

**TOWN COUNCIL OF CENTREVILLE  
RESOLUTION 03-2022**

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**A RESOLUTION OF THE TOWN COUNCIL OF CENTREVILLE TO AUTHORIZE THE  
EXECUTION OF A PUBLIC WORKS AGREEMENT FOR THE QUEEN ANNE'S COUNTY  
YMCA**

**WHEREAS**, the YMCA owns a parcel of land on Vincit Street in the Town of Centreville, Maryland by virtue of a deed dated November 24, 2015 from the County Commissioners of Queen Anne's County, Maryland and recorded among the Land Records of Queen Anne's County at Liber 2487, folio 243 for Lot 19D on Parcel 60 on Queen Anne's County Tax Map 44F (the "Property");

**WHEREAS**, the YMCA intends to develop the property as a YMCA facility (the "Facility"); and

**WHEREAS**, the Town and the YMCA wish to enter into a Public Works Agreement to govern the terms and conditions of the construction of the Facility, including the installation of the public and private improvements to serve the Facility, a copy of which is attached hereto as Exhibit A.

**NOW THEREFORE**, the Town Council of Centreville hereby resolves as follows:

**Section 1.** The recitals set forth above are incorporated herein by reference and made a part of this Resolution;

**Section 2.** The Public Works Agreement for Queen Anne's County YMCA attached to this Resolution as Exhibit "A" is hereby approved;

**Section 3.** The Town Manager is hereby authorized to take whatever additional actions are reasonably necessary to effectuate the terms of this Resolution;

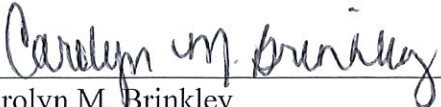
**Section 4.** This Resolution shall be effective immediately.

READ AND PASSED THIS \_\_\_\_\_ 5<sup>th</sup> \_\_\_\_\_ day of \_\_\_\_\_ May \_\_\_\_\_, 2022.


BY ORDER: We hereby certify that Resolution Number 03-2022 is true and correct and duly adopted by the Town Council of Centreville, Maryland.

ATTEST:


THE TOWN COUNCIL OF CENTREVILLE

  
\_\_\_\_\_  
Carolyn M. Brinkley  
Town Clerk

  
\_\_\_\_\_  
Steven K. Kline, President

  
\_\_\_\_\_  
Jeffrey D. Kiel, Vice President

  
\_\_\_\_\_  
Shelby C. Anania, Member

  
\_\_\_\_\_  
Eric B. Johnson, Jr., Member

ABSENT  
\_\_\_\_\_  
Ashley H. Kaiser, Esq., Member

**PUBLIC WORKS AGREEMENT**

*For*

***QUEEN ANNE'S COUNTY YMCA***

**THIS PUBLIC WORKS AGREEMENT (the "Agreement")** is made as of the 13<sup>th</sup> day of May, 2022 by and between the **TOWN COUNCIL OF CENTREVILLE**, a municipal corporation of the State of Maryland (the "Town") and **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE CHESAPEAKE, INC.** ("YMCA" or "Owner"), a Maryland corporation.

WHEREAS, the YMCA owns a parcel of land on Vincit Street in the Town of Centreville, Maryland by virtue of a deed dated November 24, 2015 from The County Commissioners of Queen Anne's County, Maryland and recorded among the Land Records of Queen Anne's County at Liber 2487, folio 243 for Lot 19D on Parcel 60 on Queen Anne's County Tax Map 44F (the AProperty@);

WHEREAS, the YMCA intends to develop the property as a YMCA facility (the "Development");

WHEREAS, on April 21, 2021, the Town Planning and Zoning Commission (the "Planning Commission") granted final site plan approval as shown on "FINAL SITE PLAN FOR QUEEN ANNE'S COUNTY YMCA IN THE TOWN OF CENTREVILLE" (the "Site Plan"), originally dated May 5, 2021 and revised May 11, 2021, and prepared by Davis, Moore, Shearon & Associates, which such final site plan approval was conditioned upon the Town and the YMCA entering into a Public Works Agreement;

WHEREAS, as part of the Development, the YMCA has agreed to construct Little Kidwell Avenue Extended as shown on the Site Plan during the first phase of construction;

WHEREAS, the YMCA has filed with the Town final engineering specifications prepared by Davis, Moore, Shearon & Associates and bearing a final signature date of May 5, 2021, as revised (the "Approved Engineering Plans"); and

WHEREAS, the YMCA has submitted to the Town an estimate of the cost of construction of the public and private improvements necessary to service the Development, which cost estimate has been approved by the Town (the "Approved Cost Estimate") attached hereto as Exhibit A;

WHEREAS, the County Commissioners of Queen Anne's County, Maryland (the "County") have reserved water and sewer allocations for the Property and agree to transfer those to the YMCA pursuant to an agreement between the County and the YMCA and in accordance with the letter provided from the County; and

WHEREAS, the Town and the YMCA desire to establish by this Agreement the terms for the construction of the Development, including, among other matters, the installation of the required public and private improvements.

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*For*

***QUEEN ANNE'S COUNTY YMCA***

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WHEREAS, the Town and the YMCA desire to establish by this Agreement the terms for the construction of the Development, including, among other matters, the installation of the required public and private improvements.

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NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and made a part of this Agreement, and the mutual covenants and agreements set forth below, the Town and the Owner hereby agree as follows:

**Section 1. Development Standards, Approval of Plans, and Water and Sewer Allocation Fees**

**1.1 Development Standards.** The Development, except for minor alterations approved by the Town due to field conditions, shall be developed pursuant to and in strict accordance with the following:

1. this Agreement;
2. the Approved Final Site Plan
3. the approved construction drawings and specifications and any approved future construction drawings, site plans and specifications (if any);
4. all other applicable provisions of the Town Zoning Ordinance and Subdivision Regulations;
5. the Centreville Town Code
6. all other applicable federal, state, county, and Town laws, statutes, ordinances, codes, resolutions, rules, and regulations.

In the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the Town, as determined by the Town Manager shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them.

**1.2 Approval of Plans.** The execution of this Agreement by the Town does not constitute approval by the Town of a specific plat, plan, or proposal.

**1.3 Water and Wastewater Allocation Fees.** Based on information related to usage provided by the YMCA, the Town and the YMCA agree that four (4) allocations are required for the current proposed Development. The YMCA shall pay to the Town, a Water Allocation Fee, and a Wastewater Allocation Fee (collectively “the Allocation Fees”) for the Property as follows:

Water and Wastewater Allocation Fee	\$13,774 per allocation
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In the event that the actual usage is over or underestimated, the Town reserves the right to make the respective adjustment to the water and sewer allocation fee in accordance with the Town’s Water and Sewer Allocation Policy. The usage shall be evaluated two (2) years after an occupancy permit is issued and again annually thereafter until five (5) years after the occupancy permit is issued, except

that if the YMCA expands the YMCA facilities resulting in the need for additional capacity, then the allocation fees shall be adjusted at the time of expansion.

The YMCA shall also pay all applicable meter and connection fees, the size and price of which has not yet been determined.

**1.3.1** The County has reserved 44 allocations for the Property until November 24, 2025 (the "Allocation Expiration Date"). The YMCA requires four (4) allocations at this time. The County has paid a 25% nonrefundable deposit of \$13,994 (\$2,809.80 plus \$688.70 for each allocation times 4) for four (4) allocations for the Development. The remaining balance for the Allocation fees shall be fixed as set forth in Section 1.3 and shall be due and payable at the time of the building permit application. The reserved water and sewer allocation shall expire if the related application for the building permit is not received by the Allocation Expiration Date. All other terms and conditions of the Town Water and Sewer Application Worksheet as attached hereto as Exhibit B and the Town Water and Sewer Allocation Policy shall apply.

**1.3.2** In order for the Town to apply the four (4) allocations that were reserved by the County and to apply the deposit amount paid by the County to the YMCA's allocation fees, the County has provided a letter directing such.

## **Section 2. Improvements.**

**2.1. Improvements Required.** The YMCA shall construct and install the roads, parking areas, storm water detention and retention facilities, water mains, storm sewers, sanitary sewers, streets, lighting, sidewalks, rough and final grading, trees, sod, seeding and other landscaping, fire protection devices, utilities and all ancillary devices and equipment, and all other improvements to serve the Development (the "Improvements"), including without limitation Little Kidwell Avenue Extended, which shall be constructed simultaneously with the first phase of construction and prior to an occupancy permit being issued for any part of the Development. The YMCA shall be responsible for all costs to construct the Improvements. The Town acknowledges that the YMCA has reached an agreement with the County for the construction of Little Kidwell Avenue Extended. However, that agreement shall not affect the YMCA's ultimate responsibility to ensure that Little Kidwell Avenue Extended is constructed prior to an occupancy permit being issued to the YMCA.

## **2.2. Design and Construction of Improvements.**

**2.2.1. General Standards.** The Improvements shall be designed and constructed pursuant to an in accordance with standards set forth in this Agreement and to the sole satisfaction of the Town. The Owner shall cause all work on the Improvements to be completed in a good and workmanlike manner and with due dispatch.

**2.2.2. Contract Term.** Prosecution of the Work. The Town shall have the right to request that the Owner file with the Town an executed copy of each contract for work on the Improvements. If any such work is abandoned, or performed in violation of this Agreement or of the contract therefore, then the Owner shall promptly and aggressively act to cause the work to be completed properly and within the times for completion established in Subsection 2.3.

**2.2.3. Engineering Services.** The Owner shall provide, at its expense, all engineering services for the construction of the Improvements. If required by the Town, the Owner shall provide a supervising engineer or other qualified person responsible for overseeing the construction of the Improvements. The Owner shall promptly provide the Town with the name of such person and a telephone number or numbers at which such person can be reached.

**2.2.4. Town Inspections and Approvals.** The Developer shall notify the agencies providing inspections of Improvements at the appropriate intervals of time. If any such work is performed in violation of this Agreement, then the Developer shall promptly and aggressively act to cause the work to be completed properly. All work on the Improvements shall be subject to inspection and approval by Town representatives at all times. The Town has the right to charge inspection fees for all inspections and Owner shall pay such charges.

**2.2.5. Other Approvals.** Where the construction and installation of any Improvements requires the consent, permission or approval of any public agency or private party, the Owner shall promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be required to obtain such consent, permission or approval.

**2.2.6. Attorney's Fees.** Owner shall be responsible for all attorney's fees incurred by the Town with respect to preparing, revising, reviewing or negotiating this Agreement, at a rate of \$300 per hour.

**2.3. Schedule for Completion of the Improvements.** The Improvements shall be completed by the Owner and made ready for acceptance by the Town pursuant to Subsection 2.4.1. and 2.4.2. in accordance with the schedule or schedules for the completion of the Improvements which shall be subject to approval of the Town. The Town may allow extensions of time beyond the completion dates set forth in the schedule on for unusual weather or for unavoidable delay caused by strikes, lockouts, acts of God, or other factors beyond the control and ability to remedy of the Owner or any agent or contractor hired by, or on behalf of, the Owner.

#### **2.4. Dedication and Maintenance of the Improvements.**

**2.4.1. Final Inspection and Approval of Improvements.** The Owner shall notify the Town when it believes that any of the Improvements have been fully and properly completed and shall request final inspection, approval and, where appropriate, acceptance of the Improvement or Improvements by the Town. Such notice and request shall be accompanied by the "as built" drawings required by Subsection 2.4.4. and by proposed drafts of the documents of title transfer. Such notice and request shall be given far enough in advance of the applicable completion date to allow the Town time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow the Owner time to make all required repairs and corrections prior to the completion date. The Owner shall promptly make all necessary repairs and corrections as specified on the punch list. The Town shall not be required to approve or accept any portion of the Improvements until all of the Improvements, including all punch list items, have been fully and properly completed.

**2.4.2. Dedication and Acceptance of Specified Improvements.** The Owner shall dedicate to the Town the water, sanitary sewer, storm sewer, streets, and street lighting located in the Development subject to jurisdictional approvals as required. Neither the execution of this Agreement nor the approval or recordation of the Final Plat or any Future Plat shall constitute an acceptance by the Town of any of the Improvements, including without limitation any facilities that are depicted as “dedicated” on the Final Plat of Subdivision. No Improvement shall be accepted by the Town except by a written document, signed by the Town or other duly authorized officer of the Town, specifying with particularity the Improvement or Improvements having been built in compliance with this Agreement.

**2.4.3. Owner’s Maintenance of Specified Improvements.** The Owner shall, at its sole cost and expense, maintain, in a first-rate condition at all times all Improvements not dedicated to and accepted by the Town, including, all roads, curb and gutter, sidewalks, and storm sewer, and landscaping.

**2.4.3.1.** In the event the Town determines, in its sole and absolute discretion, that the Owner is not adequately maintaining or has not adequately maintained any Improvement not accepted by the Town for any reason, the Town may, after fifteen (15) days prior written notice to the Owner, but shall not be obligated to, enter upon any or all of the Development for the purpose of performing maintenance work on and to any such Improvement.

**2.4.3.2.** In the event that the Town shall cause to be performed any work pursuant to this Subsection, the Town shall have the right to charge the Owner, based either on costs actually incurred or on the Town’s reasonable estimates of costs to be incurred, an amount sufficient to defray the entire cost of such work, including administrative costs. The Owner shall, upon demand by the Town, pay such amount to the Town.

**2.4.4. Town’s Maintenance of Street Lamps.** The Town shall be responsible for the maintenance of and the cost of the utilities attendant to any street lamps located on Little Kidwell Extended. The street lamps and design of the light fixtures shall be consistent with prior approved streets lights within the Town and approved by the Town, with said street lamps being located between sidewalks and the public roadway.

**2.4.5. “As-Built” Drawings and Specifications of the Improvements.** The Owner shall, not later than the time it gives the notice of completion and request for acceptance required pursuant to Subsection 2.4.1., provide to the Town one paper copy of “as-built” drawings and specifications for all of the Improvements, one set on the reproducible mylar, and an electronic version of the “as-built” drawings. Such “as-built” drawings and specifications shall depict every Improvement as built and shall include all dimensions, elevations, and calculations necessary to fully describe the Improvements and to establish their compliance with all applicable standards and requirements.

**2.4.6. Transfer of Ownership of the Improvements and Easements to the Town.** Upon the approval of, and prior to acceptance of, the Improvements to be accepted by the Town, the Owner shall execute, or cause to be executed, such documents as the Town shall request to transfer ownership of such Improvements to, and to evidence ownership of such Improvements by, the Town, free and clear of all liens, claims, encumbrances and restrictions unless otherwise approved by the Town in



writing, The Owner shall, at the same time, grant to the Town all such easements or other property rights as the Town may require to install, operate, maintain, service, repair and replace the Improvements which have not previously been granted to the Town, free and clear of all liens, claims, encumbrances and restrictions unless otherwise approved by the Town in writing.

**2.4.6.1 Deed for a Portion of Green Street.** In addition to the public Improvements being constructed, the YMCA agrees to deed that portion of the Property being Green Street Extended (incorrectly referenced on the site plan as Green Lane) adjacent to Lot 108 as shown on the Site Plan from Green Street's intersection with Little Kidwell Avenue to the 25' Wide Landscape Bufferyard shown on the Site Plan. The YMCA agrees to execute such deed within thirty (30) days of the Town presenting a deed to the YMCA.

**2.4.7. One-Year Guaranty of the Improvements Accepted by the Town.** The Owner hereby guaranties the prompt and satisfactory correction of all defects and deficiencies in the Improvements accepted by the Town, including without limitation landscaping installed by the Owner, that occur or become evident within one year after acceptance of any of the Improvements by the Town. If any such defect or deficiency occurs or becomes evident during such period, then the Owner shall, within ten (10) days after written demand from the Town to do so, correct it or cause it to be corrected. The Guaranty provided by this Subsection 2.4.7. shall be extended with respect to any repair or replacement pursuant to such a demand for a full year from the date of such repair or replacement. The Town shall have the right to make corrections as defined in Section 2.4.3. of this Agreement.

**2.4.8. Issuance of Permits and Certificates.** The Town shall issue no certificates of use or occupancy for any building until all Improvements are completed by the Owner or until other arrangements have been made to the Town's satisfaction. The issuance of any building permit or certificate of occupancy by the Town at any time prior to completion of all the Improvements and acceptance thereof by the Town shall not confer on the Owner any right or entitlement to any other building permit or certificate of occupancy. The Town shall have the absolute right to withhold any building permit or certificate of occupancy at any time the Owner is in violation of, or is not in full compliance with, the terms of this Agreement.

**2.4.9. Duty to Restore Property.** If the Owner fails to pursue all construction and installation of the Improvements within the time periods prescribed hereinabove, then the Town, in its sole discretion, may demand removal of any or all of any partially completed building, structure, or Improvement from the Development and restoration of the affected property to its original condition. The Owner shall, within sixty (60) days after receipt of such a demand from the Town, remove any such partially completed building, structure, or Improvement from the Development and restore the affected property in accordance with the Town's demand.

**2.4.10. Town's Right to Complete Work.** If the Owner fails to diligently pursue all construction and installation of the Improvements to completion within the time periods prescribed in this Agreement; or fails to correct any defect or deficiency as required pursuant to Subsection 2.4.7; or fails to remove any partially completed building, structure, or Improvement from the Development as required pursuant to Subsection 2.4.9., then the Town shall have, and the Owner hereby grants to the Town, in addition to all other rights afforded to the Town in this Agreement or by law, the right

at the Town's option, to complete such construction and installation, to correct such defect or deficiency, or to demolish and remove any or all such partially completed buildings, structures, or Improvements from the Development, using either its own employees or contractors hired for that purpose. The Town shall have the right to draw from the performance securities deposited pursuant to Section 4 of this Agreement, as well as the right to demand payment directly from the Owner based on costs actually incurred or on the Town's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire cost of such work, including legal fees and administrative expenses.

### **Section 3. Easements.**

**3.1. Utilities.** Owner hereby grants and conveys to the Town and to all public utilities providing services to the Development a permanent and irrevocable easement over, on, and across the Development, for the purposes of installing, operating, maintaining, servicing, repairing, and replacing utility, drainage and storm water management facilities over those areas so designated on any plat recorded in the Land Records of Queen Anne's County.

**3.2. Public and Emergency Services.** The Owner grants to the Town and to Queen Anne's County, a political subdivision of the State of Maryland, a permanent and irrevocable easement over, on, and across the Development, for the purposes of enforcing applicable laws, and providing public and emergency services to the Development and to adjacent properties.

### **Section 4. Performance Security and Liens.**

**4.1. Performance Bond and Performance and Payment Letter of Credit.** As security to the Town for the performance of the Owner's obligations, Owners agrees: (1) to construct and complete the Improvements pursuant to and in accordance with this Agreement, (2) to pay all Town costs, fees and charges due from Owner pursuant to this Agreement, (3) to maintain and repair streets, sidewalks and other Improvements pursuant to Section 6 of this Agreement, and (4) otherwise faithfully to perform its undertakings pursuant to this Agreement, the Owner shall, prior to the recordation of the Final Plat and any Future Final Plat, deposit with the Town a bond or letter of credit (the "Performance and Payment Bond/Letter of Credit"), in a total amount equal to either 120% of the Approved Cost Estimate for all Improvements to be constructed in connection with that phase of the Development related to the Final Plat, or in cases where executed contracts for construction and installation of an Improvement have been filed with the Town pursuant to Subsection 2.2.2. of this Agreement, 120% of the amount of such contracts. The Performance and Payment Bond/Letter of Credit shall be maintained and renewed by the Owner, and shall be held by the Town, until the approval of the Improvements by the Town pursuant to Subsection 2.4.1. or the acceptance of the Improvements by the Town pursuant to Subsection 2.4.2. and the posting of the Guaranty Bond/Letter of Credit as required by Subsection 4.2 below. After such acceptance and posting, the Town shall release the Performance and Payment Bond/Letter of Credit. If the Town is required to draw on the Performance and Payment Bond/Letter of Credit by reason of the Owner's failure to fulfill its obligations under Section 2 of this Agreement, then the Owner shall within ten (10) days thereafter cause the letter or bond of credit to be increased to its full original amount. Owner recognizes that the reduction of the Performance and Payment Bond/Letter of Credit may be subject to such policies the Town has in place at the time of reduction. Provided the County agrees to construct Little Kidwell

Extended and commences the construction of Little Kidwell Extended in accordance with the Approved Infrastructure Plans, the Town shall accept the full faith and credit of the Board of Commissioners of Queen Anne's County as security for the performance of the portion of the costs related to Little Kidwell Extended.

**4.2. Guaranty Bond/Letter of Credit.** Immediately after the Town's approval or acceptance of the Improvements pursuant to Subsection 2.4.1. or 2.4.2. of this Agreement, the Owner shall post a bond or letter of credit in the amount of 120% of the actual total cost of the Improvements as security for the performance of the Owner's obligations under Subsections 2.4.3. and 2.4.6 and 2.4.7. of this Agreement (the "Guaranty Letter of Credit"). The Guaranty Letter of Credit shall be held by the Town until the end of the one-year guaranty period set forth in Subsection 2.4.7. of this Agreement or until one year after the proper correction of any defect or deficiency in the Improvements pursuant to Subsection 2.4.7. and payment therefore, whichever occurs later. If the Town is required to draw on the Guaranty Letter of Credit by reason of the Owner's failure to fulfill its obligations under Subsection 2.4.7. of this Agreement, then the Owner shall within ten (10) days thereafter cause the letter of credit to be increased to its full original amount.

**4.3. Interest and Costs.** The Owner shall bear the full cost of securing and maintaining the Performance and Payment Letter of Credit and the Guaranty Letter of Credit.

**4.4. Bonds and Forms of Letters of Credit.** Performance Bonds and Guaranty Bonds shall be in a form satisfactory to the Town Attorney and each shall be from a bonding company acceptable to the Town. The Performance and Payment Letter of Credit and the Guaranty Letter of Credit each shall be in a form satisfactory to the Town Attorney and each shall be from a bank acceptable to the Town. Each letter of credit or bond shall, at a minimum, provide that: (1) it shall not be canceled without prior written consent of the Town; (2) it shall not require the consent of the Owner prior to any draw on it by the Town; and (3) if at any time it will expire within thirty (30) or any lesser number of days, and if it has not been renewed, and if any applicable obligation of the Owner for which it is security remains uncompleted or unsatisfactory, then the Town may, without notice and without being required to take any further action of any nature whatsoever, call and draw down the letter of credit and thereafter either hold all proceeds to complete all such obligations and reimburse the Town for any and all costs and expenses, including legal fees and administrative costs, incurred by the Town, as the Town shall determine. The amount of the letter of credit may be reduced, but only upon joint written direction by the Owner and the Town to allow for Improvement work satisfactorily completed. No such reduction shall be allowed except upon presentation by the Owner of proper documentation demonstrating final payment to contractors, subcontractors and suppliers and, partial or final waivers of lien, as may be appropriate, and all such additional documentation as the Town may reasonably request to demonstrate satisfactory completion of the Improvement in question.

**4.5. Replenishment of Letters of Credit.** If at any time the Town determines that the funds remaining in the Performance and Payment Letter of Credit are not, or may not be, sufficient to pay in full the remaining unpaid cost of all Improvements and all unpaid Town fees, or that the funds remaining in the Guaranty Letter of Credit are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Improvements, then, within ten (10) days following a demand by the Town, the Owner shall increase the amount of the appropriate letter

of credit to an amount determined by the Town to be sufficient to pay such unpaid costs and fees. Failure to so increase the amount of the security shall be grounds for the Town to retain any remaining balance of the funds previously drawn and to draw down the entire remaining balance of the letters of credit for application in accordance with Subsection 4.7.

**4.6. Replacement of Bonds and Letters of Credit.** If at any time the Town determines that the company issuing a Performance Bond or Guaranty Bond or the bank issuing either a Performance and Payment Letter of Credit or a Guaranty Letter of Credit is unable to meet any federal or state requirement for reserves, is insolvent, is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor such bond or letter of credit at any time during its term, or if the Town otherwise reasonably deems itself to be insecure, then the Town shall have the right to demand that Owner provide a replacement bond or letter of credit from a bonding company or a bank satisfactory to the Town. Such replacement bond or letter of credit shall be deposited with the Town not later than ten (10) days following such demand. Upon such deposit, the Town shall surrender the original bond or letter of credit to the Owner.

**4.7. Use of Funds in the Event of Breach of Agreement.** If the Owner in any other manner fails or refuses to meet fully an of its obligations under this Agreement, then the Town may exercise its rights under any bond and/or draw on and retain all or any of the funds remaining in either the Performance and Payment Letter of Credit or the Guaranty Letter of Credit. The Town shall also have the right (1) to exercise any of its rights under this Agreement; (2) to take any other action it deems reasonable and appropriate to mitigate the effects of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of the Owner's failure or refusal to fully meet its obligations under this Agreement; and (3) to reimburse itself for all of its costs and expenses, including reasonable legal fees and administrative expenses, resulting from or incurred as a result of the Owner's failure or refusal to fully meet its obligations under this Agreement.

**4.8. Town Lien Rights.**

**4.8.1.** If any money, property or other consideration due from the Owner to the Town pursuant to Section 2 or 3 of this Agreement is not either recovered from any bond, letter of credit or other performance security deposit tendered under this Section 4 or paid or conveyed to the Town by the Owner within ten (10) days after a demand for such payment or conveyance, the Town may assert a lien against any lot, parcel or condominium unit owned by the Owner in the Development for such money, or the Town's reasonable estimate of the value of such property or other consideration, together with interest and costs of collection, including legal fees and administrative expenses.

**4.8.2.** The Town shall assert a lien described in the preceding Subsection 4.8.1. by filing in the Land Records of Queen Anne's County a notice of lien which shall describe the property against which the lien is asserted, the amount of the lien and a statement as to the reasons why the lien is asserted. The Town shall have the right to enforce such a lien in the same manner as if the lien were for unpaid and overdue real property taxes payable to the Town.

**Section 5. Declaration of Protective Covenants.** The Owner may execute and record among the Land Records of Queen Anne's County a declaration of protective covenants for the Development

(the "Declaration"). If there is a conflict between the terms of the Declaration and any term of this Agreement, the term of this Agreement shall control.

**Section 6. Damage to Improvements.** The Owner shall maintain the Development and all streets, sidewalks, and other public property in and adjacent to the Development in a good and clean condition at all times during construction of the Development and the Improvements; shall promptly clean all mud, dirt, or debris deposited on any street, sidewalk, ditch or other Improvements (whether publicly or privately owned) in or adjacent to the Development by the Owner or any agent of or contractor hired by, or on behalf of, the Owner; and shall repair any damage to any street, sidewalk, ditch or other Improvements (whether publicly or privately owned) that may be used by the activities of the Owner or any agent of or contractor hired by, or on behalf of, the Owner.

### **Section 7. Liability and Indemnity of Town.**

**7.1 No Liability for Town Review.** The Owner acknowledges and agrees (1) that the Town is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Town's review and approval of any plans for the Development or the Improvements, or as a result of the issuance of any approvals, permits, certificates, or acceptances for the Development or use of any portion of the Development or the Improvements, and (2) that the Town's review and approval of any such plans and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure the Owner, or any of its heirs, successors, assigns, tenants, or licensees, or any third party, against damage or injury of any kind at any time.

**7.2 Indemnification.** The Owner agrees to, and does hereby, hold harmless and indemnify the Town, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of such parties in connection with (1) the Town's review and approval of any plans for the Development or the Improvements, (2) the issuance of any approval, permit, certificate, or acceptance for the Development or the Improvements, (3) the development, construction, maintenance, or use of any portion of the Development or the Improvements until dedicated to and accepted by the Town, and (4) the performance by the Owner of its obligations under this Agreement and all related agreements.

**7.3 Defense Expenses.** The Owner shall agree to, pay all expenses, including reasonable legal fees and administrative expenses, incurred by the Town in defending itself with regard to any and all claims mentioned in Subsection 7.2 above.

**Section 8. Nature, Survival, and Transfer of Obligation.** The Owner agrees that the terms of this Agreement shall be binding upon it personally, and upon any and all of its heirs, successors, and assigns. The Owner further agrees that all payment obligations under this Agreement, together with interest and costs of collection, including reasonable legal fees and administrative expenses, shall, until paid, constitute a lien upon any portion of the Development owned by the Owner which lien shall be enforceable in the same manner as in mortgage foreclosure proceedings in the manner described in Subsection 4.8 of this Agreement.

**8.1.** The Town agrees that upon a successor's becoming bound to the personal obligation created herein in the manner provided herein and providing the financial assurances required herein, the personal liability of the Owner shall be released to the extent of the transferee's assumption of such liability. The Owner agrees to notify the Town in writing at least thirty (30) days prior to any date upon which the Owner transfers a legal or beneficial interest in any portion of the Development (other than an individual lot or group of lots for which all Improvements have been completed and accepted or approved pursuant to this Agreement). The Owner shall, before completing any such transfer, provide the Town with a fully executed copy of the above required agreement by the transferee to be bound by the provisions of this Agreement and, if requested by the Town, with the transferee's proposed assurances of financial capability.

**Section 9. No Waiver of Town Rights.** The Town shall be under no obligation to exercise any right granted to it in this Agreement except as it shall determine to be in its best interest. No failure to exercise at any time any right granted herein to the Town shall be construed as a waiver of that or any other right.

**Section 10. Changes in Law.** Any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they have been, or as they may hereafter be, amended.

**Section 11. Time of Essence.** Time is of the essence in the performance of all terms and provisions of this Agreement.

**Section 12. Term.** Except as otherwise provided herein, this Agreement shall run with and bind the Development in perpetuity, and shall inure to the benefit of and be enforceable by the Owner and the Town, and any of their respective legal representatives, heirs, successors and assigns.

**Section 13. Notices.** All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage paid, certified or registered mail, return receipt requested, at the address set forth below. Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

YMCA of the Chesapeake  
c/o Robbie Gill  
Chief Executive Officer  
111-1 E. Dover Street  
Easton, Maryland 21601

With a copy to:

Bruce Armistead, Esquire  
Armistead, Lee, Rust & Wright, P.A.  
114 Bay Street, Building C  
Easton, Maryland 21601

Notices and communications to the Town shall be addressed to the Town Manager with copies to the Town Attorney, whose current names and addresses are:

Charles Koogle, Town Manager  
Town of Centreville  
101 Lawyer's Row  
Centreville, MD 21617

With a copy to:

Sharon VanEmburch, Esquire  
Ewing, Dietz, Fountain, & Kaludis, P.A.  
16 South Washington Street  
Easton, MD 21601

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

#### **Section 14. Enforcement.**

**14.1 By the Town.** The Town may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Town shall be entitled to withhold the issuance of building permits or certificates of occupancy for any and all buildings and structures within the Development at any time when the Owner has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by the Town against the Owner, or his successors or assigns, for enforcement or for breach of any provision of this Agreement, the Town shall be entitled to reimbursement from the Owner of all costs and expenses, including reasonable attorneys' fees incurred in connection with such judicial proceeding.

**14.2 By the Owner.** The Owner may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement. In the event of a judicial proceeding brought by the Owner, or his successors or assigns against the Town, for enforcement or for breach of any provision of this Agreement, the Owner shall be entitled to reimbursement from the Town of all costs and expenses, including reasonable attorneys' fees incurred in connection with such judicial proceeding.

**14.3 Waiver of Right to Seek Monetary Damages by Owner.** Any provisions of law to the contrary notwithstanding, the Owner agrees that it will not seek, and shall not have the right to seek, or recover a judgement for monetary damages against the Town or any of its elected or appointed officials, officers, employees, agents, representatives, engineers or attorneys in any action on account of or arising out of the negotiation, execution, interpretation, breach or enforcement of any term of this Agreement. The Owner acknowledges that the inclusion of this Subsection in this Agreement constitutes a material factor in the decision of the Town to enter into this Agreement.

**Section 15. Amendments.** All amendments to this Agreement shall be in writing and shall be approved by the Owner and the Town.

**Section 16. Incorporation of Exhibits.** All exhibits referred to herein are hereby incorporated in this Agreement by this reference.



IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.


ATTEST:

TOWN COUNCIL OF CENTREVILLE

Carolyn M. Brinkley

  
Steven K. Kline, President

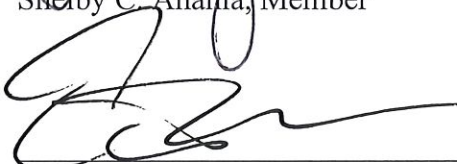
Carolyn M. Brinkley

  
Jeffrey D. Kiel, Vice President

Carolyn M. Brinkley

  
Shelby C. Anania, Member

Carolyn M. Brinkley

  
Eric B. Johnson, Jr. Member

\_\_\_\_\_

ABSENT  
Ashley H. Kaiser, Esq., Member

WITNESS:

THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE CHESAPEAKE, INC.

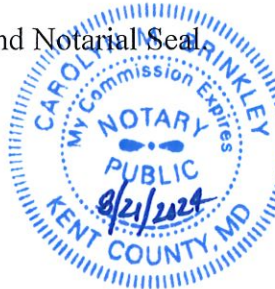
Carolyn M. Brinkley

By:   
Robbie Gill, CEO

STATE OF MARYLAND, COUNTY OF Kent, TO WIT:

I HEREBY CERTIFY, that on this 5<sup>th</sup> day of May, 2022, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared STEVEN K. KLINE, PRESIDENT, JEFFREY D. KIEL, VICE PRESIDENT, SHELBY C. ANANIA, MEMBER, ERIC B. JOHNSON, JR., MEMBER, ~~AND, ASHLEY H. KAISER, MEMBER~~ and that they executed and acknowledged the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal



Carolyn M. Brinkley  
Notary Public  
My Commission Expires: 8/21/2024

STATE OF MARYLAND, COUNTY OF Kent, TO WIT:

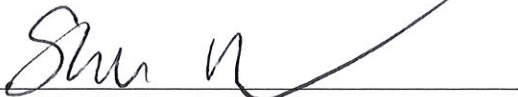
I HEREBY CERTIFY, that on this 13<sup>th</sup> day of May, 2022, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robbie Gill, CEO of The Young Men's Christian Association of the Chesapeake, Inc., a Maryland corporation, and that he, as such \_\_\_\_\_ being authorized to do so, executed and acknowledged the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.



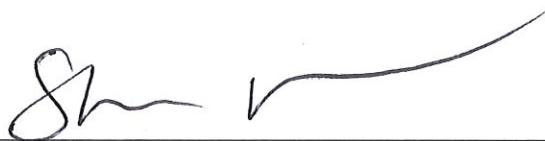
Carolyn M. Brinkley  
Notary Public  
My Commission Expires: 8/21/2024

APROVED AS TO FORM AND LEGAL SUFFICIENCY:



Sharon VanEmburch, Esquire  
Attorney for the Town of Centreville

I HEREBY CERTIFY under the penalties of perjury that the within instrument was prepared by or under the direction of any attorney admitted to practice before the Court of Appeals of Maryland.



Sharon VanEmburch, Esquire

## Estimate of Construction Cost For Sediment and Erosion Control

Project: Queen Anne's YMCA  
 Location: Vincit Street

By: KJS  
 Date: Apr-21

ITEM	QUANTITY	UNIT COST (\$)	COST (\$)
Stabilized Construction Entrance	1 each	\$2,500.00 each	\$2,500
Silt Fence	3130 lf	\$3.50 /lf	\$10,955
Inlet Protection Device	23 each	\$225.00 each	\$5,175
Rip Rap Pads	19 cy	\$100.00 /cy	\$1,900
"Curlex" Excelsior matting	1365 s.y.	\$11.00 /sy	\$15,015
Stabilization	31460 sy	\$1.00 /sy	\$31,460

Total: \$64,505

Bond Amount = Total x 125%: \$80,631

OR

Letter of Credit Amount = Total x 110%: \$70,956



**Estimate of Construction Cost  
For  
Stormwater Management System**

Project: Queen Anne's YMCA  
Location: Vincit Street

By: KJS  
Date: Jul-21

ITEM	QUANTITY	UNIT COST (\$)	COST (\$)
construction stakeout	LS	LS	\$5,000
<b>SUBMERGED GRAVEL WETLANDS</b>			
earthwork for SGW stone / underdrains	1,817 c.y.	\$15.00 /c.y.	\$27,255
planting media	901 cy	\$30.00 /cy	\$27,030
pea gravel and washed #57 stone	799 c.y.	\$35.00 /c.y.	\$27,965
impermeable liner	2,339 s.y.	\$5.00 /s.y.	\$11,695
underdrains	805 lf	\$15.00 /lf	\$12,075
observation ports	34 each	\$200.00 each	\$6,800
<b>BIORETENTION</b>			
earthwork	383 c.y.	\$20.00 /c.y.	\$7,660
mulch and planting soil	116 c.y.	\$20.00 /c.y.	\$2,320
pea gravel / #57 washed stone	116 c.y.	\$30.00 /c.y.	\$3,480
6" PVC perforated underdrain	105 lf	\$20.00 /lf	\$2,100
cleanouts/observation port	3 each	\$200.00 each	\$600
<b>STORM DRAIN SYSTEM</b>			
8" - 12" PVC	363 lf	\$30.00 / lf	\$10,890
12" RCP	89 lf	\$55.00 / lf	\$4,895
15" RCP	723 lf	\$59.00 / lf	\$42,657
18" RCP	238 lf	\$67.00 / lf	\$15,946
24" RCP	290 lf	\$95.00 / lf	\$27,550
Yard Inlet	6 each	\$1,500.00 each	\$9,000
Curb Inlet	12 each	\$2,500.00 each	\$30,000
Type S Inlet	3 each	\$2,250.00 each	\$6,750
Storm Drain Manhole	3 each	\$3,500.00 each	\$10,500
End Sections	5 each	\$1,200.00 each	\$6,000
SWM Landscaping	LS	LS	\$39,050
Asbuilt Survey	LS	LS	\$2,500

Total: \$339,718

Surety Amount = Total x 125%: \$424,648

Inspection Fee = Total x 8%: \$27,177

**Estimate of Construction Cost  
For  
Sewer and Water Improvements**

Project: Queen Anne's YMCA  
Location: Vincit Street

By: KJS  
Date: Apr-21

ITEM	QUANTITY	UNIT COST (\$)	COST (\$)
Mobilization	LS	LS	\$1,000
Construction Stakeout	LS	LS	\$1,500
Replace Ex. 6" lateral with 8"	LS	LS	\$2,500
Sanitary Sewer Manhole	2 each	\$2,500.00 each	\$5,000
8" PVC (SDR-35) sewer lateral	166 lf	\$40.00 /lf	\$6,640
Cleanout	1 each	\$750.00 each	\$750
6" PVC (C-900) water lateral	209 lf	\$45.00 / lf	\$9,405
2" Copper (Type K) water lateral	56 lf	\$20.00 / lf	\$1,120
Water Meter Vault	1 each	\$7,500.00 each	\$7,500

Sub-Total: \$35,415

Total: \$35,415

Surety Amount = Total x 110%: \$38,957

**QUEEN ANNE'S COUNTY YMCA  
Landscape Cost Estimate**

QUA	BOTANICAL/COMMON NAME	SIZE	UNIT COST	COST
<i>Canopy Trees</i>				
10	Betula nigra/Heritage/River Birch	2 - 2 1/2" Cal. B&B	\$125.00	\$1,250.00
6	Magnolia grandiflora/Southern Magnolia	2 - 2 1/2" Cal. B&B	\$165.00	\$990.00
11	Platanus acerifolia/Bloodgood/ Bloodgood London Plane Tree	2 - 2 1/2" Cal. B&B	\$165.00	\$1,815.00
18	Quercus falcata/Southern Red Oak	2 - 2 1/2" Cal. B&B	\$192.50	\$3,465.00
25	Quercus phellos/Willow Oak	2 - 2 1/2" Cal. B&B	\$192.50	\$4,812.50
<i>Understory Trees</i>				
10	Cercis canadensis/Eastern Redbud	2 - 2 1/2" Cal. B&B	\$165.00	\$1,650.00
7	Chionanthus virginicus/White Fringetree	2 - 2 1/2" Cal. B&B	\$165.00	\$1,155.00
9	Cornus kousa/Kousa Dogwood	2 - 2 1/2" Cal. B&B	\$165.00	\$1,485.00
13	Magnolia stellata/Star Magnolia	2 - 2 1/2" Cal. B&B	\$165.00	\$2,145.00
8	Prunus x yedoensis/Yoshino Cherry	2 - 2 1/2" Cal. B&B	\$137.50	\$1,100.00
<i>Shrubs</i>				
12	Abelia x chinensis/Rose Creek/Rose Creek Abelia	18 - 24" Cont.	\$16.00	\$192.00
28	Callicarpa americana/American Beautyberry	18 - 24" Cont.	\$17.50	\$490.00
24	Hypericum x Hidcote/Hidcote St. Johns Wort	18 - 24" Cont.	\$17.50	\$420.00
3	Ilex crenata/Soft Touch/Soft Touch Holly	18 - 24" Cont.	\$16.00	\$48.00
45	Ilex glabra/Shamrock/Shamrock Inkberry	18 - 24" Cont.	\$16.00	\$720.00
29	Spirea japonica/Little Princess/Little Princess Spirea	18 - 24" Cont.	\$16.00	\$464.00
<i>Grasses &amp; Perennials</i>				
7	Liriope muscari/Big Blue/Big Blue Lilyturf	1 Gal. Cont.	\$7.00	\$49.00
4	Nepta x faassenii/Walkers Low/Walkers Low Catmint	1 Gal. Cont.	\$7.00	\$28.00
8	Pennisetum alopecuroides/Hameln/Hameln Fountain Grass	1 Gal. Cont.	\$7.00	\$56.00

Approximate Nursery Cost of Plants: \$22,334.50  
 Queen Anne's County Multiplier: 3  
 Installed Cost of Plants: **\$67,003.50**

Letter of Credit Amount = \$67,003.50 x 110%: \$73,703.85  
 Use: \$73,725.00  
 Bond Amount = 67003.50 x 125%: \$83,754.38  
 Use: \$83,775.00



**FINAL WATER & SEWER ALLOCATION APPLICATION**

to accompany Building Permit Application

**TOWN OF CENTREVILLE, 101 Lawyers Row, Centreville, MD 21617**

**Property Address:** \_\_\_\_\_ (references property location on Building sheet)

**Lot#** \_\_\_\_\_ (refers lot Bldg sheet)    **Bldg Permit#** \_\_\_\_\_ (references Building sheet)

**Owner** \_\_\_\_\_ **Phone#** \_\_\_\_\_

**Address** \_\_\_\_\_

**Builder** \_\_\_\_\_ **Phone#** \_\_\_\_\_

**Address** \_\_\_\_\_ **License#** \_\_\_\_\_

**Plumber** \_\_\_\_\_ **Phone#** \_\_\_\_\_

**Address** \_\_\_\_\_ **License#** \_\_\_\_\_

**Water and Sewer Fees**

<b>Water Allocation</b>	_____ \$5,097.00 per EDU	20% deposit required with application =	_____ \$1,019.40 Per Resolution # 01-2019
<b>Sewer Allocation</b>	_____ \$8,677.00 per EDU	20% deposit required with application =	_____ \$1,735.40 Per Resolution # 01-2019
<b>Administration Fee</b>	_____ \$100.00	for 1 1/2 " meters or greater	Per Ordinance #06-2020
<b>Meter Equipment</b>	_____	Per Ordinance No. 06-2020	
<b>Water Connect Fee</b>	_____ \$100.00	Per Ordinance No. 06-2020	
<b>Sewer Connect Fee</b>	_____ \$100.00	Per Ordinance No. 06-2020	

**TOTAL WATER SEWER FEE**

**Prior Payment Amount and Date:** \_\_\_\_\_

**Payment Date:** \_\_\_\_\_

**Amount:** \_\_\_\_\_ **Check#** \_\_\_\_\_

**Receivables Approved:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**WATER & SEWER ALLOCATION APPLICATION**  
**TOWN OF CENTREVILLE, 101 Lawyers Row, Centreville, MD 21617**

**Building Units** (for other than single family residential)

<b>Number</b>	<b>Type</b>
_____	_____
_____	_____
_____	_____
_____	_____

**Water Receptacles** (for all uses)

<b>Number</b>	<b>Type</b>
_____	_____
_____	_____
_____	_____
_____	_____

**Sewer Receptacles** (for all uses)

<b>Number</b>	<b>Type</b>
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Signature of Property Owner(s)

Receipt Validation

LR - Agreement	
Recording Fee	20.00
Name: Town Council of	
Centreville	
Ref:	
LR - Agreement	
Surcharge	40.00
=====	
SubTotal:	60.00
=====	
Total:	115.00
05/16/2022	11:13
	CC17-PaP
#16215522	CC0204 -
Queen Anne's	
County/CC02.04.02 -	
Register 02	



DOCUMENT VALIDATION  
(excluded from page count for copies)

LR - Additional \$55	
Recording Fee	55.00
=====	
Total:	115.00
CRD-Credit	115.00
#16215522-1	
05/16/2022	11:13
	CC17-PaP
#16215522	CC0204 - Queen
Anne's County/CC02.04.02 -	
Register 02 842	

**The Circuit Court for Queen Anne's County**

Katherine B. Hager, Clerk  
200 N. Commerce Street  
Centreville, Maryland 21617  
410-758-1773  
1-800-987-7591