



**Queen
Anne's
County**

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

The Liberty Building
107 North Liberty Street
Centreville, MD 21617

Telephone: (410) 758-4098
Fax: (410) 758-1170

e-mail: QACCommissioners&Administrator@qac.org

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

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

February 23, 2021

Mr. Gregory Slater, Secretary
Maryland Department of Transportation
Post Office Box 548
7201 Corporate Center Drive
Hanover, Maryland 21076-0548

**Re: Chesapeake Bay Bridge
Use of Westbound Contraflow 4 Lanes West – 1 Lane East**

Dear Secretary Slater:

The Queen Anne's County Commissioners want to thank MDOT for their successful implementation of all electronic tolling and removal of the toll booths at the Chesapeake Bay Bridge. Completion of these projects is a vital step to improve the flow of eastbound traffic through the Bay Bridge corridor. But as you know, future westbound traffic volumes on summer weekends and holidays remains a significant concern for Queen Anne's County.

The automated lane closure project, currently under construction will be able to direct westbound traffic onto the two-lane eastbound bridge when the westbound bridge is closed for maintenance. Expanding this contra-flow option during times of severe congestion would provide an essential opportunity to reduce traffic backups by allowing four lanes for westbound traffic. This "4-west-1-east" lane operation would be very helpful to minimize both the length and duration of very predicable Sunday beach traffic backups.

We request that MDOT evaluate this possibility and advise the Commissioners of its feasibility. As traffic volumes are projected to increase, we continue to seek all possible options to improve the flow of traffic and reduce congestion.

We look forward to our continued discussions with MDOT on ideas and improvements within the Bay Bridge corridor.

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February 23, 2021

Ms. Jennifer Ruffner, Administrator
Maryland Heritage Areas Program
Maryland Historical Trust
100 Community Place, 3rd Floor
Crownsville MD 21032

RE: MHAA Grant Application for Dudley's Chapel

Dear Ms. Ruffner:

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

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

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

Sincerely,

QUEEN ANNE'S COUNTY
BOARD OF COUNTY COMMISSIONERS

Christopher M. Corchiarino, President

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February 23, 2021

Ms. Jennifer Ruffner, Administrator
Maryland Heritage Areas Program
Maryland Historical Trust
100 Community Place, 3rd Floor
Crownsville MD 21032

RE: MHAA Grant Application for the Sudlersville Train Station Museum & Educational Center

Dear Ms. Ruffner:

We, the County Commissioners of Queen Anne's County offer our full support to the application from the Sudlersville Community Betterment Club to the Maryland Heritage Area Authority seeking funding for the purpose of establishing the Sudlersville Train Station Museum and Educational Center. By creating a tourism destination, this new museum building will benefit and promote heritage tourism in the Sudlersville area as well as in Queen Anne's County and this region of the Eastern Shore.

The existing small Sudlersville Train Station Museum next to the railroad tracks is specifically cited in the *Stories of the Chesapeake Heritage Area Management Plan*. The building that will become the home of the new museum will provide expanded space to focus on the collection of community history, the train's role in the County and Eastern Shore, along with the baseball memorabilia of the National Baseball Hall of Fame baseball player, Jimmie Foxx, who was a native of Sudlersville.

We thank you for your favorable consideration in awarding grant funds to support the establishment of this new museum in the Town of Sudlersville.

Sincerely,

QUEEN ANNE'S COUNTY
BOARD OF COUNTY COMMISSIONERS

Christopher M. Corchiarino, President

James J. Moran

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Philip L. Dumenil



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DEPARTMENT OF PUBLIC WORKS

312 Safety Drive
Centreville, MD 21617

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Fax: (410) 758-3341
www.qac.org

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Christopher M. Corchiarino, District 4

Date: February 23, 2021

Action Item

To: County Commissioners

From: Lee Edgar, P.E.

Re: National Fish and Wildlife Grant – Cloverfields Drainage and Watershed Stewards Academy

Queen Anne's County (QAC) is seeking to receive a National Fish and Wildlife Foundation (NFWF) Innovative Nutrient and Sediment Reduction FY21 grant. QAC is one of several interested jurisdictions with a joint proposal ultimately being submitted by the Mid-Shore Community Foundation on behalf of the Envision the Choptank partnership. The QAC project items would fund a Cloverfields Drainage Enhancement design study and support the establishment of a regional Watershed Stewards Academy (WSA). At least three other jurisdictions, including the towns of Oxford, Easton, and Cambridge, and possibly Talbot County are also contributing to the WSA which, in addition to empowering citizens to improve the quality of their local waterways, would satisfy the outreach and education component of the County's Municipal Separate Storm Sewer System (MS4) permit.

Staff recommends that the County Commissioners sign the attached letter of support for the NFWF grant application. The resources necessary to support a grant award are available in the approved Capital Project no. 400359 *MS4 Program Requirements: Drainage & Stormwater Management* and proposed FY22 *Cloverfields Drainage Enhancement Study* capital budget request.

The NFWF grant must be submitted by March 1, 2021 and thus this letter of support must be received by the Joanna Ogburn, joanna@jboconservation.com, for inclusion in the grant application being submitted by the Mid-Shore Community Foundation on Friday February 26, 2021.

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

I move that the QAC letter of support for the NFWF 2021 Innovative Nutrient and Sediment Reduction grant application be signed.

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February 23, 2021

Jake, Reilly, Program Director
National Fish and Wildlife Foundation
1133 Fifteenth Street, N.W., Suite 1000
Washington, DC 2005

Re: 2021 Innovative Nutrient and Sediment Reduction Program

Dear Proposal Reviewers,

Queen Anne's County (QAC) is excited to engage in partnership and support the Envision the Choptank: Local Governments Improving Water Quality proposal to the 2021 National Fish and Wildlife Foundation (NFWF) Innovative Nutrient and Sediment Reduction grant opportunity. By creating a regional Watershed Stewards Academy and a technical assistance circuit rider position, while jumpstarting the design and implementation of a pipeline of restoration projects, this collaborative proposal will accelerate the rate of implementation of priority restoration projects that will not only result in water quality improvements, but also address significant flooding challenges impacting local communities.

Within Queen Anne's County, this work would help to provide stormwater treatment and flooding relief to one of the County's most populated neighborhoods; the Cloverfields community on Kent Island. This NFWF grant would help the County hire a design engineering team to review causes of flooding in the Cloverfield drainage areas, evaluate various flood mitigation alternatives that involve stormwater management and the cost-benefit impact they would have, and design the chosen solution. The County intends to pursue Federal Emergency Management Agency (FEMA) grants to implement the best solution. For the total anticipated design cost of \$100,000, the County plans to match \$50,000 with cash from a FY22 capital budget line item titled Cloverfields Drainage Enhancement Study and at least \$1,100 in in-kind staff time.

As a newly appointed Municipal Separate Storm Sewer (MS4) jurisdiction in Maryland, Queen Anne's County is required to enact programs for public participation and education and outreach. Long before this, however, QAC has been searching for a method to establish a Watershed Stewards Academy (WSA). WSAs are excellent springboards for citizens desiring to implement community stormwater projects that reduce sediment and nutrients leaching into their waterways. The WSA and County would help residents connect with Chesapeake Bay Trust mini grants and others to implement desirable projects. QAC, via its MS4 program, would be vested in the long-term success of the Academy. The County intends to provide \$17,000 as cash match for the initial three-year period of the grant with plans to continue at least an \$8,000 per year level of commitment into the future. The QAC MS4 program manager will serve on the advisory board for establishing the mid-Shore WSA and will manage applications for QAC residents wishing to attend WSA. This equates to \$18,900 of in-kind matching during the NFWF grant period.

The circuit rider position would amplify the activities described above by assisting jurisdictions in securing implementation funds for the projects designed as part of this proposal, including the Cloverfield project, develop grant proposals and collaborative efforts to address other restoration needs in each jurisdiction, and aid graduates of the regional WSA in applying for grants, where appropriate. The County is prepared to provide \$5,000 in cash match for this position over three years.

In summary, QAC is excited to partner with NFWF to get the ball rolling on these very critical efforts that will help the County meet its MS4, Watershed Implementation Plan (WIP), and Total Maximum Daily Load (TMDL) goals for water quality, while also addressing the needs and interest of its citizens. A summary of the requested funding and matching commitments from the County is attached.

Sincerely,

QUEEN ANNE'S COUNTY
BOARD OF COUNTY COMMISSIONERS

Christopher M. Corchiarino, President

Jack N. Wilson, Jr.

Stephen Wilson

Philip L. Dumenil

James J. Moran

Attachment 1. Funding Source Summary Charts

| Project Element | Year 1 | | Year 2 | | Year 3 | | TOTAL |
|----------------------------|-----------------|---------------------|-----------------|---------------------|-----------------|---------------------|------------------|
| | Grant Request | QAC Match | Grant Request | QAC Match | Grant Request | QAC Match | |
| Cloverfields Design | \$50,000 | \$50,000 | | | | | \$100,000 |
| Watershed Stewards Academy | \$15,000 | \$8,000 \$7,000* | \$15,000 | \$8,500 \$6,500* | \$15,000 | \$8,500 \$6,500* | \$90,000 |
| Circuit Rider | \$1,000 | \$1,000 | \$2,000 | \$2,000 | \$2,000 | \$2,000 | \$10,000 |
| TOTAL | \$66,000 | \$66,000 | \$17,000 | \$17,000 | \$17,000 | \$17,000 | \$200,000 |

*in-kind matching

Totals for Grant period by Funding Source

| Grant | QAC cash match | QAC in-kind match |
|-----------|----------------|-------------------|
| \$100,000 | \$80,000 | \$20,000 |



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MEMORANDUM

Date: February 23, 2021

ACTION ITEM

To: County Commissioners

From: Alan Quimby

Re: Town of Sudlersville
Water and Wastewater Operation Agreements

Attached please find the Operation and Maintenance Agreements developed to allow the County to operate the Town of Sudlersville's water and wastewater treatment facilities (and its three pump stations). The agreements were modeled after the current MES agreements but modified as necessary to more accurately reflect the actual conditions and duties envisioned. The Agreements were reviewed by the County attorney and have been forwarded to the Town for their review. As of this writing we have had no comments or objections from the Town.

As you will note the Agreement allows us to assume operations on March 1. Our staff has met with MES staff on numerous occasions over the past month in anticipation of assuming said operations. MES staff have been most accommodating and helpful.

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

I move to approve and execute the two contracts to allow County staff to Operate and Maintain the Town of Sudlersville's water treatment plant and wastewater treatment plant, as well as its three wastewater pump stations.

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**CONTRACT FOR
OPERATION AND MAINTENANCE
OF WASTEWATER TREATMENT
SERVICES AND PUMPING STATIONS**

THIS CONTRACT, made and dated this _____ day of _____, 2021, by and between **The County Commissioners of Queen Anne’s County**, a body politic and corporate constituting an instrumentality of the State of Maryland (hereinafter “County”) and **The Commissioners of Sudlersville**, (hereinafter “Town”), for operation and maintenance of the **wastewater** treatment facility located on South Church Street, Sudlersville, MD 21668 (hereinafter “Town’s Plant”) and the Town’s three (3) wastewater pumping stations;

WHEREAS, the Town has requested that the County provide certain operation and maintenance services of the Town’s Plant, which provides wastewater treatment services for the Town of Sudlersville, and the Town’s three (3) wastewater pumping stations;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the County and the Town acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise, and agree as follows:

ARTICLE I: DEFINITIONS

SECTION 101. Definitions. As used in this Contract, the terms listed in this Section shall have the following meanings:

- A. **“Certified Operators”** shall mean personnel, employees, or agents of the County certified by Maryland Board of Waterworks and Waste System Operators, to operate and maintain water supply, wastewater purification, and related facilities.
- B. **“Certified Superintendents”** shall mean personnel, employees, or agents of the County, qualified under the rules, regulations, and standards of the Town, and certified by the Maryland Board of Waterworks and Waste Systems Operators, to operate and maintain water supply, wastewater purification and related facilities.
- C. **“Contract Payments”** shall mean the amounts paid, or required to be paid, by the Town to the County pursuant to this Contract.
- D. **“Term”** shall mean the initial length of this Agreement which is 5-years.
- E. **“Town’s Plant”** shall mean (i) the facility identified above, and consists of an influent pumping station, headworks with screening facility, aeration basins utilizing BioLac technology, two clarifiers, two effluent sand filters, cascade post aeration, UV disinfection, and effluent meter, as well as two lagoons from the original plant now used for overflow and solids digestion, and (ii) three pumping stations, consisting of pumps, generators with appurtenant switchgear, flow meters, alarms, and equipment, used or useful in connection with the operation of the wastewater pumping stations, but shall expressly exclude all other collection system components, service laterals, cleanouts, manholes, collection main piping, or equipment otherwise related to the Town’s collection system.

- F. **“Fiscal Year”** shall mean the period of twelve (12) calendar months ending with June 30th of each year.
- G. **“Operation and Maintenance Period”** shall mean the normal day-to-day operational services, as set forth in Section 201, which the County shall provide the Town hereunder during and after the Recovery Period.
- H. **“Recovery Period”** shall mean the period of time constituting the first 90 days of this Agreement in which the County undertakes significant maintenance activities that had been long deferred and which have negatively impacted the performance of the Town’s Plant. It is during this Recovery Period that the loan funds detailed in Section 601 will be utilized.
- I. **“State”** shall mean the State of Maryland.

ARTICLE II: DUTIES OF THE COUNTY

SECTION 201. Operation and Maintenance. The County shall provide services as set forth in the County’s Proposal, which is attached hereto as Exhibit “A” and expressly incorporated herein.

SECTION 202. Date Services Commence. The County shall commence Operation and Maintenance of the Town’s Plant on the date specified by the Town in its Notice to Proceed, anticipated to be March 1, 2021.

SECTION 203. Rules and Regulations. The County may establish and enforce reasonable rules and regulations governing Operation and Maintenance of the Town’s Plant.

ARTICLE III: DUTIES OF THE TOWN

SECTION 301. Contract Payments. The Town shall reimburse the County as provided in Article IV herein for all costs reasonably incurred by the County in the Operation and Maintenance of the Town’s Plant

SECTION 302. Sewers and Pipes. The Town shall be responsible for the repair and maintenance of the wastewater collection system to the Town’s Plant, as well as the transmission main that connects the Town’s Plant to the collection system and shall make, or authorize the County to make the alterations and repairs to such systems for additional cost as necessary for proper operation of the Town’s Plant, and as required by applicable federal, State and local laws, regulations, ordinances and permit requirements. It is understood that no provision contained in this Contract shall obligate or authorize the County to repair or alter such systems. The Town shall bear all responsibility for its failure or refusal to authorize such repairs or alterations.

SECTION 303. Payment of Governmental and Other Charges. The Town shall make all payments of governmental charges, if any, lawfully levied or assessed upon with respect to the Town’s Plant, or upon any part thereof, or upon any Contract Payments in respect thereof, when the same shall become due and shall bear all responsibility for fines and penalties properly levied by governmental authorities not solely attributable to the negligence of the County.

SECTION 304. Notice to Proceed. The Town shall cause to be delivered to the County a written Notice to Proceed, which shall specify the date on which the County shall commence Operations and Maintenance to the Town’s Plant.

SECTION 305. Alterations and Improvements. The Town shall consult with the County prior to making any alterations or improvements to the Town's Plant. No such alterations or improvements which affect the County's ability to carry out the terms of this Contract shall be made without the written approval of the County. Approval by the County may not be unreasonably withheld. Any alteration or improvement which may affect the Annual Budget for Operation and Maintenance of the Town's Plant shall be handled by Change Order as provided in Section 405 of this Contract.

SECTION 306. Utilities/Grounds/Materials/Solid Waste. The Town, at its own expense, shall make available to the County sufficient water, electricity, and other utilities which are necessary or incidental to the Operation and Maintenance of the Town's Plant. The Town shall maintain the grounds (including mowing of grass) appurtenant to the Town's Plant. The Town shall also provide refuse removal, including headworks' screenings, at its expense, and at a frequency deemed adequate by the County.

SECTION 307. Laboratory Facilities. The County shall provide all equipment for making laboratory analyses which the County deems necessary to insure proper Operation and Maintenance of the Town's Plant, and which complies with appropriate governmental regulations and permit requirements, unless provided otherwise in the Annual Budget.

SECTION 308. Plant Capacity; Connections; Additional Measures. The Town shall consult with the County prior to approving or permitting any connection, whether domestic, commercial or industrial, which may in the County's judgement cause an overloading of the hydraulic capacity or treatment capability of said facilities as required by the permit, or as limited by the discharge permit. The Town shall implement all measures necessary to ensure that the County, by exercising its best efforts in accordance with ordinary custom, usage, and the provisions hereof, will be able to operate said facilities in compliance with all federal, State, and local laws and regulations.

SECTION 309. Disposal of Solids. The County shall not be responsible for the removal and disposal of sewage sludge and other solid wastes from the Town's Plant under the terms of this Agreement. All disposal and other utilization of treated, dewatered wastewater residue will be in accordance with a valid Utilization Permit issued by the State Water Management Administration, Department of the Environment. The County shall assist the Town in making the application for this Permit, but makes no guarantee or warranty regarding the disposition of its application.

ARTICLE IV: BUDGET AND CONTRACT PAYMENTS

SECTION 401. Annual Budget. The County shall advise the Town of expected costs in accordance with the following procedure:

- A. **Current Fiscal Year.** The estimated O&M Period budget for the remaining current fiscal year (FY21) is attached to the County's Proposal, and referenced as Exhibit B is hereby approved by the Town.
- B. **Subsequent Fiscal Years of Initial Term.** The budget for FY22 is attached as Exhibit B. Costs for subsequent fiscal year beyond FY22 during the initial term of this Agreement shall be the previous budgeted amount times a 5.0% annual escalator.
- C. **Subsequent Terms.** After the initial 5-year term the County and the Town will compare the actual costs incurred by the County with the fees charged for the service and negotiate a new fee on the basis of this information.

- D. **Budget Approval.** Each Annual Budget shall be automatically deemed approved by the Town unless, with twenty (20) days from receipt of said budget, the Town submits a written disapproval to the County.
- E. **Budget Resolution.** In any notice of disapproval, the Town shall specify each itemized expense which is disapproved, and shall state the reason for such disapproval. All budget items not expressly disapproved shall be deemed approved, and the County shall be authorized to incur such expenses regardless of the final resolution of any disapproved item. Disapproved items shall be deleted from the Annual Budget unless the County gives notice to the Town that such items are: (1) reasonably necessary to operate the Town's Plant in accordance with all federal, State, and local laws or permits; or (2) must be reasonably expended in order to change any condition of the Town's Plant, which, if unchanged, would prevent or endanger the ability of the County, under the provisions of this Contract, from operating and maintaining the Town's Plant in compliance with any federal, State and local law, or regulation. The parties expressly agree that, in the event of such notice, the disputed items shall be deemed included in the Annual Budget and the Town shall be liable therefore unless, within twenty (20) days of receipt of such notice, the Town shall serve notice of termination pursuant to Section 504 herein.
- F. **Budget Continuation.** In the event that the County fails to timely submit an Annual Budget pursuant to paragraph B above for any given year, then the Annual Budget for the preceding fiscal year shall be deemed to remain in effect unless and until a new Annual Budget is submitted and approved.
- G. **Capital Reserve Fund.** At the end of every fiscal year, any remaining funds from what was collected from the sewer customer base, and not expended on sewer treatment or sewer collection activities during the fiscal year, are to be deposited in a newly created 'Sewer Restricted Fund' for future capital improvements or major equipment replacement expenditures. The Town cannot utilize these funds for any other purpose without express written permission from the County. The County cannot utilize these funds without prior written approval by the Town.

SECTION 402. Monthly Statements. The County shall, on or about the fifteenth (15th) day of each month, send the Town monthly invoices which shall reflect the costs incurred by the County under this Contract during the preceding month. The invoices will be categorized by Labor (Salaries with Payroll Burden), Contracted Services, Supplies and Materials, and Other. Any Contracted Services costs will be accompanied with a copy of the invoice. Any Supplies and Material Costs, in excess of \$1000, will be accompanied with a copy of the invoice.

SECTION 403. Contract Payments. Within thirty (30) days after receipt of each monthly written invoice from the County, the Town shall pay the full amount specified therein.

SECTION 404. Budget Amendments. The County shall be fully authorized to incur costs under this Contract without notice to the Town; provided that, the total amount incurred in any fiscal year (irrespective of individual budget items) does not exceed the Annual Budget, exclusive of increases as a result of Change Orders pursuant to Section 405 herein, or emergency expenses pursuant to Section 406 herein. The County shall provide a written budget amendment to the Town whenever the County determines that the total amount specified in the Annual Budget is likely to be exceeded. The procedure for approval and resolution of a Budget Amendment shall be the same as provided in Section 401 for Annual Budget.

SECTION 405. Change Orders. The County shall submit written Change Orders to the Town's Contract Officer whenever the County believes it is necessary or desirable to incur reasonable costs to the

Town's Plant for items not included in the current Annual Budget (but not for increases in the individual amounts or total of items already specified in an Annual Budget; such increases shall be handled solely as Budget Amendments).

SECTION 406. Emergency and Other Expenses. The Contract Officer shall be required to execute a Change Order, or to give verbal approval, authorizing the County to incur any costs estimated for emergency and other expenses which the County reasonably must incur to change any condition or emergency arising at the Town's Plant which, if unchanged or left unabated, would prevent or endanger the ability of the County under the provisions of this Contract from operating the Town's Plant in compliance with any federal, State, or local law or regulation.

ARTICLE V: GENERAL PROVISIONS

SECTION 501. Duration. This Contract shall remain in full force and effect from the date of execution by the County until terminated pursuant to this Article.

SECTION 502. Town's Contract Officer. The Town shall designate a Contract Officer and, on the date of execution of this Contract, shall provide the County with the Contract Officer's name and address, and with phone numbers by which the Contract Officer can be contacted at any hour of the day or night for the duration of this Contract. The Contract Officer shall have full and complete authority to issue written and oral approvals for the County to expend costs for items not anticipated in the Annual Budget.

SECTION 503. Annual Right of Termination for Convenience. Either party may terminate this Contract for its convenience, effective solely at the end of any fiscal year, by giving at least sixty (60) days prior written notice to the other party.

SECTION 504. Termination for Cause. Either party may terminate this Contract for cause listed below if, within thirty (30) days' written notice of intent to terminate, the party alleged to be in violation hereof has not corrected, or commenced the correct, the violation.

A. Cause sufficient for termination by Town shall be:

- 1) Grossly inefficient operation or management of the Town's Plant by the County.
- 2) Material breach of the terms of this Contract by the County.
- 3) Irreconcilable disagreement on approval of a Budget Amendment or Change Order pursuant to Article IV herein.

B. Cause sufficient for termination by County shall be:

- 1) Failure of the Town to make any Contract Payment when due, including any payment due under Article VI.
- 2) Material breach of the terms of this Contract by the Town.

SECTION 505. Termination Costs. In the event of termination by either party, the Town agrees it shall, in any and all events, pay the County of the following amounts without setoff or recoupment:

- 1) All outstanding Contract payments accrued as of the date of termination and any costs due under Article VI.

- 2) The legitimate costs incurred by the County for any contract or subcontract for supplies or services relating to Operation and Maintenance of the Town's Plant.

Within sixty (60) days after the termination of this Contract, the County shall send the Town a final invoice itemizing the costs incurred by the County from the date of the last monthly invoice to the effective date of termination. The Town shall remit any outstanding balance to the County within thirty (30) days of receipt of the final invoice.

SECTION 506. Subletting, Assignment or Transfer. The benefits and obligations hereunder shall inure to, and be binding upon, the parties hereto and their respective successors. No right of duty hereunder shall be sublet, assigned, delegated, or otherwise disposed of, by either party hereto, except with the prior written consent of the other party. Any sublease, assignment, delegation, or other disposal in violation of this Section shall be null and void.

SECTION 507. General Compliance with Laws. Each party hereto shall comply with all federal, State, and local laws and regulation that affect performance or payment hereunder, or any materials, equipment, or employees connected in any manner whatsoever with such performance payment.

SECTION 508. Specific Performance. The County may enforce the provisions of this Contract through an action brought in equity for specific performance.

SECTION 509. Force Majeure. The County shall not be deemed to be in default under the provisions hereof by the inability of the County to secure needed materials, or by storm, or inclement weather which impedes performance, or by acts of God, or by acts or neglect of the Town or its agents or employees, or by regulations or restrictions imposed by any governmental agency or authority, or by fire, strikes, lockouts, labor disputes, civil commotion, or other similar causes beyond the control of the County, its agents or employees.

SECTION 510. Indemnification.

- A. **Town.** The Town, to the extent permitted by law, shall indemnify the County, and save it harmless against and from any and all suits, claims, costs, expenses, civil penalties, fines, losses, and damages which the County may, at any time or times, incur, suffer, sustain, and or be subjected to, directly or indirectly, by reason of, on account of or in any way resulting from the acts or omissions of the Town, its employees, agents, and representatives. The Town shall not be obligated to indemnify the County against costs, expenses, civil penalties, fines, losses or damages resulting from the negligent acts or omissions of the County, or its employees, successors, and assigns.
- B. **County.** The County, to the extent permitted by law, shall indemnify the Town and save it harmless against and from any and all suits, claims, costs, expenses, losses and damages which the Town may incur as a result of the sole negligence of the County in the performance of this Contract. The County shall not be obligated to indemnify the Town against costs, expenses losses or damages resulting from the tortious or illegal act of the Town, its employees, invitees, successors, and assigns.

SECTION 511. Insurance.

- A. The County shall obtain and keep in force, during the terms of this Contract, insurance it deems prudent, at the County's expense.

- B. The Town shall purchase and maintain property insurance upon the Town's Plant, its three (3) pump station, and its appurtenances, to the full insurable value thereof. This insurance shall include the interests of the Town, the County, and any and all mortgages, creditors, and contractors who have any interest in the Town's Plant, or its appurtenances, and shall cover the perils of fire, extended coverage vandalism, and malicious mischief.

SECTION 512. Non-Discrimination in Employment. The provisions of Title VII of the Civil Rights Act of 1964 are hereby included in this Contract to the end that no person in the United States shall, on grounds of race, color, sex, religion, national origin, or disability, be excluded from participation in, be denied the benefits of or otherwise subjected to discrimination under this Contract. The provisions of Article 49B, Sections 14 to 18 (Discrimination in Employment) of the Annotated Code of Maryland are incorporated by reference and are made a part hereof.

SECTION 513. Disputes and Governing Law. All disputes under this Contract, if not resolved by the parties, shall be resolved by courts and competent jurisdiction in the State of Maryland, and in accordance with the law of the State of Maryland.

SECTION 514. Severability. If any provisions hereof shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect any of the remaining provisions hereof, and this Contract shall be construed and enforced as if such invalid and unenforceable provision had not been contained herein.

ARTICLE VI: LOAN AND REPAYMENT

SECTION 601. Loan. The County has agreed, upon execution of this Contract, to make available as a loan to the Town the sum of One Hundred Thousand Dollars (\$100,000.00) (the "Loan") to make necessary repairs to the Town's Plant during the Recovery Period. These funds will only be spent on equipment, supplies, and other enhancements to the plant's operation and security. They will not be spent on labor. A full accounting of the expenditures including copies of invoices, will be provided within 30 days of the end of the Recovery period.

If, at the end of the Recovery Period, the actual sum expended is significantly less than \$100,000, the loan amount will be revised via an amendment to this Agreement as well as the Repayment provisions shown in Section 602. If not significantly less, the remaining funds will be spent on supplies or other equipment or materials to place stock solely for the Town's Plant future utilization.

SECTION 602. Repayment. The Town shall repay the Loan to County without interest, in 48 equal consecutive monthly installments of \$2,083.33 commencing one year from the date of this Contract and on the same day of each month thereafter until paid in full. Town agrees to pay a late charge in the amount of 5% of any payment made more than 15 days after its due date.

In the event of the Town's default in payment, the Town authorizes any attorney of record to appear in Court and confess judgment without prior hearing in favor of the County for and in the amount of, the unpaid principal balance of the Loan, any late fees or charges and attorney's fees of fifteen percent (15%) of the unpaid balance of the Loan.

ARTICLE VII: CONSENT ORDER

SECTION 701. Consent Order. The Town has or will enter into a Settlement Agreement and Consent Order (the "Consent Order") with the State of Maryland Department of the Environment ("MDE") requiring the Town to take certain corrective actions to resolve alleged violations identified in the Consent Order and to enable the Town's Plant to comply with its Discharge Permit from MDE. The County will use its best efforts to complete the work required under the Consent Order and to operate and maintain the Town's Plant in compliance with the discharge Permit described in the Consent Order. In consideration therefore, the Town agrees to indemnify and hold the County harmless from any claim, demand, liability or cause of action arising from any failure to comply with the terms of the Consent Order and agrees that the Town will be solely responsible for payment of any monetary penalties, fines, civil penalties or other payments due to MDE under the Consent Order.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed.

THE COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY

WITNESS

CHRISTOPHER CORCHIARINO
President

COMMISSIONERS OF SUDLERSVILLE

WITNESS

KEITH GRIFFITH
President

Approved for legal form and Sufficiency this ____ day of _____, 2021.

Town Attorney

County Attorney

EXHIBIT A

1. THE TOWN OF SUDLERSVILLE WASTEWATER TREATMENT PLANT PROPOSAL

1.1. PROPOSED SCOPE OF WORK

The County Commissioners of Queen Anne's County is proposing to assume operation of one (1) wastewater treatment plant using County personnel. The proposed scope of work for this effort is described in the remainder of this section. The focus of all work will be to insure permit compliance at the facility.

Personnel

The County will provide personnel who are properly trained and licensed to operate and maintain the wastewater treatment facilities and related equipment in accordance with all applicable regulations. These operators would perform all standard operational procedures associated with the wastewater treatment facilities.

Activities

County personnel will complete the following activities:

- 1) Take meter readings; inspect equipment; test alarms to ensure they function properly; perform process control tests necessary to ensure all wastewater is being properly treated; perform all necessary duties to properly operate the plant; perform housekeeping; perform preventive and/or corrective maintenance, as approved by the Town of Sudlersville, record observations, equipment adjustments, data, and tasks performed in the system logs; maintain inventory of supplies and materials to ensure uninterrupted operations.
- 2) Procure all necessary supplies and materials for the efficient treatment of wastewater to include the use of outside contractors as needed to perform specialized repairs and/or installations.
- 3) Compile and submit all reports required by local, State and Federal regulatory agencies. The County will review these reports with The Town of Sudlersville on a monthly basis or as directed.
- 4) Institute a preventive maintenance program to insure reliability and protection of the wastewater treatment plant.
- 5) Provide response 24 hours per day in the event of emergency situations such as an equipment malfunction.
- 6) Prepare an annual report, which details the status of equipment, plant operations, and make recommendations regarding improvements to the system. This will be done in conjunction with input from The Town of Sudlersville. The intent of this report is to increase efficiency and provide direction for maintaining the utilities' infrastructure. The report will also focus on the financial aspects of the system as well as document our routine safety inspections that are conducted throughout the year.

- 7) Prepare an annual actual cost evaluation to compare the fees charged to the actual cost to operate the Town's Plant and pump stations. These reports, in total, will be used to negotiate the Annual Budget after the initial 5-year term.

2. SUDLERSVILLE WASTEWATER PUMPING STATIONS PROPOSAL

2.1. PROPOSED SCOPE OF WORK

The County Commissioners of Queen Anne's County is proposing to assume operation of three (3) wastewater pumping stations utilizing County personnel. The proposed scope of work for this effort is described in the remainder of this section.

Personnel

The County will provide personnel who are properly trained and licensed to operate and maintain the pumping stations and related equipment in accordance with all applicable regulations. These operators would perform all standard operational procedures associated with the stations.

Activities

County personnel will perform the following activities:

- 1) Record weekly estimated time lapsed indicator pump readings, test alarms to ensure they function properly, minor preventive and/or corrective maintenance as approved by the Town, record observations, equipment adjustments, data and tasks performed in the system logs.
- 2) Procure necessary supplies and materials through the Town's procurement system for the efficient operation of the pump stations to include the use of outside contractors as needed to perform specialized repairs and/or installations.
- 3) Compile and submit reports required by local, State and Federal regulatory agencies in the event of a sanitary sewer overflow. The County will review these reports with the Town as needed.
- 4) Provide response 24 hours per day in the event of emergency situations such as an equipment malfunction.
- 5) Prepare an annual report which details the status of equipment and make recommendations regarding improvements to the system. This will be done in conjunction with input from the Town. The intent of this report is to increase efficiency and provide direction for maintaining the pump stations. The report will also focus on the financial aspects of the system as well as document our routine safety inspections that are conducted throughout the year.

EXHIBIT B

Annual Budget

The cost, per month, for the period of March 1, 2021 through June 30, 2022 (ignoring loan repayment provisions) is \$12,500 and is based on the budget presented below (compared to MES budget of FY 21):

| WWTP | 2/9/2021 | | | MES - FY 21 | | QAC - FY 22 |
|-------------------|-------------------|-----------|--|-------------|-----------------------|------------------------|
| Labor | | | | \$ 57,795 | < subtotal labor > | \$ 116,844 |
| Vehicle O&M | | | | \$ 8,576 | < subtotal vehicle > | \$ - |
| | Other O&M | \$ 276 | | | | |
| | Diesel | \$ 2,500 | | | | |
| | Mileage | \$ 5,800 | | | | |
| Contract Services | | | | \$ 37,733 | < subtotal contract > | \$ 5,531 |
| | Equip Repair | \$ 1,000 | | | \$ 1,000 | |
| | Service Contracts | \$ 2,133 | | | \$ 2,133 | |
| | Pump & Hall | \$ 4,000 | | | \$ - | |
| | MES Lab | \$ 18,842 | | | \$ - | |
| | MES Collect | \$ 9,360 | | | \$ - | |
| | Biosolids Fee | \$ 2,398 | | | \$ 2,398 | |
| Supplies | | | | \$ 32,950 | < subtotal supplies > | \$ 29,800 |
| | Office | \$ 500 | | | \$ - | |
| | Janitorial | \$ 200 | | | \$ - | |
| | Lab | \$ 2,000 | | | \$ - | |
| | Uniforms | \$ 250 | | | \$ - | |
| | Charts/Pens | \$ 800 | | | \$ 800 | |
| | Chemical | \$ 24,000 | | | \$ 24,000 | |
| | Safety | \$ 200 | | | \$ - | |
| | Parts | \$ 5,000 | | | \$ 5,000 | |
| | | | | \$ 137,054 | <<< TOTAL >>> | \$ 152,175 |
| | | | | | per month | \$ 12,681.25 |
| | | | | | Fee >>> | \$ 12,500.00 per month |

**CONTRACT FOR
OPERATION AND MAINTENANCE
OF WATER TREATMENT PLANT**

THIS CONTRACT, made and dated this _____ day of _____, 2021, by and between **The County Commissioners of Queen Anne’s County**, a body politic and corporate constituting an instrumentality of the State of Maryland (hereinafter “County”) and **The Commissioners of Sudlersville**, (hereinafter “Town”), for operation and maintenance of the water treatment facility located at 701 Foxxtown Drive, Sudlersville, MD 21668 (hereinafter “Town’s Plant”);

WHEREAS, the Town has requested that the County provide certain operation and maintenance of the Town’s Plant, which provides water services for the Town of Sudlersville.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the County and the Town agree as follows:

ARTICLE I: DEFINITIONS

SECTION 101. Definitions. As used in this Contract, the terms listed in this Section shall have the following meanings:

- A. **“Certified Operators”** shall mean personnel, employees, or agents of the County certified by Maryland Board of Waterworks and Waste System Operators, to operate and maintain water supply, wastewater purification and related facilities.
- B. **“Certified Superintendents”** shall mean personnel, employees, or agents of the County, qualified under the rules, regulations, and standards of the County, and certified by the Maryland Board of Waterworks and Waste Systems Operators, to operate and maintain water supply, wastewater purification and related facilities.
- C. **“Contract Payments”** shall mean the amounts paid, or required to be paid, by the Town to the County pursuant to this Contract.
- D. **“Term”** shall mean the initial length of this Agreement which is 5-years.
- E. **“Town’s Plant”** shall mean facility identified above, and shall include with respect to the Town’s water facility all wells, pumps, service buildings, filters and chlorine feeders and appurtenant switchgear and equipment, used or useful in connection with the supply of water (excepting the water tower and the water distribution system).
- F. **“Fiscal Year”** shall mean the period of twelve (12) calendar months ending with June 30th of each year.
- G. **“Operation and Maintenance Period”** shall mean the normal day-to-day operational services, as set forth in Section 201, which the County shall provide the Town hereunder.
- H. **“State”** shall mean the State of Maryland.

ARTICLE II: DUTIES OF COUNTY

SECTION 201: Operation and Maintenance. The County shall provide services as set forth in the County's Proposal, which is attached hereto as Exhibit "A" and expressly incorporated herein.

SECTION 202. Date Services Commence. The County shall commence Operation and Maintenance of the Town's Plant on the date specified by the Town in its Notice to Proceed, anticipated to be March 1, 2021.

SECTION 203 Rules and Regulations. The County may establish and enforce reasonable rules and regulations governing Operation and Maintenance of the Town's Plant.

ARTICLE III: DUTIES OF THE TOWN

SECTION 301. Contract Payments. The Town shall reimburse the County as provided in Article IV herein for all costs reasonably incurred by the County in the Operation and Maintenance of the Town's Plant

SECTION 302. Water Distribution System. The Town shall be responsible for the repair and maintenance of the water distribution system, including division valves, water mains, service laterals and water meters, from the Town's Plant, or authorize the County to make the alterations and repairs to such systems for additional cost, as necessary for proper operation of the Town's Plant, and as required by applicable federal, State and local laws, regulations, ordinances and permit requirements. It is understood that no provision contained in this Contract shall obligate or authorize the County to repair or alter such systems. The Town shall bear all responsibility for its failure or refusal to authorize such repairs or alterations.

SECTION 303. Payment of Governmental and Other Charges. The Town shall make all payment of governmental charges, if any, lawfully levied or assed upon with respect to the Town's Plant, or upon any part thereof, or upon any Contract Payments in respect thereof, when the same shall become due, and shall bear all responsibility for fines and penalties properly levied by governmental authorities not solely attributable to the negligence of the County.

SECTION 304. Notice to Proceed. The Town shall cause to be delivered to the County a written Notice to Proceed, which shall specify the date on which the County shall commence Operations and Maintenance to the Town's Plant.

SECTION 305. Alterations and Improvements. The Town shall consult with the County prior to making any alterations or improvements to the Town's Plant. No such alterations or improvements which affect the County's ability to carry out the terms of this Contract shall be made without the written approval of the County. Approval by the County may not be unreasonably withheld. Any alteration or improvement which may affect the Annual Budget for Operation and Maintenance of the Town's Plant shall be handled by Change Order as provided in Section 405 of this Contract.

SECTION 306. Utilities/Grounds/Materials. The Town, at its own expense, shall make available to the County sufficient water, electricity, and other utilities which are necessary or incidental to the Operation and Maintenance of the Town's Plant. The Town shall maintain the grounds (including mowing of grass) appurtenant to the Town's Plant. The Town shall also provide refuse removal at its expense, and at a frequency deemed adequate by the County.

SECTION 307. Laboratory Facilities. The County shall provide all equipment for making laboratory analyses which the County deems necessary to insure proper Operation and Maintenance of the Town's Plant, and which complies with appropriate governmental regulations and permit requirements, unless provided otherwise in the Annual Budget.

SECTION 308. Plant Capacity; Connections; Additional Measures. The Town shall consult with the County prior to approving or permitting any connection, whether domestic, commercial or industrial, which may in the County's judgement cause an overloading of the hydraulic capacity or treatment capability of said facilities as required by the permit, or as limited by the groundwater appropriation permit. The Town shall implement all measures necessary to ensure that the County, by exercising its best efforts in accordance with ordinary custom, usage, and the provisions hereof, will be able to operate said facilities in compliance with all federal, State, and local laws and regulations.

SECTION 309. Replacement of Filter Media. The County shall not be responsible for the removal and disposal of spent water filtration media, or the cost of its replacement, when required to meet permit. The County shall assist the Town with coordination of the replacement of the water treatment media.

ARTICLE IV: BUDGET AND CONTRACT PAYMENTS

SECTION 401. Annual Budget. The County shall advise the Town of expected costs in accordance with the following procedure:

- A. **Current Fiscal Year.** The estimated O&M Period budget for the remaining current fiscal year (FY21) is attached to the County's Proposal, and referenced as Exhibit B is hereby approved by the Town.
- B. **Subsequent Fiscal Years of Initial Term.** The budget for FY22 is attached as Exhibit B. Costs for subsequent fiscal year beyond FY22 during the initial term of this Agreement shall be the previous budgeted amount times a 5.0% annual escalator.
- C. **Subsequent Terms.** After the initial 5-year term the County and the Town will compare the actual costs incurred by the County with the fees charged for the service and negotiate a new fee on the basis of this information.
- D. **Budget Approval.** Each Annual Budget shall be automatically deemed approved by the Town unless, with twenty (20) days from receipt of said budget, the Town submits a written disapproval to the County.
- E. **Budget Resolution.** In any notice of disapproval, the Town shall specify each itemized expense which is disapproved, and shall state the reason for such disapproval. All budget items not expressly disapproved shall be deemed approved, and the County shall be authorized to incur such expenses regardless of the final resolution of any disapproved item. Disapproved items shall be deleted from the Annual Budget unless the County gives notice to the Town that such items are: (1) reasonably necessary to operate the Town's Plant in accordance with all federal, State, and local laws or permits; or (2) must be reasonably expended in order to change any condition of the Town's Plant, which, if unchanged, would prevent or endanger the ability of the County, under the provisions of this Contract, from operating and maintaining the Town's Plant in compliance with any federal, State and local law, or regulation. The parties expressly agree that, in the event of such notice, the disputed items shall be deemed included in the Annual Budget and

the Town shall be liable therefore unless, within twenty (20) days of receipt of such notice, the Town shall serve notice of termination pursuant to Section 504 herein.

- F. **Budget Continuation.** In the event that the County fails to timely submit an Annual Budget pursuant to paragraph B above for any given year, then the Annual Budget for the preceding fiscal year shall be deemed to remain in effect unless and until a new Annual Budget is submitted and approved.
- G. **Capital Reserve Fund.** At the end of every fiscal year, any remaining funds from what was collected from the water customer base, and not expended on water treatment or water distribution activities during the fiscal year, are to be deposited in a newly created 'Water Restricted Fund' for future capital improvements, major equipment replacement expenditures, or filter media replacement. The Town cannot utilize these funds for any other purpose without express written permission from the County. The County cannot utilize these funds without prior written approval by the Town.

SECTION 402. Monthly Statements. The County shall, on or about the fifteenth (15th) day of each month, send the Town monthly invoices which shall reflect the costs incurred by the County under this Contract during the preceding month. The invoices will be categorized by Labor (Salaries with Payroll Burden), Contracted Services, Supplies and Materials, and Other. Any Contracted Services costs will be accompanied with a copy of the invoice. Any Supplies and Material Costs, in excess of \$1000, will be accompanied with a copy of the invoice.

SECTION 403. Contract Payments. Within thirty (30) days after receipt of each monthly written invoice from the County, the Town shall pay the full amount specified therein.

SECTION 404. Budget Amendments. The County shall be fully authorized to incur costs under this Contract without notice to the Town; provided that, the total amount incurred in any fiscal year (irrespective of individual budget items) does not exceed the Annual Budget, exclusive of increases as a result of Change Orders pursuant to Section 405 herein, or emergency expenses pursuant to Section 406 herein. The County shall provide a written budget amendment to the Town whenever the County determines that the total amount specified in the Annual Budget is likely to be exceeded. The procedure for approval and resolution of a Budget Amendment shall be the same as provided in Section 401 for Annual Budget.

SECTION 405. Change Orders. The County shall submit written Change Orders to the Town's Contract Officer whenever the County believes it is necessary or desirable to incur reasonable costs to the Town's Plant for items not included in the current Annual Budget (but not for increases in the individual amounts or total of items already specified in an Annual Budget; such increases shall be handled solely as Budget Amendments).

SECTION 406. Emergency and Other Expenses. The Contract Officer shall be required to execute a Change Order, or to give verbal approval, authorizing the County to incur any costs estimated for emergency and other expenses which the County reasonably must incur to change any condition or emergency arising at the Town's Plant which, if unchanged or left unabated, would prevent or endanger the ability of the County under the provisions of this Contract from operating the Town's Plant in compliance with any federal, State, or local law or regulation.

ARTICLE V: GENERAL PROVISIONS

SECTION 501. Duration. This Contract shall remain in full force and effect from the date of execution by the County until terminated pursuant to this Article.

SECTION 502. Town's Contract Officer. The Town shall designate a Contract Officer and, on the date of execution of this Contract, shall provide the County with the Contract Officer's name and address, and with phone numbers by which the Contract Officer can be contacted at any hour of the day or night for the duration of this Contract. The Contract Officer shall have full and complete authority to issue written and oral approvals for the County to expend costs for items not anticipated in the Annual Budget.

SECTION 503. Annual Right of Termination for Convenience. Either party may terminate this Contract for its convenience, effective solely at the end of any fiscal year, by giving at least sixty (60) days prior written notice to the other party.

SECTION 504. Termination for Cause. Either party may terminate this Contract for cause listed below if, within thirty (30) days' written notice of intent to terminate, the party alleged to be in violation hereof has not corrected, or commenced the correct, the violation.

A. Cause sufficient for termination by Town shall be:

- 1) Grossly inefficient operation or management of the Town's Plant by the County.
- 2) Material breach of the terms of this Contract by the County.
- 3) Irreconcilable disagreement on approval of a Budget Amendment or Change Order pursuant to Article IV herein.

B. Cause sufficient for termination by County shall be:

- 1) Failure of the Town to make any Contract Payment when due.
- 2) Material breach of the terms of this Contract by the Town.

SECTION 505. Termination Costs. In the event of termination by either party, the Town agrees it shall, in any and all events, pay the County of the following amounts without setoff or recoupment:

- 1) All outstanding Contract payments accrued as of the date of termination and any costs due under Article VI.
- 2) The legitimate costs incurred by the County for any contract or subcontract for supplies or services relating to Operation and Maintenance of the Town's Plant.

Within sixty (60) days after the termination of this Contract, the County shall send the Town a final invoice itemizing the costs incurred by the County from the date of the last monthly invoice to the effective date of termination. The Town shall remit any outstanding balance to the County within thirty (30) days of receipt of the final invoice.

SECTION 506. Subletting, Assignment or Transfer. The benefits and obligations hereunder shall inure to, and be binding upon, the parties hereto and their respective successors. No right of duty hereunder shall be sublet, assigned, delegated, or otherwise disposed of, by either party hereto, except

with the prior written consent of the other party. Any sublease, assignment, delegation, or other disposal in violation of this Section shall be null and void.

SECTION 507. General Compliance with Laws. Each party hereto shall comply with all federal, State, and local laws and regulation that affect performance or payment hereunder, or any materials, equipment, or employees connected in any manner whatsoever with such performance payment.

SECTION 508. Specific Performance. The County may enforce the provisions of this Contract through an action brought in equity for specific performance.

SECTION 509. Force Majeure. The County shall not be deemed to be in default under the provisions hereof by the inability of the County to secure needed materials, or by storm, or inclement weather which impedes performance, or by acts of God, or by acts or neglect of the Town or its agents or employees, or by regulations or restrictions imposed by any governmental agency or authority, or by fire, strikes, lockouts, labor disputes, civil commotion, or other similar causes beyond the control of the County, its agents or employees.

SECTION 510. Indemnification.

- A. **Town.** The Town, to the extent permitted by law, shall indemnify the County, and save it harmless against and from any and all suits, claims, costs, expenses, civil penalties, fines, losses, and damages which the County may, at any time or times, incur, suffer, sustain, and or be subjected to, directly or indirectly, by reason of, on account of or in any way resulting from the acts or omissions of the Town, its employees, agents, and representatives. The Town shall not be obligated to indemnify the County against costs, expenses, civil penalties, fines, losses or damages resulting from the negligent acts or omissions of the County, or its employees, successors, and assigns.
- B. **County.** The County, to the extent permitted by law, shall indemnify the Town and save it harmless against and from any and all suits, claims, costs, expenses, losses and damages which the Town may incur as a result of the sole negligence of the County in the performance of this Contract. The County shall not be obligated to indemnify the Town against costs, expenses losses or damages resulting from the tortious or illegal act of the Town, its employees, invitees, successors, and assigns.

SECTION 511. Insurance.

- A. The County shall obtain and keep in force, during the terms of this Contract, insurance it deems prudent, at the County's expense.
- B. The Town shall purchase and maintain property insurance upon the Town's Plant, its three (3) pump station, and its appurtenances, to the full insurable value thereof. This insurance shall include the interests of the Town, the County, and any and all mortgages, creditors, and contractors who have any interest in the Town's Plant, or its appurtenances, and shall cover the perils of fire, extended coverage vandalism, and malicious mischief.

SECTION 512. Non-Discrimination in Employment. The provisions of Title VII of the Civil Rights Act of 1964 are hereby included in this Contract to the end that no person in the United States shall, on grounds of race, color, sex, religion, national origin, or disability, be excluded from participation

in, be denied the benefits of or otherwise subjected to discrimination under this Contract. The provisions of Article 49B, Sections 14 to 18 (Discrimination in Employment) of the Annotated Code of Maryland are incorporated by reference and are made a part hereof.

SECTION 513. Disputes and Governing Law. All disputes under this Contract, if not resolved by the parties, shall be resolved by courts and competent jurisdiction in the State of Maryland, and in accordance with the law of the State of Maryland.

SECTION 514. Severability. If any provisions hereof shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect any of the remaining provisions hereof, and this Contract shall be construed and enforced as if such invalid and unenforceable provision had not been contained herein.

IN WITNESS HEREOF, the parties hereto have caused this Contract to be executed.

THE COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY

WITNESS

CHRISTOPHER CORCHIARINO
President

COMMISSIONERS OF SUDLERSVILLE

WITNESS

KEITH GRIFFITH
President

Approved for legal form and Sufficiency this _____ day of _____, 2021.

Town Attorney

County Attorney

EXHIBIT A

FOXXTOWN APARTMENTS AND SENIOR CENTER WATER SYSTEM PROPOSAL

1. PROPOSED SCOPE OF WORK

The County Commissioners of Queen Anne's County are proposing to operate the Foxxtown Apartments and Senior Center Water Treatment System using County operations personnel. The proposed scope of work for this effort is described in the remainder of this section. The focus of all work will be to insure compliance at the facility.

Personnel

The County will provide operations personnel who are properly trained and licensed to operate and maintain the water treatment facilities and related equipment in accordance with all applicable regulations.

Activities

County operations personnel will complete the following activities:

- 1) Visit the site as required to ensure proper operation.
- 2) Record findings in the logbook, complete lab tests, record pressure readings, check chlorine usage and other related process chemicals.
- 3) Procure all necessary supplies and materials outlined in the attached budget for the efficient treatment of water to include the use of outside contractors as needed to perform specialized repairs and/or installations.
- 4) The County has included sampling and laboratory services in the budget for the testing of lead and copper, total coliform, nitrate, fluoride, arsenic, iron and the phase II and V metals. **The amount budgeted is an estimate as MDE may require more or less frequent sampling in the future depending on the results of the analysis and population changes.**
- 5) Compile and submit all reports required by local, State and Federal regulatory agencies.
- 6) Provide response 24 hours per day in the event of emergency situations such as an equipment malfunction.
- 7) Prepare an annual report, which details the status of equipment, plant operations, and make recommendations regarding improvements to the system.
- 8) Prepare an annual actual cost evaluation to compare the fees charged to the actual cost to operate the Town's Plant. These reports, in total, will be used to negotiate the Annual Budget after the initial 5-year term.



**Queen
Anne's
County**

DEPARTMENT OF PLANNING & ZONING

110 Vincit St., Suite 104
Centreville, MD 21617

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

County Commissioners:

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

ACTION ITEM

MEMORANDUM

DATE: 23 February 2021
TO: County Commissioners of Queen Anne's County
Todd Mohn, County Administrator
FROM: Amy G. Moredock, Principal Planner
SUBJECT: Request to release a portion of a Forest Conservation Easement

BACKGROUND

In 2005, a Forest Conservation Easement was platted and documented in a deed easement on lands owned by the Moore Family Partnership as a requirement of a large lot subdivision (Plat SM36/34 and Deed SM1489/555). In 2017, that property was purchased by Two Farms, LLC and subsequently, the State Highway Administration has obtained a portion of that parcel in fee simple for a right of way.

SHA is requesting that the County release a 3,800 square foot section of the Forest Conservation Easement located within that right of way. SHA is requesting that they be able to pay the fee in lieu amount of \$1,279.08 for the 3,800 square foot area of required forest retention as platted and documented in a deed easement on lands previously owned by the 2005 Moore Family Partnership (now owned by Two Farms, LLC). Please see SHA memorandum attached.

OBJECTIVE

SHA is seeking a clear title within their fee simple right of way while remaining compliant with the Forest Conservation requirements. In order for this to occur, the County Commissioners would need to approve and execute the attached partial Release of Easement and accept payment of fee in lieu.

COUNTY COMMISSIONER ACTION

Action Requested:

- Having been reviewed by staff and County Attorney Patrick Thompson, staff recommends that Commissioners approve the requested action and that Commission President Chris Corchiarino execute the Release of Easement and the County collect a fee in lieu payment of \$1,279.08 to release the 3,800 square foot area from the platted protective easement.

Suggested Motion:

- I move to approve the requested action by SHA and that Commission President Chris Corchiarino execute the Release of Easement and the County collect a fee in lieu payment of \$1,279.08.

January 28, 2021

MEMORANDUM

TO: Amy Moredock, Planning Director
Queen Anne's Planning and Zoning

FROM: Jennifer Armes, Real Property Manager
Office of Real Estate - District 2

SUBJECT: Project: AW896B32
Termini: MD Route 404
Property: Two Farms, LLC
Item No.: 105499

The State Highway Administration has been attempting to close the above referenced project on MD Route 404 for the past four years.

It was discovered, Queen Anne's County had a Perpetual Protective Agreement - Deed of Forest Conservation Easement on a property we had acquired in fee simple.

For SHA to close the case and have clear title, a Release of Easement needs to be executed. It was also determined the compensation for this was \$1,279.08.

If you have any questions, please do not hesitate to contact me.
Your cooperation in this matter is greatly appreciated.

**RELEASE OF
EASEMENT**

Project No. AW896B32

Item No. 105499R

THIS PARTIAL RELEASE OF EASEMENT made this ____ day of _____ in the year 20____.

By the **BOARD OF COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND**, hereinafter sometimes called the "GRANTOR", unto the STATE OF MARYLAND to the use of the STATE HIGHWAY ADMINISTRATION OF THE MARYLAND DEPARTMENT OF TRANSPORTATION, hereinafter sometimes called the "GRANTEE."

WHEREAS, GRANTOR has heretofore acquired certain property rights, situate, lying and being in Queen Anne's County, State of Maryland; and

WHEREAS, GRANTEE acquired certain fee simple property, consisting of 14,832 square feet or 0.3405 of an acre of land, more or less, from Two Farms, Inc. by a deed dated January 3, 2017 and recorded January 27, 2017 among the Land Records of Queen Anne's County, Maryland, in Liber No. 2637, folio 399; and

WHEREAS, the above-mentioned fee simple acquisition is subject to a Perpetual Protective Agreement Deed of Forest Conservation Easement recorded among the Queen Anne's County Land Records in Liber No. 1489, folio 555; and

WHEREAS, GRANTOR has agreed to release a portion of the easement that is within the aforementioned acquisition; and

WHEREAS, GRANTOR is a resident entity under Section 10-912 (a)(4) of the Tax -General Article of said Code, the undersigned is an agent of GRANTOR, and the undersigned has the authority to sign this instrument on GRANTOR's behalf.

NOW, THEREFORE, THIS PARTIAL RELEASE OF EASEMENT WITNESSETH that in consideration of One Thousand Two Hundred Two Seventy-Nine and 08/100 Dollars (\$1,279.08), paid by GRANTEE unto GRANTOR, the receipt and adequacy of which is hereby acknowledged, the said GRANTOR does hereby, release, relinquish, and extinguish unto GRANTEE, its successors and assigns, all its right, title and interest in and to that part of said easement more particularly described as follows:

ALL that 3,853 square foot or 0.088 of an acre parcel, shown shaded on State Highway Administration Plat numbered 59053, and that part of the temporary easement area adjacent to it as shown hatched on said Plat.

A reduced copy of State Highway Administration Plat numbered 59053 is attached hereto and incorporated herein as **Exhibit No. 1**.

And further described as "Limit of Forest Retention Area PB 41/60B" on Forest Retention Area Item No. 105499R which attached hereto and incorporated herein as **Exhibit A**.

BEING part of the Perpetual Protective Agreement Deed of Forest Conservation Easement, acquired by GRANTOR by an instrument dated June 13, 2005 as recorded among the Land Records of Queen Anne's County, Maryland, in Liber No. 1489, folio 555.

The actual consideration paid by GRANTEE to GRANTOR is One Thousand Two Hundred Seventy-Nine and 08/100 Dollars (\$1,279.08).

IN TESTIMONY WHEREOF, Witness the hand and seal of the GRANTOR:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY COMMISSIONERS

By: _____ (Seal)
CHRISTOPHER M. CORCHIARINO, President

STATE OF MARYLAND - COUNTY OF _____

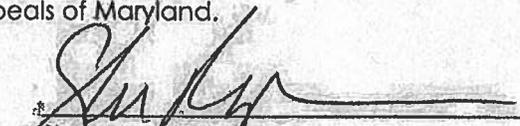
I HEREBY CERTIFY that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for the County aforesaid, personally appeared **Christopher M. Corchiarino**, President, and acknowledged the foregoing release of easement to be the act of the Board of County Commissioners of Queen Anne's County, Maryland and, at the same time, made oath in due form of law that she/he is fully authorized to execute and acknowledge the same.

AS WITNESS MY HAND AND NOTARIAL SEAL, this _____ day of _____ in the year _____.

_____ (Seal)
Notary Public

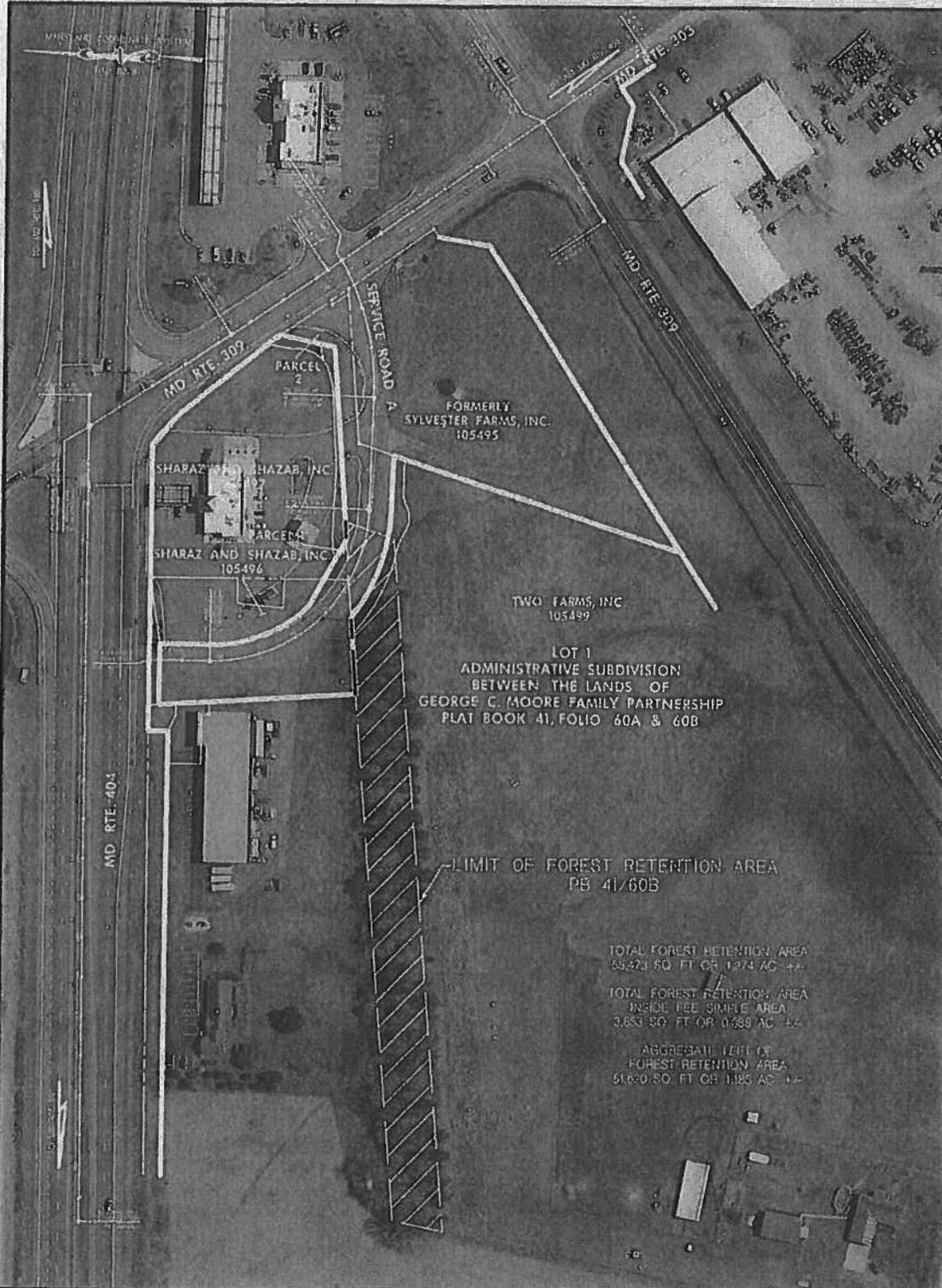
My Commission Expires:

I hereby certify that this instrument was prepared under my supervision, an attorney admitted to practice by the Court of Appeals of Maryland.


Shannon Menapace
Assistant Attorney General

X=1609235
Y=458625

X=1609278
Y=458411



TOTAL FOREST RETENTION AREA
65,474 SQ. FT. OR 1.274 AC +/-

TOTAL FOREST RETENTION AREA
INSIDE TREE SIMPLE AREA
3,831 SQ. FT. OR 0.089 AC +/-

AGGREGATE TREE OF
FOREST RETENTION AREA
51,600 SQ. FT. OR 1.185 AC +/-

**EXHIBIT A
FOREST RETENTION AREA
ITEM 105499R**

STATE OF MARYLAND - DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION - STATE ROADS COMMISSION

| | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------------------------------------------------------|------------------|
| <small>THE BOUNDARY LINES AND LINES OF DIVISION SHOWN HEREON ARE AN INTERPRETATION OF DEEDS AND PLATS OF RECORD, STATE HIGHWAY ADMINISTRATION PLATS AND FIELD SURVEYS.</small> | COUNTY: <u>QUEEN ANNE'S</u> | RIGHT OF WAY PROJECT : MD 404 - PHASE IB - WEST OF MD 309 TO CEMETERY ROAD | |
| | PART OF PLAT NO. 59053 | SCALE: 1" = 150' | SHEET No: 1 of 1 |

X=1607293
Y=458557

S:\CADD\PSD\Plats\2006\00-314\EXHIBIT 8.SXD.DGN

X=1607335
Y=458347



*Queen
Anne's
County*

DEPARTMENT OF PLANNING & ZONING

110 Vincit St., Suite 104
Centreville, MD 21617

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

County Commissioners:

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

ACTION ITEM - FOR SIGNATURE

Date: February 17, 2021

To: County Commissioners
County Administrator
Margie Houck

From: Rob Gunter, Development Review Principal Planner

Re: Merrick Farm, LLC – Administrative Subdivision #20-07-0184
Legal Documents – Termination of Open Space Easement and Termination of Forest Conservation Easement

Please find attached a Termination of Open Space Easement (“Easement”) and Termination of Forest Conservation Easement documents for the Merrick Farm, LLC administrative subdivision.

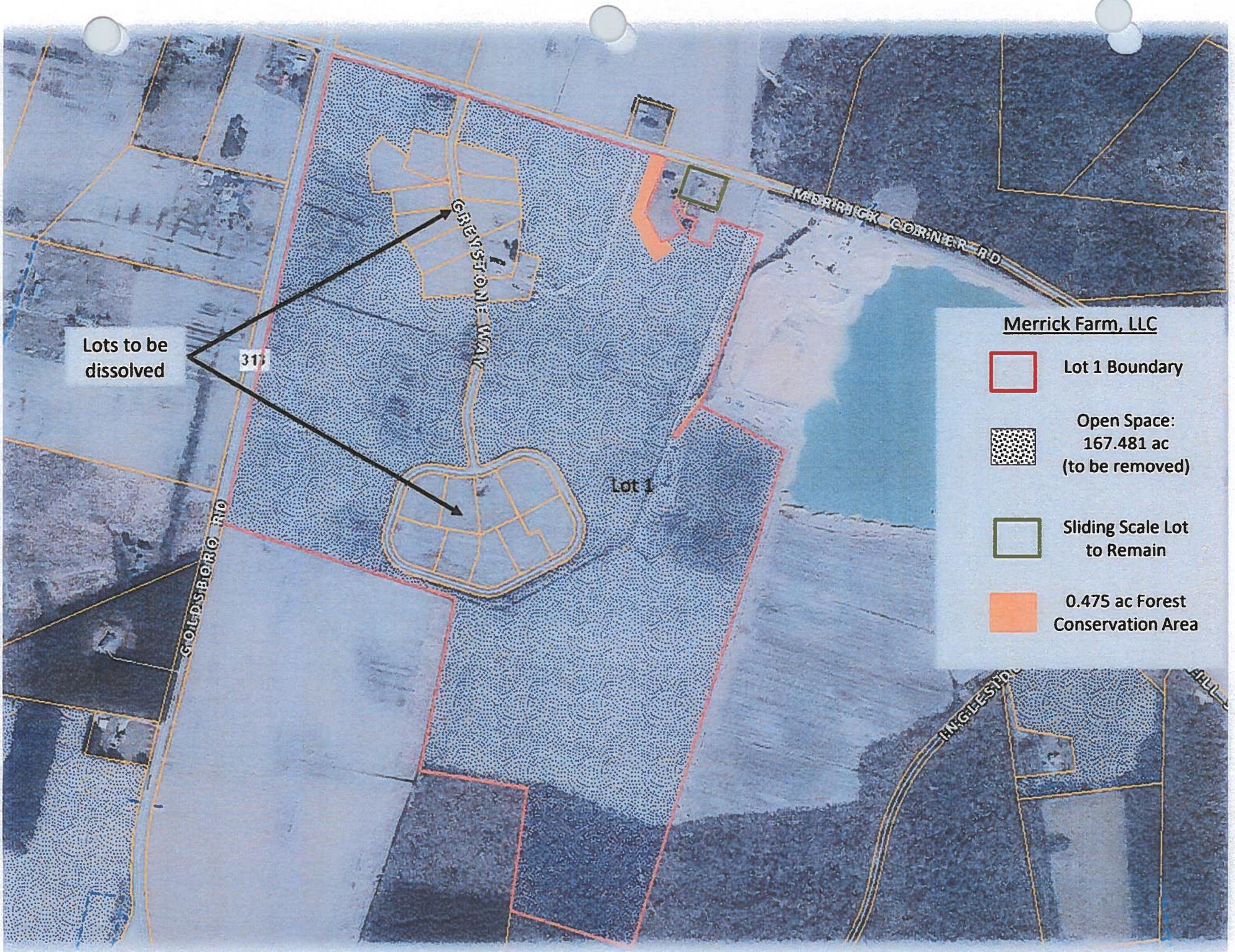
In 2006 Merrick Farms LLC, received approval for a major subdivision known as Greystone. The subdivision created 23 total lots (20 cluster lots, 2 sliding scale lots and 1 large lot). To comply with provision of the zoning ordinance, 167.481 acres of open space were deed restricted to support the cluster subdivision lots. Additionally, as part of the approval process the applicant provided 6.40 acres of forest conservation area.

Currently the applicant has proposed an administrative subdivision to dissolve 21 lots (20 cluster lots and 1 sliding scale lot) and combine them into existing Lot 1 which was the original parent parcel. One sliding scale lot from the original subdivision is to remain. This sliding scale lot does not require the deed restriction of open space but will require forest conservation.

The proposed administrative subdivision to dissolve the all cluster lots nullifies the need for an open space easement. To support the one remaining sliding scale lot a 0.475 acres forest conservation area is provided by the applicant.

Respectfully, staff requests that the County Commissioners please review and sign the Termination of Open Space Easement and the Termination of Forest Conservation Easement.

Motion: I move to sign the Merrick Farms, LLC Termination of Open Space Easement, and the Termination of Forest Conservation Easement.



Merrick Farm, LLC

 Lot 1 Boundary

 Open Space:
167.481 ac
(to be removed)

 Sliding Scale Lot
to Remain

 0.475 ac Forest
Conservation Area

Lots to be dissolved

311

GREYSTONE WAY

MERRICK CORNER RD

GOLDSBORO RD

Lot 1

INGLESIDE FALL

**TERMINATION OF PERPETUAL PROTECTIVE AGREEMENT
TERMINATION OF FOREST CONSERVATION EASEMENT**

THIS TERMINATION OF PERPETUAL PROTECTIVE AGREEMENT AND TERMINATION OF FOREST CONSERVATION EASEMENT is made this _____ day of _____, 2020, by and between **THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND**, a political subdivision of the State of Maryland, hereinafter referred to as "Grantor".

RECITALS

WHEREAS, Grantor and Grantee entered into a Perpetual Protection Agreement and Deed of Forest Conservation Easement by deed dated July 10, 2006 and recorded among the Land Records of Queen Anne's County at Book 1625, page 587 that encumbered those lands of Merrick Farm, LLC, being that tract of land situate lying and being in the Second Election District of Queen Anne's County, State of Maryland, containing 172 acres of land, more or less, more fully described in a deed from C. Percival Merrick, Jr. and Elizabeth C. Merrick to Merrick Farm, LLC, dated November 19, 2004, and recorded among the Land Records of Queen Anne's County in Book 1335, page 475. The property is more particularly described by metes and bounds and courses and distances by a set of plats, containing eight (8) sheets, entitled "MAJOR SUBDIVISION OF GREYSTONE," dated October, 2005, by Kirby & Associates, professional land surveyors, and recorded among the Plat Records of Queen Anne's County at Book 37, page 71A-H ("Greystone Subdivision");

WHEREAS, as part of the Greystone Subdivision approval process, Grantor submitted and the County approved a Final Forest Conservation Plan (Plan # 02-05-10-0020) pursuant to the Queen Anne's County Forest Conservation Act (Chapter 18, Public Local Laws of Queen Anne's County) (the Plan), which sets forth the requirements for forest afforestation in 6.400 acres located on the aforesaid property ad designated on the final subdivision plan as "6.400 Ac. ± PROTECTED AFFORESTATION AREA #1;"

WHEREAS, Grantor is now administratively subdividing the subject property so that upon completion Lots 2 and Lots 4 through 23 created by the Greystone Subdivision are abandoned and incorporated into Lot 1, and Lot 3 will remain unchanged;

WHEREAS, as a condition of the administrative subdivision approval process, Grantor has submitted an amended Forest Conservation Plan (the Amended Plan), which sets forth the requirements of forest afforestation in 0.475 acres ± located on the aforesaid Lot 1 and designated as "0.475 Ac. ± PROTECTED AFFORESTATION AREA" on the "Amended Forest Conservation Plan (Plan # 02-05-10-0020)," Sheet 5 of 5 sheets of the "Administrative Subdivision Plat of the Lands of Merrick Farm, LLC" dated May, 2020 by Kirby & Associates, professional land surveyors, and recorded even herewith among the Plat Records of Queen

Anne's County and made a part hereof by reference (the Protected Afforestation Area), attached hereto as Exhibit A; and

WHEREAS, Grantor herein has been granted a Protective Agreement and Forest Conservation Easement dated and recorded even herewith among the Land Records of Queen Anne's County memorializing the Amended Plan set forth in Exhibit A.

NOW, THEREFORE, in consideration of the sum of ZERO Dollars (\$0.00) and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Grantor does hereby declare and agree that the terms, conditions, and restrictions of the Perpetual Protective Agreement and Forest Conservation Easement are released and henceforth null and void.

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

WITNESS

GRANTOR

Christopher M. Corchiarino, County Commissioner (SEAL)

WITNESS

GRANTOR

Philip L. Dumenil, County Commissioner (SEAL)

WITNESS

GRANTOR

James J. Moran, County Commissioner (SEAL)

WITNESS

GRANTOR

Jack N. Wilson, County Commissioner (SEAL)

WITNESS

GRANTOR

Stephen Wilson, County Commissioner (SEAL)

Approved as to legal sufficiency:

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

2/2/21
Date

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WITNESS

[Handwritten signature]

FOR MERRICK FARM, LLC

[Handwritten signature] (SEAL)
Jonathan Byler for Byler Materials, LLC,
LLC Manager of Merrick Farm, LLC

STATE OF MARYLAND, ^{Kent} ~~QUEEN ANNE'S~~ COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 30th day of October, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared **Jonathan Byler**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

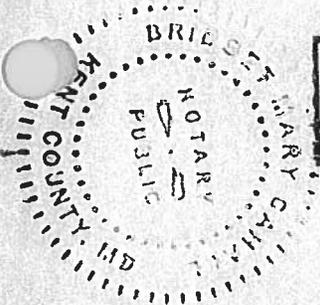
WITNESS my hand and Notarial Seal.

{SEAL}

Bridget M. Mahoney
Bridget M. Mahoney
Tammy L. Rigoli, Notary Public

BRIDGET MARY CAHALL
Notary Public
State of Maryland
Kent County

My Commission Expires: ~~July 21, 2022~~
12/04/2021
Commissioned as Bridget M. Cahall



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

I HEREBY CERTIFY, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared **Christopher M. Corchiarino, County Commissioner**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

{SEAL}

Print: _____, Notary Public

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared **Philip L. Dumenil, County Commissioner**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

{SEAL}

Print: _____, Notary Public

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared **James J. Moran, County Commissioner**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

{SEAL}

Print: _____, Notary Public

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared **Jack N. Wilson, County Commissioner**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

{SEAL}

Print: _____, Notary Public

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared **Stephen Wilson, County Commissioner**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

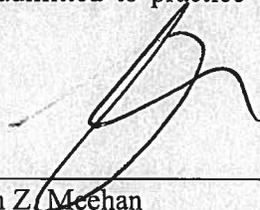
{SEAL}

Print: _____, Notary Public

My Commission Expires: _____

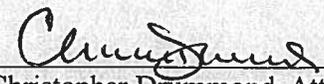
ATTORNEY CERTIFICATION

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



Stephen Z. Meehan

Approved as to legal sufficiency.



Christopher Drummond, Attorney
Queen Anne's County Planning Commission

2/3/21

Date

TERMINATION OF OPEN SPACE EASEMENT

THIS TERMINATION OF OPEN SPACE EASEMENT made this _____ day of May, 2020, by **THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND**, a political subdivision of the State of Maryland, hereinafter referred to as "Grantor".

RECITALS

WHEREAS, Grantee granted a Deed of Open Space Easement ("Open Space Easement") to Grantor by deed dated July 6, 2006 and recorded among the Land Records of Queen Anne's County at Book 1625, page 581 that encumbered that tract of land situate lying and being in the Second Election District of Queen Anne's County, State of Maryland, containing 172 acres of land, more or less, more fully described in a deed from C. Percival Merrick, Jr. and Elizabeth C. Merrick to Merrick Farm, LLC, dated November 19, 2004, ad recorded among the Land Records of Queen Anne's County in Book 1335, page 475. The property is more particularly described by metes and bounds and courses and distances by a set of plats, containing eight (8) sheets, entitled "MAJOR SUBDIVISION OF GREYSTONE," dated October, 2005, by Kirby & Associates, professional land surveyors, and recorded among the Plat Records of Queen Anne's County at Book 37, page 71A-H ("Greystone Subdivision").

WHEREAS, the aforementioned Deed of Open Space Easement was granted to comply with the provisions of Chapter 18, Public Local Laws of Queen Anne's County (hereinafter "Chapter 18"), that required a portion of the Grantee's land to be designated "Open Space" and restricted as to use in accordance with the provisions of Chapter 18, including any subsequent amendment thereto ("Open Space" Lands of Merrick Farm, LLC).

WHEREAS, Grantor transferred the Greystone Subdivision lands to Timber Haven, LLC by deed dated December 22, 2006 and recorded among the Land Records of Queen Anne's County at Book 1645, page 276. Grantor reacquired the Greystone Subdivision lands from Timber Haven, LLC by deed dated April 1, 2020 and recorded among the Land Records of Queen Anne's County at Book 3310, page 3.

WHEREAS, Grantor is now administratively subdividing the subject property so that upon completion Lots 2 and Lots 4 through 23 created by the Greystone Subdivision are abandoned and incorporated into Lot 1, and Lot 3 will remain unchanged. The administrative subdivision nullifies the need for an Open Space Easement.

WHEREAS, the Greystone Subdivision and Open Space lands to be abandoned are more particularly described by metes and bounds and courses and distances by a set of plats, containing five (5) sheets, entitled the "Administrative Subdivision Plat of the Lands of Merrick Farm, LLC" dated May, 2020 by Kirby & Associates, professional land surveyors, and recorded even herewith among the Plat Records of Queen Anne's County and made a part hereof by reference (Administrative Subdivision Plan), attached hereto as Exhibit A.

WHEREAS, by this Termination of Open Space, Grantor hereby abandons any rights, claims, or authority encumbering the Open Space lands previously granted by Grantee.

NOW, THEREFORE, in consideration of the sum of ZERO Dollars (\$0.00) and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Grantor does hereby declare and agree that the terms, conditions, and restrictions of the Open Space Easement are released and hereinafter null and void.

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

WITNESS

GRANTOR

Christopher M. Corchiarino, County Commissioner (SEAL)

WITNESS

GRANTOR

Philip L. Dumenil, County Commissioner (SEAL)

WITNESS

GRANTOR

James J. Moran, County Commissioner (SEAL)

WITNESS

GRANTOR

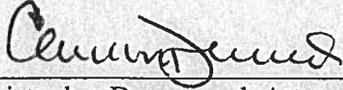
Jack N. Wilson, County Commissioner (SEAL)

WITNESS

GRANTOR

Stephen Wilson, County Commissioner (SEAL)

Approved as to legal sufficiency:



Christopher Drummond, Attorney
Queen Anne's County Planning Commission

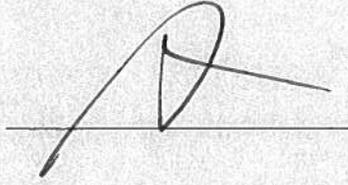
2/3/21

Date

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WITNESS

FOR MERRICK FARM, LLC



 (SEAL)
Jonathan Byler for Byler Materials, LLC,
LLC Manager of Merrick Farm, LLC

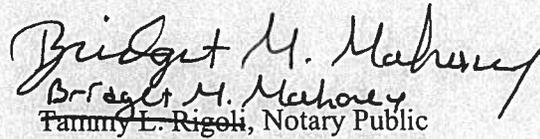
STATE OF MARYLAND, ^{Kent}~~QUEEN ANNE'S COUNTY~~, TO WIT:

I HEREBY CERTIFY, that on this 30th day of October, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared **Jonathan Byler**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

{SEAL}

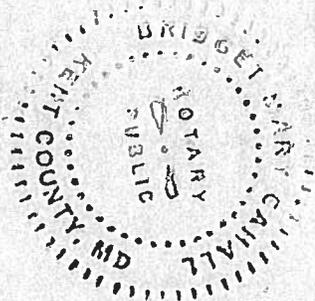
BRIDGET MARY CAHALL
Notary Public
State of Maryland
Kent County


Bridget M. Mahoney
Tammy L. Rigoli, Notary Public

My Commission Expires: ~~July 21, 2022~~

12/04/2021
(Commissioned as Bridget M. Cahall)

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

I HEREBY CERTIFY, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared **Christopher M. Corchiarino, County Commissioner**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

{SEAL}

Print: _____, Notary Public

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared **Philip L. Dumenil, County Commissioner**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

{SEAL}

Print: _____, Notary Public

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared **James J. Moran, County Commissioner**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

{SEAL}

Print: _____, Notary Public

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared **Jack N. Wilson, County Commissioner**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

{SEAL}

Print: _____, Notary Public

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared **Stephen Wilson, County Commissioner**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

{SEAL}

Print: _____, Notary Public

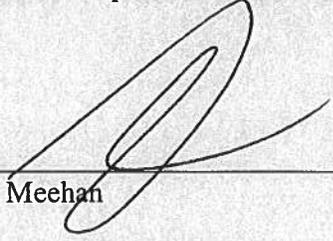
My Commission Expires: _____

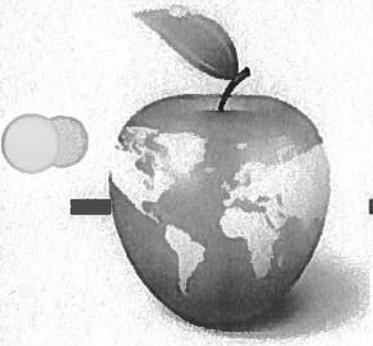
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ATTORNEY CERTIFICATION

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

Stephen Z. Meehan





Queen Anne's County Public Schools

Preparing World-Class Students Through Everyday Excellence

202 Chesterfield Avenue

Centreville, MD 21617

410-758-2403

www.qacps.org

February 12, 2021

Dear Community Partner,

Queen Anne's County Public Schools (QACPS) will host its 18th Annual Awards Gala on April 16, 2021, at the Chesapeake Bay Beach Club. This event celebrates the finalists for Teacher of the Year (TOY) and outstanding accomplishments of twelve (12) support employees. This event is a high point of our school system in which the spotlight shines on our dedicated QACPS employees. The evening culminates with the announcement of our 2021-2022 Teacher of the Year.

Much of the success for this event comes from the support of our sponsors. We know this past year has taken a toll on many businesses, and we appreciate anything you can do. Your contribution will ensure we have great awards for every honoree. Please help make this event a success by being a sponsor.

- ★ Platinum Sponsor - Donation of \$1,000 or more
- ★ Gold Sponsor - Donation of \$500 - \$999
- ★ Silver Sponsor - Donation of \$200 - \$499
- ★ Bronze Sponsor - Donation of \$100 - \$199
- ★ Supporting Sponsor - Donation of up to \$99

Sponsorships may be in the form of checks, gift cards, goods, or services and are tax deductible. All proceeds from sponsorships will directly benefit the honorees. Please see the enclosed sponsorship form for full details. We ask that all donations and gifts be sent to the QACPS by March 19, 2021.

We are proud of our great teachers and employees who all work together to educate and inspire QACPS's almost 7,300 students. We are grateful for our community partners who work with us in recognizing these amazing individuals through your generous support.

Sincerely,

Andrea M. Kane, Ph.D.
Superintendent of Schools

QACPS Annual Awards Gala Sponsorship

*Join Us in Honoring the Best and Brightest of
Queen Anne's County Public School System Employees*

As a sponsor, you will receive the following:

| Sponsor Level | Interview Featured on QACTV, Logo on QACPS Homepage & June Board Meeting Recognition | Logo/ Sponsor Level Displayed at Entrance to Event & Recognition Plaque | Company Logo & Website Showcased on www.qacps.org as a Sponsor | Logo Included on all Event Advertising and Printed Materials | Recognition During the Event Presentations |
|---------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------|
| Platinum | ★ | ★ | ★ | ★ | ★ |
| Gold | | ★ | ★ | ★ | ★ |
| Silver | | | ★ | ★ | ★ |
| Bronze | | | | ★ | ★ |
| Supporting | | | | | ★ |

Please accept my sponsorship as a sponsor at the following level:

Platinum
 Gold
 Silver
 Bronze
 Supporting

Please accept my sponsorship in the form of:

Check in the amount of \$ _____

Gift card(s) totaling \$ _____

Other valued at \$ _____

Description: _____

Your Name: _____ Company Name: _____
 Phone Number: _____ Email Address: _____
 Website Address: _____

If you are interested in sponsoring a particular award, please indicate by checking the appropriate box below.

| | |
|-------------------------------------------------------------|-------------------------------------------------------------|
| Teacher of the Year <input type="checkbox"/> | TOY Finalists <input type="checkbox"/> |
| Outstanding Bus Driver <input type="checkbox"/> | Coach/Advisor of the Year <input type="checkbox"/> |
| Community Volunteer of the Year <input type="checkbox"/> | Outstanding Educational Specialist <input type="checkbox"/> |
| Outstanding Leadership Award <input type="checkbox"/> | Outstanding New Teacher <input type="checkbox"/> |
| Outstanding Operational Employee <input type="checkbox"/> | Para-Educator of the Year <input type="checkbox"/> |
| Secretary of the Year <input type="checkbox"/> | Sodexo Employee of the Year <input type="checkbox"/> |
| Outstanding Student Services Award <input type="checkbox"/> | Outstanding Support Employee <input type="checkbox"/> |

Please return this completed form and your donation to: QACPS Accountability Office, Attn: Renee Wolff
 202 Chesterfield Ave.
 Centreville, MD 21617

All Donations must be received by March 19, 2021 or contact Mrs. Wolff by phone 410-758-2403 x137 or by email renee.wolff@qacps.org, to arrange pick-up or if you have questions.



Maryland Department of Agriculture

Agriculture | Maryland's Leading Industry

Office of Plant Industries and Pest Management

Mosquito Control

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor
Joseph Bartenfelder, Secretary
Julianne A. Oberg, Deputy Secretary

The Wayne A. Cawley, Jr. Building
50 Harry S. Truman Parkway
Annapolis, Maryland 21401
www.mda.maryland.gov

410.841.5870 Baltimore/Washington
410.841.5835 Fax
800.492.5590 Toll Free

February 04, 2021

The Honorable Mark A. Anderson, Commissioner President
Board of County Commissioners
107 N. Liberty Street
Centreville, Maryland 21617

Dear Mr. Anderson:

The Maryland Department of Agriculture, Mosquito Control Section, has prepared an estimate of operating expenses for mosquito control in Queen Anne's County during the 2021 season. This budget estimate is based on previous years' expenditures and anticipated costs for the upcoming season.

The proposed mosquito control budget for the 2021 season in Queen Anne's County is enclosed. If these amounts are acceptable, please sign and return two copies. If you wish to revise the suggested amounts, please line through the typed amount, write the new amount, initial and return two signed two copies of the document to the Maryland Department of Agriculture. Please note that if the local and/or county share is reduced, there will be a proportional reduction of State funds allotted. Once the copies are received by the Department, both copies will be signed, one will be returned to you, and one will remain in the Department file.

Please give this matter prompt attention as mosquito control activities will be starting soon in many areas. Thank you for your continued support. I trust that our cooperative efforts will result in a successful mosquito control program in Queen Anne's County. Please call me if you have any questions.

Sincerely,

Brian Prendergast
Program Manager

BFP/mes
Enclosure

cc: Kevin Conroy, Assistant Secretary

PROPOSED BUDGET
 QUEEN ANNE'S COUNTY-MOSQUITO CONTROL
 CALENDAR YEAR 2021
 (FY 2022 SETTLEMENT)

| <u>TEMPORARY WORK</u> | <u>LOCAL</u> | <u>COUNTY</u> | <u>STATE</u> | <u>TOTAL WORKING BUDGET</u> |
|----------------------------------------------------------------------------|-----------------|-----------------|-----------------|---------------------------------|
| Integrated Mosquito Management County-wide Surveillance/Larvicide | None | \$30,000 | \$20,000 | \$50,000 |
| Adult Mosquito Surveillance and Control in Participating Communities | \$86,000 | None | None | \$86,000 |
| Total | \$86,000 | \$30,000 | \$20,000 | \$136,000 |

All MDA adulticiding costs, including supervision, surveillance, spray technicians, spray equipment, insecticides and supplies will be invoiced at 100% of total cost.

APPROVED BY COUNTY:

APPROVED BY STATE:

Name/Title

Kevin Conroy, Assistant Secretary

Name/Title

Signature

Signature

Date

Date

PROPOSED BUDGET
 QUEEN ANNE'S COUNTY-MOSQUITO CONTROL
 CALENDAR YEAR 2021
 (FY 2022 SETTLEMENT)

| <u>TEMPORARY WORK</u> | <u>LOCAL</u> | <u>COUNTY</u> | <u>STATE</u> | <u>TOTAL WORKING BUDGET</u> |
|----------------------------------------------------------------------------|-----------------|-----------------|-----------------|---------------------------------|
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All MDA adulticiding costs, including supervision, surveillance, spray technicians, spray equipment, insecticides and supplies will be invoiced at 100% of total cost.

APPROVED BY COUNTY:

APPROVED BY STATE:

 Name/Title

 Signature

 Date

Kevin Conroy, Assistant Secretary

 Name/Title

 Signature

 Date

CC-27

Date 2/9/2021

QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY2021

| Description of expenditure/revenue accounts to Increase/(decrease): | Fund | Account Code | Increase (Decrease) Amount |
|---------------------------------------------------------------------|------|--------------|----------------------------------|
| Increase Special Loans/Grants Prog Other State Operating Grants | 714 | 714000 33590 | \$ 26,121 |
| Net Increase in Revenue | | | \$ 26,121 |
| Increase Special Loans/Grants Prog Other | 714 | 714000 5995 | \$ 26,121 |
| Net Increase in Expenditures | | | \$ 26,121 |

Justification:

This amendment shows the carryover of \$26,121 from FY20 for the MAHT Grant. Half of the grant was budgeted in FY20 and the other half in FY21. From the FY20 portion, \$26,121 was not spent. Therefore, this amendment establishes budget authority to spend in FY21.

NO ADDITIONAL COUNTY FUNDS ARE REQUESTED

NH
2/16/21

Requester printed Department: Michael R. Park, Housing & Community Services

Requester signature & date: *[Signature]* 2/16/21

Finance Director signature & date: *[Signature]*

Approval & date: 2-16-21

CC-28

Entered By _____

Date 2/16/2021

QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY2021

Description of expenditure/revenue accounts to

| | | | Fund | Account Code | | Increase (Decrease) Amount |
|----------|-------------------------------------|-----------------------|------|--------------|-------|----------------------------------|
| Increase | General Fund - Economic Development | Federal grant revenue | 100 | 155310 | 32490 | \$ 30,000 |
| Increase | General Fund - Economic Development | Consulting Expense | 100 | 155310 | 5020 | \$ 30,000 |
| | | | | | | |
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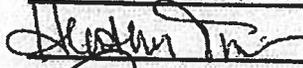
Justification:

This amendment established budget authority for the USDA Rural Business Development Grant. Economic Development will use this grant as part of the Queen Anne's County rebranding project. The grant is for \$30,000 of federal funds, along with a required \$10,000 match which will come from the existing Economic Development budget. No other funds are requested.

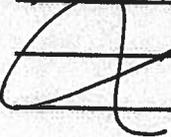
The grant agreement was approved and signed by the Queen Anne's County Commissioners on 9/22/20.

MH
2/16/21

Requester printed Department: Heather Tinelli, Director, Economic & Tourism Development

Requester signature & date: 

Finance Director Approval & date: _____

County Administrator Approval & date:  2-16-2

12
COUNTY ADMINISTRATOR'S OFFICE

The Liberty Building
107 North Liberty Street
Centreville, MD 21617

Telephone: (410) 758-4098

Fax: (410) 758-1170

TDD: (410) 758-2126

Email: tmohn@qac.org

County Administrator: Todd R. Mohn, PE



**Queen
Anne's
County**

County Commissioners:

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

MEMORANDUM

To: County Commissioners
From: Todd R. Mohn, County Administrator
Subject: Fiscal 2022 Budget Calendar
Date: February 23, 2021

Attached is the updated FY 2022 Budget Calendar, listing the dates and times that Department Heads will be meeting with you to review their budgets.

The schedule also shows three budget hearings. By law, you are only required to hold the Constant Yield Hearing scheduled for May 11, 2021. Last year, due to COVID-19, the Constant Yield Hearing was the only one held. Please let me know how you prefer to handle these hearing this year.

Fiscal 2022 Budget Calendar

| | |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| October 8 | Spending Affordability Committee Meeting #1 |
| October 22 | Spending Affordability Committee Meeting #2 |
| October 27 | Commissioners Approve Draft FY2022 Budget Schedule and Guidelines |
| November 1 | Spending Affordability Committee Report Due |
| November 9 | Capital Projects Budget Guidelines & Instructions are Distributed |
| December 9 | Capital Project Budget Submissions Due to Finance |
| December 7 | Operating Budget Guidelines & Instructions Released |
| December | Optional Budget Prep Assistance with Budget Analyst |
| Dec. – Feb. | Finance Office Budget Review |
| January 8 | Send Tax Set-Off/Tax Differential Request Forms to Municipalities |
| January 9 | Outside Agency Grant Request Forms Distributed |
| February 5 | <p>Complete Operating Budget Submissions are Due, Including:</p> <ul style="list-style-type: none"> - Mission Statement & Departmental Overview - Goals, Objectives & Performance Measures - List of Proposed Efficiencies/LEAN projects - Organization Chart / Personnel Listing - Fee Schedule - Revenue Budget Submission - Expenditure Budget Submission - Justifications - Enhancements with Justification - Position Change Requests (previously reviewed by HR) |
| February 22 | Outside Agency Funding Requests are Due to Finance |
| Feb 23 | Municipal Tax Set-Off/Tax Differential Requests are Due to Finance |
| Feb. 24 – Mar. 12 | County Administrator Budget Review Meetings with Departments |
| March 10 | Municipal Tax Set-Off/Tax Differential Meeting |
| March 30 | County Administrator's Budget Submitted to Commissioners |
| April 6 | Budget Work Session #1 (BOE, DES, Sheriff) |
| April 8 | Budget Work Session #2 (DPW, Parks & Recreation, Airport, Golf Course & Public Landings) |
| April 13 | Budget Work Session #3 |
| April 15 | Budget Work Session #4 |
| April 27 | Commissioners' Proposed Budget Released |
| April 27 | Citizens' Budget Letter to Printer |
| May 4 | Citizens' Budget Letter Mailed |
| May 10 | Public Hearing at Bayside Elementary School |
| May 11 | Public Hearing at Liberty Building (Tax Rate Hearing) |
| May 12 | Public Hearing at Sudlersville Middle School |
| May 18 | Budget Work Session #5 |
| June 8 | Adopt Budget & Tax Rates |