THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA

April 20, 2021

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

Kent County Government Operations, Dial 1-872-239-8359 and enter Conference ID 616 101 755#

Public Notices

Code Home Rule Bill No. 4-2021 Economic and Tourism Development
Adoption Notice

Code Home Rule Bill No. 5-2021 Bond Issuance Procedure
Adoption Notice

Cable Franchise Renewal Agreement - Atlantic Broadband (Delmar), LLC
Fair Summary Notice

Cable Franchise Renewal Agreement - Comcast of Delmarva, LLC
Fair Summary Notice

Consent Items

#1 - Regular Session Minutes, April 13, 2021

#2 - Liquor Minutes, April 13, 2021

#3 - Closed Session Minutes, April 13, 2021

#4 - Democratic Club of Kent County, Raffle Only, May 12, 2021

County Attorney

Thomas N. Yeager, County Attorney
Introduction of Code Home Rule Bill No. 7-2021 Farm Breweries In The Agricultural Zoning District

Thomas N. Yeager, County Attorney
Public Hearing Procedures During COVID-19

Legislative Session

Bill Mackey, Director, Planning, Housing, and Zoning
First Reading to Advertise a Public Hearing
Code Home Rule Bill 7-2021, Adding Farm Breweries to Agricultural Zoning District (AZD)

Public Hearing

Ordinance No. 6-2021 Execution of A Law Enforcement Mutual Aid Agreement
Public Hearing

Appointments

Shelly Neal-Edwards, Director, Kent County Department of Social Services

Legal Services

Ken Kozel, President and CEO, University of Maryland Shore Regional Health

Reimaging Eastern Shore Health Care

Kent Alcohol and Tobacco Enforcement KATE

J. Terry Ober, Inspector, Kent Alcohol and Tobacco Enforcement

Administrative Hearing Discussion

J. Terry Ober, Inspector, Kent Alcohol and Tobacco Enforcement

Presentation of 2021 Alcoholic Beverage License Renewal Applications

Public Works Director

Turners Creek Bulkhead

Engineering Services Change Order

Scott Kessel, Acting State Director, Delaware-Maryland, United States Department of Agriculture

Notice of Obligation

Human Resources Director

Kent Family Center

Service Coordinator Vacancy

Parks and Recreation

Summer Applicants

Public Works - Grounds Maintenance

Worker Vacancy

Public Works - Environmental Operations Division

Crew Leader Vacancy

Public Works - Environmental Operations Division

Position Reclassification

Public Works - Environmental Operations Division

MEO II Vacancy

Public Works - Environmental Operations Division

Part Time Recycling Attendant Vacancy

Public Works - Water and Wastewater Division

Superintendent Vacancy - POSTPONED

Public Works - Water and Wastewater Division

Division Chief Vacancy

Public Works - Water and Wastewater Division

Plant Operator Vacancy - POSTPONED

Public Works - Water and Wastewater Division

Facilities Mechanic Vacancy

Public Works - County Engineer

County Engineer Vacancy

Office of Finance

Proposed New Position

Office of Finance

Procurement and Grant Accounting Manager Vacancy

County Commissioners Office

Proposed New Position

County Commissioners Office

Grants Manager Vacancy

County Administrator

Joseph L. Holt, Executive Director of Institutional and Government Giving, Washington College

Request for a Letter of Support

Public Comment/Media Review Dial 1-872-239-8359 and enter Conference ID 616 101 755#

Procedures for Public Comment

Closed Session

Thomas N. Yeager, County Attorney

Legal Advice and Potential Litigation
Statutory authority to close session:
This meeting will be closed under General Provisions Art. § 3-305(b)
(7) To consult with counsel to obtain legal advice and (8)To consult with staff, consultants, or other individuals about pending or potential litigation

Contingency Fund

Contingency and Use of Fund Balance Report

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

Code Home Rule Bill No. 4-2021 Economic and Tourism Development
4/20/2021
County Commissioners Meeting

Item Summary:
Adoption Notice

ATTACHMENTS:

Description

Code Home Rule Bill No. 4-2021 Economic and Tourism Development Adoption Notice

04.06.21 Code Home Rule Bill No. 4-2021 Economic and Tourism Development Adopted Legislation - Amended by Interlineation

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
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TELEPHONE 410-778-4600
E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

March 2, 2021
Legislative Session Day

Legislative Session Day
March 2, 2021

CODE HOME RULE
BILL NO. 4-2021

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 21, Economic and Tourism Development, of the Code of Public Local Laws of Kent County, Maryland. The purpose of this chapter is to provide a Director of Economic and Tourism Development, merge the existing Economic Development Commission and Tourism Development Advisory Board to create a single Economic and Tourism Development Commission consisting of seven (7) to nine (9) members, and provide for the duties and terms of the Members.

This legislation was adopted on April 6, 2021, with amendments, and the provisions of this Act shall take effect on May 21, 2021.

This bill in its entirety is on file at the Commissioners' Office, 400 High Street, Chestertown, Maryland, Monday through Friday, 8:30 a.m. to 4:30 p.m. and on the County's website at www.kentcounty.com.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 04/15/21, 04/22/21, 04/29/21

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

March 2, 2021
Legislative Session Day

Legislative Session Day
March 2, 2021

CODE HOME RULE
BILL NO. 4-2021

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 21, Economic and Tourism Development, of the Code of Public Local Laws of Kent County, Maryland. The purpose of this chapter is to provide a Director of Economic and Tourism Development, merge the existing Economic Development Commission and Tourism Development Advisory Board to create a single Economic and Tourism Development Commission consisting of seven (7) to nine (9) members, and provide for the duties and terms of the Members.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

INTRODUCED, read first time, March 2, 2021, ordered posted and public hearing scheduled on March 16, 2021 at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

RECEIVED
CLERK, CIRCUIT COURT
2021 APR 13 A 10:55
KENT COUNTY

By order of:

Sondra M. Blackiston

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on March 16, 2021. Reported favorably [with] amendments; read second time and ordered to be considered on April 6, 2021, a legislative session day.

BILL NO. 4-2021, as amended by interlineation, indicated by **bold double underline** and ~~double strike-through~~ **CAPITALS & BOLD** INDICATES MATTER ADDED TO EXISTING LAW. ~~Strike through~~ indicates matter deleted from existing law (in the original legislative bill)

A BILL ENTITLED CHR 4-2021 ECONOMIC AND TOURISM DEVELOPMENT

NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Chapter 21, Article I Economic Development is hereby amended, and Article II Tourism is hereby deleted as follows:

Article I
Economic **AND TOURISM** Development

§ 21-1. Director.

~~The Director shall serve at the pleasure of the County Commissioners and receive such compensation as may be from time to time determined by resolution of the County Commissioners.~~ **THE COUNTY COMMISSIONERS OF KENT COUNTY MAY APPOINT A DIRECTOR OF ECONOMIC AND TOURISM DEVELOPMENT WHO SHALL SERVE AT THE PLEASURE OF THE COUNTY COMMISSIONERS AND RECEIVE SUCH COMPENSATION AS MAY BE FROM TIME TO TIME DETERMINED BY THE COUNTY COMMISSIONERS.**

~~§ 21-2. Powers and duties of Director.~~

~~The Director shall have the following powers and duties:~~

~~A. To facilitate the activities of the Economic Development Commission.~~

~~B. To promote the economic development of the county by attracting additional industry, commerce, and tourism.~~

~~C. To gather, maintain and disseminate information concerning industrial sites and commercial sites throughout the county.~~

~~D. To gather and disseminate information concerning the historical and cultural aspects of the county.~~

~~E. To act as the County's official liaison agent with persons interested in expanding existing businesses currently in the County or with persons interested in locating businesses in the County.~~

~~F. To form partnerships of industry, city, state and national and private agencies in promoting the purposes of economic development.~~

~~G. To serve as ombudsman for all businesses and industries in the County in the resolution of any community problems they may have, and to encourage the management of the same to have a constructive interest in the County.~~

~~H. To confer with and inform the County Commissioners, the Economic Development Commission, and municipal governing bodies on all matters relative to the economic development in the County.~~

BILL NO. 4-2021, as amended by interlineation, indicated by **bold double underline** and ~~double strike through~~ **CAPITALS & BOLD** INDICATES MATTER ADDED TO EXISTING LAW. ~~Strike through~~ indicates matter deleted from existing law (in the original legislative bill)

~~I. To periodically survey the overall status of the county and municipalities to determine if the county and municipalities furnish such services and facilities that are conducive to economic expansion.~~

~~J. To render annually, or as requested, a summary of activities to the County Commissioners.~~

~~K. To meet with existing businesses to ensure retention and keep a pulse on their business activities.~~

~~L. Network and stay involved with state and other regional economic development professionals.~~

~~M. To serve as an ex officio member of the Tourism Development Advisory Board.~~

§ 21-2. ESTABLISHMENT OF AN ECONOMIC AND TOURISM DEVELOPMENT COMMISSION.

THERE SHALL BE AN ECONOMIC AND TOURISM DEVELOPMENT COMMISSION. THE MEMBERS OF THE COMMISSION SHALL BE APPOINTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY AS SET FORTH IN THIS CHAPTER.

§ 21-3. Composition and compensation of Commission.

A. The Commission shall consist of **AT LEAST** seven **AND** ~~members,~~ **NO MORE THAN NINE MEMBERS,** excluding the Director, who shall serve as ~~an~~ **A NON-VOTING** ex officio member. ~~**AT LEAST ONE MEMBER SHALL BE FROM THE TOURISM INDUSTRY.**~~ **THE BOARD SHALL BE COMPRISED OF MEMBERS THAT REPRESENT THE ECONOMY OF KENT COUNTY.**

B. The members of the Commission shall serve without compensation but shall be reimbursed for such expenses incurred in the performance of their duties as may be approved by the County Commissioners.

§ 21-4. Terms.

A. Commission members shall serve for terms of three years, **OR UNTIL A SUCCESSOR IS APPOINTED.** ~~No member~~ **MEMBERS** may ~~serve~~ **NOT BE APPOINTED** for more than two successive full terms. (~~F~~**f**illing a vacant position during the term shall not be construed as a full term.~~)~~

B. IF A MEMBER IS CURRENTLY SERVING ON THE ECONOMIC DEVELOPMENT COMMISSION OR TOURISM DEVELOPMENT ADVISORY BOARD, THAT MEMBER MAY FINISH THEIR TERM AS A MEMBER OF THE ECONOMIC AND TOURISM DEVELOPMENT COMMISSION. IF THAT MEMBER IS SERVING IN THEIR FIRST TERM, THAT MEMBER MAY BE REAPPOINTED FOR A SECOND TERM.

C. A MEMBER MAY BE RECOMMENDED BY THE COMMISSION TO THE COUNTY COMMISSIONERS FOR REMOVAL. A MEMBER MISSING THREE CONSECUTIVE MEETINGS MAY BE RECOMMENDED FOR REMOVAL.

§ 21-5. Officers.

~~A.~~ At the first meeting of the **ECONOMIC AND TOURISM DEVELOPMENT COMMISSION, AND EACH YEAR THEREAFTER, AT THE FIRST MEETING OF THE CALENDAR YEAR, THE MEMBERS OF THE COMMISSION SHALL ELECT FROM THEIR MEMBERS A CHAIRPERSON, AND SUCH OTHER OFFICERS AS THEY MAY DEEM NECESSARY.** ~~calendar year, the members of the Commission shall elect from their members a Chairperson, and such other officers as they may deem necessary. The terms of the officers shall be determined by the commission.~~

~~B. The chairperson of the economic development commission shall serve as an ex officio member of the tourism development advisory board.~~

§ 21-6. Meetings.

The Commission shall ~~meet in regular sessions at least once a month. Special meetings shall be at the call of the chairperson in conjunction with the director~~ **HOLD SUCH REGULAR MEETINGS AS NECESSARY TO DISCHARGE ITS DUTIES.**

§ 21-7. Duties of Commission.

A. Support and assist the Director in the performance of his or her duties.

B. Meet with the County Commissioners annually, and as requested, to review and evaluate economic policies and issues~~;~~**.** ~~and advise the commissioners on the performance of the county revolving loan fund.~~

C. Recommend proposed policies and legislation to the Director to promote a healthy business climate.

D. Promote cooperation between County departments, municipal and state governments.

E. Provide an annual review of the County economic development strategic plan~~;~~**.** ~~which will include benchmarks for retaining and growing existing businesses. The plan will promote economic growth in the county for the short-term (one- to three-year) and long-term (four- to ten-year) horizons.~~

F. Assist the Director with the retention, expansion, and attraction of businesses in the County.

G. Assist the ~~d~~**D**irector with dissemination of information in the interest of economic **AND TOURISM** development**.** ~~by publication, advertising, or other means~~.

H. As needed, attend public meetings regarding local and regional economic **AND TOURISM** development.

I. Assist the Director to ensure local businesses are aware of any local, state, and federal government funding sources (loans and grants) for business growth and retention.

J. Perform and/or support other duties as requested by the County Commissioners or the Director.

§ 21-8. ~~Nature of Commission.~~ **SUBCOMMITTEES.**

~~The powers and duties of the Director and the Commission are of an advisory nature only. Neither the Director, the Commission, nor any member thereof shall incur any obligations in the name of the county.~~ **THE COMMISSION MAY ESTABLISH SUB-COMMITTEES AT ITS DISCRETION TO FURTHER THE MISSION OF THE COMMISSION**.

§ 21-9. NATURE OF COMMISSION.

THE POWERS AND DUTIES OF THE DIRECTOR AND THE COMMISSION ARE OF AN ADVISORY NATURE ONLY. NEITHER THE DIRECTOR, THE COMMISSION, NOR ANY MEMBER THEREOF SHALL INCUR ANY OBLIGATIONS IN THE NAME OF THE COUNTY.

~~ARTICLE II~~
~~Tourism Development~~

~~§ 21-9. Director.~~

~~The position of Tourism Development Director is hereby created. The Director shall serve at the pleasure of the County Commissioners and receive such compensation as may be from time to time determined by resolution of the County Commissioners.~~

~~§ 21-10. Powers and duties of Director.~~

~~The Director shall have the following powers and duties:~~

~~A. To work with the Tourism Development Advisory Board.~~

~~B. To adopt a progressive program to promote the tourism in the county.~~

~~C. To gather, maintain and disseminate information relative to marketing programs and advertising programs and coordinating the same with state and private promotions.~~

~~D. To gather and disseminate information concerning the historical and cultural aspects of the county.~~

~~E. To act as the county's official liaison agent at state and regional agency meetings.~~

~~F. To enlist the cooperation of federal and state agencies in promoting tourism in the county.~~

~~G. To confer with and inform the County Commissioners and the Tourism Development Advisory Board and municipal governing bodies on all matters relative to tourism in the county.~~

~~H. To periodically survey the overall status of the county and municipalities to determine if the county and municipalities furnish such services and facilities that are conducive to the expansion of tourism in the county.~~

~~I. To render annually a brief summary of activities to the County Commissioners.~~

~~§ 21-11. Composition and compensation of Board.~~

~~A. The Advisory Board shall consist of seven members, excluding the Director, who shall serve as an ex officio member.~~

~~B. The members of the Advisory Board shall serve without compensation but shall be reimbursed for such expenses incurred in the performance of their duties as may be approved by the County Commissioners.~~

~~§ 21-12. Terms.~~

~~A. Advisory Board members shall serve for terms of three years, which terms shall be staggered. No member may serve for more than two successive full terms. (Filling a vacant position during the term shall not be construed as a full term.)~~

~~B. The initial appointments shall be for three persons to serve one-year terms, two persons to serve two-year terms and two persons to serve three-year terms.~~

~~§ 21-13. Officers.~~

~~Within 30 days after their appointment, the members of the Advisory Board shall meet and organize by electing from their members a Chairperson and such other officers as they may deem necessary. The terms of the officers shall be determined by the Board.~~

~~§ 21-14. Meetings.~~

~~The Advisory Board shall meet in regular sessions at least once a month. Special meetings shall be at the call of the Chairperson in conjunction with the Director.~~

~~§ 21-15. Duties of Board.~~

~~The Advisory Board shall assist the Director in the performance of his duties.~~

~~§ 21-16. Nature of Board.~~

BILL NO. 4-2021, as amended by interlineation, indicated by **bold double underline** and ~~double strike-through~~ **CAPITALS & BOLD** INDICATES MATTER ADDED TO EXISTING LAW. ~~Strike through~~ indicates matter deleted from existing law (in the original legislative bill)

~~The powers and duties of the Director and the Advisory Board are of an advisory nature only. Neither the Director, the Advisory Board nor any member thereof shall incur any obligations in the name of the county.~~

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the 21st day of May, 2021.

Read Third Time April 6, 2021

PASSED this 6th day of April, 2021.

Failed of Passage _____

By order of:

Sondra M. Blackiston

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)

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

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

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

BILL NO. 4-2021, as amended by interlineation, indicated by **bold double underline** and ~~double strike through~~ **CAPITALS & BOLD** INDICATES MATTER ADDED TO EXISTING LAW. ~~Strike through~~ indicates matter deleted from existing law (in the original legislative bill)

Code Home Rule Bill No. 5-2021 Bond Issuance Procedure
4/20/2021
County Commissioners Meeting

Item Summary:
Adoption Notice

ATTACHMENTS:

Description

Code Home Rule Bill No. 5-2021 Bond Issuance Procedure Adoption Notice

04.06.21 Code Home Rule Bill No. 5-2021 Bond Issuance Procedure Adopted Legislation

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

March 2, 2021
Legislative Session Day

Legislative Session Day
March 2, 2021

CODE HOME RULE
BILL NO. 5-2021

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 3, Administration of Government, Article II Finances of the Code of Public Local Laws of Kent County, Maryland. The purpose of the amendment to this Chapter is to allow an exemption regarding bond issuance as permitted in the Local Government Article.

This legislation was adopted on April 6, 2021, without amendments; and the provisions of this Act shall take effect on May 21, 2021.

This bill in its entirety is on file at the Commissioners' Office, 400 High Street, Chestertown, Maryland, Monday through Friday, 8:30 a.m. to 4:30 p.m. and on the County's website at www.kentcounty.com.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 04/15/21, 04/22/21, 04/29/21

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

March 2, 2021
Legislative Session Day

Legislative Session Day
March 2, 2021

CODE HOME RULE
BILL NO. 5-2021

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 3, Administration of Government, Article II Finances of the Code of Public Local Laws of Kent County, Maryland. The purpose of the amendment to this Chapter is to allow an exemption regarding bond issuance as permitted in the Local Government Article.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

INTRODUCED, read first time, March 2, 2021, ordered posted and public hearing scheduled on March 16, 2021, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

RECEIVED
CLERK, CIRCUIT COURT
2021 APR 13 A 10:55
KENT COUNTY

By order of:

Sondra M. Blackiston

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on March 16, 2021. Reported favorably ~~with~~ [without] amendments; read second time and ordered to be considered on April 6, 2021, a legislative session day.

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

A BILL ENTITLED CHR 5-2021 BOND ISSUANCE PROCEDURE

NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Chapter 3, Administration of Government, Article II Finance is hereby amended to add §3-10.1.F. as follows:

Article II
Finances

.....

§ 3-10.1 Borrowing authorized.

.....

F. THE PROVISIONS OF LOCAL GOVERNMENT ARTICLE §19-205 OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED FROM TIME TO TIME, DO NOT APPLY TO THIS SECTION.

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

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the 21st day of May, 2021.

Read Third Time April 6, 2021

PASSED this 6th day of April, 2021.

Failed of Passage _____

By order of:

Sondra M. Blackiston

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)

COUNTY COMMISSIONERS OF KENT CO. SEAL ADOPTED MAY 18, 1860 MARYLAND

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Robert N. Jacob, Jr., Member

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

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

Cable Franchise Renewal Agreement - Atlantic Broadband (Delmar), LLC
4/20/2021
County Commissioners Meeting

Item Summary:
Fair Summary Notice

ATTACHMENTS:

Description

Kent County - Atlantic Broadband Fair Summary Notice

04.06.21 Resolution 2021-04 A Resolution Authorizing Execution of a Cable Franchise Agreement Between the County and Atlantic Broadband (Delmar), LLC

04.06.21 Cable Franchise Agreement Between Kent County (MD0205, MD0237, MD0365) and Atlantic Broadband (Delmar) LLC

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

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ROCK HALL, MD

ROBERT N. JACOB, JR.
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www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

FAIR SUMMARY NOTICE

A CABLE FRANCHISE RENEWAL AGREEMENT WITH ATLANTIC BROADBAND (DELMAR), LLC AND A RESOLUTION BY THE COUNTY COMMISSIONERS OF KENT COUNTY AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE COUNTY AND ATLANTIC BROADBAND (DELMAR), LLC

Fair summary is hereby given that pursuant to the Code of Public Laws of Kent County, Maryland Chapter 76 Cable Television Franchising the renewal of a franchise agreement was considered. A public hearing was duly advertised and held on March 30, 2021, the public process of under which comments from the public and/or an applicant seeking renewal of a cable franchise agreement were received. Written comments were accepted until Friday, April 2, 2021.

The Board voted to authorize the execution of the Cable Franchise Agreement between Kent County (MD0205, MD0237, MD0365) and Atlantic Broadband (Delmar) LLC, by Resolution 2021-04 on Tuesday, April 6, 2021.

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

By order of:

THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

Sondra M. Blackiston

Sondra M. Blackiston
Clerk

PUBLISH: KCN 4/15/21, 4/22/21, 4/29/21

RESOLUTION 2021-04
COUNTY COMMISSIONER OF KENT COUNTY, MARYLAND

A RESOLUTION AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE COUNTY AND ATLANTIC BROADBAND (DELMAR), LLC

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

WHEREAS, Atlantic Broadband (Delmar), LLC ("Atlantic Broadband") currently holds a franchise to operate a Cable System within the County previously granted to Atlantic Broadband or a predecessor entity; and

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

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

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

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

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

RESOLVED this 6th day of April, 2021.

ATTEST:

Sondra M. Blackiston, Clerk

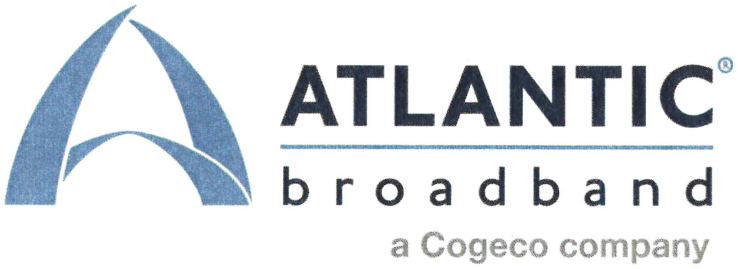
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

RECEIVED
CLERK, CIRCUIT COURT
2021 APR 13 A 10:56
KENT COUNTY



CABLE FRANCHISE AGREEMENT

BETWEEN

KENT COUNTY
(MD0205, MD0237, MD0365)

AND

ATLANTIC BROADBAND (DELMAR), LLC

With assistance from:

Cohen Law Group
413 South Main Street
Pittsburgh, PA 15215
Phone: (412) 447-0130
www.cohenlawgroup.org

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the 6th day of April, 2021 by and between the Kent County, Maryland (hereinafter referred to as the "County") and Atlantic Broadband (Delmar), LLC (hereinafter referred to as "Atlantic Broadband").

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

WHEREAS, Atlantic Broadband currently holds a franchise to operate a Cable System within the County previously granted to Atlantic Broadband or a predecessor entity; and

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

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

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

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

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

SECTION 1
DEFINITIONS

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

(a) Affiliated Entity – Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Atlantic Broadband.

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

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

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

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

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

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

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

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

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

(k) FCC – Federal Communications Commission.

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

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

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

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

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

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

Gross Revenues shall not include bad debts, investment income, refunded deposits, or any taxes on services furnished by Atlantic Broadband and imposed directly upon any Subscriber or user by the County, State, federal or other governmental unit. In the event of any dispute over the classification of revenue, the County and Atlantic Broadband agree that reference should be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB").

(p) HD – High-definition format.

(q) Leased Access or Commercial Access Channel – Any channel on Atlantic Broadband's Cable System designated for use by any entity that is unaffiliated with Atlantic Broadband pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(r) Multiple Dwelling Units or MDUs – Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for two (2) or more households.

(s) Normal Business Hours – Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(t) Normal Operating Conditions – Business conditions within Atlantic Broadband's service department which are within the control of Atlantic Broadband. Those conditions that are not within the control of Atlantic Broadband include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions.

(u) Outlet – An interior receptacle that connects a television set to the Cable System.

(v) Educational and Governmental (EG) Channel – An access channel that consists of local public, educational and/or governmental programming.

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

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

(y) Service Interruption – The loss of picture or sound on one or more Channels.

(z) State – The State of Maryland.

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

SECTION 2
GRANT OF FRANCHISE

2.1 GRANT OF AUTHORITY

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

2.2 TERM OF FRANCHISE

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

2.3 COMPETITIVE EQUITY

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

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

(c) In the event an application for a new Franchise for Cable Service is submitted to the County proposing to serve Subscribers within the County, then the County shall notify Atlantic Broadband in writing of the submission of the application.

2.4 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

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

SECTION 3
SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Atlantic Broadband shall operate, maintain, construct, and extend the Cable System so as to offer one-way and two-way Cable Services for all programming services throughout all parts of the County where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with FCC standards. The Cable System shall meet any and all technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the State of Maryland and the generally applicable laws, ordinances and construction standards of the County.

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

3.2 AREA TO BE SERVED

(a) Atlantic Broadband shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Atlantic Broadband is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of

the Cable Act. Atlantic Broadband shall extend the Cable System into all areas within the County where there is a minimum of twenty five (25) dwelling units per linear mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the nearest trunk line. Atlantic Broadband shall complete said extensions within three (3) months of written notification to Atlantic Broadband by the County that an area has met the minimum density standard set forth herein (weather, environmental and/or other Force Majeure conditions permitting). Atlantic Broadband's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Any dwelling unit within one hundred twenty five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit further than one hundred twenty five (125) feet aerial distance from the main distribution line, Atlantic Broadband shall extend the Cable Service at a rate not to exceed the actual cost of installation.

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

3.3 CABLE SYSTEM SPECIFICATIONS

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

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

3.4 SYSTEM TESTS

(a) Atlantic Broadband shall conduct proof of performance and other system tests as set forth below. Atlantic Broadband shall retain written reports of the results of any tests required by the FCC, and such reports shall be submitted to the County within thirty (30) days of a written

request from the County; provided, however, that Atlantic Broadband shall not be required to submit such reports more than one (1) time in any calendar year.

(b) Atlantic Broadband shall perform the following tests on its Cable System:

(1) All tests required by the FCC; and

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

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

3.5 EMERGENCY ALERT SYSTEM

Atlantic Broadband shall comply with the Emergency Alert System requirements of the FCC.

3.6 RATE DISCRIMINATION

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

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

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

3.7 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

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

3.8 SERVICE TO MULTIPLE DWELLING UNITS ("MDUs")

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

3.9 REPAIRS AND RESTORATION

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

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

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

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

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

(f) Whenever Atlantic Broadband or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Maryland One Call System prior to any such

disturbance. Atlantic Broadband shall adhere to any additional undergrounding requirements which the State may establish in the future.

(g) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the County, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

3.10 SERVICE AREA MAPS

Upon written request and within sixty (60) days of such written request, but not more than once annually, Atlantic Broadband shall provide to the County for its exclusive, non-commercial use and shall maintain at its local offices, a complete set of Atlantic Broadband service area strand maps of the County on which shall be shown those areas in which its facilities exist and the location of all streets. Such strand maps are expressly understood by the County to be Atlantic Broadband's proprietary and confidential information. The strand maps shall be provided to the County in hardcopy or, if requested and available, in an electronic format acceptable to Atlantic Broadband and the County, provided that the County shall not retain such electronic or hard copies of the strand maps. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground.

3.11 DISCONNECTION AND RELOCATION

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

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

3.12 EMERGENCY REMOVAL OF EQUIPMENT

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

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

3.13 TREE TRIMMING

(a) Atlantic Broadband, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Atlantic Broadband. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

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

3.14 CHANNEL CAPACITY

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

3.15 BROADCAST CHANNELS

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

3.16 SIGNAL SCRAMBLING

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

3.17 CONTINUITY OF SERVICE

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

3.18 PARENTAL CONTROL CAPABILITY

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

SECTION 4
SUBSCRIBER SERVICE STANDARDS

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

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

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

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

4.2 INSTALLATIONS AND SERVICE CALLS

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

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty five (125) feet from the existing main distribution line.

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

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

4.3 NOTICES

(a) Atlantic Broadband shall provide written notice to each Subscriber upon initial subscription, and once per calendar year thereafter to each Subscriber and at any time upon request, regarding each of the following areas:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Channel positions of programming carried on the Cable System;

(4) Installation and service maintenance policies;

(5) Instructions on how to use the Cable Service and any converters;

(6) Billing and Subscriber Complaint procedures;

(7) Atlantic Broadband's address, telephone number and office hours; and

(8) A notice of Subscriber privacy rights as required by federal law.

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

(c) In accordance with federal law, Atlantic Broadband shall maintain a file available to the public containing all written notices provided to Subscribers pursuant to the requirements

contained herein by Atlantic Broadband during the previous twelve (12) months. Such file may be maintained electronically.

4.4 BILLING

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

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

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

4.5 SUBSCRIBER COMPLAINT PROCEDURES

Atlantic Broadband shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

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

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

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

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

(2) The Subscriber pays all undisputed charges; and

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

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

4.6 DISCONNECTION

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

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

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

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

(d) If at any time and without notice, Atlantic Broadband determines in good faith that Subscriber has tampered with or abused Atlantic Broadband's equipment or service or is engaged in theft of Cable Service.

4.7 SERVICE INTERRUPTIONS

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

4.8 PRIVACY

(a) Atlantic Broadband shall respect the rights of privacy of every Subscriber and shall not violate such rights through the use of any device or signal associated with the Cable System. Atlantic Broadband shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations.

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

(c) Absent a court order or requirement of federal law, neither Atlantic Broadband nor its designee shall tap, monitor, arrange for the tapping or monitoring of any cable, line, signal,

input device, or Subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber; provided, however, that Atlantic Broadband may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner consistent with the federal law. To the extent permitted under applicable law, Atlantic Broadband shall report to the affected parties any instances of monitoring or tapping of the Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Atlantic Broadband. Atlantic Broadband shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes.

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

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

(f) Atlantic Broadband shall not make its Subscriber list or lists, or any portion thereof, available to any other person or entity, only in conformance with Section 631 of the Cable Act and other applicable law

SECTION 5
REGULATION BY THE COUNTY

5.1 RIGHT TO INSPECT

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

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

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

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

5.3 RESERVED AUTHORITY

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

5.4 POLICE POWERS

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

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

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

5.6 PERMITS

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

5.7 REPORTING

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

(a) Subscriber Complaint Reports

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

(b) Annual Financial Report

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

(c) Government Reports

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

SECTION 6
COMPENSATION TO THE COUNTY

6.1 FRANCHISE FEES

Atlantic Broadband shall pay to the County an amount equal to three percent (3%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the County. Atlantic Broadband shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability. The County may amend the Franchise Fee upon written notice to Atlantic Broadband provided that the Franchise Fee may not exceed the maximum

percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the County shall accompany such written notice. Any change in Atlantic Broadband's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice and shall not result in the adjustment of any previous paid Franchise Fees.

6.2 QUARTERLY PAYMENTS

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

6.3 QUARTERLY REPORTS

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

6.4 FRANCHISE FEE REVIEW

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

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

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

(c) Any Franchise Fee payment due to the County as a result of the Franchise Fee review shall be paid to the County by Atlantic Broadband within sixty (60) days from the date the County notifies Atlantic Broadband of its final determination, or if the matter is submitted to mediation or litigation, within sixty (60) days from the final disposition of such action. If the audit or Franchise Fee review shows that Franchise Fees have been underpaid, then Atlantic Broadband shall pay the underpaid amount plus monetary fines of ten percent (10%) of the underpayment. If Franchise Fees have been underpaid by five percent (5%) or more, then Atlantic Broadband shall also pay the reasonable cost of the review or audit. If the audit or franchise fee review shows that franchise fees have been overpaid, then Atlantic shall may offset the overpaid amount against future Franchise fee payments until such time as the overpayment has been entirely recouped.

6.5 BUNDLED SERVICES

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

SECTION 7
SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

(a) Atlantic Broadband shall provide a cable service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. In accordance with applicable law, Atlantic Broadband will charge the fair market value for each such account, which fair market value shall match the then-current rate card for the level of service provided. Atlantic Broadband shall notify the County in writing regarding the amount of the monthly service fee for each account based on fair market value. The County shall then notify Atlantic Broadband, within thirty (30) days of receiving the notice from Atlantic Broadband, whether it wishes the amount due each month to be invoiced for payment or deducted from the next franchise fee payment. The

County may upgrade the level of cable service received at then current rate card prices for the higher level of service. The County may also elect in writing not to receive the service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.

(b) In the event the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act is reversed on appeal as to the issue of complimentary cable services as in-kind contributions in a cable franchise and such result becomes final within thirty (30) days of the result becoming final, Atlantic Broadband will discontinue the charge for Basic Service for the Public Building locations listed in Exhibit A and provide such service on a complimentary basis. Any additional levels of cable service, outlets, or service locations ordered by the County shall continue to be subject to standard rates.

(c) During the term of the Franchise, the County may change a Public Building location listed in Exhibit A upon 90-days written notice to Atlantic Broadband, provided that the new location is within 125 feet of existing Atlantic Broadband cable distribution plant.

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

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

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

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

(c) Atlantic Broadband shall be responsible for maintaining the Return Line to the video origination point of the EG Channel so long as the City provides Atlantic Broadband with

access to such location and access to the EG Channel equipment within such location. Atlantic Broadband shall provide, install and maintain in good working order the equipment and the appropriate technical method approved by Atlantic Broadband necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Atlantic Broadband shall not be liable for any content programmed on the designated PEG Channel.

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

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

SECTION 8
ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

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

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

(c) If the violation has not been cured within the time allowed under Section 8.1(b) above, then Atlantic Broadband may request that the County schedule a public hearing to provide Atlantic Broadband with the opportunity to demonstrate that Atlantic Broadband continues to make reasonable steps to cure. Alternatively, the County may conduct a public hearing following written notice to Atlantic Broadband that it intends to impose liquidated damages. If the County determines as a result of such hearing that Atlantic Broadband has not taken reasonable steps to

cure the violation, then the County may deem that Atlantic Broadband is liable for liquidated damages and/or any other right or remedy and the County's costs in accordance with Section 8.2.

8.2 LIQUIDATED DAMAGES

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

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the County. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The County may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction before, during, or after the assessment of liquidated damages.

8.3 REVOCATION

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

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

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

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

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

(c) A revocation shall be declared only by a written decision of the County Council after an appropriate public hearing that shall afford Atlantic Broadband due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses

and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the State. All notice requirements shall be met by providing Atlantic Broadband at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The County, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Atlantic Broadband of mitigating circumstances or good cause for the existence of such grounds. The County shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Atlantic Broadband.

8.4 INSURANCE

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

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

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

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

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

(b) The County, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.

(c) Atlantic Broadband shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5. Atlantic Broadband shall provide the County with at least thirty (30) days prior written notice in the event there is an adverse material change in coverage or the policies are cancelled or not renewed.

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

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

8.5 INDEMNIFICATION

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

SECTION 9
MISCELLANEOUS

9.1 FORCE MAJEURE

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

9.2 REMOVAL OF SYSTEM

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

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

(c) Notwithstanding the above, Atlantic Broadband shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Atlantic Broadband from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

9.3 NOTICES

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

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

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

Atlantic Broadband
2 Batterymarch Park
Suite 205
Quincy, MA 02169

With copies to:

Atlantic Broadband
General Counsel
2 Batterymarch Park
Suite 205
Quincy, MA 02169

and

Atlantic Broadband
Attn: VP/GM of Maryland Region
2 Batterymarch Park
Suite 205
Quincy, MA 02169

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

9.4 EQUAL EMPLOYMENT OPPORTUNITY

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

9.5 CAPTIONS

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

9.6 GOVERNING LAW; VENUE

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

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

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

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

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

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

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

on the transfer or assignment. The County shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

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

9.8 ENTIRE AGREEMENT

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

9.9 SEVERABILITY

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

9.10 NO WAIVER OF RIGHTS

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

9.11 CHANGE OF LAW

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

9.12 COMPLIANCE WITH LAWS

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

9.13 THIRD-PARTY BENEFICIARIES

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

9.14 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Atlantic Broadband, the County and their respective successors and assigns. This Agreement is authorized by Resolution No. 2021-04 dated April 6, 2021 of the County Commissioners of Kent County, Maryland.

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

KENT COUNTY

By: P. Thomas Mason

Name: P. Thomas Mason

Title: President

Date: April 6, 2021

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

ATLANTIC BROADBAND (DELMAR), LLC

By: _____

Name: Leslie J. Brown

Title: SVP & General Counsel

Date: _____

Exhibit A

SERVICES TO COMMUNITY FACILITIES

Kent County High School
25305 Lambs Meadow Road
Worton, MD

Worton Elementary School
11085 Worton Road
Worton, MD

Kent County EMS
11528 Lynch Road
Worton, MD

Cable Franchise Renewal Agreement - Comcast of Delmarva, LLC
4/20/2021
County Commissioners Meeting

Item Summary:
Fair Summary Notice

ATTACHMENTS:

Description

Kent County - Comcast Fair Summary Notice

04.06.21 Resolution 2021-05 A Resolution Authorizing Execution of a Cable Franchise Agreement Between the County and Comcast of Delmarva, LLC

04.06.21 Cable Franchise Agreement Between Kent County and Comcast of Delmarva LLC

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

FAIR SUMMARY NOTICE

CABLE FRANCHISE RENEWAL AGREEMENT WITH COMCAST OF DELMARVA, LLC AND A RESOLUTION BY THE COUNTY COMMISSIONERS OF KENT COUNTY AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE COUNTY AND COMCAST OF DELMARVA, LLC

Fair summary is hereby given that pursuant to the Code of Public Laws of Kent County, Maryland Chapter 76 Cable Television Franchising the renewal of a franchise agreement was considered. A public hearing was duly advertised and held on March 30, 2021, the public process of under which comments from the public and/or an applicant seeking renewal of a cable franchise agreement were received. Written comments were accepted until Friday, April 2, 2021.

The Board voted to authorize the execution of the Cable Franchise Agreement between Kent County and Comcast of Delmarva LLC, by Resolution 2021-05 on Tuesday, April 6, 2021.

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

By order of:

THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

Sondra M. Blackiston

Sondra M. Blackiston
Clerk

PUBLISH: KCN 4/15/21, 4/22/21, 4/29/21

RESOLUTION 2021-05
COUNTY COMMISSIONERS OF KENT COUNTY. MARYLAND

A RESOLUTION AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE COUNTY AND COMCAST OF DELMARVA, LLC

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

WHEREAS, Comcast of Delmarva, LLC ("Comcast") currently holds a franchise to operate a Cable System within the County previously granted to Comcast or a predecessor entity; and

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

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

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

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

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

RECEIVED
CLERK OF CIRCUIT COURT
2021 APR 13 A 10: 56
KENT COUNTY

RESOLVED this 6th day of April, 2021.

ATTEST:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

CABLE FRANCHISE AGREEMENT

BETWEEN

KENT COUNTY, MARYLAND

AND

COMCAST OF DELMARVA, LLC

With assistance from:

Cohen Law Group
413 South Main Street
Pittsburgh, PA 15215
Phone: (412) 447-0130
www.cohenlawgroup.org

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the 6th day of April, 2021 (hereinafter referred to as the "Effective Date") by and between the Kent County, Maryland (hereinafter referred to as the "County") and Comcast of Delmarva, LLC (hereinafter referred to as "Comcast").

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

WHEREAS, Comcast currently holds a franchise to operate a Cable System within the County previously granted to Comcast or a predecessor entity; and

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

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

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

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

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

SECTION 1
DEFINITIONS

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

(a) Affiliated Entity - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Comcast,

but does not include affiliates that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals and any Public, Educational and Governmental ("PEG") access channel.

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

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

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

(f) Channel - A portion of the electromagnetic spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation..

(g) Complaint - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with any aspect of Comcast's business or the operation of its Cable System, which is within Comcast's control and requires a corrective measure on the part of Comcast.

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

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

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

(k) FCC - Federal Communications Commission.

(l) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the State (as defined herein) or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; partial or entire failure of utilities; or other event that is reasonably beyond the Franchisee's ability to anticipate or control.

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

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

(o) Gross Revenues - All revenue, as determined in accordance with generally accepted accounting principles (GAAP), received directly or indirectly by Comcast or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Comcast's Cable System in the County to provide Cable Services. Gross Revenues shall include, but are not limited to, the following:

(1) Basic Service fees;
(2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
(3) fees charged for premium Cable Services;
(4) fees for all digital video tiers;
(5) fees for video-on-demand;
(6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
(7) revenue from the provision of any other Cable Services;
(8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees;
(9) fees for changing any level of Cable Service programming;
(10) fees for service calls;
(11) inside wire maintenance fees;
(12) service plan protection fees;
(13) convenience fees;
(14) early termination fees;
(15) fees for Leased Access Channels;
(16) charges based on the sale or lease of any portion of the Cable System for Cable Service;

(17) rental or sales of any and all Cable Service equipment, including converters and remote control devices;
(18) any and all locally-derived Cable Service advertising revenues;
(19) revenues or commissions from locally-derived home shopping channels;
(20) revenue from interactive Cable Services;
(21) broadcast retransmission fees;
(22) regional sports programming fees;
(23) late payment fees;
(24) billing and collection fees;
(25) NSF check charges; and
(26) Franchise Fees.

Gross Revenues shall not include bad debts, program launch fees, investment income, refunded deposits, agency commission fees for unaffiliated third-party advertising sales agencies, any revenues generated by Non-Cable Services, or any taxes on services furnished by Comcast and imposed directly upon any Subscriber or user by the County, State, federal or other governmental unit. In the event of any dispute over the classification of revenue, the County and Comcast agree that reference should be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB").

(p) HD – High-definition format.

(q) Leased Access - Any channel on Comcast's Cable System designated for use by any entity that is unaffiliated with Comcast pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(r) Multiple Dwelling Units or MDUs - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(s) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(t) Normal Operating Conditions - Business conditions within Comcast's service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

(u) Outlet - An interior receptacle that connects a television set to the Cable System.

(v) Public, Educational and Governmental (PEG) Channel - An access channel that consists of local public, educational and/or governmental programming.

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

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

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

(z) State - The State of Maryland.

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

SECTION 2
GRANT OF FRANCHISE

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Maryland law, the County hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the County hereby grants to Comcast the right to own, construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the County has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Services as permitted by applicable law. Nothing in this Agreement shall be construed to prohibit Comcast from offering any service over the Cable System that is not prohibited by federal or state law.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date and expiring on _____, unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 REPRESENTATIONS AND WARRANTIES

Comcast represents, warrants and acknowledges that, as of the Effective Date:

(1) Comcast is validly existing and in good standing under the laws of the State;

(2) Comcast has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date, to enter into and legally bind Comcast to this Agreement and to take all actions necessary to perform all of its obligations pursuant to this Agreement;

(3) This Agreement is enforceable against Comcast in accordance with the provisions herein, subject to applicable State and federal laws and regulations;

(4) There is no action or proceeding pending or threatened against Comcast which would interfere with its performance or its ability to perform the requirements of this Agreement;

(5) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

2.4 NON-EXCLUSIVITY

This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the County to grant other Franchises to construct, operate or maintain a Cable System.

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

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

2.6 COMPETITIVE EQUITY

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

(b) The franchise granted to Comcast is non-exclusive; however, if the County grants a subsequent franchise, or other authorization to provide similar wired video services, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent franchisee than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent franchise, or

other authorization to provide wired video services, is more favorable or less burdensome, then the County and Comcast shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity. If the County disagrees with Comcast that, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise, or other authorization, is more favorable or less burdensome, Comcast may elect to shorten the remaining term of this Agreement to not more than thirty six (36) months and shall be deemed to have timely invoked the formal renewal rights and procedures set forth in §626 of the Federal Cable Act.

(c) In the event an application for a new franchise for Cable Service, or other authorization to provide similar wired video services, is submitted to the County proposing to serve Subscribers within the County, then the County shall notify Comcast in writing of the submission of the application.

SECTION 3
SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 AREA TO BE SERVED

(a) Subject to the density requirements herein, Comcast shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Upon request or by ascertainment by Comcast, Comcast shall extend the Cable System into all areas within the County where there is a minimum of twenty-five (25) dwelling units per linear mile of cable, calculated from the nearest technically feasible point of the Cable System trunk or feeder line from which a usable cable signal can be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit" if such home is within three hundred (300) feet of the public right of way. Comcast shall complete said extensions within twelve (12) months of written notification to Comcast by the County, and verification by Comcast, that an area has met the minimum density standard set forth herein (weather permitting). Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit further than one hundred twenty-five (125) feet aerial distance from the main distribution line, Comcast shall extend the Cable Service and the Subscriber and Comcast shall share equally the actual cost of installation from the main distribution line.

(c) The County has the right to require Comcast to place wires and/or equipment underground, provided that the County imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the County where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal

quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals. In the event public and/or private funds are made available to pay for placement of wires and/or equipment underground, to the extent other users of the Public Rights-of-Way are so notified, the County shall notify Comcast that such funds are available, and Comcast may apply or request that the County apply for such funds. Comcast reserves the right to pass its costs, or in the case of partial reimbursement from public and/or private funds its incremental cost, through to its Subscribers in accordance with applicable law.

(d) Comcast may refuse to provide Service to any Person for demonstrable reasonable cause.

3.2 CABLE SYSTEM SPECIFICATIONS

(a) Comcast has designed, constructed, and shall maintain a Cable System that has been built for digital television standards. Comcast's Cable System shall be capable of providing consistent, high-quality reception to Subscribers in the County.

(b) Comcast shall continue to operate, maintain, construct, and extend the Cable System so as to offer Cable Services throughout all parts of the County where the density requirements of Section 3.1 are met. The Cable Service provided by the Cable System shall be delivered in accordance with FCC standards. The Cable System shall meet or exceed all technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the State and the generally applicable laws, ordinances and construction standards of the County.

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

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

3.3 SYSTEM TESTS

(a) Comcast shall be responsible for ensuring that its Cable System is designed, installed and operated in a manner that fully complies with applicable FCC technical standards. Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a compliance review under Section 5.2 herein, Comcast, upon written request by the County, shall perform applicable tests to determine compliance with FCC technical standards. Comcast shall provide a report to the County within thirty (30) days of completion of a County-requested test that describes the results of the test. If

any test under this Section indicates that the Cable System fails to meet applicable FCC requirements, Comcast shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible.

(b) Upon sixty (60) days' written request to Comcast, the County may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The County reserves the right, upon at least sixty (60) days' notice to Comcast, to conduct a technical audit of the Cable System.

3.4 EMERGENCY ALERT SYSTEM

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

3.5 RATE DISCRIMINATION

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

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

(b) The offering of reasonable discounts to senior citizens or discounts to economically disadvantaged citizens;

(c) The establishment of different and nondiscriminatory rates and charges and classes of services for commercial Subscribers, as well as different, nondiscriminatory monthly rates for classes of commercial Subscribers;

(d) The establishment of reduced bulk rates for residential Subscribers; or.

(e) The denial of Service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or documented or founded harassment or abuse of Comcast's employees or agents.

3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Comcast shall comply with all applicable federal regulations, including the Cable Act, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities, if readily achievable.

3.7 SERVICE TO MULTIPLE DWELLING UNITS ("MDUs")

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

3.8 REPAIRS AND RESTORATION

(a) Prior to any work in the Public Rights-of-Way, Comcast shall apply to the County for all applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit, except for emergency repairs, without receipt of such permit, the issuance of which shall not be unreasonably withheld by the County. In the event Comcast or any agent, including contractors or subcontractors must make emergency repairs, prior to receiving a permit from the County, Comcast must apply for all applicable permits within five (5) business days of such emergency activities. Notwithstanding the requirements herein, Comcast shall not be required to obtain permits for Cable Service Drops for individual Subscribers or for servicing or installation of pedestals or for routine maintenance that does not disturb surface grade or block vehicular traffic.

(b) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as good condition as before the disturbance within twenty (20) business days of the completion of the work causing the disturbance, weather permitting. Upon failure of Comcast to comply within the time specified and the County having notified Comcast in writing of the restoration and repairs required, the County may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the County.

(c) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the County if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any public or private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days of the completion of the work causing the damage, weather permitting.

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

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

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

(g) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the County, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

3.9 SERVICE AREA MAPS

Upon written request, Comcast shall provide to the County for its exclusive use and shall maintain at its local offices a complete set of Comcast service area as-built maps of the County on which shall be shown those areas in which its facilities exist. The as-built maps shall be provided to the County in hardcopy and also, if requested and available, in an electronic GIS format which is compatible with the County's GIS format. The as-built maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Comcast shall provide the County with updated maps, not more than once annually, within thirty (30) days after written request by the County.

3.10 DISCONNECTION AND RELOCATION

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

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

3.11 EMERGENCY REMOVAL OF EQUIPMENT

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

wires, cable or other equipment. The County shall use reasonable efforts to minimize the impact on Comcast's facilities related to any emergency removal.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the County shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

3.12 TREE TRIMMING

(a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations, and shall require County approval, with the exception of Emergency situations as defined in Section 1(k). Comcast shall fully bear the costs associated with tree trimming.

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

3.13 CHANNEL CAPACITY

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

3.14 BROADCAST CHANNELS

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

3.15 SIGNAL SCRAMBLING

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

3.16 CONTINUITY OF SERVICE

Subscribers shall continue to receive service from Comcast provided their financial and other obligations to Comcast are honored. Subject to Force Majeure provisions in Section 9.1,

Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. Under Normal Operating Conditions, when necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

3.17 PARENTAL CONTROL CAPABILITY

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

SECTION 4
SUBSCRIBER SERVICE STANDARDS

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

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

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

(c) Comcast will not be required to perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply. If the County determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the County shall notify Comcast in writing that it must measure its compliance with these requirements for the next three months and report to the County the results of such monthly average measurements.

4.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo

identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed, or on a date requested by a Subscriber. This timeframe shall not apply where line extension construction is required to provide such service. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

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

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

4.3 NOTICES

(a) Comcast shall provide written notice to each Subscriber upon initial subscription, at intervals not less than one (1) per year thereafter to each Subscriber and at any time upon request, regarding each of the following areas:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Channel positions of programming carried on the Cable System;

(4) Installation and service maintenance policies;

(5) Instructions on how to use the Cable Service and any converters;

(6) Billing and Subscriber Complaint procedures;

(7) Where to locate Comcast's address, telephone number and office hours; and

(8) A notice of Subscriber privacy rights as required by federal law.

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

(c) In accordance with federal law, Comcast shall maintain a file available to the public containing all documents required pursuant to the FCC's rules and regulations pertaining to public inspection files.

4.4 BILLING

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

(b) Comcast shall not assess late fees for non-payment of a current bill until at least twenty (20) days have elapsed since the mailing of the bill by Comcast.

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

4.5 SUBSCRIBER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

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

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

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

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

(2) The Subscriber pays all undisputed charges; and

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

(4) It shall be within Comcast's sole discretion to determine when the dispute has been resolved.

(d) Comcast shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution. Complaint records shall be maintained for one (1) year following resolution of the Complaint.

4.6 DISCONNECTION

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

(a) If at least thirty (30) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

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

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

(d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or service or is engaged in theft of Cable Service.

4.7 SERVICE INTERRUPTIONS

(a) Under Normal Operating Conditions, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall diligently pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. All other service calls not affecting public health, safety or welfare shall be responded to within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the Subscriber.

(b) Under Normal Operating Conditions, in the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of written or credible oral request, Comcast shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that

portion of the service charge during the next available billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due. In order to qualify for the credit, the Subscriber must promptly report the problem and allow Comcast to verify the problem, if requested by Comcast. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

4.8 PRIVACY

(a) Comcast shall respect the rights of privacy of every Subscriber and shall not violate such rights through the use of any device or signal associated with the Cable System. Comcast shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations.

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

SECTION 5
REGULATION BY THE COUNTY

5.1 RIGHT TO INSPECT

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

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

(c) Upon thirty (30) days written request to Comcast, the County, at the County's cost, may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The County shall not make physical contact with the Cable System except to the extent reasonably necessary to determine compliance with this Agreement. The County may not adversely impact, or interfere with the operation or performance of, the Cable System or open any unopened vaults, pedestals or conduits without the express permission of Comcast. If a condition creating a serious, clear, and immediate danger to the health, welfare, or safety of the public is found to exist, the County, in addition to taking any other action permitted under applicable law, may order Comcast, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition within a reasonable time established by the County.

(d) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the County or its designated representatives shall be treated as confidential by the County so long as

it is permitted to do so under applicable law. Representatives and/or agents and/or designees of the County may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information provided such representatives and/or agents are permitted to do so under applicable law. The County and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems proprietary or confidential as confidential so long as permitted to do so under applicable law and only to disclose it to County employees, agents, or representatives who have a need to know in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the County acting in their official capacity, or in the event the County has in its possession or receives a request under a state "sunshine," public records, or similar law for information related to the Agreement and marked by Comcast as confidential and/or proprietary, the County shall promptly notify Comcast of such request to allow Comcast the ability to protect such information and take any necessary not to prejudice Comcast's ability to oppose such request. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

The County or its representatives, not more than once every three (3) years, may conduct a full compliance review with respect to whether Comcast has complied with the material terms and conditions of this Agreement so long as it provides Comcast with thirty (30) days written notice in advance of the commencement of any such review or public hearing. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Comcast may organize the necessary records and documents for appropriate review by the County. The period for any such review shall be for not more than the thirty-six (36) months immediately previous to the notice. Within thirty (30) days of a written request, Comcast shall provide the County with copies of records and documents related to the cable compliance review. Comcast shall not be required to disclose any confidential or proprietary information at any compliance review session held in a public forum. Any confidential or proprietary information provided by Comcast shall be subject to the conditions set forth in Section 5.1(d) above. Within thirty (30) days after the conclusion of the compliance review, the County shall provide Comcast with its written determination regarding Comcast's compliance with the terms and conditions of this Agreement. Any compliance review report shall not contain any confidential or proprietary information disclosed by Comcast during the compliance review.

5.3 RESERVED AUTHORITY

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

5.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the County to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. If the County's lawful exercise of its police powers materially alters the rights, benefits, obligations, or duties of this Agreement, Comcast and County shall modify the provisions of this Agreement to minimize the negative effects on Comcast of the material alteration.

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the County to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

5.6 PERMITS

Comcast shall apply to the County for all generally applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the County. In the event that Comcast or any agent, including contractors or subcontractors, must make Emergency repairs prior to receiving a permit from the County, Comcast must apply for all applicable permits within five (5) business days of such Emergency activities. Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

5.7 REPORTING

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

(a) Subscriber Complaint Reports

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

In addition and upon request, no later than forty-five (45) days following the end of a calendar year, Comcast shall provide a report containing at least the following statistical information for the previous 12-month period:

(1) Number of repair service requests received;

(2) Breakdown by type of Complaint received (i.e. complete outage, snowy picture, etc.);

(3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);

(4) Number of known service interruptions and the approximate length of time of each such interruption;

(5) Average hold time for Subscriber service telephone calls that were received in the previous quarter;

(6) Percentage of telephone calls answered within thirty (30) seconds during the previous quarter;

(7) Percentage of telephone calls received within the previous quarter that were abandoned before being answered by a live operator; and

(8) Percentage of time when all incoming telephone trunk lines were in a busy condition during the previous quarter.

(b) Annual Reports

Within thirty (30) days of a written request, Comcast shall submit to the County its current financial statement, including a statement of income, balance sheet and a statement of sources and applications of funds which shall be verified by Comcast's Chief Financial Officer in accordance with Generally Accepted Accounting Principles. Submission by Comcast of the most recent U.S. Securities and Exchange Commission Annual Report Form 10-K prepared by Comcast shall be deemed as satisfactory compliance with this Section 5.7(b).

(c) Government Reports

Comcast shall provide to the County, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has submitted to any federal, state or local regulatory agencies in the previous year if such documents relate specifically to Comcast's Cable System within the County. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

(d) Operational Reports

Within thirty (30) days of a written request, Comcast shall provide the County with copies of reports, documents, logs, or related written materials pertaining to the operation of the Cable System serving the County during the previous year. Such reports may include, but are not limited to, outage logs, preventative maintenance logs, results of technical performance tests, and trouble call reports.

SECTION 6
COMPENSATION TO THE COUNTY

6.1 FRANCHISE FEES

Comcast shall pay to the County an amount equal to three percent (3%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the County. Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability. The County may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed five percent (5%) of Gross Revenues. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the County shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

6.2 QUARTERLY PAYMENTS

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

6.3 QUARTERLY REPORTS

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

6.4 FRANCHISE FEE REVIEW

(a) Not more than once every three (3) years, the County shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such review or audit shall occur within thirty-six (36) months from the date the County receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the

County with copies of financial records related to the Franchise Fee review or audit. Comcast shall pay the reasonable cost of such a Franchise Fee review or audit.

(b) In the event of an alleged underpayment, the County shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review or audit reveals that there have been no underpayments, the County shall provide written notice to Comcast indicating that no underpayments were found and that the Franchise Fee review or audit is closed. Comcast shall have thirty (30) days from the receipt of a statement regarding an alleged underpayment to provide the County with any written objection to the results of any Franchise Fee review or audit, including any substantiating documentation. Based on this exchange of information, the County shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the City's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the County's written notice of determination. In the event an agreement is not reached at mediation, arbitration, or otherwise, either party may bring an action to have the disputed amount determined by a court of law.

(c) Any Franchise Fee payment due to the County as a result of the Franchise Fee review shall be paid to the County by Comcast within sixty (60) days from the date the County notifies Comcast of its final determination, or if the matter is submitted to mediation or arbitration, or being determined by a court of law, within sixty (60) days from the final disposition of such action. If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to three thousand dollars ($3,000) of documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the County that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

6.5 BUNDLED SERVICES

If Cable Services subject to the Franchise Fee required under Section 6.4 are provided to Subscribers in conjunction with non-Cable Services and the total cost of the bundle reflects a discount from the aggregate retail prices of the services contained therein, then the Franchise Fee shall be applied in accordance with GAAP.

SECTION 7
EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

7.1 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Comcast shall provide to the County, within one hundred eighty (180) days of a written request and as set forth herein, the use of one (1) dedicated Educational and Governmental ("EG") Access Channel in accordance with Section 611 of the Cable Act. Such EG Channel shall be used for community programming related to educational and/or governmental activities. The County shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channel, and may delegate such functions, or a portion of such

functions, to an appropriate designee. Comcast shall not exercise any editorial control over EG Channel programming, except Comcast may refuse to transmit any program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act, to the extent allowed by applicable law. Comcast shall cablecast the activated EG Channel so that it may be received by all Comcast Subscribers in the County.

(b) To enable the County to utilize the EG Channel, the County shall select one (1) location within the County's boundaries, within two hundred fifty (250) feet of Comcast's distribution cable, and Comcast shall provide and install, within one hundred eighty (180) days of a written request by the County, direct fiber links, including activation equipment capable of transmitting HD quality video and audio between the video origination location and the Comcast headend, such that live programming can originate from this selected location and be distributed via the Cable System to Subscribers in the County. This fiber link and equipment shall be collectively known as the "Return Line." Alternatively, Comcast may receive EG programming though an interconnection agreement with another video provider in the County.

(c) Any expenditure made in connection with the construction and maintenance of the Return Line shall be born solely by the County. The County and Comcast further agree that all costs incurred by Comcast for supporting such EG Channel, including any and all equipment and EG support grants may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(d) Comcast shall be responsible for maintaining the Return Line to the video origination point of the EG Channel so long as the County provides Comcast with access to such location and access to the EG Channel equipment within such location. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain the EG Channel in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable system, except that it shall not be responsible for the technical signal quality of programming produced by any EG channel programmer.

(e) At the time that the County and/or its designee begin to produce EG programming in high definition ("HD") format, and upon sixty (60) days written request, Comcast shall meet with the County to discuss, in good faith, distribution of the EG channel signals in HD format through the cable system.

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

(g) In the event the County or its designee does not program any EG Channel, Comcast may request the use of this channel subject to written approval by the County. If the County

approves Comcast's use of an EG Channel and, subsequent to such approval, the County requests the utilization of the EG Channel being programmed by Comcast, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the County that it requires such channel for educational and/or governmental use.

SECTION 8
ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the County has reason to believe that Comcast violated any provision of this Agreement, it shall informally discuss any alleged violation with Comcast. If these discussions do not lead to resolution of the alleged violation in a reasonable time, the County shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. If the County does not notify Comcast of any violation of this Agreement, it shall not operate as a waiver of any rights of the County hereunder or pursuant to applicable law.

(b) Comcast shall have thirty (30) days from the receipt of the written notice to: (i) respond to the County, if Comcast contests (in whole or in part) the assertion of violation; or (ii) cure such violation by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within thirty (30) days, the period of time in which Comcast must cure the violation shall be extended by the County in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the County.

(c) If the violation has not been cured within the time allowed under Section 8.1(b) and, in the County's judgment, Comcast has not taken reasonable steps to cure the violation, then the County may deem that Comcast is liable for liquidated damages and/or any other right or remedy and the County's costs in accordance with Section 8.2.

8.2 LIQUIDATED DAMAGES

(a) Because Comcast's failure to comply with provisions of this Agreement will result in injury to the County and because it will be difficult to measure the extent of such injury, the County may assess liquidated damages against Comcast in the amount of One Hundred Dollars ($100.00) per day for each day the violation of a material term continues, up to a maximum of Twelve Thousand Dollars ($12,000) per year, provided Comcast has had an opportunity to cure in accordance with Section 8.1(b). The County shall provide Comcast with written notice that it intends to elect the liquidated damages remedies set forth herein. Such damages shall not be a substitute for specific performance by Comcast, but shall be in addition to such specific performance. The liquidated damages herein replace any application of civil infractions for non-compliance related to the obligations under this Agreement.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the County. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. For the purposes of liquidated damages, all similar violations or failures from the same factual events affecting multiple subscribers shall be assessed as a single violation or noncompliance event. The County may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction before, during, or after the assessment of liquidated damages. Nothing herein is intended to allow duplicative recovery from or payments by Comcast or its surety(s).

8.3 REVOCATION

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

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

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.2;

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

(4) Upon the appointment of a receiver or trustee to take over and conduct the business of Comcast whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(i) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(ii) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement and have remedied all defaults under this Agreement. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Agreement.

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Comcast shall not be excused

from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the County Board of Commissioners after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the State. All notice requirements shall be met by providing Comcast at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The County, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The County shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Comcast. Comcast may appeal such written determination to an appropriate court of competent jurisdiction.

8.4 PERFORMANCE BOND

(a) Comcast shall obtain and maintain, within thirty (30) days of the Effective Date and throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the State to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the County may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the County for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2. Upon written request, an original copy of the bond shall be delivered to the County.

(b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars ($25,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the County. Comcast shall restore the bond to its original level within thirty (30) days after any amount has been paid to the County from the performance bond. The County shall give Comcast twenty (20) business days' notice of its intent to draw from the performance bond. The County may not draw from the performance bond while any action, appeal or other process has been instituted by Franchisee to challenge the amount owed.

8.5 INSURANCE

(a) Comcast shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Maryland and which has an A.M. Best rating (or equivalent) no less than A-minus, indemnifying the County from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

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

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

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

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

(b) The County, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.

(c) Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the County verifying that Comcast has obtained such alternative insurance. Comcast shall provide the County with at least thirty (30) days prior written notice in the event there is an adverse material change in coverage or the policies are cancelled or not renewed.

(d) Comcast shall deliver to the County Certificates of Insurance showing evidence of the required coverage within thirty (30) days of a written request by the County.

8.6 INDEMNIFICATION

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

(b) Nothing in this Franchise Agreement is intended to express or imply a waiver of statutory provisions, of any kind or nature, as set for in State statutes, including the limits of

liability of the County as exists presently or may be increased from time to time by the State legislature.

8.7 WORKERS' COMPENSATION INSURANCE

Comcast shall obtain and maintain workers' compensation insurance for all of its employees in compliance with State laws.

SECTION 9
MISCELLANEOUS

9.1 FORCE MAJEURE

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

9.2 REMOVAL OF SYSTEM

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

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

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

9.3 NOTICES

Every notice or payment to be served upon or made to the County shall be either by hand delivery or first-class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

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

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

Comcast
1215 East Fort Avenue, Suite 103
Baltimore, MD 21230
Attention: Vice President, Government Affairs, Beltway Region

With copies to:
Comcast
Northeast Division
676 Island Pond Road
Manchester, NH 03109
Attention: Government Affairs Department

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

9.4 EQUAL EMPLOYMENT OPPORTUNITY

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

9.5 CAPTIONS

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

9.6 GOVERNING LAW; VENUE

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

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

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

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

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than fifty percent (50%) of its equitable ownership in the Cable System without the prior written consent of the County, provided that such consent shall not be unreasonably withheld.

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

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

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

9.8 ENTIRE AGREEMENT

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

9.9 SEVERABILITY

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

9.10 NO WAIVER OF RIGHTS

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

9.11 CHANGE OF LAW

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

9.12 COMPLIANCE WITH LAWS

Comcast shall comply with all federal, state and generally applicable local laws and regulations.

9.13 THIRD-PARTY BENEFICIARIES

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

9.14 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Comcast, the County and their respective successors and assigns. This Agreement is authorized by Resolution No. 2021-05 dated April 6, 2021 of the County Commissioners of Kent County, Maryland.

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

KENT COUNTY

By: P. Thomas Mason

Name: P. Thomas Mason

Title: President

Date: April 6, 2021



COMCAST OF DELMARVA, LLC

By: _____

Name: Mary McLaughlin

Title: Regional Senior Vice President

Date: _____

#1 - Regular Session Minutes, April 13, 2021
4/20/2021
County Commissioners Meeting

ATTACHMENTS:
Description

#2 - Liquor Minutes, April 13, 2021
4/20/2021
County Commissioners Meeting

ATTACHMENTS:
Description

#3 - Closed Session Minutes, April 13, 2021
4/20/2021
County Commissioners Meeting

ATTACHMENTS:
Description

#4 - Democratic Club of Kent County, Raffle Only, May 12, 2021
4/20/2021
County Commissioners Meeting

ATTACHMENTS:

Description

4-2021 Democratic Club of Kent County, Raffle Only, May 12, 2021, Application

Permit# 4-2021

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

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

Name of Organization: DEMOCRATIC CLUB OF KENT COUNTY (DCKC)

Address of Organization: P.O. Box 776 Chestertown, MD 21620

Telephone: (443) 417-7578

Is the organization formed or located in Kent County?	(Yes)	No
Does the organization serve the residents of Kent County?	(Yes)	No
Is this organization tax exempt under the provisions of the Internal Revenue Code?	Yes	(No)

Tax Exempt Number: _____

Person responsible for complying with permit regulations and requirements:

Name: William J. Hurd (Treasurer, DCKC)

Address: 9760 White Swan Ct. Chestertown, MD 21620

E-Mail: m.b.tailfeathers@gmail.com

Telephone: (443) 417-7578

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

Location address of fund-raising affair: Zoom Event

Kennedy-King Dinner

Kent County Democratic Central Committee

P.O. Box 128 Chestertown, MD 21620

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

Date(s) of fund-raising: ~~Mar 12, 2021~~ April 17 - May 12, 2021

Date and Time of Drawing: May 12, 2021 8:15 p.m. Begin at: 8:15 pm End at: 8:30 p.m.

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

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

Signature of person completing this application: William J Hurd

Please Select One:

( ) Pick Up

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

Thomas N. Yeager, County Attorney
4/20/2021
County Commissioners Meeting

Item Summary:
Introduction of Code Home Rule Bill No. 7-2021 Farm Breweries In The Agricultural Zoning District

ATTACHMENTS:
Description

Thomas N. Yeager, County Attorney
4/20/2021
County Commissioners Meeting

Item Summary:
Public Hearing Procedures During COVID-19

ATTACHMENTS:

Description

Procedures for Testifying during State of Emergencies

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY
PROCEDURES FOR TESTIFYING

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

In response to the State of Emergency due to COVID-19, and in lieu of public appearance, the meeting will be held remotely, via video teleconference and viewable on the County website at https://www.kentcounty.com/government. Hearings are open to the public, and public comment is encouraged.

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

Rule 1: Anyone who wishes to testify must identify themselves.

Rule 2: Each person testifying will have three minutes for his/her remarks.

Rule 3: The Chair will maintain order via voice commands.

Rule 4: Stick to the issues at hand.

Live call-in comments will be taken first and in the order in which they were received. The County Clerk will acknowledge each caller and announce the last 4 digits of the phone number that was used to call in with. The Clerk will also ask to have the caller unmute their phone allowing them to testify at that time. All written comments will be read into record by a County Staff member immediately after all calls have been taken. We ask that you please be patient with this process as it is different for all of us.

Written comments will be accepted until Friday, April 23, 2021 at 12:00 p.m. by the following methods:

By email:
kentcounty@kentgov.org

By letter:
The County Commissioners of Kent County
400 High Street
Chestertown, MD 21620

Bill Mackey, Director, Planning, Housing, and Zoning
4/20/2021
County Commissioners Meeting

Item Summary:
Code Home Rule Bill 7-2021 would amend Chapter 222, Zoning, of the County Code of Kent County, Maryland, also known as the Kent County Land Use Ordinance in order to allow a "Farm Brewery, as defined by the State of Maryland" as a permitted use by right in the Agricultural Zoning District.

On February 4, 2021, the Kent County Planning Commission conducted a public hearing and reviewed the proposed amendment to Article V, Section 1.2 of the Kent County Land Use Ordinance by adding subsection 7.5, farm breweries as defined by the State of Maryland.

The Planning Commission voted unanimously to send a favorable recommendation to the County Commissioners finding the following:

- The public need of the amendment is to allow for the development of small, locally owned business which will create jobs, support tourism, and economic development.
- Was recommended by Staff and the Agricultural Advisory Commission.
- Complies with the Comprehensive Plan and the Land Use Ordinance.
- The property and zoning district are suited for this use.

Staff recommends approval of introduction and advertising, so that a Public Hearing can scheduled.

ATTACHMENTS:
Description
Code Home Rule Bill No. 7-2021 Farm Breweries In The Agricultural Zoning District DRAFT Legislation
KATE Comments for Farm Breweries
Excerpt from Md Annotated Code re Farm Breweries
Letter from PC re proposed Farm Breweries in AZD
Letter from AAC to PC re proposed Farm Breweries in AZD
Staff report to PC re proposed Farm Breweries in AZD
Application submitted for Text Change

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

April 20, 2021 **Legislative Session Day**
Legislative Session Day **April 20, 2021**

CODE HOME RULE
BILL NO. 7-2021

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Article V, *District Regulations*, Section 1, *Agricultural Zoning District*, Section 1.2 *Permitted Principal Uses and Structures of the Kent County Land Use Ordinance*, by adding a new § 7.5 in order to allow a "Farm Brewery, as defined by the State of Maryland" as a permitted use by right in the Agricultural Zoning District.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

_____
P. Thomas Mason, President

INTRODUCED, read first time, April 20, 2021, ordered posted and public hearing scheduled, May 11, 2021, at 10:00 a.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

_____
Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on May 11, 2021. Reported favorably [with] [without] amendments; read a second time and ordered to be considered on May 18, 2021, a legislative session day.

DRAFT

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

A BILL ENTITLED CHR 7-2021 FARM BREWERIES IN THE AGRICULTURAL ZONING DISTRICT

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that the Kent County Land Use Ordinance is hereby amended as follows:

ARTICLE V.

DISTRICT REGULATIONS

SECTION 1. AGRICULTURAL ZONING DISTRICT

. . .

1.2 PERMITTED PRINCIPAL USES AND STRUCTURES

A *building* or land may be used only for the following purposes:

1. *Agriculture*, including horticulture, hydroponics, general farming, orchards, groves, or nurseries for growing or propagation of plants, trees, and shrubs.

. . .

7. *Erosion* and *flood* control *structures*.

7.5 FARM BREWERY, AS DEFINED BY THE STATE OF MARYLAND.

8. Greenhouses, wholesale or retail.

. . .

DRAFT

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

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the_____ day of _____.

Read Third Time _____

PASSED this _____ day of _____, 2021.

Failed of Passage _____

By order of:

_____
Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)

_____
P. Thomas Mason, President

_____
Ronald H. Fithian, Member

_____
Robert N. Jacob, Jr., Member

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

DRAFT

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

Commissioners' Office

Memo

To: Commissioners Mason, Fithian, and Jacob

From: Sondra M. Blackiston, Clerk/KATE Manager

cc: Shelley L. Heller, County Administrator
Thomas N. Yeager, County Attorney
William Mackey, Director, Planning, Housing, and Zoning
J. Terry Ober, Inspector

Date: April 14, 2021

Re: Kent County Alcoholic Beverage Licensure Process

Alcoholic Beverages Division I. General Provisions of the Annotated Code of Maryland defines (4) "brewery" Manufacturer's Licenses:

- Class 5 brewery license
- Class 6 pub-brewery license
- Class 7 micro-brewery license
- Class 8 farm brewery license

Staff supports the proposed amendment to the Kent County Land Use Ordinance relative to a Farm Brewery with the following comments:

A Class 8 Farm Brewery is permitted by the State and the scope of the license is defined in Title 2 State-Issued Permits and Licenses, Manufacturer's Licenses (attached for reference). The proposed business must meet all local zoning laws, regulations, or ordinances in accordance with the County's Land Use Ordinance to successfully apply for State-Issued Permits and Licenses.

A Code Home Rule Bill to amend the Agricultural Zoning District would achieve zoning compliance however, Kent County does not have the jurisdictional power or authority to issue a local alcoholic beverage license to a Farm Brewery. This would require a legislative action through the General Assembly to update Kent County's Alcoholic Beverage Regulations.

Kent County has previously enacted two Code Home Rule bills amending the Land Use Ordinance to allow Microbrewery as defined by the State:

CHR 4-2013 Commercial District
CHR 5-2020 Crossroads Commercial District

Currently, Alcoholic Beverages Division II. Title 24 Kent County of the Annotated Code of Maryland allows for County licensing variations to (2) manufacturer's licenses:

> Class 6 Pub-Brewery can apply for a Kent County Class B beer, wine, and liquor license for use on the premise of a restaurant: pub-brewery shall be located immediately adjacent to the restaurant.
>
> Class 7 Micro-brewery can apply for a Kent County Class D license (bar i.e. under 21 prohibited) as well as a Class B license.

Md. ALCOHOLIC BEVERAGES Code Ann. § 2-210

Statutes current through legislation effective November 6, 2020

- MD - Annotated Code of Maryland
- ALCOHOLIC BEVERAGES
- DIVISION I. GENERAL PROVISIONS AFFECTING MULTIPLE JURISDICTIONS
- TITLE 2. STATE-ISSUED PERMITS AND LICENSES
- SUBTITLE 2. MANUFACTURER'S LICENSES

Notice

This section has more than one version with varying effective dates. To view a complete list of the versions of this section see Table of Contents.

§ 2-210. **Class 8 farm** brewery license (Reference change effective January 1, 2021.)

(a) Established. -- There is a **Class 8 farm** brewery license.
(b) Scope of authorization -- In general. --
(1) Subject to paragraph (2) of this subsection, a license holder may sell and deliver beer manufactured in a facility on the licensed **farm** or in a facility other than one on the licensed **farm** to:
(i) a wholesaler licensed to sell and deliver beer in the State; or
(ii) a person in another state authorized to acquire beer.
(2) The beer to be sold and delivered under paragraph (1) of this subsection shall be manufactured with an ingredient from a Maryland agricultural product, including hops, grain, and fruit, produced on the licensed **farm**.
(c) Scope of authorization -- Specific acts. -- A license holder may:
(1)
(i) sell beer produced by the license holder for on-premises consumption;
(ii) in an amount not exceeding 6 fluid ounces per brand, provide samples of beer that the license holder produces to a consumer:
1. at no charge; or
2. for a fee;
(iii) sell or serve:
1. bread and other baked goods;
2. chili;
3. chocolate;
4. crackers;
5. cured meat;
6. fruits (whole and cut);
7. hard and soft cheese (whole and cut);
8. salads and vegetables (whole and cut);

9. ice cream;
10. jam;
11. jelly;
12. vinegar;
13. pizza;
14. prepackaged sandwiches and other prepackaged foods ready to be eaten;
15. soup; and
16. condiments; and
(iv) subject to subsection (e)(2) of this section, sell or serve any food if the license holder is licensed to operate a food establishment under Title 21, Subtitle 3 of the Health - General Article;
(2) store, in a segregated area approved by the Comptroller, beer produced by the license holder for sale and delivery to a wholesaler licensed in the State or a person outside the State authorized to acquire the beer;
(3) brew, bottle, or contract for not more than 15,000 barrels of beer each calendar year;
(4) contract with the holder of a **Class** 2 rectifying license, a **Class** 5 brewery license, or a **Class** 7 micro-brewery license to brew and bottle beer from ingredients produced on the licensed **farm**;
(5) import, export, and transport its beer in accordance with this section;
(6) store, brew, and bottle beer in a facility listed on a permit issued to the license holder in accordance with § 2-113 of this title, for sale and delivery to a wholesaler licensed in the State or a person outside the State authorized to acquire the beer, or shipment back to the licensed **farm**, if:
(i) the license holder does not serve or sell beer at the warehouse; and
(ii) the Comptroller has full access at all times to the warehouse to enforce this article; and
(7) enter into a temporary delivery agreement with a distributor only for delivery of beer to a beer festival or a wine and beer festival, and the return of any unused beer, if:
(i) the festival is in a sales territory for which the license holder does not have a franchise with a distributor under the Beer Franchise Fair Dealing Act in Title 5, Subtitle 1 of this article; and
(ii) the temporary delivery agreement is in writing.
(d) Limitation on brewery location. --
(1) A **Class 8 farm** brewery may be located only at the place stated on the license.
(2) The place listed on the license shall be in compliance with § 1-405(b) of this article.
(e) Preemption of local law; gross receipts ratio requirements. --
(1) Except as provided in paragraph (2) of this subsection and notwithstanding any local law, a license holder may exercise the privileges of a **Class 8 farm** brewery license.
(2) A license holder who sells foods under subsection (c)(1)(iv) of this section shall meet the same ratio of gross receipts between food and alcoholic beverages sales as a holder of a **Class** D beer and wine license or an equivalent license in the jurisdiction, as the local licensing board determines.
(f) Hours of operation. -- Subject to subsections (i) and (j) of this section, a license holder at the location listed on the license may exercise the privileges of the license each day from 10 a.m. to 10 p.m.
(g) Days of operation. -- Except as provided in Division II of this article, a **Class 8 farm** brewery license allows the license holder to operate 7 days a week.

(h) Section not to limit application of Health - General Article. -- Nothing in this section limits the application of relevant provisions of Title 21 of the Health - General Article, and regulations adopted under that title, to a license holder.

(i) Multibrewery activity. --

(1) A license holder may sponsor a multibrewery activity at the location issued on the license that:

(i) includes the products of other Maryland breweries; and

(ii) provides for the sale of beer by the glass for on-premises consumption only.

(2) In a segregated area approved by the Comptroller at the location listed on the license, a license holder may store the products of other Maryland breweries for the multibrewery activity.

(3) The multibrewery activity:

(i) may be held from 10 a.m. to 10 p.m. each day; and

(ii) may not exceed 3 consecutive days.

(j) Brewery promotional event permit. --

(1) The Comptroller may issue a brewery promotional event permit to a license holder.

(2) At least 15 days before holding a planned promotional event, the license holder shall obtain a permit from the Comptroller by filing a notice of the promotional event on the form that the Comptroller provides.

(3) The permit authorizes the license holder to conduct at the location listed on the license a promotional event at which the license holder may:

(i) provide samples of not more than 6 fluid ounces per brand to consumers; and

(ii) sell beer produced by the license holder to persons who participate in the event.

(4) The beer at the event shall be sold by the glass and for on-premises consumption only.

(5) The license holder may not be issued more than 12 permits in a calendar year.

(6) A single promotional event:

(i) may be held from 10 a.m. to 10 p.m. each day; and

(ii) may not exceed 3 consecutive days.

(7) The permit fee is $ 25 per event.

(k) Fee. -- The annual license fee is $ 200.

(l) Reports on total beer production. --

(1) On or before October 1 each year, the Comptroller shall report to the Senate Education, Health, and Environmental Affairs Committee and the House Economic Matters Committee, in accordance with § 2-1257 of the State Government Article, the total beer production of each **Class 8** license holder in the preceding fiscal year, identified by jurisdiction and license holder.

(2) Each holder of a **Class 8** license shall report to the Comptroller the information needed to prepare the annual report required under this subsection.

(3) The Comptroller shall include the information reported under this subsection in the annual report submitted under § 1-316 of this article.

History

2019, ch. 12, § 11; 2020, ch. 359, § 1; ch. 360, § 1.

Department of Planning,
Housing, and Zoning
400 High Street, Suite 130
Chestertown, MD 21620
410-778-7423 (voice/relay)
planning@kentgov.org

February 4, 2021

The Honorable P. Thomas Mason, President
County Commissioners of Kent County
400 High Street
Chestertown, MD 21620

Re: Zoning Text Amendment – Farm Breweries in the Agricultural Zoning District

Dear Mr. Mason:

At its February 4, 2021 meeting, The Kent County Planning Commission reviewed the proposed amendment to the *Kent County Land Use Ordinance* adding subsection 7.5 to Article V, Section 1.2 to allow farm breweries as defined by the State of Maryland. The Agricultural Advisory Commission met on January 13th and voted unanimously to recommend approval of the Zoning Text Amendment.

Following a lengthy discussion and consideration of testimony, the Planning Commission voted unanimously to send a favorable recommendation based on the following finds:

- The public need of the amendment is to allow for the development of small, locally owned business which will create jobs, support tourism, and economic development.
- Was recommended by Staff and the Agricultural Advisory Commission.
- Complies with the Comprehensive Plan and the Land Use Ordinance.
- The property and zoning district are suited for this use.

If you have any questions or concerns in this regard, kindly contact staff in the Department of Planning, Housing, and Zoning.

Sincerely,
Kent County Planning Commission

Kim Kohl
Chairman

recycled paper

Kent County Agricultural Advisory Commission
Department of Planning, Housing, and Zoning
400 High Street, Suite 130
Chestertown, MD 21620
410-778-7423 (voice/relay)

14 January 2021

Kim Kohl, Chair
Kent County Planning Commission
400 High Street
Chestertown, MD 21620

RE: Zoning Text Amendment - Agricultural Zoning District (AZD)
Permitted Use- Farm Brewery has defined by the State of Maryland

Dear Ms. Kohl:

The Kent County Agricultural Advisory Commission has reviewed the proposed amendment to the *Kent County Land Use Ordinance* District Regulations, Agricultural Zoning District [Article V, Section 1.2] by adding subsection 7.5, Farm Breweries as defined by the State of Maryland. The members voted to recommend approval of proposed amendment based on the following:

- In its Vision, the Comprehensive Plan recognizes that agriculture is the keystone to Kent County's heritage and its future. Agriculture is the linchpin that buttresses the County's economy, culture, history, and everyday experiences. The Plan further outlines goals and strategies which support existing businesses; seeks to retain and promote existing businesses and assist in their growth; encourages the development of farm-based business including agri-tourism; and promotes and supports the agricultural industry and secure its future in the County.

If you have any questions or concerns in this regard, kindly contact our staff in the Department of Planning, Housing, and Zoning.

Sincerely,

Jennifer Debnam

Jennifer Debnam
Chair

JAD/rwt

PRELIMINARY STAFF REPORT

TO: Kent County Planning Commission
SUBJECT: Zoning Text Amendment – Farm Breweries in Agricultural Zoning District
DATE: January 25, 2021

DESCRIPTION OF PROPOSAL

The applicants, James and Shirley Alexander, propose to amend Article V, Section 1.2, Agricultural Zoning District, Permitted Principal Uses and Structures, by adding 7.5, farm breweries as defined by the State of Maryland. This amendment would allow license holders to brew, bottle, store, and sell not more than 15,000 barrels of beer each calendar year. Farm brewery is defined in Maryland Alcohol Article §2-210. License holders may sell beer and certain foods for on-premise consumption. The beer brewed under this type of license must be manufactured with an ingredient from a Maryland agricultural product, including hops, grain, and fruit, produced on the licensed farm.

Staff is also recommending that the bill be amended to require site plan review:

> Farm breweries are subject to site plan review by the Planning Commission or where applicable the Planning Director.

APPLICABLE LAW

Article XII, Section 6 of the *Kent County Land Use Ordinance* establishes the standards for the review and approval of a zoning text amendment as follows.

1. The County Commissioners may amend, supplement, or change the boundaries of the districts or the regulations of this Ordinance. Any amendment may be initiated by a resolution of the County Commissioners, the motion of the Planning Commission, or petition of any property owner using forms specified by the Planning Commission.

2. The application for an amendment to the text of the Ordinance shall, at a minimum, state in particular the article section, and paragraph sought to be amended. The application shall contain the language of the proposed amendment and shall recite the reasons for the proposed change in text.

4. Before taking any action on any proposed amendment, supplement, or change, the County Commissioners shall submit the proposal to the Planning Commission for review and recommendation. The Planning Commission may hold a hearing on any proposed amendment, supplement, or change before submitting its recommendation to the County Commissioners.
The Planning Commission may request any pertinent data and information as it deems necessary. In its recommendation, the Planning Commission shall address:

a) The public need for the proposed amendment; and
b) The extent to which the proposed amendment complies with or deviates from the Comprehensive Plan and the Critical Area Law.
c) When reviewing an amendment to the zoning map, the Planning Commission shall address the suitability of the property in question for the uses permitted under the proposed zoning. The Planning Commission shall not recommend the adoption of the amendment unless it finds that the adoption of the amendment is in the public interest and not solely for the interest of the applicant. Failure of the Planning Commission to report to the County Commissioners within 60 days after its first meeting after the proposal was referred to them, shall be deemed approval.

COMPREHENSIVE PLAN

The proposed text amendment is consistent with the Kent County Comprehensive Plan's strategies to:

- Promote the development of small, locally owned businesses.
- Recruit new businesses which are compatible with the County's environmental resources.
- Encourage the development of farm-based business including agri-tourism.
- Promote and expand facilities, services, and activities that support natural resource-based economic development.
- Support programs and initiatives to maintain the economic viability of agriculture.
- Encourage more young people to live and work in Kent County.

STAFF COMMENTS

The Kent County Agriculture Advisory Commission met on January 13th and voted to make a favorable recommendation of this proposal. Their letter is included in your packet.

The Planning Commission will consider the public need for the amendment and consistency with the Comprehensive Plan and Land Use Ordinance.

The public need for this text amendment is to allow for the development of small, locally owned businesses, to encourage the development of farm-based business including agri-tourism, and to support initiatives to maintain the economic viability of agriculture. This use may also provide farmers with additional income.

Under State law, a farm brewery has limits on the amount of beer that can be produced each year, the number of events that may be held, as well as the types of food and the amount of product that can be sold for consumption on premises. According to staff's research, eight other jurisdictions permit farm breweries.

Staff recommends sending a favorable recommendation to the Kent County Commissioners.

APPLICATION FOR TEXT AMENDMENT TO THE KENT COUNTY LAND USE ORDINANCE KENT COUNTY, MARYLAND

Kent County Department of Planning, Housing and Zoning
Kent County Government Center
400 High Street • Chestertown, MD 21620
410-778-7475 (phone) • 410-810-2932 (fax)

Pursuant to Article XII, "Administrative Procedures" Section 6, "Amendments", of the Kent County Land Use Ordinance, I/We James and Shirley Alexander
Applicant's Name

of 13501 Alexander Rd Galena, md 21635-1930 302-367-4543
Address **Telephone Number**

hereby petition the Kent County Commissioners to amend the Land Use Ordinance of Kent County, Maryland, as follows: Update Article II Section 4.3.1B Class 8 Farm Brewery as Defined by the State of Maryland.

The purpose of the proposed amendment is to permit: the operation of a Class 8 Farm Brewery at 13501 Alexander Rd Galena, Md 21635. This is a plan to promote Craft beer tourism and economic developement in Kent County.

James Roy Alexander
Applicant's Signature

11-17-2020
Date

Please Note: The application for an amendment to the text of this Ordinance shall, at a minimum state in particular, the Article, Section, and paragraph sought to be amended. The application shall contain the language of the proposed amendment.

Instructions: The Land Use Ordinance requires that five (5) copies for Zoning Text Amendment be submitted to the Executive Assistant to the County Commissioners accompanied by $500.00 filing fee, payable to the County Commissioners of Kent County.

DEPARTMENT OF
PLANNING, HOUSING & ZONING
RECEIVED 12/15/2020

For Office Use Only:

File Number 20-47
Date Filed 12/17/20
Date Referred to Planning Commission
Date Recommend. Rec'd from Plan. Comm.
County Comm. Public Hearing Date
County Commissioners Action
Date of Action
Property Posted

Revised - 04/9/08

BAYBILLY BREWING CO.

Baybilly LLC.

13051 Alexander Rd, Galena, MD 21635

Proposed Amendment to the Kent County Land Use Ordinance for Article II Section 4 Rural Residential Zoning District

I, James Alexander respectfully request the amendments to the land use ordinance listed in the attached application. This request is being made to allow farm breweries to exist on farms across Kent County. I have been in contact with a farm brewer in another county and with brewers from other counties in Maryland. The intent of this is to add to the growing industry of craft brewing tourism in the state and bring that tourism to Kent County.

There are currently over 100 craft breweries in the state of Maryland which ranks it 22nd in the nation. On the eastern shore there are currently thirteen breweries. These breweries broken down by county are 4 in Cecil, 1 in Dorchester, 4 in Queen Anne's, 2 in Wicomico, and 2 in Worcester. There is currently one in Kent county awaiting approval. There are currently 14 farm breweries in the state of Maryland of which 1 is on the eastern shore in Queen Anne's County.

The craft beer industry has brought in over 600 million dollars of revenue to the state (2019). It has created over 6000 jobs. These numbers are actually small compared to neighboring states like Delaware and Pennsylvania with over a billion dollars in sales and over 8000 jobs. There is plenty of room for Maryland to grow in this industry. Opening craft brewery tourism in the county would allow this growth.

Farm breweries have a lot of advantages over a brew pub. Farm breweries are typically family friendly venues. They tend to attract people of all age groups drinkers and nondrinkers. This is due to the various events a farm setting allows. This setting allows not only the brewery but also space for local artisans and farmers to set up booths to sell their wares. Such as a farmers market or craft show. It also allows for events like fall fests, corn mazes, music, playgrounds etc. The craft beer is just a catalyst to bring individuals together to enjoy many of the merchandise available from individuals throughout the county.

Not only will it benefit artisans and crafters throughout the county to be able to sell their things but it will also support the local restaurants in the area. The brewery will not supply food. There will be food trucks available at times but mainly the food will come from local restaurants by takeout. Menus from the restaurants will be provided. Patrons will be able to place orders with the local restaurants and have delivery or there will be a runner to pick up their orders.

For the proposed brewery at the Alexander Farm located at 13501 Alexander Road, Galena will not need any structures built to support the brewery and tasting room. The structures are already present. There will need to be slight renovations made which are mainly cosmetic. The plan is to have a tasting room inside, a brew house, and outside area for tastings and any special events.

Ordinance No. 6-2021 Execution of A Law Enforcement Mutual Aid Agreement
4/20/2021
County Commissioners Meeting

Item Summary:
Public Hearing

ATTACHMENTS:

Description

Ordinance No. 6-2021 Execution of A Law Enforcement Mutual Aid Agreement, Public Hearing Notice

Ordinance No. 6-2021 Execution of A Law Enforcement Mutual Aid Agreement DRAFT Legislation

March 2021 Eastern Shore Mutual Aid Agreement - Kent

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

April 6, 2021
Legislative Session Day

Legislative Session Day
April 6, 2021

ORDINANCE NO. 6-2021

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

An Ordinance to approve the execution of a Law Enforcement Mutual Aid Agreement by and between Kent County, Maryland; Wicomico County, Maryland; Somerset County, Maryland; Worcester County, Maryland; Dorchester County, Maryland; Talbot County, Maryland; Caroline County, Maryland; Queen Anne's County, Maryland; and Cecil County, Maryland; and each of the Sheriffs for the foregoing jurisdictions, pursuant to Section 2-105 of the Criminal Procedure Article, Maryland Annotated Code.

A public hearing will be held on April 20, 2021, at 6:00 p.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. In response to the State of Emergency, and in lieu of public appearance, the meeting will be held remotely, via video teleconference and viewable on the County website at www.kentcounty.com/government. Hearings are open to the public and written comments will be accepted until noon on April 23, 2021.

Public comments can be submitted prior to hearing by the following methods: email kentcounty@kentgov.org, letters sent to The County Commissioners of Kent County, 400 High Street, Chestertown, MD 21620, and by phone during public comment using the call-in option 1-872-239-8359 Conference ID 616 101 755 then press #.

A complete copy of the proposed legislative ordinance is available on the County's website at www.kentcounty.com/commissioners/draft-legislation or by calling 410-778-4600.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 04/08/21

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

April 6, 2021 **Legislative Session Day**
Legislative Session Day **April 6, 2021**

ORDINANCE NO. 6-2021

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

An Ordinance to the approve the execution of a Law Enforcement Mutual Aid Agreement by and between Kent County, Maryland; Wicomico County, Maryland; Somerset County, Maryland; Worcester County, Maryland; Dorchester County, Maryland; Talbot County, Maryland; Caroline County, Maryland; Queen Anne's County, Maryland; and Cecil County, Maryland; and each of the Sheriffs for the foregoing jurisdictions, pursuant to Section 2-105 of the Criminal Procedure Article, Maryland Annotated Code.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

_____
P. Thomas Mason, President

INTRODUCED, read first time, April 6, 2021, ordered posted and public hearing scheduled on April 20, 2021, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

_____
Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on April 20, 2021. Reported favorably [with] [without] amendments; read second time and ordered to be considered on May 4, 2021, a legislative session day.

DRAFT

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

ORDINANCE 6-2021
THE EXECUTION OF A LAW ENFORCEMENT MUTUAL AID AGREEMENT

AN ORDINANCE concerning:

THE AUTHORIZATION OF THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND TO APPROVE THE EXECUTION OF A LAW ENFORCEMENT MUTUAL AID AGREEMENT BY AND BETWEEN KENT COUNTY, MARYLAND; WICOMICO COUNTY, MARYLAND; SOMERSET COUNTY, MARYLAND; WORCESTER COUNTY, MARYLAND; DORCHESTER COUNTY, MARYLAND; TALBOT COUNTY, MARYLAND; CAROLINE COUNTY, MARYLAND; QUEEN ANNE'S COUNTY, MARYLAND; AND CECIL COUNTY, MARYLAND; AND EACH OF THE SHERIFFS FOR THE FOREGOING JURISDICTIONS, PURSUANT TO SECTION 2-105 OF THE CRIMINAL PROCEDURE ARTICLE, MARYLAND ANNOTATED CODE.

RECITALS

WHEREAS, SECTION 2-105 OF THE CRIMINAL PROCEDURE ARTICLE AUTHORIZES THE GOVERNING BODY OF A COUNTY TO DETERMINE THE CIRCUMSTANCES UNDER WHICH THE POLICE OFFICERS AND OTHER OFFICERS, AGENTS, AND EMPLOYEES OF THE COUNTY, TOGETHER WITH ALL NECESSARY EQUIPMENT, MAY LAWFULLY GO OR BE SENT BEYOND THE BOUNDARIES OF THE COUNTY OR MUNICIPAL CORPORATION TO ANY PLACE WITHIN OR OUTSIDE THE STATE; AND,

WHEREAS, SECTION 2-105 OF THE CRIMINAL PROCEDURE ARTICLE FURTHER PROVIDES THAT A COUNTY MAY ENTER INTO MUTUAL AID AGREEMENTS WITH OTHER COUNTIES TO ESTABLISH AND CARRY OUT A PLAN TO PROVIDE MUTUAL AID BY PROVIDING ITS POLICE OFFICERS AND OTHER OFFICERS, EMPLOYEES, AND AGENTS, TOGETHER WITH ALL NECESSARY EQUIPMENT, TO ASSIST OTHER COUNTIES AND TO RECEIVE ASSISTANCE; AND,

WHEREAS, THE COUNTY COMMISSIONERS OF KENT COUNTY HAVE DETERMINED THAT ENTERING INTO A MUTUAL AID AGREEMENT WITH THE KENT COUNTY SHERIFF AND THE GOVERNING BODIES OF THE OTHER COUNTIES ON MARYLAND'S EASTERN SHORE AND THEIR RESPECTIVE SHERIFFS PURSUANT TO SECTION 2-105 OF THE CRIMINAL PROCEDURE ARTICLE WILL PROMOTE THE HEALTH, SAFETY, AND WELFARE OF THE CITIZENS OF KENT COUNTY.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF KENT COUNTY, MARYLAND THAT:

SECTION ONE: THE ABOVE RECITALS ARE HEREBY INCORPORATED AS IF FULLY SET FORTH HEREIN.

DRAFT

SECTION TWO: THE TERMS OF THE MUTUAL AID AGREEMENT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED BY REFERENCE HEREIN, SHALL BE AND ARE HEREBY APPROVED.

SECTION THREE: THE PRESIDENT OF THE KENT COUNTY COMMISSIONERS IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE THE MUTUAL AID AGREEMENT ON BEHALF OF KENT COUNTY, MARYLAND.

SECTION FOUR: BE IT FURTHER ENACTED, THAT ANY CHANGES TO THE MUTUAL AID AGREEMENT SHALL BE ADOPTED BY KENT COUNTY BY AN ORDINANCE IN ACCORDANCE WITH THE REQUIREMENTS OF CRIMINAL PROCEDURE ARTICLE § 2-105, MD. CODE ANN., AS AMENDED, MODIFIED, OR RECODIFIED FROM TIME TO TIME.

SECTION FIVE: BE IT FURTHER ENACTED, THAT THIS ORDINANCE AND THE MUTUAL AID AGREEMENT HEREBY SHALL SUPERSEDE AND REPLACE ANY PREVIOUS ORDINANCES OR AGREEMENTS DEALING WITH THE SAME SUBJECT MATTER, INCLUDING, THE MUTUAL AID AGREEMENT CONTEMPLATED THEREIN.

SECTION SIX: BE IT FURTHER ENACTED, THAT THE TITLE AND A FAIR SUMMARY OF THIS ORDINANCE SHALL BE PUBLISHED AFTER ENACTMENT OF THE ORDINANCE IN ACCORDANCE WITH MARYLAND ANNOTATED CODE OF MARYLAND, LOCAL GOVERNMENT, SECTION 9-311. THE TITLE IS NOT A SUBSTANTIVE PART OF THIS ORDINANCE. IF THE ORDINANCE IS AMENDED, THE TITLE MAY BE ADMINISTRATIVELY REVISED IF REQUIRED TO CONFORM THE TITLE TO THE CONTENT OF THE ORDINANCE AS FINALLY ENACTED.

SECTION SEVEN: BE IT FURTHER ENACTED, THAT IF ANY PROVISION OF THIS ORDINANCE OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE IS HELD INVALID FOR ANY REASON IN A COURT OF COMPETENT JURISDICTION, THE INVALIDITY DOES NOT AFFECT OTHER PROVISIONS OR ANY OTHER APPLICATION OF THIS ORDINANCE WHICH CAN BE GIVEN EFFECT WITHOUT THE INVALID PROVISION OR APPLICATION, AND FOR THIS PURPOSE THE PROVISIONS OF THIS ORDINANCE ARE DECLARED SEVERABLE.

SECTION EIGHT: BE IT FURTHER ENACTED, THAT THE PUBLISHERS OF THE CODE OF PUBLIC LAWS KENT COUNTY, IN CONSULTATION WITH AND SUBJECT TO THE APPROVAL OF THE COUNTY ATTORNEY, SHALL MAKE NON-SUBSTANTIVE CORRECTIONS TO CODIFICATION, STYLE, CAPITALIZATION, PUNCTUATION, GRAMMAR, SPELLING, AND ANY INTERNAL OR EXTERNAL REFERENCE OR CITATIONS TO THE CODE THAT ARE INCORRECT OR OBSOLETE, WITH NO FURTHER ACTION REQUIRED BY THE COUNTY COMMISSIONERS. ALL SUCH CORRECTIONS SHALL BE ADEQUATELY REFERENCED AND DESCRIBED IN THE EDITOR'S NOTE FOLLOWING THE SECTION AFFECTED.

DRAFT

SECTION NINE: THE MUTUAL AID AGREEMENT SHALL BECOME EFFECTIVE AFTER HAVING BEEN DULY ADOPTED BY THE RESPECTIVE COUNTIES IN THEIR REGULAR ROUTINE FOR LEGISLATION ENACTMENT AND UPON EXECUTION BY THE RESPECTIVE COUNTIES AND SHERIFFS.

SECTION TEN: AND BE IT FURTHER ENACTED, THAT THIS ORDINANCE SHALL TAKE EFFECT FORTY-FIVE (45) DAYS FROM THE DATE OF ITS PASSAGE BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ordinance shall take effect on the _____ day of_____, 2021.

Read Third Time _____

PASSED this _____ day of _____, 2021.

Failed of Passage _____

By order of:

_____
Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)

_____
P. Thomas Mason, President

_____
Ronald H. Fithian, Member

_____
Robert N. Jacob, Jr., Member

DRAFT

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

MUTUAL AID AGREEMENT
BETWEEN

WICOMICO COUNTY, MARYLAND,
THE SHERIFF OF WICOMICO COUNTY, MARYLAND

AND

SOMERSET COUNTY, MARYLAND
THE SHERIFF OF SOMERSET COUNTY, MARYLAND

AND

WORCESTER COUNTY, MARYLAND,
THE SHERIFF OF WORCESTER COUNTY, MARYLAND

DORCHESTER COUNTY, MARYLAND,
THE SHERIFF OF DORCHESTER COUNTY, MARYLAND

AND

TALBOT COUNTY, MARYLAND,
THE SHERIFF OF TALBOT COUNTY, MARYLAND

AND

CAROLINE, MARYLAND,
THE SHERIFF OF CAROLINE COUNTY, MARYLAND

AND

QUEEN ANNE'S COUNTY, MARYLAND,
THE SHERIFF OF QUEEN ANNE'S COUNTY, MARYLAND

AND

KENT COUNTY, MARYLAND,
THE SHERIFF OF KENT COUNTY, MARYLAND

AND

CECIL COUNTY, MARYLAND,
THE SHERIFF OF CECIL COUNTY, MARYLAND

THIS MUTUAL AID AGREEMENT, made this the _____ day of _____, 2020, by and between **WICOMICO COUNTY, MARYLAND,** a body corporate and politic of the State of Maryland, by and through the **COUNTY EXECUTIVE OF WICOMICO COUNTY, MARYLAND** and the **COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND**, (collectively, **" Wicomico County"**), the **SHERIFF OF WICOMICO COUNTY,** a State Constitutional Officer, (**"Wicomico Sheriff"**), and;

WORCESTER COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, (collectively, **"Worcester County"**), the **SHERIFF OF WORCESTER COUNTY,** a State Constitutional Officer, (**"Worcester Sheriff"**), and;

SOMERSET COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY COMMISSIONERS OF SOMERSET COUNTY, MARYLAND**, (collectively, **"Somerset County"**), the **SHERIFF OF Somerset COUNTY,** a State Constitutional Officer, (**"Somerset Sheriff"**), and

DORCHESTER COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNCIL MEMBERS OF DORCHESTER COUNTY, MARYLAND**, (collectively, **"Dorchester County"**), the **SHERIFF OF DORCHESTER COUNTY,** a State Constitutional Officer, (**"Dorchester Sheriff"**), and;

TALBOT COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNCIL MEMBERS OF TALBOT COUNTY, MARYLAND**, (collectively, **"Talbot County"**), the **SHERIFF OF TALBOT COUNTY,** a State Constitutional Officer, (**"Talbot Sheriff"**), and;

CAROLINE COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY COMMISSIONERS OF CAROLINE COUNTY, MARYLAND**, (collectively, **"Caroline County"**), the **SHERIFF OF CAROLINE COUNTY,** a State Constitutional Officer, (**"Caroline Sheriff"**), and;

QUEEN ANNE'S COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY COMMISSIONERS OF QUEEN'S ANNE COUNTY, MARYLAND**, (collectively, **"Queen Anne's County"**), the **SHERIFF OF QUEEN ANNE'S COUNTY,** a State Constitutional Officer, (**"Caroline Sheriff"**), and;

KENT COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND**, (collectively, **"Kent County"**), the **SHERIFF OF KENT COUNTY,** a State Constitutional Officer, (**"Kent Sheriff"**), and;

CECIL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY EXECUTIVE OF CECIL COUNTY, MARYLAND** and the **COUNTY COUNCIL OF CECIL COUNTY, MARYLAND**, (collectively, **" Cecil County"**), the **SHERIFF OF Cecil COUNTY,** a State Constitutional Officer, (**"Cecil Sheriff"**),

(Collectively each aforementioned corporate and politic of the State and Sheriff herein referred to as "**The Parties**")

WHEREAS, it is in the public interest that law enforcement agencies throughout the State of Maryland cooperate to the greatest extent possible to provide prompt, effective, and professional police services; and

WHEREAS, these agencies experience similar law enforcement problems; and

WHEREAS, all law enforcement officers, (hereinafter sometimes called "police" or "officers"), are trained in current law enforcement techniques and have completed a course of training prescribed by the Maryland Police Training Commission and are certified pursuant to Md. Code Ann., §3-209, *et seq*., Public Safety Article; and

WHEREAS, police officials of both jurisdictions are aware from time to time situations have developed at locations and times in either jurisdiction when sufficient police resources were not immediately available to enable police to render prompt, effective, and professional service to the public; and

WHEREAS, Wicomico County and Wicomico County Sheriff, and Worcester County and Worcester Sheriff, and Dorchester County and Dorchester Sheriff, and Talbot County and Talbot Sheriff, and Caroline County and Caroline Sheriff, and Queen Anne's County and Queen Anne's Sheriff, and Kent County and Kent Sheriff, and Cecil County and Cecil Sheriff are desirous of extending prompt, effective, and professional police service to the public to the extent that police resources are available; and

WHEREAS, pursuant to the authority conferred in Md. Code Ann., § 2-105, Criminal Procedure Article, the Parties enter into this Mutual Aid Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, **THE PARTIES** do hereby agree as follows:

1. Whenever, in the judgment of the **Wicomico Sheriff**, **Somerset Sheriff, Worcester Sheriff**, **Dorchester Sheriff, Talbot Sheriff**, **Caroline Sheriff, Queen Anne's Sheriff, Kent Sheriff, Cecil Sheriff** or, in the event of their absence or unavailability, an officer designated by one of the aforementioned Sheriffs, a situation occurs and the police in the County where the situation occurs determines that assistance from another Party or Parties is necessary, an aforementioned Sheriff, or designated officer, may request assistance in the form of police personnel or equipment from the other jurisdiction. The request shall be directed to one of the aforementioned Sheriffs, or, in the event of their absence or unavailability, an officer that has been previously designated. If, in the judgment of one of the aforementioned Sheriff's or their designees, whom the request has been made, a situation does exist, and the police or equipment requested are available, such resources may be dispatched as requested. A participating agency will provide operational assistance only to the extent that the police and equipment are not required for the adequate protection of that jurisdiction. Additionally, an aforementioned Sheriff shall have the authority to terminate their

participation in the situation at any time when circumstances are such that continued participation is deemed not in the best interest of the providing or assisting Agency. One of the aforementioned Sheriffs, or his or her designee, shall have the sole authority to determine the personnel and equipment, if any, available for operational assistance. Notwithstanding anything to the contrary herein, this Agreement shall not be construed to authorize any Sheriff to "deputize" the law enforcement officers of participating Parties to this Agreement as deputies within their respective jurisdictions.

2. When this Agreement is triggered and while any County police officer traverses, while on official duty, any highway, road, street, or alley in the other jurisdiction and observes any crime in progress, the police officer is authorized to act as a police officer pursuant to this Agreement.

3. The term "situation," as used in this Agreement, may include, but is not limited to, an emergency as defined under Md. Code Ann., §2-101, Criminal Procedure Article, including but not limited to, an unruly person or group which demonstrates the potential for violence, a hostage situation, a fire, a national disaster, an accident or other circumstance where prompt police action requiring more than one officer or specialized equipment is required.

4. The manner of providing assistance, as set forth in this Agreement, shall not limit the authority granted police officers in matters involving fresh pursuit as provided in Md. Code Ann., § 2-301, *et seq*., Criminal Procedure Article, or the powers granted by §§5-802, 5-807, 5-808, and 5-901 of the Criminal Law Article.

5. Pursuant to Md. Code Ann., § 2-105(c), *et seq*., Criminal Procedure Article, the Parties acknowledge that the acts performed in furtherance of this Agreement by law enforcement officers, or other officers, agents, or employees and the expenditures made by the Parties shall be deemed conclusively to be for a public and governmental purpose.

6. The Parties acknowledge that all of the immunities from liability enjoyed by a Party's jurisdiction when acting through its officers, agents, or employees for a public or governmental purpose within its boundaries shall be enjoyed by the jurisdictions to the same extent when acting pursuant to other lawful authority and/or agreement beyond the boundaries of the Parties in which they are commissioned or employed.

7. Pursuant to Md. Code Ann., § 2-105(c)(3), Criminal Procedure Article, the Parties acknowledge that when their police officers or other officers, agents, or employees are acting under this Agreement or other lawful authority beyond the boundaries of the jurisdiction within the State in which they are commissioned or employed, those persons have the same immunity from liability described in Md. Code Ann., §5-612, Courts and Judicial Proceedings Article and exemptions from laws, ordinances, and regulations, and the same pension, relief, disability, workers' compensation, and other benefits, in addition to any other immunities and exemptions to which they are otherwise entitled while performing their respective duties within the boundaries of the jurisdiction in which they are commissioned or employed.

8. The Parties to this Agreement shall be responsible for the workers' compensation and death claims of its own employees that may arise out of its employees' activities outside their respective jurisdictions under the Agreement.

9. A police officer who acts under the authority granted by this Agreement remains at all times and for all purposes an employee of the employing unit.

10. Pursuant to Md. Code Ann., § 2-105, *et seq*., Criminal Procedure Article, each of the Parties to this Agreement agree:

(a) To waive any and all claims that are against the other Parties to the Agreement and that may arise out of their activities outside their respective jurisdictions under the Agreement; and

(b) To indemnify and hold harmless the Parties to the Agreement from all claims by third parties that are for property damage or personal injury and that may arise out of the activities of the other Parties to the Agreement outside their respective jurisdictions under the Agreement.

11. The Agreement to indemnify shall in no way be construed to constitute a waiver of any immunity or limited liability, which may be claimed as set forth in Md. Code Ann., § 5-639, Courts and Judicial Proceedings Article, and Md. Code Ann., § 12-101, *et seq*., State Government Article. Nothing contained in this Agreement shall be construed to waive, in part or in whole, any immunity (statutory, common law or other) enjoyed by any Party hereto or by any officer, agent or employee of any such Party. This Agreement does not purport to create any "special relationship" between any law enforcement officer and any other person, when a law enforcement

officer is conducting law enforcement activities pursuant to this Agreement.

12. The Parties agree to cooperate fully with each other in the defense of claims, pursuant to the indemnifications of Paragraph 10(b). This cooperation will include the following:

(a) Prompt notification to the other Party of any accident, incident or enforcement action resulting in personal injury, property damage, or having the potential for liability;

(b) Permit a Party to this Agreement to conduct a parallel independent investigation of any accident or incident;

(c) Make reports, records, and equipment available for purposes of the defense of any claim or suit.

13. Pursuant to Md. Code Ann., § 2-105, *et seq*., Criminal Procedure Article, all personnel provided by the other jurisdiction shall report to the senior ranking commissioned police officer of the jurisdiction requesting aid.

14. Radio communication between the jurisdictions shall be coordinated through the Communications Section of each Party. In addition, requests for aid in mass processing of arrestees, transportation of prisoners or operation of a temporary detention facility shall be coordinated through the Sheriff for the

jurisdiction requesting the aid, or, in their absence, the senior ranking commissioned police officer.

15. This Agreement shall commence upon execution by all of the Parties and shall remain in effect for each Party until a Party hereto cancels its participation in this Agreement by sending a written notice thirty (30) calendar days prior to the cancellation from the Sheriff of the jurisdiction that wishes to withdraw from this Agreement.

16. Notice by a Party to withdraw from this Agreement does not act to void the Agreement between the remaining Parties to this Agreement, and only acts to sever the Party that withdraws. As such, following the written withdrawal of a Party to this Agreement, an addendum to this agreement will be executed by the Parties within forty-five (45) days following the withdrawing Party's withdrawal, indicating that said Party has withdrawn from this Agreement and that the Parties are amended to only include those remaining Parties to this Agreement. Notice would be affected to each county attorney listed in this Agreement.

17. Copies of this Agreement will be provided to the Parties and The Office of the State's Attorney for each jurisdiction in which a Party to this Agreement is located, and upon request of the Office for The State's Attorney for any Party's jurisdiction at any time that they may make such a request that is necessary for the prosecution of any case that requires this Agreement.

18. This Agreement shall supersede any prior agreements, verbal or written, that may have been previously executed, controlling the matters set forth herein.

19. This Agreement shall be governed by the laws of the State of Maryland.

AS WITNESS the hands and seals of the Parties the day, month and year first above written.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

WICOMICO COUNTY, MARYLAND

WITNESS/ATTEST

_____

WICOMICO COUNTY, MARYLAND

By:_____
(NAME)
Wicomico County Executive

SHERIFF OF WICOMICO COUNTY

_____

By:_____
Mike Lewis
Sheriff of Wicomico County

Reviewed for form and legal sufficiency and approved for

APPROVED:
execution this the ___ day of _____, 2021.

Wicomico County Council

_____
(NAME)
Council Attorney

_____
By: (NAME), Council President

CECIL COUNTY, MARYLAND

WITNESS/ATTEST

_____

CECIL COUNTY, MARYLAND

By:_____

(NAME)
County Executive

SHERIFF OF CECIL COUNTY

_____

By:_____

Scott Adams
Sheriff of Cecil County

Reviewed for form and legal sufficiency and approved for

APPROVED:
execution this the ___ day of _____, 2021.

CECIL COUNTY COUNCIL

_____
(NAME)
County Attorney

_____
By: (NAME), Council President

KENT COUNTY, MARYLAND

WITNESS/ATTEST

_____

KENT COUNTY, MARYLAND

By:_____

P. Thomas Mason
County Commissioners of Kent
County, Maryland
President

SHERIFF OF KENT COUNTY

_____

By:_____

John Price
Sheriff of Kent County

Reviewed for form and legal
sufficiency and approved for

APPROVED:
execution this the ___ day of
_____, 2021.

_____
Thomas N. Yeager
County Attorney

QUEEN ANNE COUNTY, MARYLAND

WITNESS/ATTEST

_____

QUEEN ANNE COUNTY, MARYLAND

By:_____

(NAME)
County Executive

SHERIFF OF QUEEN ANNE COUNTY

_____

By:_____

Gary Hofman
Sheriff of Queen County

Reviewed for form and legal sufficiency and approved for

APPROVED:
execution this the ___ day of _____, 2021.

QUEEN ANNE COUNTY COUNCIL

_____
(NAME)
County Attorney

_____
By: (NAME), Council President

CAROLINE COUNTY, MARYLAND

WITNESS/ATTEST

_____

CAROLINE COUNTY, MARYLAND

By:_____

(NAME)
County Executive

SHERIFF OF CAROLINE COUNTY

_____

By:_____

Randy Bounds
Sheriff of Caroline County

Reviewed for form and legal sufficiency and approved for

APPROVED:
execution this the ___ day of _____, 2021.

CAROLINE COUNTY COUNCIL

_____
(NAME)
County Attorney

_____
By: (NAME), Council President

TALBOT COUNTY, MARYLAND

WITNESS/ATTEST

_____

TALBOT COUNTY, MARYLAND

By:_____

(NAME)
County Executive

SHERIFF OF CECIL COUNTY

_____

By:_____

Joseph Gamble
Sheriff of Talbot County

Reviewed for form and legal sufficiency and approved for

APPROVED:
execution this the ___ day of _____, 2021.

TALBOT COUNTY COUNCIL

_____
(NAME)
County Attorney

_____
By: (NAME), Council President

DORCHESTER COUNTY, MARYLAND

WITNESS/ATTEST

_____

DORCHESTER COUNTY, MARYLAND

By:_____

(NAME)
County Executive

SHERIFF OF DORCHESTER COUNTY

_____

By:_____

James Phillips Jr.
Sheriff of Dorchester County

Reviewed for form and legal sufficiency and approved for

APPROVED:
execution this the ___ day of _____, 2021.

DORCHESTER COUNTY COUNCIL

_____
(NAME)
County Attorney

_____
By: (NAME), Council President

WORCESTER COUNTY, MARYLAND

WITNESS/ATTEST

_____

WORCESTER COUNTY, MARYLAND

By:_____

(NAME)
County Executive

SHERIFF OF WORCESTER COUNTY

_____

By:_____

Matthew Crisafulli
Sheriff of Worcester County

Reviewed for form and legal sufficiency and approved for

APPROVED:
execution this the ___ day of _____, 2021.

WORCESTER COUNTY COUNCIL

_____
(NAME)
County Attorney

_____
By: (NAME), Council President

SOMERSET COUNTY, MARYLAND

WITNESS/ATTEST

_____

SOMERSET COUNTY, MARYLAND

By:_____

(NAME)
County Executive

SHERIFF OF SOMERSET COUNTY

_____

By:_____

Ronnie Howard
Sheriff of Somerset County

Reviewed for form and legal sufficiency and approved for

APPROVED:
execution this the ___ day of _____, 2021.

SOMERSET COUNTY COUNCIL

_____
(NAME)
County Attorney

_____
By: (NAME), Council President

Shelly Neal-Edwards, Director, Kent County Department of Social Services
4/20/2021
County Commissioners Meeting

Item Summary:
Legal Services

ATTACHMENTS:

Description

04.20.21 Inter-Governmental Agreement Between Maryland State Department of Human Services, Kent County Department of Social Services and The County Commissioners of Kent County Maryland, Legal Services KCDSS-Legal 22-001

04.20.21 Inter-Governmental Agreement Between Maryland State Department of Human Services, Kent County Department of Social Services and The County Commissioners of Kent County Maryland, Appendix A Scope of Work

04.20.21 Inter-Governmental Agreement Between Maryland State Department of Human Services, Kent County Department of Social Services and The County Commissioners of Kent County Maryland, Appendix B Proposal

KCDSS/Legal 22-001
Agency Control Number

INTER-GOVERNMENTAL AGREEMENT

BETWEEN

MARYLAND STATE DEPARTMENT OF HUMAN SERVICES

Kent County Department of Social Services
350 High Street, P.O. Box 670
Chestertown, Maryland 21620

AND

The County Commissioners of Kent County Maryland
400 High Street
Chestertown, Maryland 21620

FOR

Legal Services for Kent County Department of Social Services

THIS AGREEMENT, effective as of July 1, 2021, is made by and between the Maryland State Department of Human Services'Kent County Department of Social Services ("DHS/KCDSS") and the The County Commissioners of Kent County Maryland, hereinafter referred to as the "CONTRACTOR".

The DHS/KCDSS and the CONTRACTOR do mutually agree as follows:

1. PROGRAM AND SERVICES TO BE PROVIDED

1.1 Subject to the continuing availability of State and /or federal funds, the DHS/KCDSS shall purchase the CONTRACTOR'S services and the CONTRACTOR shall provide legal representation for the agency before the Kent County Courts for the matters of Child Welfare, Adult Services, Adult Guardianship, Adult Protective Services, and Foster Care. These services shall be provided in accordance with the terms and conditions of this Agreement and the following Appendixes which hereby are incorporated as part of this Agreement:

A. Appendix A: Scope of Work is applicable to this Agreement
B. Appendix B: Contractor's Proposal and Budget entitled Kent County Department of Social Service Inter-Governmental Agreement KCDSS/Legal 22-001 dated April 20, 2021.

2. TERM AND TERMINATION

2.1 Performance under this Agreement shall commence on July 1, 2021, and shall continue until services are completed; but in any case no later than June 30, 2022.

2.2 The parties may agree in writing to an earlier termination date.

2.3 If the CONTRACTOR fails to fulfill its obligations under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the DHS/KCDSS may terminate the Agreement. Prior to terminating this Agreement, the DHS/KCDSS shall give thirty (30) days prior written notice of such default, and if the CONTRACTOR has not cured such default within the thirty (30) day period, the DHS/KCDSS may, by written notice given, within five (5) days after expiration of this period, terminate the contract. The notice shall specify the acts or omissions relied on as cause for termination. The DHS/KCDSSshall pay the CONTRACTOR fair and equitable compensation for satisfactory performance prior to the date of termination, less the amount of damages caused by the CONTRACTOR'S breach.

3. PAYMENT

3.1 The cost to the DHS/KCDSS for the services to be provided by the CONTRACTOR under this Agreement shall not exceed: Thirty-eight thousand four hundred dollars ($38,400.00).

3.2 Payments by the the Local Department's Fiscal Services Division shall be made promptly, and through the Financial Management Information System (FMIS), upon submission of an invoice from the CONTRACTOR. Payments will be made within 30 days after receipt of an acceptable invoice.

3.3 The CONTRACTOR'S Federal Tax Identification Number is: 52-6000974. The CONTRACTOR agrees to include this number on all invoices billed to the the Local Department's Fiscal Services Division. The DHS/KCDSS may withhold payment for failure to comply with this provision.

3.4 (If applicable) Payment of these funds is conditional upon the DHS/KCDSS receiving funds from: Maryland Department of Budget and Management as specified to pay for the total cost of the services set forth in the Appendix. The DHS/KCDSS will give timely notice to the CONTRACTOR in the event the DHS/KCDSS does not receive the funds to pay for the total cost of the services provided under this Agreement.

4. GENERAL PROVISIONS AND CONDITIONS

4.1 The terms of this Agreement and its execution are subject to all applicable Maryland laws and regulations and approval of other agencies of the State of Maryland as required under State laws and regulations.

4.2 Subject to any limitations imposed by law, the parties agree that each party shall be responsible for its own actions and omissions, pursuant to the performance of this Inter-Governmental Agreement, and neither party shall hold the other liable with respect to any matter not arising from the other party's actions or omissions. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Acts and relating funding provisions.

4.3 As a condition of the DHS/KCDSS's obligation to perform under this Agreement, the CONTRACTOR shall comply with all applicable federal, State and local governmental standards and requirements, including licensing and permit laws and ordinances, as are necessary for the lawful providing of the services required of the CONTRACTOR under the terms of this Agreement.

4.4 The persons performing the services as set forth in the Appendix shall be employees of the CONTRACTOR or consultant(s) approved under Paragraph 4.5 or subcontractor(s) assigned under Paragraph 4.9. The CONTRACTOR is responsible for complying with all federal and State laws as to tax and Social Security payments to be withheld from wages paid to said employees.

4.5 The DHS/KCDSS shall designate Nikki Strong, Assistant Director, or designee, 350 High Street, P.O. Box 670, Chestertown, Maryland 21620, Telephone: 410-810-7654, Fax: 410-810-1497, E-Mail: Nikki.Strong@Maryland.gov to serve as Project Officer for this Agreement. The CONTRACTOR shall designate Shelley L. Heller, County Administrator, or designee, 400 High Street, Chestertown, Maryland 21620, Telephone 410-778-4600, Fax: 410-778-7482, E-Mail: SHeller@Kentgov.org to serve as the CONTRACTOR'S Project Manager for this Agreement. All contact between the DHS/KCDSS and the CONTRACTOR regarding all matters relative to this Agreement shall be coordinated through the DHS/KCDSS's designated Project Officer.

The use of funds under this Agreement by the CONTRACTOR to hire consultants shall require the prior approval by the DHS/KCDSS, through its Project Officer, of any such arrangement and the proposed work plan of the consultant(s) involved. (Approval is not required if the Appendix indicates the consultant's use.)

4.6 This Agreement may be amended as the DHS/KCDSS and the CONTRACTOR mutually agree in writing. Except for the specific provision of the Agreement, which is thereby amended, the Agreement shall remain in full force and effect after such amendment.

Adjustments of funds between categories that do not affect the total authorized funding and are consistent with the objectives of this Agreement do not require an amendment to the Agreement. Written approval by the Project Officer, however, is required.

Extensions for Time: The Parties expressly reserve the right to extend the term of the Agreement, without additional cost to the State beyond the not to exceed amount identified in Section 3.1 herein and for services provided beyond the original term of the Agreement, provided the extension is for a reasonable, limited, and defined time, and provided that the scope of work under the extension is the same as the original Agreement. It is also agreed that all such modifications shall be reduced to writing, and signed by the Parties.

4.7 The CONTRACTOR shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, creed, national origin, age, marital status, sexual orientation, or physical or mental disability which would not reasonably preclude the required performance. Except in subcontracts for standard commercial supplies or raw materials, the CONTRACTOR shall include a clause similar to this clause in all subcontracts and each subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The CONTRACTOR understands that it will comply fully with provisions of the Americans with Disabilities Act ("ADA"). The CONTRACTOR agrees that it will not directly, or indirectly through contractual or other arrangements, utilize criteria or methods of administration that have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability; or that have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the DHS/KCDSS's program with respect to individuals with disabilities.

The CONTRACTOR shall:

A. Have written policies and procedures to accommodate customers that require a reasonable accommodation. The CONTRACTOR shall provide notice to customers that they are entitled to request a reasonable accommodation based upon their disability and such notice must be easily understood by those with low literacy levels.

B. Document each customer's need for a reasonable accommodation in the customer's case file.

C. Attend and participate in DHS's periodic training on reasonable accommodation and/or providing services to customers with disabilities. The CONTRACTOR will be advised in advance of the time and location of the training.

4.8 The CONTRACTOR shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article §§ 10-1101 *et seq.*, and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services.

4.9 Unless otherwise provided in the Appendix, the CONTRACTOR may not, during the term of this Agreement or any renewals or extensions of this Agreement, assign or subcontract all or any part of this Agreement without the prior written consent of the Project Officer.

4.10 Both parties hereby expressly acknowledge the possibility of substantial changes in federal regulations applicable to this Agreement and expressly agree to renegotiate this Agreement as necessary to comply with such changes; provided that any increase in the scope of work or cost of performance will be compensated for by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance.

4.11 The CONTRACTOR shall retain all books, records, and other documents relevant to this Agreement for a period of no less than three years after the date of final payment, a resolution of audit findings, or disposition of non-expendable property, whichever is later, and upon receipt of reasonable written notice thereof, and full access thereto. The right to examine any of said materials shall be afforded federal and/or State auditors who shall have substantiated in writing a need therefore in the performance of their official duties, and such other persons as are authorized by the DHS/KCDSS. The Contractor will provide to the DHS/KCDSS a copy of that part of any audit performed by university, local, State or independent auditors which relates to the performance of this Agreement and the administration of funds provided by the DHS/KCDSS pursuant to this Agreement. Any additional audit information requested by the DHS/KCDSS may be secured by the DHS/KCDSS at its own expense using its own or the CONTRACTOR'S auditors or other State-approved auditors.

4.12 (a) The CONTRACTOR shall obtain prior written approval of the DHS/KCDSS for any purchase of assets with funds paid under this Agreement, excluding ordinary office supplies, unless such purchase is described in the Appendix.

(b) Title to all property furnished by the DHS/KCDSS shall remain in the DHS/KCDSS. Title to equipment purchased with funds available under this Agreement shall vest in the CONTRACTOR; provided, however that title to equipment having an acquisition cost of $500 or more per unit and a useful life of more than two years ("Capital Equipment") shall vest in the DHS/KCDSS upon acquisition. The

CONTRACTOR shall provide a list of Capital Equipment acquired under this Agreement to the DHS/KCDSS upon completion of the Agreement or the last renewal of this Agreement.

4.13 Except in accordance with a court order, neither party shall use or disclose any information concerning a recipient of the services provided under this Agreement for any purposes not directly connected with the administration of such services, except upon written consent of the other party and the recipient or his/her responsible parent, guardian, or legal representative or as required by § 4-101 *et. seq.*, General Provisions Article Maryland Annotated Code.

4.14 This Agreement, together with the Appendix attached hereto and incorporated herein by reference, represents the complete, total and final understanding of the parties, and no other understandings or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution.

KCDSS/Legal 22-001
Agency Control Number

IN WITNESS WHEREOF, the parties have executed this Agreement.

FOR THE CONTRACTOR:

P. Thomas Mason
Signature

P Thomas Mason
Name

President
Title

April 20, 2021
Date Signed

FOR THE DHS/KCDSS:

Signature

Shelly Neal-Edwards, LCSW-C
Name

KCDSS Director
Title

Date Signed

APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL

Kent County Department of Social Services
Scope of Work
for
Legal Services for Kent County Department of Social Services

1. Background

Kent County Department of Social Services (KCDSS) is authorized by law to administer social services to Kent County citizens. In the administration of these programs, it is routinely necessary for the Local Department to employ the services of a practicing attorney to represent the KCDSS before the Kent County Courts and the Office of Administrative Hearings in matters involving: Child Welfare such as CPS, Adoption, Foster Care, In- Home Family Services and Adult Services such as APS and APG. The attorney is also responsible for providing general legal advice to approximately 15 KCDSS employees and responding to requests for records via subpoena.

The attorney represents KCDSS in court an average of one day per month for Child Welfare cases and is in court as needed for APG cases. In Fiscal Year 2020, KCDSS had sixteen (16) ongoing active APS cases. As the number of aged adults in Kent County continues to increase, the number of Adult Services cases may expand.

Legal representation during State Fiscal Year 2020 was as follows: ten (10) permanency plan hearings; two (2) voluntary placement hearings and approximately six (6) children in Foster Care; five (5) APG cases.

NOTE: The numbers indicated above are based on historical data and cannot be guaranteed. The volume of cases may increase or decrease and will vary based on the number of families in need of care. Therefore, the data provided shall be used as guidance only.

2. Scope of Services to Be Provided

County Commissioners of Kent County shall enter into an Inter-Governmental Agreement for legal representation services on behalf of KCDSS. The Contractor shall assign an attorney (s) to represent KCDSS in the following areas: Child Welfare such as CPS, Adoption, Foster Care, In- Home Family Services and Adult Services such as APS and APG. Thomas N. Yeager currently provides legal services on behalf of the County Commissioners of Kent County and will serve KCDSS under this agreement.

2.1 The Assigned Attorney shall:

A. Be available to represent KCDSS during Normal State Business Hours.

B. Represent the interests and recommendations of KCDSS in all legal matters before the Kent County courts and the Office of Administrative Hearings. This may include, but is not limited to: matters of child Welfare such as CPS, Adoption, Foster Care, In-Home Family Services and Adult Services such as APS and APS.

C. Attend all pre-hearing and post-hearing conferences including settlement conferences.

D. Respond to all subpoenas received by KCDSS.

E. Provide general legal advice (including the analysis and interpretation of statutes, regulations, and policies) by legal memorandum, assistance and/or consultation to KCDSS staff. All written materials developed must be approved by the DHS Office of the Attorney General prior to implementation.

F. Represent KCDSS in all guardianship hearings and proceedings, including the preparation of Guardianship petitions in both contested and non-contested cases for child and adult cases.

G. Provide adequate staff to support the requirements of this Inter-Governmental Agreement and provide a resume and thorough description of the duties and responsibilities of the support staff that will be assigned to this Contract, to include a Paralegal and/or Legal Secretary.

H. The Assigned Attorney shall determine conflicts and assign appropriate cases to a qualified conflict attorney.

I. Provide a verifiable emergency contact phone number where the Assigned Attorney can be reached during non-business hours when a situation is deemed to be an emergent situation requiring legal expertise or when an emergency hearing is required.

J. Represent KCDSS in the juvenile court system in order to protect children at risk, and have knowledge of the uniform child custody law and related proceedings.

K. Review cases with appropriate Child Welfare Services and Adult Services staff prior to the court hearings to review the petition and discuss needed witnesses and reports.

L. Meet with witnesses and appropriate staff at least one week prior to the court hearing to prepare for court testimony.

M. Discuss the KCDSS recommendations with other attorneys-of-record prior to court hearings.

N. Prepare all legal documents necessary for the representation of KCDSS.

O. Work in conjunction with the Kent County courts to schedule the docket for KCDSS matters and be prepared to appear in court an average of one day per month.

P. Ensure that all court documents are returned to the appropriate case worker within 30 days.

Q. Upon request, participate in scheduled meetings with the judges of the Kent County courts.

R. File KCDSS cases in a timely manner, consistent with State and Federal laws and regulations and rules and within fifteen days from the date of the court hearing. .

S. Provide advice to the Local Director or designee regarding employee grievances.

T. Participate and/or consult with attorneys from the Office of the Maryland Attorney General when the Department is involved in any appeal (whether it is the plaintiff or defendant) to the Appellate Courts.

U. Assist, as needed, KCDSS staff in the conduct of Fair Hearings (consumer administrative appeal of KCDSS regulations involving statutory benefits and other social service entitlements).

V. Conduct a minimum of one in-service training session per year for KCDSS staff to improve the quality of social work practice in judicial and quasi-judicial settings. This training may be coordinated through Office of the Attorney General.

W. Attend seminars, training workshops and other forms of training conducted annually at KCDSS and other locations when the subject matter impinges on legal issues that bear upon KCDSS' scope, role, mission, function or goals. The Contractor shall be responsible for all costs associated with attending any training workshops.

X. Appear with the Local Director or designee before local boards, commissions and other quasi-judicial bodies when KCDSS wishes to effect changes in various administrative codes which impact upon program and service delivery.

Y. Prepare an itemized list of services provided each month to accompany the contractor's monthly invoice.

2.2 Requirements Specific to Child Welfare Services
The Assigned Attorney shall:

A. Represent KCDSS in all CINA petition hearings, including emergency shelter care hearings (as scheduled), adjudication and disposition hearings.

B. Represent the KCDSS Child Welfare Division in all legal matters relating to child abuse and neglect as well as Voluntary Placements before the Kent County courts.

C. Represent KCDSS in all Permanency Plan and review hearings and negotiate consent orders between attorneys involved in TPR cases.

D. Represent KCDSS in all Guardianship hearings and proceedings and prepare petitions for Guardianship cases, both contested and uncontested.

E. Attend and participate in court-ordered CINA mediation.

F. Attend and participate in Family Involvement Meetings (FIMs) upon the request of the KCDSS.

G. Meet with KCDSS staff to prepare for TPR hearings and testimony at least one (1) week prior to the scheduled hearing.

2.3 Requirements Specific to Adult Protective Services
The Assigned Attorney shall:

A. Represent KCDSS in the courts for authorization for forced entry, emergency APS orders, Temporary Guardianship of the Person for Medical Consent, emergency Guardianship of the Person, and regular Guardianship of the Person.

B. Consult with APS Workers regarding potential and active court cases.

C. Prepare, develop and file petitions with courts in APS such as emergency protective services and Guardianship of the Person within the time frames consistent with State and federal laws and regulations.

D. Review cases with APS workers and other witnesses involved one week prior to the hearing for regular guardianship of the person.

E. Prepare for and attend court hearings in matters of shelter care, adjudication, disposition, contempt and APG.

2.4 Requirements Specific to Adult Services
The Assigned Attorney shall:

A. Provide legal memorandum in recovery of overpayments to providers.

B. Represent KCDSS in suits filed by clients or their relatives for termination of services or payments.

C. Represent KCDSS on issues involving zoning regulations.

D. Provide legal assistance to ensure client's income and assets are used for their benefit.

3. **Minimum Qualifications** Attorneys representing KCDSS shall at a minimum:

A. Be a member in good standing with the Maryland Court of Appeals.

B. Possess at least three (3) years of recent experience (within the last five (5) years), in matters of Child Welfare Services such as CPS, Adoption, Foster Care, In -Home Family Services and in matters of Adult Services such as APS, APG, child disability, family law, and/or related legal fields. This is essential to the achievement of timely outcomes for children and their families within the child welfare system.

4. **Conflict Attorney**

A. The contractor shall identify and secure a qualified Conflict Attorney as a part of this Proposal. The Conflict Attorney shall meet all minimum qualifications and all requirements of the Inter-Governmental Agreement and shall be willing to accept cases from the Assigned Attorney when conflicts of interest arise or when the assigned attorney is on vacation or otherwise unavailable.

B. All related professional fees required by the conflict attorney shall be paid by the contractor under this Inter-Governmental Agreement.

5. Insurance Requirements

5.1 The Assigned Attorney shall maintain Commercial General Liability Insurance to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, with a limit of $500,000 per occurrence and $1,000,000 aggregate.

5.2 The Assigned Attorney shall maintain Malpractice/Professional Liability insurance with a minimum limit of $500,000 per claim and annual aggregate

5.3 The Assigned Attorney shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

5.4 The Assigned Attorney shall maintain Crime Insurance to cover employee theft with minimum single loss limit of $500,000 per loss, and single loss retention not to exceed $10,000.

5.5 Within five (5) Business Days of the Contract begin date, and before any work begins, the Assigned Attorney shall provide the Procurement Officer with current certificates of insurance, and shall update such certificates periodically, but no less than annually in multi-year contracts, as directed by the State Project Manager. Such copy of the assigned attorney's current certificate of insurance shall contain at minimum the following:

a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.

b. Commercial General Liability as required in Section 5.1.

c. Malpractice/Professional Liability as required in Section 5.2.

d. Automobile and/or Commercial Truck Insurance as required in Section 5.3.

e. Crime Insurance as required in Section 5.4.

5.6 The "State of Maryland, its officers, employees and agents" shall be listed as an additional insured on any Commercial General Liability and Malpractice/Professional with the exception of Worker's Compensation Insurance, which is currently handled by the Chesapeake Employer's Insurance Company (formerly Injured Worker's Insurance Fund). All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the State Project Manager, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. In the event the State Project Manager receives a notice of non-renewal, the Assigned Attorney shall

provide the State Project Manager with an insurance policy from another carrier at least 15 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

5.7 The Contractor shall require that any subcontractors providing primary services (as opposed to non-critical, ancillary services) under this Contract obtain and maintain the same levels of insurance and shall provide the State Project Manager with the same documentation as is required of the Contractor.

6. Invoicing

6.1 Invoice Format

- The Contractor shall submit monthly invoices to the KCDSS (**Attachment A**). The invoices shall include the amount due for services provided for the period covered by each attorney and shall include services provided by any conflict attorney assigned. Invoices shall include the following:
  - Contractor name and address;
  - Remittance address;
  - Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
  - State assigned Contract number and Purchase Order number;
  - Invoice date;
  - Invoice period (i.e. time period during which services covered by invoice were performed);
  - Total number of hours
  - Total amount due

A copy of the itemized list of services from each attorney (**Attachment B**) must accompany all invoices.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

6.2 Invoice Submission Schedule

The Contractor shall bill the Department monthly, by the 15th calendar day of the succeeding month. Invoices must be addressed to:

Kent County Department of Social Services
Joyce Dalto, Assistant Director for Administration
350 High Street
P.O. Box 670
Chestertown, MD 21620

6.3 Payment Terms

The Contract will be based on a fully-loaded firm fixed price for one year and shall include all general, administrative and indirect costs necessary to provide all services as

described in the Scope of Work. No price adjustments will be allowed during the term of this contract. Each monthly invoice will be for an amount equal to 1/12th of the annual contract amount.

6.4 **Contract Term and Options**

This Contract is for period July 1, 2021 through June 30, 2022.

The County Commissioner of Kent County Maryland

By: P. Thomas Mason Date: April 20, 2021

P. Thomas Mason, President

Kent County Department of Social Services

By: _____ Date: _____

Shelly Neal-Edwards, Director

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

Appendix B

Proposal From
The County Commissioner of Kent County Maryland
To
Kent County Department of Social Services
Inter-Governmental Agreement KCDSS/LEGAL 22-001

The following is a proposal effective July 1, 2021 between County Commissioner of Kent County Maryland, hereinafter, referred to as the "County", and the Kent County Department of Social Services, 350 High Street, P.O. Box 670, Chestertown, MD 21620, hereafter referred to as "KCDSS".

I. Purpose

The County will acquire the services of a practicing attorney, licensed in the State of Maryland with expertise in Child Welfare cases, to represent the KCDSS before the Courts and the Office of Administrative Hearings.

Legal services will include but are not limited to the following:

- Represent KCDSS in all CINA petition hearings, including emergency shelter care hearings (as scheduled), adjudication and disposition hearings.
- Represent the KCDSS Child Welfare Division in all legal matters relating to child abuse and neglect as well as Voluntary Placements before the Kent County courts.
- Represent KCDSS in all Permanency Plan and review hearings and negotiate consent orders between attorneys involved in TPR cases.
- Represent KCDSS in all Guardianship hearings and proceedings and prepare petitions for Guardianship cases, both contested and uncontested.
- Attend and participate in court-ordered CINA mediation.
- Attend and participate in Family Involvement Meetings (FIMs) upon the request of the KCDSS.
- Meet with KCDSS staff to prepare for TPR hearings and testimony at least one (1) week prior to the scheduled hearing.
- Represent KCDSS in the courts for authorization for forced entry, emergency APS orders, Temporary Guardianship of the Person for Medical Consent, emergency Guardianship of the Person, and regular Guardianship of the Person.
- Provide advice to the Local Director or designee regarding employee grievances and other related issues.
- Consult with APS Workers regarding potential and active court cases.
- Prepare, develop and file petitions with courts in APS such as emergency protective services and Guardianship of the Person within the time frames consistent with State and federal laws and regulations.
- Review cases with APS workers and other witnesses involved one week prior to the hearing for regular guardianship of the person.

- Prepare for and attend court hearings in matters of shelter care, adjudication, disposition, contempt and APG.

II. Payment Terms/Billing

The County shall submit an invoice for reimbursement to KCDSS monthly. The total cost to KCDSS shall not exceed the contract amount of $38,400.
KCDSS shall make monthly payments to the County by the latter of 30 days after receipt of the proper invoice from the County based on 1/12th of the annual amount $38,400.

III. Contract Term and Options

This proposal is for period July 1, 2021 through June 30, 2022.

The County Commissioner of Kent County Maryland

By: P. Thomas Mason Date: April 20, 2021
P. Thomas Mason, President

Kent County Department of Social Services

By: _____ Date: _____
Shelly Neal-Edwards, Director

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

Appendix B

Kent County Department of Social Services
Legal Services Breakdown
FY 2022

Category	Percentage of Work	Amount Budgeted
CINA	50%	$19,200
TPR	20%	$7,680
Guardianship	15%	$5,760
General	10%	$3,840
Custody	5%	$1,920
TOTAL	100%	$38,400

Ken Kozel, President and CEO, University of Maryland Shore Regional Health
4/20/2021
County Commissioners Meeting

Item Summary:
Reimaging Eastern Shore Health Care

J. Terry Ober, Inspector, Kent Alcohol and Tobacco Enforcement
4/20/2021
County Commissioners Meeting

Item Summary:
Administrative Hearing Discussion

ATTACHMENTS:

Description

Md. ALCOHOLIC BEVERAGES Code Ann. Section 24-2802

Md. ALCOHOLIC BEVERAGES Code Ann. Section 4-603

Md. ALCOHOLIC BEVERAGES Code Ann. Section 24-2602

Md. ALCOHOLIC BEVERAGES Code Ann. Section 24-2802

Statutes current through legislation effective November 6, 2020

- MD - Annotated Code of Maryland
- ALCOHOLIC BEVERAGES
- DIVISION II. PROVISIONS AFFECTING INDIVIDUAL JURISDICTIONS
- TITLE 24. KENT COUNTY
- SUBTITLE 28. PENALTIES

Section 24-2802. Hearing and penalty for violation

(a) Board hearing. --
(1) The Board shall hear a case within 30 days after the violation is reported by an inspector or law enforcement officer.
(2) The Board shall make a determination of the case within 15 days after the conclusion of the hearing.
(b) Penalty. --
(1) Unless another penalty is provided, for a violation of this article, the Board may impose:
(i) for the first offense:
1. a fine not exceeding $ 1,000;
2. suspension of the license; and
3. closure of the place of business not exceeding 15 days;
(ii) for the second offense:
1. a fine not exceeding $ 2,000;
2. suspension of the license; and
3. closure of the place of business not exceeding 30 days;
(iii) for a third or subsequent offense that is different from either of the two previous offenses:
1. a fine not exceeding $ 2,500;
2. suspension of the license; and
3. closure of the place of business not exceeding 90 days; and
(iv) for a third offense that is the same as either of the two previous offenses:
1. revocation of the license;
2. prohibition of licensure of the violator; and
3. prohibition of licensure of the premises for a period not exceeding 1 year after the revocation.
(2) The penalties provided in paragraph (1) of this subsection:
(i) do not limit, but are in addition to, other specific or general penalties for the same violation under this article; and
(ii) are independent of any related court action based on the same violation.
(c) Petition for judicial review. -- A petition seeking judicial review may not stay an order of the Board to suspend a license or close a place of business.

History

An. Code 1957, art. 2B, § 16-507(p)(2)-(5); 2016, ch. 41, § 2.

Md. ALCOHOLIC BEVERAGES Code Ann. Section 4-603

Statutes current through legislation effective November 6, 2020

- MD - Annotated Code of Maryland
- ALCOHOLIC BEVERAGES
- DIVISION I. GENERAL PROVISIONS AFFECTING MULTIPLE JURISDICTIONS
- TITLE 4. LOCAL LICENSING
- SUBTITLE 6. REVOCATION AND SUSPENSION OF LOCAL LICENSES

Section 4-603. Revocation and suspension procedures

(a) By complaint or on board's initiative. -- Revocation or suspension procedures may be started:
(1) by a local licensing board, at the local licensing board's initiative;
(2) on the complaint of a peace officer;
(3) if the license holder is located in a municipality that is within a county, on the complaint of the mayor and council of the municipality; or
(4) on the written complaint of at least 10 residents, real estate owners, or voters of the precinct in which the licensed premises are located.
(b) Hearing. -- A license holder against whom proceedings under this section are brought shall:
(1) be entitled to a hearing on the charges in the complaint; and
(2) receive notice of the hearing at least 10 days before the hearing date.

History

An. Code 1957, art. 2B, § 10-403(a)(1); 2016, ch. 41, § 2.

Md. ALCOHOLIC BEVERAGES Code Ann. Section 24-2602

Statutes current through legislation effective November 6, 2020

- MD - Annotated Code of Maryland
- ALCOHOLIC BEVERAGES
- DIVISION II. PROVISIONS AFFECTING INDIVIDUAL JURISDICTIONS
- TITLE 24. KENT COUNTY
- SUBTITLE 26. ENFORCEMENT

Section 24-2602. Service of summons

In addition to the sheriff who may serve a summons under § 6-204 of this article, an inspector that the Board employs may serve a summons.

History

An. Code 1957, art. 2B, § 16-410(b)(2)(i)7; 2016, ch. 41, § 2.

J. Terry Ober, Inspector, Kent Alcohol and Tobacco Enforcement
4/20/2021
County Commissioners Meeting

Item Summary:
Presentation of Alcoholic Beverage License Renewal Applications

ATTACHMENTS:

Description

02.19.21 Letter to Licensees 2021 Renewal Application Modified Process in Response to COVID-19

04.20.21 KATE Recommendation Spring 2021 Renewals

2021 Alcoholic Beverage Renewal Applications Received

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

J. TERRY OBER, INSPECTOR
KENT ALCOHOL AND TOBACCO
ENFORCEMENT

February 19, 2021

Dear Licensee:

Re: 2021 Renewal Application, Modified Process in Response to COVID-19

The Board License Commissioners recognize that these are unprecedented times and the importance of flexibility. Temporary measures have been taken to reduce your administrative burden of the licensure process while you operate your business during a State of Emergency.

Enclosed is the Alcoholic Beverage License renewal application of which we have made modifications to simplify this year's renewal process. Please return your application and payment by April 1, 2021 in the return envelope provided. Payment options are available. Please contact this office if you have any questions or need to discuss a payment plan.

Sincerely,

J. Terry Ober, Inspector
Kent Alcohol and Tobacco Enforcement
tober@kentgov.org
443-282-5785

Sondra M. Blackiston
Clerk/KATE Manager
KATE@kentgov.org
410-810-2221

Enclosures

Due to COVID-19, during a routine inspection of your premises, the Inspector will examine the following documents: proof of good standing with State, evidence of worker's compensation, and sketch of the licensed premises. Any licensee being required to furnish fingerprints will be contacted by the Inspector for the completion procedure and location.

RENEWAL CHECKLIST

Select (check one) Individual, Partnership, Corporation, Limited Liability Corporation
Question 1 Circle Class of License and Check Type of License
Question 2 Answer Yes or No
Question 3 Answer Yes or No
Question 4 Verify information
Question 5 Answer Yes or No
Question 6 Check appropriate box
Question 7 Licensees must sign however **notary requirement has been waived.**
Complete Statement of Owner of Premises. Owner's signature must be witnessed.

The following documents are waived for 2021:
Sketch of the licensed premises
Class B establishments Statement of Purchases Food and Alcoholic Beverage Sales

Commissioners' Office

Memo

To: Commissioners Mason, Fithian, and Jacob

From: Sondra M. Blackiston, Clerk/KATE Manager
J. Terry Ober, Inspector, Kent Alcohol and Tobacco Enforcement

cc: Shelley L. Heller, County Administrator
Thomas N. Yeager, County Attorney

Date: April 20, 2021

Re: Request for approval to renew 2021 annual alcoholic beverage licenses

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Sixty-three (63) County-issued alcoholic beverage licenses expire the last day of April. By Order of the Governor an extension of certain licenses has been granted. Renewal applications must be approved by the Board of License Commissioners.

Fifty-nine (59) licensees have submitted renewal applications and met the basic requirements for their applications to be considered by the Board. Staff recommends the conditional renewal of all submitted renewal licenses, on a timeline defined in the Governor's Executive order and contingent upon good faith efforts to complete any required action or documentation after the Order is lifted.

Attached is a complete list of all renewal applications submitted. Statement of changes are as follows:

Grant (2) extensions for Certificates of Permission for Continuation of Business:
Bluebird, expired January 5, 2021
JJ's Deli and Liquor, expired March 19, 2021

Accept request to add or remove members/officers:
Chester River Yacht and Country Club, remove and add
Chestertown Lodge #2474 Elks, remove and add
Coleman's, add
Luisa's, add
Mainstay, remove and add
Rock Hall Yacht and Country Club, remove and add

Sassy River, remove
Sgt Preston Ashley, remove and add
Sunny's Mart, remove
Tale Gate Market, add
Washington College, add

Accept add/drop privilege:
Bay Wolf, drop caterer's privilege
LTO, add outdoor area

Accept address changes:
C. Henry Price II American Legion Post #246, member/owner address change
Coleman's (Maggie's) member home address
Molly's Mart, member home address
Super Soda, property owner address

We expect renewals from Kent Memorial Post #246 (Millington) - Class C, Beer, Wine, and Liquor and Procolino's Pizza - Class B, Beer and Wine

For your information. Two establishments have not submitted a 2020 or 2021 renewal application: O'Connor's Pub and Restaurant - Class B, Beer, Wine, and Liquor and Wheelhouse Restaurant - Class B, Beer, Wine, and Liquor.

2021 Alcoholic Beverage Renewal Applications Received

98 Cannon Riverfront Grille

B, BWL, CP $2100

Catherine Perry-Strong, Member

Joseph B. Elliott, Member

Reportable Changes:

Anchor & Plow Restaurant & Carryout, The

B, BW $2000 License Surrendered

George R. Parsons, Jr., Member

Steven T. Parsons, Member

Reportable Changes:

Bad Alfred's

B, BWL $2000

Alfred F. Cassinelli, II, President

Jennifer L. Cassinelli, Vice-President

Reportable Changes:

Barbara's On the Bay

B, BWL $2000

Barbara L. Esmonde, Owner

Reportable Changes:

Alcoholic Beverage Renewal Applications Received

Bay Wolf Restaurant

B, BWL, CP $2100

Larry Vincent Sunkler, President

Hildegard Erna Sunkler, Secretary/Treasurer

Reportable Changes: Dropped Caterer's Privilege

Bayside Foods

A, BW $350

Jeffrey L. Carroll, President

Debra A. Carroll, Vice-President

Reportable Changes:

Bluebird

B, BWL, CKP $2000

Dorothy Mench, Personal Representative

Reportable Changes: Extension required for Certificate of Permission

C. Henry Price II American Legion Post 246

C, BWL $500

Eric J. Broussard, Commander

William I. Blake, Sergeant In Arms

Reportable Changes: Address change for owner/applicant

Alcoholic Beverage Renewal Applications Received

Café Sado

B, BWL $2000

Chiu Hung Wong, President

Randall L. Cooper, Treasurer

Reportable Changes:

Chester River Wine and Cheese Co.

B, WSAL, CP $400

John L. Laucik, Member

Jennifer Baker, Member

Reportable Changes:

Chester River Yacht and Country Club

C, BWL $500

Joseph Baker, President

Tracye Landon, Secretary

Reportable Changes: Remove: Joseph Baker, James Harbeson Add: Mark Kamon, James Landskroener

Chestertown Lodge No. 2474, Benevolent & Protective Order of Elks of The United States of America, Inc.

C, BWL $500

Guy S. Schofield, Sr., Member

William T. Blackiston, III, Board Chairman

Reportable Changes: Remove: William Elburn (deceased)

Alcoholic Beverage Renewal Applications Received

Chestertown Natural Foods

A, BW, BWT $550

Henry G. Gruber, Member

Patricia L. Young-Gruber, Member

Reportable Changes:

Coleman's Tavern

D, BWL $1500

Carolyn M. Jones, President/Treasurer

Judy C. Dashiell, Vice-President/Secretary

Reportable Changes: Carolyn Jones-new address, Add: Brandee Vaughn

Country Liquor Store

A, BWL, BWLT $1950

Mina Jitendra Desai, President

Charles Wesley Clough, Sr., Vice President

Reportable Changes:

C-Town Liquors & Deli

A, BWL, BWLT $1950

Amar Kalidindi, Member

Sandra Dashiell Krastel, Member

Reportable Changes:

Alcoholic Beverage Renewal Applications Received

Double Tap Tavern

D, BWL $1500

James Miller, Member

Tracy Kirby, Member

Reportable Changes:

Figg's Ordinary

B, BW $1000

Ingrid Hansen, Owner

Reportable Changes:

Frank M. Jarman American Legion Post #36

C, BWL $500

Paul Showalter, Commander

Roy A. Mears, Member

Reportable Changes:

Galena Liquors

A, BWL $1750

Roopa Dusia, President

,

Reportable Changes:

Alcoholic Beverage Renewal Applications Received

Galena Mini Mart

A, BW $350

Rumit H. Dusia, President/Treasurer

Reportable Changes:

Garfield Center For The Arts At The Prince Theatre, The

Special Theatre, BWL $500

Mark Sullivan, President

Melvin Rapelyea, Vice President

Reportable Changes:

Great Oak Landing

B, BWL $2000

Jeffrey Kurtz Rose, President

John Maynard Swick,Vice President

Reportable Changes:

Great Oak Manor

B, BWL, Country Inn $550

Harry E. Reed, Member

Mike Kuhn, Member

Reportable Changes:

Alcoholic Beverage Renewal Applications Received

Harbor Shack Waterfront Bar & Grill

B, BWL $2000

James W. Johnson, President

Mark K. Gardner, Vice-President

Reportable Changes:

Haven Harbour Marina

B, BWL $2000

James E. Brawner, President

Dorothy Wetmore, CFO

Reportable Changes:

Haven Harbour South

B, BWL $2000

Elizabeth T. Brawner, Member

Mark S. Bryden, Member

Reportable Changes:

Haven Point Inn and Gallery

B, W, WSAL $300

Paul R. Miller, Member

Reportable Changes:

Alcoholic Beverage Renewal Applications Received

Inn at Osprey Point

B, BWL, CP $2100

J. Anthony Messina, President

John C. Thomas, Vice-President

Reportable Changes:

J. J.'s Deli & Liquor

A, BWL $1750

Penny Usilton, Estate Representative

Reportable Changes: Extension required for Certificate of Permission

Java Rock

B, BW, CP $1100

James Rich, Owner

Joanne Rich, Owner

Reportable Changes:

Jefas Mexican Grill, The

B, B $300

Michelle Holland, Member

Brenda Morales Marquez, Member

Reportable Changes:

Alcoholic Beverage Renewal Applications Received

K-B Market and Kitchen School

B, BW $1000

Kevin J. McKinney, President

Barbara H. Silcox, Vice-President

Reportable Changes:

Kent Memorial VFW Post #652 Renewal Application not yet received as of 4/19/21

C, BWL $500

Anthony F. Koch, Commander

Malcolm E. Faust, Vice Commander

Reportable Changes:

Kitchen at the Imperial, The

B, BWL, CP $2100

Steve Quigg, Member

Reportable Changes:

Kitty Knight

B, BWL, CP $2100

Sueann M. Hall, Member

Reportable Changes:

Alcoholic Beverage Renewal Applications Received

Lewes Dairy Market

A, BWL, BWLT $1950

Mahmood Baig Mirza, President

Hassan Mahmood, Secretary

Reportable Changes:

LTO

D, BWL $1500

Neyah White, Member

Brandywine White, Member

Reportable Changes: Add outdoor area

Luisa's Cucina Italiana

B, BWL, CP $2100

Vincenzo Assante DiCupillo, President

Domenico Mimmo Fevola, Secretary/Treasurer

Reportable Changes: Add: Kara Assante DiCupillo

Mainstay, The

Special Theatre, BWL $500

Beverly Durham, President

Susan M. Kenyon, Member

Reportable Changes: Remove: Susan Kenyon Add: Dave Robinson, VP

Alcoholic Beverage Renewal Applications Received

Marzella's By the Bay

B, BW, CKP $1000

Francis N. Marzella, Member

Maureen Marzella, Member

Reportable Changes:

Molly Mason's

B, BWL, CP $3150

Amanda Shajwani, Member

Reportable Changes:

Molly's Mart

A, BWL $1750

Lori M. Loller, Member

Nitin B. Shajwani, Member

Reportable Changes: New address for Prakash Shajwani

North Point Marina

A, BW $350

Thelma L. Campbell, Secretary/Treasurer

Reportable Changes:

Alcoholic Beverage Renewal Applications Received

O'Connors Pub & Restaurant Renewal Application not yet received as of 4/19/21

B, BWL $4000

Elizabeth C. Bonass, Member

Reportable Changes:

Pip's Discount Liquors

A, BWL, BWLT $1950

Fortunato P. Cristiano, President

Robert T. Connell, Jr., Vice-President

Reportable Changes:

Procolino's Pizza & Italian Family Restaurant Renewal Application not yet received as of 4/19/21

B, BW $1000

Vincenzo Scotto, President/Treasurer/Secretary

Edwin Kuechler, Vice-President

Reportable Changes:

Rock Hall Liquors

A, BWL, BWLT $1950

Edwin O. Pickering, President

Penny L. Pickering, Secretary/Treasurer

Reportable Changes:

Alcoholic Beverage Renewal Applications Received

Rock Hall Yacht Club

C, BWL $500

Beth Dunn, Commodore

Todd Steffes, Vice-Commodore

Reportable Changes: Remove: Todd Steffes Add: Anthony Wisnieski

Sassy River Market II

A, BWL $1750

Sushil Khanna, Member

Ankit Khanna, Member

Reportable Changes: Remove: Ankit Khanna

Sgt. Preston Ashley American Legion Post #228

C, BWL $500

Walter V. Rodney, Commander

Larry Crouch, Vice Commander

Reportable Changes: Remove: Larry Crouch Add: David Reihl

Shore Stop of Rock Hall #221

A, BW $350

Elizabeth Bages, President

Barbara Bass, Secretary

Reportable Changes:

Alcoholic Beverage Renewal Applications Received

Suds-N-Soda

A, BWL $1750

Alpaben R. Patel, President

Reportable Changes:

Sunny's Mart

A, BWL $1750

Elmer James Huber, Jr., Member

Ritu Sharma, Member

Reportable Changes: Remove: Elmer Huber

Super Soda

A, BWL $1750

Sunil K. Datta, Member

Patsy Joan Whiteley, Secretary

Reportable Changes: Property owner change of address

Tale Gate Market

A, BWL, BWLT $1950

Bala Dutta, Member

Reportable Changes: Add: Rahul Dutta

Alcoholic Beverage Renewal Applications Received

Tolchester Marina

B, BWL $1000

Cathleen C. Bramble, President

Alan S. Bramble, Treasurer

Reportable Changes:

Two Tree Restaurant

B, BW $1000

Robert Dennis Hager, President

Reportable Changes:

Uncle Charlie's Bistro

B, BWL $2000

Charles Ministero, Member

Reportable Changes:

Washington College

B, BWL, CP $2100

Laura M. Johnson, Member

Reportable Changes: Add: Latoya Felton

Alcoholic Beverage Renewal Applications Received

Waterman's Crab House

B, BWL $2000

William J. Weldon, President

Debra J. Weldon, Member

Reportable Changes:

Wheelhouse Restaurant Renewal Application not yet received as of 4/19/21

B, BWL, CP $4200

Bryn Ponti, President

Scott Ponti, Member

Reportable Changes:

Worton Creek Marina

A, BW $350

John R. Patnovic, Member

Elizabeth H. Patnovic, Member

Reportable Changes:

Zelda Speakeasy

B, BWL $2000

Jeffrey P. Maguire, Member

Reportable Changes:

Turners Creek Bulkhead
4/20/2021
County Commissioners Meeting

Item Summary:
Engineering Services Change Order

Scott Kessel, Acting State Director, Delaware-Maryland, United States Department of Agriculture
4/20/2021
County Commissioners Meeting

Item Summary:
Notice of Obligation

ATTACHMENTS:

Description

04.06.21 Scott Kessel, Acting State Director, Delaware-Maryland, Notice of Obligation The County Commissioners of Kent County Nicholson Landfill Remediation, United States Department of Agriculture

USDA

United States Department of Agriculture

April 6, 2021

Mr. P. Thomas Mason, President
The County Commissioners of Kent County
400 High Street
Chestertown, MD 21620

RE: Notice of Obligation
The County Commissioners of Kent County
Nicholson Landfill Remediation

Dear Mr. Mason:

I am pleased to notify you that your application to Rural Development for the above-named project has been approved and financial assistance in the amount of a $2,724,000.00 loan has been obligated as of March 26, 2021.

Enclosed for your records is a copy of the completed USDA Form RD 1940-1, "Request for Obligation of Funds." This approval and funding will provide you with the assistance needed for the 2021 Water System Improvements Project.

Helping rural America develop sustainable communities and improve the quality of life is the goal of USDA Rural Development. We are pleased to be able to participate with you on this project to improve your local community.

A Community Program Specialist will be contacting you in the near future to further process your financial assistance. If you have questions, please contact Terry A. Fearins, Community Programs Director at 302-857-3625 or at terry.fearins@usda.gov.

Sincerely,

Scott Kessel
Acting State Director
Delaware/Maryland

Enclosure

cc: Terry Fearins, Community Program Director

TSF/mgm

Rural Development • Delaware Maryland State Office
1221 College Park Drive • Dover, Delaware 19904
Voice (302)857-3625 • Fax (855)389.2243
USDA is an equal opportunity provider, employer, and lender.

County Commissioners Office
Date 4-6-21 LJC

USDA
Form RD 1940-1
(Rev. 06-10)

REQUEST FOR OBLIGATION OF FUNDS

FORM APPROVED
OMB No. 0570-0062

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.

1. CASE NUMBER	LOAN NUMBER	FISCAL YEAR
ST CO BORROWER ID 24-015-*****0974		2021

2. BORROWER NAME	3. NUMBER NAME FIELDS
The County Commissioners of Kent County	(1, 2, or 3 from Item 2)
400 High Street	4. STATE NAME Maryland
Chestertown, MD 21620	5. COUNTY NAME Kent

GENERAL BORROWER/LOAN INFORMATION

6. RACE/ETHNIC CLASSIFICATION	7. TYPE OF APPLICANT	8. COLLATERAL CODE	9. EMPLOYEE RELATIONSHIP CODE
1 - WHITE 4 - HISPANIC 2 - BLACK 5 - A/PI 3 - AI/AN	1 - INDIVIDUAL 6 - ORG. OF FARMERS 2 - PARTNERSHIP 7 - NONPROFIT-SECULAR 3 - CORPORATION 8 - NONPROFIT-FAITH BASED 4 - PUBLIC BODY 9 - INDIAN TRIBE 4 - 5 - ASSOC. OF FARMERS 10-PUBLIC COLLEGE/UNIVERSITY 11-OTHER	1- REAL ESTATE SECURED 4 - MACHINERY ONLY 2-REAL ESTATE AND CHATTEL 5 - LIVESTOCK ONLY 3 - NOTE ONLY OR CHATTEL ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 7 - 8 - RLF ACCT	1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.

10. SEX CODE	11. MARITAL STATUS	12. VETERAN CODE	13. CREDIT REPORT
3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY 6 - 1 - MALE 2 - FEMALE	1 - MARRIED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED) 2 - SEPARATED	1 - YES 2 - NO	2 - 1 - YES 2 - NO

14. DIRECT PAYMENT	15. TYPE OF PAYMENT	16. FEE INSPECTION
3 (See FMI)	1 - MONTHLY 3 - SEMI-ANNUALLY 4 - 2 - ANNUALLY 4 - QUARTERLY	2 - 1 - YES 2 - NO

17. COMMUNITY SIZE	18. USE OF FUNDS CODE
1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000	(See FMI)

COMPLETE FOR OBLIGATION OF FUNDS

19. TYPE OF ASSISTANCE	20. PURPOSE CODE	21. SOURCE OF FUNDS	22. TYPE OF ACTION
062 (See FMI)	1		1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION

23. TYPE OF SUBMISSION	24. AMOUNT OF LOAN	25. AMOUNT OF GRANT
1 - INITIAL 2 - 2 - SUBSEQUENT	$2,724,000.00	

26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL	28. INTEREST RATE	29. REPAYMENT TERMS
	MO DAY YR	1.2500 %	40

COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS

30. PROFIT TYPE	
2 - LIMITED PROFIT 1 - FULL PROFIT 3 - NONPROFIT	

COMPLETE FOR EM LOANS ONLY

31. DISASTER DESIGNATION NUMBER	32. TYPE OF SALE
(See FMI)	2 - ASSUMPTION ONLY 4 - ASSUMPTION WITH SUBSEQUENT LOAN 1 - CREDIT SALE ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN

COMPLETE FOR CREDIT SALE-ASSUMPTION

FINANCE OFFICE USE ONLY

33. OBLIGATION DATE	34. BEGINNING FARMER/RANCHER
MO DA YR	(See FMI)

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder **COPY 1 - Finance Office** **COPY 2 - Applicant/Lender** **COPY 3 - State Office**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. X YES _____ NO

WARNING: **Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."**

Date March 23, 20 21

P. Thomas Mason

P. Thomas Mason, President

(Signature of Applicant)

Date _____, 20 ____

_____

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

Scott Kessel

(Signature of Approving Official)

Typed or Printed Name: Scott Kessel

Date Approved: 3.25.21

Title: Acting State Director, DE MD

38. TO THE APPLICANT: As of this date 3-26-2021, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

Kent Family Center
4/20/2021
County Commissioners Meeting

Item Summary:
Service Coordinator Vacancy

ATTACHMENTS:
Description

Parks and Recreation
4/20/2021
County Commissioners Meeting

Item Summary:
Summer Applicants

ATTACHMENTS:
Description

Public Works - Grounds Maintenance
4/20/2021
County Commissioners Meeting

Item Summary:
Worker Vacancy

ATTACHMENTS:
Description

Public Works - Environmental Operations Division
4/20/2021
County Commissioners Meeting

Item Summary:
Crew Leader Vacancy

ATTACHMENTS:
Description

Public Works - Environmental Operations Division
4/20/2021
County Commissioners Meeting

Item Summary:
Position Reclassification

ATTACHMENTS:

Description

Job Specifications

KENT COUNTY GOVERNMENT
Job Description

Job Title: Mechanical Technician	**Grade: 5**
Department: Public Works - Environmental Operations Division	**FLSA Status: Non-Exempt**
Revised Date:	**Approved Date:** 12/13/2016

Job Summary: The primary duty of the Mechanical Technician is to perform preventative maintenance and repairs on all machinery and equipment and to repair and troubleshoot all levels of electrical work. Position also performs a wide range of heavy equipment operational tasks such as moving and hauling recyclables and household trash.

Essential Functions

Functions listed are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- Performs diagnostic test, preventative maintenance and repairs on all machinery and equipment and electrical work for the Environmental Operations Division (EOD).
- Inspection of all equipment for safety and make repairs if needed.
- Keep detailed logs of maintenance/repairs and maintain sufficient inventory of replacement parts for repairs.
- Operates the Nicholson Landfill pump & treat water plant, removes and reinstalls groundwater recovery pumps, (disassembles, cleans and repairs if needed) performs routine backwashing of the carbon cylinders, maintains all records pertaining to water flow and methane gas blower operations.
- Operates heavy equipment including heavy loader, load-all boom loader, mower tractor, roll-off truck, vacuum truck, heavy forklift truck, and compactors to perform duties.
- Position is assigned as essential personnel and works in all weather conditions.
- Performs landscaping duties such as cutting grass, weed control, tree trimming.
- Performs snow plowing duties as assigned.
- Responsible for the collection of recyclables as required.
- Hauls materials to landfill and recycling facilities.
- Uses truck scales to weigh inbound and outbound loads.
- Performs other duties as required.

1.

Supervision: The position reports to the Crew Leader. The position does not supervise staff.

1.

Required Knowledge, Skills, and Abilities

The employee is expected to perform or possess the following:

- Problem Solving: Anticipates problems; sees how a problem and its solution will affect other areas; gathers information before making decisions; weighs alternatives against objectives and arrives at reasonable decisions.
- Attention to Detail: Is alert in a high-risk environment; follows detailed procedures and ensures accuracy; carefully monitors gauges, instruments or processes; concentrates on routine work details. Recognizes and accurately evaluates the signs of a problem; analyzes current procedures for possible improvements; notifies supervisor of problems in a timely manner.
- Flexibility: Adapts well to changing priorities, deadlines and directions; works to eliminate all processes which do not add value; is willing to take action, even under pressure, criticism or tight deadlines; takes informed risks.
- Organization: Able to manage multiple projects; able to determine project urgency in a practical way.

- Communication: Ability to communicate with people in a calm and clear manner.
- Mechanical Skill: Ability to work with a variety of mechanical issues and operate equipment safely. Must have mechanical aptitude and knowledge of the functions of pumps, compactor motors, variable speed inverters and related equipment. Must have good knowledge of electrical equipment, electrical concepts and electronics. Must be able to read and interpret electrical blueprints, wiring diagrams and electrical schematics. Have basic knowledge of program logic controls, uninterrupted power supply systems, twelve to two hundred forty and three phase volt systems.

Education and Experience:

- High School Diploma or GED and electrical, plumbing course work.
- Four years electrical experience, two preferably under a licensed Master electrician and in an industrial environment.
- Six months to one year experience in recycling and waste management, construction, landscaping or related field preferred.
- Six months to one year experience operating heavy machinery.
- Or equivalent technical training, education or experience.
- Working knowledge of electrical and mechanical plant components and their repair is preferred.
- Valid Maryland Commercial Driver's License (CDL) and an acceptable motor vehicle record.
- Experience replacing fuses, motor starters and working with motor control centers.
- Carpentry skills required.
- MD Temporary Water Treatment certification required.
- Forklift certification preferred.
- Certification in flagging preferred.
- Experience operating a snow plow and other heavy construction related equipment required.
- Microsoft Word and Excel skills preferred for light clerical duties.
- Truck scale program experience preferred.

Physical and Environmental Conditions:

Work is conducted in a variety of outdoor settings that can expose the employee to occasional discomforts from exposure to less than optimal temperature and air conditions. The position routinely requires lifting of heavy items, such as equipment, boxes (up to 80 pounds) and/or very long periods of walking on a routine basis, and/or standing for long periods of time and/or frequently requires stooping and bending.

There are routine discomforts from exposure to moderate heat, cold, moisture/wetness and unpleasant air conditions. Work requires special safety precautions, e.g. working around moving parts, carts, or machines; working with irritant chemicals, etc. The position may involve exposure to soiled materials and light chemical substances such as cleaning solutions; work may require employees to use protective clothing or gear such as masks, gowns, coats, boots, goggles, gloves, or shields; may require working in adverse weather conditions.

Work environment involves everyday risks or discomforts which require normal safety precautions typical of outdoor work.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

KENT COUNTY GOVERNMENT
Job Description

Job Title: Motor Equipment Operator II	**Grade: 3**
Department: Public Works Dept / Environmental Operations Div	**FLSA Status: Non-Exempt**
Revised Date: 09/18/15	**Approved Date:**

Job Summary: The primary duty of the MEO II is to perform work for three different areas (Recycling, Solid Waste, and Public Landings). Position is responsible for a wide ranges of heavy equipment operational tasks from moving and hauling recyclables and household trash to repairing piers and bulkheads, cutting grass, and general maintenance at the public landings.

Essential Functions

Functions listed are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- Operates heavy equipment including heavy loader, load-all boom loader, mower tractor, roll-off truck, heavy forklift truck, and compactors to perform duties.
- Position is assigned as essential personnel and works in all weather conditions.
- Performs landscaping duties such as cutting grass, weed control, tree trimming.
- Performs snow plowing duties as assigned.
- Responsible for the collection of recyclables as required.
- Performs maintenance duties for trucks, equipment, mowers, chainsaws, and weed trimmers.
- Hauls materials to landfill and recycling facilities.
- Uses truck scales to weigh inbound and outbound loads.
- Inspects and repairs piers, bulkheads and facilities at Public Landings.
- Performs other duties as required.

Supervision: The position reports to the Crew Leader. The position does not supervise department staff.

Required Knowledge, Skills, and Abilities

The employee is expected to perform or possess the following:

- Problem Solving: Anticipates problems; sees how a problem and its solution will affect other areas; gathers information before making decisions; weighs alternatives against objectives and arrives at reasonable decisions.
- Attention to Detail: Is alert in a high-risk environment; follows detailed procedures and ensures accuracy; carefully monitors gauges, instruments or processes; concentrates on routine work details. Recognizes and accurately evaluates the signs of a problem; analyzes current procedures for possible improvements; notifies supervisor of problems in a timely manner.
- Flexibility: Adapts well to changing priorities, deadlines and directions; works to eliminate all processes which do not add value; is willing to take action, even under pressure, criticism or tight deadlines; takes informed risks.
- Organization: Able to manage multiple projects; able to determine project urgency in a practical way.
- Responsiveness: Responds to requests for service in a timely and thorough manner; does what is necessary to ensure customer satisfaction; prioritizes customer needs.
- Communication: Ability to communicate with people in a calm and clear manner.
- Mechanical Skill: Ability to work with a variety of mechanical issues and operate equipment safely.

Education and Experience:

- High School GED required, and six months to one year experience in similar field required.
- Six months to one year experience in recycling and waste management, construction, landscaping or related field preferred.
- Six months to one year experience operating heavy machinery.
- Or equivalent technical training, education or experience.
- Mechanical and vehicle maintenance skills required.
- Valid Maryland CDL License and an acceptable motor vehicle record.
- Forklift certification preferred.
- Certification in flagging preferred.
- Experience operating a snow plow and other heavy construction related equipment required.
- Microsoft Word and Excel skills preferred for light clerical duties.
- Truck scale program experience preferred.

Physical and Environmental Conditions:

Work is conducted in a variety of outdoor settings that can expose the employee to occasional discomforts from exposure to less than optimal temperature and air conditions. The position routinely requires lifting of heavy items, such as equipment, boxes (up to 80 pounds) and/or very long periods of walking on a routine basis, and/or standing for long periods of time and/or frequently requires stooping and bending.

There are routine discomforts from exposure to moderate heat, cold, moisture/wetness and unpleasant air conditions. Work requires special safety precautions, e.g. working around moving parts, carts, or machines; working with irritant chemicals, etc. The position may involve exposure to soiled materials and light chemical substances such as cleaning solutions; work may require employees to use protective clothing or gear such as masks, gowns, coats, boots, goggles, gloves, or shields; may require working in adverse weather conditions.

Work environment involves everyday risks or discomforts which require normal safety precautions typical of outdoor work.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

This and all County positions are subject to transfer, based on need.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

I have read and understand this job description.

Employee Signature _____ Date _____

Public Works - Environmental Operations Division
4/20/2021
County Commissioners Meeting

Item Summary:
MEO II Vacancy

ATTACHMENTS:

Description

Job Specification

KENT COUNTY GOVERNMENT
Job Description

Job Title: Motor Equipment Operator II	**Grade: 3**
Department: Public Works Dept / Environmental Operations Div	**FLSA Status: Non-Exempt**
Revised Date: 09/18/15	**Approved Date:**

Job Summary: The primary duty of the MEO II is to perform work for three different areas (Recycling, Solid Waste, and Public Landings). Position is responsible for a wide ranges of heavy equipment operational tasks from moving and hauling recyclables and household trash to repairing piers and bulkheads, cutting grass, and general maintenance at the public landings.

Essential Functions

Functions listed are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- Operates heavy equipment including heavy loader, load-all boom loader, mower tractor, roll-off truck, heavy forklift truck, and compactors to perform duties.
- Position is assigned as essential personnel and works in all weather conditions.
- Performs landscaping duties such as cutting grass, weed control, tree trimming.
- Performs snow plowing duties as assigned.
- Responsible for the collection of recyclables as required.
- Performs maintenance duties for trucks, equipment, mowers, chainsaws, and weed trimmers.
- Hauls materials to landfill and recycling facilities.
- Uses truck scales to weigh inbound and outbound loads.
- Inspects and repairs piers, bulkheads and facilities at Public Landings.
- Performs other duties as required.

Supervision: The position reports to the Crew Leader. The position does not supervise department staff.

1.

Required Knowledge, Skills, and Abilities

The employee is expected to perform or possess the following:

- Problem Solving: Anticipates problems; sees how a problem and its solution will affect other areas; gathers information before making decisions; weighs alternatives against objectives and arrives at reasonable decisions.
- Attention to Detail: Is alert in a high-risk environment; follows detailed procedures and ensures accuracy; carefully monitors gauges, instruments or processes; concentrates on routine work details. Recognizes and accurately evaluates the signs of a problem; analyzes current procedures for possible improvements; notifies supervisor of problems in a timely manner.
- Flexibility: Adapts well to changing priorities, deadlines and directions; works to eliminate all processes which do not add value; is willing to take action, even under pressure, criticism or tight deadlines; takes informed risks.
- Organization: Able to manage multiple projects; able to determine project urgency in a practical way.
- Responsiveness: Responds to requests for service in a timely and thorough manner; does what is necessary to ensure customer satisfaction; prioritizes customer needs.
- Communication: Ability to communicate with people in a calm and clear manner.
- Mechanical Skill: Ability to work with a variety of mechanical issues and operate equipment safely.

Education and Experience:

- High School GED required, and six months to one year experience in similar field required.
- Six months to one year experience in recycling and waste management, construction, landscaping or related field preferred.
- Six months to one year experience operating heavy machinery.
- Or equivalent technical training, education or experience.
- Mechanical and vehicle maintenance skills required.
- Valid Maryland CDL License and an acceptable motor vehicle record.
- Forklift certification preferred.
- Certification in flagging preferred.
- Experience operating a snow plow and other heavy construction related equipment required.
- Microsoft Word and Excel skills preferred for light clerical duties.
- Truck scale program experience preferred.

Physical and Environmental Conditions:

Work is conducted in a variety of outdoor settings that can expose the employee to occasional discomforts from exposure to less than optimal temperature and air conditions. The position routinely requires lifting of heavy items, such as equipment, boxes (up to 80 pounds) and/or very long periods of walking on a routine basis, and/or standing for long periods of time and/or frequently requires stooping and bending.

There are routine discomforts from exposure to moderate heat, cold, moisture/wetness and unpleasant air conditions. Work requires special safety precautions, e.g. working around moving parts, carts, or machines; working with irritant chemicals, etc. The position may involve exposure to soiled materials and light chemical substances such as cleaning solutions; work may require employees to use protective clothing or gear such as masks, gowns, coats, boots, goggles, gloves, or shields; may require working in adverse weather conditions.

Work environment involves everyday risks or discomforts which require normal safety precautions typical of outdoor work.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

This and all County positions are subject to transfer, based on need.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

I have read and understand this job description.

_____ _____

Employee Signature Date

Public Works - Environmental Operations Division
4/20/2021
County Commissioners Meeting

Item Summary:
Part Time Recycling Attendant Vacancy

ATTACHMENTS:

Description

Job Specification

KENT COUNTY GOVERNMENT
Job Description

Job Title: Recycling Attendant	**Grade: 1**
Department: Public Works Dept / Environmental Operations Div	**FLSA Status: Non-Exempt**
Revised Date: 08/25/2015	**Approved Date:**

Job Summary: The primary duty of the Recycling Attendant is to provide customer service and control the public use of the County's pick-up centers.

Essential Functions

Functions listed are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- Ascertains that recyclable items are legal to be dumped at the site. ; places items in appropriate bins.
- Ensures materials are put in the correct bins.
- Operates a trash compactor.
- Responsible for taking and recording tickets from the public.
- Address any minor problems that occur with material disposal.
- Operates dump trucks and provides appropriate assistance where needed.
- Monitors all bins assigned.
- Maintains the cleanliness and safety of the work area.
- Handles opening and closing facility duties.
- Performs other duties as required.

Supervision: The position reports to the Crew Leader. The position does not supervise staff.

Required Knowledge, Skills, and Abilities

The employee is expected to perform or possess the following:

- Attention to Detail: Is alert in a high-risk environment; follows detailed procedures and ensures accuracy; carefully monitors gauges, instruments or processes; concentrates on routine work details. Recognizes and accurately evaluates the signs of a problem; analyzes current procedures for possible improvements; notifies supervisor of problems in a timely manner.
- Flexibility: Adapts well to changing priorities, deadlines and directions; works to eliminate all processes which do not add value; is willing to take action, even under pressure, criticism or tight deadlines; takes informed risks.
- Organization: Able to manage multiple functions; able to determine urgency in a practical way.
- Customer Service: Ability to assist and support customers in a timely and pleasing manner.
- Responsiveness: Responds to requests for service in a timely and thorough manner; does what is necessary to ensure duties are completed.
- Communication**:** Ability to communicate with people in a calm and clear manner.

Education and Experience:

- Requires a High School Diploma or G.E.D.
- Six months previous experience preferred.

- Or equivalent technical training, education or experience.
- Experience using hand tools such as: rake, shovel and broom.
- Experience using a trash compactor preferred.
- Valid Maryland Driver's License and an acceptable motor vehicle record preferred.

Physical and Environmental Conditions:

Work is conducted in a variety of settings some which provide comfortable lighting, temperature and air conditions, however some areas will expose the employee to occasional minor discomforts from exposure to less than optimal temperature and air conditions. The position routinely requires lifting of moderately heavy items, such as equipment, boxes (up to 40 pounds) and/or very long periods of walking on a routine basis, and/or standing for long periods of time and/or frequently requires stooping and bending.

There are routine discomforts from exposure to moderate heat, cold, moisture/wetness and unpleasant air conditions. Work requires special safety precautions, e.g. working around moving parts, carts, or machines; working with irritant chemicals, etc. The position may involve exposure to soiled materials and light chemical substances such as cleaning solutions; work may require employees to use protective clothing or gear such as masks, gowns, coats, boots, goggles, gloves, or shields; may require working in adverse weather conditions.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

This and all County positions are subject to transfer, based on need.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

I have read and understand this job description.

_____ _____

Employee Signature Date

Public Works - Water and Wastewater Division
4/20/2021
County Commissioners Meeting

Item Summary:
Superintendent Vacancy - POSTPONED

ATTACHMENTS:

Description

Job Specification

KENT COUNTY GOVERNMENT
Job Description

Job Title: Superintendent	**Grade: 7**
Department: Public Works Dept / Water and Wastewater Division	**FLSA Status: Exempt**
Revised Date: 09/17/2015	**Approved Date:**

Job Summary: The primary duty of the Superintendent is to supervise and oversee all aspects of managing the operations and maintenance of three water and four wastewater treatment facilities, 24 pump stations and grinder pump stations throughout Kent County.

Essential Functions

Functions listed are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- Directs, assigns, and reviews daily work of department employees.
- Manages and participates in the interview process, makes recommendations for new hires, makes recommendations for disciplinary action, completes performance reviews and approves time sheets and leave requests.
- Plans for, supervises and coordinates the work of department staff.
- Ensures compliance with permits and regulations under the Safe Drinking Water Act and Clean Water Act.
- Coordinates department safety and water/wastewater training programs.
- Participates in annual operating and capital budget preparation; recommends and authorizes the purchase of supplies and materials.
- Interacts with State of Maryland regulators, prepares and signs state required monthly operating reports, discharge monitoring reports, overflow reports, permit renewal applications and inspections response reports.
- Maintains water/wastewater operator and superintendent licenses which enables Kent County and two local towns to legally operate their water and wastewater facilities.
- Responds to emergencies around the clock.
- Stands in as acting Deputy Director in the Deputy's absence.
- Prepares monthly operating reports.
- Purchases all supplies and materials; interacts with suppliers and contractors.
- Handles emergency on call duty every third week on a rotating basis.
- Performs other duties as required.

Supervision: The position reports to the Deputy Director. Position supervises department staff.

Required Knowledge, Skills, and Abilities

The employee is expected to perform or possess the following:

- Communication and Persuasion: Ability to communicate with end users, to gain cooperation and understanding of programs and processes.
- Customer Service: Ability to assist and support constituents in a timely and pleasing manner.
- Analytical Thinking: Ability to think things through from an analytical perspective and understand the cause and effect of data and information shared and designed.

- Operational Skills: Ability to handle a variety of facility operational duties as they relate to infrastructure and equipment.
- Detail Orientation: Ability to update information for users as it relates to instructions and directions, which are clear and concise and easy to understand.
- Flexibility: Ability to deal with complex and varied work, requiring a complete knowledge of a wide variety of operations and practices consistently using independent judgment.
- Financial Acumen: Must possess the knowledge to maintain and support various budgeting needs.
- Decision Making: Ability to exercise strong decision-making and good judgement as decisions made impact the department and the County.
- Computer Related Skills: Ability to work with MS Office and other software packages, including basic internet use.
- Managerial Skills: Ability to supervise multiple people with differing personalities and styles.
- Responsiveness: Responds to requests for service in a timely and thorough manner; does what is necessary to ensure customer satisfaction; prioritizes customer needs.
- Technical Skills: Thorough knowledge of the principles and practices of wastewater treatment. Working knowledge of safety measures, accident prevention and first aid; of appropriate sampling techniques and required laboratory analysis as outlined in the latest edition of "Standard Methods for the Examination of Water and Wastewater" of Water and Wastewater treatment plant operations and equipment used in the treatment processes.
- Additional Requirements: Must be able to pass a urinalysis test prior to employment.

Education and Experience:

- Associate's Degree required.
- Five years related experience.
- Or equivalent technical training, education or experience.
- Certification as a Class 5 Wastewater Treatment Operator required.
- Certification as a Class 4 Water Treatment Operator required.
- Superintendents and Operators License required.
- Flagger Certification required.
- CPR and First Aid Certification required.
- Valid Maryland Driver's License and an acceptable motor vehicle record.
- Valid Maryland Commercial Driver's License (Class B)

Physical and Environmental Conditions:

Work is conducted in a variety of settings some which provide comfortable lighting, temperature and air conditions, however some areas will expose the employee to occasional minor discomforts from exposure to less than optimal temperature and air conditions. The position routinely requires lifting of moderately heavy items, such as equipment, boxes (up to 20 pounds) and/or very long periods of walking on a routine basis, and/or standing for long periods of time and/or frequently requires stooping and bending.

Work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices or meeting rooms, e.g. use of safe work place practices with office equipment, and/or avoidance of trips and falls and observance of fire regulations.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

This and all County positions are subject to transfer, based on need.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

I have read and understand this job description.

_____ _____

Employee Signature Date

Public Works - Water and Wastewater Division
4/20/2021
County Commissioners Meeting

Item Summary:
Division Chief Vacancy

ATTACHMENTS:

Description

Job Specification

KENT COUNTY GOVERNMENT
Job Description

Job Title: Division Chief, Water & Wastewater	**Grade: 10**
Department: Public Works Dept / Water & Wastewater Division	**FLSA Status: Exempt**
Revised Date: 07/01/2018	**Approved Date:**

Job Summary: Administers all County water and wastewater systems. The position is responsible for all divisional functions, with the primary focus of ensuring safe access to public water supplies and the secure and efficient management of wastewater disposal.

Essential Functions

Functions listed are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- Directs all daily activities, including treatment plants and pump stations, and tracks operational trends.
- Develops Requests for Proposals for department vendors, selects successful bidders and obtains Commission approval for all selections.
- Maintains effective and collaborative relationships with County Commissioners, County Administrator, all departments within County government and with selected vendors.
- Prepares annual budgets and approves procurements.
- Provides effective direction to assigned staff including monitoring and evaluating job performance, hiring, training, coaching and modeling expected behaviors.
- Maintains extensive correspondence in response to customer questions or complaints and explains applicable portions of County Code and allocations.
- Responds to questions or information requests from County Commissioners and keeps County Administrator aware of any difficulties with facility operations.
- Provides onsite management at any hour in response to severe weather events; directs department responses when other County offices are closed due to severe weather.
- Writes and reviews reports, engineering documents and plans.
- Performs other duties as required.

Supervision: The position reports to the Public Works Director. The position directly or indirectly supervises division staff.

Required Knowledge, Skills, and Abilities

The employee is expected to perform or possess the following:

- Communications Skills: Ability to build and maintain effective relationships with public officials, customers, staff and vendors. Ability to write clearly and informatively; ability to effectively present information and respond to questions from staff, supervisors and stakeholders.
- Customer Service: Represents the department professionally and effectively in both internal and external interactions. Manages difficult or challenging situations successfully. Treats others with respect and consideration regardless of cultural background, status, or position. Exhibits objectivity and openness to others' views.
- Leadership and Management Skills: Creates and communicates the department's vision. Builds commitment and supports employee growth and success. Sets expectations and monitors activities. Recognizes the accomplishments of others; demonstrates ability to create and lead in a team-

oriented environment. Builds morale and group commitment to goals and objectives. Inspires and motivates others to perform well. Demonstrates effective problem-solving and decision-making abilities.

- Innovation and Change Management Skills: Displays original thinking and creativity. Develops innovative approaches and ideas. Presents ideas and information in a manner that is easily understood. Understands and contributes to evolving processes in response to changing communities and advances in technology.
- Technical Skills: Uses e-mail to connect and communicate with staff and stakeholders. Effectively uses the Internet to access local, state and federal data and information.

Education and Experience:

1. Bachelor's degree in civil engineering, sanitary, or environmental engineering or related field and seven to ten years experience.
2. Two years experience managing a public water and wastewater facility, construction project management, and contract administration.
3. Or equivalent technical training, education or experience.
4. Licensed as a professional engineer in Maryland or ability to obtain within 2 years after hire.
5. Valid Maryland Class C Driver's License or equivalent and an acceptable motor vehicle record.
6. Knowledge of standard office software.

Physical and Environmental Conditions:

Work is typically conducted in a normal office setting which provides comfortable lighting, temperature and air conditions. Occasional light lifting, such as three to four reams of paper, four or five books, or other materials (up to 50 pounds) may be required.

Work may require exposure to extreme weather conditions or exposure to hazardous chemicals at treatment facilities.

Work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices or meeting rooms, e.g. use of safe work place practices with office equipment, and/or avoidance of trips and falls and observance of fire regulations.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

This and all County positions are subject to transfer, based on need.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

I have read and understand this job description.

_____ _____

Employee Signature Date

Public Works - Water and Wastewater Division
4/20/2021
County Commissioners Meeting

Item Summary:
Plant Operator Vacancy - POSTPONED

ATTACHMENTS:

Description

Plant Operator III Job Specifications

Plant Operator II Job Specifications

Plant Operator I Job Specifications

KENT COUNTY GOVERNMENT
Job Description

Job Title: Plant Operator III	**Grade: 7**
Department: Public Works Dept / Water and Wastewater Division	**FLSA Status: Non-Exempt**
Revised Date: 09/16/2015	**Approved Date:**

Job Summary: The primary duty of the Plant Operator III is to operate water purifications plants, pumping stations, wastewater collection and treatment sites in accordance with pertinent regulations and under general supervision but at the full performance level.

Essential Functions

Functions listed are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- Handles the maintenance of plants and facilities assigned.
- Instructs plant operators through plant process adjustments and daily operation of water and wastewater treatment plants to ensure the compliance of state and federal regulations.
- Conducts pre-construction site visits to outline the connection to public water and sewer managed by the department with property owners and or private contractors.
- Oversees the installation and connections to the department's public water and sewers systems done by private contractors.
- Organizes the repair efforts of infrastructure either in-house or by private contractors.
- Organizes repair efforts to utilize private contractors and County resources.
- Manages major weather events utilizing County resources and private contractors to prevent sanitary sewer overflows, plant bypasses; and also maintaining compliance with the national pollutant discharge elimination system permits.
- Performs process changes, changes operation set points and monitors operation of 11 sewage pumping stations, three water treatment plants and three waste water treatment plants.
- Handles a variety of clerical duties assigned.
- Conduct research and reporting to management as assigned.
- Responsible for supervision, management and training of staff.
- Position is scheduled for on call work as needed.
- Acts as essential personnel in weather related emergencies.
- Performs other duties as required.

Supervision: The position reports to the Superintendent. Position serves as lead worker to other Plant Operator staff.

Required Knowledge, Skills, and Abilities

The employee is expected to perform or possess the following:

- Problem Solving: Anticipates problems; sees how a problem and its solution will affect other areas; gathers information before making decisions; weighs alternatives against objectives and arrives at reasonable decisions.

- Attention to Detail: Is alert in a high-risk environment; follows detailed procedures and ensures accuracy; carefully monitors gauges, instruments or processes; concentrates on routine work details. Recognizes and accurately evaluates the signs of a problem; analyzes current procedures for possible improvements; notifies supervisor of problems in a timely manner.
- Flexibility: Adapts well to changing priorities, deadlines and directions; works to eliminate all processes which do not add value; is willing to take action, even under pressure, criticism or tight deadlines; takes informed risks.
- Responsiveness: Responds to requests for service in a timely and thorough manner; does what is necessary to ensure customer satisfaction; prioritizes customer needs.
- Technical Skills: Working knowledge of water and wastewater treatment plant operations and machinery and of the treatment process; of safety, accident prevention and first-aid methods. Working knowledge of electrical and mechanical plant components and their repair is preferred. Introductory knowledge of chemistry and biology and proper sampling techniques and required laboratory Analysis as outlined in the latest edition of "Standard Methods for the Examination of Water and Wastewater" and regulations as established within the Safe Drinking Water Act and Clean Water Act.
- Project Management: Ability to handle a variety of projects with conflicting deadlines and needs.
- Computer Related Skills: Ability to work with MS Office and other software packages, including basic internet use.
- Additional Requirements: Must be able to pass a urinalysis test prior to employment.

Education and Experience:

- High School Diploma or GED required.
- Four years of training under supervision of a properly licensed superintendent.
- Certification as a Class 5 Wastewater Treatment Operator required.
- Certification as a Class 4 Water Treatment Operator required.
- Valid Maryland Driver's License and an acceptable motor vehicle record.
- Valid Maryland Commercial Driver's License.
- Flagger Certification required.
- CPR and First Aid Certification required.

Physical and Environmental Conditions:

Work is conducted in a variety of settings some which provide comfortable lighting, temperature and air conditions, however some areas will expose the employee to occasional minor discomforts from exposure to less than optimal temperature and air conditions. The position routinely requires lifting or moving of moderately heavy items, such as equipment, boxes (up to 80 pounds) and/or very long periods of walking on a routine basis, and/or standing for long periods of time and/or frequently requires stooping and bending.

Work requires special safety precautions, e.g., working around moving parts, carts or machines; working with irritant chemicals, etc. The position may involve routine exposure to soiled materials and light chemical substances such as cleaning solutions; work may require employees to use protective clothing

or gear such as masks, gowns, coats, boots, goggles, gloves, or shields; may require working in adverse weather conditions.

Work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices or meeting rooms, e.g. use of safe work place practices with office equipment, and/or avoidance of trips and falls and observance of fire regulations.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

This and all County positions are subject to transfer, based on need.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

I have read and understand this job description.

_____ _____

Employee Signature Date

KENT COUNTY GOVERNMENT
Job Description

Job Title: Plant Operator II	**Grade: 6**
Department: Public Works Dept / Water and Wastewater Division	**FLSA Status: Non-Exempt**
Revised Date: 09/15/2015	**Approved Date:**

Job Summary: The primary duty of the Plant Operator II is to operate water purifications plants, pumping stations, wastewater collection and treatment sites in accordance with pertinent regulations and under general supervision but at a more experienced level.

Essential Functions

Functions listed are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- Operates and repairs water purifications plant, pump stations, wastewater collection and treatment sites.
- Provides customer assistance while protecting the environment.
- Responsible for remote pump station checks and maintenance.
- Responsible for lab samples dissolved in Oxygen, Ph, NH3 and Cl2.
- Monitors plant flow along with operations and equipment.
- Conducts aeration tank testing; SPIN, temperature and micro.
- Responsible for solids handling, area-digester/dryer beds.
- Manages and conducts screens and filter cleaning, along with routine maintenance.
- Responsible for blowers which includes routine preventative maintenance.
- Sets up composite sampler for state lab test.
- Handles landscaping and outdoor maintenance duties such as: cutting grass, weed whacking, tree trimming and snow clearing.
- Performs routing administrative tasks including preparing monthly reports.
- Responsible for general housekeeping duties as assigned.
- Handles repairs and makes service calls.
- Position is scheduled for on call work as needed.
- Acts as essential personnel in weather related emergencies.
- Performs other duties as required.

Supervision: The position reports to the Superintendent. Position does not supervise staff.

Required Knowledge, Skills, and Abilities

The employee is expected to perform or possess the following:

- Problem Solving: Anticipates problems; sees how a problem and its solution will affect other areas; gathers information before making decisions; weighs alternatives against objectives and arrives at reasonable decisions.
- Attention to Detail: Is alert in a high-risk environment; follows detailed procedures and ensures accuracy; carefully monitors gauges, instruments or processes; concentrates on routine work details. Recognizes and accurately evaluates the signs of a problem; analyzes current procedures for possible improvements; notifies supervisor of problems in a timely manner.

- Flexibility: Adapts well to changing priorities, deadlines and directions; works to eliminate all processes which do not add value; is willing to take action, even under pressure, criticism or tight deadlines; takes informed risks.
- Responsiveness: Responds to requests for service in a timely and thorough manner; does what is necessary to ensure customer satisfaction; prioritizes customer needs.
- Technical Skills: Working knowledge of water and wastewater treatment plant operations and machinery and of the treatment process; of safety, accident prevention and first-aid methods. Working knowledge of electrical and mechanical plant components and their repair is preferred. Introductory knowledge of chemistry and biology and proper sampling techniques and required laboratory Analysis as outlined in the latest edition of "Standard Methods for the Examination of Water and Wastewater" and regulations as established within the Safe Drinking Water Act and Clean Water Act.
- Project Management: Ability to handle a variety of projects with conflicting deadlines and needs.
- Computer Related Skills: Ability to work with MS Office and other software packages, including basic internet use.
- Additional Requirements: Must be able to pass a urinalysis test prior to employment.

Education and Experience:

- High School Diploma or GED required.
- Four years of training under supervision of a properly licensed superintendent.
- Certification as a Class 5 Wastewater Treatment Operator required.
- Certification as a Class 4 Water Treatment Operator required.
- Valid Maryland Driver's License and an acceptable motor vehicle record.
- Valid Maryland Commercial Driver's License.
- Flagger Certification required.
- CPR and First Aid Certification required.

Physical and Environmental Conditions:

Work is conducted in a variety of settings some which provide comfortable lighting, temperature and air conditions, however some areas will expose the employee to occasional minor discomforts from exposure to less than optimal temperature and air conditions. The position routinely requires lifting or moving of moderately heavy items, such as equipment, boxes (up to 80 pounds) and/or very long periods of walking on a routine basis, and/or standing for long periods of time and/or frequently requires stooping and bending.

Work requires special safety precautions, e.g., working around moving parts, carts or machines; working with irritant chemicals, etc. The position may involve routine exposure to soiled materials and light chemical substances such as cleaning solutions; work may require employees to use protective clothing or gear such as masks, gowns, coats, boots, goggles, gloves, or shields; may require working in adverse weather conditions.

Work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices or meeting rooms, e.g. use of safe work place practices with office equipment, and/or avoidance of trips and falls and observance of fire regulations.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

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Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

I have read and understand this job description.

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Employee Signature Date

KENT COUNTY GOVERNMENT
Job Description

Job Title: Plant Operator I	**Grade: 5**
Department: Public Works Dept / Water and Wastewater Division	**FLSA Status: Non-Exempt**
Revised Date: 09/04/2015	**Approved Date:**

Job Summary: The primary duty of the Plant Operator I is to operate water purifications plants, pumping stations, wastewater collection and treatment sites in accordance with pertinent regulations and under general supervision.

Essential Functions

Functions listed are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- Operates water purifications plant, pump stations, wastewater collection and treatment sites.
- Responsible for regulating sewage and chemical flows.
- Reads water meters.
- Mixes chemicals for use.
- Locates underground facilities.
- Assists with emergency repairs.
- Responsible for plant maintenance duties.
- Handles lawn maintenance.
- Engages in plant walk through to ensure maintenance and housekeeping issues are addressed.
- Conducts ETI readings.
- Maintains equipment used.
- Installs home sewage systems.
- Inspects plumbing stations.
- Position is scheduled for on call work as needed.
- Acts as essential personnel in weather related emergencies.
- Performs other duties as required.

Supervision: The position reports to the Superintendent. Position does not supervise staff.

Required Knowledge, Skills, and Abilities

The employee is expected to perform or possess the following:

- Problem Solving: Anticipates problems; sees how a problem and its solution will affect other areas; gathers information before making decisions; weighs alternatives against objectives and arrives at reasonable decisions.
- Attention to Detail: Is alert in a high-risk environment; follows detailed procedures and ensures accuracy; carefully monitors gauges, instruments or processes; concentrates on routine work details. Recognizes and accurately evaluates the signs of a problem; analyzes current procedures for possible improvements; notifies supervisor of problems in a timely manner.
- Flexibility: Adapts well to changing priorities, deadlines and directions; works to eliminate all processes which do not add value; is willing to take action, even under pressure, criticism or tight deadlines; takes informed risks.

- Responsiveness: Responds to requests for service in a timely and thorough manner; does what is necessary to ensure customer satisfaction; prioritizes customer needs.
- Technical Skills: Working knowledge of water and wastewater treatment plant operations and machinery and of the treatment process; of safety, accident prevention and first-aid methods. Working knowledge of electrical and mechanical plant components and their repair is preferred. Introductory knowledge of chemistry and biology and proper sampling techniques and required laboratory Analysis as outlined in the latest edition of "Standard Methods for the Examination of Water and Wastewater" and regulations as established within the Safe Drinking Water Act and Clean Water Act.
- Project Management: Ability to handle a variety of projects with conflicting deadlines and needs.
- Computer Related Skills: Ability to work with MS Office and other software packages, including basic internet use.
- Additional Requirements: Must be able to pass a urinalysis test prior to employment.

Education and Experience:

- High School Diploma or GED required.
- Two years of training under supervision of a properly licensed superintendent.
- Class "V" Wastewater Operator Certificate issued by the Maryland State Board of Waterworks and Waste System Operators required.
- Valid Maryland Driver's License and an acceptable motor vehicle record.
- Valid Maryland Commercial Driver's License.

Physical and Environmental Conditions:

Work is conducted in a variety of settings some which provide comfortable lighting, temperature and air conditions, however some areas will expose the employee to occasional minor discomforts from exposure to less than optimal temperature and air conditions. The position routinely requires lifting or moving of moderately heavy items, such as equipment, boxes (up to 80 pounds) and/or very long periods of walking on a routine basis, and/or standing for long periods of time and/or frequently requires stooping and bending.

Work requires special safety precautions, e.g., working around moving parts, carts or machines; working with irritant chemicals, etc. The position may involve routine exposure to soiled materials and light chemical substances such as cleaning solutions; work may require employees to use protective clothing or gear such as masks, gowns, coats, boots, goggles, gloves, or shields; may require working in adverse weather conditions.

Work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices or meeting rooms, e.g. use of safe work place practices with office equipment, and/or avoidance of trips and falls and observance of fire regulations.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

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Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

I have read and understand this job description.

_____ _____

Employee Signature Date

Public Works - Water and Wastewater Division
4/20/2021
County Commissioners Meeting

Item Summary:
Facilities Mechanic Vacancy

ATTACHMENTS:
Description

Public Works - County Engineer
4/20/2021
County Commissioners Meeting

Item Summary:
County Engineer Vacancy

ATTACHMENTS:
Description
Job Specification

KENT COUNTY GOVERNMENT
Job Description

Job Title: County Engineer	**Grade: 10**
Department: Public Works Dept / Buildings & Grounds Maintenance Division	**FLSA Status: Exempt**
Revised Date: 07/01/2018	**Approved Date:**

Job Summary: Directs all phases of county construction projects, including public works and private development. The position is responsible for all engineering functions, and manages the Buildings and Grounds Maintenance Division.

Essential Functions

Functions listed are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- Manages Building Maintenance Department, including establishment of work priorities and responsibility for successful project completion.
- Manages Grounds Maintenance Department, including establishment of work priorities and responsibility for successful project completion.
- Acts as assistant procurement officer for public works projects, including preparing bid specifications, reviewing quotes and recommending awards.
- Provides effective direction to assigned staff including defining work priorities, monitoring and evaluating job performance, hiring, training, coaching, and modeling expected behaviors.
- Monitors and ensures quality and accounting controls for county projects, including onsite inspections and approval of contractor payments.
- Receives and reviews preliminary and final submission of plans, drawings, specifications and plats from developers and consultants, ensuring compliance with codes and regulations.
- Prepares applications for federal and state permits.
- Administers MD SHA State Aid Program and county bridge inspection program.
- Provides engineering support to local municipalities when requested.
- Serves as the County Commissioners' representative at public meetings and hearings.
- Performs other duties as required.

Supervision: The position reports to the Public Works Director. The position supervises staff in the buildings and grounds division.

Required Knowledge, Skills, and Abilities

The employee is expected to perform or possess the following:

- Communications Skills: Ability to build and maintain effective relationships with department staff, county and municipal officials, developers, consultants and county residents. Ability to write clearly and informatively; ability to effectively present information and respond to questions, concerns about competing priorities.
- Customer Service: Represents the department professionally and effectively in both internal and external interactions. Manages difficult or challenging situations successfully. Treats others with respect and consideration regardless of cultural background, status, or position. Exhibits objectivity and openness to others' views.

- Leadership and Management Skills: Creates and communicates the department's vision. Builds commitment and supports employee growth and success. Sets expectations and monitors activities. Recognizes the accomplishments of others; demonstrates ability to create and lead in a team-oriented environment. Builds morale and group commitment to goals and objectives. Inspires and motivates others to perform well. Demonstrates effective problem-solving and decision-making abilities.
- Innovation and Change Management Skills: Displays original thinking and creativity. Develops innovative approaches and ideas. Presents ideas and information in a manner that is easily understood. Understands and contributes to evolving processes in response to changing communities and advances in technology.
- Technical Skills: Effectively utilizes standard office software and specific engineering software to draft plans and specifications.

Education and Experience:

1. Bachelor's Degree.
2. Three to five years' experience.
3. Or equivalent technical training, education or experience.
4. Professional Engineer's License required.
5. Valid Maryland Driver's License and an acceptable motor vehicle record.
6. Knowledge of standard office software, plus specific experience and use of engineering software. Ability to perform standard Internet searches and effective e-mail communications with staff, officials, businesses and residents.

Physical and Environmental Conditions:

Work routinely requires lifting of moderately heavy items and/or very long periods of walking on rough surfaces, and/or standing for long periods of time. There are routine exposures to significant levels of heat, cold, moisture and air pollution. Position requires accessing mechanical rooms with boilers and other machinery. Construction inspection involves close proximity to construction equipment in generally dusty conditions.

Work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices or meeting rooms, e.g. use of safe work place practices with office equipment, and/or avoidance of trips and falls and observance of fire regulations.

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Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

I have read and understand this job description.

_____ _____

Employee Signature Date

Office of Finance
4/20/2021
County Commissioners Meeting

Item Summary:
Proposed New Position

ATTACHMENTS:
Description
Job Specification

KENT COUNTY GOVERNMENT
Job Description

Job Title: Procurement & Grant Accounting Mgr	**Grade: 7**
Department: Finance	**FLSA Status: Exempt**
Revised Date:	**Approved Date: 7/1/2021**

Job Summary: This position is a professional level position experienced in public and private volume purchasing. It is responsible for the process of bidding and purchasing of all County purchases which are governed by the County Procurement Policy to ensure all purchases are in compliance with County and State laws. This position will also provide financial oversight and management of County and agency grants. A solid knowledge of accounting processes and grant administration is required. This position will work closely with grant program managers to ensure compliance with all grant requirements.

Essential Functions

Functions listed are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

Procurement Responsibilities

- Researches new vendors, products, technology and service delivery methods to optimize county operations
- Prepares competitive sealed bids for solicitation; reviews and makes recommendations award
- Reviews purchase order requests for adherence to required guidelines, policies and procedures
- Negotiates with vendors (method of procurement, quotations, best supply sources) within County policies; manages relationships with vendors
- Prepares wide variety of written materials (specifications, contracts, procedures, letters) for the purpose of documenting activities; provides written reference and conveying information.
- Works with local, state and regional purchasing cooperatives and associations to make joint purchases
- Prepares budget estimates for procurement of vehicles and equipment or capital acquisitions
- Processes title and registration paperwork with the MVA for all County owned equipment
- Works with all County departments regarding compliance with purchasing policies and procedures

Grant Responsibilities

- Provide financial support for grant applications
- Prepare budget modifications for grantors
- Prepare reimbursement requests for grantors
- Preparing quarterly/mid-year/annual reports for grantors
- Ensures cohesiveness between grant reporting and the County's financial statements and general ledger.
- Prepare budget adjustments and journal entries for grant activities
- Review and code grant invoices
- Monitor grant spending by line item.
- Meet periodically with grant managers
- Coordinate payroll time tracking of grant activities

- Performs other duties as required.

Supervision: The position reports to the Accounting Manager. Position does not supervise staff.

Required Knowledge, Skills, and Abilities
The employee is expected to perform or possess the following:

- Strong knowledge of procurement processes and grant administration.
- Working knowledge of accounting processes.
- Ability to calculate figures and amounts such as discounts, interest, commissioners, proportions, percentages, area, circumference, and volume and to apply concepts of basic algebra and geometry
- Ability to create and modify Excel spreadsheets
- Experience with financial software.
- Strong written and verbal communication skills.
- Ability to work effectively with others.

Education and Experience:

- Bachelors' Degree
- Five years of relevant experience and/or training in the field.
- Or equivalent technical training, education or experience.
- Designation of Certified Public Purchasing Officer preferred
- Valid Maryland Driver's License and an acceptable motor vehicle record
- Knowledge of standard office software

Physical and Environmental Conditions:

Work is conducted in an office setting with comfortable lighting, temperature and air conditions. The position occasionally requires stooping or bending. Occasional very light lifting, such as three or four reams of paper, books, or other materials (up to 20 pounds) may be required.

Work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices or meeting rooms, e.g. use of safe work place practices with office equipment, and/or avoidance of trips and falls and observance of fire regulations.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

This and all County positions are subject to transfer, based on need.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

I have read and understand this job description.

_____ _____

Employee Signature Date

Office of Finance
4/20/2021
County Commissioners Meeting

Item Summary:
Procurement and Grant Accounting Manager Vacancy

ATTACHMENTS:
Description

County Commissioners Office
4/20/2021
County Commissioners Meeting

Item Summary:
Proposed New Position

ATTACHMENTS:
Description
Job Specification

KENT COUNTY GOVERNMENT
Job Description

Job Title: Grants Manager	**Grade: 7**
Department: Commissioners Office	**FLSA Status: Exempt**
Revised Date: 4/9/2021	**Approved Date:?**

Job Summary: The Grants Manager works with the department heads to support projects and programs via federal, state, and other funding sources to diversify County revenue and strengthen the efficiency and effectiveness of County services. The Grant Manager, in conjunction with the department heads will~~:~~ stay appraised of county priorities, projects, and goals to best identify grants, write grants, manage receipt of awards, manage the grant via project management, monitoring, reporting, and manage grant closeout. This position reports to the County Administrator, but also works closely with the Procurement and Grant Accounting position.

Essential Functions

Functions listed are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- ~~●~~ Maintains a database of available federal and state grant opportunities; provides information and guidance to department heads regarding grant opportunities.
- Provides support to project directors throughout the life of the grant, including the prospecting and proposal development process for applications, completion of grant submissions with budget preparation, interpretation of guidelines and restrictions, administrative management of awards and contracts, and successful completion of grant closeout.
- Approve proposals and budgets to ensure alignment with federal and state funder guidelines.
- Coordinate project setup, subcontracts development, progress reports, subrecipient monitoring
- Oversees all grant activity within the county; act~~s~~ as project manager when needed and ensures all state and federal guidelines and requirements of the grantor are met and adhered to.
- ~~●~~ Tracks grant activity, deliverables, and timelines; ~~and~~ prepares and submits as required by the granting agency and the county.
- Serves as the point of contact with granting agencies, Finance, legal, and department heads.
- Attends any meetings or trainings required by granting agency.
- Hosts regular check in meetings with county staff working on active grants and potential grant opportunities.
- Create and maintain a project tracking system and data collection system that is accessible to all department heads.
- Performs other duties as required.

1.

Supervision: The position reports to the County Administrator

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Required Knowledge, Skills, and Abilities

The employee is expected to perform or possess the following:

- Communications Skills: Ability to build and maintain effective relationships with workgroup members, state and local officials, private-sector partners, local organizations, and community groups. Ability to write clearly and informatively; ability to effectively present information and respond to questions from staff, supervisors, and stakeholders individually and in group settings.

- Customer Service: Represents the department professionally and effectively in both internal and external interactions. Manages difficult, sensitive, or challenging situations successfully. Treats others with respect and consideration regardless of cultural background, status, or position. Exhibits objectivity and openness to others' views.
- Leadership and Management Skills: Creates and communicates the program vision. Recognizes the accomplishments of others; demonstrates ability to create and lead in a team-oriented environment. Builds morale and group commitment to goals and objectives. Inspires and motivates others to perform well. Demonstrates effective problem-solving and decision-making abilities.
- Innovation and Change Management Skills: Displays original thinking and creativity. Develops innovative approaches and ideas. Presents ideas and information in a manner that is easily understood. Understands and contributes to evolving processes in response to changing communities and advances in technology.
- Technical Skills: Effectively utilizes standard and advanced database software to write queries, develop relational databases, and run reports. Ability to perform Internet searches and conduct online correspondence.

Education and Experience:

1. Bachelor's degree
2. Five (5) to ten (10) years of experience in local government development of grants and grants management, including a proven track record of successful grants writing that achieved grant awards; additional experience in a related field is beneficial, such as project management or finance; successful grants portfolio will be requested; references to attest to successful grants writing will be requested; applicant must be able to work independently managing multiple projects and programs
3. An equivalent combination of education and experience may be substituted.
4. Knowledge of State and Federal grant processes
5. Working knowledge of grant preparation, procurement, and administration
6. Strong leadership and communication skills
7. Valid Maryland Driver's License and an acceptable motor vehicle record
8. Knowledge of standard office software

Physical and Environmental Conditions:

Work is conducted in a normal office setting which provides comfortable lighting, temperature, and air conditions. Occasional light lifting, such as three to four reams of paper, four or five books, or other materials (up to 35 pounds) may be required.

Work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices or meeting rooms, e.g., use of safe work place practices with office equipment, and/or avoidance of trips and falls and observance of fire regulations.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

This and all County positions are subject to transfer, based on need.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

I have read and understand this job description.

_____ _____

Employee Signature Date

County Commissioners Office
4/20/2021
County Commissioners Meeting

Item Summary:
Grants Manager Vacancy

ATTACHMENTS:
Description

Joseph L. Holt, Executive Director of Institutional and Government Giving, Washington College
4/20/2021
County Commissioners Meeting

Item Summary:
Request for a Letter of Support

ATTACHMENTS:

Description

04.20.21 Letter of Support, Maryland Heritage Areas Authority Grant Application by Washington College for the new Mapping African American Heritage Initiative

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

April 20, 2021

Jennifer Ruffner, Administrator
Maryland Heritage Areas Program
Office of Planning, Education and Outreach
Maryland Historical Trust
100 Community Place, 3rd Floor
Crownsville, MD 21032-2023

RE: Letter of Support – Mapping African American Heritage Application

Dear Ms. Ruffner:

The County Commissioners of Kent County are pleased to offer our support for a grant application to the Maryland Heritage Areas Authority being submitted by Washington College to fund the Chesapeake Heartland Project's new Mapping African American Heritage initiative. This funding will help Washington College develop important tourism products to be installed in and on sites throughout the County.

The Commissioners request this application receive a favorable consideration.

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

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

KCC/sew
cc: Joseph L. Holt, Executive Director of Institutional and Government Giving, Washington College

Procedures for Public Comment
4/20/2021
County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY
PROCEDURES FOR PUBLIC COMMENT

In response to the State of Emergency due to COVID-19, and in lieu of public appearance, the meeting is being held virtually, via teleconference and viewable on the County website at www.kentcounty.com/government.

It is our desire that everyone who wishes to comment be given a fair and uninterrupted opportunity to express their views to the County Commissioners during this public comment period.

- Comments will be limited to three (3) minutes in length.
- Comments longer than three (3) minutes will be required to be submitted in writing.
- The Board President will open the meeting to Public Comments, citizens are asked to state their name, address, and the topic of interest. Citizens are to ask that all views be expressed in a respectful and civil manner. The Board respects your desire and right to convey your message freely. We ask as a courtesy to the Board and our citizens that you respect the Commissioners' request to refrain from naming citizens and name calling when offering any critique.

The County staff will acknowledge each caller, in the order they called in, announce the last 4 digits of the phone number that was used to call in, and will ask the caller to unmute their phone allowing them to comment.

Thomas N. Yeager, County Attorney
4/20/2021
County Commissioners Meeting

Item Summary:
Legal Advice and Potential Litigation
Statutory authority to close session
This meeting will be closed under General Provisions Art. § 3-305(b)
(7) To consult with counsel to obtain legal advice and (8)To consult with staff, consultants, or other individuals about pending or potential litigation

ATTACHMENTS:

Description

Contingency and Use of Fund Balance Report
4/20/2021
County Commissioners Meeting

ATTACHMENTS:

Description

4-6-2021 Commissioner Report Contingency

FY21 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
April 6, 2021

CONTINGENCY

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
9/29/20	Capital Projects	$ 17,750	Quaker Neck Public Landing Pier and Mooring
10/6/20	Planning and Zoning	15,000	Task Force Support - Comprehensive Rezoning Update
10/20/20	Commissioners Office	30,000	Workstations and items to complete security configuration
10/27/20	Environmental Operations	16,600	Accrued penalties for effluent violations at Nicholson Landfill
11/17/20	Detention Center	4,000	Control Panel System
12/8/20	Capital Projects	65,900	Tuner's Creek Bulkhead & Boat Ramp Replacement
1/26/21	Water/Wastewater Services	85,000	Repairs & Maintenance Services Worton Lagoon
3/2/21	Information Technology	29,294	Replace Uninterrupted Power Supply (UPS)
TOTAL		**$ 263,544**	
BEGINNING CONTINGENCY BUDGET		**$ 800,000**	
ENDING CONTINGENCY BALANCE		**$ 536,456**	

USE OF FUND BALANCE

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
09/08/2020	Alcoholic Beverage Inspector	$ 11,732	Full-time equivalent hours increased from .50 to .70
09/29/2020	The Health Department	$ 59,611	COLA Increase from prior years
12/08/2020	Commissioner's Office	$ 1,380	Maintenance on Hearing Room audio/visual equip
TOTAL		**$ 72,723**	

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.