



Town of Emmitsburg

Mayor Donald N. Briggs

Board of Commissioners,
Clifford Sweeney, *President*
Timothy O'Donnell, *V.P. & Treasurer*
Joseph Ritz III
Frank Davis
T.J. Burns

Town Manager
Cathy Willets

Town Clerk
Madeline Shaw

TOWN MEETING AGENDA **November 4, 2019 – 7:30 p.m.**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. FUTURE MEETINGS

Parks and Recreation Committee Meeting: Tuesday, November 19, 2019 at 7:30 p.m. (Town Office)

Planning Commission Meeting: Monday, November 25, 2019 at 7:30 p.m. (Town Office)

Town Tree Lighting Ceremony: Monday, December 2, 2019 at 6:00 p.m. (Emmitsburg Community Center)

Town Council Meeting: Tuesday, December 3, 2019 at 7:30 p.m. (Town Office)

4. MEETING ITEMS

A. APPROVE MINUTES: OCTOBER 7, 2019

B. POLICE REPORT

C. TOWN MANAGER'S REPORT

D. TOWN PLANNER'S REPORT

E. COMMISSIONER COMMENTS

F. MAYOR'S COMMENTS

G. PUBLIC COMMENTS

H. ADMINISTRATIVE BUSINESS (DETAILS ATTACHED)

I. Introduction of New Town Attorney - Leslie Powell.

II. ~~Solar Community Array Presentation by First Energy~~ (*postponed*)

III. Proclamation for Municipal Government Works Month November 2019 for Consideration.

IV. ~~Discussion of the Timing/Cycle of the Traffic Lights at the intersection of Seton Avenue / Main Street~~ (*removed at Commissioner Ritz III's request*)

I. CONSENT AGENDA: ONE APPOINTMENT

J. TREASURER'S REPORT

K. PLANNING COMMISSION REPORT

L. AGENDA ITEMS (DETAILS ATTACHED)

1. Bids for Ongoing Sewer Relining Projects in Town for Consideration.

2. Social Media Management Policy for Consideration.

3. Approval of the 140 South Seton Avenue Subdivision Process for consideration.

4. Approval of the Mayor Entering into a Real Estate Listing Agreement for the Purpose of Selling 140 South Seton Avenue for Consideration.

5. For consideration, the Board of Commissioners Will Determine if Town Code 17.20.090 (Commercial District Buffer) is Necessary and if the Proposed Sign Designs Are Appropriate as it Relates to 600 East Main St. Extended as Requested During the Rezoning Process on October 1, 2018.

6. Free Metered Holiday Parking for Consideration.

7. Presentation by Potential Hotel Developer (*for informational purposes only*).

M. SET AGENDA FOR NEXT MEETING: DECEMBER 3, 2019

5. SIGN APPROVED TEXT AMENDMENTS AND/OR RESOLUTIONS

6. ADJOURN

300A South Seton Avenue • Emmitsburg, Maryland 21727

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A. APPROVE MINUTES: OCTOBER 7, 2019

**MINUTES
TOWN MEETING
OCTOBER 7, 2019
EMMITSBURG TOWN OFFICE**

Present: *Elected Officials Prior to Swearing In* - Mayor Donald Briggs; Commissioners: Clifford Sweeney, President; Timothy O'Donnell, Treasurer; Elizabeth Buckman; and Joseph Ritz III. *Staff Present* - Cathy Willets, Town Manager; Madeline Shaw, Town Clerk; Amy Naill, Parking and Code Enforcement Officer; and Zachery Gulden, Town Planner. *Others Present* - Deputy Ben Whitehouse; and Roger Wilson, Director of Government Affairs for Frederick County.

Elected Officials After Swearing In - Mayor Donald Briggs; Commissioners: Clifford Sweeney, President; Timothy O'Donnell, Treasurer and Vice President; Joseph Ritz III; Frank Davis; and T.J. Burns.

Absent: Commissioner Glenn Blanchard.

I. Call to Order

Commissioner Clifford Sweeney, President of the Board of Commissioners, called the October 7, 2019 town meeting to order at 7:30 p.m. Pledge of Allegiance was recited. Upcoming meetings were announced.

Approval of Minutes

Motion: To accept the September 3, 2019 town meeting minutes as presented. Motion by Commissioner O'Donnell, second by Commissioner Buckman. Vote: 4-0 in favor with Commission Blanchard absent.

Police Report:

Deputy Ben Whitehouse presented the police report from September 2019 (exhibit attached). Deputy Whitehouse mentioned if there are any noise complaints the public should call 911 so the compliant is documented.

Town Managers Report:

Cathy Willets, Town Manager, presented the Town Manager's Report from August 2019 (exhibit in agenda packet). 2.5-inches of precipitation was received in August. 35.1% of the wastewater treated was wild water. For noteworthy items, town staff installed some new water meter upgrades for residents. Town staff is preparing for the manhole installation on East Main Street, which is tentatively scheduled for the last week of September. The conference call with the USDA was regarding the creamery road pump station replacement; the Town was awarded a \$30,000 grant for the preliminary engineering report and environmental report of the project. The pool house renovation project will start in fall 2019.

Town Planners Report:

Zachary Gulden, Town Planner, presented the Town Planner's Report from August 2019 (exhibit in agenda packet). Mr. Gulden applied for an impact grant through the Community Foundation of Frederick County, took inventory of the ADA ramps in Emmitsburg for a future grant project, and continued to work on MS4 requirements among other items.

Commissioner Comments:

- Commissioner O'Donnell: He congratulated the newly elected commissioners. He was invited to represent northern Frederick County on the Pedestrian Committee for Frederick County in place of Mayor John Kinnaird. He wished Commissioner Buckman and Blanchard luck on their future endeavors.
- Commissioner Ritz III: He welcomed the new commissioners Frank Davis and T.J. Burns and thanked Commissioners Buckman and Blanchard for their years of service on the Board.
- Commissioner Buckman: She thanked everyone for their help during her three years as commissioner, which included organizing various Town events and improving communication between the residents, Town and local organizations. She explained she will continue to support the Town and serve the community.
- Commissioner Sweeney: He thanked Commissioner Buckman for her three years of service and Commissioner Blanchard for his thirteen years of service.

Mayor's Comments:

Mayor Briggs attended numerous meetings since the September 3, 2019 town meeting (meetings listed in agenda packet). Mayor Briggs wished Commissioner Buckman and Blanchard luck in their future goals and encouraged them to continue

to be involved in the community. For meetings, he gave a tour of Town to Dr. Bernard Franklin, Vice President of Student Life for Mount St. Mary's. He accepted a \$25,000 check from the Catoctin Area Civitan Club for the new accessible playground in Community Park. He also gave a welcome address at the 38th National Fallen Firefighters Memorial and attended the unveiling of the William Cochran "Volunteers" glass etching on October 4, 2019.

Public Comments:

Anne Howes, 17110 Bollinger School Road - Ms. Howes explained there is a dilapidated State Highway Administration trailer and dumpsters along East Main Street near the MD140 Bridge Project. She requested the area get cleaned up.

Administrative Business:

- I. Presentation by State Highway Administration (SHA) on the MD140 Bridge Project Status:** John Concannon, District Engineer, introduced himself and his engineer team composed of Ross Clingan and Elizabeth Harris. Mr. Clingan explained the MD140 bridge replacement project over Flat Run Creek is in phase two. The new bridge is complete but storm drain work, final paving, sidewalk installation, stripping and the removal of the temporary pedestrian bridge needs to occur before the project is complete. SHA is pushing the contractor to finish the project by December 2019. Commissioner O'Donnell expressed frustration over the project delay and what appeared to be lack of staffing by the contractor. The SHA phone number for public concerns is 1-800-635-5119. SHA will look into the dilapidated trailer mentioned during public comments.
- II. Approval of Multi-User Trail Workdays for Fall 2019 for Consideration:** Commissioner O'Donnell is requesting the Board approve two trail workdays on Sunday, November 10, 2019 and Sunday, December 15, 2019. **Motion:** To approve the multi-user trails workdays for Sunday, November 10, 2019 and Sunday, December 15, 2019. Motion by Commissioner Ritz III, second by Commissioner Buckman. Vote: 4-0 in favor with Commissioner Blanchard absent.
- III. Proclamation Thanking John Clapp, Town Attorney, for His Service to the Town of Emmitsburg for Consideration:** Mayor Briggs explained John Clapp, Town Attorney has been representing the Town for over twenty-four (24) years and will be retiring on September 30, 2019. Mayor Briggs read the proclamation aloud. **Motion:** To accept the proclamation honoring John Clapp as Town Attorney as presented. Motion by Commissioner Buckman, second by Commissioner O'Donnell. Vote: 4-0 in favor with Commissioner Blanchard absent.
- IV. Proclamation Declaring October as Breast Cancer Awareness Month for consideration:** Mayor Briggs read the proclamation aloud. He requested residents support October 2019 as Breast Cancer Awareness month in Emmitsburg by wearing pink clothing and displaying pink décor. **Motion:** To declare October as Breast Cancer Awareness month for the Town of Emmitsburg. Motion by Commissioner Ritz III, second by Commissioner O'Donnell. Vote: 4-0 in favor with Commissioner Blanchard absent.

Consent Agenda:

Motion: To appoint Bernard Franklin to the Planning Commission for a term of October 7, 2019 until July 2, 2022. Motion by Commissioner Buckman, second by Commissioner O'Donnell. Vote: 4-0 in favor with Commissioner Blanchard absent. Bernard Franklin will be completing the rest of commissioner elect Frank Davis's term.

Treasurer's Report:

Commissioner O'Donnell presented the Treasurer's Report for September 2019 (exhibit in agenda packet). The operating balance forward is \$5,690,771. The top ten check amounts are listed in the agenda packet.

Planning Commission Report:

Zachary Gulden, Town Planner, explained the commission will meet on October 28, 2019 to review the Dunkin Doughnuts site plan. The last meeting occurred September 30, 2019 to review the subdivision of 140 South Seton Ave.

II. Agenda Items

Agenda #1- Swearing in of New Commissioners: Mayor Briggs swore in Allen Frank Davis Jr. and Thomas John (T.J.) Burns III, the winning Commissioners of the October 1, 2019 election. Pictures were taken and the new commissioners signed their oath of office. The new commissioners took their seats. Commissioner Buckman departed at 8:38 p.m.

Agenda #2- Mayor's Recommendation for Reorganization of the Board of Commissioners for Consideration: Mayor Briggs recommend Clifford Sweeney as President, Timothy O'Donnell as Vice President and Treasurer, Joseph Ritz III as Planning Commission liaison, Frank Davis as Parks and Recreation Committee liaison and T.J. Burns III as Citizen's Advisory Committee liaison. Commissioner Ritz III asked if a commissioner can serve as vice president and treasurer. Ms. Willets explained town staff did not find any conflicts in the Town Code for serving as both roles. Commissioner Ritz

III suggested Frank Davis for the Planning Commission since he served on the Commission prior. Commissioner O'Donnell explained the same elected official cannot sign both lines of a check if that is a concern and offered the role of treasurer to Commissioner Ritz III. Commissioner Ritz III stated he felt comfortable with the Mayor's recommendations. **Motion:** To accept the Mayor's recommendation for the reorganization of the Board of Commissioners as of October 7, 2019. Motion by Commissioner O'Donnell, second by Commissioner Burns III. Vote: 5-0 in favor.

Agenda #3- Potomac Edison Right-Of-Way at the Wastewater Treatment Plant for Consideration: Ms. Willets explained the Board approved the construction of a vehicle garage at the wastewater treatment plant several months ago. Before electricity can be run to the new building a right-of-way (ROW) agreement is needed between the Town and Potomac Edison for approximately 5-feet. The ROW is for the life of the property and would extend the existing ROW to the new garage. There are no fees or maintenance expenses related to the ROW. John Clapp reviewed the agreement and did not find any issues. **Motion:** To accept the Potomac Edison right-of-way at the wastewater treatment plant. Motion by Commissioner Davis, second by Commissioner Burns III. Vote: 5-0 in favor.

Agenda #4- Approval of the Community Park Disc Golf Course Design for Consideration: Ms. Willets explained Ms. Shaw has been working with FredRock Disc Golf to design a disc golf course in Community Park, which is being funded through a \$14,000 Community Parks and Playground grant from the State with no match requirement. Staff pursued disc golf because approximately 50% of Community Park is wooded and not being utilized and disc golf is a low impact and playable by people of all ages. Ms. Shaw explained the proposed course would have 36 rubber matted tee pads (18 amateur tees and 18 pro tees) and 18 baskets. The baskets and tee pad placements are easily modifiable if a change needs occur in the future. Only diseased or dead trees, invasive plant species and brush would be removed. The majority of the project would be funded via the grant but there is \$5,000 available in fund 2 that the Board approved in February 2019 for the course. Middletown, Walkersville and Woodsboro already have courses. Tracy Jones, FredRock Disc Golf, explained the course is about 2 miles in length. The natural surface trail can also be used for hiking. FredRock would manage the course and town staff would perform minimal weed eating. Amy Boehman, 328 Mountaineers Way – Ms. Boehman is concerned the Frisbees may fly into her back yard near hole number six. She expressed concern over the clearing of mature trees and requested the holes get spread out more. Ms. Willets explained hole number six was modified at Ms. Boehman's request to angle more away from Southgate. FredRock will be using a hedgehog to clear the brush. The course will be complete by April 2020. Any holes that are continually unplayable due to standing water will be relocated. **Motion:** To accept the disc golf course as designed with the understanding it can be modified based on Board action. Motion by Commissioner O'Donnell, second by Commissioner Davis. Vote: 4-1 in favor with Commissioner Ritz III against. Commissioner Ritz III stated he is concerned about the swampy-ness of the course.

Mayor Briggs invited Roger Wilson to the podium to speak. Roger Wilson, Director of Government Affairs for Frederick County, invited the new commissioners to reach out to the County Executive's Office with any questions or assistance.

Commissioner O'Donnell moved to take a brief recess at 9:58 p.m., second by Commissioner Burns III. Vote: 5-0 in favor.

Commissioner Ritz III moved to reconvene at 10:07 p.m., second by Commissioner O'Donnell. Vote: 5-0 in favor.

Agenda #5- Approval of the Legal Services Bid for Consideration: Ms. Willets explained John Clapp sent notice to the town that he would be retiring and his final day of service would be September 30, 2019. As a result, the Town advertised a request for proposal for legal services. The bid was initially publicized on August 15, 2019 with a due date of September 20, 2019. On September 12, 2019 town staff made the decision to extend the bid deadline to allow contractors more time to bid, if needed. The final due date was September 27, 2019. Two bids were received: Powell, LLC (\$250/hour and \$160/hour for associate work) and William J. Holtzinger (\$250/hour). Town staff and Mayor Briggs recommends Powell, LLC (Leslie Powell) as the new town attorney because the hourly rate is lower with the use of her associate Mr. Adams, she has 11 years of municipal experience and 30-years of experience with a variety of courts, she had excellent references from the Town of Thurmont whom she also represents and Ms. Powell was John Clapp's replacement recommendation. **Motion:** That we accept or hire the services of Powell, LLC as the new town attorney. Motion by Commissioner Davis, second by Commissioner O'Donnell. Vote: 5-0 in favor.

Agenda #6- Approval of the MS4 Impervious Restoration 5-Year Plan for Consideration: Ms. Willets explained the town must adopt the actions by October 31, 2019 to remain in compliant with Maryland Department of the Environment mandate. Mr. Gulden explained the Municipal Separate Storm Sewer System (MS4) is for Chesapeake Bay protection and is a program mandated by the State of Maryland and federal Environmental Protection Agency. The mandate requires municipalities continue to make progress on six areas: public education/outreach, public involvement/participation, illicit

discharge detection/elimination, construction site runoff control, post construction stormwater management, and pollution prevention. Restoration projects must treat 20.36 acres of impervious surfaces by 2025 for the Town. The Impervious Area Restoration Work Plan proposes tasks for a six-year time frame beginning in October 2018 and ending in December 2024. The plan proposes three main restoration projects: planting of 10 acres of trees, retrofitting the Silo Hill stormwater management pond and retrofitting the Northgate development stormwater basin. The estimated cost to complete the three projects is \$256,000 and \$376,000; however, the Town is looking for grants and working with local organizations for donations. The projects chosen are believed to get the Town the most credits towards the MS4 permit.

Motion: To approve the MS4 Impervious Restoration 5-Year Plan as presented.

Motion by Commissioner O'Donnell, second by Commissioner Burns III. Vote: 5-0 in favor.

Agenda #7- Approval of Resolution 19-03R, Maryland State Archives Record Retention Schedule, for Consideration: Ms. Willets explained the current record retention schedule is from January 1979. A new retention schedule is needed because the existing schedule does not include many current documents and the Town is near capacity for file storage. Town staff recommends three new schedules that will fully supersede the existing schedule: M406 Accounting Department, M407 Planning Department, and M408 Administrative Department. The schedules were initially reviewed and approved by the Board at the July 9, 2018 town meeting, but when submitted to the Maryland State Archives (MSA) town staff was told several changes needed to be made before MSA could approve. Ms. Shaw explained the biggest change made to the proposed schedules was re-formatting the guidelines onto the new MSA form. Only clarifying language was needed explaining what happens to the documents after the retention period is reached. MSA found no issues with the requested retention timeframes. Ms. Shaw displayed a PowerPoint summarizing the retention guidelines.

Motion: To approve the resolution approving the Maryland State Archives M406, M407, M408 for the Town of Emmitsburg. Motion by Commissioner T.J. Burns, second by Commissioner Ritz III. Vote: 5-0 in favor.

Set Agenda Items for November 4, 2019 Town Meeting

November 4, 2019 Agenda Items:

1. Bids for Ongoing Sewer Relining Projects in Town for Consideration.
2. Social Media Management Policy for Consideration.
3. Approval of the 140 South Seton Avenue Subdivision Process for consideration.
4. Approval of the Mayor Entering into a Real Estate Listing Agreement for the Purpose of Selling 140 South Seton Avenue for Consideration.
5. For consideration, the Board of Commissioners Will Determine if Town Code 17.20.090 (Commercial District Buffer) is Necessary and if the Proposed Sign Designs Are Appropriate as it Relates to 600 East Main St. Extended as Requested During the Rezoning Process on October 1, 2018.
6. Free Metered Holiday Parking for Consideration.

Administrative Business:

1. Solar Community Array Presentation by First Energy.
2. Proclamation for Municipal Government Works Month November 2019 for Consideration.
3. Discussion of the Timing/Cycle of the Traffic Lights at the intersection of Seton Avenue / Main Street.

Consent Agenda:

1. Appointment of Mark Long to the Sustainable Communities Board for Consideration.

Motion: To accept the meeting agenda as presented.

Motion by Commissioner O'Donnell, second by Commissioner Ritz III. Vote: Motion carries 5-0 in favor.

Motion: To adjourn the meeting.

Motion by Commissioner O'Donnell, second by Commissioner Davis. Vote: Motion carries 5-0 in favor.

III. Sign Approved Text Amendments and/or Resolutions

IV. Adjournment

With no further business, the October 7, 2019 town meeting was adjourned at 11:16 p.m.

Respectfully submitted,

Madeline Shaw, Town Clerk

Approved On:

B. POLICE REPORT: Presentation by deputies at the meeting.

C. TOWN MANAGER’S REPORT

**Town Manager’s Report
September 2019
Prepared by Cathy Willets**

Streets:

- Staff conducted monthly street sweeping.
- Staff conducted monthly storm drain inlet cleaning.
- Staff repaired and replaced some streetlights.
- Staff assisted contractors with paving Creamery Way, Bunker Hill Dr., Wagerman Ln. St. Joseph’s Lane, and parts of Chesapeake Ave.
- Staff decorated Town with purple lights and bows for National Recovery Month.
- Staff replaced five broken street light globes on West Main St.
- Staff weed ate and weed killed some streets/alleys around Town.
- Staff replaced stop signs in Northgate.
- Staff assisted contractor with new sidewalk in front of 101 DePaul St.
- Staff prepared Town for Fallen Firefighter’s weekend (flags, banners, signs, painting yellow curbs, etc.).

Parks:

- Staff conducted daily park checks – trash cans, cameras, dog waste stations, restrooms, etc.
- Staff conducted monthly park maintenance – playground equipment, roads, fences, pavilions, etc.
- Staff mowed, trimmed and weed killed in all parks.

Water:

- Rainbow Lake is 0.5’ below the spillway level (16.6 feet).
- The roughing filters are being backwashed six times a day and the DE filters are being done one time per week.
- Lake quota is not being met due to the poor water quality from the lake. The inflow of fresh water has really slowed down into the lake.
- Well levels (optimum level was determined to be May 2011).

	<u>May 2011</u>	<u>September</u>	<u>Change</u>
○ Well #1:	35’	36’	-1
○ Well #2:	8’	16’	-8
○ Well #3:	12’	33’	-21
○ Well #4:	108’	124’	-16
○ Well #5:	10’	22’	-12

- Water production and consumption. We produced an average of 284,853 GPD. We consumed an average of 232,655 GPD. The difference is "Backwash Water" ... (26.40%).
 - 54.9% of this water came from wells.
 - 4.8% of this water came from Mt. St. Mary's.
 - 40.3% of this water came from Rainbow Lake.

We purchased 412,650 gallons of water from MSM this month.

Wastewater:

- We received about 0.7” of precipitation this month (the average is 4.3”).
 - We have a precipitation SURPLUS of 3.3’ over the last six months. The average precipitation for the period from April 1 through September 30 is 24.2”. We have received 27.5” for that period.

Wastewater Treatment:

- We treated an average of 274,000 GPD (consumed 232,655 GPD) which means that 15.09% of the wastewater treated this month was "wild water".
- We had no spills of untreated sewage in the month of September.
- We did not exceed the plant’s design capacity at any time in the month of September.
- The WTPP ran smoothly in the month of September.

Trash: Trash pickup will remain Mondays in the month of November.

Meetings Attended:

- 09/02 Met with Mayor
- 09/02 Attended Town Meeting
- 09/05 Met with Mayor
- 09/09 Met with Mayor
- 09/10 Met with staff and property owner regarding water/sewer service and connections
- 09/11 Met with Town clerk to review projects
- 09/12 Met with Mayor
- 09/16 Attended HR training
- 09/17 Attended pre-construction meeting with staff and contractor at pool house
- 09/17 Attended Green Fest / 50th Anniversary of Earth Day meeting with staff
- 09/17 Met with Mayor
- 09/18 Attended department head meeting
- 09/18 Attended support staff meeting
- 09/23-26 Audit
- 09/30 Pre-construction playground meeting
- 09/30 Disc Golf walk-through
- 09/30 Met with Mayor

Noteworthy:

- Staff installed some water meter upgrades.
- Staff performed quarterly monthly water readings.
- Staff worked three overnights to assist Milani Construction with installation of storm drain pipe around Town utilities.

PARKING ENFORCEMENT REPORT
September 2019

Overtime Parking	58
Restricted Parking Zone	4
Street Sweeping	5
Parked in Crosswalk	
Parked on Sidewalk/Curb	
Parked Blocking Driveway	
Parked by Fire Hydrant	
Parked Blocking Street	1
Failure to Park between Lines	
Left Side Parking	4
Total Meter Money	\$ 1,106.13
Parking Permits	\$ 345.00
Meter Bag Rental	
Parking Ticket Money	\$ 285.00
Total:	\$1,736.13

D. TOWN PLANNER'S REPORT

Town Planner's Report September 2019

Prepared by Zachary R. Gulden, MPA

1. Board of Appeals (BOA)

- Attended the BOA meeting on 9/9 & processed pre/post-meeting materials.
- Created a new BOA application.

2. Board of Commissioners (BOC)

- Created a map of the proposed firewood cutting boundary for 9/3 meeting.
- ***Continued researching / working on updating Town Code Chapter 16 – Subdivisions.
- Updated the firewood resolution & policy, bridge letter, & cross connection fact sheets per direction from Board.
- Prepared MS4 presentation for October BOC meeting.

3. Grants

- Worked with property owners on the new round of Community Legacy Grant applications.
- Submitted the quarterly report for the FY2019 Community Legacy grant.

4. Municipal Separate Storm Sewer System (MS4)

- Created the required Restoration Work Plan.
- Continued working on the yearly MS4 permit.
- Created a street sweeping log template in order to earn permit credit.
- Created a catch basin cleaning log template in order to earn permit credit.
- Assisted the contractor with the required Illicit Discharge Detection & Elimination Plan.

5. Permits & Zoning

- Processed the following zoning applications:
 - 5x roof.
 - 2x fence.
 - 2x shed.
 - 1x pergola.
 - 1x patio.
 - 2x no permit needed forms.
- Processed 9x cross connection permits.

6. Planning Commission (PC)

- Prepared staff memo for the proposed 140 S Seton Ave subdivision.
- Received and started to review/process Dunkin' site plan.
- Attended PC meeting on 9/30 & processed pre/post-meeting materials.

7. Miscellaneous

- Continued working with MD DNR & logger to obtain MDE stream crossing permit & Frederick County logging permit for stand 5.
- Created proposed electric ROW map for Town Manager.
- Met with Town Manager, Public Works Director, & Sewer/Water Superintendent on 9/10.
- Attended the Green Team meeting on 9/11.
- Submitted the required Forest Conservation General Plan.
- Met with the Mayor & Town Manager on 9/11.
- Attended staff training on 9/16.
- Attended the FC Art's Council meeting on 9/17.
- Met with Town Clerk, Code Enforcement Officer, & Town Manager on 9/17.
- Assisted with the planning of the 2020 Green Fest / Earth Day celebration.
- Attended department head meeting on 9/18.
- Started working on the 2019 Keep Maryland Beautiful Grant application.

E. COMMISSIONER COMMENTS

F. MAYOR'S COMMENTS

Meetings Attended Since October 7, 2019 Town Meeting:

- October 3, Meeting with Wayside exhibit developers and town clerk.
- October 7, Meeting with town manager.
- October 7, Meeting with town manager.
- October 8, Meeting with town manager.
- October 9, Meeting with town manager.
- October 10, Meeting with town manager.
- October 10, Cindy Grimes Broker J & B Real Estate listing agent for sale of 140 South Seton Ave. Met at site and in office, Mayor, town planner and town clerk.
- October 15, Meeting with town accountant and town manager, audit report.
- October 16, Meeting with town manager.
- October 17, Meeting with town manager.
- October 18, Meeting with town manager.
- October 18, Mount St. Mary's University College of Liberal Arts Advisory Council meeting.
- October 21, Meeting with town planner and residential developer.
- October 22, Meeting with town manager.
- October 22, Met with town planner and George Brandt, Daughters of Charity, RE: MS 4.
- October 23, Meeting with town manager.
- October 24, Meeting with town manager.
- October 24, Meeting with town manager, town planner, town clerk and commercial property developer.
- October 24, Meeting with town accountant, town manager and town auditors
- October 24, Met with town manager and new town attorney, Leslie Powell
- October 24, Thursday evening Frederick County MML meeting Myersville with Commissioner Sweeney.
- October 26, Saturday morning, honorary starter, ESP Dance 9th Annual 5K "Superheroes On the Run Fighting Through Breast Cancer", Mount St. Mary's University
- October 28, Planning Commission meeting, introducing new Commission member Dr. Bernard Franklin.
- October 28, Meeting with town manager.
- October 29, Meeting with town manager.
- October 30, MDOT meeting, 7:00 pm Winchester Hall, presentation with Zach Gulden, town planner.
- October 31, Halloween Parade.

G. PUBLIC COMMENTS

H. ADMINISTRATIVE BUSINESS

- I. Introduction of New Town Attorney - Leslie Powell:** Presentation at meeting by town staff and Leslie Powell.

~~II. Solar Community Array Presentation by First Energy: Presentation at town meeting by First Energy.~~

POSTPONED

**III. Proclamation for Municipal Government Works Month November 2019
for Consideration:** Presentation at town meeting by town staff.



Proclamation

MUNICIPAL GOVERNMENT WORKS MONTH NOVEMBER 2019

The Mayor and Council of the Town of Emmitsburg proclaim November 2019 to be Municipal Government Works Month.

WHEREAS, the Town was established in 1785; and

WHEREAS, Maryland is home to 156 other municipalities; and

WHEREAS, municipal government represents the most responsive level of government, allowing citizens to have direct access to elected officials; and

WHEREAS, in an effort to educate citizens about municipal government and the importance of their participation, the Town of Emmitsburg is proud to promote municipal government awareness; and

WHEREAS, municipalities have enhanced the quality of life for their respective residents maintaining natural and historic sites and structures and helping to make Maryland a great place to live, work, play and explore.

NOW, THEREFORE, BE IT PROCLAIMED, that the Mayor and Council of the Town of Emmitsburg, Maryland do hereby join the Maryland Municipal League in declaring November 2019 to be Municipal Government Works Month in Emmitsburg.

ADOPTED this 4th day of November, 2019

Donald N. Briggs
Mayor

Clifford L. Sweeney, President
Board of Commissioners

~~IV. Discussion of the Timing/Cycle of the Traffic Lights at the intersection of Seton Avenue / Main Street: Presentation at town meeting by Commissioner Ritz III.~~

REMOVED
At Commissioner Ritz III's Request

I. CONSENT AGENDA

- I. Sustainable Communities Board (Community Legacy Review)**
 Appointment of Mark Long to the Sustainable Communities Board.

J. TREASURER REPORT

**TOWN OF EMMITSBURG
 CASH ACTIVITY AS OF OCTOBER 29, 2019**

\$5,577,603	Cash Balance October 1, 2019
428,730	Deposits
<u>-366,905</u>	Withdrawals
\$5,639,428	Operating Balance Forward

Top 10 Check Amounts:

<u>Amount</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Date</u>	<u>Check No.</u>
\$65,759	Treasurer of Frederick County	1Q FY20 Law Enforcement	10.09.19	40267
\$47,161	RK&K	Creamery Road Pumping Station	10.02.19	40255
\$45,086	ECM Corporation	Paving - Ches Ave, Wag Ln, Bunker, St. Joseph's	10.23.19	40317
\$23,568	Comptroller of Maryland	1Q FY20 Bay Restoration Fee	10.09.19	40276
\$11,901	UGI Energy Services	Sep 19 Solar Field #1	10.16.19	40307
\$11,702	UGI Energy Services	Sep 19 Solar Field #2	10.16.19	40307
\$8,666	Deleon & Stang	FY19 Audit Services	10.23.19	40315
\$7,640	GPI	Storm Water Mgmt - Restoration Work Plan	10.02.19	40236
\$6,573	Republic Services	Oct 19 Refuse Services	10.09.19	40287
\$6,382	Univar USA	Aluminum Sulfate	10.02.19	40258

Check dates 10.01.19 to 10.29.19

K. PLANNING COMMISSION REPORT: Presentation at the meeting.

Last Meeting: Monday, October 28, 2019

L. AGENDA ITEMS:

**AGENDA ITEM #1. Bids for Ongoing Sewer Relining Projects in Town for
Consideration:** Presentation at meeting by town staff.

PROJECT DETAILS:

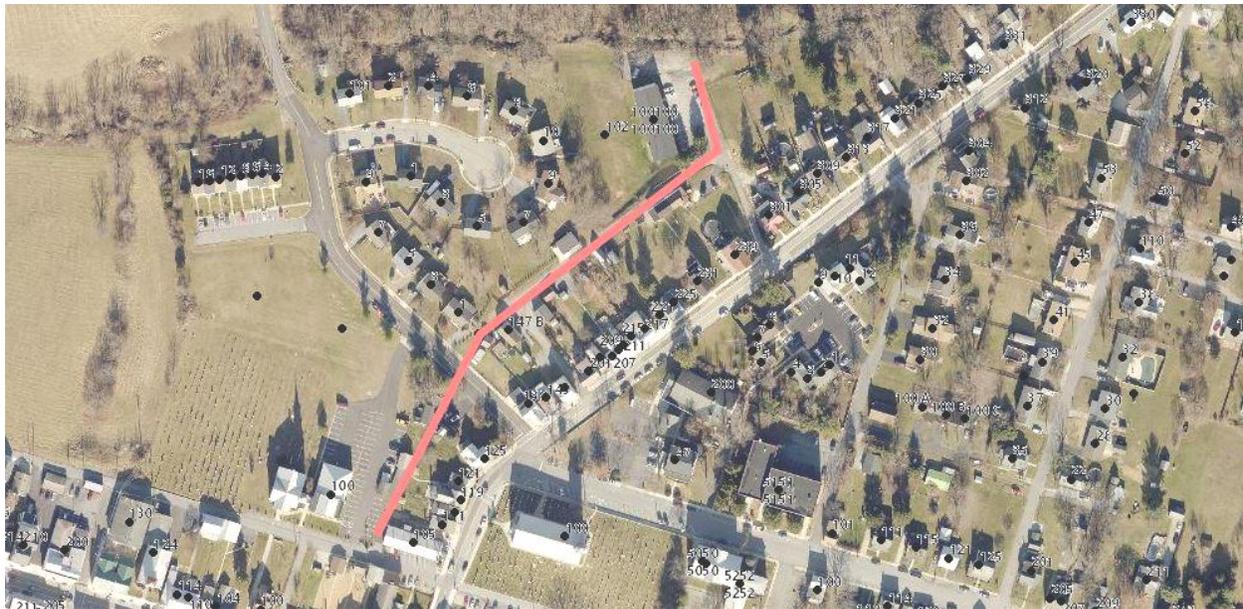
- Multiple Year Project – three years (FY2020 – FY2022), price would remain the same.
- Sewer relining consists of relining either 8-inch or 10-inch piping
 - FY2020 8-inch: 1,375 ft
 - FY2020 10-inch: 1,475 ft
- Behind the Post Office to behind the school at Manhole 33 (manhole 33 to 32 has already been relined during another project several years ago)
- West North Ave. down through Creekside Drive down to creek.

SEWER RE-LINING BIDS RECEIVED:

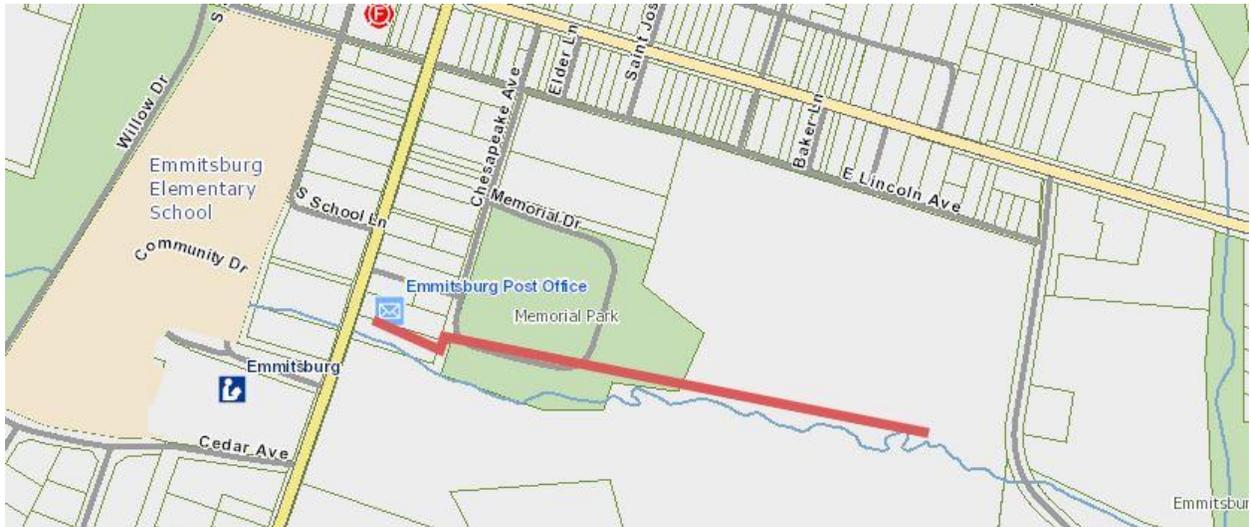
Prices are based off Linear Feet – locked in prices for multiple year project

	Company:	8-inch Pipe	10-inch Pipe	FY2020 Project Cost:
1.	Humphrey & Son, Inc. 7805 Contee Road Laurel, MD 20707	\$43.00	\$45.00	\$126,250.00
2.	Mr. Rehab, Inc. Three Long Lane Mechanicsburg, PA 17050	\$35.35	\$37.80	\$107,418.75
3.	US Pipelining, LLC	\$63.00	\$75.00	\$199,725.00

Creekside Drive Re-lining Area:



Memorial Park Re-lining Area:



AGENDA ITEM #2. Social Media Management Policy for Consideration: Presentation at meeting by town staff.

POLICY SERIES: 2019
Policy No. P19 - 05

Page 1 of 5

**TOWN OF EMMITSBURG
SOCIAL MEDIA MANAGEMENT POLICY**

Purpose:

This policy sets forth guidelines for the Town of Emmitsburg (“Town”) use of social media sites as a means of conveying the Town’s information to the public. The intended purpose behind the use of the Town’s social media sites is to disseminate information from the Town, about the Town, to the public in a civil manner. This policy is in addition to and complements any existing or future Town policies regarding the use of technology, computers, smart phones, e-mail and the internet.

Nothing in this policy shall be applied to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state or federal constitutions as well as labor laws or other applicable laws.

Definitions:

“Social media” means the various web sites and activities that integrate technology, social interaction, and content creation that is accessible through the Internet. By way of example, but not limitation, some commonly used social media sites are Facebook®, Twitter®, YouTube®, and LinkedIn®.

“Town’s social media sites” means a website or social media tool which has been created, reviewed and approved for use by the Mayor and/or designee.

“Administrator” means the individual designated by the Town or Emmitsburg to submit posts for official purposes and to review comments to assure compliance with this policy.

“Post” or “Postings” means a message/blog submitted by the Administrator including, but not limited to, text, videos, articles, photographs, website links, computer applications or other form of communication posted on a Town social media account.

“Comments” means a visitor submitted statement, replying to a post or offering from an administrator post.

General Social Media Guidelines:

1. The Town's website (www.emmitsburgmd.gov) will remain the Town's predominant and primary means of internet communication. Wherever possible, content posted on the Town's social media sites must first be made available on the Town's website.
2. When practicable, content posted to the Town's social media sites must contain hyperlinks directing users back to the Town's official website for in-depth information, forms, documents or online services necessary to conduct business with the Town of Emmitsburg.
3. The Town Manager or his/her designee(s) will have sole access to update, manage and monitor all social media postings on the Town's approved social media platforms.
4. The Town Clerk will maintain a list of all Town social media sites, including login and password information.
5. The Town shall retain full permission or rights to any content posted by the Town, including documents, pictures, videos or any other electronic content of any type.
6. The Town's social media sites must comply with all appropriate Town policies and procedures as outlined in the Town Code and Employee Handbook.
7. The Town's social media sites are public record and subject to the Maryland Public Records Act.
8. The Town's social media sites are primarily used to disseminate information to the public regarding projects, news and events.
9. The Town reserves the right to terminate Town social media sites at any time without notice. The Mayor and/or Town Manager may direct the deletion of a social media account that is not being utilized or is being underutilized.
10. The Town reserves the right to change, modify, or amend all or part of this policy at any time.
11. Any person posting to social media sites maintained by or representing the Town of Emmitsburg hereby consents to the authority of the Maryland state courts and venue in Frederick County, Maryland.
12. Any person posting to social media sites maintained by or representing the Town of Emmitsburg consent to the *Visitor Guidelines and Commenting Policy*, herein attached as Exhibit A, which will be posted on all Town maintained social media sites.

POLICY SERIES: 2019
Policy No. P19 - 05

Page 3 of 5

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that this policy shall take effect

on This _____ day of _____, 2019.

PASSED This _____ day of _____, 2019.

ATTEST:

EMMITSBURG BOARD OF COMMISSIONERS:

Madeline Shaw, Town Clerk

Clifford L. Sweeney, President

_____ APPROVED _____ VETOED

This _____ day of _____, 2019.

Donald N. Briggs, Mayor

ATTACHMENT A:

**Town of Emmitsburg
Social Media Visitor Guidelines and Commenting Policy**

As a public entity the Town must abide by certain standards to serve all its constituents in a civil and unbiased manner. While the Town of Emmitsburg welcomes comments and feedback, please be advised there are certain guidelines users must abide by that are listed below.

1. Comments or content containing any of the following inappropriate forms of content shall not be permitted and are subject to removal and/or restriction by the Town:
 - a) Profane, obscene, violent, or pornographic language and/or content;
 - b) Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, sex, gender identity or expression, marital status, status with regard to public assistance, national origin, physical or mental disability, pregnancy, covered medical condition, sexual orientation, military or veteran's status, or any other basis protected by federal, state, or local law;
 - c) Sexual content or links to sexual content;
 - d) Solicitations of commerce not related to Town business, including but not limited to, advertising of a business or product for sale and other pure commercial speech;
 - e) Conduct that promotes particular services, products or political organizations or conduct in support of or opposition to political campaigns or ballot measures;
 - f) Conduct or encouragement of illegal activity;
 - g) Information that may compromise the safety or security of the public or public systems or employees;
 - h) Content that violates a legal ownership interest of any other party or that infringes upon copyrights or trademarks;
 - i) Threats of violence or any other harmful act directed to any person, or persons, group, or organization;
 - j) Conduct that is in violation of any federal, state, or local law.

2. The Town reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law. Notwithstanding the foregoing, the Town of Emmitsburg is not obligated to take such actions, and the Town disclaims any and all responsibility and liability for any materials that the Town deems inappropriate for posting, which cannot be removed in an expeditious and otherwise timely manner.

3. The Town Manager has sole authority to authorize the removal or deletion of content based on these guidelines. Any content removed or deleted will be retained as screenshots, including the time, date, and identity of the poster (when available) by the Town for a reasonable period of time. Upon removal of the content, the Administrator shall notify the commenter that their response has been deemed inappropriate and removed due to inconsistency to the Town's content requirements.

4. The Town of Emmitsburg's social media pages are not monitored 24/7. If there is an emergency, please call 911.
5. This page is not intended for use as official communication with the Town. Content submitted to the Town's social media sites is not considered legal notice to the Town and should not be relied on for communication regarding requests for proposals, invitations for bid, or other competitive procurements. In addition, any requests for records, assistance, information, claims, or any other questions and concerns should be directed to the Town Office at (301) 600-6300 or info@emmitsburgmd.gov.
6. A comment posted by a member of the public on any Town of Emmitsburg social media site is the opinion of the commentator or poster only, and the publication of a comment does not imply endorsement of, or agreement by, the Town, nor do such comments necessarily reflect the opinions or policies of the Town.
7. By posting a comment, users agree to indemnify the Town of Emmitsburg, its officers and employees from and against all liabilities, judgments, damages, and costs (including attorney's fees) incurred by any of them which arise out of or are related to social media usage or content posted by users. If a user does not agree to these terms, the individual should not use the Town of Emmitsburg's social media sites as a violation of these terms may lead to legal liability.
8. The Town does not guarantee the authenticity, accuracy, appropriateness nor security of external links, websites or content linked thereto.
9. Each type of Social Media organization (Facebook, Twitter, etc.) maintains a "Terms of Use" agreement. All comments posted to any Town social media site are bound by these organization's Terms of Use and the Town reserves the right to report any user violation to the Social Media organization with the intent that the social media organization will take appropriate and reasonable responsive action.

Media Inquiries:

Questions or media inquiries regarding the Town of Emmitsburg's social media activity should be directed to the Town of Emmitsburg at (301) 600-6300 or info@emmitsburgmd.gov.

AGENDA ITEM #3. Approval of the 140 South Seton Avenue Subdivision Process for consideration: Presentation at meeting by Mayor Briggs and town staff.

BACKGROUND

The proposed project consists of subdividing 140 South Seton Avenue into two separate lots. Since the Town of Emmitsburg owns the property, the Board of Commissioners must approve the process of subdivision before the plan is recorded. The current lot is 0.479 acres, and the subdivision would create Lots 1 (0.2274 ac.) and 2 (0.2516 ac.). Lot 1 would front South Seton Avenue and consist of a single-family dwelling with small garage. Lot 2 would front South School Lane and consist of a large garage. The Town would sell Lot 1 and keep Lot 2 as storage for the Public Works and Sewer/Water Departments.

BOARD OF APPEAL'S VARIANCE APPROVAL

At their September 9, 2019 meeting, the Town of Emmitsburg's Board of Appeals unanimously (3-0) approved the Town's variance request to Town Code Chapter 17, Section 36.060:

Description	Requirement Per Code	Approved Rear Yard Setback for Proposed Lots 1 & 2
Rear yard setback	30'	4' 3"

PLANNING COMMISSION APPROVAL

At their September 30, 2019 meeting, the Town of Emmitsburg's Planning Commission unanimously (5-0) approved the subdivision plan.

SUGGESTED MOTION

Move to approve the subdivision process of 140 South Seton Avenue.

AGENDA ITEM #4. Approval of the Mayor Entering into a Real Estate Listing Agreement for the Purpose of Selling 140 South Seton Avenue for Consideration: Presentation at meeting by town staff.

October 9, 2019

To whom it may concern,

I am the broker/owner of J&B Real Estate, Inc and I am licensed in Maryland and Pennsylvania. I have been selling real estate for almost 13 years and I have sold an average of 70 homes each year over the past 3 years. Some of the listings I have sold in Emmitsburg in the last 6 months are:

332 E. Main St

220 W. Main St

13 Provincial Parkway

2005 Pembroke Ct

11322 Harney Rd

I would be happy to accept 140 S. Seton Ave as a listing and will do my best to get it sold for the Town of Emmitsburg. Please feel free to contact me with any questions.

Sincerely,

Cindy Grimes
J&B Real Estate, Inc.

301-788-5354 (cell)

301-271-3487 (office3)

140 LISTING AGREEMENT:

DocuSign Envelope ID: 31B32EEE-8CA9-4041-970A-9B6A46A42E72



**EXCLUSIVE RIGHT TO SELL
RESIDENTIAL BROKERAGE AGREEMENT**

DATE: October 29, 2019

1. SELLER(S) (List all): The Town of Emmitsburg

Mailing Address: _____

Office Telephones: _____

Office/Home Fax: _____

Home Telephones: _____

Cell Phones: _____ / _____

Email Addresses: mshaw@emmitsburgmd.gov / _____

2. BROKER: J&B Real Estate, Inc

Office Address: 13 1/2 Water St , Thurmont, MD 21788

Office Telephone: (301)271-3487

Office Fax: (301)271-4087

Listing Agent: Cindy Grimes

Direct Line: (301)271-3487 x203

Home Phone: _____

Cell Phone: (301)788-5354

Email Address: cindy_grimes@msn.com

3. PROPERTY LISTING: J&B Real Estate, Inc Cindy Grimes ("Broker") is hereby authorized by the undersigned Seller(s) or by the authorized representative of Seller(s) ("Seller") to sell, as the exclusive real estate broker, the property known as: 140 S Seton Ave, Emmitsburg, MD 21727-9214

("Property"). Seller acknowledges that the Property is being conveyed (initial one selection) _____ / _____ IN FEE SIMPLE, or _____ / _____ SUBJECT TO AN ANNUAL GROUND RENT, now existing, in the amount of \$ _____, payable semi-annually.

4. LISTING TERM/RIGHTS OF PARTIES FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT: This agreement shall be effective on November 5, 2019 (mm/dd/yyyy) and shall continue until midnight on November 4, 2020 (mm/dd/yyyy), (the "Listing Term") unless terminated in accordance with the provisions of this section.

As required under Section 17-534(b)(5) of the Maryland Real Estate Brokers Act, the parties agree to the following provision for the termination of this Agreement (**Broker to insert terms of termination**): 2 days written notice by either party.

An expiration or termination of this Agreement by Seller or Broker shall be subject to the provisions of Paragraph 14 of this Agreement, and Paragraph 14 of this Agreement shall survive the expiration or termination of this Agreement. Notwithstanding the rights of the parties to terminate this Agreement as provided herein, Broker, in Broker's sole and absolute discretion, may terminate this Agreement at any time and effective immediately in the event Seller provides any false information, misrepresents any fact to Broker or other third-party, or violates or indicates any intention to discriminate in violation of any applicable federal, state or local fair housing law(s). If a Contract of Sale is entered into by Seller during the Listing Term, which provides for settlement to occur after the expiration of the Listing Term, this Agreement shall be automatically extended until settlement has occurred or until the Contract of Sale is released in writing by the parties.

5. LISTING PRICE: The listing price of the Property is \$160,000.00 and shall be the price advertised by Broker. If Seller desires to change the listing price, Seller shall immediately inform Broker in writing of the changed listing price, and such changed listing price shall thereafter be the price advertised by Broker.

6. SHOWING INSTRUCTIONS (for LOCK BOX see addendum): seller to be notified of all showings.



J&B Real Estate, Inc., 13 1/2 Water Street Thurmont MD 21788
Cynthia Grimes



DocuSign Envelope ID: 31B32EEE-8CA9-4041-970A-9B6A46A42E72

Exclusive Right to Sell Residential Brokerage Agreement

7. MARKETING/MLS/INTERNET ADVERTISEMENT:

(a) Broker is authorized to and shall market the Property including, but not limited to, entering the Property into the applicable multiple listing service(s) ("MLS"), installing a sign, photographing the Property and installing a lock box. Seller acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the MLS and the lock box system owner. Broker is hereby granted the right to report to the MLS for dissemination, in accordance with the MLS rules and policies, any contract of sale and sales price (including the other terms upon which any sale of the Property is made). Except as otherwise provided in paragraphs (b), (c), (d), and (e) below and in accordance with the directions therein, Broker, upon election by Broker and in Broker's sole and absolute discretion, is hereby authorized by Seller to submit and market the Property (including street name and house number) by and through:

1. Broker's internet website;
2. The Internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker;
3. Any other Internet website in accordance with applicable MLS rules and regulations;
4. Print media; and/or
5. Any available MLS Program(s) that enable participants to display aggregated MLS active listing information on participants' public websites. Seller further consents to and authorizes Broker, in accordance with the MLS rules and regulations, to allow other MLS participants and authorized users to market the Property by and through the internet website of other such MLS participants and authorized users.

If the Property is scheduled for an open house by Broker, Seller authorizes Broker to advertise the Property as an open house together with other properties listed with Broker and advertised as an open house in the same advertisement, whether by print media or by internet advertisement.

(b) Seller may elect not to have the Property listing displayed on the MLS at all. (Seller to initial if Seller does not authorize Broker to display Property listing on the MLS at all):
____ / ____ **Broker may *not* submit and market the Property by and through display on the MLS.**
Seller hereby acknowledges that, having selected not to display the Property listing on the MLS at all: (1) real estate licensees from other companies and their buyer clients who have access to the MLS may not be aware that Seller's Property is for sale and the terms and conditions under which Seller is marketing the Property; (2) Seller's Property will not be included in the MLS's download to various real estate internet sites that are used by the public to search for property listings; and (3) any reduction in the exposure of the Property may lower the number of offers made and negatively impact the sales price. (Seller to initial): ____ / ____

(c) Seller may elect not to have the Property listing or the Property address displayed on the internet. Seller hereby directs Broker that (Seller to initial all that apply):
____ / ____ Broker may *not* submit and market the Property by and through display on any internet website.
____ / ____ Broker may submit and market the Property by and through display on any internet website, but Seller elects *not* to permit display of the Property address on any internet website.

Seller hereby acknowledges that, having selected either or both of the above option(s) not to allow information on internet websites, a consumer who conducts searches for listings on the internet will not see the corresponding information about the Property in response to a search. (Seller to initial): ____ / ____

(d) Certain features may be displayed on the websites of MLS participants, including:
(1) Unedited comments or reviews of the Property (or display a hyperlink to such comments or reviews); or
(2) An automated estimate of the market value of the Property (or a hyperlink to such estimate). (Seller to initial):
Seller ____ / ____ authorizes or ____ / ____ does not authorize the display of unedited comments or reviews of the Property (or display a hyperlink to such comments or reviews) on MLS participants' websites.
Seller ____ / ____ authorizes or ____ / ____ does not authorize the display of an automated estimate of the market value of the Property (or a hyperlink to such estimate) on MLS participants' websites.

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Exclusive Right to Sell Residential Brokerage Agreement

During the term of this agreement, Seller, by written request to Broker, may authorize Broker to enable or disable use of either feature as described in (1) or (2) above. Broker agrees to transmit promptly the request to the MLS.

(e) **COMING SOON LISTING STATUS:** The "Coming Soon" listing status is an option for properties listed in the MLS that are not available but will be soon. Sellers who choose this option must have executed a listing agreement. Listings under the "Coming Soon" status are given a MLS number. All MLS subscribers may view listings under this status. However, properties listed under the "Coming Soon" status may not be shown and are not syndicated to public real estate websites. If Seller selects this status, the listing agent must enter an expected on-market date in the MLS that can be no later than 21 days from when the listing was submitted to the MLS. The "Coming Soon" status will automatically update to "active" on the expected on-market date if not made "active" sooner.

Seller, by Seller's initials, authorizes Broker to list the Property under the "Coming Soon" listing status in the MLS. (Seller initials): ____ / ____

8. CONSENT TO DISCUSS OTHER PROPERTIES WITH BUYERS AT SELLER'S OPEN HOUSE: Seller ____ / ____ authorizes or ____ / ____ does not authorize Broker to discuss other properties with buyers at Seller's open house.

Broker's responsibility to market the Property is suspended upon Seller's acceptance of a written offer to purchase the Property, unless otherwise agreed by Broker.

9. GRANT/RELEASE OF PROPERTY DATA TO BROKER: Seller grants to Broker the unlimited right to use, publish, disseminate, sell, and license to others all text, graphics, photos, virtual tours, documents, and any other types of data entered into the MLS, and Seller hereby releases to Broker all of the Seller's interests and all intellectual property rights therein. If Seller elects to allow dissemination of Property data on the internet, Seller understands and agrees that public websites determine their own content and use of data, and therefore Broker has no control over public websites and no obligation to remove any of the above content from public websites at any time.

10. HOME SECURITY SYSTEMS THAT RECORD AUDIO: Seller is advised that Maryland law prohibits audio recording of private conversations without the consent of all parties. Seller may view the penalties for violating the law at: <http://mgaleg.maryland.gov/webmgafirmStatuesText.aspx?article=gcj§ion=10-402&ext=html&session=2019RS&tab=subject5>.

Seller acknowledges that Seller has read and understands the provisions of Paragraph 10. (Seller to initial): ____ / ____

11. FAIR HOUSING: With respect to race, color, religion, sex, national origin, handicap or familial status, the Property is offered in compliance with the Civil Rights Act of 1968, and the Fair Housing Amendments Act under Federal law. Additionally, the Property shall be offered in compliance with the anti-discrimination provisions of Maryland law and any local, county and municipal fair housing laws.

12. SELLER RESPONSIBILITY/INSURANCE: Broker shall not be responsible for the care, or physical condition of the Property. Seller shall remain solely responsible for the care and physical condition of the Property, including, but not limited to, cost of all utilities, maintenance, the physical security of the premises and all personal property and maintaining adequate property and personal injury insurance during the term of this Agreement; and, Broker shall have no liability for such matters.

13. REPAIRS: Seller is hereby notified that repairs of the Property may require that the individuals engaged to perform such repairs be duly licensed.

14. BROKER'S COMPENSATION: The amount of Broker compensation is not prescribed by law or established by any membership organization with which the Broker is affiliated.

In the event of a sale, exchange, or transfer, the Compensation to be paid by Seller to Broker shall be 5% of sales price.

-DS
CA
The Compensation shall be deemed to have been earned by Broker and shall be due and payable by Seller to Broker ~~if~~ only upon the closing of the sale brokered by broker.

A. During the term of this Agreement, or any extension thereof:

(i) Broker produces a ready, willing and able buyer to purchase the Property at the listing price and/or at such other price as shall be accepted by Seller or agreed upon in writing between Seller and Broker (the "Sale Price"); or

(ii) Seller shall enter into a written agreement to sell, lease, exchange, convey or transfer the Property to any person or entity whether such person or entity shall have been procured by Broker, by Seller or by any other person or entity, in which event Seller, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement; or

~~DocuSign Envelope ID: 31B32EEE-8CA9-4041-970A-9B6A46A42E72~~ Has been identified by broker to Seller in writing within
CA 10 Days of the termination of this listing agreement. Exclusive Right to Sell Residential Brokerage Agreement

(iii) if during the period of 30 days following the expiration or termination of this Agreement, Seller shall enter into a written agreement to sell, lease, exchange, convey or transfer the Property to any person who or to any entity which, with knowledge of Seller or any agent of Seller, inspected or made inquiry about the Property or negotiated to purchase or exchange the Property during the term of this Agreement or any extension thereof, in which event Seller, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement.

~~ds~~ B. Seller defaults or voluntarily agrees to terminate a sale; or

CA C. Seller breaches this Agreement. and broker

~~The Compensation due Broker shall be a charge against the Property and shall be paid at settlement as a convenience to Seller. However, Seller acknowledges and agrees that settlement on the Property shall not be a condition precedent to Seller's obligation to Broker as herein provided.~~

If Broker prevails in any action brought to obtain payment of the Compensation, Broker shall also be entitled to recover in such action Broker's reasonable attorney's fees and court costs.

If a deposit made on any contract of sale or other transfer of the Property is forfeited to Seller, or if all or part of the deposit is received by Seller as a settlement made by and between Seller and buyer, \$ _____ or 50% % of the amount forfeited or received as settlement shall be paid to Broker for Broker's services, but in no event shall the amount exceed an amount equal to the full Compensation specified herein.

Seller shall have no obligation to pay the Compensation to Broker if the Property is listed by any other licensed real estate broker following the expiration of this Agreement, or any extension thereof, or following the termination of this Agreement as herein provided, unless such termination by Seller is for the purpose of avoiding the obligation of Seller to pay the Compensation to Broker.

15. AUTHORITY TO COOPERATE WITH OTHER BROKERS: Broker shall be entitled to cooperate with other brokers as subagents of Broker ("Subagents") and/or brokers retained by prospective buyers to represent buyer's interests ("Buyer Agents"). Seller consents to Broker's cooperation and fee sharing with Subagents or Buyer Agents (collectively "Cooperating Brokers"). Broker shall pay to any Subagent, who has earned and is entitled to share in the Fee, \$ _____ or 2.500 % of the Sales Price, plus _____ (_____) month(s) ground rent, if any. Broker shall pay to any Buyer Agent who has earned and is entitled to share in the Fee \$ _____ or 2.500 % of the Sales Price, plus _____ (_____) month(s) ground rent, if any.

16. MINISTERIAL ACTS: Seller hereby consents to and authorizes Broker and Broker's agents, whether acting as subagents or Buyer's Agents, to provide ministerial acts as defined by law on behalf of Seller to third persons in connection with the sale of the Property.

17. DEPOSIT HELD BY ESCROW AGENT: Seller is advised that an escrow agent, other than a Maryland licensed Real estate broker, is not subject to the same legal requirements that Maryland licensed real estate brokers are under the Maryland Real Estate Brokers Act concerning the holding and the release of deposit monies. There are no legal requirements for a non-broker escrow agent concerning how and where such deposit monies are to be held or when and under what circumstances a deposit can be released. If the deposit is going to be held by a third party other than by a Maryland licensed real estate broker involved in the transaction, the parties should ensure that a separate written escrow agreement, binding upon the parties and the escrow agent and which provides clear instructions regarding the placement of the deposit the release of the deposit and the rights of the parties and the escrow agent, is signed by all parties.

18. SMOKE ALARM NOTICE: Seller is hereby notified of changes in Maryland law regarding smoke alarms and smoke detectors (Section 9-101 et seq. of the Public Safety Article, Annotated Code of Maryland). The type of smoke alarm required in a dwelling depends upon the age of the property. As of January 1, 2018, among other changes, no alarm—battery powered or hard-wired—may be older than 10 years from the date of manufacture, and if battery powered, be sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries. There are penalties for non-compliance. Additionally, some jurisdictions have more stringent rules for new construction or for rentals. Seller is advised to verify compliance with the city or county in which the Property is located. Seller may view the smoke alarm requirements at: <http://mgaleg.maryland.gov/webmgafirmStatutesText.aspx?article=9ps§ion=9-101&ext=html&session=2020RS>.

Seller acknowledges that Seller has read and understands the provisions of Paragraph 18. (Seller to initial):
_____/_____

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Exclusive Right to Sell Residential Brokerage Agreement

19. LEAD-BASED PAINT:

A. LEAD-BASED PAINT HAZARD: Seller acknowledges that the Property, if constructed before 1978, is subject to Federal law (Title X) as to the presence of lead-based paint and/or lead-based paint hazards.

Seller represents and warrants to Broker, Broker's agents and cooperating brokers/agents, intending that they rely upon such warranty and representation, that the Property was constructed: (*Seller to initial one*):

____ / ____ prior to 1978;

OR ____ / ____ during or after 1978;

OR ____ / ____ Seller is uncertain as to the date of construction.

If Seller is uncertain as to the date the Property was constructed, Seller agrees that, for the purpose of the sale contemplated by this Agreement, the Property will be treated as though it had been constructed prior to 1978. If Title X applies to the Property, Seller agrees to comply fully with the requirements as set forth in the EPA and HUD Real Estate Notification and Disclosure Rule. Accordingly, if applicable, Seller is required to disclose to buyer, based upon Seller's actual knowledge, all known lead-based paint hazards in the Property and provide buyer with any available reports in Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. Additionally, the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards shall be attached and made a part of the Contract of Sale. For detailed information regarding the EPA and HUD Real Estate Notification and Disclosure Rule, Seller should visit:

<https://www.epa.gov/lead/epa-and-hud-real-estate-notification-and-disclosure-rule-questions-and-answers>.

B. RENOVATION, REPAIR AND PAINTING OF PROPERTY: In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of paint per room for interior projects; more than 20 square feet of paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP.

A Seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a Seller who personally performs Covered Work on the Seller's principal residence. However, Seller has the ultimate responsibility for the safety of Seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

Seller acknowledges that Seller has read and understands the provisions of Paragraph 19.B.

(*Seller to initial*): ____ / ____

20. NOTICE REGARDING DISCLOSURE OF DEFERRED WATER AND SEWER ASSESSMENTS: Pursuant to Section 14-117(a)(5) of the Real Property Article of the Annotated Code of Maryland, a contract for the resale of residential real property that is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration shall contain a notice disclosing information about the deferred water and sewer charges. **If a Seller subject to this law fails to comply:**

- (a) **Prior to settlement, Buyer is entitled to rescind in writing the sales contract without penalty or liability. On rescission, Buyer is also entitled to the full return of any deposits made on account of the sales contract. If any deposits are held in trust by a licensed real estate broker, the return of the deposits to a Buyer under this law shall comply with the procedures under § 17-505 of the Business Occupations and Professions Article of the Annotated Code of Maryland. The right of rescission shall terminate five days after Seller provides to Buyer written notice in accordance with this requirement; and**
- (b) **After settlement, Seller shall be liable to Buyer for the full amount of any fee or assessment not disclosed, unless Seller was never charged a fee or assessment to defray the costs of public water or wastewater facilities by the developer, a successor of the developer, or a subsequent assignee.**

This law does *not* apply in a county that has adopted a disclosure requirement that is substantially similar to this law. (If the Property is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration, Seller to complete Notice & Disclosure of Deferred Water and Sewer Charges.)

Seller acknowledges that the Property is (*Seller to initial one*): ____ / ____ **OR** is not ____ / ____ served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration.

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- Exclusive Right to Sell Residential Brokerage Agreement
- _____ 1. The Property **IS NOT** subject to one or more Conservation Easement(s) or other restrictions limiting or affecting uses of the Property; **OR**
- _____ 2. The Property **IS** subject to one or more Conservation Easement(s) or other restrictions limiting or affecting uses of the Property, as follows: *(Seller to check applicable Conservation Easement(s))*
- _____ Maryland Environmental Trust
 - _____ Maryland Historical Trust
 - _____ Maryland Agricultural Land Preservation Trust
 - _____ Maryland Department of Natural Resources
 - _____ A County or Municipal Corporation, funded by the Maryland Department of Natural Resources, the Rural Legacy Program, or a local Agricultural Preservation Program
 - _____ Land Trust
 - _____ Required by a permit issued by the Department of the Environment

If paragraph B.2. is initialed by Seller, Seller _____ has **OR** _____ has not (check one) provided a copy of the Conservation Easement(s) to Broker, and Seller acknowledges that it is Seller's sole obligation to obtain and deliver copies of the Conservation Easement(s) to buyer.

26. INSURABILITY: An informational brochure published by the Maryland Association of REALTORS®, Inc. titled "The New Reality of Property Insurance - What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property.

27. FLOOD DISCLOSURE NOTICE: Seller is advised that the Property or part of the Property may be located in an area established by the government as a "flood plain" or otherwise in an area where flood insurance could be required. The National Flood Insurance Program ("NFIP") establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the NFIP, those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance. As a result, premiums paid for flood insurance on the Property may not be indicative of premiums that will apply after the Property is purchased. Also, the State of Maryland in conjunction with the Federal Emergency Management Agency has been systematically updating flood insurance rate maps. The Property may be affected.

28. MARYLAND NON-RESIDENT SELLER: Seller acknowledges, pursuant to Section 10-912 of the Tax-General Article, Annotated Code of Maryland, that if Seller is: 1) a non-resident individual of the State of Maryland or is 2) a non-resident entity which is not formed under the laws of the State of Maryland and is not qualified by or registered with the Maryland State Department of Assessments and Taxation to do business in the State of Maryland, the deed or other instrument of writing that effects a change of ownership to the Property may not be recorded with the clerk of the court for a county or filed with the Maryland State Department of Assessments and Taxation unless payment is first made by the Seller in an amount equal to

- a) 7.5% of the total payment to a non-resident Seller; **OR**
- b) 8.25% of the total payment to a non-resident entity;

(NOTE: The amount of the payment for a non-resident individual is subject to adjustment on a recurring basis by the Comptroller of Maryland. The amount of the payment for a non-resident entity is subject, from time to time, to change by an Act of the Maryland General Assembly. Seller acknowledges that the amount(s) as set forth in a) and b) above may be greater or lesser than the actual amount(s) due by Seller at time of settlement.

UNLESS each Seller:

- 1. Certifies, in writing, under the penalties of perjury, that the Seller is a resident of the State of Maryland or is a resident entity of the State of Maryland; **OR**
- 2. Presents to the clerk of the circuit court for a county or the Maryland State Department of Assessments and Taxation a certificate issued by the Comptroller of the State of Maryland stating that: i) there is no tax due in connection with the sale or exchange of the Property; or ii) a reduced amount of tax is due from the Seller and the reduced amount is collected by the clerk of the circuit court for a county or the Maryland Department of Assessments and Taxation before recording or filing; **(NOTE: If Seller intends to obtain a certificate from**

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Exclusive Right to Sell Residential Brokerage Agreement

the Comptroller's office, Seller should immediately contact the Comptroller at 1-800-MDTAXES. Obtaining the certificate requires a MINIMUM of three (3) weeks); **OR**

3. Has satisfied the tax liability or has provided adequate security to cover such liability; **OR**

4. Certifies, in writing, under the penalties of perjury, that the Property being transferred is the Seller's principal residence.

As defined under Maryland law and as used in a) and b) above, the term "total payment" means the net proceeds paid to the Seller for the Property and associated tangible personal property, less: 1) debts owed by the Seller and secured by a mortgage or other lien against the Property being paid upon the sale or exchange of the Property and 2) other expenses of the Seller arising out of the sale or exchange of the Property and disclosed on a settlement statement prepared in connection with the sale or exchange of the Property. "Total payment" includes the fair market value of any property transferred to the Seller.

29. FOREIGN INVESTMENT TAXES - FIRPTA (Foreign Investment in Real Property Tax Act): Section 1445 of the United States Internal Revenue Code of 1986 and applicable Treasury Department regulations adopted thereunder (the "Act") provide that a buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price under certain circumstances. Seller agrees to comply with the Internal Revenue Service reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to the appropriate party a certificate indicating whether Seller is a foreign person or non-resident alien under the Act.

30. FHA LOAN NOTICE: If the current loan on the property is insured by the Federal Housing Administration, the loan shall be paid in full at settlement in accordance with FHA rules and regulations.

31. LEGAL CONSTRUCTION: This Agreement is binding upon the parties hereto, and their personal representatives, successors, heirs and assigns. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each. This Agreement contains the entire Agreement of the parties and cannot be changed except by the written agreement of the parties hereto. Seller warrants that there are no other existing agreements or conditions other than as set forth herein. This is a legally binding Agreement; if not understood, seek competent legal, tax or other professional advice. Seller has not relied upon any statement or representation of Broker except as set forth in this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland.

32. ADDENDA: The Addenda marked below, which are hereby attached, are made a part of this Agreement.

- Consent for Dual Agency
- Disclosure of Licensee/Employee Status
- Federal Lead-Based Paint Disclosure
- Financial Condition of Property Disclosure
- Inclusions/Exclusions
- Lock Box
- Maryland Lead Poisoning Prevention Program Disclosure
- Maryland Residential Property Disclosure/Disclaimer Statement
- Other Addenda/Special Conditions: Electronic Signature Addendum, smoke alarm notice
- Maryland Non-Resident Seller Transfer Withholding Tax Addendum
- Notice & Disclosure of Deferred Water and Sewer Charges
- Protect Your Family from Lead in Your Home

RECEIPT OF COPY: Seller acknowledges receipt of a copy of this Agreement at time of signing hereof.

_____ Seller		_____ Date		J&B Real Estate, Inc	
The Town of Emmitsburg				Broker (Company Name)	
_____ Seller		_____ Date		DocuSigned by: <i>Cynthia Grimes</i> 10/30/2019	
				Broker or Authorized Representative	
				Date	

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NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW

ADDENDUM dated _____ to the Contract of Sale between Buyer _____ and Seller The Town of Emmitsburg for Property known as 140 S Seton Ave, Emmitsburg, MD 21727-9214.

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER:**

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
 - (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
 - (ii) Insulation;
 - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
 - (iv) Plumbing, electrical, heating, and air conditioning systems;
 - (v) Infestation of wood-destroying insects;
 - (vi) Land use matters;
 - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
 - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
 - (ix) Whether the required permits were obtained for any improvements made to the property;
 - (x) Whether the smoke alarms:
 - 1. will provide an alarm in the event of a power outage;
 - 2. are over 10 years old; and
 - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
 - (xi) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

"Latent defects" under Section 10-702 means material defects in real property or an improvement to real property that:

- (i) A buyer would not reasonably be expected to ascertain or observe by a careful visual inspection, and
- (ii) Would pose a threat to the health or safety of the buyer or an occupant of the property, including a tenant or invitee of the buyer;

OR

- (B) A written disclaimer statement providing that:
 - (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
 - (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

 Buyer _____ / _____

Seller _____ / _____ 

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At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent.

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

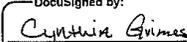
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

Buyer's Signature	Date	Seller's Signature The Town of Emmitsburg	Date
Buyer's Signature	Date	Seller's Signature	Date
Agent's Signature	Date	DocuSigned by:  Agent's Signature Cindy Grimes	10/30/2019 Date

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 140 S Seton Ave, Emmitsburg, MD 21727-9214

Legal Description: _____

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the seller of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the seller. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential real property:
 - A. that has never been occupied; or
 - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
 - (i) the purchaser; or
 - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO SELLERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

How long have you owned the property? _____

Property System: Water, Sewage, Heating & Air Conditioning (Answer all that apply)

Water Supply Public Well Other _____

Sewage Disposal Public Septic System approved for _____ (# of bedrooms) **Other Type** _____

Garbage Disposal Yes No

Dishwasher Yes No

Heating Oil Natural Gas Electric Heat Pump Age _____ Other _____

Air Conditioning Oil Natural Gas Electric Heat Pump Age _____ Other _____

Hot Water Oil Natural Gas Electric Capacity _____ Age _____ Other _____

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Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? Yes No Unknown
Comments: _____

2. Basement: Any leaks or evidence of moisture? Yes No Unknown Does Not Apply
Comments: _____

3. Roof: Any leaks or evidence of moisture? Yes No Unknown
Type of Roof: _____ Age _____
Comments: _____
Is there any existing fire retardant treated plywood? Yes No Unknown
Comments: _____

4. Other Structural Systems, including exterior walls and floors:
Comments: _____
Any defects (structural or otherwise)? Yes No Unknown
Comments: _____

5. Plumbing system: Is the system in operating condition? Yes No Unknown
Comments: _____

6. Heating Systems: Is heat supplied to all finished rooms? Yes No Unknown
Comments: _____
Is the system in operating condition? Yes No Unknown
Comments: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? Yes No Unknown Does Not Apply
Comments: _____
Is the system in operating condition? Yes No Unknown Does Not Apply
Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
 Yes No Unknown
Comments: _____

8A. Will the smoke alarms provide an alarm in the event of a power outage? Yes No
Are the smoke alarms over 10 years old? Yes No
If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? Yes No
Comments: _____

9. Septic Systems: Is the septic system functioning properly? Yes No Unknown Does Not Apply
When was the system last pumped? Date _____ Unknown
Comments: _____

10. Water Supply: Any problem with water supply? Yes No Unknown
Comments: _____
Home water treatment system: Yes No Unknown
Comments: _____
Fire sprinkler system: Yes No Unknown Does Not Apply
Comments: _____
Are the systems in operating condition? Yes No Unknown
Comments: _____

11. Insulation:
In exterior walls? Yes No Unknown
In ceiling/attic? Yes No Unknown
In any other areas? Yes No Where? _____
Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
 Yes No Unknown
Comments: _____
Are gutters and downspouts in good repair? Yes No Unknown
Comments: _____

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13. Wood-destroying insects: Any infestation and/or prior damage? Yes No Unknown

Comments: _____

Any treatments or repairs? Yes No Unknown

Any warranties? Yes No Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property? Yes No Unknown

If yes, specify below

Comments: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

Yes No Unknown

Comments: _____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property? Yes No Unknown

If yes, specify below

Comments: _____

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? Yes No Does Not Apply Unknown

Comments: _____

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? Yes No Unknown If yes, specify below

Comments: _____

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

Yes No Unknown If yes, specify below

Comments: _____

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

Yes No Unknown

Comments: _____

NOTE: Seller(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The seller(s) acknowledge having carefully examined this statement, including any comments, and verify that it is complete and accurate as of the date signed. The seller(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Seller(s) _____ Date _____

The Town of Emmitsburg

Seller(s) _____ Date _____

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Purchaser _____ Date _____

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MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO SELLER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned seller(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
 - (i) the purchaser; or
 - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

Does the seller(s) have actual knowledge of any latent defects? Yes No If yes, specify:

Seller _____ Date _____
 Seller The Town of Emmitsburg _____ Date _____

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____
 Purchaser _____ Date _____

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STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

(In this form, the word "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease")

When Dual Agency May Occur

The possibility of Dual Agency arises when:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

Important Considerations Before Making a Decision About Dual Agency

A broker or broker's designee, acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the buyer has previously signed Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") shall assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.
2. **Refuse to consent to dual agency.** If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer's agreement is terminated, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different broker/company.

1 of 2

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Duties of a Dual Agent and Intra-Company Agent

Like other agents, unless the client gives consent to disclose the information, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations. For example, without written consent of the client, a dual agent or intra-company agent may not disclose to the other party, or the other party's agent:

- 1) Anything the client asks to be kept confidential; *
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

* Dual agents and intra-company agents must disclose material facts about a property to all parties.

How Dual Agents Are Paid

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.

Consent for Dual Agency

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I **refuse** to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby **consent** to have

_____ **J&B Real Estate, Inc.** _____ act as a Dual Agent for me as the
(Firm Name)
140 S Seton Ave

Seller in the sale of the property at: **Emmitsburg, MD 21727-9214**

Buyer in the purchase of a property listed for sale with the above-referenced broker.

Signature _____ Date _____ Signature _____ Date _____

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

- The undersigned **Buyer(s)** hereby affirm(s) consent to dual agency for the following property:

140 S Seton Ave, Emmitsburg, MD 21727-9214
Property Address

Signature _____ Date _____ Signature _____ Date _____

- The undersigned **Seller(s)** hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s)

Signature _____ Date _____ Signature _____ Date _____

The Town of Emmitsburg

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SMOKE ALARM LAWS

2018





AS OF JANUARY 1, 2018 - MARYLAND LAW REQUIRES:

IF BATTERY OPERATED ONLY, ALARM MUST:

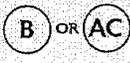
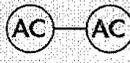
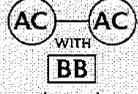
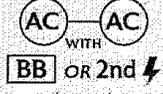
- Be powered by 10-year sealed battery
- Have a silence/hush feature

IF HARDWIRED ALTERNATING CURRENT (AC) ALARM:

- May NOT be older than 10 years from the date of manufacture*

ONE ALARM MUST BE LOCATED ON EACH LEVEL OF THE DWELLING INCLUDING THE BASEMENT

NOTE: REGARDLESS OF WHEN BUILT, battery operated only alarms must be powered by 10-year sealed batteries, and no unit, whether battery operated or AC, may be older than 10 years. Types of alarms found in homes have changed over time based on requirements at the time of construction.

BUILT BEFORE 7/1/75	BUILT BETWEEN 7/1/75 - 1/1/89	BUILT BETWEEN 1/1/89 - 7/1/90	BUILT BETWEEN 7/1/90 - 7/1/13	BUILT AFTER 7/1/13
				
Located: Each hallway outside bedroom(s)	Located: Each hallway outside bedroom(s)	Located: Each hallway outside bedroom(s)	Located: Each hallway outside bedroom(s)	Located: Each hallway outside bedroom(s) AND in each bedroom

BE AWARE!

KEY

- Hardwired AC Alarms must be replaced with hardwired alarms of the same type.
- Additional alarms required as of January 1, 2018 (such as in basement) may be battery operated if they are 10-year sealed battery alarms with a silence/hush button feature.
- A seller who fails to comply with the law is subject to a fine, imprisonment, or both.
- As required by law, any information about alarms that is shared with a REALTOR® is considered a material fact that must be disclosed to all parties.

*NOTE: Date of manufacture will be marked on back of smoke alarm. If no date is printed on device, it should not be used.

-  B: Battery powered alarm
-  AC: Alarm powered by alternating current (hardwired)
-  AC-AC: Hardwired interconnected alarm.
-  BB: Battery Backup
-  2nd ⚡: Alternate secondary power source (i.e. WiFi or Radio Frequency)

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**Authorization and Agreement to Negotiate Contract/Lease
And Conduct Transaction Electronically**



The Contract of Sale/Lease dated _____, Address 140 S Seton Ave,
City Emmitsburg, State MD Zip 21727-9214
Between Seller/Landlord The Town of Emmitsburg

And Buyer/Tenant _____

_____ is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract/Lease.

In accordance with the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act, or "E-Sign" ("The Act"), and other applicable state or local legislation regarding Electronic Signatures and Transactions, **the undersigned do hereby expressly authorize and agree to the use of electronic signatures ("E-sigs") as an additional method of signing and/or initialing this Contract/Lease.**

In the event a third party to the transaction completed by this Contract/Lease (Lender, Title, Insurer, Hazard Insurance Company, etc.) requires that the Agreement be executed with handwritten signature(s), the parties mutually agree to re-execute the documents comprising the Contract/Lease with handwritten signatures in a timely manner. The Buyer and Seller are advised to confirm the acceptance of the use of E-Sigs with third parties in advance.

Seller's Signature/Date
The Town of Emmitsburg

Buyer's Signature/Date

Seller's Signature/Date

Buyer's Signature/Date



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LOCK BOX ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT
OR
EXCLUSIVE RIGHT TO LEASE RESIDENTIAL BROKERAGE AGREEMENT

ADDENDUM dated November 5, 2019 to Exclusive Right to Sell Residential Brokerage Agreement or Exclusive Right to Lease Residential Brokerage Agreement between Seller or Lessor (Collectively referenced herein as Seller") The Town of Emmitsburg

and Broker J&B Real Estate, Inc Cindy Grimes

140 S Seton Ave
for Property known as Emmitsburg, MD 21727-9214

1. Upon execution of this Agreement, Broker will place or cause to be placed a lock box on Seller's Property in which the key to Seller's Property will be stored. Seller authorizes Broker to place a lock box on Seller's Property, and authorizes Broker, their agents, subagents and employees, licensed or certified appraisers, and other authorized users of the lock box services to access Seller's Property during the term of this Agreement. Seller, upon written notice to Broker, at any time, may terminate Broker's authority to place a lock box on the Property.
2. It is understood by Seller that there is a possibility that a person may use the lock box in an unauthorized manner, enter the Property and unlawfully remove personal property or destroy or damage the Property or personal property located therein. Accordingly, Seller agrees as follows:
 - (a) Seller acknowledges that Seller must take all necessary steps to safeguard and/or remove all valuables and other personal property now located in the Property.
 - (b) Seller acknowledges that it is not a requirement of Broker that Seller allow the use of a lock box. However, Seller has elected to use a lock box.
 - (c) If a tenant occupies the Property where the lock box will be placed, Seller acknowledges that Broker may not install the lock box upon the Property unless the Tenant consents to the use of said lock box as evidenced by the signature of the Tenant below.
 - (d) Seller acknowledges that neither the Broker, their agents, subagents and employees, other real estate licensees, licensed or certified appraisers, nor any local Board or Association of REALTORS® or other lock box service provider is an insurer against the loss or damage to Seller's Property, personal property or valuables. Seller acknowledges that Seller has been advised of the need to verify the existence of insurance for loss or damage to real and personal property, or to obtain such insurance through Seller's insurance agent.
3. In consideration of the Agreement of Broker named below to place or cause to be placed a lock box on the Property of the Seller, Seller hereby agrees that Seller shall hold harmless and indemnify Broker, their agents, subagents and employees, or other authorized users of the lock box services, licensed or certified appraisers who access the Property through the lock box, and the applicable REALTOR® board/association, its respective officers, directors, agents, servants and employees (collectively, the "Indemnified Parties"), of and from any liability for loss or damage sustained by Seller or others (except if such loss or damage is caused by any act of misconduct by the Indemnified Parties which is willful, wanton, reckless or amounts to gross negligence) as a result of the installation or use or unauthorized use of said lock box by anyone on the Property of Seller. Seller does hereby expressly assume all risks of loss or damage to the above described Property and its furnishings, personal property and contents, if any, including any and all loss or damage which may be caused by the unauthorized use of the lock box (except if such loss or damage is caused by any act of misconduct by the indemnified Parties which is willful, wanton, reckless or amounts to gross negligence).



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Lock Box Addendum to Exclusive Right to Sell or Lease Residential Brokerage Agreement

4. This Lock Box Addendum constitutes the sole agreement between the parties with respect to placing a lockbox on the Property. If for any reason any of the terms of this Addendum shall be deemed by a court of competent jurisdiction to be unenforceable, this Addendum will continue in full force and effect and the unenforceable terms and conditions shall be deemed modified to the extent necessary to make those terms and conditions enforceable. This Addendum shall be governed by, and construed and enforced in accordance with the laws of the State of Maryland.

5. Receipt of a copy of this Addendum is hereby acknowledged by Seller.

_____ Seller/Landlord The Town of Emmitsburg	_____ Date	J&B Real Estate, Inc _____ Broker (Company Name)
_____ Seller/Landlord	_____ Date	DocuSigned by: <i>Cynthia Grimes</i> 10/30/2019 _____ Broker or Authorized Representative Cindy Grimes

TENANT: The Tenant and Seller have discussed the safeguarding and insuring, during the listing period, of personal property and valuables located within said Property. The undersigned Tenant has read and agrees to the above provisions and consents to placement of a lock box on the Property and agrees to be bound personally to the terms and conditions of this Agreement.

Receipt of a copy hereby acknowledged by Tenant.

_____ Tenant	_____ Date
_____ Tenant	_____ Date

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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

140 S Seton Ave
Property Address: Emmitsburg, MD 21727-9214

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): _____ / _____ housing was constructed prior to 1978 OR _____ / _____ date of construction is uncertain.

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-based paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
 - (i) _____ / _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

 - (ii) _____ / _____ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (initial (i) or (ii) below):
 - (i) _____ / _____ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

 - (ii) _____ / _____ Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

- (c) _____ / _____ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.
- (d) _____ / _____ Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.
- (e) Buyer has (initial (i) or (ii) below):
 - (i) _____ / _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - (ii) _____ / _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) CG Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller/Landlord	Date	Buyer/Tenant	Date
The Town of Emmitsburg			
Seller/Landlord	Date	Buyer/Tenant	Date
DocuSigned by: <u>Cynthia Grimes</u>	10/30/2019		
Seller's/Landlord's Agent	Date	Buyer's/Tenant's Agent	Date
Cynthia Grimes			



10/17



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J&B Real Estate, Inc., 13 1/2 Water Street Thurmont MD 21788 Phone: 301-788-5354 Fax: 301.271.4087 140 S Seton Ave
Cynthia Grimes Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

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AS IS ADDENDUM

ADDENDUM dated _____ to Contract of Sale
between Buyer _____
and Seller The Town of Emmitsburg
for Property known as 140 S Seton Ave, Emmitsburg, MD 21727-9214

The following provisions are included in and supersede any conflicting language in the Contract.

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Seller makes no warranty, express or implied, as to the condition of the Property or any equipment or system contained therein. Seller agrees to comply with Section 10-702 of the Real Property Article of the Annotated Code of Maryland if applicable (*Residential Property Disclosure and Disclaimer*). **The parties agree that all paragraphs in the Contract pertaining to property condition (Paragraph 22) and wood destroying insects (Paragraph 19) are hereby deleted from the Contract except that Buyer retains the right to walk through the Property within five (5) days prior to settlement.**

Buyer and Seller agree to initial only one of the following:

A. "AS IS" WITHOUT INSPECTION(S)

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance without any inspection(s) or contingencies regarding the condition of the Property.

B. "AS IS" WITH INSPECTION(S) AND RIGHT TO TERMINATE

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Buyer, at Buyer's expense, may have the Property inspected. In the event Buyer is dissatisfied with the results of any inspection(s), Buyer, upon written notice to Seller given within **10** Days from the Date of Contract Acceptance, shall have the unconditional right to terminate the Contract. If Buyer elects to terminate the Contract, the Contract shall become null and void, and Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract. If Buyer fails to have inspection(s) performed or fails to submit written notice of termination within the time period specified, Buyer shall have no right thereafter to terminate the Contract and the Contract shall remain in full force and effect.

Seller shall make the Property accessible for such inspection(s) and shall have utilities in service at the time of the inspection. Neither Buyer, nor any agent or contractor(s) of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection(s). If the Property is part of a condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of any inspection(s).

If Buyer or Buyer's agents or contractors damage the Property during any inspection(s), Buyer shall be responsible for all costs incurred in correcting such damage. Buyer's responsibility for all costs incurred in correcting any damage shall survive termination of the Contract.

All other terms and conditions of the Contract of Sale remain in full force and effect.

Buyer Signature Date

Seller Signature
The Town of Emmitsburg Date

Buyer Signature Date

Seller Signature Date



10/17



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FREDERICK COUNTY NOTICES AND DISCLOSURES

This disclosure statement is attached to and hereby made a part of the Contract dated February 11, 2019 between _____ (Buyer(s)) and The Town of Emmitsburg (Seller(s)) for the property located in the County of Frederick, State of Maryland, described as 140 S Seton Ave, Emmitsburg, MD 21727-9214 (the "Property").

1. **MASTER PLANS AND ZONING ORDINANCES:** Buyers have the right to review any applicable master plans and zoning ordinances, including but not limited to: Frederick Municipal Airport Overlay Zone, Historic Preservation Overlay District, National Register of Historic Places, Livable Frederick Master Plan, Carroll Creek Overlay District, and Monocacy Scenic River Management Plan, or other maps and information relating to planned land uses, roads, highways and the location of parks and other public facilities affecting the property. This information may be found online or at most local, county or state offices such as Parks and Recreation, Planning and Zoning, etc.
2. **FREDERICK COUNTY RIGHT TO FARM ORDINANCE NO. 96-23-175:** FREDERICK COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Frederick County Right to Farm Ordinance) WITHIN THE COUNTY. Buyer(s) may be subject to inconveniences or discomforts arising from such operations, including but not limited to: noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Frederick County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural management practices. Frederick County has established a Agricultural Reconciliation Committee to assist in the resolution of disputes which might arise between persons in this County regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well-being and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have any question concerning this policy or the Reconciliation Committee, please contact the Frederick County Planning Department.
3. **SPECIAL TAXING DISTRICT OR COMMUNITY DEVELOPMENT AUTHORITY (CDA):** The property may be part of a Special Taxing District or Community Development Authority (CDA). There are Special Taxing Districts and CDAs in Frederick County, including but not limited to: Lake Linganore CDA, Urbana CDA, Brunswick Crossing, Lake Linganore-Oakdale CDA, Jefferson Tech Park, and others. For the most accurate and up-to-date information, please contact MuniCap, Inc. at (443) 539-4101.

If this sale is subject to a tax or fee of a Special Taxing District or CDA, State law requires that the seller disclose to the buyer at or before the time the contract is entered into, or within 20 calendar days after entering into the contract, certain information concerning the property being purchased. The content of the information to be disclosed is set forth in §10-704 of the Real Property Article of the Maryland Annotated Code and includes the amount of the current annual tax or fee, the number of years remaining for the tax or fee, and a statement of whether any tax or fee against the property is delinquent.

- The amount of the current annual tax or fee of the Special Taxing District or Community Development Authority on the property is \$ _____.
- The number of years remaining for the tax or fee of the Special Taxing District or Community Development Authority on the property is _____.
- Any tax or fee of the Special Taxing District or Community Development Authority against the property is delinquent or is not delinquent.

SELLER _____ DATE _____ BUYER _____ DATE _____
The Town of Emmitsburg

SELLER _____ DATE _____ BUYER _____ DATE _____



Updated April 2019
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**INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO
EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT**
For the sole purpose of assisting the agent in preparing an offer and
is not to be part of the Contract of Sale

ADDENDUM dated November 5, 2019 to Exclusive Right to Sell Residential Brokerage Agreement
between Seller(s) The Town of Emmitsburg
and Broker J&B Real Estate, Inc Cindy Grimes
140 S Seton Ave
for Property known as Emmitsburg, MD 21727-9214

INCLUSIONS/EXCLUSIONS: Seller intends for these items marked below to be included in the sale of the property unless otherwise negotiated:

- | | | | |
|---|--|---|--|
| INCLUDED | INCLUDED | INCLUDED | INCLUDED |
| <input type="checkbox"/> Alarm System | <input type="checkbox"/> Exist. W/W Carpet | <input type="checkbox"/> w/ice maker | <input type="checkbox"/> Water Filter |
| <input type="checkbox"/> Built-in Microwave | <input type="checkbox"/> Fireplace Screen/Doors | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Water Softener |
| <input type="checkbox"/> Ceiling Fan(s) # _____ | <input type="checkbox"/> Freezer | <input type="checkbox"/> Screens | <input type="checkbox"/> Window A/C Unit(s)
_____ |
| <input type="checkbox"/> Central Vacuum | <input type="checkbox"/> Furnace Humidifier | <input type="checkbox"/> Shades/Blinds | <input type="checkbox"/> Window Fan(s)
_____ |
| <input type="checkbox"/> Clothes Dryer | <input type="checkbox"/> Garage Opener(s) # _____
w/remote(s) # _____ | <input type="checkbox"/> Storage Shed(s) # _____ | <input type="checkbox"/> Wood Stove |
| <input type="checkbox"/> Clothes Washer | <input type="checkbox"/> Garbage Disposer | <input type="checkbox"/> Storm Doors | |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> Hot Tub, Equip. & Cover | <input type="checkbox"/> Storm Windows | |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Intercom | <input type="checkbox"/> Stove or Range | |
| <input type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Playground Equipment | <input type="checkbox"/> T.V. Antenna | |
| <input type="checkbox"/> Draperies/Curtains | <input type="checkbox"/> Pool, Equip. & Cover | <input type="checkbox"/> Trash Compactor | |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Refrigerator(s) # _____ | <input type="checkbox"/> Wall Mount T.V. Brackets | |
| <input type="checkbox"/> Exhaust Fan(s) # _____ | | <input type="checkbox"/> Wall Oven(s) # _____ | |

ADDITIONAL INCLUSIONS (Specify): _____

EXCLUSIONS (Specify): _____

LEASED ITEMS: FUEL TANKS, SOLAR PANELS AND OTHER ITEMS: Seller's intentions with regard to any leased items are as follows: _____

UTILITIES: WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)

- Water Supply: Public Well
 Sewage Disposal: Public Septic
 Heating: Oil Gas Elec. Heat Pump Other _____
 Hot Water: Oil Gas Elec. Other _____
 Air Conditioning: Gas Elec. Other _____

Seller The Town of Emmitsburg Date _____ Seller _____ Date _____



10/19



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J&B Real Estate, Inc., 13 1/2 Water Street Thurmont MD 21788
Cynthia Grimes

Phone: 301-788-5354

Fax: 301.271.4087

148 S Seton Ave

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SELLER'S ESTIMATED CLOSING COSTS

Prepared By: _____
Property Address: **140 S Seton Ave, Emmitsburg, MD 21727-9214**

	Option 1	Option 2	Option 3	Option 4
SALE PRICE:	160,000.00			
Closing Cost Credit to Buyer				
Payoff of 1st Mortgage				
Payoff of 2nd Mortgage/Home Equity Line of Credit				
Additional Mortgage/Lien Payoff				
Commission	8,000.00			
Additional Commission/Broker Fee				
*State Transfer Tax (Seller's Portion)	400.00			
*State Recordation Tax (Seller's Portion)	960.00			
*Local Transfer Tax (Seller's Portion)				
Settlement Fee/Deed Preparation Fee	400.00			
Lien Release/Payoff Service Fees	150.00			
Final Water & Sewer Payments	400.00			
Outstanding Property Taxes				
Outstanding HOA/Condo Association Dues				
HOA/Condo Association Resale Package				
Home Warranty				
Seller-Paid FHA/VA Fees				
Termite Inspection				
Well/Septic Inspection				
Repairs				
OTHER:				
ESTIMATED NET TO/FROM SELLER:	149,690.00			

*Information may be obtained from Maryland State Department of Assessments and Taxation at www.dat.state.md.us/sdatweb/transfer.html.

The amounts shown above are **estimates** of typical closing costs for the sale of a residential property in Frederick County, Maryland, and are not guaranteed by the broker or agent. Closing costs may vary and are subject to change. Should you owe money at closing, you will be required to have certified funds (cashier's check or bank wire) for payment of the final amount due.

Acknowledgement of receipt:

Seller The Town of Emmitsburg	Date	Seller	Date

Updated November 2011

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J&B Real Estate, Inc., 13 1/2 Water Street Thurmont MD 21788 Phone: 301-788-5354 Fax: 301.271.4087 140 S Seton Ave
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- AGENDA ITEM #5. For consideration, the Board of Commissioners Will Determine if Town Code 17.20.090 (Commercial District Buffer) is Necessary and if the Proposed Sign Designs Are Appropriate as it Relates to 600 East Main St. Extended as Requested During the Rezoning Process on October 1, 2018:** Presentation at meeting by town staff.

BACKGROUND

At their October 1, 2018 meeting, the Board of Commissioners approved the rezoning of 600/602 East Main Street Extended from Low-Density Residential (R-1) to Neighborhood Commercial (B-1). They also reserved the right to approve or disapprove future conditions of the property such as signage and fencing. The property has sold and will be commercially occupied (insurance firm); therefore, the Board must review the proposed commercial district buffer and signage and determine if they are appropriate for the area. The neighboring property owner at 12 First Avenue has voiced concerns with the Town's commercial buffer requirement for this property.

The zoning classification of the neighboring property at 514 East Main Street, Creosote Affects (marketing firm), changed from Low Density Residential (R-1) to Neighborhood Commercial (B-1) during the 2015 Comprehensive Plan update. In order to reduce potential noise and light pollution from commercial districts abutting residential districts, the Commissioners unanimously (5-0) adopted Town Code §17.20.090 at their June 15, 2015 meeting. As a result, Creosote Affects and other commercial properties abutting residential districts thus far have installed the required commercial district buffer per Code requirements.

TOWN CODE REQUIREMENT

§17.20.090 – Commercial District Buffer.

Where a commercial zoning district is adjacent to a residential zone, a buffer zone will be provided by the commercial property owner, as follows:

- A. A six-foot tall, solid fence will be installed and maintained along the property boundary abutting the residential zoning district.
- B. Landscaping will be installed and maintained to screen parking areas so as not to be visible from roads within the adjacent residential zoning district.

Exhibit 1



TOWN MAYOR & STAFF RECOMMENDATION

In order to ensure fairness and protect current and future property owners of the Emmitt Gardens neighborhood from potential noise and light pollution, we recommend implementing the requirements of Town Code §17.20.090 as is shown on the above picture. As was approved with the Creosote Affects property, it would be acceptable for the fence to remain 15 feet off the rear property lines.

AGENDA ITEM #6. Free Metered Holiday Parking for Consideration: Presentation at meeting by town staff and Mayor Briggs.

Mayor Briggs & Town Staff Recommendation: For the Holiday Season, free metered parking from Friday, December 13, 2019 through Wednesday, January 2, 2020.

AGENDA ITEM #7. Presentation by Potential Hotel Developer *(for informational purposes only)*: Presentation at meeting by town staff and Mayor Briggs.

M. SET AGENDA FOR NEXT MEETING: DECEMBER 3, 2019

- 1.
- 2.
- 3.
- 4.
- 5.

Administrative Business:

- A.
- B.
- C.
- D.