



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

**TOWN MEETING AGENDA PACKET
TOWN OFFICE – 300A SOUTH SETON AVENUE
TUESDAY, DECEMBER 7, 2021 – 7:30 P.M.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. FUTURE MEETINGS**

Planning Commission Meeting: Thursday, December 9, 2021 at 7:00 p.m. (Town Office & Zoom)
Stormwater Utility Advisory Committee Meeting, December 16, 2021 at 7:00 p.m. (Zoom only)
Town Council Meeting: Monday, January 3, 2022 at 7:30 p.m. (Town Office & Zoom)

- 4. MEETING ITEMS**

- A. APPROVE MINUTES: NOVEMBER 1, 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). Free holiday metered parking for consideration.
- I. CONSENT AGENDA: 2 APPOINTMENTS
- J. TREASURER'S REPORT
- K. PLANNING COMMISSION REPORT
- L. AGENDA ITEMS (DETAILS ATTACHED)
 - (1). Audit presentation by Michelle Mills, CPA with Deleon and Stang.
 - (2). Approval of a stormwater management and water/sewer deed of easement with Village Liquors & Plaza Inn and authorize Mayor to sign on behalf of the Town for consideration.
 - (3). Approval of the Town of Emmitsburg Addition Plat for 2 Creamery Road for consideration.
 - (4). Approval of a confirmatory/road dedication deed for the pump station project located at 2 Creamery Road and authorize Mayor to sign on behalf of the Town for consideration.
 - (5). Approval of bid to complete a water rate, sewer rate and tap fee study for consideration.
 - (6). Set sale price for 303 West Lincoln Avenue for consideration.
 - (7). Approval of Mayor entering into a real estate listing agreement for the purpose of selling 303 West Lincoln Avenue for consideration.
 - (8). TENTATIVE - Approval of the sewer connection agreement with 502 East Main Street and authorize Mayor to sign on behalf of the Town for consideration.

300A South Seton Avenue • Emmitsburg, Maryland 21727

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~~(9). TENTATIVE—Approval of a stormwater management deed of easement for the pump station project located at 2 Creamery Road and authorize Mayor to sign on behalf of the Town for consideration.—REMOVED~~

M. SET AGENDA FOR NEXT MEETING: JANUARY 3, 2022

5. SIGN APPROVED TEXT AMENDMENTS AND/OR RESOLUTIONS

6. ADJOURN

ZOOM MEETING ACCESS INFORMATION:

Town of Emmitsburg is inviting you to a scheduled Zoom meeting.

Topic: Town Meeting: December 7, 2021

Time: Dec 7, 2021 07:30 PM Eastern Time (US and Canada)

Join Zoom Meeting:

<https://us02web.zoom.us/j/89414624500>

Meeting ID: 894 1462 4500

Passcode: 21727

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 894 1462 4500

Passcode: 21727

Find your local number: <https://us02web.zoom.us/u/kdIbSQ6vVH>

The town meeting will begin at 7:30 p.m. If you would like to speak during public comment or an agenda item, you must sign-up to speak BEFORE 7:30 p.m. Sign-up to speak by emailing your name, address and topic you'd like to speak on to Anaill@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: NOVEMBER 1, 2021

**MINUTES
TOWN MEETING
NOVEMBER 1, 2021
TOWN OFFICE – 300A SOUTH SETON AVENUE**

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 Zachary Gulden, Town Planner. *Others Present* – Deputy Jason Ahalt and Delegate Jesse Pippy.

I. Call to Order

A quorum being present, Commissioner Timothy O'Donnell, President of the Board of Commissioners, called the November 1, 2021 town meeting to order at 7:30 p.m. Commissioner Davis, Commissioner Burns and Mayor Briggs joined the meeting via the Zoom teleconferencing platform. Pledge of Allegiance was recited. Upcoming meetings were announced. There will be a modified agenda schedule. Agenda items two is postponed, agenda item six is cancelled and setting the sale price of agenda items eight and nine will not be occurring at this meeting.

Approval of Minutes

Motion: Commissioner Ritz III motioned to accept the October 4, 2021 town meeting minutes as modified; second by Commissioner Sweeney. Yeas – 5; Nays – 0. The motion passed.

Police Report:

Deputy Jason Ahalt presented the police report from October 2021 (exhibit attached). The deputies are having an ongoing issue with a few of the Mount St. Mary's college student houses having loud parties. The problem has been escalated higher in the Frederick County Sheriff's Office.

Town Managers Report:

Cathy Willets, Town Manager, presented the report from September 2021 (exhibit in agenda packet). The CRPS acronym under noteworthy items stands for Creamery Road Pump Station. Five trash bags full of rags, flushable wipes and disinfectant wipes were found clogged in the sewage pump station.

Town Planners Report:

Zachary Gulden, Town Planner, presented the report from September 2021 (exhibit in agenda packet). Commissioner Burns joined the meeting in-person at 7:57 p.m.

Commissioner Comments:

- Commissioner Ritz III: He requested a follow-up on the proposed veteran streetlight banners along Main Street and if the Mayor had reached out to Sabrina Paxton-Daily regarding her bee hives.
- Commissioner Sweeney: He thanked the organizations that helped plan the Town's Halloween celebration.
- Commissioner Burns: He requested staff reach out to the State regarding removing debris and trees clogging Flat Run off North Seton Avenue.
- Commissioner Davis: He thanked staff for the business and development update during the Planners Report.
- Commissioner O'Donnell: He spoke with an individual from USA Cycling regarding having Emmitsburg be part of the next event in the area.

Mayor's Comments:

Mayor Briggs attended numerous meetings in October 2021 (meetings listed in agenda packet). Mayor Briggs attend the Sustainable Maryland Award ceremony with Ms. Shaw and was pleased to be told by the Sustainable Maryland director that the Town wrote the best application the organization has seen in 10-years. Mayor Briggs also gave the welcoming address at the groundbreaking ceremony for Mount St. Mary's University Frederick Health Medical facility and the welcoming address at the Emmitsburg Ecumenical Council Community Unity event among other meetings. There will be a tree lighting ceremony on December 6, 2021.

Public Comments:

None.

Administrative Business:

(A). Proclamation for Municipal Governments Works Month November 2021 for

Consideration: Ms. Willets read the proclamation aloud. The proclamation is pursued annually to highlight the positive work of the local government. *Motion:* Commissioner Burns motioned to approve the proclamation as presented; second by Commissioner Ritz III. Yeas – 5; Nays – 0. The motion passed.

(B). Discussion of agenda presentation format: Commissioner Ritz III presented the item. He is requesting town staff add a short explanation to each agenda item when posting on the website so the public can better understand the agenda items. Town staff will add an explanation on the Town website.

Consent Agenda:

Motion: Commissioner Ritz III motioned to re-appointment Bernard Franklin to the Citizen's Advisory Committee for a term of September 3, 2021 to September 3, 2023; second by Commissioner Burns. Yeas – 5; Nays – 0. The motion passed.

Treasurer's Report:

Commissioner Burns presented the Treasurer's Report for October 2021 (exhibit in agenda packet). The operating balance forward is \$7,501,190. The Sheriff's Office payment is for 4th quarter FY2021 not 2022.

Planning Commission Report:

Commissioner Ritz III presented the report. The Commission last met on October 25, 2021 where the Creamery Road Pump Station improvement plat and addition plat were conditionally approved.

II. Agenda Items

Agenda #1 - Discussion related to MS-4 permit requirements: Mr. Gulden presented the agenda item. The Town will be spending approximately \$690,000 in restoration costs, excluding staff management time, for the current State mandated Municipal Separate Storm Sewer System (MS-4) permit year to treat 20.452 acres of impervious surface. Town staff has been working to obtain grants; however, \$221,000 is still needed for the current permit. The next permit term is 2023 to 2028. Mark Harmon, Arro Consulting, introduced himself and explained the federal legislation that resulted in the current MS-4 mandates have been around since the Clean Water Act of 1972 and are aimed at reducing and eliminating stormwater pollution. Mr. Harmon has been working in the MS-4 field with multiple municipalities and he does not believe the costs will be reduced and the mandates lessened. The Board expressed concern over smaller municipalities having to comply with the strict and costly requirements of the program without having the funding of larger urban areas. Delegate Jesse Pippy introduced himself and recommended having Maryland Department of the Environment Secretary

Ben Grumbles and Congressman Raskin together on a call with the Town to discuss the MS-4 burdens. He also suggested having a representative from the Town attend the delegation meeting on December 4 in Annapolis and expressed a willingness to help the Town obtain grants and funding as needed to fund the Town's MS-4 requirements.

Agenda #2 - Approval of an order declaring 507 East Main Street as a hazardous and dangerous building for consideration: Agenda item tentatively postponed to the January 2022 town meeting.

Agenda #3 - Approval of new employee hire for position of water/sewer operator trainee for consideration: Ms. Willets presented the agenda item. The proposed position was budgeted in the FY2022 budget. If approved by the Board, the proposed position would add another water/sewer employee to town staff. In total 47 candidates applied, five were chosen for interviews (one canceled and one was a no show) and three total interviews were held. Staff and Mayor Briggs are recommending Soren Crowell from Fairfield as a water/sewer trainee. Mr. Crowell is available to start immediately at a Grade 3 making \$39,500. Once Mr. Crowell obtains his necessary licenses, he will be moved to the position of water/sewer operator with higher pay. *Motion:* Commissioner Sweeney motioned to accept Soren Crowell as a water/sewer operator trainee; second by Commissioner Ritz III. Yeas – 5; Nays – 0. The motion passed.

Agenda #4 - Approval of the sewer connection agreement with 500 East Main Street and authorize Mayor to sign on behalf of the Town for consideration: Ms. Willets presented the item. The property at 500 East Main Street is owned by Eric Sloane. The Town will be installing a lateral sewer line from the Sloane residents to the Town's main line. The work will be performed by KelCo Plumbing and Backhoe Services and is estimated to cost \$13,000. The agreement date will be modified to November 2021 instead of October 2021. *Motion:* Commissioner Burns motioned to approve the sewer connection agreement with 500 East Main Street as modified and authorize the Mayor to sign on behalf of the Town; second by Commissioner Sweeney. Yeas – 5; Nays – 0. The motion passed.

Agenda #5 - Approval of the sewer connection agreement with 502 East Main Street and authorize Mayor to sign on behalf of the Town for consideration: Ms. Willets presented the item. The Town has provided a draft agreement to the property owner of 502 East Main Street for review; however, staff has not received an executed copy from the property owner and is therefore postponing the agenda item as an update cannot be provided at this time. It is the intention of the Town to provide certain improvements within the property boundaries of land owners along this portion of the main line. Typically, the Town does not do interior lateral lines as those are the obligations of the property owners. It was determined that in this case, it was appropriate to make this offer to the property owners as main lines are being relocated. This agenda item will tentatively be brought back to the Board at the December town meeting.

Agenda #6 - Approval of a temporary construction deed of easement with Emmitsburg East Industrial Park, LLC. and authorize Mayor to sign on behalf of the Town for consideration: Agenda item canceled per Emmitsburg East Industrial Park LLC as there is no longer a need for the deed of easement.

Agenda #7 - Approval of a 25-year revertible forest conservation deed of easement with the Daughters of Charity and authorize Mayor to sign on behalf of the Town for consideration: Mr. Gulden presented the agenda item. The Daughters of Charity will be providing the Town with 16 acres to plant trees on in partnership with StreamLink as part of the Town's MS-4 requirements. The revertible easement allows any planted trees to remain for at least 25-years and will allow the Daughters of Charity the ability to develop the acreage area, if needed, after the 25-years. *Motion:*

Commissioner Sweeney motioned to approve the 25-year revertible forest conservation deed of easement with the Daughters of Charity as presented and authorize the Mayor to sign; second by Commissioner Burns. Yeas – 5; Nays – 0. The motion passed.

Agenda #8 - Find that 303 West Lincoln Avenue is no longer needed for a public purpose and set the sale price for consideration: Ms. Willets presented the agenda item. The agenda item is being modified in that the sale price does not need to be set at this town meeting. 303 West Lincoln Avenue is currently owned by the Town and is rented by Christ Community Church. The pastor of the church has approached the Town about buying the property. Before the Town can work on selling the property, the Board needs to deem the property as no longer needed for public purpose. At this time, there is no known public purpose for the property. *Motion:* Commissioner Ritz III motioned to declare 303 West Lincoln Avenue as no longer needed for public purpose; second by Commissioner Burns. Yeas – 5; Nays – 0. The motion passed.

Agenda #9 - Find that 3 acres at the 16715 Creamery Road, waste water treatment plant property, is no longer needed for a public purpose and set the sale price for consideration: Ms. Willets presented the agenda item. The 3 acres at 16715 is owned by the Town but not used for anything and is only mowed by town staff. Richard Lindsay, the adjacent property owner, has approached the Town about buying the property. Ms. Willets believes there was a usage agreement for this land between Mr. Lindsay and staff but none has been found to date. The Board will need to declare the property as no longer needed for public purpose to sell the 3 acres. The 3 acres are part of the Town's corporate boundaries but Mr. Lindsay's current property is not. *Richard Lindsay, Creamery Road* – Mr. Lindsay explained he was approached by the town manager in 1986 about utilizing the property for agriculture purposes. He is now interested in purchasing the property for his farm and has been using the property for 36 years as agriculture even though the property is listed as industrial. The sale price will be set at a future town meeting. *Motion:* Commissioner Sweeney motioned to declare the 3 acres at 16715 Creamery Road as no longer needed for public purpose; second by Commissioner Burns. Yeas – 5; Nays – 0. The motion passed.

Set Agenda Items for December 7, 2021 Town Meeting

Agenda Items: (1.) Audit presentation by Michelle Mills, CPA with Deleon and Stang. (2.) Approval of a stormwater management deed of easement with Village Liquors & Plaza Inn and authorize Mayor to sign on behalf of the Town for consideration. (3.) Approval of the Town of Emmitsburg Addition Plat for 2 Creamery Road for consideration. (4.) Approval of a confirmatory/road dedication deed for the pump station project located at 2 Creamery Road and authorize Mayor to sign on behalf of the Town for consideration. (5.) Approval of bid to complete a water rate, sewer rate and tap fee study for consideration. (6.) Set sale price for 303 West Lincoln Avenue for consideration. (7.) Approval of Mayor entering into a real estate listing agreement for the purpose of selling 303 West Lincoln Avenue for consideration. (8.) TENTATIVE - Approval of the sewer connection agreement with 502 East Main Street and authorize Mayor to sign on behalf of the Town for consideration. (9.) TENTATIVE - Approval of a stormwater management deed of easement for the pump station project located at 2 Creamery Road and authorize Mayor to sign on behalf of the Town for consideration. **Administrative Business:** (A.) Free holiday metered parking for consideration. **Consent Items:** (I.) Accept resignation of Ronald Lind from the Board of Appeals effective October 12, 2021 for consideration. (II.) Appointment of Levi Esses as a regular member of the Board of Appeals with a term of December 7, 2021 – February 17, 2023 for consideration. (III.) Appointment of an alternate to the Board of Appeals with a term of December 7, 2021 – January 11, 2024 for consideration. *Motion:* Commissioner Ritz III motioned to approve the agenda for the December 7, 2021 town meeting as presented; second by Commissioner Burns. Yeas – 5; Nays – 0. The motion passed.

III. Sign Approved Text Amendments and/or Resolutions

IV. Adjournment

With no further business, Commissioner Sweeney motioned to adjourn the November 1, 2021 town meeting; second by Commissioner Burns. Yeas – 5; Nays - 0. The meeting adjourned at 9:57 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
October 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.
- Staff repaired and replaced some street signs.
- Staff cold patched pot holes around Town.
- Staff took down Fallen Firefighter banners.
- Staff weed ate and weed killed East & West North Ave.
- Staff dug out and reposted two yellow bollards at sharp turn on West Lincoln Ave.

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 and bathrooms twice a week.
- Staff mowed, trimmed and weed killed in parks.
- Staff came in to help with Arbor Day. Staff trimmed and put mulch around small Arbor Day trees in Community Park.
- Staff weed ate and seeded dog park.
- Staff weed ate and pulled weeds from the Community Garden plots.
- Staff weed ate, pulled weeds, weed killed and put mulch in at pool fence along West Lincoln.
- Staff dug up and removed old brick water fountain and curb boxes in Memorial Park.
- Staff rotor tilled, dug weeds off and salted ballfield #4 in Memorial Park.
- Staff helped contractor restore hole #5 on the disc golf course.

Water:

- Rainbow Lake is at the spillway level (16.6 feet).
- The well usage is being reduced with the increase in lake water production.
- The roughing filters are being backwashed two times a day down from four at the beginning of the month. The DE filters are getting back to two week runs.
- Well levels (optimum level was determined to be May 2011).

	<u>May 2011</u>	<u>October</u>	<u>Change</u>
○ Well #1:	35'	30'	+5'
○ Well #2:	8'	11'	-3'
○ Well #3:	12'	32'	-20'
○ Well #4:	108'	119'	-11'
○ Well #5:	10'	OFF	N/A

- Well #2 developed a leak at the connection to the pit-less adaptor. Repairs made and it was quickly back in service.
- Water production and consumption. We produced an average of 242,533 GPD. We consumed an average of 228,473 GPD. The amount of Backwash Water in the month of October is ... (19.7 0%).

- 58.03% of this water came from wells.
- 5.07% of this water came from Mt. St. Mary's.
- 36.9% of this water came from Rainbow Lake.

We purchased 435,850 gallons of water from MSM this month.

Wastewater:

- We treated an average of 531,000 gpd (consumed 228,473 GPD) which means that 56.9 % of the wastewater treated this month was "wild water".
- We did not have any spills of untreated sewage in the month of October.
- We did exceed the plant's design capacity two times in the month of October.
 - 10/29 1,844,000 gpd
 - 10/30 918,000 gpd
- We received about 3.5" of precipitation this month (the average is 3.38"). We have a precipitation **SURPLUS of 8.32"** over the last six months. The average precipitation for the period from May 1 through October 31 is 22.93". We have received 31.25" for that period.

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

Meetings Attended:

- 10/01 Met with Town Planner and contractor to review MS-4 permit requirements
- 10/04 Attended Town Meeting
- 10/04 Met with staff to open bids for new truck
- 10/14 Attended department head meeting
- 10/14 Attended support staff meeting
- 10/14 Attended meeting with staff and Frederick County re: Hazard Mitigation Plan
- 10/14 Attended meeting with Town Planner and contractor re: stormwater utility fee
- 10/18 Attended Board of Appeals meeting
- 10/18 Conducted interviews with staff and HR consultant for water/sewer trainee position
- 10/20 Attended meeting with Town Accountant and auditors to review FY21 audit
- 10/20 Attended meeting with Town Planner and Woodsboro Bank
- 10/21 Met with Town Clerk to review projects and responsibilities

- 10/27 Met with Mayor and Town Planner to review current/proposed development projects
- 10/27 Met with Mayor, staff and Town Attorney re: sewer agreements

Noteworthy:

- Staff pumps holding tank every 10 days at 8533 Hampton Valley Rd.
- Staff worked the yard waste dumpster twice in October.
- Staff conducted monthly equipment and fire extinguisher maintenance.
- Staff did some water meter upgrades.
- Staff completed some use and occupancy permit inspections in Brookfield.
- Staff dug up and repaired curb box at 227 DePaul St.
- Staff pulled out old blow off on abandoned six-inch line in open field near 502 East Main St.
- Staff repaired and helped restore the road to Wells #3 & #5.
- Staff conducted semi-annual fire hydrant flushing.
- Contractor pumped the wet well at the CRPS again. Rags, grease, grit pipe and grate were removed from the pit.
- Contractor for Rutters is prepping the site to start the installation of the water and sewer lines for Rutters.
- Leak repaired on North Seton Ave.

PARKING ENFORCEMENT REPORT
October 2021

Overtime Parking	61
Restricted Parking Zone	2
Street Sweeping	
Parked in Crosswalk	
Parked on Sidewalk/Curb	
Parked by Fire Hydrant	
Parked Blocking Street	
Failure to Park between Lines	
Left Side Parking	
48 Consecutive Hours	
Meter Money	\$ 872.19
Parking Permits	
Meter Bag Rental	\$ 15.00
Parking Ticket Money	\$ 285.00
Total:	\$ 1172.19

D. TOWN PLANNER'S REPORT

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

1. Board of Appeals (BOA):

- Attended the 10/18 BOA meeting and processed pre/post meeting materials.

2. Board of Commissioners (BOC):

- Attended the 10/4 BOC meeting and processed pre/post meeting materials.
- Prepared presentations & meeting materials for the 11/1 BOC meeting items:
 - 500 & 502 E Main St sewer connection agreements;
 - Temporary construction deed of easement with EEIP;
 - 25-year revertible forest conservation deed of easement with DOC;
 - 16715 Creamery Road land for sale; and
 - 303 W Lincoln Ave building for sale.
- Worked with attorney on 507 E Main St hazardous building determination.

3. Grants:

- Community Legacy grant management:
 - Submitted a reimbursement request for 205 N Seton Ave.
 - Submitted a quarterly report for FY21 award.
 - Submitted a final report for FY20 award.
- Chesapeake Bay Trust grant management:
 - Silo Hill SWM basin retrofit design & permitting.
- Community Development Block Grant management:
 - Conducted 4x construction inspections.
 - Reviewed & processed weeks 10, 11, & 12 payrolls.
 - Processed payment request #3, which included field measurements of 17 ramps.
 - Processed grant reimbursement request #3.
 - Attended a virtual progress meeting on 10/18.
 - Organized all files as required by grant.
 - 46 of 130 ramps are completed to date.
- Clean-Up & Green Up Maryland grant:
 - Applied for FY22 grant – 5x new trash containers for parks.

4. Municipal Separate Storm Sewer System (MS4):

- Silo Hill SWM basin retrofit & tree planting project management.
- Silo Hill SWM basin retrofit project:
 - Worked with contractor on applying for the Chesapeake & Coastal Grant.
- 27-acre tree planting project:
 - Attended tree planting events on 10/09 & 10/23.
- Finalized and submitted current year MS4 permit.
- SWM Utility Feasibility Study project management:

- Attended a conference call (project kick-off) with University of MD & Town Manager on 10/14.
- Attended a conference call on 10/1 with Manager & ARRO Consulting regarding MS4 permit.

5. Permits & Zoning:

- Processed 17x zoning permit applications:
 - 4x - fence.
 - 8x – roof.
 - 1x – change of use (Ripleigh’s Creamery).
 - 2x – signs (Ripleigh’s Creamery).
 - 1x – interior/exterior renovation (Ripleigh’s Creamery).
 - 1x – addition.
- Processed 13x backflow preventer permit applications.
- Processed 1x personal use firewood permit application.
- Processed 1x grease trap permit application (Ripleigh’s Creamery).
- Processed 1x street closure (Irishtown Road – November).
- Mailed 3x high hazard backflow permit renewal reminder letters.
- Responded to incident reports.

6. Planning Commission (PC):

- New Creamery Road Pump Station, Rutter’s, Irishtown Road (Brookfield Lots 1-19), Federal Stone, Village Liquors & Plaza Inn, and Ripleigh’s Creamery project management.
- New Creamery Road Pump Station:
 - Worked with surveyor & attorney on confirmatory deed and roadway deed of dedication.
 - Reviewed, processed, and prepared staff memo for Addition Plat.
- Irishtown Road (Brookfield Lots 1-19):
 - Finalized quit claim deed & Irishtown Road transfer agreement.
- Village Liquors & Plaza Inn:
 - Reviewed updated site, landscape, & lighting plan for Mayor & PC Chair signature.
- Rutter’s:
 - Worked with engineer on sewer construction specification approvals.
- Ripleigh’s Creamery:
 - Reviewed updated site plan, landscape plan, & lighting plan for Mayor & PC Chair signature.
 - Worked with attorney, manager, & water/sewer superintendent on sewer agreement.
 - Processed construction, signs, & change of use, & grease trap permits.
 - Met with manager, public works director, & water/sewer superintendent on 10/26 regarding sewer line.
 - Met with manager, mayor, public works director, water/sewer superintendent, and attorney on 10/27 regarding sewer line.
- Attended the 10/25 PC meeting and processed pre/post meeting materials.

7. Miscellaneous:

- Forestry stand 10 project management.
- Completed and submitted the FY21 MDOT road improvement report.
- Met with Public Works Director, UGI, & contractor on 10/12 regarding street tree project.
- Worked with attorney, manager, & water/sewer superintendent on sewer agreement for 500 E Main St.
- Attended a department head meeting on 10/14.
- Attended a conference call regarding the FC hazard mitigation plan update on 10/14.
- Attended a conference call regarding economic development with manager & Woodsboro Bank on 10/20.
- Met with public works director and Ryan Homes representative on 10/27 regarding Brookfield Drive damage.
- Worked with contractor on the street tree plan.

8. New Business / Development Updates:

- **Rutter's** – started clearing trees & installing sediment/erosion control.
- **Federal Stone** - Preparing required engineered plans for Planning Commission submittal.
- **Village Liquors & Plaza Inn** - Working on meeting Planning Commission conditions & permitting from Town & County.
- **Ripleigh's Creamery** – Working on obtaining FC building permit.
- **Tuscany's Pizzeria** - Occupancy permit issued by County. Awaiting grand opening date from owner.
- **Emmit Ridge 2** - Property has sold to an investor. RJD Development & Ryan Homes working with investor to purchase.
- **McNair Property** - Property is no longer for sale. No activity with the Town this month.
- **Frailey Farm** - Property is for sale. No activity with the Town this month.
- **Catoctin Vistas (Trout Property)** - Property is for sale. No activity with the town this month.
- **Brookfield 10-unit cul-de-sac** – Sketch plan submitted. Zoning map amendment required.
- **Warthen's Court 5-unit townhomes** – Sketch plan submitted. Preparing required engineered plans for Planning Commission submittal.

E. COMMISSIONER COMMENTS

F. MAYOR'S COMMENTS

November 2021 events and activities - Mayor Briggs

- 11/8/21 Monday 7:30pm Town monthly meeting in person and zoom.
- 11/9/21 Tuesday 9:30 am meeting with Frederick County Home Builders Association Board in Frederick. Spoke about Emmitsburg and MS 4.
- 11/9/21 Tuesday 11 am visit with senior officers of Woodsboro Bank.
- 11/9/21 Tuesday 1 pm, zoom meeting with Sustainable Maryland Executive Committee.
- 11/11/21 Thursday 8:30am attended Mass at St Joseph's Church for Veteran's Day tribute.
- 11/11/21 Thursday am Veterans Day observance visitations to six community cemeteries, and Doughboy and American Legion with VFW-American Legion Honor Guard and 20-gun salute.
- 11/18/21 Friday 12pm welcomed coaches and PR media person of the Washington D.C. professional Rugby team, Old Glory, at the Carriage House Inn with Mount coach Jay Myles and Kevin Robinson.
- 12/6/21 Monday 6 pm, Town Christmas Tree lighting in front of the Community Center.
- 12/7/21 Tuesday 7:30pm Town monthly meeting in person and zoom.

G. PUBLIC COMMENTS

H. ADMINISTRATIVE BUSINESS

- (a) Free holiday metered parking for consideration** Presentation by Mayor Briggs at the town meeting.

Mayor Briggs & Town Staff Recommendation: For the Holiday Season, free metered parking from Friday, December 10, 2021 to Monday, January 3, 2022.

I. CONSENT AGENDA

Board of Appeals (3-year term)

- I. Accept the resignation of Ronald Lind from the Board of Appeals effective October 12, 2021.

- II. Appointment of Levi Esses as a regular member to the Board of Appeals.
Term: December 7, 2021 – February 17, 2023

- III. Appointment of Scott Frager an alternate to the Board of Appeals
Term: December 7, 2021 – January 11, 2024

J. TREASURER REPORT

\$7,525,377	Cash Balance November 1, 2021
433,686	Deposits
-355,461	Withdrawals
\$7,603,602	Operating Balance Forward

Check Amt.	Vendor Name	Description	Check Date	Check Number
\$56,132	MIM Construction	Construction - ADA Ramps	11.23.21	42996
\$19,392	MD Dept of Budget & Mgmt	Oct 21 Health Insurance	10.27.21	42882
\$19,106	MD Dept of Budget & Mgmt	Sep 21 Health Insurance	11.03.21	42903
\$12,750	Green Site, LLC	Picnic Pavilion	11.03.21	42897
\$12,500	Gundacker	Comm. Legacy - 205 N. Seton	11.03.21	42899
\$11,994	UGI Energy Services	Sep 21 Solar Field #1	11.10.21	42954
\$8,855	RK&K Dev - Eng	Irishtown Rd-Brookfield Lots	11.10.21	42952
\$7,518	Republic Services	Nov 21 Refuse Services	11.10.21	42949
\$6,986	General Contractor Inc	Dugout Rehab Ballfield #7	10.27.21	42876
\$6,850	TFJ Excavating	Disc Golf Drainage	10.27.21	42889

Ck dates 10.27.21 to 11.29.21

K. PLANNING COMMISSION REPORT: No meeting in November.

L. AGENDA ITEMS:

- AGENDA ITEM# 1. **Audit presentation by Michelle Mills, CPA with Deleon and Stang:**
Presentation at meeting by Michele Mills, Certified Public Accountant with
DeLeon & Stang CPAs and Advisors.**

AGENDA ITEM# 2. **Approval of a stormwater management and water/sewer deed of easement with Village Liquors & Plaza Inn and authorize Mayor to sign on behalf of the Town for consideration:** Presentation at meeting by staff.

**NO TITLE SEARCH
PROPERTY TAX ID: 05-598830**

**DEED OF EASEMENT/MAINTENANCE COVENANTS AND AGREEMENT
(WATER & SEWER)**

This Deed of Easement/Maintenance Covenants and Agreement (the “Deed of Easement”) is made as of the _____ day of _____, 2021, by and among, **Pradeep Saini and Gopi Saini** (hereinafter referred to collectively as “Grantor”), the owners of property situated in Frederick County, Maryland, described and conveyed unto Pradeep Saini and Gopi Saini from Saini Holdings, LLC by Deed dated August 27, 2020, and recorded in Liber 14068, Folio 386 of the Land Records for Frederick County, Maryland, and shown on a plat recorded at Plat Book __, Pages __, among the Land Records of Frederick County, Maryland (the “Property”), and the **Town of Emmitsburg**, a body politic and municipal corporation of the State of Maryland (hereinafter referred to as “Grantee”).

WHEREAS, the Grantor is the owner of the Property, as described above, located in the Town of Emmitsburg in Frederick County, Maryland, over and across a portion of which it is necessary to provide for water and sewer facilities, including but not limited to water lines, sewer lines, sewer and water service equipment and infrastructure (hereinafter referred to collectively as the "Facilities"), for the benefit of adjacent and nearby properties, and

WHEREAS, it is necessary to provide for the future maintenance and inspection of the Facilities, and

WHEREAS, it is necessary to provide notice to future owners of all or a portion of the Property of the existence of the Facilities on the Property.

NOW, THEREFORE, WITNESSETH that for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and adequacy of which is

hereby acknowledged, the Grantor does hereby grant and convey unto the Town of Emmitsburg, a body politic and municipal corporation of the State of Maryland, its successors and assigns, a perpetual water and sewer easement for the Facilities and right of way described as follows in the area described in **Exhibit A-1** attached hereto and shown on the drawing attached hereto as **Exhibit A-2**, which exhibits are incorporated by reference herein.

TO HAVE AND TO HOLD the easement and right of way granted herein together with the rights and privileges appurtenant to their proper use and benefits forever by the Grantee, its successors and assigns.

AND THE GRANTOR, FOR ITSELF, ITS HEIRS, SUCCESSORS AND ASSIGNS, covenant and agree with the Grantee, its successors and assigns, as follows:

FIRST: That the Grantor will not make or permit any modifications to the easement and right of way granted herein, including but not limited to, the erection of any building or structure of any nature whatsoever, or any work that disturbs the earth, such as grading, filling, excavating, or planting, without the Grantee's prior written consent;

SECOND: That the Grantee, its successors and assigns, shall at all times operate, maintain and repair the Facilities, at its sole cost and expense, and shall have a right to enter the easement and right of way for the purpose of inspecting, maintaining, repairing and operating the Facilities within the easement and right of way, the right of entry to be from any adjacent public road or right of way or along such other lines as the Grantee may deem necessary;

THIRD: Grantee, at its sole cost and expense, shall restore as nearly as possible the property to its original condition, including the backfilling of trenches and reseeding of lawns and pasture areas, disturbed during the original construction or future maintenance and/or repair of the Facilities;

FOURTH: The Grantor further covenants and agrees that the easement(s), right(s) of way, maintenance covenants and agreements contained herein shall run with the land and shall bind the Grantor and its successors and assignees and shall bind all present and subsequent owners of the Property;

FIFTH: The Grantor covenants and agrees that all parties having an interest in the Property which is subject to this deed of easement have executed this document and agreed to the terms hereof; and

SIXTH: The Grantor and its successors and assigns agree to make specific reference to this Deed of Easement in a separate notice paragraph in any contract, deed, lease or other legal document by which any possessory or equitable interest in the Property is conveyed. The notice shall provide notice to the purchaser or grantee of any possessory or equitable interest in the Property that:

(A) Sewer and Water Facilities are located on the Property;

(B) The Facilities, which may not be readily apparent or visible, are located in the area described herein and as shown on **Exhibit A-2**, a copy of which must be provided with the notice; and

(C) The Facilities may not be modified, relocated or removed unless approved in advance by the Grantee, and replaced in a manner which has no adverse impact on neighboring or adjoining properties; and

SEVENTH: The Grantor warrants specially said easement and right of way and will execute such further assurances as the Grantee may request.

[Signatures Appear on Following Pages]

**DEED OF EASEMENT/MAINTENANCE COVENANTS AND AGREEMENT
(GRANTOR SIGNATURE PAGE)**

WITNESS the hands and seals of the undersigned party.

GRANTORS:

WITNESS:

Pradeep Saini

_____ (SEAL)

WITNESS:

Gopi Saini

_____ (SEAL)

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

On this _____ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Pradeep Saini, and acknowledged the foregoing to be their act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last abovementioned.

Notary Public

My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

On this _____ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Gopi Saini, and acknowledged the foregoing to be their act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last abovementioned.

Notary Public

My Commission Expires: _____

**DEED OF EASEMENT/MAINTENANCE COVENANTS AND AGREEMENT
(GRANTEE SIGNATURE PAGE)**

WITNESS the hands and seals of the undersigned party.

GRANTEE:

WITNESS:

THE TOWN OF EMMITSBURG, a body
corporate and politic of the State of Maryland

BY: _____ (SEAL)
Name: _____
Title: _____

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2021, before me, a Notary Public of the State aforesaid, personally appeared _____, personally known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and he/she did acknowledge that he/she is the _____ of the Town of Emmitsburg, a body corporate and politic of the State of Maryland, and that he/she, as such _____, being authorized to do so, executed this instrument on behalf of said Town of Emmitsburg for the purposes therein contained, by signing on its behalf as _____ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last abovementioned.

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICATION

I, the undersigned, an attorney duly admitted to practice law before the Court of Appeals of Maryland, do hereby certify that the foregoing document was prepared by me or under my supervision.

Leslie A. Powell

EXHIBIT A-1

Deed Description

Sewer Easement – Village Liquors & Plaza Inn

Part of Section Three – Lot 5 for Silo Hill

201 Silo Hill Parkway, Emmitsburg, MD

BEGINNING at a point on the lot line of the residue of Lot 4, said point being North 08 degrees 30 minutes 01 seconds East 31.71 feet from a set iron pin at the southwesternmost corner of the residue of Lot 4 on the northern right-of-way line of Silo Hill Parkway. Thence through Lot 5, North 76 degrees 53 minutes 32 seconds West 81.36 feet to a point. Thence continuing through same, North 80 degrees 41 minutes 38 seconds West 58.92 feet to a point. Thence continuing through same, North 08 degrees 30 minutes 01 second East 6.78 feet to a point. Thence continuing through same, South 81 degrees 29 minutes 59 seconds East 140.00 feet to a point on the lot line of the residue of Lot 4. Thence along the residue of Lot 4, South 08 degrees 30 minutes 01 second West 14.15 feet to a point, the place of the beginning. CONTAINING 1,306.260 square feet or 0.030 acres and being part of Lot 5 of a plan entitled "Final Subdivision Plat of Section Three – Lot 5 & Residue Lot 4 for Silo Hill" and recorded among the land records of Frederick County, Maryland at Plat Book _____ Page _____.

EXHIBIT A-2

**NO TITLE SEARCH
PROPERTY TAX ID:
05-598830**

**DEED OF EASEMENT/MAINTENANCE COVENANTS AND AGREEMENT
(STORMWATER MANAGEMENT)**

This Deed of Easement/Maintenance Covenants and Agreement (the "Deed of Easement")

is made as of the ____ day of _____, 2021, by and among, **Pradeep Saini and Gopi Saini** (hereinafter referred to collectively as "Grantor"), the owners of property situated in Frederick County, Maryland, described and conveyed unto Pradeep Saini and Gopi Saini from Saini Holdings, LLC by Deed dated August 27, 2020, and recorded in Liber 14068, Folio 386 of the Land Records for Frederick County, Maryland, and shown on a plat recorded at Plat Book_, Pages_, among the Land Records of Frederick County, Maryland (the "Property"), and the **Town of Emmitsburg**, a body politic and municipal corporation of the State of Maryland (hereinafter referred to as "Grantee").

WHEREAS, the Grantor is the owner of the Property, as described above, located in the Town of Emmitsburg in Frederick County, Maryland, over and across which it is necessary to provide for storm drainage systems, and stormwater management facilities, including but not limited to ditches, pipes, inlets, culverts and rain gardens, (hereinafter "Facilities"), for the benefit of adjacent and nearby properties, and

WHEREAS, it is necessary to provide for the future maintenance and inspection of these Facilities, and

WHEREAS, it is necessary to provide notice to future owners of all or a portion of the Property of the existence of the Facilities on the Property.

NOW, THEREFORE, WITNESSETH that for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Town of Emmitsburg, a body politic and municipal corporation of the State of Maryland, its successors and assigns, the following described perpetual stormwater drainage, and stormwater management easement and right of way in the area described in **Exhibit A-1** and **A-2** attached hereto and shown on the drawing attached hereto as **Exhibit A-3**, which exhibits are incorporated by reference herein.

TO HAVE AND TO HOLD the easement and right of way granted herein together with the rights and privileges appurtenant to their proper use and benefits forever by the Grantee, its successors and assigns.

AND THE GRANTOR, FOR ITSELF, ITS HEIRS, SUCCESSORS AND ASSIGNS,

covenant and agree with the Grantee, its successors and assigns, as follows:

FIRST: That the Grantor will not make or permit any modifications to the easement and right of way granted herein, including but not limited to, the erection of any building or structure of any nature whatsoever, and any work that disturbs the earth, such as grading, filling, excavating, or planting, without the Grantee's prior written consent;

SECOND: That the Grantor, its successors and assigns, shall at all times operate, maintain and repair the Facilities, at its sole cost and expense;

THIRD: That the Grantee and its agents shall have a right to enter the easement and right of way for the purpose of inspecting, maintaining, repairing and operating the

Facilities within the easement and right of way, the right of entry to be within the easement and right of way herein granted and along such other lines as the Grantee may deem necessary; provided, however, that the Grantee's right of entry does not interfere with the Grantor's use or enjoyment of the Grantor's remaining property outside of the easement area(s) described herein, for its intended purpose;

FOURTH: The responsibility for the maintenance of the Facilities shall be set forth in the Maintenance Covenants and Agreement attached hereto as **Exhibit B** and incorporated herein by reference as if fully set forth;

FIFTH: The Grantor further covenants and agrees that the easement(s), right(s) of way, maintenance covenants and agreements contained herein shall run with the land and shall bind the Grantor and its successors and assignees and shall bind all present and subsequent owners of the Property identified herein;

SIXTH: The Grantor covenants and agrees that all parties having an interest in the Property which is subject to this deed of easement have executed this document and agreed to the terms hereof, including The Potomac Edison Company, which holds a fifteen foot (15') electric easement over the Property and a portion of which lies within the easement area granted herein; and

SEVENTH: The Grantor warrants specially said easement and right of way and will execute such further assurances thereof as may be requisite.

EIGHTH: The Grantor agrees that the Town will receive all MS4 credit for the storm water management rain garden.

[Signatures Appear on Following Pages]

For more information, go to www.emmitsburgmd.gov

**DEED OF EASEMENT/MAINTENANCE COVENANTS
AND AGREEMENT (GRANTOR
SIGNATURE PAGE)**

WITNESS the hands and seals of the undersigned party.

GRANTORS:

WITNESS:

Pradeep Saini

_____ (SEAL)

WITNESS:

Gopi Saini

_____ (SEAL)

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

On this ___ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Pradeep Saini, and acknowledged the foregoing to be their act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last abovementioned.

Notary Public

My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

On this ___ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Gopi Saini, and acknowledged the foregoing to be their act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last abovementioned.

Notary Public

My Commission Expires: _____

**DEED OF EASEMENT/MAINTENANCE COVENANTS
AND AGREEMENT (GRANTEE
SIGNATURE PAGE)**

WITNESS the hands and seals of the undersigned party.

WITNESS:

GRANTEE:

THE TOWN OF EMMITSBURG, a body
corporate and politic of the State of Maryland

BY: _____

Name: _____ (SEAL)

Title: _____

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2021, before me, a Notary Public of the State aforesaid, personally appeared _____, personally known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and he/she did acknowledge that he/she is the _____ of the Town of Emmitsburg, a body corporate and politic of the State of Maryland, and that he/she, as such _____, being authorized to do so, executed this instrument on behalf of said Town of Emmitsburg for the purposes therein contained, by signing on its behalf as _____ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last abovementioned.

NOTARY PUBLIC

My Commission Expires: _____

**DEED OF EASEMENT/MAINTENANCE COVENANTS
AND AGREEMENT (CONSENT OF THE POTOMAC
EDISON COMPANY SIGNATURE PAGE)**

WITNESS the hands and seals of the undersigned party.

CONSENTED TO:

WITNESS:

THE POTOMAC EDISON COMPANY,

_____ BY: _____
NAME: _____(SEAL)
Title: _____

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this __ day of _____, 2021, before me, a Notary Public of the State aforesaid, personally appeared _____, personally known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and he/she did acknowledge that he/she is the _____ of The Potomac Edison Company, a Maryland public utility company, and that he/she, as such _____, being authorized to do so, executed this instrument on behalf of said The Potomac Edison Company for the purposes therein contained, by signing on its behalf as _____ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last abovementioned.

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICATION

I, the undersigned, an attorney duly admitted to practice law before the Court of Appeals of Maryland, do hereby certify that the foregoing document was prepared by me or under my supervision.

Leslie A. Powell

EXHIBIT A-1

Deed Description

Drainage & Utility Easement - Village Liquors & Plaza Inn Part

of Section Three - Lot 5 for Silo Hill

201 Silo Hill Parkway, Emmitsburg, MD

BEGINNING at an existing iron pin set at the southwestern most corner of Lot 5 on the northern right-of-way line of Silo Hill Parkway at lands of Silo Road Properties LLC. Thence with Silo Road Properties LLC, North 11 degrees 25 minutes 05 seconds West 25.00 feet to a point. Thence through Lot 5, North 78 degrees 34 minutes 55 seconds East 3.54 feet to a point. Thence continuing through same, North 11 degrees 25 minutes 05 seconds West 156.45 feet to a point. Thence continuing through same, North 78 degrees 34 minutes 55 seconds East 84.08 feet to a point. Thence continuing through same, South 83 degrees 32 minutes 27 seconds East 141.93 feet to a point on the lot line of the residue of Lot 4. Thence with the residue of Lot 4, South 08 degrees 30 minutes 01 second West 20.01 feet to a point. Thence through Lot 5, North 83 degrees 32 minutes 27 seconds West 138.08 feet to a point. Thence continuing through same, South 78 degrees 34 minutes 55 seconds West 60.93 feet to a point. Thence continuing through same, South 11 degrees 25 minutes 05 seconds East 139.30 feet to a point. Thence continuing through same, South 89 degrees 32 minutes 09 seconds East 21.33 feet to a point. Thence continuing through same, South 08 degrees 30 minutes 01 second West 11.22 feet to a point. Thence continuing through same by a curve to the right having a radius of 25.00 feet, an arc length of 13.85 feet and a chord bearing South 24 degrees 22 minutes 31 seconds West 13.68 feet to a point on the northern right-of-way line of Silo Hill Parkway. Thence with the northern right-of-way line of Silo Hill Parkway by a curve to the left having a radius of 341.00 feet, an arc length of 32.83 feet and a chord bearing South 85 degrees 23 minutes 36 seconds West 32.82 feet to an existing iron pin, the place of the beginning.

CONTAINING 8,186.525 square feet or 0.188 acres and being part of Lot 5 of a plan entitled "Final Subdivision Plat of Section Three - Lot 5 & Residue Lot 4 for Silo Hill" and recorded among the land records of Frederick County, Maryland at Plat Book_____ Page _____

EXHIBIT A-2

Deed Description

Drainage Easement - Village Liquors & Plaza Inn

Final Subdivision Plat of Section Three - Lot 5 & Residue of Lot 4 for Silo Hill 201

Silo Hill Parkway, Emmitsburg, MD 21727

BEGINNING at a point on the northern right-of-way line of Silo Hill Parkway, at lands of Pradeep & Gopi Saini, said point being to the right 68.65 feet along the arc of a curve whose radius is 341.00 feet whose chord bears North 88 degrees 24 minutes 10 seconds East 68.54 feet from lands of Silo Road Properties LLC. Thence for a new line of division through Saini, to the right 20.26 feet along the arc of a curve whose radius is 25.00 feet whose chord bears North 14 degrees 42 minutes 59 seconds West 19.71 feet to a point. Thence continuing through same, North 8 degrees 30 minutes 1 second East 14.24 feet to a point. Thence continuing through same, South 80 degrees 41 minutes 38 seconds East 58.92 feet to a point. Thence continuing through same, South 76 degrees 53 minutes 32 seconds East 81.36 feet to a point. Thence continuing through same, South 8 degrees 30 minutes 1 second West 31.71 feet to a set iron pin on the northern right-of-way line of Silo Hill Parkway. Thence with Saini and the northern right-of-way line of Silo Hill Parkway, North 76 degrees 43 minutes 54 seconds West 78.41 feet to a set iron pin. Thence continuing with same, to the left 54.15 feet along the arc of a curve whose radius is 341.00 feet whose chord bears North 81 degrees 16 minutes 50 seconds West 54.09 feet to the place of the beginning. CONTAINING 4,366.751 square feet or 0.100 acres and being part of Lot 4 of a plan entitled

{{Final Subdivision Plat of Section Three - Lot 3 & 4 and Remainder North for Silo Hill" and recorded among the land records of Frederick County, Maryland at Plat Book 102 Page 27.

EXHIBIT A-3

EXHIBIT B
INSPECTION AND MAINTENANCE COVENANT AND AGREEMENT OF
STORMWATER MANAGEMENT FACILITIES

- . The Grantor, its successors and assigns, covenants and agrees to provide for all the maintenance of the stormwater management facilities to ensure that the facilities are and remain in proper working condition, in accordance with the approved design Plan No. _____ on file with the Town of Emmitsburg ("Grantee") and Permit No. ___ on file with Frederick County, Maryland (the "County"), and applicable standards, rules, regulations and laws. The Grantor shall perform necessary grass cutting, etc., and trash removal as part of regular maintenance.
- . Unless otherwise provided, the person or entity having legal title to the particular section of property where any facility is located is responsible for maintenance of that facility. In the event a facility is located in one or more parcels under different ownerships, the owners of the parcels are responsible for their pro-rata share of any maintenance.
- . If necessary, the Grantor, its successors and assigns, shall levy regular or special assessment against all present or subsequent owners of property served by facility to ensure that the facility is properly maintained.
- . Upon receipt of notice from the Grantee or County of any problems or deficiencies in the stormwater management facilities, the Grantor or other responsible party will correct the problems as directed by the Grantee or County. If the requested corrections are not made within thirty days, the Grantee or County may, at its discretion, perform all the necessary work to bring the facility into compliance with statutory requirements, and the Owner of the land upon which the facility is located shall be assessed for the cost of the work. If not paid within 30 days, the assessment shall create a lien on the property and may be included in the tax bill for property on which the facilities are located and collected as taxes by the Grantee or County.
- . The Grantor shall indemnify and save the Grantee and County harmless from any and all claims for damages to persons or property arising from the construction, maintenance and use of the facilities.
- . The Agreement and covenants contained herein shall apply to and bind the Grantor and its agents, successors and assigns, and shall bind all present and subsequent owners of the property served by the facilities, and on which any facility is located.
- . The Grantor shall promptly notify the Grantee and County if the Grantor transfers the maintenance responsibility for the facilities by providing a copy of the document of transfer signed by all parties.

AGENDA ITEM# 4. Approval of a confirmatory/road dedication deed for the pump station project located at 2 Creamery Road and authorize Mayor to sign on behalf of the Town for consideration: Presentation at meeting by staff.

Since the Town of Emmitsburg Addition Plat creates a new 10.0188-acre lot (combination of two existing lots), a new deed is required to be recorded. A portion of the roadway is also required to be dedicated to public use.

Property Tax ID No. 05-165040 NO TITLE EXAMINATION

CONFIRMATORY DEED AND DEDICATION TO PUBLIC USE

THIS CONFIRMATORY DEED, made this _____ day of _____, 2021, by the Board of Commissioners of the Town of Emmitsburg, a municipal corporation of the State of Maryland (the "Town").

RECITALS

1. The Town is the owner of certain real property described as "New Area, Emmitsburg East Industrial Park, LLC, L. 2225, F. 1203, containing 415,168 SQ.FT. or 9.5309 ACRES" as depicted on a plat entitled "Addition Plat-Sheet 1 of 2 and Sheet 2 of 2, EMMITSBURG EAST INDUSTRIAL PARK, LLC, ADDITIONS TO EMMITSBURG EAST INDUSTRIAL PARK, LLC" recorded in Plat Book 87 at Page Nos. 174 and 175 among the Land Records of Frederick County, Maryland; being part of the property conveyed unto the Town by a deed from Emmitsburg Industrial Park, LLC, a Maryland limited liability company, dated August 7, 2009 and recorded among the Land Records of Frederick County, Maryland at Liber 7486, folio 285 (referred to hereafter as "Lot 1").

2. The Town is the owner of certain real property described as "Town of Emmitsburg, L. 401 F. 317, L. 414, F. 333, L. 1496, F. 619" as depicted on a plat entitled "Addition Plat- Sheet 1 of 2 and Sheet 2 of 2, EMMITSBURG EAST INDUSTRIAL PARK, LLC, ADDITIONSTO EMMITSBURG EAST INDUSTRIAL PARK, LLC" recorded in Plat Book 87 at Page Nos. 174 and 175 among the Land Records of Frederick County, Maryland; being part of the property conveyed unto the Town by the following deeds: (1) from Adrian A. Martin, Irma C. Martin, B. David Martin, Jessie S. Martin, and Ima P. Martin, dated February 17, 1936 and recorded among the Land Records of Frederick County, Maryland at Liber 401, folio 317; (2) from Adrian A. Martin, Irma C. Martin, B. David Martin, Jessie S. Martin, and Ima P. Martin, dated November 10, 1938 and recorded among the Land Records of Frederick County, Maryland at Liber 414, folio 333; and (3) from David S. Weinberg and Phoenix, Inc., a body corporate of the State of Maryland, dated April 22, 1987 and recorded among the Land Records of Frederick County, Maryland at Liber 1496, folio 613 (referred to hereafter as "Lot 2").

3. The Town has added a 0.4874-acre portion of Lot 2 to Lot 1 (referred to hereafter as "Parcel A") by virtue of an Addition Plat entitled "Emmitsburg's Addition to Emmitsburg" recorded among the Land Records of Frederick County, Maryland in Plat Book_ at Page_ (the "Addition Plat").

4. The Addition Plat also depicts the remaining portion of Lot 2 to be dedicated to the Town for public use described as "DED. AREA 0.2120 Ac." (hereafter referred to as the "Dedication Area").

5. By the execution of this Confirmatory Deed, the Town wishes to describe the addition of Parcel A to Lot 1 and to dedicate the Dedication Area to public use as depicted on the Addition Plat

WITNESSETH

That for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and the mutual covenants, conditions herein recited, the Board of Commissioners of the Town of Emmitsburg does hereby grant and convey, in fee simple, unto the Board of Commissioners of the Town of Emmitsburg, a municipal corporation of the State of Maryland, its successors and assigns, all that lot or parcel of land located in the Town of Emmitsburg, Frederick County, Maryland, containing 10.0188 acres, more or less, and being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF.

TOGETHER WITH all buildings and improvements thereon, and all of the rights, ways, roads, waters, easements, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the herein described real estate unto the Board of Commissioners of the Town of Emmitsburg, its successor and assigns, forever, in fee simple.

The Board of Commissioners of the Town of Emmitsburg does further hereby grant, convey and dedicate to public use, in fee simple, unto the Board of Commissioners of the Town of Emmitsburg, a municipal corporation of the State of Maryland, its successors and assigns, all ~~the~~ lot or parcel of and located in the Town of Emmitsburg, Frederick County, Maryland, containing 0.2120 acres, more or less, and being more particularly described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE PART HEREOF.

TOGETHER WITH all buildings and improvements thereon, and all of the rights, ways, roads, waters, easements, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the herein described real estate unto the Board of Commissioners of the Town of Emmitsburg, its successor and assigns, forever, in fee simple.

The Town does hereby covenant that it will warrant specially the property hereinconveyed and that it will execute such further assurances thereof as may be requisite.

THIS DEED HAS BEEN PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION.

WITNESS the hands and seals of the Grantors the day and year first above written.

WITNESS: **TOWN OF EMMITSBURG**

_____(SEAL)
Donald N. Briggs, Mayor

STATE OF MARYLAND, COUNTY OF _____, 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, the Mayor of the Town of Emmitsburg, a municipal corporation of the State of Maryland, and did acknowledge the foregoing Confirmatory Deed to be the act of said body politic and corporate and is duly authorized to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires:

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

ROBERT F. GAUSS & ASSOCIATES, INC.

**PROFESSIONAL LAND SURVEYORS 103 EAST MAIN STREET, P.O. BOX
128 EMMITSBURG, MARYLAND 21727**

PHONE: (301) 447-2222 FAX: (301) 447-3158

GaussPLS@RFGauss.com

October 29, 2021

Description for the 10.0188 Acres tract of land of the Town of
Emmitsburg situated along Creamery Road, Emmitsburg Maryland

Beginning for the same at a point at the northwestern corner of the land conveyed by
Emmitsburg East Industrial Park, LLC unto The Town of Emmitsburg by deed dated August 7,
2009, and recorded among the land records of Frederick County in Liber 7486 Folio 285 and
shown on a plat recorded in said land records in Plat Book 87 page 174 and running with said
land the following 13 courses and distance

1. S 64°05'18" E 364.03' to a point, thence
2. S 74°11'44" E 197.86' to a point, thence
3. S 02°40'37" E 90.02' to a pipe found, thence crossing Flat Run
4. S 87°20'46" E 1053.05' to a point on the right of way line of U.S. Route 15 as shown on
S.H.A. Plat #46427, thence along said right of way
5. S 65°29'37" E 11.77' to a point, thence by a curve to the right with a Radius of 3706.719 for
an Arc Length: 144.965 Which is subtended by a cord of
6. S 22°38'09" W 144.96' to a point, thence
7. S 38°02'39" W 49.91' to a point, thence
8. S 24°39'51" W 96.74' to a point, thence
9. S 00°04'10" W 24.09' to a point, thence leaving said right of way line
10. S 88°34'09" W 339.28' to a point, thence
11. S 56°54'30" W 293.23' to a point, thence

ROBERT F. GAUSS & ASSOCIATES, INC.

**PROFESSIONAL LAND SURVEYORS 103 EAST MAIN STREET, P.O. BOX
128EMMITSBURG, MARYLAND 21727
PHONE: (301) 447-2222 FAX: (301) 447-3158
GaussPLS@RFGauss.com**

12. S 85°16'12" W 110.11' to a point on the right of way line of creamery road as shown on Plat Book 45 pages 109 & 110, thence with said last mention right of way line by a curve to the left with a Radius of 425.00' for an Arc Length of 235.641' which arc is subtended by a cord of

13. N 31°49'14" W 232.63' to a point along the southern line of Parcel "A" and shown on a record plat entitled "Town of Emmitsburg addition to Town of Emmitsburg" and intended to be recorded among said land records in Plat Book ____ page____ , thence

14. N 47°42'02" W 776.15'to a point and to include said parcel "A", Thence by a curve to the right with a Radius of 248.20' for an Arc Length of 120.59' w which arc is subtended by a cord of

15. N 33°46'55" W 119.41' to the place of beginning

Containing 10.0188 Acres of land more or less

Being all land conveyed by Emmitsburg East Industrial Park LLC unto to The Town of Emmitsburg by deed dated August 7, 2009 and recorded among the land records of Frederick County in liber 7486 folio 285 and all of the land as shown as Parcel "A" on a record plat entitled "Town of Emmitsburg addition to Town of Emmitsburg" and intended to be recorded among said land records in Plat Book ____ page____ , and conveyed unto to the Town of

Emmitsburg by deeds recorded among the land records of Frederick County in Liber 1496 Folio 613, Liber414 Folio 333 and Liber401 Folio 317

EXHIBIT B

ROBERT F. GAUSS & ASSOCIATES, INC.

**PROFESSIONAL LAND SURVEYORS 103 EAST MAIN STREET, P.O.
BOX 128 EMMITSBURG, MARYLAND 21727
PHONE: (301) 447-2222 FAX: (301) 447-3158
GaussPLS@RFGauss.com**

November 2, 2021

Description for the Dedicated area 0.2120 Acres tract of land of the
Town of Emmitsburg situated along Creamery Road, Emmitsburg
Maryland

Beginning for the same at a point located at the southern end of the North 47° 42' 02" West 414.40' line of the land conveyed by Emmitsburg East Industrial Park, LLC unto The Town of Emmitsburg by deed dated August 7, 2009, and recorded among the land records of Frederick County in Liber 7486 Folio 285 and shown on a plat recorded in said land records in Plat Book 87 page 174 Thence leaving said line and running along the right of way line of Creamery road

1. S 47° 42' 02" E 361.75 to a point, thence by a curve to the Right with a Radius of 425.00 for an Arc Length of 40.28 which arc is subtended by a chord of
2. S 44°59'20" E 40.27' to a point, thence leaving said Right of way and running with the outlines of as shown on Plat Book 45 pages 109 & 110
3. S 33°19'03" W 19.69' to a point,
thence 4. N 48°06'13" W 401.53' to a
point, thence
5. N 31°51'51" W 10.00' to a point, thence
6. N 58°08'25" E 22.30 to the place of beginning

Containing 0.2120 Acres of land more or less

Being all of the land as shown as Dedicated area on a record plat entitled "Town of Emmitsburg addition to Town of Emmitsburg" and intended to be recorded among said land records in Plat Book _____page_____, and part of the land conveyed unto to the Town of Emmitsburg by deeds recorded among the land records of Frederick County in Liber 1496 Folio 613, Liber 414 Folio 333 and Liber 401 Folio 317.

AGENDA ITEM# 5. Approval of bid to complete a water rate, sewer rate and tap fee study for consideration: Presentation at meeting by staff.

TIMELINE – WATER RATE, SEWER RATE AND CONNECTION FEE STUDY:

Tuesday, October 12, 2021 RFP available on the Town of Emmitsburg’s website.
 Tuesday, October 12, 2021 RFP published on eMaryland Marketplace.
 Tuesday, November 30, 2021 **DEADLINE:** Bids due by 4:00 p.m.
 Tuesday, December 7, 2021 *Tentative:* Bid review/approval by the Board of Commissioners.
 Friday, December 10, 2021 *Tentative:* Contractor can begin work.

RFP ADVERTISEMENT:

- Public Notice Under RFP Tab on Town’s Website: 10/12/2021 – 11/30/2021
- Notice on MML Classifieds: 10/12/2021 – 11/30/2021
- RFP Published on eMaryland Marketplace: 10/12/2021
- Public Notice on Town Facebook Page 10/12/2021
- Email sent to potential contractors (2 companies) 10/12/2021

BIDS RECEIVED (ALPHABETICAL ORDER):

Contractor:	Amount:	Notes:
Baker Tilley US, LLP	\$35,000.00	\$21,000/water;\$14,000/sewer
NewGen Strategies & Solutions	\$35,000.00	\$17,500/water;\$17,500/sewer
Smart Utility Management	\$25,000.00	

STAFF RECOMMENDATION:

Recommendation to be presented at meeting.

AGENDA ITEM# 6. Set sale price for 303 West Lincoln Avenue for consideration:
Presentation at meeting by Mayor Briggs and staff.

Based on an appraisal conducted by Michael P. Pugh as well as a recommendation by a real estate agent with extensive experience (over 50 years), the Mayor and staff recommend setting a sale price of \$625,000.

AGENDA ITEM# 7. Approval of Mayor entering into a real estate listing agreement for the purpose of selling 303 West Lincoln Avenue for consideration:
Presentation at meeting by staff and Mayor Briggs.

POSTPONED – Mayor and Staff still negotiating terms of the listing agreement.

AGENDA ITEM# 8. TENTATIVE - Approval of the sewer connection agreement with 502 East Main Street and authorize Mayor to sign on behalf of the Town for consideration: Presentation at meeting by staff.

SEWER CONNECTION AGREEMENT

It is this ____ day of December, 2021, hereby agreed between the Town of Emmitsburg (“Town”) and Marcasa Holdings, LLC (“Marcasa”), for good and valuable consideration as set forth below, that Town will install a lateral sewer line from the Marcasa building, and a line from the Marcasa property boundary to the Town sewer system.

WHEREAS, a disconnection from the Marcasa building, located at 502 East Main Street, more fully described in the land records of Frederick County, Maryland at Liber 15036, Folio 218 (hereafter the “Marcasa Property”) to the Town system may have occurred; and

Whereas, rather than dispute who has the obligation to correct or repair any connection errors, defects, or cause of damage, the Town has agreed, at its cost and expense, to install a new sewer line from the building to the Town sewage collection system; and

Whereas, Marcasa has agreed not to seek reimbursement from the Town for paid sewer fees, if any; it is now, therefore,

AGREED AS FOLLOWS:

1. The foregoing Whereas clauses are incorporated herein by reference.
2. The Town shall install a sewer lateral line from the Marcasa building to the Town mainline located along East Main Street in the area generally depicted on Exhibit A (hereafter described as the “Work”).
3. The Work shall also include installing a new lateral line coming from the east side of the structure to the property line and shall extend the line beyond the property line to the Town Main Sewer Line located in the area as shown on the attached Exhibit A connecting to the line under East Main Street.
4. The Work will be conducted within the general area depicted in Exhibit A attached hereto.
5. The Work shall **not** include the hook up of the line within the building. The details of the Work to be performed are reflected in Exhibit B attached hereto. No other work is contemplated except as set forth herein.
6. The Town will provide advance notice of the dates and times of the Work.

7. The work will be performed by the Town's contractor, KelCo Plumbing and Backhoe Service, LLC at the Town's expense
8. The Town will indemnify Marcasa from any damage to the property caused by the Contractor.
9. The Town will restore the Marcasa property following completion of work to the extent described in Exhibit B and any damage to the property incurred during construction. Portions of the asphalt parking area will be replaced to the same depth as the remaining area and the surface will be consistent with the existing area.
10. Marcasa acknowledges and agrees that it shall make the property reasonably accessible for the Town to conduct the repairs set forth herein.
11. Except for obligations of the Town as described herein, Marcasa hereby releases the Town from any claims relating to the sewer charges assessed by the Town against the Marcasa property and from any claims relating to the sewer connection from the Marcasa building to the property line; known or unknown, suspected or unsuspected from the beginning of time to the completion of the work described herein.
12. Except for obligations of Marcasa as described herein, the Town hereby releases Marcasa from any direct claims asserted by the Town relating to the sewer connection from the Marcasa building to the Town system; known or unknown, suspected or unsuspected from the beginning to time to the completion of the work described herein. For purposes of clarification, such release does not: (i) bar the Town from impleading Marcasa in the event a suit is brought against the Town by Third Party; (ii) create any obligation by the Town at common law or otherwise to indemnify Marcasa from any claims asserted by a third party against Marcasa; and, (iii) include Marcasa's continuing obligation to pay future sewer charges assessed by the Town or its obligation to maintain its lateral lines and systems located on its property.
13. As a condition of this Agreement, Marcasa acknowledges that it shall not seek any refunds for monies paid to the Town for water and sewer service.
14. Following completion of the work described herein, it shall be Marcasa's obligation to maintain the sewer lines located within its property boundaries. This Agreement shall not be construed as including any continuing obligation by the Town to maintain the Marcasa lateral line or sewer systems within the Marcasa Property boundaries. Nor shall this Agreement be construed as creating any indemnification obligation at common law or otherwise by the Town to Marcasa for any claims that may be asserted against Marcasa by third parties.

15. Marcasa acknowledges and agrees that this agreement is unrelated to and has no bearing on the number of taps (ERUs) available to Marcasa and that should Marcasa require additional taps or (ERUs), it shall do so at its own cost and expense.
16. The parties recognize that this is a resolution of disputed claims, and neither party acknowledges any liability to the other in connection with the Marcasa sewer system connections.
17. Any disputes relating to the parties' obligations hereunder shall be resolved in the courts of Frederick County, Maryland, and all parties hereto SHALL WAIVE ANY RIGHT TO TRIAL BY JURY.
18. Neither party has offered anything to the other that is in addition to the respective obligations set forth in this Agreement and this Agreement represents an integrated whole. No promises outside the scope of this Agreement were made to any party as an inducement to enter into this Agreement.

ATTEST:

MAYOR, TOWN OF EMMITSBURG

By: _____
Cathy Willets, Town Manager

By: _____
Donald N. Briggs, Mayor

Reviewed for Legal Sufficiency:

By:  _____
Leslie A. Powell, Town Counsel

WITNESS:

MARCASA HOLDINGS, LLC

By: _____
Managing Member

~~AGENDA ITEM# 9. TENTATIVE Approval of a stormwater management deed of easement for the pump station project located at 2 Creamery Road and authorize Mayor to sign on behalf of the Town for consideration: Presentation at meeting by staff.~~

REMOVED

M. SET AGENDA FOR NEXT MEETING: MON. JANUARY 3, 2022 AT 7:30 PM

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

Administrative Business:

- A.
- B.
- C.