CALL TO ORDER
5:30 p.m.  Call To Order,
Pledge Of Allegiance,
Moment Of Silence,
Approval Of Agenda

Accept County Commissioners’ Minutes
- Regular Minutes – June 11, 2019

Press And Public Comments**

NEW BUSINESS
5:35 p.m.
Mr. Todd R. Mohn, PE, County Administrator
“Presentation of Documents for Signatures and Weekly Correspondence”

Action
1. 2011 Comprehensive Water & Sewerage Plan Amendment 11-13 – Ponchock Property – Renewal of Motion
2. Historic Christ Church Discharge Property Overview
3. BMC Agreement UPWP Contract For FY2020
5. Correctional Officers Retirement Systems (CORS)
6. Draft Standard Operating Policy
7. Vehicle Replacement – Maintenance Truck, Public Landings
8. FY20 Department Of Parks Vehicle Purchase
9. BOE Request To Transfer Between Major State Categories
10. MArCo FY2020 Dues
11. Community Partnerships For Children & Families Nomination appointments
12. Budget Amendment CC-28 – Port Security Grant

Documents:
- 06.25.2019DPW.pdf
- 06.25.2019Action.pdf
- 06.25.2019Correspondence.pdf

LEGISLATION
5:45 p.m.
Public Hearing
County Ordinance 19-08 – the Repeal of Section 4-15, “Ownership Disclosure” of the Code of Public Local Laws of Queen Anne’s County

5:50 p.m.
Public Hearing
County Ordinance 19-09 – Amendments to Chapter 13 of the Code of Public Local Laws of the Queen Anne’s County Regarding the Use of School Bus Monitoring Cameras by School and Law Enforcement Officials

5:55 p.m.
Public Hearing
County Ordinance 19-10 – 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 56 (Matapake Business Park) FOR THE PURPOSE OF amending part of Parcel 221, Lot 7 located on said Official Chesapeake Bay Critical Area Overlay Map 56 to redesignate 2.122 acres from Limited Development Area (LDA) to Intensely Developed Area (IDA).

Legislative Session
County Ordinance 19-12 - County Transfer Tax (to be introduced)

Documents:
- ORD 19.08.Pdf
- ORD 19.09.Pdf
- ORD 19.10.Pdf

PRESENTATIONS
Mr. Kenneth Kozel, University of Maryland Shore Regional Health CEO
Ms. Patti Willis, University of Maryland Shore Regional Health Sr. Vice President

“Shore Health Update”

Ms. Kathryn Dilley, Executive Director

“Mid Shore Behavioral Health Yearly Update.”

Press And Public Comments**

Commissioner’s Roundtable

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

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

*** Part of the meeting may be closed to the Public in accordance to the Open Meetings Act procedures.
COUNTY COMMISSIONERS SCHEDULE
TUESDAY, JUNE 25, 2019
LEGISLATIVE DAY
CALL TO ORDER
5:30 p.m.

1. Call To Order
2. Pledge Of Allegiance
3. Moment Of Silence
4. Approval Of Agenda
   - Accept County Commissioners' Minutes - Regular Minutes – June 11, 2019

NEW BUSINESS
5:35 p.m.

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   - Presentation of Documents for Signatures and Weekly Correspondence
   - Action
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   - 2. Historic Christ Church Discharge Property Overview
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   - 5. Correctional Officers Retirement Systems (CORS)
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   - 10. MACo FY2020 Dues
   - 11. Community Partnerships For Children & Families Nomination
   - 12. Budget Amendment CC – Port Security Grant

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LEGISLATIVE SESSION

County Ordinance 19-12 – County Transfer Tax (to be introduced)

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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 will be attending the following events in the next few weeks:
7/3 Retirement Luncheon
MEMORANDUM

Date: June 25, 2019

To: County Commissioners

From: Todd R. Mohn

Subject: 2011 Comprehensive Water and Sewerage Plan Amendment 11-13, PONCHOCK PROPERTY – Renewal of Motion

A public hearing was held on February 26, 2019 to consider an upgrade to the sewer service designation from S-3 to S-2 (which equates to immediate public sewer service) for the referenced property in Bay City. Following the hearing on March 26, 2019, a motion to approve the upgrade to the sewer service designation failed by a vote of 3-2.

The Board may reconsider this action as a “Renewal of Motion” by making the same motion again and taking a second vote on the motion. For reference, attached are the staff reports from the Department of Public Works and the Department of Planning and Zoning and an excerpt from the County Commissioner meeting minutes when the original motion failed.

The Recommended Action and Motion by Staff is:

I move to approve the sewer service map upgrade for the Ponchock Property from S-3 to S-2.
MEMORANDUM

Date: February 26, 2019

To: County Commissioners

From: Alan Quimby

Re: 2011 Comprehensive Water and Sewerage Plan (CWSP)
Amendment 11-13 – Public Hearing

We have a public hearing scheduled for 5:45 p.m. on Tuesday, February 26, 2019 to discuss the following project. Attached is a finding of consistency with the County’ Comprehensive Land Use Plan from County Planning staff.

From the advertisement (in italics):

PONCHOCK PROPERTY – The property is an existing vacant lot of record located at 900 Broad Creek Drive within the Bay City subdivision in Stevensville. It is shown on Tax Map 56 as Parcel 196 and is approximately 3 acres in size. The property is zoned Neighborhood Conservation 20,000-ft² minimum (NC-20). The proposal is to subdivide the property into as many as 6 residential lots. The amendment request is to upgrade the sewer service designation from S-3 to S-2 (which equates to immediate service). Flows from the use are anticipated to be approximately 1500 gpd. Sewer service will be provided via the existing Collection Station ‘R’.

This property is ‘surrounded’ by the Bay City subdivision but is not technically part of the subdivision. When sewer (and water) was installed in Bay City in the mid 1990s, the property owner requested to be exempted from the project. Given the large lot size, and the well-drained soils on the property, Environmental Health made the determination that it did not constitute a current, or near term, health hazard. As such the property owner’s desire to not connect was honored.

The home then suffered a devastating house fire in January 2014 and the property has remained vacant ever since. As noted in the advertisement, there is now a desire (by a contract purchaser) to subdivide the property which will require sewer (and water) service.

BILLYING ADDRESS: 107 NORTH LIBERTY STREET, CENTREVILLE, MARYLAND 21617 | PHONE: 410-758-2574 | FAX: 410-758-4405
In regards to public comment, as of this writing the following comments have been made:

- Ms. Patricia Mager spoke during press and public comment during the February 12 Commissioner’s meeting indicating she had just learned of the proposal and requested more time to prepare a response.
- The Sanitary District received two phone calls – one just to ask questions and the other was a voice mail, that was returned that day, but no contact was subsequently made.

Should the Commissioners wish to approve the amendment requests immediately following the hearing (which is not necessary – however a decision is required within 60-days of the hearing or the amendment request is deemed to be denied), please make a motion similar to the following:

I move to approve the sewer service map upgrade for the Ponchock Property from S-3 to S-2.
MEMORANDUM

Date: February 12, 2019

To: County Commissioners

From: Rob Gunter, Senior Planner

Re: Comprehensive Water and Sewerage Plan ("CWSP") Amendment Consistency Report
   – Ponchock Property

GENERAL INFORMATION:

Owner: John Ponchock
Tax Map / Parcels: 56/196
Location: 900 Broad Creek Drive, Stevensville
Zoning District: NC-20 (Neighborhood Conservation)
Critical Area: LDA (Limited Development Area)
Sewer Service Designation: S-3

REQUESTED ACTION:

The applicant requests an amendment to the Comprehensive Water and Sewerage Plan to change the existing sewer service from S-3 to S-2 (which equates to immediate service).

SITE INFORMATION:

The property is approximately 3 acres and was improved with a 7,200 sq. ft. single family home which was destroyed by a fire in 2014. It is located within the Chester/Stevensville Growth Area and is surrounded by the Bay City community, although not a part of the original subdivision. All surrounding properties of Bay City are served by public sewer. When Bay City was originally served with public sewer the then owner chose not to have this property connected.

CONSISTENCY WITH THE COUNTY PLANS:

The 2007 Chester/Stevensville Community Plan, Map 5-1, identifies the subject property as being in the planning area in 1987/1988 as well as in 2005 when the current plan was being developed.

The 2011 CWSP, on page 96, clearly identifies the entire Bay City community as S1 current service area, as well as showing the subject property as S3, sewer service within 4 to 10 years (’14-’20).

In the 2010 Comprehensive Plan:
• Map LU-6, the property is shown as being in a priority funding area,
• Map LU-7A, the property is shown as being located within a county/town planning area,
• Map LU-7B, the property is shown as being located within the Chester/Stevensville Planning Area and is further identified as medium density residential (2-8 units per acre),
• Map ESA -10 Priority Preservation Areas – shows that the property identified in this proposed amendment is not located in a Priority Preservation Area, and
• Section 2.0 Sensitive Areas - Table 2-8 Summary of Best Management Practices, Tools, Techniques and Strategies represents that a BMP for a suburban landscape includes the “septic elimination through the connection to public sewer and innovative nutrient reduction technology”.

RECOMMENDATION:
Based upon the information presented above, Planning & Zoning makes a favorable recommendation to the County Commissioners for the request to amend the 2011 Comprehensive Water and Sewerage Plan which would allow the subject property to be designated S-2 and connect to public sewer.
On a motion made by Commissioner Moran, seconded by Commissioner S. Wilson, the Board unanimously agreed to execute the 2019 Annual MDOT Transportation Priority Letter to Secretary Pete Rahn. As part of the motion, a discussion was held between Commissioners Moran and J. Wilson on this topic.

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2011 CWSP AMENDMENT 11-13 – DECISION:

Mr. Alan Quimby, Chief Sanitary Engineer, submitted to the Board for their review and approval, 2011 Comprehensive Water and Sewerage Plan (CWSP), Amendment 11-13.

A public hearing was held on Tuesday, February 26, 2019, to discuss the following project. We are not aware of any additional public comment to date. The Board reviewed a memo from Mike Wisnosky in reference to his attendance at the Bay City HOA meeting held on March 11.

From the advertisement:

PONCHOK PROPERTY—The property is an existing vacant lot of record located at 900 Broad Creek Drive within the Bay City subdivision in Stevensville. It is shown on lax Map 56 as Parcel 196 and is approximately 3 acres’ in size. The property is zoned Neighborhood Conservation 20,000 ft² minimum (NC-20). The proposal is to subdivide the property into as many as 6 residential lots. The amendment request is to upgrade the sewer service designation from S-3 to S-2 (which equates to immediate service). Flows from the use are anticipated to be approximately 1500 gpd. Sewer service will be provided via the existing Collection Station ‘R’

A motion made by Commissioner Moran, seconded by Commissioner S. Wilson, failed with Commissioners Corchiarino, Dumenil and J. Wilson opposing, to approve the sewer service map upgrade for the Ponchock Property from S-3 to S-2.

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<tr>
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March 26, 2019
MEMORANDUM

Date: June 25, 2019

To: County Commissioners

From: Dave MacGlashan

Subject: Historic Christ Church Discharge Property Overview

On Tuesday, April 22nd a Request for Proposal (RFP) was issued for the discharge of Historic Christ Church. The RFP was advertised on the County’s Website under ‘bid opportunities’ and as well on multiple County Facebook pages. Proposals were due by 2:00 p.m. Friday, May 31st. The April RFP is attached for your reference.

Five proposals were received and are listed below. Each complete submission is attached for review.

1. Diana Kuhn, Third Wave Tea & Coffee bar
   o Monetary consideration $25,000
   o Turn rectory into B&B and add to/under MHT Easement Financial means and business experience
   o States for immediate future Shine Like Stars daycare would stay

2. Nicholas & Nichole Neboshynsky
   o Monetary consideration $1.00
   o Great experience in rehabbing and maintaining old historic buildings
   o Good use intentions
   o States would keep Shine Like Stars daycare

3. Friends of Historic Christ Church, Nancy Cook
   o History / historic preservation in mind
   o Good intended uses
   o Many members with different ideas

4. Jeanne Noble
   o Monetary consideration $30,000
   o Financial Means
   o Proposal is vague in detail regarding intended use

5. Children’s Center for Learning Arts, Meredith Braden / Diane Ryan ‘Shine Like Stars Daycare’
   o The building may be limited in use (i.e. only daycare)
The next step would be to: 1) accept one of the proposals or 2) reject all of the proposals or 3) interview some or all of the respondents to engage them concerning their plans in greater detail.

If/when a proposal is accepted, it would then need to be advertised in a local paper for three successive weeks giving the terms and the compensation to be received. At the conclusion of the advertisement period, the County may commence with the formal transfer of the property to the selected respondent.

**Alternative Recommended Motions:**

1. **I move to accept the proposal from ______________________ for the acquisition of the Historic Christ Church Property and begin the formal advertisement proceedings to discharge this surplus property.**

   **Or**

2. **I move to Reject all of the above proposals for the discharge of the Historic Christ Church Property.**

   **Or**

3. **I move to establish a subcommittee to hold interviews with each respondent and have this subcommittee report back to the Board with a recommendation of award for the discharge of the Historic Christ Church property.**
April 23, 2019

Property for Sale

Historic Christ Church
121 East Main Street – Stevensville, Maryland 21666
Tax Map 56, Parcel 186
1.20 Acres (+/-)

The County Commissioners of Queen Anne's County, Maryland (the “County”) is accepting proposals for the purchase of the property known as Historic Christ Church located at 121 East Main Street, Stevensville, Maryland 21666.

The Property is subject to a certain Deed of Easement and Conditional Security Agreement to the Maryland Historical Trust dated July 25, 2005 and recorded among the aforesaid Land Records in Liber S.M. No. 1452, folio 642, and an unrecorded Curatorship Agreement respecting the portion of the property improved by the Old Christ Church Vestry (i.e. rectory house & detached garage).

Improvements on the property include the church with attached parish hall, rectory house, detached garage, paved driveway and parking, sidewalks and a fenced play area. The property is served by public sewer and private well water. The church and parish hall are heated by oil fired hot water baseboard. The church has a split system central air conditioner and the parish hall has wall unit air conditioners.

The property is split zoned (NC-8 & SHVC) http://www.qac.org/234/Planning-Zoning

There is a discrepancy in land square footage with the state assessment office. The state assessment office has the property listed as 37,299 square feet, while the County's GIS Department has the actual land square footage as approximately 52,272 square feet.

The church and parish hall are in need of structural and cosmetic repair. These include, but are not limited to, repair of church trusses and slate roof, replacement of parish hall doors and windows, repair of exterior trim, painting of church and parish hall exterior and repair and repointing of church chimneys. The Property will be conveyed "As Is", without warranty, express or implied.

The parish hall is currently occupied by a private daycare facility. The daycare has a lease that expires on June 30, 2019. There is no current religious congregation occupying the church. In recent years the church sanctuary has been used for weddings and community events. The church was listed on the National Register of Historic Places in 1979.

Christ Church shall be ultimately released to an entity that in the consideration of the County Commissioners shall be deemed the most socially beneficial and advantageous for the local community and whose usage will be consistent with the land usage.
regulations of Queen Anne's County, the Maryland Historic Trust easement on the
property and any curatorship's which may be in effect. The Church has a significant
historical background and it is the intention and desire to preserve these historic
attributes in the future.

The County Commissioners of Queen Anne's County reserve the right to accept or
reject any or all proposals and to waive any irregularities in any proposal.

Written proposals will be accepted until 2:00 p.m. Friday, May 31, 2019 and can be
delivered to QAC Public Works, Attn: Dave MacGlashan, 312 Safety Drive, Centreville,
Maryland 21617

For more information please email Dave MacGlashan at dmacglashan@qac.org

Please include in your proposal:

1. Property acquisition entity name
2. Detailed outline of your intended use of the property
3. Property operation & maintenance sustainability plan
4. Capital improvements sustainability plan
5. Monetary purchase consideration

Continue scrolling to review:

- History of Historic Christ Church
- Aerial Maps and Property Pictures
- Property Tax Assessment
- Property Deed
- MHT Easement
- Curatorship Agreement
- Rental Lease Agreement for Christ Church Day Care Center
Historic Christ Church

William Claiborne, who came from England by way of Jamestown, Virginia, established a trading settlement in 1631 at Kent Fort, located at the southernmost end of Kent Island. Claiborne was most concerned that a church also be built so the settlers could continue to worship as they did in their homeland where the Church of England was the established church. In 1632, he brought The Reverend Richard James to the Kent Island shore to conduct worship services at Kent Fort. The earliest mention of the “framing of a church” was in 1636, probably at or near Kent Fort, but no location or description of the building exists.

The struggles between Claiborne, an Anglican, and Lord Baltimore, a Roman Catholic, included several naval battles in the Chesapeake and many bloody skirmishes in a conflict between Maryland and Virginia over who would control Kent Island. In 1658, Maryland gained control of the island. In 1692, the Church of England was officially established in the colony and the counties in Maryland were divided into parishes. An annual levy of forty pounds of tobacco was laid upon all taxable (heads of households). Records show that there were 146 taxables on Kent Island paying a total income of 5,840 pounds of tobacco or a value of roughly $1,000 a year in present day money. Thus, tobacco was the funding source for the construction of the island’s first church buildings.

References to a church in 1652 and again in 1712 gave evidence to the existence of Anglican worshippers in the area. Four church buildings, constructed on the same site throughout a period of some two hundred twenty-eight years, were situated at Broad Creek, the Island’s first town and were the predecessors to Historic Christ Church. The existing church was built in 1880 when the town center became Stevensville, named after the original land owners, James and Charles Stevens.

The present church is a fine example of Queen Anne style architecture. The unusual chimney style is known as lancet, a style that dates back to the 13th century. The building contains many wooden pegs rather than nails and some of the bricks used in the foundation were from the earlier churches at Broad Creek.

The Church was listed on the National Register of Historic Places in 1979. Queen Anne’s County purchased the property in July 2003 after recognizing the historical significance of the building since it at one time housed the oldest continuous Episcopal congregation in the United States. That purchase also included the adjacent parsonage which predates the church by forty years and in 1866 was used to house the Chesapeake Female Institution, a day school for young ladies.

The docents for Historic Christ Church are members of The Kent Island Heritage Society, Inc. and restoration efforts are under the auspices of the Queen Anne’s County Department of Parks and Recreation. Grant funding has been obtained from The State of Maryland Board of Public Works, The Maryland Historic Trust, and Preservation Maryland.
Historic Christ Church
121 E. Main Street, Stevensville
Queen Anne's County
MARYLAND
Assessed Acres: 0.08
Calculated Acres: 1.20
Historic Christ Church
121 E. Main Street, Stevensville
Queen Anne's County
MARYLAND
Assessed Acres: 0.08
Calculated Acres: 1.20
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1. This screen allows you to search the Real Property database and display property records.
2. Click here for a glossary of terms.
3. Deleted accounts can only be selected by Property Account Identifier.
4. The following pages are for information purpose only. The data is not to be used for legal reports or documents. While we have confidence in the accuracy of these records, the Department makes no warranties, expressed or implied, regarding the information.
THIS DEED, made this 19th day of ___________ 2003, by and between THE VESTRY OF CHRIST CHURCH PARISH, of Kent Island, a religious corporation of the State of Maryland, party of the first part, hereinafter Grantor; and THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, party of the second part, hereinafter Grantee.

WITNESSETH, that for and in consideration of the sum of THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($375,000.00), the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the party of the second part, its successors and/or assigns, in fee simple, all of the right, title and interest of the Grantor in and to the following described real estate, to wit:

ALL those lots or parcels of land situate, lying and being in Stevensville, Fourth Election District, Queen Anne's county, Maryland and being more particularly described as follows:

PARCEL NO. 1

0.262 acres, more or less

BEGINNING for the same at an iron rod located along the northeasternmost side of Maryland Route 18, a forty foot wide right-of-way at the intersection of the division line between the herein described lands of the Vestry of Christ Church Parish (see CWC 122/243) and the lands now or formerly of Country Store Partnership (See MWM 287/575);

THENCE leaving said beginning point so fixed and binding on the aforesaid division line;

1) North 47 degrees 46" East 130.97 feet to an iron pipe located at the southernmost corner of lands now or formerly of Eisinger Associates Limited Partnership et al. (see MWM 269/355);

THENCE leaving said lands of Country Store Partnership and binding on the southeasternmost outline of the aforesaid lands of Eisinger Associates Limited Partnership, et al.;

2) North 47 degrees 35" East 61.19 feet to an iron pipe located along the southwesternmost outline of the lands now or formerly of George O. Dashiell, Jr. (see CWC 31/347);

THENCE leaving the lands of Eisinger Associates Limited Partnership, et al. and binding on the portion of the southwesternmost outline of the aforesaid Dashiell land;

3) South 43 degrees 51" East 57.13 feet to an iron rod;
THENCE leaving the Dashiell lands and binding on the division line between the herein described lands of the Vestry of Christ Church Parish and other lands of the Vestry of Christ Church Parish;

4) South 47 degrees 15' 00" West 202.62 feet to a point located along the northeasternmost side of the aforementioned Maryland Route 18;

THENCE binding on the aforesaid roadside;

5) North 33 degrees 20' 23" West 59.33 feet to the place of beginning, containing in all 0.262 acres of land, more or less.

**PARCEL NO. 2**

1.026 acres of land, more or less

BEGINNING for the same at the concrete monument located along the northeasternmost side of Maryland Route 18 a forty foot (40') wide right-of-way at the intersection of the division line between lands now or formerly of George C. Cook et ux. (see CWC 8/265) and the herein described lands of Vestry of Christ Church Parish;

THENCE leaving said beginning point so fixed and binding on the northeasternmost side of Maryland Route 18;

1) North 33 degrees 20' 23" West 196.49 feet to a point located at the southernmost corner of other lands of the Vestry of Christ Church Parish (see CWC 122/243);

THENCE leaving Maryland Route 18 and binding on the southeasternmost outline of the aforesaid lands of the Vestry of Christ Church Parish;

2) North 47 degrees 15' 00" East 202.62 feet to an iron rod located along the southernmost outline of lands now or formerly of George O. Dashiell, Jr. (see CWC 31/347);

THENCE leaving the lands of the Vestry of Christ Church Parish and binding on the southernmost outline of the aforesaid Dashiell lands to the following courses and distances;

3) North 47 degrees 15' 00" East 28.83 feet to a concrete monument;

4) South 55 degrees 44' 50" East 61.36 feet to an iron rod
located at the southwesternmost corner of still other lands of the Vestry of Christ Church Parish (see CWC 125/410);

7) South 55 degrees 44' 50" East 86.97 feet to an iron rod located along the westernmost outline of the lands now or formerly of Lot 5 of Chesapeake Court Subdivision (see Plat Book S.M. 22/80);

7) THENCE leaving the lands of the Vestry of Christ Church Parish and binding on a portion of the westernmost outline of the aforementioned lands of George C. Cook, et ux.;

6) South 37 degrees 49' 13" West 301.00 feet to the place of beginning 1.026 acres of land more or less.

The above described two (2) parcels of land contain in aggregate an area of 1.288 acres, more or less, as described by McCrone, Inc. in June, 2003, pursuant to a survey prepared by McCrone, Inc., Registered Professional Engineers and Land Surveyors, in October of 1990.

BEING the same and all the land which was granted and conveyed unto the Grantor by deed (i) from Indiana Blunt dated September 17, 1838 and recorded in Liber J.T. No. 2, folio 416 among the Land Record Books for Queen Anne's County, Maryland; and (ii) from William R. Eaton, Personal Representative of the Estate of Helen Genevieve Long, dated June 25, 1977 and recorded in Liber C.W.C. No. 122, folio 243 among the Land Records aforesaid.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the Grantee, its successors and/or assigns, in fee simple, forever.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that it will warrant specially the property granted and that it will execute such further assurances of the land as may be requisite.
WITNESS the hand and seal of the said Grantor.

ATTEST:

THE VESTRY OF CHRIST CHURCH PARISH, of Kent Island

Barbara A. Willey
By: Thelma Smullen, Rector (SEAL)

Barbara A. Willey
By: Judy Griffith, Senior Warden (SEAL)

Barbara A. Willey
By: John Rearnew, Junior Warden (SEAL)

Barbara A. Willey
By: Carol McCleskey, Treasurer (SEAL)

Barbara A. Willey
By: Lee Thompson (SEAL)

Barbara A. Willey
By: Dee McCracken (SEAL)

Barbara A. Willey
By: Bob Sanderson (SEAL)

Barbara A. Willey
By: John Brown (SEAL)

Barbara A. Willey
By: Bruce Young (SEAL)

Barbara A. Willey
By: Donald Sutherland (SEAL)

Barbara A. Willey
By: Mike Herold (SEAL)

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

I HEREBY CERTIFY, that on this 14th day of July, 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared THELMA SMULLEN, who acknowledged himself/herself to be the Rector of THE VESTRY OF CHRIST CHURCH PARISH, of Kent Island, and that he/she, as such Rector, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself/herself as Rector; and that as Rector of the Corporation, he/she certifies that this conveyance is not a part of a transaction in which there is a sale, lease, exchange or other transfer of all, or substantially all, of the property and assets of the Corporation.

WITNESS my hand and notarial seal.

CAROL A. GIBBONS
Notary Public
My commission expires: 7-14-2005
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of July, 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JILL GRIFFITH, who acknowledged himself/herself to be the Senior Warden of THE VESTRY OF CHRIST CHURCH PARISH, of Kent Island, and that he/she, as such Senior Warden, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself/herself as Senior Warden; and that as Senior Warden of the Corporation, he/she certifies that this conveyance is not a part of a transaction in which there is a sale, lease, exchange or other transfer of all, or substantially all, of the property and assets of the Corporation.

I WITNESS my hand and notarial seal.

[Notary Public Signature]

My commission expires: July 18, 2005

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

I HEREBY CERTIFY, that on this 14th day of July, 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOHN PEARNOW, who acknowledged himself/herself to be the Junior Warden of THE VESTRY OF CHRIST CHURCH PARISH, of Kent Island, and that he/she, as such Junior Warden, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself/herself as Junior Warden; and that as Junior Warden of the Corporation, he/she certifies that this conveyance is not a part of a transaction in which there is a sale, lease, exchange or other transfer of all, or substantially all, of the property and assets of the Corporation.

I WITNESS my hand and notarial seal.

[Notary Public Signature]

My commission expires: July 18, 2005

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

I HEREBY CERTIFY, that on this 14th day of July, 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared [Vestryman], who acknowledged himself/herself to be a Vestryman of THE VESTRY OF CHRIST CHURCH PARISH, of Kent Island, and that he/she, as such Vestryman, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

I WITNESS my hand and notarial seal.

[Notary Public Signature]

My commission expires: July 18, 2005
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of July 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared LEE THOMPSON, who acknowledged himself/herself to be a Vestryman of THE VESTRY OF CHRIST CHURCH PARISH, of Kent Island, and that he/she, as such Vestryman, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

[Signature]

Notary Public
My commission expires:

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

I HEREBY CERTIFY, that on this 14th day of July 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DEE McCracken, who acknowledged himself/herself to be a Vestryman of THE VESTRY OF CHRIST CHURCH PARISH, of Kent Island, and that he/she, as such Vestryman, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

[Signature]

Notary Public
My commission expires:

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

I HEREBY CERTIFY, that on this 14th day of July 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared BOB SANDERSON, who acknowledged himself/herself to be a Vestryman of THE VESTRY OF CHRIST CHURCH PARISH, of Kent Island, and that he/she, as such Vestryman, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

[Signature]

Notary Public
My commission expires:

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

I HEREBY CERTIFY, that on this 14th day of July 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JEFF GRONDE, who acknowledged himself/herself to be a Vestryman of THE VESTRY OF CHRIST CHURCH PARISH, of Kent Island, and that he/she, as such Vestryman, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

[Signature]

Notary Public
My commission expires:
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of July, 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared BRUCE YOUNG, who acknowledged himself/herself to be a Vestryman of THE VESTRY OF CHRIST CHURCH PARISH, of Kent Island, and that he/she, as such Vestryman, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

My hand and notarial seal.

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

I HEREBY CERTIFY, that on this 14th day of July, 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DONALD SUTHERLAND, who acknowledged himself/herself to be a Vestryman of THE VESTRY OF CHRIST CHURCH PARISH, of Kent Island, and that he/she, as such Vestryman, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

My hand and notarial seal.

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

I HEREBY CERTIFY, that on this 14th day of July, 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MIKE HEROLD, who acknowledged himself/herself to be a Vestryman of THE VESTRY OF CHRIST CHURCH PARISH, of Kent Island, and that he/she, as such Vestryman, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

My hand and notarial seal.

This document was prepared under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Patrick E. Thompson
State of Maryland Land Instrument Intake Sheet

Information provided is for the use of the Clerk's Office, State Investment of Assessments and Transfers and County Finance Officials.

<table>
<thead>
<tr>
<th>Type(s) of Instruments</th>
<th>Deed</th>
<th>Mortgage</th>
<th>Lease</th>
<th>Other</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conveyance Type</td>
<td>Deed of Trust</td>
<td>Improved Sale</td>
<td>Unimproved Sale</td>
<td>Multiple Accounts</td>
<td>Other</td>
</tr>
<tr>
<td>Check Box</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

County Exempt

Consideration and Tax Calculations

- Purchase Price/Consideration: $375,000
- Any New Mortgage: $0
- Balance of Existing Mortgage: $0
- Other: $0
- Full Cash Value: $0
- Recording Charge: $20.00
- Surcharge: $20.00
- State Recoduation Tax: $0
- State Transfer Tax: $0
- County Transfer Tax: $0
- Other: $0
- Other: $0
- County: 04-0097730 & 04-007403

Description of Property

- SDAF requires submission of all applicable information.
- A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3).

- "Christ Church"

- Stevensville, MD

- Description/Am. of Sq/Ft/Acreage Transferred:

- Transferred From: The Vestry of Christ Church Parish
  of Kent Island

- Transferred To: The County Commissioners of<br>Queen Anne's County

- 102 E. Liberty Street, Chestertown, MD 21620

- Other Names to Be Indexed:

- Contact/Mail Information

- Name: Kim Bath
- Firm: Attorneys Title & Escrow Co
- Address: 102 E. Main St., Ste. 202
- Phone: (410) 643-4000

- Assessment Information

- Yes [ ] No [ ] Will the property being conveyed be the grantor's principal residence?
- Yes [ ] No [ ] Does transfer include personal property? If yes, identify:
- Yes [ ] No [ ] Was property surveyed? If yes, attach copy of survey or recorded survey report.

- Return to Clerk's Office
- Return Address Requested

- 25
AND CONDITIONAL SECURITY AGREEMENT

THIS DEED OF EASEMENT AND CONDITIONAL SECURITY AGREEMENT, made as of this 26th day of September, 2005 by and between THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, (the "Grantor"), and the MARYLAND HISTORICAL TRUST, an instrumentality of the State of Maryland (the "Grantee").

WHEREAS, Grantee is a body corporate and instrumentality of the State of Maryland created for the purpose generally of preserving and maintaining historic, aesthetic and cultural properties, all as is more particularly provided for by law; and

WHEREAS, the real property as hereinafter described (the "Property") has substantial historic, aesthetic and cultural character and this Deed of Easement and Conditional Security Agreement (this "Agreement") will promote the preservation and maintenance of the Property and its historic, cultural, scenic and aesthetic character; and

WHEREAS, Grantee is possessed with the power and duty to accept, hold and administer this Agreement; and

WHEREAS, Grantee has determined that the easement contained within this Agreement is exclusively for conservation purposes; and

WHEREAS, in accordance with the terms and conditions of a grant agreement between the Grantor and the Grantee dated [Block], 2005, which terms and conditions have been agreed to and accepted by the Grantor, Grantee has approved a grant in the amount of FIFTY THOUSAND DOLLARS ($50,000.00) (the "Grant" or the "FY 2005 Grant"), to be made to the Grantor for the purpose of financing, in part, A/E services, termite control, repairs to steeple tower and other deteriorated framing and foundation areas, and window repair and/or replacement on the Christ Church building in Stevensville, Maryland; and

WHEREAS, a condition of receipt of the Grant is that the Grantor execute this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

In accordance with the terms of the grant agreement referred to above, Grantor hereby agrees that
1. If there is no prior lien on the Property, the Easement (as hereinafter defined) shall be an encumbrance prior to any subsequent lien on the Property. If there are any prior liens on the Property, the Grantor hereby further agrees:

   a. That upon any destruction of the encumbrance of the Easement by the foreclosure of a prior lien, Grantor shall reimburse to Grantee the amount of the Grant or that portion which has been disbursed to Grantor; and

   b. That the Easement shall constitute a lien on the Property in an amount not to exceed the Grant, which shall be enforceable if foreclosure proceedings are ever instituted against the Property by the holder of a lien created prior to the date of this Agreement, but only to the extent that proceeds are available after payment of all expenses incident to such proceedings and the claim of said lienholder; and

   c. The Grantor shall reimburse to Grantee the amount of the Grant or that portion which has been disbursed by Grantee if the Easement is determined by court finding or otherwise not to be legally enforceable by Grantee for any reason.

2. Grantor hereby grants and conveys to Grantee with Special Warranty of Title an easement (the "Easement") in all of that certain lot or parcel of land known as 117-123 East Main Street, Stevensville and also known as the Christ Church property, together with all of the improvements thereon, and appurtenances, rights and interests thereunto belonging, which is situate, lying and being in Queen Anne's County, State of Maryland, and which is more particularly set forth in Exhibit B, attached hereto and incorporated herein.

3. Exhibit A consists of 10 pages and includes as page 1 a schedule (which is recorded with this Agreement) describing the documents, photographs of selected portions of the Property, and other things that are not recorded herewith but are nonetheless as fully and completely incorporated by reference into this Agreement as though recorded herewith. Grantor acknowledges that Exhibit A may be modified and updated upon the conclusion of the restoration of the Property.

4. The terms of the Easement are as follows:

   (A) Duration and Nature of the Easement. The Easement shall be perpetual in duration. The parties agree that it is and shall be considered an easement in gross and as such is inheritable and assignable and runs with the land as an incorporeal property interest in the Property enforceable by Grantee and its successors, transferees and assigns with respect to the Property and against Grantor and Grantor's heirs, successors, transferees and assigns, all of whom are collectively referred to herein as "Grantee" and "Grantor", respectively. The Easement is subject to any and all presently existing valid encumbrances, easements and rights-of-way upon the Property.
(B) Public Access. Grantor shall make the Property open to the public on a minimum of 5 days per year from 10:00 a.m. to 5:00 p.m., or the equivalent of 35 hours a year, and at other times by appointment as may be determined by Grantor.

(C) Maintenance and Administration. Grantor shall keep and maintain the Property, including the Exterior (as hereinafter defined) of the improvements thereon, in good, clean and safe condition. Grantor shall maintain, repair and administer the Property and the Exterior of the improvements thereon in a manner to preserve the historic, aesthetic and cultural character and appearance of the Property and the improvements thereon as shown and described in Exhibit A. The maintenance, repair and administration of the Property and the Exterior of the improvements thereon shall further conform to the requirements of Paragraph D below. This covenant does not require reconstruction of any improvements which are destroyed in whole or in part by casualty loss unless insurance proceeds are available for such purposes.

(D) Changes and Alterations.

(i) Without the express written consent of the Director of the Maryland Historical Trust (the "Director"), Grantor shall not cause, permit or suffer any construction which would alter or change the Property or the Exterior of any improvements thereon as described and depicted in Exhibit A, provided, however, that if damage has resulted to said Exterior from casualty loss, deterioration or wear and tear, then the maintenance, reconstruction, repair, repainting or refinishing to correct the damage shall be permitted without such written permission of the Director, provided that such maintenance, reconstruction, repair, repainting or refinishing is performed in a manner that will not substantially alter the appearance of such improvements upon conclusion of the restoration of the Property.

(ii) The term Exterior means the exterior surfaces of an improvement on the Property including the architectural style, the general design and arrangement, the color, the kind and texture of the building materials and the type and style of all windows, doors, light fixtures, signs and other similar exterior features. The term construction shall include all construction, reconstruction, improvement, enlargement, painting and decorating, alteration, demolition, maintenance or repair of any structure or works.

(iii) Without the express written consent of the Director, no building, structure, or improvement may be constructed or erected on the Property other than those buildings, structures, or improvements which are as of the date of this Agreement located on the Property, as described and depicted in Exhibit A.

(E) Archaeological Resources. Without the express written consent of the Director, Grantor shall not cause, permit or suffer any grading, excavation, plowing over 12 inches in depth, subsoiling, drainage improvement, or other undertaking which would materially disturb the surface or subsurface of the ground. Prior to granting any consent, the Director may
require the Grantor to perform a survey in order to identify and determine the significance of archeological deposits. If subsequently deemed necessary by the Director, the Grantor shall conduct data recovery, excavation, curation, documentation and reporting of the affected deposits, all in a form and substance satisfactory to the Director.

(F) **Inspection.** Grantee shall have the right to enter the Property on reasonable notice to Grantor for the purpose of inspecting the Property to determine whether there is compliance by the Grantor with the terms of this Agreement.

(G) **Breach by Grantor.** Upon any breach of the terms of this Agreement by Grantor, Grantee may, after reasonable notice to Grantor, exercise any or all of the following remedies:

(i) institute suit(s) to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction;

(ii) demand that the Property be restored promptly to the condition required by this Agreement; and

(iii) enter upon the Property, correct any breach, and hold Grantor responsible for the resulting cost.

Grantee’s remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. If Grantor is found to have breached any of Grantor’s obligations under this Agreement, Grantor shall reimburse Grantee for any costs or expenses incurred by Grantee, including court costs and reasonable attorneys’ fees.

(H) **Waiver.** No waiver of any term or condition of this Agreement shall have any force or effect unless it be in writing and approved by the parties hereto. No failure on the part of Grantee to enforce any covenant or provision herein nor the waiver of any right thereunder by Grantee shall discharge or invalidate such covenant or provision, or any other covenant, condition, or provision hereof, or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

(I) **Consent, Disapproval and Appeal.** In any event where the terms of this Agreement require the consent of the Director, such consent shall be requested by notice to the Director and consent shall be deemed to have been given within forty-five (45) days after receipt of notice by the Director unless the Director gives notice to the Grantor of specific reason for disapproval. In any event where the Director gives such notice of disapproval, Grantor may appeal the disapproval to the Board of Trustees of the Maryland Historical Trust for review by it or by such person or agency as may be designated by it to make such review. Appeal shall be made by
notice to the Director given within forty-five (45) days of receipt of notice of disapproval from the Director.

(J) Notice. Any notice required to be given by this Agreement shall be in writing and may be given by certified or registered mail, with postage prepaid and return receipt requested, if to the Grantor, addressed to the Grantor as follows:

Queen Anne’s County Commissioners
107 North Liberty Street
Stevensville, MD 21666

or to the Grantor at such other address as the Grantor may from time to time designate by notice to the Director, or, if to the Grantee or the Director, addressed to the Grantee or Director as follows:

Director
Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032-2023

or to the Grantee or the Director at such other address as the Director may from time to time designate by notice to the Grantee. Any notice given in the foregoing manner shall be deemed to have been given upon receipt thereof, which shall be presumed to be two (2) days after the day notice has been deposited with the United States Post Office.

(K) Construction. The Easement is for the purpose of promoting and shall be construed to promote the purposes of the statutes creating and governing Grantee and of Section 2-118 of the Real Property Article of the Annotated Code of Maryland and to preserve the historic, cultural, scenic and aesthetic character of the Property.

(L) Subsequent Conveyance. Grantor agrees that the restrictions of the Easement will be inserted, verbatim or by express reference, in any subsequent deed or other legal instrument by which the Grantor’s fee simple title to the Property or any other possessory interest in the Property, or any part thereof, is divested or conveyed.

(M) Transfer of Ownership. The Grantor agrees for itself, its personal representatives, heirs, successors, transferees and assigns, to notify the Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is being transferred before or within forty-five (45) days of the time the transfer is consummated.

(N) Conservation Purposes. Grantee agrees that it will hold this Agreement exclusively for conservation purposes, i.e., that it will not transfer this Agreement whether or not for consideration. However, subject to the provisions of any applicable federal law, Grantee may assign or transfer its interest in this Agreement to a governmental unit or organization.
which qualifies at the time of the transfer as an eligible donee of this Agreement under any pertinent provisions of federal law.

(O) Governing Law. This Deed is made in, and shall be governed by, the laws of the State of Maryland.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

WITNESS/ATTEST: GRANTOR: THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY

[Signature]

By: [Signature] (SEAL)
Name: [Name]
Title: [Title]

WITNESS: ACCEPTED BY THE MARYLAND HISTORICAL TRUST

[Signature]

By: [Signature] (SEAL)
Name: [Name]
Title: [Title]

Approved as to form and legal sufficiency this ___ day of ___, 20__.

[Signature]
Assistant Attorney General
STATE OF MARYLAND, CITY/COUNTY, to wit:

I HEREBY CERTIFY, that on this 1 day of May, in the year 2001, before the subscriber, personally appeared [name], who acknowledged that (s)he executed the foregoing instrument for the purposes therein contained as the duly authorized [position] of The County Commissioners of Queen Anne's County.

My Commission Expires: 4-1-06

[Signature]
Notary Public

STATE OF MARYLAND, CITY/COUNTY, to wit:

I HEREBY CERTIFY, that on this 10 day of July, in the year 2009, before the subscriber, personally appeared J. Rodney Little, and acknowledged that he executed the foregoing instrument for the purposes therein contained as the fully authorized Director of the Maryland Historical Trust.

[Signature]
Notary Public

CERTIFICATION

The undersigned hereby certifies that this instrument has been prepared by me or under my supervision, and that I am an attorney admitted to practice before the Court of Appeals of Maryland.

[Signature]
Mark S. Petrauskas
EXHIBIT A
SCHEDULE
Christ Church
117-123 East Main Street, Stevensville, Queen Anne's County

1 OF 10 SCHEDULE
2 OF 10 SITE PLAN
3 OF 10 GENERAL VIEW OF PROPERTY
4 OF 10 FACADE (SOUTHWEST ELEVATION)
5 OF 10 NORTHWEST ELEVATION
6 OF 10 REAR OF THE PROPERTY (EAST OBLIQUE VIEW)
7 OF 10 SOUTH OBLIQUE VIEW
8 OF 10 DETAIL OF BELL TOWER
9 OF 10 CONTACT SHEET PRINTS
10 OF 10 IDENTIFICATION OF CONTACT SHEET PRINTS

CHRIST CHURCH
STEVENSVILLE, QUEEN ANNE'S COUNTY

FRASEMENT EXHIBIT NO. A, PAGE 1 OF 10

SIGNED ORIGINAL ON FILE WITH THE M.H.T.
GRANTOR

GRANTEE

Schedule
SCALE: PREPARED: CGS 1/2005
MARYLAND HISTORICAL TRUST
EXHIBIT B
PROPERTY DESCRIPTION
Christ Church
117-123 East Main Street, Stevensville, Queen Anne's County

Parcel No. 1

0.262 acres, more or less

BEGINNING for the same at an iron rod located along the northeasternmost side of Maryland Route 18, a forty foot (40') wide right-of-way at the intersection of the division line between the herein described lands of the Vestry of Christ Church Parish (see CWC 122/243) and the lands now or formerly of County Store Partnership (See MWM 287/575);

THENCE leaving said beginning point so fixed and binding on the aforesaid division line;

1) North 47 degrees 38' 46" East 130.97 feet to an iron pipe located at the southernmost corner of lands now or formerly of Eisinger Associates Limited Partnership et al. (see MWM 269/355);

THENCE leaving said lands of Country Store Partnership and binding on the southeasternmost outline of the aforesaid lands of Eisinger Associates Limited Partnership, et al.;

2) North 47 degrees 35' 35" East 6119 feet to an iron pipe located along the southwesternmost outline of the lands now or formerly George O. Dashiell, Jr. (see CWC 31/347);

THENCE leaving the lands of Eisinger Associates Limited Partnership, et al. and binding on the portion of the southwesternmost outline of the aforesaid Dashiell land;

3) South 43 degrees 30' 51" East 57.13 feet to an iron rod;

THENCE leaving the Dashiell lands and binding on the division line between the herein described lands of the Vestry of Christ Church Parish and other lands of the Vestry Church Parish;

4) South 47 degrees 15' 00" West 202.62 feet to a point located along the northeasternmost side of the aforementioned Maryland Route 18;

THENCE binding on the aforesaid roadside;

5) North 33 degrees 20' 23" West 59.33 feet to the place of beginning, containing in all 0.262 acres of land, more or less.
Parcel No. 2

1.026 acres of land, more or less

BEGINNING for the same at the concrete monument located along the northeasternmost side of Maryland Route 18 a forty foot (40') wide right-of-way at the intersection of the division line between lands now or formerly of George C. Cook, et ux. (see CWC 8/265) and the herein described lands of Vestry of Christ Church Parish;

THENCE leaving said beginning point so fixed and binding on the northeasternmost side of Maryland Route 18;

1) North 33 degrees 20' 23" West 196.49 feet to a point located at the southermost corner of other lands of the Vestry of Christ Church Parish (see CWC 122/243);

THENCE leaving Maryland Route 18 and binding so the southeasternmost outline of the aforesaid lands of the Vestry of Christ Church Parish;

2) North 47 degrees 00' 00" East 202.62 feet to an iron rod located along the southermost outline of lands now or formerly of George O. Dashiell, Jr. (see CWC 31/347);

THENCE leaving the lands of the Vestry of Christ Church Parish and binding on the southermost outline of the aforesaid Dashiell lands to the following courses and distances;

3) North 47 degrees 15' 00" East 28.83 feet to a concrete monument;

4) South 55 degrees 44' 50" East 61.36 feet to an iron rod located at the southwesternmost corner of still other lands of the Vestry of Christ Church Parish (CWC 125/410);

THENCE leaving the Dashiell lands binding on the southermost outline of the aforesaid lands of the Vestry of Christ Church Parish;

5) South 55 degrees 44' 50" East 86.97 feet to an iron rod located along the westernmost outline of the lands now or formerly of Lot 5 of Chesapeake Court Subdivision (see Plat Book S.M. 22/80);

THENCE leaving the lands of the Vestry of Christ Church Parish and binding on a portion of the westernmost outline of the aforesaid lands of Lot 5 and the westernmost outline of the aforementioned lands of George C. Cook, et ux.;

6) South 37 degrees 49' 13" West 301.00 feet to the place of beginning 1.026 acres of land more or less.
The above described two (2) parcels of land contain in aggregate an area of 1.288 acres, more or less, as described by McCrone, Inc. in June, 2003, pursuant to a survey prepared by McCrone, Inc., Registered Professional Engineers and Land Surveyors, in October of 1990.
CURATORSHIP AGREEMENT

THIS CURATORSHIP AGREEMENT is made this 23 day of August, 2017, by and between THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND (the "County") and GRETTA THORWARTH ("Curator");

Prefatory Statement

The County is the owner of the Christ Church Rectory House located at 123 East Main Street, Stevensville, Maryland 21666 (the "Property").

The Property is in need of restoration and maintenance and the County has sought proposals for a residential curator to restore the premises and maintain the same in exchange for the right to possession of the property for nominal rent.

The County and the Curator has agreed to enter into an Agreement to restore and maintain the Property upon the terms hereinafter set forth.

The foregoing is not merely prefatory but forms a substantive part of this Curatorship Agreement.

NOW THEREFORE, in consideration of the mutual premise, agreements and undertakings hereinafter expressed the parties do contract, covenant and agree, as follows, to wit:

A. Restoration (Phase One). The Curator, at her sole expense and without cost or expense to the County will perform the following work within one (1) year of this Agreement:
   • Splice replacement of the rotted portion of the frame post and damage repair to the interior walls/floor/ceiling lines affected by the collapsing frame member.
   • Removal of soiled carpeting and animal waste from the interior of the structure.
   • Repair of window glazing & panes to the extent to which the original units are salvageable.
   • Repair to extent needed of roofing.
   • Painting of the paintable portions of the house (exterior doors, dormers, carriage house exterior).
   • Landscaping/hardscaping of the front lawn.

B. Restoration (Phase Two). Subject to the successful procurement of grant funds, the Curator shall supervise the second phase of construction to include the following:
• Full restoration to livable status of the interior (ceiling repairs, plumbing, kitchen & bathroom fixture installation, full refinishing as needed of wood floors, paint and interior design to the style of the proper era, etc.)
• Restoration of original style front porch.
• Replacement of siding shakes.
• Replacement of any windows currently installed that are not up to proper historical standards.
• Reinstallation of at least front window shutters.
• Replacement of roofing materials as needed.

In addition, the Curator will apply for and arrange financing for the second phase of the project, choose and supervise the progress and direction of any contractual labor involved and be responsible for the selection and procurement of proper period décor.

C. Use of Property. In exchange for the aforesaid and the other covenants and conditions contained herein, the Curator will be permitted to live in an occupy the property for an annual rent of $1.00 payable on the date of this Agreement and on the same day of each year thereafter.

D. Termination. This Agreement will terminate upon the death of the Curator or upon thirty (30) days written notice from the County that Curator has defaulted in any of the provisions of this Agreement or has otherwise failed to restore and maintain the property as a historic property.

E. Maintenance. Curator shall be responsible for all repairs, major and minor and shall maintain the property in a good, clean and safe condition including any labor or landscaping and shall comply with the provisions of a certain Deed of Easement and Conditional Security Agreement from the County to Maryland Historical Trust recorded in the Land Records of Queen Anne’s County, Maryland in Liber S.M. No. 1452, folio 642 (the “Deed of Easement”). Curator shall maintain, repair and administer the Property and exterior thereof in a manner so as to preserve the historic, aesthetic and cultural character and appearance of the Property. Curator shall abide by all other terms and conditions of the Deed of Easement.

F. Public and County Access. Curator shall make the Property open to the public a minimum of two days a year from 10:00 to 5:00 p.m. or any other times by appointment as may be determined by Curator. The County may access the property upon reasonable advance notice for the purposes of determining compliance with this Agreement.
G. Default. Upon default by Curator in any of the terms and conditions of this Agreement, the County shall give written notice to Curator of the extent and nature of default. If the same is not cured within thirty (30) days from the date of such notice, this Agreement and Curator’s rights hereunder shall terminate without further notice or demand.

H. Use. Curator shall personally reside in the Property during the term of this Agreement. Curator shall have the right and authority to sub-let portions of the Property for residential or commercial purposes, provided all such usage of the Property does not violate the letter of spirit of this Agreement or Curator’s obligations hereunder.

I. Notices. Any notice required hereunder may be given by first class mail, postage prepaid, as follows:

If to County:

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

If to Curator:

Gretta Thorwarth
123 East Main Street
Stevensville, MD 21666

J. Miscellaneous. This Agreement shall be interpreted, construed and enforced under the laws of the State of Maryland. As used herein the plural includes the singular, the singular includes the plural and the use of any gender applies to all genders.
WITNESS the hands and seals of the parties the day and year above written.

ATTEST:

THE COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY

Stephen Wilson

James J. Moran

Jack N. Wilson, Jr.

Robert Charles Buckey

Mark A. Anderson

The County

WITNESS:

David MacGlashan

Gretta Thorwarth

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

I HEREBY CERTIFY, that on this 9th day of September, 2017, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared STEPHEN WILSON, JAMES J. MORAN, JACK N. WILSON, JR., ROBERT CHARLES BUCKEY AND MARK A. ANDERSON, who acknowledged themselves to be the County Commissioners of Queen Anne's County, and being authorized to do so, executed the foregoing for the purposes therein contained and in the capacity as herein stated.

WITNESS my hand and notarial seal.

Notary Public
My Commission Expires:

DAVID H MACGLASHAN
NOTARY PUBLIC
QUEEN ANNES COUNTY
MARYLAND
MY COMMISSION EXPIRES MARCH 23, 2019

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

I HEREBY CERTIFY, that on this 23rd day of August, 2017, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared GRETTA THORWARTH, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the foregoing for the purposes therein contained.

WITNESS my hand and notarial seal.

Notary Public
My Commission Expires:

DAVID H MACGLASHAN
NOTARY PUBLIC
QUEEN ANNES COUNTY
MARYLAND
MY COMMISSION EXPIRES MARCH 23, 2019
LEASE AGREEMENT FOR CHRIST CHURCH DAY CARE CENTER

THIS LEASE AGREEMENT, made this 29th day of MARCH, 2018, by and between THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, hereinafter referred to as "Owner"; and SHINE LIKE STARS PRESCHOOL, LLC, hereinafter referred to as "Lessee".

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE

Description of Leased Premises

All that portion of the premises known as the "Old Christ Church" on Route 8, Stevensville, Maryland shown on the attached diagram as "Leased Premises", together with the outside play area.

SECTION TWO

Term of Lease

The term of this lease shall be for one (1) year and shall commence on the first day of July, 2018 and end on the 30th day of June, 2019. The rent shall be One Thousand Five Hundred Dollars ($1,500.00) per month, payable on the first day of each month.

SECTION THREE

Utilities

Lessee shall be responsible for the payment of utilities, including, but not limited to, heat, electric, and sewer/water service attributable to the Leased Premises.
SECTION FOUR

Use of Leased Premises

Lessee shall use the leased premises exclusively for the purpose a licensed Child Care Center under COMAR Title 13A, Subtitle 16. The hours of operation shall be Monday through Friday from 7:00 a.m. through 6:00 p.m. Alcoholics Anonymous (AA) will be permitted to use the Leased Premises on Thursday evenings from 7:00 p.m. to 10:00 p.m. Alcoholics Anonymous (AA) will be responsible for leaving the leased premises in the same condition as left by the Lessee. Friends of Historic Christ Church (FHCC) will be allowed to conduct events in the Leased Premises on days and times that do not conflict with daycare operations or other events planned by Lessee with written notice at least seven (7) days prior to its intended use and will be responsible for leaving the premises in the same condition as left by the Lessee.

SECTION FIVE

Alterations, Additions and Improvements

The Lessee may not at any time during the lease term make alterations. The Lessee shall accept the Leased Premises in their present "AS IS" condition without any warranty, representation or guarantee whatsoever. Owner shall regularly mulch the playground.

SECTION SIX

Repairs

Owner shall, at all times during this Agreement and at its own cost and expense, timely repair, replace and maintain in a good, safe and substantial condition, all buildings and any improvements, additions, and alterations thereof and shall use all reasonable precaution to
prevent waste, damage or injury to the demised premises. Owner shall keep the premises as well as the lawn around the adjacent premises mowed and trimmed and in a presentable condition. Notwithstanding the provisions of this Section, the Lessee shall not be responsible for ordinary wear and tear of the Leased Premises but shall keep the premises in a clean and presentable manner.

SECTION SEVEN

Licensing and Liability Insurance

A. Licensing - The Lessee shall be required to operate the Child Care Center in accordance with all regulations set by law, including those under COMAR Title 13A, Subtitle 16 ("Licensed Child Care Centers"). All child care centers in Maryland are regulated by the Maryland State Department of Education, Office of Child Care (OCC). Lessee shall fully comply with all such regulations and requirements.

B. During the term of this Agreement and for any further time that the Lessee shall hold the Leased Premises, the Lessee shall obtain and maintain at its expense the following types and amounts of insurance:

(1) Lessee shall keep and maintain a "renters" type insurance policy in effect covering all personal items, equipment, fixtures or other property of the Lessee on the demised premises insured against the loss or damage by fire, with all standard extended coverage that may be available. The insurance shall be in an amount not less than one hundred percent (100%) of the full insurable value of the Lessee's personal property.

(2) Certificate of Liability - Lessee shall keep and maintain liability insurance and shall provide a Certificate of Liability Insurance, listing Queen Anne's County Commissioners as
Certificate Holder. Such insurance shall provide liability coverage in the amount of $1,000,000 (one million dollars) per occurrence.

SECTION EIGHT
Liability of the Owner

The Lessee shall be in exclusive control and possession of the Leased Premises during the times described herein. The Lessee shall indemnify and hold Owner harmless from any claim, damage or cause of action for personal injury, property damage or death arising from the Lessee's operation or utilization of the Leased Premises. Owner shall not be liable to the Lessee for any entry on the premises for Owner's purposes as described herein and Owner shall be entitled to enter upon or over the Leased Premises at any reasonable time for such purposes.

SECTION NINE
Assignment and Sub-license

The Lessee shall not assign any rights or duties under this lease or the Leased Premises or any part thereof, nor allow any other person to occupy the Leased Premises without the prior written consent of Owner. A consent to one assignment, sub-license, or occupation or use by any other person shall not be a consent to any subsequent assignments, sub-license, or occupation or use by another person. Any assignment or sub-licensing without consent shall be void.

SECTION TEN
Breach or Default

The Lessee shall have breached this Agreement and shall be considered in default hereunder if (i) the Lessee files a petition in bankruptcy or insolvency or for reorganization under
any bankruptcy act, or makes an assignment for the benefit of creditors; (2) involuntary proceedings are instituted against the Lessee under any bankruptcy act; (3) the Lessee fails to pay any rent within 15 days of the due date; or (4) the Lessee fails to perform, comply and/or correct any violations the covenants or conditions of this lease within 15 days of a written request to do so.

SECTION ELEVEN
Effect of Default

In the event of any default hereunder, as set forth in Section Ten, the rights of the Owner shall be as follows:

1. Owner shall have the right to cancel and terminate this agreement.

2. Owner may elect, but shall not be obligated, to make any payment required of the Lessee herein or comply with any agreement, term or condition required hereby to be performed by the Lessee, and Owner shall have the right to enter the Leased Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Owner shall not be deemed to waive or release the default of the Lessee or the right of Owner to take any action as may be otherwise permissible hereunder in the case of any default.

3. Owner may re-enter the Leased Premises immediately and remove the property of the Lessee, and store the property in a public warehouse or at a place selected by Owner, at the expense of the Lessee. After re-entry Owner may terminate this Agreement on giving thirty (30) days written notice of termination to the Lessee. On termination Owner may recover from the Lessee all damages proximately resulting from the breach, including the cost of recovering the
Leased Premises, and the worth of the balance of this lease over the reasonable lease value of the premises for the remainder of the leased term, which sum shall be immediately due Owner from the Lessee.

SECTION TWELVE
Quiet Enjoyment

Owner warrants that the Lessee shall be granted peaceable and quiet enjoyment of the Leased Premises free from any eviction or interference by the Owner if the Lessee pays the rent and other charges provided herein, and otherwise fully and punctually perform the terms and conditions imposed on the Lessee.

SECTION THIRTEEN
Representations by Owner

At the commencement of the term the Lessee shall accept the building and improvements and any equipment in their existing condition and state of repair, and the Lessee agrees that no representations, statements or warranties, express or implied, have been made by or on behalf of Owner in respect thereto except as contained in the provisions of this agreement, and Owner shall in no event be liable for any latent defects.

SECTION FOURTEEN
Total Agreement

This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the personal representatives, successors and assigns of both parties.
SECTION FIFTEEN

Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

WITNESS our hands and seals the day and year first above written.

Balance of this page intentionally left blank.
WITNESS our hands and seals the day and year first above written.

ATTEST:

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY

[Signatures and seals]

SHINE LIKE STARS PRESCHOOL, LLC

By: Diane Ryan
Managing Member
CHRIST CHURCH BID PROPOSAL

OUR BID: $25,000

Overview:

To operate a coffee house in the Church and a Bed & Breakfast in the Rectory.

The church would be available for weddings and other events serving the community by advanced reservation.

For the immediate future the lease for the preschool would remain in place for the Parish Hall.

Phase 1: Church and Parish Hall – MHT Easement properties

a. Purchase property – settlement
b. Renew lease with preschool
c. Inspections
d. Apply for permits
e. Address health code requirements to be met for our intended use
f. Address planning and zoning requirements to be met for our intended use
g. Address fire marshal requirements to be met for our intended use
h. Repair windows and doors of parish hall
i. Repair and or replace any damaged and or deficient fixtures in preschool area
j. Clean and paint exterior of parish hall and church within the boundaries of the MHT easement requirements
k. Build a permanent wall between the front side entrance on the southeast side of the parish hall building and the preschool area.
l. Build commercial kitchen and small office in front end of Parish Hall that attaches to the Church.
m. Build out bathrooms to serve the coffee house in the front end of the parish hall
n. Have custom fabricated steel support made and installed for third truss.
o. Replace boiler / heater as per the recent inspection and addendum to the bid package
p. Prepare church for the coffee house
   1. Red carpet removed – hopeful to find hardwood that can be left in its natural state
   2. Remove the pews of the church to a safe and clean alternate location on the property to be used in the future.
   3. Repair holes in the floor – where pews are removed and unsafe floorboards
   4. Clean
   5. Repair windows and doors as needed
   6. Replace lighting
   7. Build a coffee counter
   8. Repaint interior white
   9. Add furniture
q. Convert the gardens against either side of the front of the church to outdoor seating space. We anticipate about fourteen to twenty seats will fit in those areas.
Phase 2: Rectory Building

a. Apply for B & B permit (immediately as it is currently conditional use permitting allowed).
b. Clean out debris from Rectory
c. Have a structural engineer and architect clear the building or advise of repairs needed
d. Perform all work to restore the Rectory to historically accurate (as close as possible) condition and open a Bed & Breakfast.

Add the Rectory building and Garage to the MHT Easement – currently it is not part of the easement.

Phase 3: Parrish Hall – ‘three to five year plan’

a. Have engineer & architect evaluate the building.
b. Undetermined action with the Parish Hall that creates a more suitable building that does not attach to the rear of the church or impair its natural beauty

SPECIAL FEATURES:

1. Display local artists
2. Invite local musicians to perform
3. Public meeting room (by reservation)
4. Weddings (by reservation)
5. Events (by reservation)
6. Participate in local community events

SUSTAINABILITY OF REPAIRS AND MAINTENANCE OF BUILDINGS:

Our business plan substantiates an income that would more than support any cost we would incur to properly maintain all the buildings on the property. We would also apply for grants from the historical societies.

OUR BUSINESS PLAN:

Please see attached.

EVENTS AND PUBLIC ACCESS AND USE:

We invite the public to come and enjoy the Church and Rectory. We envision that the community will get to enjoy these spaces on a regular basis, not only as a patron, but also through our willingness to participate in events that draw local and visiting spectators. We will rent the Church and B&B for weddings, together or only the Church. This will provide the option of a bridal room and groomsmen’s room on the grounds, or rooms for out of town guests.

We also plan to host other events that are open to the public. Local artists will be invited to display their artwork, for sale or just for viewing. This will be handled by an events coordinator who will work with KIFA and other local organizations.
In addition to public events and rental opportunities, the organ room of the church will be set up as a small meeting room and will have media options available. This scheduling will be handled in the store or online. This meeting room will have a small conference table and 8 to 10 chairs. We will tastefully hang curtains in the openings of the walls to block the sound and offer privacy.

Diana Kuhn:

As Managing Partner, I bring to the table 30+ years in a professional capacity, with the last 18 years as a successful business owner in a different industry. I have started 3 successful businesses, some of which span across multiple states. I am confident in our ability as a team to see this through and make it a great success for our community.
COFFEE
- Ristretto
- Espresso
- Americano
- Macchiato
- Latte
- Frappuccino
- Cappuccino
- Vienna
- Con Panna
- Chai
- Mocha
- Irish
- Americano
- Espresso
- Ristretto

TEA
- Chamomile Herbal
- Green Dragon Colonge
- Cinnamon Orange Spice Black
- Pomegranate Muroto Green

SUPELFLAIR
- Special #2
- Special #1
- Romano
- Glace
- Mocha
- Irish
- Con Panna
- Vienna
- Cappuccino
- Frappuccino
- Latte
- Macchiatto
- Americano
- Espresso
- Ristretto
- Blue Lady
Proposal for Acquisition of Historic Christ Church

Respectfully submitted for consideration 5 30 2019

1. Acquisition Entity Name

Nicholas and Nicole Neboshynsky
227 Queen Anne Club Dr, Stevensville, MD
406 Love Point Rd, Stevensville, MD

Intended use of property:

The Neboshynsky’s intended use and goal for the Historic Christ Church is to keep a part of Maryland and Stevensville’s history and character preserved and make it an asset to the community and those around it.

Our entrepreneurial roots have us excited. We have many ideas and uses for the property. The goals for all these uses are to fill voids the community currently experiences. In order to do so some or all the programs below may be implemented depending on a multitude of factors/ideas/situations/county permissions outlined below.

1. Special Event Venue: The unique history, character, location, surrounding open space, and ample parking, make the church an ideal venue for community groups, celebrations, local events, Christmas and Easter services. Planned potential uses: Town or community organization meetings, small weddings and celebrations, business networking events, church groups and support groups, Farmers’ Market, presentations and speaking opportunities, art exhibit/temporary gallery, pop up venues, historical resource center.

2. Ice Cream Parlor: A fun and affordable place for all ages to enjoy a cold treat! Stevensville is missing a good, hand-scooped, small batch ice cream parlor. The Stevensville Historic Village Center specifically mentions that an Ice Cream Parlor would be an ideal business for the SHVC in the zoning documents. With the local sports fields, schools, and shopping traffic this would be the perfect place to offer a scoop or two after an event. Coupled with rich history, interesting architecture, and amazing taste, Tasty Toucan (a registered business) is sure to bring locals to downtown. We are currently in the process of starting an ice cream shop at our neighboring property 406 Love Point Rd point. Pending final details, this is scheduled to open April 2020-2021. Production and service can be co-located.

3. Day Care: Currently a successful day care operates on the property. We intend on letting them continue to occupy space. Their use of the property would be re-evaluated and would not include the use of the church building.
4. Community Activity Center: Create a safe, fun place for people, of all ages, to engage in fun oversized backyard games, weekend outdoor movies, micro golf, and themed nights. A place for the youth to have “something to do” that is not Xbox, YouTube, or PlayStation. Pairing this with the ice cream parlor would support and contribute positively to both ventures. These activities would primarily be based outdoors and are weather dependent. Being outdoors creates more community cohesiveness. Outdoor games are a proven concept used by multiple restaurants, bars, and parks (including some QAC parks) to bring people in and keep them local. Giant sized games are family friendly and encourage comradery. Weekend movies give families and teens a place to hang out in QAC and catch a movie, for a lower cost than traveling to Easton or Annapolis.

5. Startup Office Space: While preserving the historic character of the church, areas of it would be converted to affordable office space for start-up companies. With shared office staff, a conference room, and low rent, this facility would give small businesses an opportunity to start their business and grow. Also known as incubators, shared workspace, or office co-ops; they are a proven benefit to the community. Local offices will bring tax income, hire local workers, and potentially cause residents to move to QAC. As they outgrow the incubator, they can relocate to the business park. There is between 1,500 and 4,500 square feet available for this use. Most office sizes range from a cubicle to 500sf 3-4-person mini suite.

6. Farmers’ Market- If awarded the property we plan to apply for permits to operate a farmers’ market in the parking lot and interior space on a weekly basis during the growing season. The goods sold will be limited to Maryland produced products, keeping in tune with the community feeling. Farmers’ markets increase pedestrian traffic to all the businesses downtown. There is currently one other farmers’ market at the new Christ Church Parish, we will not operate on the same day, and our intent is to offer complimentary products. A portion of all revenue produced by the market will be recirculated back into the community through purchase of left over, or damaged produce, that will be donated to the Living Waters Food bank or other similar organization that serves the under privileged. If the County has a preference to the direction of the donation, we will abide, if it is a similar enterprise (such as a County Foodbank).

All these ideas attract and draw in new people and businesses. These all benefit the County (increased taxes), the community (greater sense of community, belonging, and more reason to stay local and not go to AA County) and the surrounding businesses (increased traffic for walk in business). It will make the area more attractive and known, resulting in higher property value, tax income, and area growth.
Operation and Maintenance Plan:

The process of developing an operation and maintenance plan is quite different for historic structures than for modern structures. Historic structures will require research, testing, physical inspection, specialized knowledge, and unique set of skills to develop a customized plan for maintenance and preservation; while also maintaining its operating ability for modern times. Maintenance needs will also sift and change as systems are updated, problems are fixed, and the building becomes more self-sustaining.

We will assemble a team that includes trades people, historians, building scientists, envelope specialists, and historic renovation specialists who have the specialized knowledge and skills, necessary to work with historic structures, to guide content development for an operation and maintenance plan. We already employee many of these people through Improvement Zone LLC.

With Nicholas (Service Disabled USMC Veteran) and Nicole Neboshynsky as property owners they bring historic property experience, a well-established family-owned and operated home improvement and maintenance company, and a marketing guru that will allow the Church to rise to greatness once again! Nicole and Nicholas have renovated and restored three homes including a 200-year-old New Englander in downtown Rochester NH. They both served on the Goshen Farm preservation society building committee. They participated in aesthetic improvement, and systematic planning for major system updates, lead paint removal, future use, and future renovation. Nicholas has worked on numerous historic properties including replacing the slate roof of the Wentworth Mansion in Portsmouth, New Hampshire. In addition to Nicole and Nicholas’s skill they will enlist the help of a family members who have a strong background in history, research, planning, and engineering. The monetary value of these aspects of knowledge and skill specific to this property are priceless. The cost to hire consultants to complete and oversee the planning, research, improvement, etc. would be in excess of $300,000. We can bring all those skills to the table.

Nicholas, owner of Improvement Zone, has done over one thousand extremely detailed home evaluations for homeowners and buyers. He has also designed and implemented a unique trademarked maintenance plan service for homeowners known as HomePulse. It will not be until after review of the property, and an intended use is finalized, that a detailed, multi-phased operation and maintenance plan can be developed.

Nicole and Nicholas will continue to educate themselves on historic maintenance and preservation through specialized courses and association memberships.
Capital Improvements Plan:

In developing a Capital and Improvement and Sustainability Plan we will apply pertinent portions of The Secretary of the Interior’s Standards for Treatment of Historic Properties during the planning stage. We will proceed to use best practices to protect and improve the historic building while allowing its use to become modernized and benefit the community.

Improvement Zone, owned by Nicholas, employees a multi-degree engineer, a history major (Doctorate, less thesis) who loves historic properties and planning their renovation, skilled carpenters, building scientists, envelope specialists, and professional cleaners. We have the resources needed to bring the building back up to acceptable standards, and maintain the building, in keeping with its historic roots.

Improvement Zone successfully maintains several multi-million-dollar properties, as well as many more less expensive properties, and can cover any aspect of repair and maintenance in-house, or through its well-developed relationships with trade partners. We are experienced in recreating historic details. Our company is well known for solving complex problems, in innovative ways, that other companies have failed at completing.

Employing multiple, nationally certified, building science experts we understand how using modern techniques on a historic building can be disastrous, and when it is favorable. We know that Band-Aid repairs can cause problems down the road that are worse than the original problem, that the Band-Aid was “fixing.”

The Repair and Improvement Plan will address previous repairs, needed repairs, interaction between components, interaction of historic techniques and systems with the new systems. We will locate the rainscreen, vapor barrier, envelope, insulation permeability planes, condensation planes, structural components (and their location within/or outside the envelope or interstitial spaces and how proposed changes may affect them.) Buildings are a group of multiple systems; all need to work together to create and maintain a healthy building structure with good indoor air quality. We can assess the flow of bulk water, humidity, and air to find condensation planes, and move them to an appropriate location inside or outside of the envelope. Old buildings are still standing, while 40-year-old buildings are failing, because they breathe differently. Applying the wrong technique to a historic building can be disastrous. We have the skill set and necessary people to ensure a healthy building.
Capital Improvement Sustainability Plan:

We understand that the time and money required to fulfill these ideas is not insignificant. We will use the funds from any of the churches operations monthly income for maintenance, improvements, and management of the property. We will also contribute our personal funds and labor to the project. Improvement Zone will contribute improvement labor to the project and develop and implement the maintenance program. We will also market and run a crowdfunding campaign.

Office Rental- Est. $24,000 per year  
Farmers’ Market- 20 outdoor spaces. 10 indoor spaces. $32,000/year  
Day Care- Currently $18,000 year, Maryland average is $36,000-$56,000 for 3,000sf.  
Venue Usage Fees- $5,000 year  
Ice Cream Parlor Rental- $18.000 year  
Incubation Center Rental- $75,000 year ($65-85 sf. 1500-4500 sf available, 75% office space, 25% common space. Income $73,000-$287,000 year  
Movie Night and Outdoor Games Income- $5,000 year (a small amount, but significant in the community gathering, community awareness, and historic awareness it brings to the table.)  
Movie licensing fees will probably eat most of the income.

(Justification for income levels of office rental: 21666: Average clean warehouse space rents for $15-20/sf NNN, Class B Office average $21 sf NNN. Income level is $140,000 to $244,000 per year ranging over all levels of commercial rental.) This will fund the improvement, maintenance, and management of the property.

Nicholas and Nicole both have excellent credits scores (800+), and healthy personal income, and will be able to obtain a loan for improving the property.
Monetary Purchase Consideration:

The intentions, knowledge, skill and care for the property can’t simply be given a dollar amount. The funds needed to provide the work we are, willing and able, to contribute would cost well over $300,000 to outsource. We will be donating this knowledge, labor, and skill. The cost to rehab the property, and save it are equal, to or more than the value of the land the building sit on. A price cannot be set for the saving of an important piece of history. Historic buildings give character and depth to communities. Communities that have everything razed and new structures erected are sterile, boring, and un-imaginative.

Stevensville has a Historic Village. Demolition of the church will ruin the feeling of historic, special, unique, original, old, quaint, quintessential, and small town. Every small town needs a church in the city center, it is part of America. Let the church return to a community icon that it once was; without religious affiliation, it can be open to everyone to enjoy.

We understand the time, funds, and specialized knowledge required to renovate and restore the church. We intended to preserve the significance of life in the past; all important architectural, and religious details will be left in place. There is no plan to raze the site. We are willing to sign a Notice of Intent that states that we will not raze the Church.

We offer $1 for the purchase of the property. We will sign a letter of intent to abide by the ideas and proposals in this document. We understand this is not the amount that the county purchased the property for in the past. If dollars right now are the most important aspect, then we are not interested. Over the life of the building, you will generate much more income for the County by selling to us. You will also maintain the historic value of SVHC.
About Us

Nicholas Neboshynsky

Education: Rensselaer Polytechnic Institute for Architecture, Management Information Systems, Information Technology, with concentrations in Entrepreneurship, and Finance.


Historic properties renovated:
• 194 N Main St. Rochester NH. Circa 1870
• St. Paul’s Anglican Church in Crownsville. Circa 1865
• Wentworth Mansion- Portsmouth NH Circa 1763
• Bowdoin College Burton-Little Admissions Office. Circa 1901
• Goshen Farm, Annapolis, MD. Circa 1787
• 206 Prince George St, Annapolis. MD. Circa 1850

Has history of slate and copper gutter restoration, including soldering flat copper roofing, bending copper gutters by hand (k-style, not half round.)

Owner and President of Improvement Zone, LLC in operating in MD since 2007
• Family and Disabled Veteran owned, Fully Licensed and Insured
• 4.8 Star average reviews by a third-party survey company.
• NARI Certified Remodeler (~1,000 in USA. total)
• GSA and Medicaid Registered and preferred vendor

Memberships and certifications:
• US Chamber of Commerce
• NARI-Universal Design Certified Professional
• Approved Contractor BGE
• Better Business Bureau
• National Association of the Remodeling Industry (NARI)
• Building Performance Institute-Certified Building Analyst. (National)
• Building Performance Institute-Certified Building Envelope Specialist. (National)
• National Auditor for Home Energy Team (past).
• Test program developer for Dept Of Energy Home Score Program. (past)

Awards and Recognition
• Guild Quality GuildMaster Award 2017
- Top 40 Under 40 – Professional Remodeler magazine
- Quoted by Reuters Money for article on the economy and the effect on the construction industry.

Licenses:
- Maryland Home Improvement Commission #126278
- Lead Renovation Firm – Certificate # NAT-36854-1 (EPA and MD)
- We are a Certified Lead Renovation Firm – Certificate # NAT-36854-1
- BPI Proctor Instructor #5034369
- Has national certifications for building, Lead Paint Restoration, ADA design/build.

Volunteer:
- Building Committee President for Goshen Farm Preservation Society in Annapolis, MD circa 1787
- Developed plan for historic renovations
- Developed safety plan for lead paint removal.
- Developed plans for major system upgrades, safety improvements, facility use, and structural repairs.
- Worked with AA County Historical Preservation staff to develop a plan maintain the character of the building while bringing to modern day health and safety.
- Volunteers time and materials for Rebuilding Together-Baltimore several times annually for the last 10 years, average 40 hours per year volunteer time and over $10,000 in material donations annually

Nicole Neboshynsky
Education
- Sage College of Arts- Marketing
- Endicott College- Interior Design

Founder-Community Garden-Goshen Farm-Annapolis
- Successfully started and ran Goshen Farm Community Garden
- Restored historic fence and installed around garden
- Cultivated new memberships, increased by 400%
- Passed the reins to VP when we relocated to Stevensville. Garden is still thriving under her design.
- Spaghetti Dinner-Arranged for spaghetti dinner using produce and volunteer labor from the Goshen Farm Community Garden.
Plot holders donated tomatoes and herbs that they grew. Plot members made over 30 gallons of fresh spaghetti sauce in the first year, and 40 gallons the second year.

First year fed over 200 community members. The second year over 250 people attended and were fed until they were full.

Arranged with Outback Steakhouse-Annapolis for accompaniments to the dinner.

Creative Service Supervisor at AAMC
- Director of Creative Design at Anne Arundel Medical Center a not-for profit healthcare organization (~$1B+ organization)
- Lead team to create all marketing and communications materials and campaigns to support the organization’s missions and brand
  - Expert in diverse marketing awareness and implementation
  - Member of many subgroups and committees to implement and support organizational improvement goals.
- Expert in marketing and design among various mediums.
  - Can draw customers and members to support the preservation, maintenance, restoration, and management of the building and grounds.
  - Past customers
    - BMW
    - Jaguar
    - Sealey
    - National and Regional Chains

Budget Management
- Manages budgets from multiple companies, and income streams; to multiple properties, activities, and organizations.
- Mother is an accountant for all tax needs.
  - 40+ years accounting history
  - On board of 401-c3 non-profits
  - Understands how to manage money for community projects.
Family support:

Irene Martin: bookkeeping, accounting, taxes
Jane Neboshynsky: Historical research and grant applications.
Walter Neboshynsky: Engineer and Building Scientist, Envelope Specialist, Energy Systems expert
Lara Neboshynsky: Social Media Marketer
To: Dave MacGlashan  
312 Safety Drive  
Centreville, MD 21617

Rom: Nancy M. Cook, Chair  
Friends of Historic Christ Church  
124 Bryce Road  
Queenstown, MD 21658

Re: Acquisition of Historic Christ Church Property  
121 E. Main Street  
Stevensville, MD 21666

Land Records – Liber S.M. No. 1452, Folio 642  
National Register of Historic Places – 1979

Enclosures:  
Bylaws of Friends of Historic Christ Church – 2018  
Articles of Incorporation – 2018  
Business Plan – 2019

Date: May 30, 2019

Proposal Documentation

1. The Friends of Historic Christ Church, an established commission of the Queen Anne’s County Commissioners since 2003, wishes to acquire the aforementioned property under the name of Friends of Historic Christ Church, Inc..

2. The Business Plan, based on the SCORE (Service Corps of Retired Executives) model for small business planning is enclosed and will be a guideline for
   a. proposed activities  
   b. potential grant funding  
      1) Bartus Trew Foundation  
      2) Maryland Historical Trust  
      3) Stories of the Chesapeake  
      4) Preservation Maryland  
   c. property operation and maintenance sustainability  
   d. capital improvements – an immediate campaign for initial maintenance costs will be undertaken

   The prerequisites for grants could not be met due to the brief time allotted for the submittal deadline of the property acquisition proposal.

The Rectory will be renovated as part of a curatorship program but with the goal of preserving the 1868 house with a commercial establishment on the first floor and residential use on the second and third floors.

4. Documentation addressed under numeral 2 above.

5. Friends of Historic Christ Church, Inc. offers from our existing Chesapeake Charities account whatever amount is required to obtain this property.
ARTICLES OF INCORPORATION OF
FRIENDS OF HISTORIC CHRIST CHURCH, INC.
A Nonstock Corporation

THIS IS TO CERTIFY:

FIRST: That I, CHRISTOPHER F. DRUMMOND, whose post office address is 119 Lawyers Row, Centreville, Maryland 21617, being at least eighteen (18) years of age, do hereby form a nonstock corporation under and by virtue of the General Laws of the State of Maryland.

SECOND: The name of the Corporation (which is hereinafter called the "Corporation") is:

FRIENDS OF HISTORIC CHRIST CHURCH, INC.

THIRD: The purposes for which the Corporation is formed are:

(1) To own, operate, and manage the historic Christ Church Building and grounds in Stevensville, Maryland; to educate the public, elected officials, and regulators about the historical significance of the Church, to hold fundraisers, seek grants, and lease the Church and grounds for the purpose of securing funds to maintain the Church and the grounds, including taking all necessary steps and entering into such legal agreements as may be reasonable and necessary to carry out such purposes.

(2) To engage in any other related businesses and any other lawful purposes and/or business.

(3) To do anything permitted by Section 2-103 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time.

FOURTH: Pursuant to Section 5-202, et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time, the Corporation shall have no authority to issue capital stock and shall be a corporation consisting of members whose qualifications, rights, and privileges shall be governed by the Bylaws of the corporation to be adopted at the organizational meeting of the Corporation.

FIFTH: The post office address of the principal office of the Corporation in this State is located at 124 Bryce Road, Queenstown, Maryland 21658. The name and the post office address of the Resident Agent of the Corporation in this State is Christopher F. Drummond, Esq., 119 Lawyers Row, Centreville, Maryland 21617 in Queen Anne's County. Said Resident Agent is a citizen of the State of Maryland and actually resides in Maryland.

SIXTH: The initial number of Directors of the Corporation shall be three (3). The names of the directors of the Corporation are: Nancy Cook, Ernestine Kepley, and Carole Frederick who shall serve until the organizational meeting of the corporation.

SEVENTH: The following provisions are adopted for the purpose of defining, limiting and regulating the powers of the corporation and of the directors and members.
(1) The Board of Directors of the Corporation is hereby empowered to adopt Bylaws regulating the affairs of the Corporation and the qualifications for membership at the organizational meeting of the Corporation. Subsequent to the organizational meeting, the members of the Corporation are hereby empowered to make amendments to the Bylaws as provided therein.

EIGHTH: No contract or other transaction between the Corporation and any other person, corporation or firm, and no act of this Corporation shall in any way be ineffectual or invalidated by the fact that any member, director or officer of the Corporation is pecuniarily interested in such contract or transaction, or is a member, stockholder, director, or member of such other corporation or firm; provided the fact that such interest, office or membership exists shall be disclosed or shall have been known to the Board of Directors, and subsequent to the organizational meeting, the members prior to any vote with respect to such contract or transaction. In the event of such disclosure, a member or director who is so interested, or holds such an office or membership, may be counted in determining the existence of a quorum at the meeting of the Board of Director or members, but may not vote thereat authorizing any such contract or transaction.

NINTH: (1) As used in this Article NINTH, any word or words that are defined in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland (the "Indemnification Section"), as amended from time to time, shall have the same meaning as provided in the Indemnification Section.

(2) The Corporation shall indemnify a present or former member, director or officer of the Corporation in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section.

(3) With respect to any corporate representative other than a present or former member, director or officer, the Corporation may indemnify such corporate representative in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section; provided, however, that to the extent a corporate representative other than a present or former member, director or officer successfully defends on the merits or otherwise any proceeding referred to in subsections (b) or (c) of the Indemnification Section or any claim, issue or matter raised in such proceedings, the Corporation shall not indemnify such corporate representative other than a present member, director, or officer under the Indemnification Section unless and until it shall have been determined and authorized in the specific case by an affirmative vote, at a duly constituted meeting of a majority or all the votes cast by members who were not parties to the proceeding, that indemnification of such corporate representative other than a present or former director or officer is proper in the circumstances.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 16th day of October, 2018 and I acknowledge the same to by my act.

WITNESS:  

Kari French  

Christopher F. Drummond  

(Print Name)  

(SEAL)
# FRIENDS OF HISTORIC CHRIST CHURCH

## BOARD OF DIRECTORS

**SEPTEMBER 2017**

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chair</td>
<td>Nancy M. Cook</td>
<td>124 Bryce Road, Queenstown 21658</td>
<td>410-758-2502</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vice Chair</td>
<td>Ernestine Kepley</td>
<td>103 Chessie Court, Chester 21619</td>
<td>410-924-7656</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Secretary</td>
<td>Carole Frederick</td>
<td>521 Love Point Road, Stevensville 21666</td>
<td>410-643-3776</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>410-739-7445</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:frederickcarole521@gmail.com">frederickcarole521@gmail.com</a></td>
</tr>
<tr>
<td>Treasurer</td>
<td>Linda Kohler</td>
<td>Chesapeake Charities, 101 Log Canoe Circle, Stevensville, 21666</td>
<td>410-643-4020</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td>County-Appointed Liaison</td>
<td>David MacGlashan</td>
<td>Department of Public Works, 312 Safety Drive, Centreville 21617</td>
<td>410-758-0920</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>410-490-9940    (c)</td>
</tr>
</tbody>
</table>
Joan McWilliams
209 Queen Anne Club Dr. 410-643-4693
Stevensville 21666 410-604-0721
mvlittlestudio1 aol.com 410-310-9914

Mike Ranelli
610 Love Point Road 240-678-6047
Stevensville 21666
mikeranelli a gmail.com

James Butera
230 High Thicket Lane
Stevensville 21666 202-285-3382
jbutera@joneswalker.com
jbutera@the - israel nation

The Reverend Mark S. Delcuze
Rector Christ Church Parish
830 Romancoke Road
Stevensville 21666
623 Cloverfields Drive 1-203-240-8884
Stevensville 21666 410-643-3921
fmarkdelcuze g.christchurchkentisland.org
1. NAME AND PURPOSES: The name and purposes of the Corporation are set forth in the attached Articles of Incorporation.

2. PRINCIPAL OFFICE OF THE CORPORATION: The principal office of the Corporation shall be 121 East Main Street, Stevensville, 21666 or as otherwise designated by the Board of Directors.

3. MEMBERS OF THE CORPORATION: The Members of the Board of Directors of the Corporation (hereinafter “Directors”) shall constitute the members of the Corporation.

4. BOARD OF DIRECTORS:

(a) Classes: There shall be only one class of Directors.

(b) Role/Number: The business and affairs of the Corporation shall be governed by a Board of Directors (hereinafter the “Board”) which shall be composed of no more than nine (9) persons and no fewer than five (5) persons.

(c) Composition: The Board shall be composed of persons representing the diversity of the community being served, taking into account race, gender, economic status, age and other factors.

(d) Election/Vacancies: At each annual meeting of the Board, Directors to serve for the ensuing year shall be elected by the existing Directors. Vacancies occurring between annual meetings may be filled for the balance of the term by election by the remaining Directors.

(e) Term: Each Director shall hold office for a term of three years. The initial Directors shall be divided into three (3) approximately equal groups, one-third (1/3) of them to serve for an initial
term of one (1) year, one-third (1/3) to serve for an initial term of two (2) years, and one-third (1/3) to serve for an initial term of three (3) years.

(f) Removal: Any Director may be removed from office, with or without the assignment of any cause, by a vote of the majority of the Directors in office at any meeting of the Board convened in compliance with these by, provided that written notice of the intention to consider removal of such Director has been included in the notice of the meeting. No Director shall be removed without having the opportunity to be heard at such meeting, but no formal hearing procedure need be followed.

(g) Resignation: A Director may resign by submitting a written resignation to the Chairperson or to the other Directors, if the resigning Director is the Chairperson. Failure to attend three (3) consecutive Board meetings without excuse shall constitute a resignation from the Board.

5. BOARD COMPOSITION AND DUTIES:

(a) The Chairperson shall preside at and conduct all meetings of the Board, sign all contracts and agreements in the name of the Corporation after they have been approved by the Board, serve as the representative of the Corporation in meetings and discussions with other organizations and agencies, and otherwise perform all of the duties which are ordinarily the function of the office, or which are assigned by the Board.

(b) The Vice-Chair shall perform the duties of the President if the President is unable to do so or is absent; perform such other tasks as may be assigned by the Board and, at the request of the President, assist in the performance of the duties of the President.

(c) The Secretary shall keep accurate records and minutes of all meetings of the Corporation; make available minutes of the previous meeting and distribute them in advance of each meeting; cause to be delivered all notices of meetings to those persons entitled to vote at such meeting;
and, maintain the minutes and a current listing, with contact information, of the Directors at the office of the Corporation.

(d) The Treasurer shall ensure there is timely and adequate management of financial resources and reporting to enable the Board to monitor the organization’s financial resources. The Treasurer shall advise the Board of any significant financial matters that require action by the Board. If required, the Treasurer shall ensure that the board engages a qualified auditor for an annual examination of the financial statements. The Treasurer shall serve as a member of the Finance Committee and may serve as the Chair of the Finance Committee.

(c) Other Board Members or persons appointed by the Board shall perform such duties as may be specified by the Board.

6. BOARD MEETINGS:

(a) Annual Meeting: The Annual Meeting of the Corporation shall be held at such date and time as is determined by the Board.

(b) Regular Board Meetings: Regular meetings of the Board shall be held at least quarterly and may be scheduled more often by the Chair.

(c) Special Meetings: Special meetings of the Board shall be held at any time and at any place when called by the Chair or by at least three (3) Directors or twenty-five percent (25%) of the Directors, whichever is greater. Business transacted at special meetings shall be confined to the purposes of the meeting stated in the notice of the meeting.

(d) Notice of Meetings: Notice of regular Board meetings, including the annual meeting, shall be in writing and delivered at least 10 days and no more than 30 days before the day of the meeting. Notices of special meetings shall state that it is a special meeting being called and may be given orally or in writing at least 48 hours prior to the meeting time. Written notice of
meetings may be delivered by electronic transmission. Failure of notice to any member shall not invalidate the meeting or any action taken at the meeting.

(e) Executive Session: At any meeting of the Board, where a quorum is present, the Board may, by a majority vote, decide to enter an executive session in which only voting Directors may be present. The decision to enter executive session shall be recorded in the minutes, and actions taken may be recorded in the minutes. Executive session minutes may be kept separately and confidentially, and need not include the discussion, only actions taken.

(f) Quorum: At meetings of the Board, a quorum shall consist of a simple majority or fifty percent (50%) plus one (1) of the Directors then serving, present in person.

(g) Voting: Except as otherwise provided in these bylaws, decisions of the Board shall be by vote of a majority (fifty percent (50%) plus one (1)) of those present assuming a quorum, but not less than one-third (1/3) of the Directors then serving. Each Director shall have one vote. Directors may vote only in person. There shall be no proxy voting.

(h) Telephone and Electronic Participation: Directors may participate in Board meetings and vote on matters discussed therein, by means of a conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other at the same time. Participation by such means shall constitute in person presence of the Director at the meeting.

7. COMMITTEES: The Board may create such committees with such powers as it deems wise to have. However, the Board may not delegate to committees the following powers: the power to amend the bylaws; the power to hire or fire chief executives; the power to amend articles of incorporation; the power to approve dissolution, merger, or transfer of assets of the corporation; and the power to take any action that requires approval of the Board bylaw. Committee minutes
must reflect any action taken by the committee on behalf of the Board, must be shared with the Board, and must become part of the corporate record. The Chairperson may appoint persons to chair and serve on those committees, and may appoint persons who are not Directors of the Corporation to those committees. All such appointments must be approved by the Board either prior to the appointment or be ratified at the next Board meeting.

The following committees may be established by the Board:

(a) Executive Committee. The Executive Committee shall consist of the Chair, Vice-Chair, and the Secretary or Treasurer. The Executive Committee shall develop recommendations with respect to various matters pertaining to the affairs of the Corporation and shall report such recommendations to the Board for action. In instances where special circumstances require expeditious action between meetings of the Board, the Executive Committee shall have the power to take the necessary actions, subject to any prior limitation imposed by the Board. The minutes of the Executive Committee shall include a summary of the circumstances requiring any expeditious action taken by the Executive Committee and the minutes shall be submitted to the Board.

(b) Board Development Committee. The Board Development Committee shall be appointed by the President and approved by the Board. The Board Development Committee shall consist of at least two (2) Directors, one of whom shall serve as Chairperson of the committee. The Board Development Committee shall be responsible for nominating persons to serve as Directors. No person shall serve on the Board Development Committee for more than three (3) consecutive years.

(c) Finance Committee. The Finance Committee shall be responsible for oversight of the financial operations of the Corporation. While serving on the Finance Committee, a member of
the Committee shall not: accept any consulting fee, advisory fee, or other compensation or benefits from the Corporation, or have participated in any other transactions with the Corporation in which he or she has a financial interest within the previous year. The Committee shall be responsible for the following actions:

i. Review, discuss and recommend changes to the proposed annual Corporation budget and submit for approval to the Board of Directors;

ii. Review, discuss and present the financial statements to the Board of the Corporation for approval, at least quarterly;

iii. Oversee the agency audit if required, including appointing the auditor and receiving the auditor’s report directly. The Committee shall recommend and review policy and procedures for: (a) the receipt, retention, and treatment of complaints received by the Corporation regarding accounting, internal accounting controls, or auditing matters; and (b) the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting, auditing or other financial matters. A separate committee or a subcommittee of the Finance Committee may be appointed to oversee the audit.

iv. Periodically review and discuss the quality, quantity, substance and dissemination of financial information provided to the Board of Directors and the Committee, recommending improvements as necessary; and,

v. Monitor the investments of the Corporation and develop and recommend to the Board changes to the Corporation’s investment and endowment policies as appropriate.

(d) Standing Committees. The Chair may establish such standing committees as may be deemed appropriate for the conduct of the business of the corporation. Each committee shall include at least two (2) Directors and may include persons who are not Directors. Members of the Standing Committees shall be appointed by the Chair.

(e) Special Committees. The President of the Corporation or the Board may establish such special committees as they shall determine are necessary for the functioning of the Corporation. Each such committee shall be given a specific charge and term. No special committee shall have a term extending beyond one (1) year unless reappointed. The members of special committees
established by the Board shall be named by the Board. The members of special committees established by the Chairperson shall be named by the Chairperson.

8. APPOINTED OFFICERS AND STAFF:

(a) The Board may appoint a Chief Executive Officer, with a title appropriate to the functions of the officer. Other staff shall be appointed by the Chief Executive Officer with the approval of the Board.

(b) The Board may delegate duties and customary authority to the Chief Executive Officer and staff of the Corporation. The duties and authority delegated shall be memorialized in written job descriptions.

(c) The Chief Executive Officer shall be subject to hire and termination by the Board. Other appointed staff shall be subject to hire and termination by the Chief Executive Officer.

(d) Except when the Board is meeting in executive session, the Chief Executive Officer shall attend and participate in meetings of the Board and of committees as staff to the Board and the committees but shall not be entitled to a vote.

9. CONFLICT OF INTEREST: The board may adopt a conflict of interest policy that covers board members, staff members, and volunteers with significant decision making authority with respect to the resources of the organization. Any conflict of interest policy should identify the types of conduct or transactions that raise conflict of interest concerns, set forth procedures for disclosure of actual or potential conflicts, and should provide for review of individual transactions by the uninvolved Directors. Approval by the disinterested Directors shall be by vote of a majority of Directors in attendance at a meeting at which a quorum is present. An
interested party shall not be counted for purposes of determining whether a quorum is present, nor for purposes of determining what constitutes a majority vote of Directors in attendance. The policy should also require that the minutes of the meeting shall reflect that the conflict disclosure was made, the vote taken and, where applicable, the abstention from voting and participation by the interested party.

10. INDEMNIFICATION: The Corporation shall indemnify its directors and officers to the fullest extent permitted by Maryland and federal law including the payment of related legal expenses.

11. EXONERATION: To the fullest extent permitted by Maryland or federal law, no director or officer of this Corporation shall be personally liable to the Corporation or its members for money damages. Board members shall not be automatically exonerated in the case of intentional misconduct. No amendment of the Articles of Incorporation or repeal of any of its provisions shall limit or eliminate the benefits provided to directors and officers under this provision with respect to any act or omission which occurred prior to such amendment or repeal.

12. INSURANCE: The Board shall evaluate the organization’s needs for insurance coverage as appropriate for its activities including but not limited to general liability insurance, and directors and officers liability insurance.

13. COMPENSATION: The Directors of the Corporation shall serve without compensation. Directors may be reimbursed for expenses reasonably incurred on behalf of the corporation. Nothing in this paragraph is intended to preclude a Director from receiving compensation for his/her service to the Corporation in some other capacity, provided the transaction is consistent
with the organization’s conflict of interest policy.

14. CORPORATE RECORDS: The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors, and all committees, and shall keep at the principal office of the Corporation a record of the names and addresses of the Directors as well as its articles of incorporation, current bylaws, and board approved policies. The corporation shall make available to the public its application to the IRS for tax exempt status, its IRS determination letter, and its most recently filed IRS form 990. All books and records of the Corporation may be inspected by any Director within three (3) business days of written request.

15. SIGNATURE AUTHORITY: All checks, notes, acceptances, and orders for payment of money shall be signed by any individual(s) authorized by the Board as described in the organization’s financial policies. All contracts, leases and deeds of any kind shall be signed by the Chairperson or any other agent of the Corporation designated by the Board.

16. FISCAL YEAR: The fiscal year of the Corporation shall be from January 1st to December 31st.

17. ACTION WITHOUT MEETING: Any action which may be properly taken by the Board assembled in a meeting may also be taken without a meeting, if unanimous consent in writing setting forth the action taken is signed by all of the Directors entitled to vote with respect to the action. Such consent shall have the same force and effect as a vote of the Directors assembled and shall be filed with the minutes.

18. AMENDMENTS: These bylaws may be amended by a simple majority vote of the Directors present and entitled to vote at a meeting at which a quorum is present. Any proposed
amendment(s) must be submitted to the Directors in writing with written notice of the meeting to
decide on the proposed amendment(s) at least ten (10) days prior to the meeting date.

19. NON-DISCRIMINATION: The Corporation shall not discriminate against any person on
the basis of age, sex, race, color, national origin, ethnicity, sexual orientation, gender identity,
disability, or political or religious opinion or affiliation in any of its policies, procedures or
practices.

20. DISSOLUTION: The Corporation may be dissolved by a two-thirds (2/3) vote of the
Directors then serving provided that notice of the proposed dissolution has been submitted to the
Directors in writing with written notice of the meeting date to decide on the proposed dissolution
at least thirty (30) days prior to the meeting date. In the event of dissolution, the Board shall
dispose of all of the net assets of the Corporation exclusively to such organization(s) which are
organized and operated exclusively for charitable or educational purposes as shall at the time
qualify as an exempt organization under section 501(c)(3) of the Internal Revenue Code. Any
remaining assets not disposed of by the Board shall be disposed of by the Court in the
jurisdiction in which the principal office of the Corporation is then located, exclusively for such
purposes or to such organizations.

Adopted by the Board this ___ day of ____________ , 2018

_________________________  Dated
Chair

I, the undersigned, being Secretary of the Corporation, hereby certify that the above is a true,
complete and accurate copy of the Bylaws adopted by the Board.
I. EXECUTIVE SUMMARY

Friends of Historic Christ Church (referred to from hereon in as FHCC) was established to raise revenue to operate 121 E Main Street, Stevensville, Maryland 21666, as a venue for community events and cultural activities.

Business Description
FHCC was formed ca. 07/02/2001 headed by Friends of Historic Christ Church by the Queen Anne’s County Commissioners.

FHCC Board of Directors
Members of the board are appointed by the county commissioners.
Current board members: Nancy Cook, Mark Delcuze, Carole Frederick, Ernestine Kepley, Joan McWilliams, Mike Ranelli
County Liaison: David MacGlashan

Manager - TBA, Volunteer from the FHCC Board and an office exists in the parish hall where business may be conducted.

Business Mission
FHCC will provide all costs of operating the buildings at 121 E. Main Street, Stevensville. Venues will be provided for events such as art shows, flower shows, concerts, weddings, wedding receptions and meeting space for community groups.

New Service
FHCC is prepared to introduce the following service to the market:

Venues for Community Affairs: The historic church will be available for weddings and the parish hall will be available for wedding and other receptions. Caterers will have to be hired for those occasions and the caterer will be responsible for obtaining a liquor license if serving liquor is desired.

The parish hall will be made available for concerts, art and flower shows, concerts, meetings and other community activities as deemed necessary and appropriate.

There have been approximately eight to ten weddings per year even though we were unable to offer a reception area or an area in which the wedding party could convene prior to the wedding.

There are limited meeting spaces in the Stevensville community that are large enough to accommodate an organization such as Alcoholics Anonymous.

There is a need to provide a performance venue for programs such as a coffee house for budding artists and drama presentations.

During Kent Island Day and events sponsored by the Stevensville Arts and Entertainment District there is a need to have programs in a facility such as this. The church can be used for services such as Vespers during these events.
The following is a list of some of the potential users/uses for this venue with estimated usage charges:

<table>
<thead>
<tr>
<th>Estimated Usage Charge</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50.00</td>
<td>Exercise Classes</td>
</tr>
<tr>
<td>$50.00</td>
<td>Yoga</td>
</tr>
<tr>
<td>$50.00</td>
<td>Ballroom Dance Lessons</td>
</tr>
<tr>
<td>$50.00</td>
<td>Dance Schools</td>
</tr>
<tr>
<td>$35.00</td>
<td>Rehearsal Space</td>
</tr>
<tr>
<td>$35.00</td>
<td>Community Association Meetings</td>
</tr>
<tr>
<td>$35.00</td>
<td>Music/Art Instruction</td>
</tr>
<tr>
<td>% of participation fee</td>
<td>Hobby Groups</td>
</tr>
<tr>
<td>% of ticket sales</td>
<td>Theatre Groups</td>
</tr>
<tr>
<td>% of ticket sales</td>
<td>Concerts</td>
</tr>
<tr>
<td>% of ticket sales</td>
<td>Recitals</td>
</tr>
<tr>
<td>$200.00</td>
<td>Dog and Cat Shows</td>
</tr>
<tr>
<td></td>
<td>KIFA/QAC Arts Council Meetings</td>
</tr>
<tr>
<td>$200.00</td>
<td>Special Church Services, i.e. Funerals</td>
</tr>
<tr>
<td>$950.00</td>
<td>Weddings/Rehearsal (Sanctuary only)</td>
</tr>
<tr>
<td>$1,300.00</td>
<td>Weddings/Rehearsal w/ parish hall</td>
</tr>
<tr>
<td>$550.00</td>
<td>Parish Hall Only</td>
</tr>
<tr>
<td>FHCC Fund Raiser</td>
<td>Coffee House</td>
</tr>
<tr>
<td>FHCC Sponsored</td>
<td>Town Meeting</td>
</tr>
<tr>
<td>Charge for clean-up if needed</td>
<td>Recovery Groups</td>
</tr>
<tr>
<td>Charge for clean-up if needed</td>
<td>Girl Scouts</td>
</tr>
<tr>
<td>Charge for clean-up if needed</td>
<td>Boy Scouts</td>
</tr>
</tbody>
</table>

II. BUSINESS SUMMARY

Industry Overview
The primary purpose will be to maintain and offer a venue for community activities.

Research shows that consumers in this industry primarily focus on the following factors when making purchasing decisions:

- This venue will be affordable. The cost to have a wedding and/or reception at this venue will be less than the commercial wedding establishments.
- The church is very quaint and the fire code allows 125 people in the sanctuary.
- The parish hall is large enough for the fire code to allow 108 people for dining and 232 people for meetings.
- For the community activities, the location is central to most living areas.
- Parking is available around the buildings.
- The area surrounding this venue has a very low crime rate.
Business Goals and Objectives

Short Term:
To update the venue for reception use
To advertise the availability of the venue for community events and weddings
To contact previous users to advise of availability of the venue
To hire a manager for the site and scheduling events

Long Term:
To bring in enough revenue to cover maintenance of buildings and utilities
To bring in enough revenue to update the parish hall facilities

Legal Issues
FHCC affirms that its promoters (entities using the venue) have acquired all legally required trademarks and patents and insurances.

III. MARKETING SUMMARY

Target Markets
The Company's major target markets are as follows:

Prospective Brides
Community Organizations and Clubs
Religious Organizations
Wedding Websites
Wedding Magazines
Patrons of the Arts
Theatre and Dance Companies
Musicians

The estimated number of potential clients within the FHCC geographic scope is unlimited.

Pricing Strategy
The organization has completed a thorough analysis of its competitors' pricing. Keeping in mind our competition's pricing and the costs of customer acquisition, we have decided on the following pricing strategy:

A budget will be established based on the estimated costs of maintenance and utilities.
A study of the charges for other venues in the area that would offer the same basic product will allow us to be competitive.
Create a list of events that would be compatible with this venue and estimate charge.

IV. SWOT Analysis (Strengths, Weaknesses, Opportunities, and Threats)

Strengths
The buildings meet ADA requirements as they are very accessible.
There is money in our account to help us get started.
We can also have fundraisers at the facility to help with start-up money.
The Kent Island Garden Club takes care of the plantings and landscaping around the buildings.

Weaknesses
We have not searched for a manager but need someone to be in charge of this operation.
The parish hall still needs to be updated for formal occasions such as receptions.
Opportunities
Weddings are a popular occasion so we anticipate they will continue to need venues.
Some fledgling churches need to rent a place to worship and we can provide that.
This area is in need of activities for families so we can provide some such as a game night.
Middle school aged students need a place for social activities.

Threats
Having enough start-up money
Engaging enough volunteers for children's events
Finding the right person to manage the business.
Lack of awareness that we are open for business

Competition
The primary purpose will be to maintain and offer a venue for community activities.
The cost to have a wedding and/or reception at this venue will be less than the commercial wedding establishments.
The church is very quaint and will hold 120 people.
The location is central to most living areas.
Parking is available around the buildings.
The area surrounding this venue has a very low crime rate.

The level of competition
The Beach Club is equal to a 5 Star Wedding venue. We cannot compete with them for receptions but we can offer them information about the church facility and collaborate as a wedding site for their receptions.
The Kent Island Fire Company Hall is new, very modern but lacks the outside ambience of the Beach Club.
The Library, Elks Club, American Legion, Romancoke Fire Hall, Schools and Churches would be on the same level as our venue.

The primary competitors for the business are the following:
Library (small meeting room) Kent Island Fire Company Hall
Elks Club Chesapeake Bay Environmental Center
American Legion Kent Island Yacht Club
Beach Club Matapeake Club House
Schools Romancoke Fire Hall
Churches Grasonville Community Center

Competitive Advantages:
Our competitive advantage for weddings is the quaintness of our church and with a reception hall attached, the guests would not have to drive anywhere else.
The size of the hall is conducive to small to moderately sized groups. The cost to rent could be much less than the larger halls in the community.
There may be alcoholic beverages served at the venue if the caterer is licensed to do so.

Services
The customer will be provided with thorough explanations of the product sought.
Wedding dates will be scheduled on a first-come, first-served basis.
The manager or designee will be in attendance at all events to assure a smooth operation.
All inquiries will receive a call-back in a timely fashion if a message is left.
arges will be clearly stated on contracted events.
V. FINANCIAL PLAN

We have obtained our Articles of Incorporation and are applying for our 501(c)3 status upon ownership of property. We will sponsor a grand opening with food and music.

Attached we have provided the following financial information:
Estimated charges for various activities (Part I – Executive Summary)

A summary of operating expenses FY 2016 from Queen Anne's County

<table>
<thead>
<tr>
<th>Account Names</th>
<th>FY 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payroll</td>
<td>$2,285.00</td>
</tr>
<tr>
<td>Repairs/Grounds</td>
<td>$6,577.00</td>
</tr>
<tr>
<td>Stock Materials</td>
<td>$113.00</td>
</tr>
<tr>
<td>Benefits</td>
<td>$1,015</td>
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<tr>
<td>Heat</td>
<td>$4,245</td>
</tr>
<tr>
<td>Electric</td>
<td>$2,077</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$1,317</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$17,615</strong></td>
</tr>
</tbody>
</table>

Estimated Expenses for full use of property

<table>
<thead>
<tr>
<th>Account Names</th>
<th>Future</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Expenses</td>
<td>$67,615.00</td>
</tr>
<tr>
<td>Advertising</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Telephone</td>
<td>$600.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$69,215.00</strong></td>
</tr>
</tbody>
</table>

Estimated Revenue

<table>
<thead>
<tr>
<th>Account Names</th>
<th>Future</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weddings</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>Community &amp; Cultural Events</td>
<td>$14,000.00</td>
</tr>
<tr>
<td>Meetings</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Grants</td>
<td>$35,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$70,000.00</strong></td>
</tr>
</tbody>
</table>

The Friends of Historic Christ Church strongly recommends restoring this venue as an arts and cultural center.
6/30/19

To: All Commissions
of Queen Anne's County
Maryland

Concerning:
The purchase of property:
The Christ Church
(swhole plot including rector)
@ 121 Main St.
(Historic Stevensville)
MD, 21666

by:
Mr. & Mrs. James D. Noble

We would like to propose this offer of $30,000.00
Fee simple

Our objective would be to care for and use of this fine and
beautiful Old Church for multiple and varied business use
(Public & Private).
Such as: for Sanctuary meetings and classes, other services (all denominations), Historical Oratory, speeches, small concerts, music, Family movie nites and other gathering purposes.

For the Social Hall:
Office, Art shows, small jams (cooking, Art, History of Art, etc)
Tea Room for locals or travelers, local residents, Holiday Soup Kitchen, etc

Recovery: Property managers, or Guest House, or Artist in Residence, temporary abode for performers (music, plays, etc)

Jeanne I. Noble
(410) 289-0170
4410.604-2224
The County Commissioners of
Queen Anne’s County
c/o AC Public Works
Attn: Dave MacGlashan
312 Safety Drive
Centreville, Maryland 21617

Gentlemen:

The Children’s Center for Learning & Arts, Incorporated, (CCLA) was formed when the County determined continued ownership of Christ Church in Stevensville was not in the best economic interests of its citizens. CCLA’s primary objectives are as follows:

Proposed Uses

1. Enter into a long-term lease for the church hall and related facilities with Shine Like Stars Preschool, LLC, based upon market rent, with inflation protection.

2. Provisions in the lease to assure the availability of before and after care for working families.

3. Attempt to develop a relationship with the Kent Island Federation of Art & Queen Anne’s County Arts Council to display artwork in the sanctuary on a rotating basis.

4. Attempt to develop a relationship with the Queen Anne’s County Historical Society to include the sanctuary as parts of its tours and reference it in the Society’s informational materials.

5. Reach out to Friends of Christ Church to solicit ideas and “hands on” involvement in the preservation and recognition of the facility.

6. Offer the facility to the local and nearby Boards of Education for field trips.

7. Offer the facility for community events such as children’s concerts, Christmas breakfast with Santa, holiday song events, childcare events for parent date nights, science nights for children, etc.
8. Make the sanctuary available for weddings.

Physical Improvements

1. Install energy efficient heat pumps in church and residence.

2. Replace windows and doors where necessary, and secure both buildings from rodents and pests.

3. Replace siding where necessary.

4. Add toilet and sink basin in church hall.

5. Modernize church hall kitchen.

6. Make cost effective cosmetic improvements to both buildings.

7. Create a preschool garden where the harvest will be donated our community members in need. Partner with Kent Island Garden Club to further engage the community.

Monetary Purchase Consideration

Cost of proposed improvements:

1. Total estimated cost for upgrades is estimated at $100,000. This cost includes environmentally friendly improvements and necessary improvements for safety and care of the school. Detailed construction costs and grant funding plans for improvements available upon request.

Conditions of Release

CCLA is requesting conditional release of the building contingent upon the following:

1. Contemporaneous with the execution of a deed from the County to CCLA, proof of the execution of a construction loan agreement with the lender, including proof of escrow disbursement for the above described improvements under lender supervision.

2. Execution of a long-term lease with Shine Like Stars Preschool, LLC to fund repayment of the above described loan.
3. Contact Maryland Historic trust to help with funding for upkeep and preservation of the sanctuary.

We look forward to your response.

Children's Center for Learning & Arts, Incorporated, (CCLA)

Contact: Meredith Braden, President - 410-507-5474 or braden.meredith@gmail.com
Date: June 25, 2019

To: County Commissioners

From: Steve Cohoon, Public Facilities Planner

Re: Baltimore Metropolitan Council (BMC) Agreement
Unified Planning Work Program (UPWP) Contract for FY 2020

As a Member of the Baltimore Metropolitan Council each year we execute a contract relating to our involvement and participation in the work program. In turn, the agreement provides for financial support to the County for our work with the BMC. The BMC will reimburse the County for 80% of the work done by staff working on joint planning projects and studies.

The Unified Planning Work Program includes Queen Anne’s Counties participation in regional transportation planning and modeling, demographic forecasting, bike and pedestrian planning, GIS coordination, transit planning and data sharing.

The total estimated maximum budget relating to joint projects and the work program with the BMC over the next year is $57,050 if the County fully participates in all of the projects outlined in the work program. The BMC will financially support the County’s involvement up to $45,640 which is 80% of the total. The County would provide our 20% match of $11,410 through staff time and participation. If the County does not participate fully in all aspects of the work program the actual amounts will be less but would still be at a rate of 80% BMC and 20% County funding.

Attached is a draft of the document for your review. The document has been sent to the County Attorney for review. BMC will have signed original documents to the County so Commission President may sign them at the June 25, 2019 meeting.

Recommended Motion:

I make a motion that we approve and sign the Unified Planning Work Program Agreement with the Baltimore Metropolitan Council for FY 2020.
AN AGREEMENT
BY AND BETWEEN
BALTIMORE METROPOLITAN COUNCIL
AND
QUEEN ANNE'S COUNTY, MARYLAND

THIS AGREEMENT, entered into this ___ day of June, 2019, by and between the Baltimore Metropolitan Council, a body corporate and politic (hereinafter referred to as "BMC") and Queen Anne’s County, Maryland, a body corporate and politic (hereinafter referred to as "County");

WITNESSETH:

WHEREAS, a Memorandum of Understanding has heretofore been executed by and between the City of Annapolis, Maryland; the Mayor and City Council of Baltimore, Maryland; Anne Arundel County, Maryland; Baltimore County, Maryland; Carroll County, Maryland; Harford County, Maryland; Howard County, Maryland; and Queen Anne County, Maryland; the Maryland Departments of Planning, Transportation and the Environment, and the Maryland Transit Administration; and BMC wherein the parties thereto mutually agree to carry out the Unified Planning Work Program (hereinafter referred to as "Unified Program") in the Baltimore Metropolitan region; and

WHEREAS, the agencies and jurisdictions hereinabove referred to have prepared a Unified Program for Fiscal Year (FY) 2020, including a budget and work program for the continuing Transportation Planning Process and other special studies related to transportation in the County; and

WHEREAS, it is in the public interest to provide financial support for the continuing Transportation Planning Process and other special studies related to transportation in the Baltimore Metropolitan region; and

WHEREAS, the functions and responsibilities of BMC in the performance of work to be rendered pursuant to the above referenced Memorandum of Understanding have been defined in a separate document dated July 1, 2004 entitled “Agreement Between the Maryland Department of Transportation and the Baltimore Metropolitan Council”; and

WHEREAS, BMC wishes to work with the County on projects pertaining to the Baltimore region in conjunction with the Unified Program; and

WHEREAS, the annual budget for the Unified Program includes funding provisions from various federal and state agencies and the County for the support of transportation planning activities to be conducted by the County; and

WHEREAS, this Agreement is intended to define the general responsibilities and functions of the respective parties in the performance of the duties to be undertaken and services to be rendered and to provide for the method of compensation for the performance thereof.
NOW, THEREFORE, THIS AGREEMENT WITNESSETH: that in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I - PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide for financial assistance to the County from BMC, funded through federal and state funds and to set forth the work scopes and activities outlined in the FY 2020 Unified Program that are to be accomplished with said funds.

ARTICLE II - TERMS AND CONDITIONS

A. Unified Planning Work Program Director - BMC Director of Transportation Planning, in accordance with procedures outlined in the July 1, 2004 “Agreement Between the Maryland Department of Transportation and the Baltimore Metropolitan Council”, shall manage the Unified Program and shall monitor and coordinate the performance of the work being conducted by the County.

B. Program Coordinator - The County shall appoint a Program Coordinator who shall be responsible for:

1. The timely completion of program elements and/or tasks; and
2. The preparation and submission of quarterly progress reports by the twentieth (20th) day and quarterly invoices by the thirtieth (30th) day of the month following the end of the quarter to BMC for each project element in which the County is participating. The report shall be made in accordance with the procedures outlined in the Agreement Between the Maryland Department of Transportation and the Baltimore Metropolitan Council.

C. Appointment of Key Personnel - For work carried out under any agreement; the Program Director shall contact the County’s Program Coordinator and request that the County assign the necessary staff to perform the functions of the County for its project elements and/or tasks.

D. Subcontracts - The County may contract with consultants or other subcontractors to provide services under the Unified Program, provided the County complies with all applicable federal, state, and County consultant selection and contract requirements. The County shall submit all such proposed contracts to BMC for review and approval prior to the execution of such contracts.

E. Termination of Agreement - If, through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the County shall violate any of the covenants, articles, or stipulations of this Agreement, BMC shall thereupon have the right to terminate this Agreement by giving thirty (30) days written notice to the County of such termination and the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models,
photographs, and reports prepared by the County shall, at the option of BMC, become the property of BMC, and the County shall be entitled to be reimbursed for actual costs incurred up to and including the day of termination.

F. **Termination for Convenience of BMC or the County** - BMC or the County may terminate this Agreement at any time without cause by providing written notice. The Termination is effective the date such notice is received by the other party. In that event, all finished or unfinished documents and other materials, as described in Sub-Section E above shall, at the option of BMC, become BMC property. The County shall be reimbursed for actual costs incurred up to and including the date of termination.

G. **Quarterly Progress Reports** - The County shall submit quarterly progress reports in support of quarterly invoices, as hereinafter required, in the form and substance as required by the Program Director and specified in the Agreement Between the Maryland Department of Transportation and the Baltimore Metropolitan Council.

H. **Audit and Inspection** - The County shall compile and maintain such records as shall from time to time be required by BMC. The County shall permit the authorized representatives of BMC, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the County relating to its performance under this Agreement. Audits will be conducted in accordance with standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, as well as all applicable revisions and supplements.

I. **Equipment Purchase** - The Program Director must approve all equipment purchased using Unified Program funds. The purchase request should be in writing and include a description and the cost of the equipment. Equipment purchased with federal funds is subject to all appropriate federal regulations, including record keeping for the equipment.

**ARTICLE III - SCOPE OF WORK**

The County shall be responsible for the performance of the work requirements of those parts of the FY 2020 Unified Program that are set forth in Worksheets A through D which are attached hereto and incorporated as part of this Agreement.

The preparation of detailed work programs, Worksheets, and budgets for the above specified projects shall be the responsibility of the Project Coordinator. Before any work is performed by the County staff for any project, the Project Coordinator must: (a) approve the specific and detailed proposed work program, schedule, and budget; and (b) issue a Notice to Proceed.

**ARTICLE IV - COMPENSATION**

A. **Payment for Services** - The estimated total cost for performing the work specified in
Article III of this Agreement is **Fifty-Seven Thousand Fifty Dollars ($57,050)**. BMC will reimburse the County for the actual cost involved in the complete and satisfactory performance of the work up to, but not to exceed, **Forty-Five Thousand Six Hundred Forty Dollars ($45,640)**, all of which will be federal funds. The remaining actual cost of performing these services will be provided by the County. The reimbursable cost and the percent reimbursable for each project shall not exceed the figures shown in Worksheet "A" of this Agreement. BMC will only reimburse the County for actual costs incurred in accordance with Office of Budget and Management Circular A-102. The estimated breakdown of the County's staff participation is listed in Worksheet "B" of this Agreement.

B. **Source of Funds** - Worksheet "A" of this Agreement indicates the sources of funds to be utilized by the County for the performance of the work set forth in Article III of this Agreement, including those funds to be reimbursed by BMC and the minimum funds to be allocated by the County. It is understood that should federal and state agencies either not approve or change the total budget for the Unified Program in the Baltimore region during FY 2020 or should any of the assumed federal or state funds not be available, the maximum limit to be expended for the affected projects and, hence, for the entire Agreement, shall be reduced accordingly and proportionally.

C. **Method of Payment** - The County shall submit invoices to BMC for the costs incurred in completing the work reported. Each project invoice shall be submitted in the form and substance as required by the Program Director. The County shall submit to the Program Director, as part of each project invoice, a summary of the time spent by personnel who worked under this Agreement during the time being reported.

Upon acceptance and approval by BMC of the quarterly progress reports, invoices, and summaries of time spent by County personnel, BMC shall forward the invoice to the Maryland Department of Transportation for reimbursement.

For services approved under the Unified Program for provision by consultants, BMC shall forward the invoice to the Maryland Department of Transportation for reimbursement, only after all work tasks and contract products, as outlined in the consultant contract, are completed, submitted and invoiced.

Upon receipt of reimbursement by BMC, BMC shall reimburse the County for the projects. The reimbursements shall be based on the percent reimbursable as shown in Worksheet "A" of this Agreement. The total reimbursement by BMC to the County for each project shall not exceed the reimbursable cost for each project as shown in Worksheet "A" of this Agreement.

**ARTICLE V - NONDISCRIMINATION**

A. **Equal Employment Opportunity** - The County shall comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of said
Department of Transportation (Title 49, Code of Federal Regulations, Part 21), including the current Federal-Aid Policy Guide, as well as all applicable revisions and supplements.

The County shall comply with the requirements of Section 19-114 of the State Finance and Procurement Article of the Annotated Code of Maryland, any amendments thereto, and any executive order barring discrimination. Further, in accordance with these requirements, as a condition of entering into this Agreement the County represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement article of the Annotated Code of Maryland. As part of such compliance, the County may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the County retaliate against any person for reporting instances of such discrimination. The County shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The County understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the County from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

The County will permit access to its books, records, and accounts by BMC for purposes of investigation to ascertain compliance with this Article.

In the event of the County's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, in whole or in part, by written notice from BMC and the County may be declared ineligible for further agreements with BMC.

The County will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor. The County will take such action with respect to any subcontract or purchase order as BMC may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the County becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by BMC, the County may request BMC to enter into such litigation to protect the interest of BMC.

B. **Disadvantaged Business Enterprise** - The County shall comply with the following "Disadvantaged Business Enterprise" clause stated in the Federal Transit Administration Master Agreement (hereinafter referred to as "FTA Master Agreement"), at Section 12, Part E. In connection with the performance of this contract (the Agreement), the contractor (the County) will cooperate with the project
sponsor (BMC) in meeting their commitments and goals with regard to facilitating participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises (DBEs).

ARTICLE VI - CHANGES

BMC may, at any time by a written order, make changes in the work and services to be performed under this Agreement and within the general scope thereof. If such changes cause an increase or decrease in the cost of performing the work and services under the Agreement or in the time required for its performance, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly.

ARTICLE VII - DURATION OF AGREEMENT CONTINGENT UPON FUNDING

A. **Duration of Agreement** - This Agreement shall be effective as of July 1, 2019 and it shall continue in full force and effect through June 30, 2020 unless otherwise modified or extended by a written agreement executed by all parties, or unless otherwise terminated pursuant to the provisions of Articles II and V hereinaabove set forth.

B. **Contingent Upon Funding** - This Agreement is contingent upon the availability of federal and/or state funds, and in the event funding is not received, this Agreement shall be null and void, and BMC shall be under no obligation on account of this Agreement.

ARTICLE VIII - RESPONSIBILITY FOR COMPLIANCE WITH FEDERAL REQUIREMENTS

In the performance of its obligations under this Agreement, the County, its agents, employees, and assigns shall comply with all federal requirements, including but not limited to, those contained in the FTA Master Agreement and those set forth in the current Federal-aid Policy Guide, as well as all applicable revisions and supplements.

ARTICLE IX – TITLE VI

The County shall comply with all of the requirements imposed by Title VI of the Civil Rights Act of 1964 and with the Regulations of the U.S. Department of Transportation relative to non-discrimination and maximum opportunities for Minority Business Enterprises (MBE) in all activities related to this Agreement. These actions are described in 49 CFR Part 21, “Non-Discrimination in Federally Assisted Programs of the Civil Rights Act of 1964” and Part 23 “Participation by Minority Business Enterprise in Department of Transportation Program.”
ARTICLE X - EXECUTION OF AGREEMENT

This Agreement may be simultaneously executed in several counterparts each of which will be deemed to be an original having identical effect. This Agreement shall be construed to bind the parties hereto in accordance with the Constitution and Laws of the State of Maryland.

It is agreed and understood by all parties hereto that the execution of this Agreement and its effectiveness is contingent upon approval by BMC and the County.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
and year first above written.

WITNESS: QUEEN ANNE COUNTY, MARYLAND

By: James J. Moran, President
    Queen Anne’s County Commissioner

Approved as to form and legal sufficiency:

Signature

Patrick E. Thompson
Printed Name
County Attorney
Title

WITNESS: BALTIMORE METROPOLITAN COUNCIL

By: Michael B. Kelly
    Executive Director
<table>
<thead>
<tr>
<th>PROJECT</th>
<th>TOTAL</th>
<th>REIMBURSABLE AMOUNT</th>
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Reimbursement rate for federal funds is 80%.
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<tr>
<td>UPWP Management</td>
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<td>Preparation of Carroll County portion of Regional TIP</td>
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<td>Demographic Socioeconomic Forecasting</td>
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<tr>
<td>Prepare demographic and census reports.</td>
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<tr>
<td>Prepare Cooperative Forecasts</td>
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<tr>
<td>Provide support for Cooperative Forecasting Program</td>
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<td>Develop or modify land-use holding capacities based on source information and changes in local policies</td>
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<td>Develop new 2010 census statistical geography based on U.S. Census Bureau criteria</td>
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<td>Bicycle and Pedestrian Planning</td>
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<td></td>
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<td>Work on measures to implement items within Bicycle, Pedestrian, &amp; Greenways Plan</td>
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<td>Other studies and other analyses for the regional effort</td>
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<td>GIS Activities</td>
<td></td>
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<td>Coordinate and assist the Baltimore Regional Information Systems Information Committee</td>
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<tr>
<td>with various technical and outreach activities</td>
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<td>Professional Consultant Services</td>
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<td>Consultant services for work activities in the Unified Planning Work Program (UPWP) that requires external support due to complexity or uniqueness of the tasks.</td>
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**SCHEDULE C TOTAL:**  
$57,050.00
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<th>PROJECT/TYPETYPE OF COST</th>
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<th>Bicycle and Pedestrian Planning</th>
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<td><strong>$1,600.00</strong></td>
<td><strong>$37,050.00</strong></td>
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MEMORANDUM

Date: June 25, 2019

To: Sanitary Commission

From: Alan Quimby

Re: Water and Sewerage Allocation Policy
Enforcement of Time Limits & Recapture Provisions

On February 12, 2019, the Sanitary Commission passed the following motion:

"I move that we advise all the project applicants of the Sanitary Commission's intention to recapture the allocations granted due to the projects' failure to achieve the timing milestones set out within the Water and Sewerage Allocation Policy. I further move that each project will be notified via Certified Mail of this impending action and given 60-days to pay the balance due on the allocation fees at current rates and notify them that Ready-to-Serve fees will be initiated following the fourth regularly scheduled quarterly billing following full payment of the allocation fees."

The six projects listed below exceeded all three of the milestones. In total, they are holding 115,930-gpd of sewer allocation (and 39,680-gpd of water allocation). The cost of reimbursement for the deposit would be $422,605 (for water and sewer combined).

<table>
<thead>
<tr>
<th>Project</th>
<th>Check Date</th>
<th>Sewer Amount</th>
<th>Sewer Flow</th>
<th>Water Amount</th>
<th>Water Flow</th>
<th>Conditional Final (2 years)</th>
<th>Execute PWA (3 months)</th>
<th>Begin Construct (6 months)</th>
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<td>The Enclave (Prospect)</td>
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<td>3,500</td>
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<td>Perry's Retreat</td>
<td>3/10/2015</td>
<td>$100,965</td>
<td>31,750</td>
<td>-</td>
<td>0</td>
<td>3/9/2017</td>
<td>6/7/2017</td>
<td>2/2/2018</td>
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</table>

SUM $353,932 $115,930 $68,673 $39,680
Of the six projects in question, one project requested their deposit refunded (RVG Shopping Center) whereas another project paid the allocation fees in full (Penguin Ventures - Commercial Project in Matapeake Professional Park).

The other four projects requested extensions or other considerations as follows (see attached correspondence on these for more detail):

- Mears Point Apartments – Requested “...a 12 month extension to the sewer and water allocation commitment” which “should provide adequate time to finalize the (sic) enter into a PWA, finalize the Site Plan and proceed to construction.”

- Perry’s Retreat Subdivision - Requested “that commitment for sewer (and water as applied for) be extended to December 31, 2019, reserving a right to another request for extension not to exceed six (6) months...”

- The Enclave Subdivision – Requested “...a 12 month extension to the sewer and water allocation commitment, which will allow it sufficient time to obtain final subdivision approval ...”

- Chesterhaven Beach Subdivision – Requested “an extension to the sewer allocation commitment until completion of the Comprehensive Plan update which is anticipated to take approximately 18 months.”

In recognition of the requests, staff offers the following motions for consideration.

Motion 1 – In regard to the existing, expired, allocation commitments made for the four projects known as Mears Point Apartments, Perry’s Retreat Subdivision, The Enclave Subdivision, and the Chesterhaven Beach Subdivision. I move the expired allocation commitment will be renewed provided:

1) the developer acknowledges the previously placed deposit becomes non-refundable,

2) the developer places a second non-refundable deposit equal to 10% of the allocation fees at current rates.

In so doing, the developer is allowed an additional (2) two years from the date of the execution of a Public Works Agreement, which will act to memorialize the above, to begin construction. Alternatively the developer can request a full refund of the existing deposit and may re-request their allocation need at a later date. The developer has 60 days from today in order to make this decision.

Motion 2 – I move to consider revising the current Allocation Policy to make all future deposits on allocation commitments non-refundable. In order to do so, a hearing will be held on July 23 to amend the Comprehensive Water and Sewerage Plan, of which the Allocation Policy is a component.

Motion 3 – I move to table any pending allocation requests until after a decision is made on the proposed Allocation Policy revision.
March 7, 2019

Via Hand Delivery

Queen Anne’s County Commissioners

c/o Todd Mohn, Administrator

107 Liberty Street

Centreville, Maryland 21617

Re: Allocation Commitment Extension Request.

Dear Commissioners,

I represent Mears Point Associates ("Mears") which is the owner of the Mears Point Marina property consisting of approximately 40 acres, zoned Waterfront Village Center (WVC) and located at the terminus of North Kent Narrows in Grasonville (the “Property”). The Property currently contains a full-service marina, marine sales, offices, commercial uses and two restaurants. As you know, on February 9, 2016 the County Commissioners, sitting as the Sanitary Commission, granted 26,424 gallons per day (gpd) of water and sewer allocation (“allocation”) for the redevelopment of Mears Point Marina complex and the creation of 211 apartments in addition to the existing uses, and applicable deposits were paid. The grant of allocation was preceded by Concept Plan approval from the County Planning Commission, months of cooperative design workshops with the Planning Staff as well as two zoning text amendments. The planning and design process to create a true mixed-use development on the Property has been ongoing and continuous since 2013.

Following the grant of allocation, Mears (in partnership with Southern Management Corporation hereinafter “Southern”) proceeded through the County’s Site Plan process receiving “conditional final Site Plan approval” on January 12, 2017. Mears and Southern were working to finalize the Site Plan and proceed to construction when Southern decided to step away from the project due to the untimely passing of its founder, David Hillman. Since that time Mears has been seeking a new entity for the apartment development and construction, and recently entered into an agreement with the Klein Enterprises, a Baltimore region builder of multifamily dwellings.

Mears has been working closely with both the Planning Staff and Planning Commission providing regular updates regarding the status of the project, and introduced the principals of Klein Enterprises to the Planning Commission just a couple of weeks ago at the February meeting.
Furthermore, the Planning Commission has extended the conditional final site plan approval to August 2019.¹

Mears is in receipt of the Commissioner’s February 13, 2019 letter to Southern advising of the potential loss of allocation commitment. Due to the delays in finalizing the project, much of which was the result of the departure of Southern, Mears respectfully request the County Commissioners grant a 12-month extension to the sewer and water allocation commitment. A 12-month extension should provide adequate time to finalize the enter into a PWA, finalize the Site Plan and proceed to construction.

Mears would be happy to meet with you or member of your staff to provide further information regarding the status of the project, and answer any questions you may have. Thank you for your consideration of this request.

Very truly yours,

STEVENS PALMER, LLC

Joseph A. Stevens

cc: Patrick E, Thompson, Esq., County Attorney
Alan Quimby, P.E. Dept. of Public Works
Michael Wisnosky, Planning Director
Marc Meisel, Mears Point Assoc.

¹ It is possible Mears could seek further extension if necessary, or should Klein Enterprises not proceed with the apartment development resulting in Mears finding a new development partner.
April 10, 2019

Alan Quimby
Queen Anne's County Sanitary Commission
107 N. Liberty Street
Centreville, Maryland 21617

Todd Mohn
County Administrator
Queen Anne's County
107 N. Liberty Street
Centreville, Maryland 21617

RE: Perry's Retreat Subdivision, Grasonville, Maryland
Map 58H, Parcel 201 and Map 65, Parcels 4, 45 and 46

Dear Alan and Todd:

I represent Walter Properties, LLC and Elm Street Development who are the owner and developer of the above captioned property.

In February, 2015 sewer allocation was requested and granted for 128 single family homes.

The Planning Commission granted preliminary subdivision approval for 128 lots on March 12, 2013. Conditional final approval was granted on August 13, 2015.

Work on final detailed engineering infrastructure was promptly undertaken by DMS & Associates.

Shortly thereafter the builder, who had contracted with Elm Street to purchase the lots, defaulted due to a change in market conditions locally and regionally.

Walter Properties and Elm Street Development agreed to amend their contract and delay settlement and finalization of subdivision plans.

Elm Street secured a new builder, however they desired to modify the development plan to provide for 156 lots.
A revised Concept Plan for the 156 lots was approved by the Planning Commission on December 14, 2017. Final STAC review was received at the May 30, 2018 meeting.

Shortly thereafter Elm Street, commenced working on final engineering and also contacted their lender to update the financing commitment.

The lender modified the financing commitment which required renegotiation with the property owner and the builder. Those negotiations have been completed and addendums to the contracts have just been executed by all parties.

On March 14, 2019 the Planning Commission granted an extension until August, 2019. DMS has estimated that final engineering work and governmental reviews and approvals will, at a minimum, be six (6) months.

Elm Street intends to immediately request allocation for the 28 additional lots and is prepared to promptly render the requisite deposit for the 28 lots as to sewer and for the 156 lots as to water.

The Planning Commission’s extension to August 2019 is somewhat optimistic and dependent on timely review by administrative agencies. Subsequent to final approval bonds will have to be posted and financing finalized which hopefully can be accomplished by December 31, 2019.

On behalf of my clients, I respectfully request that commitment for sewer (and water as applied for) be extended to December 31, 2019, reserving a right to another request for extension not to exceed six (6) months, provided we have demonstrated substantial progress towards final plat approval and recordation. I personally feel a January 15th to March 15th time frame for final approval, recordation and settlement is realistic.

Elm Street has expended over $750,000.00 on this project, and Walter Properties, LLC has also expended monies towards finalization of this project which includes a commitment to deed over 37 acres to the County, originally envisioned as a site for work force or elderly housing.

Very truly yours,

Michael R. Foster

CC: Walt Thompson, Walter Properties, LLC
Elm Street Development
March 7, 2019

Via Hand Delivery

Queen Anne’s County Commissioners
c/o Todd Mohn, Administrator
107 Liberty Street
Centreville, Maryland 21617

Re: Allocation Commitment Extension Request, Enclave.

Dear Commissioners,

I represent Mallard Construction Group ("Mallard") which is contract purchaser of a 10 acre portion of property located in the Prospect Bay community in Grasonville, Maryland (the "Property"). The Property is zoned Countryside (CS), vacant and adjacent to the Prospect Bay Golf Course. As you know, on September 13, 2010 the County Commissioners, sitting as the Sanitary Commission, granted 3,500 gallons per day (gpd) of water and sewer allocation for the 14-lot residential subdivision on the Property known as the "Enclave", and the applicable deposit were paid. Following the grant of allocation, the Prospect Plantation West HOA ("Prospect") went through the long process of amending its covenants to allow for the development of the Enclave. Following the successful covenant amendment process the Prospect sought a qualified developer to prepare final design of the Enclave, obtain subdivision approval, purchase the Property and proceed to construction.

Due to the downturn in the real estate market and the importance for the Prospect to partner with a developer that understood the community, it was not until 2018 that Prospect entered into a contract with a subsidiary of Mallard to acquire the Property and develop the Enclave. Since entering into contract with Prospect, Mallard has prepared subdivision plans, designed stormwater management and road facilities, and filed all required plans necessary to move through the subdivision process. A STAC meeting was held on February 27, 2019 and the enclosed STAC report suggests that there are no major impediments to subdivision approval. Mallard is now in the process of addressing STAC comments then will seek Preliminary Subdivision approval from the Planning Commission. Following Preliminary Subdivision approval, Mallard will prepare final subdivision plan for staff review, and once complete to staff satisfaction, Mallard will request Final Subdivision approval from the Planning Commission. This process could easily take 6-9 months.
March 7, 2019

Page 2

Mallard is in receipt of the Commissioner's February 13, 2019 letter to Prospect advising of the potential loss of allocation commitment. Mallard recognizes that there were substantial delays in the project proceeding through final approvals as originally anticipated. Nonetheless, Mallard now has the Property under contract and is diligently proceeding through the subdivision approval. As contract purchaser of the Property, Mallard respectfully request the County Commissioners grant a 12-month extension to the sewer and water allocation commitment, which will allow it sufficient time to obtain final subdivision approval of the Enclave, enter into a PWA and pay all allocation fees.

Mallard would be happy to meet with you or member of your staff to provide further information regarding the status of the Enclave and answer any questions you may have. Thank you for your consideration of this request.

Very truly yours,
STEVEN PALMER, LLC

[Signature]
Joseph A. Stevens

cc: Patrick E, Thompson, Esq., County Attorney
    Alan Quimby, P.E. Dept. of Public Works
    Michael Wisnosky, Planning Director
    James DiDonato, Mallard Construction Group
Staff Technical Advisory Committee Combined Staff Report

STAC Meeting Date: Wednesday, February 27, 2019
File Number: SP 16020029 & SUD 19-01-0092
File Name: Enclave at Prospect Bay
Owner/Developer: Prospect Plantation West Homeowner's Association
Contract Purchaser: Enclave Land Group, LLC
Property Address: 300 Prospect Bay Drive
Grasonville, MD 21638

Agent: Tom Davis
DMS & Associates

General Information:
Map/Block/Parcel: 72/4/78
Parcel Size: 70.967 acres
Zoning District: NC-1
Critical Area Designation: N/A
Proposal and Requested Action: Planning Commission Approval for the creation of 14 Fee Simple Duplex Residential Lots

Original Site Plan Submitted: February 6, 2016
1st STAC Review: March 2, 2016
2nd STAC Review: February 27, 2019
Staff Comments:

Environmental Health Department Contact John Nickerson, 410-758-2281:

Comments:
This proposal must be served by public water and public sewer.

Engineering Department (Contact, 410-748-0925) Approval is withheld subject to the comments being addressed; resubmit for engineering review.

Sanitary District Contact Alan Quimby, 410-643-3535

PLAT REVIEW COMMENTS:
1. The proposed 10-foot wide utility easement is not shown on the plat. However, it is unclear of the intent of the easement? The grinder pumps are shown within the easement which may imply the County maintains them which we will not. Please explain.

PLAN REVIEW COMMENTS:

Sheet 10
1. All gravity sewer to be Schedule 40 or DR-21 PVC (global).
2. All pressure sewer mains are to be HDPE DR-11 (global).
3. All water mains to be C-900 or DR-18 PVC (global).
4. There is a blow-off hydrant that is on Lot 16. Label as such and call for its removal.

Sheet 11
1. Profile sewer.
2. Blow-off is shown as water service to Lot 16. Correct and call for removal of blow-off and show water meter connecting to new water main.
3. Call for cap on abandoned 4-inch line.

Sheet 12
1. Title block refers to ‘vacuum sewer’.
2. Profile sewer.

Sheet 13
1. Ditto Sheet 12.
2. Label sewer cleanouts and water meters as ‘end of County maintenance’.
3. Pressure services to be Dr-7.

Sheet 14
1. Use SKI sewer service detail.
2. Use Roads Board patch detail.
3. Delete vacuum sewer vent detail.
4. E-one detail is for duplex pump.
5. Add the following pressure sewer testing notes:
   a. Phase I – Community Mains Only – Expansion
      i. Maintain the specified initial hydrostatic testing pressure for a period of 4 hours, adding make-up water as required to maintain the target pressure of 130 psi.
      ii. Any exposed pipe, fittings, valves, and joints shall be examined carefully during the test. Any damaged or defective pipe, fittings, or valves that are discovered shall be repaired or replaced with sound material and the test shall be repeated. All observed leaks, regardless of the amount, shall be repaired.
   b. Phase 2 – Community Mains Only – Leakage
      i. After successfully maintaining the initial hydrostatic testing pressure for the specified duration of 4 hours, reduce the pressure inside the pipe to the specified 1-hour test phase pressure of 125 psi.
      ii. Continue to monitor the pressure for a period of at least 1 hour without adding make-up water or otherwise attempting to increase the system pressure.
      iii. The pressure in the pipe section shall remain above 120 psi, i.e. within ~5% of 125 psi, for the full 1-hour duration of the Phase 2 leakage test. Pressure readings below 120 psi at any point during Phase 2 of the testing procedure shall constitute a failure of the test.
   c. Phase 3 – Community Mains and Service Connections – Expansion
      i. After successfully passing the Phase 1 and Phase 2 test, service connections can be made on the length of the pipe tested.
      ii. Once all service connections are complete (corporation stop, service line, and curb stop, repeat procedures for the Phase 1 expansion test but at 75 psi.

GENERAL
1. Allocation has been granted and deposit has been made.
2. Need PWA and easement agreement.
3. Need estimate, surety and fee.

RECOMMENDATION: Re-submit for engineering review

Volunteer Fire Department - As of the date of preparation of this report, no comments were received.

Deputy Fire Marshal Contact Jeffrey C. Morgan, 410-758-4500 – ext. 1144
Comments:
1. If a residential single-family home or larger is constructed on the property a fire sprinkler system shall be required. (NFPA 101 and NFPA 13D).
2. Separate plans shall be submitted for each of the above-mentioned systems.
3. A fire department access road shall extend to 50ft of at least one door of any new one- and two-family dwelling. Section 18.2.3.2.1 (NFPA 1). Where a one-or two-family dwelling, or townhouse, is protected with an approved automatic sprinkler system that is installed in accordance with NFPA 13D or NFPA 13R, as applicable, the distance in 18.2.3.2.1 shall be permitted to be increased to 150ft. 18.2.3.2.1.1 (NPA 1).

4. Fire Department Access Roads shall have an unobstructed width of not less than 20ft, and unobstructed vertical clearance of not less than 13 ft 6in. Sections 18.2.3.4.1.1, 18.2.3.4.1.2 (NFPA 1).

5. Fire Department Access Road surface shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. Section 18.2.3.4.2 (NFPA 1).

6. Dead-end fire department access roads in excess of 150 ft in length shall be provided with approved provisions for the fire apparatus to turn around. 18.2.3.4.4 (NFPA 1).

7. Fire hydrants shall be located not more than 12 ft. from the fire department access road. Section 18.5.1.6 (NFPA 1)

8. Fire hydrants shall be provided for detached one-and two-family dwellings in accordance with both of the following: Section 18.5.2 (NFPA 1)
   a. The maximum distance to a fire hydrant from the closest point on the building shall not exceed 600 ft.
   b. The maximum distance between fire hydrants shall not exceed 800 ft.

This permit is Approved subject to the comments being addressed and final field inspections.

A Fire review fee of $100 is requested. Please make your check payable to: Queen Anne’s County Commissioners, forward to: Permit Office 110 Vincit St, Ste. 104 Centreville, MD 21617

Heritage Review Contact Jean Fabi, 410-758-1255:
No Comments

Department of Parks (Contact Nancy Scozzari, 410-758-0835, ext. 2506)

Soil Conservation District Donna Landis-Smith, 443-988-4178:
Comments:
For Site Plan:
On sheet c-1 #9 Note states mom-tidal wetlands do not exist in the area of proposed development. There is non-tidal wetlands.

On Sheet C-# the area of proposed woodland to be cleared in in a Forest Conservation area, how can that be cleared? Lots 13 and 14 plus part of the cul-de-sac shows as non-tidal wetlands, although not designated on the plans.
Mt. Hope Lane LLC is not listed as an adjacent landowner on sheet C-2.

**For Major Subdivision:**
Sheet 3 of 3 does not show non-tidal wetlands. Must have a permit for clearing trees in

**State Highway Administration** Henry Dierker, 410-778-3061
**Comments:**
MDOT SHA has no comments to issue about The Enclave at Prospect Bay Major Subdivision. There does not appear to be any direct impacts to MDOT SHA property.

**Land Use Attorney** Contact Christopher F. Drummond, 410-758-0030:
**Comments:**
No comments presently, though the suggested amendment to the FCA easement will require review.

**911 Addressing** Contact John Shelton, 410-758-1255
**Comments:**
Developer will need to submit a road name for this proposed development.

**Planning Department** Contact Stan Kosick, 410-758-1255:
**Comments:**
**Subdivision Plat Comments:**
1. Change Todd Mohn to Lee Edgar.
2. Add Jeffrey C. Morgan to the Fire Marshal Office Signature Block
3. Add SUB-19-01-0092 to the Planning & Zoning Signature Block
4. Add SUB-19-01-0092 to the title block
5. Note 10 refers to QAC Aerial Photo in 2013. There is a 2016 photo. Is there a difference? Why not use most current?
6. Site Statistics mention Parcel A and Parcel E. What about Parcel H? Should Parcel H be included?

**Site Plan Comments:**
1. Please provide a short narrative about the proposal and how it is intended to fit with the PB community and the County’s comprehensive plan.
2. Note 10 refers to QAC Aerial Photo in 2013. There is a 2016 photo. Is there a difference? Why not use most current?
3. The open space that is required for this proposal is not shown. Where it will be located or per the site statistics, to be reconfigured.
4. Regarding the forest information, it is not clear that the proposed development has been addressed by the past forest plan. Please provide a coy (it may be 11x17 in size) of the approved forest conservation plan that you’ve referenced. We need a new/amended forest plan along with new/amended forest legal documents. Forest
information needs to be revised. Staff calculations come up with 1.3 acres to be planted.

5. Please provide architectural renderings showing the elevations of the proposed units and with that information, the landscaping should reflect how the development will look once planted.

6. Will there be a sign at the entrance? If so, please provide information about signage. Any monument style sign; with or without illumination??

7. Will there be any decorative or otherwise, street lighting?

8. Sidewalk should be extended to intersection with Prospect Bay Road.

9. Sidewalks with rolled or mountable curbs end up becoming extension to the on-street parking thus reducing the sidewalk’s ability to serve its purpose – as the community’s pedestrian access.

10. Landscaping: Staff received no landscaping plans. On-site landscaping requires 4 plan units per acres of required open space or landscape surface area (an impervious calculation should be provided even though impervious has no specific percentage for this kind of proposal).

11. No adjacent zoning district buffer is required. No street buffer is required. Will there be street trees?

12. Public Comment Letter
   a. The original plans by McCrone had the 10,11,12,13,14 pushed back toward Prospect Bay Road. The new plans are in my property line of site which will greatly depreciate the value of my property. No one else will have this view.
   b. I have asked Prospect Bay HOA to redesign the Enclave out of my line of site.
   c. Landscaping & rear view of units. I have found no info.
   d. Prospect Bay Road is dangerous. Will there bank, put speed bumps in, or maybe a light. Needs a study done.
   e. Flood area where will all the water go
   f. Units too close to golf course. One of the best assets of PBCC 1 acre lots, houses are not directly on golf course.
   g. HOA has never presented new plan to the residence of PBCC for approval.
March 22, 2019

Via Hand Delivery

Queen Anne’s County Commissioners
c/o Todd Mohn, County Administrator
107 Liberty Street
Centreville, Maryland 21617

Re: Allocation Commitment Extension Request, Chesterhaven Beach

Dear Commissioners,

I represent Chesterhaven Beach Partnership ("CHB") which is the owner of approximately 96 acres of land located on the north side of Route 50 in Chester, Maryland, immediately east of the Gibson’s Grant community, west of the Kent Narrows and zoned NC-15 (the "Property"). CHB (affiliate entities or individuals) has owned the Property since 1955. CHB is in receipt of the Sanitary Commission letter dated February 13, 2019 regarding the recapture of allocation due to “failure to achieve timing milestones set out within the Water and Sewer Allocation Policy” ("Notice of Allocation Recapture"). Unlike other properties which may be subject to the allocation recapture, the CHB Property contains 178 legal lots of record, is designated S-1 in the Comprehensive Water and Sewer Plan, and has installed a sewer line to the Property. Ultimately, the CHB Property will be developed under the existing lots of record scheme (subject to some reconfiguration) or the preferred approach as part of the Chester growth area following Comprehensive Plan Update.

As set forth in more detail below, CHB has made continuing efforts to obtain development entitlements in terms of both: (1) preservation of the status of 178 existing lots of record and (2) pursuit of inclusion in the Chester/Stevensville growth area. Thus, CHB respectfully request the Sanitary Commission not recapture the commitment for sewer allocation, but, extend the commitment for a reasonable time period as discussed below.

Relevant History Chesterhaven Beach Partnership Property
May 1959 a plat was recorded among the Land Records of Queen Anne's County (TSP No. 48/163) creating 186 lots (“Plat”) on the Property. Exhibit 1.

July 1962 Certificates of Exemption were issued by Planning and Zoning recognizes Plat and lots set forth (TSP No. 67/139) Exhibit 2.

1964 Queen Anne’s County adopts its first Zoning Ordinance depicting the CHB subdivision and zoning the Property R-3 Urban Residential District, with a minimum lot size 8,000. Exhibit 3 and 4 zoning map and R-3 provisions respectively.

April 7, 1987 Queen Anne’s County adopts a new Comprehensive Plan and Zoning Ordinance wherein “Lots of Record” are defined as “Any validly recorded lot that, at the time of its recordation, complied with all appropriate laws, ordinances and regulations.” CHB is zoned NC-15 (15,000 square foot lot size). Exhibit 5

1989 Queen Anne’s County adopts a Critical Area Ordinance designating the CHB Property RCA, but recognizing the existing lots of record status as grandfathered. See QACC 14:1-22(D)

1990 Queen Anne’s County Comprehensive Water and Sewer Plan is updated designating CHB Property as S-2, (sewer service within 1-3 years).

1993 Queen Anne’s County Comprehensive Plan updated and adopted Chester Stevensville Growth Area established.

1996 Queen Anne’s County Water and Sewer Plan updated. CHB designated SI expressly providing “186 lots that would require 46,500 gallons of sewage allocation”. Exhibit 6

July 1, 1997 Chester Community Plan adopted and CHB Property in growth area designated and zoned “Chester Master Planned Development.” Importantly establishing the means by with the grandfathered 186 lot subdivision dating back to 1959 can be redesigned as a “Master Planned” community consistent with modern land planning strategies.

May 21, 2002 Queen Anne’s County Comprehensive Plan Update. CHB is a Growth Area and Priority Funding Area.

October 11, 2005 Queen Anne’s County Department of Planning and Zoning reconfirms CHB lots are “Lots of Record.” Exhibit 7

December 2005 Department of Planning and Zoning approves a Declaration of Administrative Subdivision consolidating 7 CHB lots into one lot. SM No. 1497/744.
July 2005 Sewer allocation granted for one dwelling for administrative subdivision lot created by above. CHB Property remains SI.

The 2007 Chester/Stevensville Plan eliminates most growth areas on Kent Island. (See Chester/Stevensville Community Plan, page 5-5)

The 2010 County Comprehensive Plan Update reaffirmed much of the 2007 Chester/Stevensville planning policies.

December 2010 Queen Anne’s County grants sewer to Lot 1E and 8F in CHB and a Public Works Agreement executed, and CHB constructed a single-family home on the Property. Exhibit 8. Furthermore, CHB has installed rip-rap along much of its shoreline as significant cost.

September 13, 2011 Queen Anne’s County grants sewer allocation for all remaining 178 lots (44,500 gallons) and CHB pays applicable deposit of $124,600. Exhibit 9.

Chesapeake Wildlife Heritage, Inc., et al. files suit to challenging the status of the “grandfathered” lots and to overturn the grant of sewer allocation. The suit is dismissed by Queen Anne’s County Circuit Court. The dismissal is appealed through the Courts of Appeal where the dismissal is ultimately upheld when the Court of Appeals declines to grant certiorari.

**Recent Planning Efforts.**

CHB has long recognized that the Property should be developed as part of a master planned scheme and not through some reconfiguration of the grandfathered lots of record. This is precisely the path recognized by the 1997 Chester Community Plan, and the County’s 2002 Comprehensive Plan. In June 2013 CHB filed a Petition for Amendment to the Queen Anne’s 2010 County Comprehensive Plan and the Chester/ Stevensville Plan seeking to reinstate the Property into the Planning/Growth Area. As I understand it, the Planning Commission heard the request in 2015 and advised CHB that it would not take a piecemeal action to the plans, but instead would consider a request during a 10-year update to the Comprehensive Plan. That update is now underway.

Therefore, CHB respectfully requests the County Commissioners grant an extension to the sewer allocation commitment until completion of the Comprehensive Plan update which is anticipated to take approximately 18 months. Should the CHB Property be included as part of the growth area in the Comprehensive Plan Update, CHB will be pursuing a master planned development consistent with the County’s planned development laws, regulations and policies. In the event the Property is not included in the growth area, CHB will likely pursue development of the existing lots of record. Either way, the sewer allocation committed to the existing lots of record, will be utilized.
Representatives of CHB would be happy to meet with you or members of your staff to provide further information and answer any questions you may have. Thank you for your consideration of this request.

Very truly yours,

STEVENS PALMER, LLC

Joseph A. Stevens

cc: Patrick E, Thompson, Esq., County Attorney, via email
    Alan Quimby, P.E. Dept. of Public Works, via email
    Michael Wisnosky, Planning Director, via email
    Howard Brown, David S. Brown Enterprises, via email
    Barry Griffith, President, Lane Engineering, LLC, via email
Exhibit 3
ARTICLE 10
"R-3" URBAN RESIDENCE DISTRICT

10.00—The following uses shall be permitted, and the following regulations and the applicable regulations contained in other Articles shall apply, in the "R-3" Urban Residence District:

10.10—PRINCIPAL PERMITTED USES.
10.101—Any Principal Use or structure permitted and as regulated in the "R-2" District, except as hereinafter modified.

10.20—CONDITIONAL USES REQUIRING BOARD AUTHORIZATION.
10.201—Any Conditional Use permitted and as regulated in the "R-2" District, except as hereinafter modified.

10.202—Nursery schools and child care centers when located not less than twenty (20) feet from any other lot in any "R" District, provided there is established and maintained in connection therewith a completely fenced and screened play lot of adequate size.

10.203—Community Development Projects containing single-family or two-family dwellings, subject to the provisions of Section 17.07.

10.30—ACCESSORY USES.
10.301—Any accessory use or structure permitted and as regulated in the "R-2" District.

10.302—The keeping of not more than four (4) roomers or boarders by a resident family.

10.40—HEIGHT REGULATIONS. Same as specified in the "R-2" District.

10.50—LOT AREA AND WIDTH, YARD, AND FLOOR AREA REQUIREMENTS. The following minimum requirements shall be observed, subject to the modified requirements in Article 18:

<table>
<thead>
<tr>
<th>Dwellings</th>
<th>Min. Lot Area</th>
<th>Min. Lot Width</th>
<th>Lot Area per Family</th>
<th>Min. Front Yard</th>
<th>Min. Side Yard Width</th>
<th>Min. Rear Yard Width</th>
<th>Min. Sum of Widths</th>
<th>Min. Floor Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>8,000 s.f.²</td>
<td>70 ft.²</td>
<td>8,000 s.f.</td>
<td>35 ft.</td>
<td>10 ft.</td>
<td>30 ft.</td>
<td>40 ft.</td>
<td>800</td>
<td></td>
</tr>
</tbody>
</table>

Local road only. For Major Highway frontage see Section 18.44; for built-up frontage, see Section 18.41.

1Other than essential services as defined in sub-section 3.17.

2Subject to requirements of Section 17.07.

ARTICLE 11
"R-4" APARTMENT DISTRICT

11.00—The following uses shall be permitted, and the following regulations and the applicable regulations contained in other Articles shall apply, in the "R-4" District:

11.10—PRINCIPAL PERMITTED USES.
11.101—Any Principal Use or structure permitted and as regulated in the "R-3" District, except as hereinafter modified.

11.102—Two-family and Multi-family dwellings.

11.20—CONDITIONAL USES, REQUIRING BOARD AUTHORIZATION.
11.201—Any conditional use permitted and as regulated in the "R-3" District, except as hereinafter modified.

11.202—Clubs, fraternities, lodges, and meeting places of other organizations, not including any use that is customarily conducted as a gainful business; provided that buildings in which such meeting places are housed shall be located at least twenty (20) feet from any other lot in any "R" District.

11.203—Community Development Projects containing single-family, two-family, and multi-family dwellings, subject to the provisions of Section 17.07.

11.30—ACCESSORY USES.
11.301—Accessory uses and structures permitted and as regulated in the "R-3" District, except as hereinafter modified.

11.302—Other accessory uses and structures, not otherwise prohibited, customarily accessory and incidental to any permitted principal use.

11.40—HEIGHT REGULATIONS. No principal structure shall exceed three (3) stories or forty (40) feet in height, and no accessory structure shall exceed one and one-half (1½) stories or twenty-five (25) feet in height; except as provided in Section 18.2 and except that farm and utility structures may be built to any required height; provided further, that the Board of Appeals, by exception, may authorize a building not exceeding six (6) stories or seventy-five (75) feet in height; provided that for each story in excess of three, the front, side, and rear yard requirements shall each be five (5) feet greater than herein required.
Tuesday, October 11, 2005

Michael Foster, Esq.
Foster, Braden & Thompson, LLP
Stevensville Center
102 East Main Street
Suite 203
Stevensville, MD 21666

Dear Michael:

In response to your request, please consider this letter as verification that the Chesterhaven Beach subdivision is an existing non-conforming development containing 186 lots as set forth on a plat recorded May 27, 1959 (ref: TSP 48/163). The subdivision received a certificate of exemption from the County recognizing the lots despite the advent of zoning and subdivision regulations in 1962. The County has continued to recognize the subdivision as 186 lots of record.

While Section 14:1-22D indicates land subdivided into lots of record prior to December 1, 1985 and located within the resource conservation area may be developed for any permitted residential use at a density not exceeding the number of existing lots in the subdivision, the administrative subdivision (combining 7 (seven) lots into one (1) lot) effectively reduces the number of existing lots from 186 to 179.

Sincerely,

Faith Elliott Rossing, AICP
Planning Director

cc: County Commissioners
    Paul Comfort, Esq., County Administrator
    Steve Walls, Director DPW
    Chris Drummond, Esq.
THIS PUBLIC WORKS AGREEMENT, made and executed this 23rd day of December 2010, by and between THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND, a body politic of the State of Maryland, sometimes hereinafter called "COUNTY", party of the first part, and CHESTERHAVEN BEACH PARTNERSHIP, sometimes hereinafter called "OWNER" party of the second part.

NOW THEREFORE WITNESSETH: that for and in consideration of the mutual covenants and promises herein contained, the parties herein agree as follows:

I. The property of OWNER, recorded among the Land Records of Queen Anne's County as Tax Map 57, Parcel 25, Lot 1E is currently a vacant single family lot without sewer allocation.

II. OWNER will pay the COUNTY the sum of FIVE THOUSAND NINE HUNDRED FIFTY dollars ($5,950.00) as a connection for acquiring capacity in the Kent Narrows/Stevensville/Grasonville Area Wastewater System. The proposed additional capacity of 250 gpd shall be used to construct a dwelling.

It is understood by all parties concerned that the property will still be subject to all charges of the Kent Narrows/Stevensville/Grasonville Area Wastewater Subdistrict, including debt service charges.

III. The property will be subject to additional charges at the time building permits are applied for if to be used for other than the above mentioned uses.

IV. The OWNER will be responsible for the installation of any additional sewer appurtenances necessary for service to the property, for obtaining all necessary permits, and for the payment to the COUNTY of all associated inspection fees. Any fees unpaid within 30 days will be subject to a 1-1/2% per month interest charge.

V. The COUNTY wastewater collection system, and any COUNTY obligation or responsibility, terminates at the OWNER's property line. Operation, maintenance, and repair, and any equipment required to collect and/or transport sewage and wastewater to the COUNTY system, including the installation, maintenance, operation and repair of any pumping facilities necessary to transport and deliver wastewater to the COUNTY system, shall be the sole responsibility of OWNER, their successors, representatives, and assigns.

VI. OWNER recognizes they will be billed user charges at the next regularly scheduled quarterly billing following the execution of this agreement.

VII. All monies owed to the Queen Anne's County Sanitary District hereunder will be liens against the property collectable in the same manner as County taxes and will be paid in full prior to any transfer of the property.

VIII. All monies owed are subject to, and due in accordance with, Queen Anne's County Sanitary District codes and policies.
IX. OWNER acknowledges that COUNTY'S existing 3-inch vacuum sewer infrastructure currently in place within the right of way of Piney Creek Road will not be sufficient to accommodate additional sewage flow from this property beyond a total of five (5) dwellings without off-site, and possibly on-site, sewerage system upgrades. Such upgrades to the 3-inch vacuum sewer will be required at OWNER'S expense prior to the grant of any further sewer allocation beyond five (5) dwellings for the property. The nature and extent of the upgrades will be dependent upon allocated flows to be generated by the OWNER'S property. Upgrades will be subject to COUNTY review and approval, and the cost of the same will be solely borne by the OWNER. The completion of such upgrades will be secured by a surety acceptable to the COUNTY, as well as payment of an inspection fee, in accordance with the applicable rate schedule, to the COUNTY to reimburse for the cost of the inspection of the construction. The nature and extent of the upgrades shall be detailed in a subsequent Public Works Agreement which will be required to be executed prior to the grant of any additional sewer allocation.

WITNESS:

[Signature]

ATTEST:

[Signature]

APPROVED:

[Signature]

Todd R. Mohn
Director of Public Works

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

This document was prepared by, or under the supervision of, the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

[Signature]

Christopher F. Drummond
Planning Commission Attorney

Property Owner:

CHESTERHAVEN BEACH PARTNERSHIP

By: [Signature] (SEAL)

Michael R. Foster, Agent & Attorney

The County Commissioners
Of Queen Anne's County

[Signature]

Valve Pit Fees Due: 0
THE DEPARTMENT OF PUBLIC WORKS
OF QUEEN ANNE'S COUNTY
SANITARY DISTRICT
310 BATEAU DRIVE
PO BOX 10
STEVENSVILLE, MARYLAND 21666
(410) 643-3535  FAX: (410) 643-7364
TDD: (410) 758-2126

September 13, 2011

Mr. Michael Foster
102 East Main Street
Stevensville MD 21666

Re: Chesterhaven Beach
Sewer Allocation Request

Dear Mr. Foster,

At their regularly scheduled meeting of today, the County Commissioners conditionally approved your client’s request for 44,500 gallons per day of sewer allocation consistent with your application. The cost of the allocation at 2011 rates is $1,246,000.

This granting of allocation has five conditions.

1. Submission of the required 10% deposit of $124,600 within 30 calendar days from today (October 13, 2011).

2. Final approval, if required, from Planning & Zoning and any other applicable state and federal agencies.

3. Execution of the Public Works Agreement (to be forwarded separately) within 36 months from the date of this allocation granting.

4. Reasonable attempts must be made to reconfigure the lot layout in order to move as many of the existing recorded lots out of the Critical Area.

5. Sewer service will be via a gravity sewer collection system utilizing a suction lift pump station and the design of the system is to be reviewed and accepted by the County and all performance sureties are to be in place, normal inspection fees are to be submitted, and the balance of the allocation fees paid, prior to the execution of the Public Works Agreement.

Billling Address: 107 NORTH LIBERTY STREET, CENTREVILLE, MARYLAND 21617

Exhibit 9
Page Two  
September 13, 2011  

Re: Chesterhaven Beach  
Sewer Allocation Request  

Please note that payment of the deposit does not ‘lock-in’ the amount of the allocation fee. The balance due will be at the amount being charged on the date the balance is paid in full and rates will increase on January 1. 

Feel free to call me should you have any questions.

Very truly yours,

[signature]

Alan L. Quimby, P.E.  
Chief Sanitary Engineer  

cc: Gregg Todd  
Chris Drummond  
Beverly Davidson
TO: County Commissioners
FROM: Beverly A. Churchill
DATE: June 17, 2019
SUBJECT: Correctional Officers Retirement System (CORS)

I have been notified by the Maryland State Retirement System that the attached Transfer and Participation Agreement needs to be signed by the County Commissioners. This agreement is for the Correctional Officers to transfer to CORS.

As a reminder, the preliminary valuation established our new entrant payment as $1,790,426 which can be amortized with level dollar payments of $154,273 over 25 years. In addition, the 2019 annual rate is currently approximately $22,000 higher for CORS than the Employee Pension system. Thus the total annual increase would be $176,273. The CORS system provides a 20 year retirement for participants.

Thank you.

MOTION:

I move that the Transfer and Participation Agreement be approved and signed as presented.
TRANSFER AND PARTICIPATION AGREEMENT – EPS TO CORS

This TRANSFER AND PARTICIPATION AGREEMENT (the “Agreement”) is made this ___ day of __________, 2019, effective July 1, 2019, by and between the MARYLAND STATE RETIREMENT AGENCY (“Agency”), and the BOARD OF TRUSTEES FOR THE MARYLAND STATE RETIREMENT AND PENSION SYSTEM, acting on behalf of THE MARYLAND STATE RETIREMENT AND PENSION SYSTEM (collectively, “the System”), on the one hand, and THE BOARD OF COUNTY COMMISSIONERS OF QUEEN ANNE’S COUNTY, MARYLAND, acting on behalf of QUEEN ANNE’S COUNTY MARYLAND, on the other hand (collectively, “Queen Anne’s County”).

RECITALS

1. Queen Anne’s County is a participating governmental unit in the Employees’ Pension System (“EPS”), and its eligible employees are members of the EPS.

2. On April 23, 2019, the Board of County Commissioners of Queen Anne’s County, Maryland, adopted Resolution No. 19-07, approving participation by eligible local detention center officers employed by Queen Anne’s County (the “Queen Anne’s County Detention Center Officers”) in the Correctional Officers’ Retirement System (“CORS”) effective July 1, 2019, and accordingly, withdrawing and transferring the Queen Anne’s County Detention Center Officers from the EPS to CORS. A certified copy of the Resolution is attached to this Agreement and marked as Exhibit A.
3. Legislation enacted by the Maryland General Assembly during the 2019 legislative session, effective on July 1, 2019, provides that if Queen Anne’s County becomes a participating governmental unit in CORS, membership in CORS is mandatory for a Queen Anne’s County Detention Center Officer who is a Queen Anne’s County Detention Center Officer before the effective date of participation, and remains a Queen Anne’s County Detention Center Officer through the effective date. See 2019 Laws of Maryland, Chapters 58 and 59, enacting Annotated Code of Maryland, State Personnel and Pensions Article (“SPP”) § 31-2B-06. This legislation further provides that all such Queen Anne’s County Detention Center Officers are entitled to eligibility service and creditable service in CORS for employment with Queen Anne’s County as a Queen Anne’s County Detention Center Officer before the effective date of participation, and shall no longer be members of the EPS or have any further rights to any benefits from the EPS.

4. Queen Anne’s County and the System have exchanged information and various documents and, to the extent provided herein, hereby document: (i) the withdrawal from the EPS of the Queen Anne’s County Detention Center Officers; and (ii) the transfer of the Queen Anne’s County Detention Center Officers to the CORS and participation of the Queen Anne’s County Detention Center Officers in the CORS, effective July 1, 2019.

NOW, THEREFORE, In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency
of which is hereby acknowledged, the System and Queen Anne’s County agree, as follows:

1. **Recitals.** The foregoing recitals are incorporated herein by reference and made a part of this Agreement.

2. **Effective Date.** The effective date of the withdrawal by the Queen Anne’s County Detention Center Officers from the EPS is 11:59 p.m. on June 30, 2019. The effective date of participation by the Queen Anne’s County Detention Center Officers in the CORS is 12:00 a.m. on July 1, 2019.

3. **Actuarial Valuation.** For all purposes of this Agreement, Gabriel Roeder Smith & Company, or such other consulting actuary designated by the Board of Trustees of the System under SPP §21-125 (the “Actuary”), shall perform the actuarial valuations required under this Agreement at Queen Anne’s County’s expense.

4. **Withdrawal; Transfer of Assets.**
   a. **Preliminary Estimate.** In accordance with SPP §31-2B-05, the Actuary has made a preliminary estimate of the assets allocable to the Queen Anne’s County Detention Center Officers who are expected to transfer from the EPS to CORS on the effective date, using the calculation methodology set forth in SPP §21-305.5. Assets were projected to June 30, 2019 using a market rate of return of 7.45%, and the June 30, 2018 Participant Funding Ratio of 84.86% was used for this preliminary valuation. In accordance with the methodology set forth in its letter dated January 4, 2019.
"Queen Anne’s County – Employee Transfer – Preliminary Valuation," attached hereto as Exhibit B, the Actuary has preliminarily estimated that the market value of assets of the EPS attributable to the Queen Anne’s County Detention Center Officers who are expected to transfer to the CORS is $6,105,477.

b. Transfer of Assets. Upon the later of (a) July 1, 2019, or (b) the date of execution of this Agreement by the parties, the System shall transfer from the EPS to the CORS the sum of $6,105,477, being the market value of assets of the EPS attributable to the Queen Anne’s County Detention Center Officers who are expected to transfer to the CORS, preliminarily estimated by the Actuary as more fully described in Exhibit B.

c. Final Determination. Upon completion of the actuarial valuation as of June 30, 2019, using the same methodology set forth in Exhibit B, the Actuary shall make a final determination of the market value of assets of the EPS attributable to the Queen Anne’s County Detention Center Officers who transferred to the CORS. The final determination of the assets attributable to the transferring Queen Anne’s County Detention Center Officers shall be based on final review of the completed enrollment applications through Queen Anne’s County’s payroll period as of June 30, 2019, and actual demographic, employment, and asset information as of June 30, 2019. The results of the final valuation will differ from the preliminary valuation based on such factors including, but not limited to, the extent actual experience differs from the assumptions used in the preliminary valuation, future assumptions or benefit changes that are adopted
and effective between the date of the preliminary valuation and the transfer date, or any
differences or changes in the demographic data for CORS or the Queen Anne’s County
Detention Center Officers from the information used in the preliminary valuation. Queen
Anne’s County understands and agrees that the amount of assets of the EPS attributable
to the Queen Anne’s County Detention Center Officers as finally determined may differ
substantially from the amount estimated in Exhibit B, and that the System is not bound
by the preliminary valuation provided to Queen Anne’s County.

d. Adjustment; Withdrawal. The parties to this Agreement understand and
agree that:

(i) If, as a result of the final determination, the market value of
assets of the EPS attributable to the transferring Queen Anne’s County Detention Center
Officers is greater than the amount of the preliminary estimate, the System shall transfer
from the EPS to the CORS the amount of the difference between the final determination
and the preliminary estimate, including interest thereon from June 30, 2019 to the date of
transfer, at the annual actuarial rate established by the Board of Trustees, compounded
annually; and

(ii) If, as a result of the final determination, the market value of
assets of the EPS attributable to the transferring Queen Anne’s County Detention Center
Officers is less than the amount of the preliminary estimate, the System shall transfer
from the CORS to the EPS the amount of the difference between the preliminary estimate
and the final determination, including interest thereon from June 30, 2019 to the date of
transfer at the annual actuarial rate established by the Board of Trustees compounded
annually.

e. **Partial Withdrawal.** Queen Anne’s County is withdrawing from the EPS
the Queen Anne’s County Detention Center Officers only, and shall continue to
participate in the EPS with respect to its remaining eligible employees. As of the
effective date of the partial withdrawal of the Queen Anne’s County Detention Center
Officers, Queen Anne’s County shall continue to:

(i) abide by all laws, rules, regulations, and policies governing the EPS, and

(ii) submit supporting payroll data and make all contributions required on
behalf of Queen Anne’s County’s employees who remain in the EPS as well as Queen
Anne’s County’s eligible employees who become members of the EPS after the effective
date of the partial withdrawal.

5. **Participation; Special Accrued Liability Contribution.**

   a. **Preliminary Estimate.** In accordance with SPP §21-306.2(d) and the
methodology set forth in Exhibit B, the Actuary has made a preliminary estimate of the
special accrued liability contribution on account of the Queen Anne’s County Detention
Center Officers who are expected to transfer to the CORS effective July 1, 2019, using
the actuarial assumptions and applicable benefit provisions as of June 30, 2018. As more
fully described in Exhibit B, the Actuary has preliminarily estimated that the special
accrued liability contribution amounts to $1,790,426 as of July 1, 2019, based on the demographics of the Queen Anne’s County Detention Center Officers who are expected to transfer to CORS, and after applying the $6,105,477 in assets from the preliminary withdrawal valuation that will be transferred from the EPS to CORS.

b. Review of Queen Anne’s County’s Records; Final Determination

(i) On or after July 1, 2019, the Agency shall review Queen Anne’s County’s payroll records to determine whether the Queen Anne’s County Detention Center Officers on or before July 1, 2019 were employed by Queen Anne’s County and transferred to the CORS effective on July 1, 2019. In addition, Queen Anne’s County’s records shall be reviewed to verify that the Agency’s records regarding the salary history and the prior service credit of the Queen Anne’s County Detention Center Officers who transferred to the CORS on July 1, 2019 are correct.

(ii) If, as a result of the review of Queen Anne’s County’s records, the Agency records relating to membership in the CORS by the Queen Anne’s County Detention Center Officers as of July 1, 2019, salary history, or prior service credit must be changed, then Queen Anne’s County shall provide the Agency with additional information so that the Actuary may make a final determination of Queen Anne’s County’s special accrued liability contribution (or credit) using: (1) the same method and actuarial assumptions it adopted to make the preliminary determination under paragraph (a) of this section; and (2) the completed June 30, 2019 actuarial valuation.
(iii) If, as a result of the review of Queen Anne’s County records, the Agency records relating to membership in the CORS by Queen Anne’s County Detention Center Officers as of July 1, 2019, salary history, or prior service credit are not changed, then the Actuary shall make a final determination of Queen Anne’s County’s special accrued liability contribution (or credit) using the completed June 30, 2019 actuarial valuation.

(iv) The results of the final valuation will differ from the preliminary valuation based on such factors including, but not limited to, the extent actual experience differs from the assumptions used in the preliminary valuation, future assumption or benefits changes that are adopted and effective between the date of the preliminary valuation and the transfer date, or any differences or changes in the demographic data for CORS or the Queen Anne’s County Detention Center Officers from the information used in the preliminary valuation. Queen Anne’s County understands and agrees that the special accrued liability contribution (or credit) as finally determined may differ substantially from the amount estimated by the Actuary in Exhibit B, and that the System is not bound by the preliminary valuation provided to Queen Anne’s County.

c. Payment of the Special Accrued Liability Contribution.

(i) Queen Anne’s County agrees to amortize the special accrued liability contribution (or credit), if any, as finally determined by the Actuary over a 25-year term commencing July 1, 2019, by annual level installment payments. Queen
Anne's County agrees to make annual installment payments in discharge of the special accrued liability contribution (or credit), if any, on or before December 31 of each year until the special accrued liability contribution (or credit) is paid in full. The annual payment in discharge of the special accrued liability contribution (or credit) shall be payable by Queen Anne’s County at the same time and in the same manner as it discharges its obligations to make employer contributions under SPP §21-309 and Section 7 of this Agreement.

(ii) Until the Actuary issues its final determination of the special accrued liability contribution (or credit), Queen Anne’s County will timely make an annual installment payment of $154,273 on or before December 31 of each year, based upon the Actuary’s preliminary estimate of the special accrued liability contribution of $1,790,426 as of July 1, 2019, and amortization of that amount in level installments over a 25-year term. If the final determination of the special accrued liability contribution (or credit) differs from the preliminary estimate, Queen Anne’s County understands and agrees that the annual installment payments required to amortize the amount as finally determined shall be adjusted with interest at the actuarial rate in effect as of the date of the adjustment.

(iii) Queen Anne’s County may prepay all or a portion of the special accrued liability contribution, if any, with interest at the annual rate established by the System at the time of payment.
6. **Member Contributions.** As payrolls are paid, Queen Anne’s County shall submit supporting payroll data and remit to the System the contributions payable by the Queen Anne’s County Detention Center Officers who are members of the CORS, in accordance with SPP Title 25, Subtitle 2, and SPP § 21-314, as amended from time to time.

7. **Payment of Employer Contributions by Queen Anne’s County.**
   
   a. The Agency shall determine the contributions payable by Queen Anne’s County to CORS on behalf of Queen Anne’s County Detention Center Officers during each fiscal year in accordance with SPP §21-306.2. The amount payable by Queen Anne’s County shall include the annual installment payment on account of the special accrued liability contribution (or credit) as determined under Section 5 of this Agreement.
   
   b. On or before December 1st of each year, the Agency shall submit an invoice reflecting the amounts due as determined under paragraph (a) of this section to the Treasurer or proper fiscal officer of Queen Anne’s County for payment by Queen Anne’s County within 30 days after receipt.

8. **Late Payment.** If Queen Anne’s County fails to submit supporting payroll data or remit the members’ contributions to the Agency as payrolls are paid as required under Section 6 of this Agreement, or fails to timely pay the invoiced amount for employer contributions (including Special Accrued Liability Contribution) when and as due as required under Section 7 of this Agreement, or fails to timely pay the invoiced amount for
administrative fees when and as due as required under Section 9 of this Agreement, then Queen Anne’s County shall be subject to the provisions of SPP § 21-314(d) (relating to nonpayment of member contributions and failure to submit supporting payroll data) and SPP § 21-309(d) (relating to nonpayment of employer contributions), and SPP § 21-316(e) (relating to nonpayment of administrative fees), as amended from time to time.

9. Administrative Fees. Queen Anne’s County is a “local employer” for purposes of SPP § 21-316 and, therefore, shall be responsible for the quarterly payment of its pro rata share of the amount necessary for the administrative and operational expenses as determined annually by the System, pursuant to SPP § 21-316.

10. Electronic Payment. All payments by Queen Anne’s County to the Agency in discharge of its obligations under this Agreement shall be made by ACH electronic transfer of immediately available funds.


a. Queen Anne’s County agrees to abide by all laws, rules, regulations, and policies governing the CORS, including but not limited to SPP Divisions II and III and Title 22 of the Code of Maryland Regulations, as now in force and as amended from time to time.

b. If Queen Anne’s County elects to withdraw from the CORS, the rules and regulations in effect as of the date of withdrawal shall control the withdrawal. Any actuarial determinations required in connection with the withdrawal shall be made by the
Actuary then in the employ of the Board of Trustees on the basis of the actuarial assumptions adopted by the Board of Trustees.

12. **Representations and Warranties by Queen Anne’s County.** Queen Anne’s County warrants to the System that as of the date of execution of this Agreement, the following representations and warranties are true and correct:

a. Pursuant to SPP §31-2B-01 *et. seq.*, Queen Anne’s County has elected to withdraw the Queen Anne’s County Detention Center Officers from the EPS and to transfer the withdrawing employees to the CORS.

b. All persons who become Queen Anne’s County Detention Center Officers after 11:59 p.m., June 30, 2019, and are eligible to participate in CORS, shall be entitled to retirement benefits exclusively from the CORS.

c. Queen Anne’s County has the power to enter into and perform its obligations under this Agreement and has duly executed this Agreement so as to constitute valid and binding obligations of Queen Anne’s County.

d. Queen Anne’s County understands that the System shall rely on the continuing truth and accuracy of the representations and warranties by Queen Anne’s County upon execution of this Agreement and that these representations and warranties shall survive closing.

13. **System responsibility.** The System shall be required to pay benefits to Queen Anne’s County Detention Center Officers who retired, died, or terminated employment
with Queen Anne’s County and who are eligible to receive a vested allowance prior to 11:59 p.m. on June 30, 2019 in accordance with the provisions of the EPS and not in accordance with the laws and regulations applicable to the CORS.

14. Full payment; Release.

a. The parties to this Agreement hereby agree that the transfer of assets from the EPS to the CORS, as finally determined under Section 4 of this Agreement, is in full payment and satisfaction by the System of the amounts allocable to the Queen Anne’s County Detention Center Officers on account of the withdrawal of the Queen Anne’s County Detention Center Officers from the EPS.

b. In consideration of the aforesaid transfer, Queen Anne’s County hereby releases and forever discharges the System and its successors in interest and assigns, and the past, present, and future trustees, agents, attorneys, servants, and employees of the System, the Board of Trustees, and the State Retirement Agency (the “Releasees”) of and from all and every manner of action, causes of action, suits, judgements, damages, claims for damages, losses, compensation, attorneys fees, costs and expenses of suits, and any and all claims, demands or liabilities whatsoever of every name and nature, in law, equity or otherwise which Queen Anne’s County ever had, now has or hereafter can, shall or may have against the Releasees, in the past and up to the date of this Release, including but not limited to any claim or action which Queen Anne’s County ever had, now has or hereafter can have against the Releasees, jointly, individually, severally, collectively or
otherwise, arising out of, as a consequence of, for or by reason of, or relating in any way to the withdrawal by Queen Anne’s County and the Queen Anne’s County Detention Center Officers from the EPS.

c. Queen Anne’s County agrees that this release is a material part of this Agreement and shall survive closing under this Agreement.

15. **Construction.** This Agreement and its performance shall be governed by and construed in accordance with the laws of the State of Maryland.

16. **Section Titles.** The titles to sections of this Agreement are intended solely for convenience and shall not be used as an aid in construction of any provisions hereof, or otherwise restrict or modify any of the terms or provisions hereof.

17. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same document. This Agreement may be executed by exchange of signature pages by email or facsimile, which shall have the same effect and force as an original signature.

18. **Waiver.** No failure or delay on the part of any party in exercising any right or remedy hereunder shall operate as a waiver thereof. No waiver by any party of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No modification or waiver by the System shall be effective unless it is duly executed by the System.
19. **Authority.** Each party to the Agreement represents and warrants to the other that it has the full right, power, and authority to execute this Agreement and to perform the acts contemplated hereunder, and that the individual signing this Agreement on behalf of the party has authority to do so.

IN WITNESS WHEREOF, each of the parties hereto has caused this Transfer and Participation Agreement to be executed in its name and on its behalf by its duly authorized representative as of the ___ day of ____________, 2019.

ATTEST: THE BOARD OF COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND

______________________________
(SEAL)

BY: President

________________________
Commissioner

________________________
Commissioner

________________________
Commissioner

________________________
Commissioner

15
Approved as to form and legal sufficiency this _____ day of
___________________, 2019

__________________________
Printed Name:

Attorney for Queen Anne’s County,
Maryland

SIGNATURES CONTINUED NEXT PAGE
ATTEST: MARYLAND STATE RETIREMENT AND PENSION SYSTEM

___________________ (SEAL)
R. Dean Kenderdine
Executive Director
Maryland State Retirement Agency

Approved as to form and legal sufficiency this ____ day of
_________________, 2019.

Rachel S. Cohen
Assistant Attorney General
Maryland State Retirement and Pension System
RESOLUTION 19-07
OF THE BOARD OF COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY, MARYLAND
AUTHORIZING A TRANSFER TO THE
CORRECTIONAL OFFICERS' RETIREMENT SYSTEM

The Board of County Commissioners of Queen Anne's County, Maryland ("Board of County Commissioners") met at a duly called and authorized meeting on the date set forth below, such meeting being duly called pursuant to a notice stating the time, place and purpose of the meeting received by all Queen Anne's County commissioners, and the following resolutions were made, seconded, and adopted by those present at the meeting.

WHEREAS, the Board of County Commissioners has determined it would be in the best interests of Queen Anne's County and its citizens, and the local detention center officers employed by Queen Anne's County ("Detention Center Officers"), to withdraw eligible Detention Center Officers from the Employees' Pension System ("EPS") and transfer them to the Correctional Officers' Retirement System ("CORS") operated and maintained by the Board of Trustees for the Maryland State Retirement and Pension System ("System") for eligible detention center officers throughout the State of Maryland; and

WHEREAS, on April 10, 2019, the Board of County Commissioners conducted a vote of the Detention Center Officers in accordance with the Annotated Code of Maryland, State Personnel and Pensions Article ("SPP"), § 31-2B-03(a)(2), and at least sixty percent (60%) of the eligible Detention Center Officers petitioned to become members of CORS, and elected for Queen Anne's County to withdraw and make a transfer of the eligible Detention Center Officers from the EPS to the CORS under the terms and conditions appertaining thereto; and

WHEREAS, in accordance with SPP § 31-2A-03(a)(1), a Resolution of the Board of County Commissioners is required by the System to approve and effectuate participation of eligible Detention Center Officers in the CORS;

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners hereby authorizes, approves, and agrees to implement the CORS for eligible Detention Center Officers employed by Queen Anne's County, and further agrees to the withdrawal of such Detention Center Officers from the EPS and the transfer of such Detention Center Officers to the CORS;

BE IT FURTHER RESOLVED, that the Board of County Commissioners approves the withdrawal of Detention Center Officers from the EPS effective on June 30, 2019 at 11:59 p.m., and participation in the CORS effective on July 1, 2019 at 12:00 a.m., pursuant to Maryland Annotated Code, State Personnel and Pension Article, § 31-2B-03(a) and § 31-302;

BE IT FURTHER RESOLVED, by the Board of County Commissioners, that this resolution is expressly contingent upon the successful enactment on July 1, 2019, of legislation introduced in the Maryland General Assembly during the 2019 legislative session (House Bill
1056, cross-filed with Senate Bill 636), which, if enacted, will provide that membership in CORS is mandatory for a Detention Center Officer of Queen Anne's County who is a Detention Center Officer before the effective date of participation, and remains a Detention Center Officer through the effective date; and further provides that all such Detention Center Officers are entitled to eligibility service and creditable service in CORS for employment with Queen Anne's County as a Detention Center Officer before the effective date of participation, in lieu of participation in the EPS; and

BE IT FURTHER RESOLVED, by the Board of County Commissioners, that in accordance with SPP §§ 25-201(a)(3), 25-202(a), and 31-2B-03(a)(2)(iii), all eligible Detention Center Officers hired by Queen Anne's County on or after July 1, 2019 shall not be entitled to join the EPS, but shall be in and part of the CORS.

The above Resolution was introduced and adopted at the regularly scheduled meeting of the Board of County Commissioners of Queen Anne's County, Maryland, on April 23, 2019, and shall become effective on July 1, 2019.

Attest:

[Signatures]

[Signatures]

[Signatures]

[Signatures]

[Signatures]
January 4, 2019

Ms. Melody Countess, CPA
Chief Operating Officer
Maryland State Retirement Agency
120 East Baltimore Street – 16th Floor
Baltimore, Maryland 21202

Re: Queen Anne's County – Employee Transfer – Preliminary Valuation

Dear Melody:

It is our understanding that 41 Detention Center employees currently enrolled under Queen Anne's County (Location 8211) are to be transferred from the Employees' Contributory System (ECS) to the Correctional Officers' Retirement System (CORS). We understand the transfer will be effective July 1, 2019, and is considered a partial withdrawal from ECS and an entry into CORS. Assets to be transferred to CORS as well as a new entrant liability (or asset) are calculated for the transferring members.

Asset Transfer at Market Value

In order to calculate the assets transferring to CORS, we used the calculation methodology set forth in Section 21-305.5 for determining assets allocable to employees who elect to withdraw from a system. We applied that method to this situation to determine the assets allocable to the 41 employees who are being transferred. We believe that this method is reasonable for this purpose, although it is not actually dictated by statute. If another method should be used, please let us know.

The Market Value of Assets attributable to the 41 transferring employees from the Queen Anne's County is $6,105,477, (the Actuarial Value is $6,103,609). In order to calculate the assets attributable to the transferring employees, assets were projected to June 30, 2019 using a 7.45% market rate of return. The June 30, 2018 Participant Funding Ratio (PFR) of 84.86% for ECS was used for this valuation. This is the PFR for the fiscal year preceding the effective date of transfer calculated in accordance with Section 21-305.5 of the Maryland Code. The PFR was developed from the annual valuation as of June 30, 2018, of the MSRPS for participating Municipal Corporations. The following exhibits contain details of this calculation:

- Exhibit I – Description of the Withdrawal Calculation for Withdrawals from ECS
- Exhibit II – Calculation of the Participant Funding Ratio (PFR)
- Exhibit III – Calculation of the Asset Transfer at Withdrawal
- Exhibit IV – Summary of the Data Used in the Calculation (as of June 30, 2018)
Calculation of the New Entrant Liability (or Asset)

The Queen Anne's County will contribute the municipal CORS Basic Employer Cost Rate for its transferring employees plus the calculated new entrant unfunded liability payment/(credit) shown in Exhibit VI. Consistent with historical practice, PGUs entering the System contribute the pooled Basic Employer Rate. Differences in the demographic characteristics of the members of the PGU compared to the total CORS Municipal System may result in higher or lower costs if the PGU was valued individually. The fiscal year 2019-2020 municipal CORS Basic Employer Cost Rate is 10.26% of payroll. This contribution will cover the future service benefit accruals of the employees joining the System. The actual rates will change from year to year based on future gains and losses, benefit changes, and assumption changes.

As requested, we have completed the valuation with 100% recognition of past service for all participants. The past service recognition will count toward all past service used for benefits and eligibility purposes. The new entrant liability payment is a result of comparing the estimated Unfunded Actuarial Accrued Liability (UAAL) contribution rate of 6.71% (based on the demographics of the Queen Anne's County employees that are transferring and after applying the $6,105,477 transferred assets) to the projected 2.05% CORS Municipal UAAL contribution rate as of June 30, 2019. The UAAL contribution rates are based on amortizing the UAAL as a level percentage of payroll over a closed 27-year period as of June 30, 2019 (the remaining amortization period for CORS Municipal as of that date).

The resulting estimated new entrant payment is $1,790,426 as of July 1, 2019. This amount can be amortized with level dollar payments of $154,273 over a 25-year period. All amortizations are over 25 years as provided by Section 21-306.2(d) of the Maryland Code. These annual payments are illustrated to begin December 31, 2019.

The following exhibits contain details of this calculation:

- Exhibit IV – Summary of the Data Used in the Calculation (as of June 30, 2018)
- Exhibit V – Calculation of the UAAL Contribution Rates and the New Entrant Payment/(Credit)
- Exhibit VI – New Entrant Payment/(Credit) Amortization Schedule

Data and Assumptions

The actuarial assumptions and applicable benefit provisions are the same as those adopted by the Board for first use in the actuarial valuation as of June 30, 2018. In particular, the assumed rate of investment return was 7.45% and the assumed rate of active member payroll growth was 3.10%.

The liability for transferring members is based on payroll and service from the actuarial valuation as of June 30, 2018. Transferring members were identified based on a file provided by SRA. Data and liabilities for the remaining members were from the valuation as of June 30, 2018. The calculations in this letter are based on assumptions and methods as described in the actuarial valuation as of June 30, 2018. All disclosures in the actuarial valuation report apply to the calculations in this letter.
The results of the final valuation will differ from the preliminary valuation based on such factors including, but not limited to: the extent actual experience differs from the assumptions used in the preliminary valuation, future assumptions or benefit changes that are adopted and effective between the date of the preliminary valuation and the transfer date, or any differences or changes in the demographic data for CORS or the County's employees from the information used in the preliminary valuation, which may require a payment instead of receiving a credit. If you have reason to believe that the assumptions used are unreasonable, you should contact the author prior to relying on the information conveyed herein.

**Required Disclosures**

This report was prepared at the request of Queen Anne's County and is intended for use by the Maryland State Retirement Agency (SRA) and Queen Anne's County and those designated or approved by the SRA or Queen Anne's County. This report may be provided to other parties only in its entirety and only with the permission of the SRA or Queen Anne's County. GRS is not responsible for unauthorized use of this report. The purpose of this valuation is to calculate the new entrant liability or credit and resulting amortization payments or credits to be made over a 25-year period for Queen Anne's County to enter into the municipal Correctional Officers' Retirement System (CORS) as of July 1, 2019. This report should not be relied on for any purpose other than the purpose previously described.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. The actuary did not perform an analysis of the potential range of such future measurements in this actuarial valuation report.

This report has been prepared by an actuary who has substantial experience valuing public employee retirement systems. We certify that, to the best of our knowledge, this report is complete and accurate and has been prepared in accordance with Maryland's Annotated Code and generally recognized and accepted actuarial principles and practices which are consistent with the Code of Professional Conduct and applicable Actuarial Standards of Practice as promulgated by the Actuarial Standards Board.

The signing actuary is independent of the plan sponsor.

Brad Lee Armstrong is a Member of the American Academy of Actuaries (MAAA), and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.
Ms. Melody Countess  
January 4, 2019  
Page 4

Please contact us if you have any questions or comments.

Sincerely,

Brad Lee Armstrong, ASA, EA, FCA, MAAA  
Consulting Actuary

BLA:rmn  
Enclosure

cc: Dean Kenderdine, Executive Director  
Tony Roberts, Accountant Supervisor  
Patricia Fitzhugh, Deputy Chief Operating Officer  
Brian Murphy, GRS
Description of Withdrawal Calculation
Withdrawals from ECS

Upon application of withdrawal by the Participating Governmental Unit (PGU) a special one-time calculation will be made by the actuary to determine: (1) whether any assets can be transferred out of the State System to a new successor plan on behalf of the withdrawing participants; and (2) whether a withdrawal liability needs to be assessed against the withdrawing PGU to fund liabilities remaining in the State System.

These determinations will be made as follows: At the time of withdrawal, an allocation of current State system assets, if any, will be made to all participants of the withdrawing PGU. This allocation will be based upon a determination made by the actuary in the preceding year's valuation which determines what portion of the actuarial value of total State System assets are available, if any, to cover the actuarial liabilities of all participants in the State System. This ratio will be called the "participant funding ratio" (PFR) and will be calculated as follows: The "adjusted actuarial value of assets" will be equal to the total actuarial value of assets less the present value of all future credits applied to over-funded PGUs, and plus the present value of all future (1) charges payable by under-funded PGUs, (2) special payments payable by prior new entrants, and (3) withdrawal liability payments due from PGUs who have withdrawn on or after July 1, 1997. The ratio of the "adjusted actuarial value of assets" to the total actuarial liability of the plan participants is the preliminary PFR for that valuation. If the preliminary PFR is less than 1.0, then the final PFR will equal the preliminary PFR. If the preliminary PFR is greater than 1.0 but less than 1.1, the final PFR will be set to 1.0. If the preliminary PFR is greater than 1.1, the final PFR will equal the preliminary PFR reduced by 0.1. That is, the final PFR will recognize any overfunding in excess of 110% of the liabilities. A separate PFR is calculated for those PGUs who declined to elect the enhanced pension system.

Once it is determined which participants of the withdrawing PGUs are electing to withdraw from the State System, and which elect to remain, the PFR from the prior year's valuation will be applied to the actuarial liabilities of each group to make the final determinations. Except for the transition amounts, which will be discussed on the following page, the assets available to be transferred out of the State System will be equal to the PFR times the actuarial liability attributable to withdrawing participants, less the outstanding balance, if any, of the future deficit charges and special payments owed by the withdrawing PGUs. This actuarial value of assets will be adjusted to a market value basis by applying the ratio of market value to the actuarial value of assets of the PGU plan as of the date of withdrawal.

The withdrawing PGU will continue to make normal cost, unfunded actuarial accrued liability contributions, and Retirement System surcharge payments for members who elect to remain within the State System. In addition, the PGU may make payments towards a withdrawal liability, calculated to fund the unfunded liability of those members remaining. The withdrawal liability for any withdrawing PGU shall be equal to the actuarial liabilities remaining in the State System on behalf of the remaining active participants multiplied by the complement of the PFR (i.e., 1-PFR%), but not less than zero.
**Transition Rule**

When the withdrawal rules were changed in 1997 there was a special, one-time calculation made to avoid windfalls due to the change.

To avoid the situation of a particular PGU receiving a sudden gain in position between the current and previous withdrawal rules, a transition amount was determined for each PGU who as of June 30, 1995 was determined to be "underfunded" and as a result have been assessed the payment charge described earlier. For each of these affected PGUs a transition amount was determined as of June 30, 1995 which is equal to the difference, if any, between the net position of the PGU between the current and previous rules for withdrawal. If a withdrawal action is initiated by one of the PGUs which has a transition amount, the remaining balance of the transition amount will be used to reduce the assets otherwise transferable. This transition amount is being written down at the rate of 4% per year until it is eliminated 25 years from June 30, 1995.

As just stated, the transition amount is the difference between the net position of the PGU before and after the current withdrawal rules were applied, as of the effective date of the current rules. The net position is equal to the difference between the assets available to be transferred and the withdrawal liability amount as of the effective date assuming all Pension System active participants of the PGU elected to withdraw and all former and active participants in the Retirement System elected to remain in the System.

**Partial Withdrawals**

In the case of a partial withdrawal, that is a withdrawal for which only a certain homogenous group of members (e.g., law enforcement officers, detention center officers, or firefighters) is eligible, the calculations for asset transfer follow the same rules as for a full withdrawal. The only difference is that a first step must be taken to allocate all surplus amounts, deficit amounts, transition amounts and special payment amounts between the eligible group and the ineligible group on the basis of the ratio of active accrued liabilities of these groups.

In case of a partial withdrawal, there is no calculation of withdrawal liability. Members of the withdrawal-eligible group who elect to remain with the plan are treated in the same fashion as employees of the PGU who were not eligible to withdraw. The PGU will continue the full Pooled contribution rate on the payroll of these members.
Exhibit II

Employees Combined System
Participant Funding Ratio
as of June 30, 2018*

Numerator of the PFR

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>Actuarial Value of Assets</td>
<td>$4,269,928,713</td>
</tr>
<tr>
<td>(2)</td>
<td>New Entrant Liability</td>
<td>2,058,943</td>
</tr>
<tr>
<td>(3)</td>
<td>Deficit Allocated</td>
<td>28,750,151</td>
</tr>
<tr>
<td>(4)</td>
<td>Withdrawn Liability</td>
<td>379,886</td>
</tr>
<tr>
<td>(5)</td>
<td>Surplus Allocated</td>
<td>(1,202,224)</td>
</tr>
<tr>
<td>(6)</td>
<td>Adjusted Assets (1) + (2) + (3) + (4) + (5)</td>
<td>$4,299,915,469</td>
</tr>
</tbody>
</table>

Denominator of the PFR

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(7)</td>
<td>Total Entry Age Actuarial Accrued Liability</td>
<td>$5,067,035,762</td>
</tr>
</tbody>
</table>

Participant Funding Ratio

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>(8)</td>
<td>Preliminary Participant Funding Ratio (6) / (7)</td>
<td>84.86%</td>
</tr>
<tr>
<td>(9)</td>
<td>Excess over 100% [(8) - 100%, bounded by 0%,10%]</td>
<td>0.00%</td>
</tr>
<tr>
<td>(10)</td>
<td>Final Participant Funding Ratio (8) - (9)</td>
<td>84.86%</td>
</tr>
</tbody>
</table>

*2018 results from Table III-2, Table III-3, Table III-4, and Table IV-1 of the Maryland Municipal Corporations actuarial valuation report as of June 30, 2018.
Queen Anne's County
Asset Transfer at Withdrawal

(1) ECS Actuarial liabilities attributable to remaining active members# $ 43,506,850
(2) ECS Actuarial liabilities attributable to transferring active members# $ 7,192,563
(3) Total ECS actuarial liability of all active members (1) + (2)# $ 50,699,413

(4) Outstanding Balance as of July 1, 2019

<table>
<thead>
<tr>
<th>Remaining</th>
<th>Transferring</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>New Entrant Balance</td>
<td>$ -</td>
</tr>
<tr>
<td>Surplus Balance</td>
<td>$ -</td>
</tr>
<tr>
<td>Balances of Special Payments</td>
<td>$ -</td>
</tr>
<tr>
<td>Transition Amount</td>
<td>$ -</td>
</tr>
</tbody>
</table>

(5) Participant Funded Ratio (PFR) at June 30, 2018 (from Exhibit II) 84.86%

(6) Portion of active assets attributable to transferring active members at actuarial value (2) x (5) $ 6,103,609

(7) Reduce by transferring balance of

   a. Deficit Balance $ -
   b. Surplus Balance $ -
   c. Balances of Special Payments $ -
   d. Transition Amount $ -
   e. Total Reductions (a + b + c + d) $ -

(8) Actuarial value of assets to be transferred (6) - (7) $ 6,103,609

(9) ECS Market Value of Assets (MVA) at July 1, 2019* $ 4,400,165,112
ECS Actuarial Value of Assets (AVA) at July 1, 2019* $ 4,398,819,225
ECS Ratio of MVA to AVA at July 1, 2019* 1.000306

(10) Gross assets attributable to transferring employees on a market value basis (8) x (9) $ 6,105,477

# Actuarial liabilities are projected from the measurement date of June 30, 2018 to the projected transfer date of July 1, 2019.

* Estimated based on assuming a market rate of return of 7.45% in fiscal year 2019.
Queen Anne's County
Summary of Data used in Calculations

Active Members as of June 30, 2018

<table>
<thead>
<tr>
<th></th>
<th>Count</th>
<th>Average Age</th>
<th>Average Service</th>
<th>Average Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assumed to Transfer to CORS*</td>
<td>41</td>
<td>45.1</td>
<td>15.2</td>
<td>$56,731</td>
</tr>
<tr>
<td>Assumed to Remain with ECS</td>
<td>384</td>
<td>45.4</td>
<td>11.3</td>
<td>$53,087</td>
</tr>
<tr>
<td>Total Active</td>
<td>425</td>
<td>45.3</td>
<td>11.7</td>
<td>$53,438</td>
</tr>
</tbody>
</table>

*Includes one person hired after June 30, 2018.

Summary of Data Used in New Entrant Liability Calculations

<table>
<thead>
<tr>
<th>CORS Municipal Actives at June 30, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Queen Anne's County</td>
</tr>
<tr>
<td>Number: 41</td>
</tr>
<tr>
<td>Covered Payroll: $2,325,962</td>
</tr>
<tr>
<td>Average Age: 45.1 years</td>
</tr>
<tr>
<td>Average Eligibility Service Recognized: 15.0 years</td>
</tr>
<tr>
<td>Average Annual Pay: $56,731</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
### Calculation of New Entrant Liability Payment/(Credit)

#### Queen Anne's County

<table>
<thead>
<tr>
<th>Description</th>
<th>Queen Anne's County</th>
<th>CORS Municipal</th>
<th>New Entrant Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>CORS Actuarial Accrued Liability (AAL) as of June 30, 2018</td>
<td>$7,897,475</td>
<td>$26,016,521</td>
<td></td>
</tr>
<tr>
<td>Projected CORS AAL as of June 30, 2019</td>
<td>$8,721,960</td>
<td>$27,644,687</td>
<td></td>
</tr>
<tr>
<td>Actuarial Value of Assets (AVA) as of June 30, 2018</td>
<td></td>
<td>$24,526,829</td>
<td></td>
</tr>
<tr>
<td>Market Value of Assets (MVA) as of June 30, 2018</td>
<td></td>
<td>$24,205,846</td>
<td></td>
</tr>
<tr>
<td>Projected AVA as of June 30, 2019</td>
<td></td>
<td>$25,751,831</td>
<td></td>
</tr>
<tr>
<td>Projected MVA as of June 30, 2019*</td>
<td>$6,105,477</td>
<td>$25,766,076</td>
<td></td>
</tr>
<tr>
<td>Projected New Entrant Liability Balances as of June 30, 2019</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Projected Unfunded AAL (UAAL) as of June 30, 2019</td>
<td>$2,616,483</td>
<td>$1,892,856</td>
<td></td>
</tr>
<tr>
<td>27-year Level Percent of Pay Amortization Factor</td>
<td>16.021720</td>
<td>16.021720</td>
<td></td>
</tr>
<tr>
<td>UAAL Amortization Payment</td>
<td>$163,308</td>
<td>$118,143</td>
<td></td>
</tr>
<tr>
<td>Payroll as of June 30, 2018</td>
<td>$2,284,110</td>
<td>$5,497,631</td>
<td></td>
</tr>
<tr>
<td>Projected Payroll as of June 30, 2019</td>
<td>$2,398,067</td>
<td>$5,668,058</td>
<td></td>
</tr>
<tr>
<td>Payroll Projected to Next Fiscal Year</td>
<td>$2,434,953</td>
<td>$5,755,242</td>
<td></td>
</tr>
<tr>
<td>UAAL Contribution Rate</td>
<td>6.71%</td>
<td>2.05%</td>
<td>4.66%</td>
</tr>
<tr>
<td>New Entrant UAAL Balance (Payroll * NE UAAL rate * 27-year amort. factor)</td>
<td>$</td>
<td>1,790,426</td>
<td></td>
</tr>
<tr>
<td>25-Year Level Dollar Amortization Factor</td>
<td></td>
<td>11.605569</td>
<td></td>
</tr>
<tr>
<td>Level Dollar Payment/(Credit)</td>
<td>$</td>
<td>154,273</td>
<td></td>
</tr>
</tbody>
</table>
### Queen Anne's County New Entrant Liability Payment/(Credit) Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Balance before Payment/(Credit) #</th>
<th>Payment/(Credit) #</th>
<th>Interest*</th>
<th>Principal</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31, 2019</td>
<td>$1,855,921</td>
<td>$154,273</td>
<td>$65,495</td>
<td>$88,778</td>
<td>$1,701,648</td>
</tr>
<tr>
<td>December 31, 2020</td>
<td>1,828,421</td>
<td>154,273</td>
<td>126,773</td>
<td>27,500</td>
<td>1,674,148</td>
</tr>
<tr>
<td>December 31, 2021</td>
<td>1,798,872</td>
<td>154,273</td>
<td>124,724</td>
<td>29,549</td>
<td>1,644,599</td>
</tr>
<tr>
<td>December 31, 2022</td>
<td>1,767,122</td>
<td>154,273</td>
<td>122,523</td>
<td>31,750</td>
<td>1,612,849</td>
</tr>
<tr>
<td>December 31, 2023</td>
<td>1,733,006</td>
<td>154,273</td>
<td>120,157</td>
<td>34,116</td>
<td>1,578,733</td>
</tr>
<tr>
<td>December 31, 2024</td>
<td>1,696,349</td>
<td>154,273</td>
<td>117,616</td>
<td>36,567</td>
<td>1,542,076</td>
</tr>
<tr>
<td>December 31, 2025</td>
<td>1,656,961</td>
<td>154,273</td>
<td>114,885</td>
<td>39,388</td>
<td>1,502,688</td>
</tr>
<tr>
<td>December 31, 2026</td>
<td>1,614,638</td>
<td>154,273</td>
<td>111,950</td>
<td>42,323</td>
<td>1,460,365</td>
</tr>
<tr>
<td>December 31, 2027</td>
<td>1,569,162</td>
<td>154,273</td>
<td>108,797</td>
<td>45,476</td>
<td>1,414,889</td>
</tr>
<tr>
<td>December 31, 2028</td>
<td>1,520,298</td>
<td>154,273</td>
<td>105,409</td>
<td>48,864</td>
<td>1,366,025</td>
</tr>
<tr>
<td>December 31, 2029</td>
<td>1,467,794</td>
<td>154,273</td>
<td>101,769</td>
<td>52,504</td>
<td>1,313,521</td>
</tr>
<tr>
<td>December 31, 2030</td>
<td>1,411,378</td>
<td>154,273</td>
<td>97,857</td>
<td>56,416</td>
<td>1,257,105</td>
</tr>
<tr>
<td>December 31, 2031</td>
<td>1,350,759</td>
<td>154,273</td>
<td>93,654</td>
<td>60,619</td>
<td>1,196,486</td>
</tr>
<tr>
<td>December 31, 2032</td>
<td>1,285,624</td>
<td>154,273</td>
<td>89,138</td>
<td>65,135</td>
<td>1,131,351</td>
</tr>
<tr>
<td>December 31, 2033</td>
<td>1,215,637</td>
<td>154,273</td>
<td>84,286</td>
<td>69,987</td>
<td>1,061,364</td>
</tr>
<tr>
<td>December 31, 2034</td>
<td>1,140,436</td>
<td>154,273</td>
<td>79,072</td>
<td>75,201</td>
<td>986,163</td>
</tr>
<tr>
<td>December 31, 2035</td>
<td>1,059,632</td>
<td>154,273</td>
<td>73,469</td>
<td>80,804</td>
<td>905,359</td>
</tr>
<tr>
<td>December 31, 2036</td>
<td>972,808</td>
<td>154,273</td>
<td>67,449</td>
<td>86,824</td>
<td>818,535</td>
</tr>
<tr>
<td>December 31, 2037</td>
<td>879,516</td>
<td>154,273</td>
<td>60,981</td>
<td>93,292</td>
<td>725,243</td>
</tr>
<tr>
<td>December 31, 2038</td>
<td>779,274</td>
<td>154,273</td>
<td>54,031</td>
<td>100,242</td>
<td>625,001</td>
</tr>
<tr>
<td>December 31, 2039</td>
<td>671,564</td>
<td>154,273</td>
<td>46,563</td>
<td>107,710</td>
<td>517,291</td>
</tr>
<tr>
<td>December 31, 2040</td>
<td>555,829</td>
<td>154,273</td>
<td>38,538</td>
<td>115,735</td>
<td>401,556</td>
</tr>
<tr>
<td>December 31, 2041</td>
<td>431,472</td>
<td>154,273</td>
<td>29,916</td>
<td>124,357</td>
<td>277,199</td>
</tr>
<tr>
<td>December 31, 2042</td>
<td>297,850</td>
<td>154,273</td>
<td>20,651</td>
<td>133,622</td>
<td>143,577</td>
</tr>
<tr>
<td>December 31, 2043</td>
<td>154,273</td>
<td>154,273</td>
<td>10,696</td>
<td>143,577</td>
<td>-</td>
</tr>
</tbody>
</table>

*Interest calculated at 7.45% through the payment date.

#If there is a positive balance, this represents a payoff amount to eliminate future liability payments assuming all prior payments were made in a timely manner. Please contact the SRA prior to submitting payment for a payoff.
TO: Queen Anne’s County Commissioners  
FROM: Beverly A. Churchill  
Director, Human Resources  
DATE: June 17, 2019  
SUBJECT: Draft Standard Operating Policy  

ACTION ITEM  

Attached are revised policies for your consideration.  

Employee Assistance Policy has been reviewed by our provider, Behavioral Health Services. The changes demonstrate the broad array of services available to employees and their household free of charge through the Employee Assistance Program. This policy has also been reviewed by the Employee Communication and Morale Committee.  

The Commercial Driver’s License Reimbursements has been revised to facilitate an upcoming change in the Federal Motor Carrier standards requiring us to provide drivers’ license numbers to them. They are establishing a pool to monitor drivers who have positive drug tests. This policy has been reviewed by the Employee Communication and Morale Committee.  

The Identification Badge Policy has been updated with some minor changes as recommended by the Active Threat Workgroup.  

Telephone Usage Policy has been revised to meet the changing technology with cellular telephones. This policy has been reviewed by IT.  

Meal and Work Breaks Policy has been updated to encourage work breaks be utilized to enhance wellness as recommend by the Wellness Committee.  

If you wish to adopt these new and revised policies, please make a motion similar to this:  

MOTION:  
I move that the above stated policies be adopted as presented, effective in seven business days.
1. **PURPOSE:** To establish a procedure for assisting employees and household members by offering an Employee Assistance Program to promote mental health and well-being, with personal problems which may affect the work situation, or to aid those employees and family members who voluntary wish to use the program to resolve a personal problem.

2. **APPLICABILITY/ELIGIBILITY:** The Employee Assistance Program (EAP) is being offered to full-time and percentage part-time employees in the Classified Service, the Professional and Executive service, and County Commissioners Elected Officials and their family members, household members.

3. **PROCEDURE:**

   3.1 Queen Anne's County will encourage employees and household members who are experiencing personal problems to take advantage of the assessment, counseling and referral services available on a voluntary basis through the EAP. The EAP can be a resource for problems which may include emotional issues, and mental issues, relationship, grief, stress, family concerns, alcohol and drug problems, childcare, eldercare, and questions related to financial, and legal concerns. Early intervention and assistance minimizes the adverse personal/family life and job performance.

   3.1.1 To contact an EAP Representative call 1-800-327-2251 or go online at www.bhsonline.com or portal.bhsonline.com, password ESMEC.

   3.2 Queen Anne's County believes that an employee's job performance may also be affected when a member of his or her family is experiencing personal issues. For this reason, the County extends the same offer of referral to family household members of an eligible employee. Family household members for purposes of
this policy are defined by the EAP.

3.3 The County encourages employees who become aware that a co-worker is experiencing personal problems to suggest that the co-worker contact the EAP for assistance.

3.4 Employees or family members who seek assistance voluntarily will be able to do so with complete anonymity and confidentiality within the limits of state and federal law. It is understood that federal and state laws require the disclosure of certain information when an EAP clinician or consultant has reasonable suspicion that physical or sexual abuse or neglect of a child or vulnerable adult has occurred, or when there is a threat of harm to oneself or another person by an employee or family member seeking EAP services, or when client records are subpoenaed by a court of law for good cause. In those situations, the EAP will report to the appropriate authorities - not to the workplace, unless there is a danger/risk to the work environment.

3.5 Queen Anne's County recognizes that management and supervisory personnel do not have the professional qualifications to make any diagnosis or judgment about an employee's personal problems. Therefore, referrals for assessment, counseling, and referral to outside EAP resources should be at the employee's request and/or on the basis of job-related behavior.

3.5.1 Supervisors may seek guidance regarding the proper handling of personnel issues by contacting an EAP Representative at 1-866-594-7292 or www.bhsonline.com, portal.bhsonline.com, password ESMEC.

3.6 Although the EAP is designed to encourage voluntary self-referral, there may be occasions where a manager or supervisor will make a mandatory referral to an employee with consent of an HR representative. If an employee's work performance is inadequate or deficient; his or her behavior is abnormal or otherwise outside commonly accepted standards of conduct or if there is reason to believe a threat of violence may exist, the employee may be directed to participate in an evaluation by an employee assistance program provider. Failure or refusal by an employee to complete the conditions of a mandatory referral to the EAP will result in the implementation of disciplinary process.

Managers and supervisors attempting to have employee behavioral problems addressed must consult with the Director of Human Resources for assistance with specific procedures necessary for a mandatory referral. It is essential that managers and supervisors deal only with acceptable workplace behavior and
QUEEN ANNE'S COUNTY
STANDARD OPERATING POLICIES

avoid giving advice to employees regarding specific medical, emotional or
substance abuse problems.

3.7 Employees utilizing the EAP whether through a voluntary or mandatory referral
are accountable to meeting applicable job performance requirements and
standards.

3.7.1 Employees who voluntarily disclose an alcohol or substance abuse
problem and seek professional assistance shall not be subject to
disciplinary action for making such disclosure. Any such disclosure
must be made prior to the initiation of an investigation into possible
violation of the Drug & Alcohol Use & Testing policy.

3.7.2 In the event of a Drug and Alcohol Policy violation, please reference
separate QAC Drug and Alcohol Policy and be held accountable accordingly.

3.8 It will be the responsibility of management and supervisory personnel to
follow procedures that ensure employees with personal problems that their job
security or opportunities for promotion will not be jeopardized by a voluntary
request and/or referral to the EAP made prior to any job performance concerns.

3.9 An employee’s acceptance, rejection, or failure to respond to treatment make
progress while receiving services does not diminish the employee’s
responsibility to meet required job performance standards.

3.10 In situations requiring an examination of a Queen Anne’s County employee’s
fitness for duty it is not the EAP’s role to provide diagnosis and/or
recommendations regarding an employee’s ability to perform assigned job tasks.
However, the EAP will assist managers and supervisors with referring
the employee to an appropriate medical professional to diagnose and determine
his/her fitness for duty.

3.11 EAP records are the property of the EAP and will be confidentially preserved in
the same manner as all other medical records. Personal information concerning
supervisory referrals will not be revealed to management or to the supervisor
without consent of the employee, and will not be part of the employee’s health
records.

3.12 EAP services (assessment, referral, and follow-up) are free of charge. In some
instances, referrals to service providers outside the EAP may be recommended.
Any costs for services outside of the EAP are the employee’s responsibility. The
employee is also responsible for determining if the outside services
recommended by the EAP are covered under his or her health benefit plan.
3.12.1 For more information on the mental health benefits offered through the County’s health plan, please call 866-773-2884.
1. **PURPOSE:** To establish procedures regarding the reimbursement practices for a Commercial Driver’s License.

2. **APPLICABILITY/ELIGIBILITY:** County Employees required to obtain/maintain a Commercial Driver’s License.

3. **PROCEDURE:**
   3.1 Commercial Driving Licenses
   3.1.1 The County will reimburse the cost of the Commercial Driving License test, and any required endorsements, for which the employee receives a passing grade.

   3.1.2 The County will pay the cost of Commercial Driving license renewals above what is typically charged for a Class “C” (passenger car) license renewal.

   3.1.3 Human Resources will capture CDL driver’s license information for new hires as part of the DOT requirements. Departments will send a copy of the CDL license to Human Resources for any employee who obtains their CDL after the initial hire date. In addition, Human Resources will need a copy of any CDL license updated due to a name change.

   3.2 Department of Transportation Physicals
   3.2.1 The County will offer an allowance for the required Department of Transportation physical. The current amount of the allowance is up to
QUEEN ANNE'S COUNTY
STANDARD OPERATING POLICIES

$100.00. Physical costs exceeding this allowance will be the responsibility of the employee.

3.2.2 The County has arrangements with the following providers. Employees may go to these providers for the Department of Transportation physical. (employees must identify themselves as working for Queen Anne's County Government):

A. Eric Ciganek, MD
B. Health Enhancement
C. Your Doc's In
1. Purpose

This policy is designed to ensure that County employees and approved personnel with contractual services are properly identified and if necessary are provided access/entry to authorized buildings and/or offices.

2. Applicable/Eligible

This policy applies to County employees. In addition, it applies to personnel of contractual services when assigned to a building equipped with proximity readers.

3. Definitions

Access Coordinator - the security liaison for respective Department who is responsible for coordinating badge matters with Division of Information Technology.

Contract Services – Services provided to the County through an outside company with an established contract detailing the scope of services. These services require access to County buildings and/or offices for a specific period of time.

Proximity Reader – electronic access device allowing access into a door via card containing a chip which is programmed with a specific security level.

Temporary Badge – An electronic access card issued to an employee or visitor for a short duration needing access to a building or office equipped with electronic access.

4. Procedure
4.1 General
County employees will be issued an Identification Badge by the Department of Human Resources following the procedures outlined in this policy. The Identification Badge will contain the employee’s name, title, department, and effective date.

The Identification Badge may also operate as an electronic card at certain County buildings and offices. If the employee requires an electronic access to an equipped office door or an equipped building’s entrance, the badge issued will permit authorized electronic access. The security level of access will be established by the Department Director and provided to the designated Access Coordinator.

Employees are required to carry their Identification Badge with them while on duty to ensure citizens know they are official representatives of the County and for those with badges requiring electronic access have the appropriate admittance to authorized doors.

Identification Badges are the property of Queen Anne’s County.

Departments may develop policies for Identification Badges specific to their own use in addition to this policy with approval of the County Administrator. Employees in these departments shall be aware of these policies.

Violations of this policy may compromise the security of County buildings and offices and adversely affect the safety of employees.

4.2 Proper Use of Badge
Identification Badges equipped with electronic access are proximity readers. To use these badges, pass them approximately one (1) to five (5) inches in front of the reader and it will read the badge allowing access based on security level.

Proper badge care will ensure trouble free service. Steps for proper care include:

- Do not bend, cut or otherwise deface the badge
- Do not leave the badge inside a vehicle or use as a tool (scraping ice, opening doors)
- Do not store badge in anything that causes it to bend
- Do not store badge near other magnetized objects
- To the extent possible keep badge separated from other magnetized cards

Report a lost, misplaced, stolen, or damaged badge to the Department Access Coordinator immediately. The Access Coordinator is to immediately disable the badge, thus prohibiting further use. The Access Coordinator may provide a Temporary badge until a replacement badge is issued. Refer to Issuing a Badge for more information.

For problems using an Identification Badge, use the following tips for trouble shooting:
• If the badge does not unlock a door, but the reader does beep and flash, it indicates the badge has not been programmed for the door being accessed, or possibly has been suspended.
• If the badge does not read at any reader and makes no noise when scanned, it indicates the badge is nonfunctional and should be replaced.

The Access Coordinator may provide a Temporary Badge until the problem with a badge is resolved or a replacement badge is issued. Refer to Issuing a Badge for more information.

4.3 Issuing a Badge
The Access Coordinator will provide the Division of Information Technology with a completed Identification Badge Request Form five (5) business days prior to needing access to the system. If the individual will not be added to the Active Directory, the Division of Information Technology will forward the Request Form to the Risk Manager to be entered into the system.

The Access Coordinator will email a photo of the individual to the Risk Manager for use in printing an Identification Badge. If the Access Coordinator is unable to take a photograph, the individual may make arrangements with the Department of Human Resources for the photograph. Photographs should be taken on a plain background.

A replacement badge will be issued by completing the Identification Replacement Request Form and submitting it to the Department of Human Resources. A new photograph may be taken if necessary. A Temporary badge may be issued to the employee until a regular badge is provided.

A Temporary Badge is a generic badge provided by the Access Coordinator that is activated and deactivated for a short duration, normally no more than a week. Typically it is used while waiting for a regular Identification Badge to be issued. Temporary Badges will be returned to the Access Coordinator when the regular badge is available and will be deactivated at that time.

Issuance of an Identification Badge is a privilege. To maintain a badge, the following actions should be avoided:

• Allowing entry of another person into a secured area, except through established procedures.
• Allowing use of access badge by another person.
• Propping open a door to a secured area.
• Abusing access privileges to other departments, if applicable to include accessing departments without approval, outside the scope of duties, or when the department is not staffed.

4.4 Use of Badge Picture
The picture taken at the time of badge issuance will be used in the County’s email and messaging systems. If the employee is not satisfied with the picture, pictures can be retaken for the County’s email and messaging systems once a year unless there are extenuating circumstances that require it to be done at a more frequent interval. Badges WILL NOT be reissued with revised pictures on the badge the employee or someone with a digital camera can retake the picture. The picture must:

- Have a solid color background
- Be professional in appearance
  - The picture can contain only the employee (no animals or children)
  - Clearly show the employee’s face
  - No sunglasses or hats
  - If the IT Department questions the professionalism they will ask the employee’s supervisor for final approval.

Pictures can be retaken for the County’s email and messaging systems once a year unless there are extenuating circumstances that require it to be done at a more frequent interval. Badges WILL NOT be reissued with revised pictures.

4.5 Granting, Revising or Deleting Access Authorization

New Employee – The Department Director must report to the Division of Information Technology the security level requirements for new employees. Refer to Issuing a Badge for more information.

Suspension of Access – An employee who is on leave of absence for thirty (30) days or more or an employee who is suspended from work or put on administrative leave pending an investigation shall have their access privileges suspended until the employee is approved to return to work. The Department Director and Department of Human Resources will work collaboratively to communicate information to the Access Coordinator to suspend and reactivate security privileges.

Revision of Access – When an employee is reassigned or circumstances require a change in security level access to certain buildings and/or offices, the respective Access Coordinator will be responsible for specifying the new access requirements and effective date within five (5) business days.

Separation of Employment – The Access Coordinator must deactivate the separated employee at the end of the day. At time of separation, the Identification Badge will be surrendered by the employee and returned to the Department of Human Resources. In addition, the Access Coordinator or Department Head should notify the Division of Information Technology of the separation of employment to remove the employee from the access system.

4.6 Contractor Identification Badge

Personnel with contractual services may have the need to be properly identified and to be provided access/entry to a building and/or offices. If authorized by a Department Director, notification will be given to the Access Coordinator and the Department of Identification Badge Policy

#700-006
Human Resources to provide the appropriate Identification badge, security level access and expiration date of access.

QUEEN ANNE'S COUNTY
IDENTIFICATION BADGE REQUEST FORM
PLEASE PRINT CLEARLY

Instructions: Forward completed form to Information Technology five (5) days prior to needing Identification Badge. Email photograph of individual to Risk Manager or arrange for him/her to have picture taken by Human Resources.

Badge Holder Name:

First:________________________________________  Last:________________________________________

Date of
Service:Hire:_____________________________________________________

Department/Company:______________________________________________

Position Title:_____________________________________________________

_______________________________________________________________
Access Coordinator Signature  Date
QUEEN ANNE’S COUNTY
IDENTIFICATION REPLACEMENT REQUEST FORM
PLEASE PRINT CLEARLY

Instructions: Forward completed form to Risk Manager. Should a new photograph be needed; email to Risk Manager or arrange for him/her to have picture taken by Human Resources.

Badge Holder Name:
First: ___________________________ Last: ___________________________
Department/Company: ____________________________________________

Reason for Replacement:
_____ Lost
_____ Stolen
_____ Damaged (return card)
_____ Other

_____________________________  __________________________
Employee Signature            Date

_____________________________  __________________________
Access Coordinator Signature   Date
1. **PURPOSE:** To establish a policy for the use of County telephones (non-cellular) and personal cellular telephones or other mobile voice and data communication devices.

2. **APPLICABILITY/ELIGIBILITY:** This policy applies to County employees and County Commissioners.

3. **DEFINITIONS:**

   3.1 Personal Cellular Telephone - For purposes of this policy, a personal cellular telephone is any mobile voice or data communication device (e.g.; Verizon Wireless, or other carrier wireless devices, smart devices - smart phones, watches, air cards, personal digital assistants, mobile data terminals, etc.), blackberry, air cards, mobile data terminals, etc.). Use of County cellular telephones is outlined in the Cellular Telephone Mobile Voice and Data Communication Device Usage Mobile Device Acceptable Use Policy.

4. **PROCEDURE:**

   4.1 County Telephones (non-cellular)

       4.1.1 County telephones (non-cellular) are provided for business purposes to support of the goals and objectives of the County.
4.1.2 The use of County telephones (non-cellular) for frequent local personal calls, personal calls of long duration, for collect personal calls and/or personal long distance calls is prohibited.

4.1.3 Invoices for County telephone usage (non-cellular) are subject to Maryland Public Information Act disclosure. Refer to the Mobile Device Acceptable Use Policy for more information.

4.2 Personal Cellular Telephones

4.2.1 While at work employees are expected to exercise the same discretion in using personal cellular telephones as with County telephones (non-cellular).

4.2.1.1 Frequent and/or lengthy personal calls/texting/facetime/frequent personal use of social media/browsing the internet during the workday interferes with employee productivity and is distracting to others and is therefore prohibited.

4.2.1.2 Personal cellular telephones should be turned to “vibrate” or set with the ringer “off” to minimize disruption to citizens, co-workers and other visitors.

4.2.1.3 Personal cellular telephones should not be used while providing services to citizens.

4.2.2 In general personal cellular telephones shall not be used to take pictures, videos, or audio recordings of County related business.

4.2.2.1 If used to take pictures, videos or audio recordings in the course of legitimate County business as approved by the Department Head, such usage must comply with State and Federal Laws.

4.2.2.2 In no case shall pictures, videos or audio recordings be posted or made available on any website or e-mailed, except by express permission of the Department Head.

4.2.3 County employees are expected to drive with safety as the first consideration.

4.2.3.1 Text messaging is prohibited while driving any County vehicle or operating County motorized equipment.
4.3 Any abuse or inordinate use of County telephones (non-cellular) or personal cellular telephones will be considered misconduct and may result in disciplinary action up to and including termination.
PURPOSE: To provide employees with meal breaks and work breaks during their regular work period.

APPLICABILITY/ELIGIBILITY: Classified and Contractual Employees

PROCEDURE:

3.1 Employees are provided with a meal period of not more than sixty (60) minutes and not less than thirty (30) minutes in length for each eight (8) hour work period.

3.1.1 Supervisors will schedule meal periods to accommodate departmental requirements.

3.1.2 Employees will be relieved of active responsibilities and restrictions during meal periods and will not be compensated for that time. Should an employee be unable to take a meal break due to the workload, the employee will be paid for this time. As such situations may require the payment of overtime, prior supervisory authorization for this overtime is required.

3.1.3 There may be exceptions to providing meal breaks when supervisors are unable to relieve employees of active responsibilities and restrictions such as with Emergency Services providers, Deputies with the Office of the Sheriff, etc. In these cases, the employees will be paid for their meal break.

3.1.4 Typically the meal break is not to be used in a manner that would to shorten an employee’s regular work schedule and/or meal break.
QUEEN ANNE'S COUNTY
STANDARD OPERATING POLICIES

3.2 Employees will be provided with a ten (10) minute paid work break for each four (4) hour work period.

3.2.1 Supervisors will schedule work breaks to accommodate departmental requirements and breaks will only be authorized if the work load permits.

3.2.2 Work breaks are counted and paid as time worked, therefore, employees must not be absent from their work or duty stations beyond the allotted break period.

3.2.3 The ten-minute work break is not to be used in a manner that would lengthen or shorten an employee’s regular work schedule and/or meal break. (For example, employees opting not to use their ten minute break will not be permitted to leave ten minutes early from work.)

3.2.4 The ten-minute work break is on “use it or lose it” basis. Employees will not be permitted to accumulate time in order to lengthen or accrue additional work break time.

3.2.5 Employees are not permitted to take additional work breaks for smoking. In addition, employees are not permitted to divide the ten minute work break into small blocks of time (for example two five-minute breaks) to create multiple smoking breaks.

3.2.6 Work breaks are important to refresh and replenish mental and physical resources and reduce stress. The County encourages employees to utilize work breaks as wellness opportunities when possible. Examples may include stretching or walking.
MEMORANDUM

To: County Commissioners

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

From: James Wood, Public Landings Supervisor

Date: June 26, 2019

Subject: Vehicle Replacement – Maintenance Truck, Public Landings

As part of the systematic replacement of departmental vehicles, the Public Landings Division requests approval to purchase a 2019 one ton pickup truck with utility body, extended cab and long bed with a lift gate. In order to support the county’s snow removal capability a V-plow and four wheel drive is requested. The purchase would be executed by “piggy-backing” on the State of Maryland Department of General Services purchase contract, BPO # 001B9400178 with Apple Ford of Columbia, Maryland. This purchase will replace a 2012 Chevrolet 2500 pickup truck with utility body and lift gate that will be transferred to the Parks and Recreation maintenance shop for use on road calls.

The replacement vehicle will be utilized for general public landings maintenance and project work. It will also be used for county snow removal at schools and other county facilities.

The base cost of the vehicle is $26,390. The additional selected options available on the state contract of extended cab with long bed, utility body, four wheel drive, lift gate, running boards, extra keys and power equipment group yields a total cost of $45,395. See Table 1 and quote from Apple Ford, attached.

The bidder complied with the state’s competitive bid process. Funding for the equipment is available in the approved Public Landings FY 19 and FY 20 Capital Equipment budgets, Project # 330061, and FY19 Additional Equipment 330010-9050 line item. See Table 2, attached.

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

I move that we approve the purchase of a 2019 Ford F350 utility truck in the amount of $45,395 by “piggy-backing” on the State of Maryland Department of General Services purchase contract with Apple Ford of Columbia, Maryland.

cc: Jon Seeman, Finance

File: QACC ACTION ITEM_QA Public Landings utility truck purchase request_Jun 26 2019 mtg agenda item.docx
### Table 1 - Proposed Vehicle Purchase - Landings Utility Truck

<table>
<thead>
<tr>
<th>PO line</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>Ford F350 Extended Cab, Color: White</td>
<td>$26,390.00</td>
</tr>
<tr>
<td>19</td>
<td>4 Wheel Drive</td>
<td>$2,950.00</td>
</tr>
<tr>
<td>25</td>
<td>Utility Body (8' Knapheide 696)</td>
<td>$5,790.00</td>
</tr>
<tr>
<td>30</td>
<td>Lift Gate (Tommy gate alum platform G2)</td>
<td>$3,550.00</td>
</tr>
<tr>
<td>20</td>
<td>Boss v-plow</td>
<td>$5,090.00</td>
</tr>
<tr>
<td>21</td>
<td>Running Boards</td>
<td>$410.00</td>
</tr>
</tbody>
</table>

Subtotal: $44,180.00

Extras
- Extra Keys (w/o Fobs): $90.00
- Power Equipment Group: $1,125.00

Total: $45,395.00

### Table 2 - Capital Equipment Project Funding Status

<table>
<thead>
<tr>
<th>Capital Equipment</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved FY19 Budget for Pickup truck, Project: 330061</td>
<td>$23,000.00</td>
</tr>
<tr>
<td>Approved FY20 Budget for additional cost for 4WD utility, lift gate &amp; snow plow</td>
<td>$20,500.00</td>
</tr>
<tr>
<td>Approved FY19 Additional Equipment Budget, 330010-9050, via budget amendment</td>
<td>$1,895.00</td>
</tr>
</tbody>
</table>

Total Approved Revenue: $45,395.00

Proposed Expenditures:
- Apple Ford, Columbia, MD (F350 with accessories): $45,395.00

Total FY 19 and FY20 Expenditures: $45,395.00

Remaining Budget with Proposed Expenditure: $0.00
June 19, 2019

James Wood  
Public Landings Supervisor  
Queen Anne's County  
Parks and Recreation Department  
Public Landings Division  
1945 4-H Park Rd.  
Centreville, Maryland 21617

Quote for 2019 Ford F350 extended cab pickup. Pricing per MD BPO # 001B9400178 light duty trucks.

<table>
<thead>
<tr>
<th>Vehicle</th>
<th>2019 Ford F350 Extended Cab</th>
<th>$26,390.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line 19</td>
<td>4x4</td>
<td>$2,950.00</td>
</tr>
<tr>
<td>Line 25</td>
<td>Utility Body 8Ft</td>
<td>$5,790.00</td>
</tr>
<tr>
<td>Line 30</td>
<td>Tommy gate G2 Lift gate</td>
<td>$3,550.00</td>
</tr>
<tr>
<td>Line 20</td>
<td>Boss V Plow</td>
<td>$5,090.00</td>
</tr>
<tr>
<td>Line 21</td>
<td>Platform Running Boards</td>
<td>$410.00</td>
</tr>
</tbody>
</table>

| Keys | 2 Extra Keys | $90.00 |

**OPTIONS**  
Additional Opinions Not Included In Quote

| 90L | Power Equipment Group | $1,125.00 |

<table>
<thead>
<tr>
<th>Paint</th>
<th>Oxford White</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trim</td>
<td>Vinyl</td>
</tr>
</tbody>
</table>

**Delivery Days**  
120

**Net Price delivered:** $44,270.00  

Please contact me with any questions, changes, or to finalize your order. I look forward to hearing from you. You can reach me at 443-539-1223 or by e-mail at: Jskipper@AppleFord.com.

[Signature]  
J. Skipper
MEMORANDUM

Date: June 18, 2019

To: County Commissioners

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

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

Subject: FY20 Department of Parks Vehicle Purchase

The Department of Parks is requesting to purchase a 2019 Ford F350 pickup, from Apple Ford, Columbia, Maryland, for $30,965.00 using Maryland Department of General Services Contract. (BPO#001B9400178) This vehicle purchase is part of the approved FY20 Capital Budget. This is an additional vehicle for newly approved Turf Crew.

Requested Action:

I move to authorize the Department of Parks & Recreation to purchase a 2019 Ford F350 pickup, from Apple Ford, Columbia, MD, for $30,965.00 using the Maryland Department of General Services Contract. The funding to come from the Department of Parks & Recreations FY2020 Capital Equipment Budget.
Fleet/Government Sales  
8800 Stanford Blvd. Columbia, MD 21045

June 17, 2019

Mike Watson  
Queen Anne’s County Parks and Recreation  
410-758-3251

Quote for 2019 Ford F350 Crew Cab per MD BPO: 00189400178

<table>
<thead>
<tr>
<th>Vehicle</th>
<th>Type</th>
<th>Line 2</th>
<th>4 Wheel Drive</th>
<th>$27,740.00</th>
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</thead>
<tbody>
<tr>
<td>Line 7</td>
<td></td>
<td>Daytime Running Lights</td>
<td>N/C</td>
<td>$2,975.00</td>
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<tr>
<td>Line 38</td>
<td></td>
<td>Trailer Tow Package (Brake Controller)</td>
<td>$250.00</td>
<td></td>
</tr>
</tbody>
</table>

Paint Oxford White  
Trim Vinyl  
Delivery Days 120  

Net Price delivered: $30,965.00

Please contact me with any questions, changes, or to finalize your order. I look forward to hearing from you. You can reach me at 443-539-1223 or by e-mail at: Jskipper@AppleFord.com.

Thank you,  
Justin Skipper
PARKS AND RECREATION DEPARTMENT
FY 2020 CAPITAL EQUIPMENT

Approved FY20 Capital Equipment $275,000.00

Expenditures:

<table>
<thead>
<tr>
<th>Total FY20 Expenditures</th>
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</thead>
<tbody>
<tr>
<td>Current FY20 Capital Equipment Budget</td>
<td>$275,000.00</td>
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</table>

Proposed Expenditures

<table>
<thead>
<tr>
<th>Item</th>
<th>Actual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 Ford F350 Crew Cab 4 Wheel Drive Pickup</td>
<td>$30,965</td>
</tr>
</tbody>
</table>

FY20 Remaining Budget with Proposed Expenditure $244,035.00
June 5, 2019

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

Dear Mr. Moran,

In accordance with Section 5-105(b) of the Annotated Code of Maryland, the Board of Education requests County Commissioner approval of the transfers listed below between major state categories, for the period ending May 31, 2019.

---

**Major Category: Transportation – Addition $320,000**

- Increased costs of Special Education Student Transportation, including extended school year, driver overtime, school vehicle attendants, driver substitutes, and field trip transportation costs for buses with lifts. Also includes increased homeless transportation needs, athletic transportation and bus repairs.

**Major Category: Fixed Charges – Reduction ($320,000)**

- Anticipated savings due to lower than anticipated teacher and employee retirement, health insurance and workers compensation costs.

---

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

Sincerely,

Andrea M. Kane, Ph.D.
Superintendent

CC: Capt. Beverly Kelley
Board of Education Members

202 Chesterfield Avenue * Centreville, MD 21617 * 410-758-2403 * qacps.org
June 1, 2019

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

Dear Commission President Moran:

Enclosed is an invoice for the dues and assessments for Fiscal Year 2020 as approved at the Winter Conference Business Meeting held on January 3, 2019. The budget was approved with a continuation of a dues freeze from FY 2010, so the dues amount for your jurisdiction remains the same as the last nine years. The Association’s By-Laws provide that unpaid dues and assessments become delinquent after July 31, 2019.

Your participation and support have built a strong and vibrant organization that achieves many legislative victories for county governments. I wanted to take this opportunity to thank you, on behalf of MACo’s Officers and Directors, for the support you and your colleagues have provided the Association and I’d like to share some of MACo’s successes over the past year.

As usual, MACo’s advocacy led to more positive outcomes for its members. Bills that MACo supported had a greater likelihood of passage, while bills MACo opposed had a larger tendency to fail. MACo also helped improve many pieces of legislation through articulating county positions in amendments and will continue to work with State partners in several areas of ongoing administrative improvement.

Next Generation 9-1-1 was one of MACo’s big wins in the 2019 General Assembly. Bi-partisan legislation to fuel enhancements to emergency response systems was the result of several years of advocacy by MACo and its affiliate of county emergency managers. 9-1-1 systems in Maryland are a local responsibility, but the “next generation” technology to pinpoint the location of wireless callers and convey multi-source data to emergency services first responders requires statewide partnership and investment. The passage of Carl Henn’s Law, named for a victim of 9-1-1 issues, represents a partnership to bring Maryland’s 9-1-1 systems to the Next Generation of service – and an $80 million increase in local funding for 9-1-1 centers.

MACo also set a national landmark this year in its defense of county authority. An industry-backed bill on small cell technology would have set a dangerous precedent of usurping local zoning authority by granting wireless businesses a right to attach small cells (up to 28 cubic feet in size) on poles 50 feet high in the public right of way with no substantive local government or
community input. While similar bills have passed in states across the country, advocacy by MACo helped ensure that, for the time-being, in Maryland, small cell technology will continue to advance on a county-by-county basis, through your individual agreements and under your existing authorities to preserve the historically important, culturally significant, and aesthetically designed areas.

Governor Hogan’s 2020 budget as introduced targeted new funding commitments but did not shift any state obligations to local governments, or otherwise decrease state funding for counties. MACo also defeated several pieces of legislation that would have unreasonably eroded county income and property tax bases. While education funding and school construction funding decisions are now expected to come to a head next year, this year’s budget as passed by the General Assembly included $255 million to begin implementing the recommendations of the [Kirwan] Commission on Innovation and Excellence in Education. The budget also dedicated a robust $493 million to school construction.

MACo’s work across all areas includes fending off a variety of unfunded mandates, on subjects ranging from vehicle laws to online data management. In addition, MACo successfully helped stop or reshape intrusive bills on county land use planning, licensing, and employment practices.

Our staff continues to strive for enhanced member communications and to provide professional development opportunities to allow you to grow in your role as an elected official. In addition to our Summer and Winter Conferences, County Administrators and Attorneys Conferences, and our Annapolis Immersion training day, we plan to hold a symposium this June on county successes confronting human trafficking.

MACo’s redesigned website, www.mdcounties.org, highlights advocacy, conference, and county programs offered by MACo, easing information access. We continue to expand the use of the MACo news blog, Conduit Street, and our use of social media. Our Conduit Street podcast, has grown in popularity this year, reaching 1,000 listens per week. The podcast provides insight and updates on issues of county interest from MACo’s Policy Team with guest introductions from elected leaders across the state, including the Governor.

MACo’s various communications outlets serve to keep you better informed on policy issues, professional development opportunities, and happenings in county government. We also gain important ground in advocacy and relationship-building through these efforts as they raise MACo’s profile as a source of political and policy analysis in Annapolis.

We have continued to expand our legislative advocacy efforts. Following the election in 2018, members of MACo’s Policy Team met with every freshman legislator and strengthened relationships with returning Senators and Delegates. We hope you have found our legislative tracking database helpful when accessing legislative information, testimony, and committee reports. We will continue to invest in legislative outreach during the year to connect with members of the General Assembly at critical points during the session.
Our Corporate Partner Program now includes over 30 companies and we have pursued additional sponsorships of other events held throughout the year. These actions have enabled us to keep dues flat for the past nine years, in recognition of the difficulties facing each county’s budget. We will continue to seek cost-saving measures, to ensure MACo members always receive excellent value for their supporting contributions.

As Executive Director, I am pleased to share these successes with you. With your continued support and guidance, I look forward to achieving many more. If you have any questions, please do not hesitate to contact me or MACo’s Administration and Finance Director, Leslie Velasco (lvelasco@mdcounties.org).

Yours truly,

Michael Sanderson
Executive Director

Attachments:  Invoice - FY 2020 Dues and Assessments
Approved Budget - FY 2020
### BILL TO

Queen Anne's County  
107 North Liberty Street  
Centreville, MD 21617

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>RATE</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>FY 2020 Dues &amp; Assessments</td>
<td>15,113.00</td>
<td>15,113.00</td>
</tr>
</tbody>
</table>

Dues contributions allow MACo to provide services that include legislative advocacy, state budget defense, training and educational programs, policy analysis, Conduit Street blog and newsletter, cost-saving opportunities, and other programs and services to Queen Anne's County and its residents.

FID #52-6047837  Please remit payment to: MACo, 169 Conduit Street, Annapolis, MD 21401

| Total   | $15,113.00 |
## MD Association of Counties

### Approved

**FY 2020 Budget**

<table>
<thead>
<tr>
<th>Ordinary Income/Expense</th>
<th>Approved FY 2019 Budget</th>
<th>Projected FY 2019</th>
<th>Approved FY 2020 Budget</th>
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<tr>
<td><strong>Income</strong></td>
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<tr>
<td>Dues and assessments</td>
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<td>876,925</td>
<td>920,771</td>
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<tr>
<td></td>
<td>(311,651)</td>
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<td>Summer Conference Income</td>
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<td>Attendee Income</td>
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<td>Exhibitor Income</td>
<td>281,300</td>
<td>264,900</td>
<td>279,900</td>
</tr>
<tr>
<td>Tech Expo Exhibitor Income</td>
<td>8,000</td>
<td>6,690</td>
<td>6,700</td>
</tr>
<tr>
<td>Golf Income</td>
<td>5,565</td>
<td>4,280</td>
<td>4,000</td>
</tr>
<tr>
<td>Sponsor Income</td>
<td>105,000</td>
<td>112,350</td>
<td>115,000</td>
</tr>
<tr>
<td>Total Summer Conference Income</td>
<td>813,461</td>
<td>822,545</td>
<td>856,338</td>
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<tr>
<td>Annual winter meeting</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Exhibitor income</td>
<td>19,600</td>
<td>19,600</td>
<td>17,350</td>
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<tr>
<td>Attendee Income</td>
<td>140,674</td>
<td>140,674</td>
<td>156,570</td>
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<td>Sponsorship</td>
<td>45,000</td>
<td>45,000</td>
<td>52,000</td>
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<td>Total Annual winter meeting</td>
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<td>225,920</td>
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<td>MACo Hosted Meetings</td>
<td>8,000</td>
<td>8,000</td>
<td>8,000</td>
</tr>
<tr>
<td>Directory sales/adv.</td>
<td>4,250</td>
<td>4,250</td>
<td>500</td>
</tr>
<tr>
<td>Corporate Partner</td>
<td>182,500</td>
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<td>296,000</td>
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<td>LGIT Inst Value Fee</td>
<td>155,405</td>
<td>155,405</td>
<td>160,067</td>
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<td>NACo PEB, LLC - Nationwide</td>
<td>180,000</td>
<td>180,000</td>
<td>180,000</td>
</tr>
<tr>
<td>Investment Income</td>
<td>40,000</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Enterprise Programs</td>
<td>54,000</td>
<td>49,000</td>
<td>53,753</td>
</tr>
<tr>
<td>Miscellaneous Revenue</td>
<td>1,025</td>
<td>1,025</td>
<td>1,025</td>
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<td>Total Income</td>
<td>2,520,840</td>
<td>2,524,923</td>
<td>2,744,374</td>
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<tr>
<td><strong>Expense</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>1,011,897</td>
<td>961,879</td>
<td>1,009,920</td>
</tr>
<tr>
<td>EPA</td>
<td>40,476</td>
<td>38,475</td>
<td>40,397</td>
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<td>Session support</td>
<td>5,626</td>
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<td>7,500</td>
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<tr>
<td>Organizational support</td>
<td>16,750</td>
<td>16,750</td>
<td>13,600</td>
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<td>Social security</td>
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<td>68,000</td>
<td>75,085</td>
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<tr>
<td>Leave Buy Back</td>
<td>10,000</td>
<td>8,500</td>
<td>10,000</td>
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<tr>
<td>Health Benefits</td>
<td>159,140</td>
<td>150,045</td>
<td>165,890</td>
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<tr>
<td>Life insurance</td>
<td>4,715</td>
<td>4,715</td>
<td>4,618</td>
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<tr>
<td>Retirement</td>
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<td>104,607</td>
<td>109,383</td>
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<td>Disability</td>
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<td>8,433</td>
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<td>4,332</td>
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<td>Utilities/janitorial</td>
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<td>Parking/mileage</td>
<td>31,189</td>
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<td>31,875</td>
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<td>Travel</td>
<td>40,268</td>
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<td>Presidential Initiatives</td>
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<td>Office supplies</td>
<td>9,487</td>
<td>9,487</td>
<td>6,132</td>
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<td>5,472</td>
<td>5,592</td>
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<td>12,812</td>
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<td>Postage</td>
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<td>980</td>
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<td>13,993</td>
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<td>1,893</td>
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<td>Technology/Equipment maintenance</td>
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<td>Enterprise Program</td>
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<td>13,500</td>
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<tr>
<td>Miscellaneous contingency</td>
<td>15,000</td>
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<td>Summer conference expense</td>
<td>434,923</td>
<td>424,618</td>
<td>447,642</td>
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<td>Winter meeting expense</td>
<td>202,028</td>
<td>202,028</td>
<td>212,168</td>
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<td>Director/committee mtgs</td>
<td>33,392</td>
<td>29,629</td>
<td>19,889</td>
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<td>MACo Hosted Meetings</td>
<td>9,970</td>
<td>19,778</td>
<td>20,213</td>
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<tr>
<td><strong>Total Expense</strong></td>
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<td>2,259,729</td>
<td>2,375,538</td>
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<tr>
<td><strong>Net Ordinary Income</strong></td>
<td>179,393</td>
<td>265,195</td>
<td>368,835</td>
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</table>
Dear Commissioners:

The Board members of the Queen Anne’s County Community Partnerships for Children and Families, our Local Management Board, respectfully submit the following candidates for nomination to the Board. If approved by the Commission, their terms will begin on July 1, 2019 and last for three years.

- Angie Marsh
- Colleen Thomas
- Anna Fox

The Community Partnerships Board is also submitting the following persons to be re-appointed to a second three-year term ending June 30, 2022.

- Karla Altamirano
- Michelle Johnson

The following people will serve on the Board as an agency representative and will serve for as long as they are in that position at the agency:

- Lauren Scearce, Department of Juvenile Services
- Jason Mullen, Chesapeake College
- Maynard Nash, Director, County Ride

Regrettably, the following Board members terms will expire or otherwise will no longer be Board members after June 30, 2019.

- Peg Anawalt
- Meredith Braden
- Brad Engel
- Pastor Mark Farnell
- Joe Grabis
- Claire Johnson
For your information, the Board appointed the following members to the Executive Committee for fiscal year 2020:

- President: Mary Ann Thompson
- Vice President/Secretary: Jamie Williams
- Treasurer: Kathryn Dilley

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

- I move to appoint Angie Marsh, Colleen Thomas, and Anna Fox to the Board of the Queen Anne's County Community Partnerships for Children and Families effective July 1, 2019 to serve a three-year term ending June 30, 2022.

- I move to appoint Lauren Scearce, Jason Mullen, and Maynard Nash to the Board of the Queen Anne's County Community Partnerships for Children and Families effective July 1, 2019 to serve for as long as they hold their current professional positions.

- I move to reappoint Karla Altamirano and Michelle Johnson to a second three-year term ending June 30, 2022.

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

Sincerely,

Joe Grabis
Board President

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

s:\cplc\lmb info\lmb\19\board membership\final slate presented to the county commissioners fy 20.docx
QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY2019

Description of expenditure/revenue accounts to

<table>
<thead>
<tr>
<th>Fund</th>
<th>Account Code</th>
<th>Increase (Decrease)</th>
<th>Amount</th>
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<tr>
<td></td>
<td></td>
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<td>$ 79,045</td>
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<td>$ 79,045</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>$ 59,284</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$ 19,761</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>79,045</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>19,761</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(19,761)</td>
</tr>
</tbody>
</table>

Justification:

The Department of Homeland Security awarded the Queen Anne's County Sheriff's Office a Port Security Grant in the amount of $59,284.

As a condition of this award, they are required to contribute a cost match in the amount of $19,761 of non-Federal funds, or 25 percent of the total approved project costs of $79,045.

The grant performance period is from 09/01/2018 thru 08/31/2021.

Requester printed Department:

Requester signature & date:

Finance Director Approval & date:

County Administrator Approval & date:
Blackwater Distilling, Inc. 
c/o Jonathan Cook 
184 Log Canoe Circle 
Stevensville MD 21666 

Dear Mr. Cook:

Enclosed please find the Memorandum Opinion and Order in the above-referenced case, as the result of the hearing before the Fire Prevention Commission on April 18, 2019.

If you are dissatisfied with the Commission’s Order, you have the right to appeal the Order to circuit court within thirty (30) days from the date you received the Order. The procedures governing judicial review of an administrative decision are set out at State Government Article, §10-222 of the Annotated Code of Maryland and Maryland Rules 7-201 through 7-210.

Sincerely,

Heidi Ritchie, Secretary 
Fire Prevention Commission

Emailed cc: 
Fire Prevention Commission Members 
Susan Howe Baron, Assistant Attorney General for Commission 
Mark H. Bowen, Assistant Attorney General for State Fire Marshal 
Brian S. Geraci, State Fire Marshal 
Jeffrey C. Morgan, Assistant Chief, Queen Anne’s County Fire Marshal’s Office
BEFORE THE FIRE PREVENTION COMMISSION

BLACKWATER DISTILLING, INC., *

Petitioner,

v.

QUEEN ANNE’S COUNTY FIRE MARSHAL,

Respondent.

Case No. 18-02

MEMORANDUM OPINION AND ORDER

I. Introduction

Currently pending before this Commission is the appeal of Blackwater Distilling, Inc. ("Blackwater Distilling"), an establishment located at 405 Cleat Street in Stevensville in Queen Anne’s County, Maryland. The Queen Anne’s County Fire Marshal has determined that “[u]pon adding live entertainment, this occupancy would be considered a Nightclub and be required to meet the Fire Sprinkler requirement under NFPA 101, Section 12.3.5.1 which states that ‘The following assembly types shall be protected throughout by an approved, supervised automatic sprinkler system in accordance with 9.7.1.1(1): (1) Dance halls; (2) Discotheques; (3) Nightclubs: (4) Assembly occupancies with festival seating.’” Blackwater Distilling contends that it is a bar or a tavern that will occasionally offer live entertainment rather than a nightclub, and that it therefore does not need to be protected by automatic sprinklers.
For the reasons set forth below, this Commission has determined that the addition of live entertainment without dancing or a floor show does not convert Blackwater Distilling from a bar or tavern into a nightclub. However, this Commission nevertheless agrees with the determination of the Queen Anne’s County Fire Marshal that if Blackwater Distilling offers live entertainment, it must install an approved, supervised automatic sprinkler system because it is essential for the safety of the building’s occupants.

II. Issue

If Blackwater Distilling offers live entertainment, should it be required to install an approved, supervised automatic sprinkler system?

III. Procedural History

1. Assistant Chief Jeffrey C. Morgan of the Queen Anne’s County Fire Marshal’s Office conducted a fire plan review of Blackwater Distilling, located at 405 Cleat Street in Stevensville, Maryland. Assistant Chief Morgan noted in his August 6, 2018 Fire Code Plan Review that the Fire Marshal’s Office considers Blackwater Distilling to be a nightclub, and he indicated that it must therefore be protected by an approved, supervised automatic sprinkler system in accordance with § 9.7.1.1 (1) and 12.3.5.1 of NFPA 101 (2015 ed.) (the Life Safety Code).

2. By letter dated September 12, 2018 to Blackwater Distilling, Assistant Chief Morgan explained that “upon further review this office has determined that fire sprinklers shall be required if live entertainment is provided at this proposed location.” The Assistant Chief went on to detail his concerns: Blackwater Distilling
is a mixed use occupancy (assembly and industrial); the building is located on a
dead-end street, which could pose access issues for first-responders; there is no
access to public water; and the building was not built with an assembly use in mind.
The Queen Anne’s County Fire Marshal explained that NFPA 101, Life Safety
Code, § 4.6.1.2 gives him the authority to impose “requirements that are essential
for the safety of building occupants and that are not specifically provided for by this
Code....”

3. In a Fire Code Plan Review dated September 24, 2018, Assistant
Chief Morgan again indicated that “A Fire Sprinkler System shall be required if live
entertainment is provided at this location.”

4. Blackwater Distilling filed the instant appeal of the Queen Anne’s
County Fire Marshal’s September 21, 2018 decision on or about October 2, 2018.

5. The Commission held a hearing in this matter on April 18, 2019.\(^1\)
During the hearing, Assistant Chief Morgan testified on behalf of the Queen Anne’s
County Fire Marshal’s office. Jonathan Cook, the chief operating officer of
Blackwater Distilling, and Michael T. Reardon, the president of Reardon Fire
Consulting, P.C., testified on behalf of Blackwater Distilling.

\(^1\) A hearing in this matter was originally scheduled for February 21, 2019, but on
January 17, 2019, the Commission postponed the hearing at the request of
Blackwater Distilling.
IV. Facts

1. Blackwater Distilling serves primarily alcohol as opposed to food.

2. It is located on a dead-end street, and it does not have access to public water. Its location on a dead-end street with only one access road could pose an access issue for first-responders. Its lack of access to public water could also cause a problem for first-responders in the case of a fire.

3. Blackwater Distilling is a mixed use occupancy: assembly and industrial. It was not originally designed as an assembly occupancy.

4. Blackwater Distilling intends to offer live entertainment, but not dancing. It does not have a stage or room for a stage, and its tables are bolted to the floor.

5. Merriam Webster’s Collegiate Dictionary, Eleventh Edition defines "nightclub" as “a place of entertainment open at night usually serving food and liquor and providing music and space for dancing and often having a floor show.” The same dictionary defines “bar” as “a room or establishment where alcoholic drinks and sometimes food are served,” and it defines “tavern” as “an establishment where alcoholic beverages are sold to be drunk on premises.” The dictionary’s definitions of bar and tavern do not include references to music, dancing, or floor shows.

6. If Blackwater Distilling offers live entertainment without dancing or a floor show, it is not a nightclub. Rather, it is a bar or tavern that offers live entertainment.
7. However, given the factors listed above and cited in the Fire Marshal's decision (Exhibit B) at page 1, the Fire Marshal was well within his discretion to determine that if Blackwater offers live entertainment, it should be protected by an automatic sprinkler system.

V. Conclusions of Law


2. NFPA 101, § 4.6.1.2 provides that "any requirements that are essential for the safety of building occupants and that are not specifically provided for by this Code shall be determined by the authority having jurisdiction."

3. COMAR 29.06.01.03.A provides in pertinent part that "The State Fire Marshal or the legally appointed designee has the authority to make a determination of the applicability of this chapter to any building or condition in it, subject to the right of appeal to the State Fire Prevention Commission as prescribed in COMAR 29.06.02."

---

2 Blackwater Distilling is a mixed use occupancy that includes an assembly use and an industrial use under the same roof; it is located on a dead-end street with only one access road, which could pose an access issue for first-time responders in the event of a fire; it lacks access to public water, which is of major concern in case of a fire; and the building was not built with an assembly use in mind.
VI. Conclusion

Based on the above findings and our review of the above-quoted provisions of the State Fire Prevention Code, incorporating by reference the NFPA 101 (Life Safety Code), this Commission concludes that the Queen Anne’s County Fire Marshal properly exercised his discretion in determining that if Blackwater Distilling offers live entertainment, it must be protected by an approved, supervised automatic sprinkler system. This Commission will therefore affirm, by separate Order, the Queen Anne’s County Fire Marshal’s September 12, 2018 determination that if Blackwater Distilling offers live entertainment, then the installation of an approved automatic sprinkler system at Blackwater Distilling Inc. is essential for life safety.

C. Daniel Davis, Jr.
Chairman, Fire Prevention Commission
BEFORE THE FIRE PREVENTION COMMISSION

BLACKWATER DISTILLING, INC., *

Petitioner, *

v. *

QUEEN ANNE’S COUNTY FIRE MARSHAL, *

Respondent. *

Case No. 18-02

ORDER

For the reasons set forth in the accompanying memorandum, it is this 17th day of May, 2019, by the Fire Prevention Commission,

ORDERED that the appeal of the Blackwater Distilling, Inc. is DENIED, and it is further

ORDERED that the Queen Anne’s County Fire Marshal’s determination that if Blackwater Distilling offers live entertainment, then the installation of an approved automatic sprinkler system at Blackwater Distilling Inc. is essential for life safety, is AFFIRMED.

C. Daniel Davis, Jr.
Chairman, Fire Prevention Commission
Notice of Applications Received for State Permits

June 1, 2019
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 July 1, 2019, unless otherwise noted in the Public Notice.

Tidal Wetlands Division - (410) 537-3837

Queen Anne's County

201960450/19-WL-0318: DELMARVA POWER AND LIGHT COMPANY, PO Box 1739, Salisbury, Maryland 21802, has applied to horizontally directional drill three 4-inch conduit electric utility lines approximately 665 linear feet under the tidal waters of Cox Creek at a minimum depth of 25 feet below the substrate. The purpose of this project is to improve existing electric utilities. The proposed project is located within the tidal waters on Cox Creek at Thompson Creek Road, Stevensville, Queen Anne’s County, Maryland 21666. For more information, please contact Matthew Parsons at Matthew.Parsons1@maryland.gov or at 410-537-3541.

201960687/19-WL-0460: QUEEN ANNE’S COUNTY, DEPARTMENT OF PARKS AND RECREATION, 1945 4-H Park Road, Centreville, Maryland 21617, has applied to mechanical or hydraulic maintenance dredge a 5,243-foot long by 50 to 157-foot wide channel to a depth of 5.0 feet at mean low water; and to deposit approximately 22,681 cubic yards of dredged material at an approved upland disposal site located at 421 Watson Rd, Centreville, MD; and to provide for periodic maintenance dredging for six years. Additionally, the applicant proposes to collect four (4) sediment cores at a depth of 6.0 feet at mean low water. The purpose of this project is to improve navigation. The proposed project is located within the tidal waters on Corsica River at Front Street, Centreville, Queen Anne’s County, MD 21617. For more information, please contact Megan Spindler at Megan.Spindler@maryland.gov 410-537-3622.
June 3, 2019

Todd R. Mohn, P.E., County Administrator
Queen Anne’s County
107 N Liberty St.
Centreville, MD 21617

RE: Request for Funding
Colby/Willow Branch Broadband Pilot Project

Dear Mr. Mohn:

On the behalf of Governor Larry Hogan and Lieutenant Governor Boyd K. Rutherford, it is my pleasure to inform you that your funding request for the Fiscal Year 2019 Broadband Pilot Program has been approved in the amount of $100,000. Specifically, these funds will be available to assist you with your Colby/Willow Branch broadband expansion project.

This funding is conditional upon execution of a Memorandum of Understanding ("MOU") between Queen Anne’s County and the Maryland Department of Housing and Community Development ("the Department"). The Governor’s Office of Rural Broadband provides financial assistance for the Broadband Pilot Program through the Department. On behalf of the Department, the Office of the Attorney General is preparing a draft MOU and will be in contact with your office in the near future to discuss the specific terms involved.

Again, congratulations on your award. If I may be of further assistance on this or any other matter, please do not hesitate to contact me or Kenrick Gordon, Director of the Governor’s Office of Rural Broadband at 301-429-7426 or kenrick.gordon@maryland.gov.

Sincerely,

Kenneth C. Holt
Secretary

cc: Kenrick Gordon, Directory, Governor’s Office of Rural Broadband
June 3, 2019

Todd R. Mohn, P.E., County Administrator
Queen Anne’s County
107 N Liberty St.
Centreville, MD 21617

RE: Request for Funding
Grove Creek Broadband Pilot Project

Dear Mr. Mohn:

On the behalf of Governor Larry Hogan and Lieutenant Governor Boyd K. Rutherford, it is my pleasure to inform you that your funding request for the Fiscal Year 2019 Broadband Pilot Program has been approved in the amount of $100,000. Specifically, these funds will be available to assist you with your Grove Creek broadband expansion project.

This funding is conditional upon execution of a Memorandum of Understanding (“MOU”) between Queen Anne’s County and the Maryland Department of Housing and Community Development (“the Department”). The Governor’s Office of Rural Broadband provides financial assistance for the Broadband Pilot Program through the Department. On behalf of the Department, the Office of the Attorney General is preparing a draft MOU and will be in contact with your office in the near future to discuss the specific terms involved.

Again, congratulations on your award. If I may be of further assistance on this or any other matter, please do not hesitate to contact me or Kenrick Gordon, Director of the Governor’s Office of Rural Broadband at 301-429-7426 or kenrick.gordon@maryland.gov.

Sincerely,

Kenneth C. Holt
Secretary

cc: Kenrick Gordon, Directory, Governor’s Office of Rural Broadband
Date: June 14, 2019

To: County Commissioners

From: E. Michael Wisnosky, AICP, Director, Planning and Zoning
      Steve Cohoon, Facilities Planner

Re: FY 2020 Impact Fee Schedule

The purpose of impact fees is to require new development to pay its fair and proportionate share towards the cost of capital improvements required to support new growth. Impact fees are also charged to insure that public facilities are available in a timely and well planned manner as development occurs.

Queen Anne's County collects impact fees when new homes or new non-residential buildings are constructed based on the square footage of the new building. When new residential construction occurs, impact fees are collected for Public Schools, Public Parks, and the Volunteer Fire Departments. Non-residential development impact fees are collected for the Volunteer Fire Departments.

On July 1st of each year, the amount of the residential development impact fee is automatically adjusted to account for inflationary increases in construction costs. Section 18:3-6.B(1) establishes the utilization of the most recent twenty-city annual national average data from the Engineering News Record Construction Cost Index for this inflationary adjustment. This year the increase is 1.8%. Attached is the FY 20 Impact Fee Schedule.

This increase is automatic each year however Section 18:3-6.C of the County Code allows the County Commissioners to waive the inflation adjustment for any given fiscal year retaining the existing fee schedule.
QUEEN ANNE'S COUNTY
FY 2020 IMPACT FEE REVISION

FY 2020 July 1, 2019 - June 30, 2020

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<th>Index</th>
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<tr>
<td>Parks &amp; Rec (per sq ft)</td>
<td>0.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total (per sq ft)</td>
<td>5.58</td>
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</table>

NON RESIDENTIAL

<table>
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<tr>
<th>Area Type</th>
<th>Total Impact Fee</th>
<th>Reduction Inside Growth Area = 50%</th>
<th>Reduction Outside Growth Area = 25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comm/Shop Ctr 50,000 sf or less</td>
<td>1.79</td>
<td>0.90</td>
<td>1.34</td>
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<tr>
<td>Comm/Shop Ctr 50,001-100,000 sf</td>
<td>1.54</td>
<td>0.77</td>
<td>1.15</td>
</tr>
<tr>
<td>Comm/Shop Ctr 100,001-200,000 sf</td>
<td>1.37</td>
<td>0.69</td>
<td>1.03</td>
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<tr>
<td>Comm/Shop Ctr over 200,000 sf</td>
<td>1.23</td>
<td>0.62</td>
<td>0.92</td>
</tr>
<tr>
<td>Office 25,000 sf or less</td>
<td>2.48</td>
<td>1.24</td>
<td>1.86</td>
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<tr>
<td>Office 25,001-50,000 sf</td>
<td>2.35</td>
<td>1.18</td>
<td>1.76</td>
</tr>
<tr>
<td>Office 50,001-100,000 sf</td>
<td>2.21</td>
<td>1.11</td>
<td>1.66</td>
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<tr>
<td>Office over 100,000 sf</td>
<td>2.09</td>
<td>1.05</td>
<td>1.57</td>
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<td>Business Park</td>
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<td>Light Industrial</td>
<td>1.43</td>
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<td>1.07</td>
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<tr>
<td>Warehousing</td>
<td>0.80</td>
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<td>0.60</td>
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<tr>
<td>Institutional</td>
<td>0.49</td>
<td>0.25</td>
<td>0.37</td>
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Queen Anne's County Impact Fees Collected

<table>
<thead>
<tr>
<th></th>
<th>FY 18</th>
<th>FY 17</th>
<th>FY 16</th>
<th>FY 15</th>
<th>FY 14</th>
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<tr>
<td>Schools</td>
<td>$1,203,103</td>
<td>$1,349,401</td>
<td>$1,230,994</td>
<td>$1,249,332</td>
<td>$1,722,744</td>
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<td>Fire Depts.</td>
<td>$215,044</td>
<td>$231,861</td>
<td>$238,995</td>
<td>$234,123</td>
<td>$304,012</td>
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<tr>
<td>Parks Dept.</td>
<td>$174,273</td>
<td>$180,042</td>
<td>$149,158</td>
<td>$155,179</td>
<td>$206,276</td>
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<tr>
<td>Total</td>
<td>$1,592,420</td>
<td>$1,761,304</td>
<td>$1,619,147</td>
<td>$1,638,634</td>
<td>$2,233,032</td>
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</table>
The dollar value of total construction put-in-place showed a seasonally adjusted monthly escalation rate of 0.0% in April, following a rate of −0.9% in March, according to the U.S. Dept. of Commerce’s seasonally adjusted data. On a yearly basis, total construction was 1.2% lower than April 2018. The private sector saw a 6.0% decrease from a year ago, while public work experienced a 15.1% increase. Non-residential construction in both markets experienced decreases compared to this time last year, while residential work dropped in both sectors.
CONSTRUCTION ECONOMICS

Plywood prices fell 0.1% in April, following a 0.7% increase in March, according to the Bureau of Labor Statistics' producer price index. The annual index sits 11.1% lower than it was at this time last year for the second consecutive month. ENR's 20-city average price for pine 2x4s fell 0.8% in June, while yearly prices are down 13.8%. Prices for the most popular species of 2x4s are down 8.6% from June 2018's level, while monthly prices have decreased 1.9%, according to ENR's data. Monthly plywood prices fell 0.9%, while yearly prices are 8.6% lower than this time last year.

ENR's Materials Prices For June 2019

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>PRICE</th>
<th>%MONTH</th>
<th>%YEAR</th>
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</thead>
<tbody>
<tr>
<td><strong>20-CITY AVERAGE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2&quot; X 4&quot; S4S</td>
<td>MFS</td>
<td>602.76</td>
<td>-0.8</td>
<td>-13.8</td>
</tr>
<tr>
<td>Pine</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fir</td>
<td></td>
<td>555.18</td>
<td>-0.5</td>
<td>-3.3</td>
</tr>
<tr>
<td>Common</td>
<td></td>
<td>559.15</td>
<td>-1.9</td>
<td>-8.6</td>
</tr>
<tr>
<td>2&quot; X 6&quot; S4S</td>
<td>MFS</td>
<td>620.11</td>
<td>0.0</td>
<td>-8.5</td>
</tr>
<tr>
<td>Common</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2&quot; X 8&quot; S4S</td>
<td>MFS</td>
<td>642.62</td>
<td>+0.5</td>
<td>-7.9</td>
</tr>
<tr>
<td>Common</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2&quot; X 10&quot; S4S</td>
<td>MFS</td>
<td>672.70</td>
<td>-2.1</td>
<td>-6.8</td>
</tr>
<tr>
<td>Plywood</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plyform</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>¾&quot; Thick</td>
<td>MFS</td>
<td>606.65</td>
<td>-0.9</td>
<td>-8.7</td>
</tr>
<tr>
<td>Plyform</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gypsum Board: Regular</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>¼&quot;</td>
<td>MFS</td>
<td>439.89</td>
<td>+0.6</td>
<td>-17.8</td>
</tr>
<tr>
<td>Particaleboard: Underlayment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>⅛&quot; Thick</td>
<td>MFS</td>
<td>282.49</td>
<td>+2.6</td>
<td>+4.9</td>
</tr>
<tr>
<td>Roofing Insulation</td>
<td>SF</td>
<td>8.51</td>
<td>-0.8</td>
<td>+2.9</td>
</tr>
<tr>
<td>Wall Insulation</td>
<td>SF</td>
<td>6.21</td>
<td>+1.4</td>
<td>+3.4</td>
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<tr>
<td><strong>BLS PRODUCER PRICE INDEX: APRIL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Gypsum building products</td>
<td></td>
<td>278.1</td>
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<tr>
<td>manufacturing</td>
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<td>1391.100</td>
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<tr>
<td>Softwood lumber</td>
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<td>218.60</td>
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<tr>
<td>Plywood</td>
<td></td>
<td>210.40</td>
<td>+0.1</td>
<td>-11.1</td>
</tr>
</tbody>
</table>

As of April 2019, ENR will be publishing BLS producer price index numbers for lumber products.
CONSTRUCTION ECONOMICS

Lumber, Plywood, Plyform For June 2019

City prices reflect quotes from single sources and can be volatile. They are not meant to be the prevailing price for a city. Data are a mix of list and transaction prices and may include ENR estimates. Do not compare prices between locations. Use city information to analyze national trends.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNFT</th>
<th>ATLANTA</th>
<th>BALTIMORE</th>
<th>BIRMINGHAM</th>
<th>BOSTON</th>
<th>CHICAGO</th>
<th>CINCINNATI</th>
<th>CLEVELAND</th>
<th>DALLAS</th>
<th>DENVER</th>
<th>DETROIT</th>
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</thead>
<tbody>
<tr>
<td>2&quot; x 4&quot; S4S</td>
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<td>+651.16</td>
<td>643.17</td>
<td>+612.92</td>
<td>656.72</td>
<td>+545.00</td>
<td>562.21</td>
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<td>-622.85</td>
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<td>560.72</td>
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<td>+574.86</td>
<td>607.61</td>
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<td>-500.94</td>
<td>-571.46</td>
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<tr>
<td>COMMON</td>
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<td>611.70</td>
<td>632.13</td>
<td>563.73</td>
<td>633.00</td>
<td>-629.90</td>
<td>-640.00</td>
<td>-541.45</td>
<td>609.95</td>
<td>-587.10</td>
<td>-654.00</td>
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<tr>
<td>2&quot; x 8&quot; S4S</td>
<td>MEBF</td>
<td>643.65</td>
<td>622.50</td>
<td>618.96</td>
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<tr>
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<td>684.27</td>
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</tr>
<tr>
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<td>1140.67</td>
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<td>1060.09</td>
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<tr>
<td>PLYWOOD</td>
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<td>617.00</td>
<td>619.84</td>
<td>648.40</td>
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<td>-611.32</td>
<td>632.22</td>
<td>-561.56</td>
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<td>234.06</td>
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<td>-292.33</td>
<td>280.93</td>
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<td>PARTICLEBOARD: UNDERLAYMENT</td>
<td>MSF</td>
<td>8.00</td>
<td>9.99</td>
<td>6.92</td>
<td>+8.18</td>
<td>7.94</td>
<td>9.82</td>
<td>9.78</td>
<td>+8.27</td>
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<td>9.77</td>
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<td>ROOFING INSULATION</td>
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<td>6.02</td>
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<td>4.92</td>
<td>6.90</td>
<td>+6.23</td>
<td>6.25</td>
<td>7.16</td>
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</table>

<table>
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<tr>
<th>ITEM</th>
<th>UNFT</th>
<th>KANSAS CITY</th>
<th>LOS ANGELES</th>
<th>MINNEAPOLIS</th>
<th>NEW ORLEANS</th>
<th>NEW YORK</th>
<th>PHILADELPHIA</th>
<th>PITTSBURGH</th>
<th>ST LOUIS</th>
<th>SAN FRANCISCO</th>
<th>SEATTLE</th>
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<tbody>
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<td>502.24</td>
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<td>602.00</td>
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<td>602.00</td>
<td>456.00</td>
<td>602.00</td>
<td>456.00</td>
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<td>-502.40</td>
<td>+502.40</td>
<td>602.00</td>
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<td>602.00</td>
<td>456.00</td>
</tr>
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<td>493.05</td>
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<td>+1050.60</td>
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<td>1221.00</td>
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<td>1049.31</td>
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<td>285.00</td>
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<td>9.90</td>
<td>10.04</td>
<td>7.17</td>
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<td>5.62</td>
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<td>5.88</td>
<td>+6.15</td>
<td>6.18</td>
<td>6.36</td>
<td>7.08</td>
<td>7.02</td>
<td>6.42</td>
<td>6.36</td>
</tr>
</tbody>
</table>

+ SF – denotes price has risen or fallen since previous report, lumber prices copy from a not for sale price, pine and other common lumber prices are those quoted for the most popular species in the area. Quotes are generally delivered prices, some prices may include sales or discounts. Product specification may vary regionally. On what is most commonly used or most accessible in a city, quantities may generally fluctuate.
MEMORANDUM

TO: County Commissioners
   Todd Mohn, County Administrator

FROM: Jean Fabi, Economic Development Manager
       Ashley Chenault, DMO, Tourism Development Coordinator

CC: Economic Development Commission
    Economic Development Incentive Fund Commission

DATE: June 19, 2019

SUBJECT: Monthly Department Report for May 2019

Below is a summary of the activities of the Department of Economic and Tourism Development for the May, 2019:

Economic Development:
Business Retention/Expansion Projects:
• Commercial Carpet Logistics and Sealing Tech, Stevensville. Expansion.
• TechOps, Stevensville.
• Chesapeake Wiper, Stevensville.
• Kent Narrows Marine, Chester. Expansion
• AZZ Enclosures, Millington. Workforce development – Youth Apprenticeship
• Chesapeake Burial Vault, Barclay. Workforce Development – Youth Apprenticeship
• Communications Electronics Systems, Stevensville. Workforce Development – Youth Apprenticeship
• The Edge, Stevensville. Expansion.

New Businesses:
• Levy Metal Enterprises, Queenstown. Relocated from Cambridge. Guitar and specialty props manufacturing. 4 employees
• Family Heating Services, Grasonville. HVAC contractor. 3 employees
• Mountain Horse, LLC, Stevensville. Management consulting firm. 4 employees
• Evan’s Heaven, Centreville. Event venue.
May 2019 Department Report

Events, Meetings, Other Projects:
• Regional Chamber Mixer, Chesapeake College, Wye Mills.
• Rural Maryland Council, Grant Overview.
• Dogwood Acres Pet Resort Groundbreaking.
• Meetings with north county towns to discuss growth.
• Broadband Advisory Committee – review of proposals and submittal of a letter of intent to the Rural Maryland Council for a RMPIF grant for engineering studies.
• Maryland Department of Commerce Tour on July 11
• QAC Agriculture Tour on August 20

Marketing and Promotion:
• Recorded Podcast with Kent Co. Economic Development for WCTR in Chestertown on Workforce Development.
• Continue marketing Opportunity and Enterprise Zone, etc. with targeted Facebook ads.
• Upper Shore Regional Council region marketing project for Opportunity Zones.
• Met with QACTV and Public Information to review and implement department’s social media plan.
• Buy Local Ag products campaign planning for July week long promotion.

Tourism:
Action Items /Meetings:
• Organized Maryland Destination Marketing Meeting at Fisherman’s Inn with statewide colleagues and Maryland Office of Tourism (OTD)
• Facilitated Canadian Travel Writers Familiarization tour of Kent Island & Kent Narrows with Maryland Office of Tourism
• Prepared FACT SHEET and sample itineraries for international tour operators for the IPW conference
• Secured proof of funding letter for Maryland Heritage Area Authority grant for new visitor center technology/presentation
• Facilitated QAC experience in a regional Familiarization tour with journalist Jill Gleeson
• Accepted 6% increase in the FY20 Grant award from Maryland Office of Tourism (grant award increase is based on a 3 performance measure: DMO Expenditures, Accommodation Tax Growth & growth in year over year DMO expenditures)
• Completed “Birding By Boat” event in partnership with Chesapeake Bay Environmental Center
• Met with My Sports Craze new kayak/bike rental business at the Bay Bridge Marina
• Attended Maryland Tourism Coalition Spring Event in Cecil County
• Met with Levy Metal Enterprises with Tom Riford Assistant Secretary and of Maryland Dept. of Commerce Jack Gerbes Director of Maryland Film Office on business opportunities, marketing and exposure
• Began planning MACO booth presentation and thematic giveaway promotional materials
• Business meeting with Tom Riford (DBED Asst. Secretary) and Liz Fitzsimmons (OTD Managing Director) to discuss tourism affairs in Queen Anne’s County
May 2019 Department Report

- Met with Oh My Chocolate to discuss business, MACO, future partnerships and community events

Marketing Initiatives:

<table>
<thead>
<tr>
<th>Publication</th>
<th>Circulation</th>
<th>Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coastal Living</td>
<td>450,000</td>
<td>2019 National Newsstands only</td>
</tr>
<tr>
<td>USA Today</td>
<td>852,955</td>
<td>NY, NJ, PA, DE, MD, VA, WV, DC</td>
</tr>
<tr>
<td>Southern Living</td>
<td>353,000</td>
<td>MD, DE, VA, DC, PA, NJ, NY</td>
</tr>
<tr>
<td>Washingtonian</td>
<td>110,857</td>
<td>D.C. (29.1%) MD (25.9%) VA (40.6%)</td>
</tr>
</tbody>
</table>

- Facilitated with community affairs to produce 2 press releases (Topics: Canadian journalist visit, Stevensville (public art) Bench project
- Coordinated with Alchemi Design to create media kit for visitors guide (digital keys) and prepared correspondence for all business that advertised
- Began working with WAZE to discuss advertising messaging assist in Route 50 Beach traffic messaging/campaign
- Promoted National Travel & Tourism Week with OTD at Bay Country Welcome Center
- Meeting with Community Affairs Dept. and event organizers of “Haunted Crack House” on marketing and promotion concepts for event
- Completed final edits to Summer/Spring/Fall Queen Anne’s County calendar of events brochure
- Coordinated with Carlisle Hashim, a Baltimore journalist, on African American History assets and attractions on the eastern shore for a podcast series
- Worked with Instagram to have the Visit Queen Anne’s page become verified
- Coordinated with journalist Andrea Poe (Washingtonian) on Kent Island feature in May issue

Visitor count for Chesapeake Heritage & Visitor Center, month to month over last year:
May 2018: 1186
May 2019: 1315
Total 2019 YTD: 4182

Boards and Commissions:

Economic Development Commission:
- Regular Meeting held May 22nd
- Workforce Development Subcommittee – Planning meetings for event on September 25.

Economic Development Incentive Fund Commission:
- Regular meeting held May 20th.
- Quarterly meetings held with Open Seas Coffee and The EDGE
- Grand opening of Sudlersville Laundromat on June 1
- Communications Electronics Systems expansion completed. Disbursement pending
- SRR, LLC new restaurant project under construction with anticipate open date of July 1.
- Kent Narrows Marine disbursement pending.
- Tours of EDIF recipients for committee being planned for mid-June.
May 2019 Department Report

**Upper Shore Regional Council:**
- Coordinating with USRC on regional marketing for Opportunity Zone
- Promoting participation in Main Street and farming entrepreneurship programs.

**Stevensville A & E District:**
- Market promotion for Bench Project Ribbon Cutting Ceremony including digital and print advertising and placement on various mediums calendars
- Created advertisements for volunteers, bench project and community yard sale
- Continued development of Artoberfest event including marketing, vendor application and solicitation
- Promoted June events through Tourism Art & Downtown Development organization
- Open Judge Art Show (KIFA), Kent Island Day (table)
- Ashley Chenault interviewed by Maryland State Art Council for art & culture economic impact series
- Full board and Executive Board meetings

**Queen Anne's County Historic Sites Consortium:**
- Provided Tourism Economic Impact Report for meeting - June 6, 2019

**Stories of the Chesapeake Heritage Area Board:**
- Heritage Hero Event
- Monthly meeting at Adkins Arboretum (completed minutes for meeting)

###
6TH ANNUAL SUDLERSVILLE

PEACH FESTIVAL

SATURDAY, AUGUST 3RD | 12PM - 4PM
GODFREY'S FARM, 302 LEAGER ROAD, SUDLERSVILLE

FEATURING
PEACHES • FANTASTIC FOOD
LIVE MUSIC • LOCAL VENDORS
FAMILY ACTIVITIES • CRAFTS
CAR SHOW & MUCH MORE!

Maryland
QUEEN ANNE'S COUNTY

SEE MORE UPCOMING EVENTS AT VISITQUEENANNES.COM
OPEN FOR ADVENTURE

Explore our pristine Chesapeake waterways with new adventures around every bend. We're open for you, as long as you're

OPEN FOR IT
VisitQueenAnnes.org

Maryland
QUEEN ANNE'S COUNTY
Wander off the beaten path to Queen Anne's County, conveniently located just 43 miles from Washington D.C. on Maryland’s Eastern Shore. U.S. Route 50/301 and Interstate 95 connect travelers to the region from New York City, New Jersey, Delaware, Philadelphia, and Washington D.C. The new 301 Bypass, allows travelers heading south from New York & New Jersey a quicker travel alternative to the region.

**REGIONAL Stops**
Did you know Queen Anne’s County is within close proximity to the nation’s capital? With favorable traffic, the region is less than an hour car drive!

**TOP 10 ATTRACTIONS in Queen Anne’s County**
- Fresh Seafood: Boat-to-Table cuisine (Maryland Blue Crab, Rockfish, Oysters & More)
- Water Recreation (Boat, Swim, Fish, Crab & Kayak)
- Boutique Inns & Waterfront Accommodations
- Award Winning Restaurants
- Kent Narrows Waterfront District
- Accessibility to Chesapeake Bay’s Tributaries & Waterways
- Cross Island Trail (Pedestrian & Rail)
- Countryside, Farmland & Nature Preservation
- Historic Small Towns with Waterfront Vistas
- Craft Breweries, Distilleries & Wineries

LEARN MORE AT VISITQUEENANNES.COM
SAMPLE ITINERARY CHESAPEAKE BAY LOOP

Discover the tranquility of Maryland’s Eastern Shore, the area between the Chesapeake Bay and the Atlantic Ocean. It is home to thriving maritime communities, fresh local seafood and endless waterfront happenings. Travel the Chesapeake Bay National Scenic Byway through the region to take in the serenity of the working landscapes & waterfronts. Experience the peacefulness of over 200 miles of panoramic waterways graced with acres of pastoral landscape.

The Kent Narrows region offers restaurants specializing in boat to table seafood, Maryland Blue Crab, and waterfront dining and hotels. Learn about the local maritime industry and history at the Chesapeake Heritage & Visitors Center. Immediately adjacent to the center is Ferry Point Park, a public beach cove on the Chester River. Allow the Chesapeake Bay to be your playground! Enjoy the beauty of the landscape by land or water. There are 2 public trail systems (pedestrian and cyclists only) and 6 public water trails. The Cross Island Trail, one of the two trail systems, is currently being extended.

Outdoor enthusiasts now have the opportunity to bike from Terrapin Nature Park, at the mouth of the Chesapeake Bay, through the Kent Narrows Waterfront. Kayak and bike rentals are also available.

Discover the nearby Queenstown Premium Outlet Center Mall. The outdoor mall contains over 65 name brand stores offering big selections and savings. Historic Stevensville, a quaint art and entertainment community, is home to a variety of shops offering fine art, jewelry, and other handcrafted gifts of distinction.

Queenstown Harbor Golf is one of the region’s most premier golfing destinations. The site is also home to scenic hiking trails, abundant views of wildlife, and 3 short term (waterfront) rental cottages. Each cottage offers a unique way to take in the Eastern Shore’s beauty. (Cottages can accommodate any family size up to 20.)

The Inn at Chesapeake Bay Beach Club is a boutique hotel that blends rustic charm with contemporary chic. The hotel features two locally inspired restaurants including a farm-to-table establishment, Knoxie’s Table.

Queen Anne’s County is a great catch for the sporting enthusiast too. Fish from a public pier or charter a boat with a local captain. If sporting is not your pleasure, simply enjoy the rural views of the waterway.

While on Kent Island, enjoy the emerging local craft brewery and distilling culture. Blackwater Distilling is Maryland’s oldest distillery. Enjoy a behind the scenes production tour or discover the craft brews at Cult Classic Brewing (Kent Island) and Bull & Goat Brewery in Centreville.

Enjoy the legendary seafood, pristine waterways, distinctive history and surprises in Queen Anne’s County, Maryland that gives travelers a sample of Maryland’s countryside and a return worthy experience time after time.

VISITQUEENANNES.COM | 410-604-2100

DRIVING DISTANCE FROM AIRPORTS

<table>
<thead>
<tr>
<th>Distance</th>
<th>Airport Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>36 miles (58 km)</td>
<td>BWI Baltimore Washington Int'l, Thurgood Marshall Airport</td>
</tr>
<tr>
<td>47 miles (76 km)</td>
<td>DCA Ronald Reagan Washington National Airport</td>
</tr>
<tr>
<td>72 miles (116 km)</td>
<td>IAD Washington Dulles International Airport</td>
</tr>
<tr>
<td>99 miles (159 km)</td>
<td>PHL Philadelphia International Airport</td>
</tr>
<tr>
<td>209 miles (336 km)</td>
<td>JFK John F. Kennedy International Airport</td>
</tr>
</tbody>
</table>

WE ARE LOCATED...

15 miles (24 km) from Annapolis, Maryland
43 miles (69 km) from Washington, D.C.
44 miles (71 km) from Baltimore, Maryland
80 miles (129 km) from Wilmington, Delaware
110 miles (177 km) from Philadelphia, Pennsylvania
154 miles (248 km) from Richmond, Virginia
198 miles (319 km) from New York City
199 miles (320 km) from Williamsburg, Virginia
280 miles (450 km) from Pittsburgh, Pennsylvania

Calculations from Stevensville, MD (Kent Island)

WILLIAM PRESTON LANE, JR. MEMORIAL BRIDGE (CHESAPEAKE BAY BRIDGE)

CASH TOLL - $4.00 US Dollars
Travellers pay one way, east bound on US Route 50/301

CHECK CONDITIONS:
1-877-BAYSFA (2297-7726)
Baybridge.Maryland.gov

TIP: Travellers heading east (towards Ocean City or Maryland’s Eastern Shore) on Route 50/301 between April - October, should allow extra travel time for traffic (especially on Friday evenings and Sunday afternoons)
Welcome To Queen Anne's County

Map Legend
- Amusements
- Airport
- Bus Service & Transfers
- Concessions Services
- Golf Courses
- Lodging
- Meal Options
- Outdoor Recreation
- Shopping
- Taxis Shop
- Water Information
- United States Highway
- Inland Waterways
- Airports
- Bike Trails
- Interstate
- State and County Parks
- Inland Waterways

VisitQueenAnnes.com
Dear Adjacent Property Owner,

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

The application package will be submitted to the Planning Department on ______________________.

Identification of Property:
Tax Map: 1 Block: __________ Parcel: 2 & 91 Lot: __________

Property Address:
(if no street address is available because the property is vacant, provide a description of the location)
445 Chester River Heights Road, Millington, MD 21651

Intent and purpose of the proposed development to be submitted:
Relocate property line

Applicant Information:
Applicant(s) Name: Jean A. Clark
Project Name: ____________________________
Applicant(s) Address: 445 Chester River Heights Road, Millington, MD 21651
Applicant Phone/Email: ____________________________
Applicant’s Agent: Robert "Buck“ Nickerson - Extreme Measures Land Surveyors
Agent’s Address: 23680 Ricauds Branch Road, Chestertown, MD 21620
Agent’s Phone/Email: 410-778-0147

Property Owner:
(f not the same as the applicant listed above)
Name: ____________________________
Address: ____________________________

This is a notification and does not require a response. All applications are public information once submitted and may be reviewed at the Department of Planning & Zoning during regular business hours from 8:00am – 4:30 pm. Please see attached information on how to contact the Department of Planning & Zoning.
This is to certify that the annexed plan of subdivision has been recorded in the Office of the Register of Deeds of Queen Anne's County on the ___ day of May, 2016.

John Atkinson Clark
Queen Anne's County Recorder of Deeds

The following is a true and correct copy of the plan of subdivision:

Lands of
COMMISSIONERS OF
QUEEN ANNE'S COUNTY

S.S. SIGNED

John Atkinson Clark
Queen Anne's County Recorder of Deeds

ACKNOWLEDGMENT

State of Maryland

County of Queen Anne

On this ___ day of May, 2016, before me, the undersigned officer, personally known to me, or other officer authorized to administer oaths, personally appeared, 

John Atkinson Clark

the person or persons who executed the foregoing plan of subdivision, who, being first duly sworn, did depose and say that the annexed plan of subdivision is true and correct and that the party or parties to whom it was shown were given an opportunity to examine the same, and the party or parties executing the same acknowledged the same to be true and correct.

John Atkinson Clark

QUEEN ANNE'S COUNTY RECORDER OF DEEDS

LAWS

LAND USE AND ZONING

The following are the laws and regulations that govern the use and development of the land:

- Section 14-5-53 of the Queen Anne's County Code
- Section 14-5-54 of the Queen Anne's County Code
- Section 14-5-55 of the Queen Anne's County Code

NOTE: ALL EXISTING IMPROVEMENTS SHOWN ON THE FLAT ARE TO BE REMOVED UNTIL OTHERWISE NOTED.
Dear Commissioners:

I was very pleased to see the plans proposed for the Freight Station. My husband, Garry, worked hard with the members of the Queen Anne's County Railroad Society and the County Commissioners to have the building fulfill the organizations' vision of a museum and model train set up year round. He and the QACRRS members worked long days before and after a long night when the Freight Station was moved from town to Bloomfield Farm. I am so glad to hear the organization is again working with the County Commissioners and the vision the men had will move forward. The county is very lucky to have so many dedicated volunteers.

My daughters and I continue to help with the annual Festival of Trains. We are able to still set up models Garry made. It is a wonderful event and the community can see how important trains were on the Eastern Shore. A permanent Museum will be wonderful.

On behalf of the Schnappinger family, we thank you for helping to move this project forward.

Anne Schnappinger

June 17, 2019
To the O A Commissioners

This is Joyce Horney who just would like you to know about some of my concerns with Housing Authority and a problem I'm having.

I have been asking for a 2 bedroom apt since I moved in. We took the one bedroom with the understanding we would be given a 2 bedroom as soon as one would become available. There was one that was vacated Oct 31st was told we were not on that list. We tried to be as patient because we are on a different list. We need a 2 bedroom because my husband is disabled and uses a sleep mask and had an accident which he fell and broke his arm in 2017. He was not able to sleep on a regular night schedule. The Dr said he will write a note to get the 1st available apt of 2 bedroom.

Since then there has been others that became available and was told "no" I asked where are we. She said I can't tell you until March 12-14. He is going to have another surgery.
July 26th and we need the room so I can sleep there. Lorraine (previous MPC) said we should be in by May but Donna said will the rules have changed. Some people come in before the area on the list if they know someone. I just want to have the room for us to be able to sleep. There is not many of them and then they will all be gone!

Also the air conditioner on the 3rd floor is not working since last year. Today it was 88 degrees up there. We pay the rent to have comfort in the building from winter thru fall with A/C!
COUNTY ORDINANCE NO. 19-08

A BILL ENTITLED

AN ACT CONCERNING the Repeal of Section 4-15, "Ownership Disclosure" of the Code of Public Local Laws of Queen Anne’s County;

FOR THE PURPOSE of repealing Section 4-15 of Chapter 4 of the Code of Public Local Laws requiring disclosure of ownership interest in entities participating in actions before the Queen Anne’s County Board of Appeals;

BY REPEALING Section 4-15 of Chapter 4 of the Code of Public Local Laws of Queen Anne’s County.

SECTION I

BE IT ENACTED BY THE COUNTY COMMISSIONERS OF QUEEN ANNE’S COUNTY, MARYLAND that Section 4-15 of the Code of Public Local Laws be and is hereby REPEALED.

SECTION II

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

INTRODUCED BY: Commissioner Moran

DATE: May 21, 2019

PUBLIC HEARING HELD: June 25, 2019 @ 5:45 pm

VOTE: ___________ Yea   ____________ Nay

DATE OF ADOPTION: ______________________

EFFECTIVE DATE:  _______________________

1
COUNTY ORDINANCE NO. 19-09

A BILL ENTITLED

AN ACT CONCERNING Amendments to Chapter 13 of the Code of Public Local Laws of the Queen Anne’s County Regarding the Use of School Bus Monitoring Cameras by School and Law Enforcement Officials;

FOR THE PURPOSE OF providing for photographic enforcement and administrative adjudication of school bus stop arm violations and imposition of civil fines for those violations, consistent with Maryland state law, including but not limited to Section 21-706.1 of the Transportation Article and Md. Courts and Judicial Proceedings Code Ann. §7-302 and §10-311;

BY ADOPTING a new Article IV §13-14 as an addition to the Public Local Laws of Queen Anne’s County, Maryland.

SECTION I

BE IT ENACTED BY THE COUNTY COMMISSIONERS OF QUEEN ANNE’S COUNTY, MARYLAND, that Section 13-14 of Public Local Laws of Queen Anne’s County be and is hereby ENACTED to read as follows:

ARTICLE IV. School Bus Monitoring Cameras.


The Sheriff of Queen Anne’s County is authorized to use school bus monitoring cameras in consultation with the Board of Education of Queen Anne’s County, in accordance with §21-706.1 of the Transportation Article of the Annotated Code of Maryland, as amended from time to time.

SECTION II

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

INTRODUCED BY: Commissioner Corchiarino

DATE: May 21, 2019

PUBLIC HEARING HELD: June 25, 2019 @ 5:50 pm

VOTE: Yea Nay

DATE OF ADOPTION:

EFFECTIVE DATE:
COUNTY ORDINANCE NO. 19-10

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 56.

FOR THE PURPOSE OF amending part of Parcel 221, Lot 7 located on said Official Chesapeake Bay Critical Area Overlay Map 56 to redesignate 2.122 acres from Limited Development Area (LDA) to Intensely Developed Area (IDA).

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 56 is hereby repealed and Overlay Map Number 56 be and is hereby amended and adopted with the revisions set forth herein and depicted on Exhibit A, attached hereto, subject to the conditions contained in the approval letter from the State of Maryland Critical Area Commission attached hereto as Exhibit B.

SECTION II

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

INTRODUCED BY: Commissioner J. Wilson
DATED: May 28, 2019
PUBLIC HEARING HELD: June 25, 2019 @ 5:55 pm
VOTE: YEA NAY
DATE: