

TOWN OF KEEDYSVILLE, MARYLAND

"Where Northern Thrift and Personality Blend with Southern Charm and Hospitality"

P.O. Box 359
19 South Main Street
Keedysville, MD 21756
301-432-5795
www.keedysvillemd.com



Ken Lord, Mayor
Brandon Sweeney, Assistant Mayor
Judy Kerns, Council
Matthew Hull, Council
Sarah Baker, Council

Water Commission Minutes August 4, 2021

Approved

The monthly meeting of the Keedysville Water Commission was called to order at 7:22pm with the following present: Mayor Ken Lord, Assistant Mayor Brandon Sweeney, Council Members Judy Kerns and Matt Hull, Town Attorney Ed Kuczynski, Town Administrator Rick Bishop, and Assistant Town Administrator Lisa Riner.

The minutes for the July 7, 2021 meeting were approved.

General Fund report was \$58,133.06.

Mayor Lord read the announcements listed on the agenda.

Mr. Sweeney introduced quotes from Glessner to install an alarm system at the water tower. Mr. Hull inquired as to why an alarm system would be needed at the water tower. Mr. Bishop suggested to bring it up at the next Boonsboro Keedysville Water Board meeting to get more input.

Mr. Bishop said all the faulty water meters have been replaced. There are other meters that still need to be changed out to the new type. Mr. Bishop ordered more meters and is working on getting the meter lids we already own altered to fit the different type of antenna. Mr. Bishop said it's much cheaper to get the lids altered than to buy new ones.

Justin Holder sent an email on Thursday, July 8. It concerns things that happened at the March 2020 water board meeting. He is saying there is some malfeasance going on and problems with the easement. The email and its attachments will be included with the minutes of the meeting.

Mr. Holder said he wants to work with the Town to get the utilities installed. He's been waiting for over four years.

Meeting adjourned at 7:29pm.

Respectfully Submitted,
Lisa Riner
Assistant Town Administrator

From: Justin Holder <jholder2004@gmail.com>
Sent: Thursday, July 8, 2021 4:50 PM
To: bsweeney@keedysvillemd.com
Cc: Town Hall; Town of Keedysville; Iriner@keedysvillemd.com; klord@keedysvillemd.com; mhull@keedysvillemd.com; sbaker@keedysvillemd.com; jkerns@keedysvillemd.com
Subject: Re: The Easement - August Meeting Comment/Question- Water Board -please post
Attachments: 4B2D97A2-E668-C1BD-90E3AE451754C931.pdf; Jeremy Mose Documents (dragged).pdf; Jeremy Mose Documents (dragged) 2.pdf

Please post this version if the Town would be so kind. My dyslexia is a challenge for others to read. I can read something 3 times and never see the small grammatical errors. I apologize for the inconvenience and do really appreciate the town giving me a voice of redress. Thank You

Mr. Sweeney,

Thank You

I appreciate the clarification of the March 2020 Water Board meeting minutes by adding my letter to the minutes during the July meeting in 2021. I have heard too many times that I do not have water because I will not pay the bill. I have not gotten a bill and I assure you cost is not the issue.

Small Town rumors are very frustrating and residents look to the Town for guidance. The Town Council are our Shepherds, and the flock has placed their trust in the town. The Truth is important, facts are important, and keeping the record straight for future generations is priceless.

The March Water Board Meeting

While cost was discussed at the meeting in March of 2020 90% of the March meeting concerned lack of easement or right-of-way to install utilities. I have not received a formal response to that part of the meeting. I have been patiently working with the Government in Good Faith to determine the answer to the Question posed in March 2020.

Ministerial Duty of the Town to perform Governmental Function

There has been a request for Water and Sewer to 25, 28 and 30 Antietam Drive properties for 3 going on 4 years. As of this day those "Mandatory Utilities" the town of Keedysville "as a Public Municipality, is required to provide safe drinking water and sewer service to all residences that request the same" are not "ready to serve" *Ken Lord January 23rd, 2020 letter to Jeremy Mose* and citing *Quit Claim deed Liber 6366 Folio 359 from Department of Natural Resources* attached to this email. Please take the time to specifically explain my error if these quotations from Land Records and the Mayor are Ambiguous.

Since that time I have purchased property behind and around Stonecrest subdivision. I have also requested Water and Sewer service to that property. I have the resources to immediately pay the connection charge upon a "ready to serve" notice and the taps physically installed upon my property. I made the request to drill a well/dig septic in June 2020 and was denied because I was in the Town Water "w1/s1" District. It has been a full year and I still do not have clean drinking water on my property.

The Easement(s)

While I firmly disagree that the Department of Natural Resources has any right to restrict installation of utilities such as water and sewer across the "Abandoned Railroad", the attached Right-of-Way Deed referenced above appears to give the town the unrestricted right to install utilities.

Furthermore the Town has in its possession as of June 15th, 2020, according to Jack Stiech of Antietam Title, a report on the "wagon road" known in 1961 according to the Town Minutes as "Harries Lane ". This easement as a Public Road ; and to my understanding carries the right to install utilities under the bed of the roadway. Furthermore Plat 8292 filed in Washington County Land Records shows a utilities easement in between all lots of the Stonecrest subdivision. And Lastly since at least 1963 the Town of Keedysville has been reporting to State Highway Administration (Formerly the State Roads Commission) that Antietam Drive is a Municipal Road .16 miles from Main Street that crosses the Abandoned Railroad (1976 revision to State Highway Inventory Report "crossed out" Railroad as Abandoned) and receiving Federal Highway User Revenue to maintain and improve the Road as a 30 foot wide road by Law and Municipale Ordinance.

If there is still "NO Easement" as the Mayor and Political Body proclaimed in the spring of 2020 please let me know, and please update me on what the Town is doing to obtain the Easement.

Malfeasance/Nonfeasance

The Town to this day has still not completed the installation of utilities. The residents of Antietam Drive have spent 100's of thousands of dollars in drawings, roadway relocation, electric upgrades, and legal fees, yet still no utilities after almost 4 years. I assure you money is not the issue. The Law requires the Town to Install the Utilities, if that is ambiguous please take the time to specifically explain the problem as I have above requested.

Why is cost even being discussed?

The Easement does not appear to be a problem. The Law is unambiguous and so are the Mayor's words. Mayor Lord signed his name on January 23rd, 2020 Letter to Jeremey Mose and on March 18th, 2020 Mayor Lord signed the DNR Easement Agreement. The Connection Fees are to be paid within 60 days after hookup per Md Annotated Code Environmental Article 9-658(g)(1), and it does not appear residents have a choice to pay or not pay per Environmental Article 9-658 (posted below signature for reference). Wherefore Cost can not possibly be a factor in the installation of Mandatory Utilities to Town Residents who request the same.

It is further inappropriate for the Town to Publicly infer Cost is the issue. A Residents private finance is not the business of the Town. If cost was a problem I would certainly hope the Town would assist a resident in obtaining clean drinking water, rather than just tell them no, you can not afford it! I am personally very disappointed to see the Town publicly publish any statements about the private affairs of residents. These statements had no value to the common good, and served no purpose other than to deflect from the Town's failure to do its job of installing utilities.

Conclusion

Mr. Sweeney, please include my letter and comments with the Water Board Minutes. Please formally state any disagreement that the Town is responsible for providing Water and Sewer Service to properties in Town Limits and 4 properties have requested the same. I will accept a lack of response as acceptance of the aforesaid statement as fact and Law.

Furthermore the Town of Keedysville does have an easement and allocation for the 4 properties, and there is no reason the utilities can not be installed.I will accept a lack of response as acceptance of the aforesaid statement as fact and Law.

Wherefore Further Delay in the installation of Utilities is a constructive denial of Utility Service to Residents and NonFeasance or Malfeasance of a Governmental Function, the first being a civil matter and the latter being a criminal matter.

I am certainly not one to accuse a man or point fingers. I have looked under every rock for a reason why these utilities are not installed and can find none. I will not accept the Town blaming Cost as an issue as it is not legally possible. The Utilities are Mandatory and I must pay the Connection Fees, I do not dispute and have not disputed that. So if I missed something, if I did not look hard enough, please just address this letter at the August meeting. I think it is absurd for me to continue to dig and waste enormous resources trying to determine why; "The Reason that the [Utility] services were not initially installed is unknown." *Ken Lord January 23rd, 2020* Letter to Jeremy Mose attached. Instead I would simply ask for you to provide a logical explanation as to why the Utilities can not be installed now, or if not please stop "kicking the can" and complete the 4 year long project that has been dragging along.

Respectfully,

Justin Holder

2019 Maryland Code

Environment

Title 9 - Water, Ice, and Sanitary Facilities

Subtitle 6 - Sanitary Commissions

Part VI - Operation of Districts

§ 9-658. Levy and collection of benefit assessments

Universal Citation: [MD Env Code § 9-658 \(2019\)](#)

(a) When the sanitary commission has determined a benefit assessment, and except as otherwise provided in this section, the sanitary commission shall levy a benefit assessment, so that the levy will be effective on the July 1 that next follows the first March 31 that occurs on or before which the construction is completed on the project for which the benefit assessment is made.

(b) (1) The Allegany County Sanitary Commission may make the levy of a benefit assessment effective on the date on which the construction is completed on the project for which the benefit assessment is made.

(2) If the Allegany County Sanitary Commission makes a levy on the date on which the construction is completed, it shall prorate the levy on the basis of the benefit assessment for an entire year and the time remaining until July 1.

(c) (1) The Dorchester County Sanitary Commission may make the levy of a benefit assessment effective on the date on which:

- (i) The construction is substantially completed; or
- (ii) The system is in use for the project for which the benefit assessment is made.

(2) If the Dorchester County Sanitary Commission makes a levy on the date on which the construction is substantially completed or when the system is in use, it shall prorate the levy on the basis of the benefit assessment for an entire year and the time remaining until July 1.

(d) While unpaid, benefit assessments and other charges are a lien on the parcel for which made.

(e) The lien granted by this section is subordinate only to State taxes and municipal taxes.

(f) (1) As to each lien that arises against a parcel in the district, the sanitary commission shall keep a public record that:

- (i) Identifies the owners of the parcel;
 - (ii) Describes the parcel and gives any lot number of record that applies to the parcel;
- and
- (iii) Shows the amount of the lien.

(2) The sanitary commission shall file the record of liens among the land records of the county where the parcel is located.

(3) The record of liens shall be legal notice of all existing liens in the district.

(g) (1) To enforce the collection of unpaid benefit assessments or other charges that are at least 60 days overdue, the sanitary commission, at any time, may:

(i) Sue any person who was an owner of record of the parcel at any time since the benefit assessment was last paid; or

(ii) File a bill in equity to enforce a lien through a decree of sale of property against any person who was an owner of record of the parcel at any time since the benefit assessment was last paid.

(2) In addition to the actions that the sanitary commission may take under paragraph (1) of this subsection, in Allegany County, Dorchester County, Garrett County, and Somerset County, the sanitary commission may disconnect the service.

(3) When recorded, the lien is legal notice to any person who has any interest in a parcel.

(h) (1) The governing body of Kent County may authorize by local law the sale of real property to enforce a lien based on unpaid benefit assessments or other charges under this subtitle. The procedures for establishment, notification, and enforcement of a lien authorized by the governing body in accordance with this subsection shall conform to the provisions of Chapter 152 of the Code of Kent County, governing collection of real property taxes in arrears.

(2) If the sale of real property is authorized under paragraph (1) of this subsection, in addition to any remedy under subsection (g) of this section, the sanitary commission may request that the county tax collector conduct a sale of real property to enforce a lien at a county tax sale in accordance with the same procedures governing the sale of property for delinquent property taxes and the county tax collector may conduct the sale.

(i) (1) In addition to any remedy under subsection (g) of this section, in Allegany County, Dorchester County, and Somerset County, the sanitary commission may request the county tax collector to conduct a sale of real property to enforce a lien representing any unpaid benefit assessment or other charges under this subtitle at a county tax sale in accordance with the same procedures governing the sale of property for delinquent property taxes.

(2) In Allegany County, the tax collector in Allegany County may conduct a county tax sale for the purpose of enforcing a lien as specified in paragraph (1) of this subsection.

(3) In Dorchester County, the tax collector in Dorchester County may conduct a county tax sale for the purpose of enforcing a lien as specified in paragraph (1) of this subsection.

(4) In Somerset County, the tax collector in Somerset County may conduct a county tax sale for the purpose of enforcing a lien as specified in paragraph (1) of this subsection.

Tax ID # 19-012212

Weverton-Roxbury Rail Trail
 Town of Keedysville
 2018-DNR-156
 Water and Sewer Line Installation
 Washington County

QUIT CLAIM EASEMENT AGREEMENT

18th day of March, 20 20, by and between the **STATE OF MARYLAND TO THE USE OF THE DEPARTMENT OF NATURAL RESOURCES**, ("GRANTOR"), and the **TOWN OF KEEDYSVILLE**, a body corporate and politic of the State of Maryland ("GRANTEE").

WITNESSETH, THAT WHEREAS GRANTOR claims ownership interest of all that land, situate and lying in Washington County, Maryland, pursuant to that quit claim deed dated September 6, 1991, from CSX Transportation, Inc. to GRANTOR and recorded among the Land Records of the aforesaid County in Liber 1015, folio 796 (the "Quit Claim Deed"), and further described therein (the "Land"); and

WHEREAS, the Land includes portions of that abandoned rail line property now utilized as a hiking trail and known as the Weverton-Roxbury Rail Trail located within the South Mountain Recreation Area (together, the "Park"); and

WHEREAS, GRANTEE, as a public municipality, is required to provide safe water and sewer services to all residences that request the same; and

WHEREAS, GRANTEE wishes to install a water and sewer line to a residential enclave located in the Town that is not currently served by public water and sewer, but relies on cisterns; and

WHEREAS, in the interest of public health and safety, GRANTEE has requested that GRANTOR convey to GRANTEE a perpetual easement in, over and through a portion of the Land for and only for the purpose of the construction, placement, use, maintenance, and repair of a water and sewer line (the "Work") in that area consisting of approximately **0.01687 acres** of land, more or less, located on a portion of the bed of the Rail Trail (the "Easement"); and

WHEREAS, GRANTOR is willing to grant such Easement to GRANTEE, on a portion of the Land lying within the property identified on Washington County Tax Map 721 as Parcel 430, in that area more particularly described in **Exhibit A** (the "Easement Area"), to the extent to which GRANTOR has the right to do so pursuant to rights obtained under the Quit Claim Deed, and under upon the terms and subject to the conditions which are hereinafter set forth; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the payment of the sum of **One Hundred Dollars (\$100.00)** by GRANTEE to GRANTOR and the mutual entry into this Agreement by the parties hereto, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, the parties hereto agree as follows:

SECTION 1. Incorporation of Recitals.

The Recitals set forth above are hereby incorporated in and made a part of the Agreement.

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 6366, p. 0359, MSA_CE18_6318. Date available 09/22/2020. Printed 07/08/2021.

000508

SECTION 2. Grant of Easement.

2.1. GRANTOR hereby quit claims to GRANTEE, subject to all restrictions, covenants, instruments and matters of public record or in fact, and upon the terms and conditions contained herein, a non-exclusive easement (the "Easement") in the Easement Area, consisting of **0.01687 acres** of land, more or less, as shown on the plans attached hereto as **Exhibit A** and made a part hereto, for and only for the purpose of installing a waterline across the bed of the Rail Trail a minimum of 36 inches in depth to provide public water and sewer services to residents of the Town of Keedysville (the "Work")

2.2. GRANTEE shall have the right of ingress or egress to the Easement Area along existing roadways and lanes.

2.5. The granting of this Easement does not convey to GRANTEE any interest in or to any mineral rights.

2.6. GRANTOR reserves the right to continue to use the Land and the Easement Area for any purpose, provided GRANTOR'S use of the Easement Area does not materially interfere with GRANTEE'S Easement.

SECTION 3. Use of Easements.

3.1. GRANTEE'S use of the Easement and the Easement Area, including the construction, installation, maintenance, repair, replacement or use of any improvements in the Easement Area shall be done only in accordance with all applicable Federal, State and local laws, ordinances, and regulations. GRANTEE shall contact Miss Utility prior to installation of the public utility in accordance with the *2010 Maryland Underground Facilities Damage Prevention Law*. GRANTEE shall utilize magnetic marking tape during installation of the public utility to assist with future location, a minimum of 36 inches in depth is required.

3.2. GRANTEE shall be responsible for obtaining, at its sole cost and expense, all permits, licenses, inspections and approvals required for its use of the Easement and the Easement Area. The granting of this Easement does not imply exemption to or approval of any permit requirements of the Department of Natural Resources. GRANTEE shall deliver to GRANTOR copies of all necessary permits, licenses, inspections and approvals, prior to taking any action requiring such permit, license or approval.

3.3. Any improvements required to be constructed in the Easement Area for GRANTEE'S use of the Easement, shall be constructed by GRANTEE at GRANTEE'S sole expense, and in compliance with plans and specifications approved in advance by GRANTOR. GRANTEE agrees that any and all cutting of timber and clearing of the Easement Area will be reviewed and inspected by the Area Manager (as defined in the Notice provision below), before any work is initiated, to ensure that all such cutting, etc., is within the approved Work area.

3.4. GRANTEE shall employ sediment and erosion control devices, as well as best management practices, to ensure site integrity.

3.5. GRANTEE shall establish procedures with the Area Manager prior to commencement of the Work to ensure minimal interference to operations at the Park and minimal inconvenience to Park patrons, including, but not limited to the installation by GRANTEE of flagging and appropriate signage to advise Park patrons as to potential site hazards, security precautions to be taken and/or necessary detours. Signage indicating construction activity/potential closure periods shall be posted. All signs posted shall include contact information for a representative of GRANTEE that is familiar with the project. Flagging and signage shall be removed when Work is completed and disturbed areas on State parkland restored, where applicable.

3.6. GRANTEE agrees that there shall be no use of, nor spraying of, pesticides and/or herbicides, nor use of spray paint by GRANTEE, its employees, agents, consultants and contractors on the Land or the Easement Area.

3.7. GRANTEE agrees that there shall be no burning, burial or disposal by GRANTEE, its employees, agents, consultants and contractors of any waste or excess materials of any kind on the Land or the Easement Area. GRANTEE agrees that no waste will be left in the Easement Area or in visible public areas.

3.8. GRANTEE agrees that any solid waste, including, but not limited to: construction, demolition and land clearing debris generated from the Work must be properly disposed of at a permitted solid waste acceptance facility, or recycled if possible.

3.9. GRANTEE agrees that if materials and/or waste deemed hazardous or toxic by either Federal or State regulatory entities are discovered during the performance of Work GRANTEE shall immediately notify GRANTOR of this and stop work until receiving directions from GRANTOR. Within ten (10) calendar days of disposing of any waste deemed hazardous or toxic by either Federal or State regulatory entities, GRANTEE shall provide GRANTOR with written evidence and/or receipts confirming proper disposal of all such materials and/or waste removed from the Easement Area.

3.10. GRANTEE agrees that if the Work or use of the Easement will generate or handle hazardous wastes, GRANTEE'S activities on the Land and the Easement Area shall be in compliance with the Waste Diversion and Utilization Program (the "Program") guidelines and that GRANTEE shall contact the Program before any work is initiated, to ensure that all such work will be conducted in compliance with applicable State and federal laws and regulations.

3.11. GRANTEE shall take any and all precautionary measures to ensure the protection of sensitive and threatened/endangered species and habitats of both flora and fauna.

3.12. Following performance of any work, GRANTEE shall restore the Easement Area to a condition equal to or better than that which existed prior to the start of the Work, or to conditions as specified by the Area Manager. All disturbed vegetated areas shall be restored using a native meadow seed mix.

SECTION 4. Maintenance.

4.1. GRANTEE shall, at its sole expense, at all times maintain the Easement Area in good order and repair, including all necessary maintenance and repair of, and replacements to improvements situated on the Easement Area; provided, however, that any ground disturbance shall be subject to and conditioned upon prior review and approval by the Area Manager.

4.2. In the event the Land, the Easement Area or any improvements situated thereon are damaged as a result of GRANTEE'S exercise of the Easement or use of the Easement Area, GRANTEE shall promptly restore and repair such damage, so that such damaged area is in as good or better condition than it was immediately before such damage occurred.

SECTION 5. Indemnification and Insurance.

5.1. **Indemnification.** To the extent permitted by law, and subject to available appropriations, GRANTEE shall be responsible for, and shall defend, indemnify and hold harmless the State of Maryland and the Department of Natural Resources, and its members, officers, agents, and employees against and from, any and all liability or claim of liability for personal injury, death or property damage (including reasonable attorneys' fees) arising out of the use, occupancy, conduct, operation or management of the Easement Area by GRANTEE or

its agents, contractors, servants, employees, licensees, or invitees including but not limited to:
 (a) any breach or default by GRANTEE in performing any of its obligations under the provisions of this Agreement or applicable law, or (b) any negligent or intentionally tortious act or omission.

5.2. Insurance. GRANTEE shall insure that all of its contractors and subcontractors (hereinafter "Contractors") shall purchase and maintain comprehensive third-party legal liability insurance and other such insurance as is appropriate for the work to be performed. Contractors shall be responsible for the maintenance of this insurance whether the work is performed directly by the Contractor, by any subcontractor, or by anyone for whose acts the Contractors may be liable. Should for any reason the Contractors not provide these insurance coverages, GRANTEE agrees to fully indemnify and hold GRANTOR harmless for any and all such coverages to be provided. This insurance shall include protection for:

- i. Claims arising from Worker's Compensation statutes or similar employee benefit acts, and third-party legal liability claims arising from bodily injury, sickness and disease, or death of Contractors' employees. The minimum limits of such coverage shall be as required by law.
- ii. Third-party legal liability claims against the Contractors arising from the operations of the Contractor, subcontractors and suppliers with such protection extended to provide comprehensive coverage, including personal injury, completed operations, explosion and collapse hazard, and underground hazard. The minimum combined limit for personal injury and property damage liability shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- iii. Third-party legal liability claims arising from bodily injury and/or damage to property of others from the ownership, maintenance or use of any motor vehicle, both on site and off site. The minimum combined limit for personal injury and property damage liability shall be: \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

5.3. All commercial liability insurance required shall name the State of Maryland as an additional insured on the policies. All insurance required shall be purchased and maintained with a company or companies lawfully authorized to do business in the State of Maryland. Such insurance shall be for limits of liability as specified for the project or legally required, whichever is greater. All required insurance policies, other than for Workers' Compensation insurance and motor vehicle insurance, shall provide thirty (30) days prior written notice of any material change, cancellation, or non-renewal to the Maryland Department of Natural Resources (hereinafter the "Department") as follows:

Department of Natural Resources
 580 Taylor Avenue, E-4
 Annapolis, Maryland 21401
 Attn: Land & Property Management

5.4. GRANTEE shall insure that each Contractor shall indemnify the State of Maryland and save it harmless from and against any and all claims, judgments, damages, settlements, costs, liability, suits and expenses, including reasonable attorney's fees, arising in any manner from the said Contractor's exercise of the rights and privileges granted in this Agreement. GRANTOR agrees to notify GRANTEE of any suits or claims within forty-five (45) days of GRANTOR's receipt of notice of such suits or claims.

5.5. GRANTEE, its employees, agents, consultants and contractors, shall not place, hold, store, discharge, deposit, release or dispose of any Hazardous Material, as herein defined, under, at or in the Land or Work Area. "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in, or for the purpose of, the Comprehensive Environmental Response, Compensation and Liability Act 1980, 42 U.S.C. 9601 et seq., as amended, any so-called "Superfund" or "Superlien" law, the Toxic Substance Control Act, 15 U.S.C. 1601 et seq., or any other Federal, State, or local statute, law, ordinance,

code, rule, regulation, order or decree relating to imposing standards of conduct regarding, or imposing liability for hazardous substances, materials or waste. GRANTEE shall insure that each Contractor shall agree to reimburse, indemnify and hold harmless the State of Maryland, its officers, employees, agents, successors and assigns from and against any damage, liability, loss, penalty, charge, cost, deficiency (including but not limited to costs and expenses incident to monitoring, remedial actions, proceedings or investigations or the defense of any claim) arising out of, resulting from, or related to any failure of the Contractor to perform or observe any term or provision to be performed or observed by the Contractor as set forth in this paragraph and to pay the State of Maryland, its officers, employees, agents, successors and assigns on demand the full amount of any sum which the State of Maryland, its officers, employees, agents, successors and assigns pays or becomes liable to pay on account of such failure of the Contractor.

5.6. If any damage or casualty is caused to the Work Area and/or the remaining lands of GRANTOR by an act or omission by GRANTEE, its employees, agents, consultants and contractors (including subcontractors), then GRANTEE shall be responsible for any payments for such damage or casualty required in connection with the State Insurance Program as set forth in the Maryland State Finance and Procurement Article.

SECTION 6. Assignment.

6.1. GRANTEE shall not be permitted to transfer its rights and obligations under this Agreement without obtaining the prior written consent of GRANTOR and the State of Maryland Board of Public Works.

6.2. GRANTEE further understands and agrees that it shall have no authority, expressed or implied, to create or place any lien or encumbrance of any kind or nature upon GRANTEE'S interest in the Easement Area.

SECTION 7. Default

7.1. GRANTOR reserves the right to order the immediate cessation of work in the event that GRANTEE fails to abide by any condition contained herein or any conditions or requirements contained in permitting procedures, and fails to take corrective action within twenty-four (24) hours after receiving telephonic notification from GRANTOR, or fails to diligently pursue such corrective action thereafter until completion.

7.2. In the event that GRANTEE fails to perform all necessary maintenance, repair of and replacement of the Land and Easement Area, as required by this Agreement, and such failure is not cured within ten (10) days after GRANTEE is given written notice thereof from GRANTOR, GRANTOR may enter upon the Easement Area and take whatever steps it deems reasonably necessary to maintain the Easement and the Easement Area, and GRANTEE shall reimburse GRANTOR for all reasonable costs incurred as a result of such maintenance. In the event GRANTEE defaults in performing any of its obligations under this Agreement, and the default remains uncured for a period of thirty (30) days after GRANTOR provides written notice of the default to GRANTEE, GRANTOR may terminate this Agreement, as set forth below.

7.3. In the event GRANTEE either abandons, or ceases to use the Easement for the purpose specified herein for a period of ninety (90) days or more, or in the event of a default by GRANTEE which is not cured within the applicable grace period as set forth above, GRANTOR shall have the right to enter and take possession of the Easement Area, and terminate all right, title and interest of GRANTEE in the Easement Area. In such event, GRANTEE shall, immediately upon GRANTOR'S request, execute in recordable form, an appropriate release of GRANTEE'S rights hereunder.

7.4. Nothing contained in this Agreement shall be interpreted as a waiver or limitation of any rights or remedies which GRANTOR may have in law or in equity.

SECTION 8. General.

8.1. **Effectiveness.** This Agreement shall become effective on and only on its execution and delivery by each party hereto and the State of Maryland Board of Public Works.

8.2. **Complete Understanding.** This Agreement represents the complete understanding between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties, statements or agreements between the parties hereto as to the same. No inducements, representations, understandings or agreements have been made or relied upon in the making of this Agreement, except those specifically set forth in the provisions of this Agreement. Neither party hereto has any right to rely on any other prior or contemporaneous representation made by anyone concerning this Agreement which is not set forth herein.

8.3. **Amendment.** This Agreement may only be amended by an instrument executed and delivered by each party hereto and the State of Maryland Board of Public Works.

8.4. **Applicable Law.** This Agreement shall be given effect and construed by application of the law of Maryland.

8.5. **Notices.** It is agreed that all notices that are required to be given by either party to the other may be either personally delivered or sent by registered or certified mail, return receipt requested, properly addressed and postage prepaid to the addressee for the parties herein given unless another address shall have been substituted for such notice in writing. Such notice shall be addressed or delivered to:

GRANTOR: State of Maryland Department of Natural Resources
580 Taylor Avenue, E-4
Annapolis, MD 21401
Attn: Land & Property Management

AREA MANAGER: South Mountain Recreation Area
21843 National Pike
Boonsboro, MD 21713
Attn: Mary Ironside, Park Manager
(301) 791-4656
Mary.Ironside@maryland.gov

GRANTEE: Town of Keedysville
P.O. Box 359
Keedysville, MD 21756
Attn: Town Manager

Such notice shall be deemed to have been duly given on the second business day after the same has been mailed by registered or certified mail, return receipt requested, or on the day when hand delivered against receipt.

8.6. **Exhibits.** Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

8.7. Recordation. In the event GRANTEE is required by GRANTOR to have this Easement recorded in the County in which the Easement Area is located, GRANTEE will be liable to pay any and all transfer taxes and/or recordation taxes.

8.8. No Title Search Conducted. The parties hereto acknowledge that title has not been searched and the GRANTOR makes no representations as to any other matter that may affect the areas of land for which this Agreement is being granted.

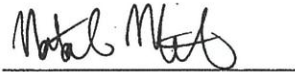
8.9. Waiver. It is particularly understood and agreement that in the event of a waiver at any time by Grantor of any particular covenant or condition of this Agreement, said waiver shall extend to the particular incident or case only and in the manner specified and such waiver shall not be construed or understood as applying to or waiving in any manner any further or other rights hereunder of any character whatever.

8.10 Parties to be Bound. This Agreement shall be binding upon, and shall inure to the benefit of, the respective heirs, personal representatives, successors and assigns of the parties hereto.

8.11. Entire Agreement. This Agreement, including the exhibits attached hereto, shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, each party hereto has executed and ensealed this Agreement or caused it to be executed and ensealed on its behalf by its duly authorized representative, the day and year first above written.


WITNESS:



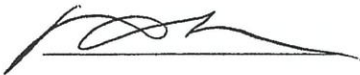
GRANTOR:

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES

By:

 (SEAL)
Name: Nita Settling
Title: Acting Assistant Secretary

WITNESS:



GRANTEE:

TOWN OF KEEDYSVILLE

By:

 (SEAL)
Name: KEN LORD
Title: MAYOR OF KEEDYSVILLE

[SIGNATURES CONTINUE ON NEXT PAGE]

Approved as to legal form and sufficiency this 7th day of January, 2020

Janice M. Setren
Janice M. Setren, Assistant Attorney General

BOARD OF PUBLIC WORKS OF THE STATE
OF MARYLAND

By: Boyd K. Rutherford, Jr. (SEAL)
Lawrence J. Hogan, Jr., Governor
Boyd K. RUTHERFORD

ATTEST:

John I. Gentrup
Name: John I. Gentrup
Title: Executive Secretary

By: Nancy K. Kopp (SEAL)
Nancy K. Kopp, Treasurer

By: _____ (SEAL)
Peter Franchot, Comptroller

Approved by the Board of Public Works of the State of Maryland at a meeting held on the
18th day of March, 2020 as Item No. 32-RP on the Department of General Services
Agenda.

John I. Gentrup

~~STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:~~

I HEREBY CERTIFY that, on this _____ day of _____, 20____
before me, the subscriber, a Notary Public of the State and County aforesaid, personally
appeared LAWRENCE J. HOGAN, JR., Governor, NANCY K. KOPP, Treasurer, and PETER
FRANCHOT, Comptroller, constituting the Board of Public Works of the State of Maryland,
known to me (or satisfactorily proven) to be the persons whose names are subscribed to the
within _____, who signed the same in my presence and
acknowledged that they executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: _____

[NOTARY PAGE CONTINUES]

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 8th day of September, 2020, before me the subscriber, a Notary Public of the State of Maryland, personally appeared Lawrence J. Hogan, Jr. ~~Hogan, Jr.~~ BOYD K. RUTHERFORD, Governor of the State of Maryland, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, who signed the same in my presence and acknowledged that he executed the same for the purposes therein contained and in the capacity therein stated.

As WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
My Commission Expires: 2/14/22

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 9th day of September, 2020, before me the subscriber, a Notary Public of the State of Maryland, personally appeared Nancy K. Kopp, Treasurer of the State of Maryland, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, who signed the same in my presence and acknowledged that she executed the same for the purposes therein contained and in the capacity therein stated.

As WITNESS my hand and Notarial Seal.

Nichelle Rind
Notary Public
My Commission Expires: 4/9/2023

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2020, before me the subscriber, a Notary Public of the State of Maryland, personally appeared Peter Franchot, Comptroller of the State of Maryland, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, who signed the same in my presence and acknowledged that he executed the same for the purposes therein contained and in the capacity therein stated.

As WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

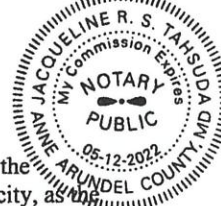
State of Maryland
County of Anne Arundel

On this the 16th day of January, 20 20, before me, the undersigned officer, personally appeared Nita Settina, Acting Assistant Secretary, Department of Natural Resources of the State of Maryland, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that, being authorized so to do, executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Jacqueline R. S. Tahsuda
Notary Public

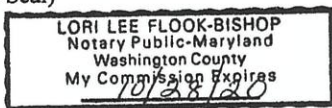


On this the 20 day of December, 2019, before me, the undersigned officer, personally appeared Ken Lord, of the [State, County or city, as the case may be] of Keedysville, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Lori Lee Flook-Bishop
Notary Public

(Notarial Seal)



Commission expires October 28, 2020

This is to certify that the within instrument was prepared by or under the supervision of Janice M. Setren, the undersigned Maryland attorney or by a party to this instrument.

Janice M. Setren
Attorney-at-Law

Return Recorded Document to:

Maryland Department of Natural Resources
Land and Property Management
580 Taylor Ave., E-4
Annapolis, MD 21401 410-260-8433

Town of Keedysville Water and Sewer Line Installation Weaverton-Roxbury Rail Trail - Project# 2018DNR156

FREDERICK &
SEIBERT
ASSOCIATES
ENGINEERS
DATE:

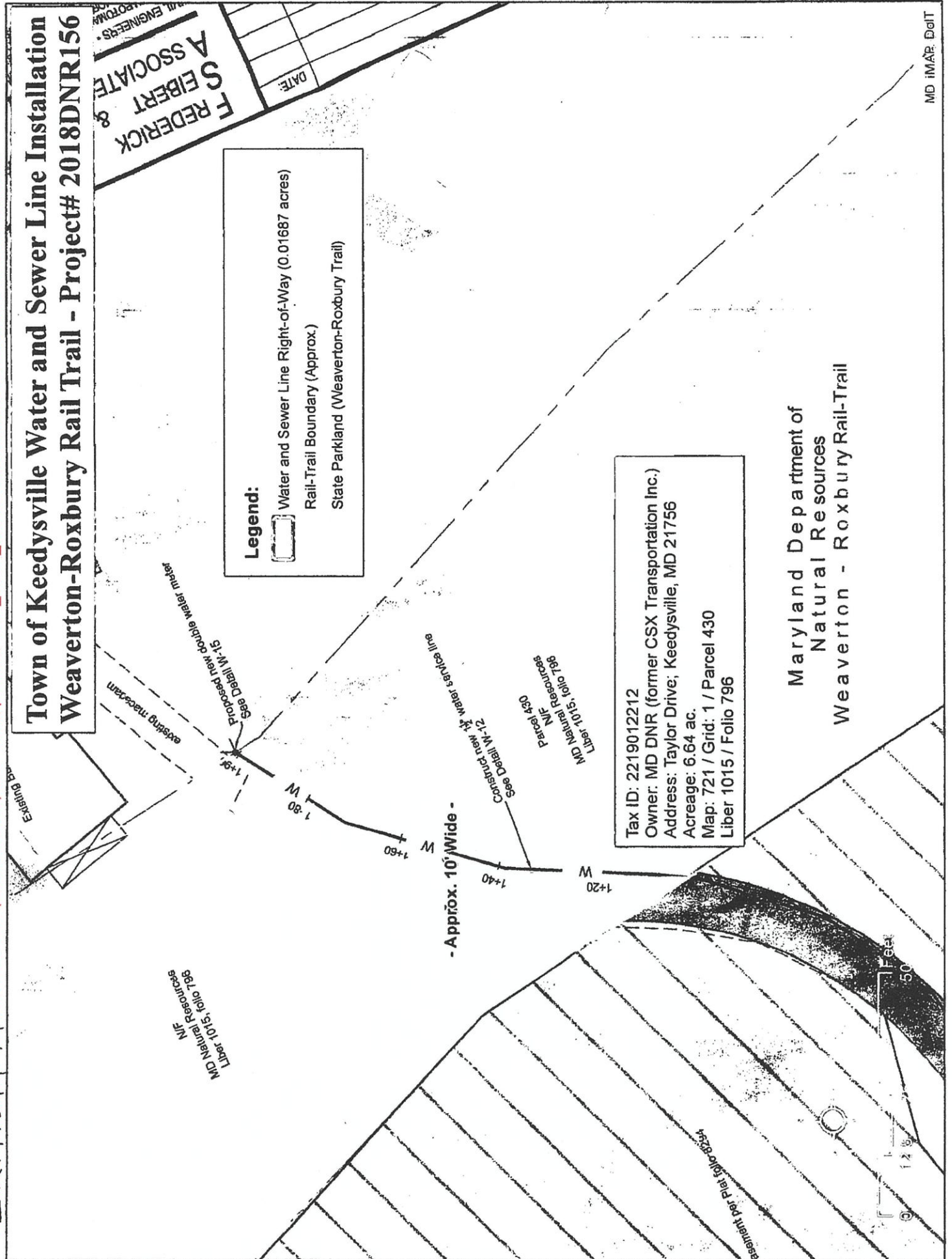
Legend:

- Water and Sewer Line Right-of-Way (0.01687 acres)
- Rail-Trail Boundary (Approx.)
- State Parkland (Weaverton-Roxbury Trail)

Tax ID: 2219012212
Owner: MD DNR (former CSX Transportation Inc.)
Address: Taylor Drive, Keedysville, MD 21756
Acreage: 6.64 ac.
Map: 721 / Grid: 1 / Parcel 430
Liber 1015 / Folio 796

Maryland Department of
Natural Resources
Weaverton - Roxbury Rail-Trail

MD MAP. DoIT



LR - Government
Instrument 0.00
Agency Name: Town of
Keedysville
Instrument List:
Agreement / Easement
Describe Other:
Ref:

Total: 0.00
09/21/2020 09:29
CC21-KB
#14092266 CC0403 -
Washington
County/CC04.03.02 -
Register 02

This page not to be counted in calculating Recording Fee

**Clerk of Circuit Court
Washington County, Maryland**

Kevin R. Tucker, Clerk
24 Summit Avenue
Hagerstown, MD 21740
301-790-7991

For Clerks Use Only

Improvement Fee _____
Recording Fee _____
County Transfer Tax _____
Recordation Tax _____
State Transfer Tax _____
Non-Resident Tax _____
TOTAL _____

State of Maryland Land Instrument Intake Sheet								
<input type="checkbox"/> Baltimore City <input checked="" type="checkbox"/> County: <u>Washington</u>								
Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only. (Type or Print in Black Ink Only—All Copies Must Be Legible)								
1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached. <input type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Other Easement <input type="checkbox"/> Other _____						
2	Conveyance Type Check Box	<input checked="" type="checkbox"/> Improved Sale Arms-Length [1] <input type="checkbox"/> Unimproved Sale Arms-Length [2] <input type="checkbox"/> Multiple Accounts Arms-Length [3] <input type="checkbox"/> Not an Arms-Length Sale [9]						
3	Tax Exemptions (if applicable) Cite or Explain Authority	Recordation _____ State Transfer _____ County Transfer _____						
4	Consideration and Tax Calculations	Consideration Amount				Finance Office Use Only Transfer and Recordation Tax Consideration		
5		Amount of Fees				Doc. 1		
Recording Charge				\$		Doc. 2		
Surcharge				\$		Agent:		
State Recordation Tax				\$		Tax Bill:		
State Transfer Tax				\$ 0.00		C.B. Credit:		
County Transfer Tax				\$ 0.00		Ag. Tax/Other:		
Other				\$				
Other				\$				
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
		19-012212					<input type="checkbox"/> (5)	
		Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)	
		Location/Address of Property Being Conveyed (2)						
		Taylor Drive, Keedysville, MD 21756						
		Other Property Identifiers (if applicable)						
		Taylor Drive - Rails to Trails						
		Water Meter Account No.						
		Residential <input type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: _____						
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred: _____						
		If Partial Conveyance, List Improvements Conveyed: _____						
7	Transferred From	Doc. 1 – Grantor(s) Name(s)				Doc. 2 – Grantor(s) Name(s)		
State of Maryland to the Use of the								
Department of Natural Resources								
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)				Doc. 2 – Owner(s) of Record, if Different from Grantor(s)				
8	Transferred To	Doc. 1 – Grantee(s) Name(s)				Doc. 2 – Grantee(s) Name(s)		
Town of Keedysville								
New Owner's (Grantee) Mailing Address								
9	Other Names to Be Indexed	Doc. 1 – Additional Names to be Indexed (Optional)				Doc. 2 – Additional Names to be Indexed (Optional)		
10	Contact/Mail Information	Instrument Submitted By or Contact Person					<input checked="" type="checkbox"/> Return to Contact Person	
Name: Cathy					<input type="checkbox"/> Hold for Pickup			
Firm Progressive Title Corporation					<input type="checkbox"/> Return Address Provided			
Address: 1460 Ritchie Highway, Suite 212								
Arnold, MD 21012					Phone: (410) 974-0670			
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER							
Assessment Information		Yes	<input checked="" type="checkbox"/> No	Will the property being conveyed be the grantee's principal residence?				
		Yes	<input checked="" type="checkbox"/> No	Does transfer include personal property? If yes, identify: _____				
		Yes	<input checked="" type="checkbox"/> No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).				
Assessment Use Only – Do Not Write Below This Line								
Terminal Verification		Agricultural Verification		Whole		Part		
Transfer Number		Date Received:		Deed Reference:		Tran. Process Verification		
Year	20	20	Geo.	Map	Sub	Block		
Land			Zoning	Grid	Plat	Lot		
Buildings			Use	Parcel	Section	Occ. Cd.		
Total			Town Cd.	Ex. St.	Ex. Cd.			
REMARKS:								

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 6366, p. 0371, MSA_CE18_6318. Date available 09/22/2020. Printed 07/08/2021.

Space Reserved for County Validation

Distribution: White – Clerk's Office
Pink – Office of FinanceCanary – SDAT
Goldenrod – Preparer

AOC-CC-300 (5/2007)

Order Number: 19-51326-AC

TOWN OF KEEDYSVILLE, MARYLAND

"Where Northern Thrift and Personality Blend with Southern Charm and Hospitality"

P.O. Box 359
19 South Main Street
Keedysville, MD 21756
301-432-5795
www.keedysvillemd.com



Ken Lord, Mayor
Barry Levey, Assistant Mayor
Gina Ellis, Council Member
Judy Kerns, Council Member
Matthew Hull, Council Member

January 23, 2019

Jeremy Mose, Director of Environmental Management
Washington County Department of Water Quality
16232 Elliott Parkway
Williamsport, MD 21795

Mr. Mose,

The Town of Keedysville is in the process of designing plans to provide water and sewer service to the following two properties:

25 Antietam Drive
Parcel ID 19-002551
Year Built 1900

28 Antietam Drive
Parcel ID 19-002578
Year Built 1910

These properties were in existence long before mandatory water and sewer service were installed to the rest of the Town. The reason that the services were not initially installed is unknown. Added to this, the properties, which currently are using aging septic systems, sit on a bluff just above the Little Antietam Creek.

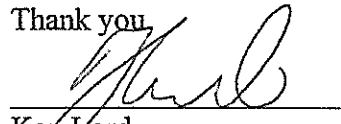
As you know, water service is provided by the Keedysville Water Commission and sewer service by Washington County Department of Water Quality. The Town will be providing water service to a crock at the property lines, with the property owners continuing the service from the crock to the residences. As part of that process, the Town has worked with Frederick, Seibert & Associates to design plans for a waterline extension to the properties. For their part, the property owners have worked with Frederick Seibert, in conjunction with your department and the Town, to design plans for a sewer line extension. The sewer line plans are attached here.

As part of this process, a utility right-of-way needed to be obtained from MD DNR as the lines will cross the DNR owned railbed in Town. The Town has virtually completed this process. The Quitclaim Easement Agreement between the State and the Town was signed by the Mayor and returned to the State for the required signatures one month ago.

Referencing the Frederick Seibert sewer line extension plans, we are suggesting that your department be responsible for the cost to install the line from 0+00 to approximately 4+10.

Please review and let us know of any questions at your earliest convenience.

Thank you,

A handwritten signature in black ink, appearing to read "Ken Lord", written over a horizontal line.

Ken Lord
Mayor

TOWN OF KEEDYSVILLE, MARYLAND

"Where Northern Thrift and Personality Blend with Southern Charm and Hospitality"

P.O. Box 359
19 South Main Street
Keedysville, MD 21756
301-432-5795
www.keedysvillemd.com



Ken Lord, Mayor
Brandon Sweeney, Assistant Mayor
Judy Kerns, Council
Matthew Hull, Council
Sarah Baker, Council

Water Commission Agenda August 4, 2021

Call to Order

Approval of Minutes: July 7, 2021

General Fund Report: \$58,133.06

Announcements: Boonsboro Keedysville Water Advisory Board Meeting Wednesday, August 11 at 6:30pm

Old Business: Meter replacements

New Business

Comments by Residents

Comments by Commission

Adjournment

