



**COUNTY COMMISSIONERS SCHEDULE
TUESDAY, SEPTEMBER 8, 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. WORK SESSION
4:30 p.m.

Mr. Robbie Gill, YMCA CEO
Ms. Catherine R. Willis, Department of Community Services Director
"YMCA"

2. CLOSED SESSION
5:00 p.m.

Under Section 3-305b(1) of the General Provision Article
"Boards/Commissions"

3. 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 – August 25, 2020
- Sanitary Minutes – August 11, 2020
- Closed Session – August 25, 2020

Press and Public Comments**

4. NEW BUSINESS
5:35 p.m.

DEPARTMENT OF PUBLIC WORKS

Roads

1. Department of Public Works – July 29, 2020 Storage Building Bid
2. Deed of Dedication – Meadow's Edge

Sanitary

3. Public Works Agreements – Allocation Recapture – Request for Amendment – Time

Extension

4. 2011 Comprehensive Water and Sewerage Plan (CWSP) - Amendment 11-15 – Decision
- Stevensville Water Treatment Plant

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

1. Declaring Public Safety Telecommunicators Day
2. Pillar of the Month for September 2020 – Responsibility
3. QAC Area Agency on Aging – National Senior Center Month
4. Kent Narrows Marine – Revised Pedestrian Easement
5. Dudley’s Chapel Roof Replacement Application
6. Request to Pave Batts Neck Parking Lot

Documents:

- [09.08.2020DPW.pdf](#)
- [09.08.2020Action.pdf](#)
- [09.08.2020Coorespondence.pdf](#)

5. PRESENTATIONS

- 6:00 p.m. Dr. Joseph A. Ciotola, Jr. M.D., Health Officer
“COVID-19 Update”
- Ms. Heather Tinelli, Economic Development Director
“Fisherman’s Inn 90 Years Proclamation”
- Ms. Janet Salazar, QAC Library Executive Director
“Library Card Month Proclamation”
- Ms. Krista Pettit, Haven Ministries, Executive Director
“Haven Ministries, Inc. Update”
- Mr. Jesse Parks
Ms. Heather Tinelli, Economic Development Director
“EDC Update”

6. LEGISLATION

- Legislative Session
County Ordinance 20-08 - provisions for alcohol production facilities (to include distilleries) in the Agricultural and Countryside Districts in Queen Anne’s County, defining certain terms and correcting the definition of farm brewery (to be introduced)
- County Ordinance 20-12 - Timing of Response to Ethics Complaints by the Queen Anne’s County Ethics Commission (to be introduced)
- 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

MEMORANDUM

Date: September 8, 2020

ACTION ITEM

To: County Commissioners

From: R. Shane Moore, P.E.

Re: Department of Public Works – July 29, 2020 Storage Building Bid

The Department of Public Works Roads Division solicited bids for the demolition and reconstruction of the existing 80-foot by 100-foot steel frame/truss storage building located at the Route 301 DPW yard. It's currently in a state of disrepair with portions of the walls and foundation missing and all materials and equipment stored in the facility have been removed. The original manufacturing date of the steel frame building is unknown but it was disassembled from its original location in Centreville and reassembled in its current location in the 1970's.

The bid was structured with a base bid for demolition and reconstruction with three alternatives; Alternative 1 – Interior Lighting, Alternative 2 – Exterior Lighting and Alternative 3 – Concrete Floor. A total of nine bids were received. See the attached bid results. The selected low bidder is as follows.

<u>Company</u>	<u>Base Bid</u>	<u>Final Bid with Alternatives</u>
Bob Breeding General Contracting, LLC	\$285,065.00	\$322,783.85

Funding is available in the DPW Storage Building capital project as well as Department of Emergency Services Storage Building capital project which was funded through the CARES Program.

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

I move to award the bid of the construction of a Department of Public Works storage building in the amount of \$322,783.85 to Bob Breeding General Contracting of Denton, Md.

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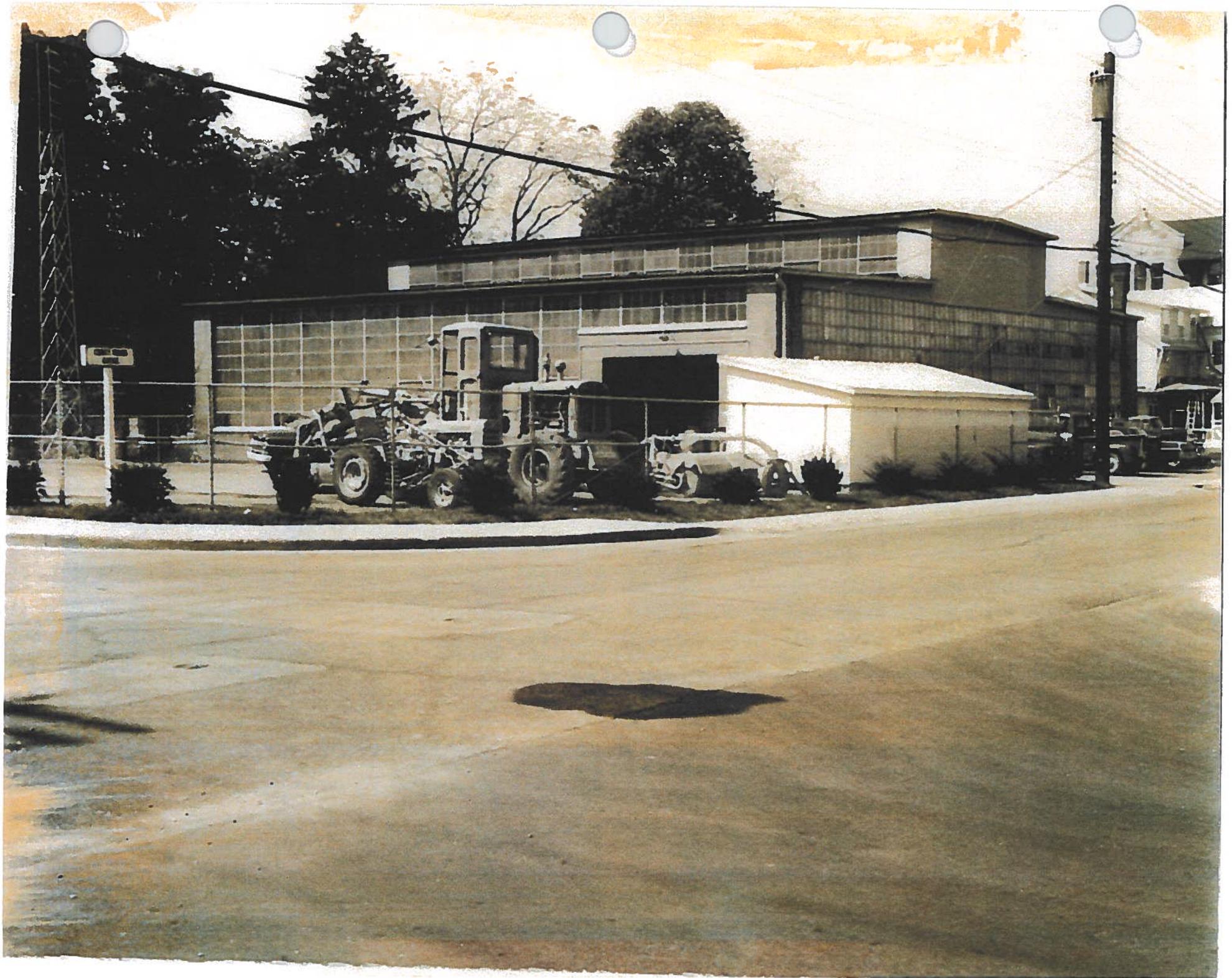
JULY 29, 2020 DPW STORAGE BUILDING BID

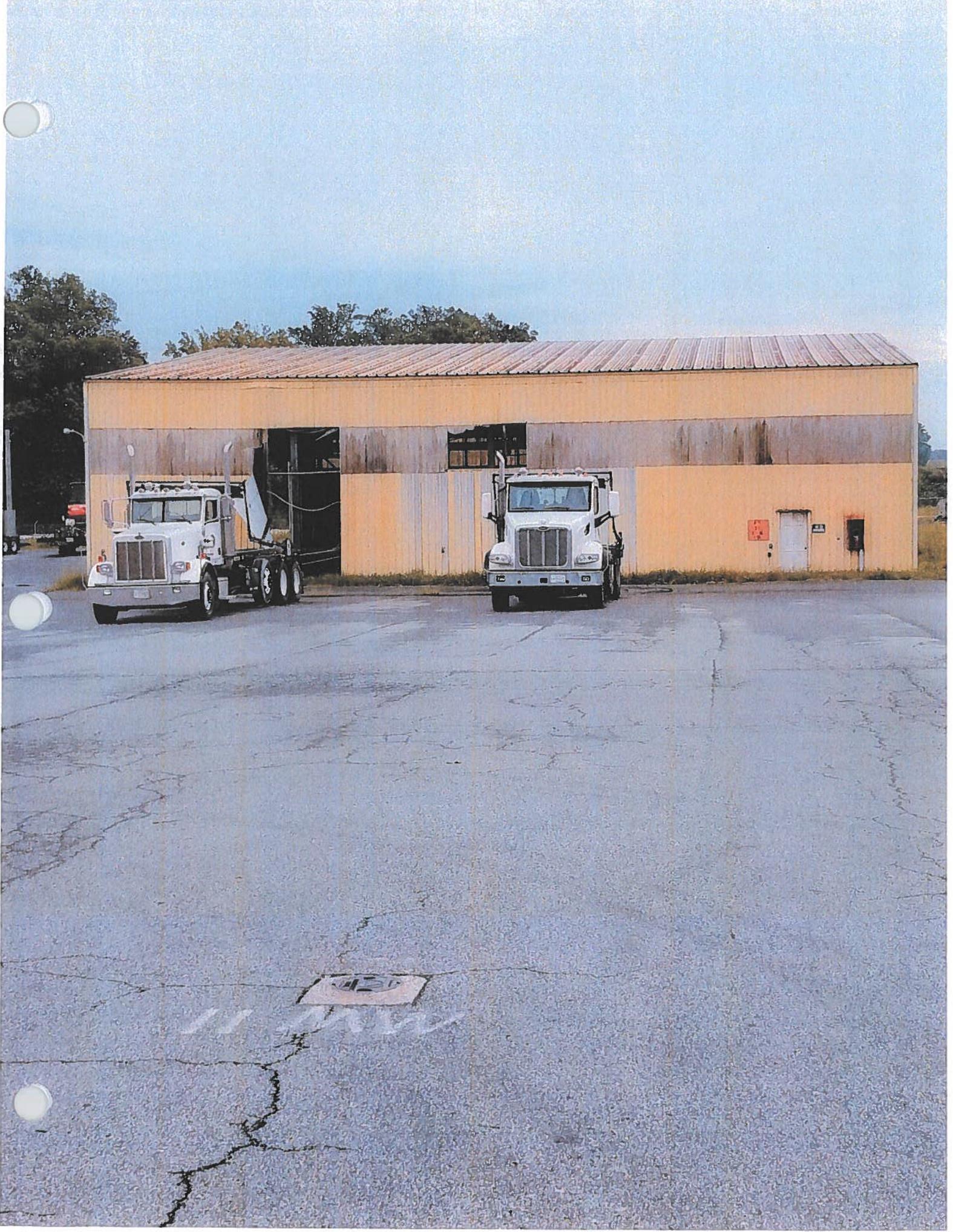
Name	Location	Base Bid	Base Bid with Alternatives
Bob Breeding General Contracting LLC	Denton, MD	\$285,065.00	\$322,783.85
KRM Construction Company, LLC	Chestertown, MD	\$352,450.00	\$407,160.00
Nowland Associates, Inc.	Newark, DE	\$381,074.00	\$468,169.00
Building Concepts, LLC	Finksburg, MD	\$387,600.00	\$504,311.00
Harper & Sons	Easton, MD	\$395,600.00	\$452,330.00
Regional Builders, Inc.	Seaford, DE	\$402,698.00	\$463,118.00
Willow Construction, LLC	Easton, MD	\$416,000.00	\$441,710.00
Clow Ventures, LLC	Queenstown, MD	\$361,198.00	\$440,044.00
Gardiner & Adams General Contractors, LLC	Annapolis, MD	\$477,454.00	\$544,321.00

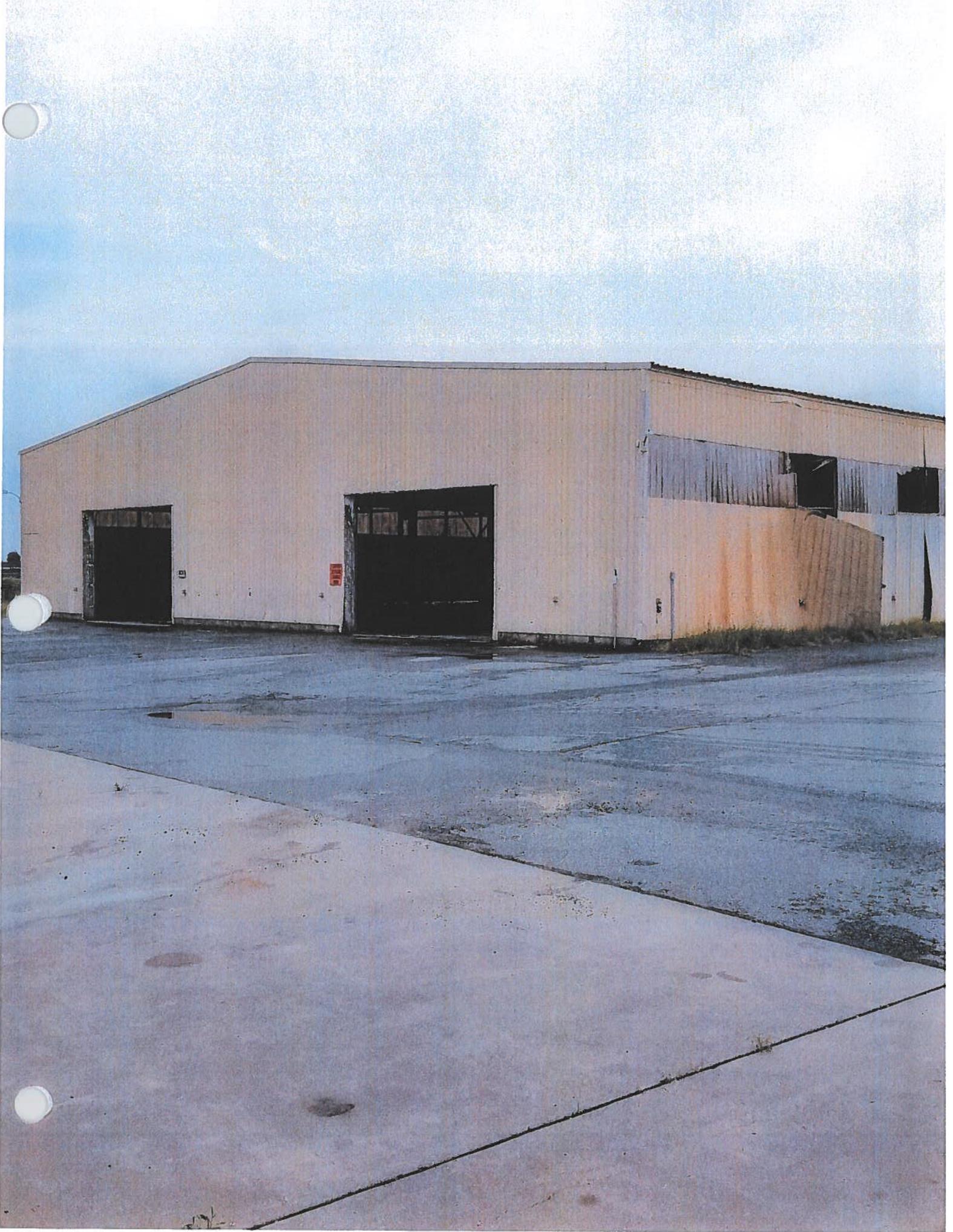
Item No.	Alternative Proposal Description	Unit	Quantity	Unit Price	Total Price
2	Unit Price – OVERHEAD LIGHTING	EA	10	\$563.50	\$5,635.00
3	Unit Price – OUTSIDE BUILDING LIGHTIING	EA	6	\$1,132.75	\$6,796.50
4	Unit Price – 6-INCH CONCRETE SLAB WITH REINFORCEMNET	EA	1	\$25,287.35	\$25,287.35

Alternative Total **\$37,718.85**

Bid Plus Alternative Items **\$322,783.85**









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DEPARTMENT OF PUBLIC WORKS

312 Safety Drive
Centreville, MD 21617

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County Commissioners:

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

MEMORANDUM

Date: September 8, 2020

To: County Commissioners

ACTION ITEM

From: R. Shane Moore, PE

Subject: Deed of Dedication – Meadow’s Edge

The following Deed of Dedication in presented for your review.

Major Subdivision of Meadow’s Edge (attached)

- Fox Tail Drive – 50’ right-of-way**
- Austin Way - 50’ right-of-way**

The aforementioned roadways have been completed to County Standards and approved by staff for acceptance into the County’s Road Inventory. The Deed of Dedication has been reviewed, approved and signed by the County Attorney.

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

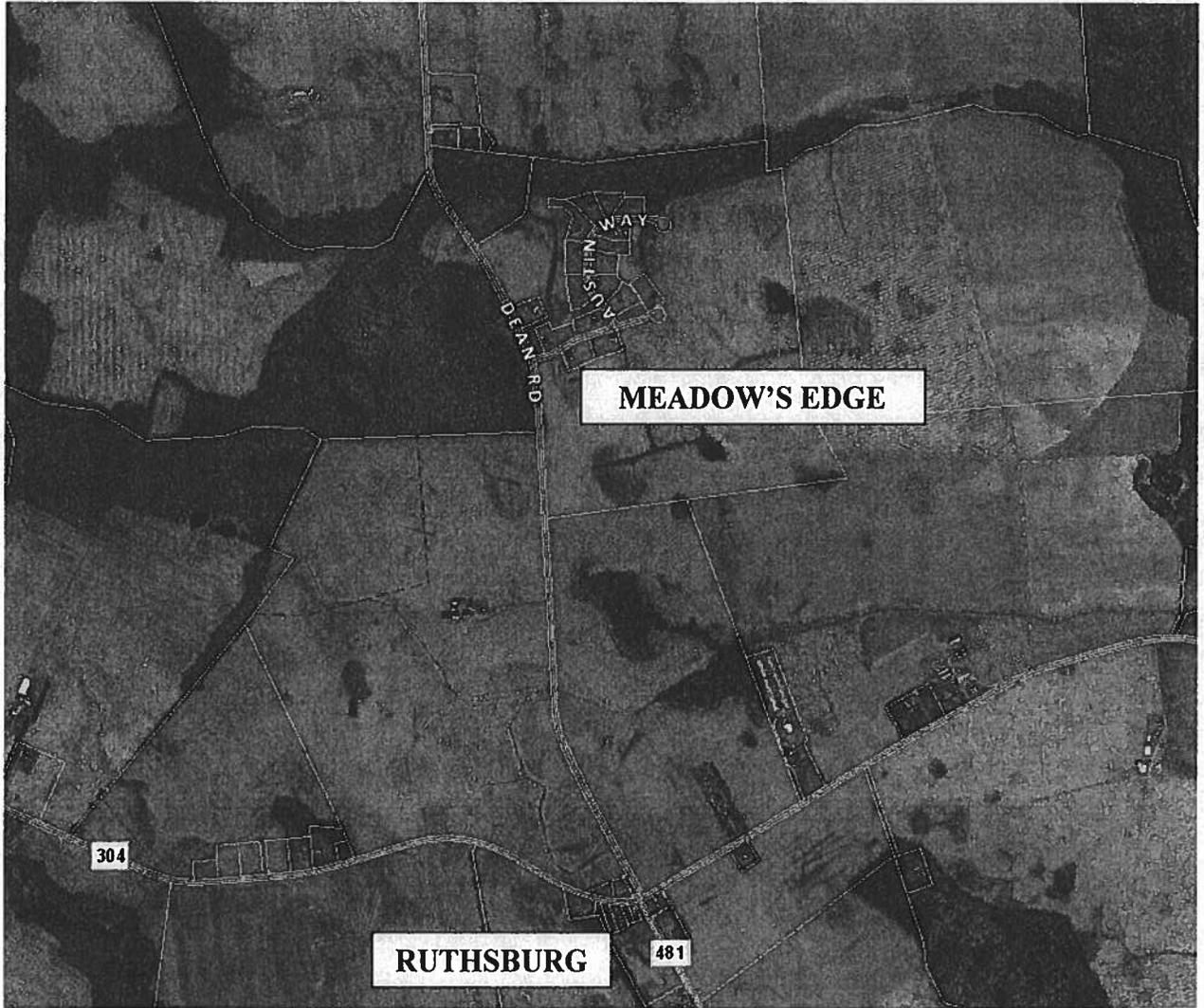
I move to execute the Deed of Dedication for Meadow’s Edge subdivision.

Recommended Action – Signature by Commission President

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**MEADOW'S EDGE
VICINITY MAP**



**THIS INSTRUMENT PREPARED
WITHOUT THE BENEFIT OF
A TITLE EXAMINATION**

THIS DEED, made this ____ day of _____, 2020, by **LEAVERTON FARM, LLC**, a Maryland limited liability company, hereinafter referred to as "Grantor", and **THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY**, a municipal corporation, hereinafter referred to as "Grantee".

WHEREAS, the said Leaverton Farm, LLC does hereby offer for dedication all the herein described roadways and by this deed does convey said roadways to the County Commissioners of Queen Anne's County; and,

WHEREAS this offer of dedication is irrevocable and may be released only in the manner as provided by law for the closing or abandonment of public roads.

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the said Leaverton Farm, LLC does hereby grant, convey and release unto the County Commissioners of Queen Anne's County, a municipal corporation of the State of Maryland, its successors and assigns, in fee simple, all of the following described real estate, to wit:

ALL those roadways, strips and parcels of land situate, lying and being in the Second Election District, Queen Anne's County, Maryland as set forth and shown on a set of plats, containing eight (8) sheets, entitled "MAJOR SUBDIVISION OF MEADOW'S EDGE, LLC," prepared by Kirby & Associates, Inc., dated February, 2006, and recorded or intended to be recorded among the Plat Records of Queen Anne's County simultaneous herewith; said roadways and land are designated thereon as "FOX TAIL DRIVE" and "AUSTIN WAY".

THIS conveyance is subject to the existing easements, rights-of-way, and agreements for roadways, electric transmission lines and the service and maintenance thereof.

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, roads, and/or alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said County Commissioners of Queen Anne's County, its successors and assigns, in fee simple, forever.

AND the said Leaverton Farm, LLC does hereby covenant that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed, that it will warrant specially the property hereby granted and conveyed; and that it will execute such further assurances of the same as may be requisite.

Shore United Bank, formerly The Centreville National Bank of Maryland, joins in the execution of this Deed of Dedication for the purpose of releasing the above described roadway(s) from the lien, operation and effect of a certain Deed of Trust, dated January 24, 2005, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber S.M. No. 1355, folio 590.

WITNESS the hand and seal of the Grantor as of the day and year first above written.

WITNESS:

LEAVERTON FARM, LLC

Catherine M. Kercher

[Signature] (SEAL)
Thomas W. Sperl, Member

SHORE UNITED BANK

[Signature]

By: [Signature] (SEAL)

Name: Charles E. Ruch, Jr.

Title: CCO, FUP

STATE OF MARYLAND
COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 7th day of May, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas W. Sperl, Member of Leaverton Farm, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and as such Member, being authorized so to do, 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.

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



**STATE OF MARYLAND
COUNTY OF QUEEN ANNE'S**

I HEREBY CERTIFY, that on this 29 day of MAY, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared, Charles E. Ruch Jr of Shore United Bank, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and as such Executive Vice President being authorized so to do, 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.

Trudy R. Leager
Notary Public
My Commission Expires: 11/30/2020



Approved as to form and legal sufficiency.

Patrick E. Thompson
Patrick E. Thompson
County Attorney

This Deed of Dedication is accepted by the County Commissioners of Queen Anne's County this ___ day of _____, 2020.

WITNESS:

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

By: _____ (SEAL)

Name: _____

Title: _____

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


Jeffrey E. Thompson, Esq.
~~Attorney at Law~~



*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: September 8, 2020

ACTION ITEM

To: Sanitary Commission

From: Alan Quimby

Re: Public Works Agreements
Allocation Recapture
Request for Amendment – Time Extension

A year ago, four Public Works Agreements were executed which, among other things, accomplished two goals:

- acted to make deposits that were placed some years ago non-refundable, and
- acted to require additional non-refundable deposits to be made at the anniversary

One of the four projects (The Enclave Subdivision) has proceeded to construction so it is not longer 'in play'. The other three, Chesterhaven Beach Subdivision, the Perry's Retreat Subdivision, and the Mears Point Marina apartments, have not made much, if any, progress towards construction. All three of the projects are requesting an amendment to their Public Works Agreement to allow them more time. Letters from their agents are attached.

Mears Point Marina – The property has been sold and the new owners, Safe Harbor Marinas, LLC, request 6 additional months (mid-March 2021) to make the required second non-refundable deposit due to delays occasioned by the COVID pandemic.

Perry's Retreat – The interest in this project has been sold and the new contract purchasers, Ten Oaks Realty, also request 6 additional months to make the required second non-refundable deposit due to delays occasioned by the COVID pandemic.

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Chesterhaven Beach – Agrees to make the second non-refundable deposit on time, however, due to the delay with the progress with the County’s Comprehensive Land Use Plan, requests three additional years, in lieu of the two years already provided in the original Agreement. The original PWA language is below:

II. Future Deposits

- (a) In the event the Developer fails to initiate construction within the 12 months provided above, the Developer has the option to place a second 10% non-refundable deposit at rates then in effect.*
- (b) Submission of the second non-fundable deposit grants the Developer an additional 24 months (a total of 36 months from the date of execution of this Public Works Agreement) to initiate construction.*

If the Commission is agreeable to allow for these extensions and/or modification to the Agreements, please make a motion similar to the following:

I move to allow staff to negotiate amendments to the existing Public Works Agreements for the Chesterhaven Beach, Mears Point Marina, and Perry’s Retreat projects to allow for the time extensions as requested.

If not agreeable to the time extensions, please make a motion similar to the following:

I move to not consider any amendments to the existing Public Works Agreements for the Chesterhaven Beach, Mears Point Marina, and Perry’s Retreat projects but will allow the projects an additional 60 days to place the necessary non-refundable deposits.

PUBLIC NOTICE

The County Commissioners of Queen Anne's County will hold a public hearing at 6:00 p.m. on Tuesday, August 25, 2020, in the Commissioner's meeting room located in the Liberty Building, 107 North Liberty Street, Centreville, Maryland 21617. The purpose of the hearing is to consider amending the Queen Anne's County 2011 Comprehensive Water and Sewerage Plan. The following proposals will be considered:

WHEATLANDS – This property, owned by the Waterman Family Limited Partnership, is predominately vacant agricultural lands which reside within the incorporated limits of the Town of Queenstown. It is shown on Tax Map 59A as Parcels 36 and 141, is approximately 79 acres in size (combined), and is zoned Planned Regional Commercial. The proposal is to allow for the construction of a mixed-use development with Phase 1 consisting of 202 residential units and approximately 50,000-ft² of highway and neighborhood related businesses. The property currently holds a sewer and water service designation of S-3/W-3. The amendment request is to upgrade the sewer and water service designation to S-2/W-2 (which equates to immediate service). Flows from the use are anticipated to be approximately 66,750 gpd. Sewer and water service will be provided via the Town of Queenstown's sewer and water system.

STEVENSVILLE WATER TREATMENT PLANT – Add the following sentence to section 3.3.2.9:

“A back-up well into the lower Patapsco aquifer, comparable to the existing well, is planned to be constructed on this site by 2023.”

Copies of the proposed amendment are available at the office of the County Commissioners of Queen Anne's County, 107 N. Liberty Street, Centreville, Md. 21617 or may be obtained electronically by sending a request to aquimby@qac.org.

Testimony at the hearing will be accomplished remotely via the following forums:

Email - www.qac.org/publiccomment

Live Video - <https://www.qac.org/1430/Public-Comment-During-Live-County-Meetin>
Meeting ID: 555 628 1401, Password: QACPublic

Audio Only - Call: 646-558-8656 or 301-715-8592, Meeting ID: 555 628 1401,
Password: 490721

Speakers will be limited to three minutes each. Written testimony of any length may be submitted on or before the hearing date to the County Commissioners, 107 North Liberty Street, Centreville, Maryland 21617.

All hearing sites are accessible to individuals with disabilities. Sign language interpreters and assistive listening systems will be available for individuals with a hearing impairment. Please contact Tina M. Miles at (410) 758-4406 or TDD (410) 758-2126 seven (7) days before the hearing date if the above assistance is needed for the meeting. Persons who wish to comment on the proposed amendments may do so at the hearing. Speakers will be limited to three minutes each, but written testimony of any length may be submitted before the hearing date to the Director of Public Works, 312 Safety Drive, Centreville, Maryland 21617.

(Record Observer on August 7th and 14th, 2020)

Chesterhaven Beach – Agrees to make the second non-refundable deposit on time, however, due to the delay with the progress with the County’s Comprehensive Land Use Plan, requests three additional years, in lieu of the two years already provided in the original Agreement. The original PWA language is below:

II. Future Deposits

- (a) *In the event the Developer fails to initiate construction within the 12 months provided above, the Developer has the option to place a second 10% non-refundable deposit at rates then in effect.*
- (b) *Submission of the second non-fundable deposit grants the Developer an additional 24 months (a total of 36 months from the date of execution of this Public Works Agreement) to initiate construction.*

If the Commission is agreeable to allow for these extensions and/or modification to the Agreements, please make a motion similar to the following:

I move to allow staff to negotiate amendments to the existing Public Works Agreements for the Chesterhaven Beach, Mears Point Marina, and Perry’s Retreat projects to allow for the time extensions as requested.

If not agreeable to the time extensions, please make a motion similar to the following:

I move to not consider any amendments to the existing Public Works Agreements for the Chesterhaven Beach, Mears Point Marina, and Perry’s Retreat projects but will allow the projects an additional 60 days to place the necessary non-refundable deposits.



114 West Water Street, Centreville, Maryland 21617
410-758-4600 www.spp-law.com
JStevens@spp-law.com

August 31, 2020

Alan Quimby, P.E.
Director Department of Public Works
Queen Anne's County
312 Safety Drive
Centreville, MD 21617

Re: Mears Point Associates Public Works Agreement

Dear Mr. Quimby,

In September 2019 Mears Point Associates (“Mears”) entered into a public works agreement with the County and paid a 10% nonrefundable deposit of \$142,189 for sewer and water allocation to serve an apartment development on the marina property in accordance with a conditionally approved final site plan (Major Site Plan 05-16-08-0008C). According to the public works agreement a second 10% nonrefundable deposit is due in September 2020. (See attached PWA)

Mears Point Associates sold the marina property in January of this year to SHM Narrows Point, LLC (SHM) which is wholly owned by Safe Harbor Marinas, LLC. As part of the sale, SHM was assigned all rights associated with the apartment plans, approvals, sewer and water allocations, etc. Like the previous owner, SHM intends to proceed with the approved site plan and is actively seeking a “partner” with experience in apartment development and management.

SHM began to seek a development partner as soon as it acquired the Mears property in January. Soon thereafter, however, the COVID-19 pandemic substantially hindered SHM abilities to communicate, implement a dialog or even meet with potential interested and qualified companies.

SHM is prepared to make its second nonrefundable deposit in accordance with the PWA and to continue the efforts to implement and construct the apartment site plan. Nonetheless, the challenges of the pandemic are still with us and for that reason SHM respectfully request that the County Commissioners agree to a six (6) month deferral of the second nonrefundable allocation payment.

I look forward to the County's response.

Mears Point Marina PWA
August 31, 2020
Page 2

Very truly yours,
STEVENS PALMER, LLC

Joseph Stevens

Joseph A. Stevens

cc: Patrick E, Thompson, Esq.
Todd Mohn, County Administrator
Jason Hogg, Chief Investment Officer, SHM

Michael R. Foster

August 31, 2020

Alan Quimby
Director
Department of Public Works
117 North Liberty Street
Centreville, MD 21617

RE: Perry's Retreat

Dear Alan,

I am writing on behalf of the owner and developer of Perry's Retreat Subdivision to request a six (6) month extension of the Public Works Agreement with the County Commissions dated September 10, 2019.

The Agreement provided that my client should commence construction and obtain subdivision approval within 12 months.

My client diligently pursued plat and plan review, amendments and completion, submitting the same to The Department of Planning and Zoning, with a hearing scheduled for the March 2020 meeting.

The Planning Commission granted final approval on March 12, 2020 conditioned on normal requirements as to posting of bonds and recording documents between the Developer and the County.

My client had previously secured a commitment for Acquisition and Development Financing and needed to supply the bank with final county approval, contracts for development work and infrastructure improvements and bonding requirements.

The growing severity and panic concerning COVID-19 brought their efforts to a screeching halt.

The development contractors could not visit and inspect the site because they were from Pennsylvania and were required to quarantine if they left the state.

The engineers and surveyors could not complete site stakeouts and construction bid documents, due to their offices being closed and staff working remotely.

The Queen Anne's County Planning and Zoning office was closed for a portion of this time with all review planning staff working remotely. You could not call them, having only email communication.

As the pandemic spread, my client was informed by the bank that they could not process or conclude the development loan until they evaluated the long-range impact of COVID-19.

While things have not returned to what we consider "normal" my client is working on completing the delayed work noted above. The bank is again willing to finance and it is hoped that this can be concluded within 60 to 90 days.

Essentially the pandemic caused an unprecedented 6 month melt down rendering it impossible to allow us to commence construction by September 10, 2020.

We respectfully request a six-month extension with all other terms and conditions remaining the same.

My client has already deposited over \$200,000 with the Sanitary District which is non-refundable. They also understand that a 6-month delay will also result in a 2 ½% increase in allocation costs.

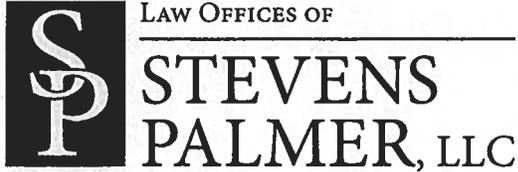
We will be happy to provide you with any additional information and thank you in advance for your time and consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Michael R. Foster', with a stylized, looping flourish at the end.

Michael R. Foster

c. Todd Mohn, County Administrator
Fred Sheckells, Ten Oaks Realty



LAW OFFICES OF

**STEVENS
PALMER, LLC**

114 West Water Street, Centreville, Maryland 21617
410-758-4600 www.spp-law.com
Joseph A. Stevens, Esq. JStevens@spp-law.com

Alan Quimby, P.E.
Director Department of Public Works
Queen Anne's County
312 Safety Drive
Centreville, MD 21617

August 17, 2020

Re: Chesterhaven Beach Partnership Public Works Agreement Proposed
Amendment

Dear Mr. Quimby,

I represent Chesterhaven Beach Partnership ("CHB") which is the owner of approximately 96 acres of land located on the north side of Route 50 in Chester, Maryland, immediately east of the Gibson's Grant community, west of the Kent Narrows and zoned NC-15 (the "Property").

On September 10, 2019 CHB and Queen Anne's County executed a Public Works Agreement ("PWA") that is recorded among the Land Records for Queen Anne's County at Liber 3175, folio 232. In accordance with the PWA, CHB agreed that its refundable deposit for sewer allocation became nonrefundable, as well as increasing its deposit consistent with updated allocation fees. To date CHB has paid the County \$155,570 in nonrefundable sewer deposit.

The PWA also provides that a future nonrefundable deposit be made in order to reserve allocation. Section II Future Deposits state "(a) In the event the Developer fails to initiate construction within the 12 months provided above, the Developer has the option to place a second 10% non-refundable deposit at the rates then in effect. (b) Submission of the second non-refundable deposit grants the Developer an additional 24 months (a total of 36 months from the date of execution of this Public Works Agreement) to initiate construction." CHB's second nonrefundable deposit is due in September.

As I have stated in previous letters to you, CHB is participating in the Comprehensive Plan Update and will be requesting inclusion in the growth/planning area and seek redesignation of its Property to a planned development zoning district (as opposed to developing the existing lots of record platted in the 1950's). As you know, the Comprehensive Plan Update has been significantly delayed due to the termination of the contract with Smith Planning and Design (creating the need to bring a new consultant on board). The COVID-19 pandemic has also resulted in lengthy delays in all government functions including the ability to move the Comprehensive Plan Update forward in accordance with its initial timetable. Thus, the County is still in the beginning stages of the Comprehensive Plan Update process, while CHB's second deposit is due and its 36 month clock to commence construction continues to run.

Chesterhaven Beach Partnership PWA
August 17, 2020
Page 2

CHB is prepared to make its second deposit (\$159,310) in accordance with the PWA, but it is highly unlikely that the Comprehensive Plan Update, comprehensive rezoning and site plan review and approval can be achieved within 24 months from the second deposit to allow CHB to commence construction. Due to the unforeseen and unavoidable delays in the Comprehensive Plan Update, CHB respectfully request that the Commissioner agree to amend the PWA to allow an additional 36 months (instead of 24) to commence construction on the Property after payment of the second non-refundable deposit.

I have attached a proposed Amended Public Works Agreement to reflect the change in timeline. Please let me know if you have any questions and I would be happy to discuss this matter with you further.

I look forward to the County's response.

Very truly yours,
STEVENS PALMER, LLC

Joseph Stevens

Joseph A. Stevens

cc: Patrick E, Thompson, Esq.
Howard Brown



**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

Action Item

Date: September 8, 2020

To: County Commissioners

From: Alan Quimby

Re: 2011 Comprehensive Water and Sewerage Plan (CWSP)
Amendment 11-15 – Decision

A public hearing was held on Tuesday, August 25, 2019 discussing the following map and text amendment.

From the advertisement (in *italics*):

***WHEATLANDS** – This property, owned by the Waterman Family Limited Partnership, is predominately vacant agricultural lands which reside within the incorporated limits of the Town of Queenstown. It is shown on Tax Map 59A as Parcels 36 and 141, is approximately 79 acres in size (combined), and is zoned Planned Regional Commercial. The proposal is to allow for the construction of a mixed-use development with Phase 1 consisting of 202 residential units and approximately 50,000-ft² of highway and neighborhood related businesses. The property currently holds a sewer and water service designation of S-3/W-3. The amendment request is to upgrade the sewer and water service designation to S-2/W-2 (which equates to immediate service). Flows from the use are anticipated to be approximately 66,750 gpd. Sewer and water service will be provided via the Town of Queenstown's sewer and water system.*

As of this writing, no additional public comments have been received.

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The second amendment is a requirement from MDE which was generated by their review of the proposed Four Seasons' water treatment plant and well.

From the advertisement (in *italics*):

STEVENSVILLE WATER TREATMENT PLANT – *Add the following sentence to section 3.3.2.9:*

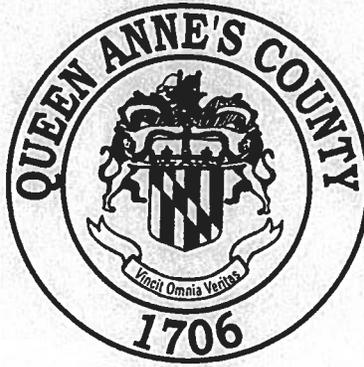
“A back-up well into the lower Patapsco aquifer, comparable to the existing well, is planned to be constructed on this site by 2023.”

No public comment has been received.

Should the Commissioners wish to approve the amendment requests please make motions similar to the following:

I move to approve the water and sewer service map upgrade for the Wheatland's Property from S-3/W-3 to S-2/W-2.

I move to approve the text amendment to include the provision of a 'back-up' well at the Stevensville water treatment plant.



Proclamation

20-38

Declaring Public Safety Telecommunicators Day

WHEREAS, emergencies can occur at any time that require police, fire, emergency medical and/or search and rescue services; and

WHEREAS, as the responding men and women arrive on the scene of an emergency, the professional telecommunicators are not visible but work behind the scenes to provide a vital link to public safety services as part of the first responder team; and

WHEREAS, each telecommunicator exhibits compassion, understanding and professionalism, each and every day during the performance of their job; and

WHEREAS, telecommunicators are crucial to our county's emergency response and homeland security services, dispatching law enforcement, emergency medical services, firefighters and other emergency responders 24 hours a day, seven days a week; and

WHEREAS, the safety of our police officers, firefighters and medical responders is dependent upon the quality and accuracy of information obtained from citizens and visitors who contact the Queen Anne's County Communications Center; and

WHEREAS, professional Public Safety Telecommunicators are a vital link between the victims and First Responders and are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety/Emergency Telecommunicators serve as the single most vital link for our first responders by monitoring activities by radio, providing crucial information and ensuring their safety;

THEREFORE, WE THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, declare Friday, September 11, 2020, to be Public Safety Telecommunicators Day in Queen Anne's County in honor of the men and women whose diligence and professionalism keep our county and its citizens safe.

Signed this ___ day of _____, 2020

QUEEN ANNE'S COUNTY
BOARD OF COUNTY COMMISSIONERS

James J. Moran, President



Proclamation

**Pillar of the Month for September 2020
"Responsibility"
20-39**

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

WHEREAS, all citizens including the American Heritage Girls MD0414 have been called upon to embrace the "Six Pillars of Character" and incorporate them into their daily activities and to model these traits of good character; and

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

WHEREAS, all citizens will incorporate this value in their daily lives by taking care of their animals, completing chores at home, cleaning up after their selves and listening to their parents; and

WHEREAS, all citizens will show responsibility in school by turning in their assignments on time, taking care of school materials and listening to their teachers; and

WHEREAS, all citizens will show responsibility by taking care of county buildings and locations; and

WHEREAS, all citizens will show responsibility by helping the elderly and those in need; and

WHEREAS, all citizens will show responsibility by picking up trash and cleaning up the county beaches and parks; and

WHEREAS, all citizens will show responsibility by taking care of county playgrounds and equipment; and

WHEREAS, all citizens will show responsibility by donating money and time to help each other out including animal shelters and those who lose their home to fires; and

WHEREAS, all citizens will show responsibility by wearing their masks and staying six feet apart; and

WHEREAS, all citizens will show responsibility by respecting our police and our laws; and

WHEREAS, all citizens will show responsibility by showing respect of other's opinions and feelings and not talk behind their back;

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY and the American Heritage Girls Troop 0414 do hereby designate the Character Counts! Pillar of the Month for September as "Responsibility."



Proclamation

20-40

WHEREAS, The Queen Anne’s County Area Agency on Aging celebrates National Senior Center Month in September 2020, with the theme “Senior Centers: Delivering Vital Connections”; and

WHEREAS, The Queen Anne’s County Area Agency on Aging has continued vital services through COVID-19 while Senior Centers have been closed; and

WHEREAS, The Queen Anne’s County Area Agency on Aging Senior Center staff have assisted with many of the county’s vital programs such as school meal pick-ups, Home Delivered Meal deliveries and packing help, wellness calls and more; and

WHEREAS, The Queen Anne’s County Area Agency on Aging, celebrates National Senior Center Month by offering a Virtual Talent Show; and

WHEREAS, The Queen Anne’s County Area Agency on Aging, honors all Senior Center members with a photo slide show; and

WHEREAS, The Queen Anne’s County Area Agency on Aging supports the Senior Centers as programming moves to a more virtual and hybrid format for the future;

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF QUEEN ANNE’S COUNTY, recognize and appreciate all the Senior Center staff and members in honor of National Senior Center Month.

QUEEN ANNE’S COUNTY
BOARD OF COUNTY COMMISSIONERS

James J. Moran, President

Jack N. Wilson, Jr.

Stephen Wilson



DEPARTMENT OF PLANNING & ZONING

160 Coursevall Drive
Centreville, MD 21617



**Queen
Anne's
County**

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

County Commissioners:

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

ACTION REQUIRED

Memorandum

Date: August 27, 2020
To: E. Michael Wisnosky, AICP, Director of Planning and Zoning
From: Todd Mohn, County Administrator

E.M.W.

Re: *Kent Narrows Marine
Tax Map 57, Block 12, Parcel 429
Revised Pedestrian Easement*

In early 2017, the Planning Commission granted major site plan approval (Phase I) for a high and dry storage facility or rackominium with docking and commercial/retail space totaling 68,340 square feet. As a condition of the approval, the developer submitted, and the County approved, a Public Pedestrian Path Access Easement dated May 15, 2017 that allowed for public pedestrian access to certain sidewalks, boardwalks, and walkways proposed around the perimeter of the site. On June 11, 2020, the Planning Commission approved major site plan approval (Phase II) for an expansion of the high and dry storage facility or rackominium (building will now total 84,504 square feet) with docking, commercial/retail space as well as separate office and restaurant pad sites. Due to a slight reconfiguration in the development plan, the pedestrian walkway was slightly modified. In order to develop the property as designed and approved, the developer needs to amend the pedestrian access easement. To this end, the developer has been working with the County attorney to create the document to execute the project. Attached please find the Amended and Restated Deed of Pedestrian Path Easement. This document has been reviewed and approved by the County attorney and the Department of Planning and Zoning.

Suggested Motion:

- **I move to approve the Amended and Restated Deed of Pedestrian Path Easement as presented to allow for public pedestrian access to various sidewalks, boardwalks, and walkways in accordance with the conditions of the Kent Narrows Marine LLC Phase II site plan approval.**

NO TITLE EXAMINATION
NO CONSIDERATION

AMENDED AND RESTATED
DEED OF PEDESTRIAN PATH EASEMENT

THIS DEED OF PEDESTRIAN PATH EASEMENT, (hereinafter the "Deed") is made this ____ day of _____, 2020, by and between **KENT NARROWS MARINE, LLC**, a limited liability company (hereinafter the "Grantor"), party of the first part, and **THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND**, a body politic of the State of Maryland, (hereinafter the "Grantee" or "County"), party of the second part.

RECITALS

WHEREAS, the Grantor does hereby offer all the herein described easement and by this Deed does grant and convey said easement unto the Grantee; and

WHEREAS, by virtue of a deed dated January 30, 2017, and recorded among the Land Records of Queen Anne's County, Maryland at Liber No. 2640, folio 51, respectively, Grantor is the owner of all that part or parcel of land consisting of 7.918 acres, more or less, situate and lying in the Fourth Election District of Queen Anne's County, State of Maryland (hereinafter the "Property"); and

WHEREAS, the Property is proposed to be developed by constructing a "boatel" consisting of 68,340 sq. ft. of boat storage area, and related office and restaurant space (hereinafter the "Development") as set forth and shown most recently on the site plans (SP 19-06-0026) entitled "Major Site Plan for Phase II of Kent Narrows Marine Boatel" dated May, 2019, prepared by DMS & Associates, LLC, registered engineers and surveyors, which plans, together with all subsequent amendments and revisions thereto duly approved by all proper governmental authority are on file with the Queen Anne's County Department of Planning and Zoning; and

WHEREAS, Grantor has elected to designate a portion of the Property, as referenced and identified herein, for the purpose of allowing the County access to certain sidewalks, boardwalks, and walkways for the use and enjoyment of the public, over the subject areas as described herein; and

WHEREAS, as a condition of the approval of the planned construction and Development, Grantor has submitted and the County has approved this Deed pertaining to the areas more particularly shown and designated on a plat entitled "PUBLIC PEDESTRIAN ACCESS EASEMENT ON THE LANDS OF KENT NARROW MARINE,

LLC, FOURTH DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND", prepared by Davis, Moore & Shearon & Associates, LLC, registered engineers and surveyors, dated August, '20, and attached hereto as Exhibit A (hereinafter the "Plat"); and

WHEREAS, this Deed is to ensure permanent use of, access to, and enjoyment of the sidewalks, boardwalks, and walkways, as described herein for the purpose of passive recreational activities; and

WHEREAS, these recitals are not merely prefatory but form a part of this Deed.

GRANT AND AGREEMENTS

NOW THEREFORE, in consideration of the foregoing, the covenants and promises contained herein, for and in consideration of the sum of zero (\$0.00) dollars, but for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the County, its successors and assigns, a non-exclusive pedestrian path use and enjoyment easement, of the nature and character and to the extent hereinafter set forth in, on, over, through and across the areas more particularly described as follows:

ALL those parts of parcels of ground situate, lying and being in the Fourth Election District of Queen Anne's County, Maryland, shown and designated as "PROPOSED VARYING WIDTH PUBLIC ACCESS EASEMENT AREA = 14,102 sq. ft. +/-, AREA = 0.324 +/-" (hereinafter collectively referred to as the "Access Easement Area" on the plat entitled "PUBLIC PEDESTRIAN ACCESS EASEMENT ON THE LANDS OF KENT NARROWS MARINE, LLC FOURTH DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND", prepared by Davis, Moore, Shearon & Associates, LLC, registered engineers and surveyors, dated August, '20, and attached hereto as Exhibit A.

BEING part of, and lying within the Property, consisting of 7.918 acres, more or less, situate and lying in the Fourth Election District of Queen Anne's County, State of Maryland and conveyed to Grantor by virtue of a deed dated January 30, 2017, and recorded among the Land Records of Queen Anne's County, Maryland, at Liber No. 2640, folio 51, respectively;

This Pedestrian Access Easement is established subject to the following terms and conditions:

1. This Amended and Restated Deed of Pedestrian Path Easement shall supersede or replace a prior Deed of Pedestrian Path Easement dated May 15, 2017 and recorded in Liber S.M. No. 2696, folio 1 of the Land Records of

Queen Anne's County, Maryland which prior Deed of Pedestrian Path Easement is null, void and no further force or effect.

2. This non-exclusive easement is created for the sole purpose of providing a means of pedestrian ingress and egress over the Access Easement Area. The Access Easement Area shall not be used for fishing, crabbing or swimming. The Access Easement Area shall not be used for any other purpose except as a public use, pedestrian recreational pathway.
3. Grantee agrees to indemnify and hold harmless Grantor, and any and all of Grantor's successors and assigns, from any and all liability, claims, losses, damages, expenses, fees (including reasonable attorney fees), costs, settlements and judgments arising out of, or relating to the acts or omissions of the Grantee in the use of the Access Easement Area by the Grantee, its guests, and invitees.
4. Grantor, for itself, its successors and assigns, hereby reserve all rights not otherwise expressly restricted herein, including without limitation the right to use, and construct improvements over, under, upon and across the Access Easement Area for all lawful purposes, including but not limited to, the right to use and improve the Access Easement Area at such locations and in such a manner as the Grantor deems necessary, provided that any such use and improvement of the Access Easement Area by any Grantor shall not unreasonably interfere with the use of the Access Easement Area as a pedestrian recreational pathway. Notwithstanding the foregoing, no roadway(s) built by Grantor across the Access Easement Area shall be deemed to unreasonably interfere with the use of the Access Easement Area. Grantor, by commencing the installation of facilities or construction of improvements in, on or over the Access Easement Area, covenants for itself and its successors and assigns that, following the completion of any of their work in, on or over the Access Easement Area, Grantor or Grantor's successors and assigns shall restore the surface thereof to the substantially same condition existing immediately prior to the commencement of such work. Grantor shall be solely responsible for the maintenance of all facilities installed by Grantor in, on or over the Access Easement Area.
5. Grantor reserves the right to regulate activities occurring in, on, over, and throughout the Access Easement Area, so long as such regulations do not otherwise unreasonably interfere with the use of the Access Easement Area as a pedestrian recreational pathway. Such right to regulate shall include the right to exclusively use and restrict access to the Access Easement Area for temporary period for the purpose of hosting events such as weddings, parties, and other such functions.

6. The Grantor, for itself, its successors and assigns, reserves the right to grant other public or private licenses, easements and rights-of-way over, under, upon and across the Access Easements Area, for all lawful purpose(s), including but not limited to, the construction, maintenance and repair of roadways, sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, cables and underground conduits, provided such other uses within the Access Easement Area do not obstruct or otherwise unreasonably impede the use and enjoyment of the Access Easement Areas by the general public as intended, and are consistent with all conditions of approval and recorded easements relating to the development of the Property.
7. All improvement(s) and/or alterations made to the Access Easement Area by the Grantee shall be subject to the written approval of the Grantor, which approval shall not be unreasonably withheld. All activities of Grantee within the Access Easement Area shall be performed in a workmanlike manner and Grantee expressly covenants that any and all disturbances to the Access Easement Area shall, as soon as reasonably practical, be repaired and restored to a neat and usable condition.
8. Grantee shall have the right to promulgate rules and regulations for the reasonable use of the Access Easement Area by the public, provided the Access Easement Area are used only for the purposes stated herein.
9. Upon any breach of the terms of this Deed, and in light of the parties' acknowledgement that a breach of this Deed may result in irreparable harm or damage to the non-breaching party for which the non-breaching party will not have an adequate remedy at law, the Grantee and/or Grantor may exercise any and/or all of the remedies available in law or in equity. However, prior to availing itself to any legal remedies for breach, the party alleging a breach shall give the other party written notice of the breach including a full description of the nature of said breach, and the alleged breaching party shall have thirty (30) days from the date of notice to cure the same. If either the Grantee or Grantor are found by a court of competent jurisdiction to have breached any of its obligations under this Deed, the breaching party shall reimburse the non-breaching party for any costs and expenses incurred, including consultant's fees, court costs and reasonable attorney's fees as determined by the court.
10. This Deed does not grant the public, in general, any right of access or any right to the use of the other areas associated with, owned by, or a part of the land of Grantor which is not herein designated Access Easement Area or

subject to this Deed. This easement extends only to those areas designated as Access Easement Area and necessary access thereto. Except as specifically provided herein, this Deed shall not be construed as a dedication to general public use or as an acceptance for maintenance of any Access Easement Area by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Access Easement Area.

11. Grantee is prohibited from assigning any of its rights or obligations under this Access Easement Area.
12. The Grantor further covenant and agree that the easements, rights of way, covenants and agreements contained herein shall run with the Access Easement Area, and all portions thereof, and shall bind the Grantor, its successors and assigns, and shall bind all present and subsequent owners of the Property.
13. The invalidity or unenforceability of any provision hereof shall not limited or affect the validity or enforceability of any other provision of this Deed. No determination by any court, governmental or administrative entity or otherwise that any provision of this Deed or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision of this Deed, or (b) such provision in any circumstance not controlled by such determination.
14. The captions contained in this Deed are for convenience only and are not a part of this Deed and are not intended in any way to limit or enlarge the terms and provisions of this Deed. Whenever the context so requires, the neuter and the male shall include all genders and the singular shall include the plural.
15. This Deed shall be construed, and the rights and obligations of parties hereunder will be determined, in accordance with the laws of the State of Maryland by a court of competent jurisdiction in Queen Anne's County, Maryland.
16. No party hereto shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing. No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right. No failure on the part of the Grantor or the Grantee to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof, nor shall such failure affect

the right of the Grantor or Grantee to enforce same in the event of a subsequent breach or default.

17. The Grantor agrees to make specific reference to this Deed in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Access Easement Area is conveyed.

18. This Deed represents the entire agreement between the parties hereto with respect to the matters contained herein and cannot be amended or supplemented except by further written agreement signed by the parties.

TO HAVE AND TO HOLD the said easement unto the County Commissioners of Queen Anne's County, a body politic of the State of Maryland, its successors and assigns, forever, for the uses and purposes herein before described.

AS WITNESS my hand and seal the day and year first above written.

WITNESS:

KENT NARROWS MARINE, LLC
A Maryland limited liability company

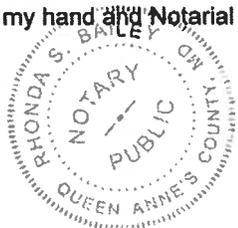
Rhonda S. Bailey

Jody Schulz (SEAL)
By: Jody Schulz
Authorized Member

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

I HEREBY CERTIFY, that on this 31ST day of August, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JODY J. SCHULZ, who acknowledged himself to be an Authorized Member of KENT NARROWS MARINE, LLC, a limited liability company, and that he, as such Authorized Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.



Rhonda S. Bailey
Notary Public
My commission expires: 11/3/23

This Amended and Restated Deed of Pedestrian Path Easement is accepted by the County Commissioners of Queen Anne's County this ____ day of _____, 2020.

WITNESS:

COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY

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

_____(SEAL)
Jack N. Wilson, Jr.

_____(SEAL)
Stephen Wilson

_____(SEAL)
Philip L. Dumenil

_____(SEAL)
Christopher M. Corchiarino

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

I HEREBY CERTIFY, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James J. Moran, Jack N. Wilson, Jr., Stephen Wilson, Philip L. Dumenil, and Christopher M. Corchiarino of the COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, and that they as such President and Members, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Christopher F. Drummond, Esquire
Attorney for Queen Anne's County

I HEREBY CERTIFY that the within instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals in the State of Maryland.

Patrick E. Thompson

AFFIDAVIT

The undersigned owners of the property do hereby certify pursuant to the Real Property Code Annotated of Maryland, Section 3.108.1(f)(2), that this plat does not require subdivision approval.

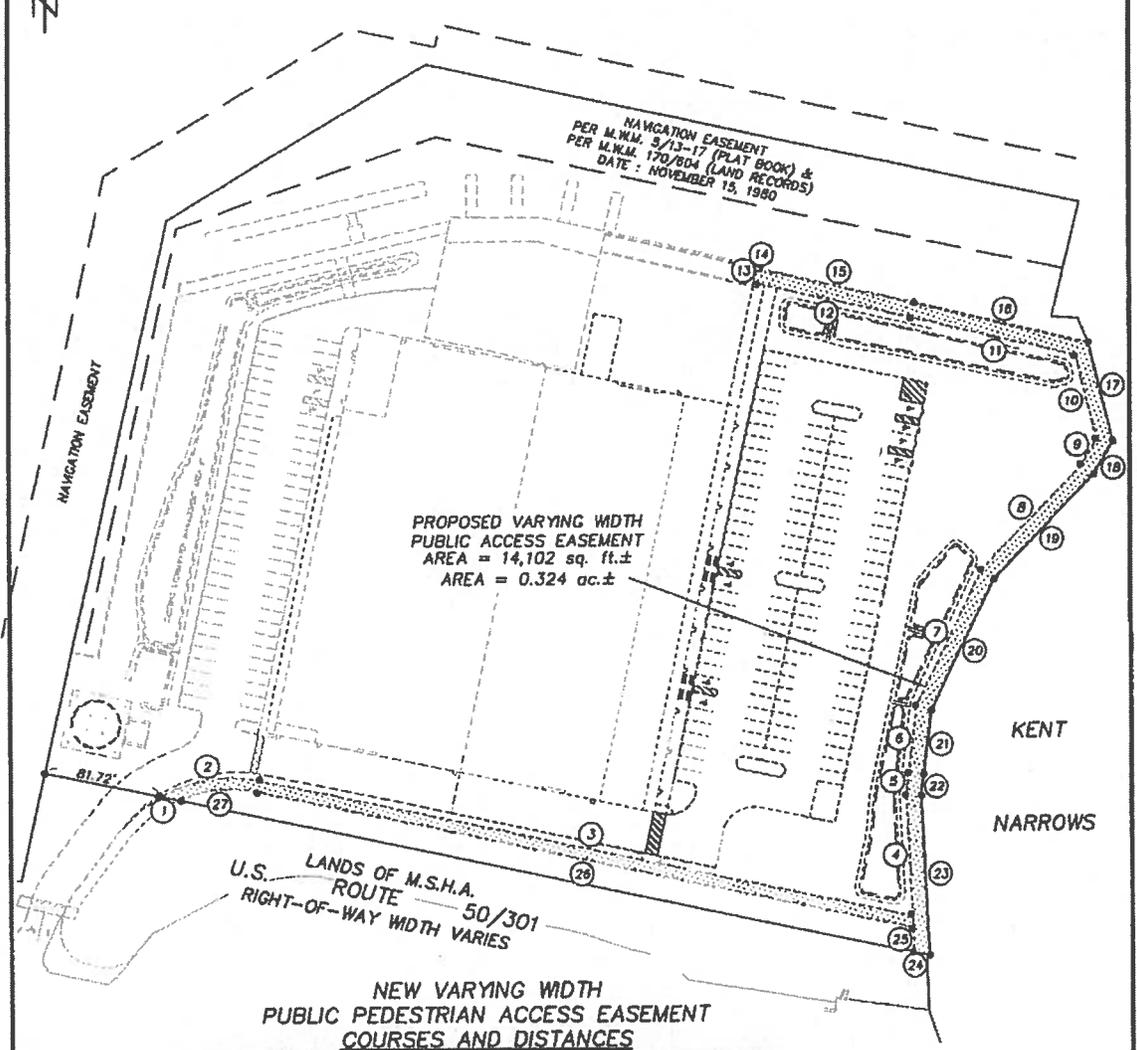
KENT NARROWS MARINE, LLC

By _____
Owner Date

LANDS N/F OF
**PINEY NARROW
YACHT HAVEN**
M.W.M. 5/13

NOTES:

1. PROPERTY LINE INFORMATION SHOWN HEREON IS THE RESULT OF A FIELD RUN SURVEY BY MICHAEL A. SCOTT, INC. IN APRIL, 2015 AND RECORDED IN PLAT BOOK LIBER S.M. 46, FOLIO 26 AND REVISED FOR THE LOCATION OF THE THE NEW BULKHEAD. HORIZONTAL DATUM IS NAD 83/91.
2. FOR DEED REFERENCE FOR SUBJECT PARCEL IS LIBER S.M. 2640, FOLIO 51.
3. THIS IS NOT A BOUNDARY SURVEY.
4. N/F DENOTES "NOW OR FORMERLY".
5. THIS PLAT IS PREPARED FOR THE SOLE PURPOSE OF DEFINING THE PERIMETER OF A PROPOSED ACCESS EASEMENT ON THE LANDS OF KENT NARROWS MARINE, LLC.



LINE	BEARING	DISTANCE
1	N 77°47'58" W	15.79'
2	N 80°44'29" E	72.44'
	R = 89.00' L = 74.16'	
3	S 77°47'58" E	477.21'
4	N 02°36'17" W	85.89'
5	N 08°14'42" E	16.37'
6	N 06°57'39" E	49.16'
7	N 26°13'16" E	108.59'
8	N 43°37'54" E	103.81'
9	N 30°10'16" E	21.39'
10	N 13°36'53" W	63.05'
11	N 76°17'02" W	121.52'
12	N 78°57'41" W	113.04'
13	N 13°05'19" E	12.00'
14	S 76°54'20" E	1.84'

LINE	BEARING	DISTANCE
15	S 76°57'41" E	113.10'
16	S 76°17'02" E	128.80'
17	S 13°36'53" E	75.18'
18	S 30°10'16" W	27.63'
19	S 43°37'54" W	103.39'
20	S 26°13'16" W	104.72'
21	S 08°57'39" W	47.05'
22	S 08°14'42" W	13.36'
23	S 02°36'17" E	115.54'
24	N 77°47'58" W	12.41'
25	N 02°36'17" W	17.07'
26	N 77°47'58" W	479.85'
27	S 84°28'30" W	54.19'
	R = 89.00' L = 59.07'	

*** AREA = 14,102 sq. ft.± ***
(0.324 ac.±)

EXHIBIT
A

PUBLIC PEDESTRIAN ACCESS EASEMENT
ON THE LANDS OF
KENT NARROWS MARINE, LLC
FOURTH DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND
PREPARED FOR : KENT NARROWS MARINE, LLC

DAMS, MOORE, SHEARON & ASSOCIATES, LLC
ENGINEERING, DRAFTING/DESIGN,
ENVIRONMENTAL SERVICES & SURVEYING
P.O. BOX 50
CENTREVILLE, MARYLAND 21817
PHONE 1-443-282-9130
FAX 1-443-282-9148

DRAWN BY J. MOORE
SCALE 1" = 100'
DATE AUGUST '20
JOB No. 2016004
FOLDER _____

Copyright © 2020, by DMS & ASSOCIATES, LLC

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

The Liberty Building
107 North Liberty Street
Centreville, MD 21617

e-mail: QACCommissioners&Administrator@gac.org

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



**Queen
Anne's
County**

County Commissioners:

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

September 8, 2020

Jessica Feldt
Preservation Initiatives Manager
Preservation Maryland
3600 Clipper Mill Road, Suite 248
Baltimore, Maryland 21211

RE: Dudley's Chapel Roof Replacement Application

Dear Ms. Feldt,

We, the County Commissioners of Queen Anne's County offer our full support to the application from the Trustees of Dudley's Chapel to Preservation Maryland's Heritage Fund seeking financial assistance towards the expenses to install a new roof on this historic chapel. The roof was last replaced with cedar shake shingles in 1998. Now that it is more than 20 years old, replacement has become urgent and critical as the deteriorated condition poses risk to the integrity of the structure from inclement weather events and exposure to the elements.

Dudley's Chapel, known as Queen Anne's Chapel, as well as the Brick Preaching House, is one of the earliest surviving Methodist churches in Maryland. It is the first Methodist Church built in Queen Anne's County and one of the only two 18th century churches remaining in the County. As an early place of worship in the Sudlersville Community, Dudley's Chapel is a valuable asset to Queen Anne's County and has fervent local support. Replacement of the roof is integral to the preservation of this historic building and its continuance as a contributing resource to our tourism industry.

We thank you for your favorable consideration in awarding grant funds to support the preservation of historic Dudley's Chapel.

Sincerely,

QUEEN ANNE'S COUNTY
BOARD OF COUNTY COMMISSIONERS

James J. Moran, President

Jack N. Wilson, Jr.

Stephen Wilson

Philip L. Dumenil

Christopher M. Corchiarino

Supplement to the Request to the Queen Anne's County Commissioners seeking a Letter of Support for the application to Preservation Maryland for Dudley's Chapel Roof Replacement

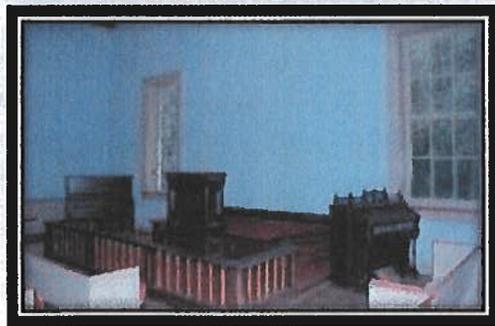
Dudley's Chapel, known as Queen Anne's Chapel as well as the Brick Preaching House, is one of the earliest surviving Methodist churches in Maryland. It is the first Methodist Church built in Queen Anne's County and one of the only two 18th century churches remaining in the County. The Meeting House was



called Dudley's Chapel for the first time in 1812. The records of Dudley's Chapel begin in 1794, and are available at the Hall of Records in Annapolis and at the Queen Anne's County Library in Centreville. In 1979, Dudley's Chapel was listed in the National Register of Historic Places. Dudley's Chapel was designated a United Methodist Historic Site (Marker 317) by the General Commission on Archives and History in 1994. And, in the year 2000, more than two hundred years after its founding, Dudley's Chapel entered the Library of Congress as a Local Legacy.

The requested grant funding from Preservation Maryland will support the expenses to install a new roof on Dudley's Chapel. The roof was last replaced with cedar shake shingles in 1998. Now that it is more than 20 years old, the roof is in deteriorating condition posing risk to the integrity of the structure from inclement weather events and exposure to the elements.

Today, Dudley's Chapel is a "limited service" facility on the Sudlersville United Methodist Charge, linked with Calvary-Asbury in Sudlersville and St. Paul's in Ingleside. Beginning in 1953, an Easter sunrise service has been held in the building, to which was added a Christmas Eve candlelight service in 1970. In addition to these two services, an annual Homecoming service takes place on the first Sunday in October. All persons are welcome. The chapel also hosts weddings, funerals, baptisms, and other special acts of worship. Groups of school children, reflecting the diversity of Queen Anne County, visit for interpretive history demonstrations. Dudley's Chapel is located at 1110 Benton Corner Road, Sudlersville, Maryland. It is open for visitors on the first Saturday of the month (May - October) from 10:00 a.m. to 2:00 p.m., or by appointment: call (410) 928-3406. Admission is free, with donations and church offerings gratefully accepted. A historic cemetery adjacent to the church has markers going back to 1841, and even older unmarked burials.



Dudley's Chapel is a well-known site locally and has been featured in newspaper articles in Kent, Queen Anne's, and Talbot Counties, as well as in Wilmington, Delaware. Therefore, it is frequently visited by tourists. The goal and objective of the Trustees of Dudley's Chapel is to continue to maintain Dudley's Chapel in a condition that preserves this historic building and keeps it accessible, as this is a critical component in its role as part of the Historical Consortium of Queen Anne's County and being featured in the Consortium's Tour Guide.

Dudley's Chapel is a place-based experience, both as an historic structure and as a cultural experience for visitors and residents. Dudley's Chapel is a heritage tourism product. Replacing the Chapel's roof preserves the building, which is an outstanding example of an early rural church, which provides a connection to place that showcases Queen Anne's County's distinctive cultural and historic assets.



Queen Anne's County

Department of Parks and Recreation

1945 4-H Park Road
Centreville, MD 21617

Phone: 410-758-0835
Fax: 410-758-0566

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

Director: Steven Chandlee

MEMORANDUM

Date: September 8, 2020

ACTION ITEM

To: County Commissioners

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

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

Subject: Request to Pave Batts Neck Parking lot

The Department of Parks and Recreation is requesting permission to contract with David A. Bramble, Inc. General Contractors to pave Batts Neck parking lot, using the Department of Public Works' current Paving Contract. This is one of our last major parks that is still a tar and chip surface. This is a very active park and we are seeking to fortify the infrastructure and complete the park. The project will pave the Front Parking lot, Back Parking lot, and Roadway HMA @ 2-Inch. We are requesting \$203,302.50

- 1. 9.5mm HMA Paving Pave a compacted 2 inch of 9.5mm hot mix asphalt surface. Clean loose stone and dispose of material. Mill all necessary tie-ins as needed for smooth transition. Apply tack per MDOT Standards and Specifications. Total area to be paved is approximately 156,000 SF.
2. Vertical Curb. Install 8" X 18" Vertical curb. Includes layout, excavation, and backfilling front of curb with CR6.

Requested Action:

I move to authorize the Department of Parks & Recreation to contract with David A. Bramble, Inc. General Contractors to pave Batts Neck parking lot, using the Department of Public Works' current Paving Contract in the amount of \$203,302.50. Funding shall come from the FY 21 Parks and Recreation Capital Budget PARKING LOT PAVING project # 400809 in the amount of \$150,000 and the remainder of \$53,302.50 shall come from fund balance

c: Jon Seeman

David A. Bramble, Inc. *General Contractors*



410-778-3023 / 410-778-3427 (FAX) • 705 MORGNEC ROAD • P.O. BOX 419 • CHESTERTOWN, MARYLAND 21620

September 2, 2020

To: Queen Anne's County Parks and Public Landings
 1945 4-H Park Road
 Centreville, MD 21617
 PH: 410-778-4430
 Fax: 410-758-1247

From: Keith Harris

RE: Batts Neck Park Revised 9/02/2020

Attn: Mike Watson Cell: 410-490-1247 Email: mwatson@gac.org

David A. Bramble, Inc. is pleased to present this price for the work at Batts Neck Park.

Option I: Back Parking lot and Roadway @ 2-Inch

1. **9.5mm HMA Paving** Pave a compacted 2 inch of 9.5mm hot mix asphalt surface. Clean loose stone and dispose of material. Mill all necessary tie-ins as needed for smooth transition. Apply tack per MDOT Standards and Specifications. Total area to be paved is approximately 125,000 SF.
2. **Vertical Curb.** Install 8'' X 18'' Vertical Curb. Includes layout, excavation, and backfilling front of curb with CR6. Price does not include removal of existing landscaping timbers and backfill for back of curb or any stabilization.
3. **Initial if work to be performed** _____.

Price 1: Includes labor, equipment, and material to performer work listed below.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	9.5mm HMA Paving 2-Inch	1,600	Ton	\$80.00	\$128,000.00
2	Vertical Curb	962	LF	\$51.25	\$49,302.50
	Total				\$177,302.50

Option II: Front Parking lot, Back Parking lot, and Roadway HMA @ 2-Inch

1. **9.5mm HMA Paving** Pave a compacted 2 inch of 9.5mm hot mix asphalt surface. Clean loose stone and dispose of material. Mill all necessary tie-ins as needed for smooth transition. Apply tack per MDOT Standards and Specifications. Total area to be paved is approximately 156,000 SF.
2. **Vertical Curb.** Install 8'' X 18'' Vertical Curb. Includes layout, excavation, and backfilling front of curb with CR6. Price does not include removal of existing landscaping timbers and backfill for back of curb or any stabilization (vertical curb priced only for rear parking if front area include work will be billed at unit price bid).
3. **Initial f work to be performed** _____.

Price 1: Includes labor, equipment, and material to performer work listed below.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	9.5mm HMA Paving 2-Inch	2020	Ton	\$77.00	\$154,000.00
2	Vertical Curb	962	LF	\$51.25	\$49,302.50
	Total				\$203,302.50

David A. Bramble, Inc. *General Contractors*

410-778-3023 / 410-778-3427 (FAX) • 705 MORGNEC ROAD • P.O. BOX 419 • CHESTERTOWN, MARYLAND 21620

Option III: Back Parking lot and Roadway @ 1.5-Inch

1. **9.5mm HMA Paving** Pave a compacted 1.5-inch of 9.5mm hot mix asphalt surface. Clean loose stone and dispose of material. Mill all necessary tie-ins as needed for smooth transition. Apply tack per MDOT Standards and Specifications. Total area to be paved is approximately 125,000 SF.
2. **Vertical Curb.** Install 8'' X 18'' Vertical Curb. Includes layout, excavation, and backfilling front of curb with CR6. Price does not include removal of existing landscaping timbers and backfill for back of curb or any stabilization.
3. **Initial if work to be performed _____.**

Price 1: Includes labor, equipment, and material to performer work listed below.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	9.5mm HMA Paving 1.5-Inch	1300	Ton	\$84.00	\$109,200.00
2	Vertical Curb	962	LF	\$51.25	\$49,302.50
	Total				\$158,502.50

Option IV: Front Parking lot, Back Parking lot, and Roadway HMA @ 1.5-Inch

1. **9.5mm HMA Paving** Pave a compacted 1.5-inch of 9.5mm hot mix asphalt surface. Clean loose stone and dispose of material. Mill all necessary tie-ins as needed for smooth transition. Apply tack per MDOT Standards and Specifications. Total area to be paved is approximately 156,000 SF.
2. **Vertical Curb.** Install 8'' X 18'' Vertical Curb. Includes layout, excavation, and backfilling front of curb with CR6. Price does not include removal of existing landscaping timbers and backfill for back of curb or any stabilization (vertical curb priced only for rear parking if front area include work will be billed at unit price bid).
3. **Initial f work to be performed _____.**

Price 1: Includes labor, equipment, and material to performer work listed below.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	9.5mm HMA Paving	1600	Ton	\$81.00	\$129,600.00
2	Vertical Curb	962	LF	\$51.25	\$49,302.50
	Total				\$178,902.50

Price Excludes:

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Maintenance of Traffic. 2. Excavation, Grading and/or Compaction of Sub-Base. 3. Fine Grade. 4. Utility location/ Adjustment/ Test Pitting. 5. Any engineering for grades, layout, and stakeout. 6. Milling Concrete. | <ol style="list-style-type: none"> 7. Field in-place compaction and density testing by independent testing agency. 8. Proof Rolling. 9. Striping. 10. Prime Coat. 11. Certified Payroll/Davis-Bacon/Prevailing Wages Rates. 12. Spraying Herbicide Prior to HMA Paving |
|---|--|

Terms and Conditions

1. When scheduling, please provide DAB, Inc. three weeks' notice of the intended start date.
2. The pricing herein is for work during the 2020 Construction Season, with completion by December 20, 2020. Any work remaining after December 20, 2020 will be subject to renegotiation.
3. Pricing for this project is based on unit prices. Billing will be based on the actual quantities placed on the project.
4. Any item not specifically referenced in the Scope of Work is excluded from the contract pricing.
5. Pricing does not include any testing, required permits, inspection fees, or bonds of any type.
6. Pricing is based on one mobilization for paving. Any additional remobilization will be \$2,500.00 each.
7. Please note, DAB takes no responsibility for the existing condition of the owner's roadways or haul routes, and will

David A. Bramble, Inc. *General Contractors*



410-778-3023 / 410-778-3427 (FAX) • 705 MORGNEC ROAD • P.O. BOX 419 • CHESTERTOWN, MARYLAND 21620

- not be liable for damages to roadways or haul routes that cannot support the construction equipment required to complete the work.
8. Pricing is based on soils encountered at designed subgrade elevations being suitable to support the proposed improvements. Should this material be determined to be unsuitable, removal and replacement with imported borrow shall be a negotiated extra.
 9. Pricing is based on the Maryland Index for Liquid Asphalt in the current month. If the index changes, then a price adjustment will be billed to the customer based on the use of 3.5% liquid asphalt mix in the hot mix asphalt recipe. The current MD Index can be found at <http://mdasphalt.org/asphalt-index/>.
 10. New hot mix asphalt is prone to scuff marks created by automobile tires. This is normal, and the scuff marks will wear off as the asphalt cures and vehicle weight continues to provide residual compaction. To minimize scuff marks, avoid turning vehicle tires while in a parked position, but instead begin to turn while the vehicle is in motion. David A. Bramble, Inc. is not responsible for scuff marks.
 11. Please note, Contractor cannot guarantee positive drainage where design elevations yield less than 1.5% slope.
 12. David A. Bramble, Inc. will warranty all material and workmanship for 1 year from the date of completion. Warranty does not include materials placed on unsuitable ground, such as areas that are too wet, or areas where the ground yields beneath a loaded dump truck.
 13. Price is good for 30 days. A signed proposal or subcontract must be returned to David A Bramble Inc. prior to the start of work.
 14. Payment is net 30. Bills left unpaid for over 30 days will be assessed finance charges at a rate of 18% per annum.
 15. All executed proposals are subject to the approval of our credit department. Please contact Debbie Glebe at 410-778-3023 to request a credit application.

Thank you for the opportunity to provide you with a price quotation for this project. Should you have any questions, comments, or concerns, please call me at 443-480-2403.

Keith A. Harris
David A. Bramble, Inc.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and hereby agreed to and accepted. David A. Bramble, Inc. is authorized to perform the work as specified. Payment will be made as outlined above.

AGREED AND ACCEPTED

Queen Anne's County Parks and Public Landings

By: _____

Date: _____

Title: _____

Please sign and return this proposal by fax, email, or mail to attention Keith Harris at David A. Bramble, Inc.
Fax: 410-778-3427 Email: kharris@davidabrambleinc.com

CC-15 _____

Date 9/3/2020

QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY2021

Description of expenditure/revenue accounts to increase/(decrease):			Fund		Project Only Account Code		Increase (Decrease) Amount
Increase	Parks Parking Lot Paving	Transfer In	410	414000	39910	400809	\$ 53,302.00
Increase	Parks Parking Lot Paving	Improvements other than Buildings	410	414000	9042	400809	\$ 53,302.00
Increase	General Fund	Transfer Out	100	180000	8990		\$ 53,302.00
Increase	General Fund	Prior Year Fund Balance	100	199000	39920		\$ 53,302.00

Justification:

This amendment will establish budget authority to spend \$53,302 on repaving Balts Neck Park. The total estimated cost of the project is \$203,302. Of that amount, \$150,000 is available in the existing Parks Parking Lot Paving project from the FY21 capital budget. The additional \$53,302 is being funded with a transfer in from the General Fund, which is funded with fund balance.

NHepfer 9/4/20

Requester printed Department: Karen Rodgers, Finance
 Requester signature & date: Karen Rodgers 9/4/20
 Finance Director signature & date: [Signature] 9/4/20
 Approval & date: _____



Maryland

Department of
the Environment

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

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

August 28, 2020

President of the Commission
Queen Anne's Commission
107 N. Liberty Street
Centreville, MD 21617

Re: Application for Sudlersville WWTP
State Discharge Permit Application No. 20DP0090, NPDES Permit MD0020559
Queen Anne's County

Dear President Commission:

We are aware of your interest in the Sudlersville WWTP and would like you to know that the facility has submitted a discharge permit application for renewal. A copy of the notice is enclosed for your convenience. A written request must be received in order to acquire future notifications about this permit application.

If you have any questions or require additional information on this permit, please contact Yen-Der Cheng, Chief Municipal Permits Division at (410) 537-3363.

Sincerely,

Yen-Der Cheng

Yen-Der Cheng, Chief
Municipal Permits Division
Wastewater Permits Program
Water and Science Administration

COMMISSIONER'S OFFICE
AUG 31 '20 PM 2:46

Enclosure

**MARYLAND DEPARTMENT OF THE ENVIRONMENT
WATER AND SCIENCE ADMINISTRATION**

NOTICE OF APPLICATION RECEIVED

Queen Anne's County

Application for State Discharge Permit 20DP0090, NPDES Permit MD0020559:

Commissioners of Sudlersville, 200 South Church St., Sudlersville, MD 21668 applied for renewal of the permit to discharge an average of 200,000 gallons per day of treated domestic wastewater from the Sudlersville Wastewater Treatment Plant located at 416 South Church Street in Sudlersville, MD 21668 to an unnamed tributary of Red Lion Branch.

If a written request is received by **September 18, 2020**, an informational meeting can be held to discuss the application and permitting process. Requests should be forwarded to the **Maryland Department of the Environment, Water and Science Administration, 1800 Washington Blvd., Baltimore, Maryland 21230-1708, Attn: Mr. Yen-Der Cheng, Chief, Municipal Permits Division.** Hearing-impaired persons may request an interpreter at the informational meeting by contacting Mr. Cheng at (410) 537-3363 or 1-800-633-6101, or at the above address, at least ten working days prior to the scheduled meeting.

Any person wishing to review the application should contact Mr. Cheng at the above telephone number to schedule an appointment. Copies may be obtained at a cost of \$0.36 per page.

To Be Published on: **September 4 and 11, 2020**

Newspaper: **The Record Observer**

Town of Millington

Incorporated 1890

P. O. Box 330 - Millington, Maryland 21651

Phone: (410) 928-3880 Fax: (410) 928-5764

E-Mail: Millington@atlanticbbn.net

Website: millingtonmd.us

August 27, 2020

Maryland Department of the Environment
1800 Washington Boulevard
Baltimore, Maryland 21230

COMMISSIONER'S OFFICE
AUG 31 '20 PM2:46

Attn: Mr. Lee Currey, Director
Water & Science Administration

Dear Mr. Currey:

The Town of Millington is in receipt of your letter dated May 15, 2020 regarding reported sanitary sewer overflows during the period of November 1, 2014 through December 31, 2019. The Town of Millington is not in a position financially to pay the settlement offer of \$5,734 with a six-month payment plan for these violations. Due to the recent COVID pandemic and the mandates from Governor Hogan, the Town did not raise utility rates as was the need, we discontinued assessing late fees, and we discontinued shutting water off for delinquent accounts. Due to these restraints the Town's cash flow is more in the red than it was six months ago.

With regards to the request to expand our current design capacity at the WWTP, the Town does not foresee the relocation or upgrade occurring for five to ten years due to our financial situation. There is also the issue of finding property for relocation that is affordable to the Town. We realize this means we have to delay all growth opportunities that were proposed to the Town as we do not have the capacity nor the funding to provide the needed utility infrastructure.

Regarding the noncompliance reports that indicate there are infiltration and Inflow corrections necessary as well as other collection system improvements, we understand there is money available through BRF grants. Again, due to the costs involved with the initial work to submit with a grant application, the Town does not have the funds available to begin that step in this type of project. During the first quarter of 2020, we were in discussion with our engineer to

Claude J Morales, Jr., Mayor

Kevin Hemstock, Council

Michelle Holland, Council

Jason E. Manning, Council

Wayne Starkey, Council

Town of Millington

Incorporated 1890

P. O. Box 330 - Millington, Maryland 21651

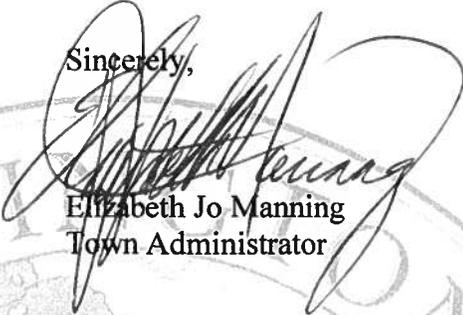
Phone: (410) 928-3880 Fax: (410) 928-5764

E-Mail: Millington@atlanticbbn.net

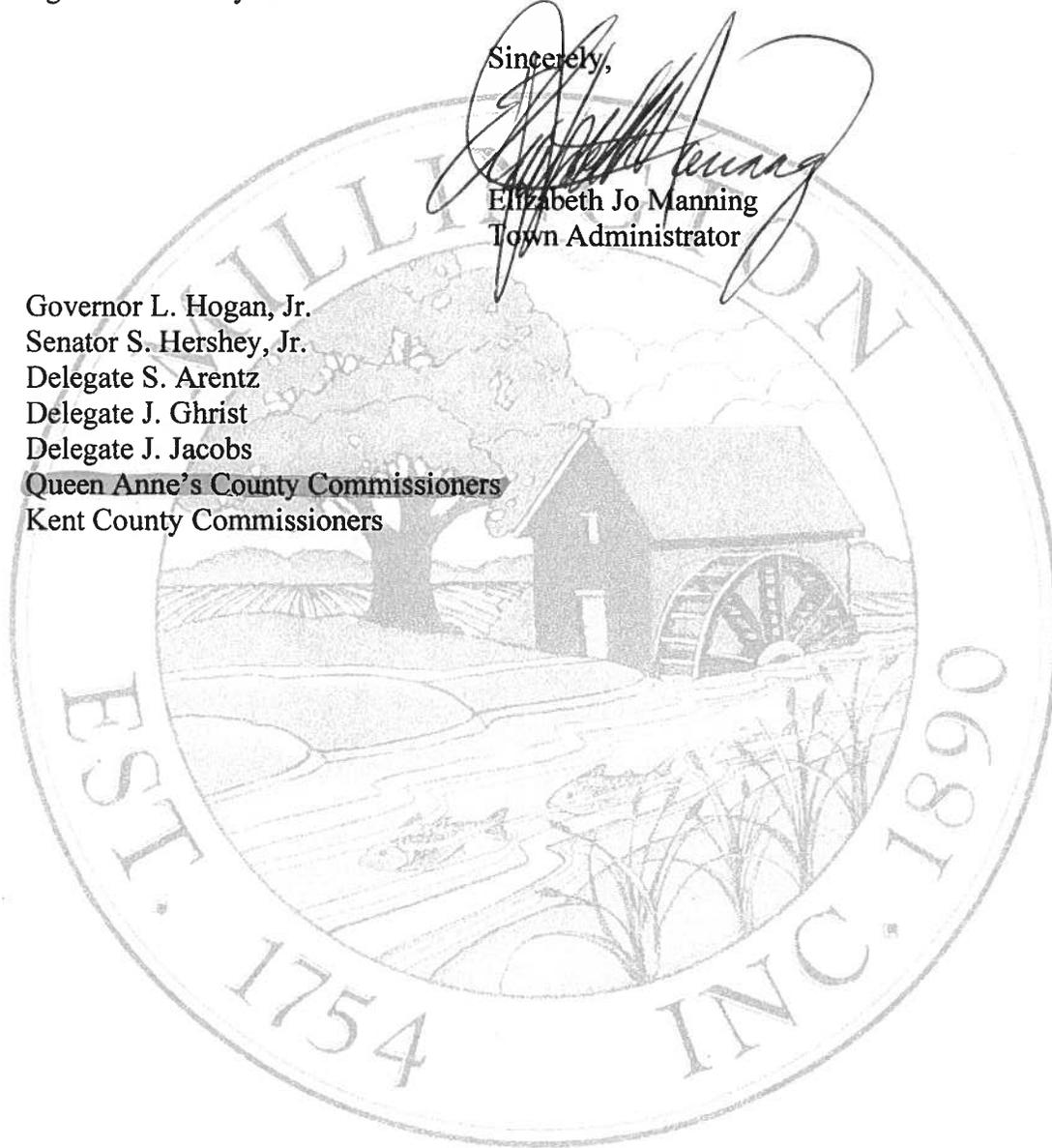
Website: millingtonmd.us

begin this type of project; but due to the restraints upon our finances because of COVID-19; these discussions have halted until we have funds available to proceed; again, we foresee this happening in five to ten years.

Sincerely,


Elizabeth Jo Manning
Town Administrator

CC: Governor L. Hogan, Jr.
Senator S. Hershey, Jr.
Delegate S. Arentz
Delegate J. Ghrist
Delegate J. Jacobs
Queen Anne's County Commissioners
Kent County Commissioners



Claude J Morales, Jr., Mayor

Kevin Hemstock, Council

Michelle Holland, Council

Jason E. Manning, Council

Wayne Starkey, Council

MARYLAND DEPARTMENT OF THE ENVIRONMENT

WATER AND SCIENCE ADMINISTRATION

Notice of Application Received for State Permits

and Opportunity for Hearing

Issue Date: August 28, 2020 in TheRecord 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 September 11, 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

QA2019G005/01 - David Morgan Clark III, 1717 Roberts Station Road, Church Hill, MD 21623 has applied for a permit to appropriate and use an annual average of 70,000 gallons of groundwater per day (gpd) and an average of 426,000 gpd in the month of maximum use. The water will be withdrawn from one well in the Aquia aquifer and use for crop irrigation. The project is located at 160 Chatfield Farm Lane, approximately 3 miles west of Centreville, Queen Anne's County, Maryland.

The irrigation well will be constructed to an estimated depth of 300 feet in the Aquia aquifer. Impacts on the resource and nearby users were evaluated using data from geological reports and investigations available to the Water and Science Administration.

The results indicate that pumping during periods of maximum water use (426,000 gpd) may lower the water level in the aquifer about 10 feet at a distance of 1000 feet away from the pumping well. The model is based on a single well pumping at the maximum withdrawal rate of 426,000 60 days with no recharge to the aquifer. The well water will be pumped to a 2-acre pond where it will combined with water from the pond to meet the irrigation need of the farm.

A simulation of the drawdown that will potentially occur in water levels in the Aquia aquifer in the area was created using multi-theis. This simulation involved pumping a well at both

David and Jeff Clark farms and Central Sod farm at the maximum allocation rates of 426,000 gpd, 432,000 gpd, and 400,000 gpd respectively for 60 days. If all three of these wells are operated at the same time, the potential drawdown in the water level was approximately 20 feet at Dulin Clark Road on the east side of the farms and Spider Web Road on the west. Further distances will have less drawdown according to the model.

If a permit is issued for this withdrawal, the permit will have a condition which could hold the permittee responsible for all costs associated with well improvements for nearby wells that may be adversely impacted by the water withdrawal from the irrigation well.

QA2019S005/01 - David Morgan Clark III, 1717 Roberts Station Road, Church Hill, MD 21623 has applied to appropriate and use an annual average of 30,400 gallons of surface water per day (gpd) and an average of 600,000 gpd in the month of maximum use. The water will be withdrawn from a pond and used as a supplemental irrigation water supply for crop irrigation. The primary water supply for this farm is a well (permitted separately). The project is located at 160 Chatfield Lane, approximately 3.8 miles west of Centreville, Queen Anne's County, Maryland.

The irrigation pond will serve as storage for water from the well. The 2 acre pond is approximately 10 feet deep and fed by surface runoff and a spring. The pond overflows to a tributary to Grove Creek which is a tributary of the Chester River. There are no downstream users on the Grove Creek tributary drainage to the Chester River, thus there are no unreasonable impacts anticipated for other users of the resource

MARYLAND DEPARTMENT OF THE ENVIRONMENT

WATER AND SCIENCE ADMINISTRATION

Notice of Application Received for State Permits
and Opportunity for Hearing

Issue Date: August 28, 2020 in The Record Observer

COMMISSIONER'S OFFICE
AUG 21 '20 PM2:27

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 September 11, 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

QA2019G007/01 Jeffery Barnett Clark, 405 Spider Web Road, Centreville, Queen Anne's County, MD 21617 has applied for a permit to appropriate and use an annual average of 71,000 gallons of groundwater per day (gpd) and an average of 432,000 gpd in the month of maximum use. The water will be withdrawn from one well in the Aquia aquifer and use for crop irrigation. The project is located at 425 Spider Wed Road, approximately 3.8 miles west of Centreville, Queen Anne's County, Maryland.

The irrigation well will be constructed to an estimated depth of 300 feet in the Aquia aquifer. Impacts on the resource and nearby users were evaluated using data from geological reports and investigations available to the Water and Science Administration. The results indicate that pumping during periods of maximum water use (432,000 gpd) may lower the water about 9.3 feet at a distance of about ¼ mile away from the pumping well. The model is based on a single well pumping at the maximum withdrawal rate of 432,000 gpd for 60 days with no recharge to the aquifer. The well water will be pumped to a 1.7-acre pond where it will be combined with water from the pond to meet the irrigation needs of the farm.

A simulation of the drawdown that will potentially occur in water levels in the Aquia aquifer in the area was created using multi-theis. This simulation involved pumping a well at both Jeffery and David Clark farms and Central Sod farm at the maximum allocation rates of 432,000 gpd, 426,000 gpd, and 400,000 gpd respectively for 60 days. If all three of these

wells are operated at the same time, the potential drawdown in the water level was approximately 20 feet at Dulin Clark Road on the east side of the farms and Spider Web Road on the west. Further distances will have less drawdown according to the model.

If a permit is issued for this withdrawal, the permit will have a condition which could hold the permittee responsible for all costs associated with well improvements for nearby wells that may be adversely impacted by the water withdrawal from the irrigation well.

QA2019G107/01 - Jeffery Barnett Clark, 405 Spider Web Road, Centreville, MD 21617 has applied to appropriate and use an annual average of 60,000 gallons of groundwater per day (gpd) and an average of 795,000 gpd in the month of maximum use. The water will be withdrawn from a groundwater pond excavated in the Columbia aquifer and used as a supplemental irrigation water supply for crop irrigation. The primary water supply for this farm is a well (permitted separately). The project is located at 425 Spider Web Road, approximately 3.8 miles west of Centreville, Queen Anne's County, Maryland.

The irrigation pond will serve as storage for water from the well. The 1.7 acre pond is approximately 8 feet deep and fed by shallow groundwater. Drawdown in the aquifer is limited to the property boundary due to the shallow nature of the pond. No unreasonable impacts to other users of the resource are anticipated.



Kent Narrows Development Foundation
425 Piney Narrows Drive
Chester, MD 21619

August 30, 2020

To: Board of County Commissioners, Queen Anne’s County
Commissioners, Queen Anne’s County Planning Commission
Mike Wisnosky, Director Planning and Zoning
Brennan Tarleton, Senior Planner Planning and Zoning

From: Georgeanna Windley, Executive Director
RE: Kent Narrows Marine, LLC, Restaurant

To: Queen Anne’s County Planning Commission
From: Georgeanna Windley, Executive Director

Re: The Kent Narrows Development Foundation’s recommendation on the Kent Narrows Marine Restaurant Project

At the August 25, 2020, regular meeting of the Kent Narrows Development Foundation, a presentation was made describing the proposed restaurant¹ on the lands of Kent Narrows Marine, LLC.

After hearing the presentation and reviewing the concept plans and renderings, the KNDF Board voted to make a favorable recommendation supporting the subdivision of the property into three lots. The Board also ruled favorably on the design for the roughly 6,200 square foot restaurant. The Foundation also found that the design for the public space to be consistent with the conditions set forth in the Kent Narrows Community Plan.

¹ Minor Site Plan for a Restaurant on the Lands of Kent Narrows Marine, LLC.
Major Site Plan 20-08-0063 and
SUB-208-0191 Parcel 329
Kent Narrows Marine LLC (Boatel) Owner: Kent Narrows Marine LLC
Property Address: 100 Piney Narrows Rd, Chester Proposing: Expansion of Boatel with commercial and retail uses. Requesting: Concept Plan approval from Planning Commission General Information: Map Block
Parcel 57712429 Parcel Size 7.93 acres Zoning District WVC Critical Area IIIA

cc:

Todd Mohn, Queen Anne's County Administrator
Heather Tinelli, Queen Anne's County Economic and Tourism Development
John Shelton, Management Analyst/Planning and Zoning Commission Clerk

Kent Narrows Development Foundation Board
Kent Narrows Marine, LLC
Tom Davis, DMS, and Associates

5

QUEEN ANNE'S COUNTY PLUMBING & HVAC BOARD
July 24, 2020

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

ABSENT: Tim Wilson, Mike Bozek

GUEST: None

The meeting was called to order at 9:30 a.m.

A motion was made by Dorsey Patchett to approve the June minutes as sent; this was seconded by Zeke Warner and approved by all.

SANITARY DISTRICT: Lawrence did not attend, but HAD dropped off the SKI project information. As of 6/30/20 they have 402 houses connected and 619 tanks in the ground.

HEALTH DEPARTMENT: John stated his department is reviewing a lot of building permits. They are also, very busy with Covid-19 issues.

CLERK: Have been very busy processing permit and registrations.

There was a review of the requirements for backflow re-certification. It finally has been added to the regulations, that to test backflow devices you need to have a current certification. Because the State does not offer the course, we have to rely on private companies to offer it. The classes that are offered are not close to Queen Anne's County. Mike Sipes will try to contact the two companies that offer the course and see if we could set up a class or two to be offered here in the County. We were thinking maybe in February, when things may be a little slower.

There was a brief review of the water treatment system name brand "Aguasana". It is a filtration system that does not have any discharge and does not need salt. As this would be a good alternative for those living within the SKI district, the Clerk will forward the information to Lawrence Gannon.

Being no further business the meeting adjourned at 11:05 a.m.

Checks to be requested:	John Nickerson	\$25	Scott Jones	\$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
June 2020

<u>Jobs per District</u>		<u>Type of Construction</u>	
First District	1	New Homes	18
Second District	5	Addition	2
Third District	6	Renovation/Alteration	8
Fourth District	68	Gas	12
Fifth District	28	Modular/Double-Wide	0
Sixth District	2	Trailer	0
Seventh District	4	HVAC	28
<hr/>		Backflow	43
Total	114	Commercial	2
		Farm Building	1
		Replacement	0
		<hr/>	
		Total	114

Administrative Fee:	71 @ \$ 10.00 = \$ 710.00
Public Sewer Connection Permit:	0 @ \$ 50.00 = \$ 0.00
Public Water Connection Permit:	0 @ \$ 50.00 = \$ 0.00
Mechanical Permit:	28 @ = \$ 1,631.00
Plumbing Permit:	31 @ = \$ 2,785.00
Gas Permit:	12 @ \$ 50.00 = \$ 600.00
Re-Inspection Fees:	0 @ \$ 0.00 = \$ 0.00

Fees From Permits: \$ 5,726.00

Backflow Test and Maintenance Forms:	37 @ \$ 25.00 = \$ 925.00
	6 @ \$ 0.00 = \$ 0.00

Fees From Backflow: \$ 925.00

Gas Fitter (GS):	9 @ \$ 0.00 = \$ 0.00
Gas Fitter (GS):	14 @ \$ 30.00 = \$ 420.00
Master HVACR (HM):	16 @ \$ 0.00 = \$ 0.00
Master HVACR (HM):	1 @ \$ 100.00 = \$ 100.00
Master HVACR (HM):	70 @ \$ 30.00 = \$ 2,100.00
Master Restricted HVACR (HR):	11 @ \$ 0.00 = \$ 0.00
Master Restricted HVACR (HR):	17 @ \$ 30.00 = \$ 510.00
Septic Installer Non-Resident (SN):	18 @ \$ 100.00 = \$ 1,800.00
Septic Installer Resident (SR):	9 @ \$ 100.00 = \$ 900.00
Water Conditioner Installer (WC):	3 @ \$ 30.00 = \$ 90.00

Fees From Licenses: \$ 5,920.00

No Refunds were issued during this period.

Administrative Fees (this month):	\$ 710.00
Middle Dept. Permits (75% this month):	\$ 3,762.00
Q.A. County Permits (25% this month):	\$ 1,254.00
Refunds (this month):	\$ 0.00

Administrative Fee Revenue (07/01/2019 - 06/30/2020):	\$ 10,180.00
Q.A. County License Revenue (07/01/2019 - 06/30/2020):	\$ 17,795.00
MDIA Permit Revenue (07/01/2019 - 06/30/2020):	\$ 57,759.74
Q.A. County Permit Revenue (07/01/2019 - 06/30/2020):	\$ 19,253.25
Q.A. County Backflow Forms (07/01/2019 - 06/30/2020):	\$ 6,725.00
Refunds (07/01/2019 - 06/30/2020):	\$ -240.00

Total Revenue (07/01/2019 - 06/30/2020): \$ 111,472.98



CASA OF THE MID-SHORE
TALBOT • DORCHESTER
QUEEN ANNE'S • KENT

August 7, 2020

Mr. Jonathan Seeman
The County Commissioners of Queen Anne's County
107 N. Liberty Street
Centreville, MD 21617

Dear Mr. Seeman and County Commissioners:

On behalf of CASA of the Mid-Shore, I send thanks for your generous grant award of \$14,000 for use in Fiscal Year 2021. Your generous support will help our mission to provide a strong CASA program serving Queen Anne's County with volunteer Court Appointed Special Advocate (CASA) for children who are under the court's protection because of abuse, neglect, abandonment, or their parents' inability to safely care for them.

We are deeply grateful for your generous and thoughtful philanthropy during this unprecedented time of global crisis. Our role in children's lives is especially poignant now. We often remark that in addition to assisting judges, our CASA volunteers' consistent presence gives children the message that their lives matter. Never has this been more apparent. Our CASA volunteers are reaching out and checking on their appointed children in creative and meaningful ways. We want each child to know we care and are continuing to advocate for him or her in any way possible.

I thank you once again for your support of local children who need CASA volunteers by their side. We are most grateful for your support of our mission and send best wishes for your continued health and safety.

Sincerely,



Robin Davenport
Executive Director

CASA of the Mid-Shore is a private, nonprofit 501(c)(3) organization.
Under the terms of the Federal Tax law relating to charitable giving, we confirm that you received no goods or services for this gift.
A copy of our current financial statement is available upon request by contacting CASA of the Mid-Shore at 1 S. Washington Street, Suite 2, Easton, MD 21601 or by calling 410-822-2866. Documents and information submitted under the Maryland Solicitations Act are also available, for the cost of postage and copies, from the Maryland Secretary of State, State House, Annapolis MD 21401, 410-974-5534.

August 7, 2020

**BOARD OF
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EXECUTIVE DIRECTOR
Jessica J. Mimms

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

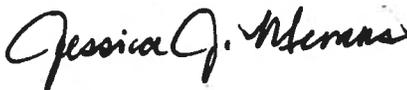
Dear Queen Anne's County Commissioners,

Big Brothers Big Sisters of the Eastern Shore would like to thank County Commissioners of Queen Anne's County for \$5,000 to support mentoring services for children facing adversity in Queen Anne's County.

Your contribution is a critical investment into the future of our local children and enables us to fulfill our mission to enrich and support children facing adversity and ignite the power and promise of youth in our community. Big Brothers Big Sisters also makes meaningful, professionally supported mentorship matches between volunteers and children that change their lives for the better, forever.

On behalf of Big Brothers Big Sisters of the Eastern Shore, children and families we serve, and our Board of Directors, we would like to thank you for your partnership to improve our community and look forward to your continued support. We appreciate your commitment to nurture children and strengthen communities!

Thank you,



Jessica J. Mimms

COMMISSIONER'S OFFICE
AUG 31 '20 PM 2:46

Contributions to Big Brothers Big Sisters of the Eastern Shore, Inc. are tax deductible; our federal tax identification number is 813569849. This letter serves to verify that you did not receive items or services of value in exchange for your contribution and the entire amount of your contribution is therefore tax deductible. You should retain this letter in your records. A copy of our current financial statement is available at our address or by contacting the Secretary of State.