



# 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 DECEMBER 3, 2019 – 7:30 p.m.**

### **1. CALL TO ORDER**

### **2. PLEDGE OF ALLEGIANCE**

### **3. FUTURE MEETINGS**

*Board Workshop: Monday, December 16, 2019 at 7:30 p.m. (Town Office)*

*Planning Commission Meeting: Tuesday, December 17, 2019 at 7:30 p.m. (Town Office)*

*Town Council Meeting: Monday, January 6, 2020 at 7:30 p.m. (Town Office)*

### **4. MEETING ITEMS**

A. APPROVE MINUTES: NOVEMBER 4, 2019 & NOVEMBER 18, 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:

I. Amendments to Maryland State Archives Record Retention Schedule's M407 and M408, Originally Adopted as Exhibit B and Exhibit C with Resolution 19-03R, for Consideration.

I. CONSENT AGENDA: 5 APPOINTMENTS

J. TREASURER'S REPORT

K. PLANNING COMMISSION REPORT

L. AGENDA ITEMS (DETAILS ATTACHED)

I. Review of the FY2020 MHAA Wayside Exhibits for Consideration.

II. Staff presentation of proposed ordinance 19-07, which amends Town Code Chapter 16.48 - Forest Conservation. Forward amendment to the Planning Commission for review and recommendation for consideration.

III. Staff presentation of proposed ordinance 19-08, which amends Town Code Section 17.20.090 – Buffer Zone Requirements in the B1 Zone. Forward amendment to the Planning Commission for review and recommendation for consideration.

~~IV. 90 Day Moratorium on Small Cell Towers for Consideration. POSTPONED~~

V. Access and Fee Structure for the Emmitsburg Baseball/Softball Fields for Consideration.

VI. Approval of Ordinance 19-10, which approves the sale of 140 South Seton Avenue, for consideration.

M. SET AGENDA FOR NEXT MEETING: JANUARY 6, 2020

### **5. SIGN APPROVED TEXT AMENDMENTS AND/OR RESOLUTIONS**

### **6. ADJOURN**

300A South Seton Avenue • Emmitsburg, Maryland 21727

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**A. APPROVE MINUTES: NOVEMBER 4, 2019**

**MINUTES  
TOWN MEETING  
NOVEMBER 4, 2019  
EMMITSBURG TOWN OFFICE**

**Present:** *Elected Officials* - Mayor Donald Briggs; Commissioners: Clifford Sweeney, President; Timothy O'Donnell, Treasurer and Vice President; Joseph Ritz III; Frank Davis; and T.J. Burns. *Staff Present* - Cathy Willets, Town Manager; Madeline Shaw, Town Clerk; Amy Naill, Parking and Code Enforcement Officer; and Zachary Gulden, Town Planner. *Others Present* - Deputy Jason Ahalt.

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**I. Call to Order**

Commissioner Clifford Sweeney, President of the Board of Commissioners, called the November 4, 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 October 7, 2019 town meeting minutes as presented. Motion by Commissioner O'Donnell, second by Commissioner Davis. Vote: 5 – 0 in favor.

**Police Report:**

Deputy Jason Ahalt presented the police report from October 2019 (exhibit attached). The Board had no questions.

**Town Managers Report:**

Cathy Willets, Town Manager, presented the Town Manager's Report from September 2019 (exhibit in agenda packet). Ms. Willets mentioned a sanitary sewer overflow of approximately 4,500 gallons occurred on October 31, 2019 along North Seton Avenue, Federal Avenue and North Gate due to heavy rains. The overflows were reported to the County and State. Town staff is working on a new American with Disabilities Act (ADA) compliant website that will hopefully be unveiled in either January or February 2020. The new manhole along East Main Street has been installed and the project is now complete.

**Town Planners Report:**

Zachary Gulden, Town Planner, presented the Town Planner's Report from September 2019 (exhibit in agenda packet). Mr. Gulden processed 13 permits, 9 cross-connection permits, continued working on the MDE stream crossing permit and Frederick County logging permit for stand 5 in the town watershed. The logging company should notify the Town of a start date soon. He also submitted the required Forest Conservation General Plan per new State legislation.

**Commissioner Comments:**

- **Commissioner O'Donnell:** He explained the Friends of the Emmitsburg Library is having a fundraiser Saturday and there will be a multi-user trail workday on Sunday. He attended the accessible playground ribbon cutting ceremony, Pembroke Woods homeowners association meeting and the Emmitsburg baseball/softball meeting.
- **Commissioner Ritz III:** He received complaints regarding the hydrant flushing and residents not having enough notice for the brown water that resulted; town staff will try and give more notice in the future.
- **Commissioner Davis:** He held a Emmitsburg baseball/softball meeting on October 24 in which 20 people came. He plans to request an agenda item on Emmitsburg baseball/softball at the December 2019 town meeting. The next public meeting regarding Emmitsburg baseball/softball will occur on December 6 in the town office.
- **Commissioner Burns:** He thanked town staff for planning the accessible playground ribbon cutting ceremony and expressed his gratitude for the support his family received during the loss of a family member.
- **Commissioner Sweeney:** He requested a security camera for the new accessible playground site and additional lighting. He thanked everyone that participated and helped provide the Halloween festivities despite the rain.

**Mayor's Comments:**

Mayor Briggs attended numerous meetings in October 2019 (meetings listed in agenda packet). Mayor Briggs mentioned he met with the wayside exhibit contractors and hopes to bring the drafts of the next four wayside exhibits to the Board for approval at the December town meeting. He also attended the Frederick County MML chapter meeting, Mount St. Mary's 5K for breast cancer and made a presentation to Maryland DOT regarding the possible North Seton Avenue bridge replacement.

**Public Comments:**

None.

**Administrative Business:**

- I. Introduction of New Town Attorney:** Leslie Powell, Town Attorney, introduced herself and her associate Clark Adams. She gave a brief summary of the Open Meetings Act and urged the Board to be careful when engaging in discussions with a quorum outside of an open public meeting. A summary memo on the Act was distributed.
- II. Solar Community Array Presentation by First Energy:** Item postponed; date to be determined.
- III. Proclamation for Municipal Government Works Month November 2019 for Consideration:** Mayor Briggs read the proclamation aloud. There were no questions from the Board. **Motion:** To accept the proclamation as presented. Motion by Commissioner O'Donnell, second by Commissioner Burns. Vote: 5 – 0 in favor.
- IV. Discussion of the Timing/Cycle of the Traffic Lights at the intersection of Seton Avenue / Main Street:** Item postponed; date to be determined.

**Consent Agenda:**

**Motion:** To accept the appointment of Mark Long to the Sustainable Communities Board. Motion by Commissioner Davis, second by Commissioner Ritz III. Vote: 5 – 0 in favor.

**Treasurer's Report:**

Commissioner O'Donnell presented the Treasurer's Report for October 2019 (exhibit in agenda packet). The operating balance forward is \$5,639,428. The Board requested a future agenda item on the solar fields for the new Board members.

**Planning Commission Report:**

Commissioner Ritz III explained the meeting on October 28, 2019 conditionally approved the Dunkin Donuts site plan with a grand opening planned for spring 2020. The next meeting is tentatively scheduled for November 25, 2019.

**II. Agenda Items**

Agenda #1- Bids for Ongoing Sewer Relining Projects in Town for Consideration: Ms. Willets explained town staff has been relining the sewer lines to reduce inflow and infiltration (I&I) and wild water. The proposed bids would lock-in prices for three years. Town staff recommends Mr. Rehab, Inc. for \$35.35 per linear foot for an 8-inch pipe and \$37.80 per linear foot for a 10-inch pipe. For FY2020 town staff would like to reline 1,375 feet of 8-inch pipe and 1,475 feet of 10-inch pipe in the areas of Creekside Drive and behind the Post Office for a total cost of \$107,418.75. Future projects would be brought to the Board.

**Motion:** To accept the bid from Mr. Rehab for the fiscal year 2020 through fiscal year 2022 setting the fee for the 8-inch pipe at \$35.35 and setting the fee for the 10-inch pipe at \$37.80 with the fiscal year 2020 project costing \$107,418.75. Motion by Commissioner O'Donnell, second by Commissioner Burns. Vote: 5 – 0 in favor.

Agenda #2- Social Media Management Policy for Consideration: Ms. Willets explained both herself and the town clerk have attended trainings on the importance of having a social media management policy that sets guidelines for what the Town's social media sites can/cannot be used for to protect the Town. Ms. Willets read over the guidelines and explained Exhibit A would be posted on all Town social media accounts prohibiting comments with hate speech, pornographic content, pure commercial speech, illegal activity, etc. and gives the Town the authority to remove comments in violation of this. The policy also states the social media pages are not monitored 24/7 and comments are subject to the Public Information Act among other items. The town attorney reviewed the policy and did not find any issues.

**Motion:** To accept the policy for social media management. Motion by Commissioner Burns, second by Commissioner Davis. No vote taken. Commissioner O'Donnell requested modification to the policy by reordering the numbers in Exhibit A and removing the word "please" for the number regarding calling 911 for emergencies. Motion withdrawn.

**Motion:** To accept policy number P19-05 the Social Media Guidelines and Commenting Policy as modified. Motion by Commissioner Ritz III, second by Commissioner Davis. Vote: 5 – 0 in favor.

Agenda #3- Approval of the 140 South Seton Avenue Subdivision Process for consideration: Mr. Gulden explained the Town would like to subdivide 140 South Seton Avenue, a 0.479-acre lot, into two lots composed of a single-family dwelling with a small garage (lot one, 0.2274 acres) and a large garage (lot two, 0.2516 acres) the Town would continue

to own and use. Both the Board of Appeals and Planning Commission unanimously approved the change in September 2019. Now Board approval is needed since the property is town owned. The Board had no questions.

**Motion:** To approve the subdivision process of 140 South Seton Avenue. Motion by Commissioner O'Donnell, second by Commissioner Ritz III. Vote: 5 – 0 in favor.

Agenda #4- Approval of the Mayor Entering into a Real Estate Listing Agreement for the Purpose of Selling 140 South Seton Avenue for Consideration: Ms. Willets explained the Town would like to sell the single-family dwelling with a small garage with the use of Cindy Grimes, J&B Real Estate, Inc, for \$160,000. The proposed listing agreement is in the agenda packet. Town staff is requesting the Board give the Mayor authority to negotiate, then bring the final offer to the Board for approval.

**Motion:** To accept the listing and give the Mayor the authority to negotiate for the 140 South Seton Avenue listing. Motion by Commissioner Davis, second by Commissioner O'Donnell. Vote: 5 – 0 in favor.

Agenda #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: Mr. Gulden explained the Board approved the rezoning of the property at the October 1, 2018 town meeting with the right to approve or disapprove future signage, fencing and landscaping conditions. Per Section 17.20.090 of the Town Code, a six-foot tall solid fence and landscaping are required to screen parking areas to adjoining residential properties. *Robert Phelan, 600 East Main Street* - Mr. Phelan explained he purchased the property to grow his insurance agency from the Bollinger Construction Building on Creamery Road to the property at 600 East Main Street. He is willing to provide a fence or landscaping if required by the Code. *Sara Miller, 12 First Avenue* - Ms. Miller explained she is against the solid fence and landscaping requirement because her property backs up to 600 East Main; she wants to property to remain as is. The Board discussed solutions and revisiting the code regarding commercial buffer requirements. The Board decided to table the determination of the type of fencing and landscaping desired for the property.

**Motion:** To table the agenda item. Motion by Commissioner Burns, second by Commissioner Ritz III. Vote: 5 – 0 in favor.

Commissioner Sweeney called a 5-minute recess at 9:40 p.m.

Agenda #6- Free Metered Holiday Parking for Consideration: Town staff recommends free metered parking from December 13, 2019 to January 2, 2020. Any meter payments during this time would be donated to the following: 50% to the Emmitsburg Food Bank, 25% to the Friends of the Emmitsburg Library, 25% to the Lions Club for Heritage Day fireworks.

**Motion:** To approve the holiday metered parking as presented. Motion by Commissioner Davis, second by Commissioner Burns. Vote: 5 – 0 in favor.

Agenda #7- Presentation by Potential Hotel Developer (for Informational Purposes Only): Pradeep Saini, Broker and Realtor, introduced himself. He explained he purchased three acres on the east side of Town. He would like to build a small shopping strip of about 7,000 square feet and a hotel; however, Mr. Saini is concerned with the amount of tap fees he would have to pay for the construction of a hotel. He believes the hotel with a 58% occupancy rate would have a positive impact on the Town's economic growth and requested the Board consider waiving the tap fees for the hotel. Commissioner Sweeney explained the Town is running low on available taps and a new water treatment plant is needed soon to allow for continued Town growth. The Board discussed next steps, new business incentives and how to encourage growth in a fiscally responsible way. The Board would like to hold a workshop to determine next steps, general business incentives, and tap fees. Mr. Saini explained his hotel development is time sensitive as the hotel he would like to build may be built by another with a 10-mile no compete radius. The Board will host a workshop on Monday, November 18, 2019 to discuss general business incentives, tap fees and taxes for future economic growth in Town.

#### **Set Agenda Items for December 3, 2019 Town Meeting**

1. Review of the FY2020 MHAA Wayside Exhibits for Consideration.
2. Staff Presentation of the Town Code 16.48 Forest Conservation Amendment for Consideration.
3. Amendment to Town Code 17.20.090 Buffer Zone Requirements in the B1 Zone for Consideration.
4. 90-Day Moratorium on Small Cell Towers for Consideration.
5. Access and Fee Structure for the Emmitsburg Baseball/Softball Fields for Consideration.

**Consent Agenda:** Appointment of Glenn Blanchard, Sandy Umbel and Steve Starliper to the Parks and Recreation Committee.

**Motion:** To accept the agenda as presented. Motion by Commissioner O'Donnell, second by Commissioner Burns. Vote: 5-0 in favor.

**Motion:** To hold a workshop on November 18, 2019. Motion by Commissioner Davis, second by Commissioner Burns. Vote: 5-0 in favor.

**Motion:** To close the town meeting. Motion by Commissioner Burns, second by Commissioner Ritz III. Vote: 5-0 in favor.

**III. Sign Approved Text Amendments and/or Resolutions**

**IV. Adjournment**

With no further business, the November 4, 2019 town meeting was adjourned at 11:07 p.m.

Respectfully submitted,

Madeline Shaw, Town Clerk  
Minutes Approved On:

**MINUTES  
BOARD WORKSHOP  
NOVEMBER 18, 2019  
EMMITSBURG TOWN OFFICE**

**Present:** *Elected Officials* - Mayor Donald Briggs; Commissioners: Clifford Sweeney, President; Timothy O'Donnell, Treasurer and Vice President; Joseph Ritz III; Frank Davis; and TJ Burns. *Staff Present* - Cathy Willets, Town Manager; Madeline Shaw, Town Clerk; Amy Naill, Code Enforcement Officer; and Zachary Gulden, Town Planner.

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**II. Call to Order**

Commissioner Clifford Sweeney, President of the Board of Commissioners, called the November 18, 2019 town meeting to order at 7:30 p.m. Pledge of Allegiance was recited. Upcoming meetings were announced.

**III. Meeting Items**

- A. Public Comments:** *Sarah Davis, Sleep Inn and Suites, 501 Silo Hill Parkway* - Ms. Davis distributed a 5-year occupancy history for the Sleep Inn and Suites to the Board. The average hotel occupancy rate is approximately 50% to 44% and varies depending on area events. Ms. Davis invited the Board to contact her with any questions.

*Note:* Commissioner Burns arrived at 7:38 p.m.

**B. Agenda Items**

Agenda #1- Planning Workshop for Future Economic Development in the Town of Emmitsburg: Ms. Willets explained the town currently has 838 sewer taps and between 164-260 water taps (depending on water production); however, with new businesses and a proposed hotel town staff estimates 788 sewer taps and 114-210 water taps will remain in the future. Town staff recommends not going below 100 available taps. There is land allotted in Emmet Garden's for the construction of a new water treatment plant that would add 476 new water taps but the plant would cost \$2,179,800 or more to construct and the Town would need to hire another full-time employee to manage the plant. Adding a clarifier to the current water treatment plant will delay the need for a new water plant but could cost between \$500,000 and \$750,000. Town staff presented a sewer tap, water tap and impact fee comparison chart for all the municipalities in Frederick County. Mr. Gulden reviewed possible tax credits and the current property tax rates. Pursuing the Maryland Main Street Program through hiring a part-time Main Street Manager would provide personnel that can work with new businesses on tax incentives. Any new large residential developments would require one water tap per new house and would use up water taps quickly. The development of small businesses could still be accommodated without the new water plant for a short while. The Board briefly discussed possible road and sidewalk modifications. Mayor Briggs and town staff recommend the creation of a Main Street program by hiring a part-time Main Street Manager, pursuing the addition of a clarifier to the water treatment plant, adopting a version of the Frederick County "Small Business Tax Credit," and pursuing a commercial tap fee payment and waiver plan similar to the City of Brunswick. *Pradeep Saini, Broker and Realtor* – He explained the STAR report shows occupancy rates are promising for a new hotel in Emmitsburg and having two hotels will encourage more business as Sleep Inn and the proposed hotel cater to different clientele. Mr. Gulden explain 50% of the Frederick County hotel occupancy (pillow) tax goes to Main Street Programs but the Town doesn't have one and is missing out on funding. The Board requested another workshop on Monday, December 16, 2019 from 7:30 p.m. to 9:00 p.m. to review draft legislation in align with the Mayor's recommendation.

**C. Modification of Next Meeting Agenda: December 3, 2019**

6. Review of the FY2020 MHAA Wayside Exhibits for Consideration.
7. Staff Presentation of the Town Code 16.48 Forest Conservation Amendment for Consideration.
8. Amendment to Town Code 17.20.090 Buffer Zone Requirements in the B1 Zone for Consideration.
9. ~~90-Day Moratorium on Small Cell Towers for Consideration.~~ POSTPONED
10. Access and Fee Structure for the Emmitsburg Baseball/Softball Fields for Consideration.
11. Ordinances to Approve the Contract of Sale for 140 South Seton Avenue for Consideration.

**Consent Agenda:** Appointment of Glenn Blanchard, Sandy Umbel, Steve Starliper and Amanda Ryder to the Parks and Recreation Committee. Reappointment of Dianne Walbrecker to the Board of Appeals.

**IV. Adjournment**

With no further business, the November 18, 2019 board workshop was adjourned at 9:07 p.m. Motion to adjourn by Commissioner O'Donnell, second by Commissioner Burns. Vote: 5-0 in favor.

Respectfully submitted,

Madeline Shaw, Town Clerk  
Minutes Approved On:

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

**C. TOWN MANAGER’S REPORT**

**Town Manager’s Report  
October 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 conducted street sign maintenance around Town.
- Staff assisted contractor with installation of new sewer manhole on East Main St.

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 worked on new board fence in Community Park.
- Staff installed new LED wall pack lights on front of pool building.
- Staff removed rock wall and swing set in Community Park prior to installation of new playground. Equipment will be installed in Memorial Park in spring 2020.
- Contractor installed new all-inclusive playground in Community Park. Another contractor installed new blacktop walkway to all-inclusive playground.
- Staff painted first dug out at ballfield #4 in Memorial Park.
- Contractor trimmed some trees in Memorial Park from South Seton Ave. to Chesapeake Ave.

Water:

- Rainbow Lake is at the spillway level (16.6 feet).
- The roughing filters are being backwashed four times a day and the DE filters are being done two times per week due to the heavy use during hydrant flushing.
- Lake quota is not being met due to the poor water quality from the lake.
- Well levels (optimum level was determined to be May 2011).

	<u>May 2011</u>	<u>October</u>	<u>Change</u>
○ Well #1:	35’	35’	0
○ Well #2:	8’	11’	-3
○ Well #3:	12’	35’	-23
○ Well #4:	108’	125’	-17
○ Well #5:	10’	20’	-10

- Water production and consumption. We produced an average of 288,907 GPD. We consumed an average of 236,223 GPD. The difference is "Backwash Water" ... (28.90%).
  - 62.0% of this water came from wells.
  - 4.8% of this water came from Mt. St. Mary's.
  - 33.2% of this water came from Rainbow Lake.

We purchased 428,700 gallons of water from MSM this month.

Wastewater:

- We received about 7.4” of precipitation this month (the average is 3.5”).
  - We have a precipitation SURPLUS of 6.2” over the last six months. The average precipitation for the period from May 1 through October 31 is 30.1”. We have received 23.9” for that period.

Wastewater Treatment:

- We treated an average of 465,000 gpd (consumed 236,223 GPD) which means that 49.2% of the wastewater treated this month was "wild water".
- We had one spill of untreated sewage in the month of October.
  - 10/31/19 4,500 gallons MH #12, 12B and 60 (North Seton Ave.)
- We did exceed the plant’s design capacity three times in the month of October.
  - 10/27 1,666,000 gpd
  - 10/30 871,000 gpd
  - 10/31 2,334,000 gpd
- Minor flooding of the lower level of the pump station occurred during a SSO event. Muffin monster clogged again. 4,000 gallons of grease and rags were removed.
- The WTP ran smoothly in the month of October and all limits were met.

**Trash:** Trash pickup will remain Mondays in the month of December.

Meetings Attended:

- 10/01 Attended meeting with staff to review pump station plans
- 10/01 Met with staff to review legal services bids
- 10/02 Met with Mayor to review legal services bids
- 10/02 Met with Mayor
- 10/02 Met with Town Planner to review MS-4 projects and requirements
- 10/04 Took MML webinar on municipal government for new elected officials
- 10/07 Attended town meeting
- 10/07 Met with Mayor
- 10/08 Met with Office Manager
- 10/08 Met with Mayor
- 10/08 Met with staff and County building staff to review upcoming projects for building
- 10/09 Attended pool house pre-construction meeting with contractor and staff
- 10/09 Met with Mayor
- 10/10 Met with staff about 140 South Seton Ave.
- 10/10 Met with Mayor
- 10/13-10/15 Attended MML Fall Conference (completed Academy for Excellence program)
- 10/16 Met with Office Manager
- 10/16 Met with Mayor
- 10/16 Met with staff to review Dunkin plan prior to PC meeting
- 10/17 Met with staff and Green Team member regarding initial planning of Green Fest 2020
- 10/17 Met with Mayor
- 10/18 Met with Mayor
- 10/21 Attended Governors Grant Conference in College Park

**Meetings Attended Continued:**

- 10/22 Met with Planner, Mayor and DOC regarding possible tree plantings
- 10/22 Met with Office Manager
- 10/22 Met with Mayor
- 10/22 Conference call with Mayor and SHA Mark Crampton
- 10/23 Attended Department Head and Support Staff meeting
- 10/23 Met with Mayor
- 10/24 Met with Mayor
- 10/24 Met with staff, Mayor and Auditors
- 10/24 Met with Mayor and new Town Attorney, Leslie Powell
- 10/24 Met with Mayor, staff, and potential hotel developer about his project
- 10/28 Met with Mayor
- 10/29 Met with Mayor
- 10/31 Met with Mayor
- 10/31 Conference call with staff and attorney regarding pool contract for bathhouse remodel

**Noteworthy:**

- Staff installed some water meter upgrades.
- Staff repaired water leak in 140 South Seton Ave. garage (town side).
- Staff repaired water leak on Waynesboro Pike.
- Staff began flushing fire hydrants.
- Manhole was installed on East Main St.
- Staff made several visits to bridge project to assist in locating valves that keep getting covered up.

**PARKING ENFORCEMENT REPORT  
October 2019**

Overtime Parking	66
Restricted Parking Zone	4
Street Sweeping	
Parked in Crosswalk	
Parked on Sidewalk/Curb	1
Parked Blocking Driveway	
Parked by Fire Hydrant	
Parked Blocking Street	2
Failure to Park between Lines	
Left Side Parking	4
Total Meter Money	\$ 1,118.16
Parking Permits	
Meter Bag Rental	
Parking Ticket Money	\$ 190.00
<b>Total:</b>	<b>\$1,308.16</b>

## D. TOWN PLANNER'S REPORT

**Town Planner's Report  
October 2019  
Prepared by Zachary R. Gulden, MPA**

### 1. Grants

- Worked with property owners on the new round of Community Legacy Grant applications.
- Applied for a \$5,000.00 Keep Maryland Beautiful grant for recycling bins for the parks & Earth Day 2020 event supplies.
- Applied for a \$6,500.00 Purina dog park grant.
- Submitted FY2019 Community Legacy reimbursement request for 20 E. Main St.

### 2. Municipal Separate Storm Sewer System (MS4)

- Continued working on and submitted the yearly MS4 permit.
- Held rain barrel workshop on 10/1 and processed pre/post-meeting materials.
- Prepared MS4 presentation for 10/7 BOC meeting.
- Sent letter to SWM basin owner to correct outfall inspection deficiency.
- Discussions with potential non-profit in order to meet tree planting restoration requirements.
- Met with Town Mayor, Town Manager, and George Brenton (Daughters of Charity) on 10/22 regarding tree plantings.

### 3. Permits & Zoning

- Processed the following zoning applications:
  - 1x fence
  - 1x deck
  - 1x driveway extension
  - 2x roof
  - 2x no permit needed form
- Processed 9 cross connection permits
- Continued processing Stand 5 stream crossing permit & Frederick County logging permit – completed.
- Created the firewood personal use permit application.

### 4. Planning Commission (PC)

- Reviewed/processed Dunkin' site plan & provided staff comments.
- Created welcome packets for the newly appointed PC members.
- Attended PC meeting on 10/28 & processed pre/post-meeting materials.
- Received and started processing the Rutter's Store #84 Improvement Plan.

## 5. Miscellaneous

- Started Geographic Information System (GIS) course with Penn State World Campus – after work activity.
- Met with Town Manager, Public Works Director, Sewer/Water Superintendent, & Town Clerk on 10/1.
- Continued researching / working on updating Town Code Chapter 16 – Subdivisions.
- Processed pre/post meeting material for the BOC meeting on 10/7.
- Attended BOC meeting on 10/7.
- Prepared 11/4 BOC agenda packet info / presentation for the proposed 140 S Seton Ave subdivision.
- Prepared 11/4 BOC agenda packet info / presentation for 600 E Main St Ext. fence and sign review.
- Worked with proposed realtor & obtain quotes for basement repair for 140 S Seton Ave.
- Met with proposed 140 S Seton Ave relator, Town Clerk, & Town Mayor on 10/10.
- Created sewer relining project maps for Town Manager.
- Met with Town Manager, Public Works Director, & Water/Sewer Superintendent on 10/16.
- Met with Town Manager, Town Clerk & Mark Long on 10/17 regarding 2020 Green Fest.
- Met with the Mayor on 10/21.
- Researched Town sewer/water tap fee history.
- Attended a department head meeting on 10/23.
- Met with the Town Manager, Town Mayor, and Town Clerk on 10/24.
- Created a map for Commissioner O'Donnell.
- Created a sewer and water tap calculator (excel spreadsheet).
- Completed and submitted MDOT Form HPS-20 (Annual Road Improvement Report)
- Prepared meeting information and attended the MDOT / SHA annual meeting with the Mayor on 10/30 regarding N Seton Ave Bridge.
- Started working on Forest Conservation code update per new state law.

**E. COMMISSIONER COMMENTS**

**F. MAYOR'S COMMENTS**

**G. PUBLIC COMMENTS**

## H. ADMINISTRATIVE BUSINESS

### I. Amendments to Maryland State Archives Record Retention Schedule's M407 and M408, Originally Adopted as Exhibit B and Exhibit C with Resolution 19-03R, for Consideration: Presentation by town staff.

The Board of Commissioners unanimously approved Resolution 19-03R on October 7, 2019 with the three (3) record retention schedules attached as Exhibit A (M406 – Accounting Department), Exhibit B (M407 – Planning Department) and Exhibit C (M408 – Administrative Department). The schedules were submitted to the State for final review and approval. Town staff was told by the State prior to submission that the schedules were ready for final review and approval; however, the State came back with four (4) more changes.

#### Changes shown on following pages and include:

1. M407 - Took out “Deeds & Easements” page. Updated page numbers (document is now 9 pages instead of 10). The Court already maintains permanent and original copies of all deeds and easements so the Town does not need to keep permanent copies.
2. M408 – removed “printed” on pg. 18 where it said “printed email correspondence.”
3. M408 – pg. 27 added wording that the “Documents record legal action taken by the Town or against the Town” (incomplete sentence prior).
4. M408 - took out “~~Documents include, but are not limited to, written legal opinions by the town attorney and~~ to make the record series content: “Case files regarding legal actions taken against the Town or by the Town” on pg. 27.

No other changes are needed according to the State.

Motion needed to approve the one modification to exhibit B (schedule M407) and the three modifications to exhibit C (schedule M408) for Resolution 19-03R.

<b>DEPARTMENT OF GENERAL SERVICES RECORDS MANAGEMENT DIVISION RECORDS INVENTORY AND RETENTION SCHEDULE</b>	<b>Schedule No. M407</b> <small>(To be completed by DGS/Records Management Division)</small>
<b>Records Series Title: Deeds &amp; Easements</b>	<b>Page 6 of 10</b>

<b>Record Series Content</b>	Documents include deeds, easements, right-of-ways and other recorded land instruments.
<b>Record Series Function</b>	Documents are used to record legal authority and usage of properties.
<b>Organization/ Arrangement</b>	Topical by address.
<b>Indexing System</b>	Yes, by property owner name and location.
<b>Restrictions (Law or Regulation Citation)</b>	No.
<b>Formats (paper, electronic, etc.)</b>	Paper. Letter size.
<b>Volume (file drawers, gigabytes, etc.)</b>	69 deed folders. 47 easement folders.
<b>Annual Accumulation (file drawers, gigabytes, etc.)</b>	1 file folder.
<b>Current Location</b>	Town office (Outside Town Planner's Office).
<b>Audit Requirements</b>	No.
<b>Date Span</b>	1958 – current.
<b>Completeness /Gaps</b>	No.
<b>Schedule Item Number</b>	6
<b>Retention</b>	Permanent. Retain 10 years, then transfer to the Maryland State Archives.
<b>Justification for Permanent Retention</b>	Documents contain historical information on the origin, development and accomplishments of the Town.

REMOVED

<b>DEPARTMENT OF GENERAL SERVICES RECORDS MANAGEMENT DIVISION RECORDS INVENTORY AND RETENTION SCHEDULE</b>	<b>Schedule No. M408</b> <small>(To be completed by DGS/Records Management Division)</small>
<b>Records Series Title:</b> Correspondences	<b>Page 18 of 27</b>

<b>Record Series Content</b>	Correspondence includes, but is not limited to, interoffice memos, copies of mailed letters, <del>printed</del> email correspondence, other correspondence.
<b>Record Series Function</b>	Documents are used to explain the business actions of the Town.
<b>Organization/Arrangement</b>	Topical by correspondence subject.
<b>Indexing System</b>	No.
<b>Restrictions (Law or Regulation Citation)</b>	No.
<b>Formats (paper, electronic, etc.)</b>	Paper. Letter size.
<b>Volume (file drawers, gigabytes, etc.)</b>	¼ file drawer.
<b>Annual Accumulation (file drawers, gigabytes, etc.)</b>	2 file folders.
<b>Current Location</b>	Town Office (Town Clerk's Office & File Room).
<b>Audit Requirements</b>	No.
<b>Date Span</b>	2002 – current.
<b>Completeness /Gaps</b>	No.
<b>Schedule Item Number</b>	18
<b>Retention</b>	Retain 1 year, then screen annually and destroy material that is no longer needed for current business. Retain permanently any material that serves to document the origin, development or accomplishments of the Town. For permanent correspondence, retain 7 years, then transfer to the Maryland State Archives.
<b>Justification for Permanent Retention</b>	Documents contain historical information on the origin, development and accomplishments of the Town.

<b>DEPARTMENT OF GENERAL SERVICES RECORDS MANAGEMENT DIVISION RECORDS INVENTORY AND RETENTION SCHEDULE</b>	<b>Schedule No. M408</b> (To be completed by DGS/Records Management Division)
<b>Records Series Title:</b> Legal Opinions and Litigation	<b>Page 27 of 27</b>

<b>Record Series Content</b>	<del>Documents include, but are not limited to, written legal opinions by the town attorney and Case files regarding legal actions taken against the Town or by the Town.</del>
<b>Record Series Function</b>	Documents <u>record legal action taken by the Town or against the Town.</u>
<b>Organization/ Arrangement</b>	Chronological
<b>Indexing System</b>	No.
<b>Restrictions (Law or Regulation Citation)</b>	No.
<b>Formats (paper, electronic, etc.)</b>	Paper. Letter size.
<b>Volume (file drawers, gigabytes, etc.)</b>	3 file folders.
<b>Annual Accumulation (file drawers, gigabytes, etc.)</b>	1 file folder.
<b>Current Location</b>	Town Office (Town Clerk's Office).
<b>Audit Requirements</b>	No.
<b>Date Span</b>	2015 – current.
<b>Completeness /Gaps</b>	No.
<b>Schedule Item Number</b>	27
<b>Retention</b>	Permanent. Retain 10 years, then transfer to the Maryland State Archives.
<b>Justification for Permanent Retention</b>	Documents provide legal and historical value regarding the business, development and origin of the Town.

**I. CONSENT AGENDA**

**I. Parks and Recreation Committee (2-year term)**

Appointment of:

- Glenn Blanchard                      Term: 12/3/2019 to 12/3/2021
- Sandy Umbel                              Term: 12/3/2019 to 12/3/2021
- Steve Starliper                          Term: 12/3/2019 to 12/3/2021
- Amanda Ryder                            Term: 12/3/2019 to 12/3/2021

**II. Board of Appeals (3-year term)**

Re-appointment of Dianne Walbrecker, Term: 12/15/2019 to 12/15/2022

**J. TREASURER REPORT**

**Town of Emmitsburg  
 CASH ACTIVITY as of November 25, 2019**

\$5,325,506	Cash Balance November 1, 2019
268,725	Deposits
<u>-231,975</u>	Withdrawals
\$5,362,256	Operating Balance Forward

**Top 10 Check Amounts:**

<b>Amount</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Check Date</b>	<b>Check Number</b>
\$302,350	Playground Specialists	Playground Equipment & Installation	10.30.19	40365
\$37,956	DJ Miller, LLC	Paving - Creamery Way	11.06.19	40373
\$20,070	WF Delauter Son, Inc	Manhole Installation	11.20.19	40445
\$19,475	MD Dept of Budget & Mgmt	Oct 19 Health Insurance	10.30.19	40356
\$8,690	UGI Energy Services	Oct 19 Solar Field #1	11.13.19	40415
\$8,629	UGI Energy Services	Oct 19 Solar Field #2	11.13.19	40415
\$7,710	Republic Services	Nov 19 Refuse Services	11.13.19	40401
\$6,973	Barton & Loguidice DPC	MS4 Permit - Outfall Screening	10.30.19	40341
\$5,854	Deleon & Stang	FY19 Audit Services	11.20.19	40423
\$5,028	Capital Electric	Poles - Fixtures	11.06.19	40371

*Check dates 10.30.19 to 11.26.19*

**K. PLANNING COMMISSION REPORT:** Presentation at the meeting.

Last Meeting: Monday, November 25, 2019

**L. AGENDA ITEMS:**

- AGENDA ITEM I. Review of the FY2020 MHAA Wayside Exhibits for Consideration:** Presentation at meeting by Ruth Bielobocky, Ion Design, and Scott Grove, Grove Public Relations.

As part of a FY2020 Maryland Heritage Areas Authority (MHAA) grant, the Town was awarded \$12,032 to create four (4) wayside exhibits on the history of the:

1. Great Fire of 1863 (North East Quadrant of Town Square)
2. Vigilant Hose Company
3. Chronicle Press Building
4. Carriage House Inn Building

Long term goal: Create a historic walking tour for Town.

\*Draft wayside exhibits can be seen on the following pages. Larger hard copies will also be provided at the town meeting by the contractor. Images will also be displayed via the projector.

DRAFT: GREAT FIRE OF 1863

# The Great Fire of 1863

On the night of June 15, 1863, approximately 40 homes and businesses were destroyed or damaged by a fire that started at the Beam and Guthrie Stable near the corner of W. North Street and N. Seton Avenue. Local residents and Mount St. Mary's College students joined town firefighters in combating the blaze.

It is believed that one-quarter of the town was destroyed with 55 families left homeless. Evidence of the destruction is seen in this photo taken several weeks after the fire. Nearly seventy percent of the town's workers had to leave Emmitsburg for employment. The town's progress was greatly diminished by the fire.

*"Oh, the desolation a fire makes; most of the people lost their all, and never recovered."*

— James Helman  
"History of Emmitsburg," 1906

View from South Seton Avenue looking north.  
Photo: Alexander Gardner, 1863  
Courtesy Library of Congress



- 1 Fire started here
- 2 Elias Evangelical Lutheran Church
- 3 Western Maryland Hotel
- 4 St. Joseph's Roman Catholic Church

Shaded areas represent approximate areas impacted by the fire.

Southwestern breezes blew sparks from the stable fire to buildings on three corners of the town square. The fire ravaged buildings on the first two blocks of East Main Street, destroying most buildings. Most of the construction on these blocks is post-1863.

Map of Frederick County, MD, Isaac Bond, 1856, courtesy Library of Congress.



On June 29, 1863 the Western Wing of the U.S. Army of the Potomac marched into Emmitsburg, ultimately enroute to the Battle of Gettysburg (July 1-3). Soldiers initially believed Confederate forces had burned the town. Following the battle, General George Meade led his U.S. troops through Emmitsburg on July 7 in pursuit of the Confederate army.

"March of Lee's Army" Scene of Union Army on the road near Emmitsburg, following the Battle of Gettysburg, marching through the rain. Westcott, Edwin Forbes, Library of Congress, 1863.



Original Vigilant Hose Company leather bucket, circa 1860.

Courtesy Vigilant Fire Company



Until the early 20th century, fire was the most frequent and deadly natural calamity. Prior to more modern equipment in the late 1800s, firefighting was done by the general public who formed bucket brigades, spanning a water source to the scene of the fire.

The American Fireman rushing to the conflict, 1869, Currier & Ives, courtesy VHC.



This approved marker is part of the Maryland Heritage Area Authority

**DRAFT: VIGILANT HOSE COMPANY WAYSIDE EXHIBIT**

# Vigilant Hose Company



Each day, members of the Vigilant Hose Company put service above self by responding to the firefighting and emergency needs of Emmitsburg and beyond. Its all-volunteer company of 100 trained professionals responds to some 100 calls a month.

Vigilant Hose Company has the honor of being the most visited firehouse in America. This, due in large part to the firefighters from across the country who seek out their local colleagues while completing coursework at the nearby National Fire Academy.

The company's operation and firehouse maintenance is fully funded by its members and the unwavering support of some 50 auxiliary members who host fundraising events annually that are enjoyed by the community.



Members of the Vigilant Hose Company (and several children) in Emmitsburg's town square July 4, 1909.



19th century speaking trumpet, used by officers to amplify their voices during a fire.



Edward Hoke Rowe, first president of the VHC.

## "FOREVER VIGILANT"

Original 1884 VHC ledger containing bylaws and signatures of its original members.



1929 Ford engine with a front mount pump—the company's first motorized apparatus. Now owned by the Rocky Ridge Volunteer Fire Company.



VHC firman's helmet worn from 1890s-1910s.



1945 VHC Ford Fire Engine in service until 1981. On permanent loan to Frederick County Fire and Rescue Museum.

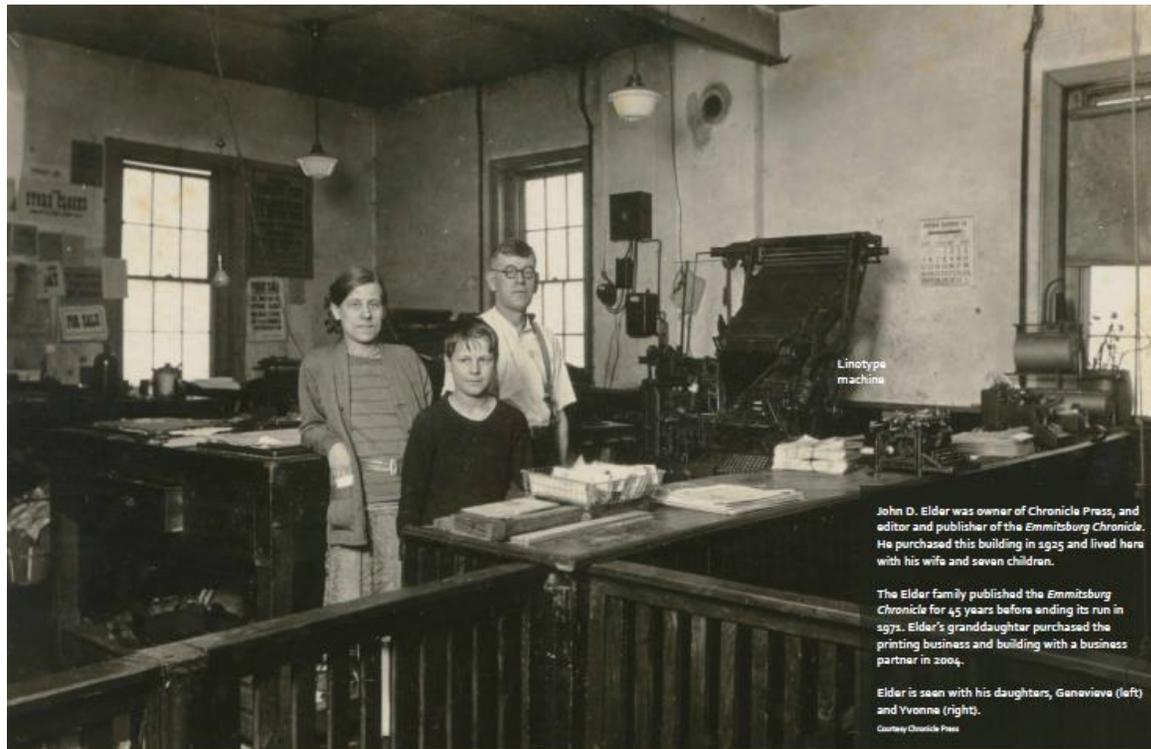
VHC has also maintained an active Fire-Police unit since the 1920s, which supports countywide law enforcement agencies. The VHC also oversees all community Emergency Medical Services.

All photographs courtesy of Vigilant Hose Company and the Frederick County Fire and Rescue Museum.



For more information, go to [www.emmitsburgmd.gov](http://www.emmitsburgmd.gov)

DRAFT: CHRONICLE PRESS



Linotype machine

John D. Elder was owner of Chronicle Press, and editor and publisher of the *Emmitsburg Chronicle*. He purchased this building in 1925 and lived here with his wife and seven children.

The Elder family published the *Emmitsburg Chronicle* for 45 years before ending its run in 1971. Elder's granddaughter purchased the printing business and building with a business partner in 2004.

Elder is seen with his daughters, Genevieve (left) and Yvonne (right).  
Courtesy Chronicle Press



Students and teachers pose in front of this building, originally Emmitsburg High School #3, constructed in 1884. Chronicle Press moved here from its offices on West Main Street in 1925. A new high school was constructed at 300A South Saton Avenue, now the Emmitsburg Community Center.



Emmitsburg High School #3, originally a one-story building.  
Courtesy Chronicle Press



Courtesy Chronicle Press

Courtesy Chronicle Press



Prior to the 1970s, Linotype machines were used in the production of newspapers. The Linotype output lines of type made from molten metal that were assembled into a form. A New York Times composing room employee is seen assembling a form.  
Melroy Collins, 1952, Library of Congress.

# Chronicle Press

Before the early 1930s, the newspaper was the only source Americans had to get their news. In smaller communities, newspapers were often published by locally-owned commercial print shops. This was the case with the *Emmitsburg Chronicle*, founded in 1879.

From its pages, people learned state and national news, as well as happenings involving community residents. The *Emmitsburg Chronicle* ceased publication in 1971 following a run of 87 years. Its commercial printing operations continued on.

Issue of *Emmitsburg Chronicle*, courtesy G.D. Glass and The Jersey Corporation.

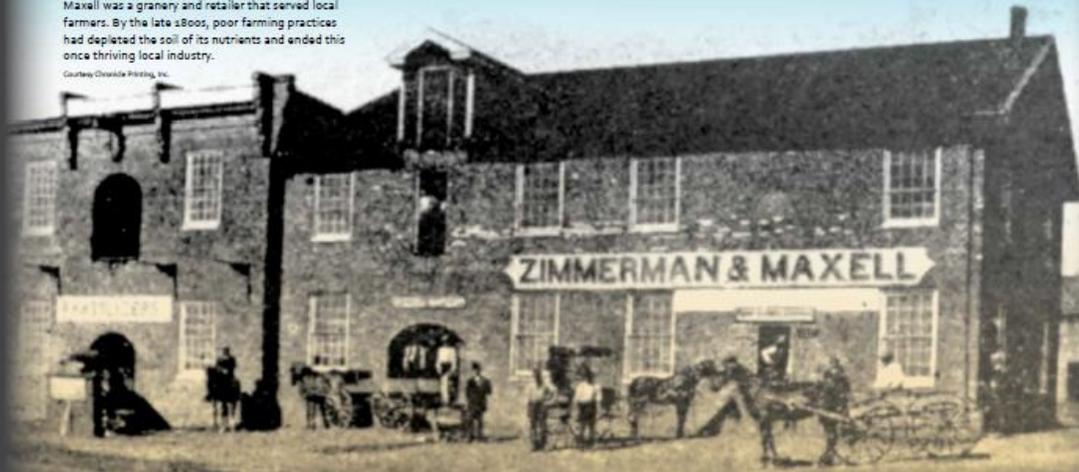


**DRAFT: CARRIAGE HOUSE INN**

# A Building With Many Lives

Constructed in 1857, this building has served changing needs over time.

**Zimmerman & Maxell - 1877**  
By 1790, Frederick County was the largest wheat-producing county in the 13 states. Zimmerman & Maxell was a granary and retailer that served local farmers. By the late 1800s, poor farming practices had depleted the soil of its nutrients and ended this once thriving local industry.  
Courtesy Chronicle Printing, Inc.



## Restaurant History

1953: The White House restaurant opened and also offered overnight accommodations in the building. Later it was known as Bucher's Restaurant & Motel, expanding with a detached row of motel rooms.

1980: The building was purchased by the James Hance family, who relocated their Montgomery County restaurant, Gentleman Jim's here and soon after renamed it Carriage House Inn.



**Emmitsburg Broom Factory - 1907**  
Broom making was an important American industry from the late 1700s-1980s. Brooms were made from broom corn. The Emmitsburg factory was managed by Jacob Winegardner one of five business owners. The factory produced more than 400 brooms per day.  
Beverly, Indiana Factory, L.H. Howe, 1948  
Courtesy Library of Congress



**Emmitsburg Canning Company**  
Canning became a major Maryland industry in the late 1800s-1970s with some 20 canneries operating in Frederick County. During the 1920s, the Emmitsburg Canning Company, which canned tomatoes, beans and apples, was located on the property.  
Courtesy Heritage Frederick

**Bus Depot**  
The location also served as a Trailways bus stop during the 1950s and 1960s.  
Courtesy Trailways



**AGENDA ITEM II. Staff presentation of proposed ordinance 19-07, which amends Town Code Chapter 16.48 - Forest Conservation. Forward amendment to the Planning Commission for review and recommendation for consideration:** Presentation at meeting by town staff. Proposed ordinance on following 36 pages.

ORDINANCE SERIES: 2019  
ORD. NO: 19 - 07

Page 1 of 36

AN ORDINANCE TO AMEND  
TITLE 16  
OF THE CODE OF EMMITSBURG  
ENTITLED  
SUBDIVISIONS

\*\*\*\*\*

**BE IT RESOLVED, ENACTED AND ORDAINED** by the Mayor and Board of Commissioners of the Town of Emmitsburg, Maryland, pursuant to the authority granted to them by the laws of Maryland and the Charter of the Town of Emmitsburg, that Chapter 16.48 of the Emmitsburg Municipal Code, be amended as follows:

New language is indicated by being in **BOLD, CAPITAL LETTERS**, and deleted language is designated by being in ~~{brackets and strike out}~~.

Chapter 16.48 - Forest Conservation

**ARTICLE I - PURPOSE AND GENERAL PROVISIONS**

**16.48.010 - PURPOSE**

**ARTICLE II - FOREST AND TREE CONSERVATION DEFINITIONS**

**16.48.020 - DEFINITIONS**

**ARTICLE III - APPLICATION**

**16.48.030 - APPLICABILITY**

**16.48.040 - DECLARATION OF INTENT**

**ARTICLE IV - GENERAL REQUIREMENTS**

**16.48.050 - GENERAL REQUIREMENTS**

**ARTICLE V - FOREST STAND DELINEATION**

**16.48.060 - CRITERIA**

**ARTICLE VI - FOREST CONSERVATION PLAN**

**16.48.070 – GENERAL PROVISIONS**

**16.48.080 – PRELIMINARY FOREST CONSERVATION PLAN**

**16.48.090 – FINAL FOREST CONSERVATION PLAN**

**ARTICLE VII – AFFORESTATION AND RETENTION**

**16.48.100 – AFFORESTATION REQUIREMENT**

**16.48.110 – RETENTION**

**ARTICLE VIII - REFORESTATION**

**16.48.120 – FOREST CONSERVATION THRESHOLD**

**ARTICLE IX - PRIORITIES AND TIME REQUIREMENTS FOR AFFORESTATION AND REFORESTATION**

**16.48.130 – SEQUENCE FOR AFFORESTATION AND REFORESTATION**

**ARTICLE X - PAYMENT INSTEAD OF AFFORESTATION AND REFORESTATION**

**16.48.140 – FOREST CONSERVATION FUND**

**ARTICLE XI - RECOMMENDED TREE SPECIES**

**16.48.150 – RECOMMENDED TREE SPECIES LIST**

**ARTICLE XII – FINANCIAL SECURITY FOR AFFORESTATION AND REFORESTATION**

**16.48.160 – BONDING**

**ARTICLE XIII - STANDARDS FOR PROTECTING TREES FROM CONSTRUCTION  
ACTIVITIES**

**16.48.170 – PROTECTION DEVICES**

**ARTICLE XIV – VARIANCES**

**16.48.180 – PROCEDURE**

**ARTICLE XV - PENALTIES**

**16.48.190 – ENFORCEMENT**

**ARTICLE XVI - ANNUAL REPORT**

**16.48.200 – ANNUAL REPORT**

**ARTICLE XVII - BIENNIAL REVIEW BY THE DEPARTMENT OF NATURAL RESOURCES**

**16.48.210 – BIENNIAL REVIEW**

~~[Article 1. — General Provisions]~~

~~[16.48.010 — The initial state of subdivision submittal process.]~~

~~[A. — Information Required. At a minimum, the initial consultation with the commission charged with review of subdivision shall include the following items. Additional information may be required.]~~

~~[B. — A forest stand delineation, if required by Section 12-202, Annotated Code of Maryland. If a forest stand delineation is required, it shall be complete and correct before a preliminary plan is submitted.]~~

~~[16.48.020 — The preliminary subdivision plan.]~~

~~[A. — Information Required. At a minimum, the preliminary plan shall include the following items. Additional information may be required because of site-specific conditions.]~~

~~[1. — Proposed Development. A forest conservation plan, if required by Section 12-202, Annotated Code of Maryland.]~~

~~[B. — Approval Procedure.]~~

~~[1. — If a forest conservation plan is required by Section 12-202, Annotated Code of Maryland, the preliminary plan shall not be approved until the forest conservation plan has been approved by the planning commission.]~~

**ARTICLE I - PURPOSE AND GENERAL PROVISIONS.**

**16.48.010 – PURPOSE.**

A. The Town’s Board of Commissioners has determined that to meet the requirements of Natural Resources Article, §§5-1601—5-1612, Annotated Code of Maryland, the provisions of this [~~Ordinance~~] **CHAPTER** must be enacted.

~~[Article 2. — Sediment Control~~

~~16.48.030 — Application for permit.~~

~~The plans accompanying the application shall be prepared and certified by a professional engineer or land surveyor, including landscape architects or architect. The standards and specifications shall serve as the standards for erosion and sediment control in Frederick County for activities other than forest harvest operations. The plans shall contain the following:~~

~~A. — If required by Section 12-202, Annotated Code of Maryland, a forest stand delineation and a forest conservation plan.~~

~~16.48.040 — Conditions for issuance of permit.~~

~~If a forest conservation plan is required by Section 12-202, Annotated Code of Maryland, the zoning administrator may not issue a permit until a forest conservation plan has been approved by the planning and zoning commission.~~

~~Article 3.— Construction~~

~~16.48.050— Application for grading permit.~~

~~The plans accompanying the application shall be prepared and certified by a professional engineer or land surveyor, including landscape architects or architect. The plans shall contain the following:~~

- ~~A.— If required by Section 12-202, Annotated Code of Maryland, a forest stand delineation and a forest conservation plan.~~

~~16.48.060— Conditions for issuance of grading permit.~~

~~If a forest conservation plan is required by Section 12-202, Annotated Code of Maryland, the zoning administrator may not issue a permit until a forest conservation plan has been approved by the planning and zoning commission.~~

~~Article 4.— Forest and Tree Conservation}~~

~~[16.48.070]~~ **ARTICLE II - FOREST AND TREE CONSERVATION** Definitions.

**16.48.020 – DEFINITIONS.**

In this ~~[section]~~ **CHAPTER**, the following terms have the meanings indicated:

"Afforestation" means:

1. ~~[The]~~ Establishment of ~~[the tree cover]~~ **A FOREST** on an area from which ~~[it]~~ **FOREST COVER** has ~~[always or very long]~~ been absent **FOR A LONG PERIOD OF TIME**; or ~~[the]~~
2. Planting of open areas which are not presently in forest cover.

**“AGRICULTURAL ACTIVITY” MEANS FARMING ACTIVITIES INCLUDING PLOWING, TILLAGE, CROPPING, INSTALLATION OF BEST MANAGEMENT PRACTICES, SEEDING, CULTIVATING, AND HARVESTING FOR PRODUCTION OF FOOD AND FIBER PRODUCTS (EXCEPT COMMERCIAL LOGGING AND TIMBER HARVESTING OPERATIONS), THE GRAZING AND RAISING OF LIVESTOCK, AQUACULTURE, SOD PRODUCTION, ORCHARDS, NURSERY, AND OTHER PRODUCTS CULTIVATED AS PART OF A RECOGNIZED COMMERCIAL ENTERPRISE.**

**“AGRICULTURAL AND RESOURCE AREAS” MEANS THE CONSERVATION/RECREATION (CR) EMMITSBURG ZONING CLASSIFICATION.**

"Applicant" means a person who is applying for subdivision, ~~[or]~~ project plan approval, ~~[or]~~ a grading or sediment control permit, or who has received approval of a forest stand delineation or forest conservation plan.

"Approved forest management plan" means a document:

1. Approved by the Department of Natural Resources forester assigned to the county in which the property is located; and
2. Which operates as a protective agreement for forest conservation as described in the Natural Resources Article, ~~[Section]~~ §§5-1607(e)—(f), Annotated Code of Maryland.

"Caliper" means the diameter measured two inches above the root collar.

"Champion tree" means the largest tree of its species within the United States, the State, county or municipality.

~~["Champion tree of the state" means a tree which appears in the state forest conservation manual list of state champion trees.]~~

"Commercial and industrial uses" ~~[includes]~~ **MEANS** manufacturing operations, office complexes, shopping centers, and other similar uses and their associated storage areas, yarding, and parking areas, and corresponds to Emmitsburg's **NEIGHBORHOOD COMMERCIAL (B-1), GENERAL COMMERCIAL (B-2), INDUSTRIAL PARK (IP), AND OFFICE, RESEARCH, AND INDUSTRIAL (ORI)** ~~[and HS]~~ zoning classifications.

"Commercial logging or timber harvesting operations" means the cutting and removing of tree stems from a site for commercial purposes, leaving the root mass intact.

"Commission" means Emmitsburg's Planning ~~[and zoning]~~ Commission.

"Critical habitat area" means a critical habitat for ~~AN~~ endangered species and its surrounding protection area. A critical habitat area shall:

1. Be likely to contribute to the long-term survival of the species;
2. Be likely to be occupied by the species for the foreseeable future; and
3. Constitute habitat of the species which is ~~[deemed]~~ **CONSIDERED** critical under **NATURAL RESOURCES ARTICLE**, ~~[Title 4, Subtitle 2A, Section 6, Section]~~ §§4-2A-04 and ~~[Section]~~ 10-2A-06 ~~[of the Natural Resources Article,]~~ Annotated Code of Maryland.

"Critical habitat for endangered species" means a habitat occupied by an endangered species as determined or listed under ~~[Section]~~ **NATURAL RESOURCES ARTICLE**, §§4-2A-04~~[-, Section]~~ **AND** ~~[10-2A-04]~~ **10-2A-04**, ~~[of the Natural Resources Article,]~~ Annotated Code of Maryland.

"Declaration on intent" means:

1. A signed and notarized statement by a landowner or the landowner's agent certifying that the activity on the landowner's property:
  - a. Is for certain activities exempted under this Chapter or Natural Resources Article, ~~[Section]~~ §§5-103 and 5-1601—5-1612, Annotated Code of Maryland~~[-,]~~;
  - b. Does not circumvent the requirements of this Chapter or Natural Resources Article, ~~[Section]~~ §§5-103 and 5-1601—5-1612, Annotated Code of Maryland~~[-,]~~; **AND**
  - c. Does not conflict with the purpose~~S~~ of any other declaration of intent; or
2. The document required under COMAR 08.19.01.05 or this Chapter.

"Department" means the ~~[town of Emmitsburg planning and zoning commission]~~ **DEPARTMENT CHARGED WITH IMPLEMENTING THE TOWN'S FOREST CONSERVATION PROGRAM.**

~~[2.]~~ Development Project. ~~[2.]~~

1. "Development project" means the grading or construction activities occurring on a specific tract that is twenty thousand (20,000) square feet or greater.
2. "Development project" includes redevelopment.

"Development project completion" means for the purposes of afforestation, reforestation, or payment into a fund:

1. The release of the development bond, if required;
2. Acceptance of the project's streets, utilities, and public services by the Commission; or
3. Designation by the ~~[Commission]~~ **DEPARTMENT** or State that a:
  - a. Development project has been completed, or
  - b. Particular stage of a staged development project, including a planned unit development, has been completed.

#### **FOREST.**

1. "Forest" means a biological community dominated by trees and other woody plants covering a land area of ten thousand (10,000) square feet or greater.
- ~~[1-]~~ 2. "Forest" includes:
  - a. Areas that have at least one hundred (100) **LIVE** trees per acre with at least fifty (50) percent of those trees having a two inch or greater diameter at 4.5 feet above the ground and larger; and
  - b. ~~[Forest]~~ Areas that have been cut but not cleared.
- ~~[2-]~~ 3. "Forest" does not include orchards.

"Forest Conservancy District Board" means the forestry board created for each State forestry conservancy district under Natural Resources Article, [See:] §§5-601—~~[6-610]~~ **5-610**, Annotated Code of Maryland.

"Forest conservation" means the retention of existing forest or the creation of new forest at the levels ~~[prescribed by the town planning and zoning commission]~~ **SET BY THE STATE OR DEPARTMENT.**

"Forest Conservation and Management Agreement" means an agreement as stated in the Tax-Property Article, [Section] §8-211, Annotated Code of Maryland.

"Forest conservation plan" means a plan approved pursuant to ~~[Section 16.48.120]~~ **NATURAL RESOURCES ARTICLE, §§5-1606 AND 5-1607, ANNOTATED CODE OF MARYLAND.**

"Forest Conservation Technical Manual" means the ~~[Maryland]~~ State **OF MARYLAND'S FOREST CONSERVATION** Technical Manual, **THIRD ADDITION, 1997, AS IT MAY BE AMENDED, AND OTHER SPECIFICATIONS AND STANDARDS OF PERFORMANCE AS PROVIDED IN THIS CHAPTER AND IN SUPPORTING DOCUMENTS ISSUED BY THE DEPARTMENT,** ~~[incorporated by reference],~~ used to establish standards of performance required in preparing forest stand delineations and forest conservation plans.

"Forest cover" means the area of a site meeting the definition of forest.

"Forest management plan" means ~~[a]~~ **THE** plan establishing best conservation and management practices for a landowner in assessment of the resource values of forested property.

**"FOREST MITIGATION BANK" MEANS AN AREA OF LAND, WHICH HAS BEEN INTENTIONALLY AFFORESTED OR REFORESTED FOR THE EXPRESS PURPOSE OF PROVIDING CREDITS FOR REFORESTATION REQUIREMENTS.**

"Forest stand delineations" means the methodology for evaluating the existing vegetation on a site proposed for development, as ~~[set forth]~~ **PROVIDED** in the Forest Conservation **TECHNICAL** Manual.

~~["Forest slopes" means an area meeting the definition of forest and growing on an area with a slope of twenty five (25) percent or more and covering an area of at least ten thousand (10,000) square feet.]~~

"Growing season" means a period of consecutive frost-free days as stated in the **CURRENT** soil survey for Frederick County~~[-]~~ published by the National ~~[Co-op]~~ **COOPERATIVE** Soil Survey Program, 16 U.S.C. ~~[Section]~~ §590 (a)—(f).

"High density residential areas" means areas **LOCATED WITHIN** ~~[zoned for densities greater than one dwelling unit per acre, including both existing and planned development and their associated infrastructure, such as roads, utilities, and water and sewer service, and corresponds to]~~ the **HIGH DENSITY RESIDENTIAL (R-3)** Emmitsburg zoning classification~~[s: RS, (R-3)]~~.

"Institutional development area" **MEANS AREAS LOCATED WITHIN** ~~[includes civic, institutional, and cultural uses, such as libraries, meeting halls, fire and rescue stations, post offices, government buildings, government offices and facilities, memorials, amphitheaters, museums, places of worship, schools, colleges and universities, military installations, transportation facilities, utility and sewer projects, and cemeteries and corresponds to the Town]~~ **THE INSTITUTIONAL (INST)** **EMMITSBURG** zoning classification ~~[:-INST]~~.

"Intermittent stream" means a stream in which surface water is absent during a ~~[portion]~~ **PART** of the year as shown on the most recent 7.5 minute topographic quadrangle published by the United States Geologic Survey as confirmed by field ~~[vegetation]~~ **VERIFICATION**.

"Landscaping plan" means a plan:

1. Drawn to scale, showing dimensions and details for reforesting an area at least thirty-five (35) feet wide and covering two thousand five hundred (2,500) square feet or greater in size;
2. Using native or indigenous plants when appropriate; and
3. Which is made part of an approved forest conservation plan.

**"LINEAR PROJECT" MEANS A PROJECT WHICH:**

- 1. IS ELONGATED WITH NEARLY PARALLEL SIDES;**
- 2. IS USED TO TRANSPORT A UTILITY PRODUCT OR PUBLIC SERVICE NOT OTHERWISE CONTAINED IN AN APPLICATION FOR SUBDIVISION, SUCH AS ELECTRICITY, GAS, WATER, SEWER, COMMUNICATIONS, TRAINS, AND VEHICLES; AND**
- 3. MAY TRAVERSE FEE SIMPLE PROPERTIES THROUGH DEFINED BOUNDARIES, OR ESTABLISHED EASEMENT RIGHTS.**

"Local agency" means each unit in the executive, legislative, or judicial branch of a county or municipal government, including an office or department of public works.

"Lot" means a unit of land, the boundaries of which have been established ~~[as a result of a deed or previous]~~ **BY** subdivision of a larger parcel, and which will not be the subject of further subdivision, as defined by Natural Resources Article ~~[Section]~~ §5-1601, Annotated Code of Maryland, and this Chapter without an approved forest stand delineation and forest conservation plan.

**"LOW DENSITY RESIDENTIAL AREAS" MEANS AREAS LOCATED WITHIN THE LOW DENSITY RESIDENTIAL (R-1) EMMITSBURG ZONING CLASSIFICATION.**

"Maintenance agreement" means the short-term management agreement associated with afforestation or reforestation plans required under Natural Resources Article, ~~[Section 6-1605]~~, **§5-1605**, Annotated Code of Maryland, and this ~~[ordinance]~~ **CHAPTER**.

**"MEDIUM DENSITY RESIDENTIAL AREAS" MEANS AREAS LOCATED WITHIN THE MEDIUM DENSITY RESIDENTIAL (R-2) EMMITSBURG ZONING CLASSIFICATION.**

"Minor development project" means a project:

1. On less than five acres of land containing not more than four lots per acre; or
2. Substantively similar as defined by the Department and approved by the State.

"Mixed use development" means a single, relatively high-density development project, usually commercial in nature, which includes two or more types of uses, and corresponds to **AREAS WITHIN** the Emmitsburg **VILLAGE ZONE (VZ)** zoning classification ~~[(s) of VZ]~~.

**"NATURAL REGENERATION" MEANS THE NATURAL ESTABLISHMENT OF TREES AND OTHER VEGETATION WITH AT LEAST FOUR HUNDRED (400) WOODY, FREE-TO-GROW SEEDLINGS PER ACRE, WHICH ARE CAPABLE OF REACHING A HEIGHT OF AT LEAST TWENTY (20) FEET AT MATURITY.**

"Net tract area" means:

1. **EXCEPT IN AGRICULTURE AND RESOURCE AREAS**, the total area of a site, including both forested and non-forested areas, ~~[at]~~ **TO** the nearest one-tenth acre, reduced by the area ~~[found to be within the boundaries of the one hundred year floodplain.]~~ where forest clearing is restricted by another local ordinance or program;
2. **IN AGRICULTURE AND RESOURCE AREAS, THE PART OF THE TOTAL TRACT FOR WHICH LAND USE WILL BE CHANGED OR WILL NO LONGER BE USED FOR PRIMARILY AGRICULTURAL ACTIVITIES, REDUCED BY THAT AREA WHERE FOREST CLEARING IS RESTRICTED BY ANOTHER LOCAL ORDINANCE OR PROGRAM; AND**
3. **FOR A LINEAR PROJECT:**
  - a. **THE AREA OF A RIGHT-OF-WAY WIDTH, NEW ACCESS ROADS, AND STORAGE; OR**
  - b. **THE LIMITS OF DISTURBANCE AS SHOWN ON AN APPLICATION FOR SEDIMENT AND EROSION CONTROL APPROVAL OR IN A CAPITAL IMPROVEMENT'S PROGRAM PROJECT DESCRIPTION.**

#### **NON-TIDAL WETLANDS.**

1. "Non-tidal wetland**S**" means an area that is:
  - a. Inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal conditions does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation~~[-]; AND~~
  - ~~[+]~~ b. ~~[The determination of whether an area is]~~ Considered a nontidal wetland ~~[shall be made]~~ in accordance with the publication known as the "Federal Manual for Identifying and Delineating Jurisdictional Wetlands," published in 1989 and as may be amended and interpreted by the U.S. Environmental Protection Agency.
2. "Nontidal wetlands" does not include tidal wetlands regulated under Title 9 of the Natural Resources Article, Annotated Code of Maryland.

"Offsite" means outside **OF** the limits of the area encompassed by the ~~[development plan, including any area(s) classified as one hundred year plain]~~ **TRACT**.

"Onsite" means within the limits of the area encompassed by the ~~[development plan]~~ **TRACT**, including ~~[any]~~ **AN** area~~(s)]~~ classified as **A** one hundred **(100)** year **FLOOD**plain.

"One-hundred **(100)** year flood" means a flood, which has a one percent chance of being equalled or exceeded in any given year. Except for Class-III waters (natural trout streams), a body of water with a watershed less than four hundred (400) acres is excluded.

"One-hundred-year **(100)** floodplain" means an area along or adjacent to a stream or body of water, except tidal waters, that is capable of storing or conveying floodwaters during a one hundred **(100)** year frequency storm event, **OR A 100-YEAR FLOOD**.

~~[A one hundred year flood is a flood which has a one percent chance of being equalled or exceeded in any given year. Except for Class III waters (natural trout streams), a body of water with a watershed less than four hundred (400) acres is excluded.]~~

"Perennial stream" means a stream containing surface water throughout an average rainfall year, as shown on the most recent 7.5-minute topographic quadrangle published by the United States Geologic Survey, as confirmed by field verification.

"Person" ~~[includes]~~ **MEANS** the federal government, the State, ~~[any]~~ **A** county, municipal corporation, or other political subdivision of the State, or any of their units, or an individual, receiver, trustee, guardian, executor, administrator, fiduciary, or representative of any kind, or any partnership, firm, association, public or private corporation, or any of their affiliates, or any other entity.

"Planned unit development" means a development comprised of a combination of land uses or varying intensities of the same land use in accordance with an integrated plan that provides flexibility in land use design approved by Emmitsburg with at least twenty (20) percent of the land permanently dedicated to open space. ~~[and correspond to Emmitsburg's zoning classification: OS].~~

"Priority funding area" means an area designated as a priority funding area under **STATE FINANCE AND PROCUREMENT ARTICLE**, ~~[Section] §5-7b-02, [of the state finance and procurement article]~~ **ANNOTATED CODE OF MARYLAND.**

"Project plan" means a construction, grading, or sediment control activity on an area of twenty thousand (20,000) square feet or greater by a local agency.

"Public utility" means any:

1. Transmission line or electric generating station; **OR**
2. Water, sewer, electric, gas, telephone, or television cable service line.

## **REFORESTATION**

1. "Reforestation" or "reforested" means the:

- a. Creation of a biological community dominated by trees and other woody plants containing at least one hundred (100) live trees per acre with at least fifty (50) percent of those trees having the potential of attaining a two-inch or greater diameter measured at 4.5 feet above the ground, within seven years; **OR**
- b. **ESTABLISHMENT OF A FOREST ACCORDING TO PROCEDURES SET FORTH IN THE FOREST CONSERVATION TECHNICAL MANUAL.**

2. "Reforestation" **OR** "REFORESTED" includes landscaping ~~[of]~~ **OF** areas under an approved landscaping plan ~~[that]~~ establish~~[ed]~~**ING** a forest ~~[that is]~~ at least thirty-five (35) feet wide and covering two thousand five hundred (2,500) square feet **OR MORE** of area.

3. "REFORESTATION" **OR** "REFORESTED" FOR A LINEAR PROJECT INVOLVING OVERHEAD TRANSMISSION LINES MAY CONSIST OF A BIOLOGICAL COMMUNITY DOMINATED BY TREES AND WOODY SHRUBS WITH NO MINIMUM HEIGHT OR DIAMETER CRITERIA.

"Regulated activity" means any of the following activities, when that activity occurs on a unit of land which is twenty thousand (20,000) square feet or greater:

1. Subdivision;
2. Grading;
3. An activity that requires a sediment control permit; or
4. Project plan of a local agency.

"Retention" means the deliberate holding and protecting of existing trees, shrubs or plants on the site according to established standards as ~~[set forth]~~ **PROVIDED** in the Forest Conservation **TECHNICAL** Manual.

**“SEDIMENT CONTROL PERMIT” MEANS THE AUTHORIZATION OF AN ACTIVITY REGULATED UNDER A SEDIMENT CONTROL PLAN AS PROVIDED IN ENVIRONMENT ARTICLE, TITLE 4, ANNOTATED CODE OF MARYLAND.**

**“SEEDLING” MEANS AN UNBRANCHED WOODY PLANT, LESS THAN 24 INCHES IN HEIGHT AND HAVING A DIAMETER OF LESS THAN ½ INCH MEASURED AT TWO INCHES ABOVE THE ROOT COLLAR.**

"Selective clearing" means the careful and planned removal of trees, shrubs, and plants using specific standards and protection measures under an approved forest conservation plan.

"Stream buffer" means all lands lying within fifty (50) feet, measured from the top of each normal bank of ~~[any]~~ **A** perennial or intermittent stream.

"Stream restoration project" means an activity that:

- ~~[A-]~~ **1.** Is designed to stabilize stream banks or enhance stream function or habitat located within an existing stream, waterway or floodplain;
- ~~[B-]~~ **2.** Avoids and minimizes impacts to forests and provides for replanting on-site an equivalent number of trees to ~~[those]~~ **THE NUMBER** removed by the project;
- ~~[C-]~~ **3.** Maybe performed under a municipal separate storm sewer system permit, a watershed implementation plan growth offset, or another plan administered by the State or local government to achieve or maintain water quality standards; and
- ~~[D-]~~ **4.** Is not performed to satisfy storm water management, wetlands mitigation, or any other regulatory requirement associated with proposed development activity.

"Subdivision" means any division of a ~~[parcel]~~ **UNIT** of land into two or more lots or parcels for the purpose, whether immediate or future, ~~[of]~~ **OF** transfer of ownership, sale, lease, or development.

#### **TIMBER HARVESTING.**

- 1.** "Timber harvesting" means a tree-cutting operation affecting 1 or more acres of forest or developed woodland within a 1-year interval that disturbs five thousand (5,000) square feet or more of forest floor. Timber harvesting does not include grubbing and clearing of root mass.
- 2.** **“TIMBER HARVESTING” DOES NOT INCLUDE GRUBBING AND CLEARING OF ROOT MASS.**

**“TOWN” MEANS THE TOWN OF EMMITSBURG, MARYLAND.**

~~[Tract. 1.— Except as provided in subsection (2) of this definition,]~~ "Tract" means property **OR UNIT OF LAND** subject to an application for a grading or sediment control permit, ~~[of]~~ subdivision approval, **PROJECT PLAN APPROVAL, OR AREAS SUBJECT TO THIS LAW.**

- ~~[2.— If property is included in a planned unit development, "tract" means the entire property subject to the planned unit development.]~~

"Tract for a planned unit development" means the entire property subject to a planned unit development.

"Tree" means a large, **BRANCHED** woody plant having one or several self-supporting stems or trunks ~~[and numerous branches]~~ that reach a height of at least twenty (20) feet at maturity.

**VARIANCE.**

1. "Variance" ~~[as provided for in Section 16.48.200,]~~ means relief from Natural Resources Article, ~~[Section] §§5-1601—5-1612, Annotated Code of Maryland,~~ **OR THIS CHAPTER.**
2. "Variance" does not mean a zoning variance.

"Watershed" means all land[s] lying within an area described as a subbasin **IN WATER QUALITY REGULATIONS ADOPTED** by the Department of the Environment under COMAR 26.08.02.08.

"Whip" means an unbranched woody plant greater than ~~[forty eight (48)]~~ **TWENTY FOUR (24)** inches in height and having a diameter less than one inch caliper measured at two inches above the root collar.

~~[16.48.080—Applicability]~~ **ARTICLE III - APPLICATION.**

**16.48.030 – APPLICABILITY.**

A. Except as provided in subsection B, this ~~[article]~~ **CHAPTER** applies to:

1. A person making application for a subdivision, project plan, grading, or sediment control approval on units of land twenty thousand (20,000) square feet or greater after the effective date of this ~~[article]~~ **CHAPTER;**
2. A public utility not exempt under subsection B (5) and (6) of this section;
3. A unit of ~~[county]~~ **COUNTY** or municipal government, including a public utility or public workS project, making application for a subdivision, project plan, grading, or sediment control approval on areas twenty thousand (20,000) square feet or greater.

B. This ~~[article]~~ **CHAPTER** does not apply to:

1. ~~[Any]~~ **HIGHWAY** construction ~~[activity]~~ **ACTIVITIES** ~~[that is subject to]~~ **UNDER** Natural Resources Article, ~~[Section] §5-103, Annotated Code of Maryland;~~
2. ~~[Any cutting or clearing of forest, or any other development activity, in areas governed by the Chesapeake Bay Critical Area Protection Law (Title 8, Subtitle 18 of the Natural Resources Article, Annotated Code of Maryland);]~~ **AREAS GOVERNED BY THE CHESAPEAKE BAY CRITICAL AREA PROTECTION LAW, NATURAL RESOURCES ARTICLE, §§8-1801—8-1817, ANNOTATED CODE OF MARYLAND, INCLUDING THOSE AREAS INTO WHICH CRITICAL AREA FOREST PROTECTION MEASURES HAVE BEEN EXTENDED UNDER NATURAL RESOURCES ARTICLE, §5-1602(C), ANNOTATED CODE OF MARYLAND;**
3. Commercial logging and timber-harvesting operations, including ~~[any]~~ harvesting conducted ~~[under]~~ **SUBJECT TO** the forest conservation and management program under ~~[Section] §8-211 of the Tax-Property Article, Annotated Code of Maryland, that [were] ARE completed:~~
  - a. ~~[Is completed]~~ Before July 1, 1991; or
  - b. ~~[Is completed on or]~~ After July 1, 1991, ~~[and the]~~ **ON** property ~~[on]~~ which:
    1. ~~[the cutting or clearing is conducted is]~~ **HAS** not **BEEN** the subject of an application for a grading permit for development within 5 years after the logging or harvesting operation; **AND**
    2. Is **THE** subject ~~[to]~~ **OF** a declaration ~~[on]~~ **OF** intent ~~[signed by owner and or developer and approved by the local soil conservation district or sediment control agency]~~ **AS PROVIDED FOR IN §16.48.040 OF THIS CHAPTER, APPROVED BY THE COMMISSION;**

4. Agricultural activities not resulting in a change in land use category, including agricultural support buildings and other related structures built using accepted best management practices [~~However~~], **EXCEPT THAT** a person engaging in an agricultural activity clearing twenty thousand (20,000) square feet or [~~more~~] **GREATER** of forest within a one-year period, [~~who wishes to~~] **MAY NOT** receive an agricultural exemption, **UNLESS THE PERSON** [~~shall~~] file **S** a declaration of intent [~~with the Department shall~~] **AS PROVIDED FOR IN §16.48.040 OF THIS ARTICLE WHICH** include**S**:
  - a. A statement that the landowner or [~~his~~] **LANDOWNER’S** agent will practice agriculture on that [~~tract~~] **PORTION OF THE PROPERTY** for five years from the date of declaration; and
  - b. A sketch map of the [~~tract~~] **PROPERTY** which shows the area to be cleared;
5. The cutting or clearing of public utility rights-of-way licensed [~~pursuant to Sections 54A and 54B or Section 54I of Article 78 of the Code, unless the activity is subject to the requirements of a previous forest conservation plan prepared under this chapter, provided that:~~] **UNDER PUBLIC UTILITY COMPANIES, §§7-207 AND 7-208 OR 7-205, ANNOTATED CODE OF MARYLAND, OR LAND FOR ELECTRIC GENERATING STATIONS LICENSED UNDER PUBLIC UTILITY COMPANIES, §§7-207 AND 7-208 OR 7-205, ANNOTATED CODE OF MARYLAND, IF:**
  - a. [~~Any~~] Required certificates of public convenience and necessity have been issued in accordance with Natural Resources Article, [~~Section 5-1604(F)~~] **§5-1603(F)**, Annotated Code of Maryland; and
  - b. [~~The~~] Cutting or clearing of the forest is conducted [~~so as~~] to minimize the loss of forest;
6. [~~Any~~] Routine maintenance **OR EMERGENCY REPAIRS** of public utility rights-of-way **LICENSED UNDER PUBLIC UTILITY COMPANIES, §§7-207 AND 7-208 OR 7-205, ANNOTATED CODE OF MARYLAND;**
7. **EXCEPT FOR A PUBLIC UTILITY SUBJECT TO §16.48.030.F. OF THIS ARTICLE, ROUTINE MAINTENANCE OR EMERGENCY REPAIRS OF A PUBLIC UTILITY RIGHT-OF-WAY IF:**
  - a. **THE RIGHT-OF-WAY EXISTED BEFORE THE EFFECTIVE DATE OF THIS CHAPTER; OR**
  - b. **THE RIGHT-OF-WAY’S INITIAL CONSTRUCTION WAS APPROVED UNDER THIS CHAPTER;**
- [~~7. Any~~] **8. A RESIDENTIAL CONSTRUCTION** activity conducted on [~~a~~] **AN EXISTING** single lot of any size [~~provided that~~] **OF RECORD AT THE TIME OF APPLICATION, OR A LINEAR PROJECT NOT OTHERWISE EXEMPTED UNDER THIS ARTICLE, IF THE ACTIVITY:**
  - a. [~~The activity~~] Does not result in the **CUMULATIVE** cutting, clearing, or grading of more than twenty thousand (20,000) square feet of forest; [~~and~~]
  - b. [~~The activity on the lot will~~] **DOES** not result in the cutting, clearing, or grading of [~~any~~] **A** forest that is subject to the requirements of a previous forest conservation plan [~~prepared under this subtitle~~] **APPROVED UNDER THIS CHAPTER; AND**
  - c. Is the subject of a declaration of intent filed with the Commission as provided for in [~~Section 16.48.090~~] **§16.48.040 OF THIS CHAPTER**, stating that the lot will not be the subject of a regulated activity within five years of the cutting, clearing, or grading of forest.
- [~~8. Any~~] **9. Strip or deep mining of coal** regulated under [~~Title 7, Subtitle 5 or 5A of the Natural Resources Article,~~] **ENVIRONMENT ARTICLE, TITLE 15, SUBTITLE 5 OR 6**, Annotated Code of Maryland;
- [~~9. Any~~] **10. Non-coal surface mining** regulated under **ENVIRONMENT ARTICLE, TITLE 15, SUBTITLE 8**, [~~Title 7, Subtitle 6A of the Natural Resources Article,~~] Annotated Code of Maryland;

- ~~{10.}~~ 11. An activity required for the purpose of constructing a dwelling house intended for the use of the owner, or a child of the owner, if the activity:
- Does not result in the cutting, clearing, or grading of more than twenty thousand (20,000) square feet of forest; and
  - Is the subject of a declaration on intent filed with the Department, **AS PROVIDED FOR IN §16.48.040 OF THIS ARTICLE**, which states that transfer of ownership may result in a loss of exemption;
- ~~{11.}~~ 12. A preliminary plan of subdivision or a grading or sediment control plan approved before July 1, 1991;
13. **A REAL ESTATE TRANSFER TO PROVIDE A SECURITY, LEASEHOLD, OR OTHER LEGAL OR EQUITABLE INTEREST, INCLUDING A TRANSFER OF TITLE, OF A PORTION OF A LOT OR PARCEL IF:**
- THE TRANSFER DOES NOT INVOLVE A CHANGE IN LAND USE, OR NEW DEVELOPMENT OR REDEVELOPMENT, WITH ASSOCIATED LAND-DISTURBING ACTIVITIES; AND**
  - BOTH THE GRANTOR AND GRANTEE FILE A DECLARATION OF INTENT, AS PROVIDED FOR IN §16.48.040 OF THIS CHAPTER;**
- ~~{12.}~~ 14. An activity on a previously developed area covered by impervious surface and located in the priority funding area;
- ~~{13.}~~ 15. Maintenance or retrofitting of a stormwater management structure that may include clearing of vegetation or removal and trimming of trees, ~~[so long as]~~ **IF** the maintenance or retrofitting is within the original limits of disturbance for construction of the existing structure, or within any maintenance easement for access to the structure; **OR**
- ~~{14.}~~ 16. A stream restoration project, as defined in **ARTICLE II OF THIS CHAPTER** ~~[this ordinance]~~, for which the applicant for a grading or sediment control permit has executed a binding maintenance agreement of at least five years with the affected property owner or owners.

~~[16.48.090]~~ **SECTION 16.48.040 - Declaration of Intent.**

- The purpose of the declaration of intent is to verify that the proposed activity is exempt under Natural Resources Article, ~~[Sections]~~ §§5-103 and 5-1601—5-1612, Annotated Code of Maryland, and this Chapter.
- A person seeking an exemption under ~~[Section 16.48.080]~~ **§16.48.030.B. 3, 4, 8, 11, AND 14 OF THIS CHAPTER** shall file a declaration of intent with the Commission.
- The declaration of intent is effective for five years.
- The existence of a declaration of intent does not preclude another exempted activity on the property subject to a declaration of intent, if the activity:
  - Does not conflict with the purpose of any existing declaration ~~[on]~~ **OF** intent; and
  - Complies with the applicable requirements for an exempted activity.
- If a regulated activity on the area covered by the declaration ~~[on]~~ **OF** intent occurs within five years of the effective date of the declaration of intent:
  - There shall be an immediate loss of exemption; or
  - There may be a noncompliance action taken by the Department, as appropriate, under this Chapter.
- An applicant may apply for a regulated activity on that area of the property not covered under the declaration of intent if the requirements of this Chapter are satisfied.
- The Department may require a person failing to file a declaration of intent or found in noncompliance with a declaration of intent to:
  - Meet the retention, afforestation, and reforestation requirements established in **ARTICLES III—XIII OF** this Chapter;

2. Pay a noncompliance fee of thirty (30) cents per square foot of forest cut or cleared under the declaration of intent;
3. Be subject to **OTHER** enforcement actions appropriate under Natural Resources Article, ~~[Section]~~ §§5-1601—5-1612, Annotated Code of Maryland, and this Chapter; or
4. File a declaration of intent with the Department.

H. In its determination of appropriate enforcement action, the Department may consider whether failure to file a declaration of intent by a person required to file is a knowing violation of this Chapter.

**I. COMMERCIAL LOGGING AND TIMBER HARVESTING. THE REQUIREMENTS FOR A DECLARATION OF INTENT MAY BE SATISFIED BY A FOREST MANAGEMENT PLAN FOR THE ENTIRE TRACT, PREPARED BY A FORESTER LICENSED IN MARYLAND ACCORDING TO BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE, TITLE 7, ANNOTATED CODE OF MARYLAND, WHICH OUTLINES MANAGEMENT PRACTICES NEEDED TO MEET THE STATED OBJECTIVES FOR A MINIMUM OF 5 YEARS.**

**J. AGRICULTURAL ACTIVITIES OR COMMERCIAL LOGGING AND TIMBER HARVESTING. A DECLARATION OF INTENT MAY BE PART OF AN AMENDED SEDIMENT AND EROSION CONTROL PLAN WHICH ENSURES THAT THE ACTIVITY MEETS THE CONDITIONS FOR AN EXEMPTION AS STATED IN ARTICLE III, §16.48.030.B. 3 AND 4.**

~~[16.48.100]~~ **ARTICLE IV - General Requirements.**

#### **16.48.050 – GENERAL REQUIREMENTS.**

A. A person ~~[who applies]~~ **MAKING APPLICATION** after **THE EFFECTIVE DATE OF** January 1, 1993, for subdivision **OR LOCAL AGENCY PROJECT PLAN** approval, **A GRADING PERMIT, OR A SEDIMENT CONTROL PERMIT** for an area of land of twenty thousand (20,000) square feet or ~~[more]~~ **GREATER SHALL:**

1. ~~[Shall]~~ Submit to the Commission ~~[:-a:]~~ a forest stand delineation ~~[for the lot or parcel on which the development is located;]~~ and ~~[-b-]~~ a forest conservation plan for the lot or parcel on which the development is located; **AND**

~~[2. Shall not perform any construction activity within the dripline of a tree that is to be retained; and]~~

- ~~[3. Shall]~~ **2.** Use methods approved by the Commission, as ~~[set forth]~~ **PROVIDED** in the Forest Conservation **TECHNICAL** Manual, to protect retained **FORESTS AND** trees during construction.

**B. IF A LOCAL AGENCY OR PERSON USING STATE FUNDS MAKES APPLICATION TO CONDUCT A REGULATED ACTIVITY, THE PROVISIONS OF COMAR 08.19.04.01D—G APPLY.**

**C. APPROVAL OF FOREST STAND DELINEATION AND PRELIMINARY AND FINAL FOREST CONSERVATION PLANS SHALL REST WITH THE COMMISSION.**

~~[16.48.110]~~ **ARTICLE V - Forest Stand Delineation.**

#### **16.48.060 – CRITERIA.**

A. A forest stand delineation shall be submitted at the initial stage~~S~~ of subdivision **APPLICATION OR PROJECT PLAN APPROVAL, BEFORE A GRADING PERMIT APPLICATION, OR BEFORE A SEDIMENT CONTROL APPLICATION IS SUBMITTED** for the **TRACT BEING** ~~[lot or parcel intended to be]~~ developed.

B. The delineation shall be prepared by a licensed forester, licensed landscape architect, or a **QUALIFIED** professional who meets the requirements stated in COMAR 08.19.06.01A.

~~[C.]~~ The delineation will be prepared by a licensed forester or licensed landscape architect who is approved by the commission to:

- ~~1. Develop a forest stand delineation according to criteria stated in the forest conservation manual;~~
- ~~2. Prepare and interpret maps, including soils, topography, floodplain, wetlands and a site map;~~
- ~~3. Prepare afforestation and reforestation plans as stated in Section 16.48.120 and 16.48.130;~~
- ~~4. Prepare graphic indication of forest protection and retention areas and all method inclusive therein;~~
- ~~5. Review impact of development on forested area;~~
- ~~6. Prepare forest inventory using forest measurement equipment.~~

~~[D.]~~ C. The delineation shall ~~[include]~~ **BE USED DURING THE PRELIMINARY REVIEW PROCESS TO DETERMINE THE MOST SUITABLE AND PRACTICAL AREAS FOR FOREST CONSERVATION AND SHALL CONTAIN THE FOLLOWING COMPONENTS:**

1. A topographic map delineating intermittent and perennial streams, and steep slopes over twenty-five (25) percent;
2. A soil's map delineating soils with structural limitations, hydric soils, or soils with a soil K value greater than 0.35 on slopes of fifteen (15) percent or more;
3. Forest stand maps indicating species, location, and size of trees and showing dominant and codominant forest types;
4. Location of one hundred (100) year floodplains;
5. Information required by the Forest Conservation Technical Manual; and
6. ~~[Any]~~ Other information ~~[required by]~~ the Department **DETERMINES IS NECESSARY TO IMPLEMENT THIS CHAPTER.**

**D. IF APPROVED BY THE COMMISSION, A SIMPLIFIED DELINEATION, A CONCEPT PLAN OR PLAT, PRELIMINARY PLAT OR PLAN, SEDIMENT CONTROL PLAN, OR OTHER APPROPRIATE DOCUMENT, VERIFIED BY A SITE VISIT, IF APPROPRIATE, MAY SUBSTITUTE FOR THE FOREST STAND DELINEATION IF:**

- 1. NO FOREST COVER IS DISTURBED DURING A CONSTRUCTION ACTIVITY; AND**
- 2. DESIGNATED TO BE UNDER A LONG TERM PROTECTIVE AGREEMENT.**

**E. THE COMMISSION SHALL CONSIDER SIMPLIFIED FOREST STAND DELINEATION, OR OTHER SUBSTITUTE PLAN DESCRIBED IN §16.48.050.D., COMPLETE IF IT INCLUDES:**

- 1. ALL REQUIREMENTS UNDER §16.48.050.C. 1, 2, 4, AND 5 OF THIS CHAPTER;**
- 2. A MAP SHOWING EXISTING FOREST COVER AS VERIFIED BY FIELD INSPECTION; AND**
- 3. OTHER INFORMATION REQUIRED BY THIS CHAPTER.**

~~[E.]~~ F. An approved forest stand delineation may remain in effect for a period not longer than five (5) years.

~~[F.]~~ G. **TIME FOR SUBMITTAL.**

1. Within ~~[sixty (60)]~~ **THIRTY (30)** calendar days after receipt of the forest stand delineation, the ~~[commission or agent]~~ **DEPARTMENT** shall notify the applicant whether the forest stand delineation is complete and correct.
2. If the ~~[commission or agent]~~ **DEPARTMENT** fails to notify the applicant within ~~[sixty (60)]~~ **THIRTY (30)** days, the delineation shall be treated as complete and correct.
3. The ~~[commission]~~ **DEPARTMENT** may require further information or provide for an additional fifteen (15) calendar days under extenuating circumstances.
4. The applicant ~~[will]~~ **SHALL** pay for the review of the ~~[submittal according to Review Fees Policy]~~ **FOREST STAND DELINEATION. FEES ARE TO BE ESTABLISHED FROM**

**TIME TO TIME BY POLICY, RESOLUTION, OR ORDINANCE BY THE TOWN AND SHALL BE PAID AT TIME OF APPLICATION.**

[16.48.120] **ARTICLE VI - Forest Conservation Plan.**

**16.48.070 – GENERAL PROVISIONS.**

**A. IN DEVELOPING A FOREST CONSERVATION PLAN, THE APPLICANT SHALL GIVE PRIORITY TO TECHNIQUES FOR RETAINING EXISTING FOREST ON THE SITE.**

**B. IF EXISTING FOREST ON THE SITE SUBJECT TO A FOREST CONSERVATION PLAN CANNOT BE RETAINED, THE APPLICANT SHALL DEMONSTRATE TO THE SATISFACTION OF THE COMMISSION:**

- 1. HOW TECHNIQUES FOR FOREST RETENTION HAVE BEEN EXHAUSTED;**
- 2. WHY THE PRIORITY FORESTS AND PRIORITY AREAS SPECIFIED IN NATURAL RESOURCES ARTICLE, §5-1604(C)(1), ANNOTATED CODE OF MARYLAND, CANNOT BE LEFT IN AN UNDISTURBED CONDITION:**
  - a. IF PRIORITY FORESTS AND PRIORITY AREAS CANNOT BE LEFT UNDISTURBED, HOW THE SEQUENCE FOR AFFORESTATION OR REFORESTATION WILL BE FOLLOWED IN COMPLIANCE WITH NATURAL RESOURCES ARTICLE, §5-1607, ANNOTATED CODE OF MARYLAND;**
  - b. WHERE ON THE SITE IN PRIORITY AREAS AFFORESTATION OR REFORESTATION WILL OCCUR IN COMPLIANCE WITH NATURAL RESOURCES ARTICLE, §5-1607, ANNOTATED CODE OF MARYLAND; AND**
- 3. HOW THE DISTURBANCE TO THE PRIORITY FORESTS AND PRIORITY AREAS SPECIFIED IN NATURAL RESOURCES ARTICLE, §5-1607(C)(2), ANNOTATED CODE OF MARYLAND, QUALIFIES FOR A VARIANCE.**

**C. THE APPLICANT SHALL DEMONSTRATE TO THE SATISFACTION OF THE COMMISSION THAT THE REQUIREMENTS FOR AFFORESTATION OR REFORESTATION ONSITE OR OFFSITE CANNOT BE REASONABLY ACCOMPLISHED IF THE APPLICANT PROPOSES TO MAKE A PAYMENT INTO THE LOCAL FOREST CONSERVATION FUND OR TO PURCHASE CREDITS FROM A FOREST MITIGATION BANK.**

**D. NONTIDAL WETLANDS. A REGULATED ACTIVITY WITHIN THE NET TRACT AREA THAT OCCURS WHOLLY OR PARTLY IN AREAS REGULATED AS NONTIDAL WETLANDS UNDER ENVIRONMENT ARTICLE, TITLE 9, ANNOTATED CODE OF MARYLAND, IS SUBJECT TO BOTH THE NONTIDAL WETLANDS REGULATORY REQUIREMENTS AND THE REQUIREMENTS OF THIS LAW, SUBJECT TO THE FOLLOWING:**

- 1. ANY AREA OF FOREST IN THE NET TRACT AREA, INCLUDING FOREST IN NONTIDAL WETLANDS THAT IS RETAINED, SHALL BE COUNTED TOWARDS FOREST CONSERVATION REQUIREMENTS UNDER THIS LAW;**
- 2. FOR THE PURPOSE OF CALCULATING REFORESTATION MITIGATION UNDER THIS CHAPTER, A FORESTED NONTIDAL WETLAND PERMITTED TO BE CUT OR CLEARED AND REQUIRED TO BE MITIGATED UNDER ENVIRONMENT ARTICLE, TITLE 9, ANNOTATED CODE OF MARYLAND, SHALL BE SHOWN ON THE FOREST CONSERVATION PLAN AND SUBTRACTED ON AN ACRE-FOR-ACRE BASIS FROM THE TOTAL AMOUNT OF FOREST TO BE CUT OR CLEARED AS PART OF A REGULATED ACTIVITY;**

3. **NONTIDAL WETLANDS SHALL BE CONSIDERED TO BE PRIORITY AREAS FOR RETENTION AND REPLACEMENT;**
4. **FORESTED NONTIDAL WETLAND IDENTIFICATION AND DELINEATION SHOULD BE INCLUDED AT THE EARLIEST STAGE OF PLANNING TO ASSIST THE APPLICANT IN AVOIDANCE AND REDUCTION OF IMPACTS TO THE NONTIDAL WETLANDS AND TO AVOID DELAY IN THE APPROVAL PROCESS.**

**16.48.080 – PRELIMINARY FOREST CONSERVATION PLAN.**

- A. A **PRELIMINARY** forest conservation plan shall be prepared by a licensed forester, A licensed landscape architect, or a qualified professional who meets the requirements stated in COMAR 08.19.06.01.A.
- ~~B. The forest conservation plan will be prepared by a licensed forester, licensed landscape architect, or a qualified professional who is approved by the commission to:~~
- ~~1. Develop a forest stand delineation according to criteria stated in the technical manual;~~
  - ~~2. Prepare and interpret maps, including soils, topography, floodplain, wetlands and a site map;~~
  - ~~3. Prepare afforestation and reforestation plans as stated in Sections 16.48.120 and 16.48.130;~~
  - ~~4. Prepare graphic indication of forest protection and retention areas and all method inclusive therein;~~
  - ~~5. Review impact of development on forested area;~~
  - ~~6. Prepare forest inventory using forest measurement equipment.~~
- ~~C. Developing a forest conservation plan, the applicant shall give priority to techniques for retaining existing forest on the site.~~
- ~~D. If existing forest on the site subject to a forest conservation plan cannot be retained, the applicant shall demonstrate to the satisfaction of the department:~~
- ~~1. How techniques for forest retention have been exhausted;~~
  - ~~2. Why the priority forests and priority areas specified in Natural Resources Article, Section 5-1607(c(2)), Annotated Code of Maryland, cannot be left in an undisturbed condition; and how the priority forests and priority areas specified in this section qualify for a modification;~~
  - ~~3. If the priority forests and priority areas cannot be left undisturbed, how the sequence for afforestation or reforestation will be followed in compliance with Natural Resources Article Section 5-1607(C(1)), Annotated Code of Maryland;~~
  - ~~4. Where on the site in priority areas afforestation or reforestation will occur in compliance with Natural Resources Article Section 5-1607, Annotated Code of Maryland.~~
  - ~~5. The applicant shall demonstrate to the satisfaction of the department that the requirements for afforestation or reforestation on site or off site cannot be reasonably accomplished if the applicant proposes to make a payment into a fund as per Section 16.48.160 instead of afforestation or reforestation.~~
- B. A PRELIMINARY FOREST CONSERVATION PLAN SHALL:**
1. **BE SUBMITTED WITH THE PRELIMINARY PLAN OF SUBDIVISION OR PROPOSED PROJECT PLAN;**
  2. **INCLUDE THE APPROVED FOREST STAND DELINEATION FOR THE SITE;**
  3. **INCLUDE A TABLE THAT LISTS THE PROPOSED VALUES OF THE FOLLOWING, IN SQUARE FEET:**
    - a. **NET TRACT AREA;**
    - b. **AREA OF FOREST CONSERVATION REQUIRED; AND**
    - c. **AREA OF FOREST CONSERVATION THAT THAT THE APPLICANT PROPOSES TO PROVIDE, INCLUDING BOTH ONSITE AND OFFSITE AREAS;**

4. INCLUDE A CLEAR GRAPHIC INDICATION OF THE FOREST CONSERVATION PROVIDED ON THE SITE DRAWN TO SCALE, SHOWING AREAS WHERE RETENTION OF EXISTING FOREST OR AFFORESTATION OR REFORESTATION IS PROPOSED;
5. INCLUDE AN EXPLANATION OF HOW THE PROVISIONS OF §16.48.070 OF THIS ARTICLE HAVE BEEN MET;
6. IN THE CASE OF AFFORESTATION OR REFORESTATION, INCLUDE A PROPOSED AFFORESTATION OR REFORESTATION PLAN;
7. INCLUDE A PROPOSED CONSTRUCTION TIMETABLE SHOWING THE SEQUENCE OF FOREST CONSERVATION PROCEDURES;
8. SHOW THE PROPOSED LIMITS OF DISTURBANCE;
9. SHOW PROPOSED STOCKPILE AREAS;
10. INCORPORATE A PROPOSED TWO (2) YEAR MAINTENANCE AGREEMENT THAT SHOWS HOW AREAS DESIGNATED FOR AFFORESTATION OR REFORESTATION WILL BE MAINTAINED TO ENSURE PROTECTION AND SATISFACTORY ESTABLISHMENT; AND
11. OTHER INFORMATION THE DEPARTMENT DETERMINES IS NECESSARY TO IMPLEMENT THIS CHAPTER.

C. THE REVIEW OF THE PRELIMINARY FOREST CONSERVATION PLAN SHALL BE CONCURRENT WITH THE REVIEW OF THE PRELIMINARY SITE PLAN.

D. DURING THE DIFFERENT STAGES OF THE REVIEW PROCESS, THE PRELIMINARY FOREST CONSERVATION PLAN MAY BE MODIFIED PROVIDED THE COMMISSION APPROVES OF THE CHANGES.

E. THE APPLICANT SHALL PAY FOR THE REVIEW OF THE PRELIMINARY FOREST CONSERVATION PLAN. FEES ARE TO BE ESTABLISHED FROM TIME TO TIME BY POLICY, RESOLUTION, OR ORDINANCE BY THE TOWN AND SHALL BE PAID AT TIME OF APPLICATION.

#### 16.48.090 – FINAL FOREST CONSERVATION PLAN.

A. A FINAL FOREST CONSERVATION PLAN SHALL BE PREPARED BY A LICENSED FORESTER, A LICENSED LANDSCAPE ARCHITECT, OR A QUALIFIED PROFESSIONAL WHO MEETS THE REQUIREMENTS STATED IN COMAR 08.19.06.01.A.

~~[E.]~~ B. A FINAL forest conservation plan shall:

1. Be submitted with the **FOLLOWING**: [~~preliminary subdivision plan or site plan submitted for the site;~~]
  - a. A FINAL SUBDIVISION PLAN;
  - b. A FINAL PROJECT PLAN;
  - c. AN APPLICATION FOR A GRADING PERMIT; OR
  - d. AN APPLICATION FOR A SEDIMENT CONTROL PERMIT;
- ~~[2. Include a map of the site drawing at the same scale as the subdivision plat or site plan;~~
- ~~3. Include a table that lists, in square feet:~~
  - a. The net tract area;
  - b. The total area of forest conservation required; and
  - c. The total area of forest conservation that the applicant proposes to provide, including both on-site and off-site areas;
- ~~4. Include a clear graphic indication of the forest conservation provided on the site, showing areas where retention of existing forest or afforestation is planned;~~
- ~~5. Include a construction timetable showing the sequence for tree conservation procedures;~~

- ~~6. Include an afforestation or reforestation plan prepared by a licensed forester or licensed landscape architect with a timetable and description of needed site and soil preparation, species, size and spacing to be utilized;]~~
- ~~[7.] 2. Show **PROPOSED** locations and types of protective devices to be used during construction activities to protect trees and [areas of] forest designated for conservation;~~
- ~~[8. Show the planned limits of disturbance;~~
- ~~9. Show planned stockpile areas;~~
- ~~10. Incorporate a commitment to complete all required afforestation and reforestation within one year following approval and recording in the county records of the final development plat, or within two growing seasons following approval and recording in the county records of the final development plat, if a particular species in the plan necessitates it;]~~
- 3. IN THE CASE OF AFFORESTATION OR REFORESTATION, INCLUDE AN AFFORESTATION OR REFORESTATION PLAN, WITH A TIMETABLE AND DESCRIPTION OF NEEDED SITE AND SOIL PREPARATION, SPECIES, SIZE, AND SPACING TO BE USED;**
- ~~[11.] 4. Incorporate a binding two (2) year [management] **MAINTENANCE** agreement **SPECIFIED IN COMAR 08.19.05.01** that details how the areas designated for afforestation or reforestation will be maintained to ensure protection [or] **AND** satisfactory establishment, including:
  - a. Watering; and
  - b. A reinforcement planting provision if survival rates fall below required standards, as [set forth] **PROVIDED** in the Forest Conservation **TECHNICAL** Manual;~~
- ~~[12.] 5. Incorporate a **LONG-TERM** binding protective agreement **SPECIFIED IN COMAR 08.19.05.02** that:
  - a. Provides protection for areas of forest conservation, including areas of afforestation, reforestation, and retention; **AND**
  - b. Limits uses in areas of forest conservation to those uses that are **DESIGNATED AND** consistent with forest conservation, including recreational activities and [any] forest management practices that [is] **ARE** used to preserve forest; [and
  - e. Incorporates conservation easements, deed restrictions, covenants, and other agreements as necessary;~~
- ~~13. Information required in the forest conservation technical manual; and~~
- ~~14. Any other information the department requires.]~~
- 6. INCLUDE THE SUBSTANTIVE ELEMENTS REQUIRED UNDER §16.48.080.B. (2)—(5), (7)—(9), AND (11) OF THIS CHAPTER, AS FINALIZED ELEMENTS OF THE FOREST CONSERVATION PLAN; AND**
- 7. OTHER INFORMATION THE DEPARTMENT DETERMINES IS NECESSARY TO IMPLEMENT THIS CHAPTER.**
- ~~[F.]~~ **C. TIME FOR SUBMITTAL.**
  1. Within ~~[sixty (60)]~~ **FORTY-FIVE (45)** calendar days after receipt of the **FINAL** forest conservation plan, the ~~[commission or agent]~~ **DEPARTMENT** shall notify the applicant whether the forest conservation plan is complete and approved.
  2. If the ~~[commission or agent]~~ **DEPARTMENT** fails to notify the applicant within ~~[sixty (60)]~~ **FORTY-FIVE (45)** calendar days, the plan shall be treated as complete and approved.
  3. The ~~[commission]~~ **DEPARTMENT** may require further information or extend the deadline for an additional fifteen (15) calendar days under extenuating circumstances.
  4. At the request of the applicant, the Department may extend the deadline under extenuating circumstances.
  5. The applicant ~~[will pay for the review of the forest conservation plan at forty dollars (\$40.00) per hour before approval is issued.]~~ **SHALL PAY FOR THE REVIEW OF THE FINAL**

**FOREST CONSERVATION PLAN. FEES ARE TO BE ESTABLISHED FROM TIME TO TIME BY POLICY, RESOLUTION, OR ORDINANCE BY THE TOWN AND SHALL BE PAID AT TIME OF APPLICATION.**

- ~~[G.]~~ **D.** The Commission's review of a **FINAL** forest conservation plan shall be concurrent with the review of the ~~[preliminary]~~ **FINAL** subdivision ~~[plat]~~ or ~~[site]~~ **PROJECT** plan, **GRADING PERMIT APPLICATION, OR SEDIMENT CONTROL APPLICATION** associated with the project.
- ~~[H.]~~ **E.** The ~~[commission]~~ **DEPARTMENT** may revoke an approved forest conservation plan if it finds that:
1. ~~[Any]~~ **A** provision of the plan has been violated;
  2. Approval of the plan was obtained through fraud, misrepresentation, a false or misleading statement, or omission of a relevant or material fact; or
  3. Changes in the development or in the condition of the site necessitate preparation of a new or amended plan.
- ~~[I.]~~ **F.** The ~~[commission]~~ **DEPARTMENT** may issue a stop work order against ~~[any]~~ **A** person who violates ~~[any]~~ **A** provision of this Chapter or ~~[any]~~ **A** regulation, order, approved **FOREST CONSERVATION** plan or ~~[management]~~ **MAINTENANCE** agreement.
- ~~[J.]~~ **G.** ~~[Prior to]~~ **BEFORE** revoking approval of a forest conservation plan, the ~~[commission]~~ **DEPARTMENT** shall notify the violator in writing and provide an opportunity for a hearing.
- ~~K.~~ ~~If a forest conservation plan is required by this article, a person may not cut, clear, or grade on the development site until the commission has approved the plan or if the person is in violation of an approved plan.~~
- ~~16.48.130 – Retention and afforestation.]~~

**ARTICLE VII – AFFORESTATION AND RETENTION.**

**16.48.100 – AFFORESTATION REQUIREMENT.**

- A. A person ~~[who applies]~~ **MAKING APPLICATION** after January 1, 1993 for subdivision **OR PROJECT PLAN** approval, a grading permit, or a sediment control permit for an area of land of twenty thousand (20,000) square feet or ~~[more]~~ **GREATER, SHALL:**
1. ~~[Shall]~~ Conduct afforestation on the lot or parcel in accordance with the following:  
~~[a. For the following land use categories, a site with less than fifteen (15) percent of its net tract area in forest cover shall be afforested up to at least fifteen (15) percent of the net tract area:]~~
    - a. **A TRACT HAVING LESS THAN FIFTY (50) PERCENT OF THE NET TRACT AREA IN FOREST COVER SHALL BE AFFORESTED UP TO AT LEAST FIFTY (50) PERCENT OF THE NET TRACT AREA FOR THE FOLLOWING LAND CATEGORIES:**
      - i. **AGRICULTURAL AND RESOURCE AREAS.**
    - b. **A TRACT HAVING LESS THAN TWENTY FIVE (25) PERCENT OF THE NET TRACT IN AREA IN FOREST COVER SHALL BE AFFORESTED UP TO AT LEAST TWENTY FIVE (25) PERCENT OF THE NET TRACT AREA FOR THE FOLLOWING LAND CATEGORIES:**
      - i. **LOW DENSITY RESIDENTIAL AREAS; AND**
      - ii. **MEDIUM DENSITY RESIDENTIAL AREAS.**
    - c. **A TRACT HAVING LESS THAN TWENTY (20) PERCENT OF THE NET TRACT AREA IN FOREST COVER SHALL BE AFFORESTED UP TO AT LEAST TWENTY (20) PERCENT OF THE NET TRACT AREA FOR THE FOLLOWING LAND CATEGORIES:**
      - i. **INSTITUTIONAL DEVELOPMENT AREAS; AND**

**ii. HIGH DENSITY RESIDENTIAL AREAS;**  
**d. A TRACT WITH LESS THAN FIFTEEN (15) PERCENT OF ITS NET TRACT AREA IN FOREST COVER SHALL BE AFFORESTED UP TO AT LEAST FIFTEEN (15) PERCENT OF THE NET TRACT AREA FOR THE FOLLOWING USE LAND CATEGORIES:**

~~[i. Institutional development areas;~~

~~ii. High density residential areas;]~~

~~[iii.] i. Mixed use [and planned unit development] areas; and~~

~~[iv.] ii. Commercial and industrial use areas.~~

~~[2. Shall comply with the standards set forth in COMAR when cutting into forest cover that is] [currently below these afforestation percentages.]~~

- B. Comply with the following when cutting into forest cover that is currently below the afforestation percentageS described in ~~[subsection (A)(1) and (2)]~~ **§16.48.100.A.1.** of this ~~[section]~~ **CHAPTER:**
1. The required afforestation level shall be determined by the amount of forest existing before cutting or clearing begins; and
  2. Forest cut or cleared below the required afforestation level shall be reforested or afforested at a two (2) to one (1) ratio and added to the amount of afforestation necessary to reach the minimum required afforestation level, as determined by the amount of forest existing before cutting or clearing began.

~~[C.]~~ **16.48.110 – RETENTION.**

A. The following trees, shrubs, plants, and specific areas ~~[shall be]~~ **ARE** considered priority for retention and protection and shall be left in an undisturbed condition unless the applicant has demonstrated, to the satisfaction of the Commission, that reasonable efforts have been made to protect them and the plan cannot ~~[be]~~ reasonably **BE** altered:

1. Trees, shrubs, and plants located in sensitive areas including the one hundred (100) year floodplain, intermittent and perennial streams and their buffers, steep slopes, **NONTIDAL WETLANDS**, and critical habitats; **AND**
2. Contiguous forest that connects the largest undeveloped or most vegetated tracts of land within and adjacent to the site.

**B. THE FOLLOWING TREES, SHRUBS, PLANTS, AND SPECIFIC AREAS ARE CONSIDERED PRIORITY FOR RETENTION AND PROTECTION AND SHALL BE LEFT IN AN UNDISTURBED CONDITION UNLESS THE APPLICANT HAS DEMONSTRATED, TO THE SATISFACTION OF THE COMMISSION, THAT THE APPLICANT QUALIFIES FOR A VARIANCE IN ACCORDANCE WITH §16.48.180 OF THIS CHAPTER:**

~~[3.]~~ **1.** Trees, shrubs, or plants ~~[identified on the list of]~~ **DETERMINED TO BE** rare, threatened, ~~[and]~~ **OR** endangered ~~[species]~~ under:

**a.** The **FEDERAL** Endangered Species Act of 1973 in **16 U.S.C.** ~~[Sections]~~ §§1531—1544 and in 50 CFR 17 ~~[or under COMAR, 08.08.08];~~

**b.** **THE MARYLAND NONGAME AND ENDANGERED SPECIES CONSERVATION ACT, NATURAL RESOURCES ARTICLE, §§10-2A-01—10-2A-09, ANNOTATED CODE OF MARYLAND; AND**

**c.** **COMAR 08.03.08;**

~~[4.]~~ **2.** Trees that:

- a. Are part of a historic site;
- b. Are associated with a historic structure; or
- c. Have been designated by the State or the Department as a national, State, or county champion tree; **AND**

~~[5.]~~ **3.** **ANY** tree[s] having a diameter measured at 4.5 feet above the ground of:

- a. Thirty (30) inches or more; or
- b. Seventy-five (75) percent **OR MORE** of the diameter, measured at 4.5 feet above the ground, of the current State champion tree of that species as designated by the State of Maryland Department of Natural Resources.

**ARTICLE VIII – REFORESTATION.**

~~[16.48.140 – Reforestation.]~~ **16.48.120 – FOREST CONSERVATION THRESHOLD.**

- A. There is a forest conservation threshold established for all land use categories, as provided in Subsection B **OF THIS ARTICLE**. The forest conservation threshold means the percentage of the ~~[new]~~ **NET** tract area at which the reforestation requirement changes from a ratio of one-fourth (1/4) acre planted for each acre removed above the threshold to a ratio of two (2) acres planted for each acre removed below the threshold.
- B. After ~~[every]~~ reasonable effortS to minimize the cutting or clearing of trees and other woody plants ~~[is]~~ **HAVE BEEN** exhausted in the development of a subdivision ~~[plan]~~ **OR PROJECT PLAN**, ~~[and]~~ grading and sediment control activities, and implementation of the forest conservation plan, the forest conservation plan shall provide for reforestation, **PURCHASE OF CREDITS FROM A FOREST MITIGATION BANK**, or payment into the forest conservation fund, according to the formula set forth in SubsectionS **(B) AND (C) OF THIS ARTICLE** and consistent with **§16.48.070 OF THIS CHAPTER, AND** the following forest conservation thresholdS for the applicable land use category:

<i>Category of Use</i>	<i>Threshold Percentage</i>
<b>(1) Agricultural and Resource <del>[Conservation]</del> AREAS</b>	50%
<b>(2) LOW DENSITY RESIDENTIAL AREAS</b>	<b>25%</b>
<b>(3) MEDIUM DENSITY RESIDENTIAL AREAS</b>	<b>25%</b>
<b>(4) Institutional Development Areas</b>	20%
<b>(5) High Density Residential Areas</b>	20%
<b>(6) Mixed Use <del>[and Planned Unit Development]</del> Areas</b>	15%
<b>(7) Commercial and Industrial Use Areas</b>	15%

**C. CALCULATIONS.**

- 1. ~~[If the percentage of forest cover remaining on the net tract area after cutting or clearing are completed, equals or exceeds the threshold established by the section, the site]~~ **FOR ALL EXISTING FOREST COVER MEASURED TO THE NEAREST ONE-TENTH (1/10) ACRE CLEARED ON THE NET TRACT AREA ABOVE THE APPLICABLE FOREST CONSERVATION THRESHOLD, THE AREA OF FOREST REMOVED** shall be reforested at a ratio of one-fourth (1/4) acre planted for ~~[every]~~ **EACH** acre removed.
- 2. Each acre of forest retained on the net tract area above the **APPLICABLE FOREST CONSERVATION** threshold shall be credited against the total number of acres required to be reforested under ~~[subsection (C)(1)]~~ **PARAGRAPH (1) OF THIS SUBSECTION. THE CALCULATION OF THE CREDIT SHALL BE ACCORDING TO THE CRITERIA PROVIDED IN THE FOREST CONSERVATION TECHNICAL MANUAL.**

3. ~~{If the percentage of forest cover remaining on the net tract area after cutting and clearing are completed is less than the threshold established by this section, the site}~~ **FOR ALL EXISTING FOREST COVER MEASURED TO THE NEAREST ONE-TENTH (1/10) ACRE CLEARED ON THE NET TRACT AREA BELOW THE APPLICABLE FOREST CONSERVATION THRESHOLD, THE AREA OF FOREST REMOVED** shall be reforested at a ratio of two (2) acres planted for ~~[every]~~ **EACH** acre removed **BELOW THE THRESHOLD.**

~~{16.48.150}~~ **ARTICLE IX - Priorities and Time Requirements for Afforestation and Reforestation.**

**16.48.130 – SEQUENCE FOR AFFORESTATION AND REFORESTATION.**

- A. ~~[The recommended sequence for forest conservation,]~~ After techniques for retaining existing forest on the site have been exhausted, **THE PREFERRED SEQUENCE FOR AFFORESTATION AND REFORESTATION, AS DETERMINED BY THE DEPARTMENT,** is as follows:
  - ~~{1. Selective clearing and supplemental planting on site;}~~
  - ~~{2. On site afforestation, or reforestation, if economically feasible, using transplanted or nursery} [stock that is greater than 1.5 inches in diameter measured at 4.5 feet above the ground;]~~
  - ~~{3. On site afforestation, or reforestation, using whips and shelters;}~~
  - ~~{4. Landscaping of areas under an approved landscaping plan that establishes a forest that is at} [least thirty five (35) feet wide and covers two thousand five hundred (2,500) square feet of} [area;]~~
  - ~~{5. Off site afforestation, or reforestation, using transplanted or nurser stock that is greater than 1.5} [inches diameter measured at 4.5 feet above the ground;]~~
  - ~~{6. Off site afforestation, or reforestation, using whip and shelters.}~~
- 1. FOREST CREATION IN ACCORDANCE WITH A FOREST CONSERVATION PLAN USING ONE OR MORE OF THE FOLLOWING:**
  - a. TRANSPLANTED OR NURSERY STOCK;**
  - b. WHIP AND SEEDLING STOCK; OR**
  - c. NATURAL REGENERATION WHERE IT CAN BE ADEQUATELY SHOWN TO MEET THE OBJECTIVE OF THE FOREST CONSERVATION TECHNICAL MANUAL;**
- 2. IN A MUNICIPAL CORPORATION WITH A TREE MANAGEMENT PLAN AND IN AN EXISTING POPULATION CENTER DESIGNATED IN THE COUNTY MASTER PLAN THAT HAS BEEN ADOPTED TO CONFORM WITH THE ECONOMIC GROWTH, RESOURCE PROTECTION, AND PLANNING ACT OF 1992, OR IN ANY OTHER DESIGNATED AREA APPROVED BY THE DEPARTMENT, THE USE OF:**
  - a. STREET TREES AS A PERMISSIBLE STEP IN THE PRIORITY SEQUENCE FOR AFFORESTATION OR REFORESTATION AND WITH A MATURE CANOPY COVERAGE MAY BE GRANTED FULL CREDIT AS A MITIGATION TECHNIQUE; AND**
  - b. ACQUISITION OF AN OFF-SITE PROTECTION EASEMENT ON EXISTING FORESTED AREAS NOT CURRENTLY PROTECTED IN PERPETUITY AS A MITIGATION TECHNIQUE, IN WHICH CASE THE AFFORESTATION OR REFORESTATION CREDIT GRANTED MAY NOT EXCEED FIFTY (50) PERCENT OF THE AREA OF FOREST COVER PROTECTED;**
- 3. WHEN ALL OTHER OPTIONS, BOTH ON-SITE AND OFF-SITE, HAVE BEEN EXHAUSTED, LANDSCAPING AS A MITIGATION TECHNIQUE CONDUCTED UNDER AN APPROVED LANDSCAPING PLAN THAT ESTABLISHES A FOREST OF**

**AT LEAST THIRTY-FIVE (35) FEET WIDE AND COVERING AT LEAST TWO-THOUSAND-FIVE-HUNDRED (2,500) SQUARE FEET OF AREA.**

- B. A sequence other than the one described in Subsection A of this ~~[section]~~ **ARTICLE** may be used for a specific project, if necessary, to achieve the objectives of the ~~[county]~~ **TOWN** land use plan or ~~[county]~~ **TOWN** land use policies, or to take advantage of opportunities to consolidate forest conservation efforts.
- C. The following ~~[shall be]~~ **ARE** considered A priority for afforestation and reforestation:
1. ~~[Establish or]~~ **THOSE TECHNIQUES THAT** enhance **EXISTING** forest ~~[buffers adjacent to intermittent and perennial streams to widths of at least fifty (50) feet]~~ **AND INVOLVE SELECTIVE CLEARING OR SUPPLEMENTAL PLANTING ON-SITE;**
  2. **ON-SITE AFFORESTATION OR REFORESTATION WHERE THE RETENTION OPTIONS HAVE BEEN EXHAUSTED, USING METHODS SELECTED IN ACCORDANCE WITH SUBSECTION F OF THIS ARTICLE, AND THE LOCATION BEING SELECTED IN ACCORDANCE WITH THIS SUBSECTION;**
  3. **OFF-SITE AFFORESTATION OR REFORESTATION IN THE SAME WATERSHED OR IN ACCORDANCE WITH AN APPROVED MASTER PLAN WHERE THE APPLICANT HAS DEMONSTRATED THAT NO REASONABLE ALTERNATIVE ON-SITE EXISTS, OR WHERE:**
    - a. **ANY ON-SITE PRIORITY AREAS FOR AFFORESTATION OR REFORESTATION HAVE BEEN PLANTED IN ACCORDANCE WITH THIS SUBSECTION; AND**
    - b. **THE APPLICANT HAS JUSTIFIED TO THE COMMISSION'S SATISFACTION THAT ENVIRONMENTAL BENEFITS ASSOCIATED WITH OFF-SITE AFFORESTATION OR REFORESTATION EXCEED THOSE DERIVED FROM ON-SITE PLANTING.**
- D. **IN THE CASES CITED IN SUBSECTION C OF THIS ARTICLE, THE METHOD SHALL BE SELECTED IN ACCORDANCE WITH SUBSECTION F OF THIS ARTICLE AND THE LOCATION SHALL BE SELECTED IN ACCORDANCE WITH SUBSECTION C OF THIS ARTICLE.**
- E. **OFF-SITE AFFORESTATION OR REFORESTATION MAY INCLUDE THE USE OF FOREST MITIGATION BANKS, WHICH HAVE BEEN SO DESIGNATED IN ADVANCE BY THE DEPARTMENT.**
- F. **STANDARDS FOR MEETING AFFORESTATION OR REFORESTATION REQUIREMENTS SHALL BE ESTABLISHED USING ONE OR MORE OF THE FOLLOWING METHODS:**
- ~~[2.]~~ **1. ESTABLISH OR ENHANCE FOREST BUFFERS ADJACENT TO INTERMITTENT AND PERENNIAL STREAMS, AND COASTAL BAYS AND THEIR BUFFERS, TO WIDTHS OF AT LEAST 50 FEET;**
  2. Establish or enhance ~~[non]~~forested areas ~~[on]~~ **IN** one hundred (100) year floodplains ~~[, when appropriate];~~
  3. Establish or increase existing forested corridors to connect existing forests within or adjacent to the site~~[-]~~ **AND** where practical, forested corridors should be a minimum of three hundred (300) feet in width to facilitate wildlife movement;
  4. Establish or enhance forest buffers adjacent to critical habitats where appropriate;
  5. Establish planting to stabilize slopes of twenty-five (25) percent or greater and slopes of fifteen (15) percent or greater with a soil K value greater than 0.35 including the slopes of ravines or other natural depressions;
  6. Establish buffers adjacent to areas of differing land use ~~[where]~~ **WHEN** appropriate, or adjacent to highways or utility rights-of-way;

7. Establish forest areas adjacent to existing forests [~~so as~~] to increase the overall area of contiguous forest cover, when appropriate; and
  8. Use native plant materials for afforestation or reforestation, when appropriate.
- ~~[D.]~~ **G.** A person required to conduct afforestation or reforestation under this Chapter shall accomplish [~~the reforestation~~] **IT** within one (1) year or two (2) growing seasons, whichever is **A greater TIME PERIOD**, following [~~the approval and recording in Frederick County's records of the final~~] development ~~plat~~ **PROJECT COMPLETION**.

~~[16.48.160]~~ **ARTICLE X - Payment [~~in lieu~~] INSTEAD of Afforestation and Reforestation.**

**16.48.140 – FOREST CONSERVATION FUND.**

- A. There is [~~created~~] **ESTABLISHED** an "Emmitsburg Forest Conservation Fund [-]" **THAT MEETS THE REQUIREMENTS OF NATURAL RESOURCES ARTICLE, §5-1610(H-1), ANNOTATED CODE OF MARYLAND.**
- B. If a person subject to this [~~article~~] **CHAPTER** demonstrates to the satisfaction of the Commission that **REQUIREMENTS FOR** reforestation or afforestation onsite or offsite cannot be reasonably accomplished **AND APPROPRIATE CREDITS GENERATED BY A FOREST MITIGATION BANK IN THE SAME COUNTY OR WATERSHED ARE NOT AVAILABLE**, the person shall contribute money [~~at a rate of thirty cents (\$0.30) per square foot of the area of required planting;~~] into the Town's Forest Conservation Fund:
  1. **FOR A PROJECT INSIDE A PRIORITY FUNDING AREA, AS DEFINED IN NATURAL RESOURCES ARTICLE, §5-1610, ANNOTATED CODE OF MARYLAND, AT A RATE OF 30.5 CENTS PER SQUARE FOOT OF THE AREA OF REQUIRED PLANTING WITH THE AMOUNT ADJUSTED BY THE DEPARTMENT BASED ON THE PREVIOUS YEAR'S INFLATION RATE; AND**
  2. **FOR A PROJECT OUTSIDE A PRIORITY FUNDING AREA, AT A RATE OF 36.6 CENTS PER SQUARE FOOT OF THE AREA OF REQUIRED PLANTING.**
- C. Money contributed [~~in lieu~~] **INSTEAD** of afforestation or reforestation under this [~~subsection~~] **ARTICLE** shall be paid within ninety (90) calendar days of the approval the preliminary subdivision plat, [~~or~~] site plan[-] **PROJECT PLAN, GRADING PERMIT APPLICATION, OR SEDIMENT CONTROL APPLICATION.**
- D. **THE TOWN SHALL ACCOMPLISH THE REFORESTATION OR AFFORESTATION FOR THE EQUIVALENT NUMBER OF ACRES FOR WHICH THE MONEY IS DEPOSITED WITHIN** [~~Money contributed under this section shall remain in the account for a period of~~] two (2) years or three (3) growing seasons, whichever is a greater time period **AFTER RECEIPT OF THE MONEY**. [~~At the end of that time, any part that has not been used to meet the afforestation or reforestation requirements shall be returned to the person who provided the money.~~]
- ~~[E.]~~ Money contributed under this section shall remain in the account for a period of two years, or three [~~growing seasons.~~]
- ~~[F.]~~ **E.** Money [~~contributed under this section~~] **DEPOSITED IN THE TOWN'S FOREST CONSERVATION FUND:**
  1. May be [~~used only for~~] **SPENT ON THE COSTS DIRECTLY RELATED TO** reforestation and afforestation, including site identification, acquisition, [~~and~~] preparation[;], **MAINTENANCE OF EXISTING FORESTS**, [~~and no more than twenty (20) percent for administration; and for maintenance of existing forests that are protected by a long term protective agreement as defined in this chapter;~~] and [~~for~~] achieving urban canopy goals;
  2. Shall be deposited in a separate forest conservation fund; and [~~if this cannot be accomplished~~] [~~then the commission can decide to allow reforestation or afforestation to occur in the county~~] [~~for watershed in the state in which the project is located;~~]

3. ~~[Shall]~~ **MAY** not revert to the general fund.

~~[G.]~~ **F. SITES FOR AFFORESTATION OR REFORESTATION USING FUND MONEY.**

1. Except as provided in ~~[paragraph]~~ **SUBSECTION F (2)** of this ~~[subsection]~~ **ARTICLE**, the reforestation or afforestation requirement under this ~~[subsection]~~ **ARTICLE** shall occur within the corporate limits of the Town.
2. If the reforestation or afforestation cannot be reasonably accomplished ~~[on the subject property, or]~~ within the corporate limits of the Town **OR OTHER TOWN OWNED PROPERTY WITHIN THE COUNTY**, then the reforestation or afforestation shall occur ~~[on other town-owned property]~~ within the County ~~[;]~~ or **WATERSHED IN THE STATE IN WHICH THE PROJECT IS LOCATED**. ~~[on a property that has been previously approved as a participant in the Frederick County Forest Banking Program.]~~

~~[16.48.170]~~ **ARTICLE XI - Recommended Tree Species.**

**16.48.150 – RECOMMENDED TREE SPECIES LIST.**

- A. Tree species used for afforestation or reforestation shall be native to the county, when appropriate, and selected from a list of approved species established by the ~~[Commission]~~ **DEPARTMENT**.
- B. The ~~[Commission]~~ **DEPARTMENT** shall adopt ~~[regulations establishing]~~ a list of tree species ~~[native to the county]~~ to be used for **ANY REQUIRED** afforestation or reforestation.

~~[16.48.180—Surety]~~ **ARTICLE XII – FINANCIAL SECURITY** for Afforestation and Reforestation.

**16.48.160 – BONDING.**

- A. A person required to conduct afforestation or reforestation under this ~~[article]~~ **CHAPTER** shall furnish ~~[surety]~~ **FINANCIAL SECURITY** in the form of **A BOND**, an irrevocable letter of credit, ~~[drawn on a Frederick County bank]~~ or other security approved by the ~~[commission]~~ **DEPARTMENT**. The surety shall:
  1. Assure that the afforestation, reforestation, and **THE** associated ~~[management plan]~~ **MAINTENANCE AGREEMENT** are conducted and maintained in accordance with the approved forest conservation plan;
  2. Be in the amount equal to the estimated cost, as determined by the ~~[commission]~~ **DEPARTMENT**, of afforestation ~~[or]~~ **AND** reforestation; plus administration and inspection costs of twenty (20) percent; and
  3. Be in a form and of a content approved by the **DEPARTMENT AND** Town Attorney.
- B. ~~[If after one growing season the planting associated with the afforestation or reforestation meet or exceed the standards of the forest conservation manual, the town shall notify the appropriate entity that liability has been reduced by fifty (50) percent.]~~ **AFTER ONE GROWING SEASON, THE PERSON REQUIRED TO FILE A BOND UNDER §16.48.160.A. OF THIS ARTICLE MAY REQUEST REDUCTION OF THE AMOUNT OF THE BOND OR OTHER FINANCIAL SECURITY BY SUBMITTING A WRITTEN REQUEST TO THE DEPARTMENT WITH A JUSTIFICATION FOR REDUCING THE BOND OR OTHER FINANCIAL SECURITY AMOUNT, INCLUDING ESTIMATED OR ACTUAL COSTS TO ENSURE AFFORESTATION OR REFORESTATION REQUIREMENTS ARE MET.**
- C. ~~[If after two growing seasons the plantings associated with the afforestation or reforestation meet or exceed the standards of the forest conservation manual, the town shall notify the appropriate entity that liability has been reduced to zero (0) percent.]~~ **THE DEPARTMENT SHALL DETERMINE WHETHER A LESSER AMOUNT IS SUFFICIENT TO COVER THE COST OF AFFORESTATION OR REFORESTATION, TAKING INTO ACCOUNT THE FOLLOWING:**
  1. **THE NUMBER OF ACRES;**

2. **THE PROPOSED METHOD OF AFFORESTATION OR REFORESTATION;**
3. **THE COST OF PLANTING MATERIALS OR REPLACEMENT MATERIALS;**
4. **THE COST OF MAINTENANCE OF THE AFFORESTATION OR REFORESTATION PROJECT; AND**
5. **OTHER RELEVANT FACTORS.**

**D. IF, AFTER TWO GROWING SEASONS, THE PLANTINGS ASSOCIATED WITH THE AFFORESTATION OR REFORESTATION MEET OR EXCEED THE STANDARDS OF THE FOREST CONSERVATION TECHNICAL MANUAL, THE AMOUNT OF THE CASH, BOND, LETTER OF CREDIT, SURETY BOND, OR OTHER SECURITY SHALL BE RETURNED OR RELEASED.**

~~D.]~~ E. The local forest conservation program will incorporate the financial security set forth in §16.48.160 A—D OF this article ~~and~~ OR in COMAR 08.19.05.01.B.

~~{16.48.190}~~ **ARTICLE XIII** - Standards for Protecting Trees from Construction Activities.

**16.48.170 – PROTECTION DEVICES.**

- A. The Town shall adopt standards for the protection of trees from construction activity. ~~[that are at least as effective as the standards set forth in the state of Maryland Department of Natural Resources' Forest Conservation Manual.]~~
- B. Before cutting, clearing, grading, or construction begins on a site for which a forest conservation plan is required by this chapter, the ~~[developer]~~ **APPLICANT** shall demonstrate to the ~~[commission]~~ **DEPARTMENT** that protective devices have been established.

~~{16.48.200}~~ **ARTICLE XIV** - Variances.

**16.48.180 – PROCEDURE.**

- A. **A PERSON MAY REQUEST A VARIANCE FROM THIS CHAPTER OR THE REQUIREMENTS OF NATURAL RESOURCE ARTICLE, §§5-1601—5-1612, ANNOTATED CODE OF MARYLAND, IF THE PERSON DEMONSTRATES THAT ENFORCEMENT WOULD RESULT IN UNWARRANTED HARDSHIP TO THE PERSON.** The TOWN'S Board of Appeals may grant a variance to this ~~[article]~~ **CHAPTER** in accordance with this section.
- B. ~~[In order to grant a variance to this article, the Board of Appeals issue specific written findings of fact demonstrating that the granting of variance]~~ **THE APPLICANT FOR A VARIANCE SHALL:**
  - 1. ~~[Was due to]~~ **DESCRIBE THE special CONDITIONS PECULIAR TO THE PROPERTY WHICH WOULD CAUSE THE** ~~[features of the particular site or other circumstances, and that implementation of this article would result in]~~ unwarranted hardship ~~[to an applicant];~~
  - 2. ~~[Was because the]~~ **DESCRIBE HOW** enforcement of these rules ~~[would]~~ **WILL** deprive the applicant of rights commonly enjoyed by others in similar areas;
  - 3. ~~[Would]~~ **VERIFY THAT THE GRANTING OF THE VARIANCE WILL** not confer on the applicant a special privilege that would be denied to other applicants;
  - 4. ~~[Was]~~ **VERIFY THAT THE VARIANCE REQUEST IS** not based on conditions or circumstances which are the result of actions by the applicant;
  - 5. **VERIFY** that the request does not arise from a condition relating to land or building use, either permitted or nonconforming, on a neighboring property; **AND**
  - 6. **VERIFY THAT THE GRANTING OF A VARIANCE** will not adversely affect water quality~~[:]~~.
  - ~~{7. Is designed in a manner consistent with the spirit and intent of this article; and}~~
  - ~~{8. The application to the board of appeals for a variance to this article and public hearing shall take place the same as for request for a variance to the zoning regulations.}~~
- C. The Board **OF APPEALS** shall make findings that the applicant has met the requirements in Subsections A and B of this ~~[section]~~ **ARTICLE** before the Board may grant a variance.
- D. Notice of a request for a variance shall be given to the Department of Natural Resources within fifteen (15) days of receipt of a request for a variance.
- E. There is established by this Chapter the right and authority of the Department of Natural Resources to initiate or intervene in an administrative, judicial, or other original proceeding or appeal in the State concerning an approval of a variance under Natural Resources Article, ~~[Section]~~ §§5-1601—5-1612, Annotated Code of Maryland, or this Chapter.

~~{16.48.210—Violations}~~ **ARTICLE XV** - Penalties.

**16.48.190 – ENFORCEMENT.**

**A. NONCOMPLIANCE FEES.**

1. A person found to be in noncompliance with this ~~[article]~~ **CHAPTER**, regulations adopted under this ~~[article]~~ **CHAPTER**, the forest conservation plan, or the associated two-year ~~[management]~~ **MAINTENANCE** agreement, shall be assessed by the ~~[commission]~~ **DEPARTMENT**, the penalty of thirty cents (\$0.30) per square foot of the area found to be in noncompliance with required forest conservation.
2. Money collected under ~~[subparagraph (1) of this]~~ Subsection **A(1) OF THIS ARTICLE** shall be deposited in the forest conservation fund required by ~~[Section 16.52.150]~~ **ARTICLE X OF THIS CHAPTER**, and may be used by the ~~[commission]~~ **DEPARTMENT** for purpose~~[s]~~ related to implementing this ~~[article]~~ **CHAPTER**.

**B. VIOLATION.**

1. In addition to the provisions under Subsection A of this ~~[section]~~ **ARTICLE**, a person who violates ~~[any]~~ A provision of this ~~[article]~~ **CHAPTER** or ~~[any]~~ A regulation or order adopted or issued under this ~~[article]~~ **CHAPTER**~~[-]~~ is liable for a penalty not **TO** exceed~~[ing]~~ one thousand dollars (\$1,000.00), which may be recovered in a civil action brought by the Department.
  2. Each day a violation continues is a separate violation.
- C. The ~~[commission]~~ **DEPARTMENT** may seek an injunction requiring the person to cease violation of this Chapter and take corrective action to restore or reforest an area.
- D. The local program ~~[will]~~ **MAY** adopt the enforcement provisions under COMAR 08.19.06.03.

~~[16.48.220]~~ **ARTICLE XVI** - Annual Report.

**16.48.200 – ANNUAL REPORT.**

A. On or before March ~~[31]~~ **1** of each year, the ~~[commission]~~ **DEPARTMENT** shall submit to the ~~[Senate Economic and Environmental Affairs Committee and the House Environmental Matters Committee]~~ **DEPARTMENT OF NATURAL RESOURCES**~~[-]~~ a report ~~[on]~~ **WHICH CONTAINS THE:**

- ~~[A-]~~ 1. ~~[The]~~ Number, location, and type of projects subject to the provisions of this ~~[article]~~ **CHAPTER;**
- ~~[B-]~~ 2. ~~[The]~~ Amount and location of acres cleared, conserved, and planted, **INCLUDING ANY AREAS LOCATED IN THE ONE HUNDRED (100) YEAR FLOODPLAIN**, in connection with a development project;
- ~~[C-]~~ 3. ~~[The]~~ Amount of reforestation and afforestation fees and noncompliance penalties collected and expended, **THE NUMBER OF ACRES FOR WHICH THE FEES WERE COLLECTED, AND THE NUMBER OF ACRES REFORESTED, AFFORESTED, OR CONSERVED USING THE FEES;** ~~[and]~~
- ~~[D-]~~ 4. ~~[The]~~ Costs of implementing the Forest Conservation Program~~[-]~~;
5. **NUMBER, LOCATION, AND TYPES OF VIOLATIONS AND TYPES OF ENFORCEMENT ACTIVITIES CONDUCTED; AND**
6. **THE SIZE AND LOCATION OF ALL CONSERVED AND PLANTED FOREST AREAS SHALL BE SUBMITTED IN AN ELECTRONIC GEOGRAPHIC INFORMATION SYSTEM OR COMPUTER AIDED DESIGN FORMAT IF POSSIBLE. IF NOT POSSIBLE, THE LOCATION SHALL BE GIVEN BY MARYLAND STATE PLANE GRID COORDINATES AND 8 DIGIT SUBWATERSHED.**

~~[16.48.230]~~ **ARTICLE XVII** - Biennial Review by the Department of Natural Resources.

### 16.48.210 – BIENNIAL REVIEW

A. The [commission] **DEPARTMENT** shall submit the necessary documentation to comply with COMAR 08.19.02.04.

~~[If the department notifies a local authority that the authority's program is in noncompliance, and the local authority has failed to comply with the terms of the notice within ninety (90) days, the department may do one of the following:~~

- ~~(1) Assume review and approval of all forest conservation plans and forest mitigation bank applications within the jurisdiction of the local authority until the deficiencies are corrected.~~
- ~~(2) On a finding by an auditor made in consultation with the office of the attorney general that a local authority has misappropriated local forest conservation funds, the department may require the local authority to submit payment to the state forest conservation fund for the amount of any misappropriated funds, and~~
- ~~(3) Request that the attorney general investigate payments and expenditures of funds collected by the local authority under this subtitle.~~

~~Article 5. Short and Long Term Protective Agreements~~

~~16.48.240 Short term protective agreements.~~

~~A. Maintenance Agreements.~~

- ~~1. Application. A person required to conduct afforestation or reforestation under a local or state program shall include in the forest conservation plan a binding maintenance agreement for the length of two years, as specified in the forest conservation manual.~~
- ~~2. Approval procedures and timing shall be consistent with the procedures provided in the local program or as provided in COMAR 08.19.04.04.~~
- ~~3. The maintenance agreement shall detail how the areas designated for afforestation or reforestation will be maintained to ensure protection and satisfactory establishment of forest and shall follow the standards provided in Chapter 3 of the forest conservation manual.~~
- ~~4. The person required to conduct the afforestation or reforestation, after this referred to as the "obligee," shall present evidence of a legal right to implement the proposed maintenance agreement on a selected site by providing:
  - ~~a. An executed deed conveying title to a selected site to the obligee;~~
  - ~~b. An executed conservation easement agreement;~~
  - ~~c. Written evidence of the landowners consent to the use of a selected site;~~
  - ~~d. A fully executed option agreement, long term lease agreement, or contract of sale for a selected site; or~~
  - ~~e. Other written evidence of a possessory or ownership interest in a selected site.~~~~
- ~~5. The commission or the local authority shall be a signatory to the maintenance agreement, or shall be designated a third party beneficiary of the agreement.~~
- ~~6. The commission or local authority may not release a bond or end monitoring without receipt of a legally binding deed, long term lease, or conservation easement agreement on those lands where afforestation or reforestation will occur.~~
- ~~7. The maintenance agreement shall provide for access by the department or local authority to the afforestation or reforestation site.~~

~~B. Bonding.~~

- ~~1. Application.
  - ~~a. A person required to conduct afforestation or reforestation, or to deposit money into a state or local fund under the state or local program shall include a bond or other financial security as an element of a forest conservation plan.~~
  - ~~b. This section does not apply to agencies of any federal, state, county, or municipal government.~~~~

2. ~~Requirements. A financial security shall be furnished in the form of:~~
  - a. ~~A bond which shall be made payable to the department or local authority;~~
  - b. ~~An irrevocable letter of credit which shall:~~
    - i. ~~Be equivalent to the required bond;~~
    - ii. ~~Be issued by a financial institution authorized to do business in Maryland;~~
    - iii. ~~Expressly state that the total sum is guaranteed to be available and payable directly to the department on demand in the event of forfeiture, and~~
    - iv. ~~Be in force until all mitigation for reforestation and afforestation and monitoring requirements have been fulfilled to the satisfaction of the department or local authority or until all contributions have been made to the state or local fund; or~~
    - e. ~~Other security approved by the Department or local authority.~~
3. ~~The financial security shall:~~
  - a. ~~Ensure that:~~
    - i. ~~The afforestation, reforestation and associated maintenance agreements are conducted and maintained in accordance with the approved forest conservation plan, or~~
    - ii. ~~Contributions have been made to the State or local fund;~~
  - b. ~~Be in the amount equal to the estimated cost of afforestation and reforestation, or the amount of the contribution due, as determined by the department or local authority;~~
  - c. ~~Be in a form and content approved by the department or local authority.~~
4. ~~The value of the financial security:~~
  - a. ~~Shall be based on:~~
    - i. ~~The cost to perform all work required by the afforestation or reforestation plan if the work had to be performed by or contracted out by the department or local authority, or~~
    - ii. ~~When appropriate, the amount due for a fund contribution;~~
  - b. ~~May be adjusted according to the actual cost of mitigation for afforestation and reforestation or, if the cost of future mitigation work changes, the department or local authority shall notify the obligee of a proposed adjustment and provide an opportunity for an informal conference on the adjustment; and~~
  - c. ~~May be reduced if the obligee proves to the department or local authority that the costs to complete the mitigation project have been reduced.~~
5. ~~A surety bond or other alternative form of security may not be canceled by the surety, bank, or other issuing entity unless both of the following conditions are satisfied:~~
  - a. ~~The surety notifies the department and the obligee of its intent to cancel the bond, in writing, by registered mail, not less than ninety (90) days before cancellation; and~~
  - b. ~~At least forty five (45) days before the cancellation date indicated in the notice, the obligee files a commitment from a surety, bank or other issuing entity to provide a substitute security which will be effective on the cancellation date indicated in the notice.~~
6. ~~After one growing season, the person required to file a bond or other financial security under this regulation may request reduction of the amount of the bond or other financial security by submitting a written request to the department with a justification for reducing the bond or other financial security amount, including estimated or actual costs to ensure that the afforestation or reforestation requirements are met.~~
7. ~~The department shall determine whether a lesser amount is sufficient to cover the cost of afforestation or reforestation, taking into account the following:~~
  - a. ~~The number of acres;~~
  - b. ~~The proposed method of afforestation or reforestation;~~
  - c. ~~The cost of planting materials or replacement materials;~~
  - d. ~~The cost of maintenance of the afforestation or reforestation project; and~~
  - e. ~~Other relevant factors.~~

- 8.— If, after two growing seasons or one year, whichever is greater, the planting associated with the afforestation or reforestation meet or exceed the standards of the forest conservation manual, the remaining amount of the cash bond, letter of credit, surety bond, or other security shall be returned or released.
  - 9.— Bond Release.
    - a.— The bond shall be released on receipt of written notice from the department or local authority, if applicable, stating that all afforestation or reforestation requirements have been met.
    - b.— The written notice shall be sent at the end of the required two year monitoring and management period, as provided in the maintenance agreement.
    - c.— If the department fails to send written notice within sixty (60) days after the end of the monitoring and management period, the bond shall be automatically released.
  - 10.— Financial Security Forfeiture.
    - a.— The bond or other financial security may be subject to forfeiture if the obligee fails to comply with:
      - i.— Revocation of the forest conservation plan;
      - ii.— An administrative order; or
      - iii.— An element of the afforestation or reforestation plan.
    - b.— The commission or local authority shall notify the obligee, by certified mail, or the intention of the department or local authority to initiate forfeiture proceedings.
    - c.— The obligee has thirty (30) days from receipt of the notice of forfeiture to show cause why the bond or other financial security may not be forfeited.
    - d.— If the obligee fails to show cause, the bond or other financial security shall be forfeited.
  - C.— A local program may substitute for the bonding provisions of subsection (B) of this regulation a process that is consistent with the state bonding procedure.
- 16.48.250 Long term protective agreements.
- A.— An applicant under the Emmitsburg program shall have in effect at all times approved long term protective measures as provided for in Natural Resources Article, Section 5-1607, Annotated Code of Maryland, to retain as forest all land forested, afforested, or reforested under this chapter. A local program will contain provisions for long term protective measures including subsection (B) of this regulation.
  - B.— Approved Forest Management Plan.
    - 1.— Procedure for Approval.
      - a.— An application for approval of a forest management plan shall include all information required in the forest conservation manual.
      - b.— The forest management plan:
        - i.— Shall be legally binding from the date of approval;
        - ii.— Shall be prepared by a licensed professional forester;
        - iii.— Shall be submitted to the Department of Natural Resources forester assigned to the county where the property is located; and
        - iv.— May be amended periodically, as provided for in subsection (B)(2) of these regulations.
      - c.— The Department of Natural Resources forester shall review the plan to ensure that it is complete and consistent with the State or local program.
      - d.— The department shall notify the applicant whether the forest management plan has been approved.
    - 2.— Procedure for Amendment of an Approved Forest Management Plan.
      - a.— An approved forest management plan may be amended if there is a change in site conditions or landowner objectives.
      - b.— Amendments shall be prepared by a licensed professional forester.

- e. ~~The amendment shall be submitted to the Department of Natural Resources forester assigned to the county where the property is located.~~
- d. ~~The Department of Natural Resources forester shall review the amendment to ensure that it is complete and consistent with the state or local program.~~
- e. ~~The Department of Natural Resources shall notify the applicant as to whether the amendment has been approved.~~
- f. ~~The applicant shall sign the amendment.~~
- C. ~~Forest Conservation and Management Agreement. An applicant may satisfy the requirement for long term protection under Natural Resources Article, Section 5-1607(e), Annotated Code of Maryland, by executing a forest conservation and management agreement, as provided in Tax-Property Article, Section 8-211, Annotated Code of Maryland, and COMAR 08.07.03.~~
- D. ~~Other Legally Binding Protective Agreements:~~
  - 1. ~~Other legally binding protective agreements include:~~
    - a. ~~Covenants running with the land;~~
    - b. ~~Deed restrictions;~~
    - c. ~~Conservation easements; and~~
    - d. ~~Land trusts.~~
  - 2. ~~Other legally binding agreements shall provide:~~
    - a. ~~Protection for land forested, afforested, or reforested under Natural Resources Article, Section 5-1601-5-1612, Annotated Code of Maryland, and this chapter; and~~
    - b. ~~Limitation on the uses of forest to those that are consistent with forest conservation.~~
- E. ~~An applicant may include in a forest conservation plan another long term protective measure if the applicant demonstrates to the satisfaction of the department that the measure will provide for the long term protection of the areas retained, afforested, or reforested under this chapter.~~
- F. ~~Procedure for a Timber Harvesting Plan:~~
  - 1. ~~An individual may harvest timber on forested, reforested, or afforested areas protected under an approved forest conservation plan provided that the harvest:~~
    - a. ~~Is consistent with the intent of an approved forest management plan, forest conservation management agreement, or other long term protective agreement;~~
    - b. ~~Is subject to a timber harvest plan:~~
      - i. ~~Prepared by a licensed professional forester;~~
      - ii. ~~Submitted to the local forestry conservancy district board for review and approval;~~
      - iii. ~~That remains in effect for two years; and~~
    - c. ~~Is consistent with the intent and requirements of the approved forest conservation plan.~~
  - 2. ~~The local forest conservancy district board shall notify the individual whether the timber harvest plan under Section 16.48.250 (F)(1) has been approved.~~

Article 6. ~~Additional Requirements~~

16.48.260 ~~Qualified professionals:~~

- A. ~~An individual may prepare a forest stand delineation or a forest conservation plan, if the individual:~~
  - 1. ~~Is a licensed forester;~~
  - 2. ~~Is a licensed landscape architect; or~~
  - 3. ~~Meets the requirements of subsection (B) of this regulation.~~
- B. ~~An individual may be approved by the department as a qualified professional if the individual:~~
  - 1. ~~Possesses a four year degree in the natural resources sciences, natural resources management, or landscape or environmental planning;~~
  - 2. ~~Has the following:~~
    - a. ~~Two years of professional experience in natural resources sciences, natural resources management, landscape planning or environmental planning, or the equivalent, as determined by the state, or~~
    - b. ~~A graduate degree in natural resources and one year of professional experience;~~

3. ~~Has the ability to meet the obligations required by the forest conservation manual to prepare a forest stand delineation and a forest conservation plan; and~~
  4. ~~Satisfactorily completes a forest conservation course offered by the department.~~
  - C. ~~The department shall offer forest conservation courses on a regular basis, which shall demonstrate how to:~~
    1. ~~Develop and interpret a forest stand delineation and forest conservation plan according to criteria stated in the forest conservation manual;~~
    2. ~~Prepare and interpret soils, topography, floodplain, wetlands and site maps;~~
    3. ~~Prepare afforestation and reforestation plans according to criteria stated in the forest conservation manual;~~
    4. ~~Prepare a sketch map of a site, showing areas of forest retention, proposed reforestation, or afforestation;~~
    5. ~~Identify and evaluate protection measures that may be appropriate for forested areas that are sensitive to disturbance;~~
    6. ~~Identify flora and fauna, including trees, woody shrubs, plants and wildlife;~~
    7. ~~Diagnose and treat forest pest and disease problems; and~~
    8. ~~Understand ecosystem interactions including:~~
      - a. ~~Water regime impacts;~~
      - b. ~~Soil variations as they affect existing trees and species selection for afforestation and reforestation;~~
      - c. ~~Wildlife habitats;~~
      - d. ~~Multi-storied plant canopies, and~~
      - e. ~~Forest successional stages.~~
- 16.48.270 ~~Training.~~
- A. ~~Seminars for Local Officials.~~
    1. ~~The department shall provide a training program to assist local officials in the development of local programs, including one seminar per year for each geographic region of the state for the calendar years of 1992 and 1993.~~
    2. ~~For the purposes of this training program the geographic regions are:~~
      - a. ~~Central Region: Baltimore, Carroll, Cecil, Hartford, Kent and Queen Anne's counties and Baltimore City;~~
      - b. ~~Eastern Region: Caroline, Dorchester, Somerset, Talbot, Wicomico, and Worcester counties;~~
      - c. ~~Southern Region: Anne Arundel, Calvert, Charles, Howard, Montgomery, Prince George's and St. Mary's counties; and~~
      - d. ~~Western Region: Allegany, Frederick, Garrett, and Washington counties.~~
  - B. ~~Additional Seminars.~~
    1. ~~The department may offer additional annual seminars to assist local officials, developers, planners, surveyors, engineers, foresters, biologists and landscape architects in the development, review or approval of forest stand delineations and forest conservation plans.~~
    2. ~~The department may sponsor additional seminars in conjunction with other professional and trade organizations.~~
- 16.48.280 ~~Enforcement.~~
- A. ~~Application.~~
    1. ~~The provisions of this chapter apply to a person under the state program making application for a subdivision or project plan, grading or sediment control permit, on areas twenty thousand (20,000) square feet or greater.~~
    2. ~~A local authority may adopt the provisions of this chapter for the enforcement of a local program.~~
  - B. ~~Complaints and Orders.~~

1. ~~In addition to sanctions authorized by Natural Resources Article, Section 5-1612, Annotated Code of Maryland, the Department may serve a written complaint on an alleged violator if the department determines that there has been a violation of:~~
    - a. ~~A provision of Natural Resources Article, Section 5-1601—5-1611, Annotated Code of Maryland;~~
    - b. ~~A regulation of this chapter;~~
    - c. ~~A forest stand delineation or forest conservation plan;~~
    - d. ~~An administrative order.~~
  2. ~~The complaint shall:~~
    - a. ~~Identify the violator and the location of the violation;~~
    - b. ~~State the provision violated;~~
    - c. ~~State the specific facts on which the complaint is based; and~~
    - d. ~~Provide an opportunity to request a hearing to contest the complaint.~~
  3. ~~Corrective Action.~~
    - a. ~~At any time, including during an enforcement action, the department may issue an administrative order requiring the violator to take correction action within a certain time period.~~
    - b. ~~The corrective action may include an order to:~~
      - i. ~~Stop the violation;~~
      - ii. ~~Stabilize the site;~~
      - iii. ~~Stop all construction work at the site of a regulated activity;~~
      - iv. ~~Restore or rectify unlawfully cleared areas; or~~
      - v. ~~Submit a written report or plan concerning the violation.~~
  4. ~~Service.~~
    - a. ~~A complaint, order, or other administrative notice issued by the department shall be served:~~
      - i. ~~On the violator personally;~~
      - ii. ~~On the violator's agent at the activity site; or~~
      - iii. ~~By certified mail to the violator's last known address.~~
    - b. ~~An order issued under this regulation is effective immediately, according to its terms, when it is served.~~
- C. ~~Hearings.~~
1. ~~The department shall give notice and hold a hearing under this chapter in conformance with State Government Article, Section 10-210—10-217, Annotated Code of Maryland.~~
  2. ~~Within ten calendar days of receiving a complaint, order, or notice under this chapter, the violator may request a hearing, in writing.~~
  3. ~~If a person has been served with an order for corrective action, the person may request a stay conjunction with a request for a hearing.~~
  4. ~~A request for stay may be heard before or during a hearing on the complaint. At the request of a violator, a request for stay may be heard within ten business days of the department's receipt of the request.~~
  5. ~~Administrative Action for a Forest Conservation Plan or Bond. The department may suspend or revoke a forest conservation plan or forfeit a bond on a forest conservation plan on failure of the violator to comply with the requirements of an administrative order.~~
  6. ~~Statutory Remedies. The provisions of this chapter may not be construed to limit or affect the authority of the department to proceed against violators under Natural Resources Article, Section 5-1612, Annotated Code of Maryland.~~
- D. ~~Plan Suspension and Revocation. The department may suspend or revoke a plan after notice to the violator and opportunity for a hearing has been provided if the department determines that one or more of the following has occurred:~~
1. ~~Failure of a violator to post a bond required under COMAR 0819.0B5.01B;~~

2. ~~Failure to comply with the requirements of an administrative action or order issued under this chapter, or for a violation of Natural Resources Article, Section 5-1601—5-1612, Annotated Code of Maryland;~~
  3. ~~Misrepresentation in the application process or failure to disclose a relevant or material fact;~~
  4. ~~Violation of a forest conservation plan requirement;~~
  5. ~~Substantial deviation from the conditions, specifications, or requirements of a plan;~~
  6. ~~Changes in site conditions, new information, or amended regulatory requirements necessitate revocation before a person's right under a plan have vested.~~
- E. ~~Notice. Except as provided under subsection (G) of this section, the department may not suspend or revoke a forest conservation plan unless the department first gives the violator written notice by certified mail of the specific facts that warrant suspension or revocation, and an opportunity to be heard.~~
- F. ~~Contested Case Hearings.~~
1. ~~On receipt of written notice to suspend or revoke a forest conservation plan, the violator has ten calendar days to request a contested case hearing.~~
  2. ~~A hearing under this regulation shall be conducted in conformance with State Government Article, Section 10-201—10-217, Annotated Code of Maryland.~~
  3. ~~If the department does not receive a request for a hearing, the forest conservation plan shall be suspended or revoked.~~
- G. ~~Emergency Action.~~
1. ~~The department may order the immediate suspension of a forest conservation plan if the department finds that the public health, safety or welfare imperatively requires the emergency suspension.~~
  2. ~~The department shall promptly give the violator written notice that the emergency action has been taken.~~
  3. ~~A notice of emergency action shall include a statement of:~~
    - a. ~~Specific facts on which the emergency suspension is based; and~~
    - b. ~~The violator's opportunity to be heard.~~
- Article 7. ~~Applicability~~
- 16.48.290 ~~Areas which this chapter does not apply.~~
- A. ~~Any preliminary plan of subdivision or any grading or sediment control plan approved before July 1, 1991; and~~
- B. ~~Any planned unit development that by December 31, 1991, has:~~
1. ~~Met all local requirements for planned unit development approval; and~~
  2. ~~Obtained initial development plan approval by the Department]~~

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED** that this Ordinance shall take effect on the date on which the Mayor approves the Ordinance after passing by the Board of Commissioners or on the date on which the Board of Commissioners passes the Ordinance over the veto of the Mayor.

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2019  
by a vote of \_\_\_\_\_ for, \_\_\_\_\_ against, \_\_\_\_\_ absent, and \_\_\_\_\_ abstain.

ATTEST:

EMMITSBURG BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Madeline Shaw, Town Clerk

\_\_\_\_\_  
Clifford L. Sweeney, President

**MAYOR**

\_\_\_\_\_APPROVED \_\_\_\_\_VETOED

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Donald N. Briggs, Mayor

I hereby certify that the foregoing Ordinance has been posted as required by Chapter 2.04 of the Emmitsburg Municipal Code.

Madeline Shaw, Town Clerk  
Date:

**AGENDA ITEM III. Staff presentation of proposed ordinance 19-08, which amends Town Code Section 17.20.090 – Buffer Zone Requirements in the B1 Zone. Forward amendment to the Planning Commission for review and recommendation for consideration: Presentation at meeting by town staff.**

ORDINANCE SERIES: 2019  
ORD. NO: 19 - 08

Page 1 of 2

AN ORDINANCE TO AMEND  
TITLE 17  
OF THE CODE OF EMMITSBURG  
ENTITLED  
ZONING

*Draft*

\*\*\*\*\*

**BE IT RESOLVED, ENACTED AND ORDAINED** by the Mayor and Board of Commissioners of the Town of Emmitsburg, Maryland, pursuant to the authority granted to them by the laws of Maryland and the Charter of the Town of Emmitsburg, that Title 17, Section 17.20.090 of the Emmitsburg Municipal Code, be amended as follows:

New language is indicated by being in **BOLD, CAPITAL LETTERS**, and deleted language is designated by being in ~~{brackets and strike out}~~.

Chapter 17.20 Commercial Districts

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.

**C. THE PLANNING COMMISSION MAY WAIVE THE REQUIREMENTS OF THIS SECTION DURING THE SITE PLAN PROCESS ONLY FOR PROPERTIES IN THE NEIGHBORHOOD COMMERCIAL (B-1) ZONING DISTRICT IF IT IS DETERMINED THAT THE PROPOSED USE OF THE COMMERCIAL PROPERTY WOULD NOT CAUSE DETRIMENT TO THE NEIGHBORING RESIDENTIAL PROPERTIES.**

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED** that this Ordinance shall take effect on the date on which the Mayor approves the Ordinance after passing by the Board of Commissioners or on the date on which the Board of Commissioners passes the Ordinance over the veto of the Mayor.

**PASSED** this 3<sup>rd</sup> day of December, 2019

by a vote of \_\_\_\_\_ for, \_\_\_\_\_ against, \_\_\_\_\_ absent, and \_\_\_\_\_ abstain.

ATTEST:

EMMITSBURG BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Madeline Shaw, Town Clerk

\_\_\_\_\_  
Clifford Sweeney, President

**MAYOR**

\_\_\_\_\_APPROVED \_\_\_\_\_VETOED

this 3<sup>rd</sup> day of December, 2019.

\_\_\_\_\_  
Donald N. Briggs, Mayor

I hereby certify that the foregoing Ordinance has been posted as required by Chapter 2.04 of the Emmitsburg Municipal Code.

Madeline Shaw, Town Clerk  
Date:

**AGENDA ITEM IV. ~~90-Day Moratorium on Small Cell Towers for Consideration:~~  
POSTPONED**

**AGENDA ITEM V. Access and Fee Structure for the Emmitsburg Baseball/Softball Fields for Consideration:** Presentation at meeting by Commissioner Davis.

\*Policy 2018-01, Passed by the Board of Commissioners on February 5, 2018

**TOWN OF EMMITSBURG  
BALL FIELD RESERVATION FEES**

\*\*\*\*\*  
This Policy will replace previously adopted policy P17-02 in relation to ball field charges only.

As of this date and pursuant to Title 12, Section 12.20.070 entitled “Ballfield fee schedule information” of the Emmitsburg Municipal Code, ball field fees shall be as follows:

**Ball Field Fee(s)**

A. Single Day Use

1. Non-Profit Organizations:
  - \$10.00 an hour.
  - 100% refundable if field and/or surrounding area is left in good condition.
2. Residents (from the Emmitsburg voting district).
  - \$10.00 an hour.
  - 50% refundable if field and/or surrounding area is left in good condition.
3. Non-Residents (*not* from the Emmitsburg voting district).
  - \$20.00 an hour.

B. League Use:

1. Resident (league address based in the Emmitsburg voting district).
  - \$50.00 per team, per field, per season
2. Non-Resident (league address *not* based in the Emmitsburg voting district).
  - \$100.00 per team, per field, per season

C. Tournament Use:

1. Youth Tournament (ages 17 and under)
  - \$50.00 per day.
2. Adult Tournament (ages 18 and older)
  - \$75.00 per day.

Proof of federal 501(c) (3) status and liability insurance in the minimum amount of \$1,000,000 per occurrence may be required with a registration. The availability of the fields is on a first come, first serve basis, with applicants from the Emmitsburg voting district given first priority. The same field cannot be reserved for seven consecutive days; one day must remain open for public use. The facility used must be returned to its original condition except for normal wear. If this is not followed, the Town may retain all refundable fees and may decide not to allow future use to the applicant.

### **Emmitsburg Baseball/Softball Access & Fee Structure**

There are five different entities that have expressed interested in using softball/baseball fields in Town. These entities include the following:

1. Thurmont Little League (TLL)
2. Thurmont Babe Ruth (TBR)
3. Catocin Recreation Softball (CRS)
4. Mount St. Mary's Club Baseball (MSM)
5. Mid-Maryland Travel Baseball (MMTB)

#### **USAGE STATISTICS FOR LAST YEAR:**

- TLL – 17% (about 45 children) were from the Emmitsburg area.
- TBR – 11 youth participated from the Emmitsburg area.
- CRS – 40 girls played from the Emmitsburg area.
- MSM – used the field about 6 times for games.
- MMTB – used the field for practice 1-2 times per week.

**PUBLIC INPUT:** Public input was received on October 24, 2019 (Town Office) and on November 19, 2019 at the regularly scheduled Parks and Recreation Committee meeting (Town Office). Input was received from parents, the parks and recreation committee, and all the baseball/softball organizations. Based on input received and discussions, the following is recommended:

- **Field #1 (MD Storm, Community Park)** – to remain open for public usage.
- **Field #3 (Babe Ruth, Community Park)** – primary use be given in the following in priority order: [1] Thurmont Babe Ruth, [2] Mount Saint Mary's Club Baseball, and [3] Mid-Maryland Travel Baseball.
  - NO usage fee recommended for Thurmont Babe Ruth or Mount St. Mary's.
  - A usage fee is recommended for Mid-Maryland.
- **Field #4 (Memorial Park)** – primary use given to Catocin Recreation Softball.
  - NO usage fee is recommended for Catocin Recreation Softball.
- **Field #5 (Memorial Park)** – primary use given to Thurmont Little League
  - NO usage fee is recommended for Thurmont Little League.
- **Field #6 (Memorial Park)** – primary use given to Thurmont Little League
  - NO usage fee is recommended for Thurmont Little League.
- **Field #7 (Memorial Park)** – primary use given to Thurmont Little League
  - NO usage fee is recommended for Thurmont Little League.

**TOWN STAFF RESPONSIBILITY:** Town staff would provide one (1) load of infield dirt and mow, with all other upkeep being the responsibility of the users.

**AGENDA ITEM VI. Approval of Ordinance 19-10, which approves the sale of 140 South Seton Avenue, for consideration:** Presentation at meeting by Mayor Briggs and town staff.

ORDINANCE SERIES: 2019  
ORD. NO: 19 - 10

Page 1 of 2

**AN ORDINANCE TO APPROVE THE SALE OF REAL PROPERTY BY THE MAYOR AND COMMISSIONERS OF EMMITSBURG UPON A FINDING THAT THE PROPERTY IS NO LONGER NEEDED FOR THE PUBLIC USE; TO AUTHORIZE THE MAYOR TO TAKE SUCH MEASURES AS MAY BE NECESSARY TO COMPLETE THE TRANSACTION.**

\*\*\*\*\*

**WHEREAS**, the Mayor and Commissioners of Emmitsburg (“the Town”) is the owner of a parcel of land on South Seton Avenue consisting of approximately 9,905.9 square feet of land, more or less, which is designated and depicted as Lot ‘1’ on a plat dated October 3, 2019 entitled “Combined Preliminary – Final Plat Town of Emmitsburg Division Situated at #140 South Seton Avenue” said plat being recorded among the Land Records of Frederick County at Plat Book 103, page 6 (hereinafter, “the Property”); and

**WHEREAS**, the Town does not intend to utilize the Property for streets or other purposes, and the Town finds that it no longer needs the Property for the public use; and

**WHEREAS**, Amanda Lee Rhodes has expressed interest in acquiring the Property; and

**WHEREAS**, the Town desires to enter into a contract and sell the Property to Amanda Lee Rhodes for One Hundred Sixty-Five Thousand Dollars (\$165,000.00) subject to the deductions and adjustments set forth in the offer of Amanda Lee Rhodes;

**NOW, THEREFORE, BE IT RESOLVED, ORDAINED AND ENACTED** by the Mayor and Commissioners of Emmitsburg that the Town of Emmitsburg be, and hereby is, authorized to sell, convey and transfer title to Amanda Lee Rhodes that parcel of real estate consisting of approximately 9,905.9 square feet of land, more or less, situate, lying and being in the Town of Emmitsburg, Frederick County, Maryland and which is designated and depicted as Lot ‘1’ on a plat dated October 3, 2019 entitled “Combined Preliminary – Final Plat Town of Emmitsburg Division Situated at #140 South Seton Avenue” said plat being recorded among the Land Records of Frederick County at Plat Book 103, page 6 and a copy of said plat attached hereto and incorporated by reference herein as “Exhibit 1”.

**BE IT FURTHER RESOLVED, ORDAINED AND ENACTED** by the Mayor and Commissioners of Emmitsburg that the sales price for such sale shall be One Hundred Sixty-Five Thousand Dollars (\$165,000.00) subject to the deductions and adjustments set forth in the offer of Amanda Lee Rhodes attached as “Exhibit 2”.

**BE IT FURTHER RESOLVED, ORDAINED AND ENACTED** by the Mayor and Commissioners of Emmitsburg that the Mayor is authorized to accept and execute the offer for the sale of the property to be conveyed and such contract shall be in the general format as attached hereto as “Exhibit 2”. The Mayor is further authorized to agree to such minor revisions to the contract as may be necessary in the course of completing the transaction without changes to the substantive nature of the transaction. The Mayor is further authorized to execute such deeds, contracts, amendments, addendums, settlement statements and other forms and documents and take such other ordinary actions as may be necessary and proper to complete the transaction.

**THIS ORDINANCE** shall take effect on the date on which the Mayor approves the Ordinance after passing by the Board of Commissioners or on the date on which the Board of Commissioners passes the Ordinance over the veto of the Mayor.

**PASSED** this 3<sup>rd</sup> day of December, 2019

by a vote of \_\_\_\_\_ for, \_\_\_\_\_ against, \_\_\_\_\_ absent, and \_\_\_\_\_ abstain.

ATTEST:

EMMITSBURG BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Madeline Shaw, Town Clerk

\_\_\_\_\_  
Clifford Sweeney, President

**MAYOR**

\_\_\_\_\_APPROVED \_\_\_\_\_VETOED

this 3<sup>rd</sup> day of December, 2019.

\_\_\_\_\_  
Donald N. Briggs, Mayor

I hereby certify that the foregoing Ordinance has been posted as required by Chapter 2.04 of the Emmitsburg Municipal Code.

Madeline Shaw, Town Clerk  
Date:

Exhibit #1 – Final Plat

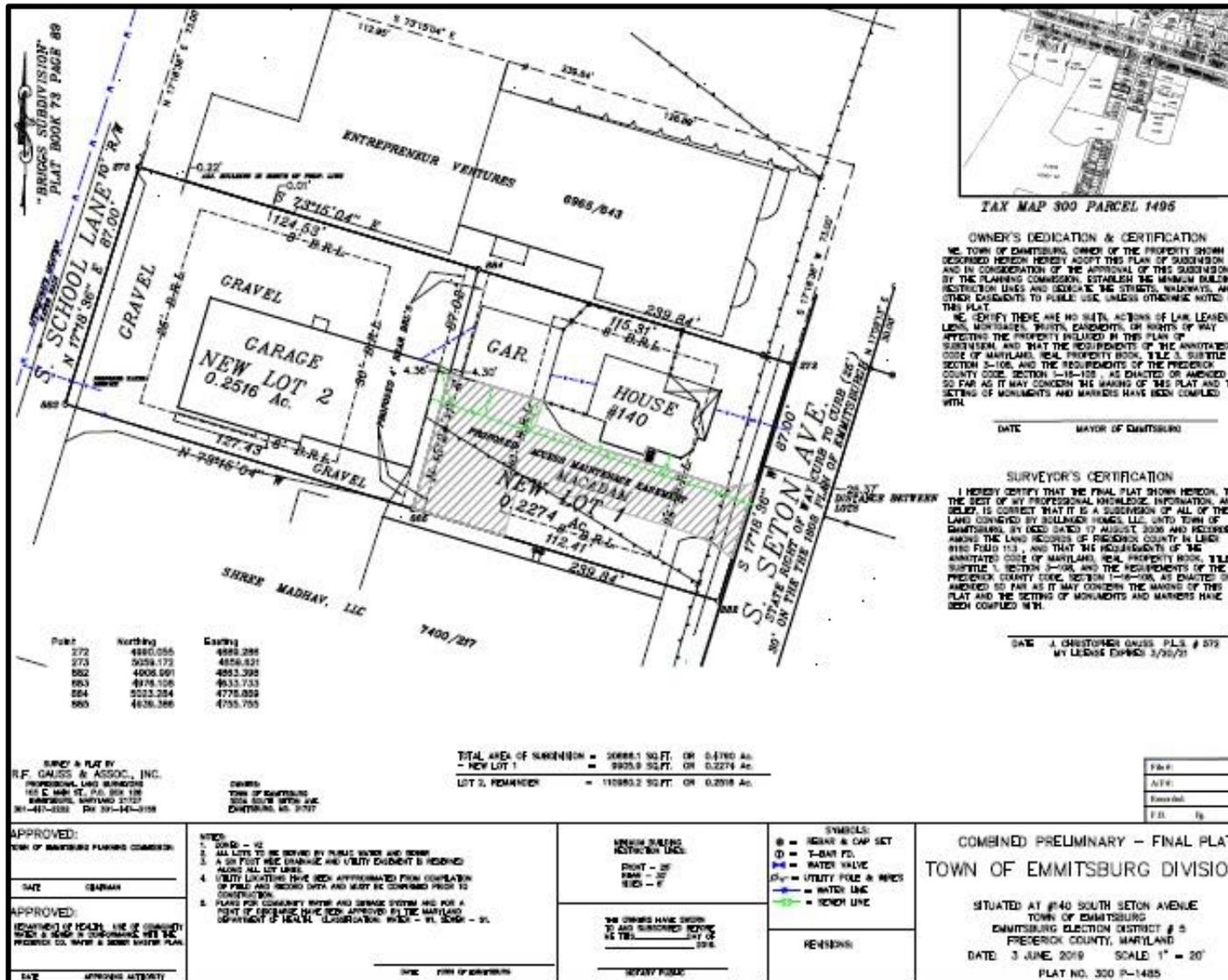


Exhibit #2 – Contract of Sale

DocuSign Envelope ID: B38C8308-7C9F-41EA-9A32-CE95533E3042

DocuSign Envelope ID: 8A93AE35-14B3-4B23-ABB8-A59AFC59318B



RESIDENTIAL CONTRACT OF SALE

This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.

THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF IMPROVED SINGLE FAMILY RESIDENTIAL REAL ESTATE LOCATED IN MARYLAND ONLY.

TIME IS OF THE ESSENCE. Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non-defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect. In such event, all Deposit(s) shall be disbursed in accordance with Paragraph 20 of this Contract.

- 1. DATE OF OFFER: November 15, 2019
- 2. SELLER: Town Of Emmitsburg
- 3. BUYER: Amanda Lee Rhodes
- 4. PROPERTY: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 140 S Seton Ave located in Emmitsburg FREDERICK City/County, Maryland, Zip Code 21727-9214, together with the improvements thereon, and all rights and appurtenances thereto belonging.
- 5. ESTATE: The Property is being conveyed: X in fee simple or N/A subject to an annual ground rent, now existing, in the amount of \_\_\_\_\_ Dollars (\$ N/A ) payable semi-annually, as now or to be recorded among the Land Records of N/A City/County, Maryland.
- 6. PURCHASE PRICE: The purchase price is One Hundred Sixty-Five Thousand Dollars (\$ 165,000.00 ).
- 7. PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows:
  - (a) An initial Deposit by way of check in the amount of One Thousand Dollars (\$ 1,000.00 ) at the time of this offer.
  - (b) An additional Deposit by way of N/A in the amount of \_\_\_\_\_ Dollars (\$ N/A ) to be paid N/A
  - (c) All Deposits will be held in escrow by: Sage Title in Westminster, Md. (If not a Maryland licensed real estate broker, the parties may execute a separate escrow deposit agreement.)
  - (d) The purchase price less any and all Deposits shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement.
  - (e) Buyer and Seller instruct broker named in paragraph (c) above to place the Deposits in: (Check One)
    - A non-interest bearing account;
    - OR  An interest bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer. Broker may charge a fee for establishing an interest bearing account.

- 8. SETTLEMENT: Date of Settlement 11/14/2019 ~~45 days from acceptance date~~ or sooner if agreed to in writing by the parties.
- 9. FINANCING: Buyer's obligation to purchase the Property is contingent upon Buyer obtaining a written commitment for a loan secured by the Property as follows:

- Conventional Financing Addendum
- FHA Financing Addendum
- VA Financing Addendum
- USDA Financing Addendum
- Assumption Addendum
- Gift of Funds Contingency Addendum
- Owner Financing Addendum
- No Financing Contingency
- OTHER: \_\_\_\_\_

 Buyer \_\_\_\_\_ Page 1 of 11 10/19 Seller \_\_\_\_\_ / \_\_\_\_\_  
   
 Nathalie Mullinix REALTY UNIV, Inc., 19 Chartley Park Rd. Reisterstown, MD 21136 Phone: 4105264466 Fax: 8665286368 140 S Seton Ave  
 Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

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DocuSign Envelope ID: 8A93AE35-14B3-4B23-ABB8-A59AFC59318B

**10. FINANCING APPLICATION AND COMMITMENT:** Buyer agrees to make a written application for the financing as herein described within Three ( 3 ) days from the Date of Contract Acceptance. If a written financing commitment is not obtained by Buyer within Forty ( 40 ) days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in Paragraph 9 of this Contract, may declare this Contract null and void and of no further legal effect. In either case, the deposit shall be disbursed in accordance with the Deposit paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer.

**11. ALTERNATE FINANCING:** Provided Buyer timely and diligently pursues the financing described in the Financing paragraph, paragraph, the Financing Application and Commitment paragraph, and the Buyer Responsibility paragraph, Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at Buyer's sole option, obtains a written commitment for financing in which the loan amount, term of note, amortization period, interest rate, down payment or loan program differ from the financing as described in the Financing paragraph, or any addendum to this Contract, the Financing Application and Commitment paragraph or any addendum to this Contract shall be deemed to have been fully satisfied. Such alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as provided in the Financing Application and Commitment paragraph, or any addendum to this Contract.

**12. HOME AND/OR ENVIRONMENTAL INSPECTION:** Buyer acknowledges, subject to Seller acceptance, that Buyer is afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon a Home Inspection and/or Environmental Inspection in order to ascertain the physical condition of the Property or the existence of environmental hazards. If Buyer desires a Home Inspection and/or Environmental Inspection contingency, such contingency must be included in an addendum to this Contract. Buyer and Seller acknowledge that Brokers, agents or subagents are not responsible for the existence or discovery of property defects.

Inspection(s) Addenda Attached ANP Inspection(s) Declined \_\_\_\_\_  
 Buyer Buyer Buyer Buyer

**13. INCLUSIONS/EXCLUSIONS:** Included in the purchase price are all permanently attached fixtures, including all smoke detectors. Certain other **now existing items** which may be considered personal property, whether installed or stored upon the property, are included if box below is checked.

<b>INCLUDED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<input type="checkbox"/> Alarm System	<input type="checkbox"/> Fireplace Screen Doors	<input type="checkbox"/> Screens	<input type="checkbox"/> Window Fan(s) # _____
<input type="checkbox"/> Built-in Microwave	<input type="checkbox"/> Freezer	<input type="checkbox"/> Shades/Blinds	<input type="checkbox"/> Wood Stove
<input checked="" type="checkbox"/> Ceiling Fan(s) # _____	<input type="checkbox"/> Furnace Humidifier	<input type="checkbox"/> Storage Shed(s) # _____	
<input type="checkbox"/> Central Vacuum	<input type="checkbox"/> Garage Opener(s) # _____	<input type="checkbox"/> Storm Doors	
<input type="checkbox"/> Clothes Dryer	<input type="checkbox"/> w/remote(s) # _____	<input type="checkbox"/> Storm Windows	
<input type="checkbox"/> Clothes Washer	<input type="checkbox"/> Garbage Disposer	<input checked="" type="checkbox"/> Stove or Range	
<input type="checkbox"/> Cooktop	<input type="checkbox"/> Hot Tub, Equipment & Cover	<input type="checkbox"/> T.V. Antenna	
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Intercom	<input type="checkbox"/> Trash Compactor	
<input type="checkbox"/> Drapery/Curtain Rods	<input type="checkbox"/> Playground Equipment	<input type="checkbox"/> Wall Mount T.V. Brackets	
<input type="checkbox"/> Draperies/Curtains	<input type="checkbox"/> Pool, Equipment & Cover	<input type="checkbox"/> Wall Oven(s) # _____	
<input type="checkbox"/> Electronic Air Filter	<input checked="" type="checkbox"/> Refrigerator(s) #1 _____	<input type="checkbox"/> Water Filter	
<input type="checkbox"/> Exhaust Fan(s) # _____	<input type="checkbox"/> w/ice maker	<input type="checkbox"/> Water Softener	
<input type="checkbox"/> Exist. W/W Carpet	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Window A/C Unit(s) # _____	

ADDITIONAL INCLUSIONS (SPECIFY): 3 car detached garage

ADDITIONAL EXCLUSIONS (SPECIFY): \_\_\_\_\_

**14. AGRICULTURALLY ASSESSED PROPERTY:** The *Agricultural Use Assessment* (Assessment) is a reduced property tax assessment for agricultural land. To be eligible for the Assessment, the land must be actively used for agricultural purposes. The *Agricultural Land Transfer Tax* (Tax) is a tax imposed under Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland. **If the Property is assessed in the agricultural use category and the Buyer does not intend to use the Property for agricultural purposes, the Tax may become due and could be substantial.** The Tax is imposed on the deed itself and must be paid before the deed can be recorded. At the time of sale, Seller shall notify Buyer in writing that the transfer may be subject to the Tax. Buyer will be responsible to pay the Tax unless the parties negotiate a different agreement. To avoid paying the Tax, Buyer must continue to use the Property for agricultural purposes and comply with the other requirements of the law. **The Property, or any portion thereof, may be subject to an Agricultural Land Transfer Tax as imposed by Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland, by reason of the Property's having been assessed on the basis of agricultural use. The tax assessed as a result of this transfer shall be paid by N/A**

**15. FOREST CONSERVATION AND MANAGEMENT PROGRAM:** Buyer is hereby notified that this transfer may be subject to the Forest Conservation and Management Program imposed by Section 8-211 of the Tax-Property Article, Annotated Code of Maryland. Forest Conservation and Management program taxes assessed as a result of this transfer shall be paid by N/A

Buyer [Signature]

Page 2 of 11 10/19

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Seller \_\_\_\_\_  
140 S Seton Ave

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**16. LEAD-BASED PAINT:**

**A. FEDERAL LEAD-BASED PAINT LAW:** Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), requires the disclosure by Seller of information regarding lead-based paint and lead-based paint hazards in connection with the sale of any residential real property on which a residential dwelling was constructed prior to 1978. Unless otherwise exempt by the Act, the disclosure shall be made on the required federal Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form. **Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement. A Seller who fails to give the required Lead-Based Paint Disclosure form and EPA pamphlet may be liable under the Act for three times the amount of damages and may be subject to both civil and criminal penalties.**

Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of Paragraph 16.A.

 \_\_\_\_\_ (BUYER)

**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>.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 16.B.

 \_\_\_\_\_ (BUYER)

**C. MARYLAND LEAD POISONING PREVENTION PROGRAM:** Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any residential dwelling constructed prior to 1978 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). If the Property was built prior to 1978 and is now or has been a rental property or may become a rental property in the future, a separate Maryland Lead-Based Paint Disclosure form is attached. Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 16.C.

 \_\_\_\_\_ (BUYER)

**17. 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. Buyer's 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: See Notice Regarding Deferred Water and Sewer Charges.)

Buyer  \_\_\_\_\_

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Seller \_\_\_\_\_ / \_\_\_\_\_

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**21. DEED AND TITLE:** Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances (except in the case of transfer by personal representative of an estate), shall be executed by Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract and being reimbursed by Seller for cost of searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto; and this Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract. In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.

**22. CONDITION OF PROPERTY AND POSSESSION:** At settlement, Seller shall deliver possession of the Property and shall deliver the Property vacant, clear of trash and debris, broom clean and in substantially the same condition as existed on the Date of Contract Acceptance. Buyer reserves the right to inspect the Property within five (5) days prior to settlement. **EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT, INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS."** The obligations of Seller as provided in this paragraph shall be in addition to any Disclosure and Disclaimer Statement as required by Section 10-702, Real Property Article, Annotated Code of Maryland and any provision of any inspection contingency addendum made a part of this Contract (See Property Inspections Notice).

**23. ADJUSTMENTS:** Ground rent, homeowner's association fees, rent and water rent shall be adjusted and apportioned as of date of settlement; and all taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including Metropolitan District Sanitary Commission, Washington Suburban Sanitary Commission, or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law. Any heating or cooking fuels remaining in supply tank(s) at time of settlement shall become the property of Buyer.

**24. SETTLEMENT COSTS:** Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects, except if Buyer is a Veteran obtaining VA financing, those prohibited to be paid by a Veteran obtaining VA financing, which prohibited charges shall be paid by Seller. Buyer Broker flat fee cannot be charged to Buyer nor to Seller per VA Reg. Part 38 CFR 36.4313(b).

**25. TRANSFER CHARGES:**

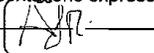
**A. IN GENERAL.** Section 14-104(b) of the Real Property Article, Annotated Code of Maryland provides that, unless otherwise negotiated in the contract or provided by State or local law, the cost of any recordation tax or any State or local Transfer Tax shall be shared equally between the Buyer and Seller.

**B. FIRST-TIME BUYER.** Under Section 14-104(c) of the Real Property Article, the entire amount of recordation and local transfer tax shall be paid by the Seller of property that is sold to a first-time Maryland homebuyer, unless there is an express agreement that the recordation tax or any state or local transfer tax will not be paid entirely by the Seller.

**RECORDATION AND LOCAL TRANSFER TAX.** If the Buyer is a first-time Maryland homebuyer, Buyer and Seller expressly agree, in accordance with Section 14-104(c) of the Real Property Article, Annotated Code of Maryland, that payment of recordation tax and local transfer tax shall be shared equally between the Buyer and Seller unless a "First-time Maryland Homebuyer Transfer and Recordation Tax Addendum" is attached, which contains a different express agreement.

**STATE TRANSFER TAX:** Under Section 13-203(b) of the Tax-Property Article, Annotated Code of Maryland, the amount of state transfer tax due on the sale of property to a first-time Maryland homebuyer is reduced from 0.50% to 0.25% and shall be paid entirely by the Seller. Buyer is hereby notified that to ensure receipt of the above reduction, Buyer should so indicate on Page 10 of this Contract and complete the required affidavit at settlement indicating that the Buyer is a first-time Maryland homebuyer.

**26. BROKER LIABILITY:** Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all parties hereto. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract.

Buyer 

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Seller \_\_\_\_\_ / \_\_\_\_\_

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**27. BROKER'S FEE:** All parties irrevocably instruct the settlement officer to collect the fee or compensation and disburse same according to the terms and conditions provided in the listing agreement and/or agency representation agreement. Settlement shall not be a condition precedent to payment of compensation.

**28. SELLER RESPONSIBILITY:** Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority (including without limitation, any permit violation notices), or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller and the Property conveyed free thereof. The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and no further effect, and the deposits shall be disbursed in accordance with the Deposit paragraph of this Contract.

**29. BUYER RESPONSIBILITY:** If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or if this Contract is contingent upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the time period herein specified, or fails to pursue financing diligently and in good faith, or if Buyer makes any misrepresentations in any document relating to financing, or takes (or fails to take) any action which causes Buyer's disqualification for financing, then Buyer shall be in default; and Seller may elect by written notice to Buyer, to terminate this Contract and/or pursue the remedies set forth under the Default paragraph of this Contract.

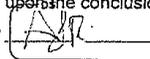
**30. HOMEOWNER'S ASSOCIATION:** The Property is not part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act, unless acknowledged by attached addendum.

**31. GROUND RENT:** If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: See Property Subject to Ground Rent Addendum.)

**32. SALE/SETTLEMENT OR LEASE OF OTHER REAL ESTATE:** Neither this Contract nor the granting of Buyer's loan referred to herein is to be conditioned or contingent in any manner upon the sale, settlement and/or lease of any other real estate unless a contingency for the sale, settlement and/or lease of other real estate is contained in an addendum to this Contract. Unless this Contract is expressly contingent upon the sale, settlement and/or lease of any other real estate, Buyer shall neither apply for nor accept a financing loan commitment which is contingent upon or requires as a pre-condition to funding that any other real estate be sold, settled and/or leased.

**33. LEASES:** Seller may neither negotiate new leases nor renew existing leases for the Property which extend beyond settlement or possession date without Buyer's written consent.

**34. DEFAULT:** Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the initial Deposit and additional Deposits (the "Deposit") may be retained by Seller as long as a Release of Deposit Agreement is signed and executed by all parties, expressing that said Deposit may be retained by Seller. In the event the parties do not agree to execute a Release of Deposit Agreement, Buyer and Seller shall have all legal and equitable remedies. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit, Broker's sole responsibility may be met, at Broker's option, by paying the Deposit into the court in which such litigation is pending, or by paying the Deposit into the court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon Broker's payment of the Deposit into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Broker regarding the release of the Deposit; and Buyer and Seller, jointly and severally, shall indemnify and hold Broker harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by Broker to file an action of interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Broker to deduct from the Deposit all costs incurred by Broker in the filing and maintenance of such action of interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of \$500 or the amount of the Deposit held by Broker. All such fees and costs authorized herein to be deducted may be deducted by Broker from the Deposit prior to paying the balance of the Deposit to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall be the exclusive property of Broker. If the amount deducted by Broker is less than the total of all of the costs incurred by Broker in filing and maintaining the interpleader action, then Buyer and Seller jointly, and severally, agree to reimburse Broker for all such excess costs upon the conclusion of the interpleader action.

Buyer 

Seller 

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**35. MEDIATION OF DISPUTES:** Mediation is a process by which the parties attempt to resolve a dispute or claim with the assistance of a neutral mediator who is authorized to facilitate the resolution of the dispute. The mediator has no authority to make an award, to impose a resolution of the dispute or claim upon the parties or to require the parties to continue mediation if the parties do not desire to do so. Buyer and Seller agree that any dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract shall be mediated through the Maryland REALTORS®, Inc. or its member local boards/associations in accordance with the established Mediation Rules and Guidelines of Maryland REALTORS® or through such other mediator or mediation service as mutually agreed upon by Buyer and Seller, in writing. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees.

Buyer and Seller further agree that the obligation of Buyer and Seller to mediate as herein provided shall apply to all disputes or claims arising whether prior to, during, or within one (1) year following the actual contract settlement date or when settlement should have occurred. Buyer and Seller agree that neither party shall commence any action in any court regarding a dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract, without first mediating the dispute or claim, unless the right to pursue such action or the ability to protect an interest or pursue a remedy as provided in this Contract, would be precluded by the delay of the mediation. In the event the right to pursue such action, or the ability to protect an interest or pursue a remedy would be precluded by the delay, Buyer or Seller may commence the action only if the initial pleading or document commencing such action is accompanied by a request to stay the proceeding pending the conclusion of the mediation. If a party initiates or commences an action in violation of this provision, the party agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the other party to enforce the obligation as provided herein. The provisions of this paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

~~36. ATTORNEY'S FEES:~~ In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including, but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable attorney's fees from the other party as determined by the court or arbitrator. In any action or proceeding between Buyer and Seller and/or between Buyer and Broker(s) and/or Seller and Broker(s) resulting in Broker(s) being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before the Maryland Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Broker(s) harmless from and against any and all liability, loss, cost, damages or expenses (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees) incurred by Broker(s) in such action or proceeding, providing that such action or proceeding does not result in a judgment against Broker(s).

As used in this Contract, the term "Broker(s)" shall mean: (a) the two (2) Brokers as identified on Page 11 of this Contract; (b) the two (2) named Sales Associates identified on Page 11 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified.

This Paragraph shall apply to any and all such action(s) or proceeding(s) against Broker(s) including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Broker(s), including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or breach of fiduciary duty by Broker(s). The provisions of this Paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

**37. NOTICE OF BUYER'S RIGHT TO SELECT SETTLEMENT SERVICE PROVIDERS:** Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in the Financial Institutions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.

**38. PROPERTY OWNER'S TITLE INSURANCE:** Buyer, at Buyer's expense, may purchase owner's title insurance at either "standard" or "enhanced" coverage and rates. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage would be determined by the extent of its coverage. For purposes of owner's title insurance policy premium rate disclosures by Buyer's lender, Buyer and Seller agree that enhanced rates (if available) shall be quoted by Buyer's lender. Buyer understands that nothing herein obligates Buyer to obtain any owner's title insurance coverage at any time, including at settlement, and that the availability of owner's title insurance coverage is subject to the underwriting criteria of the title insurer.

**39. AUTHORIZATION TO PROVIDE TILA-RESPA INTEGRATED DISCLOSURES:** Buyer and Seller hereby authorize the lender, title company, escrow agent, and/or their representatives to disclose and provide copies of the closing disclosure(s)

Buyer 

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Seller \_\_\_\_\_ / \_\_\_\_\_

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and/or other settlement statement to the real estate licensees involved in the transaction at the time these documents are provided to Buyer and Seller.

**40. LIMITED WARRANTY: NOTICE TO BUYER:** IF A WARRANTY PLAN IS BEING OFFERED WITH THE PURCHASE OF THE PROPERTY, IT MAY BE A LIMITED WARRANTY. SINCE SUCH WARRANTY PLANS DO NOT COVER STRUCTURAL DEFECTS AND MAY NOT COVER PRE-EXISTING DEFECTS, BUYER SHOULD REQUEST THE REAL ESTATE AGENT TO PROVIDE BUYER WITH ANY BROCHURE WHICH DESCRIBES THE PLAN IN ORDER TO DETERMINE THE EXTENT OF COVERAGE PROVIDED BY THE WARRANTY.

**41. PROPERTY INSURANCE BROCHURE:** An informational brochure published by the Maryland REALTORS® 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 to be purchased and may be obtained on Maryland REALTORS® website.

**42. FLOOD DISCLOSURE NOTICE:**

**A. FLOOD INSURANCE PREMIUMS:** 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 by Buyer's mortgage lender as a condition of granting a mortgage. In addition, construction on the Property could be prohibited or restricted. The National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also 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, Buyer should not rely on the premiums paid for flood insurance on the Property as an indication of the premiums that will apply after Buyer completes the purchase. In considering the purchase of this Property, Buyer should consult with one or more carriers of flood insurance for better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future. The only requirement for purchasing flood insurance from the NFIP is that you live in a community that participates (via floodplain regulations) in the NFIP. The same requirement applies to the mandatory purchase of flood insurance. Detailed information regarding flood insurance coverage may be obtained at: <http://www.fema.gov/national-flood-insurance-program>.

**B. FLOOD INSURANCE RATE MAPS:** 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. Buyer is advised to contact the Maryland Department of the Environment and consult a flood insurance carrier to inquire about the status of the Property. Detailed information regarding updated maps may be obtained at: <https://www.mdfoodmaps.net>.

**43. GUARANTY FUND: NOTICE TO BUYER:** BUYER IS PROTECTED BY THE REAL ESTATE GUARANTY FUND OF THE MARYLAND REAL ESTATE COMMISSION, UNDER SECTION 17-404 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR LOSSES IN AN AMOUNT NOT EXCEEDING \$50,000 FOR ANY CLAIM.

**44. SINGLE FAMILY RESIDENTIAL REAL PROPERTY DISCLOSURE NOTICE:** Buyer is advised of the right to receive a "Disclosure and Disclaimer Statement" from Seller (Section 10-702 Real Property Article, Annotated Code of Maryland).

**45. MARYLAND NON-RESIDENT SELLER:** If the Property is not the Seller's principal residence and the Seller is a non-resident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a withholding tax from the proceeds of sale may be withheld at the time of settlement except as otherwise provided by Maryland law. (See Maryland Non-Resident Seller Transfer Withholding Tax Addendum.)

**46. INTERNAL REVENUE SERVICE FILING:** Buyer and Seller each agree to cooperate with the settlement officer by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Seller.

**47. NOTICE TO BUYER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA:** Buyer is advised that all or a portion of the property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the Critical Area, Buyer may contact the local Department of Planning and Zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery and Washington Counties do not include land located in the Critical Area.

Buyer 

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**48. WETLANDS NOTICE:** Buyer is advised that if the Property being purchased contains waters of the United States, or if the Property contains land and/or waters regulated by the State, including, but not limited to, wetlands, approval from the U.S. Army Corps of Engineers (Corps) and/or the Maryland Department of the Environment (MDE) will be necessary before starting any work, including construction, if the work includes the discharge of dredged or fill material into a regulated area, or certain other activities conducted in a regulated area. The Corps has adopted a broad definition of waters of the United States, which occur throughout the Chesapeake Bay Region, as well as other portions of the State. The land and waters regulated by the State include tidal wetlands, nontidal wetlands and their buffers, and streams and their 100-year nontidal floodplain. For information as to whether the Property includes waters of the United States or land and/or waters regulated by the State, Buyer may contact the Baltimore District of the Corps and/or MDE. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of Corps-or MDE-regulated areas, including wetlands, prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

**49. FOREST CONSERVATION ACT NOTICE:** If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that, unless exempted by applicable law, as a prerequisite to any subdivision plan or grading or sediment control permit for the Property, Buyer will be required to comply with the provisions of the Maryland Forest Conservation Act imposed by Section 5-1601, et seq. of the Natural Resources Article, Annotated Code of Maryland, including, among other things, the submission and acceptance of a Forest Stand Delineation and a Forest Conservation Plan for the Property in accordance with applicable laws and regulations. Unless otherwise expressly set forth in an addendum to this Contract, Seller represents and warrants that the Property is not currently subject to a Forest Conservation Plan, Management Agreement or any other pending obligation binding the owner of the Property under said Act; further, Seller represents and warrants that no activities have been undertaken on the Property by Seller in violation of the Forest Conservation Act.

**50. NOTICE CONCERNING CONSERVATION EASEMENTS:** If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: See Conservation Easement Addendum.)

**51. FOREIGN INVESTMENT TAXES-FIRPTA:** Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) and (b) the seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess of Three Hundred Thousand Dollars (\$300,000.00), Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of settlement.

**52. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS:** Buyer may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Buyer acknowledges that Buyer is solely responsible to inquire of such matters before signing this Contract. Buyer shall have no right to cancel this Contract based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of the Property, whether acting as the agent for Seller or Buyer, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

**53. MILITARY INSTALLATIONS:** This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels.

**54. NOTICE TO THE PARTIES:**

(A) NO REPRESENTATIONS: Brokers, their agents, subagents and employees, make no representations with respect to:

(1) Water quantity, quality, color, or taste or operating conditions of public and/or private water systems;

(2) Location, size or operating condition of on-site sewage disposal systems;

(3) The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities or private entities, should public utilities be extended or available to the subject Property. (Buyer should consult the Department of Public Works to determine the availability of proposed future extensions of utilities.);

(4) Lot size, exact location. If the subject Property is part of a recorded subdivision, Buyer can review the plat upon request at the Record Office. If the subject Property is not part of a recorded subdivision, Buyer may verify exact size and location through a survey by a licensed engineer or land surveyor, at Buyer's expense;

Buyer 

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Seller \_\_\_\_\_

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140 S Seton Ave

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(5) Existing zoning or permitted uses of the Property, including, without limitation, whether any improvements to the Property required permit(s) and, if so, whether such improvements, were completed pursuant to permit(s) issued and/or whether any permit(s) issued were complied with. Buyer should contact the appropriate local government agency and/or a licensed engineer to verify zoning, permit issuance/status, and permitted uses;

(6) Whether properly licensed contractors have been used to make repairs, renovations and improvements to the Property.

(B) NO ADVISING: Brokers/agents are not advising the parties as to certain other issues, including without limitation: soil conditions; flood hazard areas; possible restrictions of the use of property due to restrictive covenants, subdivision, environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, radium, mold spores, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), asbestos, polybutylene piping and lead-based paint. Information relating to these issues may be available from appropriate governmental authorities. This disclosure is not intended to provide an inspection contingency.

(C) COMPENSATION OF VENDORS: Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors.

(D) PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE: BUYER AND SELLER ACKNOWLEDGE THAT, UNDER SECTION 7-310 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, IF THE MORTGAGE ON THE PROPERTY IS AT LEAST 60 DAYS IN DEFAULT ON THE DATE OF CONTRACT ACCEPTANCE, SELLER HAS THE RIGHT TO RESCIND THE CONTRACT WITHIN 5 DAYS AFTER THE DATE OF CONTRACT ACCEPTANCE. ANY PROVISION IN THIS CONTRACT OR OTHER AGREEMENT THAT ATTEMPTS OR PURPORTS TO WAIVE ANY OF THE SELLER'S RIGHTS UNDER SECTION 7-310 IS VOID.

**55. PROPERTY TAX NOTICE - 60 DAY APPEAL:** If any real property is transferred after January 1 and before the beginning of the next taxable year to a new owner, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer.

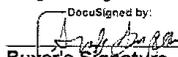
**56. NON-ASSIGNABILITY:** This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.

**57. PARAGRAPH HEADINGS:** The Paragraph headings of this Contract are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

**58. COMPUTATION OF DAYS:** As used in this Contract, and in any addendum or addenda to this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. A day shall be measured from 12:00:00 a.m. to and including 11:59:59 p.m. in the Eastern Time Zone. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract, or any addendum or addenda to this Contract, was required to be performed or made.

**59. ENTIRE AGREEMENT:** This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and, if permitted as herein provided, assigns. Once signed, the terms of this Contract can only be changed by a document executed by all parties. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

**60. ELECTRONIC DELIVERY:** The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by facsimile transmittal, or delivers a digital image of the executed document by electronic transmittal.

DocuSigned by:  
  
Buyer's Signature  
Amanda Lee Rhodes

11/15/2019  
Date

Seller's Signature  
Town Of Emmitsburg

Date

Buyer's Signature

Date

Seller's Signature

Date

DATE OF CONTRACT ACCEPTANCE: \_\_\_\_\_

Check if First-Time Maryland Homebuyer

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**Contact Information:**

BUYER / NAME(S): **Amanda Lee Rhodes**  
MAILING ADDRESS: **8 Eyler Rd Apt 1**  
**Thurmont, MD 21788-1326**

SELLER / NAME(S): **Town Of Emmitsburg**  
MAILING ADDRESS: **on record**

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: **J&B Real Estate**  
BROKER OF RECORD NAME: **Cynthia T Grimes** LICENSE NUMBER: **622999**  
SALES ASSOCIATE NAME: **Cynthia T Grimes** LICENSE NUMBER: **Lic# 622999 - MD**  
OFFICE ADDRESS: **131/2 Water ST, Thurmont, MD 21788**  
OFFICE PHONE: **(301)271-3487** BROKER/SALES ASSOCIATE MLS ID: **149720**  
SALES ASSOCIATE PHONE: **(301)788-5354** SALES ASSOCIATE E-MAIL: **cindy\_grimes@msn.com**

ACTING AS:  LISTING BROKER AND SELLER AGENT; OR  
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

SELLING BROKERAGE COMPANY NAME: **Nathalie Mullinix Realty Univ. Inc.**  
BROKER OF RECORD NAME: **Nathalie Mullinix** LICENSE NUMBER: **3486**  
SALES ASSOCIATE NAME: **Nathalie Mullinix** LICENSE NUMBER: **3486**  
OFFICE ADDRESS: **19 Chartley Park Rd, Reisterstown, MD 21136-2001**  
OFFICE PHONE: **(410)526-4466** BROKER/SALES ASSOCIATE MLS ID:  
SALES ASSOCIATE PHONE: **(410)526-4466** SALES ASSOCIATE E-MAIL: **president@realtyuniversal.com**

ACTING AS:  SELLER AGENT; OR  
 SUBAGENT; OR  
 BUYER AGENT; OR  
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

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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 [Signature]

Seller [Signature]



MR

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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.

DocuSigned by:  
*[Signature]* 11/15/2019  
Buyer's Signature Date  
60E84970F77E49E

Buyer's Signature Date

DocuSigned by:  
*Nathalie Mullinix, President* 11/15/2019  
Agent's Signature Date

Seller's Signature Date  
The Town of Edmitsburg

Seller's Signature Date  
*Mayor Donald W. Briggs* 11/07/19

DocuSigned by:  
*Cynthia Grimes* 10/30/2019  
Agent's Signature Date  
Cindy Grimes

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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 \_\_\_\_\_

DS  
ASR

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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 \_\_\_\_\_

OS  
[Signature]

M

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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:

\_\_\_\_\_

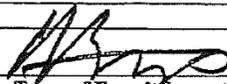
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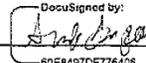
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Seller  Date 11/07/2019  
 The Town of Emmitsburg Mayor Donald N. Briggs  
 Seller  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 11/15/2019  
DocuSigned by: 80E8497CF776408  
 Purchaser \_\_\_\_\_ Date \_\_\_\_\_

*AA*

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# SMOKE ALARM LAWS

**2018**

*Maryland*  
**REALTORS®**



**AS OF JANUARY 1, 2018 - MARYLAND LAW REQUIRES:**

**IF BATTERY OPERATED ONLY, ALARM MUST:**

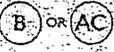
- Be powered by 10-year sealed battery
- Have a silence/hush feature

**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



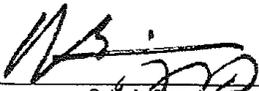
The Contract of Sale/Lease dated \_\_\_\_\_, Address 140 S Seton Ave,  
City Emmitsburg, State MD Zip 21727-9214  
Between Seller/Landlord The Town of Emmitsburg

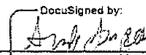
And Buyer/Tenant \_\_\_\_\_

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  
Mayor Donald N. Briggs  
11/07/19

DocuSigned by:  
  
\_\_\_\_\_  
Buyer's Signature/Date  
11/15/2019



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Cynthia Grimes

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Fax: 301-271-4087

140 S Seton Ave

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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): MS 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) MS Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
Property was built in 1910. Property has lead-based paint. Last MDE report on 2/8/2018
  - (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) MS 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).  
- MDE Form 330 - Lead Paint Risk Reduction  
- Form C - Dust Inspection
  - (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) MS Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.
- (d) MS Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.
- (e) Buyer has (initial (i) or (ii) below):
  - (i) MS 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) CA 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 The Town of Emmitsburg <u>Donald N. Briggs</u> Date <u>11/07/19</u> CW	DocuSigned by: <u>Buyer/Tenant</u> Date <u>11/15/2019</u>
Seller/Landlord DocuSigned by: <u>Cynthia Grimes</u> Date <u>10/30/2019</u>	Buyer/Tenant DocuSigned by: <u>Nathalie Mullinix, President</u> Date <u>11/15/2019</u>
Seller's/Landlord's Agent Cindy Grimes	Buyer's/Tenant's Agent



10/17



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MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

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

**MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE:** Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property is / \_\_\_\_\_ is or \_\_\_\_\_ / \_\_\_\_\_ is not registered in the Maryland Program (*Seller to initial applicable line*).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (*Seller to initial applicable line*) \_\_\_\_\_ has; or \_\_\_\_\_ has not occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (*Seller to initial applicable line*) \_\_\_\_\_ / \_\_\_\_\_ will; OR \_\_\_\_\_ / \_\_\_\_\_ will not perform the required treatment prior to transfer of title of the Property to Buyer. N/A

**ACKNOWLEDGEMENT:** Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. \_\_\_\_\_ (BUYER)

**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 <u>Raymond Douglas N. Briggs</u> <span style="float: right;">11/07/19</span> The Town of Emmitsburg <span style="float: right;">Date</span>	DocuSigned by: <u>[Signature]</u> <span style="float: right;">11/15/2019</span> Buyer <u>80EB497DF776406</u> <span style="float: right;">Date</span>
---	--

Seller _____ <span style="float: right;">Date</span> DocuSigned by: <u>Cynthia Grimes</u> <span style="float: right;">10/30/2019</span> Seller's Agent _____ <span style="float: right;">Date</span> Cindy Grimes	Buyer _____ <span style="float: right;">Date</span> DocuSigned by: <u>Nathalie Mullinar, President</u> <span style="float: right;">11/15/2019</span> Buyer's Agent _____ <span style="float: right;">Date</span>
---	---



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**AS IS ADDENDUM**

ADDENDUM dated \_\_\_\_\_ to Contract of Sale  
between Buyer \_\_\_\_\_ and Seller \_\_\_\_\_  
for Property known as The Town of Emmitsburg  
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:

Change B from 10 days to 12 days

**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.

DocuSigned by:  
[Signature]  
Buyer Signature \_\_\_\_\_ Date 11/15/2019

[Signature]  
Seller Signature \_\_\_\_\_ Date 11/07/19  
The Town of Emmitsburg Donald R. Briggs  
CW

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_



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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 Amanda Lee Rhodes (Buyers(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 Douglas W. Briggs DATE 11/07/19  
The Town of Emmitsburg

DocuSigned by: [Signature] 11/15/2019  
BUYER DATE

SELLER DATE BUYER DATE



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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  
 for Property known as 140 S Seton Ave  
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:

- |   |   |  |  |
|---|---|--|--|
| <b>INCLUDED</b>                                 | <b>INCLUDED</b>   | <b>INCLUDED</b>                                    | <b>INCLUDED</b>  |
| <input type="checkbox"/> Alarm System           | <input checked="" 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)<br># _____ |
| <input type="checkbox"/> Central Vacuum         | <input type="checkbox"/> Furnace Humidifier                 | <input type="checkbox"/> Shades/Blinds             | <input type="checkbox"/> Window Fan(s)<br># _____      |
| <input type="checkbox"/> Clothes Dryer          | <input type="checkbox"/> Garage Opener(s) # _____           | <input type="checkbox"/> Storage Shed(s) # _____   | <input type="checkbox"/> Wood Stove                    |
| <input type="checkbox"/> Clothes Washer         | <input type="checkbox"/> w/remote(s) # _____                | <input type="checkbox"/> Storm Doors               |  |
| <input type="checkbox"/> Cooktop                | <input type="checkbox"/> Garbage Disposer                   | <input type="checkbox"/> Storm Windows             |  |
| <input type="checkbox"/> Dishwasher             | <input type="checkbox"/> Hot Tub, Equip. & Cover            | <input checked="" type="checkbox"/> Stove or Range |  |
| <input type="checkbox"/> Drapery/Curtain Rods   | <input type="checkbox"/> Intercom                           | <input type="checkbox"/> T.V. Antenna              |  |
| <input type="checkbox"/> Draperies/Curtains     | <input type="checkbox"/> Playground Equipment               | <input type="checkbox"/> Trash Compactor           |  |
| <input type="checkbox"/> Electronic Air Filter  | <input type="checkbox"/> Pool, Equip. & Cover               | <input type="checkbox"/> Wall Mount T.V. Brackets  |  |
| <input type="checkbox"/> Exhaust Fan(s) # _____ | <input checked="" type="checkbox"/> Refrigerator(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 11/07/19  
Mayor Donald W. Briggs Seller \_\_\_\_\_ Date \_\_\_\_\_  
 10/19



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 J&B Real Estate, Inc., 13 1/2 Water Street, Thurmansville, MD 21788 Phone: 301-786-6354 Fax: 301-271-4087 140 S Seton Ave  
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17.36.020 - Uses permitted in the village zone (VZ).

Uses permitted in the village zone are as follows:

- A. Town houses, duplexes, multifamily and single-family dwellings;
- B. Schools, libraries, museums, parks, playgrounds and community centers;
- C. Nursery schools or child day care centers provided the play area is fully fenced and one parking space per employee is provided, and one hundred (100) square feet of open space per child is provided;
- D. Boarding & lodging and bed & breakfast inns; if one additional paved off-street parking spaces per bedroom is provided;
- E. Medical centers, rest homes and nursing homes; provided off-street parking is provided for each attendant or worker and for each three patients to be cared for therein;
- F. Clubs, lodges, hospitals, sanitariums, institutions and fire departments;
- G. Neighborhood Retail Outlets. Furniture, clothing, dry goods, shoe and variety service, and sales and service for small and large appliances;
- H. Food, Drug and Beverages. Grocery, fruit or vegetable stores, meat markets, delicatessens, drug stores, bakery in conjunction with retail sales, restaurants, tea rooms, and cocktail lounges; retail wine and spirit shops;
- I. Specialty Shops. Gift shops, jewelry stores, magazine, book, and stationery outlets; except no store that sells pornographic or other obscene materials shall be permitted; florist shops, camera and photography shops, and studios, sporting goods, antique shops, taxidermists, bicycle sales and service;
- J. Service and Recreation. Laundromats, dry cleaning and laundry pickup stations, barber and beauty shops, dressmaking and millinery shops, shoe repair and tailor shops, mortuaries, indoor storage, commercial recreation, repair shops for small appliances and small articles, newspaper printing, and publishing facilities, print shops, print brokers, furnace, heating, computer, plumbing and tire shops, volunteer fire departments, and ambulance service, public service buildings and offices, and meeting places for nonprofit organizations, sales and service of small and medium size outdoor power equipment, not to exceed 25 hp and 2500 lb in weight;
- K. Business and Professional Office. Medical and dental offices and clinics, law offices, insurance and real estate offices, banks, finance, and utility company offices;
- L. Home occupation.
- M. Family day care home licensed by the state.
- N. Place of worship, theatre, auditorium.

(Ord. 04-21 (part); Ord. 04-09; Ord. 00-16; prior code Art. XI (Art. V-A § (part))

(Ord. No. 13-13, 11-18-13; Ord. No. 12-05, 5-21-12; Ord. No. 17-12, 9-5-17)



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**SELLER CONTRIBUTION ADDENDUM**

ADDENDUM dated November 15, 2019 to Contract of Sale  
between Buyer Amanda Lee Rhodes  
and Seller 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.

In addition to any other amount(s) which Seller has agreed to pay under other provisions of the Contract, (example: origination/discount points, transfer/recordation tax, lender fees), Seller shall credit Buyer at the time of settlement with the sum of \$ 9,600.00 OR N/A % of Purchase Price towards Buyer's settlement costs. It is Buyer's responsibility to confirm with lender that the entire credit provided for herein may be utilized. If lender prohibits Seller from payment of any portion of such credit, then said credit shall be reduced to the maximum amount allowed by lender.

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

DocuSigned by:  
  
Buyer Signature 11/15/2019 Date  
**Amanda Lee Rhodes**

Seller Signature \_\_\_\_\_ Date  
**Town Of Emmitsburg**

Buyer Signature \_\_\_\_\_ Date

Seller Signature \_\_\_\_\_ Date



10/17



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**PROPERTY INSPECTIONS ADDENDUM**

ADDENDUM dated November 15, 2019 to Contract of Sale

between Buyer Amanda Lee Rhodes

and Seller 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.

Only those sections of Paragraph #2 below (A, B, C, D, E, F, G) initialed by both Buyer and Seller shall apply to this Property Inspections Addendum.

**1. SCOPE AND LIMITATIONS OF INSPECTIONS:** The purpose of any inspection(s) selected below is to discover unsatisfactory conditions, if any, of the components and systems of the Property, and any other conditions identified in the subsections below. The future condition and performance of the above systems and components are not warranted by Seller and are not to be considered subject to this Addendum.

**This Addendum and the inspection(s) provided herein is NOT for the purpose of making items of a routine maintenance and/or cosmetic nature the subject of further negotiations between Buyer and Seller.**

**2. ITEMS TO BE INSPECTED:**

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**A. Structural and Mechanical:** Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified professional engineer, licensed home inspector, or other expert selected by Buyer. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within Twelve ( 12 ) days from the Date of Contract Acceptance. Inspection may include, but is not limited to, foundations and/or basement (including chronic water penetration), floor systems, ceilings, doors and windows, roof, insulation, exterior and interior wall systems, decks, porches, garages, plumbing, and electrical systems, heating and cooling systems and components, appliances, and mechanical equipment, and also other conditions as noted: \_\_\_\_\_

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**B. Mold:** Buyer, at Buyer's expense, has the right to have a qualified expert selected by Buyer take air quality and surface samples in any area of the interior or exterior of the structures, including garage, to determine evidence of mold or mold spores of any kind and level(s) of toxicity. Samples will be sent for analysis to a qualified laboratory. Such inspection and laboratory analysis shall be completed and in the event mold or mold spores are found, a copy of the laboratory analysis and report together with a separate written statement indicating what repair or corrective action is required, shall be submitted to Seller, within Twelve ( 12 ) days from the Date of Contract Acceptance.

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**C. Environmental:** Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified expert selected by Buyer. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within Twelve ( 12 ) days from the Date of Contract Acceptance. Inspection(s) may include, but



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Nathalie Mullinix

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are not limited to, the presence of asbestos, existence and integrity of underground oil/gasoline tanks, presence of solvents/paint thinners, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), polybutylene piping, mold spores, and other items if noted: \_\_\_\_\_

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[Signature]

**D. Radon:** Buyer, at Buyer's expense, has the right to have the Property tested for radon in accordance with Environmental Protection Agency (EPA) testing protocols to determine whether the radon level (or average radon level if the test results are reported as an integrated average over time) equals or exceeds the action level as determined by the EPA. Such testing shall be completed and in the event the radon level equals or exceeds the EPA action level, a copy of the test results together with a separate written statement indicating what corrective action is required, shall be submitted to Seller, within Twelve ( 12 ) days from the Date of Contract Acceptance.

DS  
[Signature]

**E. Chimney Inspection:** Buyer, at Buyer's expense, has the right to have the Property's chimney(s), flue(s), and fireplace(s) inspected by a qualified expert, selected by Buyer, to determine safety and structural soundness. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to the Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within ( N/A ) days from the Date of Contract Acceptance.

DS  
[Signature]

Buyer and Seller understand that the chimney(s), flue(s), and fireplace(s) may need to be cleaned in order to perform said inspection, and Seller hereby authorizes Buyer to instruct inspector to clean systems if needed, at Buyer's expense.

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[Signature]

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**F. Lead-Based Paint Hazard Inspection:** Buyer, at Buyer's expense, has the right to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. The risk assessment or inspection of the Property shall be made by an individual certified by the Maryland Department of the Environment to conduct such assessment or inspection. Such assessment or inspection shall be completed and in the event lead-based paint hazards are found, a copy of the entire assessment report or inspection report shall be submitted to Seller, together with a written itemization of specific existing lead-based paint hazards and corrective action required to abate such lead-based paint hazards, within ( N/A ) days from the Date of Contract Acceptance. **The time period specified above represents the mutually agreed upon time period for Buyer to conduct an assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards.** If Seller elects to correct the unsatisfactory condition(s), Seller shall furnish Buyer with written certification from an individual certified by the Maryland Department of the Environment demonstrating that the unsatisfactory condition(s) has been remedied prior to the date of settlement.

DS  
[Signature]

**G. Additional Inspection(s):** Buyer, at Buyer's expense, has the right to have the Property inspected for Any additional issues. Such inspection(s) shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within Twelve ( 12 ) days from the Date of Contract Acceptance.

**Note: Termite and other wood destroying insect infestation inspection terms are governed by the "Wood Destroying Insect Inspection" paragraph of the Contract.**

**3. RIGHTS AND OBLIGATIONS OF BUYER AND SELLER:** Seller shall make the Property accessible for such inspections and shall have utilities in service at the time of the inspection. Neither Buyer, nor any agent or contractor 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. If the Property is part of a

Buyer [Signature]

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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 the inspection(s).

**4. INSPECTION REPORT PROCESS:** The following terms shall apply to EACH initialed inspection contingency in Paragraph 2 above:

**A. Waiver of Buyer's Right to Terminate Contract**

If, within the time period specified, Buyer fails to have inspection performed, or if Buyer pursuant to paragraph 4.C. below fails to submit entire inspection report to Seller along with a separate written statement indicating what conditions in the report are considered unsatisfactory, and what corrective action and/or credit is requested, Buyer shall be deemed to have accepted, as satisfactory, said inspection report; and Buyer shall have no right thereafter to terminate the Contract or request corrective action pursuant to the provisions of this Addendum. If Buyer elects not to request corrective action from Seller as a result of an inspection, Buyer shall not be required to submit a copy of the inspection report to Seller.

**B. Buyer's General Right to Terminate Contract**

**NOTICE: THIS PARAGRAPH 4.B. SHALL NOT APPLY UNLESS INITIALED BY BOTH BUYER AND SELLER. If this Paragraph 4.B. is initialed only by Buyer, then no binding contract shall be deemed to have been formed by and between the parties, even if this Addendum has been signed by both Buyer and Seller, unless Seller shall delete this Paragraph 4.B. by strike-through, duly initialed by Seller, which deletion shall be deemed to be a counter-offer by Seller to Buyer for acceptance by Buyer. If Buyer wishes to accept the deletion of this Paragraph 4.B., then Buyer shall evidence such acceptance by initials of Buyer.**

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Buyer, upon written notice to Seller given within the time period specified for each inspection contingency, shall have the unconditional right to terminate the Contract for no stated reason, based upon Buyer's general dissatisfaction with the inspection results. If Buyer elects to terminate the Contract, the Contract shall become null and void, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

Buyer: \_\_\_\_\_ / \_\_\_\_\_ Seller: \_\_\_\_\_ / \_\_\_\_\_

**C. Buyer's Specific Right to Terminate Contract**

**NOTICE:** This paragraph 4.C. shall apply in the event paragraph 4.B. is not initialed by both Buyer and Seller OR if paragraph 4.B. is initialed by both Buyer and Seller but Buyer elects not to terminate the Contract pursuant to paragraph 4.B.

Within five (5) days from receipt of notice from Buyer of an unsatisfactory inspection report, Seller shall notify Buyer in writing whether Seller, at Seller's expense, will repair or correct all, some, or none of the conditions noted by Buyer, or offer a credit. If Seller elects to repair or correct all of the stated unsatisfactory conditions, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement, all of the unsatisfactory conditions noted by Buyer.

If Seller elects to repair or correct only some, or none, of the unsatisfactory conditions, or fails to respond within the five (5) day period, Buyer, by written notice to Seller given within two (2) days of receipt of Seller's notice, or from the date that such written notice was to have been provided by Seller, may elect either to terminate the Contract or waive the right of repair or correction of any unsatisfactory conditions which Seller will not repair or correct. If Buyer elects to terminate the Contract, the Contract shall become null and void; and the Deposit(s)

Buyer 

Seller \_\_\_\_\_ / \_\_\_\_\_

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shall be disbursed in accordance with the Deposit(s) paragraph of the Contract. If Buyer waives the right of repair or correction of any conditions which Seller will not repair or correct, or if Buyer, within two (2) days of receipt of Seller's notice, fails to notify Seller of Buyer's election to either terminate the Contract or to waive the right to repair or correct any unsatisfactory conditions which Seller will not repair or correct, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement all of the unsatisfactory conditions which Seller agreed to repair or correct.

If Seller offers Buyer a credit, Buyer, by written notice to Seller given within two (2) days of receipt of Seller's offer, may elect either to terminate the Contract or accept the credit. If Buyer elects to terminate the Contract, the Contract shall become null and void; and the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract. If Buyer accepts the credit, or if Buyer, within two (2) days of receipt of Seller's notice, fails to notify Seller of Buyer's election to either terminate the Contract or accept the credit, the Contract shall remain in full force and effect; and Seller shall credit Buyer the amount Seller offered at settlement, subject to lender approval. It is Buyer's responsibility to confirm with lender that the entire credit provided for herein may be utilized. If lender prohibits Seller from payment of any portion of such credit, then said credit shall be reduced to the maximum amount allowed by lender.

**5. REPAIRS, CORRECTION, RE-INSPECTION:** Seller agrees to complete repairs and provide receipts in sufficient time for Buyer to inspect prior to settlement. Buyer shall have the right to inspect the Property upon the completion of repairs or corrective action by Seller to confirm that Seller has performed, in a good and workmanlike manner, all of the repairs and corrective action, which Seller agreed to perform.

**6. DAMAGE TO PROPERTY:** If Buyer or Buyer's agents or contractors damage the Property during the exercise of Buyer's rights under this Addendum, except for damage caused by Seller's negligence, Buyer shall promptly reimburse Seller for all costs incurred in correcting such damage.

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

DocuSigned by:  
  
Buyer Signature  
Amanda Lee Rhodes

11/15/2019

Date

Seller Signature  
Town Of Emmitsburg

Date

Buyer Signature

Date

Seller Signature

Date

  
11/24/2019

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**USDA FINANCING ADDENDUM**

ADDENDUM dated November 15, 2019 to Contract of Sale  
between Buyer Amanda Lee Rhodes  
and Seller Town Of Emmitsburg  
for Property known as 140 S Seton Ave, Emmitsburg, MD 21727-9214

The Contract is contingent upon Buyer obtaining a mortgage through the United States Department of Agriculture ("USDA") and secured by the Property as follows:

**1. LOAN DETAILS:**

Rural Housing Guarantee Fee \$	<u>TBD</u>	Loan Program	<u>USDA</u>
Base Loan Amount	\$ <u>165,000.00</u>	TERM OF LOAN	<u>30</u> Years
TOTAL LOAN AMOUNT	\$ <u>167,000.00</u>	INITIAL INTEREST RATE	<u>prevailing</u> %

Buyer agrees to pay to Lender loan origination/discount fees of prev. % of the loan amount, and Seller agrees to pay loan origination/discount fees of N/A % of the loan amount. Buyer shall receive the benefit of any reduction in said fees. All loan insurance premiums as required by Lender shall be paid by Buyer.

BY ACCEPTING A LOAN AGREEMENT WHEREBY THE INTEREST RATE AND LOAN DISCOUNT FEES ARE NOT BEING LOCKED IN, BUYER AGREES TO ACCEPT THE RATE AS CHARGED BY LENDER AT THE TIME OF LOCK-IN AND THE RESPONSIBILITY FOR ANY ADDITIONAL LOAN DISCOUNT FEES CHARGED, AND BUYER SHALL REMAIN BOUND BY THE TERMS OF THE CONTRACT, NOTWITHSTANDING ANY SUCH CHANGES IN THE RATE AND/OR FEES.

2. **MONTHLY PAYMENT:** Payments to Lender shall include monthly principal and interest, plus one-twelfth of the annual real property taxes, ground rent, special assessments or charges, if any, hazard insurance premium, flood insurance premium, private mortgage insurance where required, and the monthly Annual Rural Development fee.

3. **LOAN UNDERWRITING:** Buyer and Seller understand that Lender will have to resubmit the loan to underwriting if, from the time Buyer's loan application was approved to the time of settlement, there are any increases to the interest rate and/or the loan origination/discount fees. To the extent such changes do not conflict with the conditions of the Contract, Buyer agrees to comply with Lender's request for additional or updated information as required to approve the loan.

4. **USDA AMENDATORY CLAUSE:** It is expressly agreed that, notwithstanding any other provisions of this Contract, Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of deposit or otherwise unless Buyer has been given in accordance with HUD/USDA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than the Purchase Price. Buyer shall have the privilege and option for five (5) days after receipt of the appraisal to proceed with the consummation of this Contract without regard to the appraised value by giving Seller written notice of Buyer's intention to do so. The appraised value is arrived at to determine the maximum mortgage that the USDA will insure. The USDA does not warrant the value or condition of the Property. Buyer should ensure that the price and condition of the Property are acceptable to Buyer. If Buyer and Seller agree to adjust the Purchase Price to the appraised value, Buyer covenants and agrees to be bound to proceed with consummation hereof at the appraised value. A new USDA Amendatory Clause is not required. However, the loan application package must include the original Contract along with the revised or amended Contract. If Buyer and Seller do not agree to adjust the Purchase Price to the appraised value, then this Contract shall be null and void.



Nathalie Mullinix REALTY UNIV.Inc., 19 Chartley Park Rd. Reisterstown, MD 21136  
Nathalie Mullinix

Buyer

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Seller /



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5. **MORTGAGE INSURANCE/RURAL HOUSING GUARANTEE FEE:** Buyer agrees to pay a Rural Housing Guarantee Fee as required by USDA regulations. The Rural Housing Guarantee Fee must be paid at the time of settlement in cash or included in the loan amount; and in addition, a Rural Development Annual Premium equal to a percentage of the loan amount must be paid monthly thereafter if required under the terms of the loan.
6. **TERMITE INSPECTION:** Notwithstanding the provisions of the Termite Inspection paragraph of the Contract, Buyer and Seller acknowledge that in all transactions involving USDA financing, all fences and outbuildings shall be included in the inspection certification.
7. **LENDER REQUIRED REPAIRS:** In the event USDA and/or Lender require any repairs or improvements ("Required Repairs") be made to the Property, Seller agrees to perform the Required Repairs and to pay the cost thereof at or prior to settlement, provided the total cost of the Required Repairs does not exceed \$ **500.00** ("Repair Amount"). **Seller's obligation to perform and pay for the Required Repairs shall be in addition to Seller's other obligations under the terms of the Contract.** Should the cost of Required Repairs exceed the Repair Amount:
- A. Seller may elect to pay the total cost of the Required Repairs, in which event the Contract shall remain in full force and effect.
  - B. Seller may terminate the Contract by written notice to Buyer, which must include a written estimate of the cost of the Required Repairs. Said written notice shall be provided to Buyer within five (5) days of Seller's receipt of written estimate(s).
  - C. The Contract shall remain in full force and effect if, within five (5) days of Buyer's receipt of Seller's notice of termination, Buyer elects, in writing, to pay the difference between the cost of the Required Repairs and the Repair Amount listed above.
  - D. If neither Buyer nor Seller elects to pay the excess cost of any Required Repairs, the Contract shall be null and void; and the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

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

DocuSigned by:			
	11/15/2019		
<b>Buyer's Signature</b>	<b>Date</b>	<b>Seller's Signature</b>	<b>Date</b>
Amanda Lee Rhodes		Town Of Emmitsburg	
<b>Buyer's Signature</b>	<b>Date</b>	<b>Seller's Signature</b>	<b>Date</b>

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**FIRST-TIME MARYLAND HOMEBUYER  
TRANSFER AND RECORDATION TAX ADDENDUM**

**FOR USE IN TRANSACTIONS WHERE BUYER IS A FIRST-TIME MARYLAND HOMEBUYER AND TRANSFER AND RECORDATION TAXES WILL NOT BE SHARED EQUALLY BETWEEN BUYER AND SELLER**

ADDENDUM dated November 15, 2019 to Contract of Sale  
between Buyer Amanda Lee Rhodes  
and Seller Town Of Emmitsburg  
for Property known as 140 S Seton Ave, Emmitsburg, MD 21727-9214

**FOR USE ONLY WHEN AN INDIVIDUAL HAS NEVER OWNED RESIDENTIAL REAL PROPERTY IN THE STATE OF MARYLAND AND THE PARTIES INTEND TO PROVIDE FOR AN EXPRESS AGREEMENT ON TERMS DIFFERENT FROM THOSE CONTAINED IN PARAGRAPH 25 OF THE CONTRACT OF SALE. TO QUALIFY AS A FIRST-TIME MARYLAND HOMEBUYER, EACH BUYER MUST SIGN A STATEMENT UNDER OATH STATING THAT:**

- (A.) THE BUYER HAS NEVER OWNED RESIDENTIAL REAL PROPERTY IN MARYLAND THAT HAS BEEN THE INDIVIDUAL'S PRINCIPAL RESIDENCE; AND
- (B.) THE RESIDENCE WILL BE OCCUPIED AS A PRINCIPAL RESIDENCE; OR
- (C.) THE BUYER IS A CO-MAKER OR GUARANTOR OF A MORTGAGE OR DEED OF TRUST TO BE SECURED BY THE PROPERTY AND THE CO-MAKER OR GUARANTOR WILL NOT OCCUPY THE PROPERTY AS A PRINCIPAL RESIDENCE.

BUYER IS A FIRST-TIME MARYLAND HOMEBUYER WHO WILL OCCUPY THE IMPROVED, RESIDENTIAL REAL PROPERTY AS A PRINCIPAL RESIDENCE.

**1. STATE TRANSFER TAX**

- (A) SECTION 13-203(B) OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT THE RATE OF THE STATE TRANSFER TAX IS REDUCED FROM 0.50% TO 0.25% OF THE CONSIDERATION PAYABLE FOR THE INSTRUMENT IN WRITING AND SHALL BE PAID ENTIRELY BY THE SELLER.
- (B) SECTION 14-104(C)(2) OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT THE ENTIRE AMOUNT OF STATE TRANSFER TAX SHALL BE PAID BY THE SELLER.

**2. RECORDATION TAX AND LOCAL TRANSFER TAX**

SECTION 14-104(C)(1) OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT THE ENTIRE AMOUNT OF RECORDATION TAX AND LOCAL TRANSFER TAX SHALL BE PAID BY THE SELLER UNLESS THERE IS AN EXPRESS AGREEMENT BETWEEN THE PARTIES THAT THE RECORDATION TAX AND LOCAL TRANSFER TAX WILL NOT BE PAID ENTIRELY BY THE SELLER.

BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF RECORDATION TAX AND LOCAL TRANSFER TAX SHALL BE PAID AS FOLLOWS: **(BUYER AND SELLER TO INITIAL ONE)**

SELLER TO PAY  
 BUYER TO PAY  
 OTHER AS FOLLOWS: Buyer and seller to split

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

DocuSigned by: [Signature] 11/15/2019

Buyer Signature <u>Amanda Lee Rhodes</u>	Date	Seller Signature <u>Town Of Emmitsburg</u>	Date
Buyer Signature	Date	Seller Signature	Date



10/17



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**AMENDMENT/ADDENDUM**

ADDENDUM NUMBER 1 to CONTRACT OF SALE/LEASE dated \_\_\_\_\_

BUYER(S)/TENANT(S): Amanda Lee Rhodes

SELLER(S)/LANDLORD(S): Town Of Emmitsburg

PROPERTY: 140 S Seton Ave, Emmitsburg, MD 21727-9214

For valuable consideration, receipt of which is hereby acknowledged, we, the undersigned parties hereby agree as follows;  
**Basement has water ~~damage~~ infiltration after/during a heavy rain.**



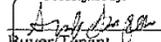
~~Sellers have obtained estimates and approved the work to be done. Estimate also recommends a block foundation to be added on perimeter. Seller agrees to complete this as well at no cost to the buyer.~~

11/24/2019

All work to be completed by licensed professionals prior to settlement.

Attached approved estimate is attached to and made part of this contract.

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

DocuSigned by:  (SEAL) 11/15/2019  
Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_  
**Amanda Lee Rhodes**

\_\_\_\_\_  
Buyer/Tenant (SEAL) \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Seller/Landlord (SEAL) \_\_\_\_\_  
Date \_\_\_\_\_  
**Town Of Emmitsburg**

\_\_\_\_\_  
Seller/Landlord (SEAL) \_\_\_\_\_  
Date \_\_\_\_\_

FORM 1401 (7/05)

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Nathalie Mullinix REALTY UNIV, Inc., 19 Charley Park Rd. Reisterstown, MD 21136  
Nathalie Mullinix

Phone: 4105264466

Fax: 8665295368

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140 S Seton Ave

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# Protect Your Family From Lead in Your Home

 **EPA** United States  
Environmental  
Protection Agency

 United States  
Consumer Product  
Safety Commission

 United States  
Department of Housing  
and Urban Development

June 2017

Nathalie Mullinix REALTY UNIV.Inc., 19 Chartley Park Rd. Reisterstown, MD 21136  
Nathalie Mullinix

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140 S Seton Ave

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**TFJ Excavating LLC**

7118B Blue Mountain Rd  
MD 21788

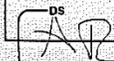
Phone # 301-524-5262 tfjexcavatingap@gmail.com

*Estimate*

Date	Estimate #
10/2/2019	11

Name / Address
Town of Emmitsburg Steve Fissel 300A. S. Seton Avenue Emmitsburg, MD 21727

Description	Qty	Rate	Project	
			Total	
Cutting concrete slab, dig out around foundation on inside, lay 3: drain tile, install subpump basin and new subpump and 57 stone.	1	9,600.00	9,600.00	
Addition charge if sloping ground away from house for water to drain properly.	1	500.00	500.00	
<b>Total</b>			<b>\$10,100.00</b>	

  
11/25/2019





**M. SET AGENDA FOR NEXT MEETING: JANUARY 6, 2020**

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

*Administrative Business:*

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

**BOARD WORKSHOP AGENDA: DECEMBER 16, 2019**

1. Planning Workshop for Future Economic Development in the Town of Emmitsburg