

Virginia

**Town of Sudlersville
Planning Commission Meeting
January 19, 2022**

Call the meeting to order

Pledge of Allegiance

Approval of minutes from December 16, 2021 meeting

Clerk – Update – Public Works Agreement Draft (attached)

Old Business: 106 East Main Street-Rental inspections completed by FSIA

New Business- ► Sub-division regulations discussion (please bring your booklet)

- Recruit new member to replace Mollie Lukehart
- Assessment for 101 S. Church Street (house that was hit)
- 108 East Main Street (*Gutted house)
- Driveway requirements for new homes

Public Comment-

Next Meeting – February 17, 2022

Adjournment-

Sudlersville Planning Commission
Meeting Minutes-December 16, 2021

The Planning Commission meeting was called to order at 7:05pm by Reese Coleman. Those present were: Reese Coleman, Faye Williams, Andi Haag, Mollie Lukehardt, E. T. Kimble, Virginia Albers.

The November, 2021 meeting minutes were drafted by Virginia Albers and disseminated for review. A motion was made by E.T. and seconded by Faye to approve the November, 2021 meeting minutes as amended. The motion passed.

Reese said that we would have to advertise the sub-division approved request from Mike Lesniowski changing to a one lot to a four-lot subdivision.

Reese also had a Subdivision Regulations manual adopted August 2, 2005. He asked Virginia to have copies printed for the Planning Commission and a few extra for the office. To be reviewed at the next meeting.

Virginia reported that she had spoken to the property owner on Church Street that has the disassembled porch. She gave him 60 days to begin repairs.

The 2021 Planning Report for the State of Maryland has been completed and submitted for the Sudlersville Planning Commission. This must be completed annually.

It was also noted that a property on Church Street has no front steps on their porch.

Planning Commission member Mollie Lukehardt will complete her 5-year term as of December 31, 2021. She stated that she does not plan to serve another term.

ET made a motion, which was seconded by Andi to adjourn the meeting at 7:56 pm.

Respectfully submitted,
Virginia L. Albers

PUBLIC WORKS AGREEMENT

_____ SUBDIVISION

Amendment No: _____

THIS PUBLIC WORKS AGREEMENT, made and executed this _____ day of _____, 2022, by and between THE TOWN OF SUDLERSVILLE, QUEEN ANNE'S COUNTY, MARYLAND, a body of the State of Maryland, hereinafter called "SUDLERSVILLE", party of the first part and _____, a Maryland Limited Liability Company, their successors and assigns, hereinafter called "DEVELOPER", party of the second part.

RECITALS

WHEREAS, Developer is the owner of a parcel of land designated as "Resulting Parcel _____" by virtue of a deed dated _____ and recorded among the Land Records of Queen Anne's County, Maryland in liber _____, folio _____, consisting in total of _____ acres, more or less, situated in the first election district of Queen Anne's County and within the Municipal Town Limits of Sudlersville, Maryland, (hereinafter referred to as "Property"); and

WHEREAS, the Property is currently vacant but is proposed by Developer to be subdivided into _____ single family lots (hereinafter referred to as "Development") as set forth and shown most recently on the plats and plans (_____) entitled "_____" prepared by _____ registered engineers and surveyors, referred hereinafter Exhibit _____.

WHEREAS, the Property requires _____ gallons pr day (gpd) of additional sewer allocation (_____ dwellings x 250/dwelling - Parcel _____ already holding a single sewer allocation) The cost of the sewer allocation as current rates is: _____ (\$_____) dollars of which _____ deposits have been place with an aggregate value of _____ (\$_____) dollars.

WHEREAS, the Property requires _____ gallons per day (gpd) of water allocation (_____ dwellings x 250 gpd/dwelling). The cost of the water allocation as current rate is _____ (\$_____) dollars of which _____ deposits have been placers with an aggregate value of _____ (\$_____) dollars.

WHEREAS, these recitals, are not merely prefatory but form a part of this Public Works Agreement.

NOW, THEREFORE, THIS PUBLIC WORKS AGREEMENT WITNESSETH: that for and consideration of the mutual covenants and herein contained, and the payments to the Town above set forth, the parties hereto agree as follows, to wit:

I Improvements to be dedicated to the Town

(a) General. The Developer agrees to construct as all sanitary sewers Including, but not limited to, extensions to sewer collection lines, and all other Work deemed necessary by the Town to provide sanitary sewer service to the proposed development project as shown on **Exhibit A.** together with all subsequent amendments and revisions thereto duly approved by the proper government authority are incorporated herein and made part hereof by reference. The Developer further agrees to construct all water facilities required, including all extensions of water lines, water meters, etc.... and perform all other work deemed necessary by the Town to provide water service to the development project as shown on **Exhibit A,** together with all subsequent amendments and revisions thereto duly approved by all proper governmental authority are incorporated herein and made part by reference. Such facilities shall be built at the Developers expense at no cost to the Town, with the exception of individual water services to properties along _____ Road (and any other construction costs associated, with the installation of the water services including paving repairs required due to the installation of the water services), which will be installed at the Towns expense. The same or any portion, shall be dedicated to the Town with appropriate easement at the Developer's expense within (30) days of completion and acceptance by the Town. Construction plans must be reviewed and approved by the Town and any necessary permits from the State of Maryland, Queen Anne's County or the Town of Sudlersville must be obtained before construction begins. During construction, any revisions to the construction plan must be reviewed and approved before construction may proceed in accordance with the revised plans, such approval not to be unreasonably withheld. The Developer with be responsible for the entire cost of construction the facilities, which cost includes to, design, review, engineering, preparation of position sheets, review of plans, construction, testing and rights-of-way dedication. Construction inspection will be provided by the Town, the cost of which is reflected, in the Development Services Fee set forth herein.

(b) Any costs incurred by the Developer, such as minor material sales or equipment rentals from the Town or County, will be billed monthly and paid by the Developer within thirty (30) of billing. It costs go unpaid after thirty (30) days, interest on the outstanding balance will be assessed at 1 ½ % per month.

II Payment of Sewer and Water Allocation Fees

Developer has designed the project as a phased development, which will consist of three(3) phases. Phase one will consist of _____ lots. Phase Two will consist of _____ lots and Phase Three will consist of _____ lots. The Town has agreed to Apply the entire amount of all previously placed deposits, in an aggregate sum of _____(\$ _____) dollars towards the allocation cost of the first phase. The remaining combined allocation fee to be paid is: _____(\$ _____) dollars. Full allocation costs for Phase Two and Phase Three shall be payable prior to the recordation of the respective Plats and the allocation rates applicable at the same time of recordation.

III Breach

- (a) Should the Developer breach any of his non-monetary obligations hereunder the Town will give the Developer written notice of the same together with a reasonable period (not less than (30) days, unless the breach constitutes an imminent threat to public health or safety), in which or for more than thirty (30) days if such beach cannot reasonably be cured during such time period and Developer is diligently pursuing a cure. Failure to cure any breach within the time frame set forth in the notice will render the Agreement null and void, and the Town shall be entitled to recapture the sewer and water allocation, herein granted or any unused portion thereof pursuant to the Town Water and Sewer Allocation Policy. In the event the Developer defaults in any monetary obligations hereunder and such default is not cured for more than twenty (20) days following written, notice from the Town, the Town shall be entitled to immediately declare the agreement null and void and shall be immediately released of any obligations and responsibilities hereunder. Such a default shall also entitle the Town to revoke sand void any permit, license, or agreement issued on the basis of this Public Works Agreement and to retain any monies heretofore paid of deposited within the Town.
- (b) All monies owed to the Town of Sudlersville will be liens against the property collectable in the same manner as Town taxes and will be paid in full prior to any transfer of the property.

IV Other Obligations of Developer

- (a) Developer agrees to grant the Town, at no fee or other consideration, a perpetual easement(s) across its land for the maintenance of portions of the sewer and water lines, as in the locations depicted on **Exhibit A**. Said easements(s) is to be obstruction free and deed restricted so as to allow access for two-wheel drive utility vehicles. The Developer agreed that said

Easement (s) shall be executed, and delivered to the Town prior to the Issuance of the first Certificate of Occupancy for any building on the Property.

- (b) The easement as required by section IV (a) above, shall be in form reasonably satisfactory to the Town Attorney and shall be prepared and Recorded at Developer's expense.
- (c) The Developer is to provide all other infrastructure facilities serving this project as depicted on **Exhibit A** described above, said infrastructure to be installed at the sole cost the Developer, notwithstanding the individual water services along _____ Road.
- (d) Developer agrees to pay the applicable sewer and water user charges beginning with the next regularly scheduled quarterly billing following the recordation of this Public Works Agreement (the recordation will take place one year after execution of the Agreement). Should Developer become in default of this Agreement, all applicable charges other than unpaid allocation fees will still be due and payable as stated in the agreement, collectable according to the Town's rate schedule as amended from time to time.
- (e) The Development will require the upgrade of Vacuum Collection Station "K" via the instillation of a third vacuum pump and any associated electrical upgrades, including upgrade of normal electrical service and emergency power, as may be required. The plans for this upgrade will be required to be reviewed and approved prior to the recordation of the plat of Phase 2 and in operation prior to the recordation of the Plat of Phase 3. Third upgrade obligation begins with the insurance of the 17th building permit. However, once the 17th building permit is issued, the upgrades will be required regardless of Phase 2 or Phase 3 coming to fruition and must be reviewed, approved and completed no later that January 1, 2026. This station's upgrade cost to be covered by adequate surety and inspection fee prior to the issuance of the 17th building permit.
- (f) Water services to the properties along _____ Road are to be constructed and placed in service prior to the recordation of the Phase 2 plats. In addition, the time to construct the water services, which will include the _____ entire extent of _____ Road as shown on the approved plans, shall not exceed 90 days from the initiation of the water services' construction to the full and final restoration of the road paving. Failure to meet this deadline will result in the withholding of building permits until such time as Developer provides water services and restore's _____ Road to the satisfaction of the Town.

V Obligations of Town

- (a) The Town will provide the necessary water and sewer allocation described Herein in accordance with the provisions in this Public Works Agreement.
- (b) The Town recognizes that the Developer's construction of the off-site portion of the water main may benefit users other than the development of the Property. Town agrees to rebate to the Developer a portion of the cost of the off-site portion of the water main as new connections are to be made to the portion of the main. The maximum amount of any particular rebate shall be in an amount equal to one half the normal water allocation actually paid to the Town at the time of any future connection. However previous Public Works Agreements concerning other projects and containing similar rebate Provisions may dilute the allocation share to which the Developer is entitled by equal measure. The rebate program will be in effect for a period of ten years from the date of acceptance of the water main by the Town. The total of all such rebate payments shall not exceed 50% of the actual cost of the off-site portion of the water main. These two parameters, beginning and ending date of the rebate program, as well as the maximum amount of the rebate, will be defined at a later date via an amendment to this Agreement.

VI Additional Obligations

- (a) Site Grading. The Developer agrees to grade the land in such a manner that Grading and stormwater management conforms to all Town requirements as set forth in the current edition of the Town of Sudlersville Stormwater Management Ordinance.
- (b) Building Elevation. The facilities shall be protected from 100-year flood or hurricane tides, and constructed with proper regard for drainage, sewer, and street grade requirements as now provided by the Town Regulation.
- (c) Springs. If springs exist where ground water reaches the surface of the ground, or are encountered during excavation in this project, the Developer agrees to direct the water from such springs through approved piping or surface drainage to the project's storm drainage system at the Developer's entire cost.
- (d) Survey Points. The Developer will present to the Town at least eight (8) Monumented survey points utilizing Town provided benchmark disks at agreed upon locations within the sanitary easement or right-of-way to be used for horizontal and vertical control. These survey points will be properly referenced and guarded and protected from damage. Each survey survey point will be mathematically tied into the Maryland Coordinate System and to the horizontal and vertical control of the National Oceanic and Atmospheric Administration as established and/or extended from recognized

and adopted survey monuments. The survey points will be certified as to accuracy by the registered engineer and/or registered land surveyor responsible for their establishment and will be incorporated in the design layout and construction of the utilities, and construction of the utilities, and on an outline survey of the Developer's Land. Any survey points damaged or destroyed will be re-established, and certified at third order or better accuracy by a duly registered engineer and/or land surveyor. An outline or boundary line survey of the Developer's land shall be prepared by a registered surveyor, or engineer, showing the monumented survey points herein required, as well as all sanitary, water or other easements, and at the request of the Town shall be recorded among the Land Records of the Town at the expense of the Developer.

(e) Title to Property. The Developer certifies that it is the owner or the Property for which this Public Works Agreement is executed. Prior to commencing work on the facilities. Developer will furnish the Town with a certificate prepared by an attorney duly licensed to practice law in the State of Maryland or a policy of title insurance, showing all parties of interest in the Property and intended to be benefited by this Agreement.

(f) Connections to Public System. No connections will be made between the sewer or water facilities covered by this agreement sand the Town Wastewater or Water System until after the facilities, constructed in whole or part hereunder are inspected, tested and found compatible with Town system and are accepted by the Town.

(g) Limits of Liability

(i) The Town of Sudlersville shall not be responsible for any delays in In completion of the project because of rights-of-way acquisition or Occasional by factors beyond the control of the Town of Sudlersville.

(ii) The Public Works Agreement in no way obligates the Town to expend its facilities beyond the boundaries shown on the above mentioned **Exhibit A** or contemplated hereunder.

(h) Bond. Prior to receiving unconditional final site plan approval, and subject to the other provisions, the Developer will provide the Town with an acceptable performance bond or bonds or irrevocable letter of credit, or other satisfactory form of financial guarantee to insure completion of the facilities and other obligations herein described. The Sureties may be submitted as per phase of development. The amount of the bond or bonds or financial guarantee or surety constitutes a value of 125% of the estimated utility construction cost of the improvements herein required of the Developer for the phase. The bond amount will be reduced from time to time, upon

Developers requested, ass the improvements are completed and have been have been accepted by the Town. However, the bond amount will not be reduced below 50% until such time as as-builts, of the water and sewer improvements have been submitted and approved.

It will be the Developer's responsibility to keep bonds updated and they shall be automatically, exempted by the Developer should they expire before the construction is complete.

- (i) **Flow Reduction Requirement.** Developer is responsible for the construction and maintenance of wastewater and water facilities consistent with the Flow Reduction Program contained within section 5.7 of the 2011 Queen Anne's County Comprehensive Water and Sewerage Plan.
- (j) **Responsibility, for Damages During Construction.** The Developer further agrees that after any sewer and/or water facilities have been turned over to and accepted by the Town, either completely or in part, the Developer Will continue to be responsible for any damage caused to the sewer and/or water facilities that may occur as a result of any construction activity by Developer, his agents, successors or assigns. Developer shall further be responsible for a period on one (1) year after completion of all Phases of construction on the Property for any repair, maintenance, correction, or upkeep of the sewer and water facilities. A maintenance bonds form satisfactory, to the Town equal to 5 percent (5%) of the sum of all performance bonds required hereunder shall be furnished to the Town and held in full force and effect for one (1) year after completion of all phases of construction.
- (k) **Development Services Fee.** To reimburse the Town for labor and all other direct costs, associated with the inspection of the project, a Development Services Fee based on the cost of the sewer and water improvements will be due prior to final site plan or subdivision approval for development. The amount, of the fee shall be based on the following table:

Cost of Project	Development Services Fee
\$1,001 - \$50,000	10%
\$50,001 - \$100,000	9%
\$100,001 - \$250,000	8%
\$250,001 - \$500,000	7%
\$500,001 - or more	6%

The cost of the fee will be determined by multiplying the estimated cost of the utility construction per, phase by the percent, shown in the above table and shall be payable hereunder.

- (I) Improvements within Right of Way and or Utility Easement. Any improvements or property places or maintained by the Developer (or by Developer's successors or assigns) within the shoulders of any Town right-of-way or easement including, without limitation, trees, street lamps, sidewalks or other such improvements, are the sole and absolute responsibility and risk of Developer's successors and assigns. The Town shall not be responsible nor liable for, and Developer shall indemnify and hold the Town harmless from, any damage or injury to such improvements or property including damage or injury caused by, incidental to, or occurring in connection with the operation, construction, testing, or repair or maintenance of Town roads, drainage systems or utilities. Nothing herein contained, shall be construed as approval for acquiescence in the placement or maintenance of any such improvement or property in any Town right of way easement.
- (j) Stormwater Management Improvements – Perpetual Maintenance Obligation – The Developer recognizes that the maintenance of the various stormwater management facilities necessary to contain and treat the runoff generated by the development is the community's responsibility, to maintain and rebuild when necessary, in perpetuity. To that end, any Homeowner's Association covenants and restrictions will include annual assessments dedicated, and in sufficient amount to accomplish these perpetual tasks.
- (k) Miscellaneous. The provisions, hereof, and each of them, shall Inure to the successors and assigns of the parties hereto. The uses of the singular shall include the plural and the use of any gender shall include all genders. Topic or paragraph headings contained herein are descriptive only and are to be considered for no other purpose. This Agreement shall be interpreted under the laws of the State of Maryland. The invalidity or unenforceability of any provision hereof shall not, affect the balance of the provisions herein.

WITNESS the hands of the parties hereto:

WITNESS

(DEVELOPER)

_____ (seal)

(print) _____

Thank you,
Melinda Trice



www.firststateinspection.com
302/422-3859 office
302/422-4270 fax

** Please send all inspection requests directly to inspections@firststateinspection.com*

----- Forwarded message -----

From: **Rob Smith** <rob.smith@firststateinspection.com>
Date: Tue, Dec 28, 2021 at 3:49 PM
Subject: 101 South Church St. Sudlersville MD
To: Melinda Trice <melinda.trice@firststateinspection.com>

At the request of the Town of Sudlersville, I performed a survey of damage caused by an automobile striking the Northeast corner of the two story structure located at 101 South Church St. Sudlersville MD. As depicted in the attached photos, considerable structural damage occurred when the vehicle impacted the structure at the front door location. The exterior walls on the North and East side of the structure adjacent to the point of impact are no longer plumb and appear to be moved off the supporting foundation. The second floor structural load is cantilevered over the recessed front door. The first floor wall damage appears to have affected structural integrity if this portion of the building.

Based on the visual survey of the above described damage, I recommend the Town of Sudlersville permits department require the structure be vacated until temporary supports can be installed. Upon completion of the supports, an inspection shall be required prior to occupancy. It is preferable that plans and a permit for the repairs be submitted. However, the town can decide how they prefer to proceed.

Regarding the permanent repair: Since I was unable to survey the basement wall supporting structure or the interior of the damaged wall. It will require a structural engineer to design the repairs necessary to fix the damage.

Robert Smith
First State Inspection Agency, Inc