



**COUNTY COMMISSIONERS SCHEDULE
TUESDAY, JULY 14, 2020
LEGISLATIVE DAY**

To comply with the Governor's proclamation declaring a state of emergency in Maryland, to minimize the person-to-person spread of COVID-19, we encourage that citizens stay home and watch the County Commissioner's meeting live on our QAC Website at qac.org/live or on QACTV's Television channel on Atlantic Broadband cable (channel 7 or 77).

To maintain social distancing, seating will be limited. If you have any respiratory symptoms such as fever, cough, and/or shortness of breath, please refrain from attending the meeting and notify a healthcare provider. We will be screening all meeting participants prior to entering the building.

Press and Public Comments is encouraged. Please send your written comments to PublicComment@qac.org or speak live by going to qac.org/publiccomment

Thank you for your cooperation and understanding.

1. CLOSED SESSION

5:00 p.m.

Todd Mohn, PE, County Administrator
Beverly Churchill, Human Resources Director
"Under Section 3-305b(1) of the General Provision Article"
"Personnel"
"Boards/Commissions"

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 – June 23, 2020
- Roads Minutes – June 9, 2020
- Sanitary Minutes – May 26, 2020
- Closed Session – June 23, 2020

Press and Public Comments**

3. NEW BUSINESS

5:35 p.m.

DEPARTMENT OF PUBLIC WORKS

[Admin/Engineering/Property Management](#)

1. Wetland Mitigation Delineation & Design: Contract Award

2. Property Management – Weed Control - FY21 Truck Solid Waste
3. Solid Waste Division – Groundwater and Landfill Gas Monitoring Contract Award Sanitary
4. FY 21 Trucks – ¾ Ton Pick-ups
5. KNSG Wastewater Capacity Update - Schedule 'A'
6. Southern Kent Island Sanitary Project - Update No. 2

Mr. Todd R. Mohn, PE, County Administrator
"Presentation of Documents for Signatures and Weekly Correspondence"

- Action
1. Letter of support request for YMCA Grant
 2. Subordination Agreement Critical Workforce Loan Client Kirby Schulz
 3. Draft Standard Operating Policy
 4. Lab Leasing Co., Inc. d/b/a Water Testing Labs of Maryland
 5. BOE additional appropriation request in restricted (grant) funding
 6. BOE request of transfers between major state categories
 7. Rural Legacy Deed of Easement Amendment – Austin Reed and Margery Poitras
 8. KNDF Transfer from 570 Fund
 9. Budget Amendment CC-1 – County Departmental Savings
 10. Property Liens

5:50 p.m. Public Hearing
"Amending the Queen Anne's County Solid Waste Plan"

Documents:

[07.14.2020DPW.pdf](#)
[07.14.2020Action.pdf](#)
[07.14.2020Coorespondence.pdf](#)

4. LEGISLATION

5:55 p.m. Public Hearing
County Ordinance 20-10 - Postponement of the 2020 Queen Anne's County Tax Sale (emergency bill - available to be voted on)

Legislative Session
County Ordinance 20-03 - 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 (available to be voted on)

County Ordinance 20-05 - lot width dimensions and other bulk standards for duplex units in Grasonville Neighborhood Commercial (GNC) and Grasonville Village Commercial (GVC) (available to be voted on)

County Ordinance 20-09 - Carry Over of Vacation Leave (available to be voted on)

Documents:

[ORD 20-10.Pdf](#)

[ORD 20-03.Pdf](#)

[ORD 20-05.Pdf](#)

[ORD 20-09.Pdf](#)

5. PRESENTATIONS

Ms. Kelly Huber, Character Counts!
Character Counts – “Citizenship”

Mr. Steven Chandlee, Parks and Recreation Director
“Designation of July as Parks and Recreation Month
Proclamation”

Mr. Steven Chandlee, Parks and Recreation Director
“Department of Park & Recreation Update”

Press and Public Comments**

Commissioner’s Roundtable

* Please note that Schedule 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 Comments 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.
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.

****Agendas will be posted by 4:30 pm the Friday prior to the meeting. The meeting attachments will be posted on the agenda by 4:30 pm the Monday prior to the meeting.

DEPARTMENT OF PUBLIC WORKS

312 Safety Drive
Centreville, MD 21617

Telephone: (410) 758-0925

Fax: (410) 758-3341

www.qac.org



**Queen
Anne's
County**

County Commissioners:

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

Date: July 14, 2020

ACTION ITEM

To: County Commissioners

From: Lee E. Edgar, P.E.

Re: Wetland Mitigation Delineation & Design: Contract Award

Sealed bids were received and opened on Monday, July 6, 2020 for the Wetland Mitigation Delineation & Design contract. The contract consists of 1) pre-mitigation delineation of 15 acres +/- 2) design of non-tidal Palustrine Forested (PFO) wetland creation, enhancement and/or restoration on 15 acres +/- of the County-owned 'Tanner property', 3) construction administration services, and 4) performance monitoring for five years. This project is intended to satisfy the remaining wetland mitigation deficit for permitted wetland impacts in Bay City (9.51 ac), Cloverfields (2.26 ac) and other County projects (8.94 ac). Certain wetland mitigation credits have been achieved upon the Greenberg property; however, there remains a deficit of 11.06 acres of Palustrine Forested (PFO) wetlands and 3.61 acres of Palustrine Scrub Shrub (PSS) wetlands which remain to be mitigated. Project Bids were solicited in accordance with the County Procurement Policy. Eight (8) bids were received, publicly opened and read as follows:

Vendor	Location	Bid
Lane Engineering, LLC	Easton, MD	\$ 43,200.00
AKRF, Inc.	Hanover, MD	\$ 79,912.08
Rauch, Inc.	Easton, MD	\$ 90,507.03
Ecosystem Planning & Restoration, LLC	Columbia, MD	\$ 116,810.00
Bayland Consultants & Designers, Inc.	Hanover, MD	\$ 119,300.00
Landmark Science & Engineering	Aberdeen, MD	\$ 230,425.00
Coastal Resources, Inc.	Annapolis, MD	\$ 267,723.52
Unity Landscape	Church Hill, MD	(non-responsive)

Lane Engineering's bid is the lowest responsive and responsible bid and is within the approved Capital Project #400077 *Wetland Mitigation* budget. Based on the above, staff recommends award of the contract to Lane Engineering, LLC of Easton, Maryland.

If you agree with this recommendation, please make a motion similar to the following:

I move to award the Wetland Mitigation Delineation & Design contract to Lane Engineering, LLC of Easton, Maryland in the amount of \$43,200.00 and authorize the Director of Public Works to issue the Notice of Award and execute the Contract on behalf of the County Commissioners.

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ENGINEERING AND GENERAL SERVICES DIVISION

WETLAND MITIGATION CAPITAL BUDGET

Approved - Project 40077 Capital Budget

Fund Balance	\$51,258.00
Total Available Funds	\$51,258.00

Expenditures

Remaining Balance	\$51,258.00
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MEMORANDUM

Date: July 14, 2020

ACTION ITEM

To: County Commissioners

From: Alan Quimby

Re: Property Management – Weed Control
FY 21 Truck

The State of Maryland mandates the control of noxious weeds within our jurisdiction (see attached pamphlet). Previously the Weed Control operation was under the domain of Parks and Recreation. This obligation was transferred to Public Works with the retirement of the previous Weed Control employee.

The current truck is a 2007 with 175,000 miles on it. Given the nature of the task, often off-road, the truck experiences fairly severe duty. The existing spray rig in the back of the truck was inoperable.

Property management had \$60,000 approved for a new truck and spray rig. As noted above the existing spray rig was inoperable so when the Spring weed spraying season began in 2020 a spray rig was purchased out of FY 20 money (\$5,367.63).

Using the State of Maryland's General Services procurement prices, a ¾ ton truck outfitted for weed control operations (4x4, extended cab, running boards, spray liner) as well as winter operations (i.e. snow plow) costs \$36,660.

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

I move to purchase one ¾ ton pick-up truck for Weed Control operations from Apple Ford, via the State of Maryland's Blanket Purchase Order, in the amount of \$36,660.

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Property Management - Weed Control

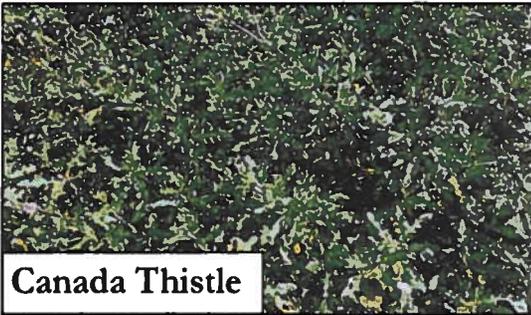
FY 21 Capital Equipment Budget

Approved FY 21 Budget Item				\$60,000.00
Expenditures	Quantity	Item	Unit Price	
	1	F-250 3/4 Ton 4WD Pick-ups	\$ 30,035.00	\$ 30,035.00
	1	Accessories	\$ 2,085.00	\$ 2,085.00
	1	snow plow	\$ 4,540.00	<u>\$ 4,540.00</u>
				\$ 36,660.00
			Remaining Balance	\$ 23,340.00

Maryland's Noxious Weeds



Bull Thistle



Canada Thistle



Johnsongrass



Shattercane

For Additional Information, Contact:

Doug George, Weed Control Coordinator

Queen Anne's County Weed Control Program

312 Safety Drive
Centreville, MD 21617
Phone (410) 758-0925

www.qac.org / property management

or

**Maryland Department of Agriculture
Plant Protection & Weed Management
Section**

50 Harry S. Truman Parkway
Annapolis, MD 21401
(410) 841-5920

www.mda.maryland.gov/plants-pests



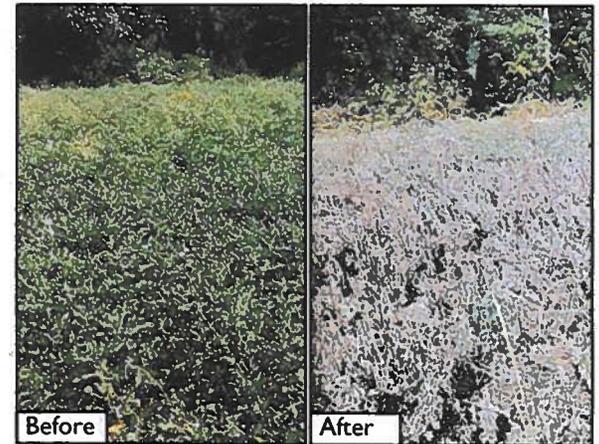
Version (1) 2/24/2020



**Queen Anne's County
Weed Control Program**

Noxious Weed Control

A Guide for County Landowners



Queen Anne's County Weed Control Program

312 Safety Drive
Centreville, MD 21617
Phone (410) 758-0925

www.qac.org.com/property management

**In Cooperation with the Maryland
Department of Agriculture**

What does Maryland state law say regarding control of noxious weeds?

- The Agriculture Article of the Annotated Code of Maryland declares the following plants to be noxious weeds in the State:
 - Thistles belonging to the Asteraceae or Compositae family, including Canada, Musk, Nodding, Plumeless, and Bull Thistle
 - Johnsongrass (*Sorghum halepense*) or hybrids that contain Johnsongrass as a parent; and
 - Shattercane and Wild Cane (*Sorghum bicolor*)
- In addition, the Agriculture Article declares *Rosa multiflora*, commonly known as multiflora rose, to be a public and common nuisance on land used for agricultural production.
- State law requires anyone owning or managing land within the State of Maryland, including public entities, to eradicate or control noxious weeds on that land by using approved practices including mowing, cultivating, and/or treating with an approved herbicide.



Why are these plants regulated?

- Noxious weeds threaten the productive land of farmers and can cause unsightly and unwanted problems on private and public lands.

What is the Queen Anne's County Weed Control Program and how can it help?

- Landowners and managers with the proper equipment, licenses, and expertise can control noxious weeds on their properties by themselves or they can hire properly licensed commercial or public agency services to do so on their behalf.
- As a service to County residents, the QAC Weed Control Program, in cooperation with the Maryland Department of Agriculture, operates a weed control program to assist farmers; developers; right-of-way owners; federal, state, and local agencies and other landowners to control noxious weeds and other invasive species such as *Phragmites*.
- The QAC Weed Control Program can provide spot and boom spraying of approved herbicides on a fee-for-service basis.
- The QAC Weed Control Program is overseen, and has rates set, by a Weed Control Advisory Board appointed by the Commissioners of Queen Anne's County.

What are the rates for the County's weed control services?

- Landowners using the County's weed control services are billed an hourly rate for labor plus the cost of the herbicides used.
- **Hourly rates:**
 - Farm Land \$55 per hour
 - Non-Farm Land \$100 per hour
 - CRP/CREP Sites \$125 per hour
 - Aquatic Weeds \$150 per hour
 - Invasive Species \$100 per hour
 - Minimum Charge One Hour

What are the penalties for failing to control noxious weeds?

- Landowners or managers who fail to control noxious weeds can be prosecuted by the State's Attorney.
- The first offense is punishable by a fine not to exceed \$500 or imprisonment not exceeding three months, or both.
- Second or subsequent offenses are punishable by a fine not to exceed \$1000 or imprisonment not exceeding one year, or both.



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MEMORANDUM

Date: July 14, 2020

To: County Commissioners

ACTION ITEM

From: R. Shane Moore, PE

Subject: Solid Waste Division – Groundwater and Landfill Gas Monitoring Contract Award

The Solid Waste Division requests to award our Semi-annual Groundwater and Quarterly Gas Sampling Three Year (3) contract to Hill Consulting Inc., of Annapolis Maryland, with the low bid of \$48,175, for monitoring and reporting services for the three (3) closed landfills as required by the Maryland Department of the Environment (MDE). A total of nine (9) bids were received ranging from \$48,175 to \$185,891. See Attached Bid Tally Sheet.

Hill Consulting Inc. has completed the Semi-annual Groundwater and Quarterly Gas Sampling reports for Queen Anne's County for the past 5 years with great distinction and we highly recommend the award of this contract.

Adequate funding is available in the FY2021 Solid Waste Budget.

Requested Action:

I move to award the Semiannual Groundwater and Quarterly Gas Sampling Three Year (3) contract to Hill Consulting Inc., of Annapolis Maryland, in the amount of \$48,175.

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BID SUMMARY FOR WELL AND GAS MONITORING

JULY 1, 2020 - 1:30 PM

Bidder	FY21	FY22	FY23	Total Cost
Hill Consulting Annapolis, MD	16,255	15,665	16,255	48,175
Froehling and Robertson Henrico, Va	51,315	47,942	51,315	150,572
Barton and Loguidice Albany, NY	38,833.45	38,833.45	38,833.45	116,500
Triad Engineering Hagerstown, MD	34,282.86	35,875.26	34,282.86	104,441
Envirotrac Burlington, NJ	36,089	35,390	36,089	107,568
Archaza Holdings St Louis, MO	61,963.50	61,963.50	61,963.50	185,891
Environmental Alliance Glen Burnie, MD	26,958	26,718	26,958	80,634
Earth Data Centreville, MD	24,115	23,295	24,540	71,950
ARM Group Columbia, MD	36,500	35,150	36,500	108,150

Recommend Award To: Hill Consulting

Present at Connie Toulson

Bid Opening: Shane Moore

Awarded To: _____

Date: _____



*Queen
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County*

**DEPARTMENT OF PUBLIC WORKS
SANITARY DISTRICT**

310 Bateau Drive
Stevensville, MD 21666

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

County Commissioners:

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

MEMORANDUM

Date: July 14, 2020

ACTION ITEM

To: Sanitary Commission

From: Alan Quimby

Re: FY 21 Trucks – ¾ Ton Pick-ups

Every four years the Sanitary District replenishes its fleet of pick-up trucks. The current fleet consists of 33 pick-ups with an average age of 10-years and an average mileage of 115,000 miles (in December - when the capital budget request was prepared). The oldest being a 2003 whereas the latest being 2017.

The Sanitary District's approved budget had a total of \$348,000 for eight ¾ ton 4WD pick-up trucks (two with snow plows, one with a utility body) as well as a 1-ton 4WD crew cab (with a utility body) for the construction division. We were unable to get a complete price for the 1-ton truck I time for the agenda. However, its cost is estimated to be less than \$75,000.

Of the 8 trucks being replaced, 4 will be kept in service as spares (there are currently no spares), the other 4 will be auctioned due to their poor condition.

Using the State of Maryland's General Services procurement prices, a ¾ ton, regular cab, 4WD truck costs \$28,385. The snow plow cost \$5,015 each and the utility body costs \$6,000.

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

I move to purchase eight ¾ ton 4WD pick-up trucks, two with snow plows and one with a utility body, for water and sewer operations from Apple Ford, via the State of Maryland's Blanket Purchase Order, in the aggregate amount of amount of \$248,675.00.

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Sanitary District

FY 21 Capital Equipment Budget

Approved FY 21 Budget Item (Water and Sewer Combined) \$348,000.00

Expenditures	Quantity	Item	Unit Price	
	8	F-250 3/4 Ton 4WD Pick-ups	\$ 28,385.00	\$ 227,080.00
	1	F-550 1 Ton Crew Cab		\$ -
	3	snow plows	\$ 5,015.00	\$ 15,045.00
	1	utility body	\$ 6,550.00	<u>\$ 6,550.00</u>
				\$ 248,675.00
		Remaining Balance		\$ 99,325.00



**Queen
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**DEPARTMENT OF PUBLIC WORKS
SANITARY DISTRICT**

310 Bateau Drive
Stevensville, MD 21666

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

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Date: July 14, 2020

INFORMATION ITEM

To: Sanitary Commission

From: Alan Quimby

Re: KNSG Wastewater Capacity Update
Schedule 'A'

Attached please find the latest capacity worksheet which was derived many years ago to both track sewer allocation commitments as well as ensure the capacity of the plant was not 'oversold'. As such, it is by design very conservative.

As you will note, the worksheet implies the plant has a capacity deficit of ~90,000 gallons per day (gpd) which equates to 3%. Given the conservative nature of the worksheet, that is not too concerning. What is concerning is if multiple new allocation requests in excess of 20,000 gpd start to be granted, or a large project of 50,000 gpd is granted. After such allocations being granted, there is a potential at some point of a moratorium on any additional new allocations being necessary, even if temporary, until some of the commitments start to flow and an actual value flowing though the plant is established.

It is believed we may have a good chance to 're-rate' the plant's capacity at some point. Initial, albeit unofficial, discussions have been held with MDE about a 10% re-rating given the plant's superior performance to date (10% equals 300,000 gpd in capacity). However, MDE will not formally entertain that discussion until the plant begins to routinely flow at 80% of its rated capacity (2.40 million gallons per day) for a 3-year rolling average. MDE uses the 3-year average to mitigate unusual weather years, either drought or deluge, and a case in point being 2018 where we did in fact average 2.4 MGD. Our current 3-year average flow as of June is 2.24.

Note however that serious consideration would need to be given as to how that future capacity is utilized. A 'full blown' expansion, if even possible, is likely to be prohibitively expensive so the 300,000 gpd may have to last indefinitely.

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SCHEDULE A

KNSG Sewer Capacity Estimate - FOR PLANNING PURPOSES ONLY

June-20

Purpose: To provide an approximation of existing and future sewer treatment capacity available based on current data and information. The projections herein are subject to variation on a monthly schedule resulting from actual flow determinations at the KNSG Plant and to the changing status of projects as listed. This information is for planning purposes only and does not guarantee sewer allocation to any specific project unless expressly indicated below as a commitment.

Assumptions:

Residential Average Daily Flow = 200 gpd/dwelling

*** - paid in full
 ** - 10% deposit
 * - 0% deposit

Estimated Existing Capacity¹ 760,000 gpd

Existing Capacity Commitments

Residential Commitments²		vacant lots		
***	Cloverfields Subdivision	16	3,200 gpd	
***	Bay City Subdivision	13	2,600 gpd	
***	Prospect Bay Subd	5	1,000 gpd	
***	The Tides	15	3,000 gpd	
***	Hilton Inn Phase 2 Condos	4	800 gpd	
***	Enclave at Prospect Bay	14	2,800 gpd	
**	Chesterhaven Beach	180	36,000 gpd	
**	Perry's Retreat	156	31,200 gpd	
***	Watermans Cove	8	1,600 gpd	
***	Whitetail Subd (VJ Ventures)	5	1,000 gpd	
***	Four Seasons (Phase 1A + 25)	128	25,600 gpd	
***	Existing Misc Residential Infill ³	71	14,200 gpd	123,000 gpd
Commercial Commitments⁴				
***	Kaplanges		788 gpd	
*	Matapeake Professional Park - Miltec		2,174 gpd	
***	Matapeake Professional Park - Penguin		1,890 gpd	
***	Holiday Inn Expansion		1,250 gpd	
***	Chesapeake Village - Phase 2		1,241 gpd	
***	Slippery Hill (Phases 1 and 2)		27,245 gpd	
***	KN Redevelopment		2,250 gpd	
***	Fisherman's Village Hotel (Revised)		8,511 gpd	
***	Kent Manor Inn - Proposed		2,419 gpd	
**	Mears Point Apartments		26,424 gpd	
***	KRM-Sisk (Bldg 2)		1,323 gpd	
***	Queenstown Assisted Living - Phase 1		3,825 gpd	
**	Grasonville Hospitality (2nd Restaurant Pad)		4,052 gpd	
***	214 Pier One (Toll Manor)		7,025 gpd	
***	Existing Commercial Not Flowing ⁵		25,000 gpd	115,417 gpd
Multi-Use Commitments⁶:				
**	Four Seasons:			
	Dwellings (Phase 1B)	213 homes	42,600 gpd	
	Clubhouse (Phase 1B)		5,000 gpd	47,600 gpd
	Dwellings (Phase 2)	679 homes	135,800 gpd	
	Assisted Living (Phase 2)	88 units	4,400 gpd	140,200 gpd
***	Ellendale Subdivision:			
	Dwellings	85 homes	17,000 gpd	
	Community Center		500 gpd	17,500 gpd
***	Gibson's Grant			
	Dwellings	26 homes	5,200 gpd	5,200 gpd
***	Cloisters			
	Dwellings	133 homes	26,600 gpd	
	Community Center		0 gpd	26,600 gpd

ESTIMATED EXISTING CAPACITY REMAINING 284,483 gpd

Reserve for SKI Failing Septic Areas⁷ 337,355 gpd (reflects Reserve for Commercial/Institutional Use⁸ 37,535 gpd

ESTIMATE REMAINING @ 3MGD (90,407) gpd

Footnotes:

- ¹ Estimated existing capacity is computed as the 36-month rolling average of actual MDE reported plant discharge quantity.
- ² Residential Commitments - Vacant Lots of Record that already hold sewer allocation or have placed a 10% deposit.
- ³ Existing and currently vacant building lots that hold a sewer account.
- ⁴ Commercial Commitments - Commercial / Other Projects that hold allocation for vacant lots or have placed a 10% deposit.
- ⁵ Estimated commercial properties holding excess allocation not currently being used (not connected or flowing).
- ⁶ Multi-Use Commitments - Projects that hold allocation for vacant lots, or have placed a 10% deposit, or have an executive DRRRA, or other legal obligation. Numbers represent as yet unbuilt units.
- ⁷ Includes Kent Island Estates, Romancock and other Route 8 subdivisions as detailed in the SKI Sanitary Project Report
- ⁸ In accordance with Resolution 04-68 - 200,000 gpd less any Commercial Commitments listed and less any commercial and flowing since 2014.

Monthly Flows by Year

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993	1992	1991
jan	2.14	2.51	2.01	1.67	1.68	2.09	2.20	1.84	1.93	1.61	2.10	1.76	1.45	1.19	1.58	1.30	1.53	1.53	1.27	1.38	1.29	1.15	2.28	1.66	1.54	1.47	0.77			
feb	2.20	2.58	2.58	1.70	2.03	1.94	2.38	1.72	1.70	1.87	2.34	1.44	1.49	1.01	1.52	1.50	1.60	1.75	1.28	1.52	1.51	1.22	1.99	1.92	1.57	1.11	0.89			
mar	2.10	2.62	2.41	1.85	1.85	2.42	2.33	2.10	1.96	2.09	2.21	1.53	1.49	1.23	1.33	1.45	1.53	1.94	1.37	1.62	1.50	1.40	1.62	1.68	1.63	1.17	1.00			
apr	2.24	2.48	2.34	1.95	1.79	2.26	2.27	2.08	1.72	2.03	1.98	2.12	1.68	1.29	1.24	1.55	1.67	1.74	1.43	1.63	1.58	1.38	1.48	1.48	1.60	1.15	0.88			
may	2.21	2.57	2.62	2.02	2.16	2.17	2.28	2.14	1.90	1.89	1.90	1.90	2.16	1.56	1.38	1.45	1.48	1.77	1.43	1.60	1.44	1.27	1.34	1.46	1.49	1.28	0.77			
jun	2.15	2.25	2.38	1.82	1.92	2.21	2.00	2.40	1.70	1.80	2.12	2.14	1.99	1.56	1.52	1.40	1.55	2.00	1.36	1.60	1.44	1.27	1.16	1.37	1.32	1.17	0.64			
jul		2.17	2.32	1.76	1.93	2.10	2.11	2.29	1.82	1.71	1.65	1.83	1.76	1.50	1.36	1.42	1.35	1.77	1.37	1.58	1.67	1.30	1.13	1.32	1.37	1.14	0.60			
aug		2.15	2.23	1.96	1.79	1.94	2.23	2.05	1.91	1.96	1.53	2.01	1.64	1.50	1.09	1.39	1.35	1.64	1.27	1.46	1.40	1.28	1.08	1.32	1.52	1.21	1.00			
sep		2.15	2.38	1.86	1.66	1.83	2.16	1.99	1.88	2.26	1.50	1.88	1.59	1.37	1.21	1.24	1.35	1.72	1.23	1.42	1.42	1.58	1.08	1.82	1.35	1.19	1.15			
oct		2.09	2.36	1.70	1.71	1.76	1.88	2.05	1.94	1.82	1.63	1.88	1.55	1.50	1.18	1.34	1.27	1.45	1.37	1.32	1.31	1.53	1.05	1.75	1.40	1.33	1.04			
nov		1.94	2.63	1.90	1.57	1.50	1.81	1.87	2.01	1.93	1.48	2.15	1.63	1.49	1.21	1.25	1.41	1.64	1.50	1.26	1.29	1.31	1.06	1.90	1.30	1.69	0.94			
dec		2.05	2.64	1.95	1.62	1.67	1.96	2.11	2.13	2.11	1.55	2.42	1.83	1.50	1.03	1.42	1.33	1.76	1.60	1.28	1.36	1.27	1.06	1.73	1.74	1.38	0.97			
Average:	2.173	2.297	2.408	1.845	1.809	1.991	2.134	2.053	1.883	1.923	1.833	1.922	1.688	1.378	1.304	1.393	1.452	1.726	1.373	1.473	1.434	1.330	1.361	1.618	1.486	1.274	0.888	0.723	1.009	0.819
3-Yr Avg:	2.240																													
RAINFALL	17.89	37.30	74.5	24.4	45.20	44.00	44.00	40.90	38.70	49.00	29.80	51.40	43.57	31.23	44.33	45.81	55.50	63.40	45.80	48.90	64.20	63.70	49.35	50.30	69.60	47.20	64.00	average >	49.03	
Annualized Rainfall (2020):		35.78		Projected Rainfall Surplus (Deficit)			(12.80)																							

Frank:
First full month of
3 DMGD EHR facility
operation

Jeffrey Rank:
Effluent meter was out of service from Jul 20 - Jul 29. Took average of remainder
of month

AQuimby:
Effluent meter problems were continuing and the reported value's accuracy is
suspect



**Queen
Anne's
County**

**DEPARTMENT OF PUBLIC WORKS
SANITARY DISTRICT**

310 Bateau Drive
Stevensville, MD 21666

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

County Commissioners:

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

MEMORANDUM

Date: July 14, 2020

INFORMATION ITEM

To: Sanitary Commission

From: Alan Quimby

Re: Southern Kent Island Sanitary Project
Update No. 2

Phase 1 – Kent Island Estates and Romancock on the Bay – estimated completion July 2021

As reported in Update No. 1, the community mains within Phase 1, and the transmission main connecting the entire SKI service area to the wastewater treatment plant, have both been in service for over 18 months. The installation of the STEP units continues and as of the end of June 619 tanks (out of 774, or 80%) have been installed and 402 homes (52%) have been connected to the system and are flowing to the wastewater plant.

In regards to the total contract completion, 71% of the work is completed (on a dollar value) however 91% of the time allowed has elapsed. As indicated in Update No.1, the estimated completion time remains July 2021, or five months 'late'. Also as noted in Update No.1, this is not unexpected when you recall the amount of rain we experienced from approximately July 2017 through to approximately March of 2019 – with 2018 being the wettest year on record. Assessments for the existing homes should be rendered no later than July 2021.

If you will recall, assessments on 357 vacant lots were issued October 2018 and funds have been flowing into the debt service account. In regards to building permits on the vacant lots, 73 have been applied for and 64 issued.

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Phase 2 – Tower Gardens – 200 homes - estimated completion March 2022

Based upon our experience with Phase 1, we opted to stagger the construction of the installation of the community mains and the STEP units in Phase 2. The intent being to allow a section of Tower Gardens' community mains to be placed in service prior to the STEP contractor beginning.

This will allow the STEP contractor perform all the tasks necessary to connect a home at one time as opposed to 'bouncing around' as the contractor in Phase 1 had to do. This should be much more efficient for the STEP contractor as well as less inconvenient to the homeowner.

However, the COVID pandemic greatly exaggerated this 'staggering'. The Community Main bids were due pre-pandemic and that work has been awarded with a Notice to Proceed date of June 1, 2020 and a substantial completion date of April 21, 2021. However, a 'critical mass' of easements was needed to be in hand prior to bidding the STEP contract, the number deemed as critical being 100 (i.e. 50%). Otherwise the awarded STEP contractor would soon run out of work and could legitimately file a delay claim. Ordinarily staff would have been going door to door to secure the easements – but this effort was put on hold due to the pandemic.

Due to an extensive outreach by staff via mail, phone and email, we achieved near the critical mass and will put the STEP bid out to bid as soon as MDE completes its final review. Its bid due date is currently August 20, 2020 with an anticipated substantial completion date of around March 2022.

Phase 3 – Kentmorr and Queen Anne Colony – 335 homes - estimated completion November 2023

Design bids have been awarded. As with Phase 2, the construction bids will be staggered. Also, as planned in Phase 2, we will require the community mains' contractor to concentrate their initial effort in Kentmorr, given its relatively smaller service area, and place that section in service to allow the STEP contractor an area to work efficiently.

Phase 4 – Chesapeake Estates, Sunny Isle of Kent, Batts Neck/Normans, and Matapeake Estates – 210 homes – estimated January 2025.

No efforts on this Phase are anticipated until 2022 at the earliest.



*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: July 14, 2020 **ACTION ITEM**

To: County Commissioners

From: Alan Quimby

Re: Comprehensive Solid Waste Plan Text Amendment Public Hearing

Attached please find the public notice for proposed revision to the Queen Anne's County Comprehensive Solid Waste Plan. The Proposed Text Amendment was introduced at the June 9, 2020 County Commissioner's Meeting. The Proposed Text Amendment attached is for:

- Senate Bill 370, Environment – Recycling – Office Buildings requires by October 1, 2021, each owner of a building that has 150,000 square feet or greater of office space to provide collection and recycling of recyclable materials. The law also requires each county to update its plan by October 1, 2020, to address the office building recycling.

The Public Hearing is scheduled for July 14, 2020 at 5:50 PM to receive public testimony regarding the proposed text amendments to the Comprehensive Solid Waste Plan.

Subsequent to the hearing, a draft resolution and a letter to the Maryland Department of the Environment have been provided to officially adopt the text amendment as written to the Comprehensive Solid Waste Plan.

cc: Patrick Thompson

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*Queen
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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

July 14, 2020

Ms. Kaley Lalaker, Director
Land and Material Administration
Maryland Department of the Environment
1800 Washington Boulevard
Baltimore, MD 21230-1719

Dear Ms. Lalaker:

Re: Statement of Text Amendments, Queen Anne's County Comprehensive Solid Waste Plan

We hereby submit one (1) copy of the revision to the Queen Anne's County Comprehensive Solid Waste Plan for Office Building Recycling. This document has been prepared in accordance with the Administration's regulations as contained in COMAR TITLE 26 SUBTITLE 03 CHAPTER 03 titled "Development of County Comprehensive Solid Waste Management Plans."

A formal public hearing on the proposed revisions was held by the County Commissioners on July 14, 2020. Notice of this public hearing was given by publication in a local newspaper for three weeks preceding the hearing. This plan has been officially adopted by the County Commissioners on this date.

QUEEN ANNE'S COUNTY
BOARD OF COUNTY COMMISSIONERS

James J. Moran, President

Stephen Wilson

Jack N. Wilson, Jr.

Philip L. Dumenil

Christopher M. Corchiarino

ATTEST:

Margie A. Houck
Executive Assistant to the Commissioners



**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 COMMUNITY SERVICES

Area Agency on Aging

104 Powell St
Centreville, MD 21617

Telephone: (410) 758-0848

Fax: (410) 758-4489

TDD: (410) 758-2126

E-mail: agingadmin@qac.org

Catherine Riggs Willis, LMSW, Director

TO: County Commissioners
FROM: Cathy Willis 
DATE: June 30, 2020
RE: Letter of support request for YMCA Grant

ACTION ITEM

The Queen Annes's County Department of Community Services is submitting an application to the Rural Maryland Prosperity Investment Fund grant to receive \$150,000 towards site work for the Senior Center/YMCA in Centreville.

We continue to work diligently with the YMCA and the Department of Public Works to complete the plans for the project as well as avail ourselves to every grant funding source we can to complete the project.

Your continued support is appreciated and essential to see this project through for the benefit of all Queen Anne's County citizens.

Should you agree with the attached letter of support please read the motion below to sign off on the letter of support.

Requested Action:

We, the Queen Anne's County Commissioners do hereby agree to sign and submit the attached letter of support for the QAC Department of Community Services application to the Rural Maryland Prosperity Investment Fund grant on this 14th day of July, 2020.

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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
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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

July 14, 2020

Charlotte Davis
Executive Director
Rural Maryland Council
50 Harry S. Truman Parkway
Annapolis, Maryland 21401

Dear Ms. Davis,

We are writing to express our sincere support of Queen Anne's County Department of Community Services submission to the Rural Maryland Prosperity Investment Fund grant to receive \$150,000 towards site work of a Senior Center/YMCA in Centreville, Maryland. The overall project is estimated to cost \$12 million and with the added assistance from this proposal it will help to achieve this goal.

There are currently three senior centers in the County, but each center serves a different location and does not have the full range of programming this center will offer. From 1988 through 2011, there was a Senior Center located in Centreville, Maryland; due to unforeseen events of the economic decline, the County had to stop this center's operations. It is crucial to reinstate a Senior Center in a central location of the County, and with the partnership established with the YMCA of the Chesapeake, it will make this a reality.

Recently, the YMCA expanded services to St. Michael's, Maryland creating a shared model with the Bay Hundred Senior Center. This center has expanded services to seniors to offer health promotion, learning experiences, and has increased opportunities for social interactions; Queen Anne's County Department of Community Services has high hopes to replicate their success with the proposed center.

We fully support all efforts of the Department of Community Services to construct this indispensable multi-use center for the County Residents.

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 COMMUNITY SERVICES
Housing and Community Services
104 Powell Street
Centreville, MD 21617

2

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: (410) 758-3977
Fax: (410) 758-4499
e-mail: DHCS@gac.org

ACTION ITEM

TO: Queen Anne's County Commissioners

FROM: Michael Clark, Chief of Housing & Family Services

RE: SUBORDINATION AGREEMENT
CRITICAL WORKFORCE LOAN (CWF) CLIENT
KIRBY SCHULZ

DATE: June 26, 2020

Kirby Schulz received a Critical Workforce loan (CWF) around July 2016. Mr. Schulz had his first mortgage through Stearns Lending LLC and as always our loan subordinates to the first loan. Per the attached memo, Mr. Schulz would like to refinance the first loan with Amwest Funding Corporation 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. Schulz. There will be no cash back at the closing.

Attachments:

1. Subordination Agreement for Signature
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 we sign/approve the subordination agreement for Kirby Schulz in order for him to obtain a lower interest rate and reduce the payment on his current mortgage.



Tax Map #: 04-125255

Return to:
Advantage Title Company, LLC
2037 Liberty Road
Eldersburg, MD 21784

File #AT-85131

DEED OF SUBORDINATION

THIS DEED OF SUBORDINATION is made as of this _____ day of _____, 20____, among KIRBY SCHULZ, Mortgagor;

and THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, Mortgagee.

WITNESSETH:

WHEREAS by Mortgagor did grant and convey the certain property known as 626 Dominion Road, Chester, MD 21619 (and more particularly described below), to secure a Note in favor of the Mortgagee in the original principal sum of Fifty Thousand And 00/100 Dollars (\$50,000.00), bearing the date of November 19, 2014; said Mortgage (the "Existing Mortgage") being recorded November 24, 2014, in Liber 2349, Folio 196, among the land records of the County of Queen Anne's, Maryland, against the following described property ("the Property"):

ALL that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, known and designated as Lot 2, containing .410 acres of land, more or less, as set forth and shown on a plat entitled, "BOUNDARY SURVEY OF THE LANDS OF KATHLEEN BRENTON TAX MAP 57, PARCEL 207, LOTS 1 & 2 FOURTH ELECTION DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND", by Kirby & Associates, Inc., dated July, 2013, and recorded among the Plat Records of Queen Anne's County, Maryland in Plat Book S.M. No. 44, folio 17.

TOGETHER WITH a 20' wide access easement for the benefit of Lot 2 over Lot 1 as shown on the above referenced plat and described in the Declaration of Easement recorded among the Land Records of Queen Anne's County in Liber S.M. No. 2227, folio 95.

FOR INFORMATIONAL PURPOSES ONLY:

The improvements thereon being known as 626 Dominion Road, Chester, MD 21619

Tax ID#: 04-125255

BEING the fee simple property which, by Deed dated November 19, 2014, and recorded November 24, 2014, in the Land Records of the County of Queen Anne's, Maryland, in Liber 2349, Folio 182, was granted and conveyed by C & H Ventures, LLC, a Maryland Limited Liability Company unto KIRBY SCHULZ, his heirs and assigns.

There has been no transfer of title within the last 24 months.

WHEREAS the Mortgagor did grant and convey the Property in trust, to secure a Note payable to AMWEST FUNDING CORP, in the original principal sum of One Hundred Fifty-Eight Thousand Five Hundred And 00/100 (\$158,500.00), bearing the date of _____, said Deed of Trust (the "New Deed of Trust") being recorded immediately prior hereto among the aforesaid land records; and

WHEREAS, it is the intent and desire of the parties to subordinate the lien of the Existing Mortgage to the New Deed of Trust recorded immediately prior hereto.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Mortgagee does hereby subordinate the lien of the Existing Mortgage dated November 19, 2014, and recorded November 24, 2014, in Liber 2349, Folio 196, to the lien of the New Deed of Trust recorded immediately prior hereto, it being intended that the Existing Mortgage shall have a second priority as to the Property, for so long as the borrower is under the Deed of Trust recited above.
2. The lien and effect of the Existing Mortgage dated November 19, 2014, and recorded November 24, 2014, in Liber 2349, Folio 196, shall otherwise remain in full force and effect as to the Property.

WITNESS the following signatures and seals:

_____(SEAL)
KIRBY SCHULZ

State of Maryland, County of _____, to wit:

The foregoing instrument was acknowledged before me on _____,
by **KIRBY SCHULZ**.

Notary Public

My commission expires _____

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

By: _____

Its _____
(Title)

STATE OF _____)

COUNTY OF _____) to wit:

The foregoing instrument was acknowledged before me on _____,
by _____ (*name*), as _____ (*title*)
of **THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY**, on behalf of Queen
Anne's County, Maryland.

Notary Public
My commission expires _____

Anne Van Benschoten

From: Patrick Thompson <PThompson@bt-lawyer.com>
Sent: Wednesday, June 24, 2020 3:04 PM
To: Anne Van Benschoten
Subject: [EXTERNAL] RE: [noencrypt] Kirby Schulz / 626 Dominion Rd / AT-85131

The Subordination Agreement looks fine. In the future, it's acceptable to just have Commissioner Moran sign as President.

From: Anne Van Benschoten [<mailto:AVanBenschoten@gac.org>]
Sent: Wednesday, June 24, 2020 2:51 PM
To: Patrick Thompson <PThompson@bt-lawyer.com>
Cc: Mike Clark <MClark@gac.org>
Subject: FW: [noencrypt] Kirby Schulz / 626 Dominion Rd / AT-85131

Pat-

Please see the Subordination agreement for Kirby Schulz. Please review and let me know if it is okay to forward to the Commissioners for their approval.

Thanks in advance.

Anne Van Benschoten

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

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued
 Closing Date
 Disbursement Date
 Settlement Agent
 File #
 Property
 Appraised Prop. Value

Advantage Title
 AT-85131
 626 Dominion Road
 Chester, MD 21619
 \$158,500

Transaction Information

Borrower KIRBY SCHULZ
 626 Dominion Road
 Chester, MD 21619
 Lender AMWEST FUNDING CORP

Loan Information

Loan Term 15 Years
 Purpose Refinance
 Product
 Loan Type Conventional FHA
 VA
 Loan ID # 2000021931
 MIC #

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$158,500	NO
Interest Rate	3%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$1,094.57	NO
Does the loan have these features?		
Prepayment Penalty		NO
Balloon Payment		NO

Projected Payments	Years 1 - 0	
Payment Calculation		
Principal & Interest		\$1,094.57
Mortgage Insurance	+	0
Estimated Escrow <i>Amount can increase over time</i>	+	\$179.00
Estimated Total Monthly Payment		\$1,273.57 min \$0.00 max
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	a month	This estimate includes <input type="checkbox"/> Property Taxes <input type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		In escrow? NO NO NO

Costs at Closing		
Closing Costs	\$6,576.10	Includes \$3,950.51 in Loan Costs + \$2,625.59 in Other Costs - \$0.00 in Lender Credits. See page 2 for details.
Cash to Close	\$2,903.90	Includes Closing Costs. See Calculating Cash to Close on page 3 for details. <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower

Closing Cost Details

Loan Costs	Borrower-Paid		Paid by Others
	At Closing	Before Closing	
A. Origination Charges	\$1,690.00		
01 1.066% of Loan Amount (Points)	\$1,690.00		
02			
03			
04			
05			
06			
07			
B. Services Borrower Did Not Shop For	\$1,335.00		
01 Appraisal Fee to	\$480.00		
02 Credit Report to	\$70.00		
03 Flood Certification to	\$7.00		
04 Tax Service Fee to	\$83.00		
05 Third Party Processing Fee to	\$695.00		
06			
07			
08			
09			
10			
C. Services Borrower Did Shop For	\$925.51		
01 Title - Abstract/Title Search to Advantage Title Company	\$150.00		
02 Title - CPL/Lender to ATC as agent for Westcor Land Title Ins.	\$30.00		
03 Title - Lender's Policy to ATC as agent for Westcor Land Title Ins.	\$300.51		
04 Title - Title Exam to Advantage Title Company	\$445.00		
05			
06			
07			
08			
D. TOTAL LOAN COSTS (Borrower - Paid)	\$3,950.51		
Loan Costs Subtotals (A + B + C)	\$3,950.51	\$0.00	
Other Costs			
E. Taxes and Other Government Fees	\$1,739.15		
01 Recording Fees Deed: Mortgage: \$60.00	\$110.00		
02 State Recordation Tax to Clerk of the Circuit Court	\$1,569.15		
03 Subordination to Clerk of the Circuit Court	\$60.00		
F. Prepays	\$169.39		
01 Homeowner's Insurance Premium mo. to			
02 Mortgage Insurance Premium mo. to			
03 Prepaid Interest \$13.03 per day from 06/18/2020 to 07/01/2020	\$169.39		
04 Property Taxes mo. to			
05			
G. Initial Escrow Payment at Closing	\$717.05		
01 Homeowner's Insurance \$90.00 per month for 3 mo.	\$270.00		
02 Mortgage Insurance per month for mo.			
03 Property Taxes \$89.41 per month for 5 mo.	\$447.05		
04 Aggregate Adjustment			
05			
06			
07			
08			
H. Other	\$0.00		
01			
02			
03			
04			
05			
06			
07			
08			
I. TOTAL OTHER COSTS (Borrower-Paid)	\$2,625.59		
Other Costs Subtotals (E + F + G + H)	\$2,625.59	\$0.00	
J. TOTAL CLOSING COSTS (Borrower-Paid)	\$6,576.10		
Closing Costs Subtotals (D + I)	\$6,576.10	\$0.00	\$0.00
Lender Credits \$0.00	\$0.00		

Payoffs and Payments

Use this table to see a summary of your payoffs and payments to others from your loan amount.

TO	AMOUNT
01 Payoff of First Mortgage Loan to Freedom Mortgage	\$149,020.00
02	
03	
04	
05	
06	
07	
08	
09	
10	
11	
12	
13	
14	
15	
K. TOTAL PAYOFFS AND PAYMENTS	\$149,020.00

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Loan Amount	\$0	\$0	NO
Total Closing Costs (J)	\$0	-\$895.00	NO
Closing Costs Paid Before Closing	\$0	\$0	NO
Total Payoffs and Payments (K)	\$0	\$0	NO
Cash to Close	\$0	-\$895.00	Closing Costs Financed (Paid from your Loan Amount) \$0
	<input type="checkbox"/> From <input type="checkbox"/> To Borrower	<input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.
- will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than _____ days late, your lender will charge a late fee of _____

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in 626 Dominion Road,

Chester, MD 21619

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow

Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow

Estimated Property Costs over Year 1	\$0.00	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee	\$0.00	

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	
Finance Charge. The dollar amount the loan will cost you.	
Amount Financed. The loan amount available after paying your upfront finance charge.	
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Settlement Agent
Name	AMWEST FUNDING CORP		Advantage Title Company, LLC
Address	6 POINTE DRIVE, SUITE 300 92821		2037 Liberty Road Eldersburg, MD 21784
NMLS ID			1269906
License ID			MD 129698
Contact			Jennifer M. Hall
Contact NMLS ID			N/A
Contact License ID			MD 99969258
Email			refiteam@advantitle.com
Phone			(410) 795-5105

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Applicant Signature _____ Date _____

Co-Applicant Signature _____ Date _____

Addendum

Closing Information:

Date Issued:

File No: AT-85131

Closing Date:

Property Information: 626 Dominion Road
Chester, MD 21619

Transaction Information:

Borrower: KIRBY SCHULZ

Address: 626 Dominion Road

City/ST/Zip: Chester, MD 21619

Other Costs	Borrower-Paid		Paid by Others
	At Closing	Before Closing	
E. Taxes and Other Government Fees			
01b Release Fee to Clerk of the Circuit Court		\$50.00	

Additional Text

Text that could not fit on pages 1-5 are shown in full here.

Area	Full Text
Closing Information, Settlement Agent	Advantage Title Company, LLC



QuickSearch LLC

Search Summary – Order # AT-85131

Order Type: C/O PROP REPORT

Borrower: KIRBY J SCHULZ

Property Address: 626 DOMINION RD CHESTER MD 21619

Date: 4/27/2020

County QUEEN ANNE'S

Effective Date: 4/24/2020

Parcel ID #: 04-125255

Tax Information

Tax Year 2019/2020

Base Amount \$ 1,204.01

1st Half \$ 602.01

Due

Paid 9/24/2019

2nd Half \$ 602.00

Due

Paid 12/31/2019

Annual

Due

Paid

Most Recent Deed Information

Grantor: C&H VENTURES LLC

Grantee: KIRBY SCHULZ

Consideration: \$ 279,162.87

Date: 11/19/2014

Book/Page: 2349/182

Recorded: 11/24/2014

Tenancy: SOLE

Fee Simple

Leasehold

Comments:

EASEMENT 2227/95

Legal Description: **PLEASE SEE ATTACHED DEED ABOVE FOR LEGAL DESCRIPTION**

Deed Chain Information

Date: Recording Date Book/Page

Order #: AT-85131

Mortgage/Deed of Trust Information – Total Found 2

Grantor KIRBY SCHULZ

Grantee QUEEN ANNES COUNTY COMMISSIONERS OF

Consideration \$ 50,000.00

Date 11/19/2014

Recorded 11/24/2014

Book 2349

Page 196

Corresponding Documents

Comments

Grantor KIRBY J SCHULZ

Grantee STEARNS LENDING LLC

Consideration \$ 175,000.00

Date 7/14/2016

Recorded 7/29/2016

Book 2566

Page 310

Corresponding Documents

Comments

Grantor

Grantee

Consideration

Date

Recorded

Book

Page

Corresponding Documents

Comments

Grantor

Grantee

Consideration

Date

Recorded

Book

Page

Corresponding Documents

Comments



2037 Liberty Road
Eldersburg, MD 21784

TO: Queen Anne's Co. Commissioners	FROM: DERRICK MOORE
FAX:	PHONE NUMBER: 443-451-8818
Subordination request	FAX: 866-549-6497 EMAIL: dmoore@advantitle.com
TOTAL # PAGES (INCL COVER):	Date: 6/24/20

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY

NOTES/COMMENTS:

Re: Kirby Schulz
Property: 626 Dominion Road
Chester, MD 21619

New Lender: Amwest Funding Corp.
6 Point Drive, Suite 300
Brea, CA 92821

Loan Amount: \$158,500.00

This is a Rate & Term Refinance. Lowering interest rate from 3.75% to 3.00% with current remaining term

Please send subordination to Advantage Title at the address above
FedEx Label included

Derrick Moore

SECOND PURCHASE MONEY MORTGAGE @ QUEEN ANNE'S COUNTY

THIS SECOND PURCHASE MONEY MORTGAGE made this day 19th day of November, 2014, by and between Kirby Schulz, 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: **626 Dominion Road, Chester, MD 21619**

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.

In the event of foreclosure or deed in lieu of foreclosure a superior Deed of Trust or Mortgage or assignment of the first mortgage to the Secretary of Housing and Urban Development, any provisions herein or any provisions in any other collateral agreement restricting the use of the property or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a superior Deed of Trust or Mortgage shall receive title to the Property free and clear from such restrictions.

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

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 2349, p. 0196, MSA_CES8_2563, Date available 12/01/2014, Printed 04/27/2020.

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 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.

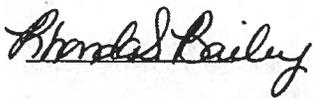
9. The rights, powers and privileges and discretions to which the Mortgagee may be entitled shall inure to the benefit of it and its successors and assigns; are cumulative and not alternative; may be enforced successively or concurrently; and failure to exercise any of them shall not be deemed a waiver 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.

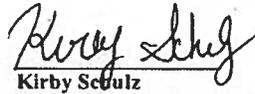
10. The covenants, agreements, conditions and limitations herein imposed upon the Mortgagor shall be binding upon their respective heirs, personal representatives, successors and assigns.

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:





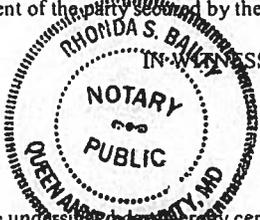
Kirby Schulz

(SEAL)

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 2349, p. 0198, MSA_CE58_2563, Date available 12/01/2014, Printed 04/27/2020.

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

On this the 19th day of November, 2014, before me, the undersigned officer, personally appeared Kirby Schulz, 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 Patrick E. Thompson, 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.

Rhonda Bailey
Notary Public
My commission expires: 11/3/15

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

Patrick Thompson
Patrick Thompson, Attorney at Law

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 2349, p. 0199, MSA_CE58_2563, Date available 12/01/2014, Printed 04/27/2020.

Exhibit A

ALL that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, known and designated as Lot 2, containing .410 acres of land, more or less, as set forth and shown on a plat entitled, "BOUNDARY SURVEY OF THE LANDS OF KATHLEEN BRENTON TAX MAP 57, PARCEL 207, LOTS 1 & 2 FOURTH ELECTION DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND", by Kirby & Associates, Inc., dated July, 2013, and recorded among the Plat Records of Queen Anne's County, Maryland in Plat Book S.M. No. 44, folio 17.

BEING the same land granted and conveyed unto Kirby Schulz by deed of even date herewith from C & H Ventures, LLC, and recorded or intended to be recorded immediately prior hereto among the Land Records of Queen Anne's County, Maryland.

LIBER 2349 FOLIO 201

LR - DOT/MTG Recording
Fee - RT only 20.00
Grantor Name: Schultz
Reference/Control #: 2349/198
LR - Recordation Tax 0.00
LR - Surcharge 40.00
=====
SubTotal: 60.00
=====
Total: 4,342.87
11/24/2014 01:42
CC17-DK
#3565662 CC0204 - Queen
Anne's
County/CC02.04.01 -
Register 01

LR - DOT/MTG Recording Fee - RT only 20.00
 Grantor Name: Schulz
 Reference/Control #: LR - Recordation Tax 54.45
 LR - Surcharge 40.00
 =====
 SubTotal: 114.45
 =====
 Total: 114.45
 07/29/2016 11:05
 CC17-MH
 #6626106 CC0204 -
 Queen Anne's
 County/CC02.04.02 -
 Register 02

[Space Above This Line For Recording Data]

DEED OF TRUST

SCHULZ
 Loan #: 5800279514
 PIN: 04-125255
 MIN: 100183358002795143
 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 JULY 14, 2016, together with all Riders to this document.

(B) "Borrower" is KIRBY J SCHULZ; . Borrower is the trustor under this Security Instrument

(C) "Lender" is STEARNS LENDING, LLC. Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of CALIFORNIA. Lender's address is 4 HUTTON CENTRE DRIVE, 10TH FLOOR, SANTA ANA, CA 92707-8788.

(D) "Trustee" is WILLIAM F RIDDLE.

(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 JULY 14, 2016. The Note states that Borrower owes Lender ONE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 Dollars (U.S. \$175,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2036.

(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.

MARYLAND --Single Family-- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

329.58

Page 1 of 17

Form 3021 1/01



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 1.45 rec

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5800279514

(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
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Other(s) [specify]
- Second Home Rider
- Biweekly Payment 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 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.

(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

MARYLAND --Single Family-- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
329.58 Page 2 of 17

Form 3021 1/01



00001405800279514

5800279514

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 ANNES:

SEE ATTACHED EXHIBIT A,

which currently has the address of 626 DOMINION ROAD, CHESTER, MD 21619 ("Property Address"):

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 seised 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 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

MARYLAND --Single Family-- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
329.58 Page 3 of 17

Form 3021 1/01



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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.



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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 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



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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 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

MARYLAND --Single Family-- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
329.58 Page 6 of 17

Form 3021 1/01



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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



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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 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



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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 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.

MARYLAND --Single Family-- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

329.58

Page 9 of 17

Form 3021 1/01



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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



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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.

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



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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, 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



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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

MARYLAND --Single Family-- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
329.58 Page 13 of 17

Form 3021 1/01



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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 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 N/A% 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



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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.

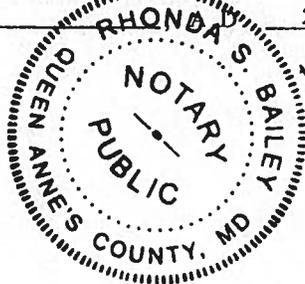
Kirby J Schulz 7-14-16
- BORROWER - KIRBY J SCHULZ - DATE -

[Space Below This Line For Acknowledgment]

STATE OF MARYLAND
COUNTY OF QUEEN ANNES

To wit: I Hereby Certify, that on this 14th day of July, in the year 2016, before the subscriber, a Notary Public of the State of Maryland, in and for the jurisdiction aforesaid, personally appeared KIRBY J SCHULZ, and acknowledged the foregoing deed to be his/her/their act.

In testimony whereof, I have hereunto affixed my official seal this 14th day of July, 2016



Rhonda S. Bailey
Notary Public

My Commission Expires: 11/3/19

MORTGAGE LOAN ORIGINATOR CHRISTOPHER ROBERT GREEN
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER
1023697
MORTGAGE LOAN ORIGATION COMPANY STEARNS LENDING, LLC
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER
1854

MARYLAND --Single Family-- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
329.58 Page 15 of 17

Form 3021 1/01



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STATE OF MARYLAND
COUNTY OF QUEEN ANNES

I Hereby Certify, That on this 14th day of July, 2016, before me, the subscriber, a Notary Public of the State of MARYLAND and for the jurisdiction aforesaid, personally appeared Patrick E. Thompson, the agent of the party secured by the foregoing Deed of Trust, and made other in due form of law that the consideration recited in said Deed of Trust 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 Deed of Trust 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 Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS my hand and notarial seal.



Rhonda S. Bailey
Notary Public

My Commission Expires:
11/3/19

This is to certify that the within instrument has been prepared by a party to the instrument.

Kimberly M. Aywas
Authorized Agent

Name: KIMBERLY M AYWAS

Title: Loan Closer

Company: Stearns Lending, LLC

MARYLAND --Single Family-- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
329.58 Page 16 of 17

Form 3021 1/01



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When Recorded Return To:
STEARNS LENDING, LLC
4 HUTTON CENTRE DRIVE, 10TH FLOOR
SANTA ANA, CA 92707-8788
866-450-7677
ATTN: SHIPPING DEPT/DOC. CONTROL

Maryland Mortgage Lender Name:
STEARNS LENDING, LLC
Maryland Mortgage Lender License Number:

Maryland Mortgage Originator Name:
CHRISTOPHER ROBERT GREEN
Maryland Mortgage Originator License Number:

MARYLAND --Single Family-- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
329.58 Page 17 of 17

Form 3021 1/01



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MARYLAND REFINANCE AFFIDAVIT
PRIMARY RESIDENCE

Pursuant to Section 12-108(g) of the Tax Property Article of the Annotated Code of Maryland, the undersigned makes oath, in due form of law and under the penalties of perjury, that he is the original mortgagor under each of the following instruments recorded among the Land Records of the County of Queen Anne's, Maryland, and that the loans secured the instruments are being refinanced:

ORIGINAL AMOUNT	LIBER	FOLIO	UNPAID PRINCIPAL BALANCE
\$ <u>175,000.00</u>	<u>SM 2349</u>	<u>187</u>	\$ <u>169,645.87</u>
\$ _____	_____	_____	\$ _____
\$ _____	_____	_____	\$ _____
\$ _____	_____	_____	\$ _____
\$ _____	_____	_____	\$ _____
		TOTAL	\$ <u>169,645.87</u>

DATED this 14th day of July, 2016.

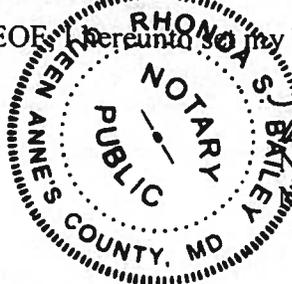
Kirby J. Schulz 7-14-16

Kirby J. Schulz

State of Maryland, County of Queen Anne's

I hereby certify that, on this 14th day of July, 2016, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared Kirby J. Schulz, known to me (or satisfactorily proven) to be the person described in the foregoing instrument and made oath in due form of law, and under the penalties of perjury, that the matters and facts set forth herein are true.

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



Rhonda S. Bailey
NOTARY PUBLIC

My Commission Expires: 11/5/19

Exhibit A

ALL that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, known and designated as Lot 2, containing .410 acres of land, more or less, as set forth and shown on a plat entitled, "BOUNDARY SURVEY OF THE LANDS OF KATHLEEN BRENTON TAX MAP 57, PARCEL 207, LOTS 1 & 2 FOURTH ELECTION DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND", by Kirby & Associates, Inc., dated July, 2013, and recorded among the Plat Records of Queen Anne's County, Maryland in Plat Book S.M. No. 44, folio 17.

3
THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY



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 Human Resources

The Liberty Building
107 North Liberty Street
Centreville, MD 21617

Telephone: (410) 758-4406
Fax: (410) 758-6913
TDD: 410-758-2126
e-mail: qachr@qac.org
www.qac.org

TO: Queen Anne's County Commissioners

FROM: Beverly A. Churchill, Director, Human Resources *BAC*

DATE: July 7, 2020

ACTION ITEM

SUBJECT: Draft Standard Operating Policy

Attached is a new Volunteer Policy for review and approval. The County is fortunate to have a variety of volunteers throughout many of its departments. To assist the departments in standardizing our processes for our volunteer services, the attached Volunteer Policy and Application/Agreement was drafted by our Risk Manager.

This policy was reviewed by the department directors and attorney for suggestions. If you wish to adopt this policy, please make a motion similar to this:

I move that the Volunteer Policy be adopted as presented, to be effective in seven business days.



QUEEN ANNE'S COUNTY STANDARD OPERATING POLICIES

SECTION: 300 – Human Resources

POLICY TITLE: Volunteer Policy

POLICY NUMBER: 300-608

APPROVAL: Beverly A. Churchill, Director, Human Resources

EFFECTIVE DATE: July 1, 2020

FORM: Volunteer Drug Testing
Volunteer Driver's License Check
Volunteer Application & Agreement
Sheriff's Office Fingerprint Authorization
Privacy Requirements for Noncriminal Applicants

1. **PURPOSE:** The purpose of this policy is to provide overall guidance and direction to staff and volunteers engaged in volunteer involvement and management efforts. This policy is intended for internal management guidance only, and does not constitute a binding contractual or personnel agreement. Recognizing that volunteer roles are substantially differ among departments, departments should develop more specific procedures for volunteer programs within their specific department. These procedures should be reviewed by the Director of Human Resources as well as the Risk Manager.

2. **APPLICABILITY/ELIGIBILITY:** This policy applies to all persons engaged in volunteer efforts in county departments, except for the Office of the Sheriff, the State's Attorney's Office and the Circuit Court.

3. **DEFINITIONS:**

A "volunteer" is anyone who without compensation or expectation of compensation beyond reasonable reimbursement performs a task at the direction of and on behalf of the agency. A volunteer must be officially accepted and enrolled by the department prior to the performance of the task. Unless specifically stated, volunteers shall not be considered as employees of the agency.

4. **PROCEDURE:**

4.1 Scope of Volunteer Involvement

Volunteers may be used in all programs and activities of a department which have been

QUEEN ANNE'S COUNTY STANDARD OPERATING POLICIES

deemed appropriate by the Director.

Volunteers are viewed as a valuable resource to county government and the citizens of Queen Anne's County. Volunteers shall be extended the right to be given meaningful assignments, have effective supervision, and to be recognized for work performed.

4.2 Volunteer Management

A system of records will be maintained on each volunteer with the department, including but not limited to, dates of service, positions held, duties performed, and awards received. Departments should ensure that active volunteer rosters are kept up to date, with inactive volunteers being removed. Volunteers shall be responsible for submitting all appropriate records and information to the appropriate supervisor in a timely and accurate manner.

Volunteer records shall be treated in the same manner as employee records in regards to confidentiality.

A clear job description shall be provided for the volunteer.

4.3 Representation of the Department

Volunteers must represent their respective department in a professional manner at all times. Volunteers are authorized to act as representatives of their department as specifically indicated within their job description. Volunteers shall dress appropriately for the performance of their duties and act in a professional manner.

4.4 Worksite and Conditions

Appropriate worksites and conditions will be maintained for a volunteer. Queen Anne's County is a tobacco free campus.

5. VOLUNTEER RECRUITMENT AND SELECTION

5.1 Position Descriptions

Volunteer staff, just as paid staff, require a clear, complete and current description of the duties and responsibilities of their position. Prior to any volunteer assignment or recruitment effort, a position description must be developed for each volunteer position.

5.2 Recruitment

QUEEN ANNE'S COUNTY

STANDARD OPERATING POLICIES

Volunteers shall be recruited and selected based on their suitability to perform a task on behalf of the agency. Volunteers shall be recruited and selected without regards to gender, handicap, age, race or other merit factor. Volunteers under the age of 18 must have parental consent to engage in a volunteer position.

5.3 Application

Potential volunteers will be required to complete an Application for Volunteer Service. Generally, the application process will be managed by the department in which the volunteer opportunity is sought. Departments may choose to ascertain additional information in the application process and possibly use additional forms. Departments should review these additional procedures and/or forms with Human Resources before they are used to ensure they are appropriate.

5.4 Interviewing

Prior to being assigned or appointed to a position, all volunteers will be interviewed to ascertain their suitability for and interest in that position. The interview should determine the qualifications of the volunteer, their commitment to fulfill the requirements of the position, and should answer any questions that the volunteer might have about the position. Interviews may be conducted in person or by other means. Interview procedures should be reviewed with the Director of Human Resources prior to interviews being conducted.

5.5 Health Screening

In cases where volunteers will be working with clients with health difficulties, a health screening procedure may be required prior to volunteer assignment. If there are physical requirements necessary for performance of a volunteer task, a screening or testing procedure may be required to ascertain the ability of the volunteer to safely perform the task.

5.6 Criminal Records Check

As appropriate for the protection of clients, volunteers in certain assignments may be asked to submit to a criminal background check.

5.7 Drug Testing

QUEEN ANNE'S COUNTY STANDARD OPERATING POLICIES

Prior to being assigned or appointed to a position, all volunteers will be required to complete drug testing. Receipt by the county of a negative drug test is required prior to engaging in volunteer service.

5.8 Driving Records Check

Volunteers that may be expected to drive or operate their personal vehicle on behalf of a county program shall have a check performed of their driving record. A person who has accumulated 5 or more current points on their driving record is not eligible to operate their personal vehicle to transport clients as part of a county sponsored program.

5.9 Placement with At Risk Clients

Where volunteers are to be placed in direct contact with at risk clients, additional screening procedures may be conducted. These procedures may include reference checks, credit checks, or other screening measures as deemed appropriate.

5.10 Certificate of Ability

Any potential volunteer or current volunteer who indicates that they are under the care of a physician for either physical or psychological treatment may be asked to present a certificate from the physician as to their ability to satisfactorily and safely perform their volunteer duties.

5.11 Acceptance and Appointment

Service as a volunteer with the agency shall begin with an official notice of acceptance or appointment to a volunteer position from an authorized representative of the department.

6. VOLUNTEER TRAINING AND DEVELOPMENT

6.1 Orientation

All volunteers will receive a general orientation regarding the department in which they are volunteering and a specific orientation on the purposes and requirements of the position which they will be assigned.

6.2 On-the-Job Training

QUEEN ANNE'S COUNTY STANDARD OPERATING POLICIES

Volunteers will receive specific on-the-job training to provide them with the information and skills necessary to perform their volunteer assignment. The timing and methods for delivery of such training should be appropriate to the complexity and demands of the position and capabilities of the volunteer. Experienced volunteers should be included in the design and delivery of volunteer orientation and training.

7. VOLUNTEER SUPERVISION AND EVALUATION

7.1 Requirement of a Supervisor

Each volunteer who is accepted to a position with the agency must have a clearly identified supervisor who is responsible for direct management of that volunteer. This supervisor shall be responsible for day to day management and guidance of the work of the volunteer, and shall be available to the volunteer for consultation and assistance.

7.2 Volunteers as Volunteer Supervisors

A volunteer may act as a supervisor of other volunteers, provided that the supervising volunteer is under the direct supervision of an employee.

7.3 Staff Involvement in Volunteer Evaluation

Affected staff should be involved in all evaluation and work assignments of volunteers with whom they are connected.

7.4 Lines of Communication

Volunteers are entitled to all necessary information pertinent to the performance of their work assignments.

Accordingly, volunteers should be included in and have access to all appropriate memos, materials, and meetings relevant to their work assignments. Primary responsibility for ensuring that the volunteer receives such information will rest with the direct supervisor of the volunteer.

Communication should operate in both directions and should exist both formally and informally.

7.5 Standards of Performance and Evaluation

QUEEN ANNE'S COUNTY STANDARD OPERATING POLICIES

Department Directors or their designees may develop standards of performance and/or evaluations as they deem appropriate for volunteer positions. Any evaluation performed should be reviewed by the Director of Human Resources prior to presentation to the volunteer.

7.6 Dismissal of a Volunteer

Volunteers who do not adhere to the rules and procedures of the department or who fail to satisfactorily perform their volunteer assignments are subject to dismissal. No volunteer will be terminated until the volunteer has had an opportunity to discuss the reasons for possible dismissal with supervisory staff. Prior to the dismissal of any volunteer, a consultation with the Director of Human Resources must occur. Volunteers do not have any appeal rights.

7.7 Resignation

Volunteers may resign from their volunteer service with a department at any time. It is requested that volunteers who intend to resign provide advance notice of their departure and a reason for their decision.

8. VOLUNTEER SUPPORT AND RECOGNITION

8.1 Reimbursement of Expenses

Volunteers may be eligible for reimbursement of reasonable expenses incurred while performing business for the county. The appropriate supervisor in the department shall distribute information to all volunteers regarding specific reimbursable items and procedures for reimbursement. Records of reimbursements made to volunteers will be maintained.

8.2 Insurance

Liability and accident insurance are not generally provided for volunteers engaged in county business. Volunteers are encouraged to consult with their own insurance agents regarding whether their personal insurance includes community volunteer work. Volunteers who use their personal vehicles to carry out volunteer tasks on behalf of a county department or program may be required to provide proof of appropriate insurance regarding the vehicle used.

8.3 Volunteer Recognition

QUEEN ANNE'S COUNTY STANDARD OPERATING POLICIES

Recognizing the value of volunteers, all staff and volunteers responsible for volunteer supervision are encouraged to develop on-going methods of recognition of volunteer service.

**QUEEN ANNE'S COUNTY
APPLICATION FOR VOLUNTEER SERVICE**

We appreciate your willingness to volunteer your services. Volunteers are important to the County and we try to use willing volunteers whenever appropriate. We hope we will be able to match your skills and interests with a volunteer need.

Applicant Information:

Name: _____ Date: _____

Address: _____

_____ Zip Code: _____

Phone - Home: _____ Cell: _____

Email: _____

Over 18 years of age? _____ Yes _____ No

Requested Assignment/Area of Interest: _____

Days/Times you are available to volunteer: _____

Emergency Contact Information:

Name: _____

Phone - Home: _____ Cell: _____

Reference: (Additional References may be listed on a separate sheet)

Name: _____

Address: _____

_____ Zip Code: _____

Phone - Home: _____ Cell: _____

Do you have any family members that currently work for Queen Anne's County?

Yes No Family Member: _____

I grant permission for an agent or employee of Queen Anne's County Government to conduct a background investigation to include, but not be limited to, contact with references, driver's license checks, and or criminal history checks. I release, discharge and hold harmless Queen Anne's County from any liability whatsoever in connection with the furnishing or obtaining of information arising out of the processing of this application and consideration of my candidacy for the position for which I have applied. I further understand that I do not have the right to inspect the information collected and I freely and voluntarily waive any such right to review the information collected by Queen Anne's County Government in assessing my suitability to serve as a volunteer.

Signature of Applicant: _____ **Date:** _____

If Applicant is under 18 years of age, Signature of Parent or Guardian:

I hereby consent to my child's participation in the volunteer experience.

Signature: _____ Date: _____

Direct questions concerning this application to the Queen Anne's County Department of Human Resources 410-758-4406

VOLUNTEER AGREEMENT

I, _____ agree to perform the volunteer duties to which I am assigned to the best of my ability and in a professional manner.

As a Queen Anne's County volunteer, the lasting impression you make on those you serve reflects directly on all of us. Please be sure your words and deeds will help build our program and its reputation for quality. In dealing with other Queen Anne's County residents, you must be unfailingly polite and mannerly. It is not your role or responsibility to handle unhappy citizens. Should you find yourself in a situation where courtesy is becoming difficult, please immediately refer the matter to the nearest responsible County employee.

Please notify a County employee if you have a safety concern; report to your supervisor at once if you see someone injured or if you are injured.

I understand that as a volunteer:

1. I am not entitled to wages or benefits for the time I spend in a volunteer assignment.
2. I will not, as a result of this service, be entitled to a job with the County at the conclusion of the experience and will receive no preference in hiring should I hereafter seek a position of employment with the County.
3. As a volunteer, I am not covered by Workers' Compensation. Therefore, the County encourages me to carry my own health insurance and I release and hold the County harmless for any injury sustained in the performance of my volunteer duties unless caused by the sole negligence of the County.
4. The County is not liable for any damage I might cause to third parties, except when I am acting as directed, within the scope of my authority and duties as a volunteer.
5. Queen Anne's County assumes no liability for damage to my personal property or for accidents occurring if I use my own vehicle during the volunteer activity. My own auto insurance will apply to all accidents involving my vehicle.

Waiver and Release:

I understand that there are inherent dangers in any workplace activity or program. I hereby release and hold harmless Queen Anne's County, Maryland, its officials, agents and employees from all liability or obligation arising from, or in connection with, activities related to the volunteer experience.

Signature of Applicant: _____ **Date:** _____

Signature of Parent or Guardian (if Applicant is under 18 years of age):

I hereby consent to my child's participation in the volunteer experience and agree to the terms of this Waiver and Release on behalf of myself and my child.

_____ **Date:** _____



**Queen
Anne's
County**

County Commissioners:

- James J. Moran, At Large
- Jack N. Wilson, Jr., District 1
- Stephen Wilson, District 2
- Phillip Dumenil, District 3
- Chris Corchiarino, District 4



Heather Tinelli, Director
 425 Piney Narrows Road
 Chester, MD 21619
 Telephone: (410) 604-2100

MEMORANDUM

TO: Jim Moran, President, Queen Anne's County Board of Commissioners

Action Item

CC: Todd Mohn, County Administrator
 Michael Whitehill, Chairman, Economic Development Incentive Fund Commission
 Jean E. Fabi, Economic Development Manager

FROM: Heather Tinelli, Director

DATE: June 26, 2020

SUBJECT: Lab Leasing Co., Inc. d/b/a Water Testing Labs of Maryland

At its meeting on May 26, 2020 the Board of County Commissioners approved the disbursement of funds to Lab Leasing Co., Inc. d/b/a Water Testing Labs of Maryland from the Economic Development Incentive Fund (EDIF) monies in the amount of \$50,000.00 as a conditional loan. As part of the loan process, Patrick Thompson, Esq. has drafted the Promissory Note, UCC Filing, and Security Agreement. I am requesting that Commissioner Moran sign the Security Agreement.

Please contact me or Jean Fabi if you have any questions related to the project. We appreciate your support for the Economic Development Incentive Fund and the projects it has funded.

HT:jf

ATT: Security Agreement

Motion: I move to sign the Promissory Note, UCC Filing, and Security Agreement for Lab Leasing Co., Inc. d/b/a Water Testing Labs of Maryland.

SECURITY AGREEMENT

DATE: 6/23, 2020

1. DEBTOR, LAB LEASING CO., INC., 1000 Butterworth Court, Stevensville, Maryland 21666, (hereinafter called "Debtor"), for valuable consideration, hereby grants unto:

2. SECURED PARTY, THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, 107 N. Liberty Street, Centreville, Maryland 21617, (hereinafter called "Secured Party"), a SECURITY INTEREST in the property described below in Paragraph 4 entitled "COLLATERAL."

3. PROMISSORY NOTE. Debtor grants unto Secured Party a security interest in said property to secure payment of a loan from Secured Party to Debtor, the repayment of which, together with interest represents an obligation of Debtor to Secured Party, and is evidenced by a promissory note or notes of Debtor in a principal sum of \$50,000.00 together with interest due thereon and according to the terms set forth in said promissory notes, with the entire principal sum and all interest due thereon being due and payable in accordance with the terms of the promissory note and this Agreement.

Said Security Interest is also to secure any and all other obligations and liabilities, direct or indirect, absolute or contingent, due or to become due, whether now existing or hereafter arising, of Debtor to Secured Party.

4. COLLATERAL. The Debtor grants unto the Secured Party a SECURITY INTEREST in the following property (hereinafter called "Collateral"):

Nexion 1000 ICP-MS
Inductive Coupled Plasma Mass
Spectrometer – Serial No. 815N0030201X

including all property, goods and chattels of the same classes as those listed above now owned by the Debtor, or acquired by the Debtor subsequent to the execution of this Agreement and prior to its termination; and including proceeds of the Collateral and all increases, substitutions, replacements, additions and accretions to the Collateral.

5. OWNERSHIP OF COLLATERAL. The Debtor is, or is to become,

the owner of the collateral, and has, or will have when the Collateral is acquired, the right to convey a security interest in it to the Secured Party. The Collateral is, or will be when acquired, free and clear of all liens, claims, charges, encumbrances, taxes and assessments.

6. TITLE. This agreement is not intended to affect the title to the collateral which is, or will become, vested in the Debtor.

7. OBLIGATIONS OF DEBTOR. Debtor agrees to perform the following specific duties in addition to any which may be prescribed in the Uniform Commercial Code not stated herein:

(a) **Payment and Performance.** The Debtor shall pay all money obligations and perform all of the obligations according to the provisions of this agreement and the promissory note.

(b) **Further Assurances.** The Debtor warrants the title to the collateral and shall defend it against all persons. Upon demand, the Debtor shall (1) furnish further assurance of title (2) furnish further security for the obligations secured by this agreement and (3) execute any written instruments or documents, or to endorse such instruments and documents or do any other acts reasonably necessary to make effective the purposes and provisions of this agreement.

(c) **Possession and Removal.** The Debtor may remain in possession of the collateral until default under this agreement.

(d) **Sale and Exchange.** The Debtor may not sell or exchange the collateral without the written consent of the Secured Party, and whether or not such consent has been obtained, the proceeds of such sale or exchange at the option of the Secured Party shall be: (1) applied on the obligations secured by the agreement, or (2) subject to the lien of this agreement.

(e) **Further Acts to be Performed by Debtor.**

1. **Proper care of collateral.** The Debtor shall use reasonable care of the collateral in its custody toward its preservation. The Secured Party may enter upon the premises where the collateral is located and examine it as to its condition.

2. **Encumbrances and Taxes.** The Debtor shall keep the collateral

free from encumbrances and liens, including those for taxes.

(f) **Effect of Payments by Secured Party Upon Failure by Debtor to Perform its Obligations.** While reserving all remedies afforded by the Uniform Commercial Code upon default of the Debtor under this agreement, it is understood and agreed that the reasonable expenses incurred by the Secured Party upon failure of Debtor to perform any obligation hereof (including the cost of any insurance and payment of taxes or other charges) shall be deemed to have been advanced to the Debtor by the Secured Party, shall bear interest at the highest rate provided by the above described notes, and shall be secured by this agreement.

8. WHEN OBLIGATIONS OF DEBTOR MAY BECOME DUE AT OPTION OF SECURED PARTY. At the option of the Secured Party, the obligations secured by this agreement shall become immediately due and payable in full upon the happening of one or more of the following events:

(a) **Default in Obligation.** If the Debtor shall fail to perform any of the obligations secured by this agreement and set forth in the promissory note.

(b) **Default With Respect to Security Agreement.** If the Debtor shall fail to perform any covenant, condition or provision of this agreement and such failure is not cured within 30 days after receipt of written notice from served party.

(c) **Miscellaneous.** Without in any way limited the generality of the foregoing:

1. If the Debtor shall fail to comply with any statute, requirement, rule, regulation, order or decree of any federal, state, municipal or other governmental authority relating to the collateral.
2. If the collateral be levied upon by virtue of an execution issued upon any judgment or any other process.
3. If the Debtor shall be, or become, insolvent according to the meaning of "insolvent" under the Bankruptcy Act.
4. If a petition or arrangement in bankruptcy be filed by or against the Debtor.

5. If a general assignment for the benefit of creditors be made by the Debtor, or if a trust mortgage be executed in favor of creditors by the Debtor.

6. If an application for receivership of any nature be filed, or a receiver of the Debtor's property be appointed in any action or proceeding.

7. If the Debtor is voluntarily or involuntarily dissolved.

9. REMEDIES UPON DEFAULT.

(a) **General.** In the event of default under this agreement the Debtors and the Secured Party have the rights and remedies provided in Article 9 of the Uniform Commercial Code and, in addition, those provided in this agreement.

(b) **Duty of Debtor to Assemble Collateral.** In the event of default the Debtor shall, upon request of the Secured Party, assemble the collateral and make it available to the Secured Party at the place designated by the Secured Party, which is reasonably convenient to both parties.

10. COVENANT TO PAY DEFICIENCY. Upon default, if the sale or other disposition of the collateral fails to satisfy the obligations secured by this agreement and the reasonable expenses of retaking, holding, preparing for sale, selling and the like, including reasonable attorneys' fees and legal expenses incurred by the Secured Party in connection with this agreement for the obligations it secured, the Debtor shall be liable for any deficiency.

11. GENERAL STIPULATIONS. The Debtor and Secured Party further agree:

(a) **Conditions of Discharge of Parties to this Agreement.** No party to this agreement shall be discharged by any extension of time, additional advances and notes, renewals and extensions of any note, the taking of further security, releasing security, extinguishment of the security interest as to all or any part of the secured interest as to all or any part of the collateral, or any other act except a release or discharge of the secured interest upon the full payment of the obligation secured by this agreement including charges, expenses, fees, costs and interest.

(b) **No Waiver or Estoppel.** Any failure by the Secured Party

to exercise any right set forth in this agreement shall not constitute a waiver thereof. Nothing in this agreement or in the obligations secured by it shall preclude any other remedy in law or equity, not inconsistent with the provisions of the Uniform Commercial Code, for the enforcement of this agreement or the payment in full of the obligations secured by it.

(c) Binding Nature of Agreement. This agreement shall bind the respective executors, administrators, distributees, successors and assigns of the Debtor and the Secured Party.

(d) The rights and duties of the parties under this agreement shall be governed by the laws of the State of Maryland.

This Security Agreement was signed this 23 day of June, 2020.

ATTEST:

[Signature]

LAB LEASING CO., INC.

[Signature] (SEAL)

By: *Daniel Shields*
President, Lab Leasing Co. Inc.
Debtor

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY

_____ (SEAL)
By: James Moran, President

Secured Party

Exhibit A

Lab Leasing Co., Inc. d/b/a Water Testing Labs of Maryland

Equipment	Description	Value
NexION 1000 ICP-MS	Inductive Coupled Plasma Mass Spectrometer. -Serial No. 815N0030201X	\$150,000



Queen Anne's County Public Schools

Preparing World-Class Students Through Everyday Excellence

June 17, 2020

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

Action

Dear Mr. Moran,

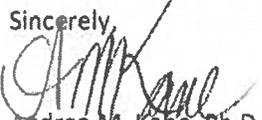
In accordance with Section 5-105(c) of the Annotated Code of Maryland, the Board of Education requests County Commissioner approval of an additional appropriation request of \$739,946 in restricted (grant) funding, for the period ending June 30, 2020.

Queen Anne's County Public Schools is the recipient of the Federal Education Stabilization Fund Program Elementary and Secondary School Emergency Relief (ESSER) Fund grant. These funds were allocated as part of the Federal CARES Act related to the current COVID-19 pandemic. The grant period is retroactive to March 13, 2020 and continues through September 30, 2022.

The purpose of the grant is to support local educational agencies (LEAs) with emergency relief funds to address the impact COVID-19 has had, and continues to have, on elementary and secondary schools. LEAs must provide equitable services to students and teachers in non-public schools as required under the CARES Act. LEAs can only use these funds allowable under section 18003(d) of Division B of the CARES Act. As part of this provision, LEAs are expected "...to the greatest extent practicable, continue to compensate its employees and contractors during the period of any disruptions or closures related to COVID-19..."

This request for the additional appropriation authority of \$739,946 in Federal restricted grants, for the period ending June 30, 2020 will increase the FY2020 Restricted Budget to \$8,116,411.

Thank you for your consideration in approving this request. If you need further information, please do not hesitate to contact me.

Sincerely,

Andrea M. Kane, Ph.D.
Superintendent

cc: Ms. Tamera Harper
Board of Education Members
Mr. Todd Mohn
Mr. Jonathan Seeman

202 Chesterfield Avenue * Centreville, MD 21617 * 410-758-2403 * qacps.org

6



Queen Anne's County Public Schools

Preparing World-Class Students Through Everyday Excellence

June 17, 2020

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

Action

Dear Mr. Moran,

In accordance with Section 5-105(b) of the Annotated Code of Maryland, the Board of Education requests County Commissioner approval of the transfers listed below between major state categories, for the period ending May 31, 2020.

Major Category: Transportation – Addition \$160,000

- Up through the school closure of March 13, 2020, QACPS experienced an increased costs of Special Education Student Transportation, including extended school year, driver overtime, school vehicle attendants, driver substitutes, and homeless transportation needs.

Major Category: Maintenance of Plant – Addition \$25,000

- Additional maintenance materials for repair of buildings for building modifications related to COVID-19.

Major Category: Health Services – Addition \$45,000

- Allocate budget for School Health Coordinator and additional Medical Supplies for school Health rooms for COVID-19 preparations.

Major Category: Instruction – Reduction (\$230,000)

- Savings from Substitute usage, Coaches and Teacher Mentor payments due to school closure.

Thank you for your consideration in approving this request. If you need further information, please do not hesitate to contact me.

Sincerely,

Andrea M. Kane, Ph.D.
Superintendent

cc: Ms. Tamera Harper
Board of Education Members
Mr. Todd Mohn
Mr. Jonathan Seeman



DISTRICT OFFICE
211 E. Water Street
Centreville, MD 21617
410-758-3136

DISTRICT SHOP
3002 Church Hill Road
Centreville, MD 21617
410-758-1694

TO: County Commissioners
County Administrator – Todd Mohn

ACTION ITEM

FROM: Donna K. Landis-Smith
Soil Conservation Aide 

DATE: July 14, 2020

RE: Rural Legacy Deed of Easement Amendment – Austin Reed and Margery Poitras

BACKGROUND

Grantors and Grantees are the parties to a *Deed of Conservation Easement* dated December 17, 2009 and recorded among the Land Records of Queen Anne's County (the **Land Records**) in Liber 1917, folio 10 (the **Original Easement**). The original Easement encumbers the 49.783 acre property owned by Grantors Austin Reed and Margery Poitras.

Article V.G. of the Original Easement provides that it:

. . . may only be amended by a written document that is executed by Grantors and Grantees, approved by the Rural Legacy Board and recorded among the land records of the appropriate jurisdiction for the Property; provided that any amendment shall not be inconsistent with the purpose of this Conservation Easement, shall not affect its perpetual duration and shall only be allowed if, in the opinion of Grantees, the amendment as a whole strengthens the conservation Terms of this Conservation Easement.

Article II.C of the Original Easement states that:

The division, partition or subdivision ("Division") of the Property into more than the one (1) existing parcel of land that constitutes the Property, for any purpose, is prohibited.

As authorized by the Original Easement, a subdivision plat of the Property entitled Minor Sliding Scale Subdivision of the Lands of Austin Reed & Margery P. Reed is recorded in the Land Records in Plat Book SM 41, page 9 in September 2009 (the **Original Subdivision Plat**);

The Original Subdivision Plat divided the Property into two (2) parcels; a "Lot 1" (47.783 acres, currently owned by Margery P. Poitras and Austin Reed - **Original Lot 1**) and a "Lot 2" (2.00 acres, currently owned by Austin Reed - **Original Lot 2**).

AMENDMENT TO THE DEED OF EASEMENT

Grantees have given approval for an amendment of the Original Subdivision Plat to provide the current lot lines of the Property be relocated to establish two (2) parcels approximately equal in size.

The Reconfigured Parcels are shown on a plat entitled Amendment (Relocation of Lot Lines) To Minor Sliding Scale Subdivision of the Lands of Austin Reed & Margery R. (Reed) Poitras which is recorded among the Queen Anne's County Land Records in Plat book KBH 48/ 84 A-B.

The Lot Lines Relocation Plat shows a "**Reconfigured Lot 1**" (24.891[±] acres) and a "**Reconfigured Lot 2**" (24.892[±] acres);

The Lot Lines Relocation Plat has been designed, and approved by the Queen Anne's County Department of Planning & Zoning, to strengthen the conservation terms of the Original Easement by 1) including afforestation on Reconfigured Lot 1 and Reconfigured Lot 2 in the area shown on Exhibit A; and 2) imposing a two acre building envelope on Reconfigured Lot 1 and on Reconfigured Lot 2.

MOTION: I MOVE TO APPROVE THE RURAL LEGACY DEED OF EASEMENT AMENDMENT AS PRESENTED.

*All SOG programs and services are offered on a nondiscriminatory basis
without regard to race, color, national origin, religion, sex, age, marital status or handicap*
CONSERVATION • DEVELOPMENT • SELF-GOVERNMENT

**FIRST AMENDMENT
TO
DEED OF CONSERVATION EASEMENT**

THIS FIRST AMENDMENT TO DEED OF CONSERVATION EASEMENT (this **First Amendment**) is made this ____ day of _____, 2020 by and between **AUSTIN REED** and **MARGERY P. POITRAS (formerly known as MARGERY P. REED)**, (collectively **Grantors**) and the **STATE OF MARYLAND** to the use of the **DEPARTMENT OF NATURAL RESOURCES**, and **QUEEN ANNE'S COUNTY**, (collectively **Grantees**).

Background

WHEREAS Grantors and Grantees are the parties to a *Deed of Conservation Easement* dated December 17, 2009 and recorded among the Land Records of Queen Anne's County (the **Land Records**) in Liber 1917, folio 10 (the **Original Easement**).

WHEREAS the Original Easement encumbers the 49.783 acre property owned by Grantors in the Third Election District of Queen Anne's County, Maryland (which is defined and described in the Original Easement, and which is referred to therein and herein as the **Property**);

WHEREAS Article V.G. of the Original Easement provides that it:

. . . may only be amended by a written document that is executed by Grantors and Grantees, approved by the Rural Legacy Board and recorded among the land records of the appropriate jurisdiction for the Property; provided that any amendment shall not be inconsistent with the purpose of this Conservation Easement, shall not affect its perpetual duration and shall only be allowed if, in the opinion of Grantees, the amendment as a whole strengthens the conservation Terms of this Conservation Easement. Proof of the Rural Legacy Board's approval shall accompany or be attached to said document.

WHEREAS Article II, B of the Original Easement states that:

No building, facility, means of access or other structure shall be constructed on the Property after the date of this Conservation Easement,

except the following which includes the existing structures listed in Exhibit C:

(1) Two (2) primary residences provided that one (1) primary residence shall be located on the first subdivided lot described as Lot 2 as shown on a lot survey recorded in the land records on September 22, 2009, in plat book SM 41, page 9 described as 2.00 acres, and as stipulated in Article II.C. of this Conservation Easement, and one (1) primary residence shall be on the second subdivided lot which shall be two (2) acres or the minimum size permitted by State and local government as stipulated in Article II.C of this Conservation Easement;

WHEREAS Article II.C of the Original Easement states that:

The division, partition or subdivision ("Division") of the Property into more than the one (1) existing parcel of land that constitutes the Property, for any purpose, is prohibited. The Property may not be consolidated into a larger parcel, and the boundary liens of the Property may not be adjusted.

Notwithstanding the above paragraph, with at least sixty (60) days written notice to Grantees, Grantors may divide or subdivide two (2) residential lots (plus the original parcel from which the two (2) residential lots were created) which may be separately owned, so long as the first subdivided lot is that lot described as Lot 2 as shown on a lot survey recorded in the land records on September 22, 2009, in plat book SM 41, page 9 described as 2.00 acres, and as stipulated in Article II.B.1 of this Conservation Easement, and the second subdivided lots is two (2) acres or the minimum size permitted by State and local government, and as stipulated in Article II.B.1 of this Conservation Easement.

WHEREAS as authorized by the Original Easement, a subdivision plat of the Property entitled *Minor Sliding Scale Subdivision of the Lands of Austin Reed & Margery P. Reed* is recorded in the Land Records in Plat Book SM 41, page 9 in September, 2009 (the **Original Subdivision Plat**);

WHEREAS the Original Subdivision Plat divided the Property into two (2) parcels; a "Lot 1" (47.783 acres, currently owned by Margery P. Poitras, formerly

Margery P. Reed - herein **Original Lot 1**) and a "Lot 2" (2.00 acres, currently owned by Austin Reed – herein **Original Lot 2**;

WHEREAS Grantees have given approval for an amendment of the Original Subdivision Plat to provide the current lot lines of the Property be relocated to establish two (2) parcels approximately equal in size (the **Reconfigured Parcels**);

WHEREAS the Reconfigured Parcels are shown on a plat entitled *Amendment (Relocation of Lot Lines) To Minor Sliding Scale Subdivision of the Lands of Austin Reed & Margery R. (Reed) Poitras* which is recorded among the Queen Anne's County Land Records in Plat book KBH 48/ 84 A-B (the **Lot Lines Relocation Plat**). A copy of the Lot Lines Relocation Plat is attached hereto as Exhibit A;

WHEREAS the Lot Lines Relocation Plat shows a "**Reconfigured Lot 1**" (24.891[±] acres) and a "**Reconfigured Lot 2**" (24.892[±] acres);

WHEREAS the Lot Lines Relocation Plat has been designed, and approved by the Queen Anne's County Department of Planning & Zoning, to strengthen the conservation terms of the Original Easement by 1) including afforestation on Reconfigured Lot 1 and Reconfigured Lot 2 in the area shown on Exhibit A; and 2) imposing a two acre building envelope on Reconfigured Lot 1 and on Reconfigured Lot 2; and

WHEREAS by this Amendment Grantors and Grantees are amending the Original Easement to include those matters set forth on the Lot Lines Relocation Plat.

Witnesseth

NOW, THEREFORE, Grantors and Grantees hereby declare that the Easement shall be and by this Amendment is hereby amended, and amended and restated in the manner hereinafter set forth, and in consideration of zero dollars (0.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Reconfiguration of Lots.** Article II. B (1) of the Easement is deleted in its entirety and substituted in lieu thereof is the following:

Reconfigured Lot 1. A primary residence and permitted accessory structures can be constructed on Reconfigured Lot 1 provided that it is located within the area shown as "Proposed 2.0 Ac[±] Building Envelope" on the Lot Lines Relocation Plat.

Reconfigured Lot 2. A primary residence (as exists now) and permitted accessory structures can be constructed on Reconfigured Lot 2 provided that it is located within the area shown as "Proposed 2.0 Ac[±] Building Envelope" on the Lot Lines Relocation Plat.

2. **No Subdivision.** Article II.C of the Original Easement is deleted in its entirety and substituted in lieu thereof is the following:

The division, partition or subdivision ("Division" of the Property into more than the two (2) existing parcels of land that constitutes the Property, for any purpose, is prohibited. The Property may not be consolidated into a larger parcel, and the boundary lines of the Property may not be adjusted.

3. **Supplemental Buffer Areas.** A new subsection 1.A of Article II.I is hereby added to the Original Easement following Article II.I.1. entitled "Forested Buffer Strip":

1A. Prior to December 31, 2020, Grantors will install additional fully forested buffer areas (the **Supplemental Buffer Areas**) which are shown on the Lot Lines Relocation Plat as "New Afforestation Areas". The New Afforestation Areas shall be maintained in the same fashion as is required for the "Woodland Areas" pursuant to Article II.H and Article II.I.

4. **Ratification.** Except as amended hereby, the terms, covenants and conditions of the Original Easement are ratified and affirmed.

IN WITNESS WHEREOF, Grantors and Grantees have hereunto set their hands and seals the day and year above written.

GRANTORS:

_____(SEAL)
Austin Reed

STATE OF MARYLAND, COUNTY of _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 20____, before me the subscriber, a Notary Public of the State aforesaid, personally appeared AUSTIN REED, known to me or satisfactorily proven) to be a Grantor of the foregoing First Amendment To Deed of Conservation Easement and acknowledged that he executed 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: _____

_____(SEAL)
Margery Poitras (formerly known as
Margery P. Reed)

STATE OF MARYLAND, COUNTY of _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 20____, before me the subscriber, a Notary Public of the State aforesaid, personally appeared MARGERY POITRAS, known to me or satisfactorily proven) to be a Grantor of the foregoing First Amendment To Deed of Conservation Easement and acknowledged that she executed 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: _____

GRANTEES:

STATE OF MARYLAND, TO THE USE OF THE
DEPARTMENT OF NATURAL RESOURCES

By: _____ (SEAL)
Philip R. Hager, Assistant Secretary

THE COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY

BY: _____ (SEAL) DATE: _____
James J. Moran
President

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice law in the State of Maryland.

Philip W. Hoon

Approved as to legal form and sufficiency this ____ day of _____, 20____.
"Approved" means the document meets the legal requirements for a deed of easement; it does not mean approval or disapproval of the transaction.

By: _____
Roger H. Medoff
Assistant Attorney General



KENT NARROWS WATERFRONT
Kent Narrows Development Foundation
425 Piney Narrows Drive
Chester, MD 21619

June 24, 2020

ACTION ITEM

To: Commissioners, Queen Anne's County
Jonathan Seeman, Queen Anne's County Finance and IT

From: Jody Schulz, Chair, Kent Narrows Development Fund

RE: KNDF Transfer from 570 Fund

The Kent Narrows Developing Foundation request's a draw of \$35,000 from the 570 Fund to cover general administrative costs the costs associated with the 2020 programs as articulated in the KNDF Community Plan and for continued efforts to work with the County to update the Comprehensive Plan.

Cc: Todd Mohn, Queen Anne's County
Victoria Hoffman, KNDF
Georgeanna Windley
Pat Worns, KNDF

Motion: I move to approve the KNDF request to draw \$35,000 from the 570 Fund to cover general administrative costs associated with the 2020 programs as articulated in the KNDF Community Plan and for continued efforts to work with the County to update the Comprehensive Plan.



**Queen
Anne's
County**

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

The Liberty Building
107 North Liberty Street
Centreville, Maryland 21617

Telephone: (410) 758-4064
Fax: (410) 758-3036

County Commissioners:

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

County Administrator: Todd R. Mohn
Director, Budget, Finance and IT: Jonathan R. Seeman
Chief Treasury Officer: Jeffrey A. Rank
Information Technology Manager: Megan DelGaudio

MEMORANDUM

DATE: July 14, 2020

TO: County Commissioners

CC: Todd Mohn, County Administrator

FROM: Jonathan R. Seeman, Director

RE: Budget Amendment, County Departmental Savings

ACTION ITEM

The FY2021 Approved budget, representing about a 2% reduction below the FY20 budget, included several actions to reduce spending in line with projected revenues. One of the reductions represented \$600,000 in savings from County departments. The savings, unspecified at the time of budget adoption, are presented in the attached Budget Amendment. We asked departments to identify reductions, and what is presented here are selected from their submissions. We have attempted to identify savings with the least impact on County citizens and services.

The savings total \$321,265. There are other savings to be achieved from the Department of Aging because of subsequent federal grant awards, however the full revenue and fiscal impacts for FY2021 are not completely determined, so these additional savings will be presented later in the fiscal year. This will allow the total savings of \$600,000 to be achieved.

The savings are on the attachment, along with the Budget Amendment.

Thank you for your attention to this matter.

Motion: I move to approve Budget Amendment CC-1.

Entered By _____

**QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY 2021**

Description of expenditure/revenue accounts to inc/(dec):	Fund	Project	Account	Increase (Decrease) Amount
decrease General Fund - Recreation Program Supplies & Materials	100	141000	6200	\$ (10,000)
decrease General Fund - Parks Repairs - Buildings/Ground	100	142000	6310	\$ (18,000)
decrease General Fund - Parks Overtime	100	142000	4004	\$ (6,000)
decrease General Fund - DES EMS Training Expense	100	110530	8045	\$ (10,000)
decrease General Fund - DES EMS Medical Supplies	100	110530	6510	\$ (10,000)
decrease General Fund - DES Communications Training Expense	100	110540	8045	\$ (8,865)
decrease General Fund - DES Special Ops Local Emerg. Planning Com	100	110520	8817	\$ (4,500)
decrease General Fund - DES Special Ops Local Emerg. Planning Com	100	110520	8817	\$ (6,500)
decrease General Fund - DES Support Services Repairs - Equipment	100	110545	5210	\$ (15,000)
decrease General Fund - DES Support Services Data Processing	100	110545	6065	\$ (10,000)
decrease General Fund - DES Admin Office Supplies	100	110560	6055	\$ (10,000)
decrease General Fund - IT Main. Agreements	100	105730	5435	\$ (22,400)
decrease General Fund - Planning & Zoning Regular Salaries	100	105620	4003	\$ (21,815)
decrease General Fund - Planning & Zoning Social Security	100	105620	7100	\$ (1,733)
decrease General Fund - Planning & Zoning Health Insurance	100	105620	7200	\$ (3,834)
decrease General Fund - Planning & Zoning Pension	100	105620	7300	\$ (2,046)
decrease General Fund - Planning & Zoning WC	100	105620	7400	\$ (530)
decrease General Fund - Planning & Zoning Life Insurance	100	105620	7600	\$ (42)
decrease General Fund - DPW Solid Waste Repairs - Buildings/Ground	100	121040	6310	\$ (10,000)
decrease General Fund - Roads Admin Regular Salaries	100	123000	4003	\$ (20,540)
decrease General Fund - Roads Admin Social Security	100	123000	7100	\$ (1,598)
decrease General Fund - Roads Admin Health Insurance	100	123000	7200	\$ (2,692)
decrease General Fund - Roads Admin Pension	100	123000	7300	\$ (1,927)
decrease General Fund - Roads Admin WC	100	123000	7400	\$ (1,366)
decrease General Fund - Roads Admin Life Insurance	100	123000	7600	\$ (44)
decrease General Fund - Roads Main Regular Salaries	100	123100	4003	\$ (33,520)
decrease General Fund - Roads Main Social Security	100	123100	7100	\$ (2,829)
decrease General Fund - Roads Main Health Insurance	100	123100	7200	\$ (9,265)
decrease General Fund - Roads Main Pension	100	123100	7300	\$ (3,144)
decrease General Fund - Roads Main WC	100	123100	7400	\$ (4,109)
decrease General Fund - Roads Main Life Insurance	100	123100	7600	\$ (68)
decrease General Fund - Roads Shop Regular Salaries	100	123200	4003	\$ (12,148)
decrease General Fund - Roads Shop Social Security	100	123200	7100	\$ (1,007)
decrease General Fund - Roads Shop Health Insurance	100	123200	7200	\$ (3,146)
decrease General Fund - Roads Shop Pension	100	123200	7300	\$ (1,139)
decrease General Fund - Roads Shop WC	100	123200	7400	\$ (1,430)
decrease General Fund - Roads Shop Life Insurance	100	123200	7600	\$ (28)

CC-1

Date 7/6/2020

Entered By _____

**QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY 2021**

Description of expenditure/revenue accounts to incl/(dec):	Fund	Project	Account	Increase (Decrease) Amount
decrease General Fund - Roads Main Signs	100	123100	6520	\$ (10,000)
decrease General Fund - Roads Shop Diesel	100	123200	6415	\$ (20,000)
decrease General Fund - Roads Main Chemicals	100	123100	6700	\$ (10,000)
decrease General Fund - Roads Admin Consultants	100	123000	5200	\$ (10,000)
		Total Decrease in Expenses		\$ (321,265)
increase General Fund - Contingencies Contingencies	100	175000	6995	\$ 321,265

Justification:

To allocate budgeted Departmental Savings of \$321,265 (\$600,000 less \$278,735 Aging Transfer).

Additional amendment will be developed for Aging Transfer.

Requester printed Department: Brittany Moran, Finance

Requester signature & date: _____

Finance Director signature & date: _____

Approval & date: _____

[Handwritten Signature] 7/8/20

**FY21 Departmental Savings
Budget Amendment**

	<u>Account</u>	<u>Reduction Amount</u>
Recreation	Supplies	10,000
Parks	Buildings and Grounds	18,000
Parks	Overtime	6,000
DES-Emergency Medical	Training	10,000
DES-Emergency Medical	Medical Supplies	10,000
DES-Communications	Training	8,865
DES-Special Ops	Local Emergency Planning	4,500
DES-Special Ops	Planning process	6,500
DES-Support Services	Equipment repair	15,000
DES-Support Services	Data processing	10,000
DES-Admin	Supplies	10,000
IT	Maintenance	22,400
P & Z	Regular salaries	30,000
DPW Solid Waste	Repairs Buildings and Grounds	10,000
DPW Roads	Regular salaries	100,000
DPW Roads	Signs	10,000
DPW Roads	Diesel	20,000
DPW Roads	Chemicals	10,000
DPW Roads Admin	Consultants	<u>10,000</u>

TOTAL

321,265



Queen Anne's County

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY 10

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 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

To: County Commissioners
From: Vivian Swinson, Zoning Administrator
Subject: Property Lien's
Date: July 14, 2020

ACTION ITEM

- Map 59, Grid 7, Parcel 191, 308 Wye Harbor Drive, Queenstown (\$355.00)
Map 59A, Grid 9, Parcel 164, 6303 Main Street, Queenstown (\$220.00)
Map 5C, Grid 17, Parcel 134, 213 Fourth Street, Crumpton (\$350.00)
Map 05, Grid 1, Parcel 296, 216 Merganser Drive, Chestertown (\$400.00)

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 20-13 through 20-16 to place a lien on each of the properties listed in the County Zoning Administrator's memorandum dated July 14, 2020 for nuisance violations.

RESOLUTION 20-13

WHEREAS, The County Commissioners of Queen Anne's County are authorized under Section 1-104(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: 308 Wye Harbor Dr.
Queenstown, MD 21658

TAX MAP: 59 GRID: 7 PARCEL: 191 LOT: 8B TAX ID#: 1805036380

OWNER: Alfred E. Daywalt and Dorothy M. Daywalt

AMOUNT OF ASSESSMENT: \$255.00
ADMINISTRATIVE FEE: \$100.00

WITNESS, the hands and seals of the County Commissioners of Queen Anne's County this 14th
day of July, 2020.

ATTEST:

THE COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY



**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 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

To: County Commissioners

ACTION ITEM

From: Vivian J. Swinson
Zoning Administrator

Date: July 1, 2020

RE: Map 59, Grid 7, Parcel 191 (308 Wye Harbor Dr. Queenstown, MD 21658)

On May 22, 2020, 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 6303 Main St. Queenstown, MD 21658 in the amount of \$355.00.



**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 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

June 10, 2020

Mr. and Mrs. Alfred E. Drywalt
965 Generals Highway
Crownsville, MD 21032-1423

RE: Tax Map 59, Parcel 191 (308 Wye Harbor Dr. Queenstown, MD 21658) Grass

To Whom It May Concern:

Queen Anne's County hired an independent contractor to mow 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 \$255.00 bill, plus an administrative fee of \$100.00 for a **total of \$355.00**. 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. Thank you for your time in this matter.

Sincerely,

Joe Pippin
Zoning/Nuisance Inspector

check June 30th

Attachments: Invoice: Callahan's Lawn Care

Callahan's Lawn Care

**P.O. Box 241
Queenstown, MD 21658**

Invoice

DATE	INVOICE #
6/5/2020	7450

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

amount enclosed

--

			TERMS
ITEM	DESCRIPTION	SERVICED	AMOUNT
cut	308 Wye Harbor dr. cut overgrown lawn	5/22/2020	255.00
Thank you for your business.		Total	\$255.00



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

May 20, 2020

Mr. and Mrs. Alfred E. Daywalt
965 Generals Highway
Crownsville, MD 21032-1423

RE: Tax Map 59, Parcel 191(308 Wye Harbor Dr. Queenstown, MD) Grass

To Whom It May Concern:

During an investigation of a nuisance complaint on your property, 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.*

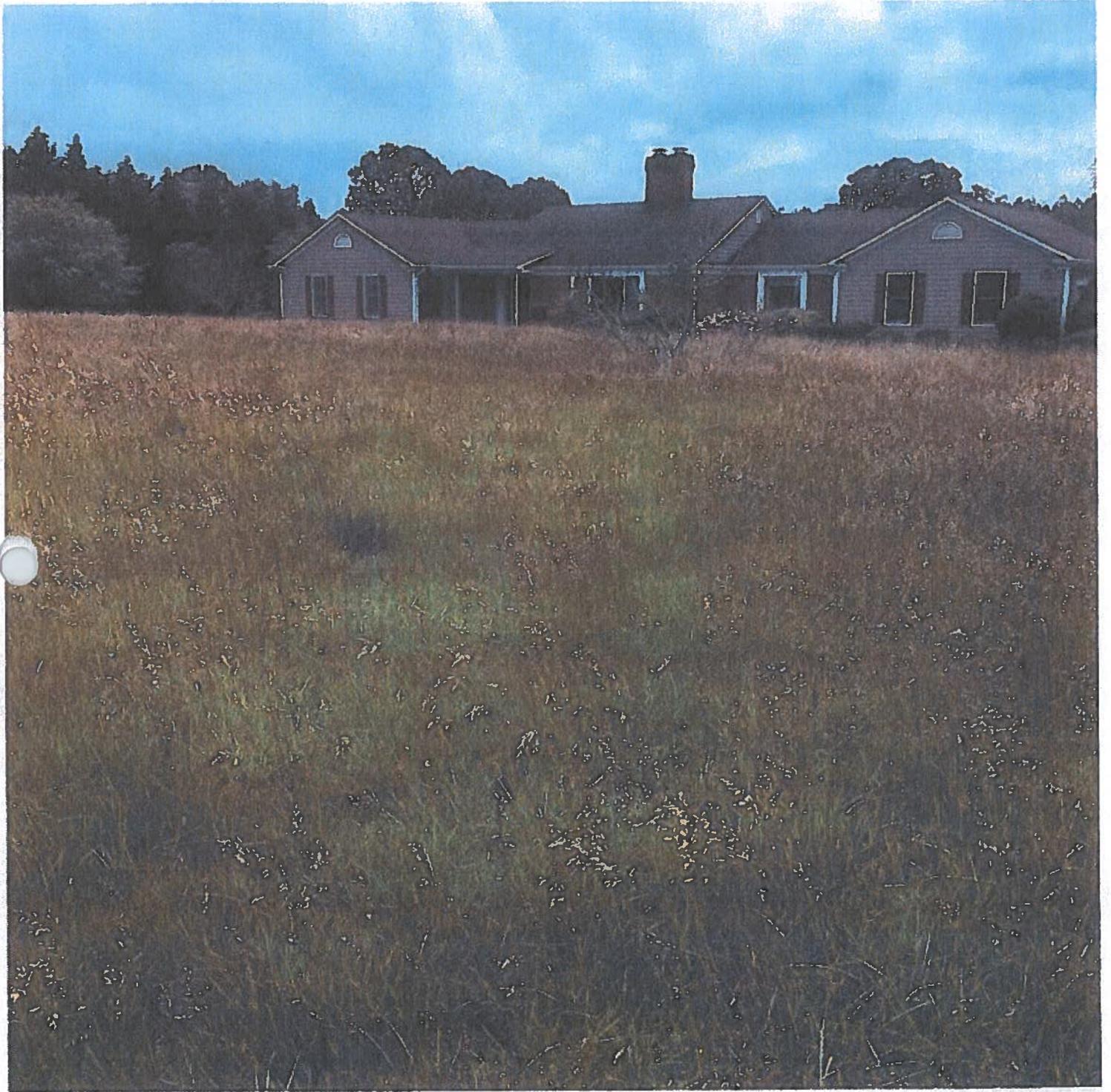
You have seven (7) days from the date of this letter to address the violation. You must mow the entire yard. If the grass is not cut, you may be issued a citation or Queen Anne's County may hire an independent contractor to cut the grass. Failure to pay the cost of the grass cutting within fifteen (15) 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,

Joe Pippin
Zoning and Nuisance Inspector

- check May 28th
- Not mowed. Ordered mowed. May 28th
- Waiting on invoice.



RESOLUTION 20-14

WHEREAS, The County Commissioners of Queen Anne's County are authorized under Section 1-104(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: 6303 Main St.
Queenstown, MD 21658

TAX MAP: 59A GRID: 9 PARCEL: 164 LOT: 3 TAX ID#: 1805031354

OWNER: Essie L. Stills, C/O Cecil L. Merritt

AMOUNT OF ASSESSMENT: \$120.00
ADMINISTRATIVE FEE: \$100.00

WITNESS, the hands and seals of the County Commissioners of Queen Anne's County this 14th day of July, 2020.

ATTEST:

THE COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY



**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 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

To: County Commissioners

ACTION ITEM

From: Vivian J. Swinson
Zoning Administrator

Date: July 1, 2020

RE: Map 59A, Grid 9, Parcel 164 (6303 Main St. Queenstown, MD 21658)

On May 23, 2020, 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 6303 Main St. Queenstown, MD 21658 in the amount of \$220.00.



*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

June 10, 2020

Essie L. Stills
C/O Cecil L. Merritt
P.O. Box 472
Grasonville, MD 21638

RE: Tax Map 59A, Parcel 164 (6303 Main St. Queenstown, MD 21658) Grass

To Whom It May Concern:

Queen Anne's County hired an independent contractor to mow 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 \$120.00 bill, plus an administrative fee of \$100.00 for a **total of \$220.00**. 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. Thank you for your time in this matter.

Sincerely,

Joe Pippin
Zoning/Nuisance Inspector

Attachments: Invoice: Callahan's Lawn Care

Callahan's Lawn Care

**P.O. Box 241
Queenstown, MD 21658**

Invoice

DATE	INVOICE #
6/5/2020	7454

amount enclosed

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

TERMS

ITEM	DESCRIPTION	SERVICED	AMOUNT
cut	6303 Main street cut overgrown lawn	5/23/2020	120.00
Thank you for your business.		Total	\$120.00

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



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

May 22, 2020

Essie L. Stills
C/O Cecil L. Merritt
P.O. Box 472
Grasonville, MD 21638

RE: Tax Map 059A, Parcel 0164 (6303 Main St. Queenstown, MD 21658) Grass

To Whom It May Concern:

During an investigation of a nuisance complaint on your property, 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. **You must mow the entire yard.** If the grass 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,

Joe Pippin
Zoning and Nuisance Inspector

- check May 29th
- Not mowed. Ordered mowed,
• Waiting on invoice.



RESOLUTION 20-15

WHEREAS, The County Commissioners of Queen Anne's County are authorized under Section 1-104(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: 213 Fourth Street
Crumpton, MD 21628

TAX MAP: 5C GRID:17 PARCEL:134 LOT: TAX ID#: 1807000804

OWNER: Ruth Ann & Granville H. Wilds Sr.

AMOUNT OF ASSESSMENT: \$250.00

ADMINISTRATIVE FEE: \$100.00

WITNESS, the hands and seals of the County Commissioners of Queen Anne's County this 14th day of July, 2020.

ATTEST:

THE COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY



**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

To: County Commissioners

ACTION ITEM

From: Vivian Swinson
Zoning Administrator

July 8, 2020

RE: Map 5C, Grid 17, Parcel 134 (213 Fourth Street, Crumpton MD 21628)

On June 12, 2020, 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 213 Fourth Street, Crumpton MD 21628 in the amount of \$350.00.

B & K Plant Farm & Landscaping, LLC

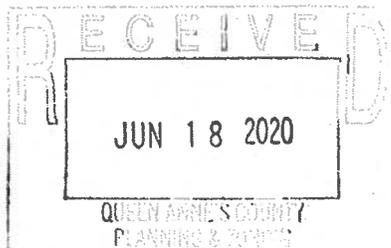
520 John Powell Road
Church Hill, MD 21623
410-778-4445

Invoice

Date	Invoice #
6/13/2020	4587

Bill To
Queen Anne's Co 110 Vincit St. Suite 104 Centreville, MD 21617

Description	Amount
6/12 Bush hogged & trimmed tall grass @ 213 Fourth St. Crumpton	250.00



Thank you for your business. Payment due 10 days from billing date.

Total

\$250.00



213 Fourth Street, Crumpton

6-4-20

KC

RESOLUTION 20-16

WHEREAS, The County Commissioners of Queen Anne's County are authorized under Section 1-104(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: 216 Merganser Drive,
Chestertown MD 21620

TAX MAP: 05, PARCEL: 296, LOT: 61, TAX ID#: 1807002645

OWNER: Nashielly Rodriguez Salazar

AMOUNT OF ASSESSMENT: \$300.00
ADMINISTRATIVE FEE: \$100.00

WITNESS, the hands and seals of the County Commissioners of Queen Anne's County this 14th
day of July, 2020.

ATTEST:

THE COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY



**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

To: County Commissioners

ACTION ITEM

From: Vivian Swinson
Zoning Administrator

July 7, 2020

RE: Map-05, Parcel- 296, Lot- 61 (216 Merganser Drive, Chestertown MD 21620)

On June 25, 2020, 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 216 Merganser Drive, Chestertown MD 21620 in the amount of \$400.00

B & K Plant Farm & Landscaping, LLC

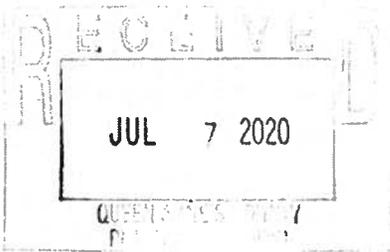
520 John Powell Road
Church Hill, MD 21623
410-778-4445

Invoice

Date	Invoice #
6/28/2020	4612

Bill To

Queen Anne's Co
110 Vincit St.
Suite 104
Centreville, MD 21617

Description	Amount
6/25 Bush hogged & trimmed tall weeds @ 216 Merganser Drive, Chestertown	300.00
	
Thank you for your business. Payment due 10 days from billing date.	Total \$300.00



216 Merganser Drive, Chester town

6-18-20



LARRY HOGAN
Governor
BOYD K. RUTHERFORD
Lt. Governor
KENNETH C. HOLT
Secretary

June 25, 2020

Dear County Leaders,

The Governor has asked me to respond to your letter dated June 10, 2020.

The Department of Housing and Community Development is in close and ongoing communication with our partners in local jurisdictions, nonprofits, and others in the housing industry to address the impacts of the COVID-19 crisis on all Marylanders. Secretary Holt is actively engaged with stakeholders to ascertain the total impact on the rental and housing markets, and the Department has been in communication with the court system to promote a gradual, responsible resumption of rental complaint court proceedings.

As the State of Maryland's Housing Finance Agency, the Department has been engaged with partners in the affordable housing community to support the stock of affordable and assisted rental housing in the state. We have worked with properties in our portfolio to allow them to access reserve funds and have permitted forbearance on Departmental debt obligations to provide cushion for rent delinquency revenue impacts and the increased expense of cleaning, disinfecting and other COVID-related expenses. The Department is also in the process of evaluating further CARES Act funding, and other state and federal sources to support and expand statewide rental relief programs and assist counties in their efforts to prevent eviction.

Recognizing the particular and significant risks to Marylanders experiencing or at risk of homelessness, at the start of the emergency, the Department took swift action to immediately ease restrictions on funding from the Homelessness Solutions Program, permitting local providers to rapidly move funds to decompress shelters through the quick placement of individuals into hotel and motel units. The Department has also streamlined the application process for the \$10.4 million in FY21 funding for the Homelessness Solutions Program and are in the process of doing the same for an additional \$14.7 million in Emergency Solutions Grant program funds, so that they may be deployed as quickly as possible into the non-entitlement areas of the state that are administered by the agency.

For homeowners experiencing hardship, the department supports the activities of a network of housing counseling agencies with expertise assisting households at risk of foreclosure. Even in the midst of this crisis, the Maryland Mortgage Program (MMP) has continued to provide reliable mortgage products to home buyers. This program serves as a bedrock of stability when the mortgage market is uncertain and vulnerable. For existing MMP borrowers experiencing hardship, the Department has provided options to help them maintain their homeownership, including forbearance, deferment, and loan modifications.

I hope this response addresses your concerns. If you have any further questions, please feel free to contact my office.

Sincerely,

A handwritten signature in black ink that reads "Kenneth C. Holt".

Kenneth Holt
Secretary



MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
7800 HARKINS RD • LANHAM, MD 20706 • DHCD.MARYLAND.GOV
301-429-7400 • 1-800-756-0119 • TTY/RELAY 711 or 1-800-735-2258



MARYLAND DEPARTMENT OF THE ENVIRONMENT

WATER AND SCIENCE ADMINISTRATION

Notice of Application Received for State Permit
and Opportunity for Hearing

Issue Date: June 26, 2020 in The Record Observer

The Water and Science Administration (Administration) is reviewing the applications for the State Permits listed below. The application and related information are on file at the Administration; arrangements may be made for inspection and copying. Opportunity is afforded individuals to provide written comments, to request a public informational hearing or to be placed on an interested persons list for the listed application. Any further notices about actions on an application will be provided only by mail to those individuals on a mailing list of interested persons. Comments or requests for an informational hearing must be received in writing by the Administration on or before July 10, 2020. All inquiries and requests should include the permit application number; your name, address and telephone number; and should be addressed to John Grace, Chief, Source Protection and Appropriation Division, Water and Science Administration, 1800 Washington Blvd., Baltimore, Maryland 21230. Telephone: (410) 537-3590.

QUEEN ANNE'S COUNTY

QA2019G009/01 Pippin, LLC, c/o Olin Pippin 1021 Ruthsburg Road, Centreville, Queen Anne's County, MD 21617 has applied 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 3 miles southeast of Church Hill, Queen Anne's County, Maryland.

The irrigation wells will be constructed to an estimated depth of 70 feet in the Columbia aquifer. Impacts to the resource and nearby users were evaluated using data from geological reports and investigations available to the Administration. The results indicate that pumping during periods of maximum water use (785,600 gpd) may lower the water table less than 5 feet at a distance of about 500 feet away (nearest property line) from the well. The model is based on a single well pumping at the maximum withdrawal rate of 785,600 gpd for 60 days with no recharge to the aquifer. No unreasonable impacts to other users of the resource are anticipated.

3

QUEEN ANNE'S COUNTY PLUMBING & HVAC BOARD
February 27, 2020

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

ABSENT: Tim Wilson

GUEST: Lawrence Gannon

The meeting was called to order at 9:10 a.m.

A motion was made by Rocky Jones to approve the January minutes as sent; this was seconded by Mike Bozek and approved by all.

SANITARY DISTRICT: Lawrence gave an update on the SKI Project, as of January 31, 2020 there are 569 tanks in the ground, with 237 existing houses connected and 20 new houses connected. To make the process more efficient, before they start setting tanks in Tower Gardens, they will require a 100 of the property release forms to be in. Queen Anne Colony is schedule to start in 2024. More information can be found on "Skisewer.com"

HEALTH DEPARTMENT: John Nickerson stated he has almost 100 perc test for the season. He also stated the Environmental Health Directors group will not support the Bill requiring a State Septic License, but will support a Bill for a State License for those people evaluating septic systems for real estate transactions.

CLERK: Stated she has started mailing out backflow reminder notices. Years 1999-2009 have been sent out. One issue slowing down the process is that the Clerk has been trying to up date the owner's information before mailing, and there are currently 1,800 files in the system. The Clerk also stated she has processed 240 permits since the first of the year.

Being no further business the meeting adjourned at 10:00 a.m.

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

Michael Sipes, President

Cindy Gadow

Cindy Gadow, Clerk

Queen Anne's County Plumbing Board Report
March 2020

Jobs per District

First District	3
Second District	5
Third District	9
Fourth District	95
Fifth District	10
Sixth District	2
Seventh District	8
<hr/>	
Total	132

Type of Construction

New Homes	21
Addition	1
Renovation/Alteration	15
Gas	21
Modular/Double-Wide	3
Trailer	1
HVAC	35
Backflow	34
Commercial	0
Farm Building	1
Replacement	0
<hr/>	
Total	132

Administrative Fee:	98 @ \$ 10.00 = \$ 980.00
Public Sewer Connection Permit:	0 @ \$ 50.00 = \$ 0.00
Public Water Connection Permit:	0 @ \$ 50.00 = \$ 0.00
Mechanical Permit:	35 @ = \$ 1,950.00
Plumbing Permit:	42 @ = \$ 3,490.00
Gas Permit:	21 @ \$ 50.00 = \$ 1,050.00
Re-Inspection Fees:	0 @ \$ 0.00 = \$ 0.00

Fees From Permits: \$ 7,470.00

Backflow Test and Maintenance Forms:	30 @ \$ 25.00 = \$ 750.00
	4 @ \$ 0.00 = \$ 0.00

Fees From Backflow: \$ 750.00

Master HVACR (HM):	3 @ \$ 30.00 = \$ 90.00
Master HVACR (HM):	1 @ \$ 3,000.00 = \$ 3,000.00
Master Plumber Non-Resident (PN):	1 @ \$ 50.00 = \$ 50.00
Master Plumber Non-Resident (PN):	4 @ \$ 100.00 = \$ 400.00
Uninsured Gas Fitter (GJ):	2 @ \$ 30.00 = \$ 60.00

Fees From Licenses: \$ 3,600.00

Credit Card Refund:	1 @ \$ -90.00 = \$ -90.00
Credit Card Refund:	1 @ \$ -60.00 = \$ -60.00

Refunds: \$ -150.00

Administrative Fees (this month):	\$ 980.00
Middle Dept. Permits (75% this month):	\$ 4,867.50
Q.A. County Permits (25% this month):	\$ 1,622.50
Refunds (this month):	\$ -150.00

Administrative Fee Revenue (07/01/2019 - 03/31/2020):	\$ 8,090.00
Q.A. County License Revenue (07/01/2019 - 03/31/2020):	\$ 10,860.00
MDIA Permit Revenue (07/01/2019 - 03/31/2020):	\$ 47,274.79
Q.A. County Permit Revenue (07/01/2019 - 03/31/2020):	\$ 15,758.26
Q.A. County Backflow Forms (07/01/2019 - 03/31/2020):	\$ 5,025.00
Refunds (07/01/2019 - 03/31/2020):	\$ -240.00

Total Revenue (07/01/2019 - 03/31/2020): \$ 86,768.05

Queen Anne's County Plumbing Board Report
April 2020

<u>Jobs per District</u>		<u>Type of Construction</u>	
First District	2	New Homes	14
Second District	4	Addition	1
Third District	7	Renovation/Alteration	7
Fourth District	61	Gas	29
Fifth District	7	Modular/Double-Wide	0
Sixth District	6	Trailer	0
Seventh District	4	HVAC	25
<hr/>		Backflow	14
Total	91	Commercial	1
		Farm Building	0
		Replacement	0
		<hr/>	
		Total	91

Administrative Fee:	77 @ \$ 10.00 = \$ 770.00
Public Sewer Connection Permit:	0 @ \$ 50.00 = \$ 0.00.
Public Water Connection Permit:	0 @ \$ 50.00 = \$ 0.00
Mechanical Permit:	25 @ = \$ 1,375.00
Plumbing Permit:	23 @ = \$ 2,205.00
Gas Permit:	29 @ \$ 50.00 = \$ 1,450.00
Re-Inspection Fees:	0 @ \$ 0.00 = \$ 0.00

Fees From Permits: \$ 5,800.00

Backflow Test and Maintenance Forms:	14 @ \$ 25.00 = \$ 350.00
	0 @ \$ 0.00 = \$ 0.00

Fees From Backflow: \$ 350.00

Master HVACR (HM):	2 @ \$ 30.00 = \$ 60.00
Master Plumber Non-Resident (PN):	2 @ \$ 100.00 = \$ 200.00
Septic Installer Resident (SR):	1 @ \$ 100.00 = \$ 100.00

Fees From Licenses: \$ 360.00

No Refunds were issued during this period.

Administrative Fees (this month):	\$ 770.00
Middle Dept. Permits (75% this month):	\$ 3,772.50
Q.A. County Permits (25% this month):	\$ 1,257.50
Refunds (this month):	\$ 0.00

Administrative Fee Revenue (07/01/2019 - 04/30/2020):	\$ 8,860.00
Q.A. County License Revenue (07/01/2019 - 04/30/2020):	\$ 11,220.00
MDIA Permit Revenue (07/01/2019 - 04/30/2020):	\$ 51,047.29
Q.A. County Permit Revenue (07/01/2019 - 04/30/2020):	\$ 17,015.76
Q.A. County Backflow Forms (07/01/2019 - 04/30/2020):	\$ 5,375.00
Refunds (07/01/2019 - 04/30/2020):	\$ -240.00

Total Revenue (07/01/2019 - 04/30/2020): \$ 93,278.05

Queen Anne's County Plumbing Board Report
May 2020

Jobs per District

First District	0
Second District	7
Third District	6
Fourth District	47
Fifth District	11
Sixth District	3
Seventh District	5
<hr/>	
Total	79

Type of Construction

New Homes	12
Addition	2
Renovation/Alteration	6
Gas	11
Modular/Double-Wide	0
Trailer	0
HVAC	25
Backflow	17
Commercial	6
Farm Building	0
Replacement	0
<hr/>	
Total	79

Administrative Fee:	62 @ \$ 10.00 = \$ 620.00
Public Sewer Connection Permit:	0 @ \$ 50.00 = \$ 0.00
Public Water Connection Permit:	0 @ \$ 50.00 = \$ 0.00
Mechanical Permit:	25 @ = \$ 1,253.93
Plumbing Permit:	26 @ = \$ 2,125.00
Gas Permit:	11 @ \$ 50.00 = \$ 550.00
Re-Inspection Fees:	0 @ \$ 0.00 = \$ 0.00

Fees From Permits: \$ 4,548.93

Backflow Test and Maintenance Forms:	17 @ \$ 25.00 = \$ 425.00
	0 @ \$ 0.00 = \$ 0.00

Fees From Backflow: \$ 425.00

Master HVACR (HM):	3 @ \$ 30.00 = \$ 90.00
Master Plumber Non-Resident (PN):	3 @ \$ 100.00 = \$ 300.00
Master Restricted HVACR (HR):	1 @ \$ 30.00 = \$ 30.00
Septage Hauler (SH):	1 @ \$ 25.00 = \$ 25.00
Septic Installer Non-Resident (SN):	3 @ \$ 100.00 = \$ 300.00

Fees From Licenses: \$ 745.00

No Refunds were issued during this period.

Administrative Fees (this month):	\$ 620.00
Middle Dept. Permits (75% this month):	\$ 2,946.70
Q.A. County Permits (25% this month):	\$ 982.23
Refunds (this month):	\$ 0.00

Administrative Fee Revenue (07/01/2019 - 05/31/2020):	\$ 9,480.00
Q.A. County License Revenue (07/01/2019 - 05/31/2020):	\$ 11,965.00
MDIA Permit Revenue (07/01/2019 - 05/31/2020):	\$ 53,993.99
Q.A. County Permit Revenue (07/01/2019 - 05/31/2020):	\$ 17,998.00
Q.A. County Backflow Forms (07/01/2019 - 05/31/2020):	\$ 5,800.00
Refunds (07/01/2019 - 05/31/2020):	\$ -240.00

Total Revenue (07/01/2019 - 05/31/2020): \$ 98,996.98

NOTIFICATION FORM TO ADJACENT PROPERTY OWNERS

In accordance with County regulations, property owners that are adjacent to a property, the local Volunteer Fire Departments and the Fire and EMS Commission that has submitted an application to the Planning Department for subdivision or site plan approval must be notified in writing prior to the submittal of the application to the County.

The application will be submitted to the Planning Department on 7/1/2020

Applicants Name: Land Bridge, LLC

Project Name: Living Water Lutheran Church/American Legion Post 278 line revision

Contact Person (if applicant is a corporation): Lindsay Dixon

Applicants Address: P.O. Box 1118

Stevensville, MD 21666

If the property owner is not the same as the applicant listed above provide the following:

Property Owners Name: Living Water Lutheran Church & American Legion Post 278

Property Owners Address: c/o Lindsay Dixon, P.O. Box 1118

Stevensville, MD 21666

Applicant's Agent (surveyor/engineer): Lane Engineering, LLC

Agent's Address: 354 Pennsylvania Avenue

Centreville, MD 21617

Agent's Phone No.: 410-758-2095

Location of Property subject to the application:

Map: 56 Block: 15 Parcel: 176 & 38 Lot:

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

732 Romancoke Road, Stevensville, MD 21666

Description of the proposed application(s) to be submitted:

Administrative Subdivision to revise property lines between Parcel 38 & Parcel 176, transferring 0.029 acres from Parcel 38 to Parcel 176

This is just a notification and does not require a response. All applications are public information once submitted and can be reviewed at the Department of Planning & Zoning at 160 Coursevall Drive, in Centreville during regular business hours from 8 am – 4:30 pm. Please see attached map for directions to the Department of Planning & Zoning.

COMMISSIONER'S OFFICE
JUL 6 '20 PM1:51

GENERAL REFERENCE INFORMATION

The Following is General Reference Information for Terms That May Appear in the Notification Form

APPLICANT

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

ADMINISTRATIVE SUBDIVISION

Administrative Subdivision is a subdivision 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. All Administrative subdivisions are approved by the Planning Director administratively and do not require approval by the Planning Commission.

MINOR SUBDIVISION

A minor subdivision is the creation of 5 or less new 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

A major subdivision is the creation of more than 5 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

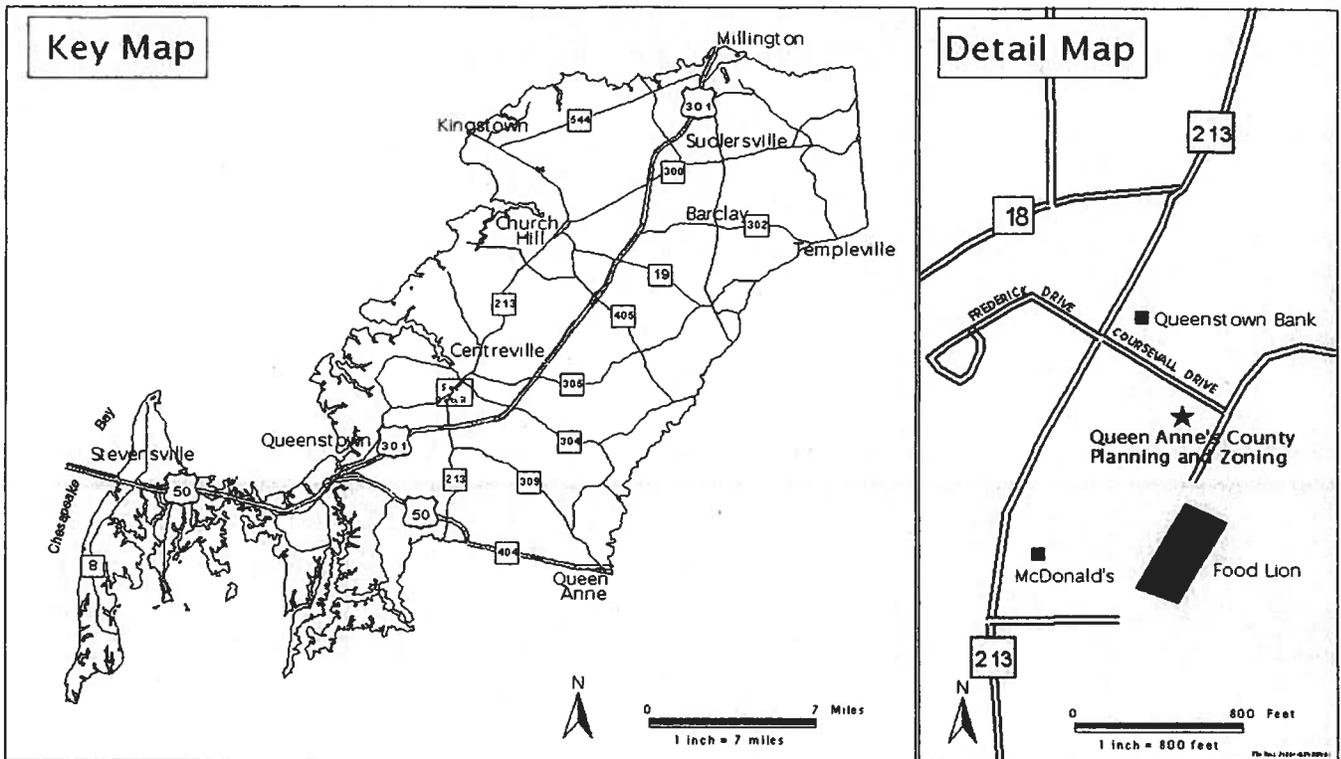
A minor site plan is required for all new nonresidential freestanding buildings and additions to existing buildings under 10,000 sq. feet. A minor site plan is also required for multi-family housing, such as townhomes, apartments or condominiums, with 5 or less dwelling units.

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

A 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.



Directions:

From Kent Island:

- Take US 50/301 East towards Easton
- Merge left onto US 301 N at the US 50/301 split in Queenstown
- Exit at Route 213 N towards Centreville
- Proceed approximately 1.25 miles on Rt. 213 N and turn right on Coursevall Drive.
- Queen Anne's County Planning office is the second building on the right - 160 Coursevall Drive

From Wye Mills:

- Take Route 213 N towards Centreville
- Proceed approximately 5.5 miles on Rt. 213 N and turn right on Coursevall Drive.
- Queen Anne's County Planning office is the second building on the right - 160 Coursevall Drive

From Millington:

- Take Route 213 S towards Centreville
- Turn left on Coursevall Drive.
- Queen Anne's County Planning office is the second building on the right - 160 Coursevall Drive

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

COMMISSIONER'S OFFICE
JUN 22 '20 PM2:00

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 6/18/2020.

Identification of Property:

Tax Map: 56 Block: — Parcel: 161 Lot: —

Property Address:

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

106 Love Point Road
Stevensville 21666

Intent and purpose of the proposed development to be submitted:

Amend previously approved Minor Site Plan to show
proposed and future floor area of 5,780 SF total.

Applicant Information:

Applicant(s) Name: Jared D. Stuart
Project Name: Jared D. Stuart + Erica J. Stuart
Applicant(s) Address: 134 Henry Stoupe Way Chester 21619
Applicant Phone/Email: stuartcontractors@gmail.com
Applicant's Agent: McCrone (Steve Layden)
Agent's Address: 320 Pennsylvania Ave. Centreville 21617
Agent's Phone/Email: Slayden@mcCrone-engineering.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.

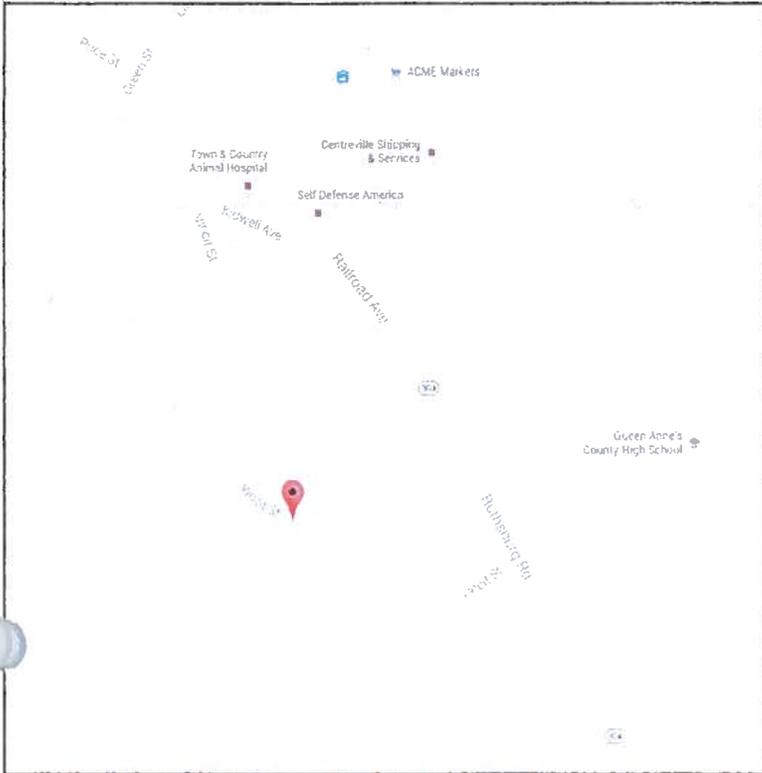
Major Subdivision is the creation of more than 8 lots on a tract of land since 1987 when the current zoning ordinance was created. A major subdivision is approved by the Planning Commission during an open public meeting. The property will be posted with the time and place of the meeting 10 days prior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

Directions to Planning & Zoning

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



From West:

Take US 301/50 E to US 301 N to MD 213 N into Centreville. Stay left onto S Commerce Street and turn R onto Kidwell Avenue then turn R onto Vincit Street.

From North/East:

Take US 301 S to MD 304/Ruthsburg Road N and then turn L onto Vincit Street.

From South:

Take US 50 W to MD 213 N into Centreville. Follow West directions once in Centreville.







PINEY NARROWS YACHT HAVEN

500 Piney Narrows Road

Chester, MD 21619

410-643-6600

info@pineynarrowsyachthaven.com

6

Mr. Phil Dumenil, Commissioner
Queen Anne's County Commissioners
107 N. Liberty Street
Centreville, MD 21617

June 19, 2020

Dear Mr. Dumenil:

COMMISSIONER'S OFFICE
JUN 22 '20 PM3:22

This is a follow-up to our letter of November 18, 2019. Please see the picture of our property before the County removed all of the trees beside our property along Piney Narrows Road and replaced them with small bushes, many of which died soon after being planted. Conversely, as a County business, our facility is required plant trees with an established trunk diameter whenever we engage a bulkhead project or other permitted improvement to the property. We are now in the midst of completing our latest projects and we will once again conclude the work with the planting of trees. We are happy to include the trees, albeit required, as we prepare to enjoy our new and improved areas.

Why isn't the County held to the same standard? We have 200 owners, taxpayers, voters in our facility. Would you or someone from the County please arrange to attend our next Board of Directors meeting and explain why our property along Piney Narrows Road has been left looking so terrible? The meeting date is Saturday, June 27, 2020 at 9 am. To date we have not received the courtesy of a reply to my letter sent last fall (November 18, 2019), copy enclosed. We would enjoy a reply so we can let our constituents know that someone at the County cares.

Respectfully yours,

Richard Sheffield, President
Piney Narrows Yacht Haven Condominium Association, Inc.

Encl. Photos

Cc: Chandlee, Woods, Mohn, Scozzari

104 Fox Trail
Centreville, MD 21617

November 18, 2019

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

Good Day Gentlemen

My name is Dick Sheffield and I am the President of the Board at Piney Narrows Marina. The owners at our condominium marina (250 plus) and myself are not happy with the way the front of our property was left after the water connection project.

We had established trees and bushes along our fence line. See picture I – This is what our property looked like before the water pipe construction project. The bushes were spaced between the walkway and the walking path. We trim the bushes down at the end of the growing season as we were told the county does not have fund for trimming. We do our part to help keep our property and roads looking respectable. (See picture II)

Please look at picture III – the bushes are about ten to twelve inches off the fence. If or when they grow up, how are we going to trim them?

Please look at Pictures III, IV, V. I don't know who on your staff would plunk trees in the ground with existing vegetation and very little mulch. They appear to be dead/dying.

Please visit our property at 500 Piney Narrows Road and look at the dead trees and bushes. I know Kmart had some bargain bushes - they were magnificent compared to what we got.

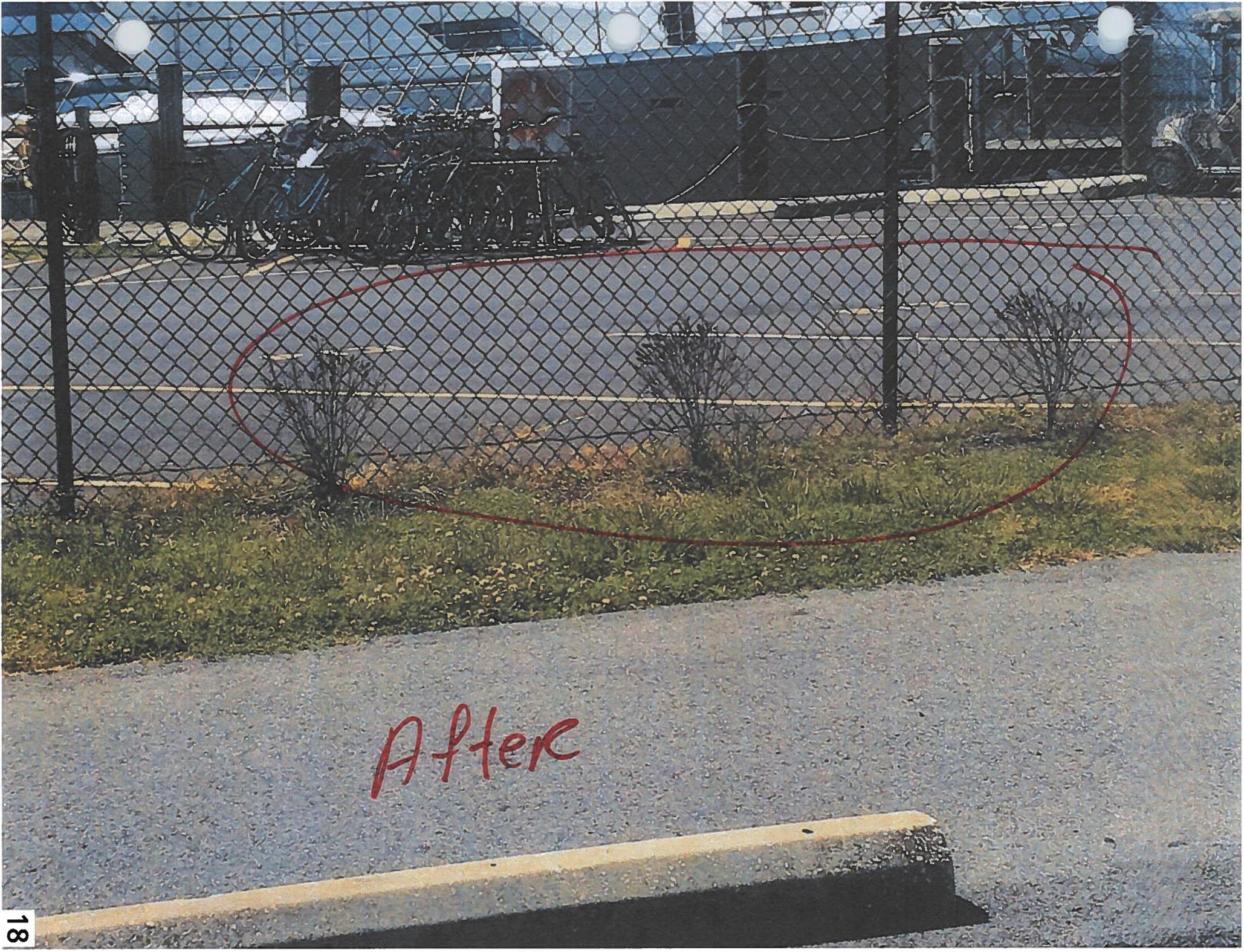
Regards,

Dick Sheffield
President, Piney Narrows Condominium Association

Copy: S. Chandlee



Be fore



After

After



After



After

SRF 42610
PackID: 50
MMLID: 8283943

Queen Anne's County Commisisoners
Patrick E. Thompson
102 St. Claire Place Suite 102
Stevensville MD 21666

Information

In re: Purdue Pharma L.P., et al.
Case No. 19-23649 (RDD)
United States Bankruptcy Court for the Southern District of New York

PRIME CLERK RECEIVED YOUR PROOF OF CLAIM

This serves as confirmation that the proof of claim form you submitted in connection with the Purdue Pharma L.P. jointly administered chapter 11 bankruptcy cases has been received by Prime Clerk LLC ("Prime Clerk") on 6/3/2020.

Your claim has been assigned claim number 24964.

Please do not discard this letter as you may need to refer to it in the future.

Note to Personal Injury Claimants:

Pursuant to an order entered by the United States Bankruptcy Court, all personal injury claimant proof of claim forms, and any supporting documentation submitted with such forms, shall remain highly confidential and shall not be made available to the public. If you submitted a personal injury proof of claim form and would like additional information about your claim, please call Prime Clerk at (844) 217-0912, send an inquiry to purduepharmainfo@primeclerk.com, or submit an inquiry or live chat with Prime Clerk through the case website at <https://restructuring.primeclerk.com/purduepharma>. Please have this letter with you when you call or submit your inquiry.

Note to Non-Personal Injury Claimants:

For further information regarding a submitted proof of claim form that is not a personal injury claimant proof of claim form, you may contact Prime Clerk via the above identified channels, or you may visit the claims page located at <https://restructuring.primeclerk.com/purduepharma/> to view the current status of your claim.

The processing of your claim by Prime Clerk and your receipt of this letter is not an acknowledgement of the validity, nature or amount of your claim.

SRF 42610
PackID: 51
MMLID: 8296771

Queen Anne's County Commissioners
Patrick E. Thompson
102 St. Claire Place Suite 102
Stevensville MD 21666

In re: Purdue Pharma L.P., et al.
Case No. 19-23649 (RDD)
United States Bankruptcy Court for the Southern District of New York

PRIME CLERK RECEIVED YOUR PROOF OF CLAIM

This serves as confirmation that the proof of claim form you submitted in connection with the Purdue Pharma L.P. jointly administered chapter 11 bankruptcy cases has been received by Prime Clerk LLC ("Prime Clerk") on 6/9/2020.

Your claim has been assigned claim number 29247 .

Please do not discard this letter as you may need to refer to it in the future.

Note to Personal Injury Claimants:

Pursuant to an order entered by the United States Bankruptcy Court, all personal injury claimant proof of claim forms, and any supporting documentation submitted with such forms, shall remain highly confidential and shall not be made available to the public. If you submitted a personal injury proof of claim form and would like additional information about your claim, please call Prime Clerk at (844) 217-0912, send an inquiry to purduepharmainfo@primeclerk.com, or submit an inquiry or live chat with Prime Clerk through the case website at <https://restructuring.primeclerk.com/purduepharma>. Please have this letter with you when you call or submit your inquiry.

Note to Non-Personal Injury Claimants:

For further information regarding a submitted proof of claim form that is not a personal injury claimant proof of claim form, you may contact Prime Clerk via the above identified channels, or you may visit the claims page located at <https://restructuring.primeclerk.com/purduepharma/> to view the current status of your claim.

The processing of your claim by Prime Clerk and your receipt of this letter is not an acknowledgement of the validity, nature or amount of your claim.

COUNTY ORDINANCE NO. 20-10

AN EMERGENCY BILL ENTITLED

AN ACT CONCERNING the Postponement of the 2020 Queen Anne's County Tax Sale;

FOR THE PURPOSE of delaying and postponing the 2020 Queen Anne's County Tax Sale until 2021; and generally addressing the date of the annual tax sale in Queen Anne's County.

BY AMENDING Section 5-2 of the Code of Public Local Laws of Queen Anne's County, Maryland.

SECTION I

BE IT ENACTED BY THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND, that Section 5-2 of the Code of Public Local Laws of Queen Anne's County, Maryland be and is hereby AMENDED to read as follows:

Chapter 5. County Finance

Article I. Tax Collector

§5-2. Date of tax sales.

- A. Tax sales under the provisions of the Tax-Property Article of the Annotated Code of Maryland shall be conducted on the third Tuesday of May in each year and shall be continued from day-to-day until completed.
- B. Notwithstanding the foregoing, the tax sale to be conducted in calendar year 2020 shall be postponed and the collector of taxes shall sell all properties on which the tax is in arrears on the regularly scheduled tax sale in 2021.

SECTION II

BE IT FURTHER ENACTED that this Ordinance shall be declared an Emergency Bill affecting the health, safety and welfare of the citizens of Queen Anne's County and shall, upon adoption by an affirmative vote of at least four-fifths of the total membership of the Board of County Commissioners, be effective immediately upon adoption.

INTRODUCED BY: Commissioner Moran

DATE: June 23, 2020

PUBLIC HEARING HELD: July 14, 2020 @ 5:55 pm

VOTE: Yea Nay

DATE OF ADOPTION:

EFFECTIVE DATE:

COUNTY ORDINANCE NO. 20-03

A BILL ENTITLED

AN ACT CONCERNING 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.

FOR THE PURPOSE of clarifying specific standards in the unincorporated areas of Queen Anne's County for the imposition and enforcement of development impact fees in Chapter 18:3-7 of the Code of Public Local Laws of Queen Anne's County, Maryland.

BY AMENDING Section 18:3-7 of the Code of Public Local Laws of Queen Anne's County, Maryland.

SECTION I

BE IT ENACTED BY THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND that Section 18:3-7 of the Code of Public Local Laws be and is hereby AMENDED to read as follows:

§ 18:3-7. Imposition and enforcement of development impact fees.

A. Unincorporated County.

(1) A building permit or zoning certificate shall not be issued by the County for a new development until either:

- a. The development impact fees required under this Chapter 18:3 have been calculated and paid; or
- b. The applicant for a building permit or zoning certificate has executed a promissory note and a Notice of Lien filed in the Land Records of Queen Anne's County obligating the applicant to pay required impact fees ~~upon the earlier of the following~~ as follows: 50% of the impact fee must be paid at time of building permit submittal; 25% paid at time of framing inspection (or third inspection); and 25% paid prior to time of final inspection.

~~[1] Within 18 months of the issuance of the building~~

~~permit or zoning certificate; or~~
~~[2] Upon issuance of the certificate of occupancy.~~
The Applicant shall pay a 3% administrative fee at the time of application.

(2) In no event shall a certificate of occupancy be issued unless the development impact fees required under this Chapter 18:3 have been paid. The amount of the development impact fee due is the amount of the fee in effect on the date of application for the building permit or zoning certificate.

B. Municipal corporations. Development impact fees on new development within municipal corporations shall be collected by the County prior to issuance of a building permit or zoning certificate as required by this Chapter 18:3. No municipal corporation shall issue a building permit or zoning certificate until the applicant demonstrates that all impact fees required by this Chapter 18:3 have been paid to the County.

C. Lien. In the event new development is undertaken without the payment of all applicable development impact fees, the unpaid development impact fees shall:

- (1) Be a lien against the site of development and a Notice of Lien may be filed in the Land Records of Queen Anne's County.
- (2) Be levied, collected, and enforced in the same manner as real property taxes imposed by the County; and
- (3) Have the same priority and bear the same interest and penalties as real property taxes.

D. Actions to recover. In the event a development impact fee is not paid as required by this Chapter 18:3, the County Attorney may institute an action to recover the fee and enjoin the use of the property until the fee is paid. The person who fails so to pay shall be responsible for the costs of such suit, including reasonable attorney's fees.

SECTION II

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

INTRODUCED BY: Commissioner Jack Wilson

DATE: March 10, 2020

PUBLIC HEARING HELD: June 23, 2020 @ 6 pm

VOTE: Yea Nay

DATE OF ADOPTION:

EFFECTIVE DATE:

COUNTY ORDINANCE NO. 20-05

A BILL ENTITLED

AN ACT CONCERNING lot width dimensions and other bulk standards for duplex units in Grasonville Neighborhood Commercial (GNC) and Grasonville Village Commercial (GVC).

FOR THE PURPOSE of making consistent Planned residential development standards outlined in § 18:1-36 with lot width dimensions and other bulk standards in GNC and GVC found in the Code of Public Local Laws of Queen Anne's County, Maryland.

BY AMENDING §18:1-32.D(2)(b)[5][b] and §18:1-33.D(2)(b)[5][b] of the Code of Public Local Laws of Queen Anne's County, Maryland.

SECTION I

BE IT ENACTED BY THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND that §18:1-32.D(2)(b)[5][b] and §18:1-33.D(2)(b)[5][b] of the Code of Public Local Laws be and is hereby AMENDED to read as follows:

Article V. District Standards

§18:1-32 Grasonville Neighborhood Commercial (GNC) District.

...

D. Development standards.

...

(2) Residential development standards

...

(b) Dimensional and bulk requirements.

...

[5] Minimum lot width.

[a] Single-family cluster: 50 feet.

[b] Multifamily: ~~50 feet.~~ See §18:1-36.

[c] Large-lot subdivision: 60 feet.

§18:1-33 Grasonville Village Commercial (GVC) District.

...

D. Development standards.

...

(2) Residential development standards

...

(b) Dimensional and bulk requirements.

...

[5] Minimum lot width.

[a] Single-family cluster: 50 feet.

[b] Multifamily: ~~50 feet.~~ See §18:1-36.

[c] Large-lot subdivision: 60 feet.

SECTION II

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

INTRODUCED BY: Commissioner Corchiarino

DATE: March 10, 2020

PUBLIC HEARING HELD: June 23, 2020 @ 6:05 pm

VOTE: _____ Nay _____

DATE OF ADOPTION: _____

EFFECTIVE DATE: _____

COUNTY ORDINANCE NO. 20-09

A BILL ENTITLED

AN ACT CONCERNING Carry Over of Vacation Leave;

FOR THE PURPOSE of revising the amount of vacation leave that may be carried over from calendar year to calendar year from 520 to 600 hours;

BY AMENDING Section 27-91 of the Code of Public Local Laws of Queen Anne's County, Maryland.

SECTION I

BE IT ENACTED BY THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND that Section 27-91 of the Code of Public Local Laws of Queen Anne's County be and is hereby AMENDED to read as follows:

§ 27-91 **Forms of leave.**

A. Vacation leave. In recognition of the fact that periods of time away from the workplace enhance long-term job performance, the County shall provide a paid vacation leave benefit to employees. Vacation leave may also be used for certain qualifying events or absences, but is primarily intended to provide employees with paid, nonduty time within which to pursue employee-selected recreational activities.

(1) Full-time employees serving a probationary period following initial appointment shall not be permitted to take vacation leave during the first six months of the probationary period unless the denial of such leave will create an undue hardship and upon application to and approval by the Director of Human Resources.

(2) Each full-time employee shall earn vacation leave on a monthly basis in accordance with the following schedule of total service:

(a) Fewer than five years: 96 hours per year. While employees shall accrue leave in accordance with this schedule from date of hire, they shall not be entitled to take any vacation leave during the first six months of employment. This leave accrual will not be shown on the employee pay stub/voucher until after the completion of the first six months of the probationary period. Should the employee separate employment prior to completion of the six months, this leave accrual is not payable to the employee.

(b) Five years but fewer than 10 years: 120 hours per year.

(c) Ten years but fewer than 20 years: 160 hours per year.

(d) Twenty or more years: 200 hours per year.

(3) No more than ~~520~~ 600 hours of vacation leave may be carried forward from calendar year to calendar year by any member of the classified or professional and executive services. At the end of each calendar year, employees shall forfeit all vacation leave in excess of ~~520~~ 600 hours of such leave.

(4) Vacation leave shall only be taken with the prior, written approval of the employee's appointing authority.

(5) An employee who is separated shall be paid for vacation leave accumulated to the date of separation, not to exceed a maximum of ~~520~~ 600 hours. Any advanced vacation leave owed the County shall be deducted from the employee's final compensation.

(6) The estate of an employee who dies while employed by the County shall be entitled to payment for all of the accumulated vacation leave credited to the employee's account.

(7) No employee shall take more than two consecutive weeks of his or her vacation at any one time except by approval of his or her appointing authority.

(8) Employees whose employment begins between the first and 15th of the month receive the full accrual for the month. However if the employment begins after the 15th of the month, the accrual begins the following month. Likewise for employees who separate employment; to receive the full accrual, the separation date must be past the 15th of the month to receive the accrual for that month.

SECTION II

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

INTRODUCED BY: Commissioner J. Wilson

DATE: June 9, 2020

PUBLIC HEARING HELD: June 23, 2020

VOTE: Yea Nay

DATE OF ADOPTION:

EFFECTIVE DATE: