



**Queen
Anne's
County**

County Commissioners:

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

DEPARTMENT OF PUBLIC WORKS

312 Safety Drive
Centreville, MD 21617

Telephone: (410) 758-0925
Fax: (410) 758-3341
www.qac.org

Date: March 23, 2021

ACTION ITEM

To: County Commissioners

From: Lee E. Edgar

Re: DES Station 400 Safety Drive - Mezzanine & Windows Construction Contract Award

Sealed bids were received and opened on Tuesday, March 16, 2021 for the Department of Emergency Services (DES) Station 400 Mezzanine & Windows construction contract. The work consists of the demolition of existing first floor enclosures and new construction of a fourteen-foot by thirty-six-foot (14'x36') wood-framed mezzanine with enclosed understory spaces. The mezzanine is designed to make more economical use of the former MSP hangar located off Safety Drive, by providing secure, bi-level storage space for Emergency Medical Services (EMS) emergency response equipment and medical supplies. The height of the mezzanine was established to make optimum use of the building's height, and includes metal stairway and railing which provide direct connection between the second story EMS wing and the ambulance bay below. The work includes also the removal and replacement of the seven deficient exterior windows with new, weather-tight/efficient models. Bids were solicited in accordance with the County Procurement Policy. Five (5) bids were received, publicly opened and read as follows:

Vendor	Location	Total Bid
BRS Consulting, Inc.	Harrington, DE	\$ 86,000.00
Harper & Sons	Easton, MD	\$ 95,600.00
Oak Contracting, LLC	Towson, MD	\$108,335.00
Delmarva Veteran Builders	Salisbury, MD	\$110,600.00
Bathon Builders	Elkton, MD	\$114,000.00

BRS Consulting, Inc. (BRS) submitted the lowest responsive and responsible bid. BRS has successfully completed several construction contracts with Queen Anne's County previously. Adequate funding is available in the approved Capital Project nos. 400003 *County Facilities Program* (window replacement) and *Queen Anne's County Health Department CARES* funding. An Emergency Management Performance Grant – Supplemental (EMPG-S) totaling \$21,496.60 has been awarded to Queen Anne's County for the mezzanine, and the funding must be allocated by July 31, 2021. Based on the above, Department of Emergency Services and Department of Public Works staff recommends award of the contract to BRS Consulting, Inc. of Harrington, Delaware in the amount of \$86,000.00.

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

I move to award the DES Station 400 Mezzanine and Window construction contract to BRS Consulting, Inc. of Harrington, Delaware in the amount of \$86,000.00 and authorize the Director of Public Works to issue the Notice of Award and execute the Contract on behalf of the County Commissioners.

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ENGINEERING AND GENERAL SERVICES DIVISION

DES STATION 400 MEZZANINE & WINDOWS CONSTRUCTION CAPITAL BUDGET

Approved Capital Budget		\$64,503.40
Project 400003 County Facilities Program	Fund Balance	\$34,000.00
Health Department CARES funding	Fund Balance	\$30,503.40
Emergency Management Performance Grant - Supplemental (EMPG-S)	Award	\$21,496.60
	Total Available Funds	\$86,000.00
Expense		-\$86,000.00
	Mezzanine Construction	(\$52,000.00)
	Window Replacement	(\$34,000.00)
	Remaining Balance	\$0.00



**Queen
Anne's
County**

**DEPARTMENT OF PUBLIC WORKS
SANITARY DISTRICT**

310 Bateau Drive
Stevensville, MD 21666

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

County Commissioners:

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

MEMORANDUM

Date: March 23, 2021

ACTION ITEM

To: County Commissioners

From: Alan Quimby

Re: 2011 Comprehensive Water and Sewerage Plan (CWSP)
Amendment 11-16 – Decision

We held a public hearing on Tuesday, February 23, 2021 to allow testimony on two amendment requests. One of the amendment requests, to upgrade the sewer service designation of four parcels recently annexed into the Town of Barclay, was approved immediately after the conclusion of the hearing.

The second request kept the public record open for two weeks and consists of the following as was shown in the advertisement (in *italics*):

KOPEC PROPERTIES - This site is shown on Tax Map 58 as Parcels 643 & 814. The parcels combined are approximately 16 acres in size. The parcels are located between the Winchester subdivision and the Chester River Beach subdivision. The property is zoned Grasonville Planned Residential Neighborhood (GPRN). This property's sewer service designation was upgraded from S-3 to S-2 via Amendment 06-06 of the 2006 Comprehensive Water and Sewage Plan which carried the following five conditions:

1. There shall be no more than eight (8) new or existing lots created on the property which shall be configured as set forth on the preliminary subdivision plat displayed to the Commissioners during the public hearing.
2. Stormwater management facilities shall be designed and constructed to avoid additional impacts to the surrounding properties.
3. Four (4) street lights will be installed by Mr. Kopec, or his successors, along Loblolly Way.

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4. *A light illuminating the "Winchester" community sign will be installed by Mr. Kopec, or his successors.*

5. *The new lots will be included within the Winchester community and be made subject to all recorded restrictive covenants affecting existing lots within Winchester.*

The current amendment application seeks to remove all five conditions in order to allow for up to 14 lots (a minor subdivision of 7-lots on each existing parcel) with a new configuration than previously reviewed. The average anticipated sewer flows for the property would be 3,500 gallons per day. Sewer service is to be provided by Collection Station 'L'.

In addition to the spoken testimony in opposition at the hearing, we had 10 adjacent property owners, as well as the Winchester HOA, submit written testimony in opposition.

Should the Commissioners wish to approve, or deny, the amendment request, please make a motion similar to the following:

I move to approve the request to remove the conditions placed upon the Kopec Property via amendment 06-06.

or

I move to deny the request to remove the conditions placed upon the Kopec Property via amendment 06-06.



*Queen
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3
**THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY**

The Liberty Building
107 North Liberty Street
Centreville, MD 21617

e-mail: QACCommissioners&Administrator@qac.org

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

March 23, 2021

McKennon Shelton & Henn LLP
410 East Pratt Street, Suite 2600
Baltimore, Maryland 21202

Ladies and Gentlemen:

This is to confirm and certify that I, as President of the Board of County Commissioners for Queen Anne's County, Maryland (the "County") designate Todd R. Mohn, the duly appointed County Administrator of the County, to (i) conduct a sale and accept electronic bids for the County's Public Facilities and Refunding Bonds of 2021 (Tax-Exempt) and for the County's Taxable Refunding Bonds of 2021 (Taxable) (collectively, the "Bonds"), (ii) execute orders awarding the Bonds to the bidders therefor whose bids are determined to be the best responsible bid received in compliance with the terms and conditions of the official notices of sale for the Bonds, in his sole discretion, and (iii) if necessary, establish alternative dates or times for the sale of the Bonds.

Sincerely,

Christopher M. Corchiarino, President

A RESOLUTION ENTITLED
21-06

A RESOLUTION of Queen Anne’s County, Maryland authorizing the issuance and sale of two series of general obligation bonds in the maximum aggregate principal amount not to exceed Forty Three Million Dollars (\$43,000,000), and the new money portion thereof not to exceed Thirteen Million Dollars (\$13,000,000), under the provisions of Sections 19-207 and 19-501 *et seq.* of the Local Government Article of the Annotated Code of Maryland (2013 Replacement Volume, as amended), and in accordance with the Public Local Law (as defined in the Resolution) enacted by the Board of County Commissioners of Queen Anne’s County (the “Board of County Commissioners”); one series of said bonds to be designated “Queen Anne’s County, Maryland Public Facilities and Refunding Bonds of 2021 (Tax-Exempt)” and the other series of said bonds to be designated “Queen Anne’s County, Maryland Taxable Refunding Bonds of 2021 (Taxable),” prescribing the form and tenor of the bonds and the terms and conditions for the issuance and sale thereof at public sales, including the forms of the notice of sale; prescribing the terms and conditions of the bonds and all other details incident to the issuance, sale and delivery of the bonds; providing for the disbursement of the proceeds of the bonds; authorizing the preparation and distribution of a preliminary and final official statement in connection with the sale of the bonds; providing for the levy and collection of ad valorem taxes necessary for the prompt payment of the maturing principal of and interest on the bonds, and providing that the full faith and credit and taxing power of Queen Anne’s County, Maryland shall be irrevocably and unconditionally pledged to the payment of such principal and interest; and generally relating to the issuance, sale, delivery and payment of the bonds.

Section 1. Pursuant to the authority of Sections 19-207 and 19-501 *et seq.* of the Local Government Article of the Annotated Code of Maryland (2013 Replacement Volume, as amended) (the “Enabling Act”) and a public local law enacted by the Board of County Commissioners of Queen Anne’s County (the “Board of County Commissioners”) on February 11, 2014 (Bill No. 13-26), a public local law enacted by the Board of County Commissioners on December 28, 2010 (Bill No. 10-18) and a public local law enacted by the Board of County Commissioners on February 9, 2021 (Bill No. 21-01) (collectively, the “Public Local Law”), the County hereby determines to borrow money and incur indebtedness for the public purpose of providing funds to finance or refinance all or a portion of the costs of the projects described herein and in the applicable Public Local Law.

(a) To evidence such borrowing and indebtedness, the County hereby determines to issue and sell, upon its full faith and credit, a series of its general obligation bonds in the maximum aggregate principal amount not to exceed Twenty-Seven Million Dollars (\$27,000,000), to be designated “Queen Anne’s County, Maryland Public Facilities and Refunding Bonds of 2021 (Tax-Exempt)” (the “Tax-Exempt Bonds”); and provided further that the new money portion of the Tax-Exempt Bonds shall not exceed Thirteen Million Dollars (\$13,000,000). The net proceeds from the sale of the Tax-Exempt Bonds shall be used and applied for financing or refinancing, in whole or in part, (i) one or more of the following projects (which shall include design, engineering, planning, fiscal, and legal expenses related thereto, whether or not specifically stated, and which may represent the County’s share or contribution to the financing or refinancing of such projects) including but not limited to the following: (A) road paving and resurfacing

projects (B) capital projects approved by the Board of Education of the County, including (without limitation) building improvements and renovations at one or more schools; (C) updates and improvements of emergency call facilities and equipment; (D) trail development, playground upgrades, landscaping and recreational facility projects at County parks; and (E) other capital projects as approved by the Board of County Commissioners, including (without limitation) the expansion of and renovations and improvements to the County public libraries, drainage system and stormwater management improvements and the improvement, renovation and equipping of other County buildings and facilities and (ii) refund all or a portion of the County's outstanding Public Facility Bonds of 2011 (the "Refunded 2011 Bonds"). Proceeds from the sale of the Tax-Exempt Bonds may also be used to pay costs of issuing the Tax-Exempt Bonds.

(b) To evidence such borrowing and indebtedness, the County hereby determines to issue and sell, upon its full faith and credit, a series of its general obligation bonds in the maximum aggregate principal amount not to exceed Sixteen Million Dollars (\$16,000,000), to be designated "Queen Anne's County, Maryland Taxable Refunding Bonds of 2021 (Taxable)" (the "Taxable Bonds" and, together with the Tax-Exempt Bonds, the "Bonds"). The net proceeds from the sale of the Taxable Bonds shall be used and applied to refund all or a portion of the County's outstanding Public Facilities Bonds of 2014 (the "Refunded 2014 Bonds" and, together with the Refunded 2011 Bonds, the "Refunded Bonds"). Proceeds from the sale of the Taxable Bonds may also be used to pay costs of issuing the Taxable Bonds.

Section 2. (a) The Tax-Exempt Bonds shall be dated the date of their delivery, numbered from one consecutively upward in the order of their respective maturities, and issued at not less than par as fully registered bonds without coupons in the denominations of \$5,000 or any integral multiple thereof. Based upon a preliminary aggregate principal amount of \$23,790,000, the Tax-Exempt Bonds shall mature, subject to prior redemption as hereinafter provided, in preliminary annual installments on July 15, as follows:

<u>Year</u>	<u>Preliminary Principal Amounts</u>	<u>Year</u>	<u>Preliminary Principal Amounts</u>
2021	\$955,000	2032	\$650,000
2022	1,510,000	2033	650,000
2023	1,570,000	2034	650,000
2024	1,620,000	2035	650,000
2025	1,680,000	2036	650,000
2026	1,740,000	2037	650,000
2027	1,795,000	2038	650,000
2028	1,855,000	2039	650,000
2029	1,925,000	2040	650,000
2030	1,990,000	2041	650,000
2031	650,000		

Notwithstanding the foregoing, bidders may designate in their proposal two or more consecutive serial maturities of a series as a term bond which matures on the maturity date of the last serial maturity of the sequence in accordance with the terms of the published notice of sale for the Tax-Exempt Bonds. Any term bond so designated shall be subject to mandatory redemption

in each year on the principal payment date and in the entire amount of each serial maturity designated for inclusion in such term bond. Subject to the limitation that the final aggregate principal amount of the Tax-Exempt Bonds issued may not exceed the maximum aggregate principal amount stated in Section 1 above, the President of the Board of County Commissioners or his designee is further authorized to revise the aggregate principal amount of the Tax-Exempt Bonds and the principal amount of each annual payment from the preliminary aggregate principal amount of the Tax-Exempt Bonds and the preliminary principal amount of each annual payment for the Tax-Exempt Bonds from those set forth above in order to serve the best interests of the County.

(b) The Taxable Bonds shall be dated the date of their delivery, numbered from one consecutively upward in the order of their respective maturities, and issued at not less than par as fully registered bonds without coupons in the denominations of \$5,000 or any integral multiple thereof. Based upon a preliminary aggregate principal amount of \$15,140,000, the Taxable Bonds shall mature, subject to prior redemption as hereinafter provided, in preliminary annual installments on April 1, as follows:

<u>Year</u>	<u>Preliminary Principal Amounts</u>	<u>Year</u>	<u>Preliminary Principal Amounts</u>
2022	\$250,000	2029	\$1,425,000
2023	230,000	2030	1,445,000
2024	235,000	2031	1,470,000
2025	1,345,000	2032	1,500,000
2026	1,365,000	2033	1,525,000
2027	1,385,000	2034	1,560,000
2028	1,405,000		

Notwithstanding the foregoing, bidders may designate in their proposal two or more consecutive serial maturities of a series as a term bond which matures on the maturity date of the last serial maturity of the sequence in accordance with the terms of the published notice of sale for the Taxable Bonds. Any term bond so designated shall be subject to mandatory redemption in each year on the principal payment date and in the entire amount of each serial maturity designated for inclusion in such term bond. Subject to the limitation that the final aggregate principal amount of the Taxable Bonds issued may not exceed the maximum aggregate principal amount stated in Section 1 above, the President of the Board of County Commissioners or his designee is further authorized to revise the aggregate principal amount of the Taxable Bonds and the principal amount of each annual payment from the preliminary aggregate principal amount of the Taxable Bonds and the preliminary principal amount of each annual payment for the Taxable Bonds from those set forth above in order to serve the best interests of the County.

Section 3. (a) The Tax-Exempt Bonds maturing on or after July 15, 2031 are subject to redemption on or after July 15, 2030, in whole or in part at any time on any date in any order of maturity, at the option of the County, at a redemption price of one hundred percent of the principal amount of Tax-Exempt Bonds to be redeemed, together with interest accrued to the date fixed for redemption.

(b) The Taxable Bonds maturing on or after April 1, 2032 are subject to redemption on or after April 1, 2031, in whole or in part at any time on any date in any order of maturity, at the option of the County, at a redemption price of one hundred percent of the principal amount of Taxable Bonds to be redeemed, together with interest accrued to the date fixed for redemption.

(c) If less than all of the bonds of any one maturity of a series of the Bonds shall be called for redemption, the particular bonds or portion of bonds to be redeemed from such maturity shall be selected by lot by the Bond Registrar (hereinafter designated) in such manner as the Bond Registrar in its sole discretion may determine.

(d) When less than all of a bond of a series in a denomination in excess of \$5,000 is so redeemed, then, upon the surrender thereof, there shall be issued without charge to the registered owner thereof, for the unredeemed balance of the principal amount of such bond, at the option of such owner, Bonds of a series in any of the authorized denominations as specified by the registered owner. The aggregate face amount of bonds issued shall be equal to the unredeemed balance of the principal amount of the bond of the series surrendered, and the bonds issued shall bear the same interest rate and shall mature on the same date as the bond surrendered.

(e) If the County elects to redeem all or a portion of the Bonds of a series outstanding, it shall give a redemption notice to the registered owners of the Bonds of such series to be redeemed by letter mailed first class, postage prepaid, at least 20 days prior to the date fixed for redemption to the addresses of such registered owners appearing on the registration books kept by the Bond Registrar; *provided*, however, that the failure to mail the redemption notice or any defect in the notice so mailed, or in the mailing thereof, shall not affect the validity of the redemption proceedings. The redemption notice shall state (i) whether the Bonds of the series are redeemed in whole or in part and, if in part, the maturities and numbers of the Bonds of the series to be redeemed, (ii) that the interest on the Bonds of the series to be redeemed shall cease on the date fixed for redemption, (iii) the date fixed for redemption, and (iv) that the Bonds of the series to be redeemed shall be presented for redemption and payment on the date fixed for redemption at the designated corporate trust office of the Paying Agent (hereinafter designated).

(f) From and after the date fixed for redemption, if notice has been duly and properly given and if funds sufficient for the payment of the redemption price and accrued interest are available on such date, the Bonds of the series designated for redemption shall cease to bear interest. Upon presentation and surrender for redemption in compliance with the redemption notice, the Bonds of the series to be redeemed shall be paid by the Paying Agent. If they are not paid upon presentation, the Bonds of the series designated for redemption shall continue to bear interest at the rates stated therein until paid.

Section 4. (a) The Tax-Exempt Bonds shall bear interest at the interest rate or rates fixed at the time of the sale of the Tax-Exempt Bonds. Each Tax-Exempt Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated, unless authenticated upon an interest payment date, in which event it shall bear interest from such interest payment date, or unless authenticated prior to the first interest payment date, in which event it shall bear interest from the date of the Tax-Exempt Bonds; *provided*, however, that if at the time of authentication of any Tax-Exempt Bond interest is in default, such Tax-Exempt Bond shall bear

interest from the date to which interest has been paid. The interest on all Tax-Exempt Bonds shall be paid on July 15, 2021 and semi-annually thereafter on the 15th day of January and July of each year in which any Tax-Exempt Bonds may be outstanding.

(b) The Taxable Bonds shall bear interest at the interest rate or rates fixed at the time of the sale of the Taxable Bonds. Each Taxable Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated, unless authenticated upon an interest payment date, in which event it shall bear interest from such interest payment date, or unless authenticated prior to the first interest payment date, in which event it shall bear interest from the date of the Taxable Bonds; *provided*, however, that if at the time of authentication of any Taxable Bond interest is in default, such Taxable Bond shall bear interest from the date to which interest has been paid. The interest on all Taxable Bonds shall be paid on October 1, 2021 and semi-annually thereafter on the 1st day of April and October of each year in which any Taxable Bonds may be outstanding.

(c) All Tax-Exempt Bonds shall be issuable as fully registered bonds without coupons and shall be registered in the name or names of the owner or owners thereof, on books kept for such purpose at the designated corporate trust office of the Bond Registrar. Payment of the principal of and interest on the Tax-Exempt Bonds shall be made to the person appearing on the registration books maintained by the Bond Registrar as the registered owner thereof, such principal to be payable at the designated corporate trust office of the Paying Agent upon presentation and surrender of such Tax-Exempt Bonds on the date such principal is payable, or if such date is not a Business Day (hereinafter defined) then on the next succeeding Business Day, and such interest to be payable by electronic funds transfer or check mailed by the Paying Agent on the Business Day immediately preceding the date interest is payable to the persons in whose names the Tax-Exempt Bonds are registered as of the close of business on the regular record date for the Tax-Exempt Bonds, which shall be the first day of the month in which each such interest payment date occurs (the "Tax-Exempt Bonds Regular Record Date") at the registered owner's address as shown on the registration books maintained by the Bond Registrar. Wells Fargo Bank, N.A. is hereby designated as Bond Registrar and Paying Agent for the Tax-Exempt Bonds. The President of the Board of County Commissioners or his designee is authorized to execute on behalf of the County a Paying Agent Agreement with Wells Fargo Bank, N.A. with respect to the Tax-Exempt Bonds. Wells Fargo Bank, N.A. is hereby designated as Escrow Agent with respect to the Refunded 2011 Bonds. The President of the Board of County Commissioners or his designee is authorized to (i) execute on behalf of the County an Escrow Deposit Agreement with Wells Fargo Bank, N.A. with respect to the Refunded 2011 Bonds, and (ii) in consultation with the County's Financial Advisor, select a Verification Agent for the Refunded 2011 Bonds.

(d) All Taxable Bonds shall be issuable as fully registered bonds without coupons and shall be registered in the name or names of the owner or owners thereof, on books kept for such purpose at the designated corporate trust office of the Bond Registrar. Payment of the principal of and interest on the Taxable Bonds shall be made to the person appearing on the registration books maintained by the Bond Registrar as the registered owner thereof, such principal to be payable at the designated corporate trust office of the Paying Agent upon presentation and surrender of such Taxable Bonds on the date such principal is payable, or if such date is not a Business Day (hereinafter defined) then on the next succeeding Business Day, and such interest to be payable by electronic funds transfer or check mailed by the Paying Agent

on the Business Day immediately preceding the date interest is payable to the persons in whose names the Taxable Bonds are registered as of the close of business on the regular record date for the Taxable Bonds, which shall be the fifteenth day of the month immediately preceding the month in which each such interest payment date occurs (the "Taxable Bonds Regular Record Date") at the registered owner's address as shown on the registration books maintained by the Bond Registrar. Wells Fargo Bank, N.A. is hereby designated as Bond Registrar and Paying Agent for the Taxable Bonds. The President of the Board of County Commissioners or his designee is authorized to execute on behalf of the County a Paying Agent Agreement with Wells Fargo Bank, N.A. with respect to the Taxable Bonds. Wells Fargo Bank, N.A. is hereby designated as Escrow Agent with respect to the Refunded 2014 Bonds. The President of the Board of County Commissioners or his designee is authorized to (i) execute on behalf of the County an Escrow Deposit Agreement with Wells Fargo Bank, N.A. with respect to the Refunded 2014 Bonds, and (ii) in consultation with the County's Financial Advisor, select a Verification Agent for the Refunded 2011 Bonds.

(e) Any interest on any Bond of any series which is payable but is not punctually paid or provision for the payment of which has not been made ("Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Tax-Exempt Regular Record Date or Taxable Bond Regular Record Date, as applicable, solely by virtue of such registered owner having been such registered owner; and such Defaulted Interest may be paid by the County, at its election in each case, as provided in paragraph (1) or (2) below:

(1) The County may elect to make payment of any Defaulted Interest on any series of the Bonds to the persons in whose names such bonds are registered as of the close of business on a record date for the payment of such Defaulted Interest (the "Special Record Date"), which shall be fixed in the following manner. The County shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on the Bonds of such series and the date of the proposed payment (which date shall be such as will enable the Paying Agent to comply with the next sentence hereof), and at the same time the County shall deposit or cause to be deposited with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as provided in this paragraph. Thereupon the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the County of such Special Record Date and, in the name of the County, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage prepaid, to each registered owner at his address as it appears in the registration books maintained by the Bond Registrar not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the registered owners of such Bonds of such series as of the close of business on such Special Record Date.

(2) The County may make payment of any Defaulted Interest in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Bonds of a series may be listed, and upon such notice as may be required by such

exchange, if, after notice given by the County to the Paying Agent of the proposed payment pursuant to this paragraph, such payment shall be deemed practicable, and approved in writing, by the Paying Agent.

(f) As used in this Resolution and in each series of the Bonds, "Business Day" means a day other than a Saturday, Sunday or day on which banking institutions under the laws of the state governing the Bond Registrar and Paying Agent are authorized or obligated by law or required by executive order to remain closed.

Section 5. The Bonds of each series shall be executed in the name of the County and on its behalf by the President of the Board of County Commissioners, whose signature may be by facsimile, and a facsimile of the corporate seal of the County shall be imprinted thereon, attested by the Clerk to the Board of County Commissioners, whose signature may be by facsimile. The Bonds of each series shall be issued subject to registration as to principal and interest in the name or names of the owner or owners thereof on books kept for the registration and registration of transfer of the Bonds of such series at the designated corporate trust office of the Bond Registrar. Each Bond shall be authenticated by the manual signature of an authorized officer of the Bond Registrar. No Bonds issued hereunder shall be valid for any purpose or constitute an obligation of the County unless so authenticated. In case any official of the County whose signature appears on any Bond shall cease to be such official prior to the authentication and delivery of such Bond, or in the case that any such official shall take office subsequent to the date of issue of any such Bond, his or her signature, in either event, shall nevertheless be valid for the purposes herein intended.

Section 6. (a) The Bonds shall be transferable only upon the registration books kept at the designated corporate trust office of the Bond Registrar, by the registered owner thereof in person, or by his attorney duly authorized in writing, upon surrender thereof, together with a written instrument of transfer in the form attached thereto and satisfactory to the Bond Registrar and duly executed by the registered owner or his duly authorized attorney.

(b) The Bonds may be transferred or exchanged at the designated corporate trust office of the Bond Registrar. Upon any transfer or exchange, the County shall issue and the Bond Registrar shall authenticate and deliver a new registered Bond or Bonds of any of the authorized denominations in an aggregate principal amount equal to the principal amount of the Bond exchanged or transferred and of the same series and maturing on the same date and bearing interest at the same rate. In each case, the Bond Registrar may require payment by any registered owner requesting the exchange or transfer of any tax, fee or other governmental charge, shipping charges and insurance that may be required to be paid with respect thereto, but otherwise no charge shall be made to the registered owner for the exchange or transfer.

(c) The Bond Registrar shall not be required to transfer or exchange any Bond after the mailing of notice calling such Bond or portion thereof for redemption; *provided*, however, that this limitation shall not apply to that portion of a Bond in excess of \$5,000 which is not being called for redemption.

Section 7. Except as provided hereinafter or in a resolution or resolutions of the Board of County Commissioners adopted prior to the issuance of each series of the Bonds, the Bonds of each series shall be issued in substantially the respective form set forth below. Appropriate

variations and insertions may be made to provide or modify dates, numbers and amounts, and modifications not materially altering their substance may be made to carry into effect the purposes of this Resolution, and modifications may otherwise be made to comply with recommendations of legal counsel or to provide for the Bonds of each series to be held under a book-entry only system. In the event any official whose signature appears on the Bonds ceases to be an official prior to the delivery of such Bonds, or, if the official whose signature appears on the Bonds shall have taken office after the date of issue thereof, the Bonds nevertheless shall be valid and binding obligations of the County in accordance with their respective terms. All of the covenants contained in the following forms of bond are hereby adopted by the County as and for the forms of obligations to be incurred by the County, and the covenants and conditions contained therein are hereby made binding upon the County, including the promise to pay therein contained:

[Remainder of Page Left Blank Intentionally]

(Form of Tax-Exempt Bond)

UNITED STATES OF AMERICA
STATE OF MARYLAND

No. R- _____ \$ _____

QUEEN ANNE'S COUNTY, MARYLAND
QUEEN ANNE'S COUNTY PUBLIC FACILITIES AND REFUNDING BOND OF 2021
(TAX-EXEMPT)

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
July 15, _____	_____ %	_____, 2021	_____

Registered Owner: Cede & Co.

Principal Amount: _____ Dollars

Queen Anne's County, Maryland a body politic and corporate organized and existing under the Constitution and laws of the State of Maryland (the "County"), hereby acknowledges itself indebted for value received, and promises to pay to the registered owner shown above or registered assigns or legal representatives, on the Maturity Date specified above (unless this bond shall be redeemable, shall have been called for prior redemption and payment of the redemption price made or provided for), upon presentation and surrender of this bond on the date such principal is payable, or if such date is not a Business Day (hereinafter defined) then on the next succeeding Business Day, at the designated corporate trust office of Wells Fargo Bank, N.A. (the "Bond Registrar" and "Paying Agent"), the Principal Amount shown above in any coin or currency which, at the time of payment, is legal tender for the payment of public and private debts and to pay to the registered owner hereof by electronic funds transfer or check, mailed to such registered owner at his address as it appears on the bond registration books kept by the Bond Registrar, interest on the Principal Amount at the Interest Rate per annum shown above until payment of such Principal Amount or until the prior redemption hereof, such interest being payable on the 15th day of January and July in each year, beginning July 15, 2021, in like coin or currency, accounting from the most recent date to which interest has been paid or, if no interest has been paid, from the Original Issue Date shown above. This Bond shall bear interest on the basis of a 360-day year, consisting of twelve 30-day months. All interest due on this bond shall be payable to the person in whose name this bond is registered on such bond registration books as of the close of business on the regular record date for such interest payment, which shall be the first day of the month in which each such interest payment date occurs (the "Regular Record Date"), and shall be made by electronic funds transfer or check mailed by the Paying Agent on the date interest is payable to such person at his address as it appears on the bond registration books maintained by the Bond Registrar. Any such interest

not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Regular Record Date, and may be paid to the person in whose name this bond is registered as of the close of business on a special record date for the payment of such defaulted interest (a "Special Record Date") to be fixed by the Paying Agent, notice whereof being mailed, first class, postage prepaid, to the registered owners not less than 10 days prior to such Special Record Date, at the addresses of such registered owners appearing on the registration books kept by the Bond Registrar, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the bonds of this issue may be listed and upon such notice as may be required by such exchange. "Business Day" means a day other than a Saturday, Sunday, or day on which banking institutions under the laws of the state governing the Bond Registrar and Paying Agent are authorized or obligated by law or required by executive order to remain closed.

This bond is one of a duly authorized issue or series of bonds of the County aggregating \$_____ in principal amount, all dated the date of their delivery (the "Bonds"). The Bonds are issued pursuant to and in conformity with the provisions of Sections 19-207 and 19-501 *et seq.* of the Local Government Article of the Annotated Code of Maryland (2013 Replacement Volume, as amended) (the "Enabling Act"), a public local law enacted by the Board of County Commissioners of Queen Anne's County (the "Board") on December 28, 2010 (Bill No. 10-18) and a public local law enacted by the Board on February 9, 2021 (Bill No. 21-01) (together, the "Public Local Law"), and a resolution of the Board adopted on March ___, 2021 (the "Resolution") and other authorities referenced in the Resolution.

The Bonds mature and are payable, subject to prior redemption as hereinafter provided, on July 15 in the following years and amounts and bear interest at the following rates per annum:

<u>Year</u>	<u>Principal Amounts</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amounts</u>	<u>Interest Rate</u>
2021			2032		
2022			2033		
2023			2034		
2024			2035		
2025			2036		
2026			2037		
2027			2038		
2028			2039		
2029			2040		
2030			2041		
2031					

The Bonds maturing on or after July 15, 2031 are subject to redemption on or after July 15, 2030, in whole or in part at any time on any date in any order of maturity, at the option of the County, at a redemption price of one hundred percent of the principal amount of Bonds to be redeemed, together with interest accrued to the date fixed for redemption.

[Mandatory Sinking Fund Redemption. Bonds maturing on _____, 20____ are subject redemption prior to maturity at a redemption price equal to the principal amount of thereof plus

accrued interest thereon to the date set for redemption from mandatory Sinking Fund Installments on _____ of the following years in the following amounts:

\$ _____ Term Bonds Due _____, 20 _____

<u>Year</u>	<u>Sinking Fund Installment</u>	<u>Year</u>	<u>Sinking Fund Installment</u>
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If the County redeems or otherwise discharges the Bonds maturing on _____, 20_____, such redeemed or discharged bonds shall be credited to the applicable sinking fund installment amounts in any manner determined by the County.]

If less than all of the Bonds of any one maturity are called for redemption, the particular Bonds or portion of Bonds to be redeemed from such maturity will be selected by lot by the Bond Registrar in such manner as the Bond Registrar in its sole discretion may determine.

When less than all of a Bond in a denomination in excess of \$5,000 is so redeemed, then, upon the surrender thereof, there shall be issued without charge to the registered owner thereof, for the unredeemed balance of the principal amount of such Bond, at the option of such owner, Bonds in any of the authorized denominations as specified by the registered owner, the aggregate face amount of such Bonds not to exceed the unredeemed balance of the principal amount of the Bond surrendered, and to bear the same interest rate and to mature on the same date as the Bond surrendered.

If the County elects to redeem all or a portion of the Bonds outstanding, it will give a redemption notice to the registered owners of the Bonds to be redeemed by letter mailed first class, postage prepaid, at least 20 days prior to the date fixed for redemption to the addresses of such registered owners appearing on the registration books kept by the Bond Registrar; *provided*, however, that the failure to mail the redemption notice or any defect in the notice so mailed, or in the mailing thereof, shall not affect the validity of the redemption proceedings. The redemption notice shall state (i) whether the Bonds are redeemed in whole or in part and, if in part, the maturities and numbers of the Bonds to be redeemed, (ii) that the interest on the Bonds to be redeemed shall cease on the date fixed for redemption, (iii) the date fixed for redemption and the redemption price, and (iv) that the Bonds to be redeemed shall be presented for redemption and payment on the date fixed for redemption at the designated corporate trust office of the Paying Agent. From and after the date fixed for redemption, if notice has been duly and properly given, and if funds sufficient for the payment of the redemption price and accrued interest are available on such date, the Bonds designated for redemption shall cease to bear interest. Upon presentation and surrender the redemption in compliance with the redemption notice, the Bonds to be redeemed shall be paid by the Paying Agent at the redemption price. If they are not paid upon presentation, the Bonds designated for redemption shall continue to bear interest at the rates stated therein until paid.

The County has appointed Wells Fargo Bank, N.A., as Bond Registrar to open books for the registration and for the transfer of Bonds. This bond will be transferable only upon the registration books kept at the designated corporate trust office of the Bond Registrar, by the

registered owner hereof in person, or by his attorney duly authorized in writing upon surrender hereof, together with a written instrument of transfer in the form attached hereto and satisfactory to the Bond Registrar and duly executed by the registered owner or his duly authorized attorney. The County may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

This bond may be transferred or exchanged at the designated corporate trust office of the Bond Registrar. Upon any transfer or exchange, the County shall issue and the Bond Registrar shall authenticate and deliver a new registered bond or bonds of any of the authorized denominations in an aggregate principal amount equal to the principal amount of the bond exchanged or transferred and maturing on the same date and bearing interest at the same rate. In each case, the Bond Registrar may require payment by the registered owner of this bond requesting the exchange or transfer hereof of any tax, fee or other governmental charge, shipping charges and insurance that may be required to be paid with respect thereto, but otherwise no charge shall be made to the registered owner hereof for the exchange or transfer.

The Bond Registrar shall not be required to transfer or exchange this bond after the mailing of notice calling this bond or portion hereof for redemption; *provided*, however, that this limitation shall not apply to that portion of this bond in excess of \$5,000 which is not being called for redemption.

The full faith and credit and taxing power of the County are hereby unconditionally pledged to the payment of this bond and of the interest payable hereon according to its terms, and the County does hereby covenant and agree to pay punctually the principal of this bond and the interest hereon on the dates and in the manner prescribed herein, according to the true intent and meaning hereof.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened, and to be performed precedent to and in the issuance of this bond, does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland, the Enabling Act, the Public Local Law and the Resolution, and that the issue of bonds, of which this bond is one, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the State of Maryland, and that due provision shall be made for the levy and collection of an annual ad valorem tax or taxes upon all the legally assessable property within the corporate limits of the County in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on this bond.

This bond shall not become obligatory for any purpose or be entitled to any benefit under the above-mentioned laws until this bond shall have been authenticated by an authorized officer of the Bond Registrar.

IN WITNESS WHEREOF, Queen Anne's County, Maryland has caused this bond to be executed in its name by the facsimile signature of the President of the Board of County Commissioners and by its corporate seal imprinted hereon in facsimile, attested by the facsimile signature of the Clerk to the Board of County Commissioners, all as of the _____ day of _____, 2021.

QUEEN ANNE'S COUNTY, MARYLAND

By: [Facsimile Signature]
President, Board of County
Commissioners

(SEAL)

ATTEST: [Facsimile Signature]
Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the registered bonds of Queen Anne's County, Maryland Public Facilities and Refunding Bonds of 2021 (Tax-Exempt).

WELLS FARGO BANK, N.A.,
as Bond Registrar

By: _____
Authorized Officer

Date of Authentication: _____, 2021

(Form of Assignment)
ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS,
INCLUDING ZIP CODE OF ASSIGNEE)

the within bond and all rights thereunder and does hereby constitute and appoint attorney to transfer the within bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: Signatures must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

(Form of Taxable Bond)

UNITED STATES OF AMERICA
STATE OF MARYLAND

No. R-

\$ _____

QUEEN ANNE'S COUNTY, MARYLAND
TAXABLE REFUNDING BOND OF 2021 (TAXABLE)

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
April 1, _____	_____ %	_____, 2021	_____

Registered Owner: Cede & Co.

Principal Amount: _____ Dollars

Queen Anne's County, Maryland a body politic and corporate organized and existing under the Constitution and laws of the State of Maryland (the "County"), hereby acknowledges itself indebted for value received, and promises to pay to the registered owner shown above or registered assigns or legal representatives, on the Maturity Date specified above (unless this bond shall be redeemable, shall have been called for prior redemption and payment of the redemption price made or provided for), upon presentation and surrender of this bond on the date such principal is payable, or if such date is not a Business Day (hereinafter defined) then on the next succeeding Business Day, at the designated corporate trust office of Wells Fargo Bank, N.A. (the "Bond Registrar" and "Paying Agent"), the Principal Amount shown above in any coin or currency which, at the time of payment, is legal tender for the payment of public and private debts and to pay to the registered owner hereof by electronic funds transfer or check, mailed to such registered owner at his address as it appears on the bond registration books kept by the Bond Registrar, interest on the Principal Amount at the Interest Rate per annum shown above until payment of such Principal Amount or until the prior redemption hereof, such interest being payable on the 1st day of April and October in each year, beginning October 1, 2021, in like coin or currency, accounting from the most recent date to which interest has been paid or, if no interest has been paid, from the Original Issue Date shown above. This Bond shall bear interest on the basis of a 360-day year, consisting of twelve 30-day months. All interest due on this bond shall be payable to the person in whose name this bond is registered on such bond registration books as of the close of business on the regular record date for such interest payment, which shall be the fifteenth day of the month immediately preceding the month in which each such interest payment date occurs (the "Regular Record Date"), and shall be made by electronic funds transfer or check mailed by the Paying Agent on the date interest is payable to such person at his address as it appears on the bond registration books maintained by the Bond Registrar. Any such interest not so punctually paid or duly provided for shall forthwith

cease to be payable to the registered owner on such Regular Record Date, and may be paid to the person in whose name this bond is registered as of the close of business on a special record date for the payment of such defaulted interest (a "Special Record Date") to be fixed by the Paying Agent, notice whereof being mailed, first class, postage prepaid, to the registered owners not less than 10 days prior to such Special Record Date, at the addresses of such registered owners appearing on the registration books kept by the Bond Registrar, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the bonds of this issue may be listed and upon such notice as may be required by such exchange. "Business Day" means a day other than a Saturday, Sunday, or day on which banking institutions under the laws of the state governing the Bond Registrar and Paying Agent are authorized or obligated by law or required by executive order to remain closed.

This bond is one of a duly authorized issue or series of bonds of the County aggregating \$_____ in principal amount, all dated the date of their delivery (the "Bonds"). The Bonds are issued pursuant to and in conformity with the provisions of Sections 19-207 and 19-501 *et seq.* of the Local Government Article of the Annotated Code of Maryland (2013 Replacement Volume, as amended) (the "Enabling Act"), a public local law enacted by the Board of County Commissioners of Queen Anne's County (the "Board") on February 11, 2014 (Bill No. 13-26) (the "Public Local Law"), and a resolution of the Board adopted on March ___, 2021 (the "Resolution") and other authorities referenced in the Resolution.

The Bonds mature and are payable, subject to prior redemption as hereinafter provided, on April 1 in the following years and amounts and bear interest at the following rates per annum:

<u>Year</u>	<u>Principal Amounts</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amounts</u>	<u>Interest Rate</u>
2022			2029		
2023			2030		
2024			2031		
2025			2032		
2026			2033		
2027			2034		
2028					

The Bonds maturing on or after April 1, 2032 are subject to redemption on or after April 1, 2031, in whole or in part at any time on any date in any order of maturity, at the option of the County, at a redemption price of one hundred percent of the principal amount of Bonds to be redeemed, together with interest accrued to the date fixed for redemption.

[Mandatory Sinking Fund Redemption. Bonds maturing on _____, 20____ are subject redemption prior to maturity at a redemption price equal to the principal amount of thereof plus accrued interest thereon to the date set for redemption from mandatory Sinking Fund Installments on _____ of the following years in the following amounts:

\$ _____ Term Bonds Due _____, 20 _____

<u>Year</u>	<u>Sinking Fund Installment</u>	<u>Year</u>	<u>Sinking Fund Installment</u>
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If the County redeems or otherwise discharges the Bonds maturing on _____, 20 _____, such redeemed or discharged bonds shall be credited to the applicable sinking fund installment amounts in any manner determined by the County.]

If less than all of the Bonds of any one maturity are called for redemption, the particular Bonds or portion of Bonds to be redeemed from such maturity will be selected by lot by the Bond Registrar in such manner as the Bond Registrar in its sole discretion may determine.

When less than all of a Bond in a denomination in excess of \$5,000 is so redeemed, then, upon the surrender thereof, there shall be issued without charge to the registered owner thereof, for the unredeemed balance of the principal amount of such Bond, at the option of such owner, Bonds in any of the authorized denominations as specified by the registered owner, the aggregate face amount of such Bonds not to exceed the unredeemed balance of the principal amount of the Bond surrendered, and to bear the same interest rate and to mature on the same date as the Bond surrendered.

If the County elects to redeem all or a portion of the Bonds outstanding, it will give a redemption notice to the registered owners of the Bonds to be redeemed by letter mailed first class, postage prepaid, at least 20 days prior to the date fixed for redemption to the addresses of such registered owners appearing on the registration books kept by the Bond Registrar; *provided*, however, that the failure to mail the redemption notice or any defect in the notice so mailed, or in the mailing thereof, shall not affect the validity of the redemption proceedings. The redemption notice shall state (i) whether the Bonds are redeemed in whole or in part and, if in part, the maturities and numbers of the Bonds to be redeemed, (ii) that the interest on the Bonds to be redeemed shall cease on the date fixed for redemption, (iii) the date fixed for redemption and the redemption price, and (iv) that the Bonds to be redeemed shall be presented for redemption and payment on the date fixed for redemption at the designated corporate trust office of the Paying Agent. From and after the date fixed for redemption, if notice has been duly and properly given, and if funds sufficient for the payment of the redemption price and accrued interest are available on such date, the Bonds designated for redemption shall cease to bear interest. Upon presentation and surrender the redemption in compliance with the redemption notice, the Bonds to be redeemed shall be paid by the Paying Agent at the redemption price. If they are not paid upon presentation, the Bonds designated for redemption shall continue to bear interest at the rates stated therein until paid.

The County has appointed Wells Fargo Bank, N.A., as Bond Registrar to open books for the registration and for the transfer of Bonds. This bond will be transferable only upon the registration books kept at the designated corporate trust office of the Bond Registrar, by the registered owner hereof in person, or by his attorney duly authorized in writing upon surrender hereof, together with a written instrument of transfer in the form attached hereto and satisfactory to the Bond Registrar and duly executed by the registered owner or his duly authorized attorney.

The County may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

This bond may be transferred or exchanged at the designated corporate trust office of the Bond Registrar. Upon any transfer or exchange, the County shall issue and the Bond Registrar shall authenticate and deliver a new registered bond or bonds of any of the authorized denominations in an aggregate principal amount equal to the principal amount of the bond exchanged or transferred and maturing on the same date and bearing interest at the same rate. In each case, the Bond Registrar may require payment by the registered owner of this bond requesting the exchange or transfer hereof of any tax, fee or other governmental charge, shipping charges and insurance that may be required to be paid with respect thereto, but otherwise no charge shall be made to the registered owner hereof for the exchange or transfer.

The Bond Registrar shall not be required to transfer or exchange this bond after the mailing of notice calling this bond or portion hereof for redemption; *provided*, however, that this limitation shall not apply to that portion of this bond in excess of \$5,000 which is not being called for redemption.

The full faith and credit and taxing power of the County are hereby unconditionally pledged to the payment of this bond and of the interest payable hereon according to its terms, and the County does hereby covenant and agree to pay punctually the principal of this bond and the interest hereon on the dates and in the manner prescribed herein, according to the true intent and meaning hereof.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened, and to be performed precedent to and in the issuance of this bond, does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland, the Enabling Act, the Public Local Law and the Resolution, and that the issue of bonds, of which this bond is one, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the State of Maryland, and that due provision shall be made for the levy and collection of an annual ad valorem tax or taxes upon all the legally assessable property within the corporate limits of the County in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on this bond.

This bond shall not become obligatory for any purpose or be entitled to any benefit under the above-mentioned laws until this bond shall have been authenticated by an authorized officer of the Bond Registrar.

IN WITNESS WHEREOF, Queen Anne's County, Maryland has caused this bond to be executed in its name by the facsimile signature of the President of the Board of County Commissioners and by its corporate seal imprinted hereon in facsimile, attested by the facsimile signature of the Clerk to the Board of County Commissioners, all as of the _____ day of _____, 2021.

QUEEN ANNE'S COUNTY, MARYLAND

By: [Facsimile Signature]
President, Board of County
Commissioners

(SEAL)

ATTEST: [Facsimile Signature]
Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the registered bonds of Queen Anne's County, Maryland Taxable Refunding Bonds of 2021 (Taxable).

WELLS FARGO BANK, N.A.,
as Bond Registrar

By: _____
Authorized Officer

Date of Authentication: _____, 2021

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS,
INCLUDING ZIP CODE OF ASSIGNEE)

the within bond and all rights thereunder and does hereby constitute and appoint attorney to transfer the within bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: Signatures must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Section 8. Each series of the Bonds shall be sold by the solicitation of competitive bids at public sale. Bids shall be received electronically for the Tax-Exempt Bonds until 10:30 a.m. local Centreville, Maryland time on the date fixed for their sale. Bids shall be received electronically for the Taxable Bonds until 10:45 a.m. local Centreville, Maryland time on the date fixed for their sale. The President of the Board of County Commissioners or his designee may establish an alternative date, time, or location for the sale of each series of the Bonds pursuant to the authority of this Resolution. In the event that an alternative date, time, or location for the sale of any series of the Bonds is established, the Board of County Commissioners is not required to adopt an additional resolution authorizing the sale of such series of the Bonds. The President of the Board of County Commissioners or his designee shall conduct the sale of each series of the Bonds in the name of the County and shall by order award such series of the Bonds on behalf of the County to the bidder or bidders therefor whose bid or bids are determined to be the best responsible bid received in compliance with the terms and conditions of the official notice of sale for such series of the Bonds (each, a "Notice of Sale"). Public notices of the sale of the Bonds of each series shall be given by advertisement of the respective Notice of Sale or a summary thereof, which shall be published in a daily or weekly newspaper having a general circulation in the County at least twice prior to the sale described therein, the first such publication to occur not fewer than 10 days prior to the date of such sale. The official Notice of Sale for each series of the Bonds shall be in substantially the forms hereinafter set forth. The terms and conditions stated in each Notice of Sale for the Bonds are hereby adopted and approved as the terms and conditions under which the Bonds described therein shall be sold, issued and delivered at public sale. Appropriate variations and insertions shall be made to provide or modify dates, times, numbers and amounts, and modifications may be made by the President of the Board of County Commissioners or his designee to carry into effect the purposes of this Resolution or to comply with recommendations of legal counsel. The publication of a Notice of Sale for each series of the Bonds or a summary thereof in the Bond Buyer is hereby authorized.

[Remainder of Page Left Blank Intentionally]

[Form of Tax-Exempt Bonds Notice of Sale]

NOTICE OF SALE

**§ _____
QUEEN ANNE’S COUNTY, MARYLAND**

Public Facilities and Refunding Bonds of 2021 (Tax-Exempt)

(Date: Date of Delivery)

**Electronic bids via BiDCOMP/PARITY
will be received until 10:30 A.M., local Centreville, Maryland Time, on**

April 13, 2021

ELECTRONIC BIDS, via BiDCOMP/PARITY Competitive Bidding System (BiDCOMP/Parity) will be received for the purchase of the \$ _____ Queen Anne’s County Public Facilities and Refunding Bonds of 2021 (Tax-Exempt) (the “Bonds”). The Bonds will be dated the date of their delivery, and bear interest payable beginning on July 15, 2021 and semi-annually thereafter on the fifteenth day of January and July until maturity or redemption.

The Bonds will be issued under the authority of Sections 19-207 and 19-501 *et seq.* of the Local Government Article of the Annotated Code of Maryland, (2013 Replacement Volume, as amended); a public local law enacted by the Board of County Commissioners (the “Board”) of Queen Anne’s County (the “County”) on February 9, 2021, Bill No. 21-01 and a public local law enacted by the Board on December 28, 2010, Bill No. 10-18 (together, the “Public Local Law”) and in accordance with a Resolution of the Board.

General Provisions for the Bonds

The Bonds will mature, subject to prior redemption, as herein stated, on the fifteenth day of July in the following years and aggregate amounts:

<u>Year</u>	<u>Preliminary Principal Amount</u>	<u>Year</u>	<u>Preliminary Principal Amount</u>
2021	\$ _____	2032	\$ _____
2022		2033	
2023		2034	
2024		2035	
2025		2036	
2026		2037	
2027		2038	
2028		2039	
2029		2040	
2030		2041	

The proceeds of the Bonds will be used to (i) finance or refinance certain capital projects approved by the Board including, without limitation, road paving and resurfacing projects, updates and improvements of emergency call facilities and equipment, school improvements, trail development, playground upgrades and landscaping at County parks, and the design, construction, improvement, furnishing and equipping of certain facilities serving public purposes within or of the County, (ii) pay financial, legal, planning and engineering services related thereto, (iii) to refund a portion of the County's outstanding Public Facilities Bonds of 2011 and (iv) pay costs of issuance of the Bonds.

The Bonds shall be issued only in fully registered form without coupons. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), as registered owner of the Bonds and each such Bond shall be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the bond certificates representing each maturity with DTC. The Bonds will bear interest payable semiannually on the fifteenth day of January and July, commencing July 15, 2021, until maturity or redemption. Interest will be paid to the persons in whose names the Bonds are registered on the registration books maintained by the Bond Registrar on the Regular Record Date, which is the first day of the month of such interest payment date, by electronic funds transfer or check mailed to each such person's address as it appears on such bond registration books.

The Bonds maturing on or after July 15, 2031 are subject to redemption on or after July 15, 2030, in whole or in part at any time on any date in any order of maturity, at the option of the County, at a redemption price of one hundred percent of the principal amount of Bonds to be redeemed, together with interest accrued to the date fixed for redemption.

If less than all of the Bonds of any maturity shall be called for redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar and Paying Agent in such manner as in its discretion, it shall determine. All Bonds herein described are secured by an irrevocable pledge of the full faith and credit and unlimited taxing power of the County.

Electronic Bids

Electronic bids will be received via **BiDCOMP/PARITY**, in the manner described below, until 10:30am a.m. local Centreville, Maryland time, on April 13, 2021.

Bids may be submitted electronically via **BiDCOMP/PARITY** pursuant to this Notice until 10:30 a.m. local Centreville, Maryland time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in **BiDCOMP/PARITY**

conflict with this notice, the terms of this Notice shall control. For further information about **BiDCOMP/PARITY**, potential bidders may contact **BiDCOMP/PARITY** at (212) 849-5021.

Disclaimer

Each prospective electronic bidder shall be solely responsible to register to bid via **BiDCOMP/PARITY** as described above. Each qualified prospective electronic bidder shall be solely responsible to make necessary arrangements to access **BiDCOMP/PARITY** for the purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the County nor **BiDCOMP/PARITY** shall have any duty or obligation to provide or assure access to **BiDCOMP/PARITY** to any prospective bidder, and neither the County nor **BiDCOMP/PARITY** shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, **BiDCOMP/PARITY**. The County is using **BiDCOMP/PARITY** as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds. The County is not bound by any advice and determination of **BiDCOMP/PARITY** to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the "Bid Specifications" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via **BiDCOMP/PARITY** are the sole responsibility of the bidders; and the County is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying or withdrawing a bid for the Bonds, he should telephone **BiDCOMP/PARITY** (212) 849-5021 and notify the County's Financial Advisor, Lester B. Guthorn, at Public Advisory Consultants, Inc. by phone at (410) 971-2079.

By submitting a bid for the Bonds, a bidder represents and warrants to the County that it has an established industry reputation for underwriting new issuances of municipal bonds unless the bidder notifies the County otherwise prior to the date of the sale of the Bonds.

Electronic Bidding Procedures

Electronic bids must be submitted for the purchase of the Bonds via **BiDCOMP/PARITY**. Bids will be communicated electronically to the County at 10:30 a.m., local Centreville, Maryland time, on April 13, 2021. Prior to that time, a prospective bidder may (1) submit the proposed terms of its bid via **BiDCOMP/PARITY**, (2) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Bonds, or (3) withdraw its proposed bid. Once the bids are communicated electronically via **BiDCOMP/PARITY** to the County, each bid will constitute an irrevocable offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on **BiDCOMP/PARITY** shall constitute the official time.

No bids will be accepted in written form, by facsimile transmission or in any other medium or on any system other than by via **BiDCOMP/PARITY**. No bid will be received after the time for receiving such bids specified above.

Bid Specifications

Each proposal must specify the amount bid for the Bonds (not less than 100% of par). Bidders shall state in their electronic bids (i) the rate or rates of interest to be paid on the Bonds in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent (1%), and each proposal shall be based and submitted on the rate or rates stated therein. Bidders may specify more than one rate of interest to be borne by the Bonds, but the difference between the highest and lowest rates named may not be greater than four percent (4%) for the Bonds. Each bidder must specify in its bid a single interest rate for each maturity of the Bonds. A zero rate may not be named for any maturity. Bidders may designate in their proposal two or more consecutive serial maturities beginning no earlier than July 15, 2031 and in any year thereafter as a term bond which matures on the maturity date of the last serial maturity of the sequence. The stated maturity date for any term bond so designated may not be earlier than July 15, 2032. More than one such sequence of serial maturities may be designated as a term bond. Any term bond so designated shall be subject to mandatory redemption in each year on the principal payment date and in the entire amount of each serial maturity designated for inclusion in such term bond. No bid will be accepted for less than 100% of the par amount of the Bonds. The Bonds will be awarded to the bidder naming the lowest true interest cost for all of the Bonds in any legally acceptable proposal and offering to pay not less than par. The lowest true interest cost with respect to the Bonds will be determined by doubling the semiannual interest rate, compounded semiannually, necessary to discount the debt service payments from the payment dates to the date of the Bonds and to the amount bid. Where the proposals of two or more bidders result in the same lowest true interest cost for the Bonds, the Bonds may be apportioned between such bidders, but if this shall not be acceptable, the County shall have the right to award all of the Bonds to one bidder. The right is reserved to the County to reject any or all proposals and to waive any irregularity or informality in any proposal. The Board's judgment shall be final and binding upon all bidders with respect to the form and adequacy of any proposal received and as to its conformity to the terms of this Notice of Sale. Any award of the Bonds may be made as late as 4:00 P.M. on the sale date. All bids remain firm until an award is made.

Procedures for Sale and Principal Amount Changes

The aggregate principal amount and the principal amount of each maturity of the Bonds are subject to adjustment by the County, both before and after the receipt of bids for their purchase. Pre-sale, the County reserves the right to increase or decrease the preliminary aggregate principal amount of the Bonds and/or change the preliminary principal amounts of the maturity schedule (the "Preliminary Aggregate Principal Amount" and the "Preliminary Principal Amount," respectively, and collectively, the "Preliminary Amounts") set forth above from time to time up until 9:30 a.m. prevailing Eastern Time on the date of sale. Any pre-sale revisions to the Preliminary Aggregate Principal Amount and the Preliminary Principal Amounts, as so revised (the "Revised Aggregate Principal Amount" and the "Revised Principal Amount" of each maturity schedule of the Bonds, respectively, and collectively, the "Revised Amounts") will be made available on the BiDCOMP/Parity/www.i-dealprospectus.com system no later than 9:30 a.m. prevailing Eastern Time on the date of sale. In the event any such pre-sale revisions are made to the maturity schedule and so communicated not later than 9:30 a.m. prevailing Eastern Time on the date of sale, the last pre-sale revisions so published shall constitute the applicable maturity

schedule for purposes of submitting electronic bids with respect to the Bonds and the Revised Amounts will be used to compare bids and select the winning bidder. ALL BIDS SHALL REMAIN FIRM UNTIL 4:00 P.M. ON THE SALE DATE. Changes made to the Revised Amounts after the sale of the Bonds, as so revised (the "Final Amounts") will be communicated to the successful bidder by 5:00 p.m. prevailing Eastern Time on the date of sale and will not reduce or increase the Revised Aggregate Principal Amount of the Bonds by more than 15% from the amount bid upon. Such changes may result in the elimination of one or more maturities of the Bonds. The dollar amount bid by the successful bidder will be adjusted proportionally to reflect any reduction or increase in the Revised Amounts of the Bonds in determining the Final Amounts. Such adjusted bid price will reflect changes in the dollar amount of the underwriters' discount and original issue discount or premium, if any, but will not change the coupon rates and the initial public offering prices specified by the successful bidder. THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID AS A RESULT OF ANY CHANGES MADE WITHIN THESE LIMITS.

Change of Bid Date

The County reserves the right to postpone, from time to time, or cancel the date established for the receipt of bids. Any such postponement or cancellation will be announced by BiDCOMP/Parity/www.i-dealprospectus.com or TM3 by notice prior to any announced date for receipt of bids. If any date fixed for the receipt of bids and the sale of the Bonds is postponed, any Alternative Sale Date will be announced via BiDCOMP/Parity/www.i-dealprospectus.com or TM3 at least 48 hours prior to such Alternative Sale Date. In addition, the County reserves the right, on the date established for the receipt of bids, to reject all bids and establish a subsequent Alternative Sale Date. If all bids are rejected and an Alternative Sale Date for receipt of bids established, notice of the Alternative Sale Date will be announced via BiDCOMP/Parity/www.i-dealprospectus.com or TM3 not less than 48 hours prior to such Alternative Sale Date. On any such Alternative Sale Date, any bidder may submit a bid for the purchase of the Bonds in conformity in all respects with the provisions of this Notice of Sale except for the date of sale and except for the changes announced by BiDCOMP/Parity/www.i-dealprospectus.com or TM3 at the time the sale date and time are announced.

Award

As promptly as reasonably practicable after the bids are opened, the County will notify the bidder to whom the Bonds will be awarded, if and when such award is made. It is noted that the County has the right to award the Bonds by private negotiation at any time and may determine to exercise such right either before bids are submitted in response to this Notice of Sale or in the event that all bids are rejected. The County may so negotiate with, and make such award to, any person, including bidders hereunder.

Good Faith

The successful bidder of the Bonds shall submit a good faith deposit in the amount of \$ _____ (the "Good Faith Deposit") for the winning bid on the Bonds to the County as provided below. The Good Faith Deposit will secure the County from any loss resulting from the failure of the successful bidder to comply with the terms of the bid. The successful bidder shall transfer the

Good Faith Deposit by wire transfer directly to the County upon notification of the preliminary award of the Bonds, as indicated on PARITY (the "Preliminary Award"), but in any case no later than 4:00 p.m., prevailing Eastern Time, on the date of sale. Wire instructions will be provided to the successful bidder by the County's Financial Advisor upon notification of the Preliminary Award.

The successful bidder will provide as quickly as it is available evidence of wire transfer to the County's Financial Advisor by providing to the County's Financial Advisor the federal funds reference number. The formal award of the Bonds shall not be made until the County's Financial Advisor has confirmation of receipt of the Good Faith Deposit, and if the successful bidder fails to so deliver the Good Faith Deposit by the time designated above, the County will have the option to withdraw the Preliminary Award and the successful bidder shall be responsible to the County for all consequential damages arising from such withdrawal.

At the time of the delivery of the Bonds, the Good Faith Deposit will be applied against the purchase price for the Bonds or will be retained as liquidated damages upon the failure of the successful bidder to take and pay for the Bonds in accordance with the terms of its proposal. The successful bidder shall have no right in or to the Good Faith Deposit if it fails to complete the purchase of, and payment in full of, the Bonds for any reason whatsoever, unless such failure of performance shall be caused by an act or omission of the County. No interest will be paid upon the Good Faith Deposit to the successful bidder. Notwithstanding the foregoing, should a successful bidder fail to pay for the Bonds at the price and on the date agreed upon, the County retains the right to seek further compensation for damages sustained as a result of the successful bidder so failing.

Issue Price Determination

The County expects and intends that the bid for the Bonds will satisfy the federal tax requirements for a qualified competitive sale of bonds, including, among other things, receipt of bids for the Bonds from at least three underwriters, who have established industry reputations for underwriting new issuances of municipal bonds (a "Qualified Competitive Bid"). The County will advise the successful bidder as promptly as possible after the bids are opened whether the bid constitutes a Qualified Competitive Bid, or, in the alternative, a bid that fails to satisfy such requirements (a "Nonqualified Competitive Bid").

If the bid is a Qualified Competitive Bid, as promptly as possible after the bids are opened, the County will notify the successful bidder, and such bidder, upon such notice, shall advise the County of the reasonably expected initial offering price to the public of each maturity of the Bonds. In addition, the winning bidder shall be required to provide to the County information to establish the reasonably expected initial offering price for each maturity of the Bonds for federal income tax purposes by completing a certificate acceptable to Bond Counsel, on or before the date of issuance of the Bonds, substantially in the form set forth in Appendix E-1 to the Preliminary Official Statement, with appropriate completions, amendments and attachments.

If the bid is a Nonqualified Competitive Bid, as promptly as possible after the bids are opened, the County will notify the successful bidder, and such bidder, upon such notice, shall advise the County of the initial sale price or initial offering price to the public, as applicable, of

each maturity of the Bonds. In addition, the winning bidder shall be required to provide to the County information and assurances to establish the initial sale price or the initial offering price to the public, as applicable, for each maturity of the Bonds for federal income tax purposes by completing a certification acceptable to Bond Counsel, on or before the date of issuance of the Bonds, substantially in the form set forth in Appendix E-2 to the Preliminary Official Statement, with appropriate completions, omissions and attachments. **It is noted that procedures for a Nonqualified Competitive Bid may require the winning bidder and, if applicable, other underwriters of the Bonds, to hold the initial offering prices for certain maturities of the Bonds for up to 5 business days after the sale date, as further specified in the form of such certification.**

CUSIP Numbers

CUSIP identification numbers for the Bonds will be applied for by the financial advisor to the County, but the County will assume no obligation for the assignment or printing of such numbers on the Bonds or the correctness of such numbers, and neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder to accept delivery of and pay for the Bonds in accordance with the terms of this Notice of Sale.

Delivery of the Bonds; Official Statement

When delivered, the Bonds shall be duly executed and authenticated and registered in the name of Cede & Co., as nominee of DTC, as registered owner of the Bonds.

Not later than seven (7) business days after the award of the Bonds to the successful bidder on the day of sale, the County will authorize an Official Statement, which is expected to be substantially in the form of the Preliminary Official Statement referred to below. If so requested by the purchaser or purchasers at or before the close of business on the date of the sale, the County will include in the Official Statement such pricing and other information with respect to the terms of the reoffering of the Bonds by the successful bidder(s) ("Reoffering Information"), if any, as may be specified and furnished in writing by such bidder. If no Reoffering Information is specified and furnished by the successful bidder(s), the Official Statement will include the interest rates on the Bonds resulting from the bid of the successful bidder and the other statements with respect to reoffering contained in the Preliminary Official Statement. The successful bidder for the Bonds shall be responsible to the County and its officials for the Reoffering Information, and for all decisions made by such bidder with respect to the use or omission of the Reoffering Information in any reoffering of the Bonds, including the presentation or exclusion of any Reoffering Information in any documents, including the Official Statement. The successful bidder will also be furnished, without cost, with up to 100 copies of the Official Statement (and any amendments or supplements thereto).

Delivery of the Bonds, without expense, will be made by the County to the purchaser or purchasers on or about April 27, 2021, or as soon as practicable thereafter, through DTC and, thereupon, said purchaser or purchasers will be required to accept delivery of the Bonds purchased and pay, in federal funds, the balance of the purchase price due. The Bonds will be accompanied

by the customary closing documents, including a no-litigation certificate, effective as of the date of delivery, stating that there is no litigation pending affecting the validity of any of the Bonds. It shall be a condition to the obligation of said purchaser or purchasers to accept delivery of and pay for the Bonds that, simultaneously with or before delivery and payment for the Bonds, said purchaser or purchasers shall be furnished a certificate or certificates of an authorized officer of the County to the effect that, to the best of their knowledge and belief, the Official Statement (and any amendment or supplement thereto) (except for the Reoffering Information provided by the purchaser and information regarding DTC and DTC's book-entry system provided by DTC, as to which no view will be expressed) as of the date of sale and as of the date of delivery of the Bonds does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and that between the date of sale and the date of delivery of the Bonds there has been no material adverse change in the financial position or revenues of the County, except as reflected or contemplated in the Official Statement (and any amendment or supplement thereto).

Miscellaneous

The Bonds will be issued and sold subject to approval as to legality by McKennon Shelton & Henn LLP, Baltimore, Maryland, Bond Counsel, whose approving opinion substantially in the form included in the Preliminary Official Statement referred to below will be delivered, upon request, to the purchaser or purchasers of the Bonds.

To assist bidders in complying with SEC Rule 15c2-12(b)(5), the County will execute and deliver a continuing disclosure agreement on or before the date of issuance of the Bonds pursuant to which it will undertake to provide certain information annually and notices of certain events. The form of this agreement is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

NOTE: The County may revise this Notice of Sale by written notice available to prospective bidders at the place of sale at the time for submission of bids via BiDCOMP/Parity/www.i-dealprospectus.com or by publishing notice of any revisions on THE MUNICIPAL MARKET MONITOR ("TM3") SERVICES OF THOMSON REUTERS (www.tm3.com) at or before the time for submission of bids. Any bid submitted shall be in accordance with, and incorporate by reference, this Notice of Sale including any revisions made pursuant to this paragraph.

The Preliminary Official Statement, together with this Notice of Sale, may be obtained from the County Administrator, Queen Anne's County, County Office Bldg. 107 North Liberty Street, Centreville, MD 21617, (410) 758-4098 or from Lester B. Guthorn, Public Advisory Consultants, Inc., 2302 Velvet Valley Way, Owings Mills, Maryland 21117, (410) 971-2079. The Preliminary Official Statement, together with this Notice of Sale and the required form of proposal may be accessed via the internet at <https://www.newissuehome.i-deal.com/Parity>. Such Preliminary Official Statement is deemed final by the County as of its date for purposes of SEC Rule 15c2-12 but is subject to revision, amendment and completion in the Official Statement referred to above.

By order of

BOARD OF COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY

[Continued on next page]

[Form of Taxable Notice of Sale]

NOTICE OF SALE

**\$ _____
QUEEN ANNE’S COUNTY, MARYLAND**

Taxable Refunding Bonds of 2021 (Taxable)

(Date: Date of Delivery)

**Electronic bids via BiDCOMP/PARITY
will be received until 10:45 A.M., local Centreville, Maryland Time, on**

April 13, 2021

ELECTRONIC BIDS, via BiDCOMP/PARITY Competitive Bidding System (BiDCOMP/Parity) will be received for the purchase of the \$ _____ Queen Anne’s County Taxable Refunding Bonds of 2021 (Taxable) (the “Bonds”). The Bonds will be dated the date of their delivery, and bear interest payable beginning on October 1, 2021 and semi-annually thereafter on the first day of April and October until maturity or redemption.

The Bonds will be issued under the authority of Sections 19-501 *et seq.* of the Local Government Article of the Annotated Code of Maryland, (2013 Replacement Volume, as amended); a public local law enacted by the Board of County Commissioners (the “Board”) of Queen Anne’s County (the “County”) on February 11, 2014, Bill No. 13-26 (the “Public Local Law”) and in accordance with a Resolution of the Board.

General Provisions for the Bonds

The Bonds will mature, subject to prior redemption, as herein stated, on the first day of April in the following years and aggregate amounts:

<u>Year</u>	<u>Preliminary Principal Amounts</u>	<u>Year</u>	<u>Preliminary Principal Amounts</u>
2022	\$ _____	2029	\$ _____
2023		2030	
2024		2031	
2025		2032	
2026		2033	
2027		2034	
2028			

The proceeds of the Bonds will be used to (i) to refund a portion of the County’s outstanding Public Facilities Bonds of 2014 and (ii) pay costs of issuance of the Bonds.

The Bonds shall be issued only in fully registered form without coupons. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), as registered owner of the Bonds and each such Bond shall be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the bond certificates representing each maturity with DTC. The Bonds will bear interest payable semiannually on the first day of April and October, commencing October 1, 2021, until maturity or redemption. Interest will be paid to the persons in whose names the Bonds are registered on the registration books maintained by the Bond Registrar on the Regular Record Date, which is the fifteenth day of the month preceding such interest payment date, by electronic funds transfer or check mailed to each such person's address as it appears on such bond registration books.

The Bonds maturing on or after April 1, 2032 are subject to redemption on or after April 1, 2031, in whole or in part at any time on any date in any order of maturity, at the option of the County, at a redemption price of one hundred percent of the principal amount of Bonds to be redeemed, together with interest accrued to the date fixed for redemption.

If less than all of the Bonds of any maturity shall be called for redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar and Paying Agent in such manner as in its discretion, it shall determine. All Bonds herein described are secured by an irrevocable pledge of the full faith and credit and unlimited taxing power of the County.

Electronic Bids

Electronic bids will be received via **BiDCOMP/PARITY**, in the manner described below, until 10:45 a.m. local Centreville, Maryland time, on April 13, 2021.

Bids may be submitted electronically via **BiDCOMP/PARITY** pursuant to this Notice until 10:45 a.m. local Centreville, Maryland time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in **BiDCOMP/PARITY** conflict with this notice, the terms of this Notice shall control. For further information about **BiDCOMP/PARITY**, potential bidders may contact **BiDCOMP/PARITY** at (212) 849-5021.

Disclaimer

Each prospective electronic bidder shall be solely responsible to register to bid via **BiDCOMP/PARITY** as described above. Each qualified prospective electronic bidder shall be solely responsible to make necessary arrangements to access **BiDCOMP/PARITY** for the purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the County nor **BiDCOMP/PARITY** shall have any duty or obligation to provide or assure access to **BiDCOMP/PARITY** to any prospective bidder, and neither the County nor **BiDCOMP/PARITY** shall be responsible for a bidder's failure to register to bid or for proper

operation of, or have any liability for any delays or interruptions of, or any damages caused by, **BiDCOMP/PARITY**. The County is using **BiDCOMP/PARITY** as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds. The County is not bound by any advice and determination of **BiDCOMP/PARITY** to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the "Bid Specifications" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via **BiDCOMP/PARITY** are the sole responsibility of the bidders; and the County is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying or withdrawing a bid for the Bonds, he should telephone **BiDCOMP/PARITY** (212) 849-5021 and notify the County's Financial Advisor, Lester B. Guthorn, at Public Advisory Consultants, Inc. by phone at (410) 971-2079.

By submitting a bid for the Bonds, a bidder represents and warrants to the County that it has an established industry reputation for underwriting new issuances of municipal bonds unless the bidder notifies the County otherwise prior to the date of the sale of the Bonds.

Electronic Bidding Procedures

Electronic bids must be submitted for the purchase of the Bonds via **BiDCOMP/PARITY**. Bids will be communicated electronically to the County at 10:45 a.m., local Centreville, Maryland time, on April 13, 2021. Prior to that time, a prospective bidder may (1) submit the proposed terms of its bid via **BiDCOMP/PARITY**, (2) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Bonds, or (3) withdraw its proposed bid. Once the bids are communicated electronically via **BiDCOMP/PARITY** to the County, each bid will constitute an irrevocable offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on **BiDCOMP/PARITY** shall constitute the official time.

No bids will be accepted in written form, by facsimile transmission or in any other medium or on any system other than by via **BiDCOMP/PARITY**. No bid will be received after the time for receiving such bids specified above.

Bid Specifications

Each proposal must specify the amount bid for the Bonds (not less than 100% of par). Bidders shall state in their electronic bids (i) the rate or rates of interest to be paid on the Bonds in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent (1%), and each proposal shall be based and submitted on the rate or rates stated therein. Bidders may specify more than one rate of interest to be borne by the Bonds, but the difference between the highest and lowest rates named may not be greater than four percent (4%) for the Bonds. Each bidder must specify in its bid a single interest rate for each maturity of the Bonds. A zero rate may not be named for any maturity. Bidders may designate in their proposal two or more consecutive serial maturities beginning no earlier than April 1, 2032 and in any year thereafter as a term bond which matures on the maturity date of the last serial maturity of the sequence. The stated maturity date for any term bond so

designated may not be earlier than April 1, 2033. More than one such sequence of serial maturities may be designated as a term bond. Any term bond so designated shall be subject to mandatory redemption in each year on the principal payment date and in the entire amount of each serial maturity designated for inclusion in such term bond. No bid will be accepted for less than 100% of the par amount of the Bonds. The Bonds will be awarded to the bidder naming the lowest true interest cost for all of the Bonds in any legally acceptable proposal and offering to pay not less than par. The lowest true interest cost with respect to the Bonds will be determined by doubling the semiannual interest rate, compounded semiannually, necessary to discount the debt service payments from the payment dates to the date of the Bonds and to the amount bid. Where the proposals of two or more bidders result in the same lowest true interest cost for the Bonds, the Bonds may be apportioned between such bidders, but if this shall not be acceptable, the County shall have the right to award all of the Bonds to one bidder. The right is reserved to the County to reject any or all proposals and to waive any irregularity or informality in any proposal. The Board's judgment shall be final and binding upon all bidders with respect to the form and adequacy of any proposal received and as to its conformity to the terms of this Notice of Sale. Any award of the Bonds may be made as late as 4:00 P.M. on the sale date. All bids remain firm until an award is made.

Procedures for Sale and Principal Amount Changes

The aggregate principal amount and the principal amount of each maturity of the Bonds are subject to adjustment by the County, both before and after the receipt of bids for their purchase. Pre-sale, the County reserves the right to increase or decrease the preliminary aggregate principal amount of the Bonds and/or change the preliminary principal amounts of the maturity schedule (the "Preliminary Aggregate Principal Amount" and the "Preliminary Principal Amount," respectively, and collectively, the "Preliminary Amounts") set forth above from time to time up until 9:30 a.m. prevailing Eastern Time on the date of sale. Any pre-sale revisions to the Preliminary Aggregate Principal Amount and the Preliminary Principal Amounts, as so revised (the "Revised Aggregate Principal Amount" and the "Revised Principal Amount" of each maturity schedule of the Bonds, respectively, and collectively, the "Revised Amounts") will be made available on the BiDCOMP/Parity/www.i-dealprospectus.com system no later than 9:30 a.m. prevailing Eastern Time on the date of sale. In the event any such pre-sale revisions are made to the maturity schedule and so communicated not later than 9:30 a.m. prevailing Eastern Time on the date of sale, the last pre-sale revisions so published shall constitute the applicable maturity schedule for purposes of submitting electronic bids with respect to the Bonds and the Revised Amounts will be used to compare bids and select the winning bidder. ALL BIDS SHALL REMAIN FIRM UNTIL 4:00 P.M. ON THE SALE DATE. Changes made to the Revised Amounts after the sale of the Bonds, as so revised (the "Final Amounts") will be communicated to the successful bidder by 5:00 p.m. prevailing Eastern Time on the date of sale and will not reduce or increase the Revised Aggregate Principal Amount of the Bonds by more than 15% from the amount bid upon. Such changes may result in the elimination of one or more maturities of the Bonds. The dollar amount bid by the successful bidder will be adjusted proportionally to reflect any reduction or increase in the Revised Amounts of the Bonds in determining the Final Amounts. Such adjusted bid price will reflect changes in the dollar amount of the underwriters' discount and original issue discount or premium, if any, but will not change the coupon rates and the initial public offering prices specified by the successful bidder. THE SUCCESSFUL BIDDER MAY

NOT WITHDRAW ITS BID AS A RESULT OF ANY CHANGES MADE WITHIN THESE LIMITS.

Change of Bid Date

The County reserves the right to postpone, from time to time, or cancel the date established for the receipt of bids. Any such postponement or cancellation will be announced by BiDCOMP/Parity/www.i-dealprospectus.com or TM3 by notice prior to any announced date for receipt of bids. If any date fixed for the receipt of bids and the sale of the Bonds is postponed, any Alternative Sale Date will be announced via BiDCOMP/Parity/www.i-dealprospectus.com or TM3 at least 48 hours prior to such Alternative Sale Date. In addition, the County reserves the right, on the date established for the receipt of bids, to reject all bids and establish a subsequent Alternative Sale Date. If all bids are rejected and an Alternative Sale Date for receipt of bids established, notice of the Alternative Sale Date will be announced via BiDCOMP/Parity/www.i-dealprospectus.com or TM3 not less than 48 hours prior to such Alternative Sale Date. On any such Alternative Sale Date, any bidder may submit a bid for the purchase of the Bonds in conformity in all respects with the provisions of this Notice of Sale except for the date of sale and except for the changes announced by BiDCOMP/Parity/www.i-dealprospectus.com or TM3 at the time the sale date and time are announced.

Award

As promptly as reasonably practicable after the bids are opened, the County will notify the bidder to whom the Bonds will be awarded, if and when such award is made. It is noted that the County has the right to award the Bonds by private negotiation at any time and may determine to exercise such right either before bids are submitted in response to this Notice of Sale or in the event that all bids are rejected. The County may so negotiate with, and make such award to, any person, including bidders hereunder.

Good Faith

The successful bidder of the Bonds shall submit a good faith deposit in the amount of \$_____ (the "Good Faith Deposit") for the winning bid on the Bonds to the County as provided below. The Good Faith Deposit will secure the County from any loss resulting from the failure of the successful bidder to comply with the terms of the bid. The successful bidder shall transfer the Good Faith Deposit by wire transfer directly to the County upon notification of the preliminary award of the Bonds, as indicated on PARITY (the "Preliminary Award"), but in any case no later than 4:00 p.m., prevailing Eastern Time, on the date of sale. Wire instructions will be provided to the successful bidder by the County's Financial Advisor upon notification of the Preliminary Award.

The successful bidder will provide as quickly as it is available evidence of wire transfer to the County's Financial Advisor by providing to the County's Financial Advisor the federal funds reference number. The formal award of the Bonds shall not be made until the County's Financial Advisor has confirmation of receipt of the Good Faith Deposit, and if the successful bidder fails to so deliver the Good Faith Deposit by the time designated above, the County will have the option

to withdraw the Preliminary Award and the successful bidder shall be responsible to the County for all consequential damages arising from such withdrawal.

At the time of the delivery of the Bonds, the Good Faith Deposit will be applied against the purchase price for the Bonds or will be retained as liquidated damages upon the failure of the successful bidder to take and pay for the Bonds in accordance with the terms of its proposal. The successful bidder shall have no right in or to the Good Faith Deposit if it fails to complete the purchase of, and payment in full of, the Bonds for any reason whatsoever, unless such failure of performance shall be caused by an act or omission of the County. No interest will be paid upon the Good Faith Deposit to the successful bidder. Notwithstanding the foregoing, should a successful bidder fail to pay for the Bonds at the price and on the date agreed upon, the County retains the right to seek further compensation for damages sustained as a result of the successful bidder so failing.

CUSIP Numbers

CUSIP identification numbers for the Bonds will be applied for by the financial advisor to the County, but the County will assume no obligation for the assignment or printing of such numbers on the Bonds or the correctness of such numbers, and neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder to accept delivery of and pay for the Bonds in accordance with the terms of this Notice of Sale.

Delivery of the Bonds; Official Statement

When delivered, the Bonds shall be duly executed and authenticated and registered in the name of Cede & Co., as nominee of DTC, as registered owner of the Bonds.

Not later than seven (7) business days after the award of the Bonds to the successful bidder on the day of sale, the County will authorize an Official Statement, which is expected to be substantially in the form of the Preliminary Official Statement referred to below. If so requested by the purchaser or purchasers at or before the close of business on the date of the sale, the County will include in the Official Statement such pricing and other information with respect to the terms of the reoffering of the Bonds by the successful bidder(s) (“Reoffering Information”), if any, as may be specified and furnished in writing by such bidder. If no Reoffering Information is specified and furnished by the successful bidder(s), the Official Statement will include the interest rates on the Bonds resulting from the bid of the successful bidder and the other statements with respect to reoffering contained in the Preliminary Official Statement. The successful bidder for the Bonds shall be responsible to the County and its officials for the Reoffering Information, and for all decisions made by such bidder with respect to the use or omission of the Reoffering Information in any reoffering of the Bonds, including the presentation or exclusion of any Reoffering Information in any documents, including the Official Statement. The successful bidder will also be furnished, without cost, with up to 100 copies of the Official Statement (and any amendments or supplements thereto).

Delivery of the Bonds, without expense, will be made by the County to the purchaser or purchasers on or about April 27, 2021, or as soon as practicable thereafter, through DTC and,

thereupon, said purchaser or purchasers will be required to accept delivery of the Bonds purchased and pay, in federal funds, the balance of the purchase price due. The Bonds will be accompanied by the customary closing documents, including a no-litigation certificate, effective as of the date of delivery, stating that there is no litigation pending affecting the validity of any of the Bonds. It shall be a condition to the obligation of said purchaser or purchasers to accept delivery of and pay for the Bonds that, simultaneously with or before delivery and payment for the Bonds, said purchaser or purchasers shall be furnished a certificate or certificates of an authorized officer of the County to the effect that, to the best of their knowledge and belief, the Official Statement (and any amendment or supplement thereto) (except for the Reoffering Information provided by the purchaser and information regarding DTC and DTC's book-entry system provided by DTC, as to which no view will be expressed) as of the date of sale and as of the date of delivery of the Bonds does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and that between the date of sale and the date of delivery of the Bonds there has been no material adverse change in the financial position or revenues of the County, except as reflected or contemplated in the Official Statement (and any amendment or supplement thereto).

Miscellaneous

The Bonds will be issued and sold subject to approval as to legality by McKennon Shelton & Henn LLP, Baltimore, Maryland, Bond Counsel, whose approving opinion substantially in the form included in the Preliminary Official Statement referred to below will be delivered, upon request, to the purchaser or purchasers of the Bonds.

To assist bidders in complying with SEC Rule 15c2-12(b)(5), the County will execute and deliver a continuing disclosure agreement on or before the date of issuance of the Bonds pursuant to which it will undertake to provide certain information annually and notices of certain events. The form of this agreement is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

NOTE: The County may revise this Notice of Sale by written notice available to prospective bidders at the place of sale at the time for submission of bids via BiDCOMP/Parity/www.i-dealprospectus.com or by publishing notice of any revisions on THE MUNICIPAL MARKET MONITOR ("TM3") SERVICES OF THOMSON REUTERS (www.tm3.com) at or before the time for submission of bids. Any bid submitted shall be in accordance with, and incorporate by reference, this Notice of Sale including any revisions made pursuant to this paragraph.

The Preliminary Official Statement, together with this Notice of Sale, may be obtained from the County Administrator, Queen Anne's County, County Office Bldg. 107 North Liberty Street, Centreville, MD 21617, (410) 758-4098 or from Lester B. Guthorn, Public Advisory Consultants, Inc., 2302 Velvet Valley Way, Owings Mills, Maryland 21117, (410) 971-2079. The Preliminary Official Statement, together with this Notice of Sale and the required form of proposal may be accessed via the internet at <https://www.newissuehome.i-deal.com/Parity>. Such Preliminary Official Statement is deemed final by the County as of its date for purposes of SEC

Rule 15c2-12 but is subject to revision, amendment and completion in the Official Statement referred to above.

By order of

BOARD OF COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY

[Continued on next page]

Section 9. As soon as may be practicable after each sale hereinabove provided for has been held, the Bonds of each series shall be suitably prepared in definitive form, executed and delivered to the purchaser thereof upon receipt of the purchase price therefor, plus interest accrued to the date of delivery, less the good faith deposit accompanying the proposal for such Bonds. The President of the Board of County Commissioners, the County Administrator, the Director of Budget, Finance and Information Technology or the Acting Director of Budget, Finance and Information Technology (whether duly appointed or Acting, the "Director of Finance"), and any of their designees, and all other officers and employees of the County are each expressly authorized, empowered and directed to take any and all action necessary, appropriate or helpful to complete and close the award, sale and delivery of the Bonds to the purchasers thereof and to effectuate the refunding of the Refunded Bonds.

Section 10. Immediately after the sale of the Bonds, the interest rate or rates payable thereon shall be fixed by order of the President of the Board of County Commissioners, the County Administrator or the Director of Finance (except to the extent provided in Section 9), individually or collectively, such order awarding the Bonds to the best bidder (in such officer's sole discretion) in accordance with the terms and conditions of the sale of the Bonds, and said Bonds shall thereupon be suitably printed and delivered to the purchasers thereof in accordance with the conditions of delivery set forth in the related Notice of Sale. The County Administrator or the Director of Finance may deduct from the total gross proceeds from the sale of the Bonds all or a portion of the related expenses incurred in the issuance of the Bonds.

Section 11. For the purpose of paying the principal of and interest on each series of the Bonds when due, the County shall levy or cause to be levied, for each and every fiscal year during which the Bonds of such series may be outstanding, upon all real and tangible personal property within its corporate limits subject to assessment for County taxation, ad valorem taxes in rate and amount sufficient to provide for the prompt payment, when due, of the principal of and interest on the Bonds of such series in each such fiscal year; and, if the proceeds from the taxes so levied in any fiscal year are inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up such deficiency. The full faith and credit and unlimited taxing power of the County are hereby irrevocably and unconditionally pledged to the prompt payment of the principal of and interest on each series of the Bonds as and when they become due and payable and to the levy and collection of the taxes hereinabove prescribed as and when such taxes may become necessary in order to provide sufficient funds to meet the debt service requirements of each series of the Bonds. The County hereby covenants and agrees with each of the registered owners of the Bonds of each series to levy and collect the taxes hereinabove prescribed and to take any further action that may be appropriate from time to time during the period that the Bonds of each series remain outstanding and unpaid to provide the funds necessary to pay promptly the principal thereof and the interest due thereon. The County may apply to the payment of the principal of or interest on each series of the Bonds of an issue any funds received by it from the State of Maryland or the United States of America or any governmental agency or instrumentality, or from any other source, if such funds are granted for the purpose of assisting the County in accomplishing the type of project or projects which each series of the Bonds of that issue are issued to finance, and to the extent of any such funds received or receivable in any fiscal year, the taxes hereby required to be levied may be reduced proportionately.

Section 12. (a) The President of the Board of County Commissioners and the County Administrator shall be the officials of the County responsible for the issuance of Tax-Exempt Bonds within the meaning of Section 1.148-2(b)(2) of the Arbitrage Regulations (defined below). The President of the Board of County Commissioners and the County Administrator shall also be the officials of the County responsible for the execution and delivery (on the date of the issuance of the Tax-Exempt Bonds) of one or more certificates of the County (collectively, the "Tax and Section 148 Certificate") that complies with the requirements of Section 148 of the Internal Revenue Code of 1986, as amended ("Section 148"), and the applicable regulations thereunder (the "Arbitrage Regulations"), and such officials are hereby authorized and directed to execute and deliver the Tax and Section 148 Certificate to counsel rendering an opinion on the validity of the Tax-Exempt Bonds on the date of the issuance of the Tax-Exempt Bonds.

(b) The County shall set forth in the Tax and Section 148 Certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of the Tax-Exempt Bonds or of any moneys, securities or other obligations on deposit to the credit of any account of the County which may be deemed to be proceeds of the Tax-Exempt Bonds pursuant to Section 148 or the Arbitrage Regulations (collectively, the "Tax-Exempt Bond Proceeds"). The County covenants that the facts, estimates and circumstances set forth in the Tax and Section 148 Certificate will be based on the County's reasonable expectations on the date of the issuance of the Tax-Exempt Bonds and will be, to the best of the certifying officials' knowledge, true and correct as of that date.

(c) The County covenants and agrees with each of the registered owners of the Tax-Exempt Bonds that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Tax-Exempt Bond Proceeds that would cause the Tax-Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148 and the Arbitrage Regulations. The County further covenants that it will comply with Section 148, as amended, and the Arbitrage Regulations which are applicable to the Tax-Exempt Bonds on the date of issuance thereof and which may subsequently be made applicable thereto as long as the Tax-Exempt Bonds remain outstanding and unpaid. The President of the Board of County Commissioners and the County Administrator are hereby authorized and directed to prepare or cause to be prepared and to execute any certification, opinion or other document, including, without limitation, the Tax and Section 148 Certificate, which may be required to assure that the Tax-Exempt Bonds will not be deemed to be "arbitrage bonds" within the meaning of Section 148 and the Arbitrage Regulations. All officers, employees and agents of the County are hereby authorized and directed to take such actions, and to provide such certifications of facts and estimates regarding the amount and use of the proceeds of the Tax-Exempt Bonds, as may be necessary or appropriate from time to time to comply with, or to evidence the County's compliance with, the covenants set forth in this Section.

(d) The County further covenants that it shall make such use of the proceeds of the Tax-Exempt Bonds, regulate the investment of the proceeds thereof, and take such other and further actions as may be required to maintain the excludability from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds

(e) The President of the Board of County Commissioners or the County Administrator may make such covenants or agreements in connection with the issuance of the Tax-Exempt Bonds as either of them shall deem advisable in order to assure the registered owners of

the Tax-Exempt Bonds that interest thereon shall be and remain excludable from gross income for federal income tax purposes, and such covenants or agreements shall be binding on the County so long as the observance by the County of any such covenants or agreements is necessary in connection with the maintenance of the exclusion of the interest on such Tax-Exempt Bonds from gross income for federal income tax purposes. The foregoing covenants and agreements may include such covenants or agreements on behalf of the County regarding compliance with the provisions of the Internal Revenue Code, as amended and the Arbitrage Regulations as the President of the Board of County Commissioners and the County Administrator shall deem advisable in order to assure the registered owners of the Tax-Exempt Bonds that interest thereon shall be and remain excludable from gross income for federal income tax purposes, including (without limitation) covenants or agreements relating to the investment of Tax-Exempt Bond Proceeds, the payment of certain earnings resulting from such investment to the United States, limitations on the times within which, and the purpose for which, Tax-Exempt Bond Proceeds may be expended, or the use of specified procedures for accounting for and segregating Tax-Exempt Bond Proceeds. Such covenants and agreements may be set forth in the Tax and Section 148 Certificate.

Section 13. (a) The distribution of an Official Statement pertaining to the Bonds is hereby authorized, the final form of such Official Statement to be approved by the President of the Board of County Commissioners as evidenced by said President's signature thereon. The distribution of the Preliminary Official Statement with respect to the Bonds is hereby authorized. The Official Statement shall be in substantially the form of such Preliminary Official Statement, with such changes, modifications, additions and deletions as the President of the Board of County Commissioners may approve.

(b) The President of the Board of County Commissioners is hereby expressly authorized to approve the form of and execute and deliver on behalf of the County, a continuing disclosure agreement to assist bidders in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

(c) The President of the Board of County Commissioners is also hereby expressly authorized to (i) approve the form and contents of, and provisions for the execution and delivery of, such documents as the President of the Board of County Commissioners shall deem necessary or desirable to evidence, secure or effectuate the issuance, sale and delivery of each series of the Bonds and to effectuate the refunding of the Refunded Bonds and (ii) to specify, prescribe, determine, provide for or approve such other matters in connection with the authorization, issuance, execution, sale, delivery and payment of the Bonds, the refunding of the Refunded Bonds and the consummation of the transactions contemplated by this Resolution as may be deemed necessary or appropriate by the President of the Board of County Commissioners.

[Signatures appear on following page]

Section 14. This Resolution shall become effective on March 26, 2021, immediately after the effective time of Bill No. 21-01 enacted by the Board of County Commissioners on February 9, 2021.

COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY, MARYLAND

Christopher M. Corchiarino, President

Philip L. Dumenil, Vice President

James J. Moran, Commissioner

Jack N. Wilson, Jr., Commissioner

Stephen Wilson, Commissioner

Adopted on March 23, 2021



**Queen
Anne's
County**

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

The Liberty Building
107 North Liberty Street
Centreville, Maryland 21617

Telephone: (410) 758-4064
Fax: (410) 758-4405

*County Administrator: Todd R. Mohn.
Chief Treasury Officer: Jeffrey A. Rank
Information Technology Manager: Megan DelGaudio*

County Commissioners:

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

MEMORANDUM

DATE: March 23, 2021
TO: County Commissioners
FROM: *Tm* Todd R. Mohn, County Administrator
SUBJECT: Semiannual Property Tax Payment Service Fee

ACTION ITEM

Annually, the County Tax Collector is authorized to bill a service fee for the lost interest and administrative costs associated with the semiannual property tax billing if the amount of the service charge is approved by the State Department of Assessments and Taxation.

The annual calculation of the service fee is related to the interest we receive from our cash investments, as the semiannual payment results in lost interest to the County. It is estimated that if a service fee based on actual lost interest revenue was implemented, the charge for a typical household would be less than \$2.00 per household (See attachment)

Queen Anne's County did not charge a service fee for the 2020-2021 tax year. We recommend that a service fee not be charged in the 2021-2022 tax year as well.

Recommended Action:

I move to submit to the Department of Assessments and Taxation an Approval Form for The Establishment of County and Municipal Service Fees for Semiannual Property Tax Payments a service charge in the amount of 0%.

Attachment: Semi-Annual Service Fee Calculation

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things to do...places to go...ways to grow your business...scan for info



QUEEN ANNE'S COUNTY
SEMI-ANNUAL SERVICE FEE CALCULATION TAX YEAR 2021-2022

LOST INTEREST CALCULATION:

	COLLECTIONS	HIGHEST CURRENT INTEREST RATE		TAX YEAR 2020-2021
OCT	3,253,656.43	0.5%/ANNUM	0.0004166667	1,355.69
NOV	1,767,311.64	0.5%/ANNUM	0.0004166667	1,472.76
DEC	17,238,439.36	0.5%/ANNUM	0.0004166667	21,548.05
	<u>22,259,407.43</u>	LOST INTEREST TOTAL		<u>24,376.50</u>

SERVICE FEE CALC PERCENTAGE	0.0010951	
	0.1095	MAX IS 1.5%

ADMINISTRATIVE EXPENSE CALCULATION:

10% OF LOST INT CHG	2,437.65
---------------------	----------

TOTAL SERVICE FEE CALCULATION:

PERCENTAGE CALCULATION	26,814.15	
ESTIMATED # OF HOUSEHOLDS	0.12%	MAX IS 1.65%
SERVICE FEE PER HOUSEHOLD	15,000	
	\$1.79	



*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

MEMORANDUM

DATE: 23 MARCH 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: STEPHANIE JONES, PRINCIPAL PLANNER

SUBJECT: 2021 CITIZEN SPONSORED TEXT AMENDMENT APPLICATIONS
TEXT AMENDMENT/COUNTY ORDINANCES #21-02 THRU #21-04

Chapter 18 contains provisions for text and map amendments. In accordance with § 18:1-218 citizen sponsored applications for text amendments may be filed with the Office of the Clerk to the County Commissioners for consideration by the County Commissioners only during the first 10 business days in the month of February of each calendar year. During this annual window, the County received the following applications for consideration (full submittals for each application are attached):

- #21-02 – Walter H. Petrie, Bay Bridge Marina Ventures, LLC, and Timothy P. McGrath c/o Joseph A. Stevens, Esq.: § 18:1-22. Urban Commercial (UC) District. Addition of major and minor multifamily provisions. This proposed amendment would allow minor and multifamily units within the UC only as part of a redevelopment that includes an existing Marina and other commercial uses. Also, the proposal includes adding commercial apartments and multifamily dwellings within the purpose statement and adding density, dimensional, and bulk standard requirements to include increasing the maximum building height for both residential and nonresidential uses.
- #21-03 – Nashville Properties, LLC c/o Joseph A. Stevens, Esq.: § 18:1-28 Town Center (TC) District and § 18App-1 Definitions. This proposed amendment would allow for self-storage facilities within the TC with interior access only. Also, it would add self-storage facility (interior access only) to the existing definition of a light industrial use.
- #21-04 – E. Trippe Callahan, Jr., c/o Ryan Showalter, Esq.: § 18:1-38.1(B) Utility Scale Solar Array (USSA) District. Utility scale solar arrays are currently permitted by conditional use in the Agricultural (AG) and Countryside (CS) Districts and specifically within the mapped USSA District. This amendment would allow for arrays to be located outside the two-mile radius on parcels that are partially inside of the USSA Overlap District Map. To do so outside of the two-mile radius, the applicant would be required to comply with all design standards and to obtain and establish a perpetual conservation easement prior to construction. The easement must protect an area of agricultural land in the AG District equal to one-third of an acre for every acre of land outside of the two-mile radius that is to be developed for solar array or associated improvements.

REVIEW PROCESS

In accordance with § 18:1-218 and § 18:1-220, the three citizen sponsored text amendments must be conveyed to the Planning Commission for consideration and recommendation of the proposals in accordance with their consistency with Chapter 18, the Comprehensive Plan, and the Maryland Land Use Article. Following receipt of reports from the Planning Commission regarding these three applications, the County Commissioners will hold public hearings. After these proceedings occur and are considered, the County Commissioners will take action on all applications for zoning text/county ordinance amendments.

In summary, the process of a citizen sponsored amendment is subject to the follow review process:

- Introduction by the County Commissioners and conveyance to the Planning Commission for investigation and recommendation;
- Consideration by the Planning Commission and the subsequent submittal of a report and recommendation to the County Commissioners;
- Receipt of Planning Commission recommendation and subsequent scheduling of a public hearing conducted by the County Commissioners; and
- Vote by the County Commissioners no sooner that 10 days following the date of the public hearing required for adoption.

Accordingly, staff has conveyed the three citizen sponsored applications for text amendments to the Planning Commission for investigation and recommendation.



Ord 21-02

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

jstevens@spp-law.com

February 1, 2021

HAND DELIVERED

RECEIVED

The County Commissioners for
Queen Anne's County
107 North Liberty Street
Centreville, Maryland 21617
C/O Stephanie I. Jones,
Queen Anne's County Department of Planning and Zoning

FEB - 1 2021

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

Re: Petition for Text Amendment.

Dear County Commissioners:

Please find enclosed a "Petition for Proposed for Text Amendment" and requisite application requesting amendment to the provisions to Chapter 18 of the County Code, Section 18: 1-22 Urban Commercial (UC) zoning district standards. The intent of the proposed amendment is to allow limited multifamily residential uses (i.e., condominiums, townhomes and apartments) on properties in the UC zone on which a functioning marina is also located.

I am filing the Petition on behalf of Walter H. Petrie, contract purchaser of the Bay Bridge Marina property located on Pier One Road, Stevensville, MD; Bay Bridge Marina Ventures, LLC (intended assignee purchaser of the Bay Bridge Marina Property); and Timothy P. McGrath, a property owner in Queen Anne's County and a member of Bay Bridge Marina Ventures.

I respectfully request that the Proposed for Text Amendment be processed in accordance with Section 18:1-218 of the County Code and forwarded to the Planning Commission for its review and recommendation.

If you have any questions, please do not hesitate to contact me, and thank you for your kind assistance.

County Commissioners
February 1, 2021
Page 2

Very truly yours,
STEVENS PALMER, LLC


Joseph A. Stevens

cc: Amy G. Moredock, Director, Department of Planning and Zoning
Margie Houck, Clerk to the County Commissioners
Christopher F. Drummond, Esq.
Patrick E. Thompson, Esq.
Walter H. Petrie
Timothy P. McGrath

**TEXT/CODE AMENDMENT APPLICATION
QUEEN ANNE'S COUNTY CODE – LOCAL REGULATIONS
CHAPTER 18:1 ZONING AND SUBDIVISION REGULATIONS**



Queen Anne's County Department of Planning and Zoning
110 Vincit Building, Suite 104, Centreville, MD 21620
410-758-1255 (phone) • 410-758-2509 (fax)

Pursuant to Part 7, "Administration, Enforcement, and Special Procedures", Article XXIX, § 18:1-218 "Proposal of amendment", of the Queen Anne's County Code – Local Regulations, I/We _____

Joseph A. Stevens, Esq. Attorney for the Applicants Walter H. Petrie, contract purchaser of the Bay Bridge Marina property located on Pier One Road, Stevensville, MD; Bay Bridge Marina Ventures, LLC (intended assignee purchaser of the Bay Bridge Marina Property); and Timothy P. McGrath, a property owner in Queen Anne's County and a member of Bay Bridge Marina Ventures

Applicant's Name

of 114 West Water Street, Centreville, Md 21617, (410)758-4600

Address

Telephone Number

hereby petition the County Commissioners of Queen Anne's County to amend Chapter 18, Zoning and Subdivision Regulations of Queen Anne's County, Maryland. I/We propose to amend Chapter 18 of the County Code, Article V. Section 18: 1-22 Urban Commercial (UC) zoning district standards as follows: _____

SEE ATTACHED

The purpose of the proposed amendment is to permit: limited multifamily residential uses (i.e., condominiums, townhomes and apartments) on properties in the UC zone on which a functioning marina is also located.

A handwritten signature in black ink, appearing to be "J A Stevens", written over a horizontal line.

**Applicant's Signature,
By Joseph A. Stevens, Attorney for
Applicants**

02-01-21

Date

Please Note: The application for an amendment to the text of this Code shall, at a minimum state in particular, the Article, Section, and paragraph sought to be amended (noted above). The application shall contain the language of the proposed amendment and all supplemental and supporting documentation must be included (add additional sheets as necessary).

Instructions: § 18:1-218 specifies that applications for text amendments be filed with the Office of the Clerk to the County Commissioners for consideration by the County Commissioners only during the first 10 business days in the month of February of each calendar year.

For Office Use Only:

File Number _____
Date Filed _____
Date Referred to Planning Commission _____
Date Recommend. Rec'd from Plan. Comm. _____
County Comm. Public Hearing Date _____
County Commissioners Action _____
Date of Action _____

PETITION FOR A PROPOSED TEXT AMENDMENT

SECTION 18:1-22 OF THE

QUEEN ANNE'S COUNTY CODE

NOW COMES, Walter H. Petrie, contract purchaser of the Bay Bridge Marina property located 357 Pier One Road, Stevensville, MD; Bay Bridge Marina Ventures (intended assignee purchaser of the Bay Bridge Marina property); and, Timothy P. McGrath, owner of property located at 341 Keene Farm Lane, Stevensville, MD (and a member of Bay Bridge Marina Ventures), by and through his attorney, Joseph A. Stevens and THE LAW OFFICES OF STEVENS PALMER, LLC, and in accordance with the Queen Anne's County Code, (hereinafter referred to as "County Code") Sections 18:1-215 through 18:1-222, hereby submits to the County Commissioners for Queen Anne's County, MD the following proposed amendments to Section 18:1-22 of the County Code, Urban Commercial District:

(**Bold** indicates language proposed to be added to the County Code. ~~Strike through~~ indicates language proposed to be deleted from the County Code. *Italic* indicates the term is defined in APPENDIX – a Glossary.)

18:1-22 Urban Commercial (UC) District

- A. Purpose. The Urban Commercial (UC) District is intended to provide primarily for a variety of commercial and limited light industrial uses in predominately urban areas along major highways, as well as **limited mixed use in the form of commercial apartments and multifamily dwellings (in accordance with the provisions prescribed herein)**. Stringent design and landscaping standards within the UC District are intended to minimize the impacts of highway commercial uses.

B. Permitted Uses

(1)

.
. .

(31) Major and Minor *Multifamily* (permitted only as part of a redevelopment that includes an existing *Marina* and other *commercial uses*).

C.

D. Density/intensity requirements.

(1) Maximum residential density: ~~(not applicable)~~

(a) *Multifamily*: 10.0 d/u's per acre.

(3) No individual *use* and or tenant space in a *structure* shall occupy more than 65,000 square feet of gross *floor area*, except for the following *uses*:

(a) *Auctions*;

.
. .

(r) *Multifamily* (permitted only as part of a redevelopment that includes an existing *Marina* and other *commercial uses*).

E. Dimensional and bulk requirements:

(1) Residential uses: ~~(not applicable)~~ *Multifamily*

(a) **Minimum *Open Space Ratio*: .20**

(b) Minimum setbacks: Unless otherwise expressed provided in this Section 18:1-22, the dimensional and bulk standards shall be those prescribed below, and the standards contained in Section 18:1-36 (Planned Residential Development Standards) shall not apply to residential development in this zone.

[1] Front 15 feet.

[2] Side 15 feet.

[3] Rear 15 feet.

[4] Spacing between buildings: 10 feet.

[5] Maximum height: 55 feet (not to exceed four stories).

[6] Minimum lot frontage: 35 feet.

[7] Off-street parking spaces: 1.5 spaces for one-bedroom unit.

[8] Off-street parking spaces: two spaces for two-or-more bedroom unit.

(2) Nonresidential *uses*.

(a) Maximum *impervious surface ratio*.

[1] All *uses*: .80.

(b) Minimum *lot frontage*: 35 feet.

(c) Minimum setbacks.

[1] Front: 25 feet.

[2] U.S. Routes 50/301: 50 feet.

[3] Arterial: 20 feet.

[4] Side and rear: 10 feet.

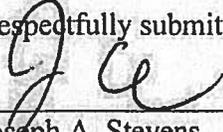
(d) Maximum building height:

[1] *Telecommunications facilities*: 90 feet.

[2] All other: ~~45 feet~~ 55 feet (not to exceed four stories).

WHEREFORE, the Petitioners respectfully requests that the County Commissioners for Queen Anne's County, Maryland accept, process, introduce and approve the proposed amendments to Section 18:1-22 of the County Code, Urban Commercial District.

Respectfully submitted,



Joseph A. Stevens
LAW OFFICES OF STEVENS PALMER, LLC
114 W. Water Street
Centreville, Maryland 21617
(410) 758-4600
jstevens@spp-law.com



LAW OFFICES OF

**STEVENS
PALMER, LLC**

ORD 21-03

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

February 2, 2021

HAND DELIVERED

The County Commissioners for
Queen Anne's County
C/O Stephanie I. Jones
107 North Liberty Street
Centreville, Maryland 21617

Re: Petition for Text Amendment Nashville Properties, LLC.

Dear Commissioners:

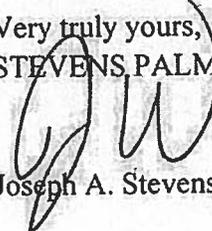
Please find enclosed a "Petition for Proposed for Text Amendment" requesting amendment to the provisions to Chapter 18 of the County Code, Section 18: 1-28 Town Center (TC) zoning district standards. The intent of the proposed amendment is to allow self storage uses, with interior access only (i.e., continuing the prohibition on miniwarehouses, with direct access for the outside of the building to multiple units) in the TC zone.

I am filing the Petition on behalf of Nashville Properties, LLC, a property owner in Queen Anne's County which owns property located on Piney Creek Road, Chester, MD.

I respectfully request that the Proposed for Text Amendment be processed in accordance with Section 18:1-218 of the County Code and forwarded to the Planning Commission for its review and recommendation.

If you have any questions, please do not hesitate to contact me, and thank you for your kind assistance.

Very truly yours,
STEVENS PALMER, LLC


Joseph A. Stevens

RECEIVED

FEB 2 2021

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

County Commissioners
February 2, 2021
Page 2

cc: Amy G. Moredock, Director, Department of Planning and Zoning
Christopher F. Drummond, Esq.
Patrick E. Thompson, Esq.
Jody Schulz, Nashville Properties, LLC

**TEXT/CODE AMENDMENT APPLICATION
 QUEEN ANNE'S COUNTY CODE – LOCAL REGULATIONS
 CHAPTER 18:1 ZONING AND SUBDIVISION REGULATIONS**



Queen Anne's County Department of Planning and Zoning

110 Vincit Building, Suite 104, Centreville, MD 21620
 410-758-1255 (phone) • 410-758-2509 (fax)

Pursuant to Part 7, "Administration, Enforcement, and Special Procedures", Article XXIX, § 18:1-218 "Proposal of amendment", of the Queen Anne's County Code – Local Regulations, I/We _____

Joseph A. Stevens, Esq. on behalf of the applicant, Nashville Properties, LLC (and owner of property in Queen Anne's County, located at Piney Creek Rd, Chester, MD 21619

Applicant's Name

of c/o Joseph A. Stevens, 114 West Water Street, Centreville, MD, 21617 (410) 758-4600

Address

Telephone Number

hereby petition the County Commissioners of Queen Anne's County to amend Chapter 18, Zoning and Subdivision Regulations of Queen Anne's County, Maryland. I/We propose to amend Chapter 18 of the County Code, Article V. Section 18: 1-28 Town Center (TC) and CHAPTER 18 APPENDIX – a: Glossary, 18: App – 1 Definitions

as follows: SEE ATTACHED

The purpose of the proposed amendment is to permit: self storage uses, with interior access only (i.e., continuing the prohibition on miniwarehouses, with direct access for the outside of the building to multiple units) in the TC zone.

**Applicant's Signature
 By: Joseph A. Stevens,
 Attorney for Applicant**

2/2/2021

Date

Please Note: The application for an amendment to the text of this Code shall, at a minimum state in particular, the Article, Section, and paragraph sought to be amended (noted above). The application shall contain the language of the proposed amendment and all supplemental and supporting documentation must be included (add additional sheets as necessary).

Instructions: § 18:1-218 specifies that applications for text amendments be filed with the Office of the Clerk to the County Commissioners for consideration by the County Commissioners only during the first 10 business days in the month of February of each calendar year.

For Office Use Only:

File Number _____
 Date Filed _____
 Date Referred to Planning Commission _____
 Date Recommend. Rec'd from Plan. Comm. _____
 County Comm. Public Hearing Date _____
 County Commissioners Action _____
 Date of Action _____

PETITION FOR A PROPOSED TEXT AMENDMENT

SECTION 18:1-28 OF THE
QUEEN ANNE'S COUNTY CODE

NOW COMES, Nashville Properties, LLC owner of property located at Piney Creek Road, Chester, MD, by and through its attorney, Joseph A. Stevens and THE LAW OFFICES OF STEVENS PALMER, LLC, and in accordance with the Queen Anne's County Code, (hereinafter referred to as "County Code") Sections 18:1-215 through 18:1-222, hereby submits to the County Commissioners for Queen Anne's County, MD the following proposed amendments to Section 18:1-28 of the County Code, Town Center District:

(**Bold** indicates language proposed to be added to the County Code. ~~Strike-through~~ indicates language proposed to be deleted from the County Code. *Italic* indicates the term is defined in APPENDIX – a Glossary.)

18:1-28 Town Center (TC) District

18:1-28 C. (1) Permitted uses.

.
.
.

(rr) *Self-storage facility (interior access only).*

CHAPTER 18 APPENDIX – a: Glossary

18: App – 1 Definitions

INDUSTRIAL USE

- A. Any development approved by the County or a municipal corporation that have the following characteristics and include the following categories of use.

(1) LIGHT INDUSTRIAL USES

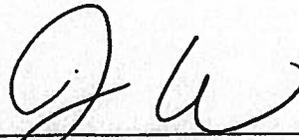
Include wholesale distribution and manufacturing activities generally conducted indoors where nuisances associated with the use, such as noise, odor, smoke and dust, are minimal; blacksmith shops; boat building; miniwarehouses (with and without outdoor storage); *self-storage facility (interior access only)*; materials sales or storage yards (excluding asphalt or concrete mixing); bulk materials or machinery storage (fully enclosed); boat repair and auto repair; carpet and rug cleaning plants; contractors' offices and equipment storage yards; dry-cleaning and laundry plants serving more than one outlet; extermination shops; food processing and packing plants; fuel oil (storage and sales); furniture cleaning plants; furniture refinishing shops; lumberyards; manufacturing (including the production, processing, cleaning, testing and distribution of materials, goods, foodstuffs and products) in plants with fewer than 500 employees on a single shift; mirror supply and refinishing shops; monument works; ornamental iron workshops; pilot plants; printing plants; scientific (e.g., research, testing or experimental) laboratories; trade shops (including cabinet, carpentry, planing, plumbing, refinishing and paneling); truck terminals; wholesale business and storage (wholesale business are not warehouse clubs that can be joined for a membership fee where a variety of goods are offered in bulk at wholesale or discounted prices); showrooms; incidental retail stores (that do not exceed 25,000 square feet of floor area) associated with building and plumbing supply distribution operations.

SELF STORAGE FACILITY (interior access only)

- A. **A building, or group of buildings, which provides individual units accessed solely through interior hallways (with no direct outdoor access to individual units), each unit being leased to an individual for dead storage and not in conjunction with the day-to-day operation of a business.**
- B. **May include an office for the sole purpose of conducting business specific to the *Self-storage facility*.**

WHEREFORE, the Petitioners respectfully requests that the County Commissioners for Queen Anne's County, Maryland accept, process, introduce and approve the proposed amendments to Section 18:1-28 of the County Code, Town Center District.

Respectfully submitted,



Joseph A. Stevens
LAW OFFICES OF STEVENS PALMER, LLC
114 W. Water Street
Centreville, Maryland 21617
(410) 758-4600
jstevens@spp-law.com

TEXT/CODE AMENDMENT APPLICATION
QUEEN ANNE'S COUNTY CODE – LOCAL REGULATIONS
CHAPTER 18:1 ZONING AND SUBDIVISION REGULATIONS



Queen Anne's County Department of Planning and Zoning
110 Vincit Building, Suite 104, Centreville, MD 21620
410-758-1255 (phone) • 410-758-2509 (fax)

ORD 21-04

Pursuant to Part 7, "Administration, Enforcement, and Special Procedures", Article XXIX, § 18:1-218 "Proposal of amendment", of the Queen Anne's County Code – Local Regulations, I/We E. Trippe Callahan, Jr., owner of Queen Anne's County Map 53, Parcel 17 of c/o Ryan Showalter, McAllister, DeTar,

Applicant's Name	Address
<u>Showalter & Walker, 100 N. West Street, Easton, Maryland 21601</u>	<u>(410) 820-0259</u>
	Telephone Number

hereby petition the County Commissioners of Queen Anne's County to amend Chapter 18, Zoning and Subdivision Regulations of Queen Anne's County, Maryland. I/We propose to amend Article XXIX Chapter 18:1-38.1

as follows: Amend Section 18:1-38.1(B) as follows (insertions indicated by bold text):

(1) Shall be permitted only as a conditional use in the Agricultural (AG) and Countryside (CS) Districts and: (a) within a two-mile radius on either side of the electric transmission lines with a capacity equal to or greater than 69 kV as identified on the Utility Scale Solar Array Overlap (USSA) District Map, or (b) outside of the two-mile radius described by (a) only on parcel(s) that are partially located within the two-mile radius described by (a), provided that (1) all utility-scale solar array improvements located outside of the two-mile radius comply with all design standards and requirements applicable to the USSA and (2) the applicant obtains and establishes by duly executed, recorded instrument, prior to commencement of construction of the utility-scale solar array, a perpetual conservation easement protecting an area of agricultural land in the Agricultural (AG) District equal to one-third of an acre for every acre of land located outside of the two-mile radius that is to be developed for the utility-scale solar array or associated improvements.

(2) Shall not be on a parcel with conservation or open space easement(s) as recorded in the Land Records of Queen Anne's County or otherwise designated through agreement, except that a conservation easement established for purposes of (1)(b) above may partially encumber a property proposed for solar development, provided that no solar improvements or landscape buffers are located within the protected easement area"

The purpose of the proposed amendment is to permit: the County's consideration of approval of utility-scale solar array construction beyond the defined 2-mile radius of the USSA, but only on parcels of land that are partially located within the USSA. Any utility-scale solar development occurring outside the USSA would be required to comply with all substantive design requirements of the USSA. Moreover, although the proposed solar use typically represents a temporary (25-35 year) use of land, permitting this use on land outside the USSA would require acquisition of perpetual conservation easement(s) at a ratio of 1:0.33 acres, thereby providing direct and permanent benefits to advance the County's agricultural preservation goals.

E. Trippe Callahan, Jr.
Applicant's Signature

February 11, 2021
Date

Please Note: The application for an amendment to the text of this Code shall, at a minimum state in particular, the Article, Section, and paragraph sought to be amended (noted above). The application shall contain the language of the proposed amendment and all supplemental and supporting documentation must be included (add additional sheets as necessary).

Instructions: § 18:1-218 specifies that applications for text amendments be filed with the Office of the Clerk to the County Commissioners for consideration by the County Commissioners only during the first 10 business days in the month of February of each calendar year.

For Office Use Only:	
File Number	_____
Date Filed	_____
Date Referred to Planning Commission	_____
Date Recommend. Rec'd from Plan. Comm.	_____
County Comm. Public Hearing Date	_____
County Commissioners Action	_____
Date of Action	_____

Enacted 9 January 2020



*Queen
Anne's
County*

Housing and Community Services

104 Powell Street
Centreville, MD 21617

Telephone: (410) 758-3977

Fax: (410) 758-4499

e-mail: DHCS@qac.org

County Commissioners:

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

Memo

Date: March 11, 2021
To: Commissioner Christopher M. Corchiarino
From: Anne Van Benschoten
Re: Subordination Agreement for Jonathan Gunther

Attached is the Subordination Agreement for Jonathan Gunther who qualified for the Critical Workforce Loan Program. The client is requesting a Subordination Agreement to lower his interest rate. Pat Thompson has reviewed the request and has deemed everything in proper order. If you are acceptable to the agreement, please sign on behalf of the Commissioners as indicated.

If you have any questions, please call at 410 758-3977 x2064.

Thank you for your assistance.



SUBORDINATION AGREEMENT

Loan No: 3472600879

This Agreement is made this _____, 20____ by **The County Commissioners of Queen Anne's County**, whose address is _____ (the "Lienholder").

WHEREAS the Lienholder is the holder of a mortgage/deed of trust/lien in the principal amount of \$50,000.00, executed by **Jonathan W. Gunther** (the "Borrower"), dated July 6, 2011 and recorded on July 26, 2011, in Book 2037, Page 309, in the records of Queen Annes County ("Lienholder's Lien"), covering the property commonly known as 110 Ridgeview Ct Centreville, MD 21617-1253 (the "Property") and legally described as:

Situated in the County of Queen Annes, State of MD:

(See attached Legal Description)

Tax ID No.: 03-043355

WHEREAS Quicken Loans, LLC intends to make a loan to the Borrower in a principal amount not to exceed \$101,400 and dated on or about _____, 20____ to be secured by a mortgage/deed of trust granted to Mortgage Electronic Registration Systems Inc., as nominee for Quicken Loans, LLC, its successors and or assigns, covering the Property ("Quicken Loans' Lien"), and

WHEREAS Quicken Loans will only make the loan to the Borrower provided that Lienholder's Lien is subordinate to Quicken Loans' Lien, and

WHEREAS Lienholder intends that Quicken Loans' Lien be prior and superior to Lienholder's Lien.

NOW, THEREFORE, it is agreed that in consideration of one dollar and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Lienholder agrees to subordinate and make Lienholder's Lien subordinate and junior in all respects to Quicken Loans' Lien.

Loan No: 3472600879

Witnesses:

Signature _____

Printed Name _____

Signature _____

Printed Name _____

STATE OF _____)

ss

COUNTY OF _____)

On _____, 20____ before me, _____ (Notary Name), personally appeared _____ (Lienholder Representative), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Notary Signature)
Notary Public, County of _____, Acting in _____ County.
State of _____
My commission expires _____.

Lienholder Signature:

Lienholder: The County Commissioners of Queen Anne's County

Printed Name _____

Title _____

This instrument drafted by and after recording return to:
Breanna Williams
Quicken Loans, LLC
Subordination Dept.
615 W. Lafayette
Detroit, MI 48226



Queen Anne's County



QUEEN ANNE'S COUNTY ECONOMIC DEVELOPMENT

425 Piney Narrows Road
Chester, MD 21619
Telephone: (410) 604-2100
County Cell: (410)490-4695
Fax: (410) 604-2101

County Commissioners:

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

MEMORANDUM

TO: Board of County Commissioners

ACTION ITEM

CC: Todd Mohn, County Administrator
Michael Whitehill, Chairman, Economic Development Incentive Fund Commission

FROM: Heather Tinelli, Director Economic and Tourism Development

DATE: 3/17/2021

SUBJECT: Request for Economic Development Incentive Funding – Robert Laraway DDS, LLC DBA Kent Island Orthodontics

At its meeting on March 15th, 2021, the Economic Development Incentive Fund (EDIF) Commission recommended approval of a conditional loan for \$50,000.00 to Robert Laraway DDC, LLC DBA Kent Island Orthodontics for the purpose of purchasing additional sanitation equipment and other practice equipment necessary to grow his practice and hire additional staff. The practice has recently opened in Stevensville, MD in the old fire house building.

Robert Laraway DDS, LLC DBA Kent Island Orthodontics is a limited liability company owned and operated by Robert D. Laraway, DDS, MS whose mission is to provide high quality orthodontic care at affordable fees to residents of Stevensville, MD and the surrounding towns within Queen Anne's County. Dr. Laraway holds a bachelor's degree in Life Sciences from The Pennsylvania State University, and a Doctor of Dental Surgery and master's degree from the University of Maryland School of Dentistry. An additional intensive three-year orthodontic residency program at the University of Maryland School of Dentistry was completed immediately following graduation and has practiced orthodontics since he finished his residency in June 2018. Mr. Laraway applied to the EDIF in December 2020 and moved forward with opening his practice in January, 2021 in 3,500 sqft space in Stevensville. This conditional loan would allow him to purchase the equipment necessary to add the treatment stations necessary to see additional patients and hire additional staff of 10 full-time employees within 3 years of funding.

Kent Island Orthodontics will have a state-of-the-art dental lab that captures 3D images on the patient's mouth, 3D prints the models, and can provide clear aligner treatment at a fraction of the cost of products like Invisalign. This will allow Dr. Laraway to provide a lower cost treatment option for those adults on medical assistance that have aged out of orthodontic coverage. The close proximity to the elementary and middle schools also provides opportunity for school aged patients to easily schedule visits and possibly be escorted to their appointments.

The EDIF Commission recommends the award be a reimbursement for the cost of the equipment which is estimated up to \$50,000 and conditioned upon the incremental creation of a total of ten (10) full-time jobs

within three (3) years from the date of disbursement of funds. The company would also be required to maintain the employment level and remain in full operation in the county for a total of five (5) years. The EDIF agreement is to be prepared by the county attorney, will include guarantees, security interest and employment reporting requirements. Upon meeting performance requirements of the agreement, the conditional loan would revert to a grant.

SUGGESTED MOTION: I motion to approve the disbursement of \$50,000.00 of Economic Development Incentive Funding to Robert Laraway DDC, LLC DBA Kent Island Orthodontics for the purpose of purchasing dental equipment. The disbursement of funds is contingent upon a signed agreement between the EDIF Commission and the company outlining the conditions of the agreement and performance of the project in accordance with the application submitted to the EDIF Commission.

ATT: Project Summary



Queen Anne's County



QUEEN ANNE'S COUNTY ECONOMIC DEVELOPMENT

County Commissioners:

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

Jean E. Fabi, Economic Development Manager
425 Piney Narrows Road
Chester, MD 21619
Telephone: (410) 604-2100
County Cell: (410)490-4695
Fax: (410) 604-2101

Queen Anne's County Economic Development Incentive Fund Application

Program Mission

Queen Anne's County Economic Development Incentive Fund (EDIF) was established by the County Commissioners to support economic development in the County by providing financial assistance through loans, conditional loans that may revert to a grant, or a combination of both. The EDIF program assists the growth of existing businesses and also provides assistance to new businesses that complement the County's existing and emerging industry sectors and support the Economic Development Driving Strategies.

Program Description

The EDIF is available to individuals/businesses interested in starting a new business, expanding an existing business in, or relocating operations to, Queen Anne's County (a project). Strong consideration is given to those businesses that fall within the following industry profiles: Advanced Manufacturing, Agriculture and Seafood, Technology, and Hospitality/Tourism. Projects will be vetted by staff prior to submittal to the EDIF Commission.

The project must significant economic impact – such as job creation and retention, increase in production, and/or potential for a niche market – and be consistent with the County's development land use goals and economic development priorities and driving strategies. The project must demonstrate private and public investment. The business must be physically located within the geographic boundaries of Queen Anne's County. Residency is not required of the business owner(s).

The applicant must provide a demonstrated need for EDIF funding for the project and that EDIF funding will leverage other investment, public and/or private. A project must demonstrate the creation of full-time jobs (or FTEs) within a set time period and the company is required to remain in full operation in the county for the term of the agreement.

Disbursement of funds is the sole discretion of the Queen Anne's County Economic Development Incentive Fund Commission (EDIFC) with the authorization of the Board of County Commissioners. Funding is in the form of a loan or conditional loan. Recipients will be required to meet with staff and provide quarterly employment reports for the term of the agreement. The EDIF Commission may also require, as a condition of funding, that the recipient(s) become clients of the local SCORE chapter and regularly meet with SCORE and the staff of the Department of Economic and Tourism Development for the term of the loan agreement.

Queen Anne's County Economic Development Incentive Fund
Application

The initial application package must include the following:

- Project description outlining the purpose of the project, the time-frame (including phasing), project management and responsible parties, and detailed use of funds outlining the costs associated with the entirety of the project, including the funding that is being requested.
- Completed (typed or printed) original application form provided by EDIF (must be legible to be considered)
- Copy of lease/deed, if applicable
- Photographs and/or diagrams of project/product (not smaller than 4"x6") and other relevant material to support your request
- Yearly projections up to five (5) years, including projected profit and loss
- A description of the anticipated direct and indirect job creation over three (3) years with salaries
- Resumes/bios of owners (20% or more ownership interest)
- Articles of Incorporation or Partnership Agreement, as applicable
- Proof that the applicant has the authority to authorize loans on behalf of the company
- Any other information as needed to support the application/project

NOTE: The Commission reserves the right to request additional information as needed for further consideration.
Incomplete applications will not be accepted.

SECTION 1: APPLICANT AND BUSINESS INFORMATION

Business Name: Kent Island Orthodontics

Corporate Name (if different): Robert Laraway DDS, LLC

Business Current Physical Location/Address:

Street: 605 Main Street Suite 100

City: Stevensville State: MD Zip: 21666

Business Mailing Address (if different):

Street: 7210 Kent Point Road P.O. Box: _____

City: Stevensville State: MD Zip: 21666

Business Website: kiortho.com

Business Facebook/Social Media (if applicable): Kent Island Orthodontics

Applicant(s) Contact Information (Point of Contact for the Application):

Name: Robert Laraway

Title: Owner

Queen Anne's County Economic Development Incentive Fund
Application

Work Telephone: 443-475-0835 Cell: 717-579-3741

Email: rlaraway1@gmail.com

Business Owners (List All): Robert Laraway

Property Owner(s) Name: Kent Island Station, LLC (Richard China)

Street: 605 Main Street

City: Stevensville State: MD Zip: 21666

SECTION 2: PROJECT FUNDING REQUEST

Project Name/Title: Kent Island Orthodontics

Purpose of Project: To provide low cost but high quality orthodontics to children and adults in and around Queen Anne's County. The ability to offer treatments and fees similar to those direct to consumer mail in orthodontics like "smile direct club" but instead with doctor supervision and high standard of care

Industry Sector: (Check all that apply)

- Advanced Manufacturing
- Agricultural/Seafood (Resource Based Industry)
- Technology (Information, Medical/Life Science, etc.)
- Hospitality/Tourism
- Capital improvements for existing vacant or underutilized space
- Other (Describe): _____

Total funding required for project: \$ 150,000 (As detailed on the Use of Funds).

Total EDIF Request \$ 50,000

Owner/Business: Amt. \$ 50,000

Other Sources of Project Funding:

Source: Clarion Financial (xray unit) Amt. \$ 50,000

Source: _____ Amt. \$ _____

Source: _____ Amt. \$ _____

Is the project required to go through development review? No

Queen Anne's County Economic Development Incentive Fund
Application

If yes, provide application number: _____

Has the project received all required permits, licenses, approvals been received? Detail: Yes

Start Date of Project: 12/1/2020 Est. Completion Date: 3/1/2022

SECTION 3: COMPANY INFORMATION

Form of Ownership: [sole proprietor, partnership, corporation, limited liability corporation (LLC)]

Single-member LLLC

Company History (if applicable): _____

Company Goals and Objectives: To provide low cost but high quality orthodontics to children and adults in and around Queen Anne's County. Become an integral part of the community, giving back to schools and local sports, etc.

SECTION 5: WORKFORCE AND JOB CREATION

Please include in the summary information about the existing and proposed jobs, duties, and salaries/wages. (Note: Only those employees directly employed by the company are considered employees for EDIF purposes).

Current Number of Employees: 1 Full-time 1 Part-time _____ Full-time Equiv.

Seasonal Employment (only for Hospitality/Tourism related projects and companies): N/A

Number of New Positions (over the next three years as a result of the project):

10 Full-time 2 Part-time _____ Full-time Equiv. (only for Hospitality/Tourism)

Type of labor required: (Check all that apply) Skilled Yes Unskilled Yes Professional Yes

Type of basic skills needed for new positions: Will need several orthodontics and x-ray certified technicians as well as an insurance savy treatment coordinator.

Would you like assistance with training? Possibly

Are you interested in Youth Apprenticeship or other apprenticeship programs? Sure!

Please provide information about your employee recruitment program: I previously worked as an associate doctor on the Eastern Shore. Almost all of the employees that I worked with were terminated but were great workers. Many of them have not found stable jobs so I hope to hire them as well as use indeed and word of mouth advertising.

Would you like assistance with recruitment? Yes

SECTION 6: PROPOSED USE AND DEMONSTRATED NEED OF FUNDS

(Explain how project would be impacted without financial assistance from the County. Would the project proceed without the assistance? What is the immediate need/urgency for funding? Is this project leveraging significant private and state investment? Explain - 100 words or less)

Due to difficulty with bank lending during this COVID era, I am opening this practice from personal savings primarily. These funds would enable me to purchase equipment needed to provide a much lower cost clear aligner treatment that no other orthodontist is currently providing in many nearby counties. Without these funds, I would not have the resources to purchase the 3D dental printer/scanner and other supplies/equipment to print directly in the office to save costs of outsourcing and using a product like "invisalign", which adds nearly \$2000 per case. I would like to give that savings back to the patient.

SECTION 7: OVERALL ECONOMIC IMPACT OF PROJECT/BUSINESS

(Provide specific information on how the project will impact the county and/or the regional with respect to job creation and retention; the tax base; impact sales/production; provide opportunity for diversification or new product line; synergies with local businesses; potential for a niche market; adaptive reuse of a building; redevelopment or infill development etc. - 150 words or less)

As a Stevensville resident, my wife and I intend to raise our family and become an intergral part of the community that we fell in love with. Therefore, we both decided to work on Kent Island. Kent Island Orthodontics intends to practice and employ many of Queen Anne's residents through the years of growth. As we become established, we anticipate becoming a recognized name in the community as we fundraise and donate for various school and local events. Many employees at a dental startup last the lifetime of the practice - often upwards of 30 years so it becomes a home for many. We are bringing a new orthodontic treatment modality to the county with 3D printer clear aligners that Robert Laraway has been learning a lot about. It should drive down treatment costs and allow a more diverse population to be abl to afford care. We will be using the old Kent Island Fire Station as our current location with hopes to purchase and reuse another building nearby in the future.

SECTION 8: PROJECT CONSISTENCY WITH COUNTY LAND USE AND ECONOMIC DEVELOPMENT PRIORITIES

(Describe project's consistency with Economic Development Driving Strategies and Strategic Plan; the North County Economic Implications Study; the QAC Comprehensive Plan/Community Plans; is this project within a designated Main Street, Sustainable Community, Priority Funding Area, Enterprise Zone, Opportunity Zone or within the Historic Stevensville A & E District? - 150 words or less).

Kent Island Orthodontics will be located on Main Street in Stevensville that is in a Enterprise Zone. We are located in a repurposed old fire station nearby several public schools, the county library, and downtown Stevensville. Once schools are back to in-person, we expect to offer a "Chaperone" program to have one of our employees walk to the nearby schools to pick up students from school for their appointments then walk them back to school following. This will allow the parents to remain at work and not miss anytime. This will improved the quality of workforce in the area. In addition, we have aspirations to one day purchase a nearby lot of land and construct our very own building and join with Kent Island Pediatric Dentistry to deliver one of a kind care to our patients.

Queen Anne's County Economic Development Incentive Fund
Application

SECTION 9: SIGNATURES AND CERTIFICATION

The applicant has read and received a copy of the EDIF program guidelines and is aware that EDIF Commission has the sole discretion to deny or to modify and/or conditionally approve any project award. All awards are subject to entering into a binding agreement outlining the terms and conditions of the award. Applicant signatures represent an understanding of the conditions of this application, that applicant acknowledges there is no guarantee of approval. The amount recommended by the EDIF Commission is at the discretion of the commission and will be based on a review of the materials submitted by the company, projected economic impact of the project, availability of EDIF monies, and other considerations. Final disbursement of funds is at the discretion of the Board of County Commissioners. The Commissions retain the right to place any conditions upon awards.

The applicant also represents that all statements and information furnished with this application or on supporting documents, is true and correct to the best of his/her knowledge and belief.

All information in this application and in the attached exhibits is true and complete to the best of my knowledge, information, and belief. I agree to pay for the cost of any surveys, title or mortgage examinations, credit reports, lien searches, appraisals, etc., that are necessary for consideration of this application.

I/We hereby authorize the Fund and all participating lenders involved in the financing of this project to freely, and without further authorization and consent, exchange any and all financial information provided in connection with this application and the processing of this financial award request.

The undersigned hereby certifies, under penalty of perjury, that (i) they are authorized to make this application on behalf of the Company, and (ii) that they have the full authority to bind the Company with respect to the matters set forth herein

I/We hereby authorize the Queen Anne's County Economic Development Incentive Fund and the Department of Economic and Tourism Development to use of the names of the principals and/or the name of the business in publicity regarding the Fund, without disclosing any proprietary information.

IN WITNESS THEREOF, the undersigned, being duly authorized to do so, have/has signed this Application.

Business Name: Robert Laraway DDS , LLC DBA Kent Island Orthodontics

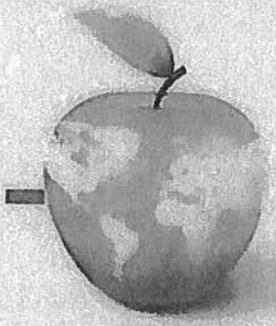
Applicant: Robert Laraway Owner
Signature/Print Name Title

Business Owner(s) Signature (All):

Owner: /Robert Laraway 100
Signature/ Print Name % Ownership

Owner: _____
Signature/Print Name % Ownership

Owner: _____
Signature/Print Name % Ownership



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 19, 2021

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

Dear County Commissioners:

Thank you for your past awards to the Queen Anne's County Safety Net Committee for the purpose of funding Challenge Day for all 7th grade students in Queen Anne's County Public Schools. Challenge Day is an intensive program where students from different backgrounds and social groups are brought together and mindsets are changed. Students realize they are not so different from their peers. Community volunteers, teachers and school staff help to facilitate the program along with Challenge Day facilitators.

Due to the COVID-19 pandemic, the QAC Safety Net Committee was unable to implement Challenge Day in the fall semester as in previous years. After consultation with Challenge Day staff, we understand there is an opportunity to provide all current 7th graders in QACPS a virtual Challenge Day this spring via the Zoom platform. With the hopes of continuing to offer this opportunity to all QACPS 7th grade students, the QAC Safety Net Committee is requesting \$13,000 to fund a virtual Challenge Day during the spring of the 2020-2021 school year. We also invite you to attend the event as a volunteer and to attend our Safety Net Committee meetings to learn more about what this great organization is accomplishing in our schools and community. On behalf of the Safety Net Committee, we thank you for your time and consideration in this matter.

Sincerely,

Linda Austin
Linda Austin
Co-Chair

S. Matthew Evans
S. Matthew Evans
Co-Chair



10

Karen B. Salmon, Ph.D.
State Superintendent of Schools

TO: Local Superintendents of Schools
County Administrators
School Finance Officials

From: Amalie Brandenburg *AEB*
Deputy Superintendent for Finance and Administration

Date: January 10, 2020

Subject: Requests for Nonrecurring Cost Exclusions

Local Governments are required to provide funding to local school systems that meets or exceeds the prior year's highest local appropriation, on a current year per pupil basis. In some cases, local governments may want to make additional, one-time investments in the local school system. Sections 5-202(3)(i)(1) and 5-202(6) of the Education Article provide for the exclusion of qualifying non-recurring costs from the highest local appropriation to the school operating budget.

Local governments identify non-recurring cost items, confer with local school systems, and submit the signed non-recurring cost exclusion request to the Maryland State Department of Education (MSDE). Fiscal Year 2021 requests are due to MSDE on or before March 31, 2020. MSDE will review requests based on the requirements of COMAR 13A.02.05.00 and provide decisions to local governments and local school systems by May 1, 2020.

For Fiscal Year 2021, the form (in excel) is attached and provides drop down menus to select the allowable categories and associated object/type of non-recurring cost exclusions. A description is required for each cost item, and should clearly indicate why the cost qualifies as non-recurring. Lack of detail can impact the final decision as well as the timing of the response. The county government and the school board should confer about each item.

The local government completes and signs the form, and provides it to the local school system, which completes and signs the form, and returns it to the local government. The local government submits the completed, signed request to MSDE. Each entity should retain a copy of the signed form.

An electronic version of the form will be provided via e-mail. Please contact Donna Gunning at donna.gunning@maryland.gov or 410-767-0757, or Samuel Pandian at Samueldurai.pandian@maryland.gov or 410-767-0272 with any questions or concerns.

AEB:dg

Attachment



||

Karen B. Salmon, Ph.D.
State Superintendent of Schools

TO: Local Superintendents of Schools
County Administrators
School Finance Officials

FROM: Amalie Brandenburg *AEB*
Deputy Superintendent for the Office of Finance

DATE: January 8, 2021

SUBJECT: Requests for Non-recurring Cost Exclusions

Local Governments are required to provide funding to local school systems that meets or exceeds the prior year's highest local appropriation, on a current year per pupil basis. In some cases, local governments may want to make additional, one-time investments in the local school system. Sections 5-202(3)(i)(1) and 5-202(6) of the Education Article provide for the exclusion of qualifying non-recurring costs from the highest local appropriation to the school operating budget.

Local governments identify non-recurring cost items, confer with local school systems, and submit the signed non-recurring cost exclusion request to MSDE. Fiscal Year 2022 requests are due to MSDE on or before March 31, 2021. MSDE will review requests based on the requirements of COMAR 13A.02.05.00 and provide decisions to local governments and local school systems by May 1, 2021.

For Fiscal Year 2022, the form (in excel) is attached and provides drop down menus to select the allowable categories and associated object/type of non-recurring cost exclusion. A description is required for each cost item, and should clearly indicate why the cost qualifies as non-recurring. Lack of detail can impact the final decision as well as the timing of the response. The county government and the school board should confer about each item.

The local government completes and signs the form, and provides it to the local school system, which completes and signs the form, and returns it to the local government. The local government submits the completed, signed request to MSDE. Each entity should retain a copy of the signed form.

An electronic version of the form will be provided via e-mail. Please contact Donna Gunning at donna.gunning@maryland.gov or 410-767-0757, or Samuel Pandian at Samueldurai.pandian@maryland.gov or 410-767-0272 with any questions or concerns.

AEB:dg
Attachment

CC-32

3/16/2021

QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY 2021

Description of expenditure/revenue accounts to increase/(decrease)	Fund	Account Code	Project	Increase (Decrease) Amount
To establish budget authority to transfer in from Gen Fund and Ag Transfer Fund Balance				
increase Ag Transfer Transfer in from Gen Fund	800	800000 39910		\$ 250,577
increase Ag Transfer Prior Year Fund Balance	800	800000 39920		\$ 49,423
Total Revenue				\$ 300,000
increase Ag Transfer Other Charges	800	800000 8995		\$ 300,000
Total Expenditure				\$ 300,000
To establish budget authority for the transfer out of the Gen Fund				
increase Gen Fund Income Taxes	100	199000 30201		241,053
increase Gen Fund FY21 Pr Year Fund Balance	100	199000 39920		9,524
Total Revenue				250,577
increase Gen Fund Transfer Out	100	180000 8990		250,577
Total Expenditure				250,577

Justification:

On February 9, the County Commissioners approved a commitment of \$300,000 towards the Agricultural Land Preservation Matching Funds Program. The funds will be derived from the Agricultural Transfer Tax Fund (\$49,423), and also from the General Fund (\$250,577).

The second section of the amendment provides budget authority in the General Fund to transfer \$250,577 to the Ag Transfer Tax fund. This is being balanced by increasing the income tax revenue budget and also using prior year fund balance of \$9,524 which represents the property tax collected in FY20 for the solar generators.

NH
3/16/21

Requester printed Department: Brittany Moran, Finance

Requester signature & date: Brittany Moran 3/16/21

Finance Director signature & date: [Signature] 3-17

Approval & date: _____

Entered By _____

QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY2021

Description of revenue/expenditure accounts to increase:				Fund	Account Code	Increase (Decrease) Amount
Sudlersville Wastewater						
Increase	Sanitary - Sudlersville WW Treatment	Regular Salaries	206	206210 4003	28,650	
Increase	Sanitary - Sudlersville WW Treatment	Social Security	206	206210 7100	2,105	
Increase	Sanitary - Sudlersville WW Treatment	Health Insurance	206	206210 7200	3,800	
Increase	Sanitary - Sudlersville WW Treatment	Pension	206	206210 7300	2,000	
Increase	Sanitary - Sudlersville WW Treatment	Workmen's Compensation	206	206210 7400	1,600	
Increase	Sanitary - Sudlersville WW Treatment	Life Insurance	206	206210 7600	45	
Increase	Sanitary - Sudlersville WW Treatment	Supplies - chemicals	206	206210 6700	10,000	
Increase	Sanitary - Sudlersville WW Treatment	Contracted services - Other	206	206210 5995	1,800	
Total Expenditures					50,000	
Increase	Sanitary - Sudlersville WW Treatment	Misc Revenue	206	206000 39090	50,000	
Sudlersville Water						
Increase	Sanitary - Sudlersville Water Treatment	Regular Salaries	216	216200 4003	9,000	
Increase	Sanitary - Sudlersville Water Treatment	Social Security	216	216200 7100	640	
Increase	Sanitary - Sudlersville Water Treatment	Health Insurance	216	216200 7200	1,205	
Increase	Sanitary - Sudlersville Water Treatment	Pension	216	216200 7300	630	
Increase	Sanitary - Sudlersville Water Treatment	Workmen's Compensation	216	216200 7400	500	
Increase	Sanitary - Sudlersville Water Treatment	Life Insurance	216	216200 7600	25	
Increase	Sanitary - Sudlersville Water Treatment	Supplies - chemicals	216	216200 6700	2,900	
Increase	Sanitary - Sudlersville Water Treatment	Contracted services - Other	216	216200 5995	1,100	
Total Expenditures					16,000	
Increase	Sanitary - Sudlersville Water Treatment	Misc Revenue	216	216000 39090	16,000	

Justification:

On February 23, 2021, the County Commissioners approved the Sudlersville Water and Wastewater agreements which were developed to allow the County to operate the Town Of Sudlersville's public utilities. The Town of Sudlersville will reimburse the County for the expenses. This amendment establishes budget authority for the Sudlersville Water and Wastewater expenses and offsetting revenue, per the agreements. The current estimate of costs for the Wastewater utility is \$12,500 per month and \$4,000 for the water utility. This budget amendment establishes budget authority for four months of services (March - June) for fiscal 2021. No County funds are requested.

Requester printed Department: Nichole Hepfer for Sanitary

Requester signature & date: Nichole Hepfer 3/16/21

Finance Director signature & date: [Signature] 3-17

Approval & date: _____

CC-34

Date 3/15/2021

Entered By _____

QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY2021

Description of expenditure/revenue accounts to			Fund	Account Code		Increase (Decrease) Amount
Increase	BRIDGE Fund	Transfer Out	596	596010	8990	\$ 85,680
Increase	BRIDGE Fund	Pr Yr Fund Balance	596	596010	39920	\$ 85,680
Increase	Economic Dev Incentive Fund	Transfer in	595	595010	39910	\$ 85,680
Increase	Economic Dev Incentive Fund	Other Charges	595	595010	8995	\$ 85,680

Justification:

This amendment will establish budget authority to transfer \$85,680 from the Bridge Fund to the Economic Development Incentive Fund.

After this budget amendment is approved, the BRIDGE Fund will have a \$0 balance and therefore will be closed.

No County funds are requested.

NY
3/16/21

Requester printed Department: Brittany Moran, Finance

Requester signature & date: [Signature] 3/15/21

Finance Director Approval & date: [Signature] 3-17

County Administrator Approval & date: _____

QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY2021

Description of expenditure/revenue accounts to increase/(decrease):	Fund	Account Code	Increase (Decrease) Amount
Increase Animal Services Medical Services	100	124500 5030	\$ 17,125
Increase Animal Services Medical Supplies	100	124500 6510	\$ 17,125
Decrease Aid to Agencies Local Allocation	100	165040 8820	\$ (34,250)
Net change for Animal Services			\$ -
Increase Aid to Agencies Local Allocation	100	165040 8820	\$ 25,000
Increase in Expenditures			\$ 25,000
Increase General Fund Income Tax	100	199000 30201	\$ 25,000
Increase in Revenues			\$ 25,000

Justification:

The first part of the amendment is to move budget authority to the Animal Services department from Aid to Agencies. This funding was approved to be allocated to Animal Services as part of the Outside Agency FY21 budget process, in the amount of \$34,250.

The second part of the amendment is to add budget authority to Local Allocation expense in the amount of \$25,000. After the transfer to Animal Services above, this account would be over budget. This is due to the grant that was awarded to Shine Like Stars Preschool, in the amount of \$25,000. This grant was not budgeted in the FY21 approved budget.

MM
3/17/21

Requester printed Department: Brittany Moran, Finance

Requester signature & date: *[Signature]* 3/16/21

Finance Director signature & date: *[Signature]* 3-17

Approval & date: _____

QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY2021

Table with 4 columns: Description of expenditure/revenue accounts to increase/(decrease), Fund, Project Only Account Code, Increase (Decrease) Amount. Rows include Davidson Property and Terrapin Park Trail Head sections.

Justification:

This amendment will decrease budget authority in the amount of \$460,000 in the Davidson Property project. The current budgeted revenue for State Grant funding is to be allocated toward Terrapin Park Trail Head, also in the amount of \$460,000. Therefore, the budgeted revenue and expenditures will be decreased for the Davidson Property project and increased revenue and expenditures for the Terrapin Park Trail Head project.

Handwritten initials and date: NY 3/17/21

Requester printed Department: Britany Moran, Finance
Requester signature & date: [Signature] 3/14/21
Finance Director signature & date: [Signature] 3-17
Approval & date: _____



Queen Anne's Soil Conservation District

17

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

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

ACTION ITEM

TO: County Commissioners
County Administrator – Todd Mohn

FROM: Donna K. Landis-Smith 
Soil Conservation Aide

DATE: March 23, 2021

RE: Lands End Rural Legacy Area Expansion

**PROPOSED EXPANSION OF THE
LANDS END RURAL LEGACY (RL) AREA**

Background -

The Lands End RL Area is located outside of Chestertown, Church Hill and Crumpton. It was created in 2000 and encompasses 11,691 acres of which 8,113 acres have been permanently preserved (69%).

The requested expanded Lands End Rural Legacy Area, pending approval, will total approximately 12,283 acres of land within the north western portion of Queen Anne's County. To date, not including, current applications, 4,551 acres (37%) have been permanently been protected through various preservation programs. Maryland Agricultural Land Preservation Foundation (MALPF), Maryland Environmental Trust (MET), Deed Restricted Open Space (DROS), Non-Contiguous Development Rights (NCD) and private land trusts are some of the preservation tools utilized.

Pending approval and funding of applications submitted in 2021, the percentage of protected lands will increase to 47% or 5,834 acres. If the current rate of preservation and available funding continues, by 2023, Queen Anne's County will protect an additional 400 ± acres or 51% of land within the proposed expanded Lands End Rural Legacy Area.

**MOTION: I MAKE A MOTION TO APPROVE THE EXPANSION OF 308 ACRES TO
THE EXISTING LANDS END RURAL LEGACY AREA**

*All SCD programs and services are offered on a nondiscriminatory basis,
without regard to race, color, national origin, religion, sex, age, marital status or handicap.*

CONSERVATION • DEVELOPMENT • SELF-GOVERNMENT



Queen Anne's County

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY

The Liberty Building
107 North Liberty Street
Centreville, MD 21617

e-mail: QACCommissioners&Administrator@qac.org

County Administrator: Todd Mohn
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
- Phil L. Dumenil, District 3
- Christopher M. Corchiarino, District 4

March 23, 2021

Land Acquisition and Planning - Rural Legacy Program
Tawes State Office Building D-4
580 Taylor Ave.
Annapolis, MD 21401

Ms. Tucker:

After review of the proposed expansion of the Lands End Rural Legacy (RL) Area, the Queen Anne's County Board of County Commissioners finds the Lands End RL Area is a vital part of the Queen Anne's County's effort to preserve its finest agricultural, natural and environmental resources. Continued efforts by the County and State are imperative to succeed in further preserving valuable land.

The Queen Anne's Board of County Commissioners gives their support of expanding the Lands End Rural Legacy Area.

Sincerely,

QUEEN ANNE'S COUNTY BOARD OF COUNTY COMMISSIONERS

Christopher M. Corchiarino

Phil L. Dumenil

Jack N. Wilson Jr

James J. Moran

Stephen Wilson

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LANDS END
RURAL LEGACY AREA
EXPANSION



Grant Application
2021

Cover Sheet Rural Legacy Application

Please complete this Cover Sheet and submit it with all Attachments.

Rural Legacy Area Name: Lands End	
Name of Sponsor: Queen Anne's County	
County or Counties Where Eligible Properties Located: Queen Anne's	
Name of Sponsor's Lead Contact: Donna K. Landis-Smith	
Contact's Title: Soil Conservation Aide	
Daytime Phone Number: 443-988-4178	Fax #: 410-758-3820
E-Mail Address: donna.landissmith@md.nacdnet.net	
Address: 211 E Water Street, Centreville, MD 21617	

As authorized representative of the above referenced Sponsoring organization, I hereby certify that the information in this application is accurate and complete to the best of my knowledge.

Signature: <i>Donna K Landis-Smith</i>	Date: <i>3/8/2024</i>
--	-----------------------

RURAL LEGACY PROGRAM – FISCAL YEAR 22

**RENEWAL AND AREA EXPANSION
GRANT APPLICATION**

SECTION I: RLA Statistical Information

1. What is the total acreage of the existing Rural Legacy Area (RLA)? 11,975
2. With this Application, is a RLA boundary expansion being requested? Yes (Yes or No)

If so, how many additional acres are in the expansion area? 308

What is the total acreage of the proposed RLA with expansion? 12,283

Please describe in detail the adjustments to the boundaries of the approved RLA.

Three properties to be added to the existing RL area are directly adjacent to the existing boundary. All three tracts are owned by the same LLC, in addition the LLC has one of their properties on the waiting list for funding.

3. i. How much of the acreage within the existing RLA (in acres), is:
- a. Unprotected land 6,574
 - b. Protected land (all sources) 4,551 (94.66 pending settlement) (*Through permanent conservation programs – MALPF, MET, CREP Permanent easements, County conservation easements, etc.*)
 - c. Developed land 850 ±
- *please note these three categories are EXCLUSIVE of each other and should add up to the total acres in the RLA. There should be no overlap between a. b. and c.*

- ii. Expansion Only - If an expansion is proposed, how much of the acreage within the entire (existing plus proposed expansion) RLA (in acres), is:

- a. Unprotected land 6,882
- b. Protected land (all sources) 4551 (94.66 pending settlement) (*Through permanent conservation programs – MALPF, MET, CREP Permanent easements, County conservation easements, etc.*)
- c. Developed land 850

**please note these three categories are EXCLUSIVE of each other and should add up to the total acres in the RLA. There should be no overlap between a. b. and c.*

4. How many acres do you propose to protect with the funds requested in this Application?

579.5

5. What is the projected total cost per acre for land acquisition proposed in this Application? (Include land and transactional costs, i.e. administrative, indirect and compliance costs.)

Easement \$4,516

Fee Simple _____

6. What is the total amount of Rural Legacy Program (RLP) grant funds being requested in this Application? \$2,617,127
7. How many acres, including the acres proposed in this Application, do you plan to protect with RLP funds over the next 10 years of the Program? 1,888 ±
8. Estimate the amount of additional RLP funds that will be needed to preserve the RLA goal acreages (based on current easement prices and the acreages currently preserved in the RLA). \$7,806,880 ±

SECTION II: Leveraging RLP Funds

1. Describe ways the Sponsor utilized their own funds in the past 12 months to permanently conserve land in the RLA. (such as not seeking reimbursement for administrative, program compliance, or incidental costs) Queen Anne's County has not requested administrative funds and program compliance fees. In addition the County has paid for multiple incidental costs such as title fees and legal fees.
2. Detail all funding sources/conservation programs that were utilized in the past 12 months to permanently conserve land in the RLA (ex: REPI/ACUB, MALPF, MET, County, Federal, Private, Installment Purchase Programs, etc. If unsure, consider contacting the local County MALPF Administrator or other County staff to obtain number of easements and acreages preserved through all programs, including County open space acreage preserved.). Queen Anne's County has participated in the MALPF matching funds program. This past year the County committed \$958,919 towards easement acquisition.

SECTION III: Bonus Points

1. What was the average width of riparian buffers for RLA properties acquired in the past 12 months? The average width is 100'
2. Describe any form of public access that has been permitted on properties during the past 12 months, i.e., hunting, educational school trips, trail access? Properties have allowed hunting and fishing on their respective properties.
3. Describe any social benefits that resulted because of RLA properties preserved during the past 12 months, i.e., support for local food supply, farm-to-schools, benefits to underserved communities, innovative partnerships, linking children to nature? The large contiguous

blocks of lands preserved within the Lands End area has protected the direct waterfront viewshed along with direct adjacency to the Pecometh children's church camp.

4. Describe any enhanced best management practices included in RLA easements during the past 12 months (these would be in addition to the standard practices such as impervious surface limitation of 2%; CAFO restriction; 100 foot stream buffers; Soil Conservation and Water Quality Plan; and Forest Stewardship Plan/compliance with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*) All properties enrolled in Rural Legacy easements are required to have a current Soil and Water Conservation Plan, Nutrient Management Plan, forestry plan (if required) and all building permits and logging permits are reviewed by the RL administrator.

SECTION IV: Special Circumstances

Describe any unique circumstances or specific projects that should be considered for potential RLP funding. Please limit your response (if any) to one (1) page.

SECTION V: Multiple County Priority Designation

For Sponsors of more than one RLA in the same County, please submit a letter of RLA funding preference.

SECTION VI: Proposed Property Acquisitions

Complete the Proposed Acquisition List Form for the top ten (10) proposed acquisitions in the RLA for Fiscal Year 2022 funding (submit Form with Application).

SECTION VII: FOR EXPANSION REQUESTS ONLY

Submit digital geographic information (GIS data) for the boundary of the RLA. This should be transmitted electronically by email or other type of online file transfer service (*Dropbox, WeTransfer, Box, etc.*) to the Rural Legacy Program as an ArcView shapefile in state plane 83 meters projection. This information must be submitted simultaneously with the Application (it can be as a separate email but should immediately follow the initial email with this Application) or the Application will be considered incomplete.

SECTION VIII: Annual Report

If the Annual Report for the calendar year that just ended (January – December) has not already been submitted it MUST be included with this Application.

SECTION IX: Stewardship

All monitoring reports that were due in the prior calendar year (January – December) that have not yet been submitted are now DUE and MUST accompany submission of this Application.

Please submit an electronic copy (in Word or PDF format) of the Application and all Attachments.

SUBMIT COMPLETED RURAL LEGACY PROGRAM GRANT APPLICATIONS TO:

**Rural Legacy Program
Land Acquisition and Planning Unit
Tom McCarthy, Conservation Easement Supervisor
Tom.mccarthy@maryland.gov**

***Fiscal Year 22 Grant Application submission deadline): Second Tuesday in February by 5:00 p.m.
(*unless otherwise given specific permission)***

DESCRIPTION OF EXPANDED LANDS END RURAL LEGACY AREA

ATTACHMENT A

Queen Anne's County Perspective

The requested expanded Lands End Rural Legacy Area, pending approval, will total approximately 12,283 acres of land within the north western portion of Queen Anne's County. To date, not including, current applications, 4,551 acres (37%) have been permanently been protected through various preservation programs. Maryland Agricultural Land Preservation Foundation (MALPF), Maryland Environmental Trust (MET), Deed Restricted Open Space (DROS), Non-Contiguous Development Rights (NCD) and private land trusts are some of the preservation tools utilized.

Pending approval and funding of applications submitted in 2021, the percentage of protected lands will increase to 47% or 5,834 acres. If the current rate of preservation and available funding continues, by 2023, Queen Anne's County will protect an additional 400 ± acres or 51% of land within the proposed expanded Lands End Rural Legacy Area.

Lands End overview

While the preserved lands within the original Lands End area were fragmented, in the past 15 years acquired easements have created a very large contiguous block of preserved lands. Incorporating the expanded area in 2011 and now the proposed expansion the RL area would total 12,283 acres. The expansion provides additional connectivity to MALPF protected lands, additional adjacency to the Foreman Branch RL area and provides a greenbelt for the Town of Church Hill.

The natural resource attributes of the proposed expansion of the Lands End Rural Legacy Area includes prime agricultural lands, environmentally and ecological sensitive areas, woodlands, threatened and endangered species, historical structures, non-tidal wetlands and restoration efforts of the Chester and Corsica River watershed.

If approved and funded, this expansion application would bring the total preserved lands to approximately 6,500 acres or 53% of the total expanded area. This acreage represents an important part of the natural resources and waterfront preservation within the Lands End area that will be permanently protected along with conservation efforts to restore the quality of the Chester and Corsica Rivers and ultimately the Chesapeake Bay.

State of Maryland Department of Natural Resources
Rural Legacy Program Application

Proposed Acquisitions – Fiscal Year 22

Rural Legacy Area Name

Lands End

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits (Y or N)
					Tax Map	Account ID #	Grid	Parcel	Lot				
1	Gus Pappas	Lands End Road Centreville, MD 21617	\$792,360	170.8	15	03-029964	24	5		E	75'	N	Y
2	Clovelly LLC	301 Clovelly Lane Chestertown, MD 21620	\$1,824,767	408.7	16	02-005905	2	1		E	50'	N	Y
3	Ripley Family Farm LLC	320 Ripley Lane Church Hill, MD 21623	\$857,961	196.32	16	02-000865	12	11		E	0	N	Y
4	John Willock Trustee, Jill Caron, ETAL	304 Spring Hill Farm Circle Chestertown, MD 21620	\$1,570,142	282.26	16	02-014211	8	16		E	35'	N	Y
5	John Willock Trustee, Jill Caron, ETAL	Spring Hill Farm Circle Chestertown, MD 21620	\$954,980	225.678	16	02-014203	9	5		E	50'	N	Y

Listing Area

Lands End Rural Legacy Area

Legend

Lands End RLA Boundary

Acquisition Priorities

Priority 1

Pending Settlement

Conservation Lands

County Park

Open Space - Deed Restricted

Non Contiguous Development

TDR Sending Areas

MALPF Easement

MET Easement

Rural Legacy Easement

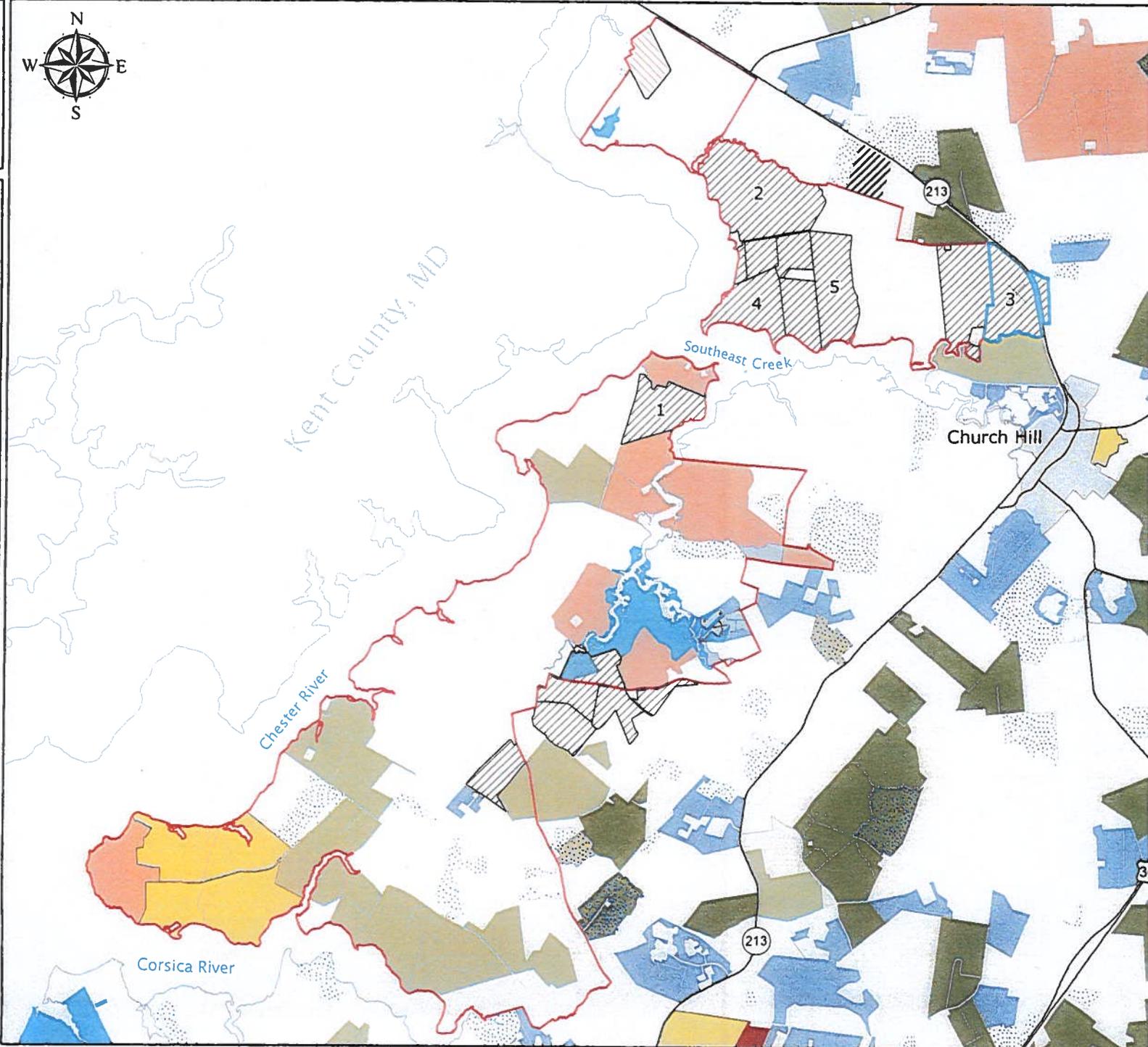
CREP Easement

Private Conservation

Incorporated Town

RLA - Rural Legacy Area
 TDR - Transfer of Development Rights
 MET - Maryland Environmental Trust
 MALPF - Maryland Agricultural Land Preservation Foundation
 CREP - Conservation Reserve Enhancement Program

fileNo: Lands_End_Priority0J0821_CONSD1-8 1x11



Lands End Rural Legacy Area



Legend

Lands End RLA Boundary

Acquisition Priorities

Priority 1

Pending Settlement

Conservation Lands

County Park

Open Space - Deed Restricted

Non Contiguous Development

TDR Sending Areas

MALPF Easement

MET Easement

Rural Legacy Easement

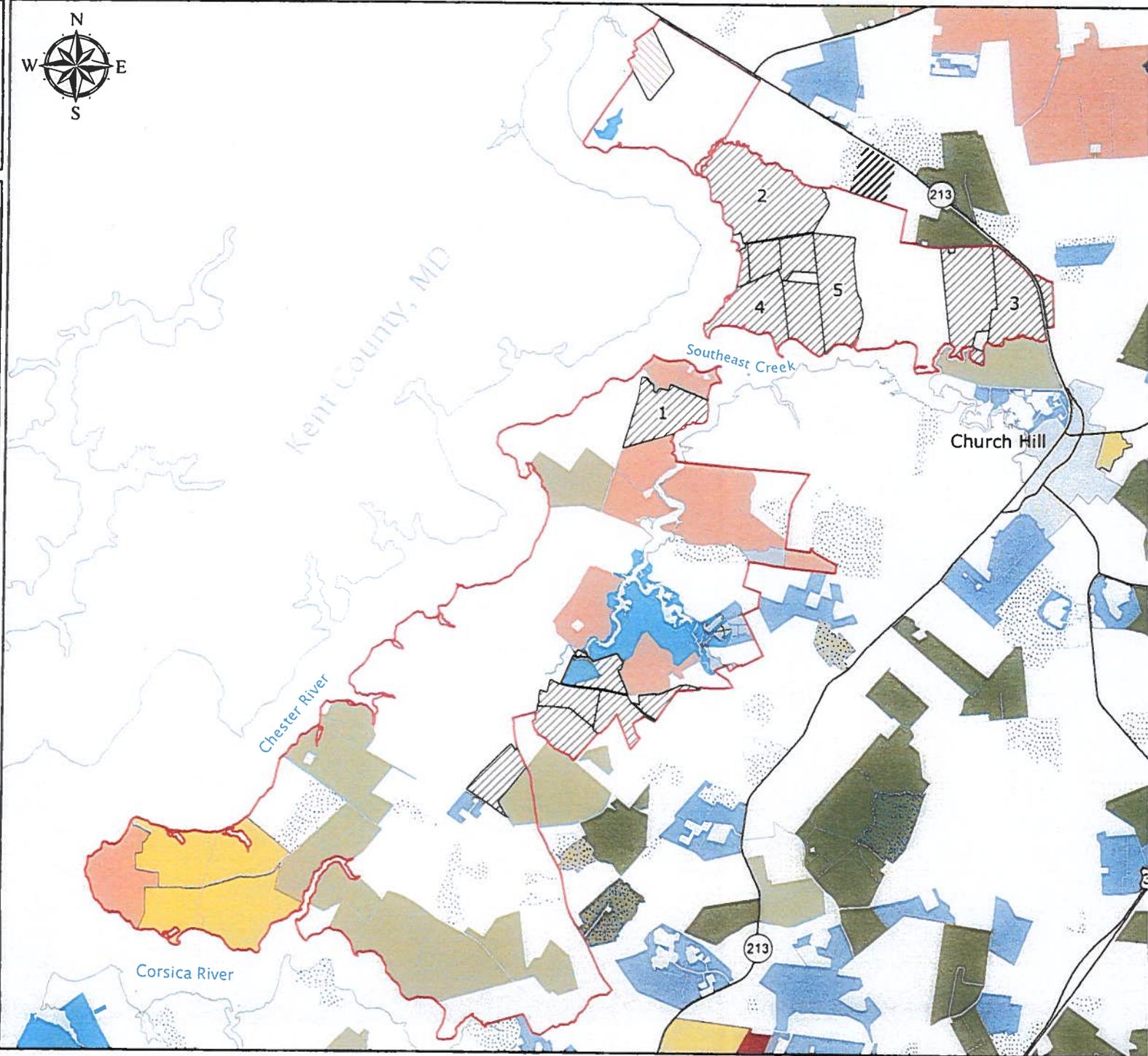
CREP Easement

Private Conservation

Incorporated Town

RLA - Rural Legacy Area
 TDR - Transfer of Development Rights
 MET - Maryland Environmental Trust
 MALPF - Maryland Agricultural Land Preservation Foundation
 CREP - Conservation Reserve Enhancement Program

fileNo: Lands_End_Priority-030821-CONS01-8.5x11





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

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

ACTION ITEM

TO: County Commissioners
County Administrator – Todd Mohn

FROM: Donna K. Landis-Smith 
Soil Conservation Aide

DATE: March 23, 2021

RE: Rural Legacy - Priority area

Queen Anne's County has two existing Rural Legacy (RL) Area, Lands End and Foreman Branch. When applying for grant funding for preservation in both RL areas, the Maryland Department of Natural Resources requests that a priority be given for one of the two areas.

In 2020 the County Commissioners designated the Foreman Branch RL area as priority over Lands End.

Please choose which area will be priority for funding in FY22.

I MAKE A MOTION TO CHOSE THE LANDS END RURAL LEGACY AREA AS PRIORITY FOR FY22 FUNDING.



Queen Anne's County

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY

The Liberty Building
107 North Liberty Street
Centreville, MD 21617

e-mail: QACCommissioners&Administrator@qac.org

County Administrator: Todd Mohn
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
Phil L. Dumenil, District 3
Christopher M. Corchiarino, District 4

March 23, 2021

Attachment A:

Land Acquisition and Planning MD DNR
Tawes State Office Building (E-4)
580 Taylor Ave.
Annapolis, MD 21401

Dear Ms. Tucker:

After reviewing both Rural Legacy applications, we find that the Lands End Rural Legacy Area will be Queen Anne's County first priority in this easement cycle.

The Foreman Branch Rural Legacy application while equally worthy of preservation will be the County's second priority.

Sincerely,

QUEEN ANNE'S COUNTY BOARD OF COUNTY COMMISSIONERS

Christopher M. Corchiarino

Phil L. Dumenil

James J. Moran

Jack N. Wilson Jr.

Stephen Wilson

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FOREMAN BRANCH
RURAL LEGACY AREA



Grant Application
2021

Cover Sheet Rural Legacy Application

Please complete this Cover Sheet and submit it with all Attachments.

Rural Legacy Area Name: Foreman Branch	
Name of Sponsor: Queen Anne's County	
County or Counties Where Eligible Properties Located: Queen Anne's	
Name of Sponsor's Lead Contact: Donna K. Landis-Smith	
Contact's Title: Soil Conservation Aide	
Daytime Phone Number: 443-988-4178	Fax #: 410-758-3820
E-Mail Address: donna.landissmith@md.nacdnet.net	
Address: 211 E Water Street, Centreville, MD 21617	

As authorized representative of the above referenced Sponsoring organization, I hereby certify that the information in this application is accurate and complete to the best of my knowledge.

Signature:

Donna K Landis-Smith

Date: 3/8/2021

RURAL LEGACY PROGRAM – FISCAL YEAR 22

**RENEWAL AND AREA EXPANSION
GRANT APPLICATION**

SECTION I: RLA Statistical Information

1. What is the total acreage of the existing Rural Legacy Area (RLA)? 13,255
2. With this Application, is a RLA boundary expansion being requested? No (Yes or No)

If so, how many additional acres are in the expansion area? _____

What is the total acreage of the proposed RLA with expansion? _____

Please describe in detail the adjustments to the boundaries of the approved RLA.

3. i. How much of the acreage within the existing RLA (in acres), is:

- a. Unprotected land 3,167
- b. Protected land (all sources) 9,615 (155.167 acres pending settlement)
*(Through permanent conservation programs – MALPF, MET, CREP
Permanent easements, County conservation easements, etc.)*
- c. Developed land 473

**please note these three categories are EXCLUSIVE of each other and should add up to the total acres in the RLA. There should be no overlap between a. b. and c.*

- ii. Expansion Only - If an expansion is proposed, how much of the acreage within the entire (existing plus proposed expansion) RLA (in acres), is:

- a. Unprotected land _____
- b. Protected land (all sources) _____ *(Through permanent conservation programs – MALPF, MET, CREP Permanent easements, County conservation easements, etc.)*
- c. Developed land _____

**please note these three categories are EXCLUSIVE of each other and should add up to the total acres in the RLA. There should be no overlap between a. b. and c.*

4. How many acres do you propose to protect with the funds requested in this Application?

301

5. What is the projected total cost per acre for land acquisition proposed in this Application? (Include land and transactional costs, i.e. administrative, indirect and compliance costs.)

Easement \$4,331

Fee Simple _____

6. What is the total amount of Rural Legacy Program (RLP) grant funds being requested in this Application? \$1,303,664
7. How many acres, including the acres proposed in this Application, do you plan to protect with RLP funds over the next 10 years of the Program? 1,112
8. Estimate the amount of additional RLP funds that will be needed to preserve the RLA goal acreages (based on current easement prices and the acreages currently preserved in the RLA). \$4,515,855

SECTION II: Leveraging RLP Funds

1. Describe ways the Sponsor utilized their own funds in the past 12 months to permanently conserve land in the RLA. (such as not seeking reimbursement for administrative, program compliance, or incidental costs) Queen Anne's County has not requested administrative funds and program compliance fees. In addition, the County has paid for multiple incidental costs such as title fees and legal fees.
2. Detail all funding sources/conservation programs that were utilized in the past 12 months to permanently conserve land in the RLA (ex: REPI/ACUB, MALPF, MET, County, Federal, Private, Installment Purchase Programs, etc. If unsure, consider contacting the local County MALPF Administrator or other County staff to obtain number of easements and acreages preserved through all programs, including County open space acreage preserved.). Queen Anne's County has participated in the MALPF matching funds program. This past year the County committed \$958,919 towards easement acquisition.

SECTION III: Bonus Points

1. What was the average width of riparian buffers for RLA properties acquired in the past 12 months? 100'
2. Describe any form of public access that has been permitted on properties during the past 12 months, i.e., hunting, educational school trips, trail access? Properties have allowed hunting and fishing on their respective properties.
3. Describe any social benefits that resulted because of RLA properties preserved during the past 12 months, i.e., support for local food supply, farm-to-schools, benefits to underserved communities, innovative partnerships, linking children to nature?
4. Describe any enhanced best management practices included in RLA easements during the past 12 months (these would be in addition to the standard practices such as impervious surface limitation of 2%; CAFO restriction; 100 foot stream buffers; Soil Conservation and

Water Quality Plan; and Forest Stewardship Plan/compliance with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*) All properties enrolled in Rural Legacy easements are required to have a current Soil and Water Conservation Plan, Nutrient Management Plan, forestry plan (if required) and all building permits and logging permits are reviewed by the RL administrator.

SECTION IV: Special Circumstances

Describe any unique circumstances or specific projects that should be considered for potential RLP funding. Please limit your response (if any) to one (1) page.

SECTION V: Multiple County Priority Designation

For Sponsors of more than one RLA in the same County, please submit a letter of RLA funding preference.

SECTION VI: Proposed Property Acquisitions

Complete the Proposed Acquisition List Form for the top ten (10) proposed acquisitions in the RLA for Fiscal Year 22 funding (submit Form with Application).

SECTION VII: FOR EXPANSION REQUESTS ONLY

Submit digital geographic information (GIS data) for the boundary of the RLA. This should be transmitted electronically by email or other type of online file transfer service (*Dropbox, WeTransfer, Box, etc.*) to the Rural Legacy Program as an ArcView shapefile in state plane 83 meters projection. This information must be submitted simultaneously with the Application (it can be as a separate email but should immediately follow the initial email with this Application) or the Application will be considered incomplete.

SECTION VIII: Annual Report

If the Annual Report for the calendar year that just ended (January – December) has not already been submitted it MUST be included with this Application.

SECTION IX: Stewardship

All monitoring reports that were due in the prior calendar year (January – December) that have not yet been submitted are now DUE and MUST accompany submission of this Application.

Please submit an electronic copy (in Word or PDF format) of the Application and all Attachments.

SUBMIT COMPLETED RURAL LEGACY PROGRAM GRANT APPLICATIONS TO:

**Rural Legacy Program
Land Acquisition and Planning Unit
Tom McCarthy, Conservation Easement Supervisor**

Tom.mccarthy@maryland.gov

***Fiscal Year 22 Grant Application submission deadline): Second Tuesday in February by 5:00 p.m.
(*unless otherwise given specific permission)***

State of Maryland Department of Natural Resources
Rural Legacy Program Application

Proposed Acquisitions – Fiscal Year 22

Rural Legacy Area Name Foreman Branch

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits (Y or N)
					Tax Map	Account ID #	Grid	Parcel	Lot				
1	Bluestem Farms LLC	2405 McGinnes Road Chestertown, MD 21620	\$1,033,813	233.649	5	07-005970	17	12		E	100'	N	Y
2	Bernard David and William B. Davis	1621 Bowers Road Chestertown, MD 21620	\$269,851	67.0	5	07-005172	21	30		E	N/A	N	Y
3	Leverage Farm LLC	Union Church Road Church Hill, MD 21623	\$704,406	173.72	10	07-006209	18	6		E	N/A	N	Y
4	Steve Martin and Edward Lockwood	McGinnes Road, Chestertown, MD 21620	\$93,934	20.5	5	07-009577	16	51		E	N/A	N	Y
5	Robert Arnold	219 Double Creek Road Chestertown, MD 21620	\$407,125	101.5	5	07-009372	7	5		E	150'	N	Y

Foreman Branch Rural Legacy Area

Legend

 Foreman Branch RLA Boundary

Acquisition Priorities

 Priority 1

 Pending Settlement

Conservation Lands

 Rural Legacy Easement

 County Park

 MALPF Easement

 Open Space - Non Contiguous

 Open Space - Deed Restricted

 TDR Sending Areas

 MET Easement

 Private Conservation

RLA - Rural Legacy Area

TDR - Transfer of Development Rights

MET - Maryland Environmental Trust

MALPF - Maryland Agricultural Land Preservation Foundation

fileNo: Foreman_Branch_Priority-010821-CONS02-8 5x11

