



**COUNTY COMMISSIONERS SCHEDULE
TUESDAY, MARCH 10, 2020
LEGISLATIVE DAY**

1. CLOSED SESSION

5:00 p.m.

Closed Session

“Under Section 3-305b(1) of the General Provision Article”
“To Discuss Appointment of Boards/Commissions”

5:10 p.m.

Closed Session

“Under Section 3-305b(3) of the General Provision Article”
“Land Acquisition”

2. CALL TO ORDER

5:30 p.m.

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

Accept County Commissioners’ Minutes
- Regular Minutes – February 25, 2020
- Sanitary Minutes – February 11, 2020
- Closed Session – February 25, 2020

Press and Public Comments**

3. NEW BUSINESS

5:35 p.m.

DEPARTMENT OF PUBLIC WORKS

Roads

1. Household Hazardous Waste Disposal, Latex Paint and Electronics Recycling Event
2. Systematic Replacement of Fleet Equipment – Containers
3. Systematic Replacement of Fleet Equipment – Mini-Excavator
4. Systematic Replacement of Fleet Equipment – One (1) ¾ ton

Pick-up

Sanitary

5. Fisherman’s Village Hotel - Request for Additional Water and Sewer Allocation
6. SKI Phase 2 – Community Mains - Construction Bid Results & Recommendation of Award

Correspondence”

Mr. Todd R. Mohn, PE, County Administrator

“Presentation of Documents for Signatures and Weekly

Action

1. SB 1069 – opposition letters - Construction of Toll Roads

- 2. New Museum for Sudlersville Community Betterment Club grant assistance support letter
- 3. Parson Green Farm, LLC – Termination of Open Space
- 4. David Denny & John Altfather - Termination of Open Space Easement
- 5. Matapeake Industrial Park Grant – Semi Annual Progress Report
- 6. Subordination Agreement – Moderately Priced Dwelling Unit
- 7. Support letter for “Volunteer Trained to Drive and Socialize” Grant Request
- 8. Cross Island Trail Repaving
- 9. Property Lien
- 10. QAC Residential Sprinkler Requirement for any additions, Alterations or repairs to a single-family dwelling
- 11. Good Sportsmanship Month Proclamation
- 12. Character Counts! Proclamation – Responsibility
- 13. Women’s History Month Proclamation
- 14. Boy Scout request for project funding
- 15. Budget Amendment CC-21 – Sheriff’s Office
- 16. Budget Amendment CC-23 – Traffic Study
- 17. Budget Amendment CC-26 – MAHT Grant

Documents:

- [03.10.2020DPW.pdf](#)
- [03.10.2020Action.pdf](#)
- [03.10.2020Coorespondence.pdf](#)

4. LEGISLATION

6:00 p.m. Public Hearing

County Ordinance 20-02 - Establishment of the Queen Anne’s County Farmland Preservation Fund

Documents:

- [ORD 20-02.Pdf](#)

5. PRESENTATIONS

Dr. Joseph A. Ciotola, Jr. M.D., Health Officer
“Health Department Update”

Mr. Maurice Dashiell
“Years of Service Recognition”

Ms. Susan Coppage, Director
Ms. Alison Davis, Board Member
“QAC Social Services Advisory Board Update”

Documents:

- [03.10.2020Presentation.pdf](#)

6. LEGISLATION

Legislative Session

County Ordinance 20-03 - the timing of development impact fee collection and assignment of an administrative fee for the processing of deferred impact fee payments in Queen Anne’s County (to be introduced)

Citizen Sponsored Text Amendments

Text Amendment 20-04 – William H. Reed: § 14:1-39(2).

Development standards in resource conservation (reserved).

Text Amendment 20-05 – COHBROS Properties, LLC c/o William Thomas Davis, Jr.: § 18:1-32.D(2)(b)[5][b] and

§ 18:1-33.D(2)(b)[5][b]. Grasonville Neighborhood Commercial (GNC) and Grasonville Village Commercial (GVC)

Residential development standards. Dimensional and bulk requirements. Minimum lot width. Multifamily.

Text Amendment 20-06 – Brandon A. Davis: § 14:4-1. Stormwater Management. Definitions.

Text Amendment 20-07 – Chesapeake Bay Beach Club, LLC c/o William Thomas Davis, Jr.: § 18App-1. Appendix a: Glossary. Definitions.

Press and Public Comments**

Commissioner's Roundtable

* 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:

3/14 QAC Farm Bureau Annual Banquet

3/16-17 Bond Council



*Queen
Anne's
County*

DEPARTMENT OF PUBLIC WORKS

312 Safety Drive
Centreville, MD 21617

Telephone: (410) 758-0925

Fax: (410) 758-3341

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

Date: March 10, 2020

INFORMATIONAL ITEM

To: County Commissioners

From: Alan Quimby

Re: Household Hazardous Waste Disposal, Latex Paint and Electronics Recycling Event

On Saturday, April 25, 2020, Queen Anne's County will be hosting the Midshore Regional Recycling Programs Household Hazardous Waste Disposal, Latex Paint and Electronics Recycling Event. This event will be held at the Department of Public Works, 312 Safety Drive, Centreville from 8 AM – 2 PM, rain or shine.

The event is held twice yearly and rotates throughout the four Midshore Counties of Kent, Caroline, Talbot and Queen Anne's. The event is for residents only. Business materials are not accepted. An informational flyer is attached.

LIVE • WORK • PLAY in QA

POWERED BY QACTV  visitqueenannes.com

things to do...places to go...ways to grow your business...scan for info



FREE Household Hazardous Waste Latex Paint and Electronics Recycling Drop-Off Day

Saturday, April 25, 2020

At the Queen Anne's County Public Works Facility,
312 Safety Drive, Centreville (off of route 301)
The event is scheduled from 8:00 a.m. to 2:00 p.m., rain or shine.
*The service is limited to **Midshore residents** not businesses of
(Caroline, Kent, Queen Anne's and Talbot Counties)*

Acceptable Household Hazardous Waste Items Include:

- Gas, gas/oil mixes and automotive fuels
- Empty Propane Cylinders size # 40 and smaller (9.4 gallons and under)
- Acids, cleaners, and solvents
- Chemicals (pool, darkroom, etc.)
- Pesticides, insecticides and herbicides
- Oil based paint, paint thinner, stains, turpentine, wood preservatives and wood strippers
- Fluorescent tubes and lamps (limit 15)
- Mercury thermometers

Acceptable Electronics Will Include:

- Computers and peripherals (keyboards, laptops, monitors, mice, printers, cables, modems, etc.)
- TVs, remotes, VCR, CD and DVD players (limit 4 TV's)
- CB radios, fax machines, answering machines and copiers

Usable latex paint will be accepted for recycling. Do not bring unusable latex paint to the event. Instead, solidify the paint with an absorbent such as kitty litter, dirt or mulch and dispose of the paint in regular trash.

Items NOT Accepted at this event are:

- Household trash
- Explosives and ammunition
- Medical and radioactive wastes
- Compressed gas cylinders other than propane cylinders listed above
- Asbestos
- Smoke detectors
- Business, industrial and commercial farm wastes
- Appliances
- Power tools and power tool batteries
- Tires
- Household batteries
- Road/marine flares
- Liquid containers over 5 gallon maximum size
- *Any household waste over 20 gallons or maximum of 250 pounds per household*

For questions on the program, please contact the Maryland Environmental Service at (443) 685-4073.



**Queen
Anne's
County**

DEPARTMENT OF PUBLIC WORKS

312 Safety Drive
Centreville, MD 21617

Telephone: (410) 758-0925
Fax: (410) 758-3341
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: March 10, 2020

To: County Commissioners

ACTION ITEM

From: R. Shane Moore, PE

Subject: Systematic Replacement of Fleet Equipment - Containers

The Solid Waste Division is requesting to purchase four (4) 40-yard containers, from Mid-Atlantic Waste Systems, of Easton, MD, in the amount of \$26,646.00, via the NJPA/Sourcwell Pre-Established Contract # 041217-WQI. See the attached New Equipment Request Form and quote.

This purchase will replace four (4) open top containers in unsafe conditions that average 20 years old.

This purchase was programmed in FY2020 and adequate funding is available in the FY2020 Capital Equipment Budget. See attached FY 2020 Capital Equipment Budget funding and expenditures.

Requested Action:

I move to purchase four (4) 40-yard containers, from Mid-Atlantic Waste, of Easton, MD, in the amount of \$26,646.00, via the NJPA/Sourcwell Contract # 041217-WQI.

LIVE • WORK • PLAY in QA 

POWERED BY QA TV  visitqueenannes.com

things to do...places to go...ways to grow your business...scan for info

	A	B	C	D
1	Queen Anne's County			
2	Request for Vehicle/Equipment			
3				
4	DEPARTMENT:	SOLID WASTE		
5	Preparer:	R. Shane Moore		
6	Date:	3/10/2020		
7				
8	NEW/REPLACEMENT VEHICLE/EQUIPMENT INFORMATION			
9				
10	Make	Wastequip		
11	Model	4 - 40 yard containers		
12	Additional description	Open top		
13	New (N) or replacement (R)?	Replacement		
14	Vendor	Mid-Atlantic (Sourcewell NJPA # 041217-WQI)		
15				
16	Cost	\$26,646.00		
17				
18	Budget	\$40,511.87		
19	Expenditures FY to date above	\$26,646.00		
20	Remaining	\$13,865.87		
21	<i>If the request is to REPLACE a vehicle/piece of equipment, complete the following section.</i>			
22				
23				
24	Existing Vehicle/Equipment Details			
25				
26	Age (yrs.)	20 year average lifespan		
27	Miles/hours [specify which]			
28	Make	TBD		
29	Model	4 - 40 yard open top containers		
30	Additional description			
31				
32	Service history	4 containers in the worst condition are purged		
33				
34				
35				
36				
37				
38	Surplus info (e.g., selling on eBay)	sold as scrap metal		

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

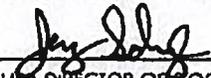
NJPA Contract #: 041217-WQI

Proposer's full legal name: Wastequip, LLC

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

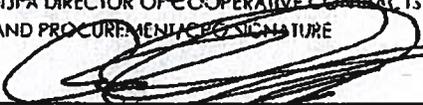
The effective date of the Contract will be July 7, 2017 and will expire on July 7, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on July 6, 2017

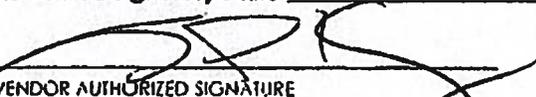
NJPA Contract # 041217-WQI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Wastequip, LLC

Authorized Signatory's Title CFO



VENDOR AUTHORIZED SIGNATURE

Steve Klueg
(NAME PRINTED OR TYPED)

Executed on July 8, 2017

NJPA Contract # 041217-WQI



Division of THC Enterprises, Inc.

Easton, MD * Baltimore, MD * Chesapeake, VA Chester, PA *
 Clinton, MD * Cheswick, PA * Salem, VA
 Phone 800-338-7274 Fax 410-820-9916
 Visit us on the web! www.mawaste.com



PROPOSAL

Remittance Address for Deposits:

10841 Cordova Road
 Easton, MD 21601

SOLD TO

Connie Toulson
 Queen Anne's County
 312 Safety Drive
 Centerville, MD 21617

SHIP TO

Connie Toulson
 Queen Anne's County
 312 Safety Drive
 Centerville, MD 21617

Quote #: RSSQ33368
 Account: 12000
 Terms: Net 30 Days
 Date: 03/02/20

410-758-2697
 ctoulson@qac.org

410-758-2697
 ctoulson@qac.org

Sales Rep Jack Mason

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
-----	-------------	------------	-----------

**NJPA CONTRACT # WASTEQUIP 041217-WQI
 QUEEN ANNE COUNTY MEMBERSHIP # 25449**

4.00	40 Cubic Yard Standard Duty Rectangle Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6" x 2" x 1/4" Structural Tubing Main Rails, Walls: 12 gauge with side columns on 24" centers and 3" x 4" x 11 gauge Top Rails, Primed and Painted any Standard Color COLOR: DARK BLUE	\$6,299.00	\$25,196.00
4.00	Continuous Weld Side Post		
1.00	Freight to Centreville, MD 21617	\$1,450.00	\$1,450.00

Customer responsible for offloading equipment at time of arrival.

Price does not include any local, state, or federal excise tax.

All built per manufacturer's standard specifications.

Price includes one standard color paint. Additional charges will apply if not a standard color paint from paint brochure or a metallic paint.

Due to the volatility of the fuel and steel markets, prices are subject to change without notice.

Approximate Delivery: 30-60 Days After Receipt of Signed Sales Order and Deposit (if applicable).

Terms: Net 30 Days

Subtotal	\$26,646.00
Federal Excise Tax	\$0.00
Sales Tax	
TOTAL*	\$26,646.00

**Total does not include optional items*

F.E.T will be charged on all applicable items unless current F.E.T Exemption form is on file.



TERMS AND CONDITIONS

1. General

No terms or condition of Buyer's purchase order which is different from or in addition to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative. Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on MID-ATLANTIC WASTE SYSTEMS until officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations or agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent.

2. Price and Payment

****Payments Accepted:** Cash, Checks, ACH & Wires. Credit Card payments above \$5,000 will incur a 4% fee.

(a) Prices quoted herein are exclusive of all taxes. Any taxes levied or which may become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be the expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

(b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. The undersigned agrees to pay all expenses, charges, costs and fees, including, without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., in connection with any collection action brought hereunder. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.

(c) MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., shall retain ownership of and title to the above machinery, equipment and parts covered by this order until fully paid for in cash and until any note given in evidence of indebtedness, and any renewals thereof, have been fully paid. If any such note is not paid in full at its maturity, all other notes and obligations given in evidence of indebtedness hereof shall at once become due, and the said MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., shall have the right to take possession of said machinery wheresoever it may be situated and sell the same pursuant to the conditional sales statutes of the State of Maryland.

3. Delivery

(a) Delivery dates are estimated and not guaranteed by Seller and, in any event are conditioned upon receipt of all specifications and

4. WARRANTY AND LIMITATIONS OF LIABILITY

ANY EXPRESS WRITTEN WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS QUOTATION IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTIVE GOODS, SELLER'S NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT, OR CLAIMS BASED UPON STRICT LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES COMMERCIAL IN NATURE.

5. Delays

Seller shall not be liable for the failure or delay in the performance of any term, condition, or obligation hereunder due to any cause beyond the Seller's control, including but not limited to Acts of God, acts of the Buyer, war, insurrections or riots, fires, floods, accidents, acts, orders or regulations of any government, inability to obtain necessary materials, services or facilities, strikes or other labor troubles.

6. Development Changes

Changes in design, specifications, construction or materials, may be made at Seller's discretion, and without Buyer's consent, where such changes do not materially affect price, delivery or guaranteed performance (if any) of the goods, or make unusable any other item of goods furnished hereunder.

7. Termination

No order may be terminated without Seller's written consent. Upon any termination Buyer shall pay reasonable termination charges, including but not limited to, manufacturing and sales costs, overhead, costs or goods and profit.

ALL PRICES SUBJECT TO ANY APPLICABLE FEDERAL OR STATE TAXES AND TITLING FEES. QUOTE SUBJECT TO REVISION AFTER 15 DAYS.

FINANCING AVAILABLE

NOTE: Please read carefully. This quote becomes a sales order if signed by customer. Your order will be processed as written! Notify of any changes needed within five (5) days of signing. Financing available, subject to credit approval. I have read and understand the terms and conditions on this Order.

X _____ Date

Customer Approval to Process Order

Date

Thank you for the opportunity to earn your business!



**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: March 10, 2020

To: County Commissioners

ACTION ITEM

From: R. Shane Moore, PE

Subject: Systematic Replacement of Fleet Equipment – Mini-Excavator

The Roads Division is requesting to purchase one (1) Kubota KX057-4R3AP Mini-Excavator, from Burke Equipment Company, of Felton, DE, in the amount of \$73,255.27, via the NJPA/Sourcewell Pre-Established Contract # 062117-KBA. See the attached New Equipment Request Form and quote.

This purchase will replace unit #479, 2005 Takeuchi that had been previously been given to the Parks Department.

This purchase was programmed in FY2020 and adequate funding is available in the FY2020 Capital Equipment Budget. See attached FY 2020 Capital Equipment Budget funding and expenditures.

Requested Action:

I move to purchase one (1) Kubota KX057-4R3AP Mini-Excavator, from Burke Equipment Company, of Felton, DE, in the amount of \$73,255.27, via the NJPA/Sourcewell Pre-Established Contract # 062117-KBA.

LIVE • WORK • PLAY in QA 

POWERED BY QUALITY  visitqueenannes.com

things to do...places to go...ways to grow your business...scan for info

	A	B	C	D
1	Queen Anne's County			
	Request for Vehicle/Equipment			
3				
4	DEPARTMENT:	Roads Division		
5	Preparer:	R. Shane Moore		
6	Date:	3/10/2020		
7				
8	NEW/REPLACEMENT VEHICLE/EQUIPMENT INFORMATION			
9				
10	Make	Kubota		
11	Model	KX057-4R3AP		
12	Additional description	Mini-Excavator		
13	New (N) or replacement (R)?	Replacement		
14	Vendor	Burke Equipment company		
15				
16	Cost	\$73,255.27		
17				
18	Budget	\$410,000.00		
19	Expenditures FY to date above	\$73,255.27		
20	Remaining	\$336,744.73		
21				
22	<i>If the request is to REPLACE a vehicle/piece of equipment, complete the following section.</i>			
23				
24	Existing Vehicle/Equipment Details			
25				
26	Age (yrs.)	15		
27	Miles/hours [specify which]	30,073		
28	Make	Takeuchi		
29	Model	TB145		
30	Additional description			
31				
32	Service history			
33				
34				
35				
36				
37				
38	Surplus info (e.g., selling on eBay)	Transferred to Parks Department		

ROADS DIVISION
FY 2020 CAPITAL EQUIPMENT BUDGET

Approved FY 2020 Capital Equipment Budget **\$410,000.00**

Expenditures

<u>Commissioner Approval Date</u>	<u>Item</u>	<u>Budgeted</u>	<u>Actual</u>
March 10, 2020	Mini-Excavator	\$80,000.00	\$73,255.27
March 10, 2020	3/4 Ton Pick-up	\$50,000.00	\$37,510.00
April 14, 2020	Two (2) Six-Wheel Dump Trucks	\$270,000.00	
Remaining Balance		\$299,234.73	



OH - 062117, CE - 042815, AG - 021815
 NJPA Arkansas 44000 417 18
 NJPA Delaware GSS- 17673
 Nebraska 14777 (OC)
 Mississippi (CE Only) 820036654

KX057-4R3AP WEB QUOTE #1455358

Date: 9/10/2019 11:44:36 AM

— Customer Information —
RHODES, DEAN
QUEEN ANNE COUNTY ROADS
 bcooke@burkeequipment.com
 4107850920

Quote Provided By
BURKE EQUIPMENT COMPANY
ROBERT COOKE
 54 ANDREWS LAKE RD.
 FELTON, DE 19943
 email: bcooke@burkeequipment.com
 phone: 3026321763

-- Standard Features --

-- Custom Options --



Kubota

K Series

KX057-4R3AP

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Eco Plus System
 Auto Idler
 Rubber Track Model
 ROPS/OPG (Top Guard, Level I)
 Air Conditioning Cab
 Suspension Seat
 Kubota 3 Hydraulic Pump Load Sensing System
 1 Gear, 2 Variable Displacement Pumps
 All Controls Hydraulic Pilot Controls
 Two Operating Pattern Selection System
 Accumulator
 Digital Control Panel
 Attachment Flow Presets, Service Alerts
 Float Angle Blade w/ Bolt-on Cutting Edge
 360 Degree Full Rotation
 70 Degree Left, 55 Degree Right Boom Swing
 19.8 gpm Adjustable Auxiliary Hydraulics Port 1
 9.8 gpm Adjustable Auxiliary Hydraulics Port 2
 Thumb Bracket and Relief Valves
 Five Second Quick Preheat System
 Key Switch Stop System
 Half Pitch Rubber Tracks
 Self Bleed Fuel System
 Auto-Downshift Two Speed Travel System
 Swivel Negative Brake
 Travel Negative Brake
 Third Line

ENGINE

V2607 Kubota DI CRS Tier 4 Diesel Engine
 4 Cylinder, 4 Cycle
 45.2 Net HP @ 2200 rpm

OPERATIONAL

DIMENSIONS

Max Digging Depth 12' 8.2"
 Max Digging Radius @ Ground Level 20' 0.5"
 Max Vertical Digging Depth 5' 7.3"
 Max Dumping Height 13' 8.6"

DOZER BLADE

DIMENSIONS

Width 77.2"
 Height 16.1"
 Lift Above Ground 17.3"
 Drop Below Ground 16.1"

PERFORMANCE

Digging Force @ Bucket (K7919) 11,177 lbs.
 Digging Force @ Dipper Arm 5,644 lbs.
 Travel Speed (Low) 1.8 mph
 Travel Speed (High) 3.1 mph
 Climbing Ability 36% / 20"
 Lift Capacity 3,410 lbs.
 Over Front Blade Grounded
 4.0 Ft. Load Point Height
 12.0 Ft. Load Radius

DIMENSIONS AND OPERATING WEIGHT

KX057-4R3AP, Rubber Tracks, A/C ROPS/OPG (Top Guard, Level I) Cab,
 Angle Dozer Blade, Dipper Arm, Counterweight, SP2
 Overall Length 18' 1.3"
 Overall Width 6' 5.2"
 Overall Height 8' 4.4"
 Operating Weight 12,620 lbs.*
 Ground Clearance 12' 0.2"
 * Includes operator's weight, 175 lbs.

KX057-4R3AP Base Price: \$81,093.00

(1) 36" QUICK ATTACH GRADING BUCKET K7922A-36" QUICK ATTACH GRADING BUCKET	\$1,194.00
(1) 18" QUICK ATTACH TRENCHING BUCKET K7918A-18" QUICK ATTACH TRENCHING BUCKET	\$1,210.00
(1) 36" BOLT ON CUTTING EDGE K7474A-36" BOLT ON CUTTING EDGE	\$157.00
(1) QUICK COUPLER K7915A-QUICK COUPLER	\$950.00
(1) HYDRAULIC THUMB KIT K7937A-HYDRAULIC THUMB KIT	\$2,252.00
(1) TRAVEL ALARM KIT K7927-TRAVEL ALARM KIT	\$146.00
Configured Price:	\$87,002.00
Sourcewell Discount:	(\$20,880.48)
SUBTOTAL:	\$66,121.52
Dealer Assembly:	\$318.75
Freight Cost:	\$680.00
PDI:	\$250.00
hyd tilt grading bucket 48"	\$5,885.00

Total Unit Price: \$73,255.27

Quantity Ordered: 1

Final Sales Price: \$73,255.27

Purchase Order Must Reflect the Final Sales Price

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



**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: March 10, 2020

To: County Commissioners

ACTION ITEM

From: R. Shane Moore, PE

Subject: Systematic Replacement of Fleet Equipment – One (1) ¾ ton Pick-up

The Roads Division is requesting to purchase one (1) Ford F250 ¾ ton pick-up, from National Auto Fleet Group, of Watson, CA, in the amount of \$37,510, via the NJPA/Sourcewell Pre-Established Contract # 120716-NAF. See the attached New Equipment Request Form and quote.

This purchase will replace unit #561, a 1998 Chevy ¾ ton pick-up with 103,835 miles.

This purchase was programmed in FY2020 and adequate funding is available in the FY2020 Capital Equipment Budget. See attached FY 2020 Capital Equipment Budget funding and expenditures.

Requested Action:

I move to purchase one (1) Ford F250 ¾ ton pick-up, from National Auto Fleet Group, of Watson, CA, in the amount of \$37,510, via the NJPA/Sourcewell Pre-Established Contract # 120716-NAF.

LIVE • WORK • PLAY in QA 

visit visitqueenannes.com

things to do...places to go...ways to grow your business...scan for info

	A	B	C	D
1	Queen Anne's County			
	Request for Vehicle/Equipment			
3				
4	DEPARTMENT:	Roads Division		
5	Preparer:	R. Shane Moore		
6	Date:	3/10/2020		
7				
8	NEW/REPLACEMENT VEHICLE/EQUIPMENT INFORMATION			
9				
10	Make	Ford		
11	Model	F250		
12	Additional description	3/4 Ton Pick-up		
13	New (N) or replacement (R)?	Replacement		
14	Vendor	National Auto Fleet Group		
15				
16	Cost	\$37,510.00		
17				
18	Budget	\$410,000.00		
19	Expenditures FY to date above	\$110,765.27		
20	Remaining	\$299,234.73		
21				
22	<i>If the request is to REPLACE a vehicle/piece of equipment, complete the following section.</i>			
23				
24	Existing Vehicle/Equipment Details			
25				
26	Age (yrs.)	22		
27	Miles/hours [specify which]	103,835		
28	Make	Chevy		
29	Model	2500		
30	Additional description			
31				
32	Service history			
33				
34				
35				
36				
37				
38	Surplus info (e.g., selling on eBay)	Gov Deals		

ROADS DIVISION
FY 2020 CAPITAL EQUIPMENT BUDGET

Approved FY 2020 Capital Equipment Budget **\$410,000.00**

Expenditures

<u>Commissioner Approval Date</u>	<u>Item</u>	<u>Budgeted</u>	<u>Actual</u>
March 10, 2020	Mini-Excavator	\$80,000.00	\$73,255.27
March 10, 2020	3/4 Ton Pick-up	\$50,000.00	\$37,510.00
April 14, 2020	Two (2) Six-Wheel Dump Trucks	\$270,000.00	
Remaining Balance		\$299,234.73	



Welcome DEAN RHODES

[Edit My Profile](#) | [LOG OFF](#)

1-855-289-6572
Fax 1-831-480-8497
Fleet@NationalAutoFleetGroup.com

This is only a Quote, in order for us to place an order, we must receive your purchase order.

Step 6 of 8
Please click to view your quotation

Sourcewell Price

Exclusive Sourcewell Price

Configured Total MSRP Price	\$47,620.00
Sourcewell Price	\$37,510.00

[View and print your Sourcewell contract quote letter without Lease Options](#)

Estimated Lease Options Per Unit

36 Months	\$1,136.55
48 Months	\$866.48
60 Months	\$708.94

[View and print your Sourcewell contract with Lease Options](#)

MAKE/MODEL DETAIL

Model Year	2020
Model Name	Super Duty F-250 SRW
Manufacturer Model Code	W2B
Series/Sub-Model Name	XLT 4WD Crew Cab 6.75' Box 160" WB
Body Style	Crew Cab Pickup - Standard Bed

Vehicle Configuration Options**ENGINE**

Code	Description
996	ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 FLEX-FUEL. (STD)

TRANSMISSION

Code	Description
44S	TRANSMISSION TORQSHIFT-G 6-SPD AUTO W/SELECTSHIFT. (STD)

WHEELS

Code	Description
648	WHEELS: 18" SPARKLE SILVER PAINTED CAST ALUMINUM, -inc: bright hub covers/center ornaments (STD)

TIRES

Code	Description
TCH	TIRES: LT275/65RX18E BSW A/S. (STD)

PRIMARY PAINT

Code	Description
Z1	OXFORD WHITE

PAINT SCHEME

Code	Description
—	STANDARD PAINT

SEAT TYPE

Code	Description
3S	MEDIUM EARTH GRAY, CLOTH 40/20/40 SPLIT BENCH SEAT, -inc: 20% locking center under-seat storage, center armrest, cupholder, storage, 4-way adjustable driver/passenger headrests and driver's side manual lumbar

AXLE RATIO

Code	Description
X37	3.73 AXLE RATIO. (STD)

ADDITIONAL EQUIPMENT

Code	Description
473	SNOW PLOW PREP PACKAGE, -inc: computer selected springs for snowplow application, NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details, NOTE 2: May result in deterioration of ride quality when vehicle is not equipped w/snowplow

OPTION PACKAGE

Code	Description
603A	ORDER CODE 603A

Base Price	\$45775
Manufacturer Destination Charge	\$1595
Total Options Price	\$250
Total Price	MSRP only. Not your Sourcwell member price. → \$47620

Copyright © 2020 National Auto Fleet Group. All rights reserved. _



Queen Anne's County

DEPARTMENT OF PUBLIC WORKS

312 Safety Drive
Centreville, MD 21617

Telephone: (410) 758-0925
Fax: (410) 758-3341
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: March 10, 2020

ACTION ITEM

To: Sanitary Commission

From: Alan Quimby

Re: Fisherman's Village Hotel
Request for Additional Water and Sewer Allocation

Schulz Development LLC has revived its proposal to construct a hotel with banquet facility on the property between the existing Crab Deck restaurant and the existing Narrows restaurant. Among other site design changes, this iteration increases the number of hotel rooms from 99 to 120. As such the proposal requires additional sewer and water allocation.

The previous proposal required 7,351 gpd of water and sewer allocation which was granted in 2010 with the Public Works Agreement executed in 2015. This latest iteration requires an additional 1,160 gpd of water and sewer allocation the cost of which at current rates is \$64,691.

Please note that the current allocation policy restricts the amount of allocation to be granted annually at 50,000 gpd (this sum ignores administrative allocations granted by staff). No allocation has been granted this calendar year.

If agreeable, please make a motion similar to the following:

I move that we grant an additional 1,160 gallons per day of water and sewer allocation to Schulz Development LLC for its proposed 120 room hotel at a cost of \$64,691 for which a 10% non-refundable deposit will be required within 30 calendar days.

LIVE • WORK • PLAY in QA 

POWERED BY OAGV visitqueenannes.com

things to do...places to go...ways to grow your business...scan for info



**Queen
Anne's
County**

DEPARTMENT OF PUBLIC WORKS

312 Safety Drive
Centreville, MD 21617

Telephone: (410) 758-0925

Fax: (410) 758-3341

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: March 10, 2020

ACTION ITEM

To: Sanitary Commission

From: Alan Quimby

Re: SKI Phase 2 – Community Mains
Construction Bid Results & Recommendation of Award

On February 4, 2020 bids were received for the construction of the community mains to service the Southern Kent Island – Phase 2 service area (Tower Garden’s subdivision). The bid results are shown below:

<u>Company</u>	<u>Amount of Bid</u>
ECM Corporation - Jessup, MD	\$1,404,575.00
Hopkins Construction - Bridgeville, DE	\$1,766,155.00
Schummer – Mayo, MD	\$1,874,527.00
Retallack & Sons - Easton, MD	\$3,108,899.29
JJID - Bear, DE	\$3,536,962.00
Pact One – Ringoes, NJ	\$3,794,050.00

The engineer’s estimate was \$1,790,256.

As we were unfamiliar with ECM, and as it was a requirement of the bid that all of the pipes, to the maximum extent possible, were to be placed with Horizontal Directional Drilling (HDD) techniques to lessen disturbance within the community and to that end the specification required minimum HDD experience of the bidders, we took extra time to vet ECM.

LIVE • WORK • PLAY in QA
POWERED BY QACTV **visitqueenannes.com**
 things to do...places to go...ways to grow your business...scan for info



Page Two
March 10, 2020

Re: SKI Phase 2 – Community Mains
Construction Bid Results & Recommendation of Award

While they are a relatively new company – established in 2012 – they have had adequate experience in various utility projects with the majority of the projects utilizing conventional ‘open trench’ techniques. They currently have some small HDD projects ongoing and have their own HDD machine. Their references all checked out and in addition we visited one of their active jobsites in Delmar (they have also done work in Easton and Salisbury). However their HDD experience did not meet the letter or intent of the specifications.

As such we negotiated with ECM to add the following clause to their contract:

CONTRACTOR shall employ a subcontractor acceptable to the OWNER to assist it in performing Horizontal Directional Drilling (“HDD”) work required under this Contract. Such subcontractor, prior to its engagement, shall provide OWNER proof of such subcontractor’s qualifications and experience, including that information required by Specification 2800, Part 1, Section 1.03. Such subcontractor shall install the 8 inch main in Kent Point Road and shall assist CONTRACTOR with the installation of smaller HDD pipe as required or directed by OWNER.

As such we are now comfortable recommending the award of this project to ECM Corporation. Note, as the funding agency, the bids need to be reviewed and approved by the Maryland Department of the Environment so the award will need to be conditional.

If agreeable, please make a motion similar to the following:

I move that we conditionally award the construction bid of the Southern Kent Island – Phase 2 Community Mains to ECM Corporation in the amount of \$1,404,575.00, with the condition being the review and approval of the bid by the Maryland Department of the Environment, and also I authorize the Director of Public Works to execute the Agreement once any necessary submittals are in place.

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

The Liberty Building
107 North Liberty Street
Centreville, MD 21617

e-mail: QACCommissioners&Administrator@gac.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

Executive Assistant to County Commissioners: Margie A. Houck

County Attorney: Patrick Thompson, Esquire

ACTION ITEM

MEMO

To: County Commissioners

From: Lynda Thomas, Deputy Executive Assistant

Subject: SB 1069 - Transportation – Eastern Shore Counties – Construction of Toll Roads

Date: March 10, 2020

Attached is an opposition letter to Senator Hershey regarding Senate Bill 1069 that would take away the Eastern Shore Counties ability to review and give consent to the state before they approve construction of a toll road, toll highway or a toll bridge.

We also have same or similar letters to each member of the Rules Committee, Senator Stephen S. Hershey, Jr., Senator Thomas Mike Miller, Jr. (submitted the bill), Delegate Arentz, and to each County this bill would affect.

Motion: I move to sign the opposition letters to Senate Bill 1069.



**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@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

County Administrator: Todd R. Todd, PE
Executive Assistant to County Commissioners: Margie A. Houck
County Attorney: Patrick Thompson, Esquire

March 10, 2020

The Honorable Stephen S. Hershey, Jr.
James Senate Office Building
11 Bladen Street, Room 420
Annapolis, MD 21401

RE: SB 1069 - Transportation – Eastern Shore Counties – Construction of Toll Roads

Dear Senator Hershey:

Please consider this letter of opposition for Senate Bill 1069. This bill would repeal the prohibition on a State agency constructing any toll road, toll highway, or toll bridge in certain Eastern Shore Counties without the express consent of a majority of the governments of the affected counties; generally relating to the construction of toll roads and bridges.

This Legislation would formally remove the Eastern Shore Counties ability to review and give consent before the state approves construction of a toll road, toll highway, or a toll bridge.

Respectfully,

QUEEN ANNE'S COUNTY
BOARD OF COUNTY COMMISSIONERS

James J. Moran, President

Stephen Wilson

Jack N. Wilson, Jr.

Philip L. Dumenil

Christopher M. Corchiarino



**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@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

County Administrator: Todd R. Mohn, PE
Executive Assistant to County Commissioners: Margie A. Houck
County Attorney: Patrick Thompson, Esquire

March 10, 2020

Ms. Jennifer Ruffner
 Administrator
 Maryland Heritage Areas Authority
 100 Community Place, 3rd Floor
 Crownsville, Maryland 21032

Dear Ms. Ruffner,

We are pleased to give our support for the Sudlersville Community Club, as they are applying for a grant to the Maryland Heritage Areas Authority seeking funding assistance for a major project including design and construction of a new Museum building on property owned by the Sudlersville Community Betterment Club, Inc. which is directly across the railroad tracks from the existing Train Station Museum.

Funding will include professional architectural design services, as well as professional engineering civil design services for grading, drainage, storm-water management, sediment and erosion control and Maryland State Highway Administration access design and approval of the entrance from the road to a new parking lot on the property.

This Sudlersville Museum project will benefit and promote heritage tourism in the Sudlersville area and for Queen Anne's County. The existing Sudlersville Train Station Museum is specifically cited in the Stories of the Chesapeake Heritage Management Plan. The new museum building will provide expanded space to focus on the collection of community history as well as the baseball memorabilia of the National Baseball Hall of Fame baseball player, Jimmie Foxx, who is a native of Sudlersville.

Thank you for your consideration on their application seeking grant funding

Sincerely,

QUEEN ANNE'S COUNTY
 BOARD OF COUNTY COMMISSIONERS

 James J. Moran, President

 Jack N. Wilson, Jr.

 Stephen Wilson

 Philip L. Dumenil

 Christopher M. Corchiarino



*Queen
Anne's
County*

DEPARTMENT OF PLANNING & ZONING

110 Vincit St., Suite 104
Centreville, MD 21617

Telephone Planning: (410) 758-1255
Fax Planning: (410) 758-2905
Telephone Permits: (410) 758-4088
Fax Permits: (410) 758-3972

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 - FOR SIGNATURE

Meeting Date: March 10, 2020

To: County Commissioners
County Administrator
Margie Houck

From: Rob Gunter, Development Review Principal Planner

Re: Parson Green Farm, LLC – Minor Subdivision #19-05-0010
Legal Document – Termination of Open Space Easement

Please find attached a Termination of Open Space Easement (“Easement”) document for the Parson Green Farm, LLC (c/o Scott MacGlashan) minor subdivision.

Lot 1 contains open space that was deed restricted to support a minor cluster subdivision which created what is now known as Lot 3 (5.969 ± ac.). This subdivision was approved by the Department of Planning and Zoning on January 7, 1992 and subsequently recorded among the land records.

The applicant is proposing to eliminate 249.816 ± ac. of open space that was previously established on Lot 1 by going through the minor subdivision process to amend the subdivision technique that was used to create Lot 3 from a cluster subdivision to a sliding scale subdivision. Based on the requirements of the Queen Anne’s County Zoning and Subdivision Regulations (“County Code”) the sliding scale subdivision technique does not require the establishment of open space; therefore, the applicant would no longer need to supply any deed restricted open space.

Additionally, Lot 1 also has 117.026 ± ac. within a Maryland Agricultural Land Preservation Foundation (MALPF) easement which will not be affected by the termination of the open space (see attachment 1).

Respectfully, Staff requests that the County Commissioners please review and sign this Easement.

MOTION

I move that we approve this Termination of Open Space Easement to remove 249.816 ± ac. of open space established on Lot 1 as part of a Minor Sliding Scale Subdivision of the lands of Parson Green Farm, LLC intended to be recorded among the plat records of Queen Anne’s County.

Attachments:

Attachment 1: Aerial image identifying conservation areas & area of Open Space to be removed

Parsons Green Farm, LLC



Lot 1 Boundary



Open Space:
249.816 ac
(to be removed)



MALPF easement
117.026 ac:
(to remain)



**TERMINATION
OF
OPEN SPACE EASEMENT**

THIS TERMINATION OF OPEN SPACE EASEMENT ("Agreement"), made this 16th day of December, 2019, by and between **PARSON GREEN FARM, LLC**, party of the first part, hereinafter referred to as "Parson," and **SCOTT MACGLASHAN and Trustees of the Family Trust under the will of Archibald A. MacGlashan, III**, parties of the second part, hereinafter referred to as "The MacGlashan Family Trust," and **RENU DATTA and SUNIL K. DATTA**, parties of the third part, hereinafter collectively referred to as "Datta," and **THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY**, a municipal corporation, parties of the third part, hereinafter referred to as "County".

RECITALS

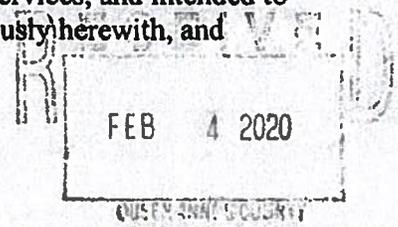
WHEREAS, Parson is the owner of an undivided 19.6429% interest in all that farm or tract of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, originally containing 343.261 acres of land, more or less, by virtue a deed from Elizabeth MacGlashan Nelson (f.k.a. Elizabeth Kirby MacGlashan) by Thomas E. Nelson, her attorney-in-fact, dated November 14, 2018, and recorded among the Land Records of said Queen Anne's County in Liber K.B.H. No. 3032, folio 275, and The MacGlashan Family Trust is the owner of an undivided 80.3571% interest in said farm, by virtue a deed from Elizabeth Kirby MacGlashan and Edward A. Johnson, Personal Representatives of the Estate of Archibald A. MacGlashan, III, dated August 23, 2002, and recorded among the Land Records of said Queen Anne's County in Liber S.M.. No. 1018, folio 696 (the "Parson Tract"); and

WHEREAS, Parson and The MacGlashan Family Trust's predecessor in title previously subdivided a portion of said land into one (1) cluster lot as set forth and shown on a plat entitled "MINOR SUBDIVISION PLAT ARCHIBALD A. MACHLASHAN LANDS" dated October, 1989, by William R. Nuttle, Registered Surveyor, and recorded among the plat records of Queen Anne's County in plat book M.W.M. No. 17, folio 92, hereinafter "Plat"; and

WHEREAS, Datta is the owner of Lot 3 on the plat, said lot containing 5.969 Acres, more or less.

WHEREAS, a Deed of Open Space Easement, dated December 27, 1991, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 384, Folio 366 (herein the "Deed of Easement") imposed land use restrictions on Lot 1 to support the subdivision of the one (1) cluster lot as mandated by Chapter 18, Land Use and Development, Public Local Laws of Queen Anne's County, (hereinafter "Chapter 18"); and

WHEREAS, Parson and The MacGlashan Family Trust have elected to convert the one (1) cluster lot to a sliding scale lot as set forth and shown on a plat entitled "AMENDED MINOR SLIDING SCALE SUBDIVISION FOR THE PURPOSE OF REMOVING OPEN SPACE ON THE LANDS OF PARSON GREEN FARM, LLC, & SUNIL K. DATTA," dated May, 2019, by Kirby & Associates, Inc., Professional Land Surveying Services, and intended to be recorded among the plat records of Queen Anne's County simultaneously herewith, and



WHEREAS, the conversion from (1) cluster lot to a sliding scale lot will thereby eliminate the requirement to provide Open Space; and

WHEREAS, Datta joins herein for the purpose of consenting to the terms and provisions of this Termination of Open Space Easement; and

WHEREAS, Article II, Section 5 of the Deed of Easement provides:

5. AMENDMENT. No provision of this Declaration may be amended or changed in any manner without the prior written approval of the Queen Anne's County Planning Commission or other agency or person duly authorized by the County Commissioners to approve such change or amendmen; and

WHEREAS, the parties have agreed to terminate the Deed of Easement with the execution and recordation of this Agreement.

NOW, THEREFORE, THIS TERMINATION OF OPEN SPACE EASEMENT, WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parson, Datta, and County do hereby cancel, rescind, revoke and forever terminate the Deed of Easement in its entirety.

WITNESS:

PARSON GREEN FARM, LLC

Jennifer J. Teat

By: Steven G. MacGlashan (SEAL)
Steven G. MacGlashan, Authorized Member

JENNIFER J. TEAT
NOTARY PUBLIC
QUEEN ANNE'S COUNTY, MD
NOTARY EXPIRES: JULY 7, 2022

FAMILY TRUST UNDER THE WILL OF
ARCHIBALD A. MACGLASHAN, III

Dianne E. Cimba

By: Scott MacGlashan (SEAL)
Scott MacGlashan, Trustee

DIANNE ELIZABETH CIMBA
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 21, 2020
QUEEN ANNE'S CO., MD

Dianne E. Cimba

By: Margaret MacGlashan Fischer (SEAL)
Margaret MacGlashan Fischer, Trustee

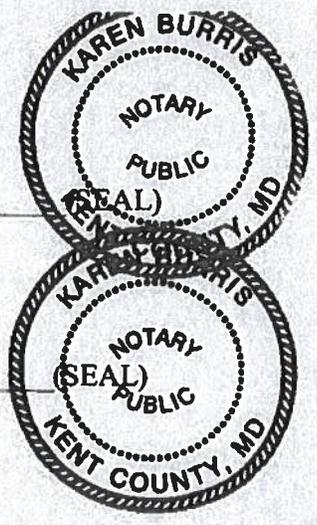
DIANNE ELIZABETH CIMBA
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 21, 2020
QUEEN ANNE'S CO., MD

Kun Datta
ex 6/14/21

By: Renu Datta
Renu Datta

Kun Datta
ex 6/14/21

By: Sunil K. Datta
Sunil K. Datta



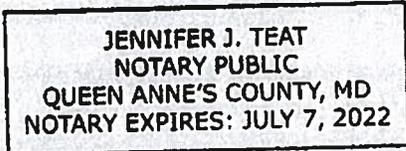
**The County Commissioners
of Queen Anne's County**

By: _____
Name: _____
Title: _____

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 6th day of September, 2019, before me, the subscriber, a Notary Public of the State and County/City aforesaid, personally appeared Steven G. MacGlashan who acknowledged himself to be a Member of Parson Green Farm, LLC, and he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein set forth.

WITNESS my hand and Notarial Seal.



Jennifer J. Teat
Notary Public
My Commission Expires:

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 30th day of AUGUST, 2019, before me, the subscriber, a Notary Public of the State and County/City aforesaid, personally appeared Scott MacGlashan and Margaret MacGlashan Fishcher who acknowledged themselves to be Trustees of The Family Trust under the will of Archibald A. MacGlashan, III, and each acting as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein set forth.

WITNESS my hand and Notarial Seal.



Dianne Elizabeth Ambler
Notary Public
My Commission Expires: Nov. 21, 2020

STATE OF MARYLAND, COUNTY OF Maryland:

I HEREBY CERTIFY, that on this 16 day of December, 2019, before me, the undersigned officer, personally appeared Sunil K. Datta, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Karen Burris
Notary Public
My Commission Expires: 6/14/21



STATE OF MARYLAND, COUNTY OF Maryland:

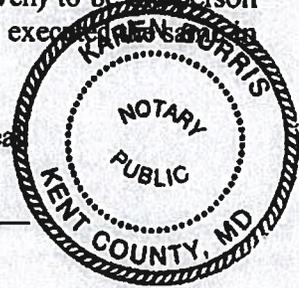
I HEREBY CERTIFY, that on this 6 day of December, 2019, before me, the undersigned officer, personally appeared Renu Datta, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

Harri Burig

Notary Public

My Commission Expires: 6/4/21



STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this ___ day of _____, 201___, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared _____ who acknowledged himself to be ___ - President of the County Commissioners of Queen Anne's County, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and he as such President, being authorized so to do, acknowledged the same for the purposes therein contained, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

Approved as to legal sufficiency:

Clemon Denny

Attorney
Queen Anne's County
Planning Commission
SUB # 19.05.0110

2/11/20

Date

I hereby certify that the within instrument was prepared by or under the supervision of an attorney licensed to practice law in the State of Maryland.

Crystal S. Richard

Crystal S. Richard, Esq.



**Queen
Anne's
County**

DEPARTMENT OF PLANNING & ZONING

110 Vincit St., Suite 104
Centreville, MD 21617

Telephone Planning: (410) 758-1255
Fax Planning: (410) 758-2905
Telephone Permits: (410) 758-4088
Fax Permits: (410) 758-3972

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 - FOR SIGNATURE

Meeting Date: March 10, 2020

To: County Commissioners
County Administrator
Margie Houck

From: Brennan Tarleton, Senior Planner

Re: David L. Denny & John C. Altfather – Minor Subdivision #06-14-09-0004
Legal Document – Termination of Open Space Easement

Please find attached a Termination of Open Space Easement document for the David L. Denny and John C. Altfather minor subdivision.

Parcel 1 contains open space that was deed restricted to support a minor cluster subdivision which created what is now known as Parcel 60 (6.00 ± ac.). This subdivision was approved by the Department of Planning and Zoning on January 4, 1994 and recorded among the land records on January 11, 1994 (See Attachment 1 for existing lot configuration).

The minor cluster subdivision that created Parcel 60 established approximately 4.90 ± ac. of net buildable area on Parcel 60 and reserved approximately 26.80 ± ac. of net buildable on Parcel 1. Based on the combined net buildable area established on both parcels, 221.763 ± ac. was required to be retained in open space. This required open space encompassed the remainder of the lands on Parcel 1 that were not included within the building pad area that was established (See Attachment 2 for the existing open space conditions on Parcel 1).

The applicant is proposing to eliminate all 221.763 ± sc. of the open space that was previously established on Parcel 1 by going through the minor subdivision process to amend the subdivision technique that was used to create Parcel 60 from a cluster subdivision to a sliding scale subdivision. Based on the requirements of the Queen Anne's County Zoning and Subdivision Regulations ("County Code") the sliding scale subdivision technique does not require the establishment of open space; therefore, the applicant would no longer need to supply the 221.763 ± ac. of open space for Parcels 1 and 60.

According to the minor subdivision submitted by the applicant, the current configuration of the lot lines for Parcels 1 and 60 are to remain the same and the only change would be the actual

subdivision technique itself for the removal of the open space previously established on Parcel 1. The applicant is requesting that the County Commissioners grant approval of the termination of open space as described to eliminate the open space on Parcel 1 and obtain final subdivision approval of the minor subdivision more particularly described in the Department of Planning and Zoning file #06-14-09-0004.

Respectfully, Staff requests that the County Commissioners please review and sign this Termination Instrument.

MOTION

I move that we approve this Termination of Open Space Easement to remove the 221.763 ± ac. of open space established on Parcel 1 as part of a Minor Sliding Scale Subdivision of the lands of David L. Denny and John C. Altfather intended to be recorded among the plat records of Queen Anne's County.

Attachments:

Attachment 1: Existing lot configuration (Parcels 1 & 60)

Attachment 2: Existing Open Space configuration

**TERMINATION
OF
OPEN SPACE EASEMENT**

THIS TERMINATION OF OPEN SPACE EASEMENT (“Agreement”), made this 6th day of September, 2017, by and between **DAVID L. DENNY and JESSICA L. DENNY**, parties of the first part, hereinafter referred to as “Denny”, and **JOHN C. ALTFATHER and SUSAN F. ALTFATHER**, parties of the second part, hereinafter referred to as “Altfather”, and **THE COUNTY COMMISSIONERS OF QUEEN ANNE’S COUNTY**, a municipal corporation, parties of the third part, hereinafter referred to as “County”.

RECITALS

WHEREAS, Denny is the owner of all that farm or tract of land situate, lying and being in the Sixth Election District of Queen Anne’s County, State of Maryland, originally containing 231.663 acres of land, more or less, by virtue a deed from Elizabeth A. Michael, Harriet A. Todd, Kathryn A. Heller and John C. Altfather, dated April 28, 2014, and recorded among the Land Records of said Queen Anne’s County in Liber S.M. No. 2283, folio 299 (the “Denny Tract”); and

WHEREAS, Denny’s predecessor in title previously subdivided a portion of said land into one (1) cluster lot as set forth and shown on a plat entitled “SUBDIVISION OF THE LANDS OF HARRY D. ALTFATHER 6th ELECTION DISTRICT QUEEN ANNE’S COUNTY MARYLAND” dated June, 1993, by Watson and Son, Registered Land Surveyors, and recorded among the plat records of Queen Anne’s County in plat book M.W.M. No. 20, folio 62, hereinafter “Plat”; and

WHEREAS, Altfather is the owner of Lot 2 on the plat, said lot containing 6.000 Acres.

WHEREAS, a Deed of Open Space Easement, dated December 6, 1993, and recorded among the Land Records of Queen Anne’s County in Liber M.W.M. No. 451, Folio 610 (herein the “Deed of Easement”) imposed land use restrictions on Lot 1 to support the subdivision of the one (1) cluster lot as mandated by Chapter 18, Land Use and Development, Public Local Laws of Queen Anne’s County, (hereinafter “Chapter 18”); and

WHEREAS, Denny has elected to convert the one (1) cluster lot to a sliding scale lot as set forth and shown on a plat entitled “AMENDED MINOR SLIDING SCALE SUBDIVISION FOR THE PURPOSE OF REMOVING OPEN SPACE AND BILDING PAD ON THE LANDS OF DAVID L. DENNY, et ux. & JOHN C. ALTFATHER, et. ux.” dated May, 2014, by Kirby & Associates, Inc., Professional Land Surveying Services, and intended to be recorded among the plat records of Queen Anne’s County simultaneously herewith, and

WHEREAS, the conversion from (1) cluster lot to a sliding scale lot will thereby eliminate the requirement to provide Open Space; and

WHEREAS, Altfather joins herein for the purpose of consenting to the terms and provisions of this Termination of Open Space Easement; and

WHEREAS, Article II, Section 4 of the Deed of Easement provides:

4. *Amendment.* The provisions of this Deed of Easement may not be amended or changed in any manner without prior written approval of the Queen Anne's County Planning Commission or other agency or person duly authorized by the County Commissioners to approve such change or amendment. Furthermore, such change or amendment shall not be effective until such time as a written document acknowledging such change or amendment shall be executed by the County Commissioners of Queen Anne's County and recorded among the Land Records of Queen Anne's County; and

WHEREAS, the parties have agreed to terminate the Deed of Easement with the execution and recordation of this Agreement.

NOW, THEREFORE, THIS TERMINATION OF OPEN SPACE EASEMENT, WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Denny, Altfather, and County do hereby cancel, rescind, revoke and forever terminate the Deed of Easement in its entirety.

WITNESS:

Cyde A. Richard

By: David L. Denny (SEAL)
David L. Denny

Cyde A. Richard

By: Jessica L. Denny (SEAL)
Jessica L. Denny

Barbara J. Hume

By: John C. Altfather (SEAL)
John C. Altfather

Catherine M. Kercher

By: Susan F. Altfather (SEAL)
Susan F. Altfather

The County Commissioners
of Queen Anne's County

By: _____

Name: _____

Title: _____

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 1st day of September, 2017, before me, the undersigned officer, personally appeared David Denny and Jessica Denny, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

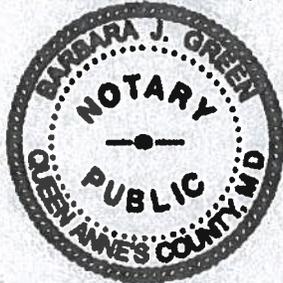


C. S. Richard
Notary Public
My Commission Expires: 6/22/2019

STATE OF MARYLAND, COUNTY OF Queen Anne's :

I HEREBY CERTIFY, that on this 31st day of August, 2017, before me, the undersigned officer, personally appeared John C. Altfather, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



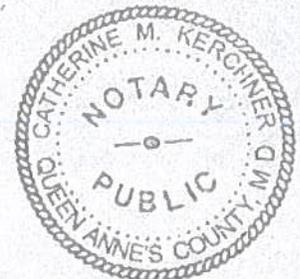
Barbara J. Green
Notary Public
My Commission Expires: 12-25-2018

STATE OF MARYLAND, COUNTY OF Queen Anne's :

I HEREBY CERTIFY, that on this 6th day of Sept., 2017, before me, the undersigned officer, personally appeared Susan F. Altfather, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Catherine M. Kerchner
Notary Public
My Commission Expires: 2/15/21



STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this ____ day of _____, 201__, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared _____ who acknowledged himself to be ____ - President of the County Commissioners of Queen Anne's County, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and he as such President, being authorized so to do, acknowledged the same for the purposes therein contained, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

Approved as to legal sufficiency:

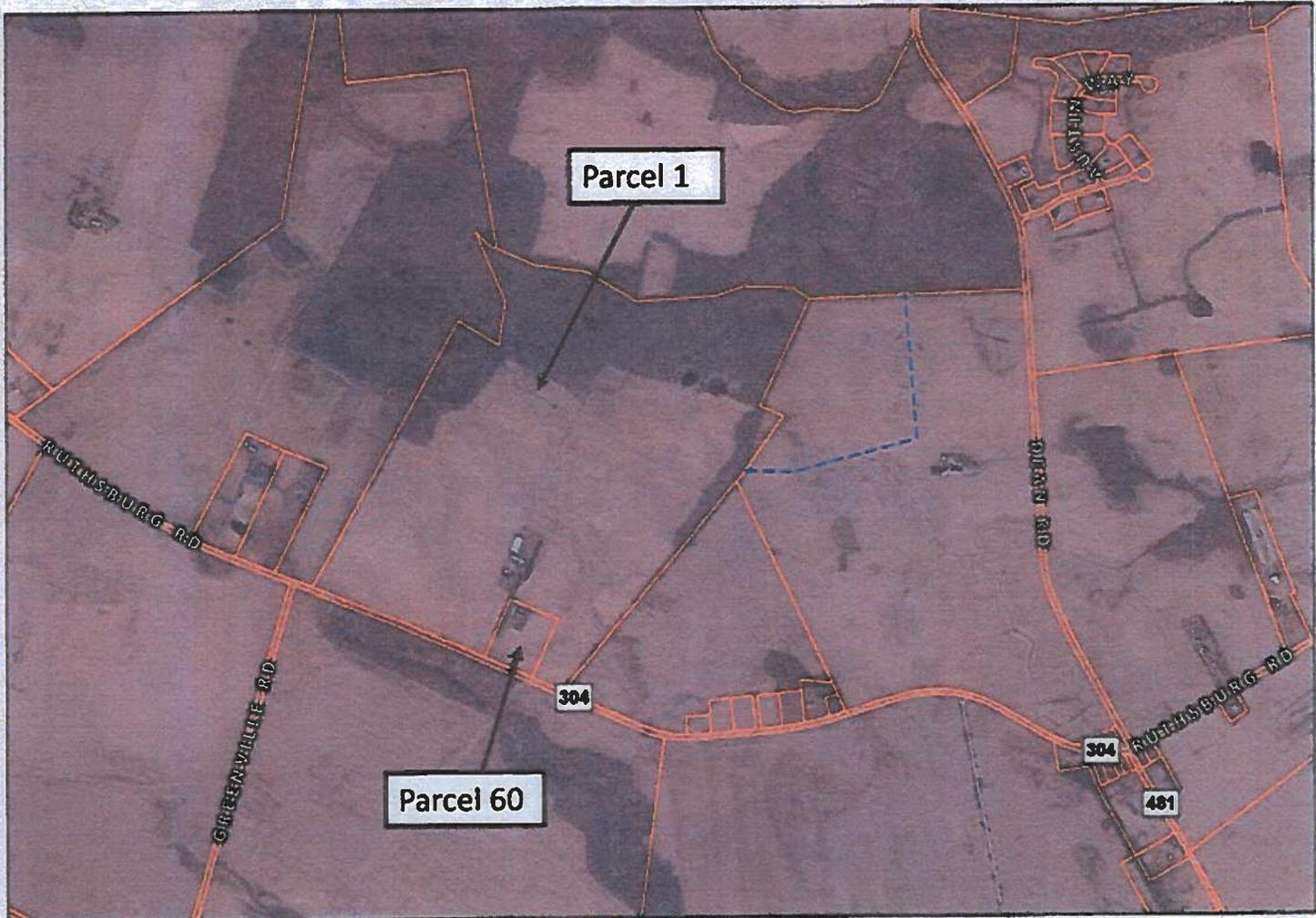
Christopher Drummond
Attorney
Queen Anne's County
Planning Commission
Christopher Drummond

9/28/17
Date

I hereby certify that the within instrument was prepared by or under the supervision of an attorney licensed to practice law in the State of Maryland.

Crystal S. Richard
Crystal S. Richard, Esq.

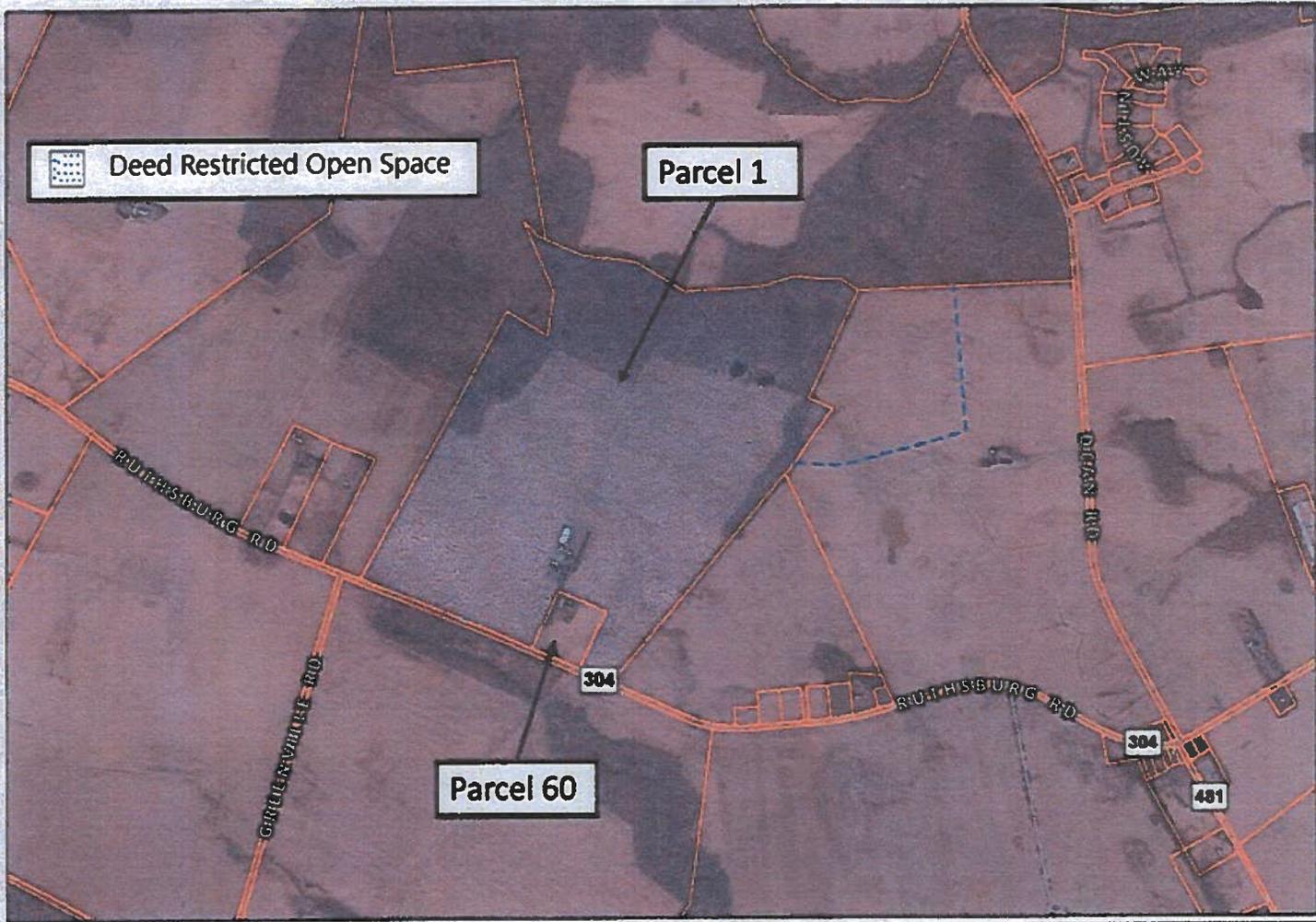
QUEEN ANNE'S COUNTY
PLANNING & ZONING



1: 15,028



DISCLAIMER: Property information contained on this map is for reference purposes only and is NOT to be construed as a "legal description". The map scale displayed is not accurate and serves as a general representation only.



1: 15,026



DISCLAIMER: Property information contained on this map is for reference purposes only and is NOT to be construed as a "legal description". The map scale displayed is not accurate and serves as a general representation only.



**Queen
Anne's
County**

Department of Economic & Tourism Development
Todd Mohn, County Administrator
Heather Tinelli, Director



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

DATE: March 4, 2020

TO: Queen Anne's County Commissioners

FROM: Heather Tinelli, Director of Economic and Tourism Development *[Signature]*

SUBJECT: Signature Requested for Matapeake Industrial Park Grant – Semi Annual Progress Report - Grant Number MD-11-ED-70

Attached is the Semi Annual Progress Report for grant number MD-11-ED-70 which regards the Matapeake Industrial Park grant. The staff in the Economic and Tourism Development have completed the form after talking with the representatives of the businesses located in the Industrial Park who are eligible to be included in the progress reports. The grant has been in effect since 2011 when the original award of \$575,000 was made. The park is adjacent to the Matapeake Beach and Clubhouse facility.

In order to finalize this report, a signature from the President of the Board of County Commissioners is required on the attached CDBG Semi-Annual Progress Report form.

ACTION RECOMMENDED:

I move to approve and sign the Semi-Annual Progress Report as presented for the Community Development Block Grant number MD-11-ED-70, regarding Matapeake Industrial Park, which covers the time period of June 30, 2019 through December 31, 2019.

**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SEMI-ANNUAL PROGRESS REPORT (Rev. 5/17/19)**

ECONOMIC DEVELOPMENT ACTIVITIES

SECTION I: GRANT INFORMATION	
Grantee: Queen Anne's County	Subrecipient: N/A
Grant Number: MD-11-ED-70	Grant Name: Matapeake Industrial Park
Grant Street Address: MD Route 8, Kent Island, Maryland	
Grant Start Date: April 1, 2011	Grant End Date: March 31, 2013
National Objective: Benefit to Low and Moderate Income Individuals- Job Creation (LMJ)	
SECTION II: GRANT PROGRESS	
Reporting Period	
July 1 – December 31, 2019__ (Due January 10 th)	January 1 – June 30, (Due July 10 th)
Is the project on schedule? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Is this the final report for this project? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Was preparation of a single audit required during this reporting period? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, was a copy of the single audit provided to the CDBG Program Director? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Were contracts for construction or other services related to this project awarded during this reporting period? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, please provide each contractor's name, the amount of each contract, and the date each contract was signed and whether or not they are MBE, WBE or Section 3 businesses.	
Discuss project progress during this reporting period and, if applicable, discuss any problems or challenges.	

SECTION III: GRANTEE CONTACT PERSON

Contact Name: Heather Tinelli	Title: Director Economic and Tourism Development	
Phone Number: 410-604-2100	Fax Number:	Email Address: htinelli@qac.org

SECTION IV: CERTIFICATION OF CHIEF ELECTED OFFICIAL

I certify that the information in this report is accurate and correct.		
Signature:	Title: Commission President	Date:

**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SEMI-ANNUAL PROGRESS REPORT (Rev. 5/17/19)**

ECONOMIC DEVELOPMENT ACTIVITIES

SECTION V: PERFORMANCE - OUTCOME DATA AND BENEFICIARIES FOR ECONOMIC DEVELOPMENT ACTIVITIES

Proposed Job Creation - Full Time Jobs: 130 Full Time Low Mod Income (LMI): 66 (positions made available to LMI persons. Grantee is not to change the proposed numbers of beneficiaries.)

Actual Unduplicated Job Positions Created During the reporting period:	July 1 To December 31	January 1 To June 30	Total for the Program Year	Cumulative Total (all years)
Total unduplicated full time job positions created	5			24
Total unduplicated full time job positions made available to Low Moderate Income (LMI) Persons) through job creation	5			24
Of the total of unduplicated full time job positions created, the total number of full time jobs taken by LMI Persons	5			24

Other Data: Of all unduplicated job positions created during the reporting period, enter the total number of:	July 1 To December 31	January 1 To June 30	Total for the Program Year	Cumulative Total (all years)
Job positions with employer sponsored health care	5			20
Persons unemployed prior to taking jobs created by this activity	5			19

Job Classifications (as defined by the Economic Development Administration (EDA) provided with the instructions for this report) Provide the total number of all unduplicated jobs created in each job classification:	July 1 To December 31	January 1 To June 30	Unduplicated Total for the Program Year	Cumulative Total (all years)
Officials and Managers	2			3
Professional				
Technicians	1			7
Sales				
Office and Clerical	1			3
Craft Worker (skilled)				
Operatives (semi-skilled)				
Laborers (unskilled)	1			5
Service Workers				6

Total actual unduplicated job positions created by classification must equal total jobs created during the reporting period.	5			24
---	---	--	--	----

DUNS NUMBER (Data Universal Numbering System for Each Business Assisted)

Note: A DUNS number is required by HUD for every business assisted. If the business does not have a DUNS number, see the instructions that came with this report for information on obtaining a DUNS number.

Business Name	Trading As	Business Address	Business' DUNS #
Michigan Manufacturing	Michigan Manufacturing	1625 Sonny Schulz Boulevard Stevensville, MD 21666	015641306
Chesapeake Wiper & Supply Company	RagLady	1415 Sonny Schulz Blvd A Stevensville, MD 21666	130233158
Dogwood Acres Pet Retreat	Dogwood Acres Pet Retreat	1220 Sonny Schulz Blvd Stevensville, MD 21666	
Marine Management, Inc	Commercial Carpets Logistics	1310 Sonny Schulz Blvd Stevensville, MD 21666	123822532
Sealing Technologies	Sealing Technologies	1310 Sonny Schulz Blvd Stevensville, MD 21666	116830024

**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SEMI-ANNUAL PROGRESS REPORT (Rev. 5/17/19)**

ECONOMIC DEVELOPMENT ACTIVITIES

SECTION V: PERFORMANCE - OUTCOME AND BENEFICIARY DATA FOR ECONOMIC DEVELOPMENT ACTIVITIES								
Proposed Beneficiaries for Job Creation All: 130 Low Moderate Income (LMI): 66								
<i>Grantee is not to change the proposed numbers of beneficiaries.</i>								
Actual Beneficiaries – Job Creation Enter the total unduplicated number of all beneficiaries hired in jobs created during the reporting period .	July 1 To December 31		January 1 To June 30		Unduplicated Total for the Program Year		Cumulative Total (all years)	
	5						24	
Race and Ethnicity of Beneficiaries	All	Of all, the number with Hispanic Ethnicity	All	Of all, the number with Hispanic Ethnicity	All	Of all, the number with Hispanic Ethnicity	All	Of all, the number with Hispanic Ethnicity
HUD CODE 11: White	4	0					19	
HUD CODE 12: Black or African American	1	0					4	0
HUD CODE 13: Asian								
HUD CODE 14: American Indian / Alaskan Native								
HUD CODE 15: Native Hawaiian / Other Pacific Islander								
HUD CODE 16: American Indian / Alaskan Native and White								
HUD CODE 17: Asian and White		0					1	0
HUD CODE 18: Black / African American and White								
HUD CODE 19: American Indian / Alaskan Native and Black / African American and White								
HUD CODE 20: Other Multi Racial								
Actual Beneficiaries: Enter the unduplicated number of persons in each race hired in the reporting period. (persons by race must equal total all beneficiaries served above during the reporting period).	5	0		0			24	
Also, enter the unduplicated number of persons with Hispanic ethnicity within each race.								
Income Levels of Beneficiaries	July 1 To December 31		January 1 To June 30		Unduplicated Total for the Program Year		Cumulative Total (all years)	
Extremely Low Income ((Up to 30% of median)	2						7	
Low Income (30% to 50% of median)	3						11	
Moderate Income (50% to 80% of median)							6	
Non-Low to Moderate Income (80% and above of median)								
Actual income levels of unduplicated beneficiaries hired during the reporting period. (must equal total of all beneficiaries above)	5						24	
Other Job Creation Beneficiary Data: Of the persons hired during the reporting period, enter unduplicated number of :	July 1 To December 31		January 1 To June 30		Unduplicated Total for the Program Year		Cumulative Total (all years)	
Disabled Persons								
Female Head-of-Household	3						8	
Persons 62 or older								
Military Veterans								



**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 Clark, Chief of Housing & Family Services

RE: SUBORDINATION AGREEMENT
MODERATELY PRICED DWELLING UNIT (MPDU) CLIENT
JOHN W. DARLING

DATE: March 2, 2020

John W. Darling received a Moderately Priced Dwelling Unit loan (MPDU) around December 2018. Mr. Darling had his first mortgage through Branch Bank and Trust and as always our loan subordinates to the first loan. Per the attached memo, Mr. Darling would like to refinance the first loan with Loan Depot in order to reduce his interest rate and monthly payment. Therefore, we need to resubordinate his loan that he has currently with the County.

Patrick Thompson has reviewed and approved the request to complete a Subordination Agreement for Mr. Darling. There will be no cash back at the closing.

Attachments:

1. Subordination Agreement for Signatures
2. Email from Patrick Thompson, Esq.
3. Closing Disclosure Settlement Statement
4. Copy of Original Recorded Mortgage with QAC Commissioners
5. Copy of Original Mortgage

MOTION: I move that the we sign/approve the subordination agreement for John W. Darling in order for him to obtain a lower interest rate and reduce the payment on his current mortgage.



AFTER RECORDING MAIL TO:
CLOSING USA, LLC
7665 OMNITECH PL
VICTOR, NY 14564

Assessor's Parcel Number: 02-005581

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination Agreement, made this _____ day of _____ 20__ by **THE COUNTY COMMISSIONER OF QUEEN ANNE'S COUNTY**(hereinafter referred to as Beneficiary), present owner and holder of the Mortgage and note first hereafter described, and **LOANDEPOT.COM, LLC** (hereinafter referred to as "Lender");

WITNESSETH

THAT WHEREAS, **JOHN WESLEY DARLING** (hereinafter referred to as "Owner") did execute a Mortgage, to **THE COUNTY COMMISSIONER OF QUEEN ANNE'S COUNTY** covering that certain real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

AND more commonly known as: 339 LONGFELLOW DRIVE, CHESTERTOWN, MD 21620

to secure a note in the sum of **\$50,000.00** in favor of **THE COUNTY COMMISSIONER OF QUEEN ANNE'S COUNTY** which Mortgage was dated 12/7/2018, and recorded on 12/17/2018, in Book 3014, Page 179, in Official Records of said county, and

WHEREAS, Owner has executed, or is about to execute, a Mortgage and note not to exceed the sum of **\$152,000.00** dated _____, in favor of Lender, payable with interest and upon the terms and conditions described therein, which Mortgage is to be recorded concurrently herewith; and

WHEREAS, It is a condition precedent to obtaining said loan that said Mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Mortgage first mentioned, Owner has requested Beneficiary to subordinate Beneficiary's lien to the lien about to be taken by the Lender; and

WHEREAS, Lender is willing to make said loan provided the Mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of the Lender; and

WHEREAS, It is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Mortgage first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed to as follows:

- (1) That said Mortgage securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Mortgage first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any contained in the Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) It consents to and approves (i) all provisions of the note and Mortgage in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan.
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part.
- (c) It intentionally waives, relinquishes and subordinates the lien or charge of the Mortgage first above mentioned in favor of the lien or charge upon said land of the Mortgage in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered unto but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the Mortgage first above-mentioned that said Mortgage has by this instrument been subordinated to the lien or charge of the Mortgage in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF LAND.

IN WITNESS whereof, THE PARTY (IES) hereunto sets his hand this ____ day of _____ 20__.

THE COUNTY COMMISSIONER OF QUEEN ANNE'S COUNTY

James J. Moran, At Large Commissioner

Jack N. Wilson, Jr., District 1 Commissioner

Stephen Wilson, District 2 Commissioner

Philip L. Dumenil, District 3 Commissioner

Christopher M. Corchiarino, District 4 Commissioner

Witness Signature: _____

Witness Name (Print): _____

Witness Signature: _____

Witness Name (Print): _____

STATE OF _____

SS.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by: James J. Moran, At Large, Jack N. Wilson, Jr., District 1, Stephen Wilson, District 2, Philip L. Dumenil, District 3 and Christopher M. Corchiarino, District 4, Commissioners of THE COUNTY COMMISSIONER OF QUEEN ANNE'S COUNTY.

NOTARYSTAMP/SEAL

Notary public

My Commission Expires: _____

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO

FEE SUMMARY
Loan Terms and Fees

Date Prepared: **MARCH 2, 2020**

DARLING
Loan #: **103579005**

Applicants: **JOHN WESLEY DARLING**

Property Address: **339 LONGFELLOW DRIVE, CHESTERTOWN, MD 21620**

Loan Program: **FHA FIXED 30 YEAR**

THIS IS NOT A LOAN ESTIMATE OR CLOSING DISCLOSURE. Your actual rate, payment, and costs could be higher. Get an official Loan Estimate before choosing the loan. This Fee Summary reflects the Loan Terms and Fees associated with your loan, as of the date it is prepared. It may reflect different Loan Terms and Fees than those disclosed in the most recent Loan Estimate you received, because the degree of change did not warrant a new Loan Estimate. A new Loan Estimate will be delivered to you when a change warrants one. Additionally, all changes, no matter the degree, will be reflected on the Closing Disclosure, which by federal law, you must receive three business days before you sign the loan documents. Once the Closing Disclosure is issued, federal law may require that certain changes to your loan require a new Closing Disclosure and waiting period. The new waiting period may cause delays in closing your loan. Therefore, communicate any questions, changes, or concerns about the Loan Terms and Fees disclosed below to us, as soon as possible.

Loan Terms. Please review the following Loan Terms and contact your Account Manager if you have any questions or changes.

Total Loan Amount: **\$136,511.00**
Interest Rate: **3.250%**
Amortization Type: **Fixed**
Loan Term: **360 mths.**
Loan Program: **FHA FIXED 30 YEAR**
Loan Purpose: **Rate/Term Refinance**
Proposed Signing Date: **MARCH 23, 2020**
Proposed Disbursement Date: **MARCH 27, 2020**
Occupancy Status: **Owner Occupied**
Property Type: **Single Family**

Loan Fees. Please review the following Loan Fees and contact your Account Manager as soon as possible if you have any questions or changes.



Fee	Paid By (Fee Split**)	Amount	PFC	POC
1.474% OF LOAN AMOUNT (POINTS) to LOANDEPOT.COM, LLC	B	\$2,012.17	X	
ORIGINATION FEE to LOANDEPOT.COM, LLC	B	\$1,595.00	X	
APPRAISAL FEE to DAVIS REALTY APPRAISAL SVCS CO INC	B	\$467.00 (POC \$495.00)		X
CREDIT REPORT FEE to FIRST AMERICAN CREDCO	B	\$19.10 (POC \$19.10)		X
FHA UP FRONT MIP	B	\$2,347.87	X	
FLOOD CERTIFICATE FEE to SERVICELINK NATIONAL FLOOD LLC	B	\$10.00	X	
MERS REGISTRATION FEE to MERS	B	\$11.95	X	
SUBORDINATION FEE	B	\$150.00	X	
TITLE-LENDER TITLE INSURANCE to CLOSING USA, LLC	B	\$275.00		
TITLE-SETTLEMENT/CLOSING FEE to CLOSING USA (SETTLEMENT)	B	\$500.00	X	
TITLE-SUB ESCROW FEE to CLOSING USA, LLC	B	\$90.00	X	
GOV'T RECORDING FEE	B	\$60.00		
STATE TAX/STAMPS to MD	B	\$316.80		
PER DIEM INTEREST to LOANDEPOT.COM, LLC	B	\$12.16 x 5 day(s)		X
HAZARD INSURANCE \$75.16 per month for 7 mo.	B	\$526.12		
COUNTY PROPERTY TAXES \$103.31 per month for 6 mo.	B	\$619.86		
AGGREGATE ADJUSTMENT	B	\$-75.25		

Estimated Funds to Close and Monthly Payment. Please review the following Estimated Funds to Close and Monthly Payment and contact your Account Manager if you have any questions or changes.

TOTAL ESTIMATED FUNDS NEEDED TO CLOSE:		TOTAL ESTIMATED MONTHLY PAYMENT:	
Purchase Price (+)	Loan Amount (-)	\$136,511.00	Principal & Interest \$594.10
Alterations (+)	Subordinate Financing	\$50,000.00	Other Financing (P & I) \$1.00
Land (+)	CC Paid by Seller (-)		Hazard Insurance \$75.16
Refi (incl. debts to be paid off) (+)	Other Credits/Borr Deposit:		Real Estate Taxes \$103.31
Est. Prepaid Items/Reserves (+)			Mortgage Insurance \$88.63
Est. Closing Costs (+)		\$28.00	Homeowner Assn. Dues
Discount	EXCESS DEPOSIT		Other
PMI, MIP, Funding Fee	CASH DEPOSIT		
Total Estimated Funds needed to close		\$-49,630.04	Total Monthly Payment \$862.20

* PFC = Prepaid Finance Charge POC = Paid Outside of Closing
 ** B = Borrower S = Seller Br = Broker L = Lender TP = Third Party

LIABILITIES TO BE PAID:

** NOTE: If one of the creditors listed below is labeled loanDepot, a payoff demand is required to obtain the correct figures for disbursement. The Account Manager will order a copy of the demand and forward the document. **

Creditor Name	Account Number	Balance	Payoff Amount
BRANCH BANK & TRUST	9336891490141	\$128,408.66	\$128,408.66



Anne Van Benschoten

From: Patrick Thompson <PThompson@bt-lawyer.com>
Sent: Monday, March 02, 2020 11:47 AM
To: Anne Van Benschoten
Cc: Mike Clark
Subject: [EXTERNAL] RE: Subordination for Darling

The Subordination Agreement looks fine.

From: Anne Van Benschoten [mailto:AVanBenschoten@qac.org]
Sent: Monday, March 02, 2020 11:36 AM
To: Patrick Thompson <PThompson@bt-lawyer.com>
Cc: Mike Clark <MClark@qac.org>
Subject: FW: Subordination for Darling

Pat-
Please see attached Subordination Agreement for Mr. Darling. He wishes to refinance his first loan to obtain a lower interest rate. He is adding in his closing costs, which makes the loan a bit more than the original. Mike is aware of the situation and is good with allowing Mr. Darling to proceed.
Could you please review before I forward to the Commissioner's for their signature?
Thank you for your assistance.

Anne Van Benschoten

Housing Program Administrator
Department of Community Services
104 Powell Street
Centreville, MD 21617
avanbenschoten@qac.org
410-758-3977 x2064

From: William Rosales [mailto:wrosales@loandepot.com]
Sent: Monday, March 02, 2020 11:20 AM
To: Anne Van Benschoten
Subject: [EXTERNAL] RE: Subordination for Darling

Hi Anne,

Please see the attached revised subordination agreement and estimated fee sheet.

Thank you

William Rosales
Sr. Account Manager II

(949) 330-4452
(888) 337-6888 ext. 8352
(833) 974-1537
wrosales@loandepot.com
<https://www.loanDepot.com>

Remote Address, Sacramento, CA 90001
NMLS#174457

Customer service is our top priority: If you are not receiving exceptional customer service, or if you have any questions, please contact us at www.loanDepot.com/about/contactus.

Confidentiality Note: This email and any attachment(s) are for the sole use of the intended recipient(s) and may be confidential and/or privileged. Any unauthorized use, disclosure or copying is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by return email, and delete the message.

Please consider the environment before printing this email.

From: Anne Van Benschoten <AVanBenschoten@qac.org>
Sent: Friday, February 28, 2020 8:44 AM
To: William Rosales <wrosales@loandepot.com>
Subject: RE: Subordination for Darling

William-

The Closing document doesn't have to be totally accurate. The process for the Subordination can take some time to get the signatures completed. The Commissioners only meet twice a month. I also have to have the documents to the commissioner's office a week before the meeting and also I have to present the documents to our attorney for him to approve prior to giving it to the Commissioners. So, it can take up to 3-4 weeks to get everything through.

Anne Van Benschoten

Housing Program Administrator
Department of Community Services
104 Powell Street
Centreville, MD 21617
avanbenschoten@qac.org
410-758-3977 x2064

From: William Rosales [<mailto:wrosales@loandepot.com>]
Sent: Wednesday, February 26, 2020 4:50 PM
To: Anne Van Benschoten
Subject: [EXTERNAL] RE: Subordination for Darling

The title company prepared it, I will ask them about the names. I will send the Closing Disclosure as soon as I have it as close to final as possible.

Thanks

From: Anne Van Benschoten <AVanBenschoten@gac.org>
Sent: Wednesday, February 26, 2020 1:29 PM
To: William Rosales <wrosales@loandepot.com>
Subject: RE: Subordination for Darling

William-

Could you just add all the Commissioners names to one page instead of separate pages? Also, I will need a copy of the closing disclosure showing the breakdown of the fees.

Anne Van Benschoten

Housing Program Administrator
Department of Community Services
104 Powell Street
Centreville, MD 21617
avanbenschoten@gac.org
410-758-3977 x2064

From: William Rosales [<mailto:wrosales@loandepot.com>]
Sent: Wednesday, February 26, 2020 3:01 PM
To: Anne Van Benschoten
Subject: [EXTERNAL] RE: Subordination for Darling

Thanks, Anne. Please see the attached agreement for your review and approval. Do you need anything else?

From: Anne Van Benschoten <AVanBenschoten@gac.org>
Sent: Wednesday, February 26, 2020 11:10 AM
To: William Rosales <wrosales@loandepot.com>
Subject: RE: Subordination for Darling

William-

I have received permission to go forward with Darling's Subordination.

Anne Van Benschoten

Housing Program Administrator
Department of Community Services
104 Powell Street
Centreville, MD 21617
avanbenschoten@gac.org
410-758-3977 x2064

From: William Rosales [<mailto:wrosales@loandepot.com>]
Sent: Tuesday, February 25, 2020 4:21 PM
To: Anne Van Benschoten
Subject: [EXTERNAL] RE: Subordination for Darling

*****Attention:***** This email originated from an external source. DO NOT CLICK any links or attachments unless you recognize the sender and know the content is safe.

Hi Anne,

Please advise if the new loan can include the closing costs rolled into the loan which results in a new loan amount that is higher than the original loan amount. This is not a cash-out loan, it's just a rate/term refinance.

Thank you

From: Anne Van Benschoten <AVanBenschoten@qac.org>
Sent: Monday, February 24, 2020 10:20 AM
To: William Rosales <wrosales@loandepot.com>
Subject: Subordination for Darling

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

William-

Please see attached Subordination Agreement guidelines. Above is the name of the Commissioners who will need to sign. The process can take some time because the paperwork needs to be reviewed by our county attorney before the document goes before the Commissioners. The Commissioners only meet twice a month and paperwork must be submitted a week in advance. Please let me know if you have any questions.

Regards-

Anne Van Benschoten

Housing Program Administrator
Department of Community Services
104 Powell Street
Centreville, MD 21617
avanbenschoten@qac.org
410-758-3977 x2064

3073

SECOND PURCHASE MONEY MORTGAGE

THIS SECOND PURCHASE MONEY MORTGAGE made this 9th day of December, 2018 by and between John Wesley Darling, Mortgagor; and THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, Mortgagee;

WHEREAS, the Mortgagor is indebted unto the Mortgagee in the sum of FIFTY THOUSAND DOLLARS (\$50,000), which sum was this day loaned and is evidenced by and payable with interest as provided in a note of even date herewith, the unpaid balance being due and payable in accordance with said note.

WHEREAS, it was a condition precedent to the making of said loan that the repayment thereof should be secured by the execution of this mortgage as additional security.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the Mortgagor hereby grant and conveys unto the Mortgagee, its successors and assigns, in fee simple, all of the following described real estate, to wit:

SEE EXHIBIT A

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging or in any wise appertaining, including all heating, air conditioning, lighting and plumbing fixtures, equipment, furniture and other fixtures now or hereinafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of the Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the Mortgagor shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by the Mortgagor in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all the terms, covenants and conditions of this Mortgage and the note secured hereby, including the payment of any late charges, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

THE MORTGAGOR JOINTLY AND SEVERALLY HEREBY COVENANTS:

a. That they warrant specially the property hereby conveyed; that they are seized thereof in fee simple and have a right to convey the same; that they have done no act to encumber the same; that they will execute such further assurances thereof as may be requisite.

b. That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagor by voluntary or involuntary grant or assignment or in any other manner without the Mortgagee's written consent, or should they default on any note, bond, mortgage or deed of trust secured by or securing a prior lien upon the herein mortgaged property; or should the same be further encumbered by the Mortgagor, their or its successors, heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum at the option of the Mortgagee shall immediately become due and owing as herein provided.

c. That they will pay or cause to be paid when due the principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest, thereon, and all other sums payable by them in accordance with the terms of this mortgage and note secured hereby, including, but not limited to, the payment of late charges, or any renewals or extensions, and that they hereby expressly waive the benefits of all exemptions, homestead or otherwise, under the laws of this or any other State, and agree to pay the debt without any offset whatsoever.

d. That they will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed, or any part thereof.

e. That they will keep all improvements now or hereinafter located on the premises in good repair; that they will maintain and work the premises hereby conveyed in a good and husband like manner; that

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) KBH 3014, p. 0179, MSA_CE58_3229, Date available 12/20/2018. Printed 03/02/2020

they will commit no waste; that they will not cut or remove or permit to be cut or removed any wood or timber from said premises without the written consent of the Mortgagee, and that they will make all proper renewals, replacements, and additions to the property, and not tear down the improvements or materially change them or permit them to be torn down or materially changed without the prior written consent of the Mortgagee.

f. That they will insure and keep insured buildings and improvements now or which may hereafter be placed on the said premises against loss or damage by fire, flood, lightning, windstorm and tornado in companies and amounts satisfactory to the Mortgagee, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Mortgagee as its interest may appear. At the option of the Mortgagors, and subject to the consent of the Mortgagee, sums so received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

g. If the Mortgagee shall incur any expense or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the property, all such sums shall on notice and demand be paid by the Mortgagor, together with interest thereon at the current rate hereunder until paid, and be secured by the lien of this mortgage.

THE PARTIES HERETO FURTHER COVENANT AND AGREE:

1. Upon any default in any of the covenants of this mortgage, the Mortgagor in accordance with Subtitle W of the Maryland Rules of Procedure, or any other general or local rules, regulations or laws of the State of Maryland relating to mortgages, including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, do hereby (a) declare their assent to the passage of a decree for the sale of the property; and (b) authorize the Mortgagee, its successors or assigns, or Patrick E. Thompson, its attorney, after such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the assent to a decree or power of sale, may be made by the person or persons authorized to sell either as an entirety or in such separate parcels and on such terms and at such places and in such manner as they may deem advisable.

2. Upon any sale of the property under this mortgage, whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of such sale shall be applied as follows: First to the payment of all expenses incident to the sale including a counsel fee of \$850.00 for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the Mortgagee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making the sale equal to the commissions allowed trustees for making sales of property under decrees of the equity court having jurisdiction, and also any liens prior to the lien of this mortgage unless the sale is made subject to such prior liens; Second, to the payment of all claims of the Mortgagee hereunder, whether they have matured or not, with interest thereon until final ratification of the auditor's report; Third, the balance, if any, to the Mortgagor or to any person or persons entitled thereto, upon the surrender of the property to the purchaser, less any expenses incurred in obtaining possession.

3. Immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagor, and each of them, to the party inserting the advertisement or notice all expenses incident to such advertisement or notice, all court costs, attorney's fees and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, then due, equal to one-half (1/2) the percentage allowed as commission on such sum to trustees making sales under orders or decrees of the equity court having jurisdiction, and such party shall not be required to receive the principal and interest only of the mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of such expenses, costs, attorney's fees and commissions.

4. That in the event of a sale of the mortgaged property under the provisions hereof, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as a part thereof.

5. The Mortgagee may at any time renew this mortgage, extend the time for payment of the debt or any part thereof or interest thereon and waive any of the covenants or conditions of this mortgage in whole or in part, either at the request of any one or more of the Mortgagor or of any person having an interest in the property, take or release other security, or any part of this property, or such other security, grant extensions,

renewals or indulgences therein, or apply to the payment of principal and interest on the mortgage debt any part or all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the Mortgagor or any of them, from any of the covenants or conditions of this mortgage, or releasing the unreleased part of the property herein described from the lien of this mortgage for the amount of the mortgage debt, and may release any party primarily or secondarily liable on the mortgage debt without releasing any other party liable thereon and without releasing the property subject thereto.

6. Until default is made in any covenant or condition of this mortgage, the Mortgagor shall have possession of the property. Upon default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled without notice to the Mortgagor, or any of them, to the immediate possession of the property and to the appointment of a receiver of the property to operate the same, without regard to the adequacy thereof as security for the mortgage debt, and the Mortgagor shall pay all costs in connection therewith, and upon any default, whether or not a receiver be appointed, the rents and profits of the property are hereby assigned to the Mortgagee as additional security.

7. The rights, powers, privileges and discretions specifically granted to the Mortgagee under this mortgage are not in limitation of, but in addition to those to which the Mortgagee is entitled under any general or local laws relating to mortgages in the State of Maryland, now or hereafter existing.

8. Before full payment of the mortgage debt, the Mortgagee, in its discretion, may make advances to the Mortgagor to the extent permitted by law and such sums shall be secured by this mortgage.

9. The rights, powers and privileges and discretions to which the Mortgagee may be entitled shall inure to the benefit of it and its successors and assigns; are cumulative and not alternative; may be enforced successively or concurrently; and failure to exercise any of them shall not be deemed a waiver thereof and no waiver of any one shall be deemed to apply to any other, nor shall it be effective unless in writing and signed by the Mortgagee.

10. The covenants, agreements, conditions and limitations herein imposed upon the Mortgagor shall be binding upon their respective heirs, personal representatives, successors and assigns.

11. Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

WITNESS the signatures and seals of the Mortgagor:

WITNESS:

(SEAL)

John Wesley Darling

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

On this the 12-7-18 before me, the undersigned officer, personally appeared John W. Darling known to me, (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared Anne Van Benschoten, Agent of the secured party, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the party secured hereby unto the within named Mortgagor or the person responsible for the disbursement of funds in the closing transaction, or their respective Agent, at a time no later than the execution and delivery of this mortgage by the Mortgagor, and he further made oath that he is the Agent of the party secured by the foregoing mortgage and as such is duly authorized to make this Affidavit.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:


Notary Public

My commission expires:



The undersigned does hereby certify that this instrument has been prepared by an attorney admitted to practice before the Court of Appeals or under his supervision.


Patrick E. Thompson, Attorney at Law

File No. MD18-0601-OR

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (Continued)

LEGAL DESCRIPTION

All that certain lot or parcel of land situate in the County of Queen Anne's, State of Maryland, and being more particularly described as follows:

ALL those pieces or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lot Nos. 288 and 289, as shown on a plat entitled "Section No. 1 of Chester Harbor" which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, folio 39, and in Plat Book T.S.P. No. 1, folio 60.

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) KBH 3014, p. 0183 MSA_CE58_3229. Date available 12/20/2018. Printed 03/02/2020.

LR - DDT/MTG Recording
 Fee - RT only 20.00
 Name: Darling/DA Co
 Ref:
 LR - Recordation Tax 0.00
 LR - Surcharge 40.00
 =====
 SubTotal: 60.00
 =====
 Total: 2,832.20
 12/17/2018 01:55
 CC17-MH
 #11410386 CC0204 -
 Queen Anne's
 County/CC02.04.01 -
 Register 01

Receipt Validation



DOCUMENT VALIDATION
 (excluded from page count for copies)

The Circuit Court for Queen Anne's County

Katherine B. Hager, Clerk
 100 Court House Square
 Centreville, Maryland 21617
 410-758-1773
 1-800-987-7591

QUEEN ANNE'S COUNTY CIRCUIT COURT (Lana Records) KBH 3014, p. 0184, MSA_CE58_3229, Date available 12/17/2018, Printed 03/02/2020.

203

LR - DOT/MTG Recording
 Fee - RT only 20.00
 Name:
 Darling/Nationwide
 Ref:
 LR - Recordation Tax 0.00
 LR - Surcharge 40.00
 SubTotal: 60.00
 Total: 2,832.20
 12/17/2018 01:55
 CC17-MH
 #11410300 CC0204 -
 Queen Anne's
 County/CC02.04.01 -
 Register 01

When recorded, return to:
 Nationwide Mortgage Bankers, Inc.
 Attn: Post Closing Department
 One Huntington Quadrangle Suite 3C10
 Melville, NY 11747
 833-700-8884

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) KBH 3014, p. 0166, MSA_CE58_3229, Date available 12/20/2018, Printed 03/02/2020.

40
 20
 60

Escrow No.: MD18-0601-OR
 LOAN #: MMTL181010341

[Space Above This Line For Recording Data]

**PURCHASE MONEY
 DEED OF TRUST**

MIN 1010628-0000010277-6
 MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **December 7, 2018**, together with all Riders to this document.
- (B) "Borrower" is **JOHN WESLEY DARLING, AN UNMARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY.**

Borrower is the trustor under this Security Instrument.

MARYLAND - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3021 1/01
 Ellie Mae, Inc. Page 1 of 12

MDEDED 0318
 MDEDED (CLS)



(C) "Lender" is Nationwide Mortgage Bankers, Inc..

Lender is a New Jersey Corporation, under the laws of New Jersey. 31 Sylan Ave, Englewood, NJ 07632.

organized and existing Lender's address is

(D) "Trustee" is Andrew L. Jiranek, Attorney.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated December 7, 2018. The Note states that Borrower owes Lender ONE HUNDRED TWENTY NINE THOUSAND TWO HUNDRED NINETY TWO AND NO/100* Dollars (U.S. \$129,292.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full no later than January 1, 2049.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider, Balloon Rider, Biweekly Payment Rider, Other(s) [specify], Condominium Rider, Planned Unit Development Rider, V.A. Rider, Second Home Rider, 1-4 Family Rider

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance Settlement proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) KBH 3014, p. 0167, MSA_CE58_3229, Date available 12/20/2018, Printed 03/02/2020.



QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) KBH 3014, p. 0168, MSA_CE58_3229, Date available 12/20/2018, Printed 03/02/2020.

LOAN #: MMTL181010341

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County

[Type of Recording Jurisdiction]

of Queen Anne's

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 005581

which currently has the address of 339 Longfellow Dr, Chestertown,

[Street] [City]

Maryland 21620

("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan



LOAN #: MMTL181010341

current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the



LOAN #: MMTL181010341

amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance



LOAN #: MMTL181010341

proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that



LOAN #: MMTL181010341

previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the



LOAN #: MMTL181010341

following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.



LOAN #: MMTL181010341

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer,



LOAN #: MMTL181010341

Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale, assent to decree, and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail a notice of sale to Borrower in the manner prescribed by Applicable Law. Trustee shall give notice of sale by public advertisement and by such other means as required by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee



LOAN #: MMTL181010341

determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale and by notice to any other persons as required by Applicable Law. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 0.00 % of the gross sale price and reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

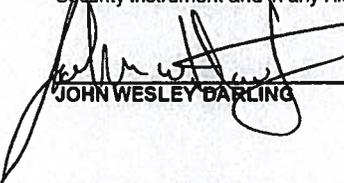
Borrower, in accordance with Title 14, Chapter 200 of the Maryland Rules of Procedure, does hereby declare and assent to the passage of a decree to sell the Property in one or more parcels by the equity court having jurisdiction for the sale of the Property, and consents to the granting to any trustee appointed by the assent to decree of all the rights, powers and remedies granted to the Trustee in this Security Instrument together with any and all rights, powers and remedies granted by the decree. Neither the assent to decree nor the power of sale granted in this Section 22 shall be exhausted in the event the proceeding is dismissed before the payment in full of all sums secured by this Security Instrument.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee, shall release this Security Instrument and mark the Note "paid" and return the Note to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Possession of the Property. Borrower shall have possession of the Property until Lender has given Borrower notice of default pursuant to Section 22 of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

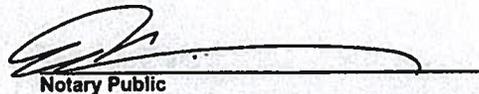


JOHN WESLEY DARLING (Seal)

State of MARYLAND
County of QUEEN ANNES

On this 7 day of DEC 2018, before me, Dan E Smith, the undersigned officer, personally appeared JOHN WESLEY DARLING (name(s) of person(s) who make acknowledgement), known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Notary Public

My Commission Expires 4-28-19



QUEEN ANNES COUNTY CIRCUIT COURT (Land Records) KBH 3014, p. 0176, MSA_CE58_3229. Date available 12/20/2018. Printed 03/02/2020.

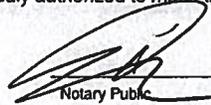


STATE OF Maryland Kent County ss: MMTL181010341
(or City of Baltimore)
I Hereby Certify, that on this 7th day of Dec 2018 before me, the
subscriber, a Notary Public of the State of Maryland and for the
County of Kent personally appeared, Ernest Beck III

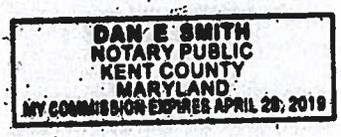
the agent of the party secured by the foregoing Security Instrument, and made oath in due form of law that the consideration recited in said Security Instrument is true and bona fide as therein set forth and that the actual sum of money advanced at the closing transaction by the secured party was paid over and disbursed by the party or parties secured by the Security Instrument to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time not later than the execution and delivery by the Borrower of this Security Instrument; and also made oath that he or she is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS: my hand and notarial seal.

My Commission Expires: 4/28/19


Notary Public

Lender: Nationwide Mortgage Bankers, Inc.
NMLS ID: 819382
Loan Originator: Ernest Beck III
NMLS ID: 1576247



QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) KBH 3014, p. 0177, MSA_CE58_3229, Date available 12/20/2018, Printed 03/02/2020.



File No. MD18-0601-OR

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

**SCHEDULE A
(Continued)**

LEGAL DESCRIPTION

All that certain lot or parcel of land situate in the County of Queen Anne's, State of Maryland, and being more particularly described as follows:

ALL those pieces or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lot Nos. 288 and 289, as shown on a plat entitled "Section No. 1 of Chester Harbor" which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, folio 39, and in Plat Book T.S.P. No. 1, folio 60.

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) KBH 3014, p. 0178, MSA_CE58_3229. Date available 12/20/2018. Printed 03/02/2020.



Queen
Anne's
County

DEPARTMENT OF COMMUNITY SERVICES 7

Housing and Community Services
104 Powell Street
Centreville, MD 21617

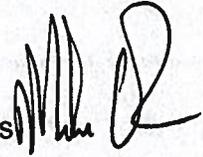
Telephone: (410) 758-3977
Fax: (410) 758-4499
E-mail: DHCS@qac.org

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: Support Letter for "Volunteers Trained to Drive and Socialize" Grant Request

DATE: March 4, 2020

Attached is a letter of support for the Area Agency on Aging's new project titled, "Volunteers Trained to Drive and Socialize." Through this new project, volunteers will assist seniors with door-through-door transportation, homemaker services, friendly visits and respite for caregivers.

If awarded, this project requires no funding from the County's General Funds.

The Department of Community Services values the Commissioners support on such an important project that addresses the needs of seniors and helps to unite the community through the innovative use of volunteers.

MOTION: I move that we sign the support letter for the grant request entitled, "Volunteers Trained to Drive and Socialize."





*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@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

County Administrator: Todd R. Mohn

Executive Assistant to County Commissioners: Margie A. Houck

County Attorney: Patrick Thompson, Esquire

March 10, 2020

Catherine R. Willis, LMSW,
Director
Queen Anne's County Department of Community Services
104 Powell St.
Centreville, MD 21617

Dear Ms. Willis,

We fully support your project titled, "Volunteers Trained to Drive and Socialize," as this program will fill gaps in services and remove barriers for our most vulnerable seniors who would like to age in place. The volunteer-based program contains several components that utilize volunteers including: door-through-door transportation, homemaker services, friendly visits and respite for caregivers.

The senior population is growing at an exponential rate in our rural community and there is a need to increase quality services. The proposed program will expand services that the current public transit cannot provide. It will provide opportunities for door-through-door transportation which is a vital need in our communities. Volunteers will assist seniors with grocery shopping, rides to medical appointments, and provide connections to social programs such as the County's senior centers. The homemaker service will help our seniors live independently in a safe environment by providing services such as taking out the trash, cleaning the floors and light meal preparation. Through genuine friendship this program aims to decrease depression. It will also provide opportunities for seniors to reminisce and leave a footprint of their legacy as so many of them have lived their entire life on the Eastern Shore. The respite care is an important service that will result in decreased caregiver stress and burnout by giving caregivers a break and a chance to recharge.

Ms. Catherine Willis, LMSW

March 10, 2020

Page 2

This is an exceptional program, and we applaud the efforts of the Department of Community Services and the Division of Aging in addressing the needs of seniors and helping to unite the community through the innovative use of volunteers. We thank you for providing our County the opportunity to submit an application for this exciting opportunity.

Sincerely,

QUEEN ANNE'S COUNTY
BOARD OF COUNTY COMMISSIONERS

James J. Moran, President

Jack N. Wilson, Jr.

Stephen Wilson

Philip L. Dumenil

Christopher M. Corchiarino



*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@qac.org

*County Administrator: Todd Mohn
Executive Assistant to County Commissioners: Margie A. Houck
County Attorney: Patrick Thompson, Esquire*

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: March 2, 2020

ACTION ITEM

To: County Commissioners

Via: Stephen Chandlee, Director, Department of Parks & Recreation

From: Mike Watson, Chief of Operations, Department of Parks & Recreation

Subject: Cross Island Trail Repaving

The Department of Parks and Recreation is requesting to contract David A. Bramble, Inc. to pave the Cross Island Trail using the Department of Public Works' current Paving Contract.

This project will pave a compacted 1 inch of 9.5mm hot mix asphalt and apply Tack prior to paving per MDDOT Standards and Specifications. They will mill all necessary tie-ins for smooth transition of new surface for the Cross Island Trail. Total cost of this project is \$190,000.00.

The Department of Parks and Recreation will be utilizing POS funding approved by the Maryland Department of Public Works in the amount of \$135,000.00, and remaining funding (\$65,000.00), is available in the Department of Parks and Recreation, Parks Preventative Maintenance Project 414000-400215. The POS funding is a reimbursement and should be placed back in the Parks Preventative Maintenance Project funds.

Requested Action:

I move to authorize the Department of Parks & Recreation, to contract with David A. Bramble to pave the Cross Island trail in the amount of \$190,000.00 from the Department of Parks and Recreation, Parks Preventative Maintenance Project.

c: Jon Seeman

PARKS AND RECREATION

FY 2020 – TRAIL DEVELOPMENT MAINTENANCE & AMENITIES

Approved FY 2020 –Project 400215 Parks Preventative Maintenance	\$463,751.00
<hr/>	
Expenditures	\$61,164.00
	<u>Remaining Balance</u>
	<u>\$402,587.00</u>
Proposed Expenditure for Cross Island Trail Paving	\$190,000.00
	<u>Remaining Balance</u>
	<u>\$212,587.00</u>

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY

The Liberty Building
107 North Liberty Street
Centreville, MD 21617

Telephone: (410) 758-4098

Fax: (410) 758-1170

e-mail: QACCommissioners&Administrator@qac.org

County Administrator: Todd R. Mohn, PE

Executive Assistant to County Commissioners: Margie A. Houck

County Attorney: Patrick Thompson, Esquire



*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

To: County Commissioners

ACTION ITEM

From: Vivian Swinson, Zoning Administrator

Subject: Property Lien's

Date: March 10, 2020

Map 058F, Grid 19, Parcel 660, 234 Evans Avenue, Grasonville (\$250.00)

An independent contractor hired by the Zoning Office to cut grass at the above referenced addresses after the property owner ignored repeated attempts by the Zoning Inspector to get the site to comply with Queen Anne's County Code Chapter 19 Article II §19-2 L. (2) which states: A person may not allow any vegetation to grow higher than 12 inches on any lot or parcel that is: (a) Less than three acres in size; and (b) located in an approved or recorded residential subdivision or any part of which is within 200 feet of a neighboring residence.

Recommended Action:

I move to approve Resolutions 20-02 to place a lien on each of the properties listed in the County Zoning Administrator's memorandum dated March 10, 2020 for nuisance violations.

RESOLUTION

WHEREAS, The County Commissioners of Queen Anne's County are authorized under Section 1-04(p) of the Code of Public Laws of Queen Anne's County (Article 18 of the Code of Public Local Laws of Maryland) "to provide that any valid charges or assessments made against real property within the County shall be liens upon such property to be collected in the same manner as County taxes are collected",

AND WHEREAS, Queen Anne's County Ordinance No. 94-04 ("The Nuisance Ordinance") provides, inter alia, that "The County Commissioners of Queen Anne's County shall have the full power and authority to abate any nuisance as set forth herein by an appropriate means and to assess the property owner for the costs thereof. Any damage or assessments made hereunder shall be a lien against the real property benefitted and may be collected in the same manner as County real estate taxes.

AND WHEREAS, pursuant to the authority set forth above, The County Commissioners have abated to have caused to be abated a nuisance on the property described below and have determined that the costs thereof are fair and reasonable and are valid charges and assessments.

NOW THEREFORE IT IS RESOLVED, by The County Commissioners of Queen Anne's County that the amount shown below be assessed as a lien against the property described below and that the same be collected in the same manner as County real estate taxes.

PROPERTY: 234 Evans Ave.
Grasonville, MD 21638

TAX MAP: 058F GRID: 0019 PARCEL: 0660 LOT: TAX ID#: 1805014484

OWNER: GID Investments LLC

AMOUNT OF ASSESSMENT: \$150.00
ADMINISTRATIVE FEE : \$100.00

WITNESS, the hands and seals of the County Commissioners of Queen Anne's County this _____ day of _____, 2019.

ATTEST:

THE COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY

DEPARTMENT OF PLANNING & ZONING



*Queen
Anne's
County*

110 Vincit St., Suite 104
Centreville, MD 21617

Telephone Planning: (410) 758-1255
Fax Planning: (410) 758-2905
Telephone Permits: (410) 758-4088
Fax Permits: (410) 758-3972

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

To: County Commissioners

ACTION ITEM

From: Vivian Swinson
Zoning Administrator

Date: August 14, 2019

RE: Map 058F Grid 0019 Parcel 0660 234 Evans Ave. Grasonville, MD 21638

On June 19, 2019, an independent contractor hired by the Zoning Office cut the grass at the above referenced address after the property owner ignored repeated attempts by the Zoning Inspector to get the site to comply with Queen Anne's County Code **Chapter 19 Article II §19-2.L.(2)** which states: *A person may not allow any vegetation to grow higher than 12 inches on any lot or parcel that is : (a) Less than three acres in size; and (b) located in an approved or recorded residential subdivision or any part of which is within 200 feet of a neighboring residence.*

Attached is the Resolution to place a lien on the subject property so the County can be reimbursed for the cost of the grass cutting.

Recommended Action:

I move that we approve the Resolution to place a lien on the property located at 234 Evans Ave. in the amount of \$250.00

DEPARTMENT OF PLANNING & ZONING



**Queen
Anne's
County**

110 Vincit St., Suite 104
Centreville, MD 21617

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

Telephone Planning: (410) 758-1255
Fax Planning: (410) 758-2905
Telephone Permits: (410) 758-4088
Fax Permits: (410) 758-3972

July 10, 2019

GID Investments LLC
846 Richie Hwy.
Suite 1 A
Severna Park, MD 21146

RE: Tax Map 58F Parcel 660 (234 Evans Ave. Grasonville, MD 21638)

Dear Property Management:

Queen Anne's County hired an independent contractor to cut the grass on the property referenced above. Attached is a copy of the bill.

Therefore, you have twenty (20) days from the date of this letter to pay the \$150.00 bill. Plus an administrative fee of \$100.00 for a total of \$250.00. Failure to pay the full amount will result in a lien being placed against your property. Please make the check payable to the Queen Anne's County Commissioners and mail it to the Dept. of Planning and Zoning 110 Vincit St., Suite 104, Centreville, MD 21617.

I can be reached at 410-758-4088 Monday through Friday from 8:00am to 10:00am if you need to contact me.

Sincerely,

Harold L. Veasel
Nuisance Inspector

Attachments: Invoice: Callahan's Lawn Care

DEPARTMENT OF PLANNING & ZONING



**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

110 Vincit St., Suite 104
Centreville, MD 21617

Telephone Planning: (410) 758-1255
Fax Planning: (410) 758-2905
Telephone Permits: (410) 758-4088
Fax Permits: (410) 758-3972

June 11, 2019

GID Investments LLC
846 Richie Hwy
Suite 1 A
Severna Park, MD 21146

RE: Tax Map 58F Parcel 660 (234 Evans Ave Grasonville, MD 21638)

Dear Property Management:

During routine inspections in your area I noticed your grass has not been cut. I have determined that you are in violation of Queen Anne's County Code *Chapter 19 Article II §19-2 L. (2)* which states: *A person may not allow any vegetation to grow higher than 12 inches on any lot or parcel that is: (a) Less than three acres in size; and (b) located in an approved or recorded residential subdivision or any part of which is within 200 feet of a neighboring residence.*

You have 7 days from the date of this letter to address the violation. If the grass on the entire lot is not cut, you may be issued a citation or Queen Anne's County may hire an independent contractor to cut the grass. Failure to pay the cost of the grass cutting within 15 days will result in a lien being placed against your property.

I can be reached at 410 758-4088 Monday thru Friday from 8am to 10am if you need to contact me.

Sincerely,

Harold L. Veasel
Zoning Inspector

SEND CONTRACTOR

Real Property Data Search (w1)

Search Result for QUEEN ANNE'S COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Tax Exempt:		Special Tax Recapture:			
Exempt Class:		NONE			
Account Identifier:		District - 05 Account Number - 014484			
Owner Information					
Owner Name:		GID INVESTMENTS LLC		Use: COMMERCIAL	
Mailing Address:		846 RITCHIE HWY STE 1 A SEVERNA PARK MD 21146-		Principal Residence: NO	
				Deed Reference: /03017/ 00261	
Location & Structure Information					
Premises Address:		234 EVANS AVE GRASONVILLE 21638-0000		Legal Description: LOT 32,278 SQ FT E/EVANS AVE GRASONVILLE	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section: Block: Lot:
058F	0019	0660		0000	
				Assessment Year:	Plat No:
				2019	43/92
Special Tax Areas:				Town:	NONE
				Ad Valorem:	
				Tax Class:	2
Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use	
			32,278 SF		
Stories	Basement	Type	Exterior	Full/Half Bath	Garage Last Major Renovation
Value Information					
		Base Value	Value	Phase-in Assessments	
			As of	As of	As of
			01/01/2019	07/01/2018	07/01/2019
Land:		421,300	363,100		
Improvements		0	0		
Total:		421,300	363,100	422,900	363,100
Preferential Land:		0			0
Transfer Information					
Seller: GRIFFIN WILLIAM DEAN		Date: 12/21/2018		Price: \$375,000	
Type: ARMS LENGTH VACANT		Deed1: /03017/ 00261		Deed2:	
Seller: SMITH, HENRY E, JR & SHIRLEY A		Date: 11/04/1997		Price: \$60,000	
Type: ARMS LENGTH IMPROVED		Deed1: SM /00590/ 00263		Deed2:	
Seller: BRAGG, BYRON J AND VIRGINIA L		Date: 06/10/1981		Price: \$25,000	
Type: ARMS LENGTH IMPROVED		Deed1: MWM /00175/ 00798		Deed2:	
Exemption Information					
Partial Exempt Assessments:		Class	07/01/2018	07/01/2019	
County:	000		0.00		
State:	000		0.00		
Municipal:	000		0.00 0.00	0.00 0.00	
Tax Exempt:		Special Tax Recapture:			
Exempt Class:		NONE			
Homestead Application Information					

Callahan's Lawn Care
P.O. Box 241
Queenstown, MD 21658

Invoice

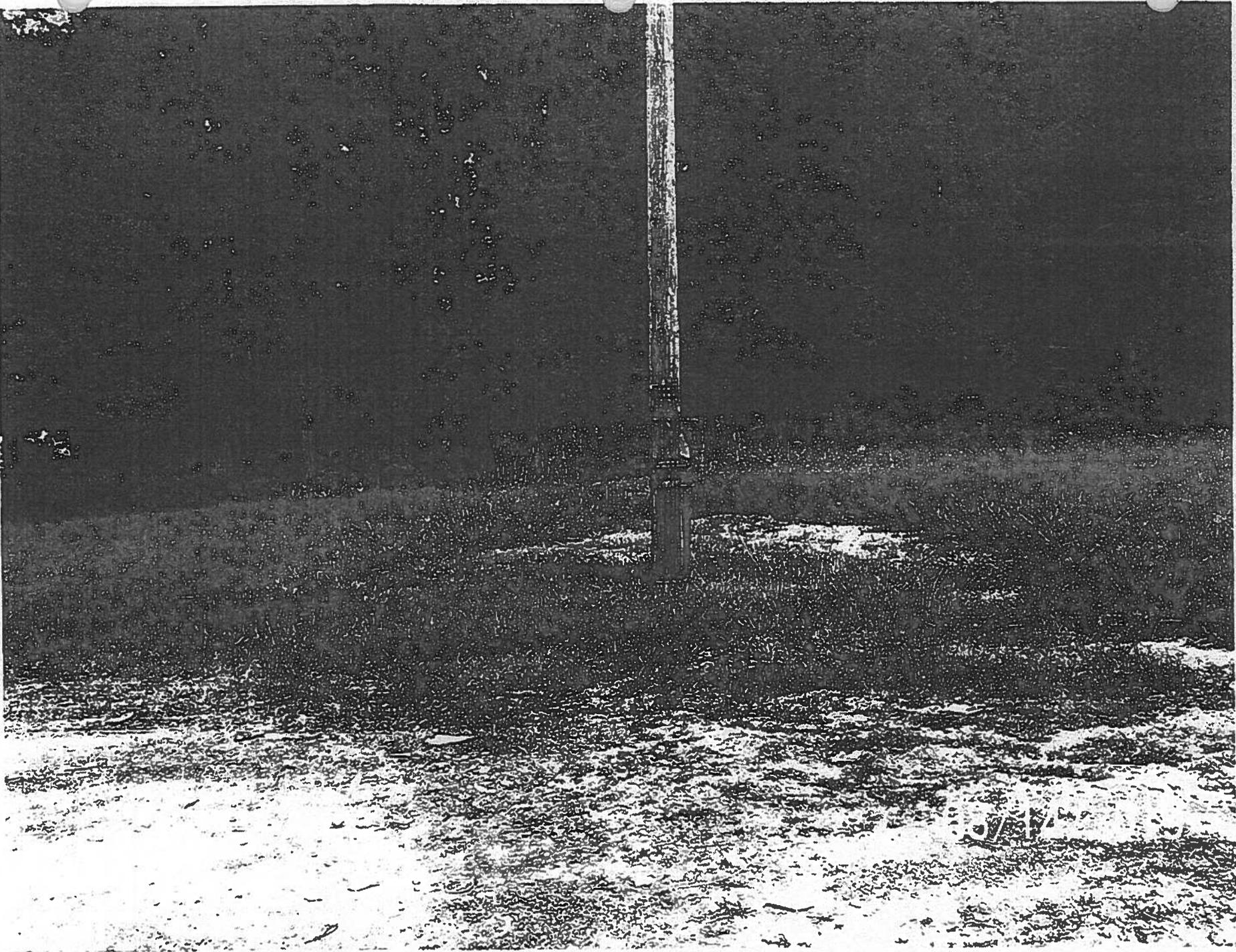
DATE	INVOICE #
7/7/2019	6901

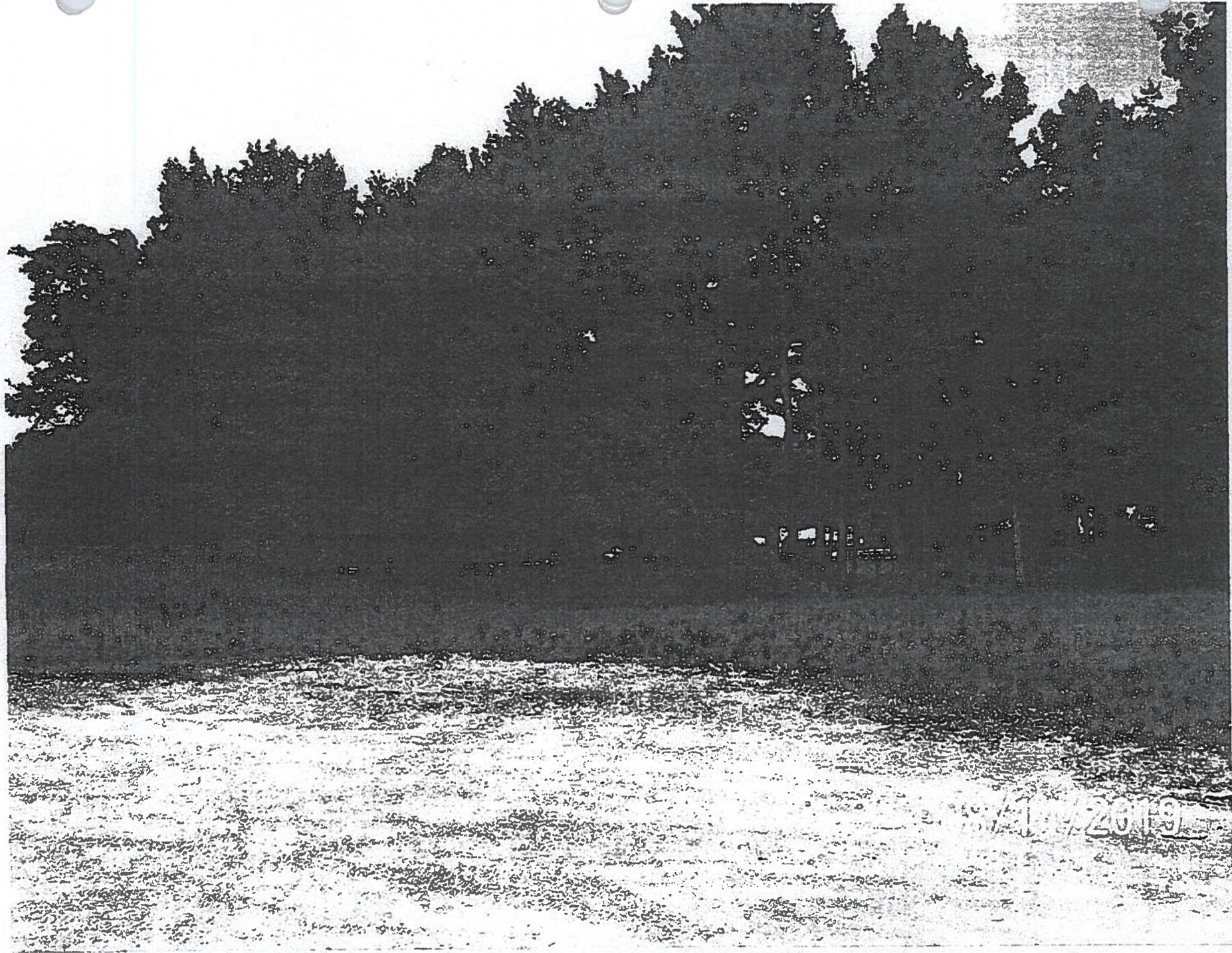
BILL TO
Queen Annes County Att: Vivian Swinson 110 Vincit street Suite 104 Centreville , MD 21617

amount enclosed

TERMS

ITEM	DESCRIPTION	SERVICED	AMOUNT
cut	Lot next to Winchester liquors cut overgrown lawn	6/19/2019	150.00
Thank you for your business.		Total	\$150.00

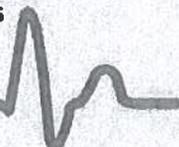






Queen Anne's County Department of Emergency Services
100 Communications Drive ♦ Centreville, Maryland 21617
Phone 410.758.4500 ♦ Fax 410.758.2086

9-1-1 Communications ♦ Animal Control ♦ EMS ♦ Emergency Management
Fire Marshal ♦ Support Services



Action Item

MEMO

To: Board of County Commissioners

Date: 3/4/2020

From: Jeffrey C. Morgan, DES Assistant Chief *JCM*

Through: Scott A. Haas, DES Director *SAH*

Cc: Todd Mohn, County Administrator

Re: Queen Anne's County Residential Sprinkler Requirement for any additions, alterations or repairs to a single family dwelling.

In 2015 the State of Maryland enacted legislation that mandated fire sprinkler systems in all new one- and two-family dwellings. The Fire Marshal for Queen Anne's County, Robert Needy, in conjunction with the Queen Anne's County Chief Building Inspector, Mike Savage, using the International Building Code came up with a definition for a major renovation of a single family dwelling. The definition of a major renovation was any additions, alterations or repairs to a single family dwelling which is equal to or greater than 50% of the original square footage of the dwelling. Using this definition the Fire Marshal placed a policy in effect, dated January 1, 2015, for Queen Anne's County that required the following: "Any additions, alterations or repairs to a single family dwelling which is equal to or greater than 50% of the original square footage of the dwelling SHALL require a residential sprinkler system to be installed in the improved addition, alteration or repaired area." The policy letter from January 1, 2015 has been attached to this memo. After January 1, 2015 all single family dwelling permits that were close to the 50% square footage requirement were submitted to the Fire Marshal's Office for review for the residential fire sprinkler requirement by the Permits Office. The major reason for this requirement was the fact that builders were completely gutting a dwelling or leaving a few exterior walls in place and stating that this was a renovation to avoid the state mandated fire sprinkler requirement. Queen Anne's County is not the only jurisdiction in the State of Maryland that requires fire sprinklers triggered by the 50% square footage requirement. The closest jurisdiction with this requirement is Anne Arundel County.

The Maryland State Fire Marshal's Office has no written policy when it comes to residential sprinkler requirements for any additions, alterations or repairs to a single

family dwelling. It is on a case by case basis as determined by the reviewing officer of the Maryland State Fire Marshal's Office when submitted to their office by the jurisdiction involved.

The following is the recommendation by the Queen Anne's County Fire Marshal's Office in order of preference:

- 1.) It is the recommendation of the Queen Anne's County Fire Marshal's Office that the current requirement of 50% or greater remain for the safety of not only the citizens of Queen Anne's County but also all public safety personnel. OR;
- 2.) Any additions, alterations or repairs to a single family dwelling which is equal to or greater than 75% of the original square footage of the dwelling shall be considered NEW, and SHALL require a residential sprinkler system installed throughout the ENTIRE dwelling.

According to the U.S. Fire Administration from January 1, 2019 to December 31, 2019 there were 2,139 civilian home fire fatalities reported throughout the United States. And from January 1, 2020 to February there have been 420 civilian home fire fatalities reported throughout the United States. Although there were no fire fatalities in Queen Anne's County in the 2018 calendar year, Queen Anne's County has averaged 1 fire fatality for the last five years, calendar years 2014-2018. All five fire fatalities were in residential properties, four deaths were in residential dwellings and one death was in a travel trailer being utilized as a temporary residence. The 2019 fire fatality report from the Maryland State Fire Marshal's Office has not been released yet.



Please Read

Proclamation

GOOD SPORTSMANSHIP MONTH
MARCH 2020
20-17

WHEREAS, Queen Anne's County recognizes that sports are a major social force that influences American culture and families; and

WHEREAS, being involved in sports, including coaches, players, fans and parents, should promote good sportsmanship and foster the development of positive characteristics for physical fitness and positive personal growth, while making sure everyone has a safe and fun sports experience; and

WHEREAS, Sportsmanship promotes a strong sense of character, collaboration and crucial life skills that can prepare players for future social interactions and challenges; and

WHEREAS, Sportsmanship can combat bullying and promote inclusion by providing a safe and healthy environment where players value respect, fairness, integrity, responsibility, and perseverance; and

WHEREAS, Sportsmanship also promotes and instills skills of encouragement, acceptance, focus, and the ability to make difficult decision; and

WHEREAS, fostering a commitment to these qualities on the playing field can prevent harassment and reduce incidences of concussions and other injuries;

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, do hereby proclaim MARCH 2020 as GOOD SPORTSMANSHIP MONTH in Queen Anne's County, and call upon all to observe.

QUEEN ANNE'S COUNTY
BOARD OF COUNTY COMMISSIONERS

James J. Moran, President

Jack N. Wilson, Jr.

Stephen Wilson



Please Read

Proclamation

20-18

WHEREAS, Queen Anne's County was declared a "Character Counts! Community; and

WHEREAS, all citizens have been called upon to embrace the "Six Pillars of Character" and incorporate them into their daily activities and to model these traits of good character; and

WHEREAS, the Character Counts! Pillar of the Month for March is "Responsibility"; and

WHEREAS, RESPONSIBILITY can be defined as the state or fact of being responsible, answerable, or accountable for something within one's power, control, or management, something you're required to do as an upstanding member of a community. One is responsible to a variety of groups over the years: Family, School, Community and Nation. And Self - you must be responsible for your own actions; and

WHEREAS, all citizens should take responsibility for their own health, physically and mentally; make healthy choices, exhibit self-control and follow reasonable goals, and if needed, make the brave choice and ask for help - there are plenty of resources out there that can make life easier; and

WHEREAS, all citizens will incorporate these values in their daily lives by making good choices and consider how those decisions affect others; and

WHEREAS, all citizens will attempt to display responsibility to one's community by knowing the public issues, asking questions, getting involved and voting, and completing one's tasks; and

WHEREAS, each citizen has a responsibility to continue the path of education, stay curious, learn new skills and share that passion for learning with others;

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, do hereby proclaim, the Character Counts! Pillar of the Month for March to be "Responsibility".

Written by Jeff Straight
Queen Anne's County Board of Education
Office of Public Information

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



Please Read

Proclamation

WOMEN'S HISTORY MONTH PROCLAMATION 20-20

WHEREAS, since 1911 there has been a celebration of the enormous historic contributions made by women in and to society; and

WHEREAS, finally in 1975, International Women's Day was commented on by the United Nations and two years later, in 1977, was officially recognized by that body; and

WHEREAS, in 1980, in Santa Rosa, California, Molly Murphy MacGregor, together with four other women founded the National Women's History Project, so they could present to the world, the magnificent achievements of women throughout our nation; and

WHEREAS, 8 years later, in March of 1987, Congress declared the first official Women's History Month in the United State; and

WHEREAS, women's lives and contributions to society are diminished when their efforts and achievements are not recognized and presented to the public; and

WHEREAS, it is vital to be able to present women's stories, issues, hopes and dreams for their communities and society in all the many ways possible to make them understood; and

WHEREAS, women especially value inclusion for all other women regardless of background, race or ethnicity, or capabilities and celebrate all accomplishments; and

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, salute the United States Congress for finally agreeing to the new National Women's History Museum that will open in approximately 3 years; and

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, applaud Queen Anne's County's lead for a Maryland Museum of Women's History and the work underway here for it, and we therefore proclaim the month of March, here in Queen Anne's County, as Women's History Month in the Year 2020, the Year of the Woman in celebration of the 100th Anniversary of the 19th Amendment.

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



14

February 16, 2020

James Moran, Jack Wilson, Stephen Wilson, Philip Dumenil, Christopher Corchiarino
107 N. Liberty Street
Centreville, MD 21617

To whom it may concern,

My name is James Kougoures and I'm a Life Scout in Boy Scout Troop 1631 of Christ Church. I am about to begin my Eagle Scout project at the cemetery located near the The James E. Kirwan House and Store located off of Route 552 to help me earn the highest rank of Scouting. I plan to replace a significantly deteriorated fence located around a large portion of the cemetery for my Eagle Project.

To replace this fence, I will need to remove existing fencing, order new fencing materials, cement posts for stability and install new fencing for the perimeter of the cemetery approximately 70' x 80'. Each day that my volunteers spend helping I will provide lunch for them as well. I would like to replace overgrown shrubs around the cemetery as well.

I will perform as the general contractor for this project. Applying my leadership skills, knowledge and experience I have gained while helping my fellow Scouts with their projects and I plan to complete this project by May 2020. I will participate in building this project and part of my job as the leader of this project is to delegate the tasks to volunteers such as my peers in scouting as well as family and friends. I hope to gain better leadership skills and become a more knowledgeable leader with more experience of how to delegate work and lead efficiently.

My project will cost approximately \$5,000. To cover expenses for fencing, tools, and shrubs and many other materials, I need to raise funds. I would like to ask you to help my cause by donating to my project fund. Please send donations to James "JP" Kougoures 136 Kirwans Landing Lane, Chester, MD 21619. Please make checks Payable to Troop 1631. If you would like to donate time, materials or other support please indicate that on the return note and I will contact you when I'm working on my project.

Sincerely,
James Kougoures
James Kougoures
Life Scout ~ Troop 1631

Keep the actual letter as your tax donation receipt. Please return this portion of the letter with your donation in the self addressed stamped envelope.



James Kougoures
136 Kirwans Landing Lane
Chester, MD 21619

I would like to donate Money Check # _____ Amount \$ _____

I would like to help Volunteer: Name _____ Contact # _____

Help with Lunch one day. Name _____ Contact # _____

Any other donations _____

Donation made to Boy Scout Troop 1631 for the Eagle Project of James Kougoures.

Returned from:
James Moran, Jack Wilson, Stephen Wilson, Philip Dumenil, Christopher Corchiarino
107 N. Liberty Street
Centreville, MD 21617



Sheriff Gary Hofmann
Major Dwayne Boardman

OFFICE OF THE SHERIFF

Queen Anne's County

505 RAILROAD AVENUE, CENTREVILLE, MARYLAND 21617
410-758-0770 • 410-778-7908 • Fax: 410-758-1961
TDD: 410-758-2126
www.queenannessheriff.org



Class 236

Action Item

Date: February 6, 2020
To: County Commissioners
From: Sheriff Gary Hofmann
Subject: Budget Amendment Request

Per your request, the following is my official "Request for Approval" to use excess current year budgeted funds originally designated for salaries and/or benefits to purchase two Toyota Rav4 hybrid SUV vehicles to be used by our Public Information Officer and our Volunteer Auxiliary Deputies. The total cost for both of the vehicles, installed emergency equipment and markings is \$66,124. These vehicles will be valuable to our overall operation providing reliable and cost-effective vehicles for our highly mobile Public Information Officer (soon to be hired) and for our volunteer auxiliary staff who work and attend events and assignments all over the County on a regular basis. The 2020 Toyota Rav4 Hybrid SUV is estimated to get 41 city/38 highway miles per gallon of gas. We also believe these vehicles will be highly reliable with a very low cost for maintenance. These model vehicles are currently on the Howard County contract which is the contract we plan to use.

Requested Action:

I move to approve to use excess current year budgeted funds of \$66,124, originally designated for salaries and/or benefits to purchase two Toyota Rav4 hybrid SUV vehicles for use by the Public Information Officer and Volunteer Auxiliary Deputies.

CC-21

Date 2/13/2020

Entered By _____

**QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY 2020**

Description of expenditure/revenue accounts to inc/(dec):			Fund	Account Code		Increase (Decrease) Amount
increase	Sheriff's Office	Autos/Vehicles	100	110000	9054	\$ 66,124
decrease	Sheriff's Office	Regular	100	110000	4003	\$ (42,785)
decrease	Sheriff's Office	Social Security	100	110000	7100	\$ (3,396)
decrease	Sheriff's Office	Health Insurance	100	110000	7200	\$ (7,267)
decrease	Sheriff's Office	LEOPS Pension System	100	110000	7325	\$ (9,761)
decrease	Sheriff's Office	Workmen's Compensation	100	110000	7400	\$ (2,825)
decrease	Sheriff's Office	Life Insurance	100	110000	7600	\$ (90)
Total Decrease						\$ (66,124)

Justification:

This amendment establishes budget authority for the Sheriff's Department to purchase two Toyota Rav4 hybrid SUV vehicles to be used by their Public Information Officer and Volunteer Auxiliary Deputies at a total cost of \$66,124.

Funding will come from excess current year budgeted funds originally designated for salaries and/or benefits.

*NA
2/14/20*

Requester printed Department: Karen Rodgers, Finance

Requester signature & date: *Karen Rodgers*

Finance Director signature & date: *[Signature]*

Approval & date: _____

CC-23

Date 2/19/2020

Entered By _____

QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY 2020

Description of expenditure/revenue accounts to inc/(dec):	Fund	Project	Account	Increase (Decrease) Amount
increase Gen Cap Proj - Traffic Study FY20 Gen Cap Fund Bal	410	400871	39940	\$ 46,220
increase Gen Cap Proj - Traffic Study Consultants	410	400871	5020	\$ 46,220

Justification:

This amendment establishes additional budget authority for Project 400871 - Traffic Study. The anticipated expenditures through June 30, 2020 are \$46,220. This project is ongoing and additional budget authority will be requested in future years.

Funding will come from Capital Fund Balance.

MH
2/19/20

Requester printed Department: Karen Rodgers, Finance

Requester signature & date: Karen Rodgers 2/19/20

Finance Director signature & date: [Signature]

Approval & date: _____

CC-26

Date 3/3/2020

QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY2020

Description of expenditure/revenue accounts to increase/(decrease):	Fund	Account Code	Increase (Decrease) Amount
Increase Special Loans/Grants Other State Operating Grants	714	714000 33590	\$ 37,500
Increase Special Loans/Grants Other	714	714000 5995	\$ 37,750
Increase Special Loans/Grants Consultants	714	714000 5020	\$ 3,750
Total Increase in expenditures			\$ 37,500

Justification:

This amendment recognizes receipt of a new Maryland Affordable Housing Trust (MAHT) Grant. The total grant amount is \$75,000.00. We are budgeting 50% to FY2020 and 50% to FY2021

NO ADDITIONAL COUNTY FUNDS ARE REQUESTED

AH
3/3/20

Requester printed Department:

Mkt. Plan, Housing & Community Services

Requester signature & date:

[Signature] 3/3/2020

Finance Director signature & date:

[Signature] 3/4/20

Approval & date:



Maryland
Department of
the Environment

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

FEB 21 2020

The Honorable James J. Moran, At-Large
Queen Anne's County Commissioner
107 North Liberty Street
Centreville, MD 21617

COMMISSIONER'S OFFICE
FEB 24 '20 PM2:04

Dear Commissioner Moran:

The purpose of this letter is to inform you that the Department has received an air quality Permit to Construct application from a company located in your jurisdiction. The Department has required the applicant to publish the enclosed notice at least once a week for two consecutive weeks in the legal section of a daily or weekly newspaper of general circulation in the geographical area in which the proposed installation will be located. The notice provides the following information about the permit application.

Applicant: Chesapeake Cremation Center, LLC
808 Main Street
Stevensville, MD 21666

Proposal: Installation of a Matthews Environmental Solutions IEB-32-5S Pet Crematory

The Department must receive written requests for an informational meeting no later than 10 working days after the date the second notice appears in the newspaper. The Department expects the applicant to begin to publish the required notices shortly, but you need not wait for the notice to be published to request a meeting should you so desire. Your participation in this proceeding is welcome.

Sincerely,



Angelo Bianca, Deputy Director
Air and Radiation Administration

AB/jm

Enclosure

**DEPARTMENT OF THE ENVIRONMENT
AIR AND RADIATION ADMINISTRATION**

**NOTICE OF APPLICATION AND
OPPORTUNITY TO REQUEST AN INFORMATIONAL MEETING**

The Maryland Department of the Environment, Air and Radiation Administration (ARA) received a permit-to-construct application from Chesapeake Cremation Center, LLC on December 31, 2019 for the installation of a Matthews Environmental Solutions IEB-32-5S Pet Crematory. The proposed installation will be located at Chesapeake Cremation Center, LLC, 808 Main Street, Stevensville, MD 21666.

Copies of the application and other supporting documents are available for public inspection. Ask for Docket # 01-20 at the following locations during normal business hours.

Maryland Department of the Environment
Air and Radiation Administration
1800 Washington Boulevard
Baltimore, Maryland 21230

Queen Anne's County Library - Kent Island Branch
200 Library Circle
Stevensville, MD 21666
(410) 643-8161

Pursuant to the Environment Article, Section 1-603, Annotated Code of Maryland, the Department will hold an informational meeting to discuss the application and the permit review process if the Department receives a written request for a meeting within 10 working days from the date of the second publication of this notice. All requests for an informational meeting should be directed to the attention of Ms. Shannon Heafey, Air Quality Permits Program, Air and Radiation Administration, 1800 Washington Boulevard, Baltimore, Maryland 21230.

Further information may be obtained by calling Ms. Shannon Heafey at 410-537-4433.

George S. Aburn, Jr., Director
Air and Radiation Administration



Maryland

Department of
the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

March 2, 2020

**RE: Water Appropriation and Use Permit No.: QA2019G002(01)
Publication of Permit Decision**

Dear Property Owner, Public Official, Interested Person or Applicant:

On February 27, 2020 the Water and Science Administration (Administration) issued Water Appropriation and Use Permit No. QA2019G002(01) to Alan C. Eck to appropriate and use an annual average of 190,500 gallons of water per day (gpd) and an average of 1,159,000 gpd during the month of maximum use for crop irrigation. Water is to be withdrawn from one well in the Columbia aquifer. The site is located on the east side of Elevator Road, approximately 0.5 mile southeast of Sudlersville, Queen Anne's County, Maryland.

After examination and consideration of the documents received and evidence in the application file and record, the Administration has determined that the application meets the statutory and regulatory criteria necessary for issuance of a Water Appropriation and Use Permit. The Impact Analysis Summary used in reaching this determination is enclosed with this permit decision. A copy of Water Appropriation and Use Permit No. QA2019G002(01) is available upon request.

This is a final agency determination; there is no further opportunity for administrative review. The applicant or any person with standing who participated in the public participation process through the submission of written or oral comments may petition for judicial review in the Circuit Court in the County where the permitted activity is to occur. The petition for judicial review must be filed within 30 days of the publication of the permit decision. Please see the attached fact sheet for additional information about the judicial review process.

If you have any questions or need any additional information, please do not hesitate to contact me at (410) 537-3590.

Sincerely,

A handwritten signature in black ink, appearing to read "Norman Lazarus".

Norman Lazarus
Water Supply Program

Enclosures

Alan C. Eck
(Name of Applicant)

QA2019G002/01
(Application No.)

Sam Glover
(Assigned WSA Project Manager)

January 27, 2020
(Date Form Completed)

P IMPACT ANALYSIS SUMMARY

I. REASONABLENESS OF THE AMOUNT OF WATER REQUESTED IN RELATION TO THE ANTICIPATED LEVEL OF USE DURING THE PERMIT PERIOD.

The applicant has requested to appropriate and use an annual average of 190,500 gallons of groundwater per day (gpd) and an average of 1,159,000 gpd in the month of maximum use. The water will be withdrawn from one well in the Columbia aquifer and used for crop irrigation. The water withdrawn from the well will be used to irrigate about 212 acres of corn. The area of the farm where the irrigation will occur is predominantly sandy loam soils. A low pressure center pivot irrigation system will be used. The requested amounts are based on an estimated water demand of 10.5 inches with a water loss factor of 15 percent for corn crop with the configurations mentioned above. The requested appropriation is reasonable for this use.

II. REASONABLENESS OF THE IMPACT OF THE REQUESTED WITHDRAWAL ON THE RESOURCE.

Based on information from the Aquifer Information System (AIS) and on-site well QA-15-0272, it was determined that the saturated thickness of the Columbia aquifer is approximately 59 feet (ft) at the site. The impact of the requested withdrawal on the water table (unconfined) aquifer like the Columbia is based on the annual rainfall (45 inches) that falls in the area, the amount of recharge (infiltration) on the applicant's property during a drought year, and the amount of groundwater set aside to maintain stream baseflow. In addition, 15% of the irrigation water which is not used by crops infiltrates back into the aquifer. Based on the factors above, the Administration's analysis indicates that the long-term consumptive use of the proposed withdrawal is 83 % of the groundwater recharge available at the site. Hence the proposed withdrawal from the Columbia aquifer is sustainable. No unreasonable impact to the resource is expected.

III. REASONABLENESS OF THE IMPACT OF THE REQUESTED WITHDRAWAL ON OTHER USERS OF THE RESOURCE.

The irrigation well will be constructed to an estimated depth of 80 feet in the Columbia aquifer. Impacts on the resource and nearby users were evaluated using data from geological reports and investigations available to the Water and Science Administration. The results indicate that pumping during periods of maximum water use (1,159,000 gpd) may lower the water table about 7 feet at a distance of 500 feet (nearest property boundary) from the pumping center. The model is based on pumping at the maximum withdrawal rate of 1,159,000 gpd for 60 days with no recharge to the aquifer. No unreasonable impacts to other users of the resource are anticipated.

FACT SHEET

JUDICIAL REVIEW PROCESS

Legislation passed by the 2009 General Assembly changes procedures for certain permits issued by the Department, including water appropriation permits. The judicial review procedures took effect on January 1, 2010 and applies to final permit decisions issued on and after January 1, 2010.

Under pre-existing procedures, permit applicants and third parties with standing under Maryland law could challenge the issuance of a permit or the conditions of a permit through a request for a "contested case" adjudicatory hearing conducted by the Office of Administrative Hearings. Effective January 1, 2010, the "contested case" process no longer applies to final decisions on applications for these permits. Rather, permits can be challenged through a request for direct judicial review in the Circuit Court for the county where the activity authorized by the permit will occur. Applicants, and persons who meet standing requirements under federal law and who participated in a public comment process by submitting written or oral comments (where an opportunity for public comment was provided), may seek judicial review. Judicial review will be based on the administrative record for the permit compiled by the Department and limited to issues raised in the public comment process (unless no public comment process was provided, in which case the review will be limited to issues that are connected to the permit).

Who Has Standing?

Anyone who meets the threshold standing requirements under federal law and is either the applicant or someone who participated in the public participation process through the submission of written or oral comments, as provided in Environment Article § 5-204, Annotated Code of Maryland. The three traditional criteria for establishing standing under federal law are injury, causation, and redressability, although how each criterion is applied is highly fact-specific and varies from case to case. Further, an association has standing under federal law to bring suit on behalf of its members when its members would otherwise have standing to sue in their own right, the interests at stake are related to the organization's purpose, and neither the claim asserted nor the relief requested requires the participation of individual members in the lawsuit.

What is the Procedure for Seeking Judicial Review?

Petitions for judicial review of a final determination or permit decision subject to judicial review must be filed in accordance with § 1-605 of the Environment Article no later than 30 days following publication by the Department of a notice of final determination or final permit decision and must be filed in the circuit court of the county where the permit application states that the proposed activity will occur. Petitions for judicial review must conform to the applicable Maryland Rules of Civil Procedure (Title 7, Chapter 200).

To review the legislation follow the link below:

http://mgaleg.maryland.gov/2009rs/chapters_noln/Ch_650_sb1065T.pdf



Queen Anne's County

OFFICE OF BUDGET, FINANCE AND INFORMATION TECHNOLOGY

The Liberty Building
107 North Liberty Street
Centerville, 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*

MEMORANDUM

Date: March 10, 2020

To: County Commissioners

INFORMATIONAL ITEM

From: *Jonathan R. Seeman*, Director, Budget, Finance, and Information Technology

Re: FY2019 County Audit Communications Report

The County's auditors, TGM Group LLC, recently issued the FY2019 Audit Communications report. The report was favorable and we received an unqualified opinion. There is one area in which we have been impacted by software issues. In the section on Communication Regarding Internal Control Matters, TGM Group identified a material weakness in the Queen Anne's County internal controls. A material weakness is a deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

The deficiency is that the County's accounting software does not generate reports that reconcile to the General Ledger and that the County is currently using excel spreadsheets to track the SKI assessments. This is a repeat finding, as the reports have not reconciled for several years, since the system upgrade. The solution is that new software (Munis) is being implemented to address these issues.

In addition, TGM Group noted two other comments, which are not material or significant in nature. The first is that journal entries should be approved in a timely manner. The Accounting Supervisor approves all journal entries, which can be over a hundred each month. She will set aside time each week to review the entries going forward, rather than accumulating them over time.

The second comment was that during the testing of the LOSAP census data, TGM Group noted inconsistencies along with lack of support for underlying data. FY2019 was the first year the auditors tested any LOSAP data, as the County implemented GASB Statement No. 73 which required the County to record the liability associated with the LOSAP benefit. The auditors mentioned that they had similar situations with their other clients regarding the LOSAP census data and recommended the County do an internal review to ensure the census data matches supporting documentation in the future.

LIVE • WORK • PLAY in QA
 POWERED BY GACTV visitqueenannes.com
 things to do...places to go...ways to grow your business...scan for info



**THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY, MARYLAND**

AUDIT COMMUNICATIONS

JUNE 30, 2019

CONTENTS

	Page(s)
I. Communications with Those Charged with Governance	3 – 7
II. Communication Regarding Internal Control Matters	8 – 10
III. Comments	11 - 13

I. COMMUNICATIONS WITH THOSE CHARGED WITH GOVERNANCE

Herbert J. Geary III
Corey N. Duncan
Roy J. Geiser
Chris A. Hall
Ronald W. Hickman
Craig A. Walter
Mark A. Welsh



December 10, 2019

To the County Commissioners of
Queen Anne's County, Maryland

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of The County Commissioners of Queen Anne's County, Maryland ("the County") for the year ended June 30, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 29, 2019. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the County are described in Note 1 to the financial statements. During 2019, the County adopted new accounting guidance from the Governmental Accounting Standards (GASB) No. 73, *Accounting and Financial Reporting for Pensions and Related Assets that are Not Within the Scope of GASB No. 68*. Accordingly, as discussed in Note 20, the cumulative effect of the accounting change as of the beginning of the year is reported in the Statement of Activities as a restatement of beginning net position. We noted no transactions entered into by the County during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the County's financial statements were:

- Management's estimation of depreciation expense is based on the estimated useful lives of these assets. We evaluated the key factors and assumptions used to develop depreciation expense in determining that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the Other Post-Employment Benefits, along with the associated annual required contribution, which is recorded on the government-wide statements, is based on an actuarial study performed by a third party. We evaluated the key factors and assumptions used to develop the asset, liability and/or expense in determining that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the net pension liability is based upon an actuarial study performed by a third party. We evaluated the key factors and assumptions used to develop the pension liability and pension expense in determining that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of Volunteer Fireman Pension Plan Length of Service Award Program is based on an actuarial study performed by a third party. We evaluated the key factors and assumptions used to develop the deferred inflow, deferred outflow, liability and/or expense in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be

significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 10, 2019.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the County's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the County's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management's discussion and analysis and certain schedules, as listed in the table of contents to the Comprehensive Annual Financial Report, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on other supplementary information (OSI) as listed in the table of contents, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared

and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the Introductory and Statistical Section, as listed in the table of contents to the Comprehensive Annual Financial Report, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of the County Commissioners of Queen Anne's County, Maryland and management of the County and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in black ink that reads "TGM Group LLC". The signature is written in a cursive, flowing style.

TGM Group LLC

II. COMMUNICATION REGARDING INTERNAL CONTROL MATTERS

Herbert J. Geary III
Corey N. Duncan
Roy J. Geiser
Chris A. Hall
Ronald W. Hickman
Craig A. Walter
Mark A. Welsh



December 10, 2019

To the County Commissioners of
Queen Anne's County, Maryland

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Queen Anne's County, Maryland (the "County") as of and for the year ended June 30, 2019, in accordance with auditing standards generally accepted in the United States of America, we considered the County's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. A material weakness is a deficiency, or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

Finding Number 2019-001

Criteria: Accounting software should generate reports to ensure timely and accurate financial reporting.

Condition: The County is unable to generate accounts receivable aging report, detailed revenue report, or a report detailing credits or adjustments to customer accounts with the utility billing software. The County is also using a manual spreadsheet to track Southern Kent Island Special Benefit Assessments.

Cause: The utility billing software's and the Southern Kent Island Special Benefit Assessment spreadsheet's lack of reporting capabilities increases risk due to the County's inability to timely and accurately reconcile utility billing revenue and accounts receivable, or perform a review of credits or adjustments made to customer billing accounts during the year.

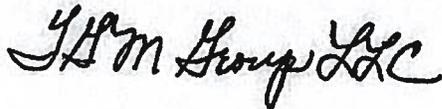
Effect: During our audit, we were unable to obtain timely and accurate reconciliations of utility billing or benefit assessment revenue, accounts receivable, or credit/adjustments made during the year.

Recommendation: We recommend updating and/or implementing software to enable timely and accurate financial reporting.

Identification of Repeat Finding: This is a repeat finding.

Views of Responsible Officials: New Treasury Office software is being implemented to address the software issues. Taxes and Energov (Planning and Zoning) went live July 2018 and utility billing is currently scheduled to go live in May 2020. In addition, the County recently contracted with a consultant to assist with the Southern Kent Island Special Benefit Assessment reporting issue.

This communication is intended solely for the information and use of management, and others within Queen Anne's County, Maryland, and is not intended to be, and should not be, used by anyone other than these specified parties.



TGM Group LLC
Salisbury, MD

December 10, 2019

III. COMMENTS

JE APPROVAL

During our testing of the journal entry approval process, we noted approvals not performed in a timely manner. We recommend journal entries be approved at the time or shortly after they are posted to the general ledger.

LOSAP

During our testing of the census data used to prepare the actuarial valuation of the net LOSAP obligation, we noted inconsistencies along with lack of support for underlying data. We recommend the County do an internal review to ensure the census data matches supporting documentation.

Recently Issued GASB Pronouncements

The following recently issued governmental accounting standards may have a material impact on the County's financial statements in the near future.

Governmental Accounting Standards Board Statement No. 84, Fiduciary Activities

In January 2017, the Governmental Accounting Standards Board (GASB) issued Statement No. 84, *Fiduciary Activities*. The requirements for this statement are effective for reporting periods beginning after December 15, 2018. The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. The Statement establishes criteria for identifying fiduciary activities. The focus of the criteria generally is on (1) whether a governmental entity is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a controlling fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities. An activity that meets the criteria should be reported in a fiduciary fund in the basic financial statements.

Governmental Accounting Standards Board Statement No. 87, Leases

In June 2017, GASB issued Statement No. 87, *Leases*. The requirements for this statement are effective for reporting periods beginning after December 15, 2019. The objective of this Statement is to improve financial reporting for leases. This Statement increases the usefulness of governmental entity financial statements by requiring recognition of certain lease assets and liabilities for leases that were previously classified as operating leases. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby

enhancing the relevance and consistency of information about governmental entity leasing activities.

For lessees, the liability will be reduced as payments are made and the asset will be amortized over the shorter of the lease term or the useful life of the underlying asset. The notes to the financial statements for lessees will need to include a description of the leasing arrangements, the amount of the lease assets recognized, and a schedule of future lease payments. For lessors, the lease receivable will be reduced and an inflow of resources (revenue) from the deferred inflow of resources recognized in a systematic and rational manner over the term of the lease. The notes to the financial statements for lessors should include a description of leasing arrangements and the total amount of inflows of resources recognized from leases.

At the beginning of the period of implementation, leases should be recognized and measured using the facts and circumstances that exist at that time. Short-term leases with contracts of 12 months or less, including options to extend, are excluded.

4

QUEEN ANNE'S COUNTY PLUMBING & HVAC BOARD
January 23, 2020

PRESENT: Mike Sipes, James (Zeke) Warner, Scott (Rocky) Jones, John Nickerson,
Mike Bozek, Robby Pardoe, Tim Wilson

ABSENT: Dorsey Patchett

GUEST: Lawrence Gannon

The meeting was called to order at 9:08 a.m.

A motion was made by Rocky Jones to approve the December minutes as sent; this was seconded by Zeke Warner and approved by all.

SANITARY DISTRICT: As of 12/31/2019 there are 218 houses on line in the SKI area, with a total of 552 tanks in the ground. Four Seasons phase 2 getting ready to start. Water line from Dundee Ave to the Narrows complete.

HEALTH DEPARTMENT: John stated his Department has about 50 perc tests for this year. Informed the Board he was awarded another 1 ½ million in Bay Restoration funds. John also shared information on Bill 136 proposed by Team Septic along with some other possible future Bills.

2021 ICC CODE: Mike Bozek stated per this new code, all new homes will have to have a hook up for electric cars.

CLERK: Review of an email from the State Plumbing Board regarding the adoption of the IPP, they said it would be adopted prior to July 1, 2020, but did not give a date.

Clerk shared the State Plumbing Board's response to us asking for their definition of "structural damage" :

The State Board of Plumbing discussed your correspondence during their last meeting on December 19, 2019. The Board suggested the Code interpretation should be handled by your local jurisdiction. Perhaps your County Attorney or Plumbing Inspector could provide assistance? The term "structural damage" is not defined in the Maryland Plumbing Board statute or regulations.

Therefore we will go with the advice of County Attorney, Patrick Thompson who said:

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.

There was brief discussion as to if there any new commercial projects going on in the County.
Being no further business the meeting adjourned at 10:05 a.m.

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

Michael Sipes, President

Cindy Gadon

Cindy Gadon, Clerk

Queen Anne's County Plumbing Board Report
January 2020

<u>Jobs per District</u>		<u>Type of Construction</u>	
First District	2	New Homes	23
Second District	11	Addition	3
Third District	9	Renovation/Alteration	14
Fourth District	98	Gas	20
Fifth District	10	Modular/Double-Wide	0
Sixth District	4	Trailer	0
Seventh District	0	HVAC	44
<hr/>		Backflow	26
Total	134	Commercial	4
		Farm Building	0
		Replacement	0
		<hr/>	
		Total	134

Administrative Fee:	108 @ \$ 10.00 = \$ 1,080.00
Public Sewer Connection Permit:	0 @ \$ 50.00 = \$ 0.00
Public Water Connection Permit:	0 @ \$ 50.00 = \$ 0.00
Mechanical Permit:	44 @ = \$ 3,586.00
Plumbing Permit:	44 @ = \$ 4,735.00
Gas Permit:	20 @ \$ 50.00 = \$ 1,000.00
Re-Inspection Fees:	0 @ \$ 0.00 = \$ 0.00

Fees From Permits: \$ 10,401.00

Backflow Test and Maintenance Forms:	25 @ \$ 25.00 = \$ 625.00
	1 @ \$ 0.00 = \$ 0.00

Fees From Backflow: \$ 625.00

Master HVACR (HM):	6 @ \$ 30.00 = \$ 180.00
Master Plumber Non-Resident (PN):	3 @ \$ 100.00 = \$ 300.00
Master Plumber Resident (PR):	1 @ \$ 100.00 = \$ 100.00
Master Restricted HVACR (HR):	2 @ \$ 30.00 = \$ 60.00
Septic Installer Resident (SR):	1 @ \$ 100.00 = \$ 100.00

Fees From Licenses: \$ 740.00

No Refunds were issued during this period.

Administrative Fees (this month):	\$ 1,080.00
Middle Dept. Permits (75% this month):	\$ 6,990.75
Q.A. County Permits (25% this month):	\$ 2,330.25
Refunds (this month):	\$ 0.00

Administrative Fee Revenue (07/01/2019 - 01/31/2020):	\$ 6,280.00
Q.A. County License Revenue (07/01/2019 - 01/31/2020):	\$ 6,620.00
MDIA Permit Revenue (07/01/2019 - 01/31/2020):	\$ 38,185.54
Q.A. County Permit Revenue (07/01/2019 - 01/31/2020):	\$ 12,728.51
Q.A. County Backflow Forms (07/01/2019 - 01/31/2020):	\$ 3,600.00
Refunds (07/01/2019 - 01/31/2020):	\$ -90.00

Total Revenue (07/01/2019 - 01/31/2020): \$ 67,324.05

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@gac.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 04-01-2020.

Identification of Property:

Tax Map: 57 Block: _____ Parcel: 68 Lot: _____

Property Address:

(if no street address is available because the property is vacant, provide a description of the location)
200 Dream Farm Lane, Chester, MD 21619

Intent and purpose of the proposed development to be submitted:

Construct a new Delmarva Power & Light Co electrical substation.

Applicant Information:

Applicant(s) Name: Delmarva Power & Light Co.
Project Name: Narrows Substation
Applicant(s) Address: P. O. Box 9239, Newark, DE 19714
Applicant Phone/Email: (302) 454-4644 David.Seay@Delmarva.Com
Applicant's Agent: Duffield Associates, Inc.
Agent's Address: 5400 Limestone Road, Wilmington, DE 19808
Agent's Phone/Email: (302) 239-6634 JFellows@duffnet.com

Property Owner:

(f not the same as the applicant listed above)

Name: _____
Address: _____

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.

Contact and General Information



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

Web links:

[Fire District Map](#)

[Applications](#)

[Google Map to P&Z Office](#)

General Information and Terms that may be included with the Notification packet:

Applicant may include a person or company that is the property owner, contract purchaser, or lessee of the property.

Administrative subdivision is used generally to relocate or reconfigure an existing property line. This application is also called a lot line adjustment. This subdivision can also be used to remove lot lines to combine properties into single lots of record. Typically Administrative subdivisions are approved by the Planning Director and do not require approval by the Planning Commission.

Minor Subdivision is the creation of no more than 7 lots from a tract of land since 1987 when the current zoning ordinance was created. A minor subdivision is approved by the Planning Director administratively and does not require approval by the Planning Commission. In limited circumstances the Planning Director has the option to forward the application to the Planning Commission for approval based on the proposed impacts.

Major Subdivision is the creation of more than 8 lots on a tract of land since 1987 when the current zoning ordinance was created. A major subdivision is approved by the Planning Commission during an open public meeting. The property will be posted with the time and place of the meeting 10 days prior to the meeting.

Minor Site Plan is required for all new nonresidential freestanding buildings and additions to existing buildings under 10,000 sq. feet. A minor site plan is also required for multi-family housing, such as townhomes, apartments, or condominiums, with 5 or less dwelling units. A minor site plan can be approved by the Planning Director or forwarded to the Planning Commission for approval based on the proposed impacts.

Major Site Plan is required for all new nonresidential freestanding buildings and additions to existing buildings over 10,000 sq. feet. A major site plan is also required for multi-family housing, such as townhomes, apartments, or condominiums, with more than 5 dwelling units. A major site plan is approved by the Planning Commission during an open public meeting. The property will be posted with the time and place of the meeting 10 days prior to the meeting.



1: 3,757



DISCLAIMER: Property information contained on this map is for reference purposes only and is NOT to be construed as a "legal description". The map scale displayed is not accurate and serves as a general representation only.

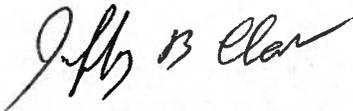
Dear Property Owner or Local Official:

Jeffery Barnett Clark has applied for a Permit to Appropriate and Use Waters of the State, which has been assigned permit application number **QA2019G107/01**. The applicant seeks to appropriate and use an annual average of 60,000 gallons of groundwater per day (gpd) and an average of 795,000 gallons in the month of maximum use for crop irrigation. Water will be withdrawn from a pond in the Columbia aquifer. The project is located at 425 Spide Web Road, approximately 3.8 miles west of Centreville, Queen Anne's County, Maryland.

Since you are a contiguous property owner or an appropriate local official, you are being notified of this application, as required by the Maryland Annotated Code Environment Article §5-506. The Water and Science Administration (Administration) has placed your name on the "List of Interested Persons" for the above referenced project. At a later date, you will be notified when the proposed project is being published, any projected impacts, and be offered an opportunity to comment and request a public informational hearing on the matter before a decision is rendered by the State to issue or deny the permit.

The Administration has created a file for this proposed project. If you wish to review the Administration's application file or make comments on the application at this time, you may contact the Administration by mail at Water Supply Program, Source Protection and Appropriation Division, 1800 Washington Boulevard, Baltimore, Maryland 21230 or by phone at 410-537-3590. If you have any questions concerning the application, please contact me by phone at 410-758-2763 or by mail at the address listed below.

Sincerely,



Jeffery Barnett Clark
405 Spider Web Road
Centreville MD 21617

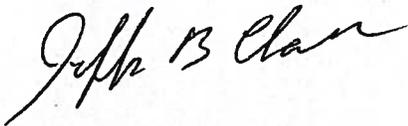
Dear Property Owner or Local Official:

Jeffery Barnett Clark has applied for a Permit to Appropriate and Use Waters of the State, which has been assigned permit application number **QA2019G007/01**. The applicant seeks to appropriate and use an annual average of 71,000 gallons of groundwater per day (gpd) and an average of 432,000 gpd in the month of maximum use for crop irrigation. Water will be withdrawn from one well in the Aquia aquifer. The project is located at 425 Spider Web Road, approximately 3.8 miles west of Centreville, Queen Annes's County, Maryland.

Since you are a contiguous property owner or an appropriate local official, you are being notified of this application, as required by the Maryland Annotated Code Environment Article §5-506. The Water and Science Administration (Administration) has placed your name on the "List of Interested Persons" for the above referenced project. At a later date, you will be notified when the proposed project is being published, any projected impacts, and be offered an opportunity to comment and request a public informational hearing on the matter before a decision is rendered by the State to issue or deny the permit.

The Administration has created a file for this proposed project. If you wish to review the Administration's application file or make comments on the application at this time, you may contact the Administration by mail at Water Supply Program, Source Protection and Appropriation Division, 1800 Washington Boulevard, Baltimore, Maryland 21230 or by phone at 410-537-3590. If you have any questions concerning the application, please contact me by phone at 410-758-2763 (applicant's phone number) or by mail at the address listed below.

Sincerely,



Jeffery Barnett Clark
405 Spider Web Road
Centreville MD 21617

Feb. 20, 2020

Dear Property Owner or Local Official:

County Commissioners

Pippin, LLC has applied for a Permit to Appropriate and Use Waters of the State, which has been assigned permit application number **QA2019G009/01**. The applicant seeks to appropriate and use an annual average of 129,200 gallons of groundwater per day (gpd) and an average of 785,600 gpd in the month of maximum use for crop irrigation. Water will be withdrawn from two wells in the Columbia aquifer. The project is located at 200 Palmatarys Farm Lane, approximately three miles southeast of Church Hill, Queen Anne's County, Maryland.

Since you are a contiguous property owner or an appropriate local official, you are being notified of this application, as required by the Maryland Annotated Code Environment Article §5-506. The Water and Science Administration (Administration) has placed your name on the "List of Interested Persons" for the above referenced project. At a later date, you will be notified when the proposed project is being published, any projected impacts, and be offered an opportunity to comment and request a public informational hearing on the matter before a decision is rendered by the State to issue or deny the permit.

The Administration has created a file for this proposed project. If you wish to review the Administration's application file or make comments on the application at this time, you may contact the Administration by mail at Water Supply Program, Source Protection and Appropriation Division, 1800 Washington Boulevard, Baltimore, Maryland 21230 or by phone at 410-537-3590. If you have any questions concerning the application, please contact me by phone at 410-490-~~4895~~ (applicant's phone number) or by mail at the address listed below. *8803*

Sincerely,

Olin Pippin

Pippin, LLC
Attn: Olin Pippin
1021 Ruthsburg Road
Centreville MD 21617

COMMISSIONER'S OFFICE
FEB 21 '20 AM 10:54

Dear Property Owner or Local Official:

Blackdog Farms at Kingsdale LLC has applied for a Permit to Appropriate and Use Waters of the State, which has been assigned permit application number **QA2020G001/01**. The applicant seeks to appropriate and use an annual average of 198,700 gallons of groundwater per day (gpd) and an average of 1,208,500 gpd in the month of maximum use for crop irrigation. The water will be withdrawn from 1 well in the Calvert Formation. The project is located at 210 Kingsdale Farm Lane, Approximately 2 miles west of Queen Anne, Queen Anne's County, Maryland.

Since you are a contiguous property owner or an appropriate local official, you are being notified of this application, as required by the Maryland Annotated Code Environment Article §5-506. The Water and Science Administration (Administration) has placed your name on the "List of Interested Persons" for the above referenced project. At a later date, you will be notified when the proposed project is being published, any projected impacts, and be offered an opportunity to comment and request a public informational hearing on the matter before a decision is rendered by the state to issue or deny the permit.

The Administration has created a file for this project. If you wish to review the Administration's application file or make comments on the application at this time, you may contact the Administration by mail at Water Supply Program, Source Protection and Appropriation Division, 1800 Washington Boulevard, Baltimore, Maryland 21230 or by phone at 410-537-3590. If you have any questions concerning the application, please contact me by phone at 410-490-3112 or by mail at the address listed below.

Sincerely,

Blackdog Farms at Kingsdale LLC
Attn: Chris Rhodes
2041 4H Park Road
Centreville MD 21617

COUNTY ORDINANCE NO. 20-02

A BILL ENTITLED

AN ACT CONCERNING Establishment of the Queen Anne's County Farmland Preservation Fund;

FOR THE PURPOSE of safeguarding the vital industry of agriculture in Queen Anne's County; preserving more County farmland through enhanced participation in the programs of the Maryland Agricultural Land Preservation Foundation (MALPF); and permanently allocating certain tax revenues to a new Farmland Preservation Fund;

BY ADOPTING a new Section 5-32 to Article IX of Chapter 5 of the Code of Public Local Laws of Queen Anne's County.

SECTION I

BE IT ENACTED BY THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND that a new Section 5-32 of Article IX of Chapter 5 of the Code of Public Local Laws be and is hereby ADOPTED to read as follows:

§5-32. Queen Anne's County Farmland Preservation Fund.

A. The County shall maintain a Farmland Preservation Fund for the purpose of providing additional funds to enhance County participation in the programs of the Maryland Agricultural Land Preservation Foundation. The funds comprising the Farmland Preservation Fund shall not be allocated to the County general fund or used for any purpose other than farmland preservation.

B. All operating personal property tax revenue received by the County pursuant to Section 5-31 of this Article shall be paid into the Farmland Preservation Fund, however, at such time as the Farmland Preservation Fund shall reach a balance of One Million Dollars, such revenue shall be paid into the general funds of the County, it being the intent that the Farmland Preservation Fund be funded and replenished to a maximum balance of One

Million Dollars.

C. The MALPF local program administrator for Queen Anne's County is delegated the authority to expend funds from the Farmland Preservation Fund for participation in the MALPF matching funds program, subject to the direction and approval of the County Commissioners. The County Finance Director shall, at the time of submission of the comprehensive annual financial report, include information detailing the status of the Farmland Preservation Fund.

SECTION II

BE IT FURTHER ENACTED that this Ordinance shall take effect on the forty-sixth (46th) day following its enactment.

INTRODUCED BY: Commissioner Moran

DATE: February 11, 2020

PUBLIC HEARING HELD: March 10, 2020 @ 6 pm

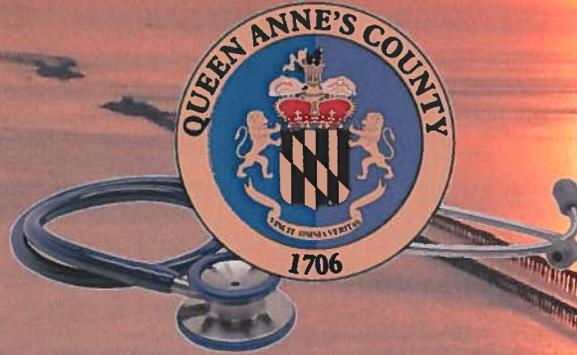
VOTE: Yea Nay

DATE OF ADOPTION:

EFFECTIVE DATE:

QUEEN ANNE'S COUNTY *Maryland*

Department of Health



Semi-Annual Report ***Fiscal Year 2020*** ***July 1, 2019 – December 31, 2019***



206 North Commerce Street ♦ Centreville, Maryland 21617

410-758-0720 ♦ Maryland Relay: 800-735-2258

Web Site: www.qahealth.org

Facebook: www.facebook.com/QACDOH ♦ Twitter: @QACDOH

Joseph A. Ciotola, Jr., M.D., Health Officer

A Message from the Health Officer

To The Citizens of Queen Anne's County

Spring of 2020 brings a nasty bug known as the Coronavirus, being named COVID-19. At the time of this report, this novel virus has entered into the United States and it will be just a matter of time before we see it in Maryland.

There is great concern about the potential impact of this virus as well as the seriousness of the flu. We are working closely with our partners to minimize the spread and severity of all viruses. One of the main tools we have is to educate about the value of PREVENTION:

- ◆ Wash your hands frequently with soap and warm water for at least 20 seconds or an alcohol-based hand sanitizer;
- ◆ Cover your mouth and nose while coughing and sneezing;
- ◆ Avoid close contact with people who are sick;
- ◆ If you are sick, stay home from work or school;
- ◆ Avoid touching your eyes, nose, or mouth with unwashed hands; and,
- ◆ Practice good health habits.

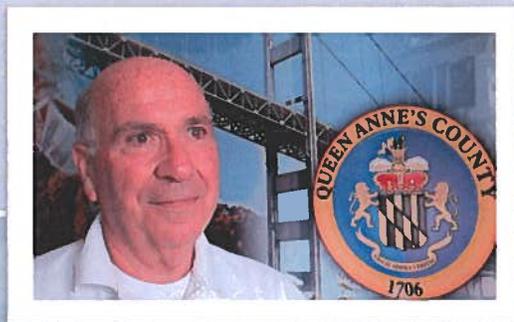
Your Department of Health wants you to know that the needs of the community are always being assessed and Queen Anne's County has a dedicated, professional staff ready to serve. Please visit our website, www.qahealth.org, to stay on top of emerging information regarding COVID-19, influenza, and other public health concerns.

Be well,

Joseph A. Ciotola, Jr., M.D.

Joseph A. Ciotola, Jr., M.D.

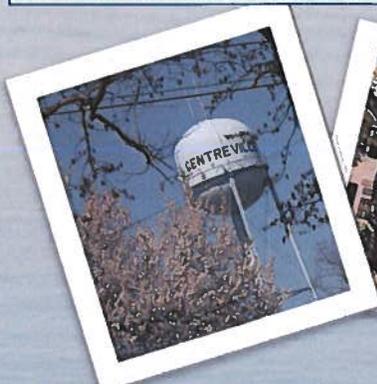
Health Officer for Queen Anne's County



Demographic Report

Source: <https://www.census.gov/quickfacts/fact/table/queenannescountymaryland,MD/PST045218>

POPULATION DATA	QUEEN ANNE'S COUNTY	MARYLAND
Population, July 2018	50,251	6,042,718
<i>Population, Census, April 2010</i>	<i>47,798</i>	<i>5,773,552</i>
Caucasian Persons, July 2018	45,025 89.6%	3,553,112 58.8%
African American Persons, July 2018	3,216 6.4%	1,867,200 30.9%
Other Races, July 2018	2,010 4%	622,400 10.2%
People Over 65 Years of Age, July 2018	9,447 18.8%	930,579 15.4%
Military Veterans, 2013-2018	3,671	380,555
ECONOMIC INDICATORS	QUEEN ANNE'S COUNTY	MARYLAND
Median Household Income, 2018	\$92,167	\$81,868
Persons In Poverty, Percent, July 2017	6.5%	9.0%
Median Value of Residential Homes, 2013-2017	\$348,000	\$305,500
Median Gross Rent, 2013-2017	\$1,398	\$1,357
People Without Health Insurance, < 65 Years Old	5.4%	6.9%
Mean Travel Time to Work (Minutes), 2017	37	32.9
OTHER INDICATORS	QUEEN ANNE'S COUNTY	MARYLAND
High School Graduates, 2013-2017	92.1%	90%
Bachelor's Degree or Higher, 2013-2017	34.9%	39.6%



Queen Anne's County's Health Rankings for 2019

Health Outcomes STATE OF MARYLAND OVERALL RANKINGS

1	Montgomery
2	Howard
3	Frederick
4	Carroll
5	St. Mary's
6	Calvert
7	Queen Anne's
8	Anne Arundel
9	Talbot
10	Harford
11	Prince George's
12	Charles
13	Baltimore
14	Kent
15	Garrett
16	Worcester
17	Washington
18	Cecil
19	Wicomico
20	Allegany
21	Caroline
22	Dorchester
23	Somerset
24	Baltimore City

County Health Rankings help counties understand what influences how healthy residents are, and how long they will live. These rankings also look at multiple measures that affect the future health of communities such as graduation rates, access to healthy foods, rates of smoking and obesity, teen births, etc.

Communities use these rankings to advocate support for health improvement initiatives from local government agencies, health care providers, community organizations, coalitions, faith-based organizations, and the public.

Source: <https://www.countyhealthrankings.org/app/maryland/2019/rankings/queen-annes/county/outcomes/overall/snapshot>, Pages 4, 5, 6, 7

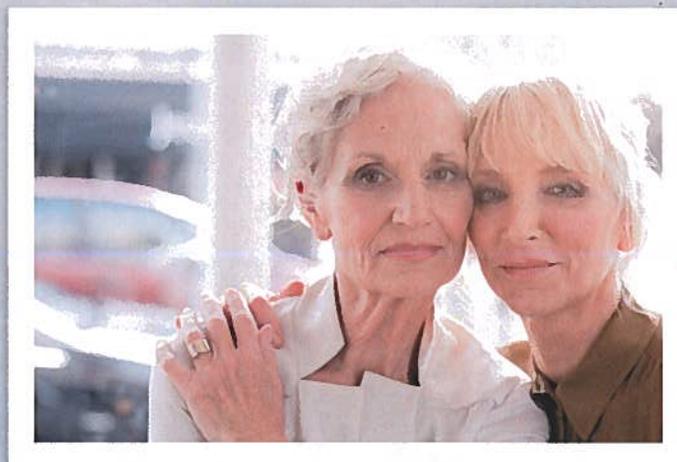


Queen Anne's County's Health Rankings for 2019

HEALTH OUTCOMES

LENGTH OF LIFE	QUEEN ANNE'S COUNTY	MARYLAND	RANKING
Premature Death <i>(Years of potential life lost before age 75 per 100,000 population)</i>	6,900	7,100	11th In State of Maryland

QUALITY OF LIFE	QUEEN ANNE'S COUNTY	MARYLAND	RANKING
Poor or Fair Health <i>(Percentage of adults reporting fair or poor health — age adjusted)</i>	11%	14%	6th In State of Maryland
Poor Physical Health Days <i>(Average number of physically unhealthy days reported in past 30 days — age adjusted)</i>	2.9	3.1	
Poor Mental Health Days <i>(Average number of mentally unhealthy days reported in past 30 days — age adjusted)</i>	3.4	3.5	
Low Birthweight <i>(Percentage of live births with low birthweight — <2,500 grams)</i>	7%	9%	



Queen Anne's County's Health Rankings for 2019

HEALTH FACTORS

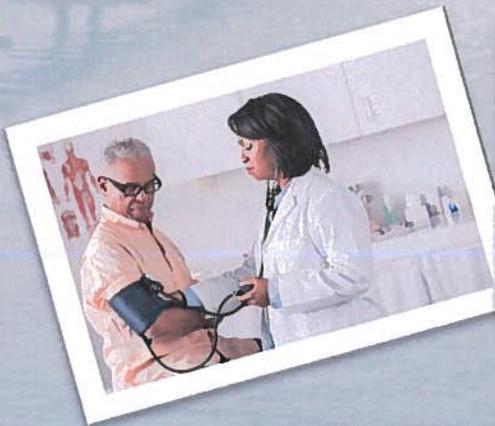
HEALTH BEHAVIORS	QUEEN ANNE'S COUNTY	MARYLAND	RANKING
Adult Smoking <i>(Percentage of adults who are current smokers)</i>	14%	14%	9th In State of Maryland
Adult Obesity <i>(Percentage of adults that report BMI \geq 30kg/m²).</i>	30%	26%	
Food Environment Index <i>(Index of factors that contribute to a healthy food environment — 0=Worst, 10=Best)</i>	9.4	9.1	
Physical Inactivity <i>(Percentage of adults age 20 and over reporting no leisure-time physical activity)</i>	21%	21%	
Access to Exercise Opportunities <i>(Percentage of population with adequate access to locations for physical activity)</i>	81%	92%	
Excessive Drinking <i>(Percentage of adults reporting binge or heavy drinking)</i>	20%	17%	
Alcohol-Impaired Driving Deaths <i>(Percentage of driving deaths with alcohol impairment)</i>	36%	30%	
Sexually Transmitted Infections <i>(Number of newly diagnosed chlamydia cases per 100,000 population)</i>	251.5	510.4	
Teen Births <i>(Number of births per 1,000 female populations ages 15-19 years)</i>	13	19	



Queen Anne's County's Health Rankings for 2019

HEALTH FACTORS

CLINICAL CARE	QUEEN ANNE'S COUNTY	MARYLAND	RANKING
Uninsured <i>(Percentage of population under age 65 without health insurance)</i>	6%	7%	12th In State of Maryland
Primary Care Physicians <i>(Ratio of population to primary care physicians)</i>	2,580:1	1,140:1	
Dentists <i>(Ratio of population to dentists)</i>	2,770:1	1,300:1	
Mental Health Providers <i>(Ratio of population to mental health providers)</i>	1,020:1	430:1	
Preventable Hospital Stays <i>(Rate of hospital stays for ambulatory-care sensitive conditions per 1,000 Medicare enrollees)</i>	4,408	4,695	
Mammography Screening <i>(Percentage of female Medicare enrollees ages 67 to 69 that receive mammography screening)</i>	40%	41%	
Flu Vaccinations <i>(Percentage of fee-for-service Medicare enrollees that had an annual flu vaccination)</i>	54%	48%	



Highlights & Initiatives

Alcohol & Drug Abuse Services

- Acupuncture was offered through one partner provider one evening each week. This evidence-based therapeutic service has proven to be instrumental to not only the reduction of negative recovery symptoms, such as anxiety, depression, lethargy and poor appetite, but it has also increased client participation.
- Peers have taken part in recovery events all over the mid shore, partnered with faith-based communities in the county, and met with all local recovery groups.
- Each year, the five mid-shore counties and *Mid-Shore Behavioral Health* continue to grow, not only in size and scope of outreach, but also in reciprocal event participation. We are highly aware that especially on the Shore, families live, work and exist throughout all mid-shore counties.
- Queen Anne's County has completed its second year of our successful campaign. In addition to various outreach efforts at local events, the *Go Purple* project culminated with the *Haunted Trap House*. This multi-night event took more than a year to plan and implement and included participation for all county agencies (public, private, faith-based groups, as well as private citizens). The premise of this successful event was based on the version that occurred 30 years ago, also in Queen Anne's County, called the *Haunted Crack House*. The title was updated to reflect the issues facing our community now, as well as the story that was told. The event took place in the evenings, repeating over three days for public attendance and began outside with a party scene with teenagers and one overdose victim. EMTs arrived to provide support and police arrested the suspects (actors). The scene then moved inside the building utilized. A court scene was first – the two actors that were arrested are being sentenced to time for drugs. Queen Anne's County States Attorney, bailiff, and the court clerk all played themselves in the scene, which only added to the reality of the event. The detention center and project directors identified two inmates who were very close to release and were willing to meet with the public in the 'jail' scene, letting them know how they ended up in the detention center, as well as the plans they have in place to remain in recovery once released. The warden himself was invested in the program to the point that he often brought the inmates himself and ensured their safety and comfort. The scenes followed the girlfriend of the person arrested in the initial scene and her mother. Scenes addressed family trauma, substance use, stigma, treatment, and recovery. The recovery scene included citizens who were in recovery and shared their personal stories for impact to the public. As the groups entered the room, a pocket guide for regional resources was created and handed to each participant. This was done, so no one had to self-identify and ask for resources. The final scene was the girlfriend and her younger sister – the older sister leaves the room and the younger sibling finds a substance and inhales it, overdosing. Initially the executive steering committee had chosen to show the younger sister passing away. However, due to the input from various groups, including those in recovery, as well as youth/teenagers (our target population) that changed. One of the youth leadership approached the directors and asked if the younger sibling could survive, as what their generation needed at this time was hope. We left the last scene open to interpretation – meaning, after the younger sister overdoses, the lights went out, when they came back up, the EMTs were working on the sister and the mother was arguing with the older sister. The lights went out for the last time. When the lights came back up, the groups that were moving through the scenes were able to ask the actors questions and interact with them. After this debriefing, the groups were moved into a resource room where CPR and Narcan training were offered, data was collected through a questionnaire, and all regional services had the opportunity to have a table, meet with the community and educate them on how to access services. This event received local accolades, along with national and international media coverage including *The Washington Post*, *The Daily Telegraph* in the Netherlands, *ABC*, *Yahoo*, *Philadelphia Inquirer*, *MSN*, *High Times*, *Maryland Public Television*. In addition the Chief Medical Officer for the White House's Office of National Drug Control Policy attended, lauded it as an excellent example of prevention and education efforts which should be replicated across the country.

Highlights & Initiatives

Prevention Services

- The **Substance Abuse Block Grant** continues to focus on underage drinking as well as safe storage and disposal of unused and expired prescription medications. Staff participated in fourteen community activities reaching more than 1,800 people. During all outreach activities, educational information is provided regarding vaping, the rise of vaping, safe storage and disposal of unused medications, and underage drinking. **Deterra Bags** are available during all outreach activities and *Take Back Days*. Deterra Bags are drug deactivation bags used to discard unused and expired medications. They are safe, convenient and effective. Instead of keeping unused medications for someone to take or flushing them down the toilet which is environmentally unsafe, Deterra Bags are recommended.
- **Cigarette Restitution Fund Program** staff partnered with the Cancer Prevention, Education Screening and Treatment (CPEST) program to provide Nicotine Replacement Therapy for Queen Anne's County citizens requesting assistance to quit smoking. Mini-grant funding was provided for six community organizations to assist in implementing tobacco prevention activities and events in Queen Anne's County. Support was provided for the *Destined to Rise — Stepping "Up Our Game" Women and Girls Empowerment Summit (G.E.M.)*, held on November 9, 2019 at Chesapeake College. Approximately 120 women and girls attended.
- **Tobacco Sales Compliance Project** - Queen Anne's County Prevention Services partnered with the Queen Anne's County Office of the Sheriff to provide tobacco retailer training to update twelve licensed tobacco retailers in the county on the important changes impacting tobacco sales and how to comply with the new law. Our program contracted successfully with the Queen Anne's County Office of the Sheriff to conduct Tobacco Compliance Checks throughout the county to begin January 2020. A media consultant will provide support with an underage drinking and safe storage and disposal social media campaign.
- The **Opioid Misuse Prevention Program** continues to work with the *Mid-Shore Opioid Misuse Prevention Program* leadership team bringing education and awareness on the issues of opioids.

Mobile Integrated Community Health

- The MICH team received \$40,000 in grant funding from the Center for Chronic Disease Prevention and Control at the Maryland Department of Health. The grant funding will allow for current nursing staff to obtain career path certificates for the Diabetes Educator Level 1 and 2 programs. The paramedics will receive career path certifications for the Diabetes Paraprofessional Level 2 program. The grant also provides staff reimbursement to take online courses and for diabetes education materials and equipment. In addition to Diabetes Educator training, a protocol was drafted and submitted to the Maryland Institute for Emergency Medical Services Systems (MIEMSS) that will allow the paramedics to check hemoglobin A1c levels during home visits. The ability to check A1c levels and provide a much more robust diabetes education component to the MICH home visits for diabetics and pre-diabetics will be a much welcomed addition to the program. Surveys were sent to community primary care practices – physicians were asked for their input on the MICH program's use of the A1c monitors in the home. Future workgroup meetings will include primary care physicians and protocols and procedures will be developed based on the work performed by the workgroup.

Women, Infants & Children (WIC) — Upper Shore

- Mobile WIC has been approved through the United States Department of Agriculture (USDA) and is being funded through the State of Maryland's WIC program. The unit will be stationed at sites across the counties that the Upper Shore WIC programs serves and will be able to provide full WIC services. We hope to have the unit up and running in June 2020.
- Upper Shore WIC's breastfeeding initiation rate is at a high of 77.5% in Queen Anne's and 74.5% in Kent County! Both rates are slightly above the statewide average of 73.1%

Department of Health Services

Community Health Services

Public health nursing delivers a variety of services to our citizens in Queen Anne's County. Our programs strive to promote and protect the health of the entire population. Our focus is on disease prevention, education, and outreach. Specific services include childhood and adult immunizations, prenatal and postnatal home visiting for eligible families, reproductive health clinics, treatment of sexually transmitted infections, communicable disease control, and outbreak investigations. The numbers below are for July 1, 2018 through June 30, 2019.

Community Wellness

Community Education Opportunities	682
Blood Pressure Readings	609
Dental Education for Youth and Mouth Guards Distributed	1,186
Dental Education for Adults	335

Resource Coordination

Individuals with Developmental Differences Who Receive Coordination of Community Services	151
---	-----

Communicable Disease

Flu Vaccinations Administered to Adults and Children.....	2,214
Pneumococcal Vaccinations Administered.....	17
HIV Clients Served.....	19

Reproductive Health

Family Planning Clinic Visits	196
Family Planning Clients	137
Sexually Transmitted Infection Clinic Visits	41

Adult Health

Adult Evaluations and Reviews Performed	156
Community First Choice Nurse Monitoring Visits	34
Mobile Integrated Community Health Program Visits.....	95
Colorectal Cancer Screenings	5

Maryland Health Insurance Program

Health Insurance Applications for Pregnant Women.....	43
Health Insurance Applications for Newborn Children.....	47
Health Insurance Applications for Children	21
Health Insurance Applications for Families	10
Health Insurance Applications Renewed.....	238

School Health Program

Visits from Children to the Health Suites in Schools	Approximately 36,236
Medications Dispensed by School Nurses	Approximately 11,950
Children Who Returned to Class Instead of Being Sent Home	Approximately 31,250

Children's Health

Children Served in the Infants' and Toddlers' Program.....	120
Car Safety Seats Distributed.....	2
Car Seats Installed in Queen Anne's.....	8

Healthy Families

Healthy Families Program Participants	35
Healthy Families Home Visits	334

Women, Infants & Children Supplemental Food Program — Upper Shore Program

WIC Participants	1,021
WIC Visits.....	2,188

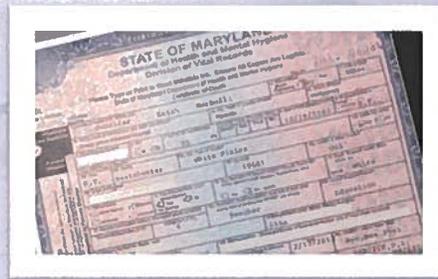
Department of Health Services

Administrative Services

The Administrative Division of our Department of Health provides fiscal and personnel support to all of our health department programs. The staff is responsible for issuing birth and death certificates to our citizens.

Vital Records

Birth Certificates Issued	661
Gratis Copies for Veterans	2
Gratis Copies in Exchange for Certificate with Error.....	1
Total Birth Certificates Issued	664
Death Certificates Issued	967
Gratis Copies for Veterans	38
Total Death Certificates Issued.....	1,005



Medical Assistance Transportation Services are provided for medically-necessary, scheduled appointments for qualifying medical assistance recipients in our county.

Medical Assistance Transportation

Medical Assistance Transportation Service Recipients.....	280
Medical Assistance Transportation Services Trips	6,513



Department of Health Services

Environmental Health Services

The Environmental Health program protects public health by enforcing laws and regulations that ensure a safe and healthy environment. Some of our services include food protection, sewer program, water program, rabies program, public pool inspections, and nuisance investigations. The numbers below are for July 1, 2019 through December 31, 2019.

Perc Test Applications	52
Soil Tests and Evaluations	182
Well Permits.....	117
Water Samples Collected.....	330
Food Licenses Issued	286
Temporary Food Licenses Issued.....	138
Rabies Clinics	3
Animal Bite Investigations	108
Open Burning Permits.....	8
Swimming Pools Licensed	53
Foster, Adoption & Day Care Reviews	45
Sanitary Construction Permits.....	81
Building Permits Reviewed.....	443
Zoning Permits Reviewed	177
Pet Shops/Bird Permits	1
Beach Samples Obtained at 5 Beaches.....	160
"Best Available Technology" Septic System Permits.....	30
Transient/Other Community Water Supplies	90
Farmer's Market Reviews.....	3



Alcohol & Drug Abuse Services

Prevention—Wellness—Recovery

Alcohol & Drug Abuse Services focus on prevention, wellness, and recovery for all individuals in need of care who struggle with addiction. We offer clinical services, wellness services, and peer counseling services.



During the first half of Fiscal Year 2020:

In-Patient Placements.....	26
Intensive Outpatient Placements.....	32
Medication Assisted Treatment Clients	27
Overdose Survivor Responses	13
After-Care Planning Services.....	156
Support Group Attendees (Family, Peer Recovery, Anxiety, and Depression).....	330
Mobile Integrated Community Health Clients	13



Department of Health Services



Certificates of Birth & Death

Birth and death certificates are available at the Department of Health with proper documentation. Some restrictions do apply. Additional information is available on our website, www.qahealth.org, or by calling 410-758-0720.

Medical Assistance Transportation

Medical Assistance Transportation is provided for medically-necessary, scheduled services for qualifying medical assistance clients in Queen Anne's County. Trips are provided for sedan/van, wheelchair van, and non-emergency ambulance transports. These services are for those who have no other resource for transportation. Generally, 48 hours notice is required.

For more information, please contact 443-262-4462.



Department of Health Services

Adult Evaluation & Review Services

The Adult Evaluation & Review Services (AERS) team helps aging and functionally disabled adults maintain their independence in the community. The AERS team visits individuals at home, conducts a comprehensive evaluation, then recommends community resources. Please call 410-758-3711, Extension 1, for more information.



Mobile Integrated Community Health Program



Referrals to this program are received from Emergency Medical Services providers, 911 dispatch data, post discharge programs affiliated with local hospitals, and local Emergency Departments. A nurse from the Department of Health and a paramedic from the Department of Emergency

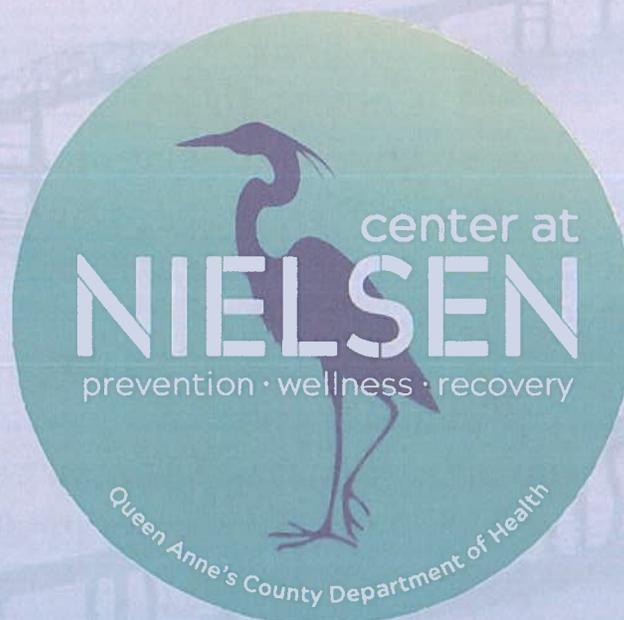
Services visits the patient in their home and assesses the patient's overall health, safety, and well-being. A medication reconciliation and education session will be performed during the home visit with a pharmacist via telemedicine. A peer recovery specialist and licensed addictions counselor will join the MICH team on home visits if appropriate for the patient's situation. Appropriate referrals to community and healthcare resources are made as necessary. Call 443-262-4515 for more information.

Alcohol & Substance Abuse Services

We provide high quality information and services for substance use disorders that ensure the needs of you or your loved ones are met and matched with local agencies who will care for them best. Our focus is prevention, wellness, and recovery for all. We are located at the Alcohol & Substance Abuse Center, 205 North Liberty Street, Centreville, Maryland. Please call 410-758-1306. The following services are offered:

Clinical Services

- Screenings for Placement (*detox, inpatient, intensive outpatient services*)
- Fentanyl Test Strips
- 8-505 Assessments
- Child Custody Assessments
- Temporary Cash Assistance Screenings
- Medication Assisted Treatment (Vivitrol and Suboxone)



Wellness Services (Coming Soon!)

- Mindfulness Classes
- Acupuncture
- Art for Recovery
- Nutrition for Recovery

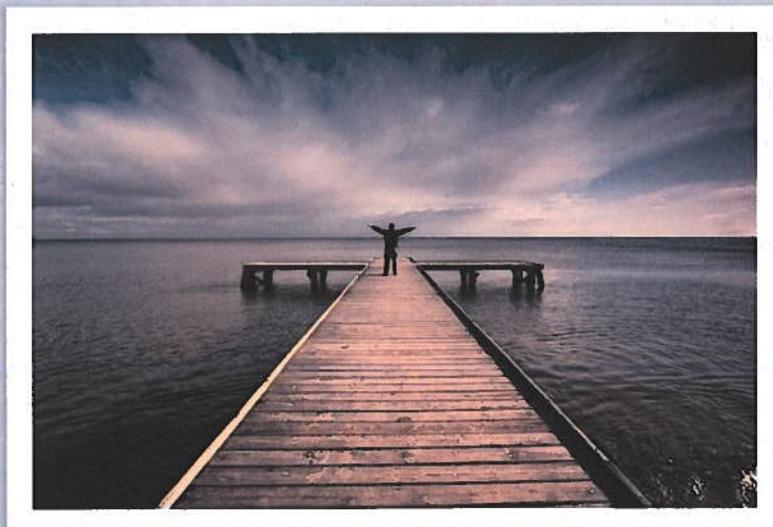
Peer Services

- Peer Support
- Care Coordination (*Recovery Housing, Aftercare*)
- Naloxone Training
- Community Outreach
- Anxiety and Depression Group
- Peer-Led Recovery Group
- Family Support Group
- Narcotics Anonymous (*space provided*)
- Employment Support

Prevention—

Cigarette Restitution Fund Program Services

- Community Outreach
- School-Based Programs and Events
- Nicotine Replacement Program



Environmental Health Services

Environmental Health Services protect public health by enforcing laws and regulations that ensure a safe and healthy environment. For more information, call 410-758-2281. Some of our services include:

- **Food Protection** — Routine inspections of licensed restaurants, food-borne outbreak investigations, and permits for special events where food will be sold.



- **Sewer Program** — Evaluation and inspection of new and existing sewage disposal systems, investigation of illegal sewage disposal.



- **Water Program** — Inspection of proposed well sites, new and replacement wells. Collection of water samples from individual water supplies for testing, analyzing results; issuing certificates of potability; responding to concerns about the safety of drinking water including public supplies.

Environmental Health Services

- **Public Pool Inspections** — Licenses all public swimming pools and spas, conducts routine inspections; issues pool operators certification to persons who successfully complete an approved operator's course.
- **Rabies Program** — Provides 24 hour on-call services for human or pet exposure to suspected rabid animals and provides low cost rabies vaccination clinics for dogs and cats. Investigates rabies and animal bite cases.
- **Nuisance Investigations** — Assists communities to prevent and control rodent and insect infestations. Investigates citizen complaints.



Cancer Screening Programs

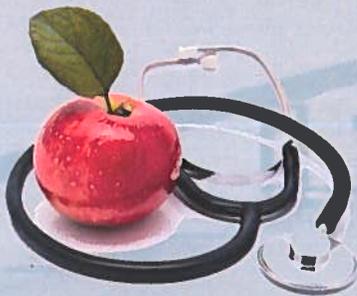
Colorectal Cancer Screening — The Colorectal Cancer Program provides screening to uninsured or underinsured men and women ages 50 to 64. Through agreements with local physicians, the program offers colonoscopies and medical consultation. Participants must meet income guidelines.

Skin Cancer Prevention — This educational program focuses on sun safety and the importance of developing life-long habits that protect the skin and minimize the incidence of skin cancer.



Community Wellness — Living Healthy Program

The *Community Wellness — Living Healthy* Program promotes and provides services to support a healthy community. Services are provided throughout the county to offer awareness related to chronic disease and prevention of chronic health conditions. These services allow community health nurses to partner with local businesses and community members to offer free health screenings for blood pressure, heart rate, cholesterol and glucose screenings. In addition, health-related displays, materials, and giveaways are available to attendees. If you would like more information in regards to a healthy lifestyle, please call a Wellness nurse at 410-758-0720, Ext. 4524, for more information.



Communicable Diseases

Our registered nurses strive to protect the community by investigating outbreaks and work to eliminate vaccine-preventable diseases by providing the following services:

- Administer various child and adult vaccines;
- Administer pre-exposure rabies vaccine as indicated;
- Tuberculosis screening;
- Directly-observed therapy for tuberculosis treatment;
- HIV testing and counseling; and,
- Routine surveillance of nationally-reportable diseases.



Emergency Preparedness

The Emergency Preparedness Program works cooperatively with multiple agencies in Queen Anne's County, surrounding counties, and statewide to prepare for disasters both natural and man-made. Preparations include written plans, training exercises, and education. Knowing what to do in an emergency situation, who to call, or how you can help is the backbone of this program. For more information call 410-758-0720 or visit our web site at www.qahealth.org.



Department of Health Services

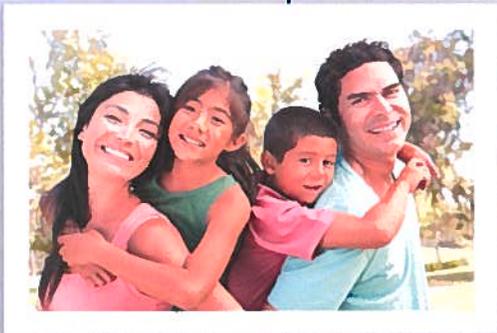
Maryland Children's Health Program

The Department of Health determines eligibility for health insurance coverage for average to low-income children under age 19 and for pregnant women of any age, families with children under the age of 21, and for childless adults under age 65. Working families are encouraged to apply on line at www.MarylandHealthConnection.gov, in person, or through the Maryland Health Connection Call Center at 855-642-8572.



Administrative Care Coordination

Staff are available to assist with HealthChoice health insurance issues when necessary. A nurse works with the member, primary care doctor, and the Managed Care Organization (MCO) to solve problems. For help, call 410-758-0720.



Healthy Families Mid-Shore

The Healthy Families program is an evidence-based, accredited home visiting program that provides services to expectant and new parents who are eligible for the Maryland Children's Health Program or are uninsured. Using the "*Growing Great Kids*" curriculum, the Family Support Specialists offer support services, resources and education for prenatal/postpartum women, fathers, infants and children. Services include developmental screenings for children, providing referrals to community resources, and information regarding essential parenting skills. The program is voluntary and geared towards each family's individual needs. Call 410-758-0720 for more information.



Reproductive Health

Physical exams and contraceptive care are provided to women of childbearing age by appointment, as well as pregnancy testing and emergency contraception.

Pre-conceptual counseling is available for males and females. Call 410-758-0720 for an appointment.



Sexually Transmitted Infections

Patients are screened by phone initially.

Appointments are on Wednesdays only and can be made by calling 410-758-0720. Services include testing and treatment of specific sexually transmitted infections.



Department of Health Services



Immunizations

Child and adult immunizations are available on Thursdays at the Department of Health. Please call 410-758-0720 for an appointment.

Infants & Toddlers Program

The first three years of a child's life are the most critical time for learning. Children develop at different rates and times and their temperaments differ from one another. If you have a concern with your child's development from birth to age three, or if your child has a diagnosis that puts them at risk for delay, please call for a referral. There is no cost to families and there are no income requirements. A team of professionals work with your family and provide support and help for your child if you would like. Please call 410-758-0720 for information.



School Health



Queen Anne's County Department of Health and the Queen Anne's County Board of Education have partnered to provide health services to students attending Queen Anne's County public schools. Each school's staff includes either a full-time registered nurse or a licensed practical nurse who is responsible for implementing the county's school health program.

Child Passenger Safety

The Child Passenger Safety Program of Queen Anne's County helps families with young children learn the proper use and installation of car seats. For further information, call 410-758-0720.



Department of Health Services

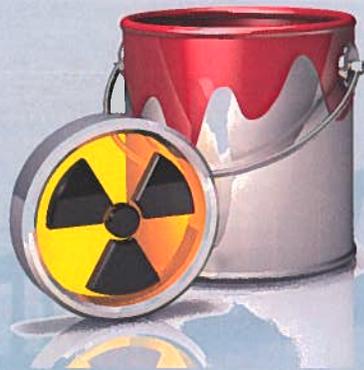
Coordination of Community Services for Developmentally Disabled

Queen Anne's County Department of Health provides resource coordination for children and adults with developmental disabilities. Coordinators of Community Services provide linkage to supports and services in the community and can assist with accessing vocational, residential and support services such as respite, behavior management and advocacy. More information may be obtained by calling 443-262-4517.



Lead Poisoning

A Department of Health team investigates cases of lead-poisoned children. Patient education is provided to families and their children.



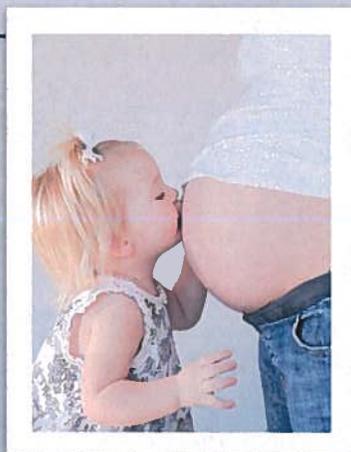
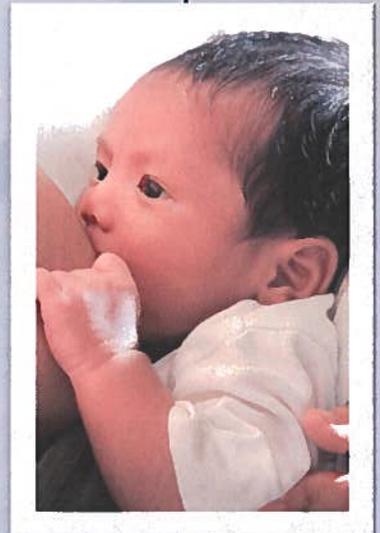


WIC — Women, Infants & Children

The Upper Shore WIC Program provides nutrition education, breastfeeding support, and a supplemental package of nutritious foods to pregnant or postpartum women, infants, and children under five years of age who have financial and nutritional needs. Call 443-262-4423 for information.

Breastfeeding Support Services

Our WIC program offers an International Board Certified Lactation Consultant/Registered Nurse who is available to answer medical and breastfeeding questions. Please call 410-758-0720, Extension 4510, for more information. We also offer a Peer Counselor Program — peer counselors are moms just like you that have been on WIC and breastfed their babies. They offer breastfeeding support on an individual basis. Please call 443-262-4423 and press 1. More information can be found at www.mdwic.org under breastfeeding services.





**Queen Anne's County
Department of Health**



*206 North Commerce Street
Centreville, Maryland 21617*

*We're On The Web!
www.qahealth.org*

*Thank you to the
Queen Anne's County Commissioners
for their support
to the Department of Health*



Board of Commissioners 2019

*Steve Wilson
Christopher Corchiarino
Phillip Dumenil
James Moran
Jack Wilson, Jr.*



**Queen Anne's County
Department of Health
Department Directory**

**Birth & Death Certificates
410-758-0720**

**Car Seat Safety Program
410-758-0720**

**Colorectal Cancer Screening
410-758-0720**



**Children's Services
410-758-0720**

**Coordination of Community Services
443-249-3257**

**Emergency Preparedness & Response Services
410-758-0720**

**Environmental Health Services
410-758-2281**

**Health Insurance Programs
410-758-0720**

**Medical Assistance Transportation
443-262-4462**

**Mobile Integrated Community Health Program
443-262-4515**

**Nursing & Community Health Services
410-758-0720**

**Substance Use Disorder Services
410-758-1306**

**Upper Shore WIC Program
443-262-4423**



The Queen Anne's County Department of Health complies with applicable Federal Civil Rights Laws and does not discriminate, exclude people, or treat them differently on the basis of race, color, national origin, age, disability or sex.

25+ YEARS OF SERVICE AWARD

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

MAURICE D. DASHIELL

**FOR YOUR LOYALTY, DILIGENCE AND OUTSTANDING
PERFORMANCE DURING YOUR TENURE WITH THE
QUEEN ANNE'S COUNTY LIQUOR BOARD.**

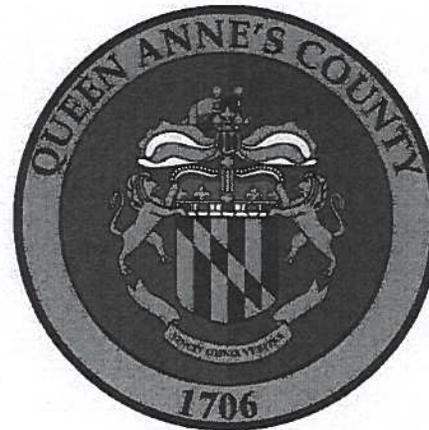
**QUEEN ANNE'S COUNTY
BOARD OF COUNTY COMMISSIONERS**

James J. Moran, President

Jack N. Wilson

Philip L. Dumenil

**Margie A. Houck
Executive Assistant**



Stephen Wilson

Christopher M. Corchiarino

**Todd R. Mohn, PE
County Administrator**

QAC Department of Social Services Advisory Board: Update

March 10, 2020



QAC Department of Social Services

Broad Mandate, Diverse Funding Streams (Federal, State, County)

- Provides vulnerable QAC individuals and families services and support to achieve independence
- Resources span food and cash assistance, child support, health insurance (Medicaid), child/adult protective services, in-home services, foster care, nurturing programs, and much more
- Highly collaborative with community institutions
 - Law enforcement, mental health, teachers, health care, social workers
 - Example: CARE Center
 - Conduct outreach with community through various events



QAC Department of Social Services

Broad Mandate, Diverse Funding Streams (Federal, State, County)

Overarching Goal: Keeping Families Together



QAC DSS Advisory Board: *Who We Are*

- Alison Davis (Chair)
- Mike Meyer (Vice-Chair)
- Jackie Veeney (Treasurer)
- Mike Murphy
- Betsy Read
- Michael Binner
- Mark Farnell
- Kathy Marinucci
- Michele Morrissette
- Commissioner Jack Wilson

Diversity of experience and expertise:

- Social worker (retired)
- Nurse (2)
- Pastor
- Farm owner
- Public relations specialist/website developer
- National/international humanitarian expert
- Physician
- Scientist
- Electrician

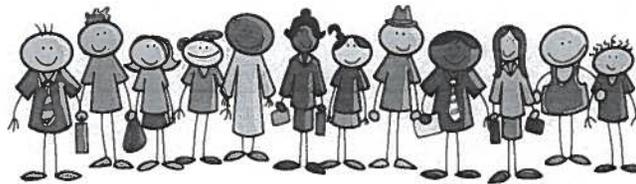
QAC DSS Advisory Board: *What We Do*

- Promote DSS value and awareness:
 - Attend QAC fair, Family Fun Day, other outreach
 - Volunteer at Haven Ministries homeless shelter
 - Spread the word to QAC citizens about available resources (word of mouth, social media, newspaper)
- Fill spending gaps
- Support/engage/collaborate with DSS staff
- Evaluate performance of DSS Director
- Advocate for State legislative matters of importance to social services community
- Interact and collaborate with DSS Advisory Boards across Maryland
 - QAC DSS Advisory Board is a member of the Maryland Association of Social Services Boards (MASSB) 501(c)3



QAC DSS Advisory Board: *What We Do*

Our Overarching Goal: Support DSS to
Keep Families Together



How We Fill Gaps: *Family Preservation Fund*

Mission statement/vision: To provide financial assistance to support at risk families, children and vulnerable adults. We envision a quality of life in the state of Maryland in which individuals and families achieve self-sufficiency and are safe from abuse, neglect and financial distress.

- Driving lessons: independence, work transportation
- Adult diapers, nutrition support, household items (mattress, electric lift chair)
- Summer camps – leverage family resources, enriching experiences to help break cycle of poverty
- Burial assistance
- Rent/mortgage assistance: avoid eviction and separating family
- And more



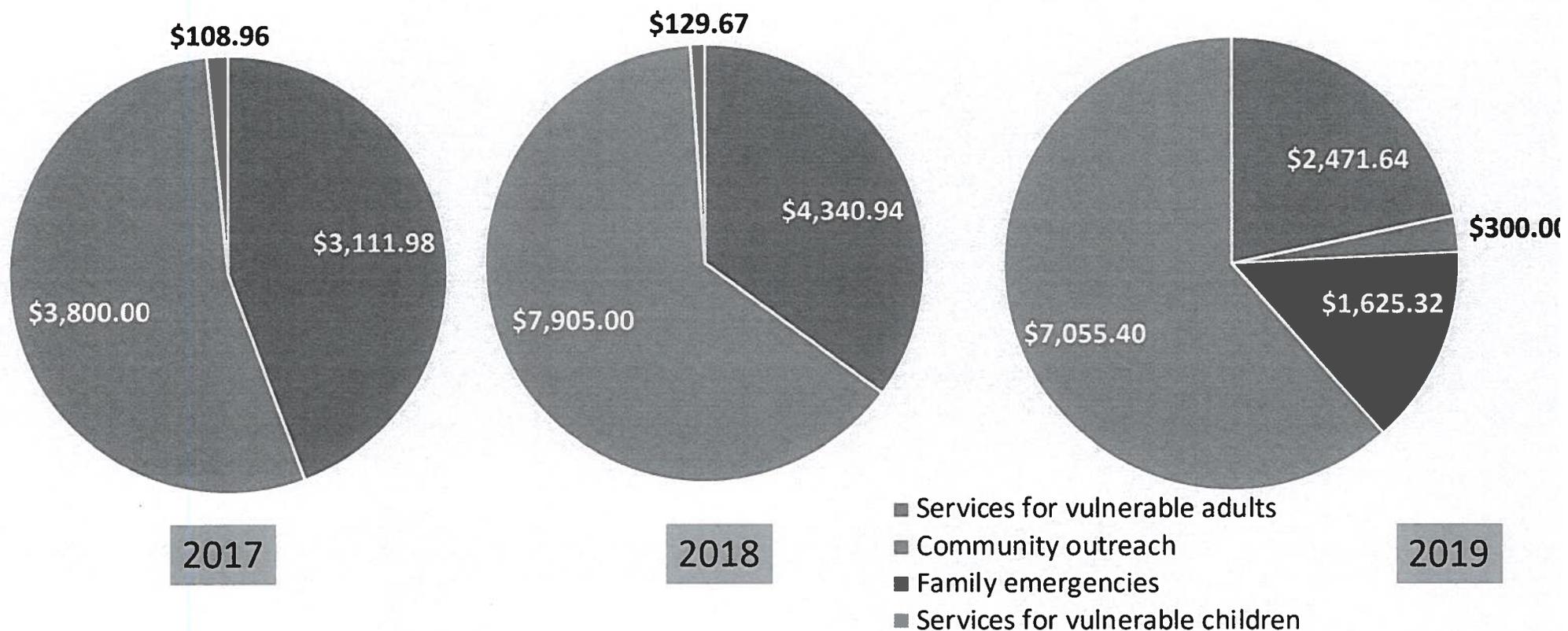
How We Fill Gaps: Family Preservation Fund

Mission statement/vision: To provide financial assistance to support at risk families, children and vulnerable adults. We envision a quality of life in the state of Maryland in which individuals and families achieve self-sufficiency and are safe from abuse, neglect and financial distress.

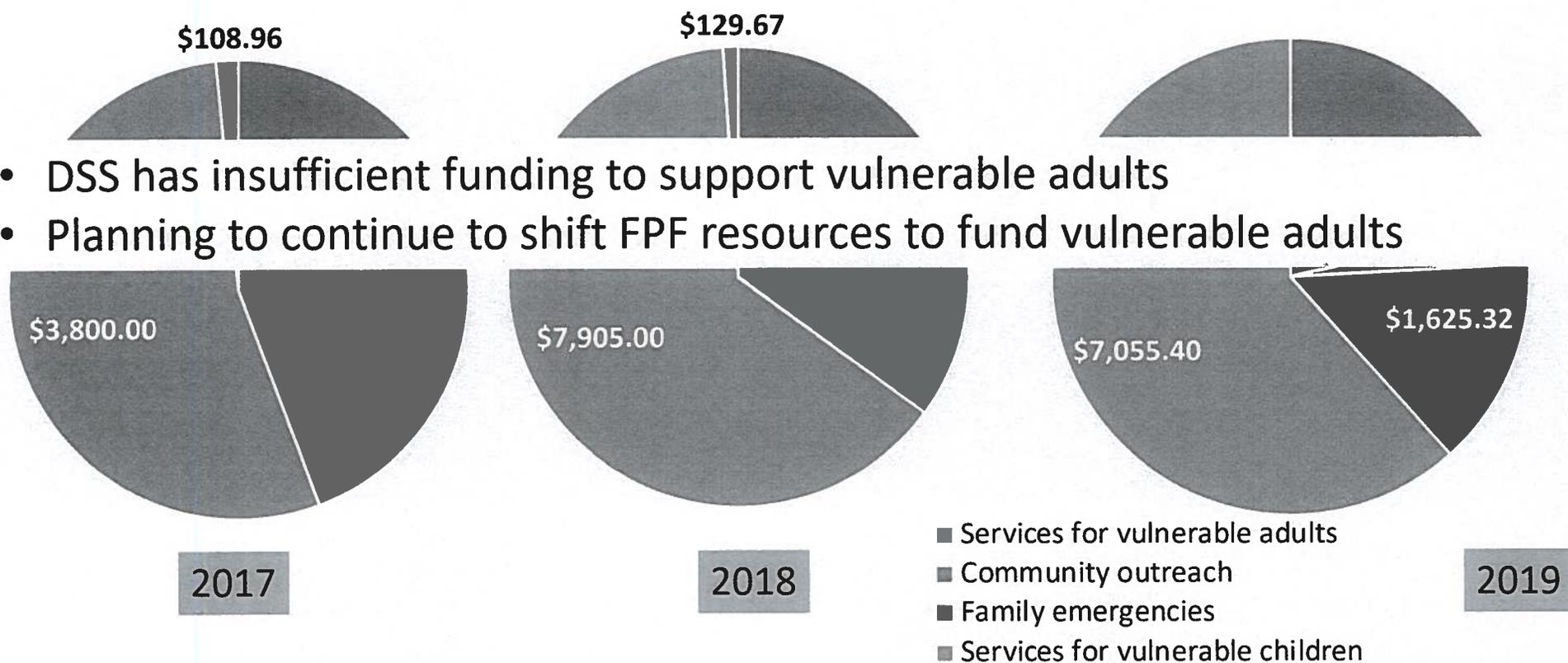
**Thank you, Commissioners, for your support
to Keep QAC Families Together!**



Family Preservation Fund: Distribution of Funds 2017-2019



Family Preservation Fund: Distribution of Funds 2017-2019



Future Plans for the QAC DSS Advisory Board

- Continue to engage with DSS staff during transition to “Common Customer” holistic model for social services
- Promote Family Preservation Fund as a resource for filling gaps for vulnerable adults and children – toward Keeping Families Together
- Developing Strategic Plan that aligns with/overlays DSS Strategic Plan
 - Communication
 - Modernization
 - Customer Service
- Continue to advocate for QAC families through community awareness of social services and promoting DSS mission/vision of Keeping Families Together



We Love DSS Staff!

Thank You

