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

Thank you for your cooperation and understanding.

1. CLOSED SESSION
   5:00 p.m. Under Section 3-305(b) (1) of the General Prevision Article “Boards & Commissions”
   “Personnel”

2. CALL TO ORDER
   5:30 p.m. Call to Order,
   Pledge of Allegiance,
   Moment of Silence,
   Approval of Agenda
   Accept County Commissioners’ Minutes
   - Regular Minutes – January 12, 2020
   - Closed Session – January 12, 2020
   Press and Public Comments**

3. NEW BUSINESS
   5:45 p.m. Mr. Todd R. Mohn, PE, County Administrator
   “Presentation of Documents for Signatures and Weekly Correspondence”
   Action
   1. Branding Services Contract Award
   2. Property Liens
   3. Upper Shore Workforce Investment Board members
COUNTY COMMISSIONERS SCHEDULE

TUESDAY, JANUARY 26, 2021

LEGISLATIVE DAY

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Accept County Commissioners’ Minutes - Regular Minutes – January 12, 2020 - Closed Session – January 12, 2020

P 01.26.2021Correspondence.pdf

NEW BUSINESS

5:45 p.m.          Mr. Todd R. Mohn, PE, County Administrator

“Presentation of Documents for Signatures and Weekly Correspondence” Action

1. Branding Services Contract Award
2. Property Liens
3. Upper Shore Workforce Investment Board members
4. Request for Approval > $25,000 Maxim Healthcare Services
5. Proposed Amendments to the Alcoholic Beverage Article
6. Petition to Terminate Public Easement – PC Recommendation
   - Gibson’s Grant Community Pier and Waterfront Park Area
7. Mutual Aid Agreement
8. Budget Amendment CC-25 – Clean Chesapeake Coalition

4. LEGISLATION

6:00 p.m.          Public Hearing
County Ordinance 20-13 – Cottage Home Planned Residential Development

6:10 p.m.          Public Hearing
County Ordinance 21-01 – Public Facilities Bond Authorization of 2021

Documents:

ORD 20-13.Pdf
ORD 21-01.Pdf

5. PRESENTATIONS

6:15 p.m.          Ms. Kelly Huber, Character Counts Coach Specialist
“Character Counts! – Proclamation”

6:30 p.m.          Mr. Scott A. Haas, Department of Emergency Services Director
“Department of Emergency Services Update”

6:45 p.m.          Ms. Donna K. Landis-Smith, Soil Conservation Aide/Land Preservation
“MALPF Matching Funds Program”

7:00 p.m.          Press and Public Comments**

7:05 p.m.          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.
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*** 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.

Three or more of the County Commissioners may be attending the following events in the next few weeks:
January-March MACo Legislative Hearings
COUNTY COMMISSIONERS SCHEDULE
TUESDAY, JANUARY 26, 2021
LEGISLATIVE DAY

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Accept County Commissioners’ Minutes – Regular Minutes – January 12, 2020 – Closed Session – January 12, 2020

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5:45 p.m.          Mr. Todd R. Mohn, PE, County Administrator

"Presentation of Documents for Signatures and Weekly Correspondence"

Action

1. Branding Services Contract Award
2. Property Liens
3. Upper Shore Workforce Investment Board members
4. Request for Approval > $25,000 Maxim Healthcare Services
5. Proposed Amendments to the Alcoholic Beverage Article
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documents:
01.26.2021Correspondence.pdf

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1.
2.
3.

Documents:

4.
Documents:

5.

Documents:

3.

documents:
4.

documents:
TO: County Commissioners
   Todd R. Mohn, County Administrator

FROM: Heather Tinelli, Director

CC: Katie Clendaniel, Marketing and Destination Development

DATE: 1/20/21

SUBJECT: Branding Services Contract Award

BACKGROUND:
An RFP for branding services was advertised with a deadline for submission of 12/28/20 through the County and State procurement websites. The proposed work consists of market research, creation of brand strategy and brand creative and design with a goal of creating a new cohesive brand identity for Queen Anne’s County.

The County was awarded a USDA Rural Business Development Grant for $30,000 and the total budget for the project is $45,400. The remaining portion of the project cost, $14,500, will be covered under the department of Economic and Tourism Development budget.

QAC received 8 proposals for the project. After review of the proposals by the committee, the department believes that Choptank Communication’s proposal meets all the project requirements and its fees are within the budgeted amount of $40,000. Adequate funding is available through the USDA grant award and marketing budget of QACETD.

A copy of the proposal and detailed budget for the project is attached for your review.

SUGGESTED MOTION:
I motion that we authorize the Director of Economic and Tourism Development to execute the contract with Choptank Communications for the QAC Branding Project on behalf of the County Commissioners for an amount not to exceed $40,000.

ATT: Proposal and Detailed budget for project
December 28, 2020

Katie Clendaniel
Queen Anne’s County Department of Economic & Tourism Development
425 Piney Narrows Road
Chester, MD 21619

Dear Katie:

Attached please find a proposal from Choptank Communications in response to Queen Anne’s request for qualifications from prospective agencies to research, create and develop a branding initiative for the county.

For almost a decade, Choptank Communications has worked with government, private sector and non-profit organizations to develop and implement marketing, place branding and public relations strategies. Headquartered on Maryland’s Eastern Shore, our clients include economic development and tourism agencies throughout the region. We have extensive experience both as an independent firm and in our previous roles as Chief Marketing Officer for the Maryland Department of Commerce (Andrea) and TBC Executive Vice-President (Brent).

The attached outlines our agency qualifications and capabilities; marketing services; place branding experience; process and approach; proposed phases and scope of work; and fee structure. We are confident we can meet the goals outlined in the RFQ within the budget allowance.

Katie, we would be honored to work with you and your team alongside Queen Anne’s County elected officials, stakeholders and business/community leaders to develop a uniform, authentic and adaptable place brand. We believe our proven track record combined with our knowledge of the Eastern Shore, makes us distinctly qualified to serve in this role. Moreover, Choptank Communications is an established business in good standing with the State of Maryland.

Please let me know if you have any questions. We look forward to the possibility of collaborating with you in the new year.

Sincerely,

Andréa Vernot
Andréa Vernot, President
Choptank Communications
Choptank Communications Marketing & Rebranding Qualifications

Every place, large or small, is challenged to answer one critical question: Why choose here?

Choptank Communications creates brand platforms and marketing strategies that inspire, engage and motivate choices.

We believe that branding is an opportunity to convene, collaborate and communicate an authentic, representative identity in support of Queen Anne’s County’s vision and goals.

AGENCY QUALIFICATIONS & CAPABILITIES

Choptank Communications is a full-service marketing and public relations agency. We specialize in destination marketing, economic development, higher education and business branding. Informed by decades of experience – and inspired by exceptional people, products, and places – we deliver outstanding results for our clients.

- Choptank offers Queen Anne’s County a proven approach, demonstrated success and local knowledge.
- Established in 2012 by Andrea Vernot and Brent Burkhardt, we are an Eastern-Shore based marketing firm with significant destination marketing and branding experience.
- Focused on building brands, we’ve facilitated and executed strategic marketing initiatives for economic development agencies, higher education institutions, real estate developers, manufacturers and professional service providers.
- We excel in revealing - and celebrating - what makes a place distinct. From assessing a community’s assets and identifying its unique value proposition to creating brand concepts and building fully integrated, measurable communications campaigns, we are poised to partner with Queen Anne’s County on this initiative.

MARKETING SERVICES

<table>
<thead>
<tr>
<th>Marketing</th>
<th>Place Branding</th>
<th>Public Relations</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Advertising</td>
<td>- Brand Strategy &amp; Creation</td>
<td>- Crisis Management</td>
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<tr>
<td>- Campaigns</td>
<td>- Brand Style Guidelines</td>
<td>- Event Planning</td>
</tr>
<tr>
<td>- Brand Development</td>
<td>- Brand Adoption &amp; Activation</td>
<td>- Internal Communications</td>
</tr>
<tr>
<td>- Collateral</td>
<td>- Community Engagement</td>
<td>- Media Relations &amp; Training</td>
</tr>
<tr>
<td>Materials</td>
<td>- Research &amp; Strategy</td>
<td>- Press Releases &amp; Media Kits</td>
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<td>- Marketing Plan</td>
<td>- Stakeholder Insights</td>
<td>- Reputation Management</td>
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<td>Development</td>
<td>- Visual Identity Development</td>
<td>- Speech Writing</td>
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<td>- Social Media</td>
<td></td>
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<tr>
<td>- Strategic Planning</td>
<td></td>
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<tr>
<td>- Web Design</td>
<td></td>
<td></td>
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<tr>
<td>&amp; Development</td>
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</tbody>
</table>
PLACE BRANDING EXPERIENCE

We know Maryland and what sets Delmarva's communities apart from one another and the region. Our work locally includes the following place brands:

- Beach to Bay Heritage Area\(^1\): Beaches, Bays & Water Ways
- Chesapeake College: Your time. Your place.
- Dorchester County: Water moves us
- Downtown Cambridge: Soul of the Shore
- Caroline County: You belong here!\(^2\)
- Worcester County Tourism, Economic Development, Recreation and Parks: Maryland’s Coast: Naturally Cool

OUR PROCESS & APPROACH

From our first consultation through community engagement, conceptual development and creative execution, principals Andrea Vernot and Brent Burkhardt have developed brands and strategic marketing initiatives for dozens of clients since launching Choptank.

We have mastered a place-branding process that engages community members, business leaders and stakeholders. In addition to place branding, a significant part of our work is developing public relations and marketing initiatives for emerging and established businesses.

Our process is collaborative, inclusive and demonstrated. It includes the following steps:

1. **Plan** Hold strategic planning session to define goals, scope and outcomes
2. **Discover** Conduct market research and environmental scan. Analyze existing branding and marketing positions within the county and in the region
3. **Engage** Connect with stakeholders, influencers and area/business representatives
4. **Analyze** Evaluate findings and present positioning concepts
5. **Validate** Test concepts with target audiences, solicit support
6. **Document** Outline brand abstract, communication plan and implementation strategy
7. **Create** Develop visual identity, logo marks and style guidelines
8. **Showcase** Create application examples, brand hierarchy and standards

It has been our experience that thoughtful implementation of these actions leads to successful development of uniform place brands that inspires community pride, articulate clear and compelling messages, resonate with target audiences, and are adaptable across agencies and marketing applications.

---

\(^1\) Formerly Lower Eastern Shore Heritage Area

\(^2\) Choptank led community engagement, analysis and positioning, creative executed by a separate graphic designer
PROPOSED PHASES & SCOPE OF WORK

Phase I: Market Research & Planning

To define how Queen Anne’s County could be perceived – and develop an identity that reflects and resonates with both stakeholders and target markets - we will execute a planning and outreach process that forms the brand position’s foundation. It includes:

- Define strategic planning process, participants, roles and timeline
- Identify community, business and county representatives and in community engagement
- Audit existing research and assets; conduct market analysis

Phase II: Brand Strategy

The unified and representative marketing identity, positioning concept and rationale, will reflect Queen Anne’s business, recreation and quality of life assets. We will:

- Plan and conduct outreach and stakeholder engagement (i.e., focus groups, surveys, executive interviews)
- Document proceedings and analyze findings
- Create and manage ‘check in’ process; address feedback
- Develop positioning concepts and messages reflecting input, best practices and opportunities
- Produce written abstract (white paper) summarizing brand platform and recommendations

Phase III: Brand Creative & Design

Following completion of the research and brand strategy phases, we will illustrate Queen Anne’s brand with creative concepts and application examples, define the branding architecture, and provide the core creative assets to include:

- Develop creative concepts and approaches
- Finalize selected design concept/s with proposed taglines
- Illustrate logo and word marks for application across departments
- Produce a detailed style and usage guide
- Deliver production-ready graphic files for select applications (digital, print)
- Illustrate design in 4-5 applications (business card, banner, sign, etc.)
- Assist with brand launch

The branding platform will be capable of being showcased in applications and marketing materials to inspire interest, foster pride and drive awareness as defined during planning.

FEE STRUCTURE

| Phase I – Market Research & Planning       | $ 2,500 |
| Phase II – Brand Strategy & Identity      | $22,500 |
| Phase III – Brand Creative & Design       | $15,000 |
EXHIBIT B
Queen Anne's County Marketing Study and Rebranding Project
Budget
FY21

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<th>Sources:</th>
<th>Cash</th>
<th>In-Kind</th>
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<td>USDA RBDG Grant</td>
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<td>Queen Anne's County</td>
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<td>TOTAL Sources</td>
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<th>Uses:</th>
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<td>Marketing</td>
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<td>Staff Hours(60 hours x $30)</td>
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<td>TOTAL Uses</td>
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### Project Summary

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<tr>
<th>Activity #</th>
<th>Activity Name and Description</th>
<th>Start Date</th>
<th>End Date</th>
<th>RBDG Funds</th>
<th>Other Funds</th>
<th>Total Project Costs</th>
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### Activity Budgets

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<tr>
<th>Activity #1</th>
<th>Market Research</th>
<th>hours/rates or item cost</th>
<th>Total for each person</th>
<th>RBDG Funds</th>
<th>Supplemental (Other) Funds</th>
<th>Total Project Costs</th>
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</table>
| Personnel   | 40 hr X $30  
20 hr X $43 | $2,060                   | $2,060                | $2,060     | $2,060                    |                   |
| Fringe Benefits |            |                          |                       |            |                           |                   |
| Travel      |               |                          |                       |            |                           |                   |
| Supplies    |               |                          |                       |            |                           |                   |
| Contractual | Outside Marketing Contract | $10,000     | $10,000               | $10,000    |                           |                   |
| (Add Additional Cells) | | | | | | |
| **Total**   |               | **$12,060**              | **$10,000**           | **$2,060** | **$12,060**               |                   |

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<th>Supplemental (Other) Funds</th>
<th>Total Project Costs</th>
</tr>
</thead>
</table>
| Personnel   | 20 hr X $30  
10 hr X $43 | $1,030                   | $1,030                | $1,030     | $1,030                    |                   |
<p>| Fringe Benefits |            |                          |                       |            |                           |                   |
| Travel      |               |                          |                       |            |                           |                   |
| Supplies    |               |                          |                       |            |                           |                   |
| Contractual | Outside Marketing Contract | $10,000     | $10,000               | $10,000    |                           |                   |
| (Add Additional Cells) | | | | | | |
| <strong>Total</strong>   |               | <strong>$11,030</strong>              | <strong>$10,000</strong>           | <strong>$1,030</strong> | <strong>$11,030</strong>               |                   |</p>
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<td>Travel</td>
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<td>Supplies</td>
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<td>Contractual</td>
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<td>$11,410</td>
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<td>$11,410</td>
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</table>

**TOTALS** | | $45,400 | $30,000 | $15,400 | $45,400 |
To: County Commissioners
From: Vivian Swinson, Zoning Administrator
Subject: Property Lien's
Date: January 26, 2021

Map 59A, Parcel 164, Lot 3, 6303 Main Street, Queenstown ($220.00) Vacant
Map 30, Grid 15, Parcel 56, 1118 Price Station Road, Price ($300.00) Vacant

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

Recommended Action:
I move to approve Resolutions 21-02 through 21-03 to place a lien on each of the properties listed in the County Zoning Administrator's memorandum dated January 26, 2021 for nuisance violations.
WHEREAS, The County Commissioners of Queen Anne's County are authorized under Section 1-104(p) of the Code of Public Laws of Queen Anne's County (Article 18 of the Code of Public Local Laws of Maryland) "to provide that any valid charges or assessments made against real property within the County shall be liens upon such property to be collected in the same manner as County taxes are collected",

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

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

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

PROPERTY: 6303 Main St.
Queenstown, MD 21658

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

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

Vacant

AMOUNT OF ASSESSMENT: $120.00
ADMINISTRATIVE FEE: $100.00

WITNESS, the hands and seals of the County Commissioners of Queen Anne’s County this 26th day of January, 2020.

ATTEST: THE COUNTY COMMISSIONERS OF QUEEN ANNE’S COUNTY

__________________________________________

__________________________________________

__________________________________________

__________________________________________
To: County Commissioners

From: Vivian J. Swinson
Zoning Administrator

Date: September 18, 2020

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

On August 18, 2020, an independent contractor hired by the Zoning Office cut the grass at the above referenced address after the property owner ignored repeated attempts by the Zoning Inspector to get the site to comply with Queen Anne’s County Code Chapter 19 Article II §19-2.L.(2) which states: A person may not allow any vegetation to grow higher than 12 inches on any lot or parcel that is: (a) Less than three acres in size; and (b) located in an approved or recorded residential subdivision or any part of which is within 200 feet of a neighboring residence.

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

Recommended Action:

I move that we approve the Resolution to place a lien on the property located at 6303 Main St. Queenstown, MD 21658 in the amount of $220.00.
August 28, 2020

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

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

To Whom It May Concern:

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

Therefore, you have twenty (20) days from the date of this letter to pay the $120.00 bill, plus an administrative fee of $100.00 for a total of $220.00. Failure to pay the full amount will result in a lien being placed against your property. Please make the check payable to the Queen Anne’s County Commissioners and mail it to the Dept. of Planning and Zoning 110 Vincit St., Suite 104, Centreville, MD 21617.

I can be reached at 410-758-4088 Monday through Friday from 8:00am to 10:00am if you need to contact me. Thank you for your time in this matter.

Sincerely,

Joe Pippin
Zoning/Nuisance Inspector

check 9/17/20

Attachments: Invoice: Callahan’s Lawn Care
# Callahan's Lawn Care

P.O. Box 241  
Queenstown, MD 21658

---

**BILL TO**

Queen Anne's County  
Att. Vivian Swinson  
110 Vincit street  
Suite 104  
Centreville, MD 21617

---

**Invoice**

<table>
<thead>
<tr>
<th>DATE</th>
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<td>8/24/2020</td>
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**ITEM**

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<tr>
<th>DESCRIPTION</th>
<th>SERVICED</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>6303 main street cut</td>
<td>8/18/2020</td>
<td>120.00</td>
</tr>
<tr>
<td>cut overgrown lawn</td>
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<td></td>
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Thank you for your business.

**Total**  
$120.00
August 10, 2020

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

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

To Whom It May Concern:

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

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

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

Sincerely,

Joe Pippin
Zoning and Nuisance Inspector

check 8/17/20
- Not mowed, ordered mowed,
- waiting on invoice
RESOLUTION 21-03

WHEREAS, The County Commissioners of Queen Anne’s County are authorized under Section 1-104(p) of the Code of Public Laws of Queen Anne’s County (Article 18 of the Code of Public Local Laws of Maryland) “to provide that any valid charges or assessments made against real property within the County shall be liens upon such property to be collected in the same manner as County taxes are collected”,

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

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

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

PROPERTY: 1118 Price Station Rd.
Price, MD 21656

TAX MAP: 30  GRID: 15  PARCEL: 56  LOT: TAX ID#: 1802024322

OWNER: Palmer F. Councell
C/O Pamela Councell

AMOUNT OF ASSESSMENT: $200.00
ADMINISTRATIVE FEE: $100.00

WITNESS, the hands and seals of the County Commissioners of Queen Anne's County this________ day of ____________________, 2021.

ATTEST:
THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY

________________________________________
________________________________________
________________________________________
________________________________________
________________________________________
To: County Commissioners

From: Vivian J. Swinson
Zoning Administrator

Date: January 6, 2021

RE: Map 30, Grid 15, Parcel 56 (1118 Price Station Rd, Price, MD 21656)

On November 7, 2020, an independent contractor hired by the Zoning Office cut the grass at the above referenced address after the property owner ignored repeated attempts by the Zoning Inspector to get the site to comply with Queen Anne's County Code Chapter 19 Article II §19-2.1.(2) which states: A person may not allow any vegetation to grow higher than 12 inches on any lot or parcel that is: (a) Less than three acres in size; and (b) located in an approved or recorded residential subdivision or any part of which is within 200 feet of a neighboring residence.

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

Recommended Action:

I move that we approve the Resolution to place a lien on the property located at 1118 Price Station Rd, Price, MD 21656 in the amount of $300.00.
November 16, 2020

Mr. Palmer F. Councell  
C/O Pamela Councell  
817 Fox Meadow Rd.  
Queen Anne, MD 21657

RE: Tax Map 0030, Parcel 0056 (1118 Price Station Rd. Price, MD 21656)

To Whom It May Concern:

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

Therefore, you have twenty (20) days from the date of this letter to pay the $200.00 bill, plus an administrative fee of $100.00 for a total of $300.00. Failure to pay the full amount will result in a lien being placed against your property. Please make the check payable to the Queen Anne’s County Commissioners and mail it to the Dept. of Planning and Zoning 110 Vincit St., Suite 104, Centreville, MD 21617.

I can be reached at 410-758-4088 Monday through Friday from 8:00am to 10:00am if you need to contact me. Thank you for your time in this matter.

Sincerely,

Joe Pippin  
Zoning/Nuisance Inspector

check 12/6/20

Attachments: Invoice: B & K Plant Farm & Landscaping, LLC
# Invoice

**B & K Plant Farm & Landscaping, LLC**

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

---

**RECEIVED**  

**QUEEN ANNE'S COUNTY PLANNING & ZONING**

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<table>
<thead>
<tr>
<th>Date</th>
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<tbody>
<tr>
<td>11/8/2020</td>
<td>4704</td>
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**Bill To**

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

---

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>11/07 Cut &amp; trimmed tall grass at 1118 Price Station Rd.</td>
<td>200.00</td>
</tr>
</tbody>
</table>

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

**Total**  

$200.00
October 20, 2020

Mr. Palmer F. Councell
C/O Pamela Councell
817 Fox Meadow Rd.
Queen Anne, MD 21657

RE: Tax Map 0030, Parcel 0056 (1118 Price Station Rd. Price, MD 21656) Tall Grass

To Whom It May Concern:

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

You must cut the entire yard, not just around the house. You have seven (7) days from the date of this letter to address the violation. If the grass is not cut, you may be issued a citation or Queen Anne’s County may hire an independent contractor to cut the grass. Failure to pay the cost of the grass cutting within fifteen (15) days will result in a lien being placed against your property.

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

Sincerely,

Joe Pippin
Zoning/Nuisance Inspector

- check 10/27/20
- not mowed 11/5/20
- ordered mowed text Add
Mr. Christopher M. Corchiarino, President
Queen Anne's County Commission
107 North Liberty Street
Centreville, MD 21617

Dear President Corchiarino:

The Workforce Innovation and Opportunity Act mandates that the Upper Shore Workforce Investment Board (USWIB) is composed of three types of members: private sector representatives, agency representatives and community-based organization representatives. The Workforce Innovation and Opportunity Act provides guidance for the appointment of private sector representatives but does not provide guidance for the appointment of agency representatives and community-based organization representatives. In the absence of guidance from the Act, the USWIB is asking the Queen Anne's County Commission to concur with the agency representatives and community-based organization representatives who are asked to serve on the USWIB. These nominees are proposed by the state agency or organization that they represent.

The USWIB is requesting that the Queen Anne's County Commission concur with Terenda V. Thomas serving a three-year term on the USWIB. Terenda V. Thomas represents the programs included in Title III of the Workforce Innovation and Opportunity Act and was proposed for USWIB service by Lloyd Day, the Director of Field Operations for the Maryland Department of Labor. Terenda V. Thomas holds the position, Upper Shore Labor Exchange Administrator for the Maryland Department of Labor.

Terenda V. Thomas will fill the requirement for a representative on the USWIB for the Maryland Department of Labor as required in section 107 (b) of WIOA that requires this representation.

If there are any questions or concerns with this process or nomination, please contact USWIB Executive Director Daniel P. McDermott. Mr. McDermott can be reached via email at dmcdermott@chesapeake.edu or by phone at 410-708-2663.

Thank you for your consideration and attention to the USWIB, its members and its programs.

Sincerely,

Daniel P. McDermott
Executive Director

The Upper Shore Workforce Investment Board is an equal opportunity employer/program
Auxiliary aids are available upon request to individuals with disabilities.

Motion: I move to concur with Terenda V. Thomas serving a three-year term on the USWIB.
Memorandum

To: Queen Anne's County Board of County Commissioners

From: Dr. Joseph Ciotola, Health Officer

cc: Queen Anne’s County Administrator

Date: January 19, 2021

Re: Request for Approval > $25,000 Maxim Healthcare Services

The Queen Anne’s County Department of Health is requesting an exemption to the normal procurement policy to provide for extra staffing during the Covid-19 National Pandemic. QACDOH reached out to Maxim Healthcare Services for assistance in staffing due to critical nursing shortages. Maxim Healthcare Services has been able to secure and deliver qualified applicants who helped our response to the pandemic.

QACDOH was provided Maxim Healthcare Services information through Prince George’s County, who had established a contract with Maxim Healthcare Services. Through the contract, it was set up that other counties could also use the services that Maxim Healthcare Services without going through the normal solicitation process.

The staff that Maxim Healthcare Services has provided has been a huge part of our response to the Covid-19 pandemic. The staff provided has assisted and worked closely with QACDOH staff on Covid-19 testing, contact tracing, and now Covid-19 vaccination.

Motion: I move to grant the Queen Anne’s County Department of Health an exemption to the normal procurement policy to provide for extra staffing during the Covid-19 National Pandemic.
January 15, 2021

Queen Anne’s County Commissioners
Liberty Building
107 N. Liberty Street
Centreville, Maryland 21617

Re: Proposed Amendments to the Alcoholic Beverages Article of the Annotated Code of Maryland

Dear Commissioners:

At its January meeting, the Board of License Commissioners of Queen Anne’s County ("Liquor Board") voted 3/2 to request your support to amend HB 12 (copy attached) – cross-filed as SB 205 to the end that Queen Anne’s County would be excluded from its provisions. Alternatively, the Board voted unanimously to request you support exclusion from Subsection (C) of the bills.

In addition, the Liquor Board is aware that there may be an effort to amend Alcoholic Beverages Article §4-205 which prohibits issuance of a liquor license for use in conjunction with or on the premises of a chain store, supermarket, or discount house. Here too, the Liquor Board seeks your support in excluding Queen Anne’s County from any effort to permit sales at these locations.

If you require additional information or would like to meet with the Liquor Board regarding the above, please contact the undersigned. Otherwise, the Liquor Board requests that you communicate its position to the Eastern Shore Delegation.

Sincerely,

Jeffrey E. Thompson
Board Counsel
A BILL ENTITLED

AN ACT concerning

Alcoholic Beverages—Sale or Delivery for Off-Premises Consumption

FOR the purpose of altering the scope of a certain provision prohibiting the retail delivery
to a purchaser of alcoholic beverages under certain circumstances; authorizing the
holders of certain licenses that authorize the sale of alcoholic beverages at a
restaurant, bar, or tavern to sell certain alcoholic beverages for off-premises
consumption or delivery under certain circumstances; prohibiting a local licensing
board from charging a certain license holder an additional fee under certain
circumstances; and generally relating to the sale of alcoholic beverages at
restaurants, bars, and taverns.

BY repealing and reenacting, with amendments,

Article – Alcoholic Beverages
Section 4–507
Annotated Code of Maryland
(2016 Volume and 2020 Supplement)

BY adding to

Article – Alcoholic Beverages
Section 4–1107
Annotated Code of Maryland
(2016 Volume and 2020 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

Article – Alcoholic Beverages

4–507.

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.
[Brackets] indicate matter deleted from existing law.
(a) This section does not apply to:

(1) the delivery of wine from a direct wine shipper to a consumer using a common carrier in accordance with Title 2, Subtitle 1, Part V of this article; [or]

(2) the holder of a common carrier permit in the course of delivering directly shipped wine in accordance with Title 2, Subtitle 1, Part V of this article; OR

(3) THE DELIVERY OF ALCOHOLIC BEVERAGES IN ACCORDANCE WITH § 4—1107 OF THIS TITLE.

(b) Retail delivery to a purchaser of alcoholic beverages is prohibited unless:

(1) a retail license holder obtains a letter of authorization from the local licensing board to make deliveries; and

(2) the delivery is made from the licensed premises by the retail license holder or an employee of the retail license holder.

4—1107.

(A) (1) THIS SUBSECTION APPLIES ONLY TO A LICENSE THAT AUTHORIZES THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION ONLY AT A RESTAURANT, BAR, OR TAVERN.

(2) A LICENSE HOLDER UNDER THIS SUBSECTION MAY SELL ANY ALCOHOLIC BEVERAGES AUTHORIZED UNDER ITS LICENSE, INCLUDING, IF AUTHORIZED, A MIXED DRINK OR COCKTAIL, IN A SEALED OR CLOSED CONTAINER FOR OFF-PREMISES CONSUMPTION OR DELIVERY IF:

(I) THE ALCOHOLIC BEVERAGE IS PURCHASED ALONG WITH PREPARED FOOD OTHER THAN PREPACKAGED SNACKS;

(II) THE INDIVIDUAL PURCHASING THE ALCOHOLIC BEVERAGE:

1. IS AT LEAST 21 YEARS OF AGE;

2. PROVIDES VALID IDENTIFICATION AS PROOF OF AGE;

AND

3. IF THE SALE IS FOR DELIVERY, PROVIDES ANY DOCUMENTATION THAT THE LOCAL LICENSING BOARD REQUIRES;

(III) THE LICENSE HOLDER HAS REGISTERED AND RECEIVED
WRITTEN AUTHORIZATION FROM THE LOCAL LIQUOR LICENSING BOARD TO SELL ALCOHOLIC BEVERAGES AUTHORIZED UNDER ITS LICENSE FOR OFF-PREMISES CONSUMPTION OR DELIVERY;

(IV) EACH ALCOHOLIC BEVERAGE SOLD FOR OFF-PREMISES CONSUMPTION OR DELIVERY IS:

1. PROVIDED IN THE MANUFACTURER'S ORIGINAL SEALED CONTAINER OR IN A CONTAINER CLOSED WITH A CAP, CORK, SEAL, OR LID WITH NO HOLES FOR STRAWS OR SIPPING; AND

2. SOLD OR DELIVERED NOT LATER THAN 11 P.M.;

(V) THE DELIVERY OF AN ALCOHOLIC BEVERAGE IS MADE FROM THE LICENSED PREMISES BY THE LICENSE HOLDER OR THE HOLDER'S EMPLOYEE TO THE INDIVIDUAL PURCHASING THE ALCOHOLIC BEVERAGE; AND

(VI) THE ALCOHOLIC BEVERAGE IS NOT DELIVERED TO:

1. ANOTHER PREMISES LICENSED TO SELL ALCOHOLIC BEVERAGES; OR

2. AN ADDRESS LOCATED OUTSIDE OF THE LICENSED JURISDICTION.

(B) (1) THIS SUBSECTION APPLIES ONLY TO A LICENSE THAT AUTHORIZES THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISES AND OFF-PREMISES CONSUMPTION AT A RESTAURANT, BAR, OR TAVERN.

(2) A LICENSE HOLDER UNDER THIS SUBSECTION MAY OBTAIN A PERMIT FROM THE LOCAL LICENSING BOARD THAT AUTHORIZES THE HOLDER TO SELL A MIXED DRINK OR COCKTAIL IN A SEALED OR CLOSED CONTAINER FOR OFF-PREMISES CONSUMPTION OR DELIVERY IF:

(I) THE MIXED DRINK OR COCKTAIL IS PURCHASED ALONG WITH PREPARED FOOD OTHER THAN PREPACKAGED SNACKS;

(II) THE INDIVIDUAL PURCHASING THE MIXED DRINK OR COCKTAIL:

1. IS AT LEAST 21 YEARS OF AGE;

2. PROVIDES VALID IDENTIFICATION AS PROOF OF AGE;
AND

3. IF THE SALE IS FOR DELIVERY, PROVIDES ANY DOCUMENTATION THAT THE LOCAL LICENSING BOARD REQUIRES;

(III) EACH MIXED DRINK OR COCKTAIL SOLD FOR OFF-PREMISES CONSUMPTION OR DELIVERY IS:

1. PROVIDED IN THE MANUFACTURER’S ORIGINAL SEALED CONTAINER OR IN A CONTAINER CLOSED WITH A CAP, CORK, SEAL, OR LID WITH NO HOLES FOR STRAWS OR SIPPING; AND

2. SOLD OR DELIVERED NOT LATER THAN 11 P.M.;

(IV) THE DELIVERY OF THE MIXED DRINK OR COCKTAIL IS MADE FROM THE LICENSED PREMISES BY THE LICENSE HOLDER OR THE HOLDER’S EMPLOYEE TO THE INDIVIDUAL PURCHASING THE MIXED DRINK OR COCKTAIL; AND

(V) THE MIXED DRINK OR COCKTAIL IS NOT DELIVERED TO:

1. ANOTHER PREMISES LICENSED TO SELL ALCOHOLIC BEVERAGES; OR

2. AN ADDRESS LOCATED OUTSIDE OF THE LICENSED JURISDICTION.

(C) A LOCAL LICENSING BOARD MAY NOT CHARGE A LICENSE HOLDER AN ADDITIONAL FEE FOR SELLING OR DELIVERING ALCOHOLIC BEVERAGES IN ACCORDANCE WITH THIS SECTION.

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July 1, 2021.
Jeff, for discussions sake these are the reasons that I voted in favor of opposing the entire proposed legislation.

Sent from my iPad

Begin forwarded message:

From: Thomas Beery <tom.beery209@gmail.com>
Date: January 9, 2021 at 12:47:43 PM EST
To: Thomas Beery <tom.beery209@yahoo.com>
Subject: Alcohol Delivery

On the face of this proposal, it appears to provide needed support for restaurants in this most difficult time of pandemic. Everyone should be in favor of helping the hospitality industry, but we have already done so by providing this service, as authorized, under the Governor’s Executive Order. What doesn’t this proposal address? It doesn’t reconcile the harmful effects to health, safety and welfare of the public, and it has been well documented over the months that we have experienced this very service (MALA sponsored webinar). Science professionals, law enforcement and Alcohol Licensing Boards have reported increases in alcohol abuse and violation issues including impaired driving and declining licensee compliance among other things.

Additionally, this proposal will blur the lines between “on and off sale” licensing. I believe that it is the slippery slope that provides the pathway to “go cup” provisions that are currently prohibited in many jurisdictions. Past experience with go cups has not been favorable to the public’s health and safety.

This proposal also prohibits Local Boards from charging nominal fees for delivery and carryout services of alcoholic beverages, which we currently enjoy. It should be noted that the Board is legislatively required to inspect for compliance for this service, and we should be allowed to charge a fair and nominal fee.

In short, it appears to me that the upside potential benefit to some Licensees is outweighed by the downside of the slope. This is just my opinion that is based on our discussions of the issues at the board meeting and prior information provided by MALA and other knowledgable Coalitions.
JANUARY 13, 2021

Dear Maryland Legislator:

For the record and on behalf of the Queen Anne’s County Drug-Free Coalition, we would like to express our firm opposition to this legislation to continue the Sale or Delivery of Alcoholic Beverages for Off-Premises Consumption. (HB12)

Under the Governor’s Executive Order this was to provide temporary support for service businesses during our current pandemic. What this proposal does not address is the harmful effects to the health, safety and welfare of our Maryland citizens.

In the first 6 months of this year opioid related deaths and alcohol related deaths were the same number in Queen Anne’s County. There were over 2,300 alcohol related deaths in Maryland in 2019. That same year law enforcement had 262 DUIs in QAC alone. In 2018 40% of QAC High School Students report drinking in the last 30 days. (2018 Youth Risk Behavior Survey – Queen Anne’s County)

One cannot argue with the data that shows the significant social coat of excessive alcohol use. Taxes never cover the cost burdens of underage drinking while pregnant, worker absences, health care and criminal processing.

Licensee compliance rates have fallen in QAC from 95% to 65% during the pandemic period.

This proposal provides a pathway for “to Go Cups”, and with no further resources to the Licensing Boards, who are required to inspect for compliance. What funds have the licensing board been given to enforce the inspections. Licensing.

In 2018 QAC completed a Community’s that Care Survey. Where do kids get alcohol? They get it at home. That is not being checked. The Licensing Board does not inspect private residences, so how can this be enforced and violators held accountable.

The alcohol outlets in QAC are our partners, they reside in and genuinely care about their community. The Governor’s Order has helped, but it needs to die when the pandemic emergency is over. Under the Governor’s Executive Order was to provide temporary support for service industries during our current COVID-19 pandemic but this proposal does not address is the harmful effects to the health, safety and welfare of our Maryland citizens.

Regards,

Warren Wright
CHAIR - QACDFC
MEMORANDUM

TO: Queen Anne’s County Board of Commissioners
FROM: Kathy Deoudes, Chairman, Economic Development Commission
CC: Heather Tinelli, Director, Department of Economic and Tourism Development
     Todd Mohn, County Administrator

DATE: 1/20/2021
SUBJECT: Proposed Amendments to the Alcoholic Beverages Article of the Annotated Code of MD: HB 12 cross-filed SB 205.

The Economic Development Commission (EDC) reviewed the proposed legislation in HB 12 and SB 205 which would allow for the sale or delivery of alcoholic beverages for off premises consumption by certain license holders including restaurants, bars and taverns.

By majority vote, the EDC voted to support this legislation and oppose the recommendations brought forth by the QAC Liquor Board asking for exclusion of Queen Anne’s County from these provisions. If an exclusion were to occur, our local restaurants and bars would face undue competition from neighboring Counties and this would also be viewed as a negative factor when prospective restaurants are looking to expand into Queen Anne’s County.

The restaurant industry has been significantly strained due to the effects of COVID-19 restrictions and the EDC does not want to see any added burdens or constraints aimed towards this industry.

Sincerely

Kathy Deoudes
Chair
MEMORANDUM

DATE: 8 DECEMBER 2020
TO: COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY
FROM: AMY G. MOREDOCK, PLANNING DIRECTOR
SUBJECT: PETITION TO TERMINATE PUBLIC EASEMENT – PC RECOMMENDATION
GIBSONS GRANT – COMMUNITY PIER AND WATERFRONT PARK AREA

BACKGROUND
In her capacity as Chair of the Gibsons Grant Pier Usage Committee and on behalf of the Community Association, Valerie G.S. Hirsch has requested that the County Commissioners terminate the public easement currently in place on the waterfront park area and the community pier located within the subdivision. Attached please find the formal request and affiliated exhibits.

Ms. Hirsch placed this request before the County Commissioners at its 25 August 2020 meeting because the County is a party to that public easement as a component of the 2006 Gibsons Grant subdivision approval. As the public easement in question is a part of the subdivision approval, the County Commissioner conveyed this petition to the Planning Commission for review and recommendation.

At its 12 November 2020 meeting, the Planning Commission reviewed the Community Association’s formal and affiliated exhibits and heard testimony. After much discussion, the Commission voted (3 in support and 2 against) to send an unfavorable recommendation to the County Commissioners regarding the petition to terminate the public easement citing inconsistency with the intent of the 2006 Gibsons Grant Subdivision approval and the affiliated Growth Allocation Conditions. See attached letter of recommendation.

COUNTY COMMISSIONER ACTION
Having reviewed the evidence put forward by Ms. Hirsch, the County Commissioners have three potential courses of action:

1. Termination of the easement citing consistency with the intent of the 2006 Gibsons Grant Subdivision approval [of note is Ordinance 05-19 which enacts the Growth Allocation Conditions of Approval—attached in its entirety herein].

2. Support of intermediate action such as:
   - Adoption of rules of public use which may limit hours or days of use, areas of use, and/or manners of use;
   - Providing an alternative location for public access easements to a waterfront park area and a community pier to replace the amenity in like kind; or
   - Favorable consideration of selected aspects of easement termination such as agreement that community pier access may be limited to community members per the 2006 Declaration of Covenants, Article VIII, Section 8.8 (Architectural Control. Community Pier) while
disagreement that the waterfront park area per Article XI, Section 11.4 (Easements. Perpetual Non-Exclusive Easement in Common Area Available for Public Use) should be likewise restricted, or vice versa.

3. Denial of the petition to terminate the easement per Planning Commission recommendation citing inconsistency with the intent of the 2006 Gibsons Grant Subdivision approval and the affiliated Growth Allocation Conditions.

**SUGGESTED MOTION**

I move to deny the petition to terminate the public easement on the Community Pier and Waterfront Park area in the Gibsons Grant Subdivision citing the Planning Commission’s letter of 30 November 2020 which identifies inconsistency with the intent of the 2006 Gibsons Grant Subdivision approval and the affiliated Growth Allocation Conditions.
30 November 2020

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

Re: Petition to Terminate Public Easement
Gibsons Grant – Community Pier and Waterfront Park Area

Dear President Moran,

At its 12 November 2020 meeting, the Planning Commission reviewed the application of the Gibsons Grant Community Association to terminate the public easement currently in place on the waterfront park area and the community pier located within the subdivision. After much discussion, the Commission voted (3 in support and 2 against) to send an unfavorable recommendation to the County Commissioners regarding the petition to terminate the public easement citing the following findings:

- Inconsistency with the intent of the 2006 Gibsons Grant Subdivision approval and the affiliated Growth Allocation Conditions, citing that a component of the overall subdivision approval and growth allocation award consideration was connected to providing these amenities to the public. Providing opportunities for public access to waterways is a goal of both the Comprehensive Plan and the Land Preservation, Parks and Preservation Plan.
- Lack of consideration of alternatives prior to seeking to terminate their agreement with the County. Specifically, the Planning Commission noted that the Community Association did not attempt to implement any public use rules, as is the practice for many public parks, in order to address their concerns about the usage of the pier and waterfront area. While the Planning Commission acknowledged that enforcement of such rules may present challenges, the members were of the opinion that such options should be explored prior to filing a petition to terminate the public easements.

Sincerely,
QUEEN ANNE'S COUNTY
PLANNING COMMISSION

Jeffrey Reiss
Chairman
VIA EMAIL

August 14, 2020

QAC County Commissioners
107 North Liberty Street
Centreville, MD 21617

Re: Gibson’s Grant Community Pier and Waterfront Park Area – Request for Permission to Terminate Public Easement

QAC County Commissioners:

I am writing in my capacity as Chair of the Pier Usage Committee of the Gibson’s Grant Community Association (Association) 1 to formally request that the county provide “express, written approval” to terminate the public easement for the Gibson’s Grant Community Pier and Waterfront Park Area. Express written approval from the County is required pursuant to the Declaration of Covenants, Conditions and Restrictions for Gibson’s Grant. (Exhibit 1, Attachment 6) The background and documentation with regard to this request are provided below and in the attached exhibits.

AS A CONDITION FOR APPROVAL OF THE DEVELOPMENT, THE COUNTY REQUIRED THE DEVELOPER TO DEDICATE A 55-ACRE CONSERVATION AREA TO BE OPEN TO THE GENERAL PUBLIC FOR PASSIVE RECREATION – THE COMMUNITY PIER AND WATERFRONT PARK AREA ARE NOT LOCATED IN THE PUBLIC USE CONSERVATION AREA

Gibson’s Grant became possible through reclassification of property premised upon numerous legislated conditions including dedication of a 55-acre conservation area 2 that would be open for, among other uses: passive recreation for the general public. The Community Pier and Waterfront Park Area 3 are not located in the 55-acre conservation area 4. The Association has found no evidence in Planning Commission meeting minutes that these facilities were required by the County to be open to

1 The Association appointed and authorized me to pursue this request on behalf of the Association at its February 13, 2020 meeting.
2 A Conservation Easement for maintenance is granted in the Declaration to the Wildfowl Trust of North America, Inc., Chesapeake Bay Environmental Center (CBEC). Judy Wink, Executive Director of CBEC, is an honorary, non-voting member of the Board of Directors of the Association. Ms. Wink fully endorses this petition, in particular, the assertions made in footnote 8.
3 Location of the pier is indicated on page 25 of the Plat and is not in the 55-acre conservation area (Plat Book 5M37, folio 84 A-BB). It is not clear exactly what the “waterfront park area” encompasses as it is not included in the definitions section of the Declaration. Most likely it refers to the waterfront pavilion and patio/seating area near the pier which is considered a community facility that members may reserve for a fee. Given that this area is not defined, and likely refers to a community facility, we respectfully request that the public easement for the “waterfront park area” be terminated as well. (Exhibit 1, Attachment 4, pg. 3)
4 See Drummond email reflecting agreement with this premise (Exhibit 2).
the public as part of the original development conditions; however, the developer’s recollection is that they committed to making the pier public as part of the negotiations with the County. The public easement for use of the pier and waterfront park came about when the Declaration was drafted by the developer. For the reasons stated in this petition, the Association respectfully requests that the County grant permission to terminate this public easement.

The developer has transferred full ownership of the pier to the Association. The initiative to make the pier “Community Only” began because of numerous challenges as the word spread that the pier is open to the public to include: overcrowding, all-day picnics by non-community members with coolers, chairs and umbrellas blocking passage, destruction of property, littering, violating catch and release, and significant damage to the protected environmental area around the pier and along the adjacent shoreline as the public uses the pier to enter protected areas. There is no designated parking nor are there any public toilet facilities near the pier or waterfront park which have created additional significant problems. The Association has incurred added expenses for repairs of damage caused by non-community members. These problems were likely unforeseen when the developer and the County agreed to make the pier open to the public; the Association is respectfully asking the County to reconsider the public easement in light of these unforeseen challenges. (Exhibit 3, photographs)

**Procedural Background of the Association’s Request**

**October 24, 2019** – The Association’s attorney, Valerie Barnes, Esq. of Michael S. Neall and Associates, sent a letter to the County requesting termination of the Easement for the Community Pier. On March 2, 2020 – Ms. Barnes sent a follow-up letter to the County asking for a reply to the October 24, 2019 letter. (Exhibit 1, Attachment 1)

**March 5, 2020** – Christopher Drummond, Esq., attorney for the QAC Planning Commission, responded explaining that Queens Anne’s County Ordinance No. 05-19 granted permission for the development of Gibson’s Grant as a residential community premised upon 22 discrete conditions and that two of those conditions involve the community pier. Mr. Drummond cited Conditions 2 and 7 which state that “Gibson Grant will dedicate at no cost approximately 55 acres along Macum Creek and the southern portion of the Property for resource protection uses (Conservation Area)” and “Gibson’s Grant will contain significant amenities such as waterfront access, perks, pedestrian trials, open space and community recreational facilities.” Mr. Drummond concluded that because the community pier is located in the Conservation Area shown on the approved plats (Plat Book SM37, folio 84 A-BB), public use of the community pier is required by legislation and as such, the use of the pier cannot be abridged without an amendment to Ordinance No. 05-19. (Exhibit 1, Attachments 2 and 3)

**June 1, 2020** – The Association responded to Mr. Drummond’s March 5 letter explaining that in reviewing the approved Plats, it was discovered that the community pier is not, in fact, located in the 55-

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3 Judy Wink performs regular litter clean-ups in the environmental area next to the pier. She has encountered toilet paper, fish heads and guts, used condoms, and human feces. She has observed people excreting off the pier. All of this creates a health hazard.

4 The letter stated that the Gibson Grant Board of Directors “takes no exception with any of the other non-exclusive easements granted to the public”. As explained below we also request termination of the easement for the “waterfront park areas.”
acre Conservation Area and is not, therefore, required by Ordinance No. 05-19 (legislation) to be open to public use. Instead, the pier is located in a "Passive and Recreational Open Space" and crosses over a protected "Shore Buffer Area". (Exhibit 1) The Deed of Open Space, Shore Buffer and Forest Conservation Easement for Gibson's Grant (Liber 1630, Folio 715) defines "Open Space" as "that portion of the Property designated and shown as Open Space on the plats for which the uses are generally limited to resource protection and passive recreational use as further described herein ..." and the "Conservation Area" as "that 55 acre ... part of Gibson's Grant Open Space designated for natural resource and wildlife habitat protection use and passive recreational use by the general public. [italics added]" (Exhibit 1, Attachment 5)

June 2, 2020 – Mr. Drummond replied stating agreement with the Association’s conclusion that the community pier is not within the 55-acre Conservation Area and that he could not recall whether public access to the community pier in the Open Space Area was discussed and promoted by the developers of Gibson’s Grant in its pitch for growth allocation approval. He suggested that Gibson’s Grant HOA should submit its request to the County Commissioners and that the Commissioners will likely ask the Department of Planning & Zoning for a report on the history of the Conservation and Open Space Areas and what, if any, representations were made in 2003-05 by the original developers about the pier. He also suggested that the HOA may wish to propose other places for legitimate "waterfront access" available to the public within the Conservation Area for the Commissioners' consideration and that Gibson’s Grant Residents purchased with notice of the public's access to the pier.

June 15, 2020 – In response to The Association’s June 11 inquiry, Amy Moredock, Principal Planner, QAC Planning and Zoning, advised that we should submit a formal request for the County’s reconsideration of the use of the Community Pier to include the specific action requested of the Commissioners, and background and documentation which substantiates the requested outcome.

7 Jacques Smith, President of the Association, contacted Mike Burlbaugh of Elm Street Development to inquire whether he remembers if the developer made promises regarding the Public Access to the Community Pier. Mr. Burlbaugh’s recollection is that the developer offered to open the pier to the public as part of the negotiations to get approval for the development.

8 Mr. Drummond suggests that the Association may wish to propose other places for “legitimate waterfront access” within the Conservation Area. The Association contends that a fishing pier in the conservation area is unnecessary as there is ample waterfront access, to all of the ponds in the conservation area through paths, open grassy banks, retaining wall banks, etc. The Conservation Easement does not require a fishing pier in order to provide the passive recreational uses spelled out in the Conservation Easement: “walking, hiking, strolling, cycling, fishing, animal and plant observation, viewing, sitting.” As stated above, Judy Wink concurs with this contention.

9 The requirement for “waterfront access” was stated in Ordinance No. 5-19, condition 7 “Gibson’s Grant will contain significant amenities such as waterfront access, parks, pedestrian trials, open space and community recreational facilities.” Condition 7 applies to the entire community, not just the 55-acre Conservation Area. It does not require all of these suggested amenities to be open to the public.

10 Mr. Drummond points out that Gibson’s Grant residents purchased lots with notice of the public’s access to the pier. Purchasers are provided with a copy of the 45-page declaration at settlement. Nevertheless, many were unaware of this public easement going in to settlement given that the pier was/is consistently advertised as a “Community Pier” which would reasonably lead one to believe it was “Community Only.” In addition, for years there was a misleading sign next to the pier stating that the pier was for use by Gibson’s Grant Residents only. There is a glimpse of the sign on the advertising video at https://www.gibsonsgrant.com/. (This sign was removed when the Association realized it contained misleading information.)
June 26, 2020 – In light of the County’s efforts to impose use restriction at several county parks, the Association requested immediate temporary permission to limit use of the Gibson’s Grant pier to community members only during the Covid crisis. On July 10, 2020, County Administrator Todd Mohn explained that the County implemented park restrictions based on capacity, not residency, and suggested that Association consider instituting temporary capacity-based restrictions.


As stated above, in his June 2, 2020 letter, Mr. Drummond suggested that research be done to establish if any representations were made in 2003-05 by the original developers about the pier. With the help of the Planning Commission staff John Shelton and Amy Moredock, the Association was provided with copies of all the Planning Commission minutes for 2003-05. The Association found no mention of the Community Pier or Waterfront Park Area was made in these minutes. Pertinent minutes include:

November 13, 2003 - Revised Concept Plan was submitted by White’s Heritage Partnership for mixed use planned residential development with 211 single-family homes, 214 townhomes and manor home condominiums and a resort component that will include a 65-room inn, tennis club, restaurant and 60 resort cottages. (There was no mention of a Conservation Park, Community Pier or Waterfront Park).

October 14, 2004 – Revised Concept Plan reduced the community to 280 single-family units, creation of a conservation easement proposed by developer; with eventual transfer of that portion of the property to a yet-to-be-determined conservation group. (There was no mention of a Community Pier or Waterfront Park).

December 9, 2004 – Growth Allocation Public Hearing Gibson’s Grant – The Planning Commission favorably recommended: ...(3) the 55 acres of the open space and mature forest located along Macum Creek and in the southern portion of the development site shall be permanently protected as shown on the plan, ...(6) the applicant shall develop legal documents which establish Gibson’s Grant Community Association to be responsible for community maintenance, including all parks, playgrounds, community, open space, private roads, recreation equipment and facilities and all community lands, property and amenities; ... (12) the applicant shall provide, a financial impact study of this project including the cost of maintaining the open space and conservation area. To be reviewed by the financial director. (There was no mention of a Community Pier or Waterfront Park).

Ordinance No. 05-19

October 18, 2005 - Queen Anne’s County Ordinance No. 05-19 was adopted granting permission for Gibson’s Grant under certain circumstances, most importantly, the 55-acre conservation area for passive use by the public. The Ordinance also required the Conservation Area to be held by a recognized land trust or natural resource protection group and shall be restricted to open space use, resource and wildlife habitat protection use and passive recreation for the general public. Conditions 12 - 18 require protective covenants and legal documentation drafted by the developer, including a plan for the Conservation Area. (Exhibit 1, Attachment 3)
Declaration of Covenants

December 13, 2006 - It is the Declaration of Covenants, Conditions and Restrictions for Gibson's Grant (Liber 1630 folio 727) Article XI, 11.4, Perpetual Non-Exclusive Easement in Common Area Available for Public Use, that created an easement for public use of the community pier and waterfront park. Specifically, Section 11.4 provides that: "[c]ertain portions of the Common Area, specifically the ... waterfront park areas, and Community Pier, but excepting the community center/facilities shall be and the same hereby are declared to be subject to a perpetual non-exclusive easement for the use by the general public... This easement for public use constitutes a servitude upon the land and runs with the land, and the Association shall not terminate said easement without the express, written approval of Queen Anne's County, Maryland." [bold type added]. (Exhibit 1, Attachment 6)

THE ASSOCIATION HAS FULL FINANCIAL RESPONSIBILITY FOR MAINTENANCE AND CARE OF THE 55-ACRE CONSERVATION AREA, A PUBLIC PARK OPEN TO ALL, NOT JUST QAC RESIDENTS; THE ADDED BURDEN OF MAINTAINING A PUBLIC PIER IS UNNECESSARILY BURDENSOME.

All maintenance and upkeep expenses for the Conservation Area, a public park, are paid by the Homeowners through Conservation Area Assessments. A deed of conservation easement is granted to the Wildfowl Trust of North America, Inc. (CBEC) for annual conservation maintenance. Recent annual expenses for 55-Acre Conservation Park and the Community Pier are as follows:

Annual Operating Expense\[n\]11
- $15,000 to CBEC for maintenance of the 55 acres
- $35,000 to Envirotech to maintain the areas that are not covered by CBEC (this also includes SWM pond maintenance which would not be part of the 55 acres)
- Roughly $2,000 in repairs and maintenance of the dock and other facilities located at the pier

Annual Reserve Allocation for Future Replacement
- $1750 to CBEC for future work on 55 acres

11 The annual operating outlay will fluctuate each year as it relates to the Envirotech expenses. Maintenance and Repair expenses will also fluctuate depending on the amount of damage from either normal wear or vandalism. CBEC has informed us that their expense will always be $15,000.
12 These expenses do not reflect the countless volunteer hours of Gibson Grant Residents dedicated to extra maintenance and repair. For example, residents performed much of the labor required to reduce the unhealthy tree monoculture that had emerged along Macum Creek.
CONCLUSION

Given that the Community Pier and Waterfront Park are not located in the 55-Acre Conservation Park, the public health and other issues that have arisen from public use of the pier and park, and the financial burden of maintaining a public pier and a public park is unreasonably burdensome, the Association respectfully requests that the county provide "express, written approval" to terminate the easement for the Community Pier and Waterfront Park Area. We are happy to provide additional information or a tour.

Sincerely,

Valerie G.S. Hirsch

Enclosure: Exhibits 1-3

cc:
Jacques Smith, President, Gibson’s Grant Community Association, Inc.
Judy Wink, Executive Director, CBEC
Michael Wisnosky, Planning Director
Amy Moredock, Principal Planner
Valerie J. Barnes, Esq., Michael S. Neall & Associates, P.C.
VIA EMAIL

June 1, 2020

Christopher F. Drummond
119 Lawyers Row
Centreville, Maryland 21617
chrisdrummondlaw@gmail.com

Re: Gibson’s Grant Community Pier and Waterfront Park Areas

Dear Mr. Drummond:

Thank you for your March 4, 2020 response to our Attorney’s letter requesting that the county consider terminating the easement which permits members of the General Public to use the Gibson Grant Community Pier. (See attachments 1 and 2) I am writing in my capacity as the Chair of the Pier Usage Committee of the Gibson’s Grant Community Association.

In your letter, you explain that Queens Anne’s County Ordinance No. 05-19 granted permission for the development of Gibson’s Grant as a residential community premised upon 22 discrete conditions and that two of those conditions involve the community pier. You cite to Conditions 2 and 7 which state that “Gibson Grant will dedicate at no cost approximately 55 acres along Macum Creek and the southern portion of the Property for resource protection uses (Conservation Area)” and “Gibson’ Grant will contain significant amenities such as waterfront access, perks, pedestrian trials, open space and community recreational facilities.” You conclude that because the community pier is located in the Conservation Area shown on the approved plats (Plat Book SM37, folio 84 A-BB), public use of the community pier is required by legislation and as such, the use of the pier cannot be abridged without an amendment to Ordinance No. 05-19. (See attachment 3)

In reviewing the Plat cited above, I discovered that the community pier is not, in fact, located in the 55-acre Conservation Area and is not, therefore, required by Ordinance No. 05-19 (legislation) to be open to public use. Instead, the pier is located in a “Passive and Recreational Open Space” and crosses over a protected “Shore Buffer Area”. (See attachment 4) The Deed of Open Space, Shore Buffer and Forest Conservation Easement for Gibson’s Grant (Liber 1630, Folio 715) defines “Open Space” as “that portion of the Property designated and shown as Open Space on the plats for which the uses are generally limited to resource protection and passive recreational use as further described herein ...” and the “Conservation Area” as “that 55 acre ... part of Gibson’s Grant Open Space designated for natural resource and wildlife habitat protection use and passive recreational use by the general public.”[Italics added]” (see attachment 5).

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1 Our attorney’s letter stated that the Gibson Grant Board of Directors “takes no exception with any of the other non-exclusive easements granted to the public”. However, as explained below we also request termination of the easement for the “waterfront park areas.”

2 Note that Condition 3 which states in part that “the Conservation Area will be restricted to .... Passive recreation for the general public” [Italics added], further confirms, that it was the County’s original intent and desire to legislate that the Conservation Area be open to the general public.
It is the Declaration of Covenants, Conditions and Restrictions for Gibson's Grant (Liber 1630 folio 727) Article XI, 11.4, Perpetual Non-Exclusive Easement in Common Area Available for Public Use, that created an easement for public use of the community pier. Specifically, Section 11.4 provides that: "[c]ertain portions of the Common Area, specifically the ... waterfront park areas[4], and Community Pier, but excepting the community center/facilities[5] shall be and the same hereby are declared to be subject to a perpetual non-exclusive easement for the use by the general public... This easement for public use constitutes as servitude upon the land and runs with the land, and the Association shall not terminate said easement without the express, written approval of Queen Anne's County, Maryland." [emphasis added]. (See attachment 6)

The Association is respectfully asking that the county provide "express, written approval" to terminate the easement for the Waterfront Park Areas and Community Pier. We are happy to provide additional information as needed.

Sincerely,

Valerie G.S. Hirsch

Enclosure: Attachments 1-6

cc:
Gibson's Grant Community Association, Inc.
Michael Wisnosky, Planning Director
Amy Moredock, Principal Planner
Valerie J. Barnes, Esq., Michael S. Neall & Associates, P.C.

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3 Given that the pier and waterfront park areas are not located in the 55-acre Conservation Area, it was a mistake in the Declaration to include the pier and waterfront park areas in the public use easement in the first place.

4 It is not clear exactly what the "waterfront park area" encompasses as it is not included in the definitions section of the Declaration. Most likely it refers to the waterfront pavilion and patio/seating area which is considered a community facility that members may reserve for a fee. Given that this area is not defined, we respectfully request that the easement for the "waterfront park areas" be terminated as well.

5 The pier and waterfront park areas (patio and pavilion) should have been excepted from the easement as part of the community facilities.
October 24, 2019

Patrick Thompson
Queen Anne’s County Attorney
Bradlen, Thompson, Poltrack & Mundy, LLP
102 St. Claire Place, Suite 2
Stevensville, MD 21666

Re: Queen Anne’s County
Gibson’s Grant Community Association, Inc.
Community Pier

Dear Mr. Thompson:

Please be advised that this office represents Gibson’s Grant Community Association, Inc. (the “Association”) as its general legal counsel. This letter is sent concerning the community pier located within Gibson’s Grant Gibson’s Grant Community Association, Inc. Certain portions of the Association’s Common Areas were designated for public use through a non-exclusive easement. This includes, but is not limited to, the Cross Island Trail/Public Path Network, waterfront park areas and the community pier. The easement rights to the public are documented in the Declaration of Covenants, Conditions, and Restrictions for Gibson’s Grant recorded among the Land Records of Queen Anne’s County (the “Land Records”) at Liber 1630, folio 726, a Deed of Conservation Easement recorded among the Land Records at Liber 1630, folio 699, and a Deed of Open Space, Shore Buffer and Forest Conservation Easement at Liber 1630, folio 714.

The Board of Directors is asking that Queen Anne’s County (the “County”) consider terminating the easement for the community pier only and returning it to private use for the Association only. Our client has explained that the pier is being used in such a way by the public that its use is essentially limited to those who arrive at the pier first on any given day. Groups of individuals are using the pier for extended periods of time, having picnics and all day gatherings in some cases. As a result, a majority of the time the pier cannot be enjoyed by anyone within the Association. There is inadequate parking for the volume of individuals using the pier and no public restroom available to the public. For these reasons, the Board has asked that the County review the non-exclusive easement for public use as it pertains to the community pier and consider terminating the easement as to the pier only. The Board takes no exception with any of the other non-exclusive easements granted to the public.
We look forward to your response and are happy to provide any additional information needed. Should you have any additional questions concerning this matter, please do not hesitate to contact me. Thank you.

Sincerely,

Valerie J. Barnes
v barnes@michaelsneall.com

VJB/s

cc: Gibson's Grant Community Association, Inc.

Christopher F. Drummond Law
119 Lawyers Row, Centreville, MD 21617
Valerie J. Barnes, Esquire
147 Old Solomons Island Road, Suite 400
Annapolis, Maryland 21401

Re: Gibson’s Grant Community Pier

Dear Ms. Barnes:

On behalf of the Gibson’s Grant Community Association, Inc., you have inquired whether Queen Anne’s County will agree to terminate the easement allowing members of the general public to use the community pier. For the reasons we explain, the County cannot accede to the Association’s request without legislative action and the approval of the Critical Areas Commission.

The development of Gibson’s Grant as a 280-lot residential community became possible only upon the passage of Ordinance No. 05-19. We have attached a copy for your review. Ordinance No. 05-19 had the effect of granting growth allocation to lands that are now part of Gibson’s Grant. Without the reclassification of RCA and LDA areas of property to IDA, the 280 lots could not have been approved. Approval of the reclassification was premised upon 22 discrete conditions. Two of those conditions involve the community pier about which you inquire.

The community pier is located in the Conservation Area shown on the approved plats (Plat Book SM37, folio 84 A-BB). As provided in Ordinance No. 05-19, the Conservation Area “shall be restricted to open space use, resource and wildlife habitat protection use and passive recreation for the general public.” Similarly, Ordinance No. 05-19 requires that Gibson’s Grant shall “contain significant amenities such as waterfront access, parks, pedestrian trails, open space and community recreational facilities.” Without dedication of land to use by the general public, the County Commissioners’ approval of the requested growth allocation was very much in doubt. You will observe that Ordinance No. 05-19 was approved by a bare majority of three (3) Commissioners.

Public use of the community pier is required by legislation. That use cannot be abridged without an amendment to Ordinance No. 05-19. Moreover, because the growth allocation was reviewed and approved by the Critical Area Commission, changes to the conditions of that approval will require the positive involvement of the Commission. We cannot comment on the likelihood of a favorable response from either the current County Commissioners or the Critical Area Commission.
Barnes Letter  
March 5, 2020  
Page Two

If you have any questions, please call.

Very truly yours,

Christopher F. Drummond

CFD/kf  
Enclosure  
cc: Michael Wisnosky, Planning Director  
Amy Moredock, Principal Planner  
Patrick E. Thompson, Esquire
b. The Petition for growth allocation is consistent with the Queen Anne's County Chesapeake Bay Critical Area Program (Chapter 14 of the Code of Public Local Laws), however the County shall impose a number of additional conditions all of which are designed to meet the concerns of County Citizens, minimize the environmental impact of the project, foster good land stewardship, insure the subject property will not be overdeveloped, assure that public facilities are not over burdened and generally to enhance the design and impact of the project.

BE IT FURTHER RESOLVED that the County shall approve the Petition for growth allocation specifically with and subject to the following conditions:

1. The development density of Gibson's Grant will not exceed 280 dwellings overall. This represents almost a 63% reduction in dwellings from the original approved sketch plan which contained 750 units.

2. Gibson's Grant will dedicate at no cost approximately 55 acres along Macum Creek and the southern portion of the Property for resource protection uses (Conservation Area).

3. The Conservation Area will be held by a recognized land trust or natural resource protection group and shall be restricted to open space use, resource and wildlife habitat protection use and passive recreation for the general public.

4. Gibson's Grant shall be designed to minimize impacts to the floodplain.

5. Gibson's Grant will include 10% of Moderate Price Dwelling Units (MPDU's) thereby creating at a minimum 28 dwellings for teachers, police, and other workforce professionals in Queen Anne's County in need of affordable housing and shall not utilize the "fee in lieu of" provisions contained in the County Code. The MPDU's shall be dispersed throughout the community. The subdivision plans for Gibson's Grant should provide a higher degree of mixed and attached housing type, than that reflected on the second amended sketch plan approved by the Planning Commission on October 14, 2004 ("Sketch Plan").

6. Sheet No. 2 of 6 of the Sketch Plan depicts several barn structures around a clustering of existing mature trees as "Existing Barns (To Be Razed)." The applicant shall make all reasonable efforts to incorporate the Existing Barns (either through renovation or reconstruction) as well as the mature trees around the Existing Barns, into the final design of Gibson's Grant.

7. Gibson's Grant will contain significant amenities such as waterfront access, parks, pedestrian trails, open space and community recreational facilities.

8. The applicant shall demonstrate that the final development plans for Gibson's Grant incorporate most of the "thirteen characteristics of traditional neighborhood
Shore Pier and Waterfront Park Area
NOW, THEREFORE, in consideration of the foregoing Recitals, which are not merely prefatory but made part hereof, the Grantor hereby declares that the real property described herein shall be held subject to the restrictions, uses and limitations hereinafter set forth.

ARTICLE I
DEFINITIONS

1. "Buffer Management Plan" means that plan entitled, "Gibson's Grant Comprehensive Management Plan for the Conservation Lands and Buffer Zones" which was approved by the Critical Area Commission, Chesapeake and Atlantic Coastal Bays, on September 5, 2006.

2. "Conservation Area" means all of that 55-acre, more or less, area of land, which is part of the Gibson's Grant open space, designated on Sheet SU-22 of the Plat as "32.327 Acres± Conservation Area" and "22.709 Acres± Conservation Area" designated for natural resource and wildlife habitat protection use and passive recreational use by the general public. In addition to this Deed of Easement, the Conservation Area is also subject to the provisions of a Deed of Conservation Easement intended to be recorded simultaneously herewith.

3. "Conservation Easement" means the Deed of Conservation Easement, Gibson's Grant dated October 17, 2006 by and between the Grantor and the Wildfowl Trust of North America, Inc., and its Chesapeake Environmental Center ("CBEC") recorded simultaneously herewith among the Land Records for Queen Anne's County which restricts the uses of the Conservation Area to natural resource and wildlife habitat protection and passive outdoor recreational activities, grants to the general public a right of access, and grants to CBEC a conservation easement, among other things, and a right to enforcement of the same.

4. "County Commissioners" means the County Commissioners of Queen Anne's County, Maryland, as now established, or any other legislative and/or executive authority hereinafter authorized to approve and adopt a zoning ordinance.

5. "Critical Area Commission" means the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays.

6. "Gibson's Grant" means the development project subject of this Deed of Easement known as Gibson's Grant.

7. "Grantor" means White's Heritage Partners, LLC, a Maryland limited liability corporation, its successors and assigns.
8. "Lot" means any plot of land shown upon any recorded subdivision plat for Gibson's Grant intended for construction and the development of a Dwelling Unit. The Lot may contain detached or attached Dwelling Units.

9. "Lot Owner", means the person(s) shown by the Land Records of Queen Anne's County to own fee simple title to the Lot at the time when the identity of the Lot Owner is to be determined for purposes of applying any provisions of this Deed of Easement. "Lot Owner" does not include a mortgagee, trustee, or beneficiary under a deed of trust or other person who holds only a lien or other security interest on a Lot.

10. "Open Space" means that portion of the Property designated and shown as "Open Space" on the Plats for which the uses are generally limited to resource protection and passive recreational use as further described herein this Deed of Easement.

11. "Plat" means the plats for Gibson's Grant prepared by McCrone, dated August 2005, entitled "MAJOR SUBDIVISION FOR GIBSON'S GRANT, Fourth Election District, Queen Anne's County, Maryland" as may be amended from time to time, and recorded immediately prior hereto in the Land Records of Queen Anne's County at Plat Book S.M. 37, folio 37, and as may be amended from time to time and recorded among the aforesaid Land Records.

12. "Shore Buffer Area" means all that land located within those variable width areas designated and described on the Plats as "Shoreline Buffer," which areas are limited to resource protection and passive recreational uses.

ARTICLE II

GENERAL PROVISIONS

1. Acknowledgment of Compensation. The Grantor hereby acknowledges that it has been fully compensated for any restrictions or other provisions of this Deed of Easement which restrict or otherwise affect the subdivision of any other land to which any of these covenants relate.

2. Binding Effect. The provisions of this Deed of Easement: (a) are made by and for the Grantor, its successors and assigns, (b) are binding upon the Grantor, its successors and assigns, and (c) shall run with and bind all land within the subdivision to which any of these covenants relate.

3. Enforcement. The provisions of this instrument may be enforced by the County Commissioners, the Queen Anne's County Planning Commission or the other department, agency or other public body or person duly authorized by the County Commissioners. The provisions of
(d) Any Owner may extend his or her right of use and enjoyment to members of his or her family, lessees, and social invitees, as applicable, subject to reasonable Declarant and/or Board rules and regulations.

11.4. Perpetual Non-Exclusive Easement in Common Area Available for Public Use. Certain portions of the Common Area, specifically the Conservation Area, the Cross Island Trail/Public Path Network, waterfront park areas, and Community Pier, but excepting the community center/facilities shall be and the same hereby are declared to be subject to a perpetual non-exclusive easement for the use by the general public of said Conservation Area, Cross Island Trail/Public Path Network, waterfront park areas and Community Pier for pedestrian and passive recreational uses only, subject to the reasonable rules and regulations of the Development, and subject at all times to the Conservation Easement. This easement for public use constitutes a servitude upon the land and runs with the land, and the Association shall not terminate said easement without the express, written approval of Queen Anne’s County, Maryland.

11.5. Easement to CBEC. The Declarant hereby grants to CBEC, its agents and contractors, a perpetual nonexclusive easement and right-of-way, in, through, over and across the Conservation Area and other Common Area within the Community for all purposes reasonably associated with the inspection of the Conservation Area, for purposes of carrying out its duties and obligations and exercising its rights of enforcement under the Conservation, for purposes conducting educational programming and activities related to natural resource and wildlife conservation, and for purposes of promoting public educational uses and events focused on the natural, open space and scenic resources of the Conservation Area.

11.6. Easement to Queen Anne’s County, Maryland – Stormwater Management. The Declarant hereby grants to the Queen Anne’s County, Maryland (“County”), a body politic, its agents and contractors, a nonexclusive easement and right-of-way, in, through, over and across the Common Area for all purposes reasonably associated with the inspection, operation, installation, construction, reconstruction, maintenance or repair of any stormwater management facilities constructed upon the Property, and in the event that, after reasonable notice to the Association by the County, the Association shall fail to maintain any stormwater management facility constructed on the Property in accordance with applicable law and regulations, then the County may do and perform all necessary repair maintenance work and assess the Association for the cost of the work.

11.7. Easement to Queen Anne’s County, Maryland – Emergency Access. The Declarant hereby grants to the Queen Anne’s County, Maryland (“County”), a body politic, its agents and contractors, a nonexclusive easement and right-of-way, in, through, over and across the Manor House lane Emergency Access Easement as depicted on Sheet SU-3 and the Utility and Emergency Access Easements as depicted on Sheets SU-12 and 21 of the Plat for purposes of emergency public access, ingress and egress and shall have the right to inspect same.

11.8. Easement for Maintenance of Critical Areas, Etc. Declarant hereby grants to the County, and to the Association a non-exclusive easement and right-of-way in, through, over and across the Property for purposes of maintaining the critical areas, forest buffers, as shown on the
Ms. Hirsch - I have reviewed your letter of June 1, 2020 and the attachments. I agree with your conclusion that the community pier is not within the 55-acre Conservation Area. I do not now recall whether public access to the community pier in the Open Space Area was discussed and promoted by the developers of Gibson's Grant in its pitch for growth allocation approval. I suspect it was as public use of the pier is provided for in the Declaration as you highlight in your letter. In any event, the Gibson’s Grant HOA should submit its request to the County Commissioners. The Commissioners will likely ask the Department of Planning & Zoning for a report on the history of the Conservation and Open Space Areas and what, if any, representations were made in 2003-05 by the original developers about the pier. The HOA may wish to propose other places for legitimate "waterfront access" available to the public within the Conservation Area for the Commissioners' consideration. Gibson's Grant residents purchased lots with notice of the public's access to the pier. If the public is abusing that access, perhaps other measures can be agreed upon that will acceptable to the HOA and the County. I do not speak for the Commissioners and, therefore, cannot make any statements about what the Commissioners may or may not do if presented with the HOA's request. Chris Drummond

On Tue, Jun 2, 2020 at 11:38 AM Valerie Hirsch <hirschtv71986@aol.com> wrote:

Mr. Drummond,

Please find attached the Gibson’s Grant Community Association’s response to your March 4, 2020 letter.

You will need to scroll down to find the attachments as the letter and attachments are all in one document.

Respectfully,

Valerie G.S. Hirsch
Chair
Gibson’s Grant Community Association Pier Usage Committee
301 910 9609
NOTICE: THIS E-MAIL MESSAGE AND ANY ATTACHMENTS THERETO ("E-MAIL") CONTAINS INFORMATION THAT MAY BE LEGALLY PRIVILEGED, AND/OR CONFIDENTIAL UNDER LAW, AND WHICH IS INTENDED SOLELY FOR THE PERSONAL AND/OR OFFICIAL, CONFIDENTIAL USE OF THE INTENDED RECIPIENT(S) (AND THEIR AUTHORIZED AGENT(S)) DESIGNATED HEREIN ABOVE. IF YOU ARE NOT AN INTENDED RECIPIENT OF THIS E-MAIL OR AN AUTHORIZED AGENT OF AN INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOUR REVIEW, STORAGE, RETENTION, COPYING, DISTRIBUTION, OR DISSEMINATION OF THE CONTENTS OF THIS E-MAIL IN ANY FORM -- AND/OR YOUR TAKING ANY ACTION IN RELIANCE THEREON -- IS STRICTLY PROHIBITED AND MAY SUBJECT YOU TO SUCH CRIMINAL PENALTIES AND/OR CIVIL LIABILITY AS MAY BE PROVIDED BY LAW. IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE IMMEDIATELY (I) RETURN TO THE SENDER THE E-MAIL MESSAGE AND ANY ATTACHMENTS THAT YOU HAVE RECEIVED BY REPLY E-MAIL, AND THEN (II) DELETE THE ORIGINAL E-MAIL MESSAGE AND YOUR REPLY FROM YOUR PERSONAL COMPUTER SYSTEM E-MAILBOX/NETWORK. THANK YOU FOR YOUR COOPERATION. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY KARI FRENCH AT 410-758-0030.

* Please consider the environment before printing this email.
Crowding

Trash, dangerous to wildlife, left behind
COUNTY ORDINANCE NO. 05-19

A BILL ENTITLED

AN ACT concerning the Repeal and Re-Adoption with amendments of the Local Public Laws of Queen Anne's County, Chapter 14, CHESAPEAKE BAY CRITICAL AREA ACT, Official Chesapeake Bay Critical Area Overlay Map Number 57.

FOR THE PURPOSE OF amending part of parcel 45, located on said Official Chesapeake Bay Critical Area Overlay Map 57 to redesignate 3.92 acres from Resource Conservation Area (RCA) to Intense Development Area (IDA); to redesignate 59.66 acres from Limited Development Area (LDA) to IDA; and, to redesignate 11.16 acres from LDA to RCA.

SECTION I

BE IT ENACTED BY THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND, that the Local Public Laws of Queen Anne's County, Chapter 14, CHESAPEAKE BAY CRITICAL AREA ACT, Official Chesapeake Bay Critical Area Overlay Map Number 57 is hereby repealed and Overlay Map Number 57 be and is hereby amended and adopted with the revisions set forth herein and depicted on Exhibit A, attached hereto.

SECTION II

BE IT FURTHER ENACTED that this Act will take effect on the forty-sixth day following its passage.

INTRODUCED BY: Ben Cassell
DATED: August 23, 2005
PUBLIC HEARING HELD: September 27, 2005
VOTE: 3 YEA 2 NAY
DATE ADOPTED: October 18, 2005
RESOLUTION, FINDINGS OF FACT
AND CONDITIONS RELATING TO
THE APPLICATION OF WHITE'S HERITAGE
PARTNERS, LLC (a/k/a GIBSON'S GRANT)
FOR GROWTH ALLOCATION

WHEREAS, White's Heritage Partner's, LLC (herein "Petitioner") has petitioned the County Commissioners of Queen Anne's County ("the County") for an award of growth allocation in order to amend official Chesapeake Bay Critical Area Overlay Map No. 52 to redesignate 3.92 acres of land from Resource Conservation Area (RCA) to Intense Development Area (IDA); redesignate 59.66 acres from Limited Development Area (LDA) to IDA; and to redesignate 11.11 acres from LDA to RCA on property more particularly described in the Petition;

AND WHEREAS on December 9, 2004 the Queen Anne's County Planning Commission recommended approval of an award of growth allocation with conditions;

AND WHEREAS on March 8, 2005 following public hearing the County gave conceptual approval to the growth allocation petition, with certain conditions and requested that the same be forwarded to the Chesapeake Bay Critical Area Commission ("the Critical Area Commission") in accordance with Chapter 14:1-77 of the Code of Public Local Laws;

AND WHEREAS the Critical Area Commission held a public hearing on May 19, 2005 and on June 1, 2005 approved the growth allocation request and map redesignation with certain conditions;

AND WHEREAS on August 23, 2005 County Ordinance 05-19 was introduced to amend Chesapeake Bay Critical Area Overlay Map 57 in accordance with the request of the Petitioner;

AND WHEREAS a public hearing on County Ordinance 05-19 was held on September 27, 2005.

NOW THEREFORE, BE IT RESOLVED that the County Commissioners of Queen Anne's County make the following findings of fact, supported by substantial evidence in the Record (such "Record" shall include the record of proceedings, evidence, exhibits and findings made in connection with the various proceedings described above):

a. The County Commissioners have given specific consideration to the matters set forth in Section 14:1-77 D.(2) in connection with conceptual approval of the Petition. The Queen Anne's County Planning Commission Report, including their findings and recommendation are incorporated herein as well as the 'Gibson's Grant Consistency Statement" submitted in connection with conceptual approval.
b. The Petition for growth allocation is consistent with the Queen Anne's County Chesapeake Bay Critical Area Program (Chapter 14 of the Code of Public Local Laws), however the County shall impose a number of additional conditions all of which are designed to meet the concerns of County Citizens, minimize the environmental impact of the project, foster good land stewardship, insure the subject property will not be overdeveloped, assure that public facilities are not overburdened and generally to enhance the design and impact of the project.

BE IT FURTHER RESOLVED that the County shall approve the Petition for growth allocation specifically with and subject to the following conditions:

1. The development density of Gibson's Grant will not exceed 280 dwellings overall. This represents almost a 63% reduction in dwellings from the original approved sketch plan which contained 750 units.

2. Gibson's Grant will dedicate at no cost approximately 55 acres along Macum Creek and the southern portion of the Property for resource protection uses (Conservation Area).

3. The Conservation Area will be held by a recognized land trust or natural resource protection group and shall be restricted to open space use, resource and wildlife habitat protection use and passive recreation for the general public.

4. Gibson's Grant shall be designed to minimize impacts to the floodplain.

5. Gibson's Grant will include 10% of Moderate Price Dwelling Units (MPDU's) thereby creating at a minimum 28 dwellings for teachers, police, and other workforce professionals in Queen Anne's County in need of affordable housing and shall not utilize the "fee in lieu of" provisions contained in the County Code. The MPDU's shall be dispersed throughout the community. The subdivision plans for Gibson's Grant should provide a higher degree of mixed and attached housing type, than that reflected on the second amended sketch plan approved by the Planning Commission on October 14, 2004 ("Sketch Plan").

6. Sheet No. 2 of 6 of the Sketch Plan depicts several barn structures around a clustering of existing mature trees as "Existing Barns (To Be Razed)." The applicant shall make all reasonable efforts to incorporate the Existing Barns (either through renovation or reconstruction) as well as the mature trees around the Existing Barns, into the final design of Gibson's Grant.

7. Gibson's Grant will contain significant amenities such as waterfront access, parks, pedestrian trails, open space and community recreational facilities.

8. The applicant shall demonstrate that the final development plans for Gibson's Grant incorporate most of the "thirteen characteristics of traditional neighborhood
development" and shall demonstrate, by means of comparison to specific examples, that the development plan seeks to recreate these characteristics in a manner which has proven successful at established TNDs.

9. The applicant shall provide detailed renderings of all proposed architectural models, including housing types and all community amenities and all site architecture shall be "human scale" and of excellent design and high quality building materials ("Architectural Character Information"), at the time of final subdivision approval. This Architectural Character Information shall be substantially similar to that presented to the Planning Commission as part of the Sketch Plan approval.

10. The 55 acres of the Conservation Area and mature forest located along Macum Creek and in the southern portion of the development site shall be permanently protected.

11. No tree clearing shall be permitted within the Macum Creek 300 foot shore buffer.

12. Protective covenants for the development as well as the Conservation Area must be created and are subject to the review and approval by the Planning Commission and Planning Commission attorney.

13. The applicant shall develop legal documents which establish Gibson's Grant Community Association to be responsible for community maintenance, including the Conservation Area, all parks, playgrounds, community open space, private roads, recreation equipment and facilities and all community lands, property and amenities.

14. The applicant shall develop legal documents which establish personnel, mechanisms and procedures for the regulation of all site architecture and aesthetics.

15. Protective covenants for Gibson's Grant shall specify that no boats or recreational vehicles may be stored within the development site, except in garages.

16. The applicant must complete the Maryland Historic Trust's historical and cultural site inventory process prior to final subdivision approval.

17. A Buffer Management Plan for the Chester River and Macum Creek shall be submitted to Critical Area Commission staff, or if necessary, the full Critical Area Commission for review and approval. It shall include provisions for establishing the areas in natural vegetation as well as details of proposed trails and access to the water.

18. A plan for the Conservation Area shall be submitted to Critical Area Commission staff or, if necessary, the full Critical Area Commission for review and approval. The plan shall include details on design, implementation and long term maintenance of the Conservation Area.
19. Stormwater requirements, including the 10% Rule and County stormwater standards, shall be addressed within the development envelope or outside of the Critical Area.

20. The County Commissioners recognize that adjustments will occur to the Sketch Plan (particularly to address some of the conditions contained herein) and be reflected on the design of the preliminary and final subdivision plans. Nonetheless, the land uses, density limitation, land area in open space, amenities, Conservation Area, land area in public park, development envelope, and buffers shall remain substantially as that depicted on the approved Sketch Plan, unless otherwise specifically called for in these conditions.

21. Those thirteen (13) conditions contained in the Planning Commission Report on the Petition. Should any conflict exist between the Planning Commission conditions and the other conditions stated herein, the more restrictive conditions shall apply.

22. In the event of non-performance of any conditions, restriction or limitation imposed in connection with the award of growth allocation, Queen Anne's County may, in its discretion, amend, repeal, rescind, suspend, annul or revoke the award of growth allocation by introduction and adoption of a bill for that purpose. The County may immediately suspend consideration of further development approvals or permits upon introduction of such a bill. No formal development approval shall be given by the Queen Anne's County Planning Commission unless and until the Planning Commission is satisfied that all conditions are met.

AND BE IT FURTHER RESOLVED that this Resolution and Findings shall be a part of the legislative history of County Ordinance 05-19 and shall be fully effective and enforceable upon the adoption of said Ordinance.

Date: ________________, 2005

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY

ATTEST:

Signed __________________________
Joseph F. Cupani

Signed __________________________
Benjamin F. Cassell

Signed __________________________
Margie Houck

Signed __________________________
Michael S. Koval

Signed __________________________
Gene Ransom, III
Signed
Richard A. Smith
November 4, 2020

To: Queen Anne’s County Planning Commission
Cc: Amy Moredock, Director of Planning

From: Queen Anne’s County Dept of Parks and Recreation
Nancy Scozzari, Chief Resource & Parks Planner
Via: Stephen Chandlee, Director of Parks and Recreation

Re: Gibson’s Grant – Petition to Terminate Easement

Queen Anne’s County Department of Parks and Recreation wishes to express concern of the request to extinguish easements put in place for public use of open space.

Learning of this petition Parks became concerned for the potential loss of access to public open space and recreational areas.

Since this easement and the petition of termination is a Planning and Zoning issue, the Department of Parks and Recreation wishes to make the Planning Commission and the public aware of the need and requirements for public parks and open space, particularly in County population hubs:

The State of Maryland requires that each jurisdiction provide adequate amount of passive and recreational area and facilities for public use. That area of 30 acres per/1000 capita was previously a goal mandated by the State. In more recent years that goal acreage has been relaxed in lieu of addressing and providing active/passive recreational lands and facilities in proximity to all areas of the county with emphasis on population centers.

This information is provided/reported in the Land Preservation, Parks and Preservation Plan, a State mandated plan required every five years and currently underway for the 2022 cycle. The review of this report by both Maryland Department of Planning and the Department of Natural Resources is required for eligibility for the receipt of Program Open Space (POS) funding, a program that Queen Anne’s County has historically put to great use in the way of land acquisition and developing facilities for public parks and recreation.

The Gibson’s Grant termination of easement petition is, in our minds, more an issue of restriction of non-residents and enforcement to be dealt with through Planning & Zoning, community HOA and enforcement measures. The concerns of the Dept. of Parks and Recreation lie with the future possibility of eroding away at these types of public usage agreements and easements.
Prior to the 2006 adoption of Public School and Park Impact Fee ordinance, Queen Anne’s County land use ordinance required a mandatory 5% public parkland dedication for larger residential subdivision approval.

Currently the 55 acre public open space area with frontage on Macuum Creek and the Cross Island Trail is managed/maintained by a private, non-profit. The cost of management and maintenance of these lands is borne through community HOA fees. Currently, persons (non-residents) utilizing the pier and associated park are directed to relocate to the 55 acre public access area for recreation, fishing, picnicking, etc. In recent years, the gate across the old lane access to this public access area has been kept closed with a single person width opening only.

The concern of the Department of Parks and Recreation lies with setting precedent should such easements for public usage be permitted to be terminated. At what point does the 55 acre public access lands then become over run capacity-wise, parking an issue and the HOA is back before you perhaps requesting the same termination on those lands? What happens should the non-profit step away from management/maintenance and the cost to the HOA perhaps increase?

Queen Anne’s County simply cannot afford the loss of public use recreational open space in population centers such as Kent Island. Should the ability to terminate such public use easements be considered, the Department of Parks and Recreation suggests that mitigation measures be considered for providing lands for public usage within relative close proximity to the subject area of easement.

In the meantime, with respect to this petition and the community pier/waterfront park area, the HOA is encouraged to adopt measures such as the Department of Parks and Recreation has done, particularly in the wake of over usage during the COVID pandemic. Such measures could include:

- posting of signage of a universal, graphic nature or if text only – provided in multiple languages,
- noting a fine amount on signage so that the ability to enforce exists,
- form a neighborhood watch group,
- fencing off sensitive, natural areas,
- designate parking areas,
- limit capacity.

The Department of Parks and Recreation feels that regardless of what any easement document or signage may say, enforcement is the difficult aspect of this request for petition, and that ultimately the impact will be felt elsewhere on public park lands.

NES/nes
Cc: Amy Moredock
To: County Commissioners

From: Margie Houck

Subject: MUTUAL AID AGREEMENT

Date: January 26, 2021

Sheriff Hoffmann forwarded the attached Mutual Aid Agreement for your review. Patrick Thompson has reviewed and made the following statement. “The State law provides that this needs to be adopted by the County Commissioners “as in the regular routine for legislative enactment”. His recommendation is that it be introduced by the Commissioners as they would with legislation and advertise, hold a hearing and adopt on a legislative day.

Recommended Action:

I move to hold a hearing on the Mutual Aid Agreement
RESOLUTION NO. 21-04

A RESOLUTION OF THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND AUTHORIZING THE EXECUTION OF A MUTUAL AID AGREEMENT WITH THE COUNTIES OF WICOMICO, SOMERSET, WORCESTER, DORCHESTER, TALBOT, CAROLINE, KENT AND CECIL.

WHEREAS, pursuant to Criminal Procedure Article, § 2-105 the governing body of county may determine the circumstances under which the police officers of the county may lawfully go or be sent beyond the boundaries of the county;

AND WHEREAS, the counties of Wicomico, Somerset, Worcester, Dorchester, Talbot, Caroline, Kent, Cecil and Queen Anne's have agreed to enter into a Mutual Aid Agreement in the form attached hereto;

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND, that the attached Mutual Aid Agreement be executed and adopted by the County Commissioners of Queen Anne's County.

WITNESS the hands and seals of the County Commissioners of Queen Anne's County this ____ day of ______________, 2021.

ATTEST:

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY

__________________________________________
Christopher M. Corchiarino, President

__________________________________________
Jack N. Wilson, Jr.

__________________________________________
Margie Houck
Executive Assistant

__________________________________________
Stephen Wilson

__________________________________________
Philip L. Dumenil

__________________________________________
James J. Moran
MUTUAL AID AGREEMENT
BETWEEN

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

AND

SOMERSET COUNTY, MARYLAND
THE SHERIFF OF SOMERSET COUNTY, MARYLAND

AND

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

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

AND

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

AND

CAROLINE, MARYLAND,
THE SHERIFF OF CAROLINE COUNTY, MARYLAND

AND

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

AND

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

AND

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

1
THIS MUTUAL AID AGREEMENT, made this the _____ day of ____________, 2020, by and between WICOMICO COUNTY, MARYLAND, a body corporate and
politic of the State of Maryland, by and through the COUNTY EXECUTIVE OF
WICOMICO COUNTY, MARYLAND and the COUNTY COUNCIL OF WICOMICO
COUNTY, MARYLAND, (collectively, "Wicomico County"), the SHERIFF OF
WICOMICO COUNTY, a State Constitutional Officer, ("Wicomico Sheriff"), and;

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

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

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

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

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

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

CECIL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the COUNTY EXECUTIVE OF CECIL COUNTY, MARYLAND and the COUNTY COUNCIL OF CECIL COUNTY, MARYLAND, (collectively, “Cecil County”), the SHERIFF OF Cecil COUNTY, a State Constitutional Officer, (“Cecil Sheriff”).
(Collectively each aforementioned corporate and politic of the State and Sheriff herein referred to as "The Parties")

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

WHEREAS, these agencies experience similar law enforcement problems; and

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

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

WHEREAS, Wicomico County and Wicomico County Sheriff, and Worcester County and Worcester Sheriff, and Dorchester County and Dorchester Sheriff, and Talbot County and Talbot Sheriff, and Caroline County and Caroline Sheriff, and Queen Anne's County and Queen Anne's Sheriff, and Kent County and Kent Sheriff, and Cecil County and Cecil Sheriff are desirous of extending prompt, effective, and professional police service to the public to the extent that police resources are available; and
WHEREAS, pursuant to the authority conferred in Md. Code Ann., § 2-105, Criminal Procedure Article, the Parties enter into this Mutual Aid Agreement.

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

1. Whenever, in the judgment of the Wicomico Sheriff, Somerset Sheriff, Worcester Sheriff, Dorchester Sheriff, Talbot Sheriff, Caroline Sheriff, Queen Anne's Sheriff, Kent Sheriff, Cecil Sheriff or, in the event of their absence or unavailability, an officer designated by one of the aforementioned Sheriffs, a situation occurs and the police in the County where the situation occurs determines that assistance from another Party or Parties is necessary, an aforementioned Sheriff, or designated officer, may request assistance in the form of police personnel or equipment from the other jurisdiction. The request shall be directed to one of the aforementioned Sheriffs, or, in the event of their absence or unavailability, an officer that has been previously designated. If, in the judgment of one of the aforementioned Sheriff’s or their designees, whom the request has been made, a situation does exist, and the police or equipment requested are available, such resources may be dispatched as requested. A participating agency will provide operational assistance only to the extent that the police and equipment are not required for the adequate protection of that jurisdiction. Additionally, an aforementioned Sheriff shall have the authority to terminate their
participation in the situation at any time when circumstances are such that continued participation is deemed not in the best interest of the providing or assisting Agency. One of the aforementioned Sheriffs, or his or her designee, shall have the sole authority to determine the personnel and equipment, if any, available for operational assistance. Notwithstanding anything to the contrary herein, this Agreement shall not be construed to authorize any Sheriff to "deputize" the law enforcement officers of participating Parties to this Agreement as deputies within their respective jurisdictions.

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

3. The term "situation," as used in this Agreement, may include, but is not limited to, an emergency as defined under Md. Code Ann., §2-101, Criminal Procedure Article, including but not limited to, an unruly person or group which demonstrates the potential for violence, a hostage situation, a fire, a national disaster, an accident or other circumstance where prompt police action requiring more than one officer or specialized equipment is required.
4. The manner of providing assistance, as set forth in this Agreement, shall not limit the authority granted police officers in matters involving fresh pursuit as provided in Md. Code Ann., § 2-301, et seq., Criminal Procedure Article, or the powers granted by §§5-802, 5-807, 5-808, and 5-901 of the Criminal Law Article.

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

6. The Parties acknowledge that all of the immunities from liability enjoyed by a Party's jurisdiction when acting through its officers, agents, or employees for a public or governmental purpose within its boundaries shall be enjoyed by the jurisdictions to the same extent when acting pursuant to other lawful authority and/or agreement beyond the boundaries of the Parties in which they are commissioned or employed.
7. Pursuant to Md. Code Ann., § 2-105(c)(3), Criminal Procedure Article, the Parties acknowledge that when their police officers or other officers, agents, or employees are acting under this Agreement or other lawful authority beyond the boundaries of the jurisdiction within the State in which they are commissioned or employed, those persons have the same immunity from liability described in Md. Code Ann., §5-612, Courts and Judicial Proceedings Article and exemptions from laws, ordinances, and regulations, and the same pension, relief, disability, workers' compensation, and other benefits, in addition to any other immunities and exemptions to which they are otherwise entitled while performing their respective duties within the boundaries of the jurisdiction in which they are commissioned or employed.

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

9. A police officer who acts under the authority granted by this Agreement remains at all times and for all purposes an employee of the employing unit.
10. Pursuant to Md. Code Ann., § 2-105, et seq., Criminal Procedure Article, each of the Parties to this Agreement agree:

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

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

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

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

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

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

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

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

14. Radio communication between the jurisdictions shall be coordinated through the Communications Section of each Party. In addition, requests for aid in mass processing of arrestees, transportation of prisoners or operation of a temporary detention facility shall be coordinated through the Sheriff for the
jurisdiction requesting the aid, or, in their absence, the senior ranking commissioned police officer.

15. This Agreement shall commence upon execution by all of the Parties and shall remain in effect for each Party until a Party hereto cancels its participation in this Agreement by sending a written notice thirty (30) calendar days prior to the cancellation from the Sheriff of the jurisdiction that wishes to withdraw from this Agreement.

16. Notice by a Party to withdraw from this Agreement does not act to void the Agreement between the remaining Parties to this Agreement, and only acts to sever the Party that withdraws. As such, following the written withdrawal of a Party to this Agreement, an addendum to this agreement will be executed by the Parties within forty-five (45) days following the withdrawing Party's withdrawal, indicating that said Party has withdrawn from this Agreement and that the Parties are amended to only include those remaining Parties to this Agreement. Notice would be affected to each county attorney listed in this Agreement.

17. Copies of this Agreement will be provided to the Parties and The Office of the State's Attorney for each jurisdiction in which a Party to this Agreement is located, and upon request of the Office for The State's Attorney for any Party's jurisdiction at any time that they may make such a request that is necessary for the prosecution of any case that requires this Agreement.
18. This Agreement shall supersed any prior agreements, verbal or written, that may have been previously executed, controlling the matters set forth herein.

19. This Agreement shall be governed by the laws of the State of Maryland.

AS WITNESS the hands and seals of the Parties the day, month and year first above written.

[SIGNATURES TO FOLLOW ON NEXT PAGE]
WICOMICO COUNTY, MARYLAND

WITNESS/ATTEST

________________________

By: __________________________
(NAME)
Wicomico County Executive

SHERIFF OF WICOMICO COUNTY

________________________

By: __________________________
Mike Lewis
Sheriff of Wicomico County

Reviewed for form and legal sufficiency and approved for APPROVED:
execution this the ___ day of _______ 2021.

Wicomico County Council

________________________

(NAME)
Council Attorney

________________________

By: (NAME), Council President
WITNESS/ATTEST

CECIL COUNTY, MARYLAND

By: ____________________________

(NAME)
County Executive

SHERIFF OF CECIL COUNTY

By: ____________________________

Scott Adams
Sheriff of Cecil County

Reviewed for form and legal sufficiency and approved for

APPROVED:
execution this the ___ day of
_______, 2021.

CECIL COUNTY COUNCIL

By: (NAME), Council President

(NAME)
County Attorney
KENT COUNTY, MARYLAND

WITNESS/ATTEST

________________________________________

KENT COUNTY, MARYLAND

By:_______________________________________

(NAME)
County Executive

SHERIFF OF CECIL COUNTY

By:_______________________________________

Buck Price
Sheriff of Kent County

Reviewed for form and legal sufficiency and approved for

APPROVED: execution this the ___ day of
______, 2021.

KENT COUNTY COUNCIL.

________________________________________

(NAME)
County Attorney

By: (NAME), Council President
QUEEN ANNE COUNTY, MARYLAND

WITNESS/ATTEST

__________________________

QUEEN ANNE'S COUNTY, MARYLAND

By: __________________________

(NAME)
County Executive

SHERIFF OF QUEEN ANNE'S COUNTY

By: __________________________

Gary Hofman
Sheriff of Queen County

Reviewed for form and legal sufficiency and approved for

APPROVED:
execution this the ___ day of ______, 2021.

QUEEN ANNE'S COUNTY COUNCIL

__________________________

(Name)
County Attorney

By: (NAME), Council President
CAROLINE COUNTY, MARYLAND

WITNESS/ATTEST

Reviewed for form and legal sufficiency and approved for execution this the ___ day of ______, 2021.

(Signature)
County Attorney

CAROLINE COUNTY, MARYLAND

By: ___________________________

(NAME)
County Executive

SHERIFF OF CAROLINE COUNTY

By: ___________________________

Randy Bounds
Sheriff of Caroline County

CAROLINE COUNTY COUNCIL

By: (NAME), Council President
TALBOT COUNTY, MARYLAND

WITNESS/ATTEST

TALBOT COUNTY, MARYLAND

By: ____________________________

(NAME)
County Executive

SHERIFF OF CECIL COUNTY

By: ____________________________

Joseph Gamble
Sheriff of Talbot County

Reviewed for form and legal sufficiency and approved for APPROVED: execution this the ___ day of ______, 2021.

TALBOT COUNTY COUNCIL

By: (NAME), Council President

(NAME)
County Attorney
DORCHESTER COUNTY, MARYLAND

WITNESS/ATTEST

DORCHESTER COUNTY, MARYLAND

By:

(NAME)
County Executive

SHERIFF OF DORCHESTER COUNTY

By:

James Phillips Jr.
Sheriff of Dorchester County

Reviewed for form and legal sufficiency and approved for

APPROVED:
execution this the ___ day of
_______ 2021.

DORCHESTER COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President
WORCESTER COUNTY, MARYLAND

WITNESS/ATTEST

__________________________

WORCESTER COUNTY, MARYLAND

By: __________________________

(NAME)
County Executive

SHERIFF OF WORCESTER COUNTY

By: __________________________

Matthew Crisafulli
Sheriff of Worcester County

Reviewed for form and legal sufficiency and approved for

APPROVED: execution this the ___ day of
__________, 2021.

WORCESTER COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President
SOMERSET COUNTY, MARYLAND

WITNESS/ATTEST

________________________

SOMERSET COUNTY, MARYLAND

By: _______________________

(NAME)
County Executive

SHERIFF OF SOMERSET COUNTY

By: _______________________

Ronnie Howard
Sheriff of Somerset County

Reviewed for form and legal sufficiency and approved for

APPROVED: execution this the ___ day of ______ 2021.

SOMERSET COUNTY COUNCIL

________________________

(NAME)
County Attorney

By: (NAME), Council President
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<tr>
<td>Increase Aid to Agencies Local Allocation</td>
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<td>$</td>
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Justification:

This amendment is to cover the cost of the annual county contribution to Clean Chesapeake Coalition, which is being balanced by an increase in income tax revenue.

Requester printed Department: QUEEN ANNE'S COUNTY
Requester signature & date: 1/13/2021
Finance Director signature & date: 1/20/21
Approval & date: 1/20/21
January 5, 2021

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

Re: Community Assistance Visit
Queen Anne’s County, Maryland
CID:240054

Dear Honorable Moran:

Thank you for your staff’s participation in the Community Assistance Visit (CAV) held on November 30th, 2020. The visit provided a valuable opportunity to discuss your Community’s participation in the National Flood Insurance Program (NFIP), and to address any questions the community may have about the Program and its responsibilities. The Federal Emergency Management Agency (FEMA) conducted the visit for the purpose of establishing whether Queen Anne’s County has met the minimum criteria of a participating community in the NFIP, as well as to assess the County’s need for technical assistance and coordination. In addition, the visit provided an opportunity for evaluating the effectiveness of your local floodplain management ordinance and enforcement practices.

During the visit, FEMA staff were able to discuss pertinent activities related to Queen Anne’s County’s participation in the NFIP, including reviewing flood insurance data, the County’s floodplain management ordinance, and the current FEMA issued Flood Insurance Rate Maps (FIRMs). We were unable to tour designated floodplains due to Covid-19 concerns, however, FEMA will coordinate with John Kling, the County’s Floodplain Manager, on a date for the official floodplain tour once travel restriction has been lifted and it’s safe to reengage with in-person activities. The final CAV report will be issued to the County upon completion of the floodplain tour.

Please see the attached document, entitled “Initial CAV Report”, for a summary of the findings from the visit. The final CAV report may reveal follow-up actions for Queen Anne’s County, including obtaining missing compliance information (permits), and correcting identified floodplain management violations (once the floodplain tour is conducted). FEMA requests that documentation on the progress of these follow-up actions be provided within 90 days of the receipt of the final CAV report.

www.fema.gov
FEMA staff, and the Maryland Department of the Environment (MDE) staff, are willing to provide assistance to help ensure that Queen Anne’s County remains compliant with the NFIP. Please feel free to contact me by email at bobby.cobelli@fema.dhs.gov, or by phone at (202) 674-9244 or Kevin G. Wagner, Community Assistance Program Manager, MDE, by email at kevin.wagner@maryland.gov, or by phone at (301) 689-1495.

Sincerely,

BOBBY J COBELL

Bobby J. Cobelli
Floodplain Specialist, FEMA Region III

Enclosures: Initial CAV Report

cc:
John Kling, Floodplain Manager, Queen Anne’s County
Dave Guignet, NFIP State Coordinator, Maryland Dept. of the Environment
Kevin Wagner, Community Assistance Program Manager, Maryland Dept. of the Environment
Jen Sparenberg, Lead Environmental Specialist, Maryland Environmental Service
Zane Hadzick, Senior Floodplain Specialist, FEMA Region III
Julius Lockhart, Floodplain Specialist, FEMA Region III
## SECTION I

<table>
<thead>
<tr>
<th>1. NAME OF COMMUNITY</th>
<th>2. STATE</th>
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<tbody>
<tr>
<td>Queen Anne’s County</td>
<td>MD</td>
<td>240054</td>
<td>Queen Anne’s County</td>
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<table>
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<th>6. AGENCY</th>
<th>7. DATE OF VISIT</th>
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<tr>
<td>Julius Lockhart and Bobby Cobelli</td>
<td>FEMA</td>
<td>12/17/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11/30/2020</td>
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## SECTION II

<table>
<thead>
<tr>
<th>8. NAME OF LOCAL OFFICIAL</th>
<th>9. TELEPHONE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Kling</td>
<td>410-758-0925</td>
</tr>
</tbody>
</table>

**FOR A LIST OF THE ATTENDEES SEE SECTION V.**

<table>
<thead>
<tr>
<th>10. TITLE:</th>
<th>11. ADDRESS OF LOCAL OFFICIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Floodplain Manager</td>
<td>312 Safety Drive, Centreville, MD 21617</td>
</tr>
</tbody>
</table>

## SECTION III – FINDINGS

**PART A: Check appropriate response.**

1. Are there problems with the community’s floodplain management regulations?  
   - Choose an item.

2. Are there problems with the community’s administrative and enforcement procedures?  
   - Choose an item.

3. Are there engineering or other problems with the maps or flood insurance study?  
   - Choose an item.

4. Are there any other problems in the community’s floodplain management program?  
   - Choose an item.

5. Are there any programmatic issues or problems identified?  *(Programmatic problems may relate to the nation or region as a whole, not merely to an individual community)*  
   - Choose an item.

6. Are there any potential violations of the community’s floodplain management regulations?  *(Check appropriate category)*  
   - Choose an item.
1. **CAV Modification**

Due to the ongoing COVID-19 pandemic and restricted federal and state travel, the original CAV which was scheduled from Monday November 30th – Friday December 4th, 2020, had to be modified and split into two sessions – a virtual meeting on Monday November 30th, 2020 and the floodplain tour in the summer of 2021. The virtual meeting was conducted via Zoom.

As a result of this modification to the CAV schedule, the CAV report will be broken into two separate reports instead of a single report that summarizes the findings from the meeting, the permit file review, the floodplain tour, and the corrective actions identified. The First or Initial report will provide a summary of the information discussed on the virtual meeting whereas the Final report will be more comprehensive including parts of the initial report, the information from the permit file review and the floodplain tour.

The Initial CAV report sent to the County will be incomplete until FEMA issues the final report. The Initial CAV report will not capture the “Findings” from the CAV or the Corrective Actions identified in the report that may need to be addressed by the County, in order to close out the CAV and obtain a Letter of Good Standing (LOG) for the Community Rating System (CRS) process.

In addition, the permit file review (all permits issued since the County’s last official CAV: 10/06/2009 – present) will not be completed by the submission of the initial CAV report. Therefore, a separate document will be prepared for the County highlighting the findings from the permit file review and if any compliance issues are discovered, these items will require follow up by the County. This document will be sent out to the County prior to the scheduling of the floodplain tour and will also be incorporated the Final CAV report.

FEMA will coordinate with John Kling, the Floodplain Manager, on a date for the official floodplain tour once travel restrictions have been lifted and its safe and healthy to reengage with in person activities. The Final CAV report will be issued to the County upon completion of the floodplain tour.

2. **Floodplain Management Regulations:**

FEMA reviewed the County’s floodplain management regulations, which is found in the County’s Code, Chapter 14:3 – Floodplain Management. The floodplain ordinance is listed on the County’s website where the public can access it. The County’s floodplain ordinance was found to be compliant and meets all the federal minimum requirements for participation in the National Flood Insurance Program (NFIP). The County also incorporated several higher standards into their floodplain ordinance, such as a 2-foot freeboard and to regulate the Coastal A Zone or Limit of Moderate Wave Action (LiMWA) area. The County recognizes that higher standards will provide for a safer and more resilient community and is commended for incorporating such language in the ordinance.
The County is considering changing its floodplain ordinance as it pertains to the size limit of enclosures below the lowest floor. Currently, the County prohibits enclosures greater than 600 square feet in area. The County wants to change this higher regulatory standard, due to the constant need for a variance application if someone exceeds this size limit. In addition, the language was incorporated on the belief that the County would gain points for the Community Rating System (CRS) for having a size limit.

Concerning accessory structures, FEMA Region III had a policy memo that limited accessory structures to no more than 600 sq. feet for all Region III NFIP communities. This policy memo was recently superseded by new a federal FEMA Policy #104-008-03 (issued February 2020). While the new policy memo does not specify a size limit for accessory structures, it provides examples of accessory structures including two-car detached garages (or smaller), carports, storage and tool sheds, and small boathouses. As the County moves forward with its revisions, it is recommended this FEMA policy memo is reviewed.

Along with the floodplain ordinance regulations for development, the County also adopted the 2018 International Building Codes (IBC) on Monday November 30th, 2020. The County adopted the full building codes with minor edits including Appendix G that provides additional floodplain management and administrative requirements of the NFIP that are not included in the code. Prior to the adoption of the 2018 IBC, the County adopted and implemented the 2015 IBC and 2015 International Residential Code (IRC).

3. Administrative and Enforcement Procedures:

The Department of Public Works is responsible for administering the County’s floodplain management program. The County’s designated Floodplain Manager is Mr. John Kling. Mr. Kling has been serving as the floodplain manager for the past 15 years. He also has an overall 18 years of experience and knowledge working with the NFIP. He has been a Certified Floodplain Manager (CFM) since 2006. Mr. Kling is responsible for all floodplain management development activities as outlined in the County’s floodplain ordinance.

Along with the Public Works Department, the County’s Department of Planning and Zoning is also involved in floodplain management through the issuing of permits, permit file review, inspections, the Board of Building Appeals, and the Board of Appeals (Zoning). Mr. Kling works closely with Ms. Vivian Swinson, the Zoning Administrator, and her staff when it comes to development in the Special Flood Hazard Areas (SFHA). Ms. Swinson like Mr. Kling has a wealth of knowledge and experience and has been with the County for a number of years. Together, they coordinate and work together to ensure development is according to the floodplain ordinance and the building codes.

The County has a strong and comprehensive permitting procedure. The process begins with issuing or denying the permit request, then ends with the issuing of the certificate of occupancy. The County uses an InterGov permitting system to issue permits, which allow all departments to review and comment on the permit application. There are multiple steps in the process, from the technical review, where the permit is submitted to the Planning & Zoning Department. It is here where the verification of the property location is done, using the
As part of the floodplain review process and the type of development, Mr. Kling will issue a work packet that has various documents that the applicant has to sign and return either electronically or paper to continue in the application process. The work packet could include documents as a nonconversion agreement, elevation certification, accessory structure requirement, etc. If there any appeals or variance request, the County has a very detailed outline in its floodplain ordinance that requires comments from the MDE and presentation to the Board of Appeals. The Board of Appeals is made up of appointed community members that serve three-year terms. If there are any violations, the County follows its enforcement options outlined in the floodplain ordinance.

Furthermore, the County publishes all Elevation Certificates (EC) for structures in the floodplain to the County’s website. The elevation certificates dated back to 1984 to the present. Along with the ECs, the County’s website has a wealth of additional information for the public – floodplain information, flood safety, flood insurance, resources and ECs. The County should be commended for its public outreach to educate its residents about understanding their flood risk, mitigating their flood risk, and insuring their flood risk.

4. **Engineering, Flood Maps and the Flood Insurance Study:**
The County’s current Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) went effective on November 5th, 2014. The County did not identify any major concerns with the current regulatory flood maps. However, County officials did mention issues with some areas on the previous flood maps that were mapped incorrectly. But with the most recent mapping update, these issues were corrected, and the new maps are accurate.
5. Other Community Floodplain Management Program Problems:
   Incomplete until the permit file review is and the floodplain tour is completed

6. Programmatic Issues:
   Incomplete until the permit file review is and the floodplain tour is completed

7. Potential Violations:
   If any potential violations are discovered during the permit file review or during the floodplain tour, the County will follow up and provide documentation demonstrating the violation has been brought into full compliance and if not possible, mitigate to the greatest extent possible.

SECTION V – NARRATIVE

1. Community Background:
   According to the Flood Insurance Study (FIS) report, Queen Anne’s County is located on the Eastern Shore of Maryland and is bordered to the north by the Chester River and Kent County, to the east by the State of Delaware and Caroline County, to the south by Talbot County and Eastern Bay and to the west by the Chesapeake Bay. Centreville is the county seat of Queen Anne’s County. The population for the County as determined by the 2000 Census was 40,563, and the 2010 Census was 47,798, an increase of 17.8%. The County has over 414 miles of coastline and 29.2 square miles of water area. Floodplain development in the County varies from residential, commercial, and industries such as agricultural, fishing, and service trades.

   The low lying, relatively undisturbed topography, high seasonal water tables, poor drainage and high runoff characteristics of the soils combine to provide a high flooding potential. When heavy rainfall and a high river discharge combine with storm tides, low lying areas adjacent to rivers and estuaries become inundated with saltwater. The storm of record in Queen Anne’s County was Hurricane Isabel in 2003. Major floods in the County area also occurred in 1933, 1954, 1955, 1960, 1972, 1999, 2008, and 2011.

2. General CAV Notes / Meeting Participants:

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>PHONE</th>
<th>EMAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Kling</td>
<td>Floodplain Manager</td>
<td>(410) 758-0925</td>
<td><a href="mailto:JKling@gac.pg">JKling@gac.pg</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>x 4168</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Title</td>
<td>Phone</td>
<td>Email</td>
</tr>
<tr>
<td>---------------------</td>
<td>---------------------------------------------------------</td>
<td>--------------------------</td>
<td>--------------------------------------------</td>
</tr>
<tr>
<td>Amy Moredock</td>
<td>Planning &amp; Zoning Director</td>
<td>(410) 758-1255</td>
<td><a href="mailto:AMoredock@qac.org">AMoredock@qac.org</a></td>
</tr>
<tr>
<td>Vivian Swinson</td>
<td>Zoning Administrator/Building Official</td>
<td>(410) 758-4088</td>
<td><a href="mailto:VSwinson@qac.org">VSwinson@qac.org</a></td>
</tr>
<tr>
<td>Scott Haas</td>
<td>Director of Emergency Services</td>
<td>(410) 758-4500</td>
<td><a href="mailto:shaas@qac.org">shaas@qac.org</a></td>
</tr>
<tr>
<td>Lori Morris</td>
<td>Assistant Chief of Special Operations</td>
<td></td>
<td><a href="mailto:LMorris@qac.org">LMorris@qac.org</a></td>
</tr>
<tr>
<td>Kevin Wagner</td>
<td>MDE - Community Assistance Program Manager</td>
<td>(240) 362-2143</td>
<td><a href="mailto:kevin.wagner@maryland.gov">kevin.wagner@maryland.gov</a></td>
</tr>
<tr>
<td>Jen Sparenberg</td>
<td>MES - Lead Environmental Specialist</td>
<td>(410) 729-8253</td>
<td><a href="mailto:jsparenberg@menv.com">jsparenberg@menv.com</a></td>
</tr>
<tr>
<td>Julius Lockhart</td>
<td>FEMA FMI Specialist</td>
<td>(202) 679-8097</td>
<td><a href="mailto:craig.lockhart@fema.dhs.gov">craig.lockhart@fema.dhs.gov</a></td>
</tr>
<tr>
<td>Bobby Cobelli</td>
<td>FEMA FMI Specialist</td>
<td>(202) 674-9244</td>
<td><a href="mailto:bobby.cobelli@fema.dhs.gov">bobby.cobelli@fema.dhs.gov</a></td>
</tr>
<tr>
<td>Kristen Jones</td>
<td>FEMA FMI Specialist</td>
<td>(267) 896-1116</td>
<td><a href="mailto:kristen.jones@fema.dhs.gov">kristen.jones@fema.dhs.gov</a></td>
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<tr>
<td>Elyse Bilardo</td>
<td>FEMA FMI Specialist</td>
<td>(202) 999-9021</td>
<td><a href="mailto:elyse.bilardo@fema.dhs.gov">elyse.bilardo@fema.dhs.gov</a></td>
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<tr>
<td>Sean Cannon</td>
<td>FEMA FMI Specialist</td>
<td>(202) 701-4683</td>
<td><a href="mailto:sean.cannon@fema.dhs.gov">sean.cannon@fema.dhs.gov</a></td>
</tr>
</tbody>
</table>

3. Mitigation Grants:
There are no opened mitigation grants in the County. In the past, these mitigation grants have been used to acquire several repetitive loss properties in the SFHA and most recently to purchase a generator for a critical facility in the County.

Also informed the State of Maryland’s Comprehensive Flood Management Grant Program (CFMGP). The CFMGP was created in 1976 to promote the development of local flood management plans, fund studies of watersheds, and support capital projects for flood control and watershed management. This program provides grants to Maryland counties and municipalities after flood events to implement flood control projects, and for acquisition of flood-damaged owner-occupied dwellings. Elevations and relocations of homes are also eligible for funding. Acquired land is converted to open space in perpetuity (Comprehensive Flood Management Grant Program (maryland.gov)).
Applications and supporting documents for the 2023 fiscal year are due by January 31st, 2021 to MDE.

4. Other Community Floodplain Management Program Problems:
Incomplete until the permit file review and the floodplain tour is completed

5. Potential Violations:
Incomplete until the permit file review and the floodplain tour is completed

6. Flood Insurance Statistics (Policies and Claims)
   - Policies in Force: 2,204
     - All A Zone: 1,141
     - X Zone: 1,060
     - All V Zone: 3
   - Coverage in Force: $618,449,900.00
   - Total Claims Submitted: 1,008
   - Number of Paid Claims: 733
   - Minus-Rated Policies (negative elevation-rated): 194
   - Repetitive Loss Properties (RL): 34
   - Severe Repetitive Loss Properties (SRL): 1
   - Substantial Damage Claims Since 1978:

In the past five years, there have been about 10.08% decrease in flood insurance policies in the County. From 2,451 policies in force in the past to currently about 2,204, a difference of 247 policies. These statistics does not include private flood insurance, just NFIP policies.

7. Hazard Mitigation Planning Status:
Queen Anne’s County’s Hazard Mitigation Plan was approved and adopted on May 28th, 2019. The Plan has an expiration date of May 27th, 2024.

In addition to the County’s Hazard Mitigation Plan, the County also have a Comprehensive Plan that is reviewed and updated every 10 years. This a requirement from the State of Maryland that all local jurisdictions have to complete. Highlights from the Comprehensive Plan includes hazard planning, floodplain management, nuisance flooding, climate action such as the Vulnerability Assessment Study, and infrastructure projects such as the removal of septic systems in Kent Island and redevelop the sewage system. Within the 10 years, the County does a 5-year mini update which provides the opportunity to consider the floodplain ordinance and make any changes such as higher standards adoption.

8. Other Community Floodplain Management Problems
Incomplete until the permit file review and the floodplain tour

9. Other Findings:
a. **Floodplain Tour:**

Due to the ongoing COVID-19 pandemic and restricted travel, the floodplain tour for the County has delayed until the summer of 2021.

b. **Permit File Review**

The permit file review (all permits issued since the County’s last official CAV: 10/06/2009 – present) will not be completed by the submission of the initial CAV report. Therefore, a separate document will be prepared for the County highlighting the findings from the permit file review and if any compliance issues are discovered, these items will require follow up by the County. This document will be sent out to the County prior to the scheduled floodplain tour and will also be incorporated the Final CAV report.

c. **Capital Improvements:**

There is one (1) capital improvement project currently underway in the County: an installation of box-culvert in Cloverfield with a temporary bridge for traffic. The project is under review in the Public Works Department.

d. **State & Federal Projects:**

There is one State project underway for a correctional facility for storm water management.

10. **Training Needs:**

During the CAV meeting, the County expressed interest in getting more floodplain training for its new staffer in the Public Works and Planning & Zoning Departments.

The following trainings were recommended for the County’s staff:

- **MD Introduction to Floodplain Management (FPM) virtual course (12/07/2020 – 12/09/2020)**
  - Two County staff registered for the training: Jasmine Wilding and Catherine Rybkowski

- **Building Codes Training: 2015/2018 International Codes and the NFIP**
  - 12/03/2020
  - 12/08/2020
  - 12/17/2020
  - 12/21/2020

In addition, also included other floodplain management trainings such as (these trainings are offered by the Emergency Management Institute (EMI) or FEMA Region III or MDE):

- **E273 – Managing the Floodplain Development through the NFIP**
- **E278 – National Flood Insurance Program/Community Rating System**

The County also expressed interest in the Substantial Damage (SD) Administrative Procedures Workshop conducted by FEMA Region III. Once the County completes the CRS process, FEMA and MDE will reach out again regarding the SD Admin Procedures Workshop.
11. Municipalities:

Queen Anne’s County only reviews flood compliance for the unincorporated areas of the County.

12. Community Rating System:

Queen Anne’s County has already expressed an interest in joining the Community Rating System (CRS). FEMA Region III Office received the County’s Letter of Intent (LOI) and Quick Check on October 8th, 2018. A Pre-CAV/Community Assistance Contact (CAC) was conducted on November 12th, 2019 with Lee Edgar, Chief of Engineering, John Kling, Floodplain Manager, Vivian Swinson, Zoning Administrator/Building Official, Kevin Wagner (MDE), Julius Lockhart (FEMA) and Heather Davis-Jenkins (FEMA). For the County to participate in CRS, FEMA conducted this CAV to verify that the County is fully compliant with the minimum regulations of the NFIP. If the County is admitted into CRS, the County must continue to remain in compliance with the minimum regulations plus the additional requirements of being a CRS community to continue receiving the CRS premium discounts for its residents.

13. Follow up by FEMA Region III:

FEMA will provide follow up assistance regarding the items discussed below during the virtual meeting:

1. Information on the breakdown of residential penetration rate in the SFHA (48.9 % for Insured Properties vs 51.1 % for Uninsured Properties)

2. For the claims in Zone X, what is the primary causes / flooding issues that is associated with these claims?

3. Provide the County the FEMA Floor Risk Communication Toolkit for Community Officials
   - Toolkit includes templates and strategy for addressing flood risk
   - FEMA Flood Risk Communication Toolkit for Community Officials | FEMA.gov

4. Provide information on the Maryland Silver Jackets Program
   - Silver Jackets Website > State Teams > Maryland (nfrmp.us)
   - Contact: Maryland.silverjackets@usace.army.mil, jaleesa.tate.maryland.gov, or kevin.wagner@maryland.gov.

14. Community Action Needed:

To be determined upon completion of the permit file review and floodplain tour. Any identified corrective actions will be addressed in the Final CAV report.
MEMORANDUM

Date: October 9, 2018
To: County Commissioners
From: Todd R. Mohn
Re: National Flood Insurance Program
Application to the Community Rating System

Flood insurance is made available to Queen Anne’s County property owners through the County’s participation as a member community in the National Flood Insurance Program (NFIP). The NFIP is administered by the Federal Emergency Management Agency (FEMA) and, in communities where minimum standards for floodplain management are established, provides homes and businesses vital access to reasonably priced flood insurance.

The NFIP’s Community Rating System (CRS) recognizes communities with local regulation exceeding the minimum standards by reducing flood insurance premiums for property owners within those communities. Queen Anne’s County administers a floodplain management program which would likely qualify for a ten percent (10%) discount on flood insurance premiums paid by commercial and primary home owners in the regulated floodplain.

There are nearly twenty-three hundred (2,300) such structures which are assessed a total of approximately $1,383,000 annually in flood insurance premiums. Our participation in the CRS is anticipated to result in a combined yearly savings of about $95,000 for Queen Anne’s County businesses and homeowners.

Through coordination with our State and Federal NFIP counterparts, staff has prepared the necessary materials and, upon your concurrence, will proceed to initiate the application process.

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

I move that application be made for participation in the Community Rating System and the Letter of Interest be executed by Commission President Stephen Wilson.

Attachments: FEMA B-573 CRS informational bulletin
Letter of Interest (for signature)
December 17, 2020

The Honorable Christopher M. Corchiarino, President
Board of County Commissioners
Office of the Queen Anne’s Commissioners
107 North Liberty Street
Centreville, MD 21617

Dear President Corchiarino:

The Maryland Department of the Environment (MDE) has completed its review of the Amendment No. 11-15 to the Queen Anne’s County Comprehensive Water and Sewerage Plan. The Queen Anne’s Commissioners adopted the Amendment on September 8, 2020. The Amendment contains text changes and several changes to the water and sewer area maps (see enclosed Amendment Summary).

Maryland Department of Planning Findings
The Maryland Department of Planning (MDP) advised MDE that “The Adopted Amendment 11-15 appears to respond to Planning’s request by including text amendments to Sections 3.3.3.7 (Water Supply Systems) Queenstown and 4.3.2.7 (Sewerage Systems) Queenstown in the Queen Anne’s County Master Water and Sewerage Plan, adding discussion of the 202 dwellings and 50,000 ft² of commercial floor area. The revisions are consistent with the 2010 Queen Anne’s County Comprehensive Plan and portions of the 2017 Queenstown Comprehensive Plan, as amended on October 23, 2019. (See enclosed comments.)

MDE Action
Based on MDP findings and in accordance with §9-507(a) of the Environment Article, Annotated Code of Maryland, MDE hereby approves Amendment No. 11-15.

This action completes MDE’s review, as required by §9-507 of the Environment Article, Annotated Code of Maryland. If you need further assistance on these matters, please contact Heather Barthel, Deputy Director, at (410) 537-3512, toll-free at (800) 633-6101, or by e-mail at heather.barthel@maryland.gov.

Sincerely,

D. Lee Currey, Director
Water and Science Administration
Enclosures

cc:  Alan Quimby, Director, Department of Public Works, Queen Anne's County
     Charles Boyd, Director, Planning Coordination, MDP
     Heather Barthel, Deputy Director, WSA, MDE
Summary of Amendment No 11-15, Amendment to the Queen Anne's County Comprehensive Water and Sewerage Plan

Map Amendments
- Town of Queenstown Water Map – W-3 to W-2 – Tax Map 59A – Parcels 36 and 141
- Town of Queenstown Sewer Map – S-3 to S-2 – Tax Map 59A – Parcel 39 and 141

Text Amendments
- 3.3.2.9 Stevensville Water Treatment Plant — add the following sentence: “A back-up well into the lower Patapsco aquifer, comparable to the existing well, is planned to be constructed on this site by 2023.”

- 3.3.3.7 Queenstown — add the following paragraph to the end of the section: “In 2014 the Town annexed the properties known as the Wheatlands Farm consisting of approximately 148 acres. The lands are located south of U.S. Rt 50 and hence the Town limits would be bisected by U.S. Rt 50 right-of-way. In 2019 the Town amended its 2017 Comprehensive Plan to “reflect the future development of the Wheatland Farm” on approximately 79 acres of these lands with the remaining lands being set aside as a conservation buffer for the Wye River (now known as Parcel 35). This was followed in 2020 with the approval of a concept plan showing 202 dwellings and approximately 50,000-ft2 of commercial floor area on approximately 79 acres. An increase of groundwater withdrawal from the Matawan aquifer has been requested in part to accommodate this planned development.”

- 4.3.2.7 Queenstown — add the following paragraph to the end of the section “In 2014 the Town annexed the properties known as the Wheatlands Farm consisting of approximately 148 acres. The lands are located south of U.S. Rt 50 and hence the Town limits would be bisected by U.S. Rt 50. In 2019 the Town amended its 2017 Comprehensive Plan to “reflect the future development of the Wheatland Farm” on approximately 79 acres of these lands with the remaining lands being set aside as a conservation buffer for the Wye River (now known as Parcel 35). This was followed in 2020 with the approval of a concept plan showing 202 dwellings and approximately 50,000-ft2 of commercial floor area on approximately 79 acres. A sewage pump station will be required to be constructed to convey the sewage to the Town’s wastewater treatment plant.”
November 25, 2020

Ms. Dinorah Dalmasy, Manager, Integrated Water Planning Program
Maryland Department of the Environment
Water Management Association
1800 Washington Boulevard
Baltimore, Maryland 21230

Re: Queen Anne’s County Water and Sewerage Master Plan
   Adopted Amendment 11-15, Queenstown Water and Sewer Maps; Stevensville Well

Dear Ms. Dalmasy:

Thank you for providing the Maryland Department of Planning (Planning) with a copy of the adopted Amendment 11-15, to the Queen Anne’s County Master Water and Sewerage Plan (WSP). Planning has reviewed the above-referenced adopted water and sewer plan amendment pursuant to our mandate to advise the Maryland Department of the Environment (Environment) on local comprehensive plan consistency and other appropriate matters as required by Environment Article 9-507(b)(2). Below is a summary of the WSP changes and our review comments regarding consistency, Priority Funding Areas (PFA), and Growth Tiers for your consideration.

Summary of Revisions

Planning previously reviewed Draft Amendment 11-15 and submitted a letter to Environment on August 24, 2020. The Queen Anne’s Board of County Commissioners held a public hearing on August 25, 2020 to consider Amendment 11-15 and unanimously voted for approval, according to the September 8, 2020 meeting minutes for the Queen Anne’s County Sanitary Commission meeting. However, the Board of County Commissioners meeting minutes for the same public hearing do not describe a vote on the amendment. The draft included two map amendments for the Queenstown Growth Area Water Service Area Map and the Queenstown Growth Area Sewer Service Area Map, and a text amendment to the Stevensville Water Treatment Plan, Section 3.3.2.9. Draft Amendment 11-15 consisted of the following amendments to the WSP, which remain in the adopted version.

Queenstown Growth Area Water Service Area Map and Sewer Service Area Map:

- Tax Map 59A - Parcels 36 and 141, approximately 79 acres, and zoned Planned Regional Commercial (PRC). Changing from W3 (4-10 years) to W2 (1-3 years) and from S3 (4-10 years) to S2 (1-3 years). The proposal is to accommodate the construction of a mixed-use development consisting of 202 residential units and approximately 50,000-ft² of highway and neighborhood related businesses. Projected water and sewer flow from the uses are
estimated at approximately 66,750 gpd. Water service will be provided via the Town of Queenstown.

**Stevensville Water Treatment Plant, Section 3.3.3.9:**

- Amendment 11-15 adds 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.”

In Planning’s August 24, 2020 Draft Amendment review letter, the department made the following comments on some discrepancies between the text and tables that Planning previously noted in our review comments for the town’s 2019 Comprehensive Plan Amendments, including:

- **Future Growth, Table 2-5, does not indicate any future residential units, and up to 500,000 square feet of non-residential development, for the PRC parcel.**

- **The MGE Development Capacity/Growth Tables 4-3 and 4-10 indicate that the PRC parcel will have 200+/- residential units and up to 250,000 square feet of non-residential development. This deviates from the totals appearing in the Future Growth, Table 2-5, but there is potential for further non-residential development.**

- **The projected water and sewer demand estimates through 2040, Tables 4-5, 4-6, 6-1 and 6-3, are limited to 30,911 gallons per day for new residential development. This projection is an amount far less than would be generated from the proposed 202 new residential units and 50,000 square feet of non-residential on the PRC parcel, noted as 66,750 gpd in the submitted amendment materials. The town indicates in their comprehensive plan that the existing water wells are at allocation capacity.**

Given the different proposed developments presented in the 2019 Town of Queenstown Comprehensive Plan amendment, Planning recommends MDE’s final approval stipulate the 202 residential units and approximately 50,000 square feet of non-residential development (or 66,750 gpd of water and sewer maximum demand) be indicated in Section 3.3.3.7., Queenstown, of the Queen Anne’s County Master Water and Sewerage Plan.

The Adopted Amendment 11-15 appears to respond to Planning’s request by including text amendments to Sections 3.3.3.7 (Water Supply Systems) Queenstown and 4.3.2.7 (Sewerage Systems) Queenstown in the Queen Anne’s County Master Water and Sewerage Plan, adding discussion of the 202 dwellings and 50,000 ft² of commercial floor area. The Section 3.3.3.7 text amendment notes that “An increase of groundwater withdrawal from the Matawan aquifer has been requested in part to accommodate this planned development.” The Section 4.3.2.7 text amendment notes that “A sewage pump station will be required to be constructed to convey the sewage to the Town’s wastewater treatment plant.”

The September 8, 2020 meeting minutes for the Queen Anne’s County Sanitary Commission meeting, submitted with the adopted amendment package, as well as the August 25, 2020 meeting minutes for the Board of County Commissioners, document the Board of County Commissioners August 25, 2020 public hearing concerning the amendment. Neither includes a discussion nor vote on the newly added text amendments outlined in the previous paragraph.
Consistency with the Comprehensive Plan

The revisions are consistent with the 2010 Queen Anne's County Comprehensive Plan and portions of the 2017 Queenstown Comprehensive Plan, as amended on October 23, 2019.

Queen Anne's County

Section 1.6.2. of the Queen Anne’s County Comprehensive Plan, Future Land Use Element, establishes Planning Areas, such as the Queenstown Planning Area, to concentrate growth.

Section 5.2.2., Guiding Principles for County/Town Planning, to “provide public facilities and infrastructure in a manner that supports the growth boundary delineation of Planning Areas.” The proposed growth is located within the Queenstown Planning Area.

Section 5.4.4., Queenstown Community Plan and Growth Strategies, “to ensure that growth not only pays for itself, but also is a source of ongoing revenue for the current and future infrastructure needs of the Town.”

Queenstown

The map revisions are consistent with the 2017 Queenstown Comprehensive Plan.

The Land Use Element establishes the PRC area to be a mixed commercial area that may include residential uses (Page 36, and Map 2-3, Land Use Plan).

The Community Facilities Element, policy bullet three (Page 42) directs new growth to lands served or programmed for water and sewer service.

The Municipal Growth Element (MGE) describes the Waterman Property Planned Regional Commercial area as a development with a mix of retail, office, and residential uses (Page 50).

The MGE, objective bullet one (Page 48) is to grow the town in accordance with the adopted comprehensive plan.

The Water Resources Element notes that any annexed lands adjacent to the town will be served with water and sewer as required by the town’s charter, also stating that “Additional water service of 300,000 to 500,000 gallons per day will be required to serve full build-out of the proposed Queenstown Growth Area.” (Page 84)

Priority Funding Areas (PFA) Review

Tax Map 59A - Parcels 36 and 141, approximately 79 acres, are located within the PFA.

Growth Tier Map Review

Tax Map 59A - Parcels 36 and 141, approximately 79 acres are designated as Tier II on the Queenstown SB 236 Growth Tiers Map, 4-1. These amendments do not necessitate an update of the town’s Growth Tiers Map.
Queen Anne's County has not adopted a Tier Map.

If you have any questions or concerns regarding these comments, please email the Upper Shore Maryland Regional Planner, David Dahlstrom at david.dahlstrom@maryland.gov.

Sincerely,

Charles W. Boyd, AICP
Director, Planning Coordination

cc: Robin Pellicano; Nicholai Francis-Lau; Steve Alfaro; Hannah C. Benzion, Environment
Tony Redman, DNR
Dwight Dotterer, MDA
Jason Dubow; Joseph Griffiths; David Dahlstrom; Sylvia Mosser; Cassandra Malloy, Planning
December 9, 2020

Mr. Chris Corchiarino, President
Queen Anne’s County Commissioners
The Liberty Building
107 North Liberty Street
Centreville, MD 21617

Dear Mr. Corchiarino,

In accordance with Section 5-105(b) of the Annotated Code of Maryland, the Queen Anne’s County Board of Education reports the following transfers within major state categories, for the period: November 1, 2020 to November 30, 2020.

**Major Category: Special Education**
- Salaries to Contract Services- $375,000
- Contracts for Speech and Occupational Therapy Services. Funds transferred from salary vacancies.

If you need further information, please do not hesitate to contact me.

Sincerely,

Jane K. Towers
Jane K. Towers CPA
Chief Financial Officer

cc: Ms. Janet Pauls
    Mr. Richard Smith-President
    Board of Education Members
MEMORANDUM

TO:     County Commissioners
        Todd Mohn, County Administrator

CC:     Planning Commission
        Economic Development Commission

FROM:   Amy G. Moredock, CFM, Director

DATE:   January 26, 2021

SUBJECT: Monthly Department Report – December 2020

The following information is compiled by the staff of the Department of Planning and Zoning. The information provided is current as of December 31, 2020.

Planning:

- Long-Range Planning/Community Planning/Text Amendments/ Environmental/Critical Area Planning:
  - Text Amendments
    - TA/CO #20-13, Cottage Home Planned Residential Development - updates §18 App-1 (definitions) and §18:1-36, by adding a section which will establish standards for cottage home planned residential development in the zoning districts that permit major or minor multifamily uses. The amendment was introduced before the Board of County Commissioners on December 8 and the Public Hearing will occur on January 26, 2021.
  - QAC Comprehensive Plan – Planning Commission members were provided with an update that included a draft outline, website launch, public survey results, and future schedule.
  - Critical Area Project Review
    - Kent Narrows Marine, LLC, SUB-20-08-0191 - create 3 lots
    - Wye Woods, Aspen Institute, SUB-19-03-0100-C - create 3 lots
    - Postal Road, LLC, SP-20-12-0070 - 600 residential apartments
    - Eastern Shore Exodus, SP-20-02-0051 - apartment building and commercial building with apartments
    - Edwards Development, SP-20-11-0068 - convert existing building into a duplex
    - Narrow’s Restaurant, SP-18-08-0007 - 752 sq. ft. addition to existing building
  - Heritage Review:
    - Reviewing several site plans, subdivisions, and demolition permits for compliance with Historic Structure review provisions.
  - Meeting Attendance – Virtual/Phone Conference: Liquor Board, Economic Development Commission, MaCO, PSC, KNDF and many project meetings.
• Development Review/Site Plans/Subdivision Plats/Growth Allocations/Adequate Public Facilities:
  o Administrative Subdivision plat reviews
    Mount Chase, SUB-20-11-0206 - Combine 2 lots into one (Lots 1 & 2)
    Mount Chase, SUB-20-11-0207 - Combine 2 lots into one (Lots 4 & 5)
    Mount Chase, SUB-20-11-0208 - Combine 2 lots into one (Lots 24 & 25)
    Surrey Real Estate, SUB-20-11-0205 - Combine 3 lots into 4
    White's Heritage, SUB-20-10-0199 - Combine lots 65 & 66 into one

  o Minor Site Plan reviews
    Delmarva Carville Substation, SP-20-09-0064 - Additional GIS building and shift existing access road.
    Wye Mills Pit & Scale House, SP-20-11-0067 - Create a weigh station and scale house
    Delmarva Powers Queenstown, SP-20-04-0052 - Create a substation
    Narrow's Restaurant, SP-18-08-0007 - 752 sq. ft. addition to existing building
    Edwards Development, SP-20-11-0068 - Convert existing building into a duplex

  o Major Site Plan reviews
    Postal Road, LLC, SP-20-12-0070 - 600 Residential apartments

  o Minor Subdivision plat reviews
    Kent Narrows Marine, LLC, SUB-20-08-0191 - Create 3 lots
    Wye Woods/Aspen Institute, SUB-19-03-0100 - Create 3 lots

  o Concept plan reviews
    Edwards Development, SP-20-11-0068 - Convert existing building into a duplex

  o Planning Commission meeting, December 10, 2020 - Canceled

Zoning:

• Building Permit Information (Source: Energov & Sungard):

![Graph showing permit application submitted, permits issued, residential, and commercial per year](image)
### Building Permit Tracking 2020

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<th>December 2019</th>
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### Highlights of Commercial Permits Issued:

- **New Commercial:**
  - 200 Four Seasons Clubhouse, Chester, Md 21666 - 73'8" X 251'8" foundation for future clubhouse. Placement of footings, stem walls, slabs & rough-in plumbing.

- **Commercial Renovations:**
  - Marion Quimby Drive, Stevensville, MD 21666 – Clubhouse renovations. Remove and replace existing stairs & deck rails replace, remove deck boards in area & replace. Remove deck boards in a 6'X 30' area & replace.

### Inspection and Enforcement Activity:

- Citations Issued: 4 (YTD Issued: 62)
- Total fines issued: $1,750 (YTD Issued: $30,750; YTD Paid: $16,000)
- Nuisance Complaints/Code Violation Inspections Conducted: 14 (5 of which in Critical Area)(YTD: 354/100)
- Zoning Inspections Conducted: 305 (117 of which within Critical Area) (YTD: 3,487/1,491)
- Liquor Law Compliance Inspections: 7 (YTD: 87)

### Zoning Boards:

- **Board of Appeals – Hearing Date - December 2, 2020**
  - Case BOA-20-10-0077 – Bonnie Slater – setback for shed – Approved
  - Case BOA-19-10-0051 – Goldsboro Materials – major sand and gravel operation - Continued

- **License Commission (Liquor Board): Meeting Date – December 1, 2020**
  - No applications on Agenda.

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

January 15, 2021

The Water and Science Administration has received the applications listed below. A preliminary review has indicated that the listed projects may be subject to the opportunity for a public hearing once the application is substantially complete. Projects may be significantly altered during the review process. The applications and related information are available for inspection and copying. You may also request written notice of any hearing opportunity by having your name placed on the interested persons list for each project in which you are interested. To inspect the file or to have your name placed on the interested persons list, contact the assigned division at the telephone number indicated below no later than February 15, 2021, unless otherwise noted in the Public Notice.

The Maryland Department of the Environment is following the directives of the Governor of Maryland in response to the COVID-19 pandemic and issued Executive Orders. Please be advised that public notice and hearing procedures and meetings may be impacted, including the possible re-scheduling of hearings from in-person hearings to being held virtually.

Nontidal Wetlands Division - (410) 537-3456

Queen Anne’s County
202061369/20-NT-2063: THE MARYLAND DEPARTMENT OF NATURAL RESOURCES, MARYLAND PARK SERVICE, 580 Taylor Avenue, Annapolis, Maryland 21401 has applied to improve handicap accessibility along an approximately 6-foot wide by 210-linear foot section of existing park trail and to construct a new kayak dock and fishing pier facility for improved handicapped accessibility as follows: to construct a new 5-foot wide by 32-foot wide gangway within a 16-foot wide by 26-foot long floating kayak dock; and to construct a 5-foot wide by 32-foot long gangway with a 10-foot wide by 16-foot long floating fishing platform (320 square feet). The project will permanently impact approximately 16 square feet of nontidal waterway and 1,260 square feet of expanded nontidal wetlands buffer. The project is located at 13070 Crouse Mill Road, Queen Anne, Queen Anne's County, Maryland. Written comments, requests for a public informational hearing, and requests to be included on the interested persons list may be sent by February 15, 2021 to the Maryland Department of the Environment, Attn: Chris Pajak, 201 Baptist Street, Salisbury, Maryland 21801-4947 or at Chris.Pajak@maryland.gov or 410-713-3685 extension 4225. Any further notices concerning actions on the application will be provided only by mail to those persons on the interested persons list. Please refer to Subsection 5-907 of the Annotated Code of Maryland or the Code of Maryland Regulations 26.23.02 for information regarding the application process.
Maryland is being unfair to my Dogs and myself.

From: Tim Whitney (boatworks21401@yahoo.com)
To: davidnmabreylaw@gmail.com
Date: Thursday, October 22, 2020, 03:15 PM EDT

Governor Hogan-- I have lived in QA county for 29 years and Maryland my whole life! A situation came up at the end of August this year that I need your help with as it has gotten blown way out of proportion. I am a dog lover and have always had a minimum of six dogs that live with me at my home at 1007 Dominion Rd in Chester Md 21619- My dogs are my family and love them very much. Some of my dogs are older- ones that I rescued in 2008 during the melt down. With them being 13 years old I knew that they were not going to be with me much passed 15yrs. I brought three new rescued dogs into my pack so the older dogs could help train by observation where to go to the bathroom etc. One of my new dogs named Chauncy a mastiff got loose by dipping his head out of his collar and ran over to my neighbors yard next door. He had done this in two consecutive days. My neighbor called animal control both days. When they responded the second day an officer with animal control- Derrick Leonard followed me back to my house to do a report. I let him in and he started saying that he could smell urine. He asked how many dogs I had and I said nine. Even though he said the dogs looked good to him and showed him all of the receipts from my vet that all dogs were current with exams and shots he said I had too many dogs? All of my dogs were in properly sized crates that I had not cleaned that morning because I had to get my dog Chauncy from my neighbors yard - The crates always get cleaned twice if not more a day. Officer Leonard left and appeared two days later saying the state will drop criminal charges if I surrender all of my dogs by 4pm that day? I said to him and Chelsea Enzel assistant states attorney who had on speaker phone that I did not want to surrender my dogs. I asked what ever violation I am committing give me the chance to correct it- she said no to this and that I would never get my dogs back? All this with a ten minute visit from the animal control officer. He said it was a violation of air and space? When I looked up the residential requirements for dogs in QA county- they are very vague with no mention of space requirements needed. I have four window unit AC units that always run in my home so the dogs have a cool area to be in during the Summer. I had a dog named Buster - a Great Dane that passed on me last March, in October 2019 he was not eating drinking his water. I started giving him canned Pedigree dog food and carried him over the the AAVEC hospital in Annapolis Md to figure out what was wrong with him. After an over night stay 1300 dollars later they called me the next day and said they put Buster on an IV to restore his system and he seemed ok to pick up. Two days later he pooped out a 30 inch round object orange in color- it turned out he had eaten a piece of my bed skirt. Once that got out of his system he was drinking and eating normally. Everything thing was fine until March 2020 it was a Saturday, I had taken him to my shop in Annapolis- Boatworks- Engine Repair Service that day and when we got home that night I fed him and he passed on me that night. I woke up Sunday and seeing that he had passed I carried him down to my vet for cremation as I have always done with my dogs. I covered him with a blanket and left a note for Spay Now in Grasonville that it was my dog Buster to please cremate him. I then called their office # and left the same message. I had done the same with another dog named Niko a year before on a Sunday also whom had passed on a Saturday evening. A cleaning lady must have noticed my dog laying their because when I called the next day- Monday morning Spay now's people told me animal control had been by and picked up Buster. Animal control stopped by my home and took a report about Buster. They were going to preform an autopsy they said and that criminal charges might happen and the result? Buster was always a thin dog - he was just a 1.5 years old. I showed them that Buster had been at the vet for a exam and shots in December 2019 and at the emergency hospital in October 2019. I do not know what else I could of done as he passed on me with no signs that Saturday evening in March 2020. So this week I was given a summons for Buster with 7 criminal counts one being torturing my dog? I would no more hurt a dog that I love than anyone else who loves animals. I was given a multiple dog license for up to 10 dogs from Roxy over at the shelter where My dogs are now. QA county police put me in hand cuffs Aug 27th 2020 - impounded my dogs at the direction of States Attorney Lance Richardson whom I never meet from a ten minute visit by Animal Officer Leonard Leonard. Something is very very wrong here- I have never been arrested or charged criminally for anything. I was released without having to post bail with the understanding that I not have any dogs? My attorney and I had a meeting with the animal control commission to petition to get my dogs back on a zoom meeting format but the commission said they would not release my dogs to me because of the stipulation the court aid about not having any dogs while on bail. Also that I needed counseling because they think I am a partial hoarder? Just because I have 8 dogs which was 9 dogs - animal control put my dog Miles down he was an 11 year old Great Dane that I had since being a puppy the first week they had him, saying he could not get up. Even though I told the shelter and officer Leonard to make sure he gets his Glucosamine Chondroitin and MSM joint support medicine twice a day they never gave it to him and just gave him gavapetin. I had walked him the morning he was impounded from me! I dropped off some heart worm preventative and flea tick preventative at the shelter for my dogs 10 days ago- I hope they got that ok! Mr Hogan I have put new rugs down in my house along constructing a 600sq ft dog run
between my two houses on my property and offered the second house available for additional sheltered space. My home is clean and odor free. I just want this misunderstanding ended and my dogs returned to me. This has got to be hard on them being away from me! Thank you for listening  Tim Whitney  410-268-6627 or 443-336-4458  PS You are welcome to visit my home anytime- Much appreciated with what help you can give me
December 11, 2020

To Whom it May Concern:

Ladies and Gentlemen:

I write in support of Tim Whitney, whose dogs have been confiscated by the Maryland animal control authorities. He is currently facing what appear to be misguided charges concerning his dogs’ handling, upkeep and kenneling.

Mr. Whitney is extremely anxious to clear up what seems to be, at best, a significant misunderstanding and misreading of the circumstances and at worst, a major overreaction to what is in fact a very loving, caring and touching man-to-dog relationship.

I have known Mr. Whitney for at least two decades and have always observed and admired his commitment to and care for the dogs he has rescued and nurtured over the years.

This is not an idle or uninformed opinion.

I moved to Washington from New York in January of 1991 to accept the presidency and directorship of the Corcoran Gallery of Art (Washington’s oldest art museum and largest privately supported cultural institution), a post I held for 14 years. Previously I had been at the helm of New York’s Parsons School of Design for 19 years, and subsequently became the Chancellor of The New School, Parsons’ parent university. I have now lived and worked in the Washington and Annapolis metro area for 30 years.

During my New York days and, indeed from my childhood to the present day, my family has always included dogs.

In fact, in my younger years I both bred and showed my dogs in many American Kennel Club events (including the Westminster Kennel Club’s show at Madison Square Garden – the most prestigious in the US) and my dogs won many awards, including an occasional best of breed. I was also the secretary of The American Bloodhound Club, an AKC affiliate, for several years.

Although I have never visited Mr. Whitney’s home, I have frequently been to his place of business, since he is the most accomplished, honest and helpful marine mechanic with whom I have ever worked. (Apart from dogs, I have also had boats for most of my life, having spent about half of each of my childhood years on Fire Island, a 30 mile-long barrier beach upon which there are no roads or cars – transportation is thus dependent upon boats which, like dogs, need constant attention and TLC. Today I have a house with a dock and several boats in Annapolis which, like dogs, also require a good deal of tender loving care and expense.)
Since Mr. Whitney always brings several of his dogs with him to his place of business and rotates them, bringing two or three different ones each day, I have had the opportunity to observe most of his dogs closely, and can say unequivocally that they have always appeared to be healthy, well cared for, well-groomed, friendly and well socialized. They are devoted to Mr. Whitney—a devotion that is clearly reciprocated in full, and which results, among other things, in his scrupulous attention to veterinary requirements, considerable financial investment in medication, a healthy diet, routine and other examinations as needed, and a great dose of love and care.

A confirmed bachelor Mr. Whitney's dogs are his family, and in conversation with him over the years it has become clear to me that he devotes a great deal of his time to their care and well-being. It is true that over he has rescued many dogs—often keeping as many as six—and that some of them are large. But as far as I can tell they are the focus of his household and, to the extent that I have been able to observe them in his shop, they get full measure of his attention.

The suggestion that Mr. Whitney is abusing his dogs in any way seems, therefore, to be very far from the truth. The actual facts appear to be exactly the opposite. He loves them and they reciprocate; he cares for them as a devoted parent would care for a child. To deprive him of his "family" of dogs, or the dogs of him, would be a travesty. I therefore urge you to look carefully into the real facts of this situation, rather than jump to easy but mistaken conclusions.

Please note that I fully recognize the profoundly unfortunate truth that there is much animal abuse in this country But in this instance the facts are exactly the opposite, and do not support such a conclusion. To arrive at any other view would be a serious miscarriage of fairness, due diligence and justice.

I sincerely request, therefore, that you give this matter your most careful, thorough and thoughtful consideration.

David C. Levy, PhD
2556 Massachusetts Ave.
Washington, DC 20008

Tel: 202-821-5531
January 13, 2021

Re: Queen Anne’s County Economic Development Incentive Fund

Dear Commissioners:

Thank you for the generous grant of $50,000 from the Queen Anne’s County Economic Development Incentive Fund Program. We are extremely grateful.

This grant will help tremendously moving our company forward in the environmental analytical industry. It will be a long and tedious journey, however, when complete, we will be able to expand our business capabilities, be more competitive in price requisitions, retain our current new hire personnel and add additional employees to our team.

Again, thank you for your consideration and helping us achieve our goals.

We wish you a successful and healthy 2021.

Best regards,

Dominic DiGiovine
Owner / President

Eva DiGiovine Stoops
Owner / Vice President
A BILL ENTITLED

AN ACT CONCERNING Cottage Home Planned Residential Development;

FOR THE PURPOSE of modifying the Planned Residential Developments standards in Chapter 18:1 of the Code of Public Local Laws of Queen Anne’s County to establish standards for cottage home planned residential development in the sixteen zoning districts in Queen Anne’s County that permit major or minor multifamily uses; amending the definition of “multifamily” in Chapter 18 App of the Code of Public Local Laws and providing a definition of “cottage home” therein; and generally providing for and addressing cottage home residential development in Queen Anne’s County;

BY AMENDING Section 18:1-36 of the Code of Public Local Laws and revising the definition of “Multifamily” and providing a definition of “Cottage Home” in Chapter 18 App of the Code of Public Local Laws. (NOTE: New language is shown CAPITALIZED AND BOLD FACED and deletions are shown by strikethrough.)

SECTION I

BE IT ENACTED BY THE COUNTY COMMISSIONERS OF QUEEN ANNE’S COUNTY, MARYLAND that Section 18:1-36 H. of the Code of Public Local Laws of Queen Anne’s County, Maryland be and is AMENDED to read as follows:

Article V
District Standards
§ 18:1-36 Planned residential development standards.
A. In general. All residential lots in a single-family cluster subdivision, or a planned residential development shall comply with the following standards for each dwelling type.

…
H. COTTAGE HOME PLANNED RESIDENTIAL DEVELOPMENT.
THE COTTAGE HOME PLANNED RESIDENTIAL DEVELOPMENT
TECHNIQUE PROPOSES FULLY DETACHED SINGLE-FAMILY
DWELLINGS IN A CONDOMINIUM REGIME FOR RESIDENTIAL
USE. THE FOLLOWING TABLE SPECIFIES THE MINIMUM
STANDARDS FOR A COTTAGE HOME PLANNED RESIDENTIAL
DEVELOPMENT.

(1) MINIMUM LANDSCAPE SURFACE AREA PER COTTAGE
UNIT: 450 SQUARE FEET.

(2) RESIDENTIAL DENSITY:
   (a) MAXIMUM RESIDENTIAL DENSITY SHALL BE
       CALCULATED AT THE MULTIFAMILY RATE
       ESTABLISHED BY THE ZONING DISTRICT STANDARDS IN
       WHICH THE DEVELOPMENT IS PROPOSED.
   (b) IN NO CASE SHALL THERE FEWER THAN FOUR (4) OR
       MORE THAN TEN (10) UNITS PERMITTED ON A SINGLE
       SITE.

(3) FLOOR AREA:
   (a) MINIMUM 800 SQUARE FEET.
   (b) MAXIMUM OF 1,200 SQUARE FEET.

(4) SETBACKS:
   (a) FRONT: 25 FEET.
   (b) SIDE: 5/10 FEET.
   (c) REAR: 25 FEET.

(5) SPACING BETWEEN UNITS:
   (a) MINIMUM 10 FEET.
   (b) MAXIMUM OF 15 FEET.

(6) OFF-STREET PARKING REQUIREMENTS:
   (a) 1.5 SPACES FOR ONE-BEDROOM UNITS.
   (b) 2 SPACES FOR TWO-OR-MORE-BEDROOM UNITS.
   (c) UNITS SHALL FRONT A CENTRAL PARKING AREA OR
       COURTYARD.
       [1] MINIMUM DISTANCE FROM THE PAVED PARKING
       AREA: 5 FEET.
MAXIMUM DISTANCE FROM THE PAVED PARKING AREA: 15 FEET.

(d) PAVED PARKING AREAS SHALL PROVIDE LANDSCAPE SCREENING FROM ADJACENT ROADWAYS AND RESIDENTIAL PROPERTIES.

(7) MAXIMUM BUILDING HEIGHT: 28 FEET

SECTION II

BE IT FURTHER ENACTED that Chapter 18 App of the Code of Public Local Laws be AMENDED as follows:

Chapter 18 App
Appendix A: Glossary

§ 18App-1. Definitions
In Chapter 18, the following words have the meanings indicated:

Multifamily:
A planned residential development consisting of more than one dwelling unit (such as duplexes, townhouses, COTTAGE HOMES, apartments or multiplex) that involves the identification and protection of required open space and is accomplished pursuant to design and improvement standards set forth in Article V of Part 3 of Chapter 18.

COTTAGE HOME:
A TYPE OF MULTIFAMILY UNIT IN A CONDOMINIUM REGIME WHERE THE DETACHED SINGLE-FAMILY DWELLING IS INDIVIDUALLY OWNED, AND THE COMMON AREAS ARE COMMONLY OWNED BY THE UNIT OWNERS.

SECTION III

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

DATE: December 8, 2020

PUBLIC HEARING HELD: January 26, 2021 @ 6 pm

VOTE: __ Yea __ Nay

DATE OF ADOPTION: ________________

EFFECTIVE DATE: ________________
BILL NO. 21-01

A BILL ENTITLED

“PUBLIC FACILITIES BOND AUTHORIZATION OF 2021”

A PUBLIC LOCAL LAW TO AUTHORIZE AND EMPOWER QUEEN ANNE’S COUNTY, MARYLAND (THE “COUNTY”), FROM TIME TO TIME, TO BORROW NOT MORE THAN THIRTEEN MILLION DOLLARS ($13,000,000) FOR THE PUBLIC PURPOSE OF FINANCING OR REFINANCING CERTAIN PUBLIC FACILITIES, ALL AS MORE PARTICULARLY DESCRIBED HEREIN, AND TO EVIDENCE SUCH BORROWING BY THE ISSUANCE AND SALE AT PUBLIC OR PRIVATE SALE, UPON ITS FULL FAITH AND CREDIT, OF ONE OR MORE SERIES OF ITS GENERAL OBLIGATION BONDS IN LIKE PAR AMOUNT; EMPOWERING AND DIRECTING THE COUNTY TO ADOPT A RESOLUTION IN ACCORDANCE WITH SECTION 19-504(d) OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND (2013 REPLACEMENT VOLUME AND 2020 SUPPLEMENT) (THE “CODE”) PRIOR TO ISSUING ALL OR ANY PART OF THE BONDS; EMPOWERING AND DIRECTING THE COUNTY TO LEVY AD VALOREM TAXES IN RATE AND AMOUNT SUFFICIENT TO PROVIDE FUNDS FOR THE PAYMENT OF THE MATURING PRINCIPAL OF AND INTEREST ON THE BONDS AND PLEDGING THE COUNTY’S FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER TO THE PAYMENT THEREOF; EXEMPTING THE BONDS FROM THE PROVISIONS OF SECTIONS 19-205 TO 19-206, INCLUSIVE, OF THE CODE; AUTHORIZING THE ISSUANCE OF REFUNDING BONDS; AND RELATING GENERALLY TO THE ISSUANCE AND SALE OF SUCH BONDS.
NOW, THEREFORE, BE IT ENACTED BY THE BOARD OF COUNTY
COMMISSIONERS OF QUEEN ANNE’S COUNTY:

Section 1. Queen Anne’s County, Maryland (the “County”) is hereby authorized and
empowered to borrow money and incur indebtedness for the public purposes described in
Section 2 hereof, at one time or from time to time as the County may determine, in an aggregate
principal amount not exceeding THIRTEEN MILLION DOLLARS ($13,000,000), and to
evidence such borrowing by the issuance and sale, at public or private sale, upon its full faith and
credit, of its general obligation bonds in like par amount.

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

(i) road and parking lot improvement projects, including (without limitation) the purchase of equipment for such projects;

(ii) information technology infrastructure improvement projects, including (without limitation) the purchase of related equipment;

(iii) capital projects approved by the Board of Education of the County, including (without limitation) building improvements and renovations at one or more schools, as well as transportation system improvements and the purchase of capital equipment therefor;

(iv) updates and improvements of emergency services facilities, including (without limitation) the public safety network and CAD replacement;
(v) maintenance and other improvement projects at County parks and recreational facilities, including (without limitation) parking lot improvements and capital equipment purchases;

(vi) other capital projects approved for bond funding in the County’s Capital Budget for Fiscal Year 2021 or as otherwise approved by the Board of County Commissioners of the County (the “Board of County Commissioners”), including (without limitation) the expansion of and renovations and improvements to the County detention center, public library system improvements, drainage system and stormwater management improvements, airport fuel depot improvements and the improvement, renovation and equipping of other County buildings and facilities.

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

Section 3. Prior to issuing all or any part of the bonds authorized to be issued hereunder, the Board of County Commissioners shall adopt a resolution containing all of the provisions required under Section 19-504(d) of the Local Government Article of the Annotated Code of Maryland (2013 Replacement Volume and 2020 Supplement) (the “Code”). The resolution may also contain such other provisions as the Board of County Commissioners may
deem appropriate. The resolution may be adopted by the Board of County Commissioners at any
time after the enactment of this public local law and the appropriate officers of the County may
take any action deemed appropriate to effectuate the timely issuance and sale of the bonds
pursuant to the resolution at any time after the enactment of this public local law, provided only
that the resolution may not become finally effective until the effective date of this public local
law. The bonds may be sold on any date or dates after the effective date of this public local law.

Section 4. For the purpose of satisfying the debt service requirements on the bonds
authorized to be issued hereunder, the County shall levy for each and every fiscal year during
which any of the bonds may be outstanding ad valorem taxes upon all real and tangible personal
property within its boundaries subject to assessment for unlimited County taxation in rate and
amount sufficient to provide for the prompt payment of the principal of and the interest on the
bonds maturing in each fiscal year; and, in the event the proceeds from the collection of the taxes
so levied in any such fiscal year prove to be inadequate for such purpose, additional taxes shall
be levied in the subsequent fiscal year to make up any deficiency.

The full faith and credit and unlimited taxing power of the County are hereby irrevocably
pledged to the prompt payment of the maturing principal of and interest on the bonds authorized
to be issued hereunder as and when the same become due, and to the levy and collection of the
taxes hereinabove described as and when such taxes become necessary in order to provide
sufficient funds to meet the debt service requirements of the bonds. The County hereby
covenants with each holder of any of the bonds to take any action that may be appropriate from
time to time during the period that any of the bonds remain outstanding and unpaid to provide
the funds necessary to make the principal and interest payments due thereon and further
covenants and agrees to levy and collect the taxes hereinabove described.
Section 5. The bonds authorized to be issued hereunder are hereby specifically exempted from the provisions of Sections 19-205 to 19-206, inclusive, of the Code.

Section 6. The County is hereby authorized pursuant to Section 19-207 of the Code (the “Refunding Act”) to issue its bonds (“Refunding Bonds”) for the purpose of refunding any bonds issued hereunder. References to the bonds in Sections 2 through 5, inclusive, above shall include the Refunding Bonds, unless the context requires otherwise. The Refunding Bonds may be issued at one time or from time to time, for one or more of the public purposes specified for the issuance of refunding bonds in the Refunding Act, and may be sold at public or private sale, as provided in the resolution of the Board of County Commissioners adopted pursuant to Section 3 hereof. The aggregate principal amount of Refunding Bonds shall not exceed 120% of the principal amount of the bonds being refunded. The validity of any such Refunding Bonds shall in no way be dependent upon or affected by the validity or invalidity of the obligations so refunded.

[Signatures appear on following page.]
Section 7. This public local law shall take effect 45 days after it is enacted.

COUNTY COMMISSIONERS OF QUEEN ANNE’S COUNTY, MARYLAND

________________________________________
Christopher M. Corchiarino, President

_______________________________________
Philip L. Dumenil, Vice President

_______________________________________
James J. Moran, Commissioner

_______________________________________
Jack N. Wilson, Jr, Commissioner

_______________________________________
Stephen Wilson, Commissioner

Date Introduced: January 12, 2021

Public Hearing Held: January 26, 2021 @ 6:10 pm

Vote: _________ Yea ___________ Nay

Date Enacted: _____________________________

Effective Date: ___________________________