certificates, five (5) had their license suspensions lifted, or revocations removed, four (4) took driver's education, three (3) started making child support payments, completed community service, got their driver's license, and obtained a photo ID. Most challenging is supporting vitals for participants who are not born in Maryland.

We were able to get a chronically homeless man into a nursing home in January and set him up with Long Term Care in February. He can now have his medications dispensed to him and has a safe place to sleep. He had been released from inpatient treatment in December and stepped into a puddle which caused frostbite on his toes. He lost ½ his foot. We had tried to get him into a Recovery Home in December but coordinating with the local inpatient discharge nurse was challenging. Since, we have learned to connect with the local Care Coordinator more efficiently to help facilitate discharges of RRP participants.

A participant who received driver's education, got his license, bought a car, is making payments, has tags, a title, and insurance. One participant said, "You know I was just doing this at first to get a better deal on my case, but now I am really serious. I really want to better life for myself and my family." He entered inpatient treatment when he started working with us. We made sure he had transportation to meetings upon his release while he waited to get into a Recovery Home. We connected him to Second Chance Learning who introduced him to how to create a small business and now has his own LLC. He is starting a group for his son and other children with another leader at Minary's Dream Alliance and they are also planning to create a Fathers group. Another participant has methodically been completing his RRP plan step by step. He got a job, then his social security card, so he could get his ID, so he could open a bank account. Then he started paying child support payments. He applied and received a complimentary computer that he is learning how to use, so he can take his Drivers Education course and get his driver's license. All the while, he is on home detention.

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5	Describe barriers/challenges to implementing or completing any of the objectives. Include corrective actions taken or planned to overcome described barriers (include timeline). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance needed.

Paying for Photo IDs and Learners Permits must be made at the Moter Vehicles Association and that office is 40 minutes away. We have to pay up front with cash or credit card, so we must go with the participant who is unable to afford the cost. That takes a lot of time. Unfortunately, we cannot pay those fees online. We can't ask a transportation company to walk in and pay a fee for a participant. We are thinking about hiring another person or expanding the intern's hours to help with the tasks of transportation and paying of fees.

6	Please explain the activities that have been planned for the upcoming quarter, include dates and a brief summary of each activity.

Striving for Wellness Together will be teaching four (4) Adult Skills workshops on Fridays at Recovery in Motion starting May 17. GED classes at the Detention Center, will continue two (2) days a week. The Men's Empowerment Group will continue on Thursday evenings. Minary's Dream Alliance continues to meet participants on Tuesdays. We are scheduling family group meetings for participants led by Minary's leaders. The Jobs Center has a new Re-entry Navigator who we look forward to working with. The RRP Case Manager will continue the group meeting she started on Wednesdays. We continue to meet participants for intakes and follow up meetings at the Kent County Community Center in Worton and the Public Library in Chestertown. The Project Manager and Case Manager continue to be in court Mondays, Wednesdays and Fridays and Tuesday and Thursdays as needed for participants hearings and to meet new potential participants. We continue to refer participants to Choptank Community Health for primary care and behavioral health. We also refer participants to Kenah One for IOP, one-on-one therapy and medications. We are coordinating with the State Care Coordinator for bed-to bed transfers for incarcerated persons.

7	Only Required to be Completed in the Final Quarter of the Grant Period: Please list any successes and/or best practices developed through this grant funded program.

We look forward to listing our successes and/or best practices developed through this grant funded program. Thank you.

Submitted online by: Hope Clark

Signed: _____ **Date:** _____

Project Director - DiGregory, Bryan *(Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)*

Printed Name: _____ **Phone:** _____

Mike Waal, Citizen Presentation
5/7/2024
County Commissioners Meeting

Item Summary:
The Blueprint/Kirwan Funding Concerns

ATTACHMENTS:

Description

COVER PAGE - THE COUNTY COMMISSIONERS MEETING MAY 7, 2024

Page 1 - Legislation Language Requiring Fiscal Impact Analysis

Page 2 - Cover Page - Local Fiscal Impact of Implementing the Blueprint for MD Future

Page 3 - Exhibit 2.1, Page 10, Pre-Blueprint Projections

Page 4 - Exhibit 2.2, Page 11, Blueprint Projections

Page 5 - Exhibit 2.1, Page 10, Pre-Blueprint Projections Outlined

Page 6 - Exhibit 2.2, Page 11, Blueprint Projections Outlined

Page 7A - DLS KC Appropriation Projections WITH BLUEPRINT

Page 7B - DLS KC Appropriation Projections WITH BLUEPRINT CUM TOTAL

Page 8A - DLS KC Appropriation Projections WITHOUT BLUEPRINT

Page 8B - DLS KC Appropriation Projections WITHOUT BLUEPRINT CUM TOTAL

Page 9A - DLS KC Appropriation Projections DIFFERENCE WITH vs WITHOUT BLUEPRINT TOTAL

Page 9B - DLS KC Appropriation Projections DIFFERENCE WITH vs WITHOUT BLUEPRINT BY-YEAR TOTALS

Local Fiscal Impact of Implementing the Blueprint for Marylands Future

THE COUNTY COMMISSIONERS

OF KENT COUNTY, MARYLAND

MEETING

MAY 7, 2024

6:00PM

The Blueprint/Kirwan Funding Concerns
Mike Waal

When the Maryland General Assembly passed the 2021 Legislation enacting ***The Blueprint for Maryland's Future*** aka Kirwan, the Maryland General Assembly required the Department of Legislative Services to evaluate and provide a report on the fiscal impact on all Maryland jurisdictions.

SECTION 6. AND BE IT FURTHER ENACTED, That:

(a) The Department of Legislative Services shall conduct a study of the impact of the implementation of the Blueprint for Maryland's Future on county governments, including Baltimore City, and the capacity of counties to meet the local maintenance of effort requirements as the annual amounts increase in future years.

(b) The Department may hire outside experts or consultants as necessary to complete the study.

(c) On or before January 1, 2022, the Department shall report its findings under subsection (a) of this section to the President of the Senate and the Speaker of the House in accordance with § 2–1257 of the State Government Article.



Local Fiscal Impact of Implementing the Blueprint for Maryland's Future

Annapolis, Maryland
January 2022

Exhibit 2.1
Pre-Blueprint Projections – Local Appropriations to Boards of Education
($ in Millions)

County	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Allegany	$32.0	$32.6	$33.5	$34.2	$34.9	$35.6	$36.4	$37.2	$38.1	$39.0	$39.7	$40.6
Anne Arundel	797.6	816.0	843.0	870.6	895.1	919.5	945.3	970.5	1,001.7	1,008.7	1,041.1	1,074.6
Baltimore City	294.7	296.3	300.2	307.3	311.1	314.4	319.2	325.7	331.2	336.8	342.5	345.5
Baltimore	906.5	925.1	939.3	952.4	963.4	974.7	986.2	1,003.0	1,026.0	1,051.5	1,078.5	1,106.7
Calvert	141.3	146.0	149.1	152.3	155.8	159.4	163.8	168.6	173.3	178.6	184.2	189.8
Caroline	16.0	16.4	16.9	17.3	17.6	17.8	18.2	18.4	18.8	19.2	19.7	20.1
Carroll	205.7	208.8	211.9	215.7	219.7	225.5	233.1	241.3	248.2	255.0	261.0	266.2
Cecil	90.4	92.0	93.5	95.5	97.3	99.3	102.0	105.4	108.5	111.4	114.1	117.1
Charles	208.6	214.6	219.7	225.5	231.1	237.1	244.4	252.5	261.1	269.6	277.6	286.2
Dorchester	21.7	22.4	23.2	23.9	24.5	25.1	25.8	26.8	27.7	28.7	29.0	29.4
Frederick	310.1	315.1	320.2	325.3	331.1	337.6	346.6	357.6	368.6	380.6	392.7	404.4
Garrett	30.1	30.8	31.3	32.4	33.1	34.1	35.2	35.8	36.5	37.3	38.1	38.9
Harford	292.9	296.9	301.4	304.8	308.9	312.9	319.1	327.3	335.7	344.8	354.4	365.6
Howard	660.6	674.9	688.9	701.9	714.3	727.0	741.9	758.4	776.3	792.6	807.2	818.9
Kent	19.5	19.6	19.7	19.7	20.2	20.8	21.6	22.4	22.9	23.5	23.8	24.2
Montgomery	1,814.7	1,837.7	1,855.6	1,869.0	1,902.9	1,944.9	1,989.6	2,039.8	2,096.4	2,154.4	2,210.1	2,270.0
Prince George's	855.1	874.9	890.9	908.0	924.2	940.0	959.0	984.4	1,013.0	1,042.4	1,072.8	1,104.1
Queen Anne's	63.7	65.2	66.7	68.4	70.7	72.3	74.6	77.4	79.9	82.6	85.1	88.0
St. Mary's	116.4	118.7	121.3	124.0	126.5	129.7	133.0	136.8	140.6	143.4	145.4	147.9
Somerset	10.7	10.9	11.2	11.6	11.9	12.1	12.5	12.7	13.1	13.4	13.7	14.0
Talbot	45.4	46.4	47.7	49.4	50.5	52.0	53.6	55.3	56.9	58.6	59.9	61.3
Washington	106.3	108.6	111.3	114.8	117.1	120.1	123.5	127.5	130.9	134.4	138.0	141.7
Wicomico	49.4	50.8	52.2	53.8	54.7	55.6	56.8	58.1	59.5	61.0	62.5	64.1
Worcester	100.1	102.6	103.7	106.3	107.8	110.1	112.2	115.0	118.4	121.9	125.7	129.6
Total	**$7,189.6**	**$7,323.4**	**$7,452.4**	**$7,583.9**	**$7,724.2**	**$7,877.7**	**$8,053.3**	**$8,257.9**	**$8,483.3**	**$8,689.5**	**$8,916.8**	**$9,148.9**

Source: Department of Legislative Services, August 2021

Exhibit 2.2
Blueprint Projections – Local Appropriations to Boards of Education under Chapters 36 and 55
($ in Millions)

County	FY 2023	FY 2024	FY 2025	FY2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Allegany	$32.3	$32.2	$32.8	$32.9	$33.2	$33.5	$33.8	$35.9	$36.4	$37.6	$38.5	$38.7
Anne Arundel	799.0	815.2	829.9	845.1	857.4	869.7	911.2	962.5	997.5	1,036.3	1,088.9	1,126.2
Baltimore City	359.8	373.5	380.8	402.3	418.9	436.9	457.2	481.1	496.9	514.5	538.0	542.5
Baltimore	906.1	924.2	938.3	951.3	961.9	972.9	1,013.2	1,063.8	1,094.5	1,127.0	1,181.6	1,217.7
Calvert	141.3	146.0	149.1	152.4	156.1	159.8	164.4	169.2	173.7	178.3	183.0	187.8
Caroline	17.0	17.3	17.5	18.8	19.4	20.4	21.2	22.7	23.3	24.3	25.7	26.4
Carroll	205.6	208.4	211.3	215.0	218.7	223.8	230.5	237.1	242.1	246.9	251.5	255.9
Cecil	90.6	92.0	93.6	98.0	102.1	106.6	111.7	117.9	121.7	125.8	132.9	138.1
Charles	208.5	214.5	219.6	225.4	230.7	236.3	242.7	249.7	256.9	264.0	271.1	278.3
Dorchester	21.7	22.1	22.6	22.8	23.6	24.3	25.3	26.3	26.8	27.3	28.1	28.4
Frederick	310.2	315.5	321.0	326.3	332.2	338.6	346.9	356.2	364.8	373.5	393.9	411.2
Garrett	30.1	30.7	31.2	32.2	33.7	35.4	37.6	40.4	42.1	43.7	45.7	47.0
Harford	293.1	297.6	302.8	306.9	311.7	316.1	322.5	330.5	337.9	345.5	353.1	361.0
Howard	660.2	674.1	687.7	700.2	711.7	723.2	736.0	750.2	765.5	780.4	795.1	809.7
Kent	19.5	20.2	20.6	21.9	23.0	24.2	25.5	27.3	28.3	29.4	30.5	31.2
Montgomery	1,814.3	1,837.4	1,855.4	1,868.6	1,878.1	1,909.7	1,999.2	2,104.1	2,175.6	2,254.0	2,349.3	2,412.2
Prince George's	899.1	938.8	944.1	976.7	994.3	1,014.8	1,041.6	1,066.7	1,102.0	1,139.2	1,210.2	1,263.5
Queen Anne's	64.0	65.3	66.8	68.5	70.4	71.8	73.9	76.7	78.9	82.1	86.1	88.8
St. Mary's	116.3	118.7	121.4	124.1	126.5	129.4	132.5	135.6	139.0	142.1	145.9	149.5
Somerset	10.7	10.6	10.7	10.9	11.0	11.0	11.6	12.3	12.5	13.0	13.1	13.1
Talbot	48.7	50.7	52.1	55.7	58.4	61.5	65.0	69.3	72.0	74.7	78.5	81.0
Washington	108.8	108.5	108.6	110.0	114.7	118.5	123.6	129.7	133.4	137.5	143.6	146.4
Wicomico	50.6	50.7	50.9	51.9	54.5	56.0	58.5	61.2	62.6	64.4	68.5	70.0
Worcester	100.1	102.7	104.0	106.7	108.4	110.7	112.6	115.2	118.0	120.9	123.9	126.8
Total	**$7,307.4**	**$7,466.9**	**$7,572.7**	**$7,724.8**	**$7,850.5**	**$8,006.3**	**$8,298.2**	**$8,641.5**	**$8,902.3**	**$9,182.5**	**$9,576.8**	**$9,851.5**

Source: Department of Legislative Services, August 2021

Exhibit 2.1
Pre-Blueprint Projections – Local Appropriations to Boards of Education
($ in Millions)

County	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Allegany	$32.0	$32.6	$33.5	$34.2	$34.9	$35.6	$36.4	$37.2	$38.1	$39.0	$39.7	$40.6
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Calvert	141.3	146.0	149.1	152.3	155.8	159.4	163.8	168.6	173.3	178.6	184.2	189.8
Caroline	16.0	16.4	16.9	17.3	17.6	17.8	18.2	18.4	18.8	19.2	19.7	20.1
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Kent	19.5	19.6	19.7	19.7	20.2	20.8	21.6	22.4	22.9	23.5	23.8	24.2
Montgomery	1,814.7	1,837.7	1,855.6	1,869.0	1,902.9	1,944.9	1,989.6	2,039.8	2,098.4	2,154.4	2,210.1	2,270.0
Prince George's	855.1	874.9	890.9	908.0	924.2	940.0	959.0	984.4	1,013.0	1,042.4	1,072.8	1,104.1
Queen Anne's	63.7	65.2	66.7	68.4	70.7	72.3	74.6	77.4	79.9	82.6	85.1	88.0
St. Mary's	116.4	118.7	121.3	124.0	126.5	129.7	133.0	136.8	140.6	143.4	145.4	147.9
Somerset	10.7	10.9	11.2	11.6	11.9	12.1	12.5	12.7	13.1	13.4	13.7	14.0
Talbot	45.4	46.4	47.7	49.4	50.5	52.0	53.6	55.3	56.9	58.6	59.9	61.3
Washington	106.3	108.6	111.3	114.8	117.1	120.1	123.5	127.5	130.9	134.4	138.0	141.7
Wicomico	49.4	50.8	52.2	53.8	54.7	55.6	56.8	58.1	59.5	61.0	62.5	64.1
Worcester	100.1	102.6	103.7	106.3	107.8	110.1	112.2	115.0	118.4	121.9	125.7	129.6
Total	**$7,189.6**	**$7,323.4**	**$7,452.4**	**$7,583.9**	**$7,724.2**	**$7,877.7**	**$8,063.3**	**$8,257.9**	**$8,453.3**	**$8,659.5**	**$8,916.8**	**$9,148.9**

Source: Department of Legislative Services, August 2021

Exhibit 2.2
Blueprint Projections – Local Appropriations to Boards of Education under Chapters 36 and 55
($ in Millions)

County	FY 2023	FY 2024	FY 2025	FY2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Allegany	$32.3	$32.2	$32.8	$32.9	$33.2	$33.5	$33.8	$35.9	$36.4	$37.6	$38.5	$38.7
Anne Arundel	799.0	815.2	829.9	845.1	857.4	869.7	911.2	962.5	997.5	1,036.3	1,088.9	1,126.2
Baltimore City	359.8	373.5	380.8	402.3	418.9	436.9	457.2	481.1	496.9	514.5	538.0	542.5
Baltimore	906.1	924.2	938.3	951.3	961.9	972.9	1,013.2	1,063.8	1,094.5	1,127.0	1,181.6	1,217.7
Calvert	141.3	146.0	149.1	152.4	156.1	159.8	164.4	169.2	173.7	178.3	183.0	187.8
Caroline	17.0	17.3	17.5	18.8	19.4	20.4	21.2	22.7	23.3	24.3	25.7	26.4
Carroll	205.6	208.4	211.3	215.0	218.7	223.8	230.5	237.1	242.1	246.9	251.5	255.9
Cecil	90.6	92.0	93.6	98.0	102.1	106.6	111.7	117.9	121.7	125.8	132.9	138.1
Charles	208.5	214.5	219.6	225.4	230.7	236.3	242.7	249.7	256.9	264.0	271.1	278.3
Dorchester	21.7	22.1	22.6	22.8	23.6	24.3	25.3	26.3	26.8	27.3	28.1	28.4
Frederick	310.2	315.5	321.0	326.3	332.2	338.6	346.9	356.2	364.8	373.5	393.9	411.2
Garrett	30.1	30.7	31.2	32.2	33.7	35.4	37.6	40.4	42.1	43.7	45.7	47.0
Harford	293.1	297.6	302.8	306.9	311.7	316.1	322.5	330.5	337.9	345.5	353.1	361.0
Howard	660.2	674.1	687.7	700.2	711.7	723.2	736.0	750.2	765.5	780.4	795.1	809.7
Kent	19.5	20.2	20.6	21.9	23.0	24.2	25.5	27.3	28.3	29.4	30.5	31.2
Montgomery	1,814.3	1,837.4	1,855.4	1,868.6	1,878.1	1,909.7	1,999.2	2,104.1	2,175.6	2,254.0	2,349.3	2,412.2
Prince George's	899.1	938.8	944.1	976.7	994.3	1,014.8	1,041.6	1,066.7	1,102.0	1,139.2	1,210.2	1,263.5
Queen Anne's	64.0	65.3	66.8	68.5	70.4	71.8	73.9	76.7	78.9	82.1	86.1	88.8
St. Mary's	116.3	118.7	121.4	124.1	126.5	129.4	132.5	135.6	139.0	142.1	145.9	149.5
Somerset	10.7	10.6	10.7	10.9	11.0	11.0	11.6	12.3	12.5	13.0	13.1	13.1
Talbot	48.7	50.7	52.1	55.7	58.4	61.5	65.0	69.3	72.0	74.7	78.5	81.0
Washington	108.8	108.5	108.6	110.0	114.7	118.5	123.6	129.7	133.4	137.5	143.6	146.4
Wicomico	50.6	50.7	50.9	51.9	54.5	56.0	58.5	61.2	62.6	64.4	68.5	70.0
Worcester	100.1	102.7	104.0	106.7	108.4	110.7	112.6	115.2	118.0	120.9	123.9	126.8
Total	**$7,307.4**	**$7,466.9**	**$7,572.7**	**$7,724.8**	**$7,850.5**	**$8,006.3**	**$8,298.2**	**$8,641.5**	**$8,902.3**	**$9,182.5**	**$9,576.8**	**$9,851.5**

Source: Department of Legislative Services, August 2021

A1 SOURCE OF INFORMATION

SOURCE OF INFORMATION

Department of Legislative Services, Office of Policy Analysis, January 2022

Local Fiscal Impact of Implementing the Blueprint for Maryland's Future

Page 10 - Exhibit 2.1, Pre-Blueprint Projections - Local Appropriations to Bd of Edu [WITHOUT KIRWAN] **

Page 11 - Exhibit 2.2, Blueprint Projections - Local Appropriations to Bd of Edu [WITH KIRWAN] *

https://dls.maryland.gov/pubs/prod/Educ/LocalFiscalImpactofImplementingtheBlueprintforMarylandsFuture.pdf

APPROPRIATION PROJECTIONS FOR KENT COUNTY

* WITH KIRWAN, Pg 11	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	CUM TOTALS
	$19,500,000	$20,200,000	$20,600,000	$21,900,000	$23,000,000	$24,200,000	$25,500,000	$27,300,000	$28,300,000	$29,400,000	$30,500,000	$31,200,000	

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**** WITH KIRWAN, Pg 11***	**$19,500,000**	**$20,200,000**	**$20,600,000**	**$21,900,000**	**$23,000,000**	**$24,200,000**	**$25,500,000**	**$27,300,000**	**$28,300,000**	**$29,400,000**	**$30,500,000**	**$31,200,000**	**$301,600,000**

Mike Waal, January, 2022

Sheet1 Sheet2 Sheet3

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** WITH KIRWAN, Pg 11*	$19,500,000	$20,200,000	$20,600,000	$21,900,000	$23,000,000	$24,200,000	$25,500,000	$27,300,000	$28,300,000	$29,400,000	$30,500,000	$31,200,000	$301,600,000
*** WITHOUT KIRWAN, Pg 10*	$19,500,000	$19,600,000	$19,700,000	$19,700,000	$20,200,000	$20,800,000	$21,600,000	$22,400,000	$22,900,000	$23,500,000	$23,800,000	$24,200,000	$257,900,000

Mike Waal, January, 2022

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*** WITHOUT KIRWAN, Pg 10*	$19,500,000	$19,600,000	$19,700,000	$19,700,000	$20,200,000	$20,800,000	$21,600,000	$22,400,000	$22,900,000	$23,500,000	$23,800,000	$24,200,000	$257,900,000

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**** WITH KIRWAN, Pg 11***	$19,500,000	$20,200,000	$20,600,000	$21,900,000	$23,000,000	$24,200,000	$25,500,000	$27,300,000	$28,300,000	$29,400,000	$30,500,000	$31,200,000	$301,600,000
***** WITHOUT KIRWAN, Pg 10***	$19,500,000	$19,600,000	$19,700,000	$19,700,000	$20,200,000	$20,800,000	$21,600,000	$22,400,000	$22,900,000	$23,500,000	$23,800,000	$24,200,000	$257,900,000

DIFFERENCE WITH vs WITHOUT KIRWAN	***$43,700,000***

Mike Waal, January, 2022

Sheet1 Sheet2 Sheet3

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** WITH KIRWAN, Pg 11*	$19,500,000	$20,200,000	$20,600,000	$21,900,000	$23,000,000	$24,200,000	$25,500,000	$27,300,000	$28,300,000	$29,400,000	$30,500,000	$31,200,000	$301,600,000
*** WITHOUT KIRWAN, Pg 10*	$19,500,000	$19,600,000	$19,700,000	$19,700,000	$20,200,000	$20,800,000	$21,600,000	$22,400,000	$22,900,000	$23,500,000	$23,800,000	$24,200,000	$257,900,000
DIFFERENCE WITH vs WITHOUT KIRWAN		$600,000	$900,000	$2,200,000	$2,800,000	$3,400,000	$3,900,000	$4,900,000	$5,400,000	$5,900,000	$6,700,000	$7,000,000	*$43,700,000*

Mike Waal, January, 2022



Local Fiscal Impact of Implementing the Blueprint for Maryland's Future

Annapolis, Maryland
January 2022

Local Fiscal Impact of Implementing the Blueprint for Maryland's Future

Department of Legislative Services
Office of Policy Analysis
Annapolis, Maryland

January 2022

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DEPARTMENT OF LEGISLATIVE SERVICES

OFFICE OF POLICY ANALYSIS
MARYLAND GENERAL ASSEMBLY

Victoria L. Gruber
Executive Director

Ryan Bishop
Executive Director

January 2022

The Honorable Bill Ferguson, President of the Senate
The Honorable Adrienne A. Jones, Speaker of the House of Delegates
Members of the General Assembly

Ladies and Gentlemen:

The Blueprint for Maryland's Future was enacted into law by Chapter 36 of 2021, with further revisions made to the law by Chapter 55 of 2021. Chapter 55 also required the Department of Legislative Services to conduct a study of the impact of the implementation of the Blueprint for Maryland's Future on county governments, including Baltimore City, and the capacity of counties to meet the local maintenance of effort requirement as the annual amounts increase in future years.

County governments are required to fund local boards of education at a minimum level, known as the maintenance of effort requirement. The Blueprint for Maryland's Future makes several changes to this requirement, most significantly by requiring counties to provide the local share of each major education aid formula beginning in fiscal 2023. Previously, counties were only required to fund the local share of the Foundation formula. For some counties, this change will require a significant increase in the local education appropriation, even after new State funding provided as part of the Blueprint to help counties that are already making a high education effort.

This report reviews the projected impact of implementing the Blueprint for Maryland's Future on counties over the 12-year implementation period and estimated local tax revenues available to meet the increased cost for some counties. This report was prepared by Hiram Burch, Scott Gates, Rachel Hise and Michael Sousane of the Office of Policy Analysis and reviewed by David Romans. Kamar Merritt prepared the manuscript.

Sincerely,

Victoria L. Gruber
Executive Director

Ryan Bishop
Director

VLG:RB/RHH/km

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Chapter 1. Summary

Blueprint for Maryland's Future

Chapters 36 and 55 of 2021 implement the Blueprint for Maryland's Future based on the final recommendations made by the Commission on Innovation and Excellence in Education, also known as the Kirwan Commission, in the policy areas of (1) early childhood education; (2) high-quality and diverse teachers and leaders; (3) college and career readiness; (4) more resources to ensure all students are successful; and (5) governance and accountability. The Blueprint for Maryland's Future (Blueprint) legislation contains numerous provisions relating to education funding and funding formulas. The Blueprint substantially increases State and local funding of public schools.

Public schools in Maryland are funded by a combination of federal, State, and local sources. Most of the funding for public schools is shared between State and county government. Major funding formulas account for relative local wealth (among the 24 counties including Baltimore City) on a per pupil basis, such that the State provides more funding to local school systems in counties with low per pupil wealth.

Under the Blueprint, State funding for most existing education formulas is increased and new funding formulas are established for specific purposes, with full funding of the changes phased in at varying rates to full implementation by fiscal 2034. Local funding requirements are also altered substantially. The Department of Legislative Services (DLS) updated its fiscal projections for implementation of Chapters 36 and 55 during summer 2021. By fiscal 2034, when all elements of the Blueprint are fully phased in, State aid for education is estimated to increase by $3.9 billion and local appropriations by approximately $700 million over pre-Blueprint projected levels.

Chapter 55 requires DLS to conduct a study by January 2022, on the local fiscal impact of implementing the Blueprint and the capacity of counties (including Baltimore City) to provide the projected increases in local appropriations to meet the local funding requirements in future years.

Blueprint for Maryland's Future Local Funding Requirement and Trends in Local Effort

Prior to the Blueprint, the minimum local effort requirement for public schools was driven exclusively by the per pupil maintenance of effort (MOE) requirement, which requires that a county government appropriate the same level of local funding per student as in the prior year, with some counties subject to increased per pupil appropriations under the MOE escalator provision. Under the Blueprint, while the MOE requirement remains (though the escalator is repealed) the minimum effort requirement for an increasing number of counties will be driven by

the combined local share of several major aid formulas, despite provisions of the law providing significant local share relief to eligible counties.

The number of counties affected by the local share requirement increases from 5 in fiscal 2023 to 12 in fiscal 2028 and 16 in fiscal 2034. The growing number of counties is partly due to the phasing up of the Blueprint formulas over the 12-year implementation period. Another reason that the combined local share requirement exceeds per pupil MOE for some counties is the historical local appropriation trend. Counties that have consistently provided more funding than required by MOE are more likely to meet the combined local share requirement without the need for additional local appropriations.

Total local education funding effort is determined by dividing total local appropriations for public schools by local wealth for each county. Under the Blueprint, some counties realize considerable shifts in per pupil effort over the fiscal 2023 to 2034 period. Baltimore City and Caroline, Cecil, Garrett, Kent, and Talbot counties are the local jurisdictions most impacted by the Blueprint in terms of increased per pupil local appropriations relative to local wealth.

For more information about local education funding requirements and trends in local effort, see **Chapter 2** of this report.

Projected Local Impact of Blueprint for Maryland's Future

The Blueprint for Maryland's Future will require local governments to collectively increase their local appropriations above the level expected without the Blueprint. Local appropriations under the Blueprint are expected to exceed the projected pre-Blueprint level by about 2% in fiscal 2023, 3% by fiscal 2028, and then accelerate to 8% by fiscal 2034. The impacts are not uniform over the 12-year implementation period of the Blueprint, leading several counties to need to make significant increases in their local appropriation to the boards of education in the early years, later years, or both. Other county governments are forecast to spend about the same or slightly more than they would have otherwise.

A total of 14 jurisdictions are required to increase local funding over current practices in fiscal 2023 and 15 jurisdictions are required to increase local funding in fiscal 2034 over the pre-Blueprint level. Most counties will have a minor impact (less than 2.5% increase), including 5 counties with no impact in any fiscal year during the 12-year period (since their projected appropriations under current practices exceed the amount required under the Blueprint legislation). Over the 12-year period, the number of jurisdictions that will incur a major fiscal impact (*i.e.*, required local appropriation increases by 5% or more) grows from 4 in fiscal 2023 to 10 in fiscal 2034. The largest projected percentage increases in fiscal 2023 and 2034 are in Baltimore City and Caroline, Kent, and Talbot counties. In addition to these counties, Cecil and Prince George's counties are also required to increase their local appropriation annually through fiscal 2034.

While the statewide projected local appropriations under the Blueprint exceed the pre-Blueprint estimates, the average annual rate of growth in local appropriations for the 12-year period of fiscal 2022 to 2034 is a relatively modest 2.9%. Variation among jurisdictions is significant with a growth rate as high as 5.2% for Baltimore City and Talbot County and as low as 1.6% for Allegany County. The statewide growth rates trail the average annual growth in local government operating spending of 3.2% for the period from fiscal 2015 to 2020.

Chapter 3 of this report includes more information and uses several approaches to illustrate the local impacts including (1) the percent increase and per pupil increase in the local appropriation to the boards of education; (2) the increased share of local property and income taxes required to fund the local board appropriation; (3) the projected growth in local property and income tax revenue compared to increased local board appropriation; and (4) local board appropriation as share of total county expenditures.

Analysis and Findings

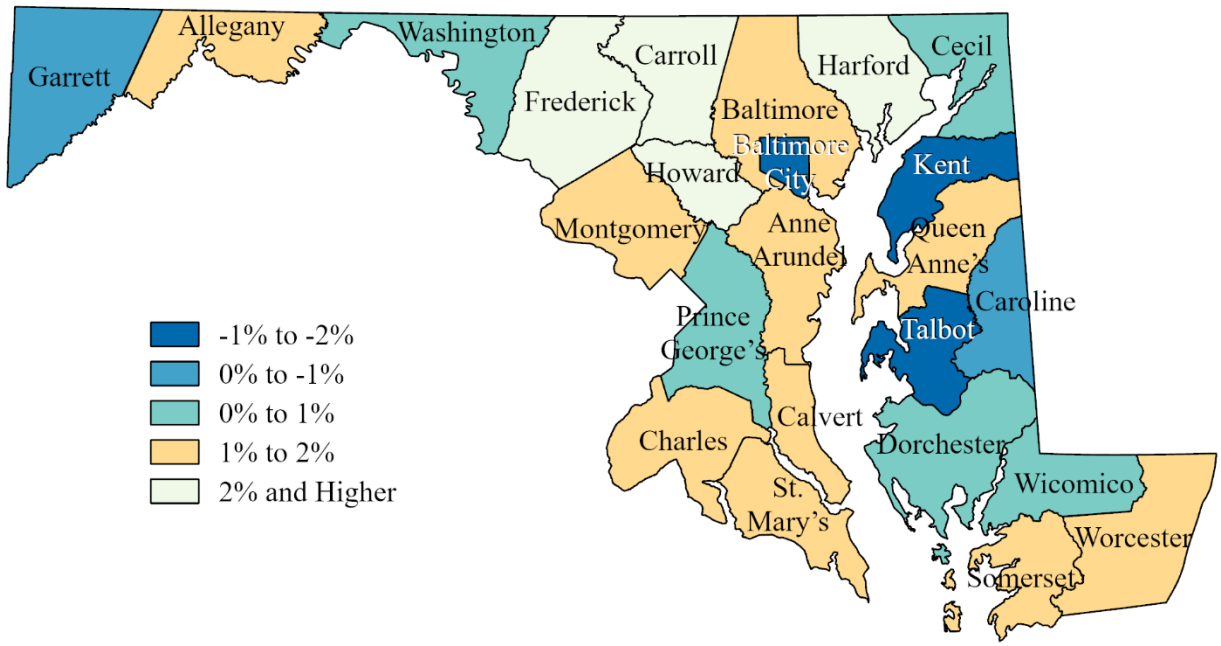
A number of jurisdictions will face fiscal stress at some point in the next 12 years to meet the Blueprint funding requirements. The ability of local governments to manage the additional spending demands will vary based on several factors.

Statewide Local Revenue Growth Projected to Outpace Increase in Local Board Appropriations

Revenue growth rates that approach or exceed the anticipated rate of growth in education spending over the next dozen years would allow local governments to implement the Blueprint with minimal financial stress. DLS compared its projection of the growth in local appropriations for education from fiscal 2022 to 2034 under the Blueprint to the revenue attainment from applying current income and property tax rates to the expected growth in net taxable income and county assessable base over the same period. At the statewide level, revenues from income and property taxes are expected to rise at an average annual rate of 3.9%, while local appropriations for education are expected to grow at a slower rate of 2.9%.

The trends vary greatly among jurisdictions, as shown in **Exhibit 1.1**. For many counties, the projected growth in local revenues over the next 12 years outpaces the required local education funding increases. Education spending growth is expected to outpace revenues in five jurisdictions (Caroline, Kent, Garrett, and Talbot counties and Baltimore City). The gaps are especially large for Baltimore City and Talbot County (1.6 percentage points) and Kent County (1.1 percentage points). This analysis includes income and property tax revenues, which account for 90% of local tax revenues (and much lower than 90% in some jurisdictions); the growth rates for other revenues may vary significantly from the growth rates for income and property tax revenues.

Exhibit 1.1
Percentage Gap between Local Revenue Growth and Required Growth in Local Appropriation
Fiscal 2022-2034



Source: Department of Legislative Services

In the near term, many local governments should experience budget surpluses as income tax revenues statewide are far outpacing revenue estimates produced when a more severe economic downturn from the COVID–19 pandemic was anticipated. The allocation of hundreds of millions of federal dollars to local governments through the American Rescue Plan Act (ARPA) will also contribute to a strong financial position in fiscal 2023 and potentially several more years as the ARPA funds are authorized to be spent until fiscal 2026.

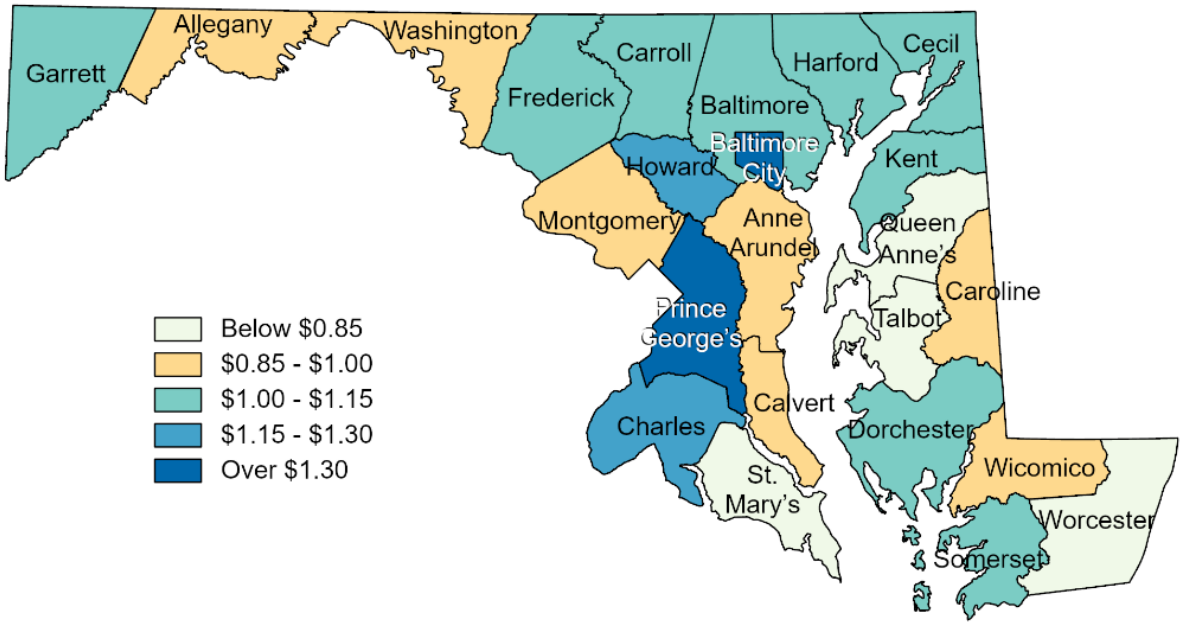
Local Revenue Growth is Projected to Exceed the Recent Trends in County Government Operating Spending

Analysis of statewide spending trends by county governments and Baltimore City from fiscal 2015 through 2020 shows average annual operating expenditure growth of 3.2%. Excluding local board appropriations, local spending on operations rose at a slightly higher rate of 3.5% annually. If these trends continue, local revenue growth (from income and property taxes) will outpace spending on noneducation operating spending (3.9% vs. 3.5%), which could provide some relief for jurisdictions where local board appropriations outpace revenue growth.

Tax Rates and Capacity Vary Considerably Statewide and Among the Five Most Impacted Jurisdictions

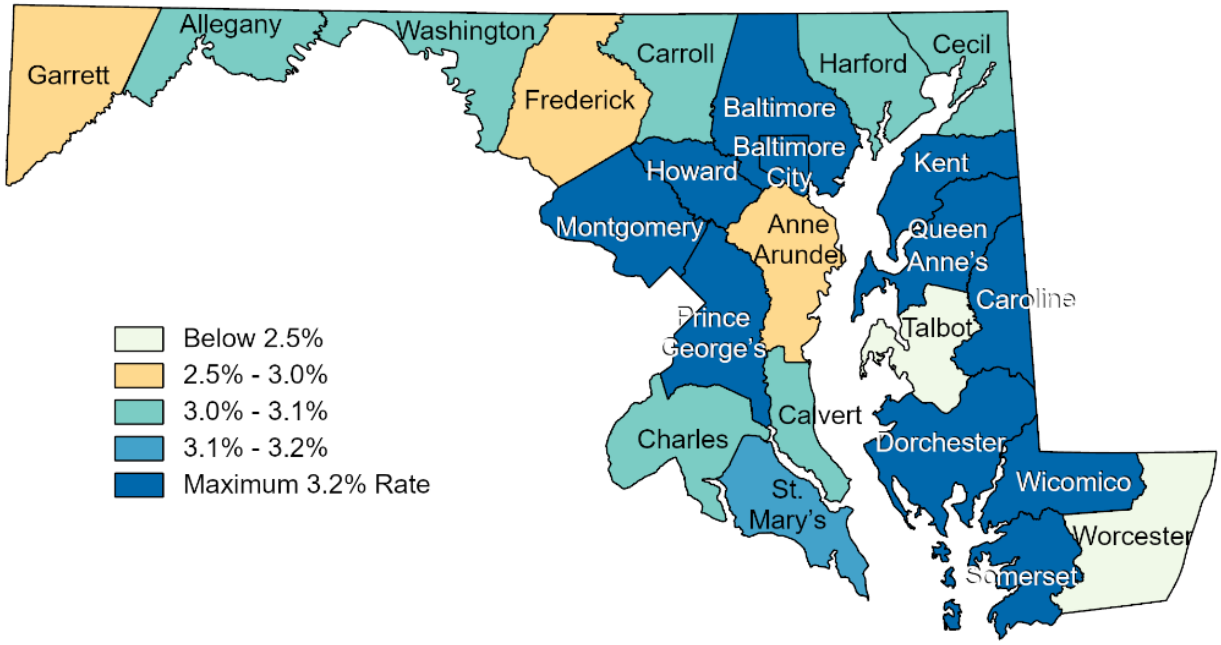
Exhibits 1.2 and **1.3** show the wide range of property and income tax rates across the State. Of the five jurisdictions with the largest projected impact on education spending under the Blueprint – Baltimore City and Caroline, Garrett, Kent, and Talbot counties – Baltimore City and Caroline and Kent counties are at the 3.2% maximum cap for the local income tax. This limits their ability (*i.e.*, capacity) to raise additional revenues from the local income tax by increasing the rate (revenues may still increase under the existing rate depending on the income of local residents). Baltimore City has the highest property tax rate in the State, further limiting its capacity to raise property taxes (again, revenues may still increase under the current rate based on growth in the assessable base). Talbot County has among the lowest income and property tax rates in the State. Talbot is one of five charter counties in the State that have amended their charters to limit property tax rates or revenues. Under State law, counties may exceed the charter limitations on local property taxes for the purpose of funding the approved budget of the local boards of education. Talbot is one of several counties that have utilized this authority since fiscal 2013. See **Appendix 1** for more information on property tax limitations and State law.

Exhibit 1.2
County Property Tax Rates
Fiscal 2022



Source: Department of Legislative Services

Exhibit 1.3
Local Income Tax Rates
Calendar 2022



Source: Department of Legislative Services

Tax Effort and Education Effort Also Vary Considerably Statewide and Among the Five Most Impacted Jurisdictions

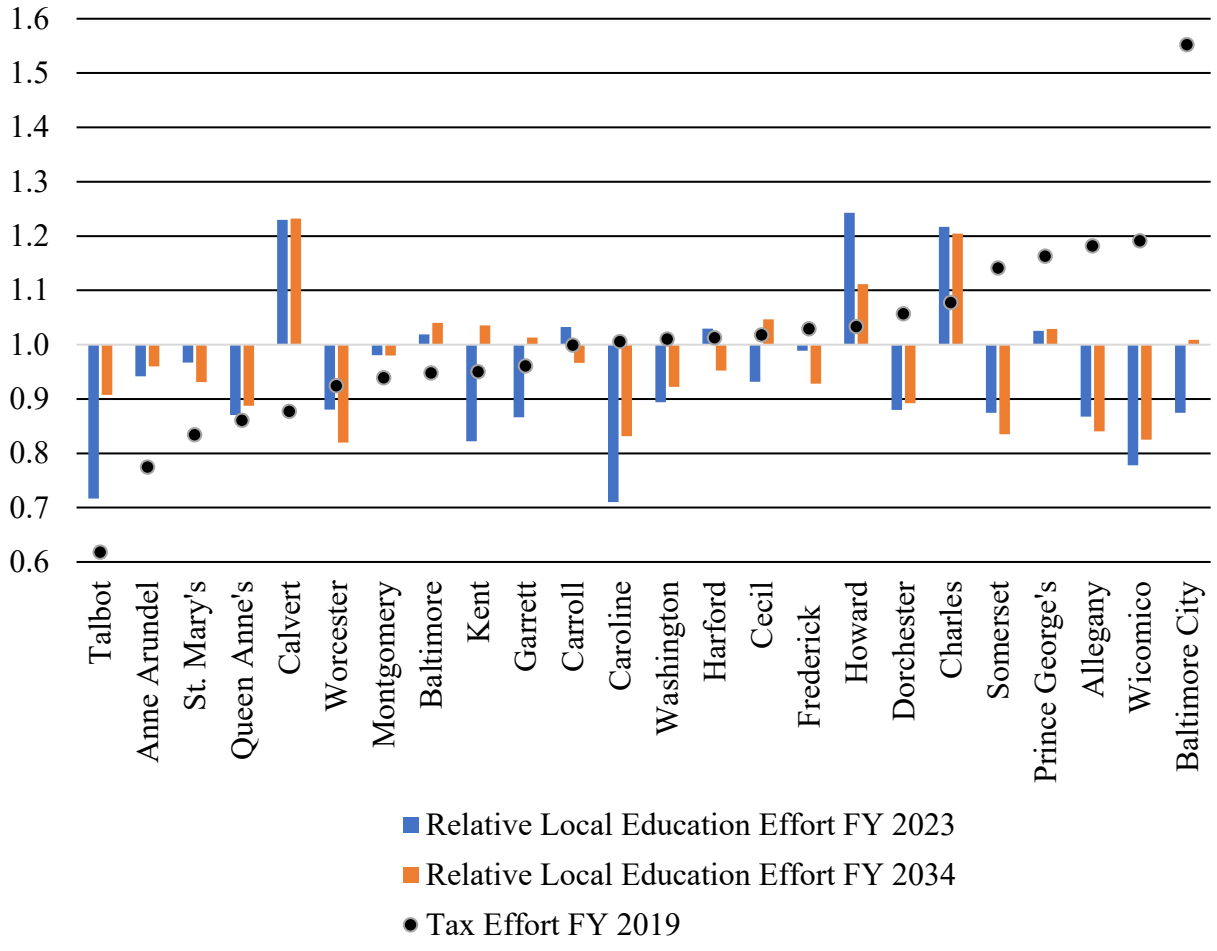
DLS examined jurisdictions' relative tax effort compared to education effort, including local funding increases required by the Blueprint in fiscal 2023 and 2034. Tax effort measures the extent to which the local income and property tax bases are actually taxed in each county, including municipalities.[1] **Exhibit 1.4** shows each county's tax effort in fiscal 2019 (the most recent actual data) from lowest to highest, ranging from approximately 0.6 to nearly 1.6. Exhibit 1.2 also shows projected education effort for each county in fiscal 2023 and 2034. For many counties (16) the change in the education effort index from fiscal 2023 to 2034 is positive, meaning that these counties are projected to have increased education effort at full Blueprint implementation; half (8) of these counties have below-average tax effort and 4 counties are near the average.

Among the 5 most impacted jurisdictions, Baltimore City has the highest tax effort in the State and below average education effort in fiscal 2023; by fiscal 2034 its education effort

[1] *Tax Capacity and Effort of Local Governments in Maryland Report, Fiscal 2019*

increases to slightly above average. Caroline County's tax effort is slightly above the State average, and its education effort is the lowest in the State in fiscal 2023. Talbot County has the next lowest education effort among the 24 jurisdictions and the lowest tax effort in the State. Caroline and Talbot counties' education effort increases significantly by fiscal 2034 but remains below average. Tax effort in Garrett and Kent counties is just below the statewide average; for both counties, education effort moves from below average to above average over the 12 years.

Exhibit 1.4
Comparison of Local Tax and Education Effort
Fiscal 2019 and Fiscal 2023 and 2034



Source: Department of Legislative Services

Conclusions and Recommendation

A number of jurisdictions will face significant fiscal stress at some point in the next 12 years to meet the Blueprint funding requirements. DLS has identified 5 jurisdictions that will have the greatest impact over the 12-year period – Baltimore City and Caroline, Garrett, Kent and Talbot counties. For 4 jurisdictions, there is a major impact (at least 5% more than the pre-Blueprint amount) beginning immediately in fiscal 2023. The number of jurisdictions with a major impact grows as the Blueprint implementation phases in, with 6 jurisdictions experiencing a major impact in fiscal 2028 and an estimated 10 jurisdictions in fiscal 2034. However, most counties are not projected to experience a major impact, and 5 counties will have no impact in any year.

Given the limited number of jurisdictions projected to have a major impact in the short term, and the more favorable revenue picture local jurisdictions have in contrast to predicted revenue downturns due to COVID-19 and the availability of federal COVID-19 funds, **DLS recommends that the fiscal impact of the Blueprint implementation should be monitored over the next five years with a follow-up local capacity study to be completed in fiscal 2028.**

For those jurisdictions projected to incur a major impact, favorable trends in revenue growth may provide immediate relief along with holding other operating spending growth at or below the recent trend. Revenue enhancements may be a consideration for those jurisdictions under the greatest stress. **Appendix 2** shows the income and property tax rate equivalents associated with the projected increase in local appropriations required by the Blueprint legislation in the 5 jurisdictions with the greatest fiscal impact if the *entire increase* were funded by raising either the income tax or the property tax.

It is important to note that this study relies on projections of both Blueprint expenditures and local revenues over a 12-year period. The State's revenues and expenditures are typically estimated over a 5-year period due to the myriad of assumptions that underpin such a forecast and the sensitivity of those assumptions to modest changes in economic conditions. Projections within, and especially beyond, this timeframe become less reliable with each additional year. Thus, these projected impacts are not etched in stone and future actual results will likely diverge, potentially considerably, by jurisdiction over the next 12 years. To the extent that future local wealth and enrollment (which drive the calculation of most Blueprint formulas) in any year are not in line with DLS projections, the formulas will "self-correct." If a county has lower wealth and/or higher enrollment than DLS projected, that jurisdiction will receive more State education aid with a commensurate reduction in required per pupil local share. Conversely, a jurisdiction that realizes greater wealth or lower enrollment than projected may receive less State education aid and be required to provide a larger per pupil local share.

Chapter 2. Local Funding Requirements

State and Local Funding for Public Schools

Public schools in Maryland are funded by a combination of federal, State, and local sources. In fiscal 2020, federal sources accounted for approximately 4.5% of funding, the State provided approximately 48.5% of funding, and local sources accounted for the remaining 47.0%. The federal government is presently providing considerably more funding than usual to address additional needs during the COVID-19 pandemic. Major funding formulas account for relative local wealth on a per pupil basis, such that the State provides more funding to local school systems in counties with low per pupil wealth. By fiscal 2034, when the Blueprint is fully phased in, though statewide local funding effort will increase substantially, State funding is projected to account for a considerably larger (52%) portion of total public schools funding.

Exhibit 2.1 shows the expected total local appropriations for fiscal 2023 through 2034 prior to the Blueprint. **Exhibit 2.2** shows expected total local appropriations for these years under the Blueprint. The difference in local appropriations is explored under **Chapter 3** of this report. For additional information on State and local funding under the Blueprint, see postings on the Department of Legislative Services website here Education - General Assembly of Maryland Department of Legislative Services.

Exhibit 2.1

Pre-Blueprint Projections – Local Appropriations to Boards of Education

($ in Millions)

County	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Allegany	$32.0	$32.6	$33.5	$34.2	$34.9	$35.6	$36.4	$37.2	$38.1	$39.0	$39.7	$40.6
Anne Arundel	797.6	816.0	843.0	870.6	895.1	919.5	945.3	970.5	1,001.7	1,008.7	1,041.1	1,074.6
Baltimore City	294.7	296.3	300.2	307.3	311.1	314.4	319.2	325.7	331.2	336.8	342.5	345.5
Baltimore	906.5	925.1	939.3	952.4	963.4	974.7	986.2	1,003.0	1,026.0	1,051.5	1,078.5	1,106.7
Calvert	141.3	146.0	149.1	152.3	155.8	159.4	163.8	168.6	173.3	178.6	184.2	189.8
Caroline	16.0	16.4	16.9	17.3	17.6	17.8	18.2	18.4	18.8	19.2	19.7	20.1
Carroll	205.7	208.8	211.9	215.7	219.7	225.5	233.1	241.3	248.2	255.0	261.0	266.2
Cecil	90.4	92.0	93.5	95.5	97.3	99.3	102.0	105.4	108.5	111.4	114.1	117.1
Charles	208.6	214.6	219.7	225.5	231.1	237.1	244.4	252.5	261.1	269.6	277.6	286.2
Dorchester	21.7	22.4	23.2	23.9	24.5	25.1	25.8	26.8	27.7	28.7	29.0	29.4
Frederick	310.1	315.1	320.2	325.3	331.1	337.6	346.6	357.6	368.6	380.6	392.7	404.4
Garrett	30.1	30.8	31.3	32.4	33.1	34.1	35.2	35.8	36.5	37.3	38.1	38.9
Harford	292.9	296.9	301.4	304.8	308.9	312.9	319.1	327.3	335.7	344.8	354.4	365.6
Howard	660.6	674.9	688.9	701.9	714.3	727.0	741.9	758.4	776.3	792.6	807.2	818.9
Kent	19.5	19.6	19.7	19.7	20.2	20.8	21.6	22.4	22.9	23.5	23.8	24.2
Montgomery	1,814.7	1,837.7	1,855.6	1,869.0	1,902.9	1,944.9	1,989.6	2,039.8	2,096.4	2,154.4	2,210.1	2,270.0
Prince George's	855.1	874.9	890.9	908.0	924.2	940.0	959.0	984.4	1,013.0	1,042.4	1,072.8	1,104.1
Queen Anne's	63.7	65.2	66.7	68.4	70.7	72.3	74.6	77.4	79.9	82.6	85.1	88.0
St. Mary's	116.4	118.7	121.3	124.0	126.5	129.7	133.0	136.8	140.6	143.4	145.4	147.9
Somerset	10.7	10.9	11.2	11.6	11.9	12.1	12.5	12.7	13.1	13.4	13.7	14.0
Talbot	45.4	46.4	47.7	49.4	50.5	52.0	53.6	55.3	56.9	58.6	59.9	61.3
Washington	106.3	108.6	111.3	114.8	117.1	120.1	123.5	127.5	130.9	134.4	138.0	141.7
Wicomico	49.4	50.8	52.2	53.8	54.7	55.6	56.8	58.1	59.5	61.0	62.5	64.1
Worcester	100.1	102.6	103.7	106.3	107.8	110.1	112.2	115.0	118.4	121.9	125.7	129.6
Total	**$7,189.6**	**$7,323.4**	**$7,452.4**	**$7,583.9**	**$7,724.2**	**$7,877.7**	**$8,053.3**	**$8,257.9**	**$8,483.3**	**$8,689.5**	**$8,916.8**	**$9,148.9**

Source: Department of Legislative Services, August 2021

Exhibit 2.2

Blueprint Projections – Local Appropriations to Boards of Education under Chapters 36 and 55

($ in Millions)

County	FY 2023	FY 2024	FY 2025	FY2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Allegany	$32.3	$32.2	$32.8	$32.9	$33.2	$33.5	$33.8	$35.9	$36.4	$37.6	$38.5	$38.7
Anne Arundel	799.0	815.2	829.9	845.1	857.4	869.7	911.2	962.5	997.5	1,036.3	1,088.9	1,126.2
Baltimore City	359.8	373.5	380.8	402.3	418.9	436.9	457.2	481.1	496.9	514.5	538.0	542.5
Baltimore	906.1	924.2	938.3	951.3	961.9	972.9	1,013.2	1,063.8	1,094.5	1,127.0	1,181.6	1,217.7
Calvert	141.3	146.0	149.1	152.4	156.1	159.8	164.4	169.2	173.7	178.3	183.0	187.8
Caroline	17.0	17.3	17.5	18.8	19.4	20.4	21.2	22.7	23.3	24.3	25.7	26.4
Carroll	205.6	208.4	211.3	215.0	218.7	223.8	230.5	237.1	242.1	246.9	251.5	255.9
Cecil	90.6	92.0	93.6	98.0	102.1	106.6	111.7	117.9	121.7	125.8	132.9	138.1
Charles	208.5	214.5	219.6	225.4	230.7	236.3	242.7	249.7	256.9	264.0	271.1	278.3
Dorchester	21.7	22.1	22.6	22.8	23.6	24.3	25.3	26.3	26.8	27.3	28.1	28.4
Frederick	310.2	315.5	321.0	326.3	332.2	338.6	346.9	356.2	364.8	373.5	393.9	411.2
Garrett	30.1	30.7	31.2	32.2	33.7	35.4	37.6	40.4	42.1	43.7	45.7	47.0
Harford	293.1	297.6	302.8	306.9	311.7	316.1	322.5	330.5	337.9	345.5	353.1	361.0
Howard	660.2	674.1	687.7	700.2	711.7	723.2	736.0	750.2	765.5	780.4	795.1	809.7
Kent	19.5	20.2	20.6	21.9	23.0	24.2	25.5	27.3	28.3	29.4	30.5	31.2
Montgomery	1,814.3	1,837.4	1,855.4	1,868.6	1,878.1	1,909.7	1,999.2	2,104.1	2,175.6	2,254.0	2,349.3	2,412.2
Prince George's	899.1	938.8	944.1	976.7	994.3	1,014.8	1,041.6	1,066.7	1,102.0	1,139.2	1,210.2	1,263.5
Queen Anne's	64.0	65.3	66.8	68.5	70.4	71.8	73.9	76.7	78.9	82.1	86.1	88.8
St. Mary's	116.3	118.7	121.4	124.1	126.5	129.4	132.5	135.6	139.0	142.1	145.9	149.5
Somerset	10.7	10.6	10.7	10.9	11.0	11.0	11.6	12.3	12.5	13.0	13.1	13.1
Talbot	48.7	50.7	52.1	55.7	58.4	61.5	65.0	69.3	72.0	74.7	78.5	81.0
Washington	108.8	108.5	108.6	110.0	114.7	118.5	123.6	129.7	133.4	137.5	143.6	146.4
Wicomico	50.6	50.7	50.9	51.9	54.5	56.0	58.5	61.2	62.6	64.4	68.5	70.0
Worcester	100.1	102.7	104.0	106.7	108.4	110.7	112.6	115.2	118.0	120.9	123.9	126.8
Total	**$7,307.4**	**$7,466.9**	**$7,572.7**	**$7,724.8**	**$7,850.5**	**$8,005.3**	**$8,298.2**	**$8,641.5**	**$8,902.3**	**$9,182.5**	**$9,576.8**	**$9,851.5**

Source: Department of Legislative Services, August 2021

Local Education Funding Requirements

Each year, county government (including Baltimore City) is required to appropriate funds to the local board of education equivalent to at least the same per pupil level as in the prior year (maintenance of effort, or MOE), or its required local share – whichever is greater. Beginning with the fiscal 2022 appropriation, the per pupil MOE level each year is based upon the greater of (1) the prior year full-time equivalent (FTE) enrollment and (2) the three-year moving average of FTE enrollment. (To address the impact of the COVID-19 pandemic on enrollment, fall 2020 counts are not included in FTE enrollment.)

The Blueprint repeals, beginning in fiscal 2024, the requirement (known as the MOE escalator) that a county that is below the statewide five-year moving average education effort level must increase its per pupil MOE amount by the lesser of (1) the increase in local wealth per pupil; (2) the statewide average increase in local wealth per pupil; or (3) 2.5%. The Maryland State Department of Education must report by November 1, 2022, on the impact on school funding of repealing this requirement.

New Local Share Requirement

Under pre-Blueprint law, counties were required to fund the local share of the foundation program. Beginning in fiscal 2023, the local share requirement under the Blueprint continues to include the local share of the foundation formula but, in addition, counties must fund the local share of all other existing and new major aid programs that have a local share. This includes the compensatory education, English-language learner, and special education formulas; comparable wage index (beginning in fiscal 2024); full-day prekindergarten (beginning in fiscal 2023); and college and career ready, transitional supplemental instruction (through fiscal 2026), and career ladder grant programs. Counties that benefit from the compensatory education State funding floor are also required to fund the local share of the concentration of poverty grant program.

For some counties, the expanded local share requirement greatly exceeds the per pupil MOE amount that they have been required to fund for many years prior to the Blueprint. The local share of the foundation formula is less than per pupil MOE for every county, which means that the per pupil MOE level has effectively been the local funding requirement for education, and was projected to continue indefinitely in the future, prior to the Blueprint. The number of counties for which local share (plus local retirement costs, as discussed below) exceeds the per pupil MOE requirement is projected to grow from as few as 5 counties in fiscal 2023 to as many as 18 counties by fiscal 2030 and beyond, as shown in **Exhibit 2.3**.

Exhibit 2.3
Local Share Plus Local Retirement Exceeds Per Pupil Maintenance of Effort – Projections

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Allegany							√	√	√	√	√	√
Anne Arundel							√	√	√	√	√	√
Baltimore City	√	√	√	√	√	√	√	√	√	√	√	√
Baltimore							√	√	√	√	√	√
Calvert												
Caroline	√	√	√	√	√	√	√	√	√	√	√	√
Carroll												
Cecil			√	√	√	√	√	√	√	√	√	√
Charles												
Dorchester	√			√	√	√	√	√	√	√	√	
Frederick								√	√	√	√	√
Garrett				√	√	√	√	√	√	√	√	√
Harford												
Howard												
Kent		√	√	√	√	√	√	√	√	√	√	√
Montgomery						√	√	√	√	√	√	√
Prince George's	√	√		√	√	√	√	√	√	√	√	√
Queen Anne's								√	√	√	√	√
St. Mary's								√	√	√	√	√
Somerset				√	√	√	√	√	√	√	√	
Talbot	√	√	√	√	√	√	√	√	√	√	√	√
Washington				√	√	√	√	√	√	√	√	√
Wicomico		√		√	√	√	√	√	√	√	√	√
Worcester												
Total	**5**	**6**	**5**	**11**	**11**	**12**	**15**	**18**	**18**	**18**	**18**	**16**

Note: For this comparison, local share accounts for provisions that provide relief from the local share obligation

Source: Department of Legislative Services

One reason that the combined local share exceeds per pupil MOE for some counties is the historical local appropriation trend. Counties that have consistently provided more funding than required by MOE are more likely to meet the combined local share requirement without the need for additional local appropriations. MOE represents the minimum amount of local funding that must be provided for local school systems; it is a floor, not a ceiling. Based on local appropriation data from fiscal 2017 through 2022, **Exhibit 2.4** shows that 7 counties have exceeded MOE in at least 5 of the past 6 years. For 8 counties, the record is mixed with counties exceeding MOE in 3 or 4 of the past 6 years. Finally, 9 counties have *not* exceeded MOE in at least 4 years. Most of these counties are low-wealth counties, as will be discussed further in the next section.

Exhibit 2.4
Per Pupil Maintenance of Effort Funding Trend
Fiscal 2017-2022

Tends to Exceed	Mixed	Tends Not to Exceed
Anne Arundel	Baltimore Co.	Allegany
Carroll	Calvert	Baltimore City
Charles	Cecil	Caroline
Frederick	Kent	Dorchester
Harford	Montgomery	Garrett
Howard	Prince George's	Queen Anne's
St. Mary's	Talbot	Somerset
	Worcester	Washington
		Wicomico

Source: Department of Legislative Services

Education Effort Adjustment to Local Share Requirement

For some counties, the combined local share across these several major aid programs is subject to certain adjustments. Though the Blueprint maintains the requirement that local governments fund the local share of the foundation program and establishes required local shares for several existing and new funding formula programs, constituting considerable increases to the total local share requirement, the bill also includes a mechanism for establishing a maximum local share that a county must fund each year. This involves "local education effort," which is determined for each county by dividing the county's local share of major education aid by the county's wealth. An "education effort index," which is the local education effort divided by the "State average education effort" is then determined. A "maximum local share" is calculated for each county, which is the county's local wealth multiplied by the State average education effort.

Each county with an education effort above 1.0 for two consecutive years receives relief based upon its "education effort adjustment," which is the amount by which that calculated local share exceeds the maximum local share. This relief (which results in increases to State aid) is provided to counties within one of three tiers, based on whether the education effort is (1) greater than 1.0 but less than 1.15; (2) at least 1.15 but less than 1.27; or (3) at least 1.27.

State relief for the first tier is phased up from 20% of the education effort adjustment in fiscal 2023 to 50% by fiscal 2030. State relief for the second tier is phased up from 23% of the education effort adjustment in fiscal 2023 to 100% by fiscal 2030. State relief for the third tier is 100% beginning in fiscal 2023. However, the education adjustment for a county is only allowed to the degree that the per pupil MOE requirement is met each year. New State funding for the education effort adjustment to provide local share relief is projected to grow from $139 million in fiscal 2023 to $441 million by fiscal 2034. (Note fiscal 2023 estimates throughout this report are the Department of Legislative Services (DLS) projections from August 2021 and do not reflect fall 2021 enrollment or wealth data. The fiscal 2023 State budget for education aid formulas will include the most recent data.)

Additional Reductions to Local Share

A county may also be eligible for a reduction in the required local share of major aid formulas in three additional ways: (1) if a county receives State funds from the Guaranteed Tax Base (GTB) program, the local share may be reduced by the amount of GTB funds, except that for Baltimore City only the amount above $10 million may be reduced from the local share; (2) if a county receives State funds to support the minimum funding floors of 15% for the foundation and 40% for the targeted programs; and (3) if a county has a Comparable Wage Index (CWI) of at least 0.13, the local share of CWI may be reduced by 50%. However, in all of these cases, the local share may not be reduced below the required per pupil MOE amount. For these three reductions, State funding provided through specified formulas (e.g., GTB, CWI) is used to offset the local share.

Overall, as shown in **Exhibit 2.5**, 8 counties are projected to receive reductions to the local share in fiscal 2023 totaling approximately $150 million, increasing to an estimated 17 counties receiving more than $500 million in local share relief by fiscal 2030 and beyond.

Exhibit 2.5

Estimated Local Share Relief
Assumes the Required Local Share Total May Not Cover Local Retirement
($ in Millions)

County	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Allegany	$0.0	-$0.5	-$0.6	-$2.1	-$2.8	-$3.8	-$4.4	-$4.3	-$4.8	-$4.7	-$5.0	-$5.3
Anne Arundel	0.0	0.0	0.0	0.0	0.0	-9.4	-9.4	-10.2	-10.1	-9.7	-10.0	-9.8
Baltimore City	-106.0	-119.8	-123.9	-136.9	-139.1	-145.7	-154.2	-168.2	-175.5	-178.3	-190.5	-208.5
Baltimore	0.0	0.0	0.0	0.0	0.0	-12.7	-15.1	-18.8	-18.3	-18.1	-18.9	-19.1
Calvert	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Caroline	-2.0	-2.3	-2.3	-2.1	-2.4	-2.3	-2.5	-2.5	-2.9	-2.8	-2.8	-3.2
Carroll	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cecil	0.0	0.0	0.0	0.0	0.0	-0.1	-0.4	-0.9	-1.0	-1.2	-1.5	-1.8
Charles	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Dorchester	-2.0	-2.3	-1.9	-2.7	-2.6	-2.7	-2.7	-2.9	-3.1	-3.2	-3.3	-3.3
Frederick	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Garrett	0.0	0.0	0.0	-0.4	-0.4	-0.4	-0.4	-0.4	-0.4	-0.5	-0.4	-0.4
Harford	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Howard	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Kent	-1.4	-1.3	-1.3	-1.4	-1.5	-1.6	-1.8	-2.2	-2.3	-2.4	-2.6	-2.8
Montgomery	0.0	0.0	0.0	0.0	-21.8	-62.7	-64.6	-67.4	-67.7	-67.9	-69.0	-68.1
Prince George's	-32.8	-63.0	-82.2	-104.5	-123.7	-145.7	-169.2	-206.8	-212.8	-213.2	-221.9	-225.8
Queen Anne's	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-0.4	-0.4	-0.4	-0.4	-0.4
St. Mary's	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Somerset	-0.4	-0.8	-0.9	-1.3	-1.4	-1.8	-1.7	-1.8	-2.0	-1.9	-2.1	-2.0
Talbot	-6.4	-6.3	-6.3	-6.2	-6.4	-6.4	-6.4	-6.5	-6.5	-6.6	-6.3	-5.8
Washington	0.0	-0.9	-2.7	-7.5	-7.1	-7.7	-8.1	-8.9	-9.5	-9.6	-10.0	-11.0
Wicomico	-3.3	-5.2	-5.6	-7.1	-6.6	-7.2	-7.2	-7.6	-8.2	-8.1	-7.8	-9.0
Worcester	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-4.3	-6.4	-8.2	-12.6	-13.8
Unallocated	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Statewide	**-$154.3**	**-$202.4**	**-$227.7**	**-$272.3**	**-$316.0**	**-$410.0**	**-$447.9**	**-$514.1**	**-$531.9**	**-$536.8**	**-$564.9**	**-$589.9**

Note: Local share relief includes the education effort adjustment and additional relief provisions.
Source: Department of Legislative Services, August 2021

DLS Projection of Local Appropriations and Student Enrollment

DLS projects local appropriations under the Blueprint by comparing total funding results derived from (1) prior year trends in per pupil funding, (2) per pupil MOE requirements, and (3) the combined local share of major formula programs. Making use of enrollment projections, total funding is projected to be the highest amount derived from that comparison in each year, while also accounting for assumptions with respect to local retirement obligations (as discussed further below). The prior year trends for some counties reflect funding above required per pupil MOE; thus, the projections of local appropriations account for the likelihood that some counties will continue to fund above required levels.

DLS enrollment projections make use of a combination of Maryland Department of Planning projections of student population growth for each county and prior year data and trends (also by county) for the particular enrollment inputs used in calculating State aid formulas. These include full-time equivalent enrollment, used for the foundation program and other programs; free and reduced-price meal counts, used for the compensatory education and new concentration of poverty grant programs; and counts of students eligible for other programs, including special education students, English-language learners, and students using special transportation. Given early warning systems under the Blueprint to identify students who are struggling to learn and the immediate interventions that will be available to put these students back on track toward achieving college and career readiness, a substantial decline in the number of students identified as being in need of a special education individualized education program (IEP) is anticipated. Therefore, the procedure for projection of the counts for special education formula funding has been modified to account for anticipated declines over several years.

None of the per pupil funding under the major formula programs for which a local share is required is intended to cover local retirement costs. The local share requirement under the Blueprint is designed to ensure that, through a combination of State and local funding, the full per pupil funding is provided for each major formula, which does not include local retirement. Local school boards have been required to pay a portion of teacher retirement costs (the normal cost) since fiscal 2012, phased in over four years; prior to that, the State paid 100% of teacher retirement costs. During the phase-in period, county governments (including Baltimore City) were required to appropriate the required local share of teacher retirement to the local school boards in addition to meeting the MOE requirement. Beginning in fiscal 2016, the county appropriation for teacher retirement from the prior year was folded into the per pupil MOE requirement.

Thus, presently, a portion of the annual per pupil MOE requirement represents the local share of teacher retirement costs. In projecting local appropriations, when comparing the per pupil MOE requirement (which includes funds for retirement) to the local share requirement, DLS added the local share of retirement costs to the local share total. Though counties are not specifically obligated to appropriate additional funds for teacher retirement, under the DLS assumption, every county is providing its local school system with funds to cover the school system's retirement expenditure obligation. Counties may, however, choose not to provide additional funds to cover

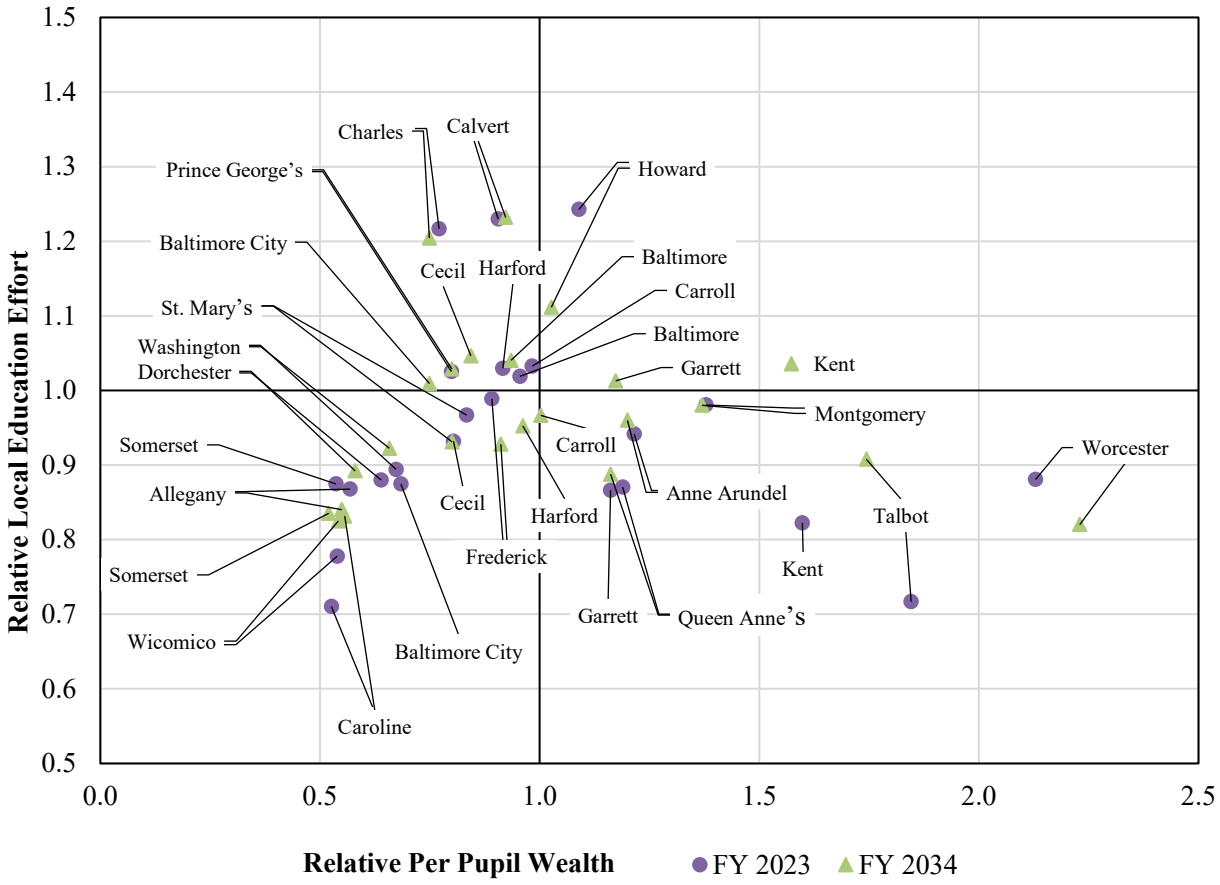
retirement costs as long as the MOE obligation is met. Such decisions would result in lower local appropriation totals than those assumed by DLS.

Total Local Education Effort

Total local education funding effort is determined by dividing total local appropriations for public schools by total local wealth. (This is a different calculation for effort than used in the education effort index discussed above.) **Exhibit 2.6** shows the projected per pupil relative local effort by county in fiscal 2023 and 2034 under the Blueprint, with both per pupil effort and per pupil wealth indexed to the statewide average (expressed for both as 1.0). Changes in local wealth and local effort on a per pupil basis vary by county. For example, Worcester County is shown to have more than twice the statewide average local wealth per pupil and is projected to exert less than the statewide average local effort, while Carroll County remains near the statewide average for both measures. The exhibit shows that some counties realize considerable shifts in per pupil effort over this period, as necessitated by the Blueprint legislation. Statewide local effort increases substantially from fiscal 2023 to 2034.

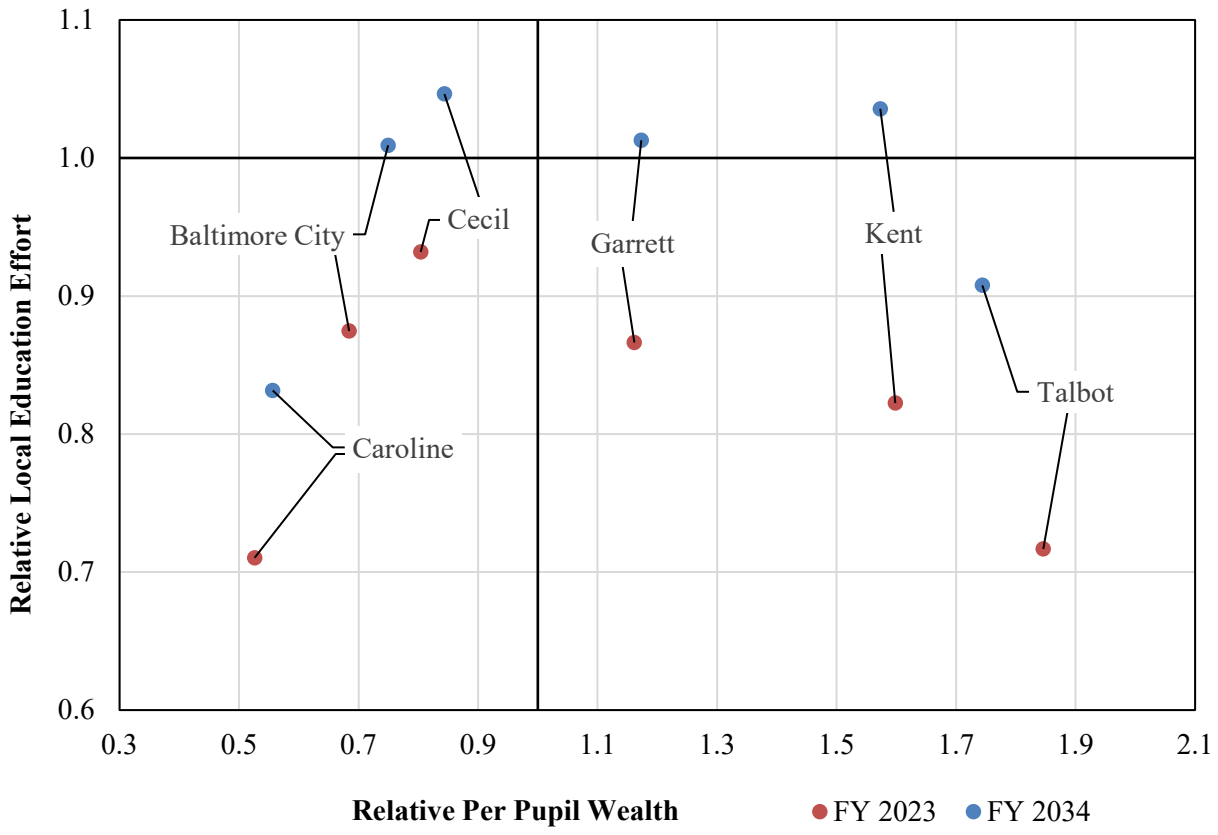
Exhibit 2.7 highlights the counties that are most impacted by the Blueprint in terms of increased per pupil local appropriations from fiscal 2023 to 2034. These 6 counties – including Baltimore City – will need to increase their local effort from below the statewide average to slightly above the average in most cases. Further, local per pupil wealth in these counties is not increasing to the degree that effort must increase, with local wealth being one proxy for the availability of local revenues to meet the increased local effort levels. The next chapter will discuss local revenues and explore possible sources of additional revenue.

Exhibit 2.6
Comparison of Relative Local Education Effort and Per Pupil Wealth
Fiscal 2023 and 2034



Source: Department of Legislative Services

Exhibit 2.7
Comparison of Relative Local Education Effort and Per Pupil Wealth – Select Counties
Fiscal 2023 and 2024



Source: Department of Legislative Services

Chapter 3. Local Fiscal Impact

Increase in Local Board Appropriations

Under the Blueprint legislation, the required local appropriations to the boards of education will increase by $119.6 million in fiscal 2023 and $743.2 million by fiscal 2034. This represents a 1.7% increase (over the pre-Blueprint amount) in fiscal 2023 and an 8.1% increase in fiscal 2034. Due to the differences in the current funding practices among the counties, the overall impact varies by jurisdiction with 14 jurisdictions required to increase local funding over current practices in fiscal 2023 and 15 jurisdictions required to increase local funding in fiscal 2034. Of the affected jurisdictions, several will incur a major local funding increase (as defined by a 5% or greater increase in the annual local appropriation), while other jurisdictions will incur a moderate (2.5% to 5%) or minor (less than 2.5%) increase. Over the 12-year period, the number of jurisdictions that will incur a major fiscal impact increases from 4 in fiscal 2023 to 10 in fiscal 2034.

Exhibit 3.1 shows the increase in local appropriations needed to meet the requirements of the Blueprint legislation in fiscal 2023 (the first year of implementation), fiscal 2028, and fiscal 2034 (the first year of full implementation) both in dollars and as a total percentage increase above the expected local appropriation without the Blueprint. The exhibit also shows the required increase on a per pupil basis.

Exhibit 3.1

Projected Total Increase Above Expected Local Appropriations Due to Blueprint Legislation

	Increase in Required Local Appropriation			Percent Above Pre-Blueprint Appropriation			Per Pupil Appropriation Above Pre-Blueprint		
County	**FY 2023**	**FY 2028**	**FY 2034**	**FY 2023**	**FY 2028**	**FY 2034**	**FY 2023**	**FY 2028**	**FY 2034**
Allegany	$340,642	$0	$0	1.1%	0.0%	0.0%	$43	$0	$0
Anne Arundel	1,339,285	0	51,526,401	0.2%	0.0%	4.8%	16	0	571
Baltimore City	65,017,331	122,515,272	197,012,394	22.1%	39.0%	57.0%	891	1,766	2,973
Baltimore	0	0	111,088,110	0.0%	0.0%	10.0%	0	0	960
Calvert	0	465,110	0	0.0%	0.3%	0.0%	0	30	0
Caroline	983,723	2,607,020	6,353,084	6.2%	14.6%	31.6%	178	480	1,204
Carroll	0	0	0	0.0%	0.0%	0.0%	0	0	0
Cecil	175,262	7,291,471	20,984,542	0.2%	7.3%	17.9%	12	504	1,452
Charles	0	0	0	0.0%	0.0%	0.0%	0	0	0
Dorchester	0	0	0	0.0%	0.0%	0.0%	0	0	0
Frederick	125,422	951,053	6,741,376	0.0%	0.3%	1.7%	3	22	150
Garrett	0	1,337,774	8,092,822	0.0%	3.9%	20.8%	0	371	2,214
Harford	260,514	3,255,410	0	0.1%	1.0%	0.0%	7	89	0
Howard	0	0	0	0.0%	0.0%	0.0%	0	0	0
Kent	3,105	3,330,371	7,009,276	0.0%	16.0%	28.9%	2	1,913	3,957
Montgomery	0	0	142,191,284	0.0%	0.0%	6.3%	0	0	857
Prince George's	44,024,980	74,783,412	159,337,802	5.1%	8.0%	14.4%	331	545	1,124
Queen Anne's	255,304	0	816,698	0.4%	0.0%	0.9%	34	0	103
St. Mary's	0	0	1,618,009	0.0%	0.0%	1.1%	0	0	87
Somerset	0	0	0	0.0%	0.0%	0.0%	0	0	0
Talbot	3,348,582	9,497,542	19,717,658	7.4%	18.3%	32.2%	749	2,069	4,170
Washington	2,495,825	0	4,718,499	2.3%	0.0%	3.3%	114	0	212
Wicomico	1,185,997	348,761	5,979,519	2.4%	0.6%	9.3%	81	24	413
Worcester	9,183	560,754	0	0.0%	0.5%	0.0%	1	87	0
Total	**$119,565,154**	**$226,943,950**	**$743,187,474**	**1.7%**	**2.9%**	**8.1%**			

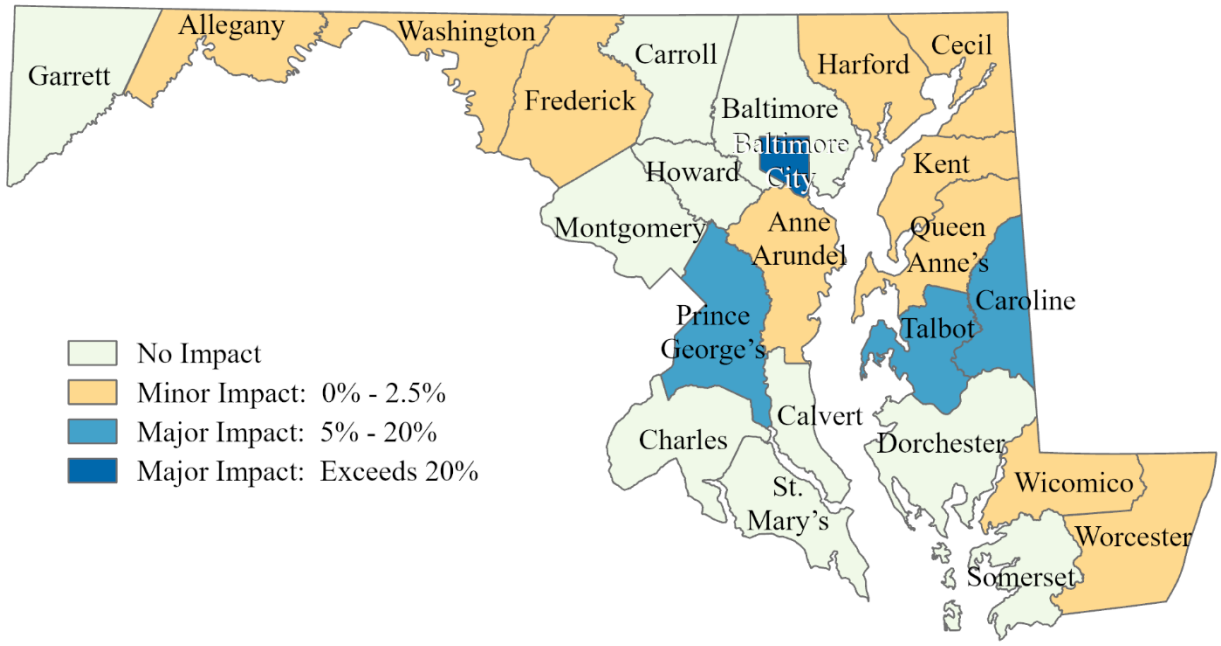
Source: Department of Legislative Services

Fiscal 2023

Major Impact Jurisdictions

In fiscal 2023, four jurisdictions will be required to significantly increase their local appropriations to meet Blueprint requirements. Baltimore City and Caroline, Prince George's, and Talbot counties will each require local appropriations that are at least 5% greater than pre-Blueprint amounts, as shown in **Exhibit 3.2**. In fiscal 2023, Baltimore City will be required to increase its local appropriation by $65.0 million, which represents a 22.1% increase over the pre-Blueprint amount and Prince George's County will be required to increase its local appropriation by $44.0 million, which represents a 5.1% increase. On a per pupil basis, the required increase totals $891 in Baltimore City and $331 in Prince George's County.

Exhibit 3.2
Required Local Board Appropriation Under Blueprint Legislation
Percent Above Pre-Blueprint Amount
FY 2023



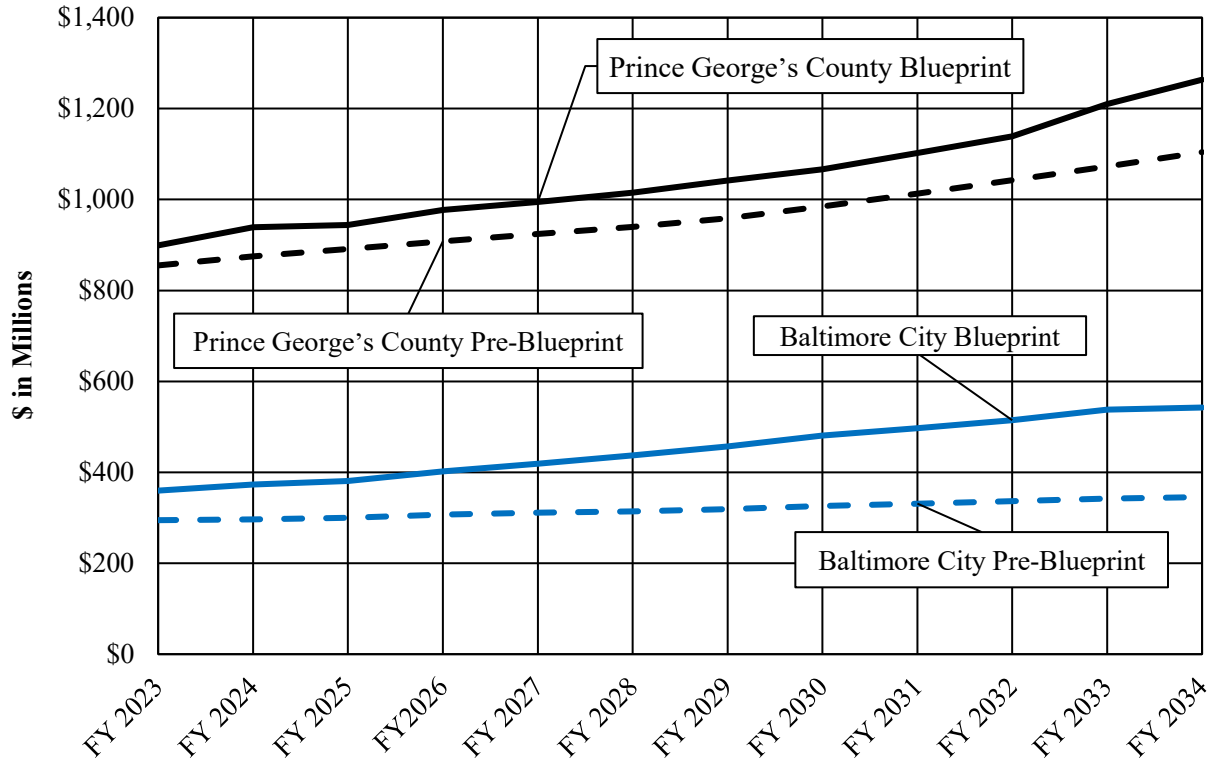
Source: Department of Legislative Services

The relative increases in local appropriations in fiscal 2023 are also significant in Talbot and Caroline counties. Talbot County will be required to increase its local appropriation by $3.3 million, which represents a 7.4% increase over the pre-Blueprint amount and Caroline County will be required to increase its local appropriation by $1.0 million, which represents a 6.2%

increase. On a per pupil basis, the required increase totals $749 in Talbot County and $178 in Caroline County.

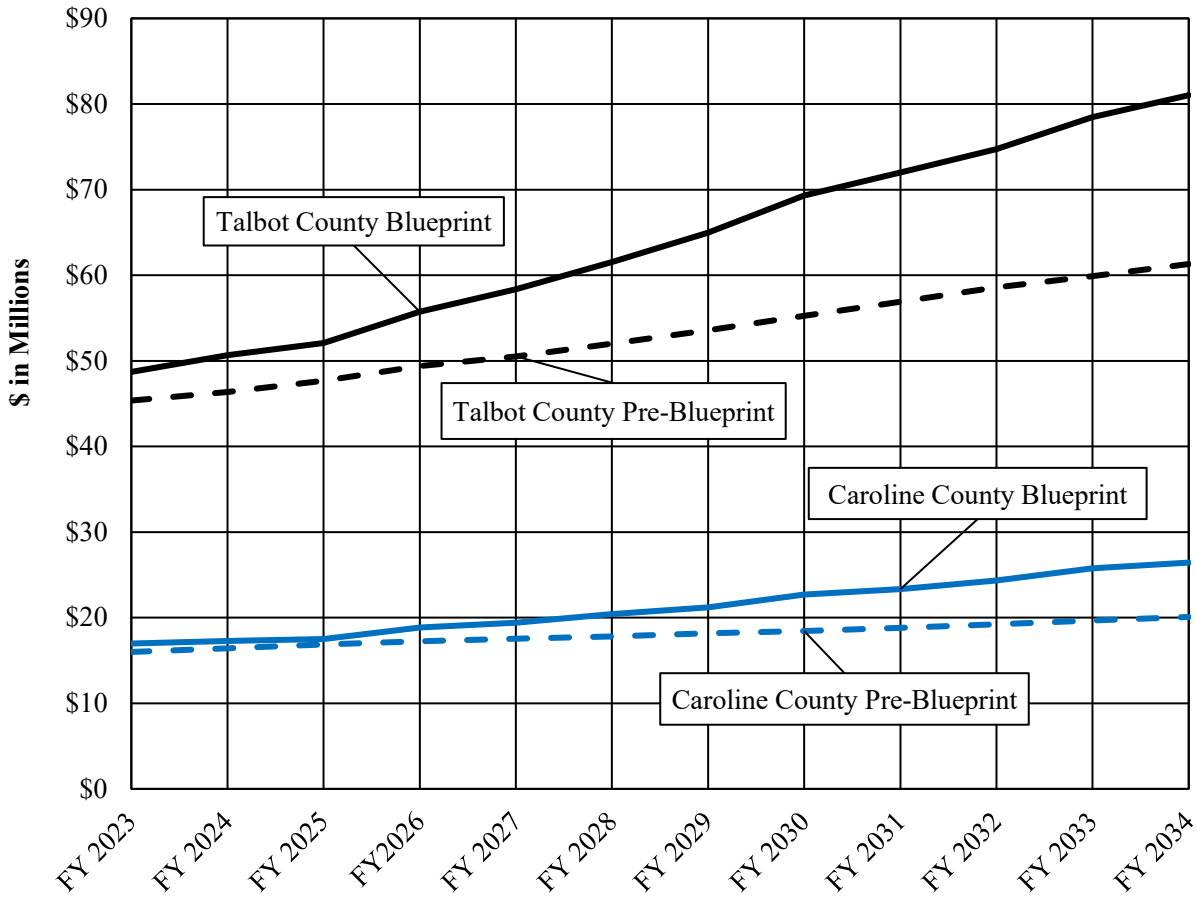
Exhibits 3.3 and **3.4** compare the growth in local appropriations under the Blueprint with the expected local appropriation under current practice (pre-Blueprint expected appropriations) in fiscal 2023 through 2034 for the major impact jurisdictions.

Exhibit 3.3
Projected Increase in Local Board Appropriation
Baltimore City and Prince George's County
Fiscal 2023-2034



Source: Department of Legislative Services

Exhibit 3.4
Projected Increase in Local Board Appropriation
Caroline and Talbot Counties
Fiscal 2023-2034



Source: Department of Legislative Services

Minor Impact Jurisdictions

Allegany, Anne Arundel, Cecil, Frederick, Harford, Kent, Queen Anne's, Washington, Wicomico, and Worcester counties all require less than a 2.5% increase in local appropriations over pre-Blueprint expected appropriations in fiscal 2023.

No Impact Jurisdictions

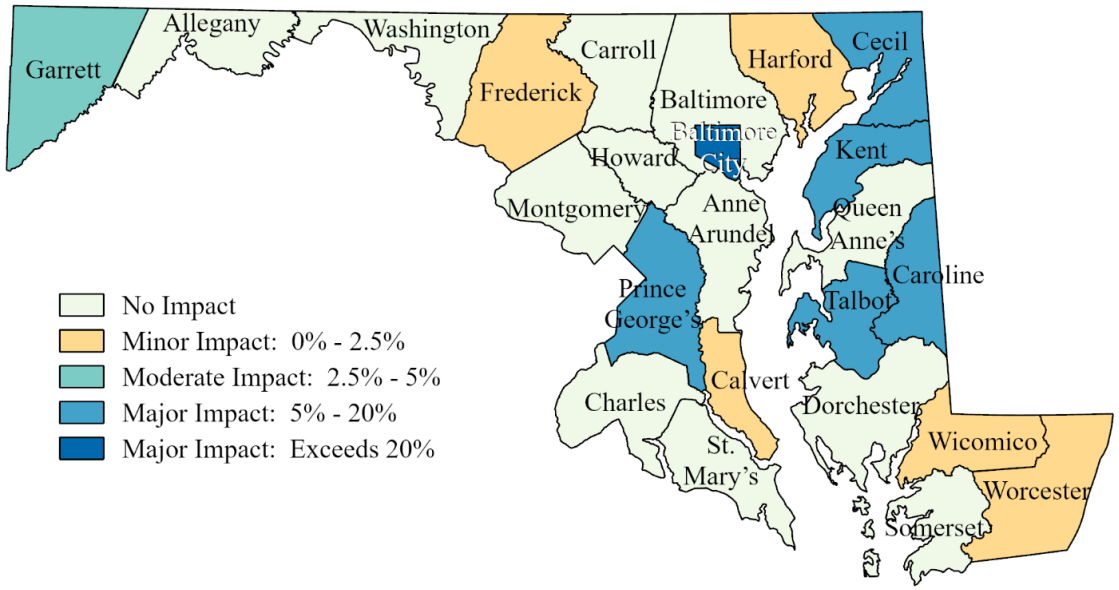
Baltimore, Calvert, Carroll, Charles, Dorchester, Garrett, Howard, Montgomery, St. Mary's, and Somerset counties will require no additional local appropriations in fiscal 2023 to meet the requirements of the Blueprint.

Fiscal 2028

Major Impact Jurisdictions

By fiscal 2028, six jurisdictions will require local appropriations that are at least 5% greater than pre-Blueprint amounts, as shown in **Exhibit 3.5**. Baltimore City will require the largest additional local appropriation totaling $122.5 million or 39.0% above the pre-Blueprint amount. On a per pupil basis, the required increase totals $1,766 per pupil. Caroline, Cecil, Kent, Prince George's, and Talbot counties also require significant increases above the expected pre-Blueprint levels. On a per pupil basis, the required increase totals $480 in Caroline County, $504 in Cecil County, $1,913 in Kent County, $545 in Prince George's County, and $2,069 in Talbot County. This represents a 14.6% increase in Caroline County, a 7.3% increase in Cecil County, a 16.0% increase in Kent County, an 8.0% increase in Prince George's County, and an 18.3% increase in Talbot County.

Exhibit 3.5
Required Local Board Appropriation Under Blueprint Legislation
Percent Above Pre-Blueprint Amount
FY 2028



Source: Department of Legislative Services

Moderate Impact Jurisdictions

Only Garrett County will require a moderate level of additional local appropriations to meet the requirements of the Blueprint legislation in fiscal 2028. The county's local board appropriation will need to increase by an additional $1.3 million, which represents a 3.9% or $371 per pupil increase.

Minor Impact Jurisdictions

Five jurisdictions (Calvert, Frederick, Harford, Wicomico, and Worcester counties) will require only a minimal increase in their local appropriation as compared to the pre-Blueprint amount.

No Impact Jurisdictions

Twelve jurisdictions (Allegany, Anne Arundel, Baltimore, Carroll, Charles, Dorchester, Howard, Montgomery, Queen Anne's, St. Mary's, Somerset, and Washington counties) will require no additional local appropriations in fiscal 2028 to meet the requirements of the Blueprint legislation.

Fiscal 2034

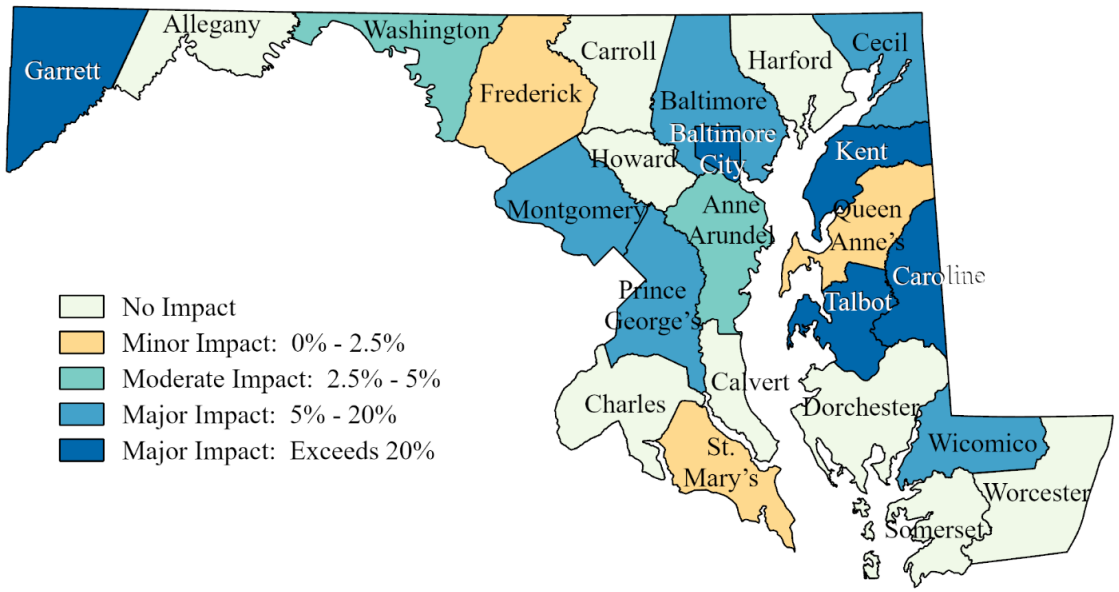
Major Impact Jurisdictions

By fiscal 2034, Baltimore City and Baltimore, Caroline, Cecil, Garrett, Kent, Montgomery, Prince George's, Talbot, and Wicomico counties will require local appropriations that are at least 5% greater than pre-Blueprint amounts, as shown in **Exhibit 3.6**. Of these jurisdictions, Baltimore City will require the largest additional local appropriation totaling $197.0 million or 57% above the pre-Blueprint amount. On a per pupil basis, the required increase totals $2,973.

Baltimore, Montgomery, and Prince George's counties also require significant increases above the expected pre-Blueprint levels. Baltimore County requires an additional $111.1 million or a 10% increase resulting in an additional $960 per pupil. Montgomery County requires an additional $142.2 million or a 6.3% increase resulting in an additional $857 per pupil. Prince George's County requires an additional $159.3 million or a 14.4% increase resulting in an additional $1,124 per pupil.

Relative to their student enrollment, Caroline, Cecil, Garrett, Kent, Talbot, and Wicomico counties will also require a significant increase in their local appropriations in fiscal 2034 to meet the requirements of the Blueprint legislation. In fiscal 2034, Caroline County requires a $6.4 million or a 31.6% increase over the expected pre-Blueprint appropriation, Cecil County requires $21.0 million or 17.9%, Garrett County requires $8.1 million or 20.8%, Kent County requires $7.0 million or 28.9%, Talbot County requires $19.7 million or 32.2%, and Wicomico County requires $6.0 million or 9.3%. For these smaller counties, the additional appropriations translate to a relatively large per pupil increase. For example, the per pupil increase in local appropriations totals $1,204 in Caroline County, $1,452 in Cecil County, $2,214 in Garrett County, $3,957 in Kent County, $4,170 in Talbot County, and $413 in Wicomico County.

Exhibit 3.6
Required Local Board Appropriation Under Blueprint Legislation
Percent Above Pre-Blueprint Amount
FY 2034



Source: Department of Legislative Services

Moderate Impact Jurisdictions

In fiscal 2034, Anne Arundel and Washington counties will require a moderate level of additional local appropriations to meet the requirements of the Blueprint legislation. Anne Arundel County will require about $51.5 million or 4.8% more than pre-Blueprint amounts, which represents $571 on a per pupil basis. Washington County will require an additional $4.7 million or a 3.3% increase, which represents $212 on a per pupil basis.

Minor Impact Jurisdictions

Frederick, Queen Anne's, and St. Mary's counties are projected to require a local appropriation that is at most 1.7% higher than the expected pre-Blueprint amount.

No Impact Jurisdictions

Nine jurisdictions (Allegany, Calvert, Carroll, Charles, Dorchester, Harford, Howard, Somerset, and Worcester counties) will not be required to increase their local appropriations in fiscal 2034, since their projected appropriations under current practices exceed the amount required under the Blueprint legislation.

Trends from Fiscal 2023 to 2034

Baltimore City and Caroline, Cecil, Kent, Prince George's, and Talbot counties will be required to increase their local appropriations annually through fiscal 2034 to meet the Blueprint funding requirement.

Some counties will not need to increase local appropriations significantly at the start of the Blueprint implementation (fiscal 2023) but will realize more significant impacts as the Blueprint legislation is implemented. For example, five counties (Baltimore, Calvert, Garrett, Montgomery, and St. Mary's) require no increase in their local appropriations over the first two to six fiscal years of Blueprint implementation but will require an increase in later fiscal years. The projected increase in Baltimore and Montgomery counties will not occur until fiscal 2029. In Calvert County, the projected increase begins in fiscal 2025 with a minimal amount and fades to zero in fiscal 2032. In Garrett County, the projected increase begins in fiscal 2027 with an additional $0.6 million and grows to an additional $8.1 million in fiscal 2034. In St. Mary's County, the required increase will be relatively small (less than $100,000) in fiscal 2025 through 2027 but will increase to at least $0.5 million in fiscal 2033 and 2034.

Other counties will realize ongoing increases in their required local appropriations with some jurisdictions incurring relatively significant increases while other jurisdictions incur relatively smaller increases. For example, in addition to the five counties listed above with no required additional appropriation in fiscal 2023, Baltimore City and Anne Arundel, Caroline, Cecil, Frederick, Kent, Prince George's, Talbot, Washington, and Wicomico counties will experience a significant increase in their local appropriation from fiscal 2023 to 2034. In most cases, the additional appropriations more than double. Many counties incur a significant increase in their local appropriations in large part because Blueprint funding levels phase in over time, rather than ramping up all at once.

Conversely, four counties (Allegany, Calvert, Harford, and Worcester) require additional local appropriations to meet Blueprint requirements in some fiscal years but are projected to require no additional local appropriations beyond their pre-Blueprint baseline in fiscal 2034. Allegany County is only projected to need additional local funds in fiscal 2023. Subsequently, Allegany County's pre-Blueprint local appropriations exceed what is required by the Blueprint legislation. The expected local appropriation amount in Calvert County will also exceed what is required under the Blueprint legislation in fiscal 2032, Harford County in fiscal 2033, and Worcester County in fiscal 2031.

Anne Arundel, Frederick, Queen Anne's, St. Mary's, Washington, and Wicomico counties have gaps in the fiscal years for which additional local appropriations are required. Anne Arundel County requires an additional $1.3 million in fiscal 2023 and then does not again require additional appropriations until fiscal 2032 when it needs an additional $27.6 million above the county's expected local appropriation. Fredrick County will need additional local appropriations in fiscal 2023 through 2029 and then again in fiscal 2033 and 2034. Queen Anne's County will require additional local appropriations in fiscal 2023 through 2026 and again in fiscal 2033 and 2034. As noted above, St. Mary's County is expected to require a small increase in its local

appropriation in fiscal 2025 through 2027 and then again in fiscal 2033 and 2034. Washington County will require additional appropriations in fiscal 2023 and then again from fiscal 2029 onward. Lastly, Wicomico County needs to increase appropriations by $1.2 million in fiscal 2023 and then will not need additional appropriations beyond what is currently anticipated until fiscal 2028.

Five counties (Carroll, Charles, Dorchester, Howard, and Somerset) will not be required to increase their local appropriations in any fiscal year during the 12-year period (fiscal 2023 through 2034), since their projected appropriations under current practices exceed the amount required under the Blueprint legislation.

Local Revenues and Blueprint Growth

At the statewide level, local revenues from income and property taxes are expected to increase at an average annual rate of 3.9% between fiscal 2022 and 2034. The projected growth rates range from 3.1% in Allegany County to 4.4% in Frederick County. Seven jurisdictions are expected to realize growth rates of at least 4.0% during the 12-year period. Three jurisdictions are expected to realize growth rates below 3.5%. In terms of public school funding, the required local school board appropriations under the Blueprint legislation are expected to increase by 2.9% over the same 12-year period. The projected growth rates range from 1.6% in Allegany County to 5.2% in Baltimore City and Talbot County. Five jurisdictions are projected to have growth rates above 4.0%, while four jurisdictions are projected to have growth rates below 2.0%. For many jurisdictions, the projected growth in local revenues over the next 12 years outpaces the required local education funding increases, as shown in **Exhibit 3.7**. The local education funding growth is expected to outpace local revenues in five jurisdictions (Baltimore City and Caroline, Garrett, Kent, and Talbot counties). The gaps are especially large for Baltimore City (1.6 percentage points), Talbot County (1.6 percentage points) and Kent County (1.1 percentage points).

Exhibit 3.7
Comparison in Local Revenue and Blueprint Growth
Fiscal 2022-2034

County	Local Revenues	Blueprint	Difference
Allegany	3.1%	1.6%	1.5%
Anne Arundel	4.1%	3.1%	1.1%
Baltimore City	3.6%	5.2%	-1.6%
Baltimore	3.7%	2.7%	1.1%
Calvert	3.8%	2.8%	1.0%
Caroline	3.8%	4.3%	-0.5%
Carroll	3.8%	1.8%	2.0%
Cecil	4.0%	3.8%	0.3%
Charles	3.9%	2.8%	1.2%
Dorchester	3.5%	2.6%	0.9%
Frederick	4.4%	2.2%	2.2%
Garrett	3.8%	4.2%	-0.4%
Harford	3.8%	1.7%	2.1%
Howard	4.1%	2.0%	2.1%
Kent	3.3%	4.4%	-1.1%
Montgomery	3.8%	2.7%	1.1%
Prince George's	4.3%	3.7%	0.6%
Queen Anne's	4.0%	3.0%	1.0%
St. Mary's	3.8%	2.2%	1.6%
Somerset	3.4%	1.9%	1.5%
Talbot	3.7%	5.2%	-1.6%
Washington	3.6%	2.7%	0.9%
Wicomico	3.7%	3.0%	0.6%
Worcester	4.0%	2.3%	1.7%
Total	**3.9%**	**2.9%**	**1.0%**

Source: Department of Legislative Services

Potential Impact on Property and Income Taxes

In jurisdictions that need to make additional local appropriations under the Blueprint legislation, local property and income taxes are two major sources of income that can be used to fund the increased local appropriations. Property and income taxes are the two largest own-source revenues for county governments, accounting for approximately 90% of local tax revenues. In fiscal 2020, county governments (including Baltimore City) collected $8.9 billion in property taxes

and $6.2 billion in income taxes. Tax collections are based on each jurisdiction's tax rate and local tax base (county assessable base for property taxes and net taxable income for income taxes). The larger the local tax base, the more revenue that can be derived with an increase in the local tax rate. An additional factor influencing local revenue attainment is the growth in the local tax base. Jurisdictions experiencing an above average growth in their tax base may be able to fund additional services within their existing tax rates. The following is a discussion of the potential effects on local property and income taxes resulting from the increased local funding requirements under the Blueprint legislation.

Share of Property and Income Tax Revenues

Local appropriations to the boards of education accounted for 44.5% of total local property and income tax revenues in fiscal 2020. The additional required local funding under the Blueprint legislation represents 0.7% of total local property and income tax revenues in fiscal 2023 and 2.9% in fiscal 2034. The respective increase in each jurisdiction varies considerably depending on both the required increase in the local appropriation and actual tax collections. As shown in **Exhibit 3.8**, the additional required local funding in Baltimore City represents 4.5% of estimated property and income tax collections in fiscal 2023, the highest percentage in the State. By fiscal 2034, the additional required local funding in Baltimore City will represent 9.3% of estimated property and income tax collections, the third highest in the State.

Exhibit 3.8
Total Local Appropriation Increase Under Blueprint Legislation
Percent of Total Local Property and Income Tax Revenue

County	FY 2023	FY 2028	FY 2034
Allegany	0.4%	0.0%	0.0%
Anne Arundel	0.1%	0.0%	2.1%
Baltimore City	4.5%	7.1%	9.3%
Baltimore	0.0%	0.0%	3.5%
Calvert	0.0%	0.1%	0.0%
Caroline	2.0%	4.5%	8.7%
Carroll	0.0%	0.0%	0.0%
Cecil	0.1%	2.8%	6.4%
Charles	0.0%	0.0%	0.0%
Dorchester	0.0%	0.0%	0.0%
Frederick	0.0%	0.1%	0.6%
Garrett	0.0%	1.4%	7.0%
Harford	0.0%	0.4%	0.0%
Howard	0.0%	0.0%	0.0%
Kent	0.0%	5.4%	9.5%
Montgomery	0.0%	0.0%	2.4%
Prince George's	2.0%	2.7%	4.5%
Queen Anne's	0.2%	0.0%	0.4%
St. Mary's	0.0%	0.0%	0.4%
Somerset	0.0%	0.0%	0.0%
Talbot	3.5%	8.2%	14.0%
Washington	1.0%	0.0%	1.3%
Wicomico	0.9%	0.2%	3.0%
Worcester	0.0%	0.2%	0.0%
Total	**0.7%**	**1.1%**	**2.9%**

Source: Department of Legislative Services

By fiscal 2034, the additional local appropriation in 6 counties (outside of Baltimore City) will account for at least 4.5% of total property and income tax collections. Talbot and Kent counties will incur the largest impact, with the additional required local appropriations accounting for 14.0% of total property and income tax collections in Talbot County and 9.5% in Kent County.

Public School Share of County Expenditures

Share of Total County Expenditures

County governments and Baltimore City spent $35 billion on public services in fiscal 2020. On a per capita basis, county expenditures averaged $5,773. Public schools continue to be the largest function of county government, accounting for 46.1% of total county spending in fiscal 2020, as shown in **Exhibit 3.9**. Public schools ranged from 37.6% of total spending in Baltimore City to 60.6% in Washington County. The smaller percentage of spending targeted to public schools in Baltimore City was, in part, a result of the greater need for public safety and public works services. Public safety accounted for 19.2% of Baltimore City's spending, the highest percentage in the State. In addition, public works functions accounted for 17.0% of total spending in the city, the second highest percentage in the State.

Public works is the second largest function of county governments, accounting for 12.24% of total spending. Garrett County, which spends a considerable amount for snow removal, led the State in the percentage of expenditures targeted to public works (17.1%), followed by Baltimore City (17.0%). Public safety is the third largest function of county governments, accounting for 12.22% of total spending. As noted above, Baltimore City led the State in the percentage expended on public safety with 19.2%. Baltimore City was followed by Prince George's County (15.3%) and Charles County (15.2%).

Exhibit 3.9
County Expenditures by Category
Fiscal 2020

County	Public Schools	Public Works	Public Safety	General Government	Community College	Health/ Social Services	Parks and Recreation	Debt Service	Other
Allegany	50.0%	12.0%	9.3%	4.0%	13.2%	5.3%	0.6%	1.5%	4.1%
Anne Arundel	49.3%	11.7%	12.3%	4.7%	4.9%	3.5%	2.2%	6.5%	5.0%
Baltimore City	37.6%	17.0%	19.2%	9.2%	0.0%	5.7%	2.0%	4.1%	5.2%
Baltimore	45.6%	14.2%	10.2%	3.8%	5.5%	2.9%	0.7%	6.8%	10.2%
Calvert	52.2%	8.4%	10.0%	5.6%	3.8%	3.2%	3.1%	3.9%	9.8%
Caroline	59.2%	2.6%	9.7%	2.9%	4.2%	4.5%	1.1%	10.8%	4.9%
Carroll	54.6%	7.5%	8.2%	7.2%	5.2%	3.4%	1.1%	5.4%	7.5%
Cecil	54.3%	7.9%	10.3%	3.9%	7.7%	6.6%	0.8%	4.6%	3.8%
Charles	52.9%	8.8%	15.2%	4.6%	4.9%	2.9%	1.4%	5.6%	3.7%
Dorchester	60.5%	6.1%	10.4%	4.9%	3.2%	5.7%	0.4%	2.8%	6.1%
Frederick	53.3%	9.4%	10.5%	4.5%	4.7%	4.5%	2.0%	6.0%	5.0%
Garrett	40.7%	17.1%	9.9%	5.9%	10.2%	7.5%	0.5%	1.7%	6.5%
Harford	51.8%	11.6%	10.7%	4.6%	5.5%	2.9%	1.5%	5.6%	5.8%
Howard	47.8%	10.6%	11.9%	7.2%	5.4%	3.3%	2.6%	7.2%	4.0%
Kent	42.6%	10.9%	13.6%	8.7%	2.5%	7.9%	2.5%	8.1%	3.2%
Montgomery	42.0%	12.2%	8.9%	7.8%	4.5%	4.5%	2.7%	8.5%	8.9%
Prince George's	45.4%	12.5%	15.3%	5.3%	2.8%	2.1%	4.4%	5.7%	6.3%
Queen Anne's	48.6%	9.7%	12.1%	5.7%	3.6%	5.3%	4.1%	5.9%	4.9%
St. Mary's	53.5%	8.3%	10.5%	11.3%	3.8%	3.3%	2.6%	3.1%	3.5%
Somerset	53.5%	10.8%	7.7%	6.0%	0.3%	6.4%	4.2%	6.0%	5.1%
Talbot	56.0%	9.5%	11.4%	5.5%	4.6%	5.2%	2.4%	2.3%	3.1%
Washington	60.6%	10.0%	10.0%	3.8%	7.3%	2.7%	0.9%	2.6%	2.1%
Wicomico	58.4%	6.2%	9.3%	3.2%	5.6%	7.3%	2.7%	6.2%	1.1%
Worcester	52.8%	8.1%	11.9%	6.2%	3.2%	6.0%	1.0%	4.5%	6.2%
Statewide	**46.1%**	**12.2%**	**12.2%**	**6.2%**	**4.1%**	**3.9%**	**2.3%**	**6.2%**	**6.6%**

Source: *Local Government Finances,* Department of Legislative Services

Local Fiscal Trends

The growth in public school expenditures remained below the average annual growth rates for the other major functions of county governments. As shown in **Exhibit 3.10**, public school expenditures increased at an average annual rate of 2.9% between fiscal 2015 and 2020, whereas public works expenditures increased by 4.0% and public safety expenditures increased by 5.0%. Total county expenditures increased by 3.6% during this period. Public schools accounted for 47.7% of total county expenditures in fiscal 2015 and 46.1% in fiscal 2020.

Exhibit 3.10
County Government Total Expenditures
Fiscal 2015-2020
($ in Millions)

	FY 2015	FY 2020	Avg. Annual Increase
Public Schools	$13,977.8	$16,123.7	2.9%
Public Works	$3,524.6	$4,279.3	4.0%
Public Safety	$3,351.9	$4,270.4	5.0%
Total Expenditures	**$29,275.6**	**$34,953.4**	**3.6%**
Public Schools Share of Total Expenditures	**47.7%**	**46.1%**	

Source: *Local Government Finances,* Department of Legislative Services

When focusing on county operating expenditures, the county contributions to the local boards of education increased at an average annual rate of 2.8% between fiscal 2015 and 2020, as shown in **Exhibit 3.11**. This growth rate was below that for total county operating expenditures (3.2%) and the net county operating expenditures when excluding the local board contributions (3.5%). The local board contributions account for 37.5% of total county operating expenditures in fiscal 2015 and 36.8% in fiscal 2020.

Exhibit 3.11
County Government Operating Expenditures
Fiscal 2015-2020
($ in Millions)

	FY 2015	FY 2020	Avg. Annual Increase
Governmental Operations	$15,545.9	$18,219.6	3.2%
Board Appropriation	$5,835.3	$6,695.9	2.8%
Net Amount	**$9,710.6**	**$11,523.7**	**3.5%**
Board Appropriation Share of Governmental Operations	37.5%	36.8%	

Source: *Local Government Finances,* Department of Legislative Services

Appendix 1. Tax Rate Equivalents

Local Property Tax Rate Equivalents
Required Increase in Local Appropriations
Major Impact Jurisdictions

County	FY 2023	FY 2028	FY 2034	Property Tax Rate FY 2022
Baltimore City	$0.1522	$0.2362	$0.3126	$2.2480
Caroline	0.0346	0.0753	0.1469	0.9800
Garrett	0.0000	0.0227	0.1131	1.0560
Kent	0.0001	0.0893	0.1616	1.0120
Talbot	0.0421	0.0972	0.1675	0.6565

Local Income Tax Rate Equivalents
Required Increase in Local Appropriations
Major Impact Jurisdictions

County	FY 2023	FY 2028	FY 2034	Income Tax Rate CY 2022
Baltimore City	0.4912%	0.7668%	0.9958%	3.20%
Caroline	0.1416%	0.3108%	0.6116%	3.20%
Garrett	0.0000%	0.1675%	0.8183%	2.65%
Kent	0.0005%	0.4724%	0.8030%	3.20%
Talbot	0.2037%	0.4780%	0.8012%	2.40%

Source: Department of Legislative Services

Appendix 2. Property Tax Limitation Measures

Five charter counties (Anne Arundel, Montgomery, Prince George's, Talbot, and Wicomico) have amended their charters to limit property tax rates or revenues. In Anne Arundel County, the total annual increase in property tax revenues is limited to the lesser of 4.5% or the increase in the Consumer Price Index (CPI). In Montgomery County, a real property tax rate that exceeds the real property tax rate approved for the previous year may only be adopted if approved by all members of the county council. In Prince George's County, the general property tax rate is capped at $0.96 per $100 of assessed value. Special taxing districts, such as the Maryland-National Capital Park and Planning Commission, are not included under the tax cap. In Wicomico County, the total annual increase in property tax revenues is limited to the lesser of 2% or the increase in CPI. In Talbot County, the total annual increase in property tax revenues is limited to 2%.

Counties may exceed the charter limitations on local property taxes for the purpose of funding the approved budget of the local boards of education. If a local property tax rate is set above the charter limit, the county governing body may not reduce funding provided to the local board of education from any other local source and must appropriate to the local board of education all of the revenues generated from any increase beyond the existing charter limit. This authority was adopted at the 2012 regular session to ensure that counties have the fiscal ability to meet education maintenance of effort requirements.

In fiscal 2013, Talbot County became the first jurisdiction to exercise this new authority by establishing a $0.026 supplemental property tax rate for the local board of education. In fiscal 2016, Prince George's County became the second county to exercise this authority by enacting a $0.04 supplemental property tax rate to fund its schools. In fiscal 2017, Talbot County again exceeded its charter limit by establishing a $0.0086 supplemental property tax rate for public schools, and Montgomery County exceeded its charter limit through a unanimous vote by the county council. In fiscal 2018, Talbot County exceeded its charter limit by approving a $0.0159 supplemental property tax rate for the board of education. In fiscal 2019, Talbot County's property tax rate exceeded the charter limit by $0.025 with the additional revenue attributable to the rate increase above the tax cap appropriated to the board of education. In fiscal 2020, Anne Arundel County exceeded its charter limit for the first time, enacting a supplemental tax rate of $0.034 for the county board of education. Talbot County also exceeded its charter limit in fiscal 2020, enacting a $0.023 supplemental tax rate for the board of education. For fiscal 2022, Talbot County exceeded its charter limit by enacting a $0.0036 supplemental tax rate for the board of education.

Thomas N. Yeager, County Attorney
5/7/2024
County Commissioners Meeting

Item Summary:
Right Of Way Discussion On Sharp Street

Scott Boone, Director, Information Technology
5/7/2024
County Commissioners Meeting

Item Summary:
Kent County, in partnership with an Internet Service Provider, were awarded $929,100 in funding for the FY24 Home Stretch – Difficult to Serve Properties Grant Program from the Office of Statewide Broadband through the Department of Housing and Community Development known as the "Home Stretch DSP Program." The ISP will contribute $309,700 for a total project amount of $1,238,800.00.

ATTACHMENTS:

Description

05.07.24 Memorandum of Understanding with DHCD, State, and the County Grant Agreement Connect Maryland Home Stretch for Difficult-to-Serve Properties FY24 Grant Application

05.07.24 Broadband Infrastructure Contract Home Stretch Grant, ThinkBig Networks,

Home Stretch Cover

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
OFFICE OF STATEWIDE BROADBAND
HOME STRETCH – DIFFICULT TO SERVE PROPERTIES PROGRAM AGREEMENT

THIS MARYLAND HOME STRETCH – DIFFICULT TO SERVE PROPERTIES PROGRAM ("HS-DSP" or the "Program") GRANT AGREEMENT ("**Agreement**") is entered into as of the Effective Date (as defined herein) by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (the "**Department**"), a principal department of the State of Maryland ("**State**") and COUNTY COMMISSIONERS OF KENT COUNTY (the "**Grantee**"). The Department and the Grantee are each a "**Party**" and may collectively be referred to as the "**Parties**".

RECITALS

A. This Agreement is issued pursuant to the State's appropriation to the Office of Statewide Broadband (the "**Office**") of funding received from the United States Department of the Treasury's Coronavirus Capital Projects Fund (the "**CPF**"), established by Section 604 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 ("**ARPA**"). This federal funding is the sole source of funds for the Program. Therefore, the award made herein is subject to all applicable rules, regulations, and guidance issued by the Treasury related thereto (the "**Regulations**").

B. The purpose of the Program is to bring high-speed internet access to premises that have had difficulty obtaining service due to their remoteness, distance from existing broadband infrastructure, or other geographic issues that have discouraged private internet service providers ("ISP"s) from delivering service.

C. Grantee has submitted an application or applications (collectively, the "**Application**") to the Department, the summary Application Form of which is attached hereto as **Exhibit A**. The remainder of the Application is incorporated into Exhibit A by reference. The Application describes a plan for financing the construction of facilities to connect a presently unserved difficult to reach premise to an existing broadband network, through funding available under the Program.

D. In reliance upon the statements, representations and certifications contained in the Applications, the Department has approved a grant award to Grantee.

E. The provisions of the ARPA applicable to the CPF, the Regulations, the Department's Request for Applications dated October 12, 2023 ("**RFA**"), and the Office's Contracting and Funding Request Procedures Guide, as amended from time to time, (collectively, the "**Program Guides**") are hereby incorporated into this Agreement as if fully restated herein.

F. "**Effective Date**" means the date that this Agreement has been executed by the Department.

AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Grant.

a) The Department will provide Grantee with funds not to exceed **Nine Hundred Twenty-Nine Thousand, One Hundred Dollars ($929,100.00)** (the "**Grant**") to be used as described below.

b) Grantee must use the Grant to carry out the approved activities described in the attached Exhibit A only for eligible unserved location(s) (the "**Project**") approved by the Office. Grantee agrees that it will use the Grant and construct the Project in accordance with the provisions of this Agreement.

c) A maximum of Eight Thousand Dollars ($8,000.00) of the Grant may be applied towards eligible constructions costs per eligible unserved location.

d) Grantee acknowledges that the Project must achieve Minimum Network Requirements. "Minimum Network Requirements" means a minimum internet connectivity of 100 Mbps down and 100 Mbps up with a maximum latency of 50 milliseconds measured at the served subscribers' location, unless the Grantee's partner ISP submits a Certification as to circumstances preventing the ISP from achieving such speeds. Where the partner ISP has certified to its need for exemption and said Certification is an Exhibit to this Agreement, Minimum Network Requirements will mean a minimum internet connectivity that reliably meets or exceeds 100 Mbps download and at least 20 Mbps upload speeds, and be scalable to a minimum of 100 Mbps symmetrical for download and upload speeds based on future technology advances, with a maximum latency of 50 milliseconds measured at the served subscribers' location.

2) Expenditure of Grant Funds.

a) Grantee must expend the Grant in accordance with the budget set forth in Exhibit A and the eligible uses set forth in the RFA and Regulations. Prior to expenditures of the Grant, Grantee must provide the Office with a list of the eligible unserved location addresses (with FCC Fabric ID) that Grantee plans to serve. Grant eligible expenses include capital costs and capital expenses defined as expenses that are capitalized related to the installation or extension of wiring necessary to the deployment of internet facilities capable of delivering wired or wireless service that achieves the Minimum Network Requirements described above to the eligible unserved locations. All grant eligible capital expenditures must be for new, non-depreciated items and electronic equipment necessary to deliver service (including equipment shelters, wireless radio or access points, and antenna), and other capital costs that are directly necessary to provide broadband service to an end user at the eligible unserved locations. No asset purchased with the Grant may be sold or given away except to the extent permitted by the Regulations.

b) Grantee acknowledges that funds provided by the Department under this Agreement must not be used for middle mile infrastructure, acquisition of spectrum licenses, personal equipment or non-connected accessories (e.g., hot spots, laptops, cases, mouse pads, cable clips, laptop bags, tablet stands, wall mounts, charging stations); mobile phones, including smartphones; nor technical support, maintenance costs, or separate costs for warranties and protection plans. Funds also may not be used for operating expenses, expenses related to the provision of telephone or video service that is not necessary for the delivery of high speed internet service, the purchase or construction of towers, land, buildings, tower upgrades, building renovations, tower improvements, or the acquisition of facilities or companies. Grantees must pay all non-capital expenses related to any required state and federal reporting and ongoing administrative costs for

the duration of the Project.

c) Grantee acknowledges that ownership of the equipment purchased with this Grant must be maintained by Grantee or its partner ISP in accordance with the Regulations.

d) Grantee may not expend more than the amount allocated for any category in a Project Budget without the written consent of the Director of the Office.

e) Unless otherwise agreed to in writing by the Director of the Office, Grantee must expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.

3) Commencement and Completion of the Project; Field Review during Construction; Changes.

a) Grantee must commence the Project on or prior to June 1, 2024 ("**Commencement Date**").

b) Grantee must complete the Project no later than December 31, 2025 ("**Completion Date**").

c) The Department, its agents, and its employees must be allowed to field review the Project during construction and upon completion, upon ten (10) calendar days' notice to Grantee. Grantee will bear no responsibility for the State's costs associated with such field review (e.g. hourly wages for Department personnel, travel expenses for Department personnel to Project sites) and Department personnel will comply with all safety protocols at Project sites.

d) The Director of the Office must approve, in writing, all modifications to the scope of work of the Project as well as any modification to the Completion Date or any submission deadlines contained herein. Such changes will not require a formal amendment to this Agreement, so long as they are approved in writing by the Director and do not cause the Grant to exceed the not to exceed amount in Paragraph 1.

e) Grantee must ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits, licenses, and permissions.

f) On or before the Completion Date, Grantee must obtain all certifications, licenses, permits, and approvals necessary for the Grantee to complete its obligations with respect to the Project, including all requirements necessary to operate the Project.

4) Other Funding; Matching Funds Requirement.

a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive additional funds for the Project; (ii) have written commitments to receive additional funds for the Project; or (iii) have already received additional funds for the Project (collectively, the "**Other Funding**"). As **Exhibit D** to this Agreement, Grantee must provide a listing of all such Other Funding, which briefly describes the source of said funds, and where the source is other than the Grantee, must also provide a letter from the source of funds confirming the availability of the funds and setting forth any special conditions or restrictions on their use.

b) Upon request, Grantee must provide the Office with information and documentation in forms acceptable to the Office regarding the Other Funding. Such information and documentation must include, but not be limited to, information concerning Grantee's receipt and expenditure of the Other Funding.

c) Grantee is required to contribute a match towards the Project that is a minimum twenty-five percent (25.0%) of the total eligible capital construction costs to be funded by the Grant (the

"**Match**"). The Match must be available cash; in-kind contributions are not permitted to be used towards the Match. Any exception to this Match requirement must be confirmed in writing by the Director of the Office prior to disbursement of the Grant.

d) In the event the Office determines, in its sole reasonable discretion, that all or any portion of the Other Funding or Match are not available, are not going to be disbursed to Grantee for any reason, or that Other Funding received by Grantee have not been properly expended, the Department may declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

5) Disbursement of the Grant.

a) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of the Grant are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant will be governed by the provisions of this Agreement.

b) After the Effective Date, the Department will disburse the Grant to Grantee on a reimbursement basis as the Project progresses, in accordance with the Program Guides, as amended from time to time. Sufficient Match contributions as described in Section 4(c) above must be available for each reimbursement requested from the Department. Requests for reimbursement must be submitted for all eligible capital construction costs incurred, and the appropriate amount for the Match will be deducted from the total eligible costs by the Department before reimbursement is made.

c) Grantee must submit a request for disbursement consistent with the procedures set forth in the Program Guides. A request for disbursement must identify in detail all eligible expenses incurred and must have attached fiber and speed test results and copies of the supporting invoices and other documentation of such expenses as required by the Office. A request for disbursement must be based on the actual expenses incurred by Grantee for eligible, approved grant activities, and Grantee's actual outlay for eligible, approved Grant activities before any deduction for the Match.

d) Requests for disbursement should be made allowing at minimum thirty (30) calendar days to receive any funding from the Grant. The Department, in its sole reasonable discretion, may, but it not obligated to, disburse funds for eligible costs anticipated to be incurred or costs incurred prior to the Effective Date.

e) The Department will have the right at any time to request that Grantee provide additional reasonable supporting documentation with any request for payment.

f) The Department reserves the right not to disburse any portion of the Grant if, in the Department's determination:

i) Grantee has failed to supply a material fact in a request for disbursement;

ii) Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the Grant;

iii) Grantee has used any portion of the Grant for uses or activities other than the Project, or in a manner inconsistent with the terms and conditions of this Agreement, the Act, the Regulations, and the Program Guides;

iv) Grantee is not performing or completing the Project to which the request for disbursement is related in a manner reasonably satisfactory to the Department; or

v) Grantee is in default under any other term or condition contained in this Agreement.

6) Records, Inspections and Reports.

This Section will survive the term of this Agreement.

a) Records.

i) Grantee must maintain accurate financial records of all transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, **"Records"**). The Records must be in a form acceptable to the Department and sufficient to support the State's production of evidence of compliance with Section 602(c) of the Social Security Act, Treasury's regulations implementing that section, and related guidance issued by Treasury. Grantee must retain the Records for five (5) years following the date of final disbursement of the Grant.

ii) Grantee must make the Grantee's administrative offices, its personnel, whether full-time, part-time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of five (5) years following the date the Department approves final disbursement of the Grant. The Grantee must permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department.

b) Inspections. During the term of this Agreement and for a period of up to five (5) years following the Completion Date, Grantee will permit the Department to monitor the Project) to ensure that it is being carried out in accordance with the terms of this Agreement.

c) Reports.

i) Grantee will provide the Office with interim progress reports in a manner and form to be determined by the Office. The interim progress reports must contain such information as the Department reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Interim Reports must be substantially in the form provided as **Exhibit E**, as may be amended from time to time, and provided quarterly (January 1, April 1, July 1, October 1) within the Project timelines.

ii) Within forty-five (45) calendar days after Grantee completes the Project, Grantee will submit to the Department a final report (the "**Final Report**") in a manner and form to be determined by the Department, that describes the completed Project, the success of the Project, Grantee's plan for ensuring that the Project will provide services and activities that directly enable work, education, and health monitoring for at least five years from the completion of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report must also contain an expense and revenue summary of the Project including the number of premises that gained access to broadband facilities, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report must also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of Grantee, that lists all expenditures relating to the Grant, and all expenditures covered by the Match. In addition, any completed studies, surveys, reports, or other work products, if applicable, must be attached to the Final Report. The Grant will not be considered fully closed out until the Final Report has been submitted to, and accepted by, the Department.

iii) In addition to the requirements set forth above, Grantee must cooperate fully and promptly with the Department as to any and all reporting obligations established by Treasury or the State as they relate to this award, and provide the Department with such additional records, reports, and other documentation as may be required by the Department, or the U.S. Department of the Treasury, or the Office of the Inspector General.

7) Grantee's Certifications. Grantee certifies that:

a) Grantee is a county government of the State of Maryland.

b) The acceptance of the Grant and the entering into of this Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and agreements of Grantee.

c) Grantee has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement, including, but not limited to, legal capacity and authority to own and operate or receive the equipment and services contemplated by the Project, to enter into contracts, and to otherwise comply with applicable statutes and regulations.

d) The representations, statements, and other matters contained in the Applications are and remain true and complete in all material respects. Grantee will notify the Office in writing of any change to the list of eligible unserved location addresses that Grantee plans to serve using the Grant and will advise the Office in writing of any desired changes to the locations to be served.

d) All federal, state, and local government approvals, permits, reviews, and licenses that may be required to accomplish the Project have been obtained or Grantee has reasonable assurances that they will be obtained.

e) Grantee will comply with all applicable laws, regulations, terms, and conditions established by the U.S. Department of the Treasury, the Department, and the State with respect to the use of the Grant.

f) The Project funded under this Agreement will provide services or activities that directly enable work, education, and health monitoring for at least five years after the completion of the Project.

g) Services provided by these Project will include at least one low-cost option offered at speeds that are sufficient for a household with multiple users to simultaneously telework and engage in remote learning.

h) The service provider for its completed Project participates in federal programs that provide low-income consumers with subsidies on broadband internet access services.

i) Grantee has or will comply with all federal funding conditions, including those set forth in the attached **Exhibit B** to the extent applicable to Grantee.

j) Grantee will make a certification acknowledging the prohibition on the use of federal funds for lobbying in the form attached as **Exhibit C**.

k) The activities and expenses being reimbursed by the Department under this Agreement are not subject to reimbursement from other federal or state funding sources, and Grantee has not received nor will Grantee seek reimbursement from any other source for expenses approved for reimbursement under this Agreement.

l) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's applications for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

m) The Grantee, as of the execution of this Agreement, is not in default of any grant agreement, memorandum of understanding, or contract with the State.

8) Default, Repayment and Remedies; Termination.

a) A default under this Agreement will occur if:

i. There is any use of the Grant by Grantee for any purpose other than as authorized by the ARPA, the Regulations, the Program Guides, and this Agreement; or

ii. There is a breach of any covenant, agreement, provision, representation, warranty or certification of Grantee which was made in this Agreement or the Applications, as applicable.

b) If a default as described in Section 8(a)(i) of this Agreement occurs, the Department may demand the immediate repayment from Grantee, and Grantee will immediately repay to the Department any portion of the Grant not expended in accordance with this Agreement.

c) If a default as described in Section 8(a)(ii) occurs, the Department will have the right to declare a default of this Agreement by notice to Grantee and Grantee will have thirty (30) calendar days from the date the Grantee receives the notice to cure the default. If Grantee has not cured the default to the satisfaction of the Department by the conclusion of the 30-day period, this Agreement will terminate at the end of the 30-day period and the Department may demand immediate repayment of the Grant.

d) Notwithstanding the foregoing notice and cure period set forth in Section 8(c), in the event that the U.S. Department of the Treasury requires the repayment of any portion of the Grant received by Grantee, Grantee agrees to seek the necessary local fiscal appropriations and promptly return these Grant funds to the Department.

e) In the event of termination of the Agreement, whether due to default or otherwise:

i. Grantee's authority to request a disbursement will cease and Grantee will have no right, title or interest in or to any of the Grant funds not disbursed; and

ii. The Department may demand the immediate repayment of all or a portion of the Grant which has been disbursed.

f) The Department's remedies may be exercised contemporaneously, and all of such rights will survive any termination of this Agreement.

g) If a default occurs, the Department may at any time proceed to protect and enforce all rights available to the Department under the Regulations, the ARPA, at law or in equity, or by any other appropriate proceedings, which rights and remedies will survive the termination of this Agreement. Furthermore, no failure or delay of the Department to exercise any right, power or remedy consequent upon a default will constitute a waiver of any such term, condition, covenant, certification or agreement or of any such default or preclude the Department from exercising any such right, power or remedy at any later time or times.

9) Indemnification. To the extent permitted by the laws of the State, and subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the "LGTCA") and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time, and except in the event of the Department's negligence or willful misconduct or the negligence or willful misconduct of the Department's officers, agents, employees, successors and assigns, Grantee will indemnify and hold harmless, the Department, its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to willful misconduct in connection with or negligent performance by Grantee (or its officers, agents, employees, successors or assigns) of any of its rights or obligations under this Agreement. If Grantee is a local government, its chief executive officer hereby agrees to use his or her best efforts to include a request in the Annual Budget and Appropriation ordinance to appropriate funds in the event there is an otherwise indemnifiable cost to the Department under this Section.

10) Nondiscrimination, Fair Practices, and Drug and Alcohol Free Certifications:

a) Grantee certifies that it does not discriminate and prohibits discrimination in, and will not exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.

b) Grantee will comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); and Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.

c) Grantee will comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.

11) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement must be in writing. Any such communication, unless otherwise specified, will be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

a) Communications to the Department must be mailed to:

Ronnie Hammond
Director, Office of Statewide Broadband
Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706

with a courtesy copy to: Ronnie.Hammond@maryland.gov

b) Communications to Grantee must be mailed to:

Attn: Shelley L. Heller
County Administrator
County Commissioners of Kent County, MD
400 High Street, Chestertown, MD 21620
with a courtesy copy to: sheller@kentgov.org

and

Thomas N. Yeager, Esquire
Law Office of Thomas N. Yeager
203 Maple Avenue
Chestertown, MD 21620
with a courtesy copy to tyeager@kentgov.org

12) Amendment. Other than as set forth in Section 2(d) and 3(d), this Agreement may not be amended except by a written instrument executed by the Department and Grantee.

13) Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or the amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or any amendments thereto and of signature pages by facsimile or by electronic transmission will constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Without limitation, "electronic signature" will include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. Signatures of the parties transmitted by facsimile or electronic transmission will be deemed to be their original signatures for all purposes.

14) Assignment. This Agreement may not be assigned without the prior written approval of the Department.

15) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.

16) Governing Law. This Agreement will be construed, interpreted, and enforced in accordance with the laws of the State of Maryland without regard to conflict of laws provisions.

17) Term of Agreement. Unless sooner terminated pursuant to Section 8 of this Agreement or by the mutual consent of Grantee and the Department, the term of this Agreement will be from the Effective Date until the proceeds of the Grant have been either disbursed or returned to the Department, all reports and records due by Grantee to the Department have been received and approved by the Department, and there has been a final settlement and conclusion between the Department and Grantee of all issues arising out of the Grant.

18) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

19) Delay Does Not Constitute Waiver. No failure or delay of the Department to exercise any right, power or remedy consequent upon default will constitute a waiver of any such term, condition,

covenant, certification or agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.

20) Notice Regarding Disclosure of Information Relating to the Project.

a) The Department intends to make available to the public certain information regarding the Project and the Grantee.

b) The Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources.

c) The Department may be required to disclose information in response to a request for information made pursuant to the Public Information Act, General Provisions Article, §4-101 et seq. of the Annotated Code of Maryland (the "PIA"). Information that may be disclosed includes, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; the use of funds; the Applications and the sources, amounts and terms of other funding used to complete the Project, including capital contributions or matching funds from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach an Exhibit to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

21) Exhibits.

The following exhibits are a material part of this Agreement and are incorporated herein by reference. In the event of a conflict between this Agreement and the Exhibits, the terms of this Agreement will control.

Exhibit A – Application
Exhibit B – Federal Funding Acknowledgments
Exhibit C – Certification Prohibiting the Use of Federal Funds for Lobbying
Exhibit D – List of Other Funding
Exhibit E – Interim Progress Report
Exhibit F – Certification of Exemption from Standard Minimum Network Requirements (*if applicable*)
Exhibit G – Statement regarding Confidentiality (*if applicable*)

[SIGNATURES ON FOLLOWING PAGE]

WITNESS, the parties hereto have caused this Agreement to be executed under seal by their duly authorized officer(s) as of the Effective Date.

COUNTY COMMISSIONERS OF KENT COUNTY

By: _____(SEAL)
Name: Ronald H. Fithian
Title: President

05/07/24
Date

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

By: _____(SEAL)
Jacob R. Day, Secretary

_____
Date

Approved for form and legal sufficiency,
this _____ day of _____, 2024.

_____
Assistant Attorney General

Maryland
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Exhibit A

CONNECT Maryland
High Speed Internet For A Better Future.

Connect Maryland: Home Stretch for Difficult to Serve Properties

FY24 Grant Application Form

(additional information required – see RFA for all application requirements)

Project Name: Kent County/ThinkBig Networks Home Stretch Grant Application

Applicant Information

Jurisdictional Legal Name (must match W9):
County Commissioners of Kent County

Federal EIN Number: 52-6000974
Attach a copy of your current IRS W-9 Form

Unique Entity ID (SAM.gov) Number: _____

Address:

Street: 400 High Street

City: Chestertown

County: Kent

State: MD Zip: 21620

Project Information

Requested Funding:

Applicant: $0.00

ISP: $309,699.51

State: $929,100.40

Other: _____

Project Total: $1,238,799.91

Maryland
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONNECT Maryland
High Speed Internet For A Better Future.

Difficult to Serve Premises:

Difficult to serve premises benefitting from the funding must be unserved with no locations receiving broadband service at 100Mbps download by 20Mbps upload speeds with latency at or below 50ms.

Grant Speed:

Minimum service speeds of 100 Mbps download by 100 Mbps upload speeds (with exceptions) with a maximum of 50ms latency must be available to all end users provided funding.

Technology used to serve the subscriber:

Check all that apply

- [x] Fiber Optics to the Premise
- [ ] Coax to the Premise
- [ ] Unlicensed Fixed Wireless Frequency Band: _____
- [ ] Licensed Fixed Wireless Frequency Band: _____
- [ ] Other: _____

Number of Difficult to Serve Premises expected to be served:

Premises: 436

Maryland
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONNECT Maryland
High Speed Internet For A Better Future.

LOCAL JURISDICTIONAL APPLICANT

CERTIFICATION OF GRANT APPLICATION REVIEW

I hereby certify that to the best of my knowledge and belief, the information provided in this Application is true and correct. I further certify that I have reviewed the Request for Applications, FY24 Broadband for Difficult to Serve Premises Funding Program documentation including eligibility of costs and expansion areas and have discussed these requirements with our ISP partner.



Signed

12-12-2023
Date

C. Scott Boone
Typed Name

Director
Title

Contact Information

This should be the primary contact for the person coordinating all elements of this application for the Applicant. This is the person the Office will contact with any questions regarding the application.

Name: April Bitter Title: Project Manager

Email: itdirector@kentgov.org Phone: (410) 810-2211

Maryland
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONNECT Maryland
High Speed Internet For A Better Future.

LOCAL JURISDICTIONAL ISP PARTNER

CERTIFICATION OF GRANT APPLICATION REVIEW

I hereby certify that I am partnering with the Local Jurisdictional Applicant to provide the service outlined in the Application and have reviewed the Request for Applications, FY24 Broadband for Difficult to Serve Premises Funding Program documentation including eligibility of costs and expansion areas and have discussed these requirements with our Local Jurisdictional Partner. I further certify that I have reviewed the project capital budget, proposed project area, network design and construction and project schedule proposed in the Application and am in agreement with them.

Signed _____ *Date* 12/12/23

Du Anna Sabin
Typed Name

CEO
Title

Contact Information

This should be the primary contact for the person coordinating all elements of this application for the ISP Partner. This is the person the Office will contact with any questions regarding the application.

Name: Mark R. Wagner Title: COP

Email: mwagner@thinkbignets.com Phone: (443) 677-6728

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
OFFICE OF STATEWIDE BROADBAND
HOME STRETCH – DIFFICULT TO SERVE PROPERTIES PROGRAM

EXHIBIT B
CERTAIN FEDERAL FUNDING CONDITIONS

Federal regulations applicable to this sub-award include, without limitation, the following:

A. 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all prospective and present sub-grantees (this includes all levels of funding) who receive more than $100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.

B. "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than $100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.

C. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this sub-award and subject to such exceptions as may be otherwise provided by Treasury, such as those included in Treasury's SLFRF and CPF Supplementary Broadband Guidance dated May 17, 2023.

The Grantee shall submit audits in accordance with 2 C.F.R 200, Subpart F – Audit Requirements, if applicable. 2 CFR 200, Subpart F, Audit Requirements requires that Grantees which expend a total of $750,000 or more in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. and the Office of Management and Budget (OBM) 2 CFR 200, Subpart F. An electronic copy of all Grantee audits performed in compliance with 2 CFR 200, Subpart F shall be forwarded within thirty (30) days of report issuance to the Office of Statewide Broadband for review.

D. All sub-recipients of federal funds must comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (E).

E. Recipients of $10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (D). Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be

prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of $50,000 or more.

This clause must appear in subcontracts of $10,000 or more:

1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

3) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the [federal] Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

F. All sub-recipients agree to comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin. Access to Services for Persons with Limited English Proficiency.

G. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Sub-recipient understands that denying a person access to its programs, services, and activities because of LEP

is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Sub-recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in its programs, services, and activities.

H. There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

I. National Defense Authorization Act of 2019 (NDAA). The NDAA prohibits the use of federal funds to cover the cost of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or critical technology as part of any system. Section 889 of the NDAA defines "covered telecommunications or services" to mean telecommunications and video surveillance equipment or services produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). "Covered telecommunications equipment or services" also includes telecommunications or video surveillance equipment or services provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity that is owned or controlled by the government of a covered foreign country, i.e. The Republic of China.

J. Clean Air Act. The sub-recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The sub-recipient agrees to report each violation to the Office of Statewide Broadband and understands and agrees that the Office will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office. The sub-recipient agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

K. Federal Water Pollution Control Act. The sub-recipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The sub-recipient agrees to report each violation to the Office of Statewide Broadband and understands and agrees that the Office will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office. The sub-recipient agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

L. Hatch Act. Sub-recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
OFFICE OF STATEWIDE BROADBAND
HOME STRETCH – DIFFICULT TO SERVE PROPERTIES PROGRAM

EXHIBIT C
CERTIFICATION PROHIBITING THE USE OF FEDERAL FUNDS FOR LOBBYING

Grantee hereby certifies that to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. Undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

The County Commissioners of Kent County, MD
Full Name of Entity Making this Certification

By: Ronnie Thomas
Authorized Signature for Entity

05/07/24
Date

Ronald H. Fithian, President
Printed Name and Title

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
OFFICE OF STATEWIDE BROADBAND
HOME STRETCH – DIFFICULT TO SERVE PROPERTIES PROGRAM

EXHIBIT D
OTHER FUNDING

In addition to the State funding under this Grant, Other Funding for the Project will be provided by the following:

SOURCE: **ThinkBig Networks, LLC via Shore United Bank**
AMOUNT: **$309,700.00**
CONDITIONS (describe any conditions on the use of the additional funding here, or attach letter from the funding source identifying conditions on use if available):
See attached funding letter

SOURCE: _____
AMOUNT: _____
CONDITIONS (describe any conditions on the use of the additional funding here, or attach letter from the funding source identifying conditions on use if available): _____

SOURCE: _____
AMOUNT: _____
CONDITIONS (describe any conditions on the use of the additional funding here, or attach letter from the funding source identifying conditions on use if available): _____

SOURCE: _____
AMOUNT: _____
CONDITIONS (describe any conditions on the use of the additional funding here, or attach letter from the funding source identifying conditions on use if available): _____

Shore United Bank

Good things are happening here.®

April 19, 2024

To Whom It May Concern:

Our Shore United Bank customer, ThinkBig Networks, LLC has a checking account ending in 7088 with matching funds in the amount of $309,700.

If you have any question, you can reach me at 410-810-0591.

Very truly yours,

Diane S Brandt
Vice President

18 E. DOVER STREET • EASTON, MARYLAND 21601
TEL 410.822.1400 WEB shoreunitedbank.com

SHORE BANCSHARES
COMMUNITY of COMPANIES

Maryland
DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

OFFICE OF STATEWIDE BROADBAND

WES MOORE
Governor
ARUNA MILLER
Lt. Governor
JACOB R. DAY
Secretary
OWEN McEVOY
Deputy Secretary

Exhibit E

Quarterly Progress Reports for Network Infrastructure Projects

In accordance with your grant agreement with DHCD, you are required to provide interim progress reports to the Office of Statewide Broadband (Office):

"On January 1, April 1, July 1, and October 1 of each year during the term of this Agreement, Grantee shall provide the Office with interim progress reports in a manner and form to be determined by the Office. The interim progress reports shall contain such information as the Office requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Grantee shall ensure that each interim progress report is received by the Office no later than ten (10) working days after the due date."

> *Exact language may vary depending on the award year of your project, but each agreement's reporting requirement is essentially the same.*

The following information is being requested by the Office. The report should be formatted with each of the below items included as a heading to ease review. Reports should be submitted as a searchable pdf.

1. The report header should identify:
    - Company name, project name, fiscal year of award, and applicable reporting period.
2. Executive Summary (briefly summarize project work to date)
3. Work Accomplished:
    - A description of the activities completed during the reporting period and the remaining work to be done, including the number of households/businesses connected, network upgrades, equipment installations, and any other related activities;
    - Any additional work completed outside of the original scope of work necessary to support, supplement or impacts the scope of work of the project;
    - Any changes made to the Project and how they impact the timeline or budget; and
    - Milestones reached with an indication of the milestones impact on the application timeline as submitted. If the project has not met the milestone(s) shown in the

application timeline, provide a revised timeline that shows completion within the 3-year award period.

4. Problems Encountered:
    - A description of any issues or challenges faced during the reporting period, such as material or equipment shortages, construction delays, or weather-related setbacks. Include:
        - The steps taken to address and resolve the issue(s); and
        - Potential solutions to any ongoing issue(s).
5. Expenditures:
    - Summary accounting of all costs incurred during the reporting period, including the amount spent on equipment, labor, and materials by budget category;
    - Any deviations from the original budget categories in the application Schedule F2 and the reasons for the changes; and
    - Current grant balance based on total expenditures to date and grant/match percentages.
6. Risk Assessment:
    - Any potential risks or challenges that may arise Include:
        - A description of the mitigation strategies implemented to manage those risks.
7. Performance Metrics:
    - Summary of the performance metrics used to measure progress and success including:
        - The number of households/businesses passed
        - The number of households/businesses connected
        - List of households/businesses connected including their address and FCC Fabric ID
        - Adoption rate
        - Construction completion rate (Miles per quarter); and
        - Quality of service as measured by the download and upload speeds, latency, packet loss, jitter, uptime, and outage response times.
8. Future Plans:
    - Summary of the upcoming activities planned for the next reporting period, including a timeline of key events and milestones; and
    - Description of any changes to the project plan or budget anticipated for future reporting periods.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
OFFICE OF STATEWIDE BROADBAND
HOME STRETCH – DIFFICULT TO SERVE PROPERTIES PROGRAM

EXHIBIT F
ISP Certification

Note: If the Project cannot deliver minimum network speeds at 100 Mbps down and up, the ISP must submit the certification below on company letterhead, as an attachment to this EXHIBIT G cover sheet. Failure to provide a certification with sufficient justification to support divergence from the U.S. Treasury's symmetrical 100 up/down standard will result in the ISP being required to comply with the 100 up/down standard in order to be eligible for any match or reimbursement funding.

Project Title: [*Insert title*]
Local Jurisdiction Partner: [*Insert name*]

This is to certify, to the best of undersigned's knowledge, professional experience, and belief, that the above-referenced broadband investment project cannot practically deliver service speeds of 100 Mbps down and 100 Mbps up, by reason of the following (*select at least one*):

___ Geography
___ Topography
___ Excessive Costs

Rationale (*this section must be completed; additional pages may be attached if needed*):

_____

_____

_____

_____

(***ISP***) understands that if granted an exemption from the 100/100 standard, this project will nonetheless be expected to be designed to deliver, upon project completion, service that reliably meets or exceeds 100 Mbps download and at least 20 Mbps upload speeds, and be scalable to a minimum of 100 Mbps symmetrical for download and upload speeds based on future technology advances.

(***ISP***) further acknowledges that this certification is a material representation of fact upon which reliance was placed by the State of Maryland in approving either its or the above-referenced Local Jurisdiction Partner's application for funding regarding this project.

_____ _____

NOT APPLICABLE

Authorized signature for ISP Date

Printed Name and Title

NOT APPLICABLE

BROADBAND INFRASTRUCTURE CONTRACT
HOME STRETCH GRANT

THIS BROADBAND INFRASTRUCTURE CONTRACT (this "**Contract**") is entered into as of the Effective Date (as defined herein) by and between The County Commissioners of Kent County, Maryland (the "**County" and/or "Grantee"**) and ThinkBig Networks, LLC ("**ThinkBig**" and/or "**General Contractor**") collectively referred to as "**the Parties.**"

RECITALS

A. This Contract is issued pursuant to the County Commissioners' appropriation of grant funds awarded by the Office of Statewide Broadband (the "Office") under the Department of Housing and Community Development (the "Department") of funding received from the United States Department f he Treasury's Coronavirus Capital Projects Fund (the "CPF"), established by Section 604 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 ("ARPA"). This federal funding is the sole source of funds for the Program. Therefore, the award made herein is subject to all applicable rules, regulations, and guidance issued by the Treasury related thereto (the "**Regulations**").

B. The purpose of the Program is to bring high-speed internet access to premises that have had difficulty obtaining service due to their remoteness, distance from existing broadband infrastructure, or other geographic issues that have discouraged private internet service providers ("ISP"s) from delivering service.

C. The County Commissioners of Kent County support the mission of the Office generally and, in particular, to deliver broadband internet those with difficulty obtaining service due to their remoteness, distance from existing broadband infrastructure, or other geographic issues. The County has agreed to act as a "pass-through" for funding.

D. Grantee submitted an application in partnership with ThinkBig on December 12, 2023 (the "**Application**") to the Office, the summary Application Form of which is attached hereto as **Exhibit A**. The remainder of the Application is incorporated into Exhibit A by reference. The Application describes a plan for financing the construction of facilities to connect a presently unserved difficult to reach premise to an existing broadband network, through funding available under the Program.

E. ThinkBig was the only ISP to submit a proposal to the County.

F. The Office approved a grant award to Grantee on February 28, 2024.

G. "**Effective Date**" means the date that this Contract has been approved and executed by the County.

CONTRACT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Contract, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the County and ThinkBig agree as follows:

1) Grant.

   a) In consideration of the various obligations to be undertaken by ThinkBig pursuant to this Contract, the County agrees to provide ThinkBig with funds not-to-exceed **Nine Hundred Twenty-Nine Thousand, One Hundred Dollars ($929,100.00)** (the "**Grant**") to be used as described below.

   b) ThinkBig must use the Grant to carry out the approved activities described in the attached **Exhibit A** only for eligible unserved location(s) (the "**Project**") approved by the Office. ThinkBig agrees that it shall use the Grant and construct the Project in accordance with the provisions of this Contract.

   c) A maximum of Eight Thousand Dollars ($8,000.00) of the Grant may be applied towards eligible constructions costs per eligible unserved location.

   d) ThinkBig acknowledges that the Project must achieve Minimum Network Requirements. "Minimum Network Requirements" means a minimum internet connectivity of 100 Mbps down and 100 Mbps up with a maximum latency of 50 milliseconds measured at the served subscribers' location, unless the ThinkBig submits a Certification as to circumstances preventing ThinkBig from achieving such speeds. Where the partner ISP has certified to its need for exemption and said Certification is an Exhibit to this Agreement, Minimum Network Requirements will mean a minimum internet connectivity that reliably meets or exceeds 100 Mbps download and at least 20 Mbps upload speeds, and be scalable to a minimum of 100 Mbps symmetrical for download and upload speeds based on future technology advances, with a maximum latency of 50 milliseconds measured at the served subscribers' location.

   e) ThinkBig shall adhere to all contracting procedures outlined in the Office's Contracting and Funds Request Procedures Guide attached hereto as **Exhibit B**.

   f) ThinkBig agrees to make available to Kent County twelve (12) strands of fiber for access to potential anchor sites along County or State easements. In the event the County has a need for fiber access, a Master Service Agreement and IRU shall be executed at that time.

2) Expenditure of Funds.

   a) ThinkBig acknowledges that funds must be expended pursuant to the Department of Housing Community Development Office of Statewide Broadband Home Stretch – Difficult to Serve Properties Program Agreement attached hereto as **Exhibit C.**

   b) ThinkBig acknowledges that ownership of the equipment purchased with this Grant must be maintained by the ISP in accordance with the Regulations.

c) ThinkBig may not expend more than the amount allocated for any category in a Project Budget without the written consent of the Director of the Office and by the County.

d) Unless otherwise agreed to in writing by the Director of the Office, the County and ThinkBig must expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.

e) All funds shall be expended on or before the Completion Date (as defined in Section 3(b) of this Contract).

f) All costs incurred by ThinkBig before the Effective Date and before approval by the County of the release of funds are incurred voluntarily, at ThinkBig's risk and upon its own credit and expense, and ThinkBig's authority to be reimbursed from the funds shall be governed by the provisions of this Contract.

3) Commencement and Completion of the Project; Changes.

a) ThinkBig shall commence the Project on or after June 1, 2024 ("**Commencement Date**").

b) ThinkBig shall complete the Projects no later than December 31, 2025 ("**Completion Date**").

c) The County, its agents, and its employees shall be allowed to inspect the Project during construction and upon completion.

d) The Office its agents, and its employees must be allowed to field review the Project during construction and upon completion, upon ten (10) calendar days' notice to County and ThinkBig.

e) All modifications to the scope of work of the Project as well as any modification to the Completion Date or any submission deadlines contained herein shall be requested in writing and approved by the County and the Office.

f) ThinkBig must ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits, licenses and permissions. ThinkBig shall supply Kent County Information Technology copies of all permits.

g) On or before the Completion Date, ThinkBig must obtain all certifications, licenses, permits, and approvals necessary for the Grantee to complete its obligations with respect to the Project, including all requirements necessary to operate the Project.

h) On or before the Completion Date, ThinkBig shall obtain all certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.

4) Disbursement of the Funds and Performance.

a) After the Effective Date, the County will disburse funds to ThinkBig on a reimbursement basis as the Projects progress. ThinkBig shall submit a request for payment in a manner and form approved by County and the Office. A request for payment shall identify in detail all expenses incurred for which reimbursement is being sought and shall have attached copies of the supporting invoices and

other documentation of such expenses. Sufficient Match contributions as described in Section 4(c) of the attached Program Agreement must be available for each reimbursement requested from the Office. Requests for reimbursement must be submitted for all eligible capital construction costs incurred, and the appropriate amount for the Match will be deducted from the total eligible costs by the Office before reimbursement is made.

b) ThinkBig must submit a request for disbursement consistent with the procedures set forth in the Program Guides. A request for disbursement must identify in detail all eligible expenses incurred and must have attached fiber and speed test results and copies of the supporting invoices and other documentation of such expenses as required by the Office. A request for disbursement must be based on the actual expenses incurred by ThinkBig for eligible, approved grant activities, and ThinkBig's actual outlay for eligible, approved Grant activities before any deduction for the Match.

c) A copy of the canceled check to any vendor, including subcontractors, shall also be submitted as documentation. The County shall not reimburse for work until it is completed by Thinkbig or a subcontractor of their choice.

d) Requests for payment will be paid within thirty (30) calendar days from the funds. The request for payment shall not exceed the eligible costs incurred and approved by the County.

e) ThinkBig will immediately acquire fiber optic cable, conduit, hand holes, and splice cases necessary for the construction of the network and will submit invoices for this equipment to County, such invoices to be paid within 30 days of receipt after approval from the Office.

f) The County reserves the absolute right to conduct such investigations as it deems necessary to assist in the evaluation of the ThinkBig and to establish the experience, responsibility, reliability, references, reputation, business ethics, history, qualifications and financial ability of the ThinkBig to perform its duties as the General Contractor. The purpose of such investigation is to satisfy the County that the ThinkBig has the experience, resources and commercial reputation necessary to perform the work and support any warranties in the prescribed manner and time.

5) Records, Inspections and Reports.

Sections 5(a) and 5(b) shall survive the term of this Contract.

a) Records.

i) ThinkBig shall maintain accurate financial, management, programmatic and other records of the ThinkBig, including meeting minutes of ThinkBig's governing body, if applicable, for transactions relating to the receipt and expenditure of the funds and administration of the Project (collectively, **"Records"**). ThinkBig shall retain the Records for five (5) years following the date the County approves the Final Report and disbursement described in Section 5(c) below.

ii) ThinkBig shall make the ThinkBig's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the County for inspection upon request during the term of the Contract and for a period of five (5) years following the date the County approves the Final Report and disbursement.

iii) ThinkBig shall cause to be maintained for the County's inspection the books, accounts, and records of contractors in connection with the Project for five (5) years past the date of termination of the contractual relationship related to the project between the contractor and ThinkBig.

b) Inspections. During the term of this Contract and for a period of five (5) years following the Completion Date, ThinkBig shall permit the County and the Office to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Contract.

c) Report.

i) ThinkBig shall provide the County with interim progress reports in a manner and form to be determined by the Office. The interim progress reports must contain such information as the Department reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Interim Reports must be substantially in the form provided as Exhibit E to the Program Agreement, as may be amended from time to time, and provided quarterly (January 1, April 1, July 1, October 1) within the Project timelines.

ii) Within forty-five (45) calendar days after ThinkBig completes the Project, ThinkBig shall submit to the County a final report (the "**Final Report**") in a manner and form to be determined by the County that describes the completed Project, the success of the Project including the number of homes and businesses that gained access to broadband facilities, any problems encountered in completing the Project, and such other information as the County requires. The Report should include ThinkBig's plan for ensuring that the Project will provide services and activities that directly enable work, education and health monitoring for at least five (5) years from the Completion Date. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of ThinkBig, that lists all expenditures relating to the Funds. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.

ii) In addition to the requirements set forth above, ThinkBig shall provide the County and the Office with such additional records, reports, and other documentation as may be reasonably required by the County, the Office, or the U.S. Department of Treasury, or the Office of the Inspector General.

6) ThinkBig's Certifications. ThinkBig certifies that:

a) ThinkBig is an active limited liability company in good standing and is authorized to do business in the State of Maryland.

b) The acceptance of the Funds and the entering into the Contract have been duly authorized, executed, and delivered by ThinkBig, and are the valid and legally binding acts and Contracts of ThinkBig.

c) ThinkBig has the requisite power and authority to enter into and carry out the transactions contemplated by this Contract, including, but not limited to, legal capacity and authority to own and operate the project, to enter into contracts, and to otherwise comply with applicable statutes and regulations.

d) Prior to the commencement of the Project, ThinkBig has obtained or will obtain all federal, state,

and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.

e) ThinkBig has not been, nor currently is, the subject of an investigation by any federal, state, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

f) The Project funded under this Contract will provide services or activities that directly enable work, education, and health monitoring for at least five (5) years after the completion of the Project.

g) Services provided by this Project will include at least one low-cost option offered at speeds that are sufficient for a household with multiple users to simultaneously telework and engage in remote learning.

h) ThinkBig certifies that it participates in federal programs that provide low-income consumers with subsidiaries on broadband internet access services.

i) ThinkBig has or will comply with all federal funding conditions, including those set forth in Exhibit B attached to the Program Agreement to the extent applicable to Grantee.

j) The activities and expenses being reimbursed by the County and the Office under this Agreement are not subject to reimbursement from other federal or state funding sources, and ThinkBig has not received, nor will ThinkBig seek reimbursement from any other source for expenses approved for reimbursement under this Contract.

7) Default, Repayment and Remedies; Termination.

a) A default under this Contract will occur if:

i. There is any use of the Grant by ThinkBig for any purpose other than as authorized by the ARPA, the Regulations, the Programs Guides or the Program Agreement; or

ii. There is a breach of any covenant, agreement, provision, representation, warranty or certification of ThinkBig which was made in this Contract or the Application, as applicable.

b) If a default as described in Section 7(a)(i) of this Contract occurs, the County may demand the immediate repayment from ThinkBig, and ThinkBig shall immediately pay to the County any portion of the Grant not expended in accordance with this Contract.

c) If a default as described in Section 7(a)(ii) occurs, the County will have the right to declare a default of this Contract by notice to ThinkBig and ThinkBig will have thirty (30) calendar days from the date ThinkBig receives the notice to cure the default. If ThinkBig has not cured the default to the satisfaction of the County by the conclusion of the 30-day period, this Contract will terminate at the end of the 30-day period and the County may demand immediate repayment of the Grant.

d) Notwithstanding the foregoing notice and cure period set forth in Section 7(c), in the event that the U.S. Department of the Treasury requires the repayment of any portion of the Grant received by ThinkBig, ThinkBig agrees to seek the necessary local fiscal appropriations and promptly return these Grant funds to the County.

e) In the event of termination of the Contract, whether due to default or otherwise:

   a. ThinkBig's authority to request a disbursement will cease and ThinkBig will have no right, title or interest in or to any of the Grant funds not disbursed; and

   b. The County may demand the immediate repayment of all or a portion of the Grant which has been disbursed.

f) The County's remedies may be exercised contemporaneously, and all such rights will survive any termination of this Contract.

g) If a default occurs, the County may at any time proceed to protect and enforce all rights available to the County under the Regulations, the ARPA, at law or in equity, or by any other appropriate proceedings, which rights and remedies will survive the termination of this Contract. Furthermore, no failure or delay of the County to exercise any right, power or remedy consequent upon a default will constitute a waiver of any such term, condition, covenant, certification or agreement or of any such default or preclude the County from exercising any such right, power or remedy at any later time or times.

8) Indemnification. To the extent permitted by the laws of the State, and subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the "LGTCA") and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time, and except in the event of the County's negligence or willful misconduct or the negligence or willful misconduct of the County's officers, agents, employees, successors and assigns, ThinkBig will indemnify and hold harmless, the County, its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to willful misconduct in connection with or negligent performance by ThinkBig (or its officers, agents, employees, successors or assigns) of any of its rights or obligations under this Contract.

9) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Contract shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, emailed, postage prepaid, addressed as follows:

a) Communications to the County shall be mailed to:

Shelley L. Heller, County Administrator
400 High Street
Chestertown, MD 21620
sheller@kentgov.org

With a copy to:

Thomas N. Yeager, Esquire, County Attorney
Law Office of Thomas N. Yeager
203 Maple Avenue
Chestertown, MD 21620
tyeager@kentgov.org

b) Communications to ThinkBig shall be mailed to:

Attn:

Dee Anna Sobczak, CEO
ThinkBig Networks
P.O. Box 1388
Brooklandville, MD 21022

And

Emailed to:

Dsobczak@thinkbignets.com

10) Execution. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. The exchange of copies of this Contract and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

11) Entire Contract. This Contract constitutes the entire Contract between the parties and supersedes all prior oral and written Contracts between the parties hereto with respect to the Funding.

12) Governing Law. This Contract shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland without regard to conflict of laws provisions.

13) Term of Contract. Unless sooner terminated pursuant to the terms of this Contract or extended by an amendment to the Contract, this Contract shall be effective as of the Effective Date and shall remain in effect until the County's receipt and approval of the Final Report and disbursement signifying the adequate completion of the Project.

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WITNESS the hands and seals of the County and the ThinkBig.

THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

Ronnie Fithian (seal)

Ronald H. Fithian
(Print Name)

President
(Title)

05/07/24
(Date)

THINK BIG NETWORKS, LLC

(seal)

DeAnna Sobczak
(Print Name)

CEO
(Title)

4/24/24
(Date)

Approved for form and legal sufficiency,
this 7th day of May, 2024.

Thomas N. Yeager
County Attorney, Kent County, Maryland

Exhibits:

Exhibit A – Application Form
Exhibit B – Contracting and Funds Request Procedures Guide
Exhibit C – Home Stretch Difficult to Serve Properties Program Agreement (with Exhibits)

Exhibit A to Broadband Contract

Maryland
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONNECT Maryland
High Speed Internet For A Better Future.

Connect Maryland: Home Stretch for Difficult to Serve Properties

FY24 Grant Application Form

(additional information required – see RFA for all application requirements)

Project Name: Kent County/ThinkBig Networks Home Stretch Grant Application

Applicant Information

Jurisdictional Legal Name (must match W9):
County Commissioners of Kent County

Federal EIN Number: 52-6000974
Attach a copy of your current IRS W-9 Form

Unique Entity ID (SAM.gov) Number: _____

Address:

Street: 400 High Street

City: Chestertown

County: Kent

State: MD Zip: 21620

Project Information

Requested Funding:

Applicant: $0.00

ISP: $309,699.51

State: $929,100.40

Other: _____

Project Total: $1,238,799.91

Maryland
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONNECT Maryland
High Speed Internet For A Better Future.

Difficult to Serve Premises:

Difficult to serve premises benefitting from the funding must be unserved with no locations receiving broadband service at 100Mbps download by 20Mbps upload speeds with latency at or below 50ms.

Grant Speed:

Minimum service speeds of 100 Mbps download by 100 Mbps upload speeds (with exceptions) with a maximum of 50ms latency must be available to all end users provided funding.

Technology used to serve the subscriber:

Check all that apply

- [x] Fiber Optics to the Premise
- [ ] Coax to the Premise
- [ ] Unlicensed Fixed Wireless Frequency Band: _____
- [ ] Licensed Fixed Wireless Frequency Band: _____
- [ ] Other: _____

Number of Difficult to Serve Premises expected to be served:

Premises: 436

Maryland
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONNECT Maryland
High Speed Internet For A Better Future.

LOCAL JURISDICTIONAL APPLICANT

CERTIFICATION OF GRANT APPLICATION REVIEW

I hereby certify that to the best of my knowledge and belief, the information provided in this Application is true and correct. I further certify that I have reviewed the Request for Applications, FY24 Broadband for Difficult to Serve Premises Funding Program documentation including eligibility of costs and expansion areas and have discussed these requirements with our ISP partner.



Signed

12-12-2023
Date

C. Scott Boone
Typed Name

Director
Title

Contact Information

This should be the primary contact for the person coordinating all elements of this application for the Applicant. This is the person the Office will contact with any questions regarding the application.

Name: April Bitter Title: Project Manager

Email: itdirector@kentgov.org Phone: (410) 810-2211

Maryland
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONNECT Maryland
High Speed Internet For A Better Future.

LOCAL JURISDICTIONAL ISP PARTNER

CERTIFICATION OF GRANT APPLICATION REVIEW

I hereby certify that I am partnering with the Local Jurisdictional Applicant to provide the service outlined in the Application and have reviewed the Request for Applications, FY24 Broadband for Difficult to Serve Premises Funding Program documentation including eligibility of costs and expansion areas and have discussed these requirements with our Local Jurisdictional Partner. I further certify that I have reviewed the project capital budget, proposed project area, network design and construction and project schedule proposed in the Application and am in agreement with them.

Signed _____ *Date* 12/12/23

Typed Name DeAnna Schick

Title CEO

Contact Information

This should be the primary contact for the person coordinating all elements of this application for the ISP Partner. This is the person the Office will contact with any questions regarding the application.

Name: Mark R. Wagner Title: COP

Email: mwagner@thinkbignets.com Phone: (443) 677-6728

Maryland
DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

CONNECT Maryland
High Speed Internet For A Better Future.

OFFICE OF STATEWIDE BROADBAND

Contracting and Funds Request Procedures Guide

Updated March 31, 2024

GENERAL

This guide implements and explains the provisions of the Grant Agreement containing the requirements and procedures to be followed by an Awardee performing work to be financed with DHCD grant funds. The Awardee shall maintain accounting and plant records sufficient to document the cost and location of all construction and to support expenses and disbursements. The Grant Agreement also contains provisions regarding disbursement of broadband funds. This document also implements certain provisions by setting forth requirements and procedures to be followed by the Awardees in obtaining funds.

ABBREVIATIONS

For purpose of this guide:

DHCD stands for the Maryland Department of Housing and Community Development.

OSB stands for the Office of Statewide Broadband.

Program stands for the Network Infrastructure Grant Program.

DEFINITIONS

For purposes of this guide:

Application means the Broadband Infrastructure Grant Program application submitted by the Awardee and approved by DHCD.

Award means any broadband award made by DHCD.

Award documents mean the grant agreement, exhibits, and application guide and application covering an award made on behalf of OSB by DHCD.

Award funds means funds provided on behalf of OSB by DHCD thorough an award.

Awardee means any organization that has received funding on behalf of OSB from DHCD.

Broadband Service means the minimum transmission rate as defined in the program application guide under which the award was made.

Closeout documents mean the documents required to certify satisfactory completion of all obligations under the Grant Agreement.

Contract means the agreement between the Awardee and an independent contractor covering the purchase and/or installation of equipment or the construction of facilities to deliver broadband services for an Awardee's system.

Contract work means any work performed pursuant to a contract.

Deposit account means an account into which all DHCD reimbursement funds are deposited.

DHCD means the Department of Housing and Community Development; an agency of the State of Maryland.

Engineer means a person registered as an engineer in Maryland, or a person on the Awardee's staff authorized by OSB to perform engineering services.

OSB means the Governor's Office of Rural Broadband, a part of the Governor's Office housed at DHCD.

In-house engineering means any engineering services performed by the Awardee's staff.

In-house work means any work performed by the Awardee's employees, pursuant to its work order procedure, with the Awardee furnishing all materials, equipment, tools, and transportation.

Interim work means any work that commences after an application has been submitted to DHCD and OSB but prior to releases of award funds.

Outside plant means the part of the network that is physically located outside of the network operations buildings. This includes cable, conduits, poles and other supporting structures and certain other associated equipment items.

Plans and specifications means a copy of the appropriate contract, the specifications, and such additional information and documents needed to provide a clear, accurate, and complete understanding of the work to be performed. If utilizing in-house work, it means the plans and specifications utilized by the in-house crews to complete the work.

Reimbursement means transferring funds from DHCD to the Awardee's deposit account.

Subcontract means a secondary contract undertaking some of the obligations of a primary contract.

System design means the system described in the approved Application.

Work means any purchase of equipment, software and/or installation, if applicable; construction of facilities; or professional services.

CONTRACTING PROCEDURES

I. GENERAL

All work must conform to the Application, as approved by OSB and/or DHCD. No construction and/or installation activities shall commence until all necessary local, state and federal requirements have been satisfied.

All work performed prior to the submission of an application to OSB will not be eligible for funding. In addition, only new materials and equipment may be financed with award funds, unless otherwise approved in writing by OSB.

A. Interim Work

Once OSB has received an application, the applicant may proceed with interim work. However, this should not be construed as a commitment that OSB will approve the application. To ensure that interim work is eligible for reimbursement with award funds, the Awardee must comply with all the procedures in this Guide, including the following requirements:

1. Titles VI and VII of the Civil Rights Act of 1964, as amended;
2. Title 20 of the State Government Article, Annotated Code of Maryland, as amended;
3. The Department's Minority Business Enterprise Program, as amended;
4. The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order; and
5. The Americans with Disabilities Act of 1990, as amended.

B. Contracts

The Awardee must use a contract to perform all work other than in-house work. A copy of all approved contracts shall be provided to OSB within 10 days of its final execution. Work performed under contract will not be reimbursed if, in DHCD's or OSB's judgment:

1. The contract is for work not covered in the approved Application, or is not for an Eligible Purpose;
2. The contract terms and conditions, are vague, inadequate, or unreasonable; or
3. The contract presents an unacceptable security risk to DHCD or OSB.

C. Contract Amendments

The Awardee shall obtain OSB approval before execution of any amendment to an approved contract if:

1. The amendment alters the terms and conditions of the contract or changes the scope of the project covered by the contract regardless of the amount of the contract before amendment; or
2. The amendment by itself (or together with preceding amendments) increases the original contract price by 20% or more.

Once OSB's approval to amend the contract has been granted, or for any other contract amendments not requiring approval, the Awardee must submit an original executed amendment to OSB.

D. Insurance

Insurance coverage shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.

1. The contractor shall provide contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts required by the Awardee.

E. Affiliated Transactions

With regard to the Project, the Awardee shall not enter into any transaction, contract, or dealing with an Affiliate of the Awardee or with the Awardee's or Affiliate's directors, trustees, officers, managers, members (if the Awardee is a limited liability company), or other corporate officials, without the prior written consent of OSB. OSB's consent to reimburse costs for affiliated transactions will be limited to an amount which is the lower of cost or market rate and which is subject to verification by OSB and its representatives having access to the books and records of the Affiliate.

"Affiliate" or "Affiliated Company" of any specified person or entity means any other person or entity directly or indirectly controlling of, controlled by, under direct or indirect common control with, or related to, such specified person or entity, or which exists for the sole purpose of providing any service to one company or exclusively to companies which otherwise meet the definition of affiliate. This definition includes Variable Interest Entities as described in Financial Accounting Standards Board Interpretation (FIN) No. 46(R), *Consolidation of Variable Interest Entities*. For the purpose of this definition, "control" means the possession directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, whether such power is exercised through one or more intermediary companies, or alone, or in conjunction with, or pursuant to an agreement with, one or more other companies, and whether such power is established through a majority or minority ownership voting of securities, common directors, officers, or stockholders, voting trust, holding trusts (other than money exchanged) for property or services.

F. Records

Records must be sufficient to document the cost and location of all expenditures and to support expenses and disbursement of award funds. The support records must include, but not be limited to, contracts, third party invoices, timesheets, payroll records, material records, and overhead allocation records and summary schedules.

The Records shall be in a form acceptable to the Department. Awardee shall retain the Records for five (5) years following the date the Department approves the Project's Final Report.

II. PROFESSIONAL SERVICES

General

Awardee shall only obtain professional services from persons or firms not affiliated with, or that do not represent a contractor, vendor or manufacturer presently providing labor, materials, or equipment to the Awardee. This does not include in-house services.

A. Engineering Services

All engineering services required by an Awardee, including inspection and certification, shall be rendered by an engineer selected by the Awardee and licensed in the State of Maryland, or by qualified employees on the Awardee's staff, who after submission of qualifications to OSB, have been approved to perform such services.

1. Outside Consultant. Engineering services performed by an outside consultant must be performed under contract. A copy of all approved contracts shall be provided to OSB within 10 days of its final execution. Work performed under contract will not be reimbursed if, in DHCD's or OSB's judgment:

   a) The contract is for work not covered in the approved Application, or is not for an Eligible Purpose;

   b) The contract terms and conditions, are vague, inadequate, or unreasonable; or

   c) The contract presents unacceptable security risk to DHCD or OSB.

2. In-House Engineering. When the proposed work is such that the engineering involved is within the capabilities of the employees on the Awardee's staff, Awardees may request OSB approval to provide such services. The request shall include:

   a) A description of services to be performed;

   b) The names and qualifications of each employee that will be performing the specific services. In addition, the Awardee shall identify an employee who will be in charge of the services. Such employee must meet the State experience requirements for a registered engineer in the Maryland. In the absence of specific State experience requirements, this employee should have at least eight years' experience in the design and construction of telecommunication facilities, with at least two years of the work experience being at a supervisory level. OSB does not require professional registration of this employee, but this does not relieve the Awardee from compliance with applicable state registration requirements, which may require a licensed individual to perform such services;

   c) A letter signed by an authorized representative of the Awardee requesting inhouse engineering approval and certifying the supporting information; and

   d) The reimbursement rate for the in-house engineer must be approved prior to work being performed. Information documenting the salary and other direct labor costs must be submitted to OSB for approval. Future changes to the rate during the project must be resubmitted and approved prior to the change being implemented.

   OSB shall notify the Awardee by letter of approval or disapproval to perform inhouse engineering. The letter shall set forth any conditions associated with an approval or the reason for disapproval. OSB approval of in-house engineering services shall be only for the specific services covered by the approval.

B. Contract and Closeout Documents

Once all services and obligations required under the professional services contract have been completed, Awardees shall submit a *Final Statement of Professional Service Fees* to close out the contract. The statement shall provide a summary of work completed by category as defined in the original contract with a total cost of each category.

III. PURCHASE AND INSTALLATION OF EQUIPMENT

General

A. Equipment can be purchased with a contract or via purchase order. If purchased by contract, a copy of the approved contract shall be provided to OSB within 10 days of its final execution. Equipment procured under contract will not be reimbursed if, in DHCD's or OSB's judgment:

1. The contract is for equipment not covered in the approved Application, or is not for an Eligible Purpose;
2. The contract terms and conditions, are vague, inadequate, or unreasonable; or
3. The contract presents unacceptable security risk to DHCD or OSB.

B. Unless previously requested by the Awardee in writing and approved by OSB in writing, equipment will be reimbursed after installation upon submission of the invoices and following any required field verification performed as part of the Request for Funds procedure.

IV. CONSTRUCTION OF FACILITIES

General

Construction for outside plant facilities may be performed using in-house forces or by an outside contractor.

A. Outside Contractor

Contract work must be performed under contract by a contractor selected by the Awardee and meeting all licensing requirements in the State of Maryland.

The engineer shall prepare a bid package comprised of construction plans and specifications with the respective contract for distribution to prospective contractors. OSB recommends that Awardees obtain quotes from several contractors before entering into a contract to ensure obtaining the lowest cost. The Awardee shall ensure that the contractor selected meets all federal, state, and local licensing requirements, as well as any bonding requirements, and that the contractor maintains the insurance coverage required by the contract for the duration of the work.

Once construction has been completed per the construction specifications and all contractually required acceptance tests have been made, the Awardee shall proceed with the closeout of the contract and submit a final contract closeout certification.

All projects require testing of the installed plant. Payment will not be made for outside plant fiber placement until testing in accordance with Appendix B is submitted and approved by OSB.

1. Reimbursement. To request funds for construction completed under contract, the Awardee shall submit a reimbursement request using the Infrastructure Grant Funds Request. A request for payment shall identify in detail all expenses incurred for which reimbursement is being sought and shall have attached copies of the supporting invoices and other documentation of such expenses.

B. Work Order Procedures for In-House Construction

Work order construction shall be performed to all local, state, and federal requirements. As work order construction is performed, the Awardee shall keep daily timesheets and material reports, referenced by the work project number, to record labor and materials used. Cost accounting system must be in place to show the source and summary records to support requested and expended funds.

Payment will not be made for outside plant fiber placement until end-to-end attenuation, end-to-end signature and splice testing at 1310 and 1550 nm is completed in accordance with ANSI/TIA-568-C.0. Test results shall be submitted with the request for payment. A minimum of one fiber from each buffer tube must be tested with a minimum of 12 tests per cable. For ribbon cable, a minimum 12 tests per cable or 20% of the fiber strand, whichever is greater, will be tested. Testing results are to be submitted with the requested reimbursement.

1. Reimbursement. To request funds for construction completed under the work order construction procedures, the Awardee shall submit a reimbursement request using the Infrastructure Grant Funds Request. Each work order requesting funding will be submitted with a description of each project as an attachment to the Infrastructure Grant Funds Request form (see appendix A). Unless otherwise approved by OSB, the Awardee shall finance all work order contract construction with non-grant funds and obtain reimbursement with grant funds when construction and testing is completed and properly executed closeout documents have been submitted to OSB; and
2. The reimbursement rate for the in-house labor must be approved prior to work being performed. Information documenting the salary and other direct labor costs must be submitted to OSB for approval. Future changes to the rate during the project must be resubmitted and approved prior to the change being implemented.

V. DISBURSEMENT OF FUNDS

General

The award document contains the provisions regarding disbursement of funds to the Awardee. This section implements certain provisions by setting forth requirements and procedures to be followed by the Awardee in obtaining a disbursement of funds.

OSB is under no obligation to approve disbursement of funds unless the Awardee complies with all terms and conditions of the grant agreement.

A. Broadband Budget

The Awardee provided a broadband budget with their approved Application. This budget divides the award into budget categories that are associated with the proposed projects, such as equipment, outside plant, land and buildings, professional services, etc. Funds from one budget category may not be used for a different budget category without prior written approval from OSB.

B. Budget Adjustments

If more funds are required than are available in a budget category, the Awardee may request OSB's approval of a budget adjustment to use funds from another budget category. The request shall

include an explanation as to why the adjustment is needed and the affected budget categories. OSB will not approve a budget adjustment unless the Awardee can demonstrate that all purposes can still be completed with the requested adjustment.

C. Broadband Infrastructure Grant Funds Request

To request funds for work completed, the Awardee must submit the Broadband Infrastructure Grant Funds request form, a description of the funding desired, and other related information to the transactions as required by OSB. Funds may be requested for paid or unpaid invoices for work completed.

The Awardee shall request reimbursement as needed to meet its obligations promptly. Funds must be used for the item for which they were provided except that funds may be used to reimburse the Awardee if they have previously paid the invoice for which funds are requested.

The certification on the Request sent to OSB shall be signed by a corporate officer or manager authorized to sign such statements. If the signer is not a corporate officer, a letter signed by a corporate officer authorizing the signatory must be provided with or prior to submitting the Request.

Funds are approved for disbursement as follows:

Contracts

1. Unless the contract includes a provision for retainage, 100% of the invoice's amount will be funded. If there is a retainage provision within the contract, the funding will be reduced to the amount due. The amounts held due to the retainage will be funded upon presentation of the contract closeout documents with a proper invoice from the contractor requesting the retainage.

Work Orders

1. 100% of the amount requested and supported by proper documentation of the expense will be paid.

D. Method of Disbursing Funds

The first or subsequent disbursement may be conditioned on the satisfaction of certain requirements stated in the Awardee's agreement with DHCD.

All disbursements shall be made electronically using the Automatic Clearing House (ACH). Normally, for disbursement of funds ACH only makes one payment per request.

The following information shall be included with each request:

1. Name and address of Awardee's bank. If the Awardee's bank is not a member of the Federal Reserve System, the name and address of its correspondent bank that is a member of the Federal Reserve System;
2. ACH routing information;
3. Awardee's bank account title and number; and 4. Any other necessary identifying information.

Maryland
DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

CONNECT Maryland
High Speed Internet For A Better Future.

Appendix A

Requesting reimbursement for in-house construction

Reference the attached exhibit showing an example of completed construction and the Sample Funds Request Form.

Required:

1. Phase or segment must be complete and operational.
   - Customers may or may not be connected, but the infrastructure has to be ready for operations.

- Customer connection costs may be recovered with the segment reimbursement or later as a separate request. Customer connection must be complete and operational for reimbursement.

2. Only the costs and materials directly related to the completed work can be included in the request.
3. Attenuation testing results are required for each completed segment or phase.

Allowable Costs:

1. Labor man hours associated with the completed portion of construction – such as:
   - Job site superintendent
   - Equipment operator
   - Aerial linemen
   - Laborers
   - Flaggers
   - Expenses incurred including customary travel expenses.
2. Materials used for the completed portion of construction – such as:
   - Fiber optic cable
   - Strand
   - Lashing wire
   - Conduit
   - Vaults
   - Cabinets and electronics
   - CPE
   - Other miscellaneous materials necessary to complete the work
3. Equipment costs associated with the completed portion of construction
   - Equipment can be charged as actually job operating costs or an amortized hourly cost

   Operating costs can include items such as:
   - Fuel
   - Oil
   - Consumables directly related to the work (a boring bit would be a consumable, tires would not)
   - Daily maintenance and minor repairs necessary to keep the equipment in operation (replacement of a belt would be minor, a new starter motor would not) o Hourly costs should be developed using sound accounting principles and include all costs associated with the equipment amortized over the life of the equipment. The equipment cost per hour takes into account all ownership and operating costs for the equipment and divides it by all actual usage, in hours, of the machine.

Required Documentation:

Costs associated with each item being reimbursed must be documented.

1. Labor costs – only direct labor costs associated with the completed work are allowable. These costs are generally considered actual hourly rate plus employer paid taxes and benefits.
   - Payroll records for employee time included in the work must be provided.
   - The employee's classification or title and hours worked on the completed portion of construction must be summarized and tie back to the employee's timesheet where the phase or segment of construction is identified.

- Timesheets do not have to be submitted but must be available for review upon request.

- Employee travel expenses are allowable costs but must be documented.
  - Lodging, mileage and meals reimbursed for employees are reimbursable costs. o Expense reports filed by employees must be available for review upon request.
  - Lodging cost receipts must be submitted with the reimbursement request.

2. Material costs – only material costs directly related to the completed work are allowable.
   - Invoices showing actual material costs for the materials installed must be included. Invoices may show additional materials, but only those items used in the completed construction will be reimbursed.
     - For instance, if an invoice shows 10 vaults, but only 3 vaults are included in the completed work, the invoice may be submitted as proof of cost. The invoice may also be included in future requests until all 10 units are installed and reimbursed.
     - If materials stored on-site have been approved and previously paid, the cost of those materials will be included in the request with a corresponding deduction of the previously paid materials shown. This is to allow the capture of the total cost of the work while accounting for any previous payments.
3. Equipment Costs – either hourly or actual operating costs of equipment used for the completed work is allowable. Requests must be consistent throughout the project.
   - If operating costs are being reimbursed, invoices and receipts for the costs must be submitted.
   - If an hourly cost for equipment is being reimbursed, a listing of the equipment including make and model and its hourly cost must be summarized. Only the hours the equipment is in use may be claimed.

<u>Assembling the request:</u>

Reference the attached exhibit showing a segment of completed construction and the sample funds request form.

1. Each grant funds request must include a cover narrative that describes the completed construction.

   Example:

   Bird Hill Rd Segment – Design and construction of 5209 LF of underground 24 count fiber infrastructure. Installed 3 vaults and one fiber optic equipment cabinet and related splicing equipment. Project passed 28 homes with 15 subscriber installations. Subscriber installation costs and CPE will be included on a later request.

2. Provide a summary of the hours and labor categories included in the request. The hourly rates should be the total hourly cost and should tie to the payroll information provided as documentation.

   Example:

Allie Murphy, Design Engineer * – 30 hours @ $85.00/hour
Ben Apple, In-house Engineer * - 4 hours @ $105.00/hour
John Smith, Jobsite Superintendent – 12 hours @ $65.60/hour
Bill Smith, Boring machine operator – 16 hours @ $51.50/hour
Joe Sterling, Laborer – 20 hours @ $43.65/hour
Tammy Smith, Flagger – 4 hours @ $26.45/hour
Hotels, 4 nights (invoices required) - $1,600
Meals (no invoices required, but must be available upon request) - $725

* Engineering costs are only allowable if they were included in the application budget

- Attach the payroll and expense records as documentation.
- Add a listing on the grant funds request spreadsheet for engineering (if allowable) and labor.

3. Provide a summary of the equipment used in the completed construction.
   - If requesting only operating costs of the equipment, a summary of those costs should be provided and tie to the included invoices and receipts.
   - If requesting hourly operating costs, a summary of equipment used, and its hourly cost should be included.

     Example:

     Vermeer D23x30DR S3 Horizontal Directional Drill – 16 hours @ $137.80/hour
     Ford F250 4x4 pickup truck – 12 hours @ $19.87/hour
   - Attach the receipts referenced as documentation.
   - Add a listing on the grant funds request spreadsheet for equipment.
4. Provide a summary of the materials used in the completed construction. The unit costs should tie to the included invoices.

   Example:

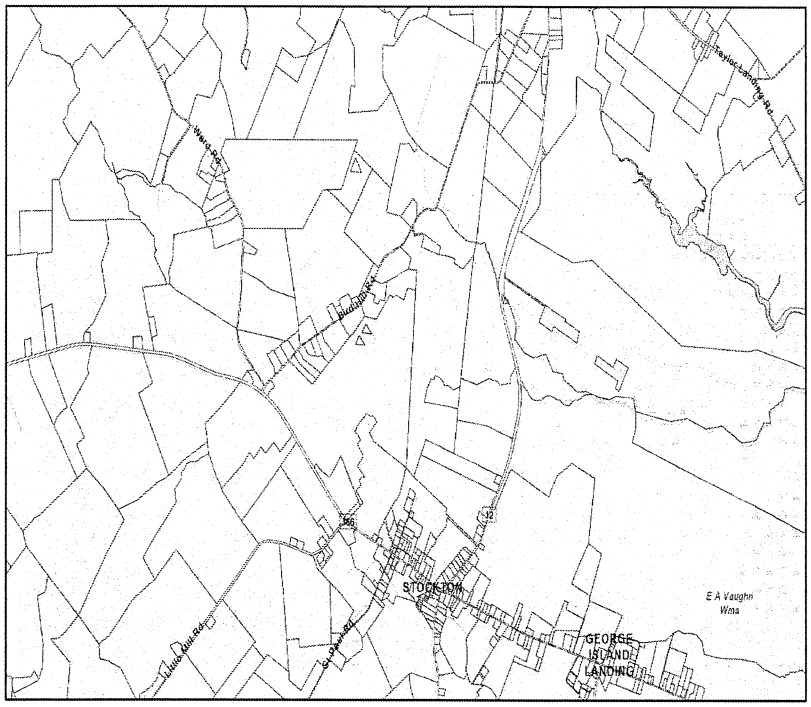
5209 LF of 24 count fiber optic cable - $1.09/lf	invoice xyz #123
5100 LF of 1.5" conduit - $0.57/lf	invoice rtf #598
3 each 24x36 vaults - $350/each	invoice abc #234
1 each pole mounted cabinet - $310/each	invoice bca #453
1 each fiber optic splitter - $680/each	invoice nmo #674

   - Attach the invoices referenced as documentation
   - Add a listing on the grant funds request spreadsheet for materials by invoice.
5. Include any costs not captured by these categories and their documented cost. These additional costs should be summarized and documented the same as the above described expenses and may include, but are not limited to, make ready work, permits and the like.
   - Add a listing on the grant funds request spreadsheet for the item(s).

Other Required Information:

1. As-built mapping or another form of exhibit showing the location of the competed work must be provided.
2. Bi-Directional attenuation test results of the completed phase or segment.
   - Testing of each fiber strand is required when 12 or fewer are installed. For fiber optic cables with more than 12 fiber strands, all 12 fiber strands from the first buffer tube must be tested as well as one random fiber from each additional buffer tube.
   - If multiple fiber optic lines are included in the request and associated test results, the test results must be tied to the provided location mapping via key or identifying label.
3. List of households/businesses connected including their address and FCC Fabric ID

Bird Hill Rd



4/15/2022

1:40,566

0 0.28 0.55 1.1 mi

0 0.42 0.85 1.7 km

Sources: Esro. HERE, Gamin, FAO,NOAA, USGS, @ OpenStreetMap contributors, and the GIS User Community

Broadband Infrastructure Grant Funds Request - SAMPLE

Department of Housing and Community Development Office of Statewide Broadband					Project Designation	Request No.	Date Prepared
	DHCD USE Only				Awardee Name and Address:		
	Date Received	Date Reviewed	Date Returned	Date Approved			
					Match (as % of Total Cost):		40%

Work Phase Vendor Name & Invoice ID (attach all invoices)	Cost of Construction				Total	Match	Grant
	Labor	Material	Other	Less Materials Previously Paid (-)			
Bird Hill Segment					$ -	$ -	$ -
In-house Engineering	$ 3,140.00				$ 3,140.00	$ 1,256.00	$ 1,884.00
In-house Labor	$ 4,915.00				$ 4,915.00	$ 1,966.00	$ 2,949.00
In-house Equipment			$ 2,443.24		$ 2,443.24	$ 977.30	$ 1,465.94
XYZ 123 (previously paid		$ 5,677.81		$ (5,677.81)	$ -	$ -	$ -
RTF 598		$ 2,907.00			$ 2,907.00	$ 1,162.80	$ 1,744.20
ABC 234		$ 1,050.00			$ 1,050.00	$ 420.00	$ 630.00
BCA 453		$ 310.00			$ 310.00	$ 124.00	$ 186.00
NMO 674		$ 680.00			$ 680.00	$ 272.00	$ 408.00
BG&E Make Ready #4510			$ 3,750.00		$ 3,750.00	$ 1,500.00	$ 2,250.00
MD MDOT Permitting Rd X-ing			$ 275.00		$ 275.00	$ 110.00	$ 165.00
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
Total	$ 8,055.00	$ 10,624.81	$ 6,468.24	$ (5,677.81)	$ 19,470.24	$ 7,788.10	$ 11,682.14
			Previous Approved Requests		$ 5,677.81	$ 2,271.12	$ 3,406.69
			Total Requests To Date		$ 25,148.05	$ 10,059.22	$ 15,088.83

I certify that, (1) the total costs and net requirements for the construction included above are the actual costs and net requirements for funds reflected in the permanent records of this organization, (2) construction has received DHCD-OSB approval, (3) construction of extensions, if any, to serve subscribers in areas not included in the approved grant area has been approved by DHCD-OSB, (4) all l the required acceptance tests have been made on the construction and the results were satisfactory, and (5) any corrections required on the portions of construction that were field-reviewed have been made on all the construction included in the summary. I further certify that regulatory body and other approvals required for this construction have been obtained and that there have been no previous requests for approval of the net expense required for the construction covered hereby.

Authorized Signature and Title _____ Date _____

Approval of Expenditure

The above construction or purchase has been reviewed and is approved for DHCD funding

Authorized Signature and Title _____ Date _____

Appendix B

TESTING OF OUTSIDE PLANT FIBER OPTIC CABLES

DESCRIPTION

Testing of outside plant fiber optic cabling is required to ensure that the installed network paid for with state grant funds will perform adequately. The work covered in this document is for the testing of outside plant fiber optic cabling as a requirement for payment. This includes cable testing and providing testing results in accordance with the manufacturer's written recommendations.

SUBMITTALS

To ensure quality and accuracy of testing, the grantee must submit a list of test equipment being used, its most recent calibration information and the identity and qualifications of the personnel performing the testing and whether the personnel are in-house or contracted.

PRODUCTS

Optical time domain reflectometer (OTDR)

The field testing and reporting shall meet the requirements of the testing specified in ANSI/TIA/EIA568, inclusive of all subsections. The test results submitted shall include OTDR traces and power loss sum information for each fiber optic core.

EXECUTION

General

The testing of fully completed systems is required. Testing of partial segments is not acceptable. Testing shall not be performed until after all hardware is installed and attached, and all labeling and identification has been completed unless otherwise approved by OSB.

Any cable that does not pass required testing shall be removed, replaced and retested. All tests required by the manufacturer in support of the structured cabling system warranty must be performed. The OSB reserves the right to observe the testing process.

Testing

All test results shall be defined as acceptable/unacceptable by the requirements of ANSI/TIA/EIA-568, inclusive of all subsections.

All unidirectional and bi-directional end-to-end attenuation, end-to-end signature and splice testing shall be at 1310 nm and 1550 nm for single-mode fiber optic cables or 850 nm and 1300 nm for multimode fiber optic cables and completed in accordance with ANSI/TIA-568-C.0.

A minimum of one fiber from each buffer tube must be tested with a minimum of 12 tests per cable. In cases where fewer than 12 fibers are present, each fiber will be tested (e.g. 2 count fiber optic cabling). For ribbon cable, a minimum of 12 tests per cable or 20% of the fiber strand, whichever is greater, will be tested.

Fiber Optic Cables – General Requirements

Strands where the measured attenuation falls outside the acceptable range shall be subject to further inspection and testing to determine the nature of the fault. Faults related to affixing the connector shall be corrected, and the fiber re-tested as described above, until acceptable attenuation measurements are recorded. If acceptable attenuation cannot be achieved, then the failing fiber section shall be replaced or the fiber cable replaced in its entirety.

Optical Time Domain Reflectometer Testing

All OTDR testing procedures and field test instruments shall comply with applicable requirements of: EIA/TIA 455-78 and EIA/TIA 455-133.

OTDR test jumpers must meet the criteria for reference jumpers specified in EIA/TIA-455-171.

A 1,000-foot launch cable shall be installed between the OTDR and the first link connection. A 1,000 foot receive cable shall be installed after the last link connection.

All cables shall be OTDR tested at 1310 nm and 1550 nm for single-mode operating wavelength anomalies and to ensure uniformity of cable attenuation and connector insertion loss.

All cables shall be OTDR tested at 850 nm and 1300 nm for multimode operating wavelength anomalies and to ensure uniformity of cable attenuation and connector insertion loss.

All fiber links shall be tested in both directions.

Optical Return Loss (ORL) for each link shall be measured and documented.

Fiber Length shall be measured and documented.

Test Results Submittal

Testing results are to be submitted with the related reimbursement request unless contracted construction has been approved. If contracted construction with progress payments has been approved, testing must be submitted with the final contract payment request or as standalone segments or phases are completed. Test results shall be submitted as a pdf document of the actual test equipment report with a cover sheet summarizing the network being tested in accordance with the reporting requirements below.

ACCEPTANCE

All test results and corrective procedures shall be documented and submitted as a searchable pdf document as provided by the manufacturer's software and equipment. The report shall either be provided directly to OSB via email or deposited on a cloud storage service and access given to OSB for review.

As-Built Drawings, or similar as approved by OSB, of the tested segment shall be included with the test report to allow OSB to verify the information provided in the report.

Testing Summary

Each test report shall contain the following general information on a cover sheet with the test results to follow:

1. Contractor's Name or awardee if awardee is conducting the testing
2. Date of Test
3. Names of Test Crew
4. Make, Model and Serial Number of test equipment used
5. Date of Last Calibration
6. Where the testing was conducted (i.e. Latitude/longitude, address, FCC Fabric ID)
7. Media Type (MM / SM)
8. Cable type (i.e. ribbon cable, loose tube cable)
9. Connection Type(s)
10. Number and description of splices or other devices that would impact loss
11. Calculated Maximum Link Loss
12. Signature of the testing technician or engineer with their contact information (email and phone) in case there are any questions or issues that need to be addressed.

Test Results

Test results shall be recorded as provided by the manufacturer's software and equipment with the report being a pdf produced copy of the data. Submit the following information regarding the fiber testing:

1. Fiber count
2. Length of Run
3. Results for each tested fiber

PAYMENT

Payment for testing will be made via the normal payment methods, either based on an approved construction contract or as a reimbursement for work order construction. Final payment will not be made for outside plant fiber placement until all unidirectional and bi-directional end-to-end attenuation, end-to-end signature, and splice testing is completed in accordance with this document and ANSI/TIA-568-C.0.

Kent County MARYLAND

Department of Information Technology



The Office of Statewide Broadband's mission is to ensure that every Marylander has access to broadband services, regardless of their ZIP code. To help accomplish this goal, the state will partner with the private sector and local jurisdictions to reduce, and eventually eliminate, the number of communities and residents being underserved by the current internet infrastructure.

The FY24 Difficult to Serve Properties Grant Program will provide up to $1,100,000 to local county jurisdictions to assist with the capital construction costs related to the installation of broadband service to premises that have difficulty obtaining service due to their remoteness, distance from broadband infrastructure or other geographic issues that may discourage an ISP from delivering broadband service.

The maximum amount of funding per location is $8,000. A match of 25% of the eligible project costs is required for this grant opportunity.

Jillyn Coleman, Director, Parks and Recreation
5/7/2024
County Commissioners Meeting

Item Summary:
Parks and Recreation Advisory Board (PRAB)

ATTACHMENTS:
Description

Jillyn Coleman, Director, Parks and Recreation
5/7/2024
County Commissioners Meeting

Item Summary:
Request To Reallocate Departmental Funds

ATTACHMENTS:

Description

Current Flloring Pictures





Kitchen Floor





Kids Room Floor





Computer/Library Floor

KENT COUNTY PARKS & RECREATION
NEW FLOORING PROJECT

Jillyn Coleman, Director, Parks and Recreation
5/7/2024
County Commissioners Meeting

Item Summary:
Request To Reallocate Departmental Funds

ATTACHMENTS:

Description

Current Turtle used during meeting

Kent County Parks & Recreation

Turtle Feature









Jillyn Coleman, Director, Parks and Recreation
5/7/2024
County Commissioners Meeting

Item Summary:
Honoring the Granary at Turner's Creek

ATTACHMENTS:

Description

Granary at Turner's Creek Public Display

The Granary at Turner's Creek

The Granary at Turner's Creek, nestled in the peaceful landscapes of Kennedyville, Maryland, carries a rich history steeped in the agricultural heritage of the region. Originally constructed in the late 18th century, it served as a vital hub for storing grains harvested from the surrounding farmlands.

During the early years of its existence, the Granary played a pivotal role in supporting local farmers by providing storage for their crops, primarily corn, wheat, and barley. Its strategic location along Turner's Creek facilitated easy transportation of goods via steamboat, connecting farmers to markets both near and far.

Throughout its history, the Granary witnessed periods of prosperity and challenges, mirroring the fluctuations in the agricultural industry. Despite facing competition from modern grain facilities, it managed to retain its significance as a symbol of tradition and resilience.

Disassembled in 2024, we mark the former location of the Granary at Turner's Creek, preserving the legacy of Maryland's agrarian past. Planks from its exterior have been repurposed into The Granary Bench, symbolizing the enduring spirit of rural life in Kent County.



Kent County
MARYLAND

Jillyn Coleman, Director of Parks & Recreation
5/7/2024
County Commissioners Meeting

Item Summary:
Maryland Department of Transportation Recreational Trails Program Grant

ATTACHMENTS:

Description

Rec Trails Submitted Parks and Recreation Grant Application FY2024

Recreational Trails Grant Application FY24

Submitted by **Penelope Young-Carrasquillo** on **May 15th, 2023 at 12:41 pm**

Status: *In Review*

Applicant Information

Person Completing Application

First Name

Penelope

Last Name

Young-Carrasquillo

Title

Grants Manager

Phone

443-988-8501

Email

pyoungcarrasquillo@kentgov.org

Applicant Organization Information

Applicant Tax ID Number

526000974

Applicant Organization Name

Kent County

Applicant Organization Street Address

400 High Street

Applicant Organization City

Chestertown

Applicant Organization State

Maryland

Applicant Organization Zip Code

21620

Organization Contact

Is the Organization Contact the same as the Person Completing the Application?

Yes

Project Manager

Is the Project Manager the same as the Person Completing the Application?

No

Project Manager

First Name	Last Name	Email
Daniel	Mattson	dmattson@kentgov.org

Title

Deputy Director, Public Works

Phone Number

410-778-2600

Does the project manager have prior experience with federal-aid funded projects, the federal procurement process, financial management and federal regulations?

Yes

Please explain how you plan to proceed with oversight of federal-aid projects?

The project director, Dan Mattson, will oversee all aspects of this project, and will be involved in the design and project implementation, managing all aspects of this plan. He will be responsible for costs related to the project as well as procurement. Mr. Mattson has experience managing federally funded projects. In addition, Patricia Merritt, the Chief Financial Officer with Kent County, will oversee all of the finances related to this project and will provide financial reports. Ms. Merritt has worked in the County's Finance Office for 28 years and has overseen numerous federal-and state-funded grant projects.

Project Overview

Please answer the following questions using as much detail as possible. The information presented here will be used to determine the project's eligibility and feasibility.

Project Title

Overlook Trail at Turner's Creek Park

Project Location

Kennedyville, Maryland

Project Jurisdiction

Kent

Project Coverage

Single Jurisdiction

Primary Trail Uses

Walkers/hikers/runners/cross country skiers

Are e-bikes allowed on the trail?

No

Trail Type

Nonmotorized diverse use

Planned Length of Trail

.20 mile

Scope of Work (describe what these funds will be used to complete)

The funds will be used to transform a rural wooded trail in County-owned historic Turner's Creek Park into an ADA-compliant trail that will be wheelchair-and scooter-accessible and surfaced so that visitors can easily and safely use canes and walkers. Benches will be added along the trail to provide visitors the opportunity to rest and enjoy the tranquil environment, and a wooden guardrail will be placed at the overlook. New and upgraded signage will describe the surrounding flora in addition to the historical significance of this unique area, which was visited by Captain John Smith in 1608 and later by the British during the Revolutionary War. The trail ends at a bluff overlooking Turner's Creek, which flows into the Sassafras River and then the Chesapeake Bay. While there are a total of 147 acres in the park and other trails, Overlook Trail is one of the shortest and most beautiful—and will be the only trail at this time that is ADA-accessible. While Overlook Trail is not connected to the other trails, all park trails are in close proximity.

Are you requesting funds for work that is part of a larger project?

No

How does the project address issues of equity, accessibility and/or inclusion?

The purpose of the project is to provide accessibility for people with physical impairments or disabilities, as the trail will be wheelchair-accessible, and benches will be placed along the trail.

Describe any anticipated environmental impact of the proposed project.

There are no anticipated environmental impacts of this project.

Project Categories

Select the categories that best addresses the proposed project.

Categories

Maintenance and restoration of existing recreational trails.

Project Details

What stage of design is the project in?

Concept

Please note that design plans must be attached.

100% Design Completion Date

Oct 16, 2023

Will this trail tie into other trails?

No

Is the new trail corridor flagged?

Yes

Does this project include the installation of a new structure (i.e. footbridge, boardwalk, puncheon, etc.)?

No

What challenges might you encounter that would affect project timeline?

Estimating an award date of 10/1/23, and, due to construction work often being delayed in the late fall and winter, we expect to have the project completed in the spring or summer of 2024. The only challenges we foresee that would affect this timeline would be bad weather.

Do you own the property within the project limits?

Yes

Does this project utilize other funding sources? (grants, etc.)?

No

Previous Project Awards

Does the applicant have any previously awarded Recreational Trails grants?

No

Project Workplan

Please note that RTP grants are typically awarded in the fall.

Task #	Start Date	End Date
1	Oct 2, 2023	Nov 1, 2023

Description

Complete conceptual design and feasibility review: Conduct site inspections and analysis, finalize design for trail alignment, grading, and drainage. Complete identification of needed design modification. To be completed by Department of Public Works and Parks and Recreation.

Task #	Start Date	End Date
2	Nov 1, 2023	Nov 17, 2023

Description

Field layout of proposed trail: Locate and mark exact limits of the trail and amenities. Confirm specific dimensions and alignment to maximize preservation of existing trees, vegetation, and environmental features. Confirm limits of overlook area and bench/guiderail locations for optimized scenic experience. To be completed by Department of Public Works and Parks and Recreation.

Task #	Start Date	End Date
3	Nov 20, 2023	Dec 20, 2023

Description

Prepare Bid Documents: Prepare Request for Proposals Bid Package, including plans, specifications, bid forms, and necessary contract language. Confirm specific scopes of work and coordination elements between County-performed, volunteer, and contracted services. Tabulate quantities for final Engineer's estimate. Prepare detailed written description of contracted services being bid, dates of volunteer/County-performed efforts. Quality Assurance/Quality Control review of final bid package by project stakeholders. Obtain necessary permitting and approvals from regulatory agencies. To be completed by Department of Public Work with Parks and Recreations review and approval.

Task #	Start Date	End Date
4	Nov 20, 2023	May 10, 2024

Description

Volunteer and Donation Recruitment; Volunteer Scheduling and Coordination: Public relations/advertising for recruitment of volunteers and donations to begin in late November and run through the spring of 2024. In 2024, develop volunteer schedule and work plan. Coordinate with volunteers to confirm clear understanding of required efforts, activities, safety, and equipment. Volunteer activities to begin in the spring of 2024. To be overseen by Parks and Recreation.

Task #	Start Date	End Date
5	Dec 20, 2023	Jan 31, 2024

Description

Bid Administration: Advertise project and distribute to prospective bidders. Conduct Pre-Bid meeting. Review questions from prospective bidders and address as appropriate via Addenda. Receive submitted bids in public Bid Opening Meeting. Evaluate submitted bid packages for legal completeness and cost comparisons for specific items against previously prepared estimates. Prepare and coordinate approval/signature of final contract documents. To be completed by Public Works.

Task #	Start Date	End Date
6	Apr 20, 2024	May 27, 2024

Description

Volunteer work: Volunteers work on clearing, grubbing, and initial surface preparation under supervision of County staff. Monitor progress and quality of work, provide feedback and support. Advise of additional efforts to possibly run through June 2024 based on construction progress. To be completed by volunteers; managed by Parks & Recreation.

Task #	Start Date	End Date
7	May 1, 2024	Jul 3, 2024

Description

Construction and Contract Administration and Inspections: Coordinate project scheduling with contractor with volunteer efforts. Conduct Preconstruction Meeting with all project stakeholders. Review and approve project submittals, shop drawings, and samples. Conduct regular site inspections to monitor construction progress and quality. Manage construction scheduling, progress, change order requests and invoicing. Ensure compliance with all conditions of contract documents. Coordinate inspections by regulatory agencies as necessary. To be performed by Department of Public Works.

Task #	Start Date	End Date
8	Jun 3, 2024	Jul 3, 2023

Description

Contracted Services: Final surface preparation, construction of stone subbase and paving. To be performed by qualified low-bid contractor.

Task #	Start Date	End Date
9	Jun 17, 2024	Jul 31, 2024

Description

Amenities Work: Installation of procured and/or donated benches, signage, and guiderail via County Grounds Maintenance staff. Specific tasks to be performed after completion of contractor work in specific areas.

Project Costs

Requested Funds

MDOT SHA will add ten percent to the total RTP funds requested for all awards. These costs help cover MDOT SHA's cost of design plan review, regulatory compliance, construction oversight, and material testing. This allows MDOT SHA to use RTP funding for administrative costs rather than passing these costs on to the sponsor. The sponsor will be responsible for the additional match associated with these costs.

***Final numbers are subject to change, depending on final project costs.**

RTP Grant Request

$100,000.00

Line Item

Construction

Description

Construction cost estimate for contracted services. All work to be performed under one contract to include final surface preparation, construction of 6" stone subbase over compacted subgrade and surface course paving.

Unit Price/Hourly Rate	Total Units/Hours	Line Total
$100,000.00	1	$100,000.00

Project Costs

Match

Minimum Match Required	Total Match Provided
$27,500.00	$27,540.24

Description

Planning, design, and management of Project Director Dan Mattson to include a portion of employee salary and fringe benefit expenses, which will be confirmed via detailed payroll verification. ($36.83/hr salary and $25.98/hr fringe benefits)

Match Type

Salary

Unit Price/Hourly Rate	Total Units/Hours	Match Line Total
$62.81	40	$2,512.40

Description

Planning and project development by Parks & Recreation Director Jill Coleman to include a portion of employee salary and fringe benefit expenses, which will be confirmed via detailed payroll verification. ($36.83/hr salary and $21.33/hr fringe benefits)

Match Type

Salary

Unit Price/Hourly Rate	Total Units/Hours	Match Line Total
$58.16	12	$697.92

Description

Field Layout: Dan Mattson portion of salary and benefits for 8 hours ($36.83/hr salary + $25.98/hr benefits)

Match Type

Salary

Unit Price/Hourly Rate	Total Units/Hours	Match Line Total
$62.81	8	$502.48

Description

Match Type

Field Layout: Jill Coleman portion of salary and benefits for 8 hours -- $17.62/hr. salary + $21.33/hr benefits.

Salary

Unit Price/Hourly Rate	Total Units/Hours	Match Line Total
$38.95	8	$311.60

Description

Match Type

Field Layout: Employee Mark Dixon portion of salary and benefits (unskilled labor) -- $17.62/hr. salary + $14.81/hr. benefits

Salary

Unit Price/Hourly Rate	Total Units/Hours	Match Line Total
$32.43	8	$259.44

Description

Match Type

Preparation of bid documents by Dan Mattson ($36.83/hr. salary + $25.98/hr. benefits)

Salary

Unit Price/Hourly Rate	Total Units/Hours	Match Line Total
$62.81	60	$3,768.60

Description

Match Type

Procurement process--Bid documents by Jessica Conner, Procurement Specialist (partial salary and benefits--$36.83/hr salary + $7.23/hr. benefits)

Salary

Unit Price/Hourly Rate	Total Units/Hours	Match Line Total
$44.06	12	$528.72

Description

Match Type

Volunteer recruitment, scheduling and coordination (portion of salaries and benefits): Dan Mattson ($34.70/hr salary and $25.98/hr. benefits)

Salary

Unit Price/Hourly Rate	Total Units/Hours	Match Line Total
$60.68	8	$485.44

Description

Match Type

Volunteer recruitment, scheduling and coordination (portion of salary and benefits): Jill Coleman (34.70/hr. salary + $21.33/hr. benefits)

Salary

Unit Price/Hourly Rate	Total Units/Hours	Match Line Total
$56.03	20	$1,120.60

Description

Match Type

Bid administration: Dan Mattson portion of salary and benefits ($36.83/hr. salary + $25.98/hr. benefits)

Salary

Unit Price/Hourly Rate	Total Units/Hours	Match Line Total
$62.81	28	$1,758.68

Description

Match Type

Bid administration: Jessica Conner, procurement specialist partial salary and benefits ($36.83/hr. salary + $7.23/hr. benefits)

Salary

Unit Price/Hourly Rate	Total Units/Hours	Match Line Total
$44.06	20	$881.20

Description

Match Type

Volunteer labor: 13 volunteers @ 8 hours each (Local Boy Scout Troop and parents)

In-Kind Services

Unit Price/Hourly Rate	Total Units/Hours	Match Line Total
$17.62	104	$1,832.48

Description

Match Type

Construction and Contract Administration: $34.70/hr. salary + $25.98/hr. benefits

Salary

Unit Price/Hourly Rate	Total Units/Hours	Match Line Total
$60.68	80	$4,854.40

Description

Match Type

Contract Administration assistance: Jessica Conner partial salary and benefits ($36.70/hr. salary and $7.23/hr. benefits)

Salary

Unit Price/Hourly Rate	Total Units/Hours	Match Line Total
$41.93	28	$1,174.04

Match Type	Description
Salary	Amenities: Supervision of skilled labor ($34.70/hour + $25.98/hr. benefits)

Unit Price/Hourly Rate	Total Units/Hours	Match Line Total
$60.68	8	$485.44

Match Type	Description
Salary	Skilled labor-- amenities (installing signage, benches, etc) partial salary and benefits ($25.10/hour + $14.81 benefits)

Unit Price/Hourly Rate	Total Units/Hours	Match Line Total
$39.91	40	$1,596.40

Match Type	Description
Salary	Skilled labor -- amenities partial salary and benefits (25.10/hr + 19.16 benefits)

Unit Price/Hourly Rate	Total Units/Hours	Match Line Total
$44.26	40	$1,770.40

Match Type	Description
Donation	Materials: benches, signage

Unit Price/Hourly Rate	Total Units/Hours	Match Line Total
$3,000.00	1	$3,000.00

Project Costs

Total Project Cost

SHA Grant Management Cost	$10,000.00
RTP Grant Request	$100,000.00
Applicant Provided Match	$27,540.24
Total Project Cost	$137,540.24

Supporting Documents

Please do not attach quotes from vendors for use as supporting documents. Use of vendor quotes may disqualify vendor from future bids on proposed project.

- Attach most recent audited financial statement or IRS Form 990

- Attach a detailed project map that identifies both the full scope of the project and the portion of the project to be completed with RTP funds (attach multiple maps if needed).
- Attach a map that identifies the locations for signage, kiosks, structures, and other amenities when those items are included in the project.
- Attach verification of right-of-way approval, easement documents, and/or letter(s) of support from property owner, as appropriate.
- Attach concept drawings and/or design plans.
- Attach photos of the project area.

Supporting Documents

- Audit_ACFR_2022_Completed.pdf (9.82 MB)
  open/download
- Amenities_Map.pdf (0.29 MB)
  open/download
- 5.3.23_Turners_Creek_Ownership_Letter.pdf (0.55 MB)
  open/download
- SDAT__Turners_Creek.pdf (0.17 MB)
  open/download
- TYPICAL_CROSS_SECTION.pdf (0.03 MB)
  open/download
- Detailed_Project___Funding_Map.pdf (0.31 MB)
  open/download
- Turners_Creek_Trail_Photos_1.pdf (9.69 MB)
  open/download
- Turners_Creek_Trail_Photos_2.pdf (7.6 MB)
  open/download
- Turner_s_Creek_Trail_Map__Imagery_.pdf (1.29 MB)
  open/download

Acknowledgement

Applicant certifies the following:

- Applicant Organization will provide technical guidance and oversight throughout project implementation
- Budget accurately reflects cost of proposed project
- Project will comply with all State and Federal regulations
- Applicant Organization understands that these funds must be expended within 3 years of obligation
- Applicant Organization will be responsible for ensuring future maintenance and operating costs of the completed project.
- Applicant Organization understands that delays of moving project forward in a timely manner may result in a loss of funding
- Applicant Organization has the funds available to complete the entire scope of work for the project

Applicant understands and agrees with above statements

Signature

Penelope Young-Carrasquillo

☐ I agree to be legally bound by this document.

Jim Miller, Director, Human Resources
5/7/2024
County Commissioners Meeting

Item Summary:

Public Works - Water and Wastewater Division Utility Technician Vacancy

ATTACHMENTS:

Description

Cover Sheet

Kent County MARYLAND

Department of Human Resources

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



Dan Schneckenburger, Executive Director, Upper Shore Workforce Investment Board
5/7/2024
County Commissioners Meeting

Item Summary:
Member Recommendations Member Recommendations and Changes

ATTACHMENTS:
Description

Chesapeake College
5/7/2024
County Commissioners Meeting

Item Summary:
Trustee Nomination

ATTACHMENTS:

Description

05.07.24 The Honorable Wes Moore, Recommendation Letter

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

May 7, 2024

The Honorable Wes Moore
The Governor of Maryland
100 State Circle
Annapolis, MD 21401

RE: Trustee of Chesapeake College Recommendation

Dear Governor Moore:

It has come to our attention that Bob Grace has decided not to continue as a Trustee of Chesapeake College, leaving a vacancy on the board. The County Commissioners of Kent County respectfully submit Erica Osterhout for your consideration. Ms. Osterhout is the Branch Executive Director of YMCA of the Chesapeake, Inc., and is actively a member of Homeports, Inc., and the Chesapeake College Foundation Board.

Ms. Osterhout has excitedly agreed to our recommendation. Should you have questions, please do not hesitate to contact this office. Thank you for your consideration of this matter.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

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

cc: Delegate Jay A. Jacobs

Andy Harris, Congressman, House of Representatives
5/7/2024
County Commissioners Meeting

Item Summary:
Letter of Support

ATTACHMENTS:

Description

05.01.24 Letter of Support, Andy Harris, Congressman, House of Representatives, Eastern Shore Youth Crisis Center – Carter Center (Whitsitt Center)

04.30.24 Queen Anne's County Commissioner Support Letter re Eastern Shore Youth Crisis Center - CarterWhitsitt 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

April 30, 2024

Congressman Andy Harris
House of Representatives
1536 Longworth House Office Building
Washington DC 20515

Re: Eastern Shore Youth Crisis Center - Carter/Whitsitt Center

Dear Congressman Harris:

On behalf of the County Commissioners of Kent County, we are excited to endorse the grant application for the Eastern Shore Youth Crisis Center proposal. This grant proposal will provide funding to renovate an 11,303 square-foot space, previously the Carter Youth Facility, into an eight-bed crisis residential/stabilization facility catering to 10 to 17-year-olds. Driven by a compelling need for behavioral health services within the youth demographic, our county leadership has worked with the Kent County Health Department, MidShore Behavioral Health, and Cecil, Queen Anne's, Caroline, Talbot, and Dorchester counties.

This initiative responds to the high incidence of adverse childhood experiences including emotional abuse, household incarceration, mental illness, and substance abuse. The proposal is underscored by the urgent requirement for mental health support, as demonstrated by the rise in emergency department visits for serious conditions such as depression, suicide, intentional self-harm, and anxiety among children and adolescents.

The County Commissioners of Kent County seek to improve the lives of our constituents and families. We support and recognize the value of the Eastern Shore Youth Crisis initiative and believe the region would benefit from this behavioral health facility.

Sincerely,

Shelley L. Heller
County Administrator

Cc: County Commissioners of Kent County
Midshore Behavioral Health
William Webb, Health Officer, Kent County Health Department
Senator Steven Hershey
Delegate Jay Jacobs
Delegate Steve Arentz
Delegate Jeff Ghrist
Queen Anne's County Commissioners

Queen Anne's County

County Commissioners:
James J. Moran, At Large
Jack N. Wilson, Jr., District 1
J. Patrick McLaughlin, District 2
Philip L. Dumenil, District 3
Christopher M. Corchiarino, District 4

RECEIVED
MAY 06 2024
By

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY
The Liberty Building
107 North Liberty Street
Centreville, MD 21617

e-mail: QACCommissioners&Administrator@qac.org

County Administrator: Todd R. Mohn, PE
Executive Assistant to County Commissioners: Margie A. Houck
County Attorney: Patrick Thompson, Esquire

April 30, 2024

Congressman Andy Harris
House of Representatives
1536 Longworth House Office Building
Washington DC 20515

Re: Eastern Shore Youth Crisis Center - Carter/Whitsitt Center

Dear Congressman Harris,

This letter is to endorse the grant application for the Eastern Shore Youth Crisis Center proposal. This grant proposal would provide funding to renovate an 11,303 square-foot space, previously the Carter Youth Facility, into an eight-bed crisis residential/stabilization unit catering to 10- to 17-year-olds. Driven by a compelling need for behavior health services within the youth demographic, our county leadership has worked with the Kent County Health Department, MidShore Behavioral Health and the counties of Cecil, Kent, Caroline, Talbot, and Dorchester. This proposal stands to address a critical gap in crisis and is working together to expand services of an Eastern Shore Youth Crisis Center, also known as the Carter/Whitsitt Center in Chestertown, Maryland.

This initiative responds to the high incidence of adverse childhood experiences including emotional abuse, household incarceration, mental illness, and substance abuse. The proposal is underscored by the urgent requirement for mental health support, as demonstrated by the rise in emergency department visits for serious conditions such as depression, suicide, intentional self-harm, and anxiety among children and adolescents.

In closing, as elected officials, we seek to improve the lives of our constituents and families. We support and recognize the value of the Eastern Shore Youth Crisis' initiative and believe the region would benefit from this behavioral health facility.

Sincerely,

QUEEN ANNE'S COUNTY
BOARD OF COUNTY COMMISSIONERS

James J. Moran, President

Christopher M. Corchiarino

Jack N. Wilson, Jr.

J. Patrick McLaughlin

Philip L. Dumenil

cc: William Webb, Kent County Health Department
Shelley Heller, Kent County Government
Talbot County Council
Caroline County Commissioners
Cecil County Commissioners
Dorchester County Council
Midshore Behavioral Health
Senator Stephen Hershey
Delegate Steven Arentz
Delegate Jeff Ghrist
Delegate Jay Jacobs

Citizen Interest Form
5/7/2024
County Commissioners Meeting

Item Summary:
Thank You For Your Interest

ATTACHMENTS:
Description

Chris Walmsley, Director of Office Administration, Kent County Public Library
5/7/2024
County Commissioners Meeting

Item Summary:
Library of Trustees

ATTACHMENTS:
Description

Procedures For Public Comment
5/7/2024
County Commissioners Meeting

ATTACHMENTS:

Description

05.07.24 Public Comments Sign In Sheet

Procedures for Public Comment

PUBLIC COMMENTS
SIGN IN SHEET
May 7, 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

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
5/7/2024
County Commissioners Meeting

Item Summary:
License Updates

ATTACHMENTS:

Description

KATE NA Cover

05.07.24 KATE License Updates, J.J.’s Deli & Liquor, and Uncle Charlie’s Bistro Closeouts

04.22.24 JJ's Deli and Liquor, Business Closeout Report

Kent Alcohol and Tobacco Enforcement

Questions?
Please contact me:

Bonnie S. Pearsall
Office: 410-810-2212
Cell: 443-282-5785
bspearsall@kentgov.org



Kent County MARYLAND

Kent Alcohol and Tobacco Enforcement

To: Commissioners Fithian, Nickerson, and Price
From: Bonnie S. Pearsall, Inspector, and Sondra M. Blackiston, Clerk/KATE Manager
Date: May 7, 2024
Subject: License Updates: J.J.'s Deli & Liquor and Uncle Charlie's Bistro

Memorandum

License Updates:

A closeout inspection of J.J.'s Deli & Liquor was completed on April 22, 2024. No alcohol was found on the premises; a bulk transfer permit is not applicable. License No. 4786 a Class A Beer, Wine, Liquor, with EXPR (Extended Privilege) License was surrendered. The license holder voluntarily surrendered the license before its expiration date.

Inspector Pearsall made multiple attempts to contact Charles Ministero of Uncle Charlie's Bistro to schedule a closeout inspection of the establishment after being told they would be closing. Mr. Ministero informed Inspector Pearsall that he would be open until the last day of the month, and she could follow up with him then. Inspector Pearsall made a final effort to conduct a closeout inspection on April 30th and on May 1st Mr. Ministero informed Inspector Pearsall, via email, that there was no alcohol left on the premises and that he had turned in his keys to the Landlord and was no longer allowed to enter the establishment anymore. License No. 4815 a Class B Beer, Wine, Liquor, with EXPR (Extended Privilege) has expired with no intent to renew and was not surrendered to Inspector Pearsall.

These transactions will be recorded in the monthly report of retail license activity required by the Comptroller of Maryland, Field Enforcement Division.

BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY, MARYLAND

Kent Alcohol and Tobacco Enforcement
400 High Street, Chestertown, MD 21620
Office: 410-810-2212 ■ Cell: 443-282-5785

Inspection Report Type: Routine **Follow-Up Type:**

Date and Time: April 22, 2024 1:21 PM

Name of Establishment: J. J.'s Deli and Liquor

Address:511 Washington Avenue **City, State, Zip:** Chestertown, MD 21620

Phone Number: 443-282-0091

License No.: 4786 **License Types:** A, BWL, EXPR

TIPs Certified Person on Premise at Time of Inspection: No

Absentee Log Filled: No **Comment:** Establishment closed on April 19th

Licenses Publicly Displayed:

Alcohol License: No **Comment:** Establishment closed business on April 19,2024

Fire Marshal Load Capacity: N/A **Comment:**

Kent County Health Department Food Service Facility License: N/A

Comment:

Maryland Sales & Use Tax License: No **Comment:** Establishment closed.

Maryland Traders License: No **Comment:** Establishment closed

Keg Registration: N/A **Comment:**

Taps Properly Labeled: N/A **Comment:**

Dispensing System Cleaned Every 7 Days: N/A

Comment:

Dispensing System Cleaning Records Properly Maintained: N/A

Comment:

Financial Records Maintained for 2 Years:

BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY, MARYLAND

Kent Alcohol and Tobacco Enforcement
400 High Street, Chestertown, MD 21620
Office: 410-810-2212 ■ Cell: 443-282-5785

Alcohol: Yes — **Comment:**

Food: Yes — **Comment:**

Alcohol Awareness Training Records: No — **Comment:** Establishment closed

Interior Signage Posted Against Selling to Minors: No — **Comment:** Establishment closed

Exterior Signage Posted Against Drinking in Parking Lot: No — **Comment:** Establishment closed

Prohibited Hours Posted (2 am - 6 am): No — **Comment:** Establishment closed

Consumption After Hours: No — **Comment:**

Storage:

On License Premise: No — **Comment:** Establishment closed

Controlled Storage: No — **Comment:** Establishment closed.

Off-Premise Storage Permit: N/A — **Comment:**

Does There Need to Be a Follow-Up?: No

Notations/Warnings: Establishment closed on April 19, 2024. Close out inspection was conducted on Monday,April 22, 2024. No alcohol was on the premise. Alcohol License # 4786 was voluntarily surrendered..

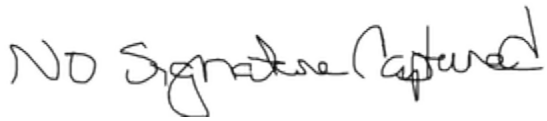
Violations: None

Email: jjsdeliandliquors@gmail.com

Verify Email Address: jjsdeliandliquors@gmail.com

Licensee/Employee Name (Print): Drew Thompson

Signature:



BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY, MARYLAND

Kent Alcohol and Tobacco Enforcement
400 High Street, Chestertown, MD 21620
Office: 410-810-2212 ■ Cell: 443-282-5785

Inspector Name (Print): Bonnie Pearsall

Signature:







BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY, MARYLAND

Kent Alcohol and Tobacco Enforcement
400 High Street, Chestertown, MD 21620
Office: 410-810-2212 ■ Cell: 443-282-5785



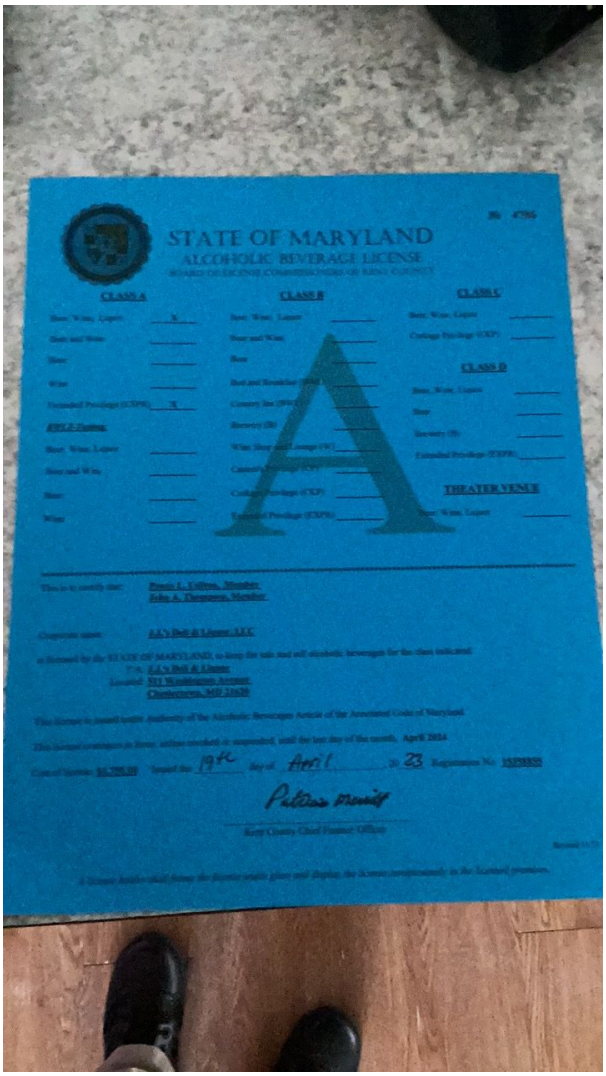




BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY, MARYLAND

Kent Alcohol and Tobacco Enforcement
400 High Street, Chestertown, MD 21620
Office: 410-810-2212 ■ Cell: 443-282-5785





American Rescue Plan Act (ARPA) Funds Spend Plan
5/7/2024
County Commissioners Meeting

ATTACHMENTS:

Description

4-23-2024 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
4/23/2024

Project	Department	Project Estimate	Date Approved	Amount Approved	Date Completed
Feed the Elderly Year 1	Local Management Board	112,800	08/31/21	112,800	9/30/2022
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115	
Clariflocculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000	6/28/2022
Clariflocculator Replacement Project Change Order #1		2,817	01/11/22	2,817	6/28/2022
Clariflocculator Replacement Project Change Order #2		90,642	01/11/22	90,642	11/23/2022
AV System	Information Technology	71,254	10/26/21	71,254	5/17/2023
IT Software	Information Technology	27,095	10/26/21	27,095	8/10/2022
Neighborhood & Infrastructure Grants	Information Technology	258,402	12/14/21	258,402	
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	
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	
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	
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	
Total Amount of Funds Committed		$ 3,649,377		$ 3,379,377	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		$ 117,400		$ 387,400	

Contingency and Use of Fund Balance Report
5/7/2024
County Commissioners Meeting

ATTACHMENTS:

Description

4-23-2024 Commissioner Report Contingency

FY24 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
April 23, 2024

CONTINGENCY

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
7/25/23	Buildings and Grounds-Government Center	$ 53,522	Cornice and fascia repair to the Kent County Government Center Building (400 High Street)
7/25/23	Buildings and Grounds-Courthouse	23,949	Replacement of (2) Packaged Terminal Air Conditioner Units within Jury Assignment Office
8/8/23	Office of Finance	10,320	Lease Query subscription for GASB 87 and GASB 96 reporting
8/22/23	Water & Wastewater Fund	10,200	Edesville sewer service district-Parcel 46 Lover's Lane construction of sewer service line to the manhole
10/31/23	Buildings and Grounds - EMS Lynch Station	10,400	Building repairs at EMS Lynch Station
10/31/23	Capital Projects Fund - Detention Center	32,967	Regional Detention Center - Part I & Part 2 programing study - letter of intent
1/30/24	Parks	5,078	Turner's Creek Granary-drawings, photography and keeping the record in an institutional archive
1/30/24	County Commissioners	1,000	National Vietnam War Veterans Day on March 29 in downtown Chestertown
3/5/24	Information Systems	2,365	Replacement of security cameras at the County Government Center
3/5/24	Information Systems	5,303	Upgraded and additional panic buttons at the County Government Center
3/26/24	Information Systems	3,747	Extend county fiber at Tolchester Fairgrounds
3/26/24	State's Attorney	6,000	Grant writer for the Recidivism Reduction Project
4/2/24	Circuit Court	34,097	Court Smart software installation
4/2/24	Emergency Medical Service	10,000	PPE Equipment
4/2/24	Buildings and Grounds - Government Center	10,000	Repair and replacement windows at 400 High Street
4/2/24	Buildings and Grounds - Government Center	1,800	Engineer's structural evaluation and recommendation at 400 High Street
TOTAL		**$ 220,748**	
BEGINNING CONTINGENCY BUDGET		**$ 400,000**	
ENDING CONTINGENCY BALANCE		**$ 179,252**	

USE OF FUND BALANCE

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
10/31/2023	General Services	23,848	Technology software solution software to identify monitor, and collect taxes on short-term rentals
1/23/2024	Detention Center	94,377	Fill vacant Correctional Officer that was placed on hold during FY24 Budget process
2/13/2024	County Commissioners	10,000	Greenwill Consulting Group, LLC - Government relation services
TOTAL		**$ 128,225**	

USE OF FUND BALANCE

Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.

Shelley Heller, County Administrator, and Jim Miller, Director, Human Resources
5/7/2024
County Commissioners Meeting

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

ATTACHMENTS:
Description

Jim Miller, Director, Human Resources
5/7/2024
County Commissioners Meeting

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

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HR Cover Page

Kent County MARYLAND

Department of Human Resources

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

Kent County Department of Human Resources

