



Town of Emmitsburg

Mayor Donald N. Briggs

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

Town Manager
Cathy Willets

Town Clerk
Madeline Shaw

VIRTUAL TOWN MEETING AGENDA PACKET MONDAY, JUNE 7, 2021 – 7:30 P.M.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. FUTURE MEETINGS

Town Council Meeting: Monday, June 21, 2021 at 7:30 p.m. (via channel 99 & Zoom)

Town Council Meeting: Monday, July 12, 2021 at 7:30 p.m. (via channel 99 & Zoom)

4. MEETING ITEMS

- A. APPROVE MINUTES: MAY 3, 2021 & MAY 17, 2021
- B. POLICE REPORT
- C. TOWN MANAGER'S REPORT
- D. TOWN PLANNER'S REPORT
- E. COMMISSIONER COMMENTS
- F. MAYOR'S COMMENTS
- G. PUBLIC COMMENTS
- H. ADMINISTRATIVE BUSINESS (DETAILS ATTACHED)
 - (A). Proclamation honoring Richard Boyd, manager of Jubilee Foods, for his service to the community.
 - (B). Approval of free pool day on Community Heritage day 2021 for consideration.
 - (C). Approval of face-masks to not be worn inside the bathhouse at the community pool for the 2021 pool season for consideration.
 - (D). Discussion related to opening the town office for town meetings.
- I. CONSENT AGENDA: 6 APPOINTMENTS
- J. TREASURER'S REPORT
- K. PLANNING COMMISSION REPORT
- L. AGENDA ITEMS (DETAILS ATTACHED)
 - (1). Review and approval of the fiscal year (FY) 2022 town budget for consideration.
 - ~~(2). Award ADA sidewalk curb ramp project contract for consideration. POSTPONED~~
 - (3). Approval of the Irishtown Road Transfer Memorandum of Understanding with Frederick County and authorize the Mayor to sign the agreement on behalf of the Town for consideration.
 - (4). Approval of the Brookfield Lots 1-19 Irishtown Road project's right-of-way, temporary grading easement, and public works agreements, and authorize the Mayor to sign the agreements on behalf of the Town for consideration.
 - (5). Approval of bid to construct two small pavilions in E. Eugene Myers Community near the band stand for consideration.
 - (6). Approval of Resolution 2021-03R Authorizing Mayor Briggs and the Town Manager to File an Application for Federal Assistance with the USDA Rural Development for consideration.
- M. SET AGENDA FOR NEXT MEETING: JUNE 21, 2021 & JULY 12, 2021

5. SIGN APPROVED TEXT AMENDMENTS AND/OR RESOLUTIONS

6. ADJOURN

300A South Seton Avenue • Emmitsburg, Maryland 21727

Phone 301.600.6300 • Fax 301.600.6313 • info@emmitsburgmd.gov • www.emmitsburgmd.gov

ZOOM MEETING ACCESS INFORMATION:

Topic: Town Meeting: June 7, 2021
Time: Jun 7, 2021 07:30 PM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/81202644119>

Meeting ID: 812 0264 4119
Passcode: 21727
One tap mobile
+13017158592,,81202644119#,,,,*21727# US (Washington DC)
+16465588656,,81202644119#,,,,*21727# US (New York)

Dial by your location
+1 301 715 8592 US (Washington DC)
+1 646 558 8656 US (New York)
+1 312 626 6799 US (Chicago)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)

Meeting ID: 812 0264 4119
Passcode: 21727
Find your local number: <https://us02web.zoom.us/j/81202644119>

The town meeting will begin at 7:25 p.m. If you would like to speak during public comment or an agenda item, you must sign-up to speak BEFORE 7:25 p.m. Sign-up to speak by emailing your name, address and topic you'd like to speak on to mshaw@emmitsburgmd.gov or calling (301) 600-6300.

You can also watch the town meeting live on cable channel 99. A recording will be posted to YouTube after (@Town of Emmitsburg).

A. APPROVE MINUTES: MAY 3, 2021 & MAY 17, 2021

**MEETING MINUTES
MAY 3, 2021
VIRTUAL TOWN MEETING
EMMITSBURG TOWN OFFICE**

Present: *Elected Officials* - Mayor Donald Briggs; Commissioners: Timothy O'Donnell, President; Clifford Sweeney, Vice President; T.J. Burns, Treasurer, Joseph Ritz III; and Frank Davis. *Staff Present* - Madeline Shaw, Town Clerk; Zachary Gulden, Town Planner; Amy Naill, Code Enforcement Officer; and Cole Tabler, Town Accountant. *Others Present* – Deputy Ben Whitehouse; and Leslie Powell, Town Attorney.

I. Call to Order

Commissioners O'Donnell, Sweeney, Burns, Ritz III, and Davis joined the meeting via the Zoom teleconferencing platform. A quorum being present, Commissioner Timothy O'Donnell, President of the Board of Commissioners, called the May 3, 2021 town meeting to order at 7:41 p.m. The meeting was delayed due to internet problems. Pledge of Allegiance was recited. Upcoming meetings were announced.

Approval of Minutes

Motion: Commissioner Burns motioned to accept the April 5, 2021 town meeting minutes as modified; second by Commissioner Ritz III. Yeas – 5; Nays – 0. The president declared the motion passed.

Motion: Commissioner Burns motioned to accept the April 19, 2021 town meeting minutes as modified; second by Commissioner Ritz III. Yeas – 5; Nays – 0. The president declared the motion passed.

Police Report:

Deputy Ben Whitehouse presented the police report from April 2021 (exhibit attached).

Town Managers Report:

Zachary Gulden, Town Planner, presented the Town Manager's Report from March 2021, in lieu of Cathy Willets, Town Managers, absence (exhibit in agenda packet).

Town Planners Report:

Zachary Gulden, Town Planner, presented the Planner's Report from March 2021 (exhibit in agenda packet).

Commissioner Comments:

- Commissioner Ritz III: He stated Emmitsburg has great businesses, such as the Carriage House, and hopes Stavros will open again soon under new management.
- Commissioner Sweeney: No comments.
- Commissioner Burns: He encouraged the public to learn about new development occurring in Town.
- Commissioner Davis: He encouraged the public to provide feedback on Town projects and events. He thanked Richard Boyd, manager with Jubilee foods, for his service to the community.
- Commissioner O'Donnell: He encouraged the public to voice their opinions to elected officials during the town meetings. He wished everyone a happy mother's day.

Mayor's Comments:

Mayor Briggs attended numerous meetings in April 2021 (meetings listed in agenda packet). Mayor Briggs attended a Green Team meeting, Sustainable Maryland Smart Communities webinar on electric

vehicles, and made a presentation to the 4th graders at Mother Seton School for the Town to be certified as a MML Banner Town among other meetings. The Town achieved the 2020 Tree City USA award and 2020 PLANT Green award.

Public Comments:

Sabrina Paxton-Daily – Ms. Paxton Daily would like to speak on the agenda item regarding the park fee in-lieu of, which has been postponed. She will speak at the next meeting instead.

Administrative Business:

None.

Consent Agenda:

None.

Treasurer's Report:

Commissioner Burns presented the Treasurer's Report for April 2021 (exhibit in agenda packet). The operating balance forward is \$5,549,606. The reimbursement for the water bill overpayment was a typo by the resident.

Planning Commission Report:

Commissioner Ritz III reported the last meeting was April 26, 2021 where the Irishtown Road corrected improvement plat was conditionally approved in relation to the Brookfield development. There was one Brookfield resident that was concerned about the brightness of the LED lights proposed for the project.

II. Agenda Items

Agenda #1 - Approval of developer to pay a fee in-lieu instead of constructing parkland for Emmit Ridge 2 for consideration: Agenda item postponed. Mayor Briggs and town staff have requested to postpone this item until further notice to allow for further discussions with the developer and Home Owner Associations.

Agenda #2 - Initial presentation of the fiscal year 2022 budget: Mayor Briggs explained each of the Board members should have received a copy of the proposed fiscal year (FY) 2022 budget today. Overall the FY2022 revenue will be approximately \$10,000 higher than FY2021. A brief synopsis of expected revenue and expenses was given. A full presentation of the FY2022 budget will be made at the May 17, 2021 town meeting. Mr. Tabler requested any questions regarding the budget be directed to the staff prior to the May 17, 2021 meeting to allow staff adequate time to gather necessary information. The budget must be passed by June 30, 2021.

Agenda #3 - Approval of the Rutter's public works agreement and authorize Mayor to sign the agreement on behalf of Town for consideration: Mr. Gulden presented the item and explained the agreement outlines the developers, M&G Realty Inc. and SPT Land LLC., responsibilities before the Town will accept management of the pump station and associated sewer infrastructure. The agreement has been reviewed by the town attorney and both developer's attorneys. *Steve Trout, SPT Land Group* – Mr. Trout requested clarification on the change order section in the agreement. *Tyler Eshelman, Associate General Counsel for the Rutter's Companies* – Mr. Eshelman clarified M&G Realty Inc. is the company taking action when the name Rutters is mentioned in the town meeting. *Tim Bieber, Engineer with M&G Realty, Inc.* – Mr. Bieber requested Ms. Powell clarify the change order section and escrow account section. Ms. Powell explained the process of a change order and escrow account for the project. Mr. Bieber stated his consent with the change order language and escrow language. Ms. Powell recommended changing the language of section 5a from saying the Town will withdraw the

escrow funds to stating the developers will withdraw the gross amounts from the periodic payment estimates from the escrow account to pay the contractor and notify the Town of the transaction. Mayor Briggs stated his support for the change. *Motion:* Commissioner Ritz III motioned to approve the public works agreement with M&G realty Inc. and SPT Land LLC that the Mayor have the authority to execute the public works agreement on behalf of the Town, subject to the inclusion of all the exhibits referred to in the agreement, and in the event the developers requests a modification to paragraph 5a with respect to the sentence about the developer withdrawing the gross amount instead of the Town, the Town would approve the minor modification without the need to bring it back to the Board; second by Commissioner Sweeney. Yeas – 5; Nays – 0. The motion passed.

Agenda #4 - Approval of bid for 3-year (FY2022 to FY2024) trash collection services contract for consideration: Ms. Shaw presented the agenda item. The Town’s current trash collection contract will be expiring on June 30, 2021 and a new contract is needed for the Town to continue to provide trash collection and hauling services to residents. The request for proposal was advertised on March 11 – 12, 2021 with a due date of April 8, 2021. Only one bid was received from Republic Services, LLC. Per the town attorney, the Town can accept the one bid if it looks reasonable and all the necessary advertising steps were taken. Town staff recommends the approval of Republic Services, LLC in the amount of \$5.74 per residential unit per month, \$145 per dumpster collection, and \$0.55 per residential unit per pick-up for bulk trash pick-up. *Motion:* Commissioner Burns motioned to approve the bid as presented; second by Commissioner Davis. Yeas – 5; Nays – 0. The motion passed.

Agenda #5 - Approval of Ordinance 21-07, town election updates, for consideration: Ms. Shaw presented the agenda item. The ordinance was pursued to update the Town Code to reflect state election guidelines and current operating procedures. A summary of edits was given to include requiring election judges to be approved 30 days’ sooner, listing election candidates in alphabetical order instead of in order of filing, and providing clearer guidelines on absentee ballot processing. Commissioner Ritz III requested candidates continued to be listed by order of filing. The Board briefly discussed voter identification requirements and if the Town should pursue this as an update in the future. *Motion:* Commissioner Sweeney motioned to accept ordinance 21-07 as presented; second by Commissioner Burns. Yeas – 4; Nays – 1 (Ritz III). The motion passed.

Agenda #6 - Forward Ordinance 21-05, update to Title 16 – Subdivisions, to the Planning Commission for recommendation and set public hearing and final vote for June 21, 2021 for consideration: Mr. Gulden presented the agenda item and summarized the changes to Title 16 to include assigning a 3-year expiration to improvement plats and referencing sidewalk changes to chapter 12.08. The town attorney has reviewed the ordinance. The Board is voting to forward the proposed ordinance to the Planning Commission for review before the ordinance will come back to the Board for a public hearing and final review at the June 21, 2021 town meeting. *Motion:* Commissioner Sweeney motioned to forward ordinance 21-05 to the Planning Commission for review and recommendation and set the public hearing for June 21, 2021; second by Commissioner Ritz III. Yeas – 5; Nays – 0. The motion passed.

Agenda #7 - Forward Ordinance 21-06, update to Title 17 – Zoning, to the Planning Commission for recommendation and set public hearing and final vote for June 7, 2021 for consideration: Mr. Gulden presented the agenda item and reviewed the changes to include an update to the hotel and motel definitions to protect the town and ensure a multi-family dwelling would not be approved in the general commercial district. The town attorney has reviewed the ordinance. The Board is voting to forward the proposed ordinance to the Planning Commission for review before the ordinance will come back to the Board for final review and approval at the June 21, 2021 town meeting. *Motion:* Commissioner Ritz III motioned to forward ordinance 21-06 to the Planning Commission for review and recommendation and

set the public hearing for June 21, 2021; second by Commissioner Sweeney. Yeas – 5; Nays – 0. The motion passed.

Set Agenda Items for May 17, 2021 Virtual Town Meeting

1. Presentation and review of fiscal year (FY) 2022 town budget for consideration.

Consent Agenda:

- Approval of multi-user trail workday.

Set Agenda Items for June 7, 2021 Virtual Town Meeting

1. Review and approval of the fiscal year (FY) 2022 town budget for consideration.
2. Award ADA sidewalk curb ramp project contract for consideration.
3. Approval of the Irishtown Road Transfer Memorandum of Understanding with Frederick County and authorize the Mayor to sign the agreement on behalf of the Town for consideration.
4. Approval of the Brookfield Lots 1-19 Irishtown Road project's right-of-way, temporary grading easement, and public works agreements, and authorize the Mayor to sign the agreements on behalf of the Town for consideration.
5. Approval of bid to construct two small pavilions in E. Eugene Myers Community near the band stand for consideration.

Consent Agenda:

- Re-appointment of Wendy Walsh, Wayne Slaughter, Tricia Sheppard, Will Sheppard and Conrad Weaver to the Citizen's Advisory Committee.
- Appointment of Kevin Hagan as an alternate to the Planning Commission.

Motion: Commissioner Ritz III motioned to approve the May 17, 2021 town meeting agenda; second by Commissioner Burns. Yeas – 5; Nays – 0. The motion passed. *Motion:* Commissioner Burns motioned to approve the June 7, 2021 town meeting agenda; second by Commissioner Sweeney. Yeas – 5; Nays – 0. The motion passed. Town staff is also requesting a meeting on June 21, 2021; the agenda will be set at a future town meeting.

III. Sign Approved Text Amendments and/or Resolutions

IV. Adjournment

With no further business, Commissioner Burns motioned to adjourn the May 3, 2021 town meeting; second by Commissioner Ritz III. Yeas – 5; Nays – 0. The meeting adjourned at 9:42 p.m.

Respectfully submitted,

Madeline Shaw, Town Clerk
Minutes Approved On:

**MEETING MINUTES
MAY 17, 2021
VIRTUAL TOWN MEETING
EMMITSBURG TOWN OFFICE**

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

II. Call to Order

Commissioners O'Donnell, Burns, Ritz III, and Davis joined the meeting via the Zoom teleconferencing platform. A quorum being present, Commissioner Timothy O'Donnell, President of the Board of Commissioners, called the May 17, 2021 town meeting to order at 7:30 p.m. Pledge of Allegiance was recited. Upcoming meetings were announced.

Public Comments:

None.

Consent Agenda:

Commissioner O'Donnell requested a trail workday on Sunday, May 23, 2021 from 9am to 1pm. Commissioner Sweeney requested a motion. *Motion:* Commissioner O'Donnell motioned to approve the multi-user trail work day for Sunday, May 23, 2021; second by Commissioner Burns. Yeas – 5; Nays – 0. The motion passed.

II. Agenda Items

Agenda #1- Presentation and review of the fiscal year (FY) 2022 town budget for consideration: Ms. Willets and Mr. Tabler presented the agenda item. Despite there being a slight increase in revenue, the Town is still behind in revenue due to the impact of the COVID-19 virus and a reduced County tax equity. A summary of revenue and expenses was given for the general fund, water fund and sewer fund. Town staff reviewed each line item of the FY2022 budget and presented a PowerPoint highlighting the breakdown of various line items. A list of future infrastructure projects with projected cost and proposed funding was also given. Due to the Frederick County Sheriff's Contract being higher than anticipated, the budget approval will need to be delayed and brought back to the Board at the June 7, 2021 town meeting once the budget can be modified to include the contract numbers.

Set Agenda Items for June 7, 2021 Virtual Town Meeting

6. Review and approval of the fiscal year (FY) 2022 town budget for consideration.
7. Award ADA sidewalk curb ramp project contract for consideration.
8. Approval of the Irishtown Road Transfer Memorandum of Understanding with Frederick County and authorize the Mayor to sign the agreement on behalf of the Town for consideration.
9. Approval of the Brookfield Lots 1-19 Irishtown Road project's right-of-way, temporary grading easement, and public works agreements, and authorize the Mayor to sign the agreements on behalf of the Town for consideration.
10. Approval of bid to construct two small pavilions in E. Eugene Myers Community near the band stand for consideration.
11. Approval of Resolution 2021-03R Authorizing Mayor Briggs and the Town Manager to File an Application for Federal Assistance with the USDA Rural Development for consideration.

Administrative Business:

- A. Proclamation honoring Richard Boyd, manager of Jubilee Foods, for his service to the community.

- B. Approval of free pool day on Community Heritage Day 2021 for consideration.
- C. Approval of face-masks to not be worn inside the bathhouse at the community pool for the 2021 pool season for consideration.
- D. Discussion related to opening the town office for town meetings.

Consent Agenda:

- Re-appointment of Wendy Walsh, Wayne Slaughter, Tricia Sheppard, Will Sheppard and Conrad Weaver to the Citizen's Advisory Committee.
- Appointment of Kevin Hagan as an alternate to the Planning Commission.

Motion: Commissioner Sweeney motioned to approve the June 7, 2021 agenda as modified; second by Commissioner Burns. Yeas – 5; Nays – 0. The motion passed.

Set Agenda Items for June 21, 2021 Virtual Town Meeting

1. Impact fee and park & rec fee in-lieu study presentation.
2. Public hearing and approval of Ordinance 21-05 for consideration.
3. Public hearing and approval of Ordinance 21-06 for consideration.
4. Approval of Policy P21-02 – Park, Recreation, and Open Space Fee In-Lieu for consideration.
5. Approval of Ordinance 21-08, update to Chapter 3.08 – Impact Fees, for consideration.
6. Approval of Resolution 21-02R, Community Legacy façade improvement grant submittal authorization, for consideration.

Administrative Business:

- A. Approval of the FY 2022 Frederick County Sheriff's Office contract for consideration.
- B. Discussion of the Status of the North Gate Park.

Motion: Commissioner Ritz III motioned to approve the June 21, 2021 town meeting agenda as presented; second by Commissioner Sweeney. Yeas – 5; Nays – 0. The president declared the motion passed.

III. Sign Approved Text Amendments and/or Resolutions

IV. Adjournment

With no further business, Commissioner Ritz III motioned to adjourn the May 17, 2021 town meeting; second by Commissioner Sweeney. Yeas – 5; Nays - 0. The meeting adjourned at 9:33 p.m.

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
April 2021
Prepared by Cathy Willets**

Streets:

- Staff replaced and repaired some street signs around town.
- Staff conducted monthly street sweeping.
- Staff repaired and replaced some street lights.
- Staff conducted monthly storm drain inlet cleaning.
- Contractor blacktopped water leak patch by 9377 Waynesboro Pk. & Creekside Dr.
- Staff installed three wayside exhibit signs around Town.

Parks:

- Staff conducted daily park checks – trash cans, cameras, dog waste stations, restrooms.
- Staff conducted monthly park maintenance – playground equipment, roads, fences, pavilions, etc.
- Staff sanitizing playground equipment twice a week. Will begin sanitizing bathrooms at same time.
- Staff mowed, trimmed and weed killed in parks.
- Contractor installed new camera system in Memorial park.
- Staff painted floors in men’s and women’s restrooms at pool bathhouse.
- Contractor power washed tennis and basketball courts (resurfacing scheduled for Week of June 1st).
- Contractor installed sun shades at Community Park playground.
- Staff dug grass off of ballfield #4 in Memorial park.
- Staff dug out north side of the dog park and installed a swale for water to drain.
- Staff replaced two dog waste stations.
- Staff picked up leaves around ballfield fences in Memorial park.
- Contractor completed renovation of Community Park bandstand.

Water:

- Rainbow Lake is at the spillway level (16.6 feet).
- The roughing filters are being backwashed two times a day and the DE filters are being done once every other week.
- Well levels (optimum level was determined to be May 2011). Wells #1 & 2 have low usage this month as the demand remains low.

	<u>May 2011</u>	<u>April</u>	<u>Change</u>
○ Well #1:	35’	31’	+4’
○ Well #2:	8’	8’	0
○ Well #3:	12’	OFF	N/A
○ Well #4:	108’	118’	-10’
○ Well #5:	10’	OFF	N/A

- Water production and consumption. We produced an average of 217,887 GPD. We consumed an average of 203,558 GPD. The difference is "Backwash Water" ... (10.8%).
 - 17.2% of this water came from wells.
 - 5.8% of this water came from Mt. St. Mary's.
 - 77.0% of this water came from Rainbow Lake.

We purchased 429,870 gallons of water from MSM this month.

Wastewater:

- We treated an average of 549,000 gpd (consumed 203,558 GPD) which means that 62.9% of the wastewater treated this month was "wild water".
- We had no spills of untreated sewage in the month of April. We did exceed the plant's design capacity one time in the month of April.
 - 04/11 1,403,000 gpd
- We received about 2.2" of precipitation this month (the average is 3.91"). We have a precipitation **SURPLUS of 1.52"** over the last six months. The average precipitation for the period from November 1 through April 30 is 20.78". We have received 22.3" for that period.

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

Meetings Attended:

- 04/01 Met with staff and contractor re: water clarifier. Walked proposed site.
- 04/05 Attended town meeting.
- 04/07 Attended FY22 budget review meeting
- 04/08 Met with Mayor re: FY22 budget
- 04/12 Met with staff to open trash collection bids
- 04/14 Meeting with Sgt. Linehan to discuss operations and possible equipment purchases
- 04/14 Met with accounting staff to discuss operations and workload
- 04/15 Attended zoom conference call with staff, town attorney, engineer and EEIP 2 representatives
- 04/15 Watched County Executive's presentation of upcoming FY22 budget
- 04/19 Attended town meeting
- 04/22 Attended virtual cybersecurity workshop sponsored by MML
- 04/28 Attended budget presentation meeting with staff
- 04/28 Attended MML webinar American Rescue Plan Best Practices Part 1.

Noteworthy:

- Staff pumps holding tank every 10 days at 8533 Hampton Valley Rd.
- Staff worked the yard waste dumpster twice in March.
- WWTP Plant ran pretty good this month. All parameters were met.
- Staff conducted monthly equipment and fire extinguisher maintenance.
- Staff repaired and installed fire hydrant in front of Dunkin Donuts.
- Contractor repaired wall on east side of salt shed at the WWTP.
- Staff repaired some parking blocks by the charging stations in the Town Office parking lot.
- Contractor installed heating system in the 142 South School Lane garage.
- Contractor working on location of clarifier. Meetings every Monday to discuss project.
- Valve house roof has been replaced and solar panels installed.
- LG Sonic upgrade completed. Will be installed shortly.

PARKING ENFORCEMENT REPORT
April 2021

Overtime Parking	71
Restricted Parking Zone	
Street Sweeping	
Parked in Crosswalk	
Parked on Sidewalk/Curb	
Parked by Fire Hydrant	
Parked Blocking Street	
Failure to Park between Lines	
Left Side Parking	1
48 Consecutive Hours	
Meter Money	\$ 907.11
Parking Permits	\$ 230.00
Meter Bag Rental	
Parking Ticket Money	\$ 450.00
Total:	\$ 1,587.11

D. TOWN PLANNER'S REPORT

**Town Planner's Report
April 2021
Prepared by Zachary R. Gulden, MPA**

1. Board of Commissioners (BOC)

- Attended the 4/5 virtual BOC meeting and processed pre/post meeting materials.
- Attended the 4/19 BOC meeting and processed pre/post meeting materials.

2. Grants

- Community Legacy grant management:
 - FY20 façade & restoration.
 - FY21 façade & restoration.
- Chesapeake Bay Trust grant management:
 - North Seton Avenue green street conceptual plan.
 - Completed & submitted grant final report.
 - Rain barrel program.
 - Silo Hill SWM basin retrofit design & permitting.
- Community Development Block Grant management:
 - Completed the “statutory and other requirements checklist”.
 - Completed the “request release of funds & certification”.
 - Prepared RFP documents.
 - Prepared advertisement & associated docs.
 - Prepared environmental report & associated docs.
 - Researched and prepared MBE/DBE/SBE/WBE letters & associated docs.
 - Prepared 95 business/resident letters of those properties adjacent to curb replacement.
 - Prepared grant press release.

3. Municipal Separate Storm Sewer System (MS4)

- Silo Hill SWM basin retrofit & tree planting project management.
- Attended a conference call on 4/22 with the University of Maryland's Environmental Finance Center regarding funding the Town's MS4 program.
- Started preparing storm water utility feasibility study RFP.

4. Permits & Zoning

- Processed 17x zoning permit applications:
 - 5x fence.
 - 1x roof replacement.
 - 3x new single-family dwellings (2x Brookfield & 1x Southgate).
 - 1x shed.
 - 3x new businesses (combined applications - 3x change of use & 5x signs).
“Wookiee Walkers”, “Mason Dixon Mixin” & “Tuscany's Pizzeria”.
 - 1x change of use - Emmitsburg Community Baptist Church expansion into another unit.
 - 1x confirm a use.
 - 1x permit renewal (new single family dwelling @ 55 Second Avenue)
 - 1x sign – Rutter's.
- Processed 29x backflow preventer permits.
- Processed 7x street cut permits.

- Processed 8x street closure permits.
- Updated the cross-connection & zoning permit applications.
- Mailed 3x high hazard backflow renewal reminder letters.
- Responded to incident reports.

5. Planning Commission (PC)

- Rutter's, Irishtown Road Improvements, Federal Stone, & Emmitsburg East Industrial Park II project management.
- Answered questions from potential developers of Emmit Ridge 2, Frailey Farm, & McNair property.
- Reviewed and created a staff memo for the Corrected Irishtown Road Improvement Plat.
- Answered questions from potential developers of 502 East Main Street.
- Attended a conference call on 4/1 regarding Frailey Farm.
- Attended a meeting on 4/14 with Federal Stone regarding development & permitting procedures.
- Attended a conference call on 4/15 regarding Emmitsburg Industrial Park II.
- Attended a conference call on 4/21 with the State Planning Department on proposed comprehensive plan amendment.
- Attended the 4/26 virtual PC meeting and process pre/post meeting materials.
- Attended a conference call on 4/27 with Town Mayor & property owner regarding Frailey Farm.
- Attended a conference call on 4/29 regarding Irishtown Road Improvement Plat.

6. Miscellaneous

- Forestry stand 6 & 10 project management.
 - Created the forestry stand 10 logging RFP.
- Created new address assignment notification letters for:
 - 319 Mountaineers Way
 - 323 Mountaineers Way
 - 325 Mountaineers Way
 - 337 Mountaineers Way
 - 338 Mountaineers Way
 - 339 Mountaineers Way
 - 341 Mountaineers Way
- Attended a budget meeting on 4/7.
- Reviewed street tree landscaping bids and recommended approval of contractor.
- Assisted contractor with data for the impact & park & rec fee in-lieu study.
- Attended a virtual Green Team meeting on 4/21.

E. COMMISSIONER COMMENTS

F. MAYOR'S COMMENTS

- April 16 (Fri.), 10:30am - noon College of Liberal Advisory Board meeting.
- April 30 (Fri.), 9am - 11am Town Manager Willets, Town Planner Gulden, Town Attorney Leslie Powell and engineer. Brookfield developer Demiitt Re: Irishtown Road. Developer leaves meeting / second part Emmitt Ridge.
- May 3 (Mon.), meeting with Town Accountant Tabler, Town Manager Willets re: FY2022 Budget.
- May 3 (Mon.), 10am conference call with Christine McPherson, Town Manager Willets, Town Clerk Shaw RE: Main Street Affiliate application.
- May 3 (Mon.), 7:30 pm, regularly scheduled town meeting (virtual).
- May 4 (Tues.), 10 am, ADA Ramp Block Grant bid opening with Planner Gulden.
- May 5 (Wed.), Sustainable Maryland “Great Public Art” webinar
- May 11 (Tues.), 9:45 am, conference call with Christine McPherson and Clerk Shaw RE: Main Street Affiliate Area in Town.
- May 11 (Tues.), 1-2 pm. Sustainable Maryland Executive Board meeting.
- May 12 (Wed.), Sustainable Maryland “Pesticides” webinar.
- May 13 (Thurs.), County Executive Gardner teleconference with Mayors and Burgesses.
- May 13 (Thurs.), Planner Gulden, Town Attorney Powell, Town Manager Willets, D.H. Horton Meeting on zoom.
- May 15 (Sat.), 10 am Waldron Stadium Mount St Mary’s Commencement graduation.
- May 17 (Mon.), 7:30 pm, FY2022 budget Town meeting (virtual).
- May 19 (Wed.), open bids for ADA sidewalks grant work. One bid. Delivered to town engineer in Frederick, tour of Frederick.
- May 25 (Tues.), Planner Gulden, Manager Willets, and impact fee study consultants.
- June 3 (Thurs.), 10am Catoctin HS 2021 Senior graduation.
- June 5 (Sat.), 6 pm Boy Scouts of America Troop 727, Eagle Scout Award.
- June 6 (Sun.), Mother Seton 2021 8th grade graduation.
- June 7 (Mon.), 7:30 pm, regularly monthly scheduled Town meeting

G. PUBLIC COMMENTS

H. ADMINISTRATIVE BUSINESS

- (a) **Proclamation honoring Richard Boyd, manager of Jubilee Foods, for his service to the community:** Presentation at meeting by Commissioner Ritz III.



PROCLAMATION

HONORING RICHARD DAVID BOYD FOR HIS SERVICE TO THE COMMUNITY OVER THE PAST 35-YEARS

WHEREAS, Jubilee Foods (formerly Super Thrift) has been serving the Town of Emmitsburg since opening its doors in 1976; and

WHEREAS, Richard David Boyd has been the Jubilee Foods Store Manager for the majority of that time, specifically from 1982 to 1996, and again from 2000 to 2021; and

WHEREAS, Mr. Boyd has provided steady employment opportunities for teenagers to senior citizens of the Town and surrounding communities for a total of 35 years; and

WHEREAS, Mr. Boyd worked with the Greater Emmitsburg Historical Society to select pictures of Emmitsburg's past and incorporated them into store decorations, not only to add character, but to further solidify Jubilee's rightful place in the community; and

WHEREAS, Mr. Boyd has enthusiastically sponsored youth sports teams and supported local churches, civic organizations, and various fundraisers by donating grocery, dairy, meat, and bakery items.

NOW, THEREFORE, BE IT PROCLAIMED, that the Mayor and Council of the Town of Emmitsburg, Maryland do hereby recognize the positive impact of Richard David Boyd to the Emmitsburg community, and do hereby extend our utmost gratitude and heartfelt appreciation for the friendly customer service he has provided to our Town for 35 years, and do hereby offer our sincerest congratulations to Mr. Boyd upon his well-deserved retirement.

ADOPTED this 7th day of June, 2021.

Donald N. Briggs
Mayor

Timothy J. O'Donnell, President
Board of Commissioners

(b) Approval of free pool day on Community Heritage day 2021 for consideration:
Presentation at town meeting.

(c) Approval of face-masks to not be worn inside the bathhouse at the community pool for the 2021 pool season for consideration: Presentation at town meeting.

(d) Discussion related to opening the town office for town meetings: Presentation and discussion at town meeting.

I. CONSENT AGENDA

I. Citizen’s Advisory Committee (2-year Term)

Re-appointment of:

- Wendy Walsh for the term of February 2, 2020 to February 2, 2022.
- Wayne Slaughter for the term of October 15, 2020 to October 15, 2022.
- Tricia Sheppard, Will Sheppard and Conrad Weaver for the term of July 15, 2021 to July 15, 2023.

II. Planning Commission (5-Year Term)

Appointment of Kevin Hagan as an alternate to the Planning Commission for a term of June 7, 2021 to June 7, 2026.

J. TREASURER REPORT

**Town of Emmitsburg
CASH ACTIVITY as of May 31, 2021**

\$5,536,688	Cash Balance May 1, 2021
515,074	Deposits
<u>-310,863</u>	Withdrawals
\$5,740,899	Operating Balance Forward

Top 10 Check Amounts:

<u>Amount</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Date</u>	<u>Check No.</u>
\$22,270	MI Tech	Renovation Pavilion Bandstand	05.12.21	42285
\$19,985	RK&K	Water Clarifier Project	05.19.21	42305
\$19,392	MD Dept of Budget & Mgmt	Apr 21 Health Insurance	05.05.21	42250
\$19,106	MD Dept of Budget & Mgmt	May 21 Health Insurance	05.26.21	42328
\$10,555	RSV Pools	May 21 Pool Mgmt	05.12.21	42295
\$10,555	RSV Pools	Jun 21 Pool Mgmt	05.12.21	42295
\$8,621	Powell LLC	Professional Services	05.05.21	42259
\$6,661	Republic Services	May 21 Refuse Services	05.12.21	42292
\$5,715	Frederick County DUSWN	Apr 21 Tipping Fees	05.12.21	42278
\$4,466	Chesapeake Employers Insurance	2020 Workman's Compensation Audit	05.12.21	42271

Check dates 04.30.21 to 05.31.21

K. PLANNING COMMISSION REPORT: Presentation at the meeting.

L. AGENDA ITEMS:

AGENDA ITEM# 1. Review and approval of the fiscal year (FY) 2022 town budget for consideration: Presentation at meeting by

ORDINANCE SERIES: 2021
ORDINANCE NO. 21 – 10

Page 1 of 1

AN ORDINANCE TO ADOPT
THE BUDGET
FOR THE TOWN OF EMMITSBURG
FOR THE FISCAL YEAR
JULY 1, 2021 THROUGH JUNE 30, 2022

draft

BE IT 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 by Article V in the Charter of the Town of Emmitsburg, that the “Budget” attached hereto and incorporated by reference herein, be and hereby is, adopted by and for the Town of Emmitsburg for the fiscal year 2021 – 2022.

BE IT FURTHER 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 _____, 2021.

by a vote of _____ for, _____ against, _____ absent, and _____ abstain.

ATTEST:

EMMITSBURG BOARD OF COMMISSIONERS:

Madeline K. Shaw, Town Clerk

Timothy J. O’Donnell, President

MAYOR

_____ APPROVED _____ VETOED

this _____ day of _____, 2021.

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# 2. Award ADA sidewalk curb ramp project contract for consideration.

AGENDA ITEM POSTPONED

AGENDA ITEM# 3. Approval of the Irishtown Road Transfer Memorandum of Understanding with Frederick County and authorize the Mayor to sign the agreement on behalf of the Town for consideration:
Presentation at meeting by town staff.

Draft

MEMORANDUM OF UNDERSTANDING
Irishtown Road – Road Transfer

This Memorandum of Understanding (“MOU”) is made as of this ___ day of _____, 2021, by and between Frederick County, Maryland, a body corporate and politic of the State of Maryland (hereafter referred to as the “County”) and the Town of Emmitsburg, a municipal corporation of the State of Maryland (hereafter referred to as the “Town”).

WHEREAS, on or about October 30, 1989, the County and the Town entered an agreement through which the County agreed to transfer Irishtown Road as it existed within the Town corporate limits commencing at Seton Avenue (MD 806) west to the Charles Kline Property; and

WHEREAS, the County agreed to continue its upkeep of the road including plowing, maintenance and repairs until such time as the portion of Irishtown road was improved to Town standards;

WHEREAS, the development of the property known as Brookfield requires improvements to be made to Irishtown Road, including that portion currently being maintained by the County;

WHEREAS, the Town intends to enter into an agreement with the owner of the property being developed (the “Developer”) to make improvements to certain portions Irishtown Road and;

WHEREAS, the Town has agreed to accept the transfer from the County by quitclaim deed of that portion of Irishtown Road beginning at North Seton Avenue to the northern edge of the Brookfield development property abutting Irishtown Road, and to assume responsibility for overseeing the construction of improvements by the Developer, and for future maintenance of this portion of Irishtown Road (“Transferred Roadway”.)

WHEREAS, for the purpose of memorializing the present understanding of the County and the Town with respect to the transfer of Irishtown Road by quitclaim deed to the Town, the construction of road improvements, and the termination of the County’s agreement to maintain, repair and plow the portion of Irishtown Road within the Town limits; it is

NOW THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing whereas clauses are incorporated herein as if set forth in full.
2. The October 30, 1989, agreement is attached hereto as Exhibit A and upon execution of this MOU shall no longer be in effect or binding upon the parties.

3. Following the execution of this Memorandum of Understanding, the County shall transfer its existing rights, if any, in the Transferred Roadway by Quitclaim Deed in the form substantially the same as that attached hereto as Exhibit B. to be executed by the County, delivered to the Town, and recorded in the Land Records of Frederick County.
4. The transfer of the Transferred Roadway from the County to the Town will be in AS-IS condition at the time of transfer.
5. To the extent that any closures or detours occur associated with future improvements to Irishtown Road which may affect both the Town and the County, the Town agrees to allow County to review Maintenance of Traffic Plans, however, the Town will have the ultimate approval authority on Maintenance of Traffic Plans for the portion of Irishtown Road transferred to it.
6. The parties agree to the following conditions pertaining to the road section describe herein.

The County intends to transfer via quitclaim deed to the Town and the Town intends to accept from the County the deed and all responsibility for the improvements to and maintenance of the portion and right of way of Irishtown Road as part of the Town's public road system beginning at the intersection of North Seton Avenue and heading northwest up to and including the northern edge of the Brookfield development property abutting Irishtown Road, as shown on Exhibit B hereto.

7. To the extent they exist, the County agrees to provide copies of plans of roads, easements, utilities, or rights-of-way, studies and inspection records for areas transferred to the Town.
8. The terms and conditions of this Memorandum of Understanding shall be binding on the parties hereto, their successors and assigns. The introductory recitals and WHEREAS clauses accurately represent the factual basis for this Memorandum of Understanding and the general intent of the parties hereto. The terms of this Memorandum of Understanding shall survive the execution and recordation of any Quit Claim Deed.

9. Notices to be provided to either party shall be sent to:

County: Frederick County
Director, Division of Public Works
355 Montevue Lane
Suite 200
Frederick, MD 21702

Town: Donald N. Briggs, Mayor
Town of Emmitsburg
300A South Seton Avenue
Emmitsburg, MD 21727

And to: James Click, Director
Department of Public Works
Town of Emmitsburg
300A South Seton Avenue
Emmitsburg, MD 21727

IN WITNESS WHEREOF, the parties have caused these presents to be executed by the proper officers duly authorized the day and year first written.

TOWN OF EMMITSBURG:

Reviewed for Technical Sufficiency:

By: _____
Cathy Willets, Town Manager

Reviewed for Legal Sufficiency:

By: _____
Leslie A. Powell, Town Counsel

Reviewed for Financial Sufficiency:

By: _____
Madeline Shaw, Town Clerk

ATTEST:

MAYOR, TOWN OF EMMITSBURG

By: _____
Cathy Willets, Town Manager

By: _____
Donald N. Briggs, Mayor

FREDERICK COUNTY:

WITNESS/ATTEST:

FREDERICK COUNTY, MARYLAND,
a body corporate and politic of the State of
Maryland

By: _____
Jan H. Gardner, County Executive

EXHIBIT A

AGREEMENT

TRANSFER OF IRISHTOWN ROAD FROM THE
BOARD OF COUNTY COMMISSIONERS OF FREDERICK COUNTY
TO THE TOWN OF EMMITSBURG

IT IS HEREBY AGREED this 30th day of October, 1989, by and between the Board of County Commissioners of Frederick County, Maryland (hereinafter referred to as "County") and the Town of Emmitsburg (hereinafter referred to as "Town"), as follows:

WHEREAS, the County has maintained Irishtown Road within the corporate limits from Seton Avenue (MD 806) west to the Charles Kline property, and

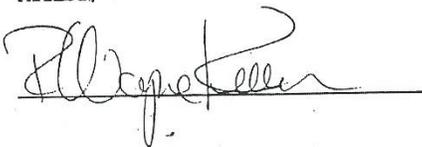
WHEREAS, the Town of Emmitsburg has requested by letter of June 4, 1987 that said roadway be relinquished to the Town.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that governmental jurisdiction of the portion of the road described above is hereby transferred from the County to the Town.

IT IS ALSO AGREED that the County will continue its snow removal, upkeep, maintenance and repair of said portion of Irishtown Road until such time as the road has been improved to Town standards (i.e., grading, drainage and paving).

WITNESS the signatures of the parties hereto the day and year first above written.

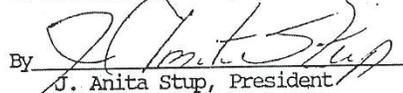
ATTEST:



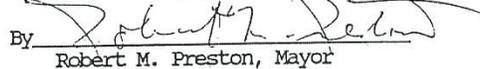
ATTEST:

Karyn L. Myers
Karyn L. Myers, Town Clerk

BOARD OF COUNTY COMMISSIONERS
OF FREDERICK COUNTY, MARYLAND

By 
J. Anita Stup, President

THE TOWN OF EMMITSBURG

By 
Robert M. Preston, Mayor

WC 10/24/89

EXHIBIT B

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made this ____ day of _____, 2021, by **Frederick County, Maryland**, a body corporate and politic of the State of Maryland, (“**GRANTOR**”) and the **Town of Emmitsburg**, a municipal corporation of the State of Maryland (“**GRANTEE**”).

THIS QUIT CLAIM DEED WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **GRANTOR** does hereby grant, convey, quit claim and release unto the **GRANTEE**, its successors and assigns all right, title, and interest, if any, of the **GRANTOR** in and to those certain parcel or parcels of land situate, lying in the Eighth Election District, Frederick County, Maryland and being more particularly described as follows:

The prescriptive and dedicated rights of way for Irishtown Road, beginning at North Seton Avenue and continuing northwest up to and including that point at the northern edge of the Brookfield Development property abutting Irishtown Road on the west side as shown on **Exhibit A** hereto.

TOGETHER with all rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the herein described property, to the extent, if any, of the Grantor’s right, title and interest thereto, unto the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, as of the day and year first hereinabove set forth.

ATTEST:

FREDERICK COUNTY, MARYLAND

By: _____
Jan H. Gardner, County Executive
GRANTOR

ATTEST:

TOWN OF EMMITSBURG

By: _____
Donald N. Briggs, Mayor
GRANTEE

STATE OF MARYLAND, COUNTY OF FREDERICK TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2021 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared, Jan H. Gardner, County as the Executive of Frederick County, Maryland, a body politic and corporate of the State of Maryland, and acknowledged the foregoing Quit Claim Deed to be the act of said body politic and corporate; and at the same time, she made oath in due form of law that she is the County Executive of said body politic and corporate and is duly authorized to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal

My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2021, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared, Donald N. Briggs as the Mayor of the Town of Emmitsburg, and acknowledged the foregoing instrument to be the act of said Town of Emmitsburg.

WITNESS my hand and Notarial Seal.

My Commission Expires: _____

CERTIFICATE OF PREPARATION

I HEREBY CERTIFY that this instrument has been prepared by the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland.

Leslie A. Powell, Esq.

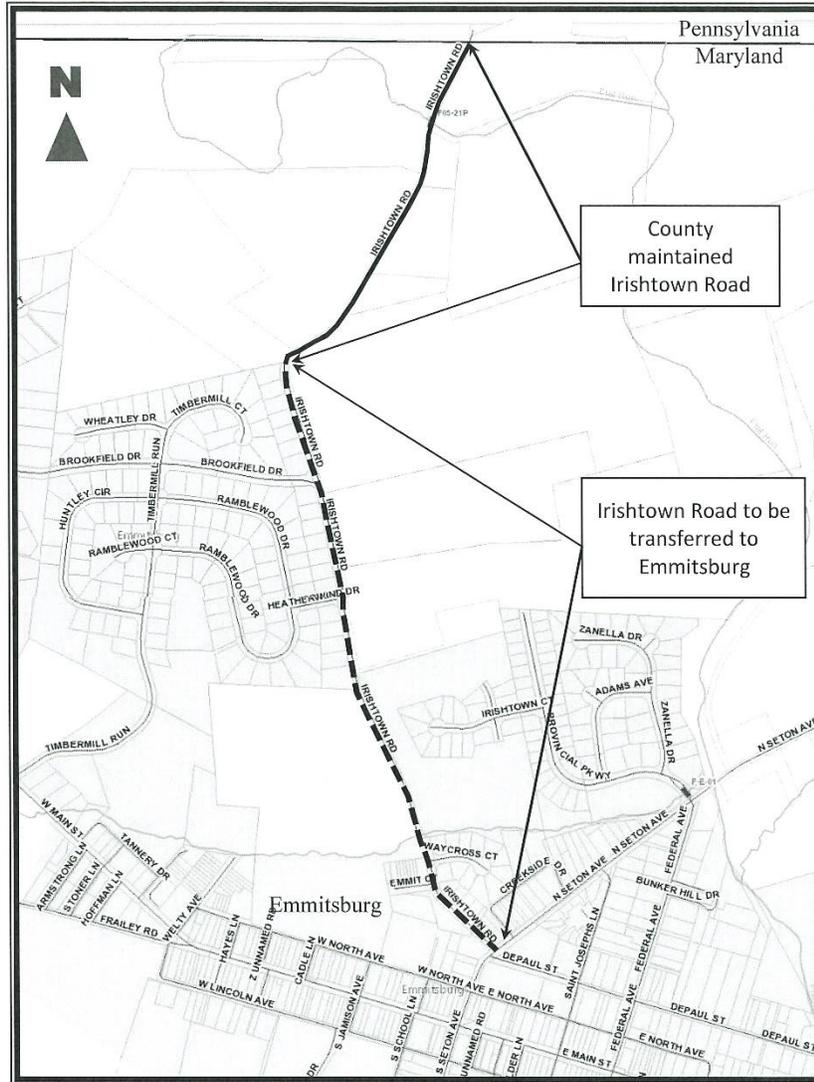


Exhibit A

Irishtown Road Transfer

Frederick County, Maryland
Division of Public Works

- County Road Segment
- - - Municipal Road Segment

AGENDA ITEM# 4. Approval of the Brookfield Lots 1-19 Irishtown Road project's right-of-way, temporary grading easement, and public works agreements, and authorize the Mayor to sign the agreements on behalf of the Town for consideration: Presentation at meeting by staff.

Note: \$10,000 to be paid to Ms. Purtell for the permanent right-of-way & temporary construction easement is being paid by the developer and not the Town.

Parcel ID No.: 05-171407
NO TITLE EXAMINATION

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this _____ day of _____, 2021, by Megan E. Purtell, ("**Grantor**") unto the **Board of Commissioners of the Town of Emmitsburg**, a municipal corporation of the State of Maryland ("**Grantee**").

RECITALS

1. **Grantor** is the owner of certain real property known as 17449 Irishtown Road, Emmitsburg, Maryland 21727 depicted in Plat Book 90, Page 32 among the Land Records of Frederick County, Maryland, and more fully described in liber 12312, folio 106 recorded in the Land Records of Frederick County, Maryland (the "Purtell Property").
2. **Grantee** intends to make certain improvements to Irishtown Road ("Road") which it will also need to operate, maintain, service and repair the Road on, over and across the western boundary of the Purtell Property.
3. **Grantor** desires to grant to **Grantee** an easement along the western boundary of the Purtell Property for the purpose of constructing, grading, maintaining paving, striping, and re-constructing the Road.

WITNESSETH

That for and in consideration of the sum of Ten Thousand Dollars (\$10,000.00), the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants, conditions herein recited, the said **Grantor** does hereby grant and convey unto the town of Emmitsburg, Maryland, **Grantee**, its successors and assigns, a permanent perpetual easement in, on, over, under and across the easement areas located in Frederick County, Maryland and described in detail in Exhibit A-1 hereto which is attached and incorporated herein by reference for the purpose of laying out, constructing, reconstructing, extending, widening, straightening, grading, improving, and maintaining as a part of the Town of Emmitsburg Road System, the Road and other appurtenant uses as further depicted in Exhibit A-2 attached hereto.

The Easement also includes a temporary grading easement containing 1,673 square feet, more or less, identified as a "Temporary Revertible Grading Easement" for the purpose to lay out, open, establish, construct, reconstruct, extend, widen, straighten, grade, improve, and maintain as a part of the Town of Emmitsburg Roads System, the Road, and other appurtenant uses, and being more particularly described and shown on the drawing entitled TEMPORARY CONSTRUCTION EASEMENT attached hereto as Exhibit A-3, and incorporated herein by reference. The termination of the Construction Easement shall be self-operating and no additional writing need be recorded by either party.

The herein described easements being in, through, over and across a portion of the real estate described and conveyed unto Megan E. Purtell, from Vincent Eugene Reaver, Jr., by Deed dated March 2, 2018, and recorded in Liber 12312, Folio 106 of the land records for Frederick County, Maryland.

And the **Grantor** does hereby covenant that it will warrant specially the property herein conveyed and that it will execute such further assurances thereof as may be requisite.

The **Grantor** and **Grantee** for themselves, their representatives, successors and assigns, hereby further covenant and agree as follows:

A. The Easement Area shall be and remain the property of the **Grantor**. Provided, however, **Grantee** and its successors and assigns shall be responsible for construction, maintenance and repair of the Road.

B. The **Grantee**, and its agents, after reasonable prior notice to **Grantor**, shall have the right of ingress and egress to and from the aforesaid easement areas, in, through, over and across the land of the **Grantor**; provided, however, that the **Grantee** shall use existing roadways and parking areas where possible and shall minimize damage to lawns, grassy areas, parking and asphalt areas and structures.

C. The **Grantee**, after prior consultation with **Grantor**, shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in the easement area(s), reasonably deemed by the **Grantee** to interfere with the proper and efficient use of the easement(s) for the purposes herein named.

D. The **Grantor**, shall have the right to require the **Grantee**, at **Grantee's** own expense, to restore as nearly as possible the property to its original condition, including the backfilling of trenches, curbs, gutters and sidewalks, resurfacing of roadways and parking areas and reseeding of lawns and pasture areas disturbed during the original construction or future maintenance, replacement or removal of the Road.

E. The **Grantor** shall not, within the easement area(s), plant any trees, erect any building or other structure, make a fill which will result in more than six (6) feet of ground cover over an existing or proposed line, excavate to an extent which will result in earth of less than three and one-half (3.5) feet over an existing or proposed Road.

F. The **Grantor** warrants specially the easement(s) conveyed herein and will execute such other assurances thereof as **Grantee** may request.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, as of the day and year first hereinabove set forth.

(Signatures on following page.)

WITNESS/ATTEST:

GRANTOR:

_____(SEAL)
Megan E. Purtell

GRANTEE: **Town of Emmitsburg**

By: _____(SEAL)
Donald N. Briggs, Mayor

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Megan E. Purtell and acknowledge the foregoing Deed of Easement to be her act.

WITNESS my hand and Notarial Seal:

My Commission Expires: _____ Notary Public

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Donald N. Briggs, the Mayor of the Town of Emmitsburg, a municipal corporation of the State of Maryland, and acknowledged the foregoing Deed of Easement to be the act of said body politic and corporate; and at the same time, he made oath in due form of law that he is the Mayor of said body politic and corporate and is duly authorized to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal:

My Commission Expires: _____ Notary Public

CERTIFICATION

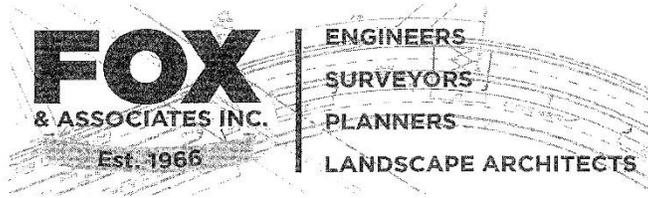
I certify that this instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Leslie A. Powell
Attorney

AFTER RECORDING, PLEASE RETURN TO:

Town of Emmitsburg
300A South Seton Avenue
Emmitsburg, Maryland 21727

EXHIBIT A-1



82 Worman's Mill Ct, Suite G
 Frederick, MD 21701
 Phone: 301-695-0880
 Fax: 301-293-6009
 Email: foxfrederick@foxassociatesinc.com

May 10, 2021

Perpetual Easement

Across the Lands of Megan E. Purtell
 Location: Emmitsburg, Election District No. 5
 Frederick County, Maryland

All that piece or parcel of land lying on the east side of Irishtown Road situated in the Town of Emmitsburg, Election District Number 5, Frederick County, Maryland; being part of the lands conveyed by Vincent Eugene Reaver, Jr. unto, Megan E. Purtell by deed dated March 2, 2018 and recorded among the Land Records of Frederick County, Maryland in Book 12312 at Page 106, with a horizontal datum based on a Final Plat entitled 'Section 4 - Plat 2 Lots 6-12 Brookfield' and recorded in Plat Book 71 at Page 144 among the Land Records of Frederick County, Maryland and being more particularly described as follows:

Beginning at a point in the approximate centerline of Irishtown Road, said point being at the intersection of the southwesterly corner of the Purtell property as shown on a plat entitled 'Addition Plat Reaver's Addition to Reaver' and recorded in Plat Book 90 at Page 32 and at the northwesterly corner of a 25 foot roadway dedication as shown on a plat entitled 'Flora Alice Kline Alvery Atwood Kline' recorded in Plat Book 13 at Page 12, said point also being a point on line along the easterly right of way line as dedicated on a plat entitled 'Section 4- Plat 2, Lots 6-12 Brookfield' recorded in Plat Book 71 at Page 144, thence in a northerly direction along the approximate centerline of Irishtown Road and running with the easterly right of way line of said Brookfield plat and the western property line of Purtell the following two (2) courses and distances:

- | | | | | | | | |
|----|---|-----|-----|-----|---|---------|--|
| 1) | N | 11° | 36' | 46" | W | 399.92' | to a point; thence by a curve to the left having a radius of 941.23 feet and a length of 21.41 feet with a chord bearing and distance, |
| 2) | N | 12° | 15' | 52" | W | 21.41' | to a point; said point along the easterly right of way dedication line as shown on the above referenced Brookfield plat and at the intersection of the northwesterly corner of the Purtell property and the southwesterly corner of a 25 foot roadway dedication as shown on a plat entitled 'Plat of Lot Created by Public Taking' recorded in Plat Book 19 at Page 142 thence running with said plat and Purtell property in an easterly direction and departing the approximate centerline of Irishtown Road the following course and distance, |
| 3) | N | 76° | 39' | 41" | E | 24.39' | to a point; said point being at the southeast corner of the right of way dedication line as shown on the above referenced 'Plat of Lot Created by Public Taking' and the northern |

H:\Corres-ChangeOrders\18\50891 Irishtown Rd\Descriptions\Purtell\Purtell Perp Esmt(5-10-21).doc

Perpetual Easement - Purtell
Page 2 of 2

property line of Purtell, thence departing said northern property line and running in a southerly direction across the lands of Purtell delineating the eastern limits of the Perpetual Easement by a curve to the right having a radius of 166.90 feet and a length of 22.17 feet with a chord bearing and distance,

4) S 13° 51' 29" E 22.16'

to a point; thence

5) S 11° 36' 46" E 400.96'

to a point; said point being on the southern property line of Purtell and at northeast corner of the 25 foot roadway dedication for Irishtown Road as shown on a plat entitled 'Flora Alice Kline Alvery Atwood Kline' recorded in Plat Book 13 at Page 12 thence along the southerly property line of Purtell in a westerly direction along the above mention roadway right of way the following course and distance,

5) S 80° 46' 56" E 25.02'

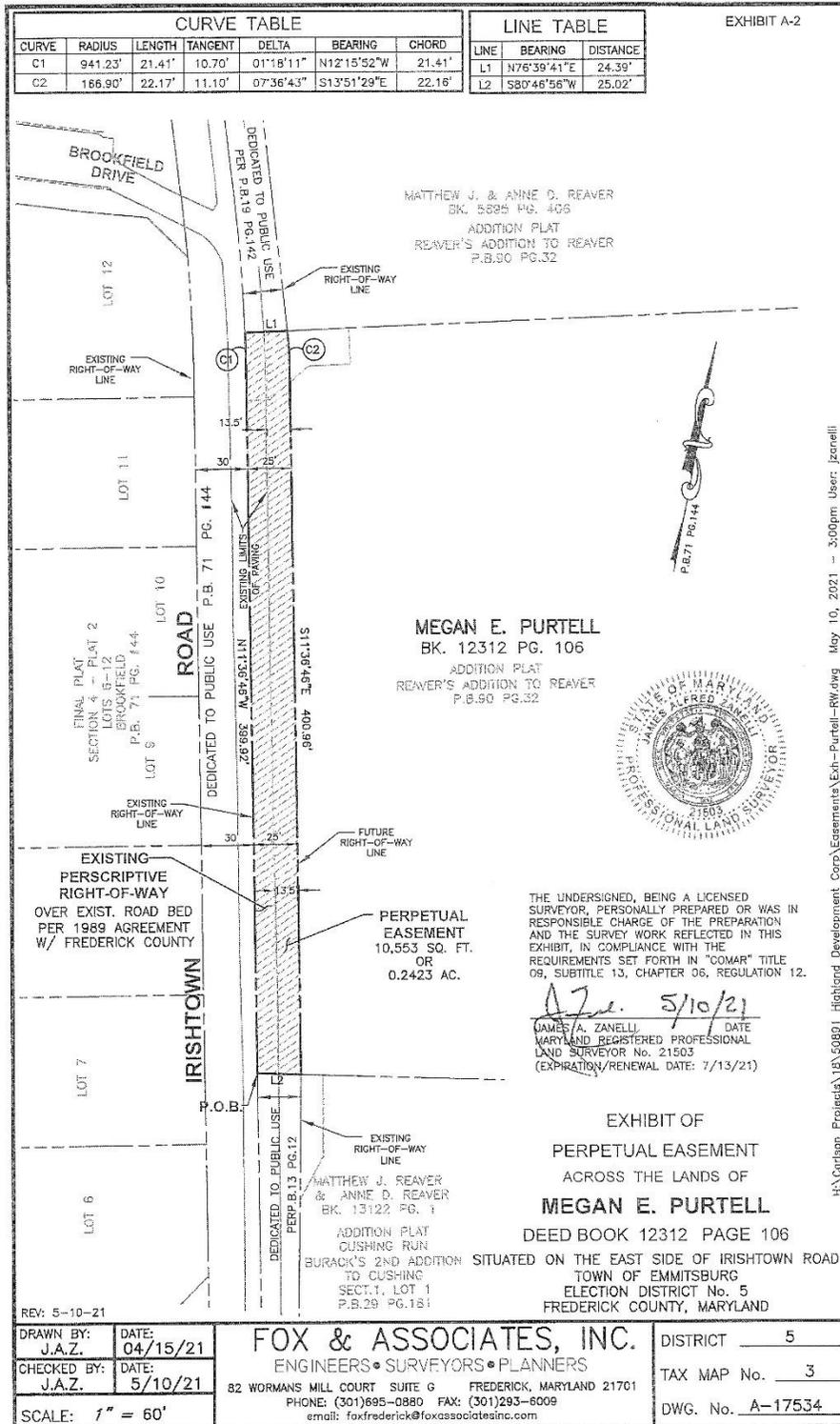
to place of beginning.

The area of land contained by the foregoing amounts to 10,553 square feet or 0.2423 acres more or less.

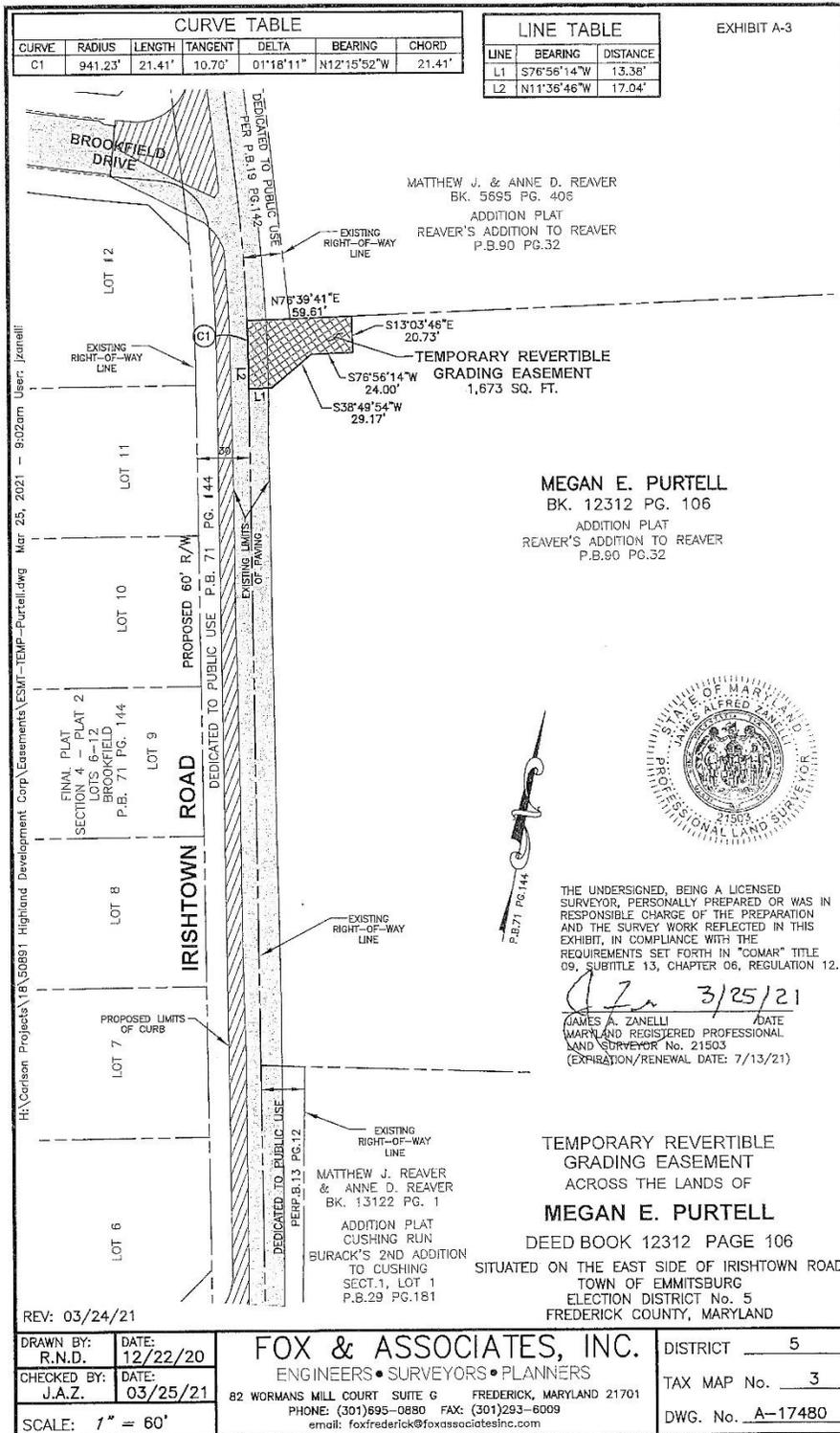
The undersigned, being a licensed surveyor, personally prepared or was in responsible charge of the preparation reflected in this metes and bounds description, in compliance with the requirements set forth in "COMAR" Title 09, Subtitle 13, Chapter 06, Regulation 12.

James A. Zarelli 5/10/21
Date
James A. Zarelli
Professional Land Surveyor
Maryland Registration No. 21503
(Expiration/Renewal Date: July 13, 2021)
For Fox & Associates, Inc. Corp. #123





H:\Carlson Projects\16150801 Highland Development Corp\Easements\Exh-PurteLL-RW.dwg May 10, 2021 - 3:00pm User: jzanelli



Parcel ID Nos:05-184614; 05-184622
NO TITLE EXAMINATION

DEED OF EASEMENT

THIS REVERTIBLE GRADING DEED OF EASEMENT, made this _____ day of _____, 2021, by RJD Development Corporation ("**Grantor**") unto the **Board of Commissioners of the Town of Emmitsburg**, a municipal corporation of the State of Maryland ("**Grantee**").

RECITALS

1. **Grantor** is the owner of certain real property known as Lots 1 and 2 on the western side of Irishtown Road, part of the lands described in Liber 2695, Folio 455, and more particularly shown as Lots 1 and 2 in Plat Book 71, Page 143 & 144 recorded among the Land Records of Frederick County, Maryland, (the "RJD Property").
2. **Grantee** intends to make certain improvements to Irishtown Road ("Road") and will need to access and grade the RJD Property along the Road on, over and across the western boundary of the RJD Property.
3. **Grantor** desires to grant to **Grantee** an easement along the eastern boundary of the RJD Property for the purpose of constructing, grading, and re-constructing the Road.

WITNESSETH

That for and in consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants, conditions herein recited, the said **Grantor** does hereby grant and convey unto the town of Emmitsburg, Maryland, **Grantee**, a temporary grading easement containing 6,768 square feet, more or less, identified as a "Temporary Revertible Grading Easement" to lay out, open, establish, construct, reconstruct, extend, widen, straighten, grade, improve, and maintain as a part of the Town of Emmitsburg Roads System, the Road, and other appurtenant uses, and being more particularly described and shown on the drawing entitled TEMPORARY REVERTIBLE GRADING EASEMENT attached hereto as Exhibit A, and incorporated herein by reference. The termination of the TEMPORARY REVERTIBLE GRADING EASEMENT shall be self-operating and no additional writing need be recorded by either party.

The herein described easement being in, through, over and across a portion of the real estate described and conveyed unto RJD Development Corporation, by Deed dated February 29, 2000, from Lancelotta-Hunt Partnership and recorded in Liber 2695, Folio 455, located more specifically over and across Lots 1 and 2 as shown in Plat Book 71, Page 143 & 144 of the land records for Frederick County, Maryland.

And the **Grantor** does hereby covenant that it will warrant specially the property herein conveyed and that it will execute such further assurances thereof as may be requisite.

The **Grantor** and **Grantee** for themselves, their representatives, successors and assigns, hereby further covenant and agree as follows:

A. The Easement Area shall be and remain the property of the **Grantor**.

B. The **Grantee**, and its agents, after reasonable prior notice to **Grantor**, shall have the right of ingress and egress to and from the aforesaid easement areas, in, through, over and across the land of the **Grantor**; provided, however, that the **Grantee** shall use existing roadways and parking areas where possible and shall minimize damage to lawns, grassy areas, parking and asphalt areas and structures.

C. The **Grantee**, after prior consultation with **Grantor**, shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in the easement area(s), reasonably deemed by the **Grantee** to interfere with the proper and efficient use of the easement(s) for the purposes herein named.

D. The **Grantor** shall not, within the easement area(s), plant any trees, erect any building or other structure, make a fill which will result in more than six (6) feet of ground cover over an existing or proposed line, excavate to an extent which will result in earth of less than three and one-half (3.5) feet over an existing or proposed Road.

E. The **Grantor** warrants specially the easement(s) conveyed herein and will execute such other assurances thereof as **Grantee** may request.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, as of the day and year first hereinabove set forth.

WITNESS/ATTEST:

GRANTOR: RJD DEVELOPMENT CORPORATION

By: _____ (SEAL)
Richard Demmitt, President

GRANTEE: TOWN OF EMMITSBURG

By: _____ (SEAL)
Donald N. Briggs, Mayor

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Richard Demmitt, President of RJD Development Corporation, and acknowledge the foregoing Deed of Easement to be his act.

WITNESS my hand and Notarial Seal:

My Commission Expires: _____ Notary Public

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Donald N. Briggs, the Mayor of the Town of Emmitsburg, a municipal corporation of the State of Maryland, and acknowledged the foregoing Deed of Easement to be the act of said body politic and corporate; and at the same time, he made oath in due form of law that he is the Mayor of said body politic and corporate and is duly authorized to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal:

My Commission Expires: _____ Notary Public

CERTIFICATION

I certify that this instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Leslie A. Powell
Attorney

AFTER RECORDING, PLEASE RETURN TO:

Town of Emmitsburg
300A South Seton Avenue
Emmitsburg, Maryland 21727

Parcel ID Nos: 05-184614; 05-184622; 05-184630;
05-184649; 05-184657; 05-184665; 05-184673;
05-184681; 05-184703; 05-184711; 05-184738;
05-184746; 05-184754; 05-184762; 05-184770;
05-184789; 05-184797; 05-184800; 05-184819
NO TITLE EXAMINATION

DEED OF EASEMENT

THIS LANDSCAPE DEED OF EASEMENT, made this _____ day of _____, 2021, by RJD Development Corporation ("**Grantor**") unto the **Board of Commissioners of the Town of Emmitsburg**, a municipal corporation of the State of Maryland ("**Grantee**").

RECITALS

1. **Grantor** is the owner of certain real property known as Lots 1 through 19 on the western side of Irishtown Road more particularly described in Liber 2695, Folio 455 and shown in Plat Book 71, Pages 143-145 among the Land Records of Frederick County, Maryland, (the "RJD Property").
2. **Grantee** may make certain improvements along Irishtown Road ("Road") in connection with tree maintenance, planting and re-planting of street trees ("landscaping") and will need to access the RJD Property along the Road on, over and across the eastern boundary of the RJD Property for the purposes of such landscaping.
3. **Grantor** desires to grant to **Grantee** an easement along the eastern boundary of the RJD Property for the purpose of landscaping along the Road.

WITNESSETH

That for and in consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants, conditions herein recited, the said **Grantor** does hereby grant and convey unto the town of Emmitsburg, Maryland, **Grantee**, landscape easements containing 20,882 square feet, more or less, identified as "Landscape Easements 1 - 6" as described on Exhibit A hereto and incorporated by reference for the purpose of street tree planting, re-planting and maintaining the trees.

The herein described easements being in, through, over and across a portion of the real estate described and conveyed unto RJD Development Corporation, by Deed dated February 29, 2000, from Lancelotta-Hunt Partnership and recorded in Liber 2695 Folio 455, and specifically in through, over and across Lots 1 through 19 of Plat Book 71, Pages 143-145 of the land records for Frederick County, Maryland.

And the **Grantor** does hereby covenant that it will warrant specially the property herein conveyed and that it will execute such further assurances thereof as may be requisite.

The **Grantor** and **Grantee** for themselves, their representatives, successors and assigns, hereby further covenant and agree as follows:

A. The Easement Area shall be and remain the property of the **Grantor**.

B. The **Grantee**, and its agents, after reasonable prior notice to **Grantor**, shall have the right of ingress and egress to and from the aforesaid easement areas, in, through, over and across the land of the **Grantor**; provided, however, that the **Grantee** shall use existing roadways and parking areas where possible and shall minimize damage to lawns, grassy areas, parking and asphalt areas and structures.

C. The **Grantee** shall have the right to plant, trim, cut, maintain and remove trees, in the easement areas reasonably deemed by the **Grantee** to require such maintenance.

D. The **Grantor** warrants specially the easement(s) conveyed herein and will execute such other assurances thereof as **Grantee** may request.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, as of the day and year first hereinabove set forth.

WITNESS/ATTEST:

**GRANTOR: RJD DEVELOPMENT
CORPORATION**

By: _____ (SEAL)
Richard Demmitt, President

GRANTEE: TOWN OF EMMITSBURG

By: _____ (SEAL)
Donald N. Briggs, Mayor

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Richard Demmitt, President of RJD Development Corporation, and acknowledge the foregoing Deed of Easement to be his act.

WITNESS my hand and Notarial Seal:

My Commission Expires: _____ Notary Public _____

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Donald N. Briggs, the Mayor of the Town of Emmitsburg, a municipal corporation of the State of Maryland, and acknowledged the foregoing Deed of Easement to be the act of said body politic and corporate; and at the same time, he made oath in due form of law that he is the Mayor of said body politic and corporate and is duly authorized to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal:

My Commission Expires: _____ Notary Public _____

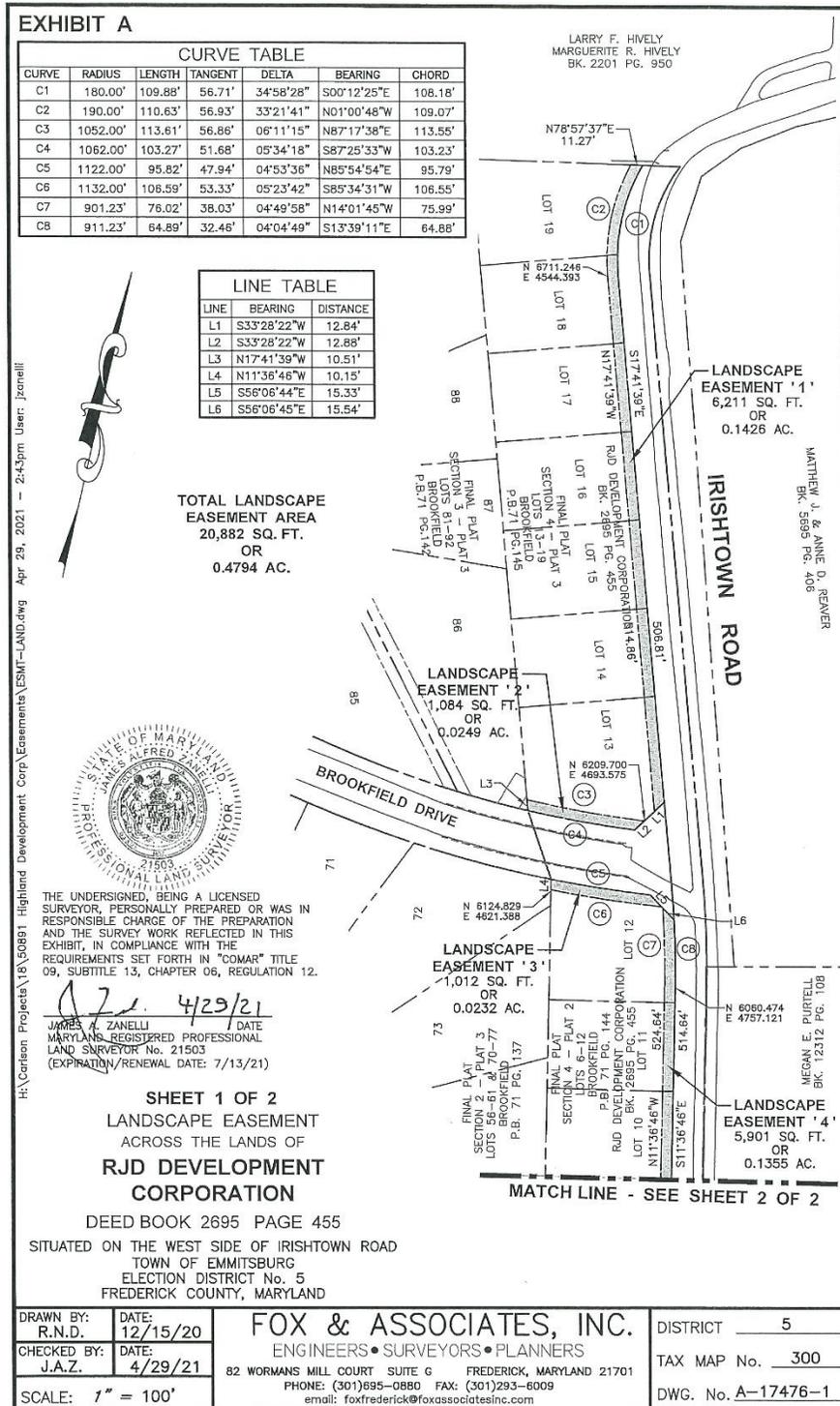
CERTIFICATION

I certify that this instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Leslie A. Powell
Attorney

AFTER RECORDING, PLEASE RETURN TO:

Town of Emmitsburg
300A South Seton Avenue
Emmitsburg, Maryland 21727



Public Works and Improvements Agreement

WHEREAS, RJD Development Corporation (hereinafter “the APPLICANT”) represents that it is the legal owner or authorized representative of Owner of certain real property within the municipality of the Town of Emmitsburg (“Town”) a body politic and corporate located in Frederick County, Maryland. The development is known or proposed to be known as Brookfield (hereafter “DEVELOPMENT”) more specifically described in the Land Records of Frederick County as Liber 2695, Folio 455 and more particularly shown as Lots 1 through 19 in Plat Book 71, Pages 143 through 145 (the “Property”); and

WHEREAS, APPLICANT desires to develop the Property; and

WHEREAS, pursuant to the Code of Emmitsburg and duly promulgated ordinances and regulations, the APPLICANT is required to obtain certain approvals and authorizations from the Town and its various departments, offices, and agencies before necessary permits may be issued; and

WHEREAS, the Town is willing to grant the required approvals and/or authorizations required for the DEVELOPMENT, provided APPLICANT first promises to perform certain obligations in accordance with the law, regulations, and policies of the Town, and Federal, State and Frederick County laws as applicable and complies with such other conditions as are more fully set forth below.

NOW THEREFORE, in consideration of the foregoing and for such good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties covenant and agree as follows.

1. TYPE OF DEVELOPMENT

19 single family home residential development known as Brookfield.

2. APPROVED PLANS

The following documents and comments contained therein are incorporated by reference and made part of this Agreement as is fully set forth:

- A. Approved Improvement Plan for the DEVELOPMENT, dated _____, consisting of _____ separate map sheets, and any subsequent approved amendment thereto.
- B. Planning Commission Plat Approval April 26, 2021 (18 sheets.)
- C. Final Approved Subdivision Plans, for Section 4, Plats 1-3 for lots 1-19, recorded October 25, 2001.

3. GENERAL DESCRIPTION OF IMPROVEMENTS TO BE CONSTRUCTED. All construction to meet requirements of State, County, Federal and local law and as set forth on approved improvement plans.

- Widen Irishtown Road & install driveway aprons;
- Install temporary Asphalt curb, driveway apron, & sidewalk on lots 1 & 2.
- Concrete curbs, gutters, & sidewalks;
- Street lights;
- Connect Heatherwind Drive to Irishtown Road;
- Finalize connection of Brookfield Drive to Irishtown Road;
- Road striping & signage;
- Extend 8" sewer line;
- Extend 10" water line; and
- Install storm drain to connect to existing storm water management pond.

4. CONSTRUCTION OF IMPROVEMENTS

A. Upon receiving a Notice to Proceed, APPLICANT agrees to construct the improvements referenced in paragraph 3 above, said construction to be carried out in a workmanlike manner, in accordance with the applicable laws and regulations of the State of Maryland, Frederick County, and of the Town.

B. As a condition precedent to the issuance of any permits to construct roadway and appurtenances, APPLICANT agrees that functioning streetlights, street name signs, and all traffic signage in the public right-of-way will be installed prior to delivery of a building permit.

C. N/A

D. The APPLICANT and the PROPERTY OWNER (if different from the APPLICANT) hereby grant the Town (including the Town's agents, contractors, officials, and employees) an irrevocable right to enter onto the real property which is the subject of this Agreement for the purposes of inspection, and for any other purpose contemplated by this Agreement.

E. All workmanship shall be warranted for a period of twelve months from the date of substantial completion and all equipment and material warranties shall be assigned to Town.

F. Landscape Maintenance Agreement

The APPLICANT shall guarantee landscape plantings in the public right-of-way or parks/open space for period of two years following the completion of the landscaping by the DEVELOPER. During the warranty period, settled plants shall be reset to proper grade and position, dead material removed, and guys tightened or repaired within a reasonable time. Any material that is 25% dead or more shall

be considered dead and must be replaced. A tree shall be considered dead when the main leader has died back, or 25% of the crown dead. Maintenance shall include a thorough initial watering with weekly watering thereafter for the first month after acceptance. Watering thereafter shall be on a bi-weekly basis for an additional two months. The total number of waterings shall be a maximum of eight (8) for a 3-month period.

G. Deeds/Easements

All deeds and easements to the Town required for the improvements shall be prepared by the Applicant or Town Attorney at Applicant's sole cost and expense and may include (but not be limited to) the following:

- i. Permanent easements to lay, construct, maintain, repair sewers, drains, drainage outfalls and drainage areas, water pipes, sewer pipes, and any other public improvements. The fee for each easement is \$250.00. Easements include:
 - a. Purtell Easement
 - b. Temporary Revertible Grading Easement along Lots 1 & 2
 - c. Landscape easement along Lots 1 through 19.
 - ii. Fee simple title to all rights-of-way and roads, streets, highways, stormwater management areas, parks, open spaces or other areas to be offered for dedication or to be conveyed to **and accepted** by the Town.
 - iii. Declaration of covenants for any HOAs to reserved areas, including without limitation, greenways, forested buffers, wetlands, and conservancy areas, and maintenance agreements for Storm Water Management Ponds ("SWMP"), if applicable.
 - iv. Such other rights and interest as set forth in approved plans and/or plats.
- H. The Town has no obligations with respect to any privately owned property within the Development. The Town will not take ownership of any SWMPs.
- I. The Town shall have the sole right to approve any change orders requested by the Applicant. Approval shall not be unreasonably withheld.
- J. BE ADVISED THAT THIS AGREEMENT DOES NOT EXTEND THE VALIDITY OF IMPROVEMENT PLANS BEYOND THREE YEARS FROM THE DATE OF THE APPROVAL. THIS AGREEMENT SHALL TERMINATE AND BE OF NO FORCE OR EFFECT UPON EXPIRATION OF THE IMPROVEMENT PLANS.

5. ENSURING THE ADEQUACY OF OFF-SITE FACILITIES – N/A
6. FINANCIAL ARRANGEMENTS.

A. Fees and Charges

The APPLICANT agrees to pay by cash or check all required fees and charges related to THE DEVELOPMENT including but not limited to review fees, inspection fees, permit fees, in accordance with the polices or regulations in effect at the time the invoice for those charges is presented to the APPLICANT.

The APPLICANT shall pay inspection fees to the Town within thirty days of presentation of invoice.

B. The parties understand that the Town may, at its discretion, issue a stop work order should the overage expenses not be paid within 45 days. The APPLICANT at its sole expense, shall have the right to audit the Town's records of expenses the Town incurs in review and inspection of the public facilities addressed in this Section.

C. Town Map Update Fee

The APPLICANT shall pay a fee in the amount of One Thousand Two Hundred Dollars (\$1,200.00) before permission to start construction is granted by the Town to cover the Town's costs of updating and publishing the Town's official maps to reflect and incorporate THE DEVELOPMENT and the new improvements to be constructed therewith.

D. Engineering Plans, Drawings, and Plats

The APPLICANT shall be responsible for the cost of design and preparation of construction drawings, easement plats, and right-of-way plats, which shall be presented to the Town for its review, revision, and final approval. All such documents shall conform to the Town's specifications and standards.

E. Easements.

Easements to the Town for improvements must be recorded among the Land Records of Frederick County, Maryland at Applicant's expense prior to construction of systems or improvements.

F. Performance Security

Prior to the execution of any construction contracts, the APPLICANT shall provide irrevocable letters of credit or performance, labor, and materialmen's payment sureties to the Town. The performance surety shall be in the amount of one hundred fifteen percent (115%) of the estimated cost of improvements set forth in Exhibit A. The payment surety shall be in the amount of one hundred fifteen percent (115%) of the estimated cost of improvements set forth in Exhibit A.

Performance and payment security amounts for each improvement shall be set forth in an addendum attached hereto and incorporated herein.

Upon written request by the APPLICANT, the Town may release up to 50% of the total surety amount upon the Town Engineer's finding that at least 80 percent of the bonded project has been completed as planned. Sureties shall not be released in whole or in part until a release of lien covering the work completed has been filed with the Town and signed by the contractors, subcontractors, materialmen and suppliers on the project indicating that they have been paid for the work. The Town shall retain ten (10%) percent of the security amount for one year (two years for landscaping) to cover any defects in equipment, materials, or workmanship arising during that time. Any balance shall be released at the conclusion of twelve months following the Town's acceptance of the completed project and twenty-four months following the Town's acceptance of the landscaping. The Town will perform an inspection prior to the expiration of the bonding period and provide a punch list to the Developer for resolution prior to calling the bond.

G. LOTS 1 & 2

In lieu of the installation of future sidewalk, curb & gutter on lots 1 & 2 following the completion of additional roadway improvements which will be undertaken by adjacent property owner, the developer shall post a cash bond with the Town in an amount of 125% of the estimated costs for such work which is set forth in Exhibit B. Following completion of the improvements described herein, the Developer will be refunded any excess amount.

H. Recovery of Costs to Complete Improvements

Except as provided in subparagraph 6.G above, nothing contained in this Agreement shall be construed in any manner to require the Town to undertake, fund, or complete required improvements for the benefit of the APPLICANT. However, in the event the Town proceeds to complete the improvements, the APPLICANT shall reimburse the Town for all costs of completion over and above the amount of any available security recovered by the Town, including without limitation Town administrative costs, attorney fees, and pre-judgment interest at the rate of ten percent (10%) per annum. The APPLICANT further hereby authorizes the Town to recover its costs by placing a lien on any properties of record owned by the APPLICANT.

I. Recovery of Costs to Prepare Public Works Agreement

The APPLICANT shall pay all of the Town costs of preparing this Public Works Agreement including but not limited to the cost of legal (\$250), and consulting, and engineering fees incurred in preparing this Public Works Agreement for the APPLICANT. The APPLICANT shall pay such cost to the Town before permission to start construction is granted by the Town.

7. IRREVOCABLE LIMITED POWER-OF-ATTORNEY

The Town reserves the right at any time to request in writing the delivery of any or all of the INSTRUMENTS contemplated by the Agreement. In order to assure the required INSTRUMENTS are delivered to the Town, APPLICANT and PROPERTY OWNER (if different from APPLICANT) hereby irrevocably nominate and appoint the Town Zoning Administrator of Emmitsburg (ZONING ADMINISTRATOR) (or such person who may assume any of the powers and duties of the ZONING ADMINISTRATOR) as the lawful attorney-in-fact for that person or entity with the limited power of (1) executing and delivering to the Town any and all of the INSTRUMENTS contemplated by this Agreement and (2) securing the necessary signatures of any other parties of interest so as to be able to deliver said INSTRUMENTS to the Town.

This limited power of attorney being a power-of-attorney coupled with an interest, is intended to be irrevocable, but shall terminate upon delivery and acceptance of all of the INSTRUMENTS contemplated by the Agreement. In the event the Town requests the APPLICANT to deliver any required INSTRUMENTS and such INSTRUMENTS are not delivered within thirty (30) calendar days of the date of the Town's written request, the ZONING ADMINISTRATOR may proceed to cause to be prepared and executed the appropriate INSTRUMENTS in the capacity as attorney-in-fact for the APPLICANT, at APPLICANT's SOLE EXPENSE.

APPLICANT'S LEGAL
REPRESENTATIVE: _____

WITNESS: _____

WITNESS: _____

8. OWNERSHIP OF PUBLIC IMPROVEMENTS / INDEMNIFICATION OF TOWN

In the event the APPLICANT seeks to construct public improvements within any Town-owned easement or Property, based upon plans and construction drawings approved by the Town, the Town hereby authorizes and approves a right of entry to the APPLICANT and its agents to perform said improvements thereon.

The Town agrees that, upon construction of public improvements contemplated by the Agreement located on Applicant's Property or Town Property, and delivery to and acceptance by the Town of title to rights-of-way for said improvements, the Town shall accept and own said improvements. Acceptance and ownership by the Town of any improvements shall not relieve the APPLICANT from any maintenance obligations during any maintenance period set forth in applicable regulations or agreements.

Until the Town has given notice that the required maintenance period has been satisfactorily completed, the APPLICANT shall indemnify, defend, and save harmless the Town (including its officers, agents, contractors, and employees) from any and all costs, losses, expenses, claims, and judgments (including attorney's fees) resulting from the death or injury to person, or damage to property arising out of or in connection with the construction, damages from construction defects or equipment failures, maintenance, or lack of maintenance of the improvements contemplated by this Agreement or any other cause of loss, or the Town's grant of the right of entry herein, whether performed by the APPLICANT or any third party except this obligation shall not be applicable to injury, death, or property damage resulting from the sole negligence of the Town (including its officers, agents, and employees). The APPLICANT'S CONTRACTORS further shall maintain comprehensive general liability insurance with minimum limits of \$2,000,000 per occurrence and shall provide a certificate of such insurance coverage to the Town identifying "Town of Emmitsburg, Maryland" as an additional insured prior to authorization to proceed with construction of improvement.

9. RIGHT TO RECORD AGREEMENT

The parties hereto agree that, at the Town's option, the Town may record this Agreement among the land records of Frederick County in which event this Agreement and the terms, obligations, covenants and conditions contained herein shall run with the land and shall be binding upon and inure to the benefits of the parties' respective successors, personal representatives, heirs, and assigns.

10. BINDING ON HEIRS AND ASSIGNS

This agreement shall be binding upon the parties hereto, their successors, agents, representatives, heirs and assigns as applicable.

11. REMEDIES

If the APPLICANT or PROPERTY OWNER violates this Agreement in any manner, the Town may pursue all available remedies whether legal or equitable, provided by applicable law.

A. No remedy herein conferred upon or reserved to the Town is intended to be exclusive of any other remedies provided for in this Agreement or by law and each and every such remedy shall be cumulative and in addition to every other remedy given under

this Agreement, or now or hereafter existing law or in equity or by statute. Every right, power, and remedy given to the Town may be exercised from time to time as often as may be deemed expedient by the Town. If a lawsuit is required to be instituted due to the default of any party, the APPLICANT and PROPERTY OWNER consent to be subject to the jurisdiction of the appropriate court of law located within Frederick County, Maryland.

- B. APPLICANT (if different than PROPERTY OWNER) and PROPERTY OWNER shall be jointly and severally liable for any breach of this Agreement.
- C. In the event it is necessary to bring suit hereunder, the prevailing party shall be awarded its legal fees, expert fees, expert fees and costs including those incurred in connection with enforcing any judgment.

12. NO ASSIGNMENT

This Agreement cannot be assigned to a separate person or entity without the written approval of the Town. As a condition of its approval, the Town may require the execution of a new public works agreement.

13. APPLICABLE LAW

This Agreement shall be given effect and shall be governed by and constructed in all respects in accordance with the laws of the State of Maryland.

14. WAIVER OF JURY TRIAL.

THE PARTIES HERETO AGREEMENT TO WAIVE ANY TRIAL BY JURY.

15. EXECUTION OF AGREEMENT

This agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

WHEREFORE, the Parties hereto caused this Agreement to be executed by their duly authorized representatives.

For the APPLICANT/PROPERTY OWNER:

RJD DEVELOPMENT CORPORATION

By: _____ (SEAL)
Name: Richard Demmitt,
Title: President
Date: _____

Witness/Attest

FOR TOWN OF EMMITSBURG:

Reviewed for Legal Sufficiency:

Reviewed for Technical Sufficiency:

By: _____
Leslie A. Powell, Town Counsel

By: _____
Cathy Willets, Town Manager

Reviewed for Financial Sufficiency:

By: _____
Madeline Shaw, Town Clerk

MAYOR, TOWN OF EMMITSBURG

ATTEST:

By: _____
Donald N. Briggs, Mayor

By: _____
Cathy Willets, Town Manager

Vertical text on the right margin, likely a page number or document ID.

Exhibit A

FOX & ASSOCIATES INC.
Est. 1966

ENGINEERS
SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS

82 Worman's Mill Ct Suite G Frederick, MD 21701
Phone: 301-695-0880
Fax: 301-293-6009
E-mail: foxfrederick@foxassociatesinc.com

PREPARED BY:	R.Yetter
CHECKED BY:	C. Castillo
DATE:	6/3/2021
JOB NUMBER:	18-50891
SHEET NUMBER:	1 OF 1

ENGINEER'S ESTIMATE - IRISHTOWN ROAD IMPROVEMENT PLANS					
	ITEM	QUANTITY	UNIT	INSTALLED UNIT PRICE	TOTAL
1	8 inch DIP and Fittings	114	LF	\$ 43.00	\$ 4,902.00
2	10 inch DIP and Fittings	1730	LF	\$ 63.00	\$ 108,990.00
3	Connect To 8 inch Main	2	EA	\$ 2,800.00	\$ 5,600.00
4	Cap and Blowoff	1	EA	\$ 1,500.00	\$ 1,500.00
5	FH with Valve & 6 inch Lateral	3	EA	\$ 3,500.00	\$ 10,500.00
6	STD WHC 1" Copper	18	EA	\$ 2,000.00	\$ 36,000.00
7	Water Line Testing	1983	LF	\$ 2.00	\$ 3,966.00
8	Installed 8 inch PVC & Fittings	1660	LF	\$ 38.00	\$ 63,080.00
9	48" Manhole	3	EA	\$ 2,500.00	\$ 7,500.00
10	Drop Manhole	2	EA	\$ 3,000.00	\$ 6,000.00
11	Single Sanitary House Connection	18	EA	\$ 1,000.00	\$ 18,000.00
12	Sewer Line Testing	1660	LF	\$ 1.00	\$ 1,660.00
13	6" Dense Graded Aggregate	4085	SY	\$ 5.00	\$ 20,425.00
14	Fine Grading	4085	SY	\$ 2.00	\$ 8,170.00
15	HMA Superpave Surface (3" * 4085 SY)	12255	IN/SY	\$ 4.00	\$ 49,020.00
16	HMA Superpave Base (3" * 4085 SY)	12255	IN/SY	\$ 3.25	\$ 39,828.75
17	Milling Existing Pavement	2,265	SY	\$ 4.30	\$ 9,739.50
18	HMA Superpave Surface (1.5" * 4085 SY)	6,127	IN/SY	\$ 4.00	\$ 24,508.00
19	Driveway Apron - Single	17	EA	\$ 500.00	\$ 8,500.00
20	Concrete Sidewalk (Materials & Placement)	2233	LF	\$ 25.00	\$ 55,825.00
21	Standard Combination Curb and Gutter	1809	LF	\$ 22.00	\$ 39,798.00
22	Existing Pavement (Removal)	3496	SY	\$ 8.00	\$ 27,968.00
23	Sawcut Existing Pavement	79	LF	\$ 2.00	\$ 158.00
24	Type 'A' COG Inlet	6	EA	\$ 4,500.00	\$ 27,000.00
25	15' MD SHA COG Inlet	2	EA	\$ 4,300.00	\$ 8,600.00
26	15 inch RCP	760	LF	\$ 40.50	\$ 30,780.00
27	18 inch RCP	170	LF	\$ 60.00	\$ 10,200.00
28	As-Built Drawings	1	LS	\$ 3,000.00	\$ 3,000.00
29	City Standard Pole Base / Foundation	14	EA	\$ 2,000.00	\$ 28,000.00
30	Streetlights	14	EA	\$ 1,500.00	\$ 21,000.00
31	Remove Ex. 18 inch Culvert	60	LF	\$ 20.00	\$ 1,200.00
32	Street Tree	38	EA	\$ 271.00	\$ 10,298.00
33	ADA Ramps	4	EA	\$ 749.00	\$ 2,996.00
34	4" White Stripe	3590	LF	\$ 2.00	\$ 7,180.00
35	24" Thermoplastic Stop Bar	47	LF	\$ 15.00	\$ 705.00
36	12" Thermoplastic Crosswalk Marking	132	LF	\$ 6.00	\$ 792.00
37	4" Double Yellow Thermoplastic Marking	1795	LF	\$ 2.00	\$ 3,590.00
38	New Stop Sign	2	EA	\$ 312.50	\$ 625.00
39	New No Parking Sign	16	EA	\$ 75.00	\$ 1,200.00
40	Bike Lane Signs	4	EA	\$ 100.00	\$ 400.00
41	Remove EX Poles	1	LS	\$ 10,000.00	\$ 10,000.00

SUB-TOTAL THIS PAGE	\$	709,204.25
15% CONTINGENCIES	\$	106,380.64
TOTAL:	\$	815,584.89

Exhibit B



ENGINEERS
SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS

82 Worman's Mill Ct Suite G Frederick, MD 21701
Phone: 301-695-0890
Fax: 301-293-6009
E-mail: foxfrederick@foxassociatesinc.com

PREPARED BY: C. Castillo
CHECKED BY:
DATE: 6/1/2021
JOB NUMBER: 18-50891
SHEET NUMBER: 1 OF 1

ENGINEER'S ESTIMATE - IRISHTOWN ROAD IMPROVEMENT PLANS

	ITEM	QUANTITY	UNIT	INSTALLED UNIT PRICE	TOTAL
1	Driveway Apron - Single	2	EA	\$ 500.00	\$ 1,000.00
2	Concrete Sidewalk (Materials & Placement)	155	LF	\$ 25.00	\$ 3,875.00
3	Standard Combination Curb and Gutter	155	LF	\$ 22.00	\$ 3,410.00
4	Existing Pavement (Removal)	205	SY	\$ 8.00	\$ 1,640.00
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
11					\$ -
12					\$ -
13					\$ -
14					\$ -
15					\$ -
16					\$ -
17					\$ -
18					\$ -
19					\$ -
20					\$ -
21					\$ -
22					\$ -
23					\$ -
24					\$ -
30					\$ -
31					\$ -
32					\$ -
33					\$ -
34					\$ -

SUB-TOTAL THIS PAGE \$ 9,925.00
25% CONTINGENCIES \$ 2,481.25
TOTAL: \$ 12,406.25

AGENDA ITEM# 5. Approval of bid to construct two small pavilions in E. Eugene Myers Community near the band stand for consideration:
Presentation at meeting by town staff.



TIMELINE – SMALL PICNIC PAVILIONS:

RFP published by Town	Wed. April 21, 2021
DEADLINE, bids due	Mon. May 24, 2021
Bids opened	Wed. May 26, 2021 at 12:15 p.m. – Willets & Shaw

RFP ADVERTISEMENT:

- Public Notice Under RFP Tab on Town’s Website: April 21 – May 24, 2021
- Notice on MML Classifieds – April 21 – May 24, 2021
- Frederick News Post Publication: Wed. April 21 & Thurs. April 22, 2021
- Email sent to general contractors (bid on past projects) – April 21, 2021

PROJECT FUNDING:

Program Open Space Grant Funds: \$17,626.26.

STAFF RECOMMENDATION:

Recommendation to be given at town meeting by town staff.

Bids Received (Alphabetical Order)				
	Company:	Location:	8’x8’ Bid Amount:	10’x10’ Bid Amount:
1.	Advantage Landscape & Construction Inc.	Hagerstown, MD	One – \$16,712.20 Two - \$32,424.40	One - \$23,012.20
2.	Cunningham Recreation	Charlotte, NC	One - \$30,860.00 Two - \$56,070.00	Does not recommend this size. No price.
3.	Green Sites LLC	Elkridge, MD	One – \$12,750.00 Two - \$23,128.00	One - \$16,450.00

AGENDA ITEM# 6. Approval of Resolution 2021-03R Authorizing Mayor Briggs and the Town Manager to File an Application for Federal Assistance with the USDA Rural Development for consideration: Presentation at meeting by town staff.

Exert from Application: The town meeting must give the citizenry an opportunity to become acquainted with the proposed project and to comment on such items as economic and environmental impacts, service area, alternatives to the project, or any other issues identified.

RESOLUTION: 2021
RESOLUTION NO. 21 – 03R

Page 1 of 1

**A RESOLUTION TO FILE AN APPLICATION FOR
FEDERAL FINANCIAL ASSISTANCE WITH THE
U.S. DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT
TO PURCHASE NEW PUBLIC WORKS EQUIPMENT**

WHEREAS, the Town of Emmitsburg is eligible to apply for funds from the U.S Department of Agriculture (“USDA”) through the Community Facility Disaster Grant Program; and

WHEREAS, the Town of Emmitsburg has determined that purchasing public works equipment with an estimated total dollar value of \$285,500 would assist the Commissioners in continuing to maintain the Town’s roads, water and sewer lines and the Creamery Road wastewater treatment plant; and

WHEREAS, the application point of contact shall be Madeline Shaw, Town Clerk; and

WHEREAS, the Commissioners for the Town of Emmitsburg have held any required public hearing(s) related to the formulation of the Town of Emmitsburg's Rural Development, Rural Utilities Service Application;

WHEREAS, the amount that the Town of Emmitsburg could receive if the USDA approves the entire equipment acquisition is fifty-five percent (55%) of the cost of the acquisition in an amount estimated at \$157,000;

WHEREAS, if the entire equipment acquisition is approved, the Town of Emmitsburg would be required to contribute the remaining forty-five percent (45%) of the cost estimated at \$128,500.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners for the Town of Emmitsburg authorize the submittal of an application for federal financial assistance in the amount of \$285,500 for the purchase of new public works equipment; and

BE IT FURTHER RESOLVED, that Mayor Donald N. Briggs and Town Manager Cathleen R. Willets are authorized and empowered to execute any and all documents required for the submission of the application.

NOW, THEREFORE, BE IT HEREBY enacted this 7th day of June, 2021 by the Mayor and Board of Commissioners, that Resolution Number 2021 – 03R is true, correct, and duly adopted by the Mayor and Board of Commissioners of the Town of Emmitsburg.

PASSED this 7th day of June, 2021

by a vote of _____ for, _____ against, _____ absent, and _____ abstain.

ATTEST:

EMMITSBURG BOARD OF COMMISSIONERS:

Madeline K. Shaw, Town Clerk

Timothy J. O'Donnell, President

_____APPROVED _____VETOED

this _____ day of _____, 2021.

Donald N. Briggs, Mayor

M. SET AGENDA FOR NEXT VIRTUAL MEETING: JUNE 21, 2021 AT 7:30 PM

1. Impact fee and park & rec fee in-lieu study presentation.
2. Public hearing and approval of Ordinance 21-05 for consideration.
3. Public hearing and approval of Ordinance 21-06 for consideration.
4. Approval of Policy P21-02 – Park, Recreation, and Open Space Fee In-Lieu for consideration.
5. ~~Approval of Ordinance 21-08, update to Chapter 3.08 – Impact Fees, for consideration.~~
POSTPONED
6. Approval of Resolution 21-02R, Community Legacy façade improvement grant submittal authorization, for consideration.

Administrative Business

- A. Approval of the FY 2022 Frederick County Sheriff’s Office contract for consideration.
- B. Discussion of the Status of the North Gate Park.

SET AGENDA FOR NEXT VIRTUAL MEETING: JULY 12, 2021 AT 7:30 PM

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

Administrative Business:

- A.
- B.
- C.