



**COUNTY COMMISSIONERS SCHEDULE
TUESDAY, FEBRUARY 11, 2020
LEGISLATIVE DAY**

1. CALL TO ORDER

5:00 p.m.

Closed Session
Administrative Function
"Boards/Commissions"

Closed Session
"Personnel"

5:30 p.m.

Call to Order,
Pledge of Allegiance,
Moment of Silence,
Approval of Agenda

Accept County Commissioners' Minutes
- Regular Minutes – January 28, 2020
- Closed Session – January 28, 2020

Press and Public Comments**

2. NEW BUSINESS

5:35 p.m.

DEPARTMENT OF PUBLIC WORKS

Admin/Engineering

1. Riverside Estates Letter to Residents
2. Circuit Courthouse Construction Recognized with Awards of

Excellence

Sanitary

3. Southern Kent Island Sanitary Project - Phase 3 Engineering

Bid 1 of 2 - Community Mains

Mr. Todd R. Mohn, PE, County Administrator

"Presentation of Documents for Signatures and Weekly

Correspondence"

Action

1. Close Out Agreement – CDBG MD-16-CD-13 Chesterwye

Facility

2. CDBG – MD-20-CD-4 Housing Study Grant Agreement and

Program Forms

3. Community Partnerships Student member nomination
4. Budget Amendment CC-18 – Aging Capital Grant
5. Budget Amendment CC-20 - QACPS request
6. QACPS 17th Annual Awards Gala support
7. Character Counts! Proclamation for February

Documents:

[02.11.2020DPW.pdf](#)
[02.11.2020Action.pdf](#)
[02.11.2020Coorespondence.pdf](#)

3. PRESENTATIONS

6:00 p.m.

Ms. Patricia Jamison, President
"QAC League of Women Voters - Proclamation"

Mr. Scott A. Haas, Director
"Department of Emergency Services Update"

Mr. Steven Chandlee, Parks and Recreation Director
"Department of Parks and Recreation Update"

Documents:

[02.11.2020Presentations.pdf](#)

4. LEGISLATION

Legislative Session

County Ordinance 20-02 - Establishment of the Queen Anne's
County Farmland Preservation Fund (to be introduced)

County Ordinance 20-01 – Public Facilities Bond Authorization of
2020 (available to be voted on)

Press and Public Comments**

Commissioner's Roundtable

Documents:

[ORD 20-01.Pdf](#)

* Please note the scheduled times are subject to change, except for public hearings. PUBLIC COMMENT SIGN-IN SHEET WILL BE AVAILABLE 1 HOUR PRIOR TO THE MEETING.

**Press and Public Comment at the beginning of the meeting will last 15 minutes. Additional time will be available at the end of the meeting for anyone wishing to speak. Comments are limited to 3 minutes in length. Comments longer than 3 minutes must be submitted in writing. PRESS AND PUBLIC COMMENT SIGN-IN SHEET WILL BE AVAILABLE 1 HOUR PRIOR TO THE MEETING.

***Part of the meeting may be closed to the Public in accordance to the Open Meetings Act procedures.

Three or more of the County Commissioners may be attending the following events in the next few weeks:

2/8 Kent Island VFD Annual Installation of Officers
2/8 Queen Anne-Hillsboro VFC Annual Installation of Officers
2/12 COG Meeting
2/17 EDC Meeting



*Queen
Anne's
County*

County Commissioners:

James J. Moran, At Large
Jack N. Wilson, Jr., District 1
Stephen Wilson, District 2
Philip L. Dumenil, District 3
Christopher M. Corchiarino, District 4

DEPARTMENT OF PUBLIC WORKS

312 Safety Drive
Centreville, MD 21617

Telephone: (410) 758-0925

Fax: (410) 758-3341

www.qac.org

MEMORANDUM

Date: February 11, 2020

To: County Commissioners

From: Alan Quimby *AQ*

Subject: Riverside Estates Letter to Residents

INFORMATIONAL ITEM

A letter was sent to residents of Riverside Estates on January 27, 2020 outlining the remediation activities that will be taking place over the next several months (attached).



COUNTY ADMINISTRATOR'S OFFICE

The Liberty Building
107 North Liberty Street
Centreville, MD 21617

Telephone: (410) 758-4098
Fax: (410) 758-1170
TDD: (410) 758-2126
Email: tmohn@qac.org



Queen Anne's County

County Commissioners:

James J. Moran, At Large
Jack N. Wilson, Jr., District 1
Stephen Wilson, District 2
Philip L. Dumenil, District 3
Christopher M. Corchiarino, District 4

County Administrator: *Todd R. Mohn, PE*

Dear <tenant name>

Over the course of the next several months, remediation activities will be ongoing in and around Riverside Estates to remedy various issues. The work activities will include: refurbishing and encapsulating the crawlspaces, replacing sump pumps, and the installation of dehumidifiers in the crawlspace. In addition, improvements to individual units will include painting, flooring replacement, general repairs, general cleaning, insect treatment, toilet refurbishment, power washing the outside of the buildings, landscaping and perimeter grading. Depending on the current condition of your unit, this work may take 4 to 6 weeks to effectively complete. If you have other building maintenance issues in your unit that are not noted herein, please advise Katya Lindsey at the Housing Authority so we can determine if the issue can be addressed as part of this project. She can be reached at 410-758-8634. Please also note, we have planned to refurbish the playground with new equipment.

In order for the work to begin in your individual unit, as discussed in more detail below, everything must be removed, treated, and stored. Once this is completed, we will relocate you and your family to a freshly renovated and furnished unit within the Riverside Estates Community.

We will provide you with 4-weeks' notice prior to your move date. Once you receive this notice, we ask that you begin cleaning and packing your items so that they can be placed in an onsite storage box that will be provided at no cost to you. You will have full access to your assigned storage box at all times during the process and will be given a new lockset for the storage box. As part of the temporary relocation process, you will be provided with, packing materials, cleaning materials, and other supplies that may be needed to facilitate the move. A contract mover will be assigned to empty your unit and place your items in the storage box. This will also be done at no cost to you.

In order to avoid potential cross-contamination, *everything* that is currently in your unit must be cleaned prior to storage. All clothing and bedding must be washed, anything that's not a hard surface must be thoroughly cleaned and disinfected. Anything with a hard surface must be wiped clean.

All upholstered furniture, mattresses, and rugs will have to be cleaned or replaced. In this regard, you will have a choice of:

1. Cleaning by a designated professional company at no cost to you. This will require signing a waiver because no process can absolutely guarantee complete elimination of all mold spores in rugs, mattresses, or upholstered furniture.
2. Like-for-like replacement – which will require that the replaced items be disposed of. The disposal of these items will be done at no cost to you.
3. Issuance of a voucher for cost of replacement¹ – this will also require that the items be disposed of. Again, the disposal of these items will be done at no cost to you.

You will need to make a decision regarding what you intend to do with your furniture, mattresses and rugs no later than one week before the date work on your unit is scheduled to begin. Doing so will ensure that all of the necessary preparations for cleaning and/or disposal of the furniture can be made prior to your move. If you choose the replacement or voucher options, we will need current photographs of each item of furniture you wish to replace or obtain a voucher for, along with the name of the manufacturer and the dimensions. All of these photos and information should be provided to our project liaison, Neoma Rohman.

If you choose the cleaning or like-for-like replacement, all efforts will be made to make sure that the cleaned or replacement furniture, mattresses, and rugs are moved into your unit once the work described above is completed. Lastly, a contract mover will be assigned to replace items from the storage box and any other new items back into your original unit when activities are completed at no cost to you.

We appreciate your cooperation in this matter. If you have any questions about this process, please contact our project liaison Neoma Rohman. She can be reached at 443-786-6444.

We look forward to a successful completion of this project!

Sincerely

Todd R. Mohn, PE
County Administrator

cc County Commissioners
Housing Authority Commissioners

¹ Please note: This is considered income and may affect your year-end income.

DEPARTMENT OF PUBLIC WORKS

312 Safety Drive
Centreville, MD 21617

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Fax: (410) 758-3341
www.qac.org



**Queen
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County Commissioners:

- James J. Moran, At Large
- Jack N. Wilson, Jr., District 1
- Stephen Wilson, District 2
- Philip L. Dumenil, District 3
- Christopher M. Corchiarino, District 4

MEMORANDUM

Date: February 11, 2020

To: County Commissioners

INFORMATIONAL ITEM

From: Lee E. Edgar, P.E. *LE/SEH*

Re: Circuit Courthouse Construction Recognized with Awards of Excellence

The new Queen Anne's County Circuit Courthouse construction project has recently been recognized through the presentation of two distinguished awards:

- County Engineers Association of Maryland (CEAM) Project of the Year
- Maryland Quality Initiative (MdQI) Award of Excellence

The CEAM *Project of the Year Award* is presented annually to an outstanding County Project that demonstrates responsiveness to citizens' needs, cost effectiveness, and innovative use of County staff and funds. Application materials were prepared by Public Works staff and the project formally nominated by Todd Mohn.

The MdQI *Annual Awards of Excellence* program was established in 1994 by the Maryland Department of Transportation (MDOT) and Federal Highway Administration (FHWA) to recognize outstanding public sector projects in several categories. The Queen Anne's County Circuit Courthouse Construction Project was selected to receive the Municipal Award for projects over five million dollars. Application materials were prepared by Public Works staff and the project formally nominated by CEAM.

The Award designations are perpetually archived and include the presentation of a plaque and trophy to the County's project manager, David Sadiq. Both awards are presently on display at the Department of Public Works.

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*Queen
Anne's
County*

**DEPARTMENT OF PUBLIC WORKS
SANITARY DISTRICT**

310 Bateau Drive
Stevensville, MD 21666

Telephone: (410) 643-3535
Fax: (410) 643-7364
www.qac.org

County Commissioners:

- James J. Moran, At Large
- Jack N. Wilson, Jr., District 1
- Stephen Wilson, District 2
- Philip L. Dumenil, District 3
- Christopher M. Corchiarino, District 4

MEMORANDUM

Date: February 11, 2020

ACTION ITEM

To: Sanitary Commission

From: Alan Quimby *AQ*

Re: Southern Kent Island Sanitary Project
Phase 3 Engineering Bid 1 of 2 – Community Mains

We requested price proposals for engineering services for the third phase of the Southern Kent Island (SKI) Sanitary Project consisting of the Kentmorr and Queen Anne Colony subdivisions. As with the previous phase, this design effort was divided into two primarily to divide the construction effort along lines of specialty. The two efforts being:

- the design of the 335 site plans for each improved property which will determine the location of the Septic Tank Effluent Pump (STEP) tanks on the individual properties (an effort that will require an easement for each improved property)
- the design of the smaller community sewer mains within the road rights-of-way within the two subdivisions

If you will recall from our earlier update, we believe it will be more efficient, both for the contractors involved and the citizenry, to stagger the construction, and hence the design, of the two projects. This bid was just for the Community Mains (the pipes in the streets). The design bid for the STEP site plans will probably follow in a month or two.

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The results of the bids are shown below:

RFP 1 of 2 – Community Mains

<u>Company</u>	<u>Bid</u>
Century Engineering (Phase 2 Engineer)	\$ 96,700
Whitman Requardt	\$123,396
Wallace Montgomery	\$218,000

As noted above, Century Engineering was the design engineer of both the Community Mains and STEP site plans for Phase 2. We have been pleased with their work.

Below please find a motion should you find them agreeable. As the funding source for this design will ultimately be the Maryland Department of the Environment's (MDE) Water Quality Revolving Loan program, which has a Disadvantage Business Enterprise (DBE) goals, all awards need to be conditioned on MDE's approval of the engineer's DBE efforts.

I move to conditionally award the bid in the amount of \$96,700 for the design of the SKI Phase 3 Community Mains to Century Engineering, Inc. with the condition being the approval by MDE of their efforts to satisfy the DBE goal, and authorize the Director of Public Works to execute the design contract once MDE approves said effort.

CC-19

Date 1/31/2020

Entered By _____

QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY2020

Description of revenue/expenditure accounts to increase:				Fund	Project	Code	Increase (Decrease) Amount
Project 200113 - SKI Step Phase 3							
Increase	SKI Step Phase 3	Loan Proceeds		202	200113	39701	50,000
Increase	SKI Step Phase 3	Consultants		202	200113	5020	50,000
Project 200115 - SKI Community Mains Phs 3							
Increase	SKI Community Mains Phase 3	Loan Proceeds		202	200115	39701	50,000
Increase	SKI Community Mains Phase 3	Consultants		202	200115	5020	50,000

Justification:

This amendment establishes budget authority for SKI Step Phase 3 and SKI Community Mains Phase 3 FY20 expenditures.

Funding will come from loan proceeds. This project is ongoing and additional budget authority will be requested in future years.

*NH
2/4/20*

Requester printed Department: Karen Rodgers for Sanitary

Requester signature & date: Karen Rodgers 1/31/20

Finance Director signature & date: [Signature]

Approval & date: _____



Queen
Anne's
County

DEPARTMENT OF COMMUNITY SERVICES

Housing and Community Services

104 Powell Street
Centreville, MD 21617

Telephone: 410) 758-3977

Fax: (410) 758-4499

E-mail: DHCS@qac.org

County Commissioners:

James J. Moran, At Large
Jack N. Wilson, Jr., District 1
Stephen Wilson, District 2
Philip L. Dumenil, District 3
Christopher M. Corchiarino, District 4

ACTION ITEM

TO: Queen Anne's County Commissioners
FROM: Michael R. Clark, Chief of Housing & Family Services
RE: Close Out Agreement – CDBG MD-16-CD-13: Chesterwye Facility
DATE: January 30, 2019

Attached are two originals of the Close Out Agreement for the above named project. Funds for this project were used to support the Chesterwye house located on State Street in Stevensville.

There is a letter of explanation attached from the Maryland Department of Housing and Community Development.

MOTION: WE MOVE THAT COUNTY COMMISSION PRESIDENT, JAMES J. MORAN SIGN BOTH CLOSE OUT AGREEMENTS FOR CDBG GRANT NUMBER: MD-16-CD-13.



January 14, 2020

The Honorable James J. Moran
President
Board of Commissioners
Queen Anne's County
107 North Liberty Street
Centreville MD 21617

RE: Close Out
Maryland Community Development Block Grant (CDBG) Program
Grant Number: MD-16-CD-13 Chesterwye Facility

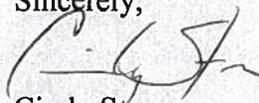
Dear President Moran:

The above referenced Maryland Community Development Block Grant has been monitored and there are no issues to be resolved. At this time, we would like to formally close out the grant. Please sign both copies of the Close Out Agreement. Please return the documents **within 15 days**.

Upon review and execution of the Close Out Agreement, a copy will be returned for your files. Please be advised the Community Development Block Grant Program requires retention of the Close Out Agreement and all grant files for five years from the close out of the grant to the State from the U.S. Department of Housing and Urban Development.

If you have any questions concerning the Close Out Agreement, please contact Justin Fair, at (301) 429-7499.

Sincerely,



Cindy Stone
Director
Community Development Programs

cc: Mike Clark, County
Justin Fair, CDBG

GRANT NO. MD-16-CD-13

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CLOSE OUT AGREEMENT

This Maryland Community Development Block Grant Program (CDBG) Close Out Agreement (the "Agreement") is entered into as of this ___ day of _____, 20___, by and between the Department of Housing and Community Development, a principal department of the State of Maryland, hereinafter referred to as "DHCD" and the County Commissioners of Queen Anne's County, a political subdivision of the State of Maryland, hereinafter referred to as "Grantee".

WHEREAS, the Grantee received a \$670,781 grant from DHCD (the "CDBG Grant") to complete the activities set forth in its grant agreement with DHCD, dated July 21, 2016 (the "Grant Agreement") and its application (the "Project Application") to Federal Fiscal Year 2015 Maryland Community Development Block Grant Program (the "Program") for Project Number MD-16-CD-13 hereinafter referred to as (the "Project").

WHEREAS, the Grantee has undertaken and completed the activities in the Grant Agreement and the Project Application in compliance with all applicable rules and regulations of the Program.

NOW THEREFORE, in consideration of the above and for other consideration which the parties deem adequate the parties hereto agree as follows:

1. The Project activities, other than those activities which survive closeout pursuant to Section 6 below, have been completed by the Grantee to the satisfaction of DHCD and the CDBG Grant funds have been properly expended for such activities.
2. All reports, verifications or other information required by the Program have been received by DHCD.
3. Except with respect to any activities which survive closeout of the CDBG Grant, pursuant to Section 6 below, there has been a final settlement of the issues arising out of the CDBG Grant.
4. There has been a final closeout of the Project activities and expenditures of the CDBG Grant Funds other than activities which may survive closeout of the CDBG Grant pursuant to Section 6 below.
5. The Grantee shall retain all files related to the Project for a period equal to five (5) years from the date of the closeout of the grant to the State from the U.S. Department of Housing and Urban Development.
6. The terms and conditions, if any, set forth in Exhibit A to this Agreement shall survive closeout of the Grant.

WITNESS our hands and seals all as of date first written above.

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
Ronald D. Waters
Deputy Director
Division of Neighborhood Revitalization

COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY

By: _____
James J. Moran
President

Approved for form and legal sufficiency.

Assistant Attorney General Date

CLOSE OUT AGREEMENT

GRANT NO. MD-16-CD-13

QUEEN ANNE'S COUNTY

EXHIBIT A

SPECIAL TERMS & CONDITIONS

Term of Use -

As stipulated in the grant agreement between the County and DHCD, the County is required to ensure the CDBG assisted facility remains in an approved use through November 2043 per the lease agreement between Chesterwye and the County. In the event there is a change, the County must contact the CDBG Program.



Queen
Anne's
County

DEPARTMENT OF COMMUNITY SERVICES ²

Housing and Community Services

104 Powell Street
Centreville, MD 21617

Telephone: 410) 758-3977

Fax: (410) 758-4499

E-mail: DHCS@qac.org

County Commissioners:

James J. Moran, At Large
Jack N. Wilson, Jr., District 1
Stephen Wilson, District 2
Philip L. Dumenil, District 3
Christopher M. Corchiarino, District 4

ACTION ITEM

TO: Queen Anne's County Commissioners
FROM: Michael Clark, Chief of Housing & Family Services
RE: CDBG – MD-20-CD-4 HOUSING STUDY
Grant Agreement and Program Forms
DATE: January 30, 2020

Attached are two originals of the Grant Agreement and Authorized Signature Forms for the above named project. Funds through this grant will be used for a Housing Study for Queen Anne's County.

The Authorized Signature Form must have ALL Commissioners Signatures on file with DHCD.

There is a letter of explanation attached from the Maryland Department of Housing and Community Development.

MOTION: WE MOVE THAT COUNTY COMMISSION PRESIDENT JAMES J. MORAN SIGN THE GRANT AGREEMENT AND THAT ALL COMMISSIONERS SIGN THE SIGNATURE FORM AS PRESENTED FOR CDBG GRANT NUMBER: MD-20-CD-4.



January 16, 2020

The Honorable James J. Moran
President
Board of Commissioners
Queen Anne's County
107 North Liberty Street
Centreville, MD 21617

Re: Grant Agreements
Maryland Community Development Block Grant Program
Grant No.: MD-20-CD-4 Housing Study

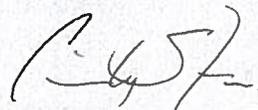
Dear President Moran:

I am pleased to send two originals of your Maryland Community Development Block Grant Agreement, outlining your requirements as a grantee. The Agreement package contains the Grant Payment Procedures, Electronic Funds Transfer Registration Form/Designation of Depository, and signature forms. Please execute Page 9 on both of the Grant Agreements and have the signature witnessed. Once the Agreement is fully executed, you will receive a copy for your records.

Please note the expiration date of the grant which is listed in 6b on Page 3 of the Agreement. Extensions of time beyond this period are granted only in extenuating circumstances. Also, please read carefully the Special Terms and Conditions contained in Exhibit A. The project may not begin before the Environmental Review Record is completed and a Release of Funds is authorized by the State.

We look forward to working with you in successfully implementing your project. If you have any questions about your Grant Agreement, please contact me at 301/429-7519.

Sincerely,



Cindy Stone
Director
Community Development Programs

cc: Mike Clark, County

**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT AGREEMENT**

This Maryland Community Development Block Grant Program (CDBG) Grant Agreement (this "Agreement") is entered into as of the date it is executed by DHCD (as defined herein) (the effective date) by and between the Maryland Department of Housing and Community Development, a principal department of the State of Maryland, hereinafter referred to as "DHCD" and the COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, a political subdivision of the State of Maryland, hereinafter referred to as "Grantee".

WHEREAS, the federal Department of Housing and Urban Development ("HUD") has authorized the State of Maryland to distribute and administer federal Maryland Community Development Block Grant ("CDBG") funds pursuant to the Housing and Community Development Act of 1974, as amended, for the purpose of preserving and developing viable rural and urban communities by expanding economic opportunities, providing decent housing, and providing necessary supporting public infrastructure;

WHEREAS, the Maryland General Assembly has appropriated federal CDBG funds to DHCD in order to establish and administer the Maryland CDBG Program, which program is more fully described in a certain Consolidated Plan-Action Plan dated SFY20/FFY19 (the "Consolidated Plan") issued by DHCD;

WHEREAS, the Grantee has applied to the State for CDBG funds for the project described in Grantee's application (the "Project") and the Project has been selected for CDBG funding on the basis of the Consolidated Plan.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, DHCD and the Grantee agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to provide the Grantee with funds which will enable the Grantee to carry out the Project, the approved scope of work for which is described in the attached Exhibit A. The Project activities are designed to satisfy the CDBG national objective of BENEFIT TO LOW AND MODERATE INCOME PERSONS – HOUSING (the "National Objective").
2. Grant Funds Provided. In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, DHCD agrees to provide Grantee with funds in an amount not to exceed \$50,000 (the "CDBG Grant") subject to the terms and conditions set forth in this Agreement and to the availability of federal funds.

3. Authorized Uses of Grant Funds. Grantee agrees to use the CDBG Grant funds only for the Project activities, and in the appropriate location, described in Exhibit A. The Project and its scope of work may be modified only by an amendment to this Agreement executed by DHCD and the Grantee.

4. Expenditure of Grant Funds.

a. The Grantee shall use the CDBG Grant funds only in accordance with the Project budget outlined in Exhibit B (the "Project Budget"), and shall not expend more than the amount allocated for any category in the Project Budget without the prior written consent of DHCD. However, the Grantee is permitted to make minor transfers between approved line items in the Project Budget of the CDBG Grant Agreement of up to 10% total without the prior written consent of DHCD with one exception. Grantees are not permitted to transfer funds to increase the Project Administrative line item without written approval of their Project Manager.

b. If the application was submitted on behalf of an eligible Subrecipient, Developer or Business (Determined in Exhibit A), the Grantee shall either distribute the CDBG funds to them to implement the Project or the Grantee may implement the Project on their behalf.

c. Grantee may not incur any costs of the Project to be charged against the CDBG Grant funds before the effective date of this Agreement, as defined in Section 20, without the prior written consent of DHCD. All costs incurred by the Grantee before the effective date of this Agreement and before approval by DHCD of the release of CDBG Grant funds, are incurred voluntarily, at the Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the CDBG Grant funds shall be governed by the provisions of this Agreement.

d. If, upon completion of the Project, there are cost savings, such amounts shall revert to DHCD and other funding sources unless DHCD has determined that the Grantee may retain a portion of the savings. Unless superseded by other federal program requirements, DHCD's determination of whether to permit Grantee's retention of a portion of the cost savings will be based upon the relative proportion of investment in the Project by the Grantee, DHCD and other parties providing funding.

5. Compliance with Certain Federal Requirements.

a. The Grantee shall undertake the Project in accordance with regulations adopted by HUD contained in 24 CFR Part 570 governing the CDBG Program, a copy of which previously has been or will be provided to Grantee, the regulations set forth in 53 FR 22569 (June 16, 1988) related to Restrictions on the Award of Certain Contracts and Subcontracts to Foreign Countries, a copy of which previously has been or will be provided to Grantee, and all directives, policies, and procedures as adopted from time to time by HUD.

b. The Grantee also agrees to be bound by the certifications and covenants set forth in Exhibit E and, if applicable, Exhibits E-1 and E-2.

c. The Grantee shall conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964, 42 USC §§2000d et seq and the Fair Housing Act, 42 USC §§3601-20, in addition to other regulations identified in Exhibit E.

d. The Grantee hereby certifies that it has or will adopt, within a reasonable time after the date of this Agreement, and enforce a policy, satisfactory to the Department that prohibits the use of excessive force by law enforcement agencies within their jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

6. Project Commencement and Completion; Changes.

a. As of the effective date of this Agreement, the Grantee shall commence the Project activities described in Exhibit A unless any special condition set forth in Exhibit A requires that Grantee undertake additional action before proceeding with a certain activity. In such instances the Grantee shall initiate action in order to satisfy the special condition upon the execution of this Agreement.

b. The Grantee shall expend all grant funds for the Project activities on or before **December 31, 2021** ("Grant Period"), in accordance with the Project Implementation Schedule set forth in Exhibit C. In the event that a time extension is necessary, the request must be submitted in writing by the chief elected official a minimum of 60 days before the end of the grant period.

c. In the following instances, it shall be necessary for DHCD and Grantee to execute an amendment of this Agreement in accordance with Section 16:

(i) Grantee is proposing the addition or deletion of a Project activity or the alteration of existing approved Project activities;

(ii) Grantee is proposing that the Project activities be directed to an area other than the approved Project location specified in Exhibit A;

(iii) Grantee is proposing an extension of the Grant Period set forth in Section 6(b) of this Agreement; or

(iv) Grantee is proposing a budget revision resulting in a transfer in the Project Budget (Exhibit B) of more than 10% of the CDBG Grant between identified CDBG funded activities.

d. The Grantee shall ensure that all necessary approvals for the commencement of Project activities have been obtained including all applicable permits and licenses.

e. The Grantee shall endeavor to obtain all certifications, licenses, permits and approvals, and shall otherwise endeavor to satisfy all requirements necessary to operate the Project.

7. Progress of the Project. If the Project is not progressing in a manner satisfactory to DHCD, or the Grantee has violated a provision of this Agreement, prior to declaring a default, DHCD may

require the Grantee and/or any Subrecipient, Developer or Business to accept technical assistance DHCD feels is necessary for the Project to proceed in a manner acceptable to DHCD.

8. Disbursement of Grant Funds.

a. After the effective date of this Agreement as defined in Section 20(a), submission of any reports required prior to disbursement as set forth in Exhibit D, and upon the satisfaction of any special conditions to the disbursement of CDBG Grant funds contained in Exhibit A, DHCD will disburse CDBG Grant funds to the Grantee upon DHCD's approval of a properly completed request for payment form signed by two authorized representatives of the Grantee.

b. Requests for payment may seek funds to pay for projected costs anticipated to be incurred as well as costs actually incurred. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for payment.

c. Payment procedures are explained in Exhibit F (Maryland CDBG Grant Payment Procedures), the CDBG Guidebook, and the CDBG Monitoring Handbook which has been or will be provided to the Grantee. Information found in Exhibit F will always contain the most current information and instructions to be used by a Grantee.

d. DHCD has the right to withhold disbursement of CDBG Grant funds if at any time DHCD has cause to determine that the Grantee is not performing or completing the Project in accordance with the terms of this Agreement.

e. In the event that the Grantee has an approved Program Income Re-Use Plan and receives "Program Income" from previously funded CDBG Grants prior to the expiration of the grant agreement, those funds must be expended on Grant activities prior to the Grantee requesting additional funding from DHCD. "Program Income" means any income derived from the use of CDBG funds.

9. Records and Reports.

a. Grantee shall maintain accurate financial and management records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of CDBG Grant funds and administration of the Project. Grantee shall make these records, administrative offices and personnel, whether full-time, part-time consultants or volunteers, available to DHCD upon request. The Grantee shall retain said records for 5 years after the closeout date of the State's grant by HUD.

During the term of this Agreement as defined in Section 21, DHCD will monitor the Project to ensure that it is being undertaken or has been completed in accordance with the terms of this Agreement. In addition, the Grantee shall monitor the Project in accordance with the requirements of DHCD and all applicable federal and State requirements.

b. Grantee shall provide DHCD with the records, reports and other documentation outlined in Exhibits A and D, the CDBG Guidebook, the CDBG Monitoring Handbook, and any additional reports as may be required by DHCD.

10. Default and Remedies.

a. A default shall consist of the breach of any of Grantee's covenants, agreements or certifications in this Agreement, including failure to satisfy the National Objective, or the expenditure of CDBG Grant funds for any use other than for the purposes itemized in the Project Budget shown in Exhibit B or in an unauthorized manner.

b. Upon the occurrence of any default, DHCD shall have the right to terminate this Agreement by written notice to the Grantee. Grantee shall have 30 days from the date DHCD's notice was postmarked to cure the default. After the conclusion of this 30 day period, if Grantee has not cured or commenced curing the default to the satisfaction of DHCD, DHCD may at its option immediately terminate this Agreement. In the event of termination by DHCD:

(i) The Grantee's authority to request a disbursement shall cease and the Grantee shall have no right, title or interest in or to any of the CDBG Grant funds not disbursed;

(ii) DHCD may demand repayment from the Grantee of any amounts DHCD determines were not expended in accordance with this Agreement; and

c. In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

11. Indemnification. Grantee releases DHCD from, agrees that DHCD shall not have any liability for, and agrees to protect, indemnify and save harmless DHCD from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including reasonable attorney's fees, incurred by or asserted or imposed against DHCD as a result of or in connection with the Project. All money expended by DHCD as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Grantee to DHCD.

12. Conflicts of Interest. Except for approved eligible administrative and personnel costs shown in the Project Budget, none of the Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Project, and no other public official of the Grantee or such authority or authorities who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project at any time during or after such person's tenure.

13. Applicability to Subrecipients, Developers, Businesses, Contractors and Borrowers. Where performance of the Project is to be carried out by any subrecipient, developer, business, contractor or borrower of the Grantee, the provisions of this Agreement shall be made binding on such subrecipient, developer, contractor or borrower by the Grantee. This shall be accomplished by a written agreement or contract between the Grantee and any subrecipient, developer, business, contractor or borrower, which shall include, among other things, the certifications set forth in Exhibit E-2 where the amount a subrecipient, business, contractor or borrower receives exceeds \$100,000. Where the term "Grantee" appears in this Agreement it shall be interpreted to include any subrecipient, developer, business, contractor or borrower of the Grantee. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement and for any resolution of findings, concerns or issues including those resulting in repayment.

14. Use of CDBG Grant to Make Loans. Where all or any portion of the CDBG Grant funds are used to make loans to eligible recipients, if this Agreement is terminated, or if there is a finding by DHCD of deficient performance or inadequate management capacity of the Grantee, DHCD shall have the right to require that any recipient of a loan which is comprised of proceeds of the CDBG Grant shall make all remaining principal and interest payments directly to the DHCD and that DHCD shall be entitled to all rights and remedies under any loan documents between the Grantee and a loan recipient. Grantee shall endeavor to include in all loan documents adequate provisions which permit DHCD to take the action described in this Section 14, unless otherwise agreed upon by DHCD. Such provisions shall be subject to the prior approval of DHCD.

15. Program Director; Notices.

a. The Program Director of the Maryland CDBG Program shall serve as the representative of DHCD for this Agreement.

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

(i) Communications to DHCD shall be mailed to:

**CDBG Program Director
Division of Neighborhood Revitalization
Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706**

(ii) Communications to Grantee shall be mailed to the Chief Elected Official and to:

**Mike Clark
Executive Director
Department of Community Services
Queen Anne' County
P.O. Box 327
Centreville, MD 21617**

16. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by DHCD and the Grantee.

17. Assignment. This Agreement may not be assigned without the prior written approval of DHCD.

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

19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland.

20. Effective Date of Agreement and Date Upon Which Costs May Be Incurred.

a. Two original copies of this Agreement shall be presented to Grantee for acceptance and execution. After execution by Grantee, they will be executed and dated by DHCD. The effective date of this Agreement will be the date of DHCD's execution.

b. *No costs may be incurred until after the grantee has successfully completed an Environmental Review Record (ERR) and received a Release of Funds. This applies to both CDBG and non-CDBG funds.*

21. Term of Agreement. Unless sooner terminated pursuant to Section 10 of this Agreement or by the mutual consent of Grantee and DHCD, this Agreement shall remain in effect until Grantee's Project has been completed, the national objective has been met, the final amounts of the CDBG Grant have been disbursed, all reports and records due by the Grantee to DHCD have been submitted and approved by DHCD, the Project has been monitored and all findings, concerns and/or issues have been successfully resolved, and DHCD has issued an official letter closing the grant.

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

23. Delay Does Not Constitute Waiver. No failure or delay of DHCD to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude DHCD from exercising any such default or preclude DHCD from exercising any such right, power or remedy at any later time or times.

24. Lien. During the CDBG Term of Use as stipulated in Exhibit A, Grantee shall not, and shall not allow any subrecipient, developer, or business to (a) create, incur, assume or suffer to exist any mortgage, pledge, security interest, encumbrance, lien, charge, conditional sale or other

title retention agreement, or lien of any kind on property or improvements (or any part thereof or income therefrom) acquired or constructed/renovated with CDBG funds; or (b) make, create, permit or consent to any conveyance, sale, assignment or transfer of the property or improvements (or any part thereof) acquired or constructed/renovated with CDBG funds.

[Remainder of page intentionally left blank]

Witness our hands and seals.

ATTEST

**COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY**

(Typed Name and Title)

By: _____ (SEAL)
James J. Moran
President

WITNESS:

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**
A principal department of the State
of Maryland

By: _____ (SEAL)
Kenneth C. Holt
Secretary

EFFECTIVE DATE: _____

APPROVED:

By: _____
Carol Gilbert,
Assistant Secretary and Director,
Division of Neighborhood Revitalization

Approved for form and legal sufficiency this ___ day of _____, 2020.

Assistant Attorney General

- Exhibit A: Scope of Services and Special Terms and Conditions
- Exhibit B: Project Budget
- Exhibit C: Project Implementation Schedule
- Exhibit D: Grant Reporting Schedule and Monitoring Documentation Requirements
- Exhibit E: General Certification
- Exhibit E-1: Restrictions on the Award of Certain Contracts and Subcontracts to Foreign Countries
- Exhibit E-2: Certification for Grants in Excess of \$100,000
- Exhibit F: Grant Payment Procedures
- Exhibit G: Federal Award Information

EXHIBIT A

MARYLAND CDBG SFY 20 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds dated December 1, 2019.

GRANTEE: COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY

**PROJECT NAME
AND LOCATION:** HOUSING STUDY
Countywide, Queen Anne's County

**PROJECT
DESCRIPTION:** Funds will be used to conduct a housing study to assess housing needs for
low and moderate income persons.

**NATIONAL
OBJECTIVE:** Benefit to Low and Moderate Income Persons – Households

**ESTIMATED NUMBER
BENEFICIARIES:** 9,072 Households

**NUMBER LMI
BENEFICIARIES:** 9,072 Households

**% OF LMI
BENEFICIARIES:** 100%

SPECIAL TERMS AND CONDITIONS:

This section highlights Special Terms and Conditions specific to this grant and activities but does not identify all compliance regulations and requirements.

1. Records to be Maintained for National Objective of Benefit to Low and Moderate Persons Through Housing Activities:

For this study, the Grantee is not required to provide specific information as to the households served as no direct benefit will result from this grant.

2. Audit

The Grantee shall obtain the services of an independent, certified public accountant to perform an organizational-wide Single Audit of the Grantee in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found in 2 CFR Part 200 (the "Audit"). Copies of the Audit are due to the DEPARTMENT and to the CDBG PROGRAM DIRECTOR within 9 months after the end of the Grantee's fiscal year.

3. Environmental Review

The project funded with this grant is EXEMPT under the National Environmental Policy Act. The Grantee must complete the necessary action steps and submit a Request for Release of Funds to the CDBG Environmental Officer. The Grantee is reminded that no project costs (CDBG or other) can be incurred for the project prior to the receipt of a Release of Funds.

4. Financial Penalty - Environmental

The Environmental Review and Request for Release of Funds must be submitted for approval by DHCD within 75 days of the of the grant award date. Failure to do so will result in a 2% financial penalty of the grant award. The penalty will be assessed initially from administrative funds awarded. If no administrative funds were awarded, then project funds will be recaptured. The exception shall be for projects with issues identified through screening letters where the CDBG Environmental Officer has been notified in writing. Further delay in completing the Environmental Review and obtaining a Release of Funds could result in the termination of the grant.

5. Financial Penalty – Minimum Draw Requirement

The Grantee must request payment of a minimum of 5% of grant funds within 180 days of the grant award date. Failure to do so will result in a 2% penalty of the grant award each month until funds are drawn. The penalty will be assessed initially from administrative funds awarded. If no administrative funds were awarded, then project funds will be recaptured. Exceptions to this policy will be considered on a case by case basis if the grantee submits an exception request in writing to the Program Director at least two weeks prior to the due date.

6. **Recordkeeping**

The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

7. **Required Second Public Hearing**

Grantees are to conduct a second public hearing which must take place in conjunction with a regularly scheduled meeting of the elected public officials. The second hearing should provide a review of program performance and status of grant activities. It must be held prior to the grant end date. The notice of the hearing must be published in a local newspaper at least five (5) days prior to the hearing.

8. **Required Plans**

The Grantee must ensure that all required plans have been adopted or updated and maintained throughout the life of the grant.

9. **Procurement Policies**

The Grantee is to comply with the procurement processes identified in the *CDBG Financial and Procurement Manual*. The CDBG funded activities must be procured.

10. **Conflict of Interest Policy**

The Grantee must provide a copy of their Conflict of Interest Policy for review. If it is not found to be sufficient with standards found in 2 CFR Part 200, 24 CFR Part 570.489 and COMAR, the Grantee will be advised as to deficiencies and recommended changes.

11. **Debarment**

The Grantee must complete debarment checks on all non-construction contractors hired and paid with CDBG funds. Please retain completed forms in project files.

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT BUDGET

ACTIVITY	CDBG FUNDS	OTHER FUNDS	TOTAL COSTS	SOURCE OF OTHER FUNDS
1. Property Acquisition/Disposition				
2. Demolition/Clearance				
3. Relocation Assistance				
4. Public Services				
5. Public Facility				
6. Housing				
a. Renovations				
b. Project Administration				
7. Planning				
a. Planning	\$50,000		\$50,000	
c. Project Administration		\$5,000	\$5,000	County
d. General Administration				
TOTAL PROJECT COSTS	\$50,000	\$5,000	\$50,000	

EXHIBIT C

MARYLAND CDBG PROJECT IMPLEMENTATION SCHEDULE

Grant Approval
Date:

December 20, 2019

Environmental
Review:

To be completed and Release of Funds issued by April 5, 2020.*

Bidding/Award:

To be completed by May 2020

180 Day
Expenditure
Deadline:

A minimum of 5% of grant funds must be expended by
June 16, 2020

Grant End Date:

December 31, 2021

*Due to delays of award notification, the Grantee is provided an additional 30 days to complete and submit the Environmental Review Record.

EXHIBIT D

CDBG GRANT REPORTING SCHEDULE AND MONITORING DOCUMENTATION REQUIREMENTS

Reports and documents shall be submitted to the address shown in Section 16(b)(i) of the Agreement. Reports shall be submitted on any applicable forms provided by DHCD and contain any information specifically requested by the CDBG Program Director.

TYPE OF REPORT	DUE DATE
Request for Release of Funds and Certification of Environmental Review Procedures	Due within 75 days of grant award to Environmental Officer prior to incurring any project costs and commencement of activities
Notice of contract award pre-construction minutes, and date of construction start	To Labor Standards Officer within 14 days after each event
Semi-Annual Status Report	Due January 10 and July 10 for the preceding six months
Annual Single Audit Report	To Program Director within 9 months of the end of the grantee's fiscal year if applicable
Grantee Labor Standards Compliance Payroll Submission Form	To Project Manager within 2 weeks of receipt of first payrolls for each construction contract that includes Labor Standards

Documents to be in local files and available for review during grant monitoring includes but is not limited to:

- Citizen Participation Plan
- Residential Anti-Displacement and Relocation Assistance Plan
- Conflict of Interest Policy
- Personnel Policies
- Fair Housing and Equal Opportunity Plan
- Section 3 Plan
- Minority Business Plan
- Section 504 Self Evaluation

Additional documentation is identified in Exhibit A of the grant agreement, the CDBG Guidebook and the CDBG Monitoring Handbook which are provided to grantees.

EXHIBIT E

GENERAL CERTIFICATION

The Grantee certifies and agrees that:

- (1) The grant will be administered in accordance with the CDBG Citizen Participation Plan which was adopted by the elected officials of the jurisdiction prior to submission of an application for funding.
- (2) Its chief executive officer or other officer of applicant approved by the Department of Housing and Community Development:
 - (a) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1, which further the purposes of NEPA insofar as the provisions of such Federal law apply to the Maryland Community Development Block Grant Program; and
 - (b) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (3) It will comply with the regulations, policies, guidelines and requirements found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, as they relate to the application, acceptance, and use of Federal funds under this Part.
- (4) It will comply with:
 - (a) Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards;
 - (b) The provisions of the Davis-Bacon Act (40 U.S.C. 276a) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than eight units);
 - (c) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-333, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of eight in a calendar day or forty in a work-week, whichever is greater; and
 - (d) Federal Fair Labor Standards Act of 1938, 29 U.S.C. 201 *et seq.*, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
- (5) Assessment Provision

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) CDBG funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than CDBG funds; or

- (ii) for purposes of assessing any amount against properties owned and occupied by persons of low an moderate income who are not persons of very low income, the grantee certifies to the Secretary or such State, as the case may be, that it lacks sufficient funds received from CDBG Program to comply with the requirements of clause (i).
- (6) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with 2 CFR Part 200,
- (7) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the Requirements of the Americans With Disabilities Act. The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- (8) It will comply with the following fair housing and equal opportunity regulations and requirements:
- (a) Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1);
 - (b) Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended;
 - (c) Section 106 (d)(5)(B) of Title I of the Housing and Community Development Act of 1974, as amended;
 - (d) Executive Order 11259;
 - (e) Section 109 of Title I of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.601);
 - (f) Executive Order 11063 on equal opportunity;
 - (g) Executive Order 11246, as amended by Executive Order 13672;
 - (h) The Fair Housing Amendment Act of 1988;
 - (i) The Housing for Older Persons Act of 1995;
 - (j) The Age Discrimination Act of 1975;
 - (k) Section 504 of the Rehabilitation Act of 1973;
 - (l) The Americans with Disabilities Act of 1990;
 - (m) The Equal Employment Opportunity Act;
 - (n) The Immigration Reform and Control Act of 1986; and
 - (o) The Vietnam Era Veteran's Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002);
- (9) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, for projects with contracts for work in excess of \$100,000, to the greatest extent feasible, provide opportunities for training and employment to lower income residents of the county or award contracts to eligible business concerns which are located in, or owned in substantial part by, persons residing within the county of the grantee.
- (10) It will minimize displacement of persons and provide for services and benefits to any person or business involuntarily and permanently displaced as a result of activities associated with program funds as outlined in

the CDBG Residential Anti-Displacement and Relocation Assistance Plan which was adopted by the elected officials of the jurisdiction prior to submission of the application.

- (11) It will, in the event that displacement occurs as a part of a CDBG funded project, comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and HUD implementing instructions at 24 CFR Part 42.
- (12) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- (13) It will comply with the provisions of the Hatch Act of 1939 which limits the political activity of employees.
- (14) It will give State, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, paper, or documents related to the grant.
- (15) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communications from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (16) It will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any areas, that has been identified by the Federal Emergency Management Agency as being in a floodplain or in an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (17) It will in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1974 (16 U.S.C. 469-1, et seq.).
- (18) It will comply with:
 - (a) The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et seq.) and 24 CFR Part 58;
 - (b) Executive Order 11988, Floodplain Management;
 - (c) Executive Order 11990, Protection of Wetlands;
 - (d) The Endangered Species Act of 1973, as amended, (16 U.S.C. Section 1531 et seq.);
 - (e) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Section 661 et seq.);
 - (f) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C. Section 1271);
 - (g) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Section 300(f) et seq.);
 - (h) The Clean Air Act of 1970, as amended, (42 U.S.C. Section 7401 et seq.);
 - (i) The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C. Section 1251 et seq.);

- (j) The Clean Water Act of 1977, (Public Law 95-217); and
 - k) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.).
- (19) It will comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended (Title X of the Housing and Community Development Act of 1992) and the EPA's Lead-Based Paint Renovation, Repair and Painting Rule when rehabilitating houses or buildings for residential use.
- (20) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

Revised 9/17

EXHIBIT E-1

RESTRICTIONS ON THE AWARD OF CERTAIN CONTRACTS AND SUBCONTRACTS TO FOREIGN COUNTRIES

If the Project constitutes a Public Building or Public Work Project, as those terms are defined in this Exhibit E-1, and pursuant to Section 109 of Public Law 100-202, the Joint Resolution making Further Continuing Appropriations in Fiscal Year 1988 (the "Appropriations Act"). Grantee hereby covenants and agrees as follows:

1. It shall not enter into any contract with a contractor or subcontractor of a country listed by the United States Trade Representatives (the "USTR") in the Federal Register on December 30, 1987, 53 FR 49255, for the construction, alteration, or repair of any Public Building or Public Work Project or any contract for architectural, engineering or other service directly related to the preparation for or performance of the construction, alteration, or repair of any Public Building or Public Work Project in the United States or possession of the United States.
2. Grantee shall not use any product in the construction, alteration or repair of any Public Building or Public Work Project in the United States, including permanently affixed equipment, instruments, utilities, electronic and other devices, but not including vehicles or construction equipment, if more than 50% of the total cost of the product is allocable to production or manufacture in a country listed by USTR.
3. A "Public Building" means a building for which construction, completion, rehabilitation or repair is carried on directly by authority of United States Department of Housing and Urban Development ("HUD") where the building is or will be publicly owned or operated and is intended to serve the interest of the general public.
4. A "Public Work Project" means construction activity, including construction, completing rehabilitation or repair of publicly owned or operated improvements such as bridges, dams, parks, streets, sidewalks, curbs, gutters, parking facilities, tunnels, sewers, mains, powerlines, pumping stations, airports, terminals, docks, piers, wharves, ways, levees, canals, dredging, shoring, rehabilitation or reactivation of public buildings, excavating, clearing, and landscaping, where the work performed is for an improvement intended to serve the interest of the general public. For the purposes of this definition, construction activity does not include manufacturing, furnishing of material, or servicing and maintenance work.
5. The Grantee shall include the following provisions in any material it uses to solicit bids or request proposals related to the construction, alteration or repair of the Project:

(a) Definitions.

"Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

- (1) If 50 percent or more of the contractor or subcontractor is owned by a citizen or a national of the foreign country;
- (2) If the title to 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;

- (3) If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
- (4) In the case of a partnership, if any general partner is a citizen of the foreign country;
- (5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
- (6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product", as used in this clause, means construction materials-i.e., articles, materials, and supplies brought to the construction site for incorporation into the Public Works Project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the Grantee will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

- (b) Certification. Except as provided in paragraph (c) of this provision, by submission of its bid or proposal, the offeror certifies that it:
 - (1) Is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (h) of this provision);
 - (2) Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; and
 - (3) Will not provide any product of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- (c) Inability to certify. An offeror unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.
- (d) Applicability of 18 U.S.C. 1001. The certification in paragraph (b) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, U.S.C. 1001.
- (e) Notice. The offeror shall provide immediate written notice to the Contracting Officer if, at any time before the contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (f) Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a offeror:
 - (1) Who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR;
 - (2) Whose subcontractors are owned or controlled by citizens or nationals of a foreign country on the USTR list; or
 - (3) Who incorporates any product of a foreign country on the USTR list in the public works project.
- (g) Recordkeeping. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (b) of this provision. The knowledge and information of an offer or is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (h) USTR list. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country - Japan. The USTR can add countries to the list, and remove countries from it, in accordance with Section 109(c) of Publication L. 100-202."

6. The Grantee shall include the following provisions in any contract for the construction, alteration or repair of the Project:

(a) Definitions.

"Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

- (1) If 50 percent or more of the contractor or subcontractor is owned by a citizen or a national of the foreign country;
- (2) If the title to 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;
- (3) If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
- (4) In the case of a partnership, if any general partner is a citizen of the foreign country;
- (5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

- (6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product", as used in this clause, means construction materials-i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the Grantee, will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in Section 109(c) of Pub. L 100-202.

- (b) Certification. The contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such contractor has knowledge that the certification is erroneous.
- (c) Subcontracts. The contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (c) shall also be incorporated in all subcontracts.

Exhibit E-2

FOR CDBG GRANTS IN EXCESS OF \$100,000

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Grantee shall require that the language of this certification be included in the agreements between the Grantee and a subrecipient, contractor, or borrower where the amount a subrecipient, contractor, or borrower receives exceeds \$100,000 and the subrecipient, contractor, or borrower shall certify and disclose accordingly.

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

EXHIBIT F

GRANT PAYMENT PROCEDURES

PART I. INTRODUCTION

1. PURPOSE - The Grant Payment procedures outlined herein are designed to expedite the transfer of Maryland Community Development Block Grant (CDBG) funds from the State of Maryland Department of Housing and Community Development (DHCD) to an approved grantee.
2. OUTLINE OF SYSTEM - The following is an outline of the procedures necessary to process a CDBG grant payment request under the State of Maryland's CDBG Program.
 - a. The State of Maryland makes a determination that a local government will receive funds from the Maryland CDBG Program and announces the award. The Maryland CDBG Program in the Division of Neighborhood Revitalization of DHCD sends the local government two copies of the Grant Agreement, which includes Grant Payment Procedures (Exhibit F), Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) and the Authorized Signatures Form (Exhibit 2).
 - b. The grantee executes both of the Grant Agreements which includes required grant payment procedures and forms. The grant agreement and all forms are returned to the Maryland CDBG Director, Division of Neighborhood Revitalization, DHCD, 7800 Harkins Road, Lanham, MD 20706. The grant agreement should be sent back immediately upon signing but the required grant payment forms (Exhibits 1 & 2) can be signed and returned at a later date if need be. The forms must be submitted prior to first request for payment. *NOTE: The legal name of the Grantee should appear on all forms and accounts as it is listed in the CDBG Grant Agreement.*
 - c. The Maryland CDBG Program approves the completed forms and the Grantee's account in the amount of its CDBG award is established in the State's STARS financial management system.
 - d. The Maryland CDBG Program furnishes the grantee a copy of Request for Payment Form (Exhibit 3).
 - e. Following the effective date of the Grant Agreement and the completion of the Environmental Review Record which results in the Grantee receiving a completed Notice of Release of Funds Form (Exhibit 4), the Grantee may request funds by submitting a completed Request for Payment Form (Exhibit 3) and the Expenditure Tracking Form (Exhibit 3A) to the Maryland CDBG Program in order to meet the Grantees' current cash disbursement needs.
 - f. The Maryland CDBG Program will review Grantee's Request for Payment to:
 - verify authorized signatures;
 - verify mathematical computations;
 - for appropriate activities, verify that the environmental clearance has been obtained and the Release of Funds has been issued;
 - verify that sufficient grant funds are available;
 - verify that request will not exceed amount budgeted for the appropriate project activity;
 - determine that other applicable special conditions have been met; and
 - verify that the assigned CDBG Project Manager has not put a hold on grant payments.
 - g. The Maryland CDBG Program then forwards approved Requests for Payment to the Department's Finance Division which processes and submits to the Comptroller's Office for payment.

- h. The State Treasurer's Office disburses the grant payment and electronically transfers funds directly to the Grantee's designated depository for credit to its account.

PART II. POLICY

1. Grant payments cannot be made for any grant until the following actions occur: (a) the Grant Agreement is executed by all parties; (b) the CDBG Program receives and approves the Grantee's certification of completion of the environmental review process; (c) the CDBG Program removes grant conditions and issues a release of funds and (d) the CDBG Program has determined that all other possible conditions have been met.
2. The Request for Payment form (Exhibit 3) must be accurately completed or it will not be processed. If there are questions, please contact your CDBG Project Manager prior to submitting the request.
3. It can take up to thirty days to receive the CDBG grant funds once the request is submitted. The payment will be electronically transferred by the Treasurer's Office following receipt and approval of a completed Request for Payment form (Exhibit 3) by the Maryland CDBG Program and DHCD Finance Division.
4. A Grantee may request a payment from DHCD as often as needed. With the exception of the final payment, the minimum amount that may be requested is \$5,000.
5. The Grantee will indicate on the Request for Payment (Exhibit 3) as to whether it is using an "advance" or "reimbursement" system. The Grantee should attempt to use the same system throughout grant implementation.

ADVANCE SYSTEM - An advance is a payment made to a Grantee upon its request before cash outlays are made by the Grantee. The Grantee is required to establish a separate, non-interest bearing depository account in a financial institution insured by FDIC or FSLIC. When funds are received in the Grantee's primary bank account, they must be moved to this separate account. Funds must be expended within five business days from the date received in the Grantee's primary bank account via the wire transfer.

REIMBURSEMENT SYSTEM - A reimbursement is a payment made to a grantee upon request after cash outlays have been made by the Grantee.

6. A Grantee that invoices on a reimbursement basis exclusively may earn interest on its depository account.
7. In the event that interest is earned on CDBG monies requested on an advance basis, they will be collected by the Maryland CDBG Program and returned to the U.S. Treasury.
8. A Grantee that submits a request for payment on an advanced basis may keep up to \$5,000 on-hand. Additional requests should be in an amount to meet current disbursement needs (defined as the funds to be expended within five working days of receipt). Grantees that request payment on a reimbursement basis are not subject to the five working day rule. All grant funds must be expended from grantee's account by the grant end date and any funds remaining on-hand will be recaptured.
9. Grantees that have approved CDBG Program Income Re-Use Plans for previous awards may receive Program Income. If the Program Income is received from an older grant for an activity such as housing rehabilitation, it is to be used before the Grantee can request grant funds from a current award for housing rehabilitation. The use of Program Income is to be reported in the Semi-Annual report for the current award. IF Program Income is received as a result of previous awards without Re-Use Plans or if they no longer operate the activities that had been approved, the Grantee is to contact their Program Manager to discuss further.

PART III. GRANTEE REQUIREMENTS

1. DESIGNATION OF DEPOSITORY - State of Maryland funds will be electronically transferred directly to the depository designated and authorized by the Grantee for credit to the Grantee's bank account. The Grantee shall complete the Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) and the Authorized Signatures Form (Exhibit 2).

After the forms are completed by the Grantee, they are to be sent to the Maryland CDBG Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. The Grantee shall retain a copy for your file. The Grantee shall execute a new Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) whenever changes in the depository are made.

2. AUTHORIZED SIGNATURE FORM – The form for Authorized Signatures for Request for Payment on CDBG Account (Exhibit 2), must contain signatures identical to the typed names of the individuals authorized by the Grantee to co-sign the Request for Payment. At least two persons must be identified but it is strongly recommended that the Grantee identify at least four persons. The written and typed names must be identical on each form. The Grantee shall submit an original form to the Maryland CDBG Program at the address listed above and retain one set for local files. The person certifying the authorized signatures can not be listed as an authorized signature.

When the Grantee submits a Request for Payment, the Maryland CDBG Program will accept only the signatures of persons named on the current signature form on file. New signature forms are to be submitted whenever there is a change, including additions or deletions, of the persons authorized to sign a Request for Payment. A change in the title or position of a person so authorized does not require another signature form if the person's authority to sign a Request for Payment remains unchanged.

3. REQUEST FOR PAYMENT FORM - The Grantee shall execute one original of Request for Payment Form (Exhibit 3) each time it is determined that funds are required to meet current or anticipated disbursement needs.

The executed original form shall be mailed to the Maryland CDBG Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. A copy is to be retained by the Grantee for its records.

4. EXPENDITURE FORM – The Grantee is required to submit form Exhibit 3A - Expenditure Tracking Form when they submit each Request for Payment Form. This form is required at this stage rather than actual copies of bills to identify the specific expenses to be paid with the CDBG funds unless requested by the Project Manager. Note that specific vendors who were paid or will be paid with CDBG funds are to be identified. The Grantee is not to identify themselves or the subrecipient, developer or business as a vendor.
5. EXPENDITURE TRACKING FORM – LOCAL USE – The Grantee is required to use and maintain form Exhibit 3B – Expenditure Tracking Form – Local Use. The purpose of this form, when completed, will assist the State in monitoring the grant and to assist the Grantee with tracking expenditures.

Revised: 8/19

EXHIBIT 1

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Comptroller of Maryland

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Please Type or Print

Grantee Information
(Grantee must use legal name as listed in CDBG Grant Agreement)

Name of Project: Housing Study
Project #: MD-20-CD-4
Date: _____
Grantee Identification Information (Address to be used in case of default to check):
Grantee Name: County Commissioners of Queen Anne's County
Address: 107 N. Liberty St.
City: Centreville State: Maryland Zip: 21617
Taxpayer Federal Employer Identification Number: 52-1011271
Contact information: name, title, email and phone number including area code:
Michael R. Clark, Chief of Housing & Family Services
410-758-6677 x 2160 mclark@qac.org

Depository Bank or Credit Union Information

Name: Shore United Bank
Contact Name: Celynda Frank Phone number: 410 758 1600
ABA (routing) number: 052 100 932
Account Number: 0001292001
Account Type: Checking Saving
Format Desired, Check one:
 CCD+ (gives Standard description line: "State of Maryland")
 CTX* (multiple detail lines) EDI* (full detail)
* Note- There may be a charge to you by your bank with this format. You must contact your bank to receive this format.
Signature/Title of Bank Official: [Signature] Branch Manager Date: 1/28/2020

I am authorized by * Queen Anne's County Commissioners (print name of Grantee) to make the representations contained in this paragraph. Grantee authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Grantee agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Grantee agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Grantee's account. Grantee agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of Grantee: Jeffrey Rank, Chief Treasury Officer 1/28/20

Signature and title of chief elected official, controller or chief financial officer and date.

EXHIBIT 2

**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AUTHORIZED SIGNATURES FOR CDBG REQUESTS FOR PAYMENT**

1. Name and Address of Grantee: Queen Anne's County Commissioners
107 North Liberty Street
Centreville, MD 21617

2. Grant Agreement Number MD-20-CD-4

3. The individuals named below are authorized to sign Requests for Payment

TYPE NAME	TITLE	SIGNATURE EXACTLY AS IT APPEARS IN TYPED FORM
<u>James J. Moran, President</u>	<u>Commissioner</u>	_____
<u>Jack N. Wilson, District 1</u>	<u>Commissioner</u>	_____
<u>Stephen Wilson, District 2</u>	<u>Commissioner</u>	_____
<u>Philip L. Dumenil, District 3</u>	<u>Commissioner</u>	_____
<u>Christopher M Corchiarino, District 4</u>	<u>Commissioner</u>	_____

5. Certification

I certify that the signatures above are of the individuals authorized to co-sign Requests for Payment for CDBG funds on behalf of the identified grantee. I further understand that, as the person certifying, I am not eligible to sign Requests for Payment.

Date

Title

Signature

EXHIBIT 3

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM REQUEST FOR PAYMENT

SECTION I: REQUEST FOR PAYMENT

GRANT AGREEMENT NUMBER	PAYMENT SYSTEM	REQUEST NUMBER	AMOUNT REQUESTED
MD-	<input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT		
GRANTEE NAME AND ADDRESS <small>(Use legal name as listed in CDBG Grant Agreement)</small>		NAME & TELEPHONE NUMBER OF GRANTEE CONTACT PERSON	FEDERAL ID NUMBER

DEPOSITORY BANK AND ACCOUNT NUMBER

SECTION II: USE OF FUNDS (CDBG FUNDS ONLY)

BUDGET ACTIVITY LINE	TOTAL CDBG BUDGET AMOUNT(S)	REQUESTED AMOUNT

SECTION III: CERTIFICATION BY GRANTEE

We certify that this request in accordance with the terms and conditions of the grant agreement with the Maryland Department of Housing and Community Development and the amount requested accurately reflects the expenses, as reported on this request, and that the amount is supported by documentation in our files.

AUTHORIZED SIGNATURE	TITLE	DATE
AUTHORIZED SIGNATURE	TITLE	DATE

SECTION IV: STATE USE

DATE RECEIVED	AMOUNT APPROVED	PAYMENT REVIEWED BY	PAYMENT APPROVED BY	APPROPRIATION CODE

Was Exhibit 3A – Expenditure Tracking Form included with payment request?

If no, please obtain prior to processing.

EXHIBIT 3A

**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
EXPENDITURE TRACKING FORM**

Grant #: _____

Payment Request #: _____ Amount Requested: _____

*For this payment request, please identify the specific expenses to be paid with the CDBG funds.
Please attach copy of form to your payment request and retain copy in your grant financial files.*

Amount Requested	Activity Line Item #	Specific Use	To Be Paid To: (Identify Specific Vendors)

STATUS OF FUNDS (CDBG FUNDS ONLY)

Total Grant Payment Received to Date \$ _____

Total Disbursements to Date \$ _____

EXHIBIT 4

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM NOTICE OF REMOVAL OF GRANT CONDITIONS AND RELEASE OF FUNDS

(ACTUAL DOCUMENT WILL BE COMPLETED AND RETURNED TO GRANTEE WHEN ISSUED BY STATE)

(Pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974)

TO: (Name and Title of Chief Executive Officer of Grantee)	ADDRESS AND ZIP CODE OF GRANTEE
PROJECT NAME	LOCATION (CITY, COUNTY, MARYLAND)

On _____, this office received your request of Funds and Certification pertaining to the above project.

- No objections to your certification of and Exempt status for your project have been received. No waiting period is required.
- No objections to the release of such funds or to the Certification have been received within the prescribed waiting period.
- All objections to the release of such funds and to the Certification have been received by DHCD within the prescribed waiting period have been considered by DHCD.

Any and all conditions in the Grant Agreement for Grant No. _____, authorized by DHCD on _____ respecting said project and funding thereof, to the extent the same are based upon the pendency of environment review and clearance, are hereby removed.

This notice constituted your authority to use funds in the amount not to exceed \$ _____ granted to you under Title I of the Housing and Community Development Act of 1974 for the above project.

TYPE NAME AND TITLE OF AUTHORIZING OFFICIAL	SIGNATURE OF AUTHORIZING OFFICER	DATE

EXHIBIT G

FEDERAL AWARD INFORMATION

(i)	Community Development Block Grant	
(ii)	Name of Federal Awarding Agency	U.S. Department of Housing and Urban Development
(iii)	Catalog of Federal Assistance Number	14.228
(iv)	Federal Program Year	2019
(v)	Start Date of Federal Program Year for Program	July 1, 2019
(vi)	Total Amount of Federal Award for Program Year	\$7,780,502
(vii)	Federal Award Identification Number (FAIN)	B-19-DC-24-0001
(viii)	DHCD Unique Entity Identifier	028492598
(ix)	Grantee Name	County Commissioners of Queen Anne's County
(x)	Grantee Unique Entity Identifier/DUNS Number	079675152
(xi)	Grantee Federal Identification Number	52-1011271
(xii)	Date of Award to Grantee	December 20, 2019
(xiii)	Amount of Federal Fiscal Year 2019 Funds Obligated/Committed by this Agreement to the Grantee by DHCD	\$50,000
(xiv)	Total Amount of Federal Fiscal Year 2019 Funds Obligated/Committed to the Grantee by DHCD to date (Including the current Obligation) for Federal Fiscal Year	\$50,000



Queen
Anne's
County

Community Partnerships for Children and Families
Local Management Board
104 Powell Street
Centreville, MD 21617

Telephone: 410) 758-6677
Fax: (410) 758-6904
E-mail: qalmb@qac.org

County Commissioners:

James J. Moran, At Large
Jack N. Wilson, Jr., District 1
Stephen Wilson, District 2
Philip L. Dumenil, District 3
Christopher M. Corchiarino, District 4

Action Item

January 30, 2020

The Honorable Board of County Commissioners
Queen Anne's County
107 North Liberty Street
Centreville, Maryland 21617

Dear Commissioners:

The Board members of the Queen Anne's County Community Partnerships for Children and Families, our Local Management Board, respectfully submits the following candidate for nomination to the Board as a student member.

- Alana Ellis, Student Member

I respectfully request that you make and approve the following motion:

- **I move to accept the nomination of Alana Ellis to the Board of the Queen Anne's County Community Partnerships for Children and Families to serve the remainder of a three year term ending on June 30, 2022.**

We appreciate the Commission's ongoing support and enthusiasm for what we do for children and families in this Community.

Sincerely,

Mary Ann Thompson
Board President

Interoffice Mail

CC: Todd Mohn, County Administrator
Margie Houck, Executive Assistant to the Commission
Board Members



CC-18

Date 1/22/2020

QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY 2020

Description of expenditure/revenue accounts to increase/(decrease):				Fund	Account Code Activity Account Project	Increase (Decrease) Amount
Increase	Aging - Capital Grant	Federal Grant		657	657090 32710	7,840
Increase	Aging - Capital Grant	State Grant		657	657090 33790	10,160
Net increase in revenue						18,000
Increase	Aging - Capital Grant	Repairs		657	657090 6315	18,000
Net increase in expenditures						18,000

Justification: Department of Aging Preventative maintenance grant came in at \$18,000 more than was budgeted. This is to adjust the Federal DOT Capital Grant by \$7,840 to match the total Grant award of \$33,320.00 and the adjust the state DOT Capital Grant by \$10,160 to match the total Grant award of \$43,180.00.

No additional County Funds Needed

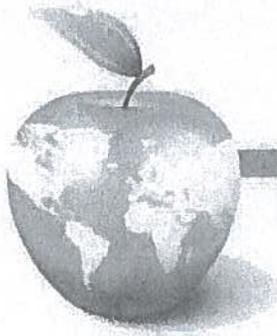
NI
1/29/20

Requester printed Department: Catherine R. Willis, LMSW, Director, Dept of Comm Services

Requester signature & date: *Catherine R. Willis, LMSW, Director*

Finance Director signature & date: *JUNIA D. GUNN 2/4/201-2320*

Approval & date: _____



Queen Anne's County Public Schools

Preparing World-Class Students Through Everyday Excellence

January 28, 2020

Mr. James Moran, President
Queen Anne's County Commissioners
The Liberty Building
107 North Liberty Street
Centreville, MD 21617

Dear Mr. Moran,

The Queen Anne's County Public Schools (QACPS) have several FY18 Capital Projects that can be closed, yet have remaining balances of unspent funds. As these projects (listed below) were originally allocated for Board of Education projects, we respectfully request that QACPS be allowed to transfer the remaining funds to a current, open Capital Project, namely Custodial Equipment. For FY2020, QACPS' request for Custodial Equipment was not funded, thereby delaying much needed replacement equipment. Also, our schools and facilities have seen an increase of OSHA inspections and we have determined that most of our ladders in all of the schools are either beyond repair or do not meet minimum weight requirements.

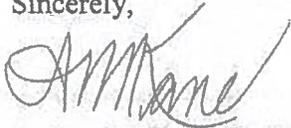
Project Number	Project Description	Amount Available
700253	RELOCATABLES	\$1,075.65
700265	BOE SECURITY UPGRADES	\$19,800.17
700267	BOE GENERAL BLDG IMPROVEMENT	\$7,094.76
700269	CHURCH HILL ELEM ROOF	\$500.00
		\$28,470.58

If this request is approved, QACPS will purchase the following items:

Item	Quantity	Unit Cost	Total Cost
Louisville Ladder FS1504 Type IA	8	\$60.00	\$480.00
Louisville Ladder FS1506 Type IA	30	\$100.00	\$3,000.00
Louisville Ladder FS1508 Type IA	22	\$135.00	\$2,970.00
Louisville Ladder FS1510 Type IA	20	\$170.00	\$3,400.00
Louisville Ladder FS1512 Type IA	4	\$200.00	\$800.00
Proguard Wet/Dry Vacuum 20 Gallon	6	\$707.75	\$4,246.50
ProTeam Vacuum Upright 1500XP	5	\$405.90	\$2,029.50
Tennant FM-20-SS Low Speed Buffer	6	\$768.05	\$4,608.30
Square Scrub Doodle Scrubber	6	\$1,115.00	\$6,690.00
			\$28,224.30

Thank you for your consideration in approving this request. If you need further information, please contact Mr. Sidney Pinder, Chief Operating Officer.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrea M. Kane". The signature is fluid and cursive, with the first name "Andrea" being the most prominent part.

Andrea M. Kane, Ph.D.
Superintendent

cc: Ms. Tamera Harper
Board of Education Members
Mr. Sidney Pinder
Ms. Carla Pullen
Mr. John Pfister

**QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY2020**

Description of expenditure/revenue accounts to increase/(decrease):			Fund	Project	Account	Increase (Decrease) Amount
Project 700253 - Relocatables						
decrease	BOE - Relocatables	Transfer in	410	700253	39910	\$ (1,075)
decrease	BOE - Relocatables	Allocation/Component Unit	410	700253	8821	\$ (1,075)
Project 700265 - Security Upgrades						
decrease	BOE - Security Upgrades	FY16 Prior Yr Fund Balance	410	700265	39936	\$ (13,141)
decrease	BOE - Security Upgrades	FY15 Prior Yr Fund Balance	410	700265	39935	\$ (6,659)
Total Revenue Decrease						\$ (19,800)
decrease	BOE - Security Upgrades	Allocation/Component Unit	410	700265	8821	\$ (19,800)
Project 700267 - General Building Improvement						
decrease	BOE - General Bldg Improvement	Proceeds of 2017 Bonds	410	700267	39717	\$ (7,094)
decrease	BOE - General Bldg Improvement	Allocation/Component Unit	410	700267	8821	\$ (7,094)
Project 700269 - Church Hill Elementary Roof						
decrease	BOE - Church Hill Elementary Roof	Proceeds of 2017 Bonds	410	700269	39717	\$ (500)
decrease	BOE - Church Hill Elementary Roof	Allocation/Component Unit	410	700269	8821	\$ (500)
Project 700297 - Custodial Equipment						
increase	BOE - Custodial Equipment	Transfer in	410	700297	39910	\$ 1,075
increase	BOE - Custodial Equipment	FY16 Prior Yr Fund Balance	410	700297	39936	\$ 13,141
increase	BOE - Custodial Equipment	FY15 Prior Yr Fund Balance	410	700297	39935	\$ 6,659
increase	BOE - Custodial Equipment	Proceeds of 2017 Bonds	410	700297	39717	\$ 7,594
Total Revenue Increase						\$ 28,469
increase	BOE - Custodial Equipment	Allocation/Component Unit	410	700297	8821	\$ 28,469

Justification:

This amendment addresses a transfer of unspent Board of Education funds. Per the letter from Superintendent Andrea Kane dated January 28, 2020, Queen Anne's County Public Schools requested that unspent funds from various FY18 capital projects be transferred to Project 700297 - Custodial Equipment. This amendment establishes budget authority in the amount of \$28,469 under Project 700297.

No additional County funds are being requested.

*MM
2/4/20*

Requester printed Department: Karen Rodgers for Finance Office

Requester signature & date: Karen Rodgers 2/4/20

Finance Director signature & date: Julia A. Egan 2/5/20

Approval & date: _____



Queen Anne's County Public Schools

Preparing World-Class Students Through Everyday Excellence

202 Chesterfield Avenue

Centreville, MD 21617

410-758-2403

www.qacps.org

January 17, 2020

Queen Anne's County Commissioners
107 N. Liberty Street
Centreville, MD 21617

Dear Mr. Jim Moran,

First and foremost, thank you for your participation last year in our QACPS Awards Gala. Your generosity helped to ensure the success of this event. It was an amazing evening that highlighted many worthy employees.

Queen Anne's County Public Schools (QACPS) will host its 17th Annual Awards Gala on April 3, 2020, at the Chesapeake Bay Beach Club. This event celebrates the finalists for Teacher of the Year (TOY) and outstanding accomplishments of twelve (12) support employees. This event is a highlight of our school system in which the spotlight shines on our dedicated QACPS employees. The evening culminates with the announcement of our 2020-2021 Teacher of the Year.

Much of the success for this event comes from THE SUPPORT OF our sponsors. Your generous contribution will ensure we have great awards for every honoree. Please make this event a success by being a sponsor.

- ★ Platinum Sponsor - Donation of \$1,000 or more
- ★ Gold Sponsor - Donation of \$500 - \$999
- ★ Silver Sponsor - Donation of \$200 - \$499
- ★ Bronze Sponsor - Donation of \$100 - \$199
- ★ Supporting Sponsor - Donation of up to \$99

Sponsorships may be in the form of checks, gift cards, goods, or services and are tax deductible. All proceeds from sponsorships will directly benefit the honorees. Please see the enclosed sponsorship form for details. We ask that all donations and gifts be sent to the QACPS by March 13, 2020.

We are proud of our great teachers and employees who all work together to educate and inspire QACPS's almost 7,800 students. We are grateful for our community partners who work with us in recognizing these amazing individuals through your generous support.

Sincerely,

Andrea M. Kane, Ph.D.
Superintendent of Schools



QACPS Annual Awards Gala Sponsorship

Join Us in Honoring the Best and Brightest of
Queen Anne's County Public School System Employees

As a sponsor, you will receive the following:

Sponsor Level	Lunch with the Superintendent	Logo/ Sponsor Level Displayed at Entrance to Event & Recognition Plaque	Company Logo Showcased on www.qacps.org as a Sponsor	Logo Included on all Event Advertising and Printed Materials	Recognition During the Event Presentations
Platinum	★	★	★	★	★
Gold		★	★	★	★
Silver			★	★	★
Bronze				★	★
Supporting					★

Please accept my sponsorship as a sponsor at the following level:

Platinum Gold Silver Bronze Supporting

Please accept my sponsorship in the form of:

Check in the amount of \$ _____

Gift card(s) totaling \$ _____

Other valued at \$ _____

Description: _____

Your Name:

Phone Number:

Company Name:

Email Address:

Please forward company logo to: elizabeth.andrews@qacps.org by March 6, 2020 to ensure inclusion in printed material.

If you are interested in sponsoring a particular award, please indicate by checking the appropriate box below.

Teacher of the Year

Outstanding Bus Driver

Community Volunteer of the Year

Outstanding Leadership Award

Outstanding Operational Employee

Secretary of the Year

Outstanding Student Services Award

TOY Finalists

Coach/Advisor of the Year

Outstanding Educational Specialist

Outstanding New Teacher

Para-Educator of the Year

Sodexo Employee of the Year

Outstanding Support Employee

Please return this completed form and your donation to:

QACPS - Attn: Mrs. Andrews
202 Chesterfield Ave.
Centreville, MD 21617

Or contact Mrs. Andrews at 410-758-2403 x121 or Mrs. Wolff at x 137 to arrange pick-up or if you have questions.

DONATIONS MUST BE RECEIVED BY MARCH 13, 2020



Proclamation

20-11

WHEREAS, Queen Anne's County was declared a "Character Counts! Community, and all citizens have been called upon to embrace the "Six Pillars of Character" and incorporate and model them in their daily activities; and

WHEREAS, February is Black History Month and the Character Counts! Pillar of the month is "Respect," during Black History Month, we celebrate and RESPECT the many achievements and contributions made by African Americans to our economic, cultural, and political development; and

WHEREAS, all citizens will incorporate this value in their daily lives by displaying a regard for the worth of all people, including oneself; and

WHEREAS, all citizens will be considerate of the feelings of other citizens and listen to their ideas and never judge or criticize; and

WHEREAS, all citizens will continue to work towards becoming an inclusive community in which all citizens - past, present, and future - are respected and recognized for their contributions and potential contributions to our community, the state, the country, and the world; and

WHEREAS, all citizens will help all other citizens in the time of need; and

WHEREAS, all citizens will be polite, use good manners and not bad language and will set positive examples to peers, neighbors and siblings; and

WHEREAS, all citizens will not threaten, hit or hurt anyone with words or actions and will act peacefully when disagreements arise; and

WHEREAS, this month as we celebrate Black History month, may all citizens remember to practice these important values of "Respect", regardless of the color of one's skin and always follow Respect's Golden Rule, "Treat others the way you want to be treated";

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, do hereby proclaim February as Black History Month in Queen Anne's County and the Character Counts! Pillar of the Month to be "Respect."

Written by Joan Brooks – Recreation Manager,
Queen Anne's County Parks and Recreation

**QUEEN ANNE'S COUNTY
BOARD OF COUNTY COMMISSIONERS**



Larry Hogan | Governor
Boyd Rutherford | Lt. Governor
Kelly M. Schulz | Secretary of Commerce

January 17, 2020

COMMISSIONER'S OFFICE
JAN 23 '20 PM 1:49

The Honorable James A. Moran
President
Board of County Commissioners
of Queen Anne's County
107 North Liberty Street
Centreville, Maryland 21617

SUBJECT: Private Activity Bonds 2020 Initial Allocation for Maryland

Dear Commissioner Moran:

Enclosed is the 2020 Private Activity Bonds Initial Allocation of the Maryland State Ceiling. This year's total allocation of \$634,796,400 is calculated from a population of 6,045,680 multiplied by \$105 per capita as stated in the Financial Institutions Article Section 13-801 through 13-807 of Maryland Code guidelines, in addition to the United States Tax Reform Act of 1986. Allocation is not a source of funding, but is the limit established for "Private Activity" tax-exempt bond issuances.

Pursuant to the law, counties may use their housing allocations for non-housing bonds. The term used in the Tax Reform Act of 1986, "Private Activity" bonds is broad and may include general obligation bonds, leases, and other forms of tax-exempt financing. Bond counsel should be contacted to further explain the ramifications of the Tax Reform Act of 1986. Section 13-804 and other sections of the law require reporting the issuance of these bonds.

Before transferring unused allocation to another issuer, jurisdictions are encouraged to consult with Andy Fish, Senior Director, at 410-767-6376, email andy.fish@maryland.gov, or Rahel Kidane, Portfolio Accounting Specialist at 410-767-6357, email rahel.kidane@maryland.gov. Notice of any intended transfer of allocation by counties to another issuer shall be reported to the Secretary of the Department of Commerce by August 31, 2020.

Sincerely,

Andy Fish
Senior Director, Office of Finance Programs

Enclosure
cc: Ms. Heather Tinelli, Economic Development Coordinator,
Queen Anne's County Department of Economic Development

DEPARTMENT OF COMMERCE

PRIVATE ACTIVITY BONDS 2020 INITIAL ALLOCATION

\$634,796,400

RECITALS

Pursuant to Section 146 of the Internal Revenue Code of 1986 (the "Code"), the General Assembly of the State of Maryland passed Senate Bill 673 which is part of the Maryland Code, Financial Institutions Article, Sections 13-801 through 13-807. Capitalized terms not defined in this initial allocation have the meanings given them in the law.

Section 13-807 (A) (1) allows the Secretary of the Department of Commerce to make any and all allocations required or permitted by the law.

Section 13-802 of the law establishes formulas for allocation of the Maryland State Ceiling among Counties, Municipal Corporations, Community Development Administration and Secretary's Reserve, for the period from January 1st through September 30th of each year.

NOW THEREFORE, I, Kelly M. Schulz, Secretary of the Department of Commerce, do hereby allocate the amounts of the Maryland State Ceiling, a total of \$634,796,400 for the calendar year 2020 as follows:

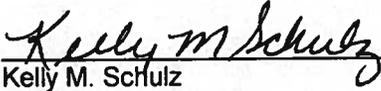
1. Allocations to Counties. \$317,398,200 of the Maryland State Ceiling among all counties of the State of Maryland and the City of Baltimore (collectively, the "Counties" and individually a "County") in the following respective amounts.

Jurisdictions	Housing Alloc	Min. Non-House	Bonus Non-House	Total
Allegany	\$ 2,608,331	\$ 894,285	\$ -	\$ 3,502,616
Anne Arundel	\$ 21,169,139	\$ 7,257,990	\$ -	\$ 28,427,129
Baltimore City	\$ 22,141,691	\$ 7,591,437	\$ -	\$ 29,733,128
Baltimore Co.	\$ 30,444,839	\$ 10,438,231	\$ 19,043,892	\$ 59,926,962
Calvert	\$ 3,381,110	\$ 1,159,238	\$ -	\$ 4,540,348
Caroline	\$ 1,223,922	\$ 419,630	\$ -	\$ 1,643,552
Carroll	\$ 6,189,766	\$ 2,122,205	\$ -	\$ 8,311,971
Cecil	\$ 3,778,856	\$ 1,295,607	\$ -	\$ 5,074,463
Charles	\$ 5,935,235	\$ 2,034,938	\$ -	\$ 7,970,173
Dorchester	\$ 1,175,927	\$ 403,175	\$ -	\$ 1,579,102
Frederick	\$ 9,395,064	\$ 3,221,165	\$ -	\$ 12,616,229
Garrett	\$ 1,071,740	\$ 367,454	\$ -	\$ 1,439,194
Harford	\$ 9,332,883	\$ 3,199,846	\$ -	\$ 12,532,729
Howard	\$ 11,877,453	\$ 4,072,270	\$ -	\$ 15,949,723
Kent	\$ 712,325	\$ 244,226	\$ -	\$ 956,551
Montgomery	\$ 38,790,691	\$ 13,299,665	\$ -	\$ 52,090,356
Prince George's	\$ 33,417,069	\$ 11,457,281	\$ -	\$ 44,874,350
Queen Anne's	\$ 1,846,724	\$ 633,163	\$ -	\$ 2,479,887
Somerset	\$ 943,556	\$ 323,505	\$ -	\$ 1,267,061
St. Mary's	\$ 4,140,402	\$ 1,419,566	\$ -	\$ 5,559,968
Talbot	\$ 1,358,574	\$ 465,797	\$ -	\$ 1,824,371
Washington	\$ 5,546,531	\$ 1,901,667	\$ -	\$ 7,448,198
Wicomico	\$ 3,792,416	\$ 1,300,257	\$ -	\$ 5,092,673
Worcester	\$ 1,904,496	\$ 652,970	\$ -	\$ 2,557,466
Total	\$ 222,178,740	\$ 76,175,568	\$ 19,043,892	\$ 317,398,200

2. Allocation to Community Development Administration is \$158,699,100 of the Maryland State Ceiling.
3. Allocation to Municipal Corporations is \$15,869,910 of the Maryland State Ceiling.
4. Allocation to the Secretary's Reserve is \$142,829,190.
5. The Effective Date. The initial allocation shall take effect immediately.

I FURTHER CERTIFY under penalty of perjury that this Initial Allocation was not made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

WITNESS my official signature and seal as of this 17th of January, 2020



Kelly M. Schulz
Secretary of Commerce

ATTEST:



Andy Fish
Senior Director, Office of Finance Programs



2

Larry Hogan GOVERNOR
Boyd K. Rutherford LT. GOVERNOR
Roy McGrath DIRECTOR/CEO

January 22, 2020

Certified Mail
Return Receipt Requested

James J. Moran, President
Board of County Commissioners
107 North Liberty St.
Centreville, MD 21617

Subject: Refuse Disposal Permit Renewal
Existing Permit No. 2015-WMF-0144
Midshore I Regional Solid Waste Facility

COMMISSIONER'S OFFICE
JAN 27 '20 PM3:48

Dear Mr. Moran:

The purpose of this letter is to inform you that the Maryland Environmental Service (MES) has submitted a request to renew Refuse Disposal Permit No. 2015-WMF-0144, to the Maryland Department of the Environment (MDE). MES seeks to renew the Refuse Disposal Permit for an additional five-year term to allow continued operation and interim closure of the Midshore I Regional Solid Waste Facility located at 7341 Barkers Landing Road, Easton in Talbot County, Maryland. MES submitted the renewal application to MDE on January 22, 2020.

The Midshore II Landfill is part of the Midshore Regional Solid Waste System. This system consists of four planned regional solid waste management facilities that serve the municipal solid waste needs of Talbot, Caroline, Kent and Queen Anne's Counties. This unique partnership is the only regional solid waste management agreement in Maryland. To date, two of the four landfills have been constructed. Both of the landfills are owned and operated by Maryland Environmental Service (MES), an independent state agency created to protect the state's air, land and water resources. MES is a self-supporting, not-for-profit public corporation, combining the public sector's commitment to environmental protection with the private sector's flexibility and responsiveness.

You are not obligated to respond to this notice, however, if you have any questions regarding this permit renewal application, please submit them in writing to the Maryland Department of the Environment, Attention Land Management Administration, or contact MDE's permit section at 410-537-3315. You may also contact Mr. Gary Lasako in Millersville at 410-729-8373, or via email at glasako@menv.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven Tomczewski", is written over a light blue horizontal line. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Steven Tomczewski
Managing Director
Environmental Operations Group

Cc : Tim Ford, MES
Gary Lasako, MES



Public Notices

MARYLAND DEPARTMENT OF THE ENVIRONMENT
WATER AND SCIENCE ADMINISTRATION
1800 WASHINGTON BOULEVARD
BALTIMORE, MARYLAND 21230

Notice of Application for State Wetland Licenses, Private Wetland Permits, Nontidal Wetlands and Waterways Permits and/or Water Quality Certification and the Opportunity to Provide Written Comment or Request an Informational Hearing

January 15, 2020

The Water and Science Administration has received the applications listed below. A preliminary review has indicated that the listed projects may be subject to the opportunity for a public hearing once the application is substantially complete. Projects may be significantly altered during the review process. The applications and related information are available for inspection and copying. You may also request written notice of any hearing opportunity by having your name placed on the interested persons list for each project in which you are interested. To inspect the file or to have your name placed on the interested persons list, contact the assigned division at the telephone number indicated below no later than February 15, 2020, unless otherwise noted in the Public Notice.

Tidal Wetlands Division - (410) 537-3571

Queen Anne's County

201961891/19-WL-1134: RIVER FARM AGRICULTURAL PRODUCTS, LLC, P.O. Box 604, Owings Mills, Maryland 21117, has applied to construct nine 47-foot long by 14-foot wide groins extending a maximum of 36 feet channelward of the mean high water line along 565 linear feet of shoreline. The purpose of this project is to stabilize an eroding shoreline. The project is located at Tax Map 58C, Parcel 16 off of Bunny Rabbit Lane, Queenstown in Queen Anne's County, MD 21658. For more information please contact Mary Phipps-Dickerson at Mary.Phipps-Dickerson@maryland.gov or (410) 901-4033.

4

QUEEN ANNE'S COUNTY PLUMBING & HVAC BOARD
December 19, 2019

PRESENT: Mike Sipes, James (Zeke) Warner, John Nickerson, Mike Bozek, Robby Pardoe

ABSENT: Dorsey Patchett, Tim Wilson, Scott (Rocky) Jones

GUEST: None

The meeting was called to order at 9:20 a.m.

A motion was made by Mike Bozek to approve the November minutes as sent; this was seconded by Zeke Warner and approved by all.

SANITARY DISTRICT: Did not attend.

HEALTH DEPARTMENT: John Nickerson said Team Septic is still working on introducing legislation.

CLERK: There was a brief review of email sent to the State Board and Pat Thompson as to the definition of "structural damage" in code 10.15.9.1. We have not heard from the State Board as of yet. The following is our reply from County Attorney, Pat Thompson.

I researched this and found no cases in Maryland addressing the definition of "structural damage". There is, however, is a case from the 11th Circuit Court of Appeals (Hegel v. First Liberty, 778 F.3d 1214) which seems to be on point. This case is not binding precedent in Maryland but is certainly instructive. In that matter the Court held that structural damage is "damage that impairs the structural integrity of the building", overruling a lower court that had ruled that any damage to the structure could constitute structural damage. This interpretation seems logical to me, i.e., that the term "structural damage" implies more than the type of damage the Bealls are concerned about.

Brief discussion on new regulation that California is instituting. Maryland has been known in the past, to adopt similar regulations as California. California became the first state to require all new homes to have solar power. The mandate, which comes from the California Energy Commission (CEC), will take effect in 2020 also Governor Gavin Newsom's announcement of three new actions intended to catalyze the State's efforts to achieve its climate goal of being carbon-neutral by 2045.

Being no further business the meeting adjourned at 10:20 a.m.

Checks to be requested:	John Nickerson	\$25	Robby Pardoe	\$25
	Mike Bozek	\$25	Mike Sipes	\$25
	James Warner	\$25		

Michael Sipes, President

Cindy Gadaw

Cindy Gadaw, Clerk

4

Queen Anne's County Plumbing Board Report
December 2019

<u>Jobs per District</u>		<u>Type of Construction</u>	
First District	0	New Homes	15
Second District	9	Addition	1
Third District	4	Renovation/Alteration	8
Fourth District	50	Gas	11
Fifth District	17	Modular/Double-Wide	1
Sixth District	1	Trailer	0
Seventh District	8	HVAC	33
		Backflow	17
		Commercial	3
		Farm Building	0
		Replacement	0
Total	89	Total	89

Administrative Fee:	72 @ \$ 10.00 = \$ 720.00
Public Sewer Connection Permit:	0 @ \$ 50.00 = \$ 0.00
Public Water Connection Permit:	0 @ \$ 50.00 = \$ 0.00
Mechanical Permit:	33 @ = \$ 1,814.00
Plumbing Permit:	28 @ = \$ 2,330.00
Gas Permit:	11 @ \$ 50.00 = \$ 550.00
Re-Inspection Fees:	0 @ \$ 0.00 = \$ 0.00

Fees From Permits: \$ 5,414.00

Backflow Test and Maintenance Forms:	16 @ \$ 25.00 = \$ 400.00
	1 @ \$ 0.00 = \$ 0.00

Fees From Backflow: \$ 400.00

Gas Fitter (GS):	1 @ \$ 0.00 = \$ 0.00
Master HVACR (HM):	3 @ \$ 30.00 = \$ 90.00
Master Plumber Non-Resident (PN):	1 @ \$ 100.00 = \$ 100.00
Septic Installer Non-Resident (SN):	1 @ \$ 100.00 = \$ 100.00

Fees From Licenses: \$ 290.00

Credit Card Refund:	1 @ \$ -60.00 = \$ -60.00
---------------------	---------------------------

Refunds: \$ -60.00

Administrative Fees (this month):	\$ 720.00
Middle Dept. Permits (75% this month):	\$ 3,520.50
Q.A. County Permits (25% this month):	\$ 1,173.50
Refunds (this month):	\$ -60.00

Administrative Fee Revenue (07/01/2019 - 12/31/2019):	\$ 5,200.00
Q.A. County License Revenue (07/01/2019 - 12/31/2019):	\$ 5,880.00
MDIA Permit Revenue (07/01/2019 - 12/31/2019):	\$ 31,194.79
Q.A. County Permit Revenue (07/01/2019 - 12/31/2019):	\$ 10,398.26
Q.A. County Backflow Forms (07/01/2019 - 12/31/2019):	\$ 2,975.00
Refunds (07/01/2019 - 12/31/2019):	\$ -90.00

Total Revenue (07/01/2019 - 12/31/2019): \$ 55,558.05

DMS

Davis, Moore, Shearon & Associates, LLC

January 30, 2020

QA County Commissioners
107 N. Liberty Street
Centreville, MD 21617

RE: PROPOSED EXPANSION OF THE KENT ISLAND LIBRARY MAIN ST @ 200 LIBRARY CIRCLE, STEVENSVILLE MD, TAX MAP 56, PARCEL 321, DMS & ASSOCIATES JOB #2017078

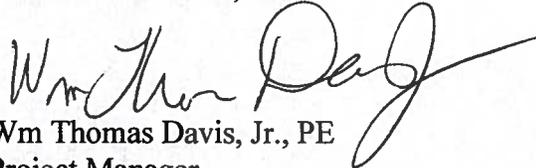
To Whom It May Concern:

Attached please find the adjacent property owners Notification Form associated with the above referenced project. As required by the County Code the developer is responsible for notifying adjacent property owners of the project.

If you should have any questions about the project please call me at (443) 262-9130.

Sincerely,

DMS & Associates, LLC


Wm Thomas Davis, Jr., PE
Project Manager

COMMISSIONER'S OFFICE
JAN 31 '20 PM1:58

Notification to Adjacent Property Owners



Queen Anne's County Department of Planning and Zoning
110 Vincit Street, Suite 104, Centreville, MD 21617
Telephone: 410-758-1255 Fax: 410-758-2509
E-Mail: devrev@qac.org

Dear Adjacent Property Owner,

In accordance with County regulations, your property has been identified as being adjacent to a proposed project or development. As part of the requirements of Queen Anne's County, this notification is part of the application package required by the Planning Department for any subdivision or site plan approval. This notification must be in writing and prior to the submittal of the application to the County.

The application package will be submitted to the Planning Department on January 30, 2020.

Identification of Property:

Tax Map: 56 Block: _____ Parcel: 321 Lot: _____

Property Address:

(if no street address is available because the property is vacant, provide a description of the location)

200 Library Circle
Stevensville, MD 21666

Intent and purpose of the proposed development to be submitted:

Expansion of existing library

Applicant Information:

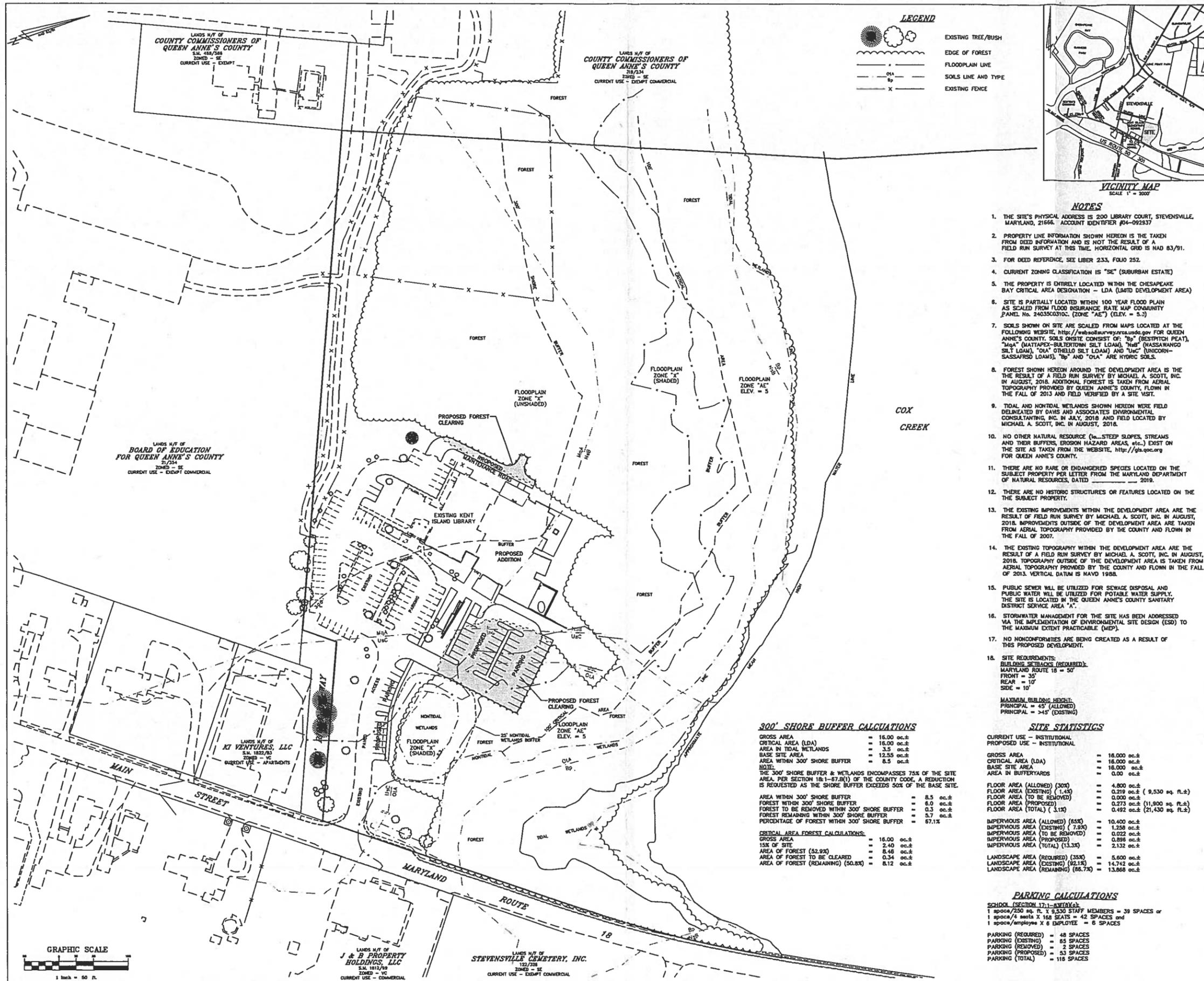
Applicant(s) Name: Queen Anne's County Commissioners
Project Name: Expansion of Kent Island Library
Applicant(s) Address: 107 N. Liberty St. Centreville, MD 21617
Applicant Phone/Email: 410-758-4098
Applicant's Agent: Tom Davis DMS & Associates, LLC
Agent's Address: PO Box 80 Centreville, MD 21617
Agent's Phone/Email: 443-262-9130 wtd@dmsandassociates.com

Property Owner:

(f not the same as the applicant listed above)

Name: _____
Address: SAME

This is a notification and does not require a response. All applications are public information once submitted and may be reviewed at the Department of Planning & Zoning during regular business hours from 8:00am – 4:30 pm. Please see attached information on how to contact the Department of Planning & Zoning.



LEGEND

	EXISTING TREE/BUSH
	EDGE OF FOREST
	FLOODPLAIN LINE
	SOILS LINE AND TYPE
	EXISTING FENCE



NOTES

- THE SITE'S PHYSICAL ADDRESS IS 200 LIBRARY COURT, STEVENSVILLE, MARYLAND, 21666. ACCOUNT IDENTIFIER 04-092837
- PROPERTY LINE INFORMATION SHOWN HEREON IS TAKEN FROM DEED INFORMATION AND IS NOT THE RESULT OF A FIELD RUN SURVEY AT THIS TIME. HORIZONTAL GRID IS NAD 83/91.
- FOR DEED REFERENCE, SEE LIBER 233, FOLIO 252.
- CURRENT ZONING CLASSIFICATION IS "SE" (SUBURBAN ESTATE)
- THE PROPERTY IS ENTIRELY LOCATED WITHIN THE CHESAPEAKE BAY CRITICAL AREA DESIGNATION - LDA (LIMITED DEVELOPMENT AREA)
- SITE IS PARTIALLY LOCATED WITHIN 100 YEAR FLOOD PLAIN AS SCALED FROM FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 240530101C (ZONE "AE") (ELEV. = 5.3')
- SOILS SHOWN ON SITE ARE SCALED FROM MAPS LOCATED AT THE FOLLOWING WEBSITE: <http://web.surveymaps.com> FOR QUEEN ANNE'S COUNTY. SOILS ON SITE CONSIST OF: "Bp" (BESTPITCH PEAT), "HqA" (MATAPEX-BULTOWN SILT LOAM), "Hb" (MASSAWANDO SILT LOAM), "Oa" (OURELO SILT LOAM) AND "Tm" (UNCORR-SASSAFRAS LOAMS). "Bp" AND "Oa" ARE HYDRIC SOILS.
- FOREST SHOWN HEREON AROUND THE DEVELOPMENT AREA IS THE RESULT OF A FIELD RUN SURVEY BY MICHAEL A. SCOTT, INC. IN AUGUST, 2018. ADDITIONAL FOREST IS TAKEN FROM AERIAL TOPOGRAPHY PROVIDED BY QUEEN ANNE'S COUNTY, FLOWN IN THE FALL OF 2013 AND FIELD VERIFIED BY A SITE VISIT.
- TIDAL AND NONTIDAL WETLANDS SHOWN HEREON WERE FIELD DELINEATED BY DAVIS AND ASSOCIATES ENVIRONMENTAL CONSULTANTS, INC. IN JULY, 2018 AND FIELD LOCATED BY MICHAEL A. SCOTT, INC. IN AUGUST, 2018.
- NO OTHER NATURAL RESOURCE (i.e., STEEP SLOPES, STREAMS AND THEIR BUFFERS, EROSION HAZARD AREAS, etc.) EXIST ON THE SITE AS TAKEN FROM THE WEBSITE: <http://gls.qac.org> FOR QUEEN ANNE'S COUNTY.
- THERE ARE NO RARE OR ENDANGERED SPECIES LOCATED ON THE SUBJECT PROPERTY PER LETTER FROM THE MARYLAND DEPARTMENT OF NATURAL RESOURCES, DATED 11/15/2018.
- THERE ARE NO HISTORIC STRUCTURES OR FEATURES LOCATED ON THE SUBJECT PROPERTY.
- THE EXISTING IMPROVEMENTS WITHIN THE DEVELOPMENT AREA ARE THE RESULT OF FIELD RUN SURVEY BY MICHAEL A. SCOTT, INC. IN AUGUST, 2018. IMPROVEMENTS OUTSIDE OF THE DEVELOPMENT AREA ARE TAKEN FROM AERIAL TOPOGRAPHY PROVIDED BY THE COUNTY AND FLOWN IN THE FALL OF 2007.
- THE EXISTING TOPOGRAPHY WITHIN THE DEVELOPMENT AREA ARE THE RESULT OF A FIELD RUN SURVEY BY MICHAEL A. SCOTT, INC. IN AUGUST, 2018. TOPOGRAPHY OUTSIDE OF THE DEVELOPMENT AREA IS TAKEN FROM AERIAL TOPOGRAPHY PROVIDED BY THE COUNTY AND FLOWN IN THE FALL OF 2013. VERTICAL DATUM IS NAVD 1988.
- PUBLIC SEWER WILL BE UTILIZED FOR SEWAGE DISPOSAL AND PUBLIC WATER WILL BE UTILIZED FOR POTABLE WATER SUPPLY. THE SITE IS LOCATED IN THE QUEEN ANNE'S COUNTY SANITARY DISTRICT SERVICE AREA "A".
- STORMWATER MANAGEMENT FOR THE SITE HAS BEEN ADDRESSED VIA THE IMPLEMENTATION OF ENVIRONMENTAL SITE DESIGN (ESD) TO THE MAXIMUM EXTENT PRACTICABLE (MEP).
- NO NONCONFORMITIES ARE BEING CREATED AS A RESULT OF THIS PROPOSED DEVELOPMENT.

300' SHORE BUFFER CALCULATIONS

GROSS AREA	= 16.00 ac.±
CRITICAL AREA (LDA)	= 16.00 ac.±
AREA IN TIDAL WETLANDS	= 3.5 ac.±
BASE SITE AREA	= 12.55 ac.±
AREA WITHIN 300' SHORE BUFFER	= 8.5 ac.±
NOTE:	
THE 300' SHORE BUFFER & WETLANDS ENCOMPASSES 75% OF THE SITE AREA. PER SECTION 18-1-87.B(1) OF THE COUNTY CODE, A REDUCTION IS REQUESTED AS THE SHORE BUFFER EXCEEDS 50% OF THE BASE SITE.	
AREA WITHIN 300' SHORE BUFFER	= 8.5 ac.±
FOREST WITHIN 300' SHORE BUFFER	= 6.0 ac.±
FOREST TO BE REMOVED WITHIN 300' SHORE BUFFER	= 0.3 ac.±
FOREST REMAINING WITHIN 300' SHORE BUFFER	= 5.7 ac.±
PERCENTAGE OF FOREST WITHIN 300' SHORE BUFFER	= 67.1%
CRITICAL AREA FOREST CALCULATIONS:	
GROSS AREA	= 16.00 ac.±
15% OF SITE	= 2.40 ac.±
AREA OF FOREST (52.0%)	= 8.40 ac.±
AREA OF FOREST TO BE REMOVED	= 0.34 ac.±
AREA OF FOREST (REMAINING) (50.8%)	= 8.12 ac.±

SITE STATISTICS

CURRENT USE - INSTITUTIONAL	
PROPOSED USE - INSTITUTIONAL	
GROSS AREA	= 16.00 ac.±
CRITICAL AREA (LDA)	= 16.00 ac.±
BASE SITE AREA	= 16.00 ac.±
AREA IN BUFFERYARDS	= 0.00 ac.±
FLOOR AREA (ALLOWED) (30%)	= 4.800 ac.±
FLOOR AREA (EXISTING) (1.4%)	= 0.219 ac.± (9,530 sq. ft.±)
FLOOR AREA (TO BE REMOVED)	= 0.000 ac.±
FLOOR AREA (PROPOSED)	= 0.273 ac.± (11,800 sq. ft.±)
FLOOR AREA (TOTAL) (3.1%)	= 0.492 ac.± (21,430 sq. ft.±)
IMPERVIOUS AREA (ALLOWED) (63%)	= 10.400 ac.±
IMPERVIOUS AREA (EXISTING) (7.9%)	= 1.258 ac.±
IMPERVIOUS AREA (TO BE REMOVED)	= 0.022 ac.±
IMPERVIOUS AREA (PROPOSED)	= 0.898 ac.±
IMPERVIOUS AREA (TOTAL) (13.3%)	= 2.132 ac.±
LANDSCAPE AREA (REQUIRED) (35%)	= 5.600 ac.±
LANDSCAPE AREA (EXISTING) (82.1%)	= 14.742 ac.±
LANDSCAPE AREA (REMAINING) (86.7%)	= 13.868 ac.±

PARKING CALCULATIONS

SCHOOL (SECTION 17-1-A)(6)(a)

1 space/250 sq. ft. 1,930 STAFF MEMBERS = 39 SPACES or
 1 space/4 seats x 164 SEATS = 42 SPACES or
 1 space/employee x 6 EMPLOYEE = 6 SPACES

PARKING (REQUIRED)	= 48 SPACES
PARKING (EXISTING)	= 65 SPACES
PARKING (REMOVED)	= 2 SPACES
PARKING (PROPOSED)	= 53 SPACES
PARKING (TOTAL)	= 116 SPACES

BECKER MORGAN GROUP

ARCHITECTURE
ENGINEERING

Delaware
308 S. Governor Ave.
Dover, DE 19904
302.734.9938

Rosehome Station
130 South Main Street, Suite 109
Newark, DE 19711
302.349.3700

Maryland
313 West Main St., Suite 300
Salisbury, MD 21801
410.548.9100

North Carolina
2701 Laurel Parkway, Suite 211
Wilmington, NC 28403
910.341.7800
www.beckermorgan.com

DAVIS, MOORE, SHEARON, & ASSOCIATES
CIVIL ENGINEERING CONSULTANTS
207 E. WATER STREET, SUITE 100
CENTREVILLE, MARYLAND 21037
443.282.4139

GIFE ASSOCIATES, INC.
P/E PROFESSIONAL PLANNING,
MECHANICAL AND ELECTRICAL ENGINEER
8718 BROOKS DRIVE
EASTON, MARYLAND 21601
410.822.8888 fax 410.822.8306



KENT ISLAND BRANCH LIBRARY RENOVATION AND EXPANSION

200 Library Circle
Stevensville, MD 21666

OVERALL SITE PLAN

PROJECT NO:	2018144.00
DATE:	JULY 24, 2019
SCALE:	1" = 50'
DRAWN BY:	WJM/PROJ.MGR: WTD
C1.0	



Proclamation

Celebrating the 100th Anniversary of the League of Women Voters of the United States 20-06

WHEREAS, the League of Women Voters was founded in 1920 as a "mighty political experiment" by the foremothers of the suffragist movement at the National American Woman Suffrage Association; and

WHEREAS, their goal was to help the 20 million women who were granted the right to vote by the 19th Amendment, understand and carry out their new responsibility as voters; and

WHEREAS, with the success of this effort and the tireless efforts over the last 100 years, to strengthen and uphold its mission to empower voters and defend democracy, the League has become a trusted nonpartisan, grassroots organization; and

WHEREAS, the League has sponsored legislation and fought in the courts to protect and strengthen voting rights and access, and for free and fair elections, civil rights, children, community health, and education; and

WHEREAS, the League has consistently been noted for its nonpartisan election information, including sponsorship of candidate forums and information on state and local ballot issues, as well as its commitment to register, educate, and mobilize voters; and

WHEREAS, the League champions government systems that are open, transparent, inclusive, and equitable; and

WHEREAS, the League believes that active and engaged citizens, irrespective of gender, ethnicity, or political affiliation, are the hallmark of democracy;

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, do hereby proclaim, February 14 as Women's Voting Rights Day and we honor and congratulate the League of Women Voters on its 100th Anniversary and commend the League for its significant contributions to empowering voters and making democracy work.

**QUEEN ANNE'S COUNTY
BOARD OF COUNTY COMMISSIONERS**



**Queen
Anne's
County**

**OFFICE OF BUDGET, FINANCE AND
INFORMATION TECHNOLOGY**

The Liberty Building
107 North Liberty Street
Centreville, Maryland 21617

Telephone: (410) 758-4064

Fax: (410) 758-3036

County Commissioners:

- James J. Moran, At Large
- Jack N. Wilson Jr., District 1
- Stephen Wilson, District 2
- Philip L. Dumenil, District 3
- Christopher M. Corchiarino, District 4

County Administrator: Todd R. Mohn

Director, Budget, Finance and IT: Jonathan R. Seeman

Chief Treasury Officer: Jeffrey A. Rank

Information Technology Manager: Megan DelGaudio

ACTION ITEM

MEMORANDUM

DATE: February 11, 2020

TO: County Commissioners

CC: Todd Mohn, County Administrator
Jonathan R. Seeman, Director, Budget, Finance and IT

FROM: County Staff and Broadband Advisory Committee (BAC)

RE: Talkie Communications – Introduction and Letter of Recommendation

County staff has spoken with Talkie Communications (Talkie) from Chestertown, Maryland. Talkie has plans to expand their operations in the northern portion of the County – see attached.

Talkie would like to give a brief overview of their company and plans moving forward. They are also preparing to apply for Federal broadband funding through the Reconnect Grant. In preparation for this grant they have requested a letter of recommendation from the County in support of their efforts.

A draft letter of recommendation is attached.

MOTION:

I move that we approve the request to provide a letter of recommendation for the support of the expansion of broadband in Queen Anne's County.



Talkie Broadband Coverage

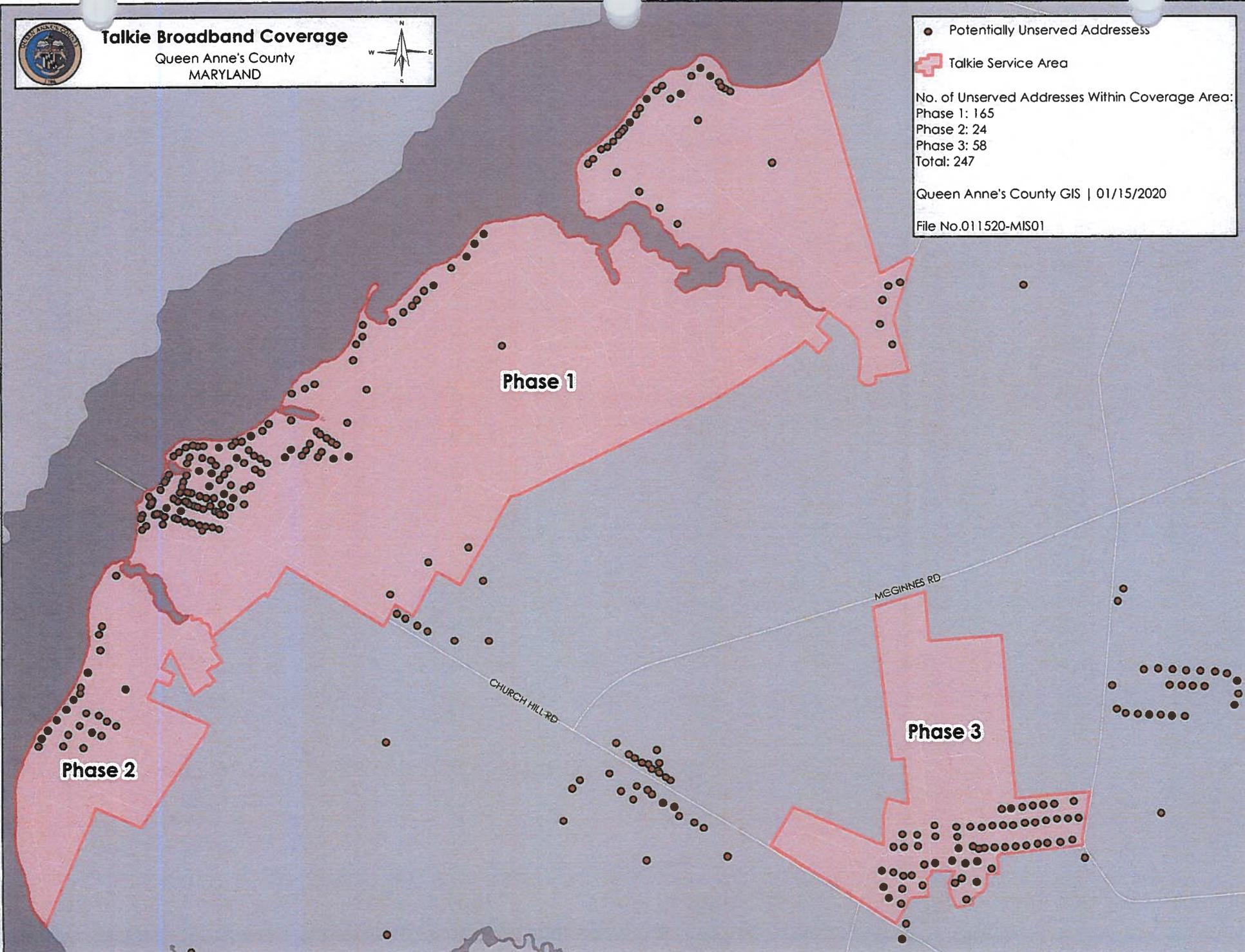
Queen Anne's County
MARYLAND



● Potentially Unserved Addresses
☒ Talkie Service Area

No. of Unserved Addresses Within Coverage Area:
Phase 1: 165
Phase 2: 24
Phase 3: 58
Total: 247

Queen Anne's County GIS | 01/15/2020
File No.011520-MIS01





Queen
Anne's
County

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY

The Liberty Building
107 North Liberty Street
Centreville, MD 21617

e-mail: QACCommissioners&Administrator@gac.org

County Commissioners:

James J. Moran, At Large
Jack N. Wilson, Jr., District 1
Stephen Wilson, District 2
Philip L. Dumenil, District 3
Christopher M. Corchiarino, District 4

County Administrator: Todd Mohn

Executive Assistant to County Commissioners: Margie A. Houck

County Attorney: Patrick Thompson, Esquire

February 11, 2020

RE: Talkie Communications – Letter of Recommendation

To Whom it May Concern:

Queen Anne's County strongly supports the expansion of broadband to the un- and underserved areas of Queen Anne's County.

There are approximately 4,000 households that do not have access to wired internet in Queen Anne's County. These include less dense areas along the Chester River as well as rural areas on the outskirts of incorporated towns and crossroads. The geography of our County with waterways and large open expanses makes the return on a broadband expansion less than inviting for many wired and wireless providers. The County has heard the frustrations from parents whose kids cannot do their homework or take courses and tests from home. Frustrations are also heard from those in the agriculture industry that know they are at a disadvantage because of the lack of broadband and the technologies not available to them. The County has become more aware of the impact that a lack of broadband has as new technologies for education, agriculture, public safety, healthcare, etc. are made available in areas that have it.

Queen Anne's County formed a Broadband Advisory Committee in June 2018 to attempt to address these issues and there is currently a Broadband Feasibility Study (BFS) underway. The County is already familiar with where there is a lack of broadband and the outcome of the study will help determine the "how" to get broadband to these areas.

The Committee and BFS consultant have met with multiple broadband providers to determine and assess their capabilities and willingness to coordinate efforts with the County. A lot has been learned from each potential vendor along with an instilled belief that the best step forward is to partner with local providers who have a shared interest in expanding their networks and investing in the future of our rural area.

Thank you,
Sincerely,

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY

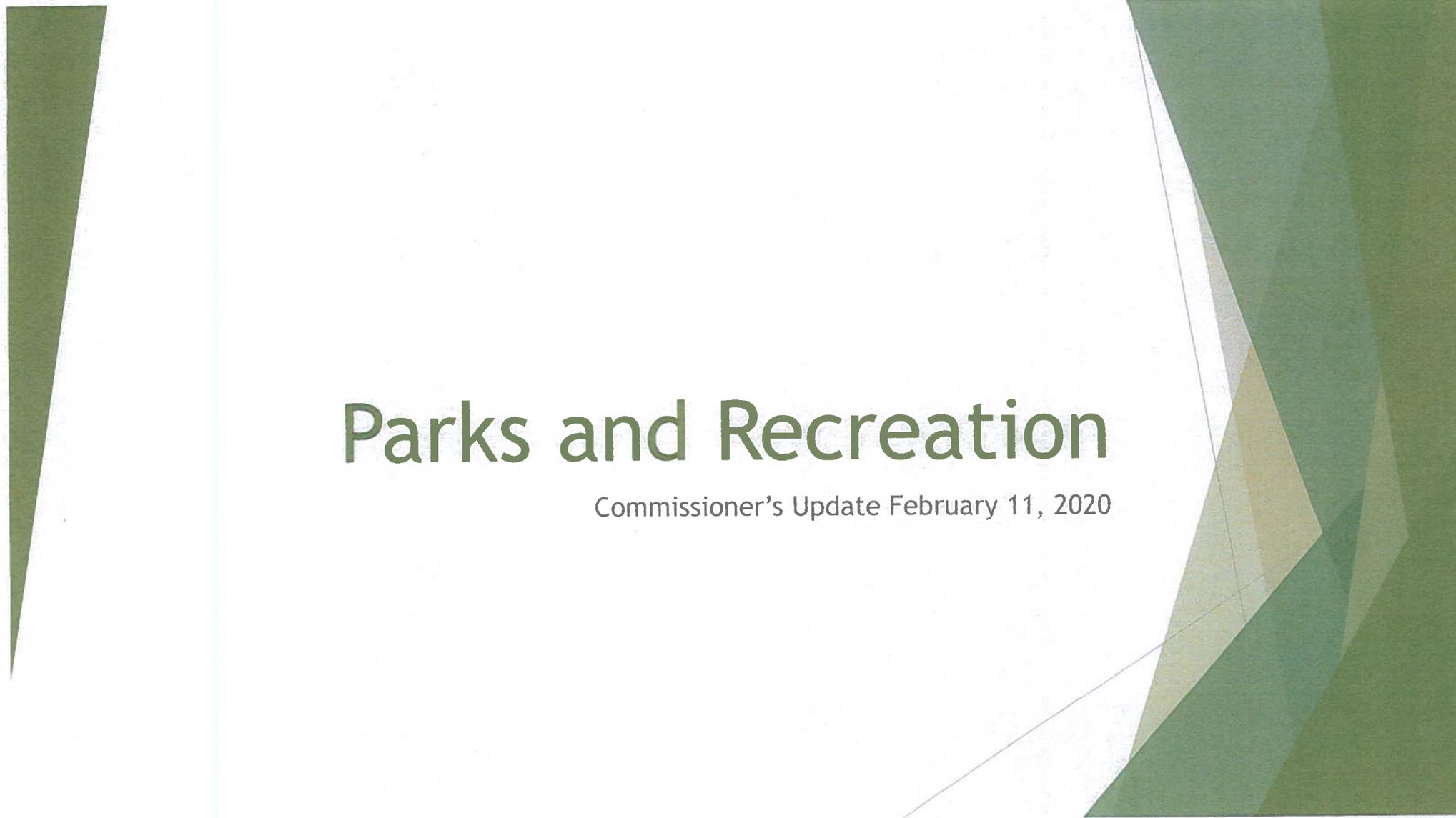
James J. Moran, President

Jack N. Wilson, Jr.

Stephen Wilson

Philip L. Dumenil

Christopher M. Corchiarino



Parks and Recreation

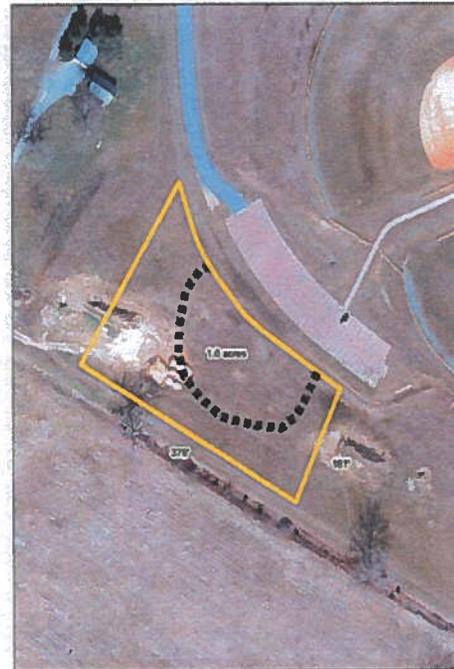
Commissioner's Update February 11, 2020

White Marsh

*Received grant and partnership with Maryland Forest Service for an Edible Forest Trail in Spring of 2020

- 1.6 acres
- Black hash mark is the trail
- Yellow is the boundary line
- Area will be fenced in
- 5 year Maintenance Plan
- Edible Garden to be established Spring 2020 through partnership w/ DNR. (Benefit to MD Food Bank as well)

Bloomfield/ Whitemarsh Edible Forest Trail

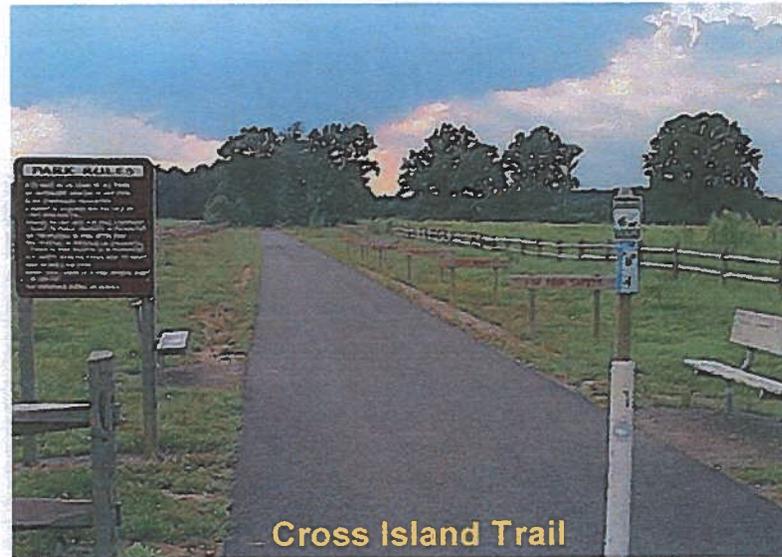


Yellow = Planting Boundary (1.6 acres)
Black = Mulched Trail (420'x10')

PROGRAM OPEN SPACE

Pending Projects:(POS funds/County funds)

1. Church Hill - Southeast Creek Acquisition
\$44,000/\$15,700
2. Cross Island Trail Repaving -
\$135,000/\$55,000
3. Court Rehab Project: \$150,000/\$100,000
 - Pinkney Park basketball court
 - Round Top tennis court
 - Mowbray tennis court
 - Grasonville tennis and basketball court
 - Church Hill basketball court



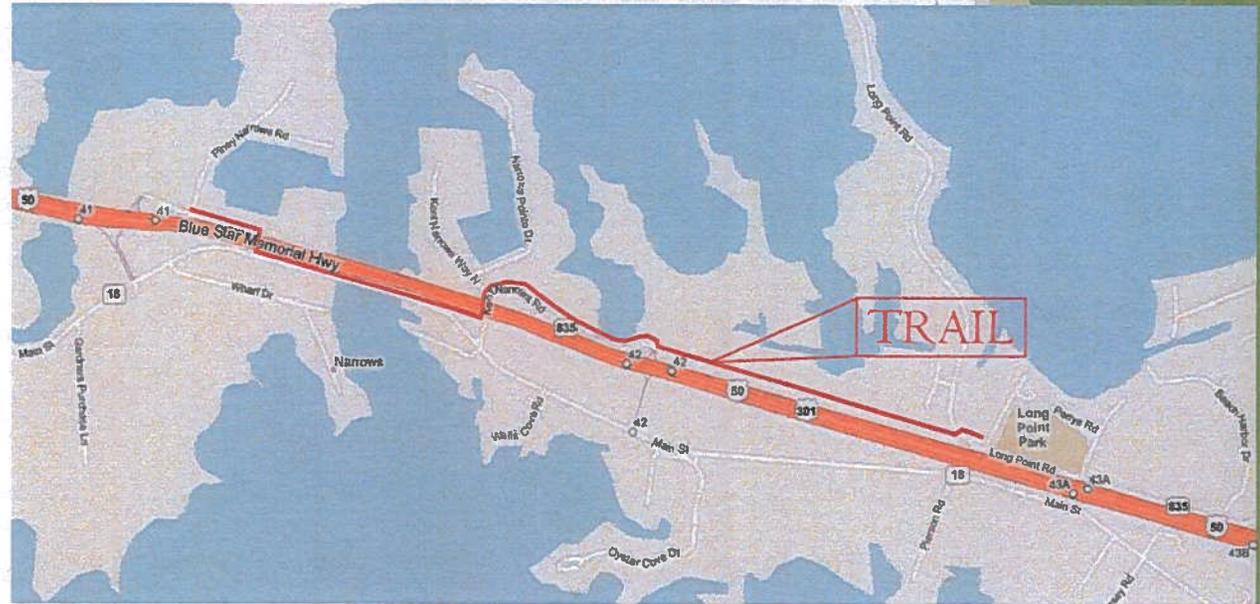


► Upcoming and Completed Projects

- Ewing Pond Parking lot (completed)
- Crumpton Park to be Tar and Chipped (Spring 2020)
- Kent Island South Trail repaving (Spring 2020)
- Cross Island Trail repaving (Spring 2020)
- Blue Heron Golf Cart path paving (Spring 2020)

Cross County Connector Trail

1.2 mile connector trail



Recreation Leagues

Basketball

6-7 Boys – 92

8-9 Boys – 122

10-11 Boys – 111

12-13 Boys – 130

14-17 Boys – 64

Total Boys = 519

6-7 Girls - 44

8-9 Girls - 64

10-11 Girls – 90

12-13 Girls - 46

14-17 Girls - 0

Total Girls = 244

Total = 763 participants

Soccer

Indoor Soccer – Centreville Middle School – 203

Indoor Soccer – Stevensville Middle School – 254

Total = 457 participants

Recreation Activities

Volleyball Open Gym – Centreville Middle School – 14
Pickleball – Bayside Elementary School (Fridays) – 20
Pickleball – Bayside Elementary School (Sundays) – 20

Smithsonian National Museum of African American History & Culture, Feb. 8, 2020 – 74
Philadelphia Flower Show, Mar. 6, 2020 – 16

*After-School Bowling – Kent Island – 14
*After-School Bowling – Centreville – 11
*After-School Bowling – Church Hill – 3

*Shooting Stars Basketball – Kent Island – 21
*Shooting Stars Basketball – Centreville – 9
*Shooting Stars Basketball – Church Hill – cancelled

Artificial Turf Field Use:

- **Fall 2019**
 - LBC Lacrosse (16 hrs.)
 - Unity Lax (37.5 hrs.)
 - BUSA (19.5 hrs.)
 - Chesapeake Piranhas (20 hrs.)
 - Shared time with UQA Football (+ 8 hrs.)
 - KIYSL (8 hrs.)
 - Shared time with QA Soccer Club (+4.5 hrs.)
 - QACLAX (2.5 hrs.)
 - QA Tru Team (2 hrs.)
 - Bayshore Soccer Club (13.5 hrs.)
 - 300 Lacrosse (4 hrs.)
 - QAC Recreation (34.5 hrs.)
- **Spring 2020 requests received**
 - Shore Boys Lax (27.5 hrs. requested)
 - Hogan Lax (4 hrs. requested, *not tournament)
 - KI Youth Lacrosse (21 hrs. requested)

County Leagues:

- **Fall 2019**
 - Fall League Meeting held on June 27th @ 6pm
 - 2,156 youth participants in outside leagues (8 organizations/leagues)
 - 300 adult participants in outside leagues (2 organizations/leagues)
 - \$15,300 in team fees were collected (first season using updated team fees)
 - Two cross-county organization events used KHS artificial turf fields
 - QA Soccer Club – KI Youth Soccer League All-Star games
 - UQA Football – Chesapeake Piranhas Turkey Bowl games
 - Field in use by district
 - South: 27
 - Central: 24
 - North: 12
- **All Sports League Meeting- December 11th @ 6pm**
 - No new major updates, main purpose was to review artificial turf rental procedures
- **Spring 2020**
 - Spring Sports League Meeting- February 5th @ 6pm

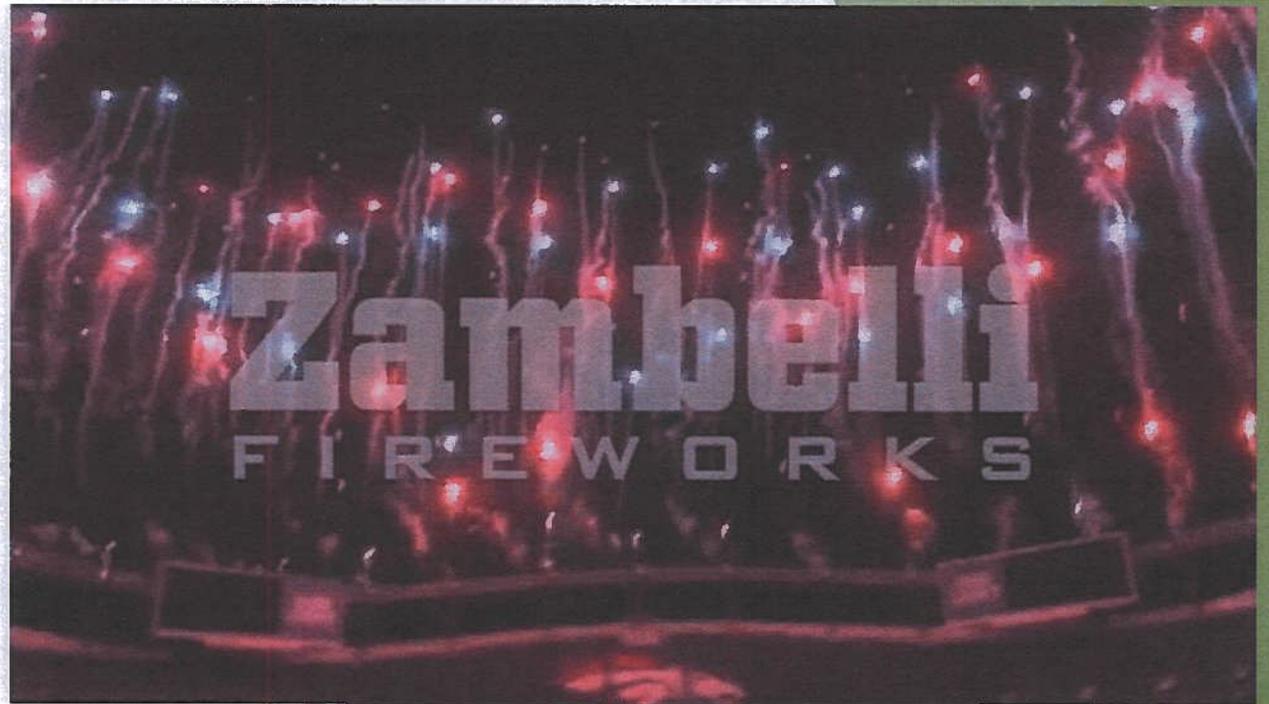
Special Events:

- **Corsica River Day- Sunday, September 15th @ Corsica River Yacht Club**
 - Increased attendance (as informed by Corsica River Conservancy reps)
 - First year partnering with Corsica River Conservancy
- **Conquest Preserve 5k Trail Run- Saturday, October 19th @ Conquest Preserve**
 - 64 participants (total between 5k & 1-mile fun run)
 - Mostly positive feedback, especially in regard to the course
- **Women's History Celebration 5k Trail Run- Saturday, March 21st @ White Marsh Park**
 - Separate donations can be made to the Mary Edwardine Bourke Emory Foundation Inc.
- **Taste of the Matapeake: A Chesapeake Community Celebration – Saturday, May 16th @ Matapeake Clubhouse and Beach**
 - Moving event from Batts Neck Park (2019) to Matapeake Clubhouse and Beach (2020)
 - Will include artisans/craft vendors this year

Fireworks Celebration - July 1,
2020

New vendor

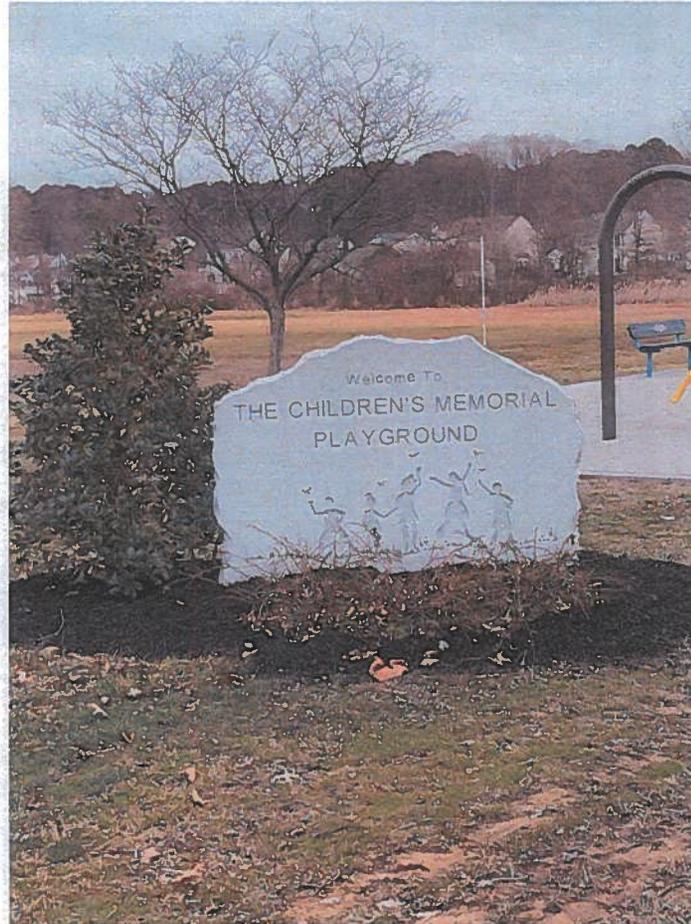
Rain date: Fireworks only July 2, 2020



Park Resource and Planning
Tree planting at Old Love Point Park



Park and Resource Planning
Landscaping at Old Love Point Park



Blue Heron Nature Preserve

- More than 25,000 seedlings being grown out at Maryland State Nursery to be planted Fall 2020
- Approximately 82 acres to be planted in meadow habitat of warm season grass/wildflower meadows.
- Approximately 3 miles of natural turf trails being developed and mapped throughout the property currently.
- Approximately 150 larger caliper trees to be planted along Blue Heron Driving Range Entrance Drive and vegetative screen.
- Arbor Day Celebration – April 2020 to take place here for volunteer planting opportunities.
- More than 9 acres of high functioning wetlands created this past year.

Conquest

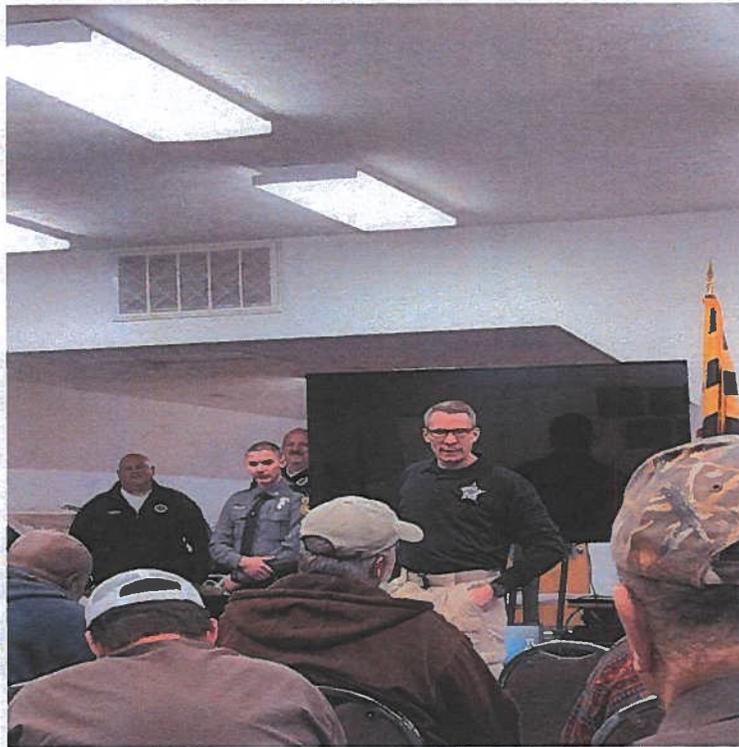
- More than 22,000 trees/shrubs to be planted Spring 2020 through project partner Washington College with assistance from MD Conservation Corp, Washington College Center for Environment and Society students, and various other volunteer organizations.
- More than 80 acres have been planted in the past 10 months creating habitat for various bird/pollinator species.
- Implementation of more than 40 acres of wetland habitat shall commence in Summer 2020 through grant with US Fish and Wildlife.

Miscellaneous

- Working w/Shorerivers to develop an RFP for stream restoration /associated BMPs that will enhance useable areas and assist in restoring the headwaters of the impaired Cox Creek in Love Point Park and vicinity.
- Working w/ WIP Program and Shorerivers to develop more than 30 acres of wetland restoration on the lands of Chesapeake College.
- Working with DPW to coordinate area of forested wetland mitigation and banking sites within various watersheds.
- Applied for MHAA Grant to assist the Watermen's Association in rehabilitation of the Waterman's Monument and surrounding site.
- Working to finalize Cross Island Trail spur through various properties within the Kent Narrows.

Employee Safety Training:

“Active Shooter”

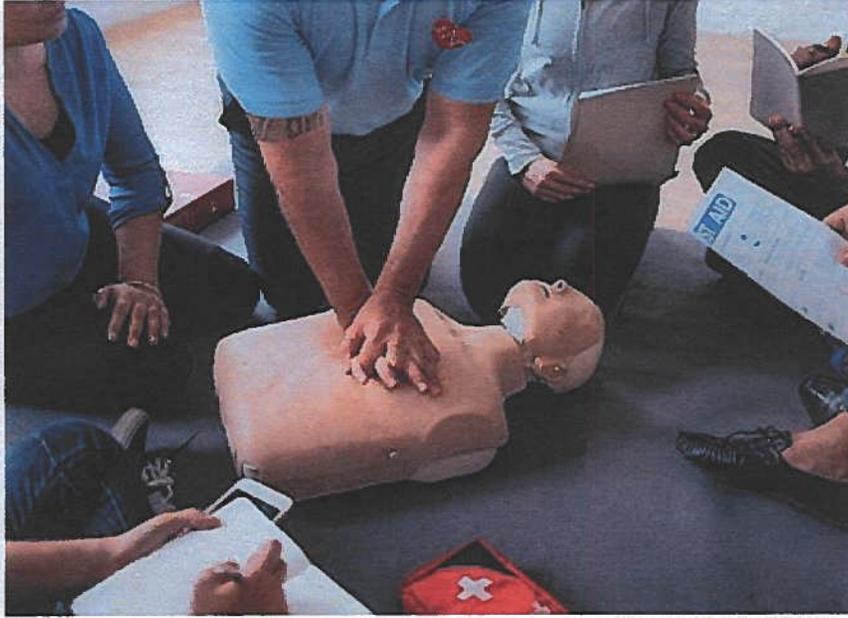


Employee Safety Training:

“Stop the Bleed”



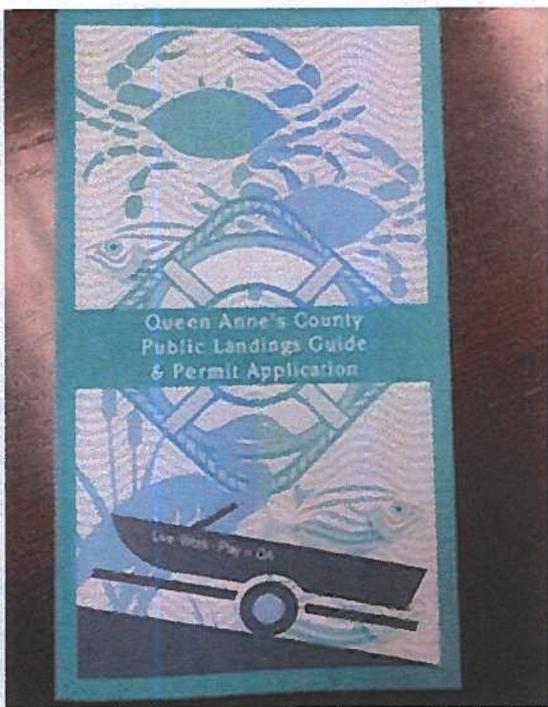
Employee Safety Training First Aid CPR



Employee Health and Safety Training



Public Landings

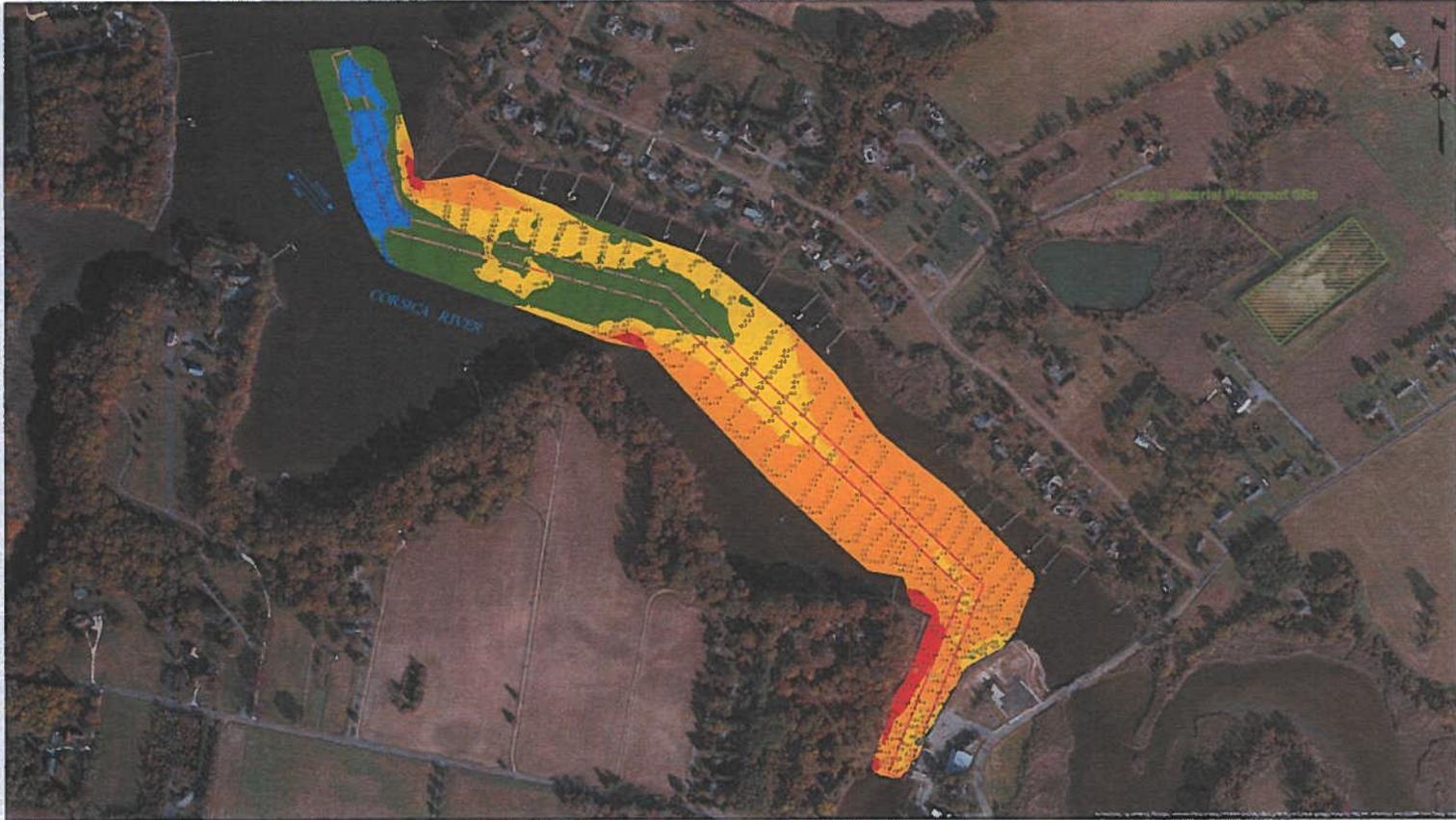


Public Landings

- ▶ Corsica River Dredging Project
 - ▶ Dredge Material Placement Site
 - ▶ Retallack and Sons
 - ▶ \$300K Waterway Improvement Grant (\$150K +)
 - ▶ Substantial completion date 5/15/2020
 - ▶ Dredging is expected to start in July 2020

Watson RD Dredge Spoils Site



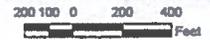


**Bottom Surface
Depth (ft)**



-2.1 Depth Boundary
75 ft Channel
Dredge Material Placement Site

Dredge channel shown on map is 75' Wide and roughly follows the 1971 US Army Corps of Engineers channel.
Potential Dredge Channel
Characteristics: 75' Width x 4700' Long x -4' Depth (MLW)
Volume Estimate: 10500 cubic yards
Characteristics: 25' Width x 4700' Long x -4' Depth (MLW)
Volume Estimate: 11000 cubic yards

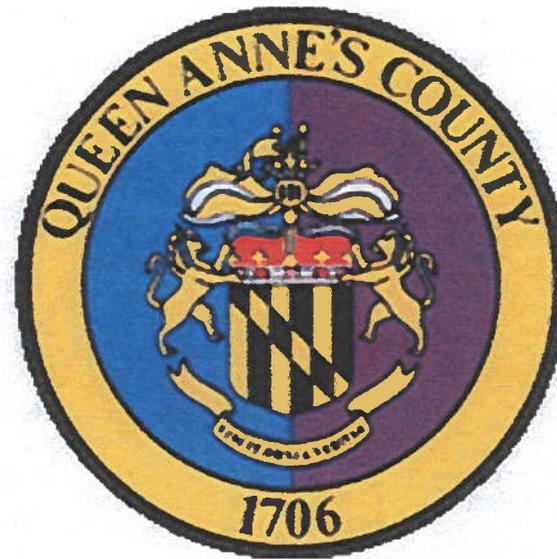


Hydrographic survey performed by CNR on 12 April 2017. All depths are adjusted for tides to best mean low water (MLW).



Corsica River
Queen Anne's County
Hydrographic Survey &
Dredge Estimates
25 April 2017

Department of Parks and Recreation



DEPARTMENT OF EMERGENCY SERVICES

9-1-1 PSAP AND EMERGENCY MEDICAL SERVICES UPDATE



Carl Henn's Law. Signed July 1, 2019



Increased 9-1-1
Users Fees

ENSB County
Operational
Expenses

Statewide
Staffing &
Salary Study.

Statewide Staffing Study Recommendations.

Full-Time Equivalent 6.8 FTE per shift

FTEs for Coverage

A	1	Total number of console positions to be covered
B	24	Number of hours per day that need to be covered
C	7	Number of days per week that need to be covered
D	52	Number of weeks per year that need to be covered
E	8,736	Total Hours needing coverage (A x B x C x D)
Telecommunicator Availability:		
F	1,638.88	True Availability per Telecommunicator
FTEs Needed:		
G	5.3	FTE base estimate (FTE) = E / F
H	26.7%	Attrition Rate
I	6.8	FTEs required to accommodate turnover



Revenue

Quarterly 9-1-1 user fees up
by $\$50,000 \times 4 = \$200,000.00$

Maintenance Contracts and
operating expenses covered
by ENSB $\$132,500.00$

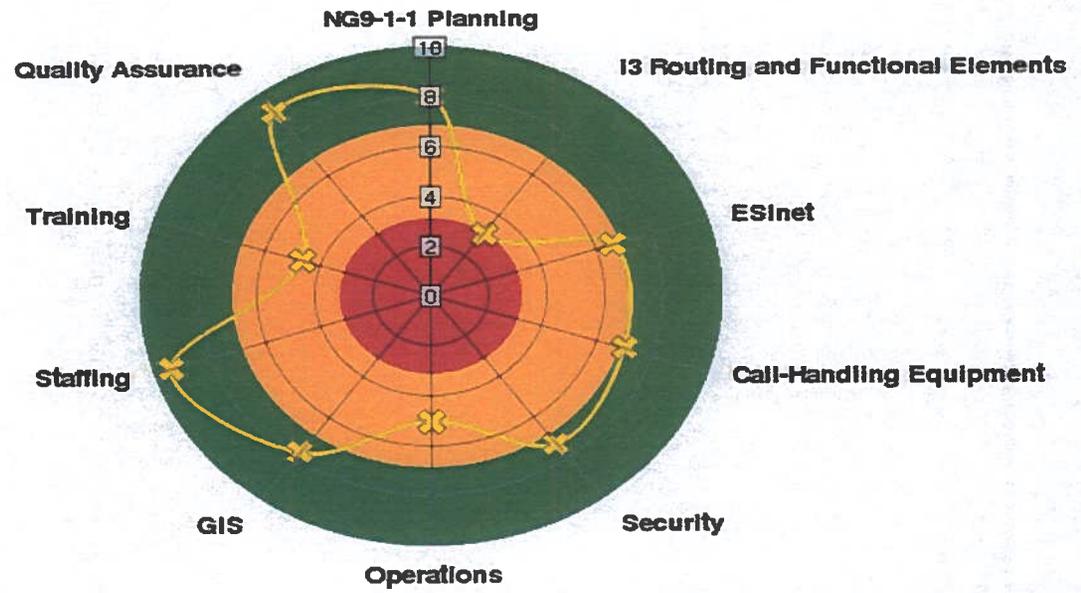


NG9-1-1 PREPAREDNESS CURRENT STATUS

Queen Anne's County, Maryland
Your score is 6.81, Max score is 10.00

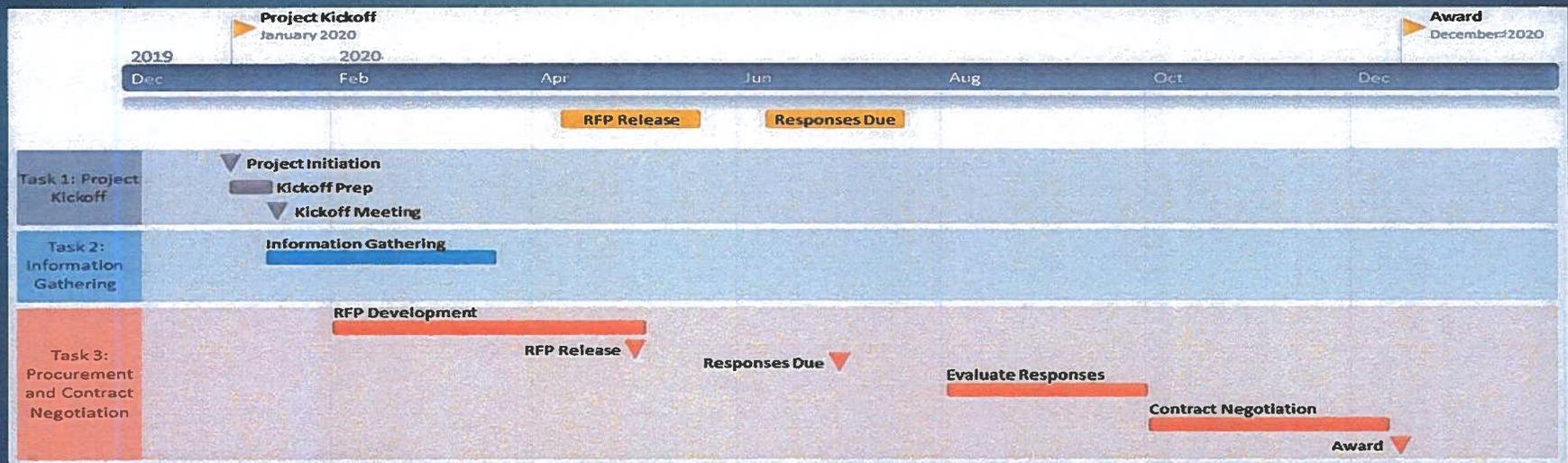
Benchmark # 6973

■ Moderator Assisted Score ■ Client Score ■ Good ■ Ok ■ Poor



EASTERN SHORE NG9-1-1 CORE SERVICES RFP PROJECT

- Kickoff Meeting: January 2020
- Information Gathering: January – March 2020
- Procurement Lead Meeting: February 2020
- RFP Development: February-April 2020
- RFP Release: May 2020
- Evaluate Responses: August-October 2020
- Contract Negotiations: October-December 2020
- Contract Award: December 2020



9-1-1 CENTER ROOM UPDATE

ROOM UPDATES

- NEW HVAC
- CAP OFF SKYLIGHT
- COMBINE SERVER ROOMS
- REPLACE WALLBOARD MATERIALS
- NEW FLOORING
- FIBER-OPTIC CABLING
- NEW FURNITURE

NG 9-1-1

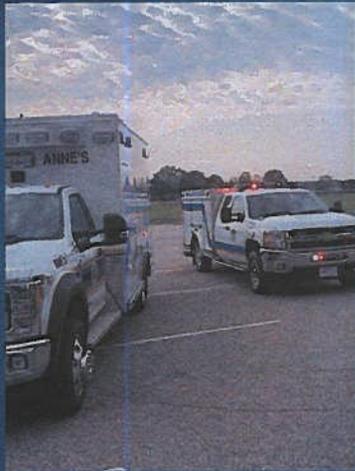
- NENA i3 COMPLIANT VESTA PHONE SYSTEM
- EASTERN SHORE NG 9-1-1 ESINET SOLUTION
- TEXT TO 9-1-1
- MMS/VIDEO TO 9-1-1
- FIBER -OPTIC LINK TO KENT COUNTY BACKUP PSAP
- GEO-SPATIAL CALL ROUTING
- X-Y-Z COORDINATES (FLOOR LEVEL)

CAD COMPUTER AIDED DISPATCH

- RFP RELEASED BY MARCH
- PUBLIC SAFETY SYSTEM APPROACH – BRING ALL OF THE PUBLIC SAFETY ONTO SAME SYSTEM SHARING VITAL INFORMATION.
- DEMODTRATIONS IN MAY
- BAFO (BEST AND FINAL OFFER) IN JUNE
- CONTRACT SIGNED BY JULY 1. 2020

Emergency Medical Services

2019 Statistics



Upcoming this year



Training



2019 EMS Report

Total calls and transports

- 7,446 calls
- 3475 transports

Top hospital transports:

Queen Anne ER: 1066

Anne Arundel MC: 921

Easton Shore Health: 734

Chestertown Shore Health: 605

- Remining 149 patients transported to specialty centers or other hospitals.

Medications

- 9163 Medications administered

Top medications administered

- Oxygen
- Lactated Ringers
- Fentanyl
- Zofran
- Epinephrine
- Aspirin
- Naloxone

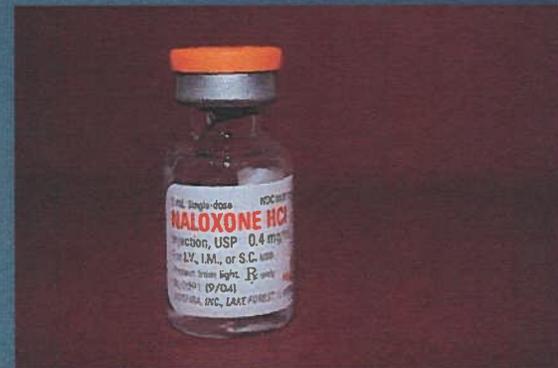
Procedures

- 19,997 procedures
- 4042 Assessments
- 3687 EKG's completed
- 1829 IV's established
- 74 Defibrillations
- 34 Intubations or advanced airway procedures
- 46 CPR

The fight with opioids

2018: 122 Overdoses
016 Deaths

2019: 68 Overdoses
12 Deaths
139 administrations of
NARCAN



Training and new paths

▶ Cardiac Arrest Survival increase:

- ▶ Continue to teach hands only CPR.
- ▶ Analyze and review every cardiac arrest data with science and technology.
- ▶ Continue to improve “team approach” and procedures based on the science to support survival rates.

▶ STOP THE BLEED:

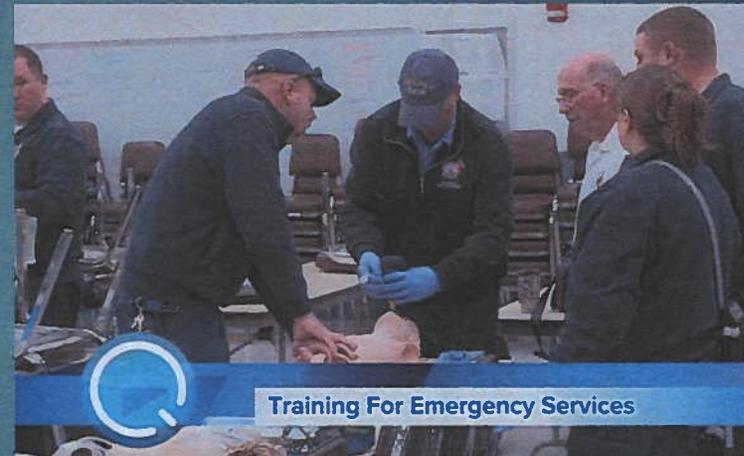
- ▶ In the process of completing all QAC County Employee’s with the Stop The Bleed Training.
- ▶ By the end of 2020, Every County Employee, Every Department will have been taught Hands Only CPR.
- ▶ Monthly training on shift to continue the education and preparation of QAC EMS Staff to be the best!

Employee recruitment/retention and MICH

- ▶ New recruitment test purchased to enhance recruitment. IOS "Civil Service Exam."
- ▶ Continue to improve equipment and resources providing the best Emergency Medical Services.
- ▶ Continue to research improvements to compete with benefits of Metropolitan Fire and EMS Departments to retain good staff.
- ▶ MICH is providing visits and care a minimum of two to three days a week.
- ▶ Leading the State with new protocol allowing A-1-C to be tested in the field.
- ▶ Continues to decrease frequent 9-1-1 users by keeping self-care and visits with primary health care.

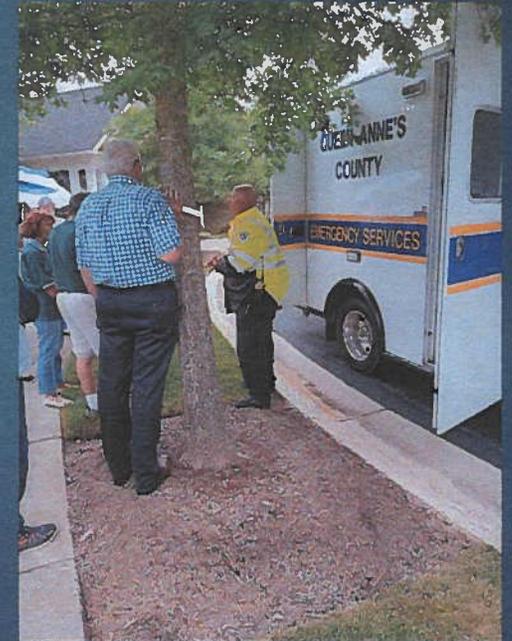
Public outreach and education

- ▶ Continue the video education with the assistance of QACTV.
- ▶ Hands Only CPR
- ▶ Teddy Bear Clinics
- ▶ Child Safety Seats checks



Introduction of EMS-3

- ▶ THANK YOU FOR YOUR CONTINUED SUPPORT TO THE QACDES EMS DIVISION!



BILL NO. 20-01

A BILL ENTITLED

“PUBLIC FACILITIES
BOND AUTHORIZATION OF 2020”

A PUBLIC LOCAL LAW TO AUTHORIZE AND EMPOWER QUEEN ANNE’S COUNTY, MARYLAND (THE “**COUNTY**”), FROM TIME TO TIME, TO BORROW NOT MORE THAN NINE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$9,500,000) FOR THE PUBLIC PURPOSE OF FINANCING OR REFINANCING CERTAIN PUBLIC FACILITIES, ALL AS MORE PARTICULARLY DESCRIBED HEREIN, AND TO EVIDENCE SUCH BORROWING BY THE ISSUANCE AND SALE AT PUBLIC OR PRIVATE SALE, UPON ITS FULL FAITH AND CREDIT, OF ONE OR MORE SERIES OF ITS GENERAL OBLIGATION BONDS IN LIKE PAR AMOUNT; EMPOWERING AND DIRECTING THE COUNTY TO ADOPT A RESOLUTION IN ACCORDANCE WITH SECTION 19-504(d) OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND (2013 REPLACEMENT VOLUME AND 2019 SUPPLEMENT) (THE “**CODE**”) PRIOR TO ISSUING ALL OR ANY PART OF THE BONDS; EMPOWERING AND DIRECTING THE COUNTY TO LEVY AD VALOREM TAXES IN RATE AND AMOUNT SUFFICIENT TO PROVIDE FUNDS FOR THE PAYMENT OF THE MATURING PRINCIPAL OF AND INTEREST ON THE BONDS AND PLEDGING THE COUNTY’S FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER TO THE PAYMENT THEREOF; EXEMPTING THE BONDS FROM THE PROVISIONS OF SECTIONS 19-205 TO 19-206, INCLUSIVE, OF THE CODE; AUTHORIZING THE ISSUANCE OF REFUNDING BONDS; AND RELATING GENERALLY TO THE ISSUANCE AND SALE OF SUCH BONDS.

NOW, THEREFORE, BE IT ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF QUEEN ANNE’S COUNTY:

Section 1. Queen Anne’s County, Maryland (the “**County**”) is hereby authorized and empowered to borrow money and incur indebtedness for the public purposes described in Section 2 hereof, at one time or from time to time as the County may determine, in an aggregate principal amount not exceeding NINE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$9,500,000), and to evidence such borrowing by the issuance and sale, at public or private sale, upon its full faith and credit, of its general obligation bonds in like par amount.

Section 2. The net proceeds from the sale of the bonds authorized to be issued hereunder shall be used and applied for financing or refinancing, in whole or in part, one or more of the following projects (which shall include design, engineering, planning, fiscal, and legal expenses related thereto whether or not specifically stated, and which may represent the County’s share or contribution to the financing or refinancing of such projects):

- (i) road and parking lot paving and resurfacing projects, including asphalt overlays and equipment;
- (ii) capital projects approved by the Board of Education of the County, including (without limitation) building improvements and renovations at one or more schools;
- (iii) updates and improvements of emergency call facilities and equipment;
- (iv) trail development, playground upgrades, landscaping and recreational facility projects at County parks;
- (v) other capital projects as approved by the Board of County Commissioners of the County (the “**Board of County Commissioners**”), including (without limitation) the expansion of and renovations and improvements to the County detention center, drainage system

and stormwater management improvements and the improvement, renovation and equipping of other County buildings and facilities.

Proceeds from the sale of the bonds authorized to be issued hereunder may also be used to pay costs of issuing such bonds. If the proceeds received from the sale of the bonds exceed the amount actually expended or required for such public purposes, the amount of such unexpended excess shall be set apart in a separate fund and applied to the payment of the next principal maturity of the bonds of that issue or to the redemption of bonds of that issue or to the purchase and cancellation of bonds of that issue or to otherwise provide for payment of debt service on that issue, unless a resolution is adopted by the Board of County Commissioners to provide for the expenditure of that excess for some other valid purpose authorized by law.

Section 3. Prior to issuing all or any part of the bonds authorized to be issued hereunder, the Board of County Commissioners shall adopt a resolution containing all of the provisions required under Section 19-504(d) of the Local Government Article of the Annotated Code of Maryland (2013 Replacement Volume and 2019 Supplement) (the “**Code**”). The resolution may also contain such other provisions as the Board of County Commissioners may deem appropriate. The resolution may be adopted by the Board of County Commissioners at any time after the enactment of this public local law and the appropriate officers of the County may take any action deemed appropriate to effect the timely issuance and sale of the bonds pursuant to the resolution at any time after the enactment of this public local law, provided only that the resolution may not become finally effective until the effective date of this public local law. The bonds may be sold on any date or dates after the effective date of this public local law.

Section 4. For the purpose of satisfying the debt service requirements on the bonds authorized to be issued hereunder, the County shall levy for each and every fiscal year during

which any of the bonds may be outstanding ad valorem taxes upon all real and tangible personal property within its boundaries subject to assessment for unlimited County taxation in rate and amount sufficient to provide for the prompt payment of the principal of and the interest on the bonds maturing in each fiscal year; and, in the event the proceeds from the collection of the taxes so levied in any such fiscal year prove to be inadequate for such purpose, additional taxes shall be levied in the subsequent fiscal year to make up any deficiency.

The full faith and credit and unlimited taxing power of the County are hereby irrevocably pledged to the prompt payment of the maturing principal of and interest on the bonds authorized to be issued hereunder as and when the same become due, and to the levy and collection of the taxes hereinabove described as and when such taxes become necessary in order to provide sufficient funds to meet the debt service requirements of the bonds. The County hereby covenants with each holder of any of the bonds to take any action that may be appropriate from time to time during the period that any of the bonds remain outstanding and unpaid to provide the funds necessary to make the principal and interest payments due thereon and further covenants and agrees to levy and collect the taxes hereinabove described.

Section 5. The bonds authorized to be issued hereunder are hereby specifically exempted from the provisions of Sections 19-205 to 19-206, inclusive, of the Code.

Section 6. The County is hereby authorized pursuant to Section 19-207 of the Code (the “**Refunding Act**”) to issue its bonds (“**Refunding Bonds**”) for the purpose of refunding any bonds issued hereunder. References to the bonds in Sections 2 through 5, inclusive, above shall include the Refunding Bonds, unless the context requires otherwise. The Refunding Bonds may be issued at one time or from time to time, for one or more of the public purposes specified for the issuance of refunding bonds in the Refunding Act, and may be sold at public or private sale,

as provided in the resolution of the Board of County Commissioners adopted pursuant to Section 3 hereof. The aggregate principal amount of Refunding Bonds shall not exceed 120% of the principal amount of the bonds being refunded. The validity of any such Refunding Bonds shall in no way be dependent upon or affected by the validity or invalidity of the obligations so refunded.

[Signatures appear on following page.]

Section 7. This public local law shall take effect 45 days after it is enacted.

COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY, MARYLAND

James J. Moran, President

Jack N. Wilson, Jr., Vice President

Stephen Wilson, Commissioner

Philip L. Dumenil, Commissioner

Christopher M. Corchiarino, Commissioner

Date Introduced: January 14, 2020

Public Hearing Held: January 28, 2020 @ 5:50 pm

Vote: 5 Yea 0 Nay

Date Enacted: February 11, 2020

Effective Date: March 28, 2020