

**MAYOR AND COUNCIL WORKSHOP  
TUESDAY, SEPTEMBER 24, 2024, 6:00PM**

1. Cooper Property Annexation

**MAYOR AND COUNCIL MEETING  
TUESDAY, SEPTEMBER 24, 2024, IMMEDIATELY FOLLOWING**

1. **CALL TO ORDER, PLEDGE, AND ROLL CALL**
2. **MAYOR'S REMARKS**
  - a. Closed Meeting Statement
  - b. Brunswick Railroaders Little League Team Recognition
  - c. Boys and Girls Club Presentation
  - d. Canal Towns Partnership Citizen Representative Appointment
3. **CITIZENS' FORUM (PETITIONS, REMONSTRANCES, AND COMMUNICATIONS)**
4. **INTRODUCTION AND ADOPTION OF RESOLUTIONS AND ORDINANCES**
  - a. Resolution 2024-22 – Dissolvement of Preservation and Revitalization Committee
  - b. Resolution 2024-23 – Dissolvement of Youth Advisory Committee
5. **CONSENT AGENDA**
6. **UNFINISHED BUSINESS**
  - a. Purchase Contract – 820 Brunswick Street – vote anticipated
  - b. Mutual Aid Agreement – vote anticipated
  - c. Frederick County MOU – CDBG – vote anticipated
7. **NEW BUSINESS**
  - a. MOA – Frederick County Fire & Rescue – Naloxone Vending Machine - vote anticipated
8. **ADJOURN**

### **Proposed Annexation Cooper Workshop 5-16-2024**

Determine if the City wants to annex an additional 23.98+/- ac. of R-1 zoned land combined with existing 126.21 +/- ac. Cooper Property at this time to develop 500 +/- age restricted units, if no, then as annexation are discretionary, follow the process to deny annexation application.

If yes consider,

**Proffer #1** Water & Sewer capacities fees of \$13,597 per unit (500 X 13,597 = \$6,798,500.00) of which 75 taps or \$1,019,775.00 shall be purchased within 90 days of the Preliminary Phase III APFO approval under a water and sewer agreement. An additional 150 taps or 2,039,550.00 shall be purchased at the time of recording of the first plat. The remaining balance of taps (275) will be paid at the time of zoning certificates for each dwelling.

Note that these payments only apply to the Cooper Development capacity and does not reserve or transfer any capacity to any other property the applicant may own, nor does it restrict the City from allocating surplus capacity to any other property as the City deems necessary for sustainable growth.

**Proffer #2** Enter into an agreement with Brunswick Crossing LLC. to provide all the required right of way to complete road improvements at the intersection 9<sup>th</sup> Ave., Souder Rd., Md Rte. 464 and Cummings Dr. and coordinate improvements for Cooper Development accordingly.

**Proffer #3** Applicant agrees to contribute \$35,000.00 to assist the City in preparation of a small area eastern gateway plan which illustrates utility and road improvements (to include alignment of entrances, internal connectivity and access easements, sidewalk connections, pedestrian movement through and around intersections, turn lanes etc.), include water, sewer and traffic adequacy. All efforts should be made to locate the water & sewer line within the properties within a utility easement rather than in SHA R/W. Corridor improvements (planting and fencing) to be considered. Limitations to protect the view shed should be considered as well as full architectural review. Consideration of applying PUD overlay should also be explored with the concept of creating a gathering place. Consideration for the location, design and construction of a welcome to Brunswick sign along Md Rte. 464 must be included. Contribution to be paid with the recording of the first plat.

**Proffer #4** Provide a mix of age restricted housing types to maximize density and conserve green space, this mix should create easy walkability for connectivity, courtyard spaces for gathering (small and large) and 10% affordable senior house component to the development at a minimum. The City also wants every effort to be taken to provide condos and or apartment options with the mix of housing provided.

The city agrees to waive the service, parks and recreation, police and municipal development impact fees for affordable units in the following amounts Single Family Home \$7,061.00, Townhouse/Duplex \$6,668.00, Other Residential \$4,355.00. The Water & Sewer Capacity Fee will be required for all units.

**Proffer #5** Comply with all APFO Traffic and Water & Sewer requirements to provide adequate connections to existing infrastructure.

**Proffer #6** In the design of sidewalk along the north side of Souder Rd. a SHA approved crossing shall be located at 2<sup>nd</sup> Ave. the crossing must include activation device, lighted stop signs, lighted road markers to accommodate pedestrians, cyclist, golf carts or similar approved crossings.

**Proffer #7** As this development is requesting an age restricted designation there will be no need for transfer of land for school construction. In lieu of that fact the City would request that the applicant work with Frederick County Public Schools to have the property located between Galyn Manor and the Cooper property, tax id 25-490630 owned by Board of Education of Frederick County containing 7.52 acers be transfer back to the City. In addition, the City requests access to the approximate area on the attached aerial through the Cooper property and provide a staging area to locate community fireworks display 300' from any dwelling. All attempts should be made to create this area as a community gathering space.

**Proffer #8** All Decorative Street lights must be PE approved acorn style LED lights for Potomac Edison acceptance of maintenance upon transfer.

**Proffer #9** Explore trail connections into and through Galyn Manor to points east.

**Proffer #10** Consider if the existing pump station at Galyn Manor could be expanded to accommodate gravity flow sewer to the existing pump station.

**Reminder:** Include indoor or covered pickleball courts and trail network connections with the amenities of the development. Water Storage Tank

- City Water & Sewer Capacity fee **13,597.00** per dwelling unit
- City Impact fee for Community facility development  
SFD **480**, Other Residential **330**
- City Impact fee for Police  
SFD **478**, Other Residential **328**
- City Impact fee for Parks and Recreation  
SFD **1,596**, Other Residential **1,096**
- City Impact fee for services (schools, affordable housing, infrastructure etc.)  
SFD **4,507**, TH/Duplex **4,914**, Other Residential **2,601**

AMENDED AND RESTATED  
ANNEXATION AGREEMENT  
COOPER FARM PROPERTY

This Amended and Restated Annexation Agreement (referred to as "this Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between GARY R. COOPER and KAY S. COOPER (also known of record as W. Kay Cooper), residing at 3637 Petersville Road, Knoxville, Maryland 21758 (referred to as "Petitioners"), BRUNSWICK-NATELLI LLC, a Maryland limited liability company, having its principal office at 506 Main Street, Suite 300, Gaithersburg, Maryland 20878 (referred to as "Developer"), and the MAYOR AND COUNCIL OF BRUNSWICK, a body politic and corporate of the State of Maryland, having its principal office at Brunswick City Hall, One West Potomac Street, Brunswick, Maryland 21716 (referred to sometimes as "the City").

**RECITALS**

WHEREAS, Petitioners and the City entered into that certain Annexation Agreement dated May 27, 2008, and recorded among the Land Records of Frederick County, Maryland (the "Land Records") in Liber 7121, Folio 627 (hereinafter, the "Original Annexation Agreement") in connection with the annexation into the City's municipal boundaries of 126.21549 acres of land, more or less, located on Tax Map 92, Parcel 90, and situated on the North and East sides of Souder Road/Point of Rocks Road (referred to as "MD 464"), the Western border of the Galyn Manor Subdivision and Southeast of the Town of Rosemont, in the Brunswick Election District, Frederick County, Maryland (referred to as the "Original Annexation Property") and the de-annexation of certain of the "panhandle" portion of a previous annexation now known as the Galyn Manor development so as to eliminate the creation of an enclave by the annexation of the Original Annexation Property; and

WHEREAS, a Petition of Annexation (referred to as the "Petition for Annexation") has been filed by Petitioners and Developer and presented to the Mayor and Council of Brunswick formally requesting the annexation of 23.98265 acres of land, more or less, adjacent to the Original Annexation Parcel being portions of the real property identified on Tax Map 92D, as Parcels 121 and 315, and situated in the Brunswick Election District, Frederick County, Maryland, South of the Town of Rosemont, Northeast of MD 464, and Northwest of the Galyn Manor Subdivision

(referred to as the "New Annexation Property") into the corporate boundaries of the City of Brunswick and a Resolution to Annex the New Annexation Property was introduced by the Mayor, as the presiding officer of the City, to the Council of the City on \_\_\_\_\_ (referred to as the "2023 Annexation Resolution"); and

WHEREAS, a public hearing on the 2023 Annexation Resolution was held by the Mayor and Council of Brunswick on \_\_\_\_\_ after having been properly advertised for two (2) consecutive weeks in a newspaper of general circulation in the City of Brunswick with the last such advertisement appearing no less than fifteen (15) days prior to the date of said public hearing; and

WHEREAS, the City desires to have the New Annexation Property annexed into the corporate limits of the City of Brunswick and for it to be developed together with and as part of the Original Annexation Property (the New Annexation Property and the Original Annexation Property being hereinafter referred to together at times as the "Cooper Farm Property"), as an age-restricted residential subdivision classified and designated R-1 Residential Zoning, with the planned unit development (PUD) overlay, as hereinafter provided; and

WHEREAS, the parties desire to set forth the terms, conditions and agreements relating to the annexation of the New Annexation Property into the corporate boundaries of the City of Brunswick and the terms, conditions and agreements upon which the Cooper Farm Property shall be henceforth developed in an enforceable contract pursuant to this Agreement; and

WHEREAS, the consideration for this Agreement and the obligations of payment, performance and forbearance undertaken by the Petitioners and Developer, consists of the discretionary election by the City to enlarge the corporate boundaries of the City of Brunswick to include the Cooper Farm Property.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the parties amend and restate the Original Annexation Agreement by replacing the Original Annexation Agreement, in its entirety, with this Agreement, which shall be effective for all purposes as of dated set forth hereinabove as follows:

1. RECITALS. The recitals set forth above are incorporated herein and made a part hereof as if fully set forth herein.

2. ZONING. Concurrent with the adoption of the Annexation Resolution approving the annexation of the New Annexation Property, the City, pursuant to Petitioners' and Developer's request, shall classify the entire Cooper Farm Property in the City as R-1 Low Density Residential, with the Planned Unit Development (PUD) Overlay.

3. NO VESTED RIGHTS. No vested rights are established by this Agreement with respect to the City of Brunswick Zoning Ordinance ("referred to as "Zoning Ordinance") or other land use ordinances and regulations of the City.

4. DEVELOPMENT OF COOPER FARM PROPERTY.

(a) The City shall permit the development of the Cooper Farm Property in accordance with its zoning classification and designation as R-1 Low Density Residential, with all of uses allowed within and pursuant to all of the requirements of the PUD overlay development under the Zoning Ordinance; provided however, that the density of residential dwelling units on the Cooper Farm Property shall be limited to six hundred (600) residential dwelling units of varying lot sizes, all of which shall be age-restricted in accordance with the provisions of paragraph 4(b) of this Agreement (referred to as the "Proposed Development"). The Proposed Development shall include a mix of housing types to maximize density and conserve green space, shall create easy walkability for connectivity, courtyard spaces for gathering (small and large) and shall include not less than a 10% affordable senior house component, and shall include multi-family dwelling units. The City agrees to waive the service, parks and recreation, police and municipal development impact fees for affordable units in the following amounts: Single Family Home \$7,061.00, Townhouse/Duplex \$6,668.00, Other Residential \$4,355.00.

(b) Petitioners and Developer agree that all residential dwelling units constructed upon the Cooper Farm Property shall be for age-restricted (> 55 years old) uses and dwellings only, meeting or exceeding the criteria established in 42 U.S.C. §3607 (Fair Housing) relating to housing for older persons, together with the applicable rules, regulations, judicial and administrative interpretation thereof, and that, for purposes of clarification and enforcement, these age-restricted housing restrictions satisfactory to the City shall be included in appropriate covenants and restrictions applicable to the Cooper Farm Property prohibiting occupancy of the age-restricted dwellings by persons under the age of 18 years to the extent permitted by applicable

law, which covenants and restrictions shall apply to the Cooper Farm Property and be recorded among the Land Records of Frederick County, Maryland.

(c) Petitioners and Developer agree that the Proposed Development shall be subject to architectural review and approval by the City of Brunswick Planning Commission and shall incorporate a timely development phasing schedule (for residential units and public and private infrastructure) as defined in a Multi-year Water and Sewer Service Agreement to be entered into between the developer of the Cooper Farm Property and the City (the "Water/Wastewater Service Agreement"). The Water/Wastewater Service Agreement shall be entered into as part of the PUD Phase II review of the Proposed Development, shall allocate available water/wastewater capacity, connections or tap service for the Proposed Development, and shall establish water and wastewater capacity fees which shall be paid at the rate of \$13,597 per unit ( $600 \times 13,597 = \$8,128,200.00$ ), of which 75 taps or \$1,019,775.00 shall be purchased within 90 days of the issuance of the first sediment control/grading permit for development of the Cooper Farm Property. An additional 150 taps or \$2,039,550.00 shall be purchased at the time of recordation of plats for the first 150 residential units. The remaining balance of taps (375) will be paid at the time of zoning certificates for each dwelling. Affordable units shall be subject to the same water and wastewater capacity fees as market units.<sup>1</sup>

(d) The Developer agrees to contribute \$35,000.00, to be paid at the time of recording the first subdivision plat for the Proposed Development, to assist the City in preparation of a small area eastern gateway plan which illustrates utility and road improvements (to include alignment of entrances, internal connectivity and access easements, sidewalk connections, pedestrian movement through and around intersections, turn lanes etc.), including water, sewer and traffic adequacy. The Developer agrees to use commercially reasonable efforts to locate water and wastewater lines within the Cooper Farm Property within a utility easement rather than in State Highway Administration right of way. Corridor improvements (planting and fencing) shall be considered. Limitations to protect the viewshed should be considered as well as full architectural review. The Developer agrees to explore including the concept of creating a gathering

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<sup>1</sup> Note that these payments only apply to the Cooper Farm Property development capacity and do not reserve or transfer any capacity to any other property the Developer may own, nor does it restrict the City from allocating surplus capacity to any other property as the City deems necessary for sustainable growth.

place within the Proposed Development and shall consider the location, design and construction of a “Welcome to Brunswick” sign along Md Rte. 464, which sign must be included.

(e) All Decorative Street lights must be Potomac Edison approved acorn style LED lights for Potomac Edison acceptance of maintenance upon transfer.

(f) The Developer agrees to explore trail connections into and through Galyn Manor to points east, with any offsite trails to be at the expense of others and dependent on available rights-of-way and easements. The Developer agrees to explore the potential expansion of the existing pump station located at Galyn Manor, in order to accommodate gravity flow of wastewater to the existing pump station.

(g) The Proposed Development shall contain amenities sufficient to meet the City’s code requirements and will be responsive to the active adult market amenity needs. The Developer agrees to evaluate the possibility of providing indoor or covered pickleball courts and trail network connections with the amenities of the development in the context of the total amenity program planned for the Proposed Development as the plans for the community are finalized.

5. MORATORIUM. The City reserves the absolute right to impose a moratorium on development of the Cooper Farm Property in accordance with Maryland and Federal law, in the event such action may become necessary or desirable in the reasonable judgment of the Mayor and Council of Brunswick, in order to protect the health, safety and public welfare of the residents of the City of Brunswick.

6. PARK SITE. The Petitioners and Developer agree to transfer and convey to the City good and marketable fee simple title to a parcel of land, containing no less than ten (10) acres to be utilized as a public neighborhood park for active use at a location acceptable to Petitioners and Developer and the City. Petitioners and Developer agree to transfer and convey the park parcel to the City, upon the City's request, following recordation of the first subdivision plat adjacent to the area in which the park parcel is located; provided that the park site may be utilized to provide for Forest Resource Ordinance (FRO) plantings, Stormwater Management (SWM) facilities, open space and other regulatory requirements for the Proposed Development. The Developer agrees to work with Frederick County Public Schools to seek to have the property located between Galyn



Manor and the Cooper Farm Property, Tax ID 25-490630, currently owned by Board of Education of Frederick County and containing 7.52 acres, transferred back to the City.

7. MD RTE 464 FRONTAGE IMPROVEMENTS. Petitioners and Developer hereby acknowledge that the Proposed Development may require improvements to MD 464 (Souder Road) along the frontage of the Cooper Farm Property to accommodate access to the property and may require improvements to the intersection of MD 464 and Point of Rocks Road. The scope of and requirements for said frontage and/or intersection improvements shall be determined at time of preliminary plan review for the Proposed Development and following testing required under the City's Adequate Public Facilities Ordinance. The Developer agrees to enter into an agreement with Brunswick Crossing LLC. to provide all the required right of way to complete road improvements at the intersection 9th Ave., Souder Rd., Md Rte. 464 and Cummings Dr. and coordinate improvements for the Proposed Development accordingly. The Developer shall work with the City and State Highway Administration to identify improvements to the Souder Road/2nd Avenue intersection that will improve bicycle and pedestrian crossings and, if all necessary right-of-way and easements are secured by the City and/or SHA, either construct the improvements or contribute to the future construction of the improvements by paying a per unit fee-in-lieu at the time of building permits, with the total cost of improvements not to exceed \$150,000.

8. ADEQUATE PUBLIC FACILITIES.

(a) Petitioners and Developer acknowledge that the Proposed Development is subject to the City's Adequate Public Facilities Ordinance ("APFO") to insure that public roads and water and sewer facilities are available and adequate to serve the proposed development of the Cooper Farm Property. A final determination regarding public facilities adequacy for the Proposed Development will occur at the time of its PUD Phase II review or no later than the time period set forth in Section 1.9 of the APFO, and at the time of the preliminary plan or site plan review for the Proposed Development. The City, at no cost to it, agrees that it will cooperate with the Petitioners and Developer in order for the Petitioners and Developer to secure and construct the off-site public facilities necessary to accommodate the Proposed Development so that the Proposed Development may satisfy the APFO.

(b) If adequate water and wastewater capacity are not available to the Cooper Farm Property at the time of the review of the Proposed Development, the Water/Wastewater

Service Agreement shall identify and require the acquisition of off-site public utility easements and/or rights-of-way and the design and construction of the improvements in order to extend public water and wastewater service to the Proposed Development all at Petitioners or Developer's expense. In addition, the "Construction of improvements and Public Works Agreement" section of the Water/Wastewater Service Agreement shall set forth in detail the responsibilities of the City and Petitioners or Developer, if any, in the acquisition of off-site public utility easements and/or rights-of-way and design and construction of the necessary water and wastewater improvements to serve the Cooper Farm Property. Any approvals for water and sewer service to the Cooper Farm Property that are required from Frederick County shall be the responsibility of the Petitioners or Developer to obtain, at its expense although City agrees to cooperate with Petitioners and Developer to obtain such approval.

9. PROPERTY TAXES. Pursuant to Section 8-209 et seq., of the Tax Property Article of the Annotated Code of Maryland, the City agrees to accept the assessment from the Maryland State Department of Assessments and Taxation of the Cooper Farm Property as agricultural land for all portions of the Cooper Farm Property for which no subdivision plats have been recorded. This shall be further defined at the time of any subdivision review for the Proposed Development through a phasing plan.

10. BINDING EFFECT AND SEVERABILITY. This Agreement and all terms, restrictions and conditions contained herein shall run with the land and be binding upon the parties hereto, their respective heirs, personal representatives, successors, grantees and assigns. Any amendment or modification to the Agreement shall be in writing, executed by the respective parties or their successors, grantees or assigns; provided, however, should any successors, grantees or assigns be a property owner/member of a condominium regime or incorporated homes or homeowners association governed by Title 11 or Title 11B, Real Property Article of the Annotated Code of Maryland, the governing board of directors or governing body thereof shall have the authority to and shall sign for and on behalf of individual property owners/members thereof with respect to any modification or amendment to this Agreement. This provision shall supersede any provision to the contrary contained in any document governing actions of a condominium regime or incorporated homes or homeowners association. If any provision of this Agreement, or any amendment hereto, shall be determined by a final, un-appealable order of any court of competent

jurisdiction, to be invalid or unenforceable, such judicial determination shall not affect the remaining provisions of this Agreement, or of any amendment hereto, all of which are conclusively deemed and intended by the parties to be severable.

11. MEDIATION OF DISPUTES. In the event a dispute arises between parties to this Agreement, the City, if it so elects, may refer the matter to non-binding mediation, and in such event, agrees to participate in mediation in good faith. The manner of selection of a mediator or panel of mediators shall be by consensus of the parties, or, in the absence of such consensus, shall be determined by the Mayor and Council. No mediator shall have a conflict of interest or partiality with respect of any of the parties to the dispute. The mediator or mediators must be chosen from the legal profession, and shall have completed a course of training in mediation. The cost of mediation shall be borne by the Petitioners or Developer, as applicable.

12. ATTORNEYS FEES. In the event any action is commenced by the City against any party to this Agreement, or by any third party with regard to the validity, interpretation or enforcement of any provision of this Agreement, the City shall be entitled to reimbursement from the Petitioners and/or Developer (as applicable) of its reasonable attorney's fees, together with all of its litigation expenses and court costs incurred in any such proceeding, including such fees and expenses relating thereto which are incurred prior to commencement of suit. This provision shall apply to both trial and appellate proceedings, any judgment may be entered for such fee, litigation expenses and costs in the same action, or in one or more separate actions brought for that purpose.

13. NON-LIABILITY FOR DAMAGES. The Mayor and Council of Brunswick, and any elected or appointed official, employee, agent or contractor of the City, shall not be liable in any action arising from or relating to the subject matter of this Agreement, for any consequential damages.

14. CONFESSED JUDGMENT. With regard to any liquidated sum which may be due and payable to the City hereunder, in the event of an uncured default in timely payment thereof (after notice of default from the City), the Petitioners and Developer authorize the City, any attorney of record, or the clerk of any court, to confess judgment against it or them, from time to time, for such monetary sums as may then be in default under this Agreement, together with attorney's fees in the amount of fifteen (15%) percent of the amount so confessed, and court costs.

15. ASSIGNMENT. No assignment of this Agreement or of any right or obligation hereunder, shall be permitted or effective as to the Petitioners and Developer, unless the same shall have been approved in writing by the City, which approval shall not be unreasonably withheld.

16. INDEMNIFICATION. Petitioners and Developer agree to indemnify and hold harmless the City and the Mayor and Council of Brunswick, its elected and appointed officials, employees, agents and contractors, from and against any claims, causes of action, liability, damages and judgments, including reasonable attorney's fees, litigation and court costs incurred in defense, incurred by the City and/or its elected and appointed officials, employees, agents and contractors, in any action arising directly or indirectly from the annexation of the Cooper Farm Property, or from this Agreement, or any suit, administrative proceeding or other legal action initiated by any third party against the City and/or its elected and appointed officials, employees, agents and contractors, with respect to this Agreement or the Proposed Development of the Cooper Farm Property.

17. EFFECTIVE DATE. This Agreement shall be in full force and effect on the effective date of the Annexation Resolution for the New Annexation Property (referred to as the "Effective Date" of this Agreement). If said Annexation Resolution does not become effective for any reason, this Agreement shall be null and void and the Original Annexation Agreement shall remain in full force and effect.

18. DEFAULT AND SPECIFIC PERFORMANCE. In the event of any default in the payment or performance of any obligation created in this Agreement, or any amendment hereto, the both parties hereto shall have all of the rights and remedies available at law or in equity in the enforcement of this Agreement including but not limited to (if available to that party) the remedy of specific performance. It is agreed that the party claiming a default hereunder will provide the other party with reasonable notice of a claimed default and a reasonable opportunity for the notified party to correct and cure such claimed default before undertaking its default rights and remedies hereunder. The remedies provided hereunder are cumulative and not exclusive. The parties hereto consent to the jurisdiction of the courts of Maryland in Frederick County, and with respect to actions in Federal court, to the Frederick courts sitting in Maryland. The parties hereto waive the right to trial by jury.

19. PETITIONERS/DEVELOPER TO PAY EXPENSES. Petitioners and/or Developer shall pay all of the City's expenses incurred in the consideration and adoption of the Annexation Resolution for the New Annexation Property, including, but not limited to, legal fees, consulting fees, the amendment of the zoning map of the City, the amendment of the description of the municipal boundary of the City of Brunswick as set forth in the Charter, and any required costs of advertising the Annexation Resolution for the New Annexation Property.

20. TERM OF AGREEMENT. The "Term" of this Agreement shall be thirty (30) years, commencing on the Effective Date, and continuing until the issuance of a final use and occupancy permit with respect to the last lot improvement to be constructed on the Cooper Farm Property in accordance with the Proposed Development as approved by the City, or, unless extended in the discretion of the City, the expiration of the 30-year term, which shall first occur.

21. GENERAL. This Agreement shall be governed by, interpreted and construed under the laws of the State of Maryland in accordance with its fair and reasonable meaning and without regard to the identity of the author. Each person whose name appears below on the signature lines certifies, in signing this Agreement, that he or she is duly authorized to execute this Agreement in the representative capacity indicated. This Agreement may be recorded among the Land Records of Frederick County, Maryland.

[SIGNATURE PAGES FOLLOW]

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
GARY R. COOPER

\_\_\_\_\_

\_\_\_\_\_  
KAY S. COOPER

PETITIONERS

WITNESS:

BRUNSWICK-NATELLI, LLC

By: \_\_\_\_\_  
Thomas A. Natelli,  
General Manager

DEVELOPER

WITNESS/ATTEST:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MAYOR AND COUNCIL OF  
BRUNSWICK, a body politic  
and corporate of the State of Maryland

By: \_\_\_\_\_  
NATHAN BROWN, MAYOR

By: \_\_\_\_\_  
ANDREW ST. JOHN, MAYOR  
PRO TEM

By: \_\_\_\_\_  
BRIAN SANDUSKY,  
COUNCILMAN

By: \_\_\_\_\_  
JOHN CAVES,  
COUNCILMAN

By: \_\_\_\_\_  
ANGEL WHITE,  
COUNCILWOMAN

By: \_\_\_\_\_  
DANIEL YOCHELSON,  
COUNCILMAN

By: \_\_\_\_\_  
ERIC SMOTHERS,  
COUNCILMAN

ATTORNEY'S CERTIFICATE

This document has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Supreme Court of Maryland.

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Bruce N. Dean, Esquire





**RESOLUTION NO. 2024-22**

**A RESOLUTION AUTHORIZING THE MAYOR AND COUNCIL TO DISSOLVE THE  
PRESERVATION AND REVITALIZATION COMMITTEE IN THE CITY OF  
BRUNSWICK, MARYLAND.**

**WHEREAS**, pursuant to the powers granted by the Maryland Code, Local Government, Title 5, Section 5-202, the City of Brunswick Code of Ordinances, Chapter 2, Article 2, Title 1, and Section 402 of the Charter of the City of Brunswick, Maryland, the Mayor and Council deem it necessary to dissolve the Preservation and Revitalization Committee;

**WHEREAS**, the Committee was created by Resolution 2020-21 with the responsibility to provide to the Mayor and Council information and recommendations regarding preservation and revitalization in the City of Brunswick; and

**WHEREAS**, the responsibility of the Committee was met by the members appointed by the Mayor and Council,

**BE IT RESOLVED**, the Mayor and Council of the City of Brunswick, Maryland has determined no continued need for the aforementioned committee and do dissolve the Preservation and Revitalization Committee effective immediately.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2024 by a vote of \_\_\_\_ for; 0 against; 0 abstaining, and 0 absent.

ATTEST:

\_\_\_\_\_  
Julie Martorana, City Administrator

COUNCIL OF THE CITY OF BRUNSWICK:

By: \_\_\_\_\_  
Brian Sandusky, Mayor Pro Tem

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST: \_\_\_\_\_

Julie Martorana, City Administrator

\_\_\_\_\_

Nathan Brown, Mayor

**RESOLUTION NO. 2024-23**

**A RESOLUTION AUTHORIZING THE MAYOR AND COUNCIL TO DISSOLVE THE  
YOUTH ADVISORY COMMITTEE IN THE CITY OF BRUNSWICK, MARYLAND.**

**WHEREAS**, pursuant to the powers granted by the Maryland Code, Local Government, Title 5, Section 5-202, the City of Brunswick Code of Ordinances, Chapter 2, Article 2, Title 1, and Section 402 of the Charter of the City of Brunswick, Maryland, the Mayor and Council deem it to be necessary to dissolve the Youth Advisory Committee;

**WHEREAS**, the Committee was created by Resolution 2020-22 with the responsibility to provide the Mayor and Council information and recommendations regarding youth activities in the City of Brunswick; and

**WHEREAS**, the responsibility of a formal Committee is deemed no longer necessary for this purpose because youth input will be obtained by other means on various committees,

**BE IT RESOLVED**, the Mayor and Council of the City of Brunswick, Maryland has determined no continued need for the aforementioned committee and do dissolve the Youth Advisory Committee effective immediately.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2024 by a vote of \_\_\_\_ for; 0 against; 0 abstaining, and 0 absent.

ATTEST:

\_\_\_\_\_  
Julie Martorana, City Administrator

COUNCIL OF THE CITY OF BRUNSWICK:

By: \_\_\_\_\_  
Brian Sandusky, Mayor Pro Tem

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST: \_\_\_\_\_

Julie Martorana, City Administrator

\_\_\_\_\_

Nathan Brown, Mayor

## CONTRACT OF PURCHASE AND SALE

THIS CONTRACT OF PURCHASE AND SALE, made as of this \_\_\_\_\_ day of \_\_\_\_\_ 2024 (this “**Contract**”) THE BRUNSWICK VOLUNTEER FIRE COMPANY OF FREDERICK COUNTY, MARYLAND, a non-stock, non-profit corporation of the State of Maryland (“**Seller**”), and MAYOR AND COUNCIL OF BRUNSWICK, a municipal corporation of the State of Maryland (“**Buyer**”, and together with Seller, the “**parties**”), its successors and assigns.

**WHEREAS**, Seller is the fee simple owner of (1) that certain lot or parcel of land located on the south side of Brunswick Street, west of Fifth Avenue, in the City of Brunswick, Maryland, now improved with a metal siding storage garage structure (the “**Improvements**”) and known as 820 E. Brunswick Street, in the City of Brunswick, Maryland (“**Lot #134**”); and (2) that certain lot or parcel of land located on the north side of Brunswick Street, west of Fifth Avenue, in the City of Brunswick, Maryland, across from Lot #134 and known as 811 W. Potomac Street, in the City of Brunswick, Maryland (“**Portion of Lot #135**” and together with Lot #134 sometimes referred to collectively herein as the “**Land**”).

**WHEREAS**, Buyer wishes to purchase and acquire and Seller desires to sell and convey to Buyer the Land, Improvements, rights of way and other appurtenances hereinafter described as the “**Property**” and the parties are entering into this Contract for the purposes of setting forth the terms and conditions of their agreement.

**WITNESSETH**: That for and in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration (including without limitation the Independent Consideration), the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell, and Buyer hereby agrees to purchase, in fee simple, the Land, Improvements, and rights and appurtenances to the Land and Improvements described as follows:

that certain lot or parcel of land containing 0.248 acres, more or less, located on the south side of Brunswick Street, west of Fifth Avenue, in the City of Brunswick, Maryland, and being more particularly described in a Deed recorded among the Land Records of Frederick County, Maryland (the “**Land Records**”) in Liber 1144, folio 224; and

the certain lot or parcel of land containing less than 0.1 acres, more or less, located on the north side of Brunswick Street, west of Fifth Avenue, in the City of Brunswick, Maryland, and being more particularly described in a Deed recorded among the Land Records in Liber 5841, folio 411 (collectively with the Land and Improvements, the “**Property**”).

NOW THEREFORE, in consideration of the mutual promises herein contained, to be kept and observed by the respective parties hereto, and for other good and valuable consideration by each of the parties hereto unto the other in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. CONTRACT TO PURCHASE AND SELL. Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller at the price and upon the terms and

conditions hereinafter set forth. In addition to the Property and included within the Purchase Price, the sale and purchase shall include all articles of personal property located on and used in connection with the operation of the Property (collectively, the “**Personal Property**”), to the extent any of same are owned by Seller. Seller shall have no obligation to remove any of the Personal Property from the Property.

2. **PURCHASE PRICE:** The purchase price of the Property hereby sold shall be TWO HUNDRED THOUSAND and 00/100 DOLLARS (**\$200,000.00** U.S.) (the “**Purchase Price**”). The Purchase Price shall be paid by Buyer to Escrow Agent at Closing (as hereinafter defined), subject to the prorations and adjustments set forth in Section 9 hereof, by certified check or wire transfer of immediately available funds.

3. **DEPOSIT:**

A. Within three (3) business days of the Effective Date (as herein defined), an earnest money deposit in the amount of Five Hundred Dollars (**\$500.00**) (the “**Deposit**”) shall be paid by Buyer to Salisbury, McLister & Foley, LLP, 100 West Church Street, Frederick, MD 21701 (hereinafter, the “**Escrow Agent**”). The Deposit shall be held in escrow by the Escrow Agent under the terms and conditions hereinafter set forth. At Closing, the Deposit shall be applied to the Purchase Price. The amount of One Hundred Dollars (\$100.00) of the Deposit has been bargained between Buyer and Seller as independent and adequate consideration (the “**Independent Consideration**”) for Seller’s execution and delivery of this Contract and Buyer’s right to inspect the Property pursuant to Section 7 hereof. Such sum is in addition to and independent of any other consideration or payment provided for in this Contract and is non-refundable in all events.

B. **ESCROW AGENT:** The Deposit shall be held in escrow by the Escrow Agent, pending the cancellation of this Contract or Closing hereunder as the case may be. The Escrow Agent shall place the Deposit in a non-interest-bearing account with a federally insured bank doing business and having an office in the State of Maryland, in the name of Escrow Agent with the designation “as Escrow Agent”. The Deposit (less the Independent Consideration) shall be (i) forfeited to Seller if Buyer is in default hereunder, (ii) returned to Buyer if Seller is in default hereunder, (iii) returned to Buyer if Buyer properly terminates this Contract pursuant to the terms and conditions hereof, or (iv) credited to Buyer against the Purchase Price payable at Closing, as the case may be.

4. **TITLE.** Indefeasible fee simple title to the Property is to be sold and conveyed by Seller to Buyer, or its assigns, at the time of Closing, free of encumbrances and liens, or covenants, conditions or restrictions to the free and unencumbered use of the Property other than easements for public utilities and matters revealed by survey (if one is ordered by Buyer at its expense), that are acceptable to Buyer (collectively, “**Permitted Encumbrances**”). Title is to be marketable, good of record and in fact and insurable in an amount equal to the total Purchase Price of the Property by a title insurance company selected by Buyer, at standard rates allowed by law, under the current ALTA standard full coverage owner’s title insurance policy form, except for Permitted Encumbrances. Notwithstanding any other provision of this Contract, Seller shall be responsible to remove all monetary liens against the Property on or before Closing. Seller shall execute and acknowledge such normal and customary affidavits and certifications as the title insurer may

reasonably require of Seller in connection with issuing such policy. If Seller fails or is unable to deliver title to the Property in the condition required in this paragraph 4 (“**Title Defects**”), Seller shall immediately undertake and diligently pursue at Seller’s sole expense, all action necessary to remove the Title Defects, in which event all other time frames and deadlines in this Contract, including without limitation the Closing Date, shall be correspondingly extended for the time necessary for Seller, acting with due diligence, to remove the Title Defects not to exceed one hundred twenty (120) days.

5. **COSTS.** At Closing, Seller shall provide a special warranty deed for the Property, a bill of sale for any Personal Property and pay any fees for securing release evidence for any liens or encumbrances against the Property. Buyer and Seller shall each pay one-half (1/2) of all required Maryland State Recordation Tax and Transfer Tax, and a commercially reasonable Closing fee for services rendered by Escrow Agent to Buyer and Seller including preparation of the special warranty deed on Seller’s behalf. Buyer shall pay all other costs, such as but not limited to its financing, recording fees, title examination, survey (if ordered by Buyer) and standard title insurance premiums. Each party shall be responsible to pay their own attorneys’ fees related to this Contract.

6. **CLOSING.**

A. In the event that Buyer does not elect to terminate this Contract as it is entitled to do pursuant to the terms hereof, Buyer and Seller are required and agree to make full Closing of this purchase and sale in accordance with, and subject to, the terms hereof (“**Closing**”) at the offices of the Escrow Agent on or before the date that is thirty (30) days after the expiration of the Feasibility Period (as herein defined) (the “**Closing Date**”).

B. Closing is to be made at the offices of Escrow Agent not later than the Closing Date set forth in Paragraph 6.A above. However, Buyer shall have the right, at its option, to designate any earlier date on which it desires to have Closing made by giving Seller at least ten (10) days prior written notice, whereupon Seller and Buyer agree to make Closing in accordance with the terms of this Contract at such date and time specified in Buyer’s notice. As an alternative, and if so requested by either party, the parties hereto will cooperate in effecting Closing by escrow (and virtually without the need to personally attend) by delivering all executed Closing documents to the Escrow Agent in accordance with commercially reasonable instructions as to delivery and recording of documents and disbursement of funds.

C. The Property is to be conveyed in the name of Buyer, Buyer’s designee, or in the event of assignment, Buyer’s assignee. Seller shall execute, acknowledge and deliver to Buyer at Closing the following:

(i) A good and sufficient special warranty deed in proper statutory form for recording, duly executed and acknowledged by Seller (and by any other persons or entity required by Buyer’s title insurance company) and containing a legal description of the Land in form satisfactory to Buyer and/or Buyer’s title insurance company (the “**Deed**”);

(ii) Such affidavits, mechanics lien waivers, or letters of indemnity as Buyer's title insurance company shall require in order to omit from its title insurance policy all exceptions for un-filed mechanics', material men's or similar liens;

(iii) Such bills of sale, operating contracts, certificates and resolutions, and certificates and other instruments, documents, affidavits, deposits and other materials which may be necessary or desirable for, or incidental to, the consummation of the sale provided for herein, as Buyer may reasonably request or as required by the title insurance company employed by Buyer in order to obviate defect in, or objection or exception to the title to the Property;

(iv) An assignment of any warranties by the builder or any equipment vendor with respect to the Improvements constructed on the Property or Personal Property to the extent that such warranties can be assigned by Seller and only to the extent agreed to by Buyer during the Feasibility Period as described herein;

(v) Seller's certification that there are no tenants, licensees or other occupants of the Property and no leases, license, occupancy, or similar agreements affecting the Property; and

(vi) Seller's certification as to the continued accuracy and completeness of its Certifications, Representations and Warranties pursuant to Section 12 and Section 13 of this Contract.

7. CONDITIONS OF BUYER'S OBLIGATION TO COMPLETE CLOSING. Buyer's obligation to complete Closing hereunder, is expressly conditioned upon the satisfactory accomplishment in Buyer's sole discretion and for Buyer's sole benefit hereunder, of the following within the period of time set forth below:

A. Feasibility Period and Buyer's Indemnification. Buyer, its employees, agents, advisors, consultants, contractors and representatives (collectively, "**Permittees**") shall have the right, at Buyer's expense, to enter the Land, and Improvements on the Property to cause such tests, inspections and studies, including, but not limited to, economic studies, financing analysis, engineering studies, survey, title, environmental audits, structural studies, building inspections and radon testing, to be made with respect to the Property as Buyer, in its discretion, deems appropriate and necessary to satisfy itself as to the suitability of the Property for Buyer's intended use (collectively, "**Inspections**"). Seller agrees to make the Property accessible to Buyer and its Permittees for the Inspections. If the results of the Inspections conducted by or on behalf of Buyer do not permit or warrant the purchase of the Property, in the sole and absolute discretion of Buyer, then Buyer shall have the right, exercisable by written notice given to Seller within sixty (**60**) days from the Effective Date of this Contract ("**Feasibility Period**") to declare this Contract null and void. If Buyer terminates this Contract, the Deposit (less the Independent Consideration) shall be returned to Buyer, provided Buyer is not in default hereunder, and thereafter Seller and Buyer shall be relieved from further liability hereunder, at law or in equity. If Buyer does not declare this Contract null and void by written notice to Seller during the Feasibility Period, Buyer and its Permittees shall continue to have access to the Property up to and including the Closing Date, subject to Section 7.C. below. Buyer shall be liable to Seller for any losses arising from any

Inspections or other activities of Buyer or its Permittees upon the Property. If Buyer or its Permittees cause any damage to the Property during their Inspections, and if, for any reason (other than the default of Seller) Closing does not occur, Buyer shall, at its sole cost and expense, restore the Property, or any part thereof, to the condition that existed immediately prior to the Inspections. Seller agrees to deliver to Buyer, within five (5) days of the Effective Date, time being of the essence, all information pertaining to the Property in Seller's possession or available to Seller, including engineering and environmental reports, studies, tests, plans, plats, and specifications, surveys, appraisals, title insurance policies, tax bills, warranties, and all other documents, books and records which relate to the operation, valuation, maintenance and management of the Property (collectively "**Seller's Materials**"). The Feasibility Period shall be extended for each day that Seller's Materials are not delivered to Buyer beyond the five (5) day requirement set forth in this Section 7.A. If Seller does not have and/or cannot reasonably produce for Buyer any of the above listed Seller's Materials, then Seller shall deliver a certified statement as to the listed materials not being delivered and the reason for non-delivery within the said five (5) day period.

8. **RISK OF LOSS.** The risk of loss or damage to the Property by fire, erosion, flood or other casualty, until Closing hereunder, is assumed by Seller. Except as otherwise agreed between Seller and Buyer during the Feasibility Period as set forth herein, Seller shall not after the Effective Date hereof, perform or allow to be performed any demolition of existing Improvements, dumping of materials of any kind, removal or cutting of trees or shrubs (other than normal maintenance, cutting and trimming), grading, filling or any construction work of any type on the Property, without the written consent of Buyer which may be granted or withheld in Buyer's sole discretion.

9. **ADJUSTMENT.** General and special taxes, utility charges, and rents if any, are to be adjusted to the Closing Date and the Deposit is to be credited to Buyer at Closing. All other public or governmental charges or assessments against the Property which are or may be payable on an annual basis, are to be adjusted to the Closing Date, except assessments for improvements completed prior to the Effective Date hereof, whether assessment thereof has been levied or not, shall be paid by Seller or an allowance in favor of Buyer made thereof at the time of Closing.

10. **NOTICES OF VIOLATION.** All written notices of violations of municipal orders or requirements noted or issued by legal authority or action in any court on account thereof against or affecting the Property at the time of Closing under this Contract, shall be complied with by Seller and the Property conveyed free thereof. Buyer has not received actual notice of any such violations.

11. **PROPERTY CONDITION.**

A. Seller shall deliver possession of the Property at Closing free and clear of the possession of any party or person and shall deliver the Property in substantially the same condition as existed on the Effective Date.

B. All electrical, heating, air conditioning (if any), plumbing (including well and septic), and any other mechanical systems and related equipment, appliances and smoke detector(s) included in this Contract shall be in **AS IS** condition. Buyer reserves the right to inspect the Property prior to Closing.



12. HAZARDOUS WASTE. Seller does hereby certify, represent, and warrant to the Buyer, the following which shall survive Closing and recording of the Deed for a period of one (1) year from the Closing Date:

A. To Seller's knowledge, the Property has not been used for hazardous waste disposal, and Seller has not conducted or authorized the generation, transportation, storage, treatment or disposal on the Property, in any buildings, containers, on the surface or underground, of any solid, liquid, semi-solid or gaseous material that would constitute "hazardous wastes" as defined in the Resource Conservation and Recovery Act of 1976 (as amended) ("**RCRA**"), 42 U.S.C. §§ 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. §§ 9601 et seq., or any applicable state law.

B. Seller is not aware of any pending or threatened litigation or proceeding before any court or administrative agency in which any person or entity alleges the presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment, or disposal at the Property of any hazardous waste.

C. Seller has not received any notice of and has no actual or constructive knowledge that any governmental authority or any employee or agent thereof or private citizen has determined, or threatens to determine, that there is a presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment, or disposal at the Property of any hazardous waste.

D. There have been no communications or contracts with any governmental authority or agency (federal, state or local) or any private entity, including, but not limited to, any release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment, or disposal at the Property of any hazardous waste.

E. If prior to Closing, the presence, release or threat of release of any hazardous waste upon or under the Property (i) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under RCRA, CERCLA, or any common law theory based on nuisance or strict liability; (ii) causes a significant public health effect; or (iii) pollutes or threatens to pollute the environment (including the Property), Seller shall (a) promptly take any and all remedial and removal action necessary (as reasonably satisfactory to Buyer) to correct such presence, release or threat of release upon or under the Property and remediate and mitigate exposure to liability arising from the hazardous waste, whether or not required by law, or (b) terminate this Contract in which event, the Deposit and any and all other amounts paid by Buyer on account of the Deposit and this Contract shall be immediately returned to Buyer (less the Independent Consideration) and the parties shall be relieved of any further obligation or liability hereunder. In the event Seller fails to make its election in regard to (a) or (b) above within thirty (30) days from the discovery of such presence, release or threat of release, then Seller shall be conclusively presumed to have elected to undertake the remediation and removal as set forth in (a).

13. REPRESENTATIONS AND WARRANTIES.

A. SELLER. In addition to its certifications, representations and warranties under Section 12, Seller makes the following representations and warranties unto Buyer, each of which (under Section 12 and this Section 13) shall be deemed a substantial and material term of this Contract, and which representations and warranties are being relied upon by Buyer and which shall be true, accurate and correct as of the Effective Date and as of the Closing Date:

(i) Seller (and the person executing this Contract on behalf of Seller) has the legal power, right and authority to enter into this Contract and the documents required to be executed by Seller under this Contract and to consummate the transactions contemplated by this Contract. All requisite corporate action has been taken by Seller in connection with its entering into this Contract and the documents required hereby. No consent of any other party is required for the performance by Seller of its obligations hereunder.

(ii) To Seller's knowledge, the Property or any part thereof (including improvements located thereon) is not in violation of any law, ordinance, resolution, statute, rule or regulation of any governmental agency or any quasigovernmental agency. To Seller's knowledge there are no unrecorded rights-of-way, easements, liens or other encumbrances affecting the Property, in whole or in part, either as the servient or dominant estate.

(iii) Seller has no knowledge of any condemnation or eminent domain proceedings pending or contemplated against the Property or any part thereof or interest therein, and Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Property or any part thereof or interest therein.

(iv) Seller is not a party to any litigation affecting the Property or any part thereof or interest therein, or affecting Seller's right to sell the Property, and Seller has no knowledge of any threatened litigation affecting the Property or any part thereof or interest therein. Seller shall give Buyer prompt notice of any such litigation of which Seller becomes aware prior to Closing.

(v) Neither the execution of this Contract or the consummation of the transactions contemplated hereby will (a) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any contract or instrument to which Seller is a party; (b) violate any restrictions to which Seller is subject; or (c) constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree or order.

(vi) Notwithstanding anything herein to the contrary, no contractual or donative commitments relating to the Property have been made by Seller to any governmental authority, quasi-governmental authority, utility company, community association, homeowners' association or to any other organization, group, or individual which would adversely affect the use and occupancy of the Property for Buyer's intended purposes, or would impose any obligation upon Buyer to make any contribution or dedication of money or land, or to construct, install or maintain any improvements of a public or private nature on or off the Property.

(vii) Seller will, during the term of this Contract, keep all existing mortgage(s) against the Property current and not in default and pay all taxes and other public charges against the Property to avoid forfeiture of Buyer's rights hereunder.

(viii) Seller will not, during the term of this Contract, enter into any leases or other agreements, or grant any rights, easements, liens or other encumbrances affecting the Property without the consent of Buyer which may be granted or withheld in Buyer's sole discretion.

(ix) Seller is a duly organized, validly existing and in good standing limited liability company under the laws of the State of Maryland.

(x) That at Closing all operating or servicing agreements entered into by Seller with respect to the Property shall be terminated so that it will be conveyed free and clear of any such agreements (unless otherwise expressly accepted and assumed by Buyer in writing during the Feasibility Period).

(xi) No bankruptcy, insolvency, re-arrangement or similar action involving Seller, whether voluntary or involuntary, is pending against Seller.

(xii) Seller is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any similar statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other similar governmental action.

(xiii) Seller is not a "foreign person" under Section 1445 of the Internal Revenue Code of 1986, as amended, and at Closing Seller shall provide an affidavit satisfactory to Buyer confirming such fact.

(xiv) Seller will not cause or suffer any action to be taken which would cause any of the foregoing representations or warranties to be untrue as of the Closing Date. Seller shall immediately notify Buyer, in writing, of any event or condition known to Seller which occurs prior to the Closing Date which causes a change in the facts relating to, or the truth of, any of the above representations or warranties, all of which shall survive Closing and recordation of the Deed.

**B. BUYER.** Buyer makes the following representations and warranties unto Seller, each of which shall be deemed a substantial and material term of this Contract, and which representations and warranties are being relied upon by Buyer and which shall be true, accurate and correct as of the Effective Date and as of the Closing Date:

(i) Buyer (and the person executing this Contract on behalf of Buyer) has the legal power, right and authority to enter into this Contract and the documents required to be executed by Buyer under this Contract and to consummate the transactions contemplated by this Contract. All requisite municipal corporate action has been taken by Buyer in connection with its

entering into this Contract and the documents required hereby. No consent of any other party is required for the performance by Buyer of its obligations hereunder.

(ii) That Buyer is a municipal corporation of, validly formed and incorporated under the laws of the State of Maryland.

(iii) That this Contract is and shall be a valid, legal and binding obligation of Buyer and is and shall be enforceable against Buyer in accordance with the terms of this Contract, subject to matters of equity and creditors' rights.

(iv) Buyer will not cause or suffer any action to be taken which would cause any of the foregoing representations or warranties to be untrue as of the Closing Date. Buyer shall immediately notify Seller, in writing, of any event or condition known to Buyer which occurs prior to the Closing Date which causes a change in the facts relating to, or the truth of, any of the above representations or warranties.

14. CONDEMNATION. In the event of condemnation or receipt of notice of condemnation or taking of any part of the Property by governmental authority prior to the Closing Date which would adversely affect Buyer's use of the Property, in Buyer's sole discretion, Buyer, at Buyer's option, shall have the right to terminate this Contract, and the Deposit (less the Independent Consideration) shall thereupon be refunded to Buyer, at which time this Contract shall be and become null and void, and all parties hereto shall be released from all further liability hereunder. If Buyer does not elect to terminate this Contract, then Closing hereunder shall be consummated as herein provided, without reduction of the Purchase Price, but all condemnation awards or payments shall be paid or assigned to Buyer at Closing.

15. BUYER'S/SELLER'S DEFAULT.

A. Buyer and Seller each acknowledge that it would be difficult to ascertain the actual damages that would be suffered by Seller if Buyer defaults in consummating the purchase and sale contemplated by this Contract. Accordingly, if all conditions and other events precedent to Buyer's obligation to consummate the transactions contemplated by this Contract have been satisfied or waived, but Buyer nevertheless fails, refuses or is unable to consummate the purchase and sale contemplated by this Contract, then Seller's sole and exclusive remedy shall be to declare a forfeiture of and to retain the Deposit as fixed liquidated damages, it being agreed that Seller's damages for Buyer's default are difficult to determine and the forfeiture of the Deposit provides an adequate remedy for Seller. Upon such forfeiture, all parties hereto shall be released of all further liability hereunder, and this Contract shall become null and void and of no further force and effect. In no event shall Seller have the right to bring a suit for specific performance and/or for monetary damages over and above the Deposit for default by Buyer.

B. If all conditions and other events precedent to Seller's obligations to consummate the transactions contemplated by this Contract have been satisfied or waived, and Seller fails, refuses or is unable to consummate the purchase and sale contemplated by this Contract, then Buyer, in addition to any other remedy Buyer may have at law or in equity (including, but not limited to, the right to bring suit for specific performance and for monetary damages) shall have

the right to an immediate refund of the Deposit and Seller shall pay any and all attorneys' fees and court costs incurred by Buyer in the enforcement of this Contract.

16. **NOTICE.** All notices, requests, consents and other communications hereunder shall be in writing and shall be (i) personally delivered, (ii) sent by overnight delivery, (iii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or (iv) if followed immediately with written notice sent via (i), (ii) or (iii) above, via electronic mail or facsimile/telecopier:

TO SELLER: The Brunswick Volunteer Fire Company  
1500 Volunteer Drive  
Brunswick, Maryland 21716  
Attn: President

WITH A COPY TO:

TO PURCHASER: Mayor and Council of Brunswick  
1 West Potomac Street  
Brunswick, MD 21716  
Attn: Mayor Nathan Brown

WITH A COPY TO: Offit Kurman, P.A.  
Attn: Noel Manalo, Esquire  
30 West Patrick Street, Suite 300  
Frederick, Maryland 21701

TO ESCROW AGENT: Salisbury, McLister & Foley  
100 West Church Street  
Frederick, Maryland 21701  
Attn: Pat McLister, Esquire

Any notice, request, consent or other communication shall be deemed received (i) in the case of personal delivery when it is personally delivered, (ii) in the case of overnight delivery by national courier on the day following the date sent, (iii) on the third (3rd) business day after it is deposited in the United States mail, or (iv) in the case of electronic mail or facsimile/telecopier, the date it is sent and received if immediately followed by written notice delivered in accordance with (i), (ii) or (iii) as set forth above, as the case may be.

17. ACCEPTANCE – EFFECTIVE DATE. This Contract shall be considered to be effective as of the last date upon which Seller and Buyer have executed this Contract, as evidenced by the date beside their respective signatures on the signature page hereof, and such date for the purposes hereof shall be the “**Effective Date.**”

18. CAPTIONS. Captions and headings in this Contract are inserted for convenience and reference only and do not define or limit the scope of the intent of this Contract or any term hereof.

19. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Each party (i) has agreed to permit the use of DocuSign or emailed .pdf signatures in order to expedite the transaction contemplated by this Contract; (ii) intends to be bound by its DocuSigned or emailed .pdf signature; (iii) is aware that the other will rely on the DocuSigned or emailed .pdf signature; and (iv) acknowledges such reliance and waives any defenses (other than fraud) to the enforcement of any document based on the fact that a signature was sent by DocuSign or emailed .pdf.

20. ENTIRE CONTRACT: SUCCESSORS AND ASSIGNS. The principals to this Contract mutually agree that it shall be binding upon them, and each of their respective legal representatives, successors and assigns, and the provisions hereof shall survive the execution, delivery and recording of the deed aforesaid, and shall not be merged therein. This Contract contains the final and entire Contract between the parties hereto. No change or modification of this Contract shall be valid unless the same is in writing and signed by the parties hereto.

21. ASSIGNMENT. Buyer shall have the right to assign this Contract and the Deposit to an entity owned or controlled by Buyer (the “**Assignee**”), whereupon the Assignee shall for all purposes be deemed to be the Buyer herein and the undersigned Buyer shall be relieved of all further liability and obligations hereunder.

22. AGENCY/COMMISSIONS. Buyer and Seller acknowledge and agree that they have not engaged or dealt with a real estate broker in the negotiation and execution of this Contract and no real estate commission is due and owing to a real estate broker as a result of this Contract. The parties hereto agree to indemnify each other from and against any claim, suit or demand for a real estate commission arising from their actions under this Contract.

23. MISCELLANEOUS

A. No waiver of any of the provisions of this Contract shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced. Buyer and/or Seller may, at their sole discretion, waive any breach by the other of any of the other's representations, warranties and/or covenants hereunder, and Buyer may waive any failure of a condition precedent to Closing hereunder.

B. This Contract shall be governed by and construed under the laws of the State of Maryland, without regard to principles of conflict of laws. The parties further agree, as a material term of this Contract, that any dispute which may result hereunder or with respect to the Property shall be subject to the exclusive venue and jurisdiction of the Circuit Court for Frederick County, Maryland and **MUTUALLY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY AS TO ANY ISSUES CONCERNING THIS CONTRACT WHICH THEY MAY OTHERWISE BE ENTITLED TO A JURY TRIAL.** After Closing, either party shall duly

execute and deliver to the other any additional documents and instruments that such other party may reasonably determine are necessary to further assure to the other the consummation of the purchase and sale contemplated herein, without additional expense to the party requesting such items. This Contract or a memorandum hereof may, at Buyer's expense, be recorded among the Land Records. To facilitate execution, this Contract is being executed in duplicate, and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on more than one counterpart. All counterparts shall collectively constitute a single Contract.

C. Time shall be of the essence with respect to each and every provision of this Contract. All representations, statements, contracts, warranties, and covenants of Seller and Buyer set forth in or made pursuant to this Contract shall be operative, true and correct, as set forth above, as of the Closing Date. It is agreed that all representations, statements, contracts, warranties and covenants of each party hereunder shall continue to bind the parties and survive Closing pursuant to terms and limitations of this Contract. The parties acknowledge that they have had the opportunity to be represented by counsel in the negotiation and execution of this Contract, and therefore, it is expressly agreed that in the case of any vagueness or ambiguity with regard to any provision of the Contract, there shall be no presumption of construction against the drafter of such provision, but instead this Contract shall be interpreted in accordance with a fair construction of law. The introductory recitals and WHEREAS clauses are incorporated into the body of this Contract.

Witness the hands and seals of the parties hereto.:

BUYER:

Mayor and Council of Brunswick

By: \_\_\_\_\_  
Nathan Brown, Mayor                      Date

SELLER:

The Brunswick Volunteer Fire Company of Frederick County, Maryland

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_                      Date

**AGREEMENT OF MUTUAL AID**  
**BETWEEN THE SHERIFF AND COUNTY EXECUTIVE OF FREDERICK COUNTY,**  
**MARYLAND,**  
**AND THE MAYOR AND COUNCIL OF BRUNSWICK, MARYLAND**

WHEREAS, the Sheriff of Frederick County, Maryland and the County Executive of Frederick County, Maryland ("County") and the Mayor and Council of the City of Brunswick, Maryland ("City") both realize and agree that the public interest is served best by law enforcement agencies that cooperate to the greatest extent possible to provide prompt, effective, efficient, and professional law enforcement services; and

WHEREAS, law enforcement officers of the County and of the City are trained and certified in current law enforcement techniques and have successfully completed the courses of instruction which have been prescribed by the Maryland Police Training Commission pursuant to Public Safety Title 3, Subtitle 209 of the Maryland Code;

WHEREAS, law enforcement administrators of the County and the City are aware that emergency situations have developed from time to time both at locations and at times either in the County or in the City when sufficient law enforcement resources were not immediately available to enable law enforcement officers to render prompt, effective, efficient, and professional services to the public; and

WHEREAS, elected officials and law enforcement administrators of the County and of the City desire to extend prompt, effective, efficient, and professional law enforcement services to the public, both in the County and in the City, to the extent law enforcement resources are available; and

WHEREAS, The General Assembly of Maryland enacted Criminal Procedure Title 2, Subtitle 105 of the Maryland Code, which allows counties and municipalities to enter in "Police Mutual Aid Agreements" (as defined therein).

NOW, THEREFORE, the County and the City, by and through their respective authorized and undersigned elected officials and law enforcement administrators do enter into this Police Mutual Aid Agreement ("this Agreement") and do hereby agree:

1. The term "Emergency," as it is used in this Agreement, means a sudden or unexpected happening or an unforeseen combination of circumstances that calls for immediate action to protect the health, safety, welfare, or property of a person from actual or threatened



harm or from an unlawful act. The term “Emergency,” as used in this Agreement, does not include routine requests for backup for traffic, ordinance, or criminal violations that do not call for immediate action to protect the health, safety, welfare, or property of a person from actual or threatened harm or from an unlawful act.

2. Whenever, in the judgment either of the Chief of Police of the City or the Sheriff of the County, or, in the event of his absence or unavailability, any other law enforcement officer designated either by the Chief of Police of the City or by the Sheriff of the County, an Emergency occurs and the law enforcement agency in the jurisdiction where that Emergency occurs does not have sufficient law enforcement officers, equipment, or facilities immediately available to resolve properly that Emergency, the designated law enforcement official may request assistance in the form of law enforcement officers, equipment, or facilities from the other jurisdiction. The request may be verbal or in writing and shall be directed to either the Chief of Police of the City or to the Sheriff of the County, or, in the event of their absence or unavailability, to any other law enforcement officer designated either by the Chief of Police of the City or by the Sheriff of the County. If in the judgment of the designated law enforcement official of the jurisdiction to whom the request has been made, the law enforcement officers, equipment, or facilities requested are available, such resources shall be dispatched as requested and such law enforcement officers shall take their orders from the law enforcement officer initiating said request.

3. No prior written or oral request or authorization is required with regard to routine requests from dispatch such as assistance as a backup for traffic, K9-scan or search, ordinance, or criminal violations that do not call for immediate action to protect the health, safety, welfare, or property of a person from actual or threatened harm or from an unlawful act, law enforcement officer(s) of either jurisdiction are hereby authorized to provide such routine backup assistance in the other jurisdiction.

4. Whenever any law enforcement officer of the County or the City is traversing, while on official duty, any highway, road, street, or alley either in the County or in the City and observes any crime in progress either in the County or in the City, that law enforcement officer is authorized to act as a law enforcement officer pursuant to this Agreement.

5. Whenever a criminal, ordinance, or traffic violation occurs on property owned by the City and located outside the corporate limits of the City, but within the County, any law

enforcement officer of the City is authorized to act as a law enforcement officer.

6. Whenever a City law enforcement officer is on duty on any highway, road, street, or alley within Frederick County, but located outside the corporate limits of the City and observes a violation(s) of the \_\_\_\_ Title \_\_, Subtitle \_\_\_\_ of the Maryland Code (“Motor Vehicle Law”) and,

A. The officer observes signs of driver impairment, or severe negligent driving,

B. The officer determines the driver is posing an immediate safety risk to themselves or the public around them, and

C. The officer communicates their location and intention to attempt a stop with emergency communications, requesting a unit with primary jurisdiction to start to their location, then in that event, the City law enforcement officer is authorized to act as a law enforcement officer and initiate the traffic stop for the observed Motor Vehicle Law violations. The City law enforcement officer will defer the traffic stop to the primary jurisdiction once they arrive. If the primary jurisdiction is unable to respond or take over the traffic stop, the City law enforcement officer will be authorized to enforce any determined violations of the Motor Vehicle Law as a law enforcement officer pursuant to this Agreement.

7. The manner of providing assistance as it is set forth in this Agreement, shall not affect the authority granted to law enforcement officers in matters involving fresh pursuit as provided in Criminal Procedure Title 2, Subtitle 301 of the Maryland Code.

8. Pursuant to Criminal Procedure, Title 2, Subtitle 105(c)(2) of the Maryland Code, the parties to this Agreement acknowledge that the acts performed in furtherance of this Agreement by law enforcement officers or other officers, agents, or employees, and the expenditures either made by the County or by the City shall be deemed conclusively to be for a public and governmental purpose; and all of the immunities from liability enjoyed by the County or the City, when acting through its law enforcement officers or other officers, agents, or employees for a public or governmental purpose within its territorial limits shall be enjoyed by the County or by the City to the same extent when either is so acting, under this Agreement or under other lawful authority, beyond its territorial limits.

9. Pursuant to Criminal Procedure Title 2, Subtitle 105(c)(3) of the Maryland Code, the parties to this Agreement acknowledge that the law enforcement officers and other officers, agents, and employees of the County or of the City, when acting under this Agreement or under other lawful authority beyond the territorial limits of the County or of the City by which they are

commissioned or employed, have the immunity from liability as described in Courts and Judicial Proceedings Title 5, Subtitle 612 of the Maryland Code, and exemptions from laws, ordinances, and regulations and have all of the pension, relief, disability, worker's compensation, and other benefits enjoyed by them while performing their respective duties within the territorial limits of the County or of the City by which they are commissioned or employed. However, the jurisdiction by which any person is employed shall bear all costs for his pension, relief, disability, worker's compensation, and other benefits referred to in this paragraph.

10. Pursuant to Criminal Procedure Title 2, Subtitle 105(e)(2) of the Maryland Code, each of the parties to this Agreement (i) waives any and all claims against the other party to this Agreement which may arise out of its activities outside its respective jurisdiction under this Agreement; and (ii) agrees to indemnify and save harmless the other party to this Agreement from all claims by third parties for property damage or personal injury which may arise out of the activities of the other party to this Agreement, outside its respective jurisdiction under this Agreement.

11. Nothing in this Agreement shall preclude any jurisdiction from entering into similar agreements with other jurisdictions.

12. When an Emergency pursuant to this Agreement occurs, this Agreement shall supersede any other memoranda of understanding that may conflict with this Agreement.

13. All assistance rendered under this Agreement shall be provided without reimbursement by either party, unless otherwise provided by law or contract.

14. The parties may jointly pursue recovery of any expenditures made or losses sustained because of the negligence or willful acts of a third party.

15. This Agreement shall become effective immediately upon its enactment into law by the party jurisdictions or by the operation of law upon execution.

16. This Agreement shall remain in effect until it is cancelled either by the County or by the City by written notice either from the Frederick County Council or from the Mayor and Council of the City.

17. If any part or provision of this Agreement or the application thereof to any person or circumstance is held invalid for any reason in a court of competent jurisdiction, the invalidity does not affect other provisions or any other application of this Agreement which can be given effect without the invalid provision application, and for this purpose the provisions of this

Agreement are declared severable.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

Sheriff  
Frederick County,  
Maryland

Brunswick Police Chief  
Brunswick, Maryland

Chief of Police

County Executive  
Frederick County, Maryland

Mayor and  
Council Brunswick,  
Maryland

Jessica Fitzwater, County Executive

Mayor

Reviewed for form and legal  
sufficiency:

Reviewed for form and legal sufficiency:

\_\_\_\_\_  
Frederick County Attorney

\_\_\_\_\_  
City Attorney

Date: .....

## **MEMORANDUM OF UNDERSTANDING**

Community Development Block Grant Program

by and between

Mayor and Council of Brunswick

and

Frederick County, Maryland

**THIS MEMORANDUM OF UNDERSTANDING** (the "MOU") by and between the Mayor and Council of Brunswick, a Maryland municipal corporation of the State of Maryland, (the "Municipality") and Frederick County, Maryland, a body politic and corporate of the State of Maryland, (the "County"), (collectively "the Parties") is executed as of this 24th day of September, 2024.

### **RECITALS**

**WHEREAS**, the County has received Notice establishing requirements for the Urban County qualification process for FY2025 – FY2027 and has provided all municipal corporations within Counties, referred to as units of general local government (UGLGs), with the opportunity to participate in the qualification.

**WHEREAS**, the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) program permits UGLGs to voluntarily join Frederick County's Urban County designation through the execution of an interlocal cooperation agreement.

**WHEREAS**, the County and the Municipality on August 13, 2024 have entered into an interlocal cooperation agreement dated August 13, 2024 (the "Interlocal Cooperation Agreement"), that requires the Municipality's cooperation to use its powers to carry out essential community development and housing assistance activities in accordance with the Urban County's CDBG program.

**WHEREAS**, participation in the Urban County CDBG program precludes UGLGs from applying for additional funding from the State of Maryland's Department of Housing and Community Development CDBG program.

**WHEREAS**, the Interlocal Cooperation Agreement is in effect for three years, for the CDBG cycle of FY2025 – FY2027.

**WHEREAS**, the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) program utilizes a funding formula that takes into consideration three factors: total population, persons in poverty, and occupied units that are overcrowded, including both rental and homeownership.

**WHEREAS**, the Parties wish to memorialize their mutual understanding and agreement

to the following terms, conditions and obligations pursuant to the Interlocal Cooperation Agreement and the U.S. Department of Housing and Urban Development's Community Development Block Grant program, and for that purpose have entered into these presents.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Municipality and the County hereby agree as follows:

1. The County is the responsible agency for the Frederick County Urban County, a cooperative arrangement allowing participating jurisdictions (UGLGs) within Frederick County to collectively receive Community Development Block Grant (CDBG) funds directly from the U.S. Department of Housing and Urban Development, which will be granted by the County to each participating UGLG with a Grant Agreement. This arrangement will require the UGLGs to be treated as subrecipients in accordance with 24 CFR 570.501(b).
2. As the responsible agency, the County will lead the efforts to complete an approved Consolidated Plan, and any associated planning documents such as One-Year Action Plans and Consolidated Annual Performance and Evaluation Reports (CAPERs) (herein referred to as "Plans"), in compliance with U.S. Department of Housing and Urban Development guidelines.
3. As a subrecipient, the Municipality will provide the County with a list of prioritized projects that are eligible for CDBG funds each year and any additional information possessed by or reasonably available to the Municipality that is necessary for the preparation of the Plans.
4. The County will provide the Municipality with a minimum annual allocation determined using the HUD funding formula that uses all of and only the following factors:
  - a. Total population
  - b. Persons in Poverty
  - c. Occupied units that are overcrowded, including both rental and homeownership.
5. The County will retain no more in administrative funds from the allocation than the U.S. Department of Housing and Urban Development's allowable portion of funding to the County for administrative costs.
6. In cooperation and consultation with the Municipality the County will develop a transparent, strategic, and equitable way to distribute unused funds from the Urban County.
7. The County and the Municipality agree to work cooperatively on the Plans and, when possible, incorporate mutual priorities.
8. The introductory recitals are incorporated into the body of this MOU.

IN WITNESS WHEREOF, the Parties execute this MOU on the day and year first above

written.

Witness/Attest:

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

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Jessica Fitzwater, County Executive

Witness/Attest:

MAYOR AND COUNCIL OF BRUNSWICK, a  
municipal corporation of the State of Maryland

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Nathan Brown, Mayor



## Memorandum of Agreement

Between

Frederick County, Maryland Division of Fire and Rescue Services

And

The City of Brunswick, Maryland

### 1. Purpose

This Memorandum of Agreement (MOA) establishes a cooperative framework between the City of Brunswick, Maryland (hereinafter referred to "Brunswick") and Frederick County, Maryland, on behalf of the Frederick County Division of Fire and Rescue Services (hereinafter referred to as "DFRS") for the placement and maintenance of a harm reduction vending machine at Brunswick's premises to provide access to naloxone and other harm reduction supplies for individuals at risk of opioid overdose.

### 2. Scope of Services

The services covered by this MOU include:

**Placement:** DFRS will install a naloxone vending machine inside the Brunswick Train Station.

**Maintenance:** DFRS will be responsible for the regular maintenance, stocking, and servicing of the vending machine.

**Training:** DFRS will provide training to the Host's staff on the operation and basic troubleshooting of the vending machine.

**Promotion:** Both parties will collaborate on promotional activities to increase awareness of the availability of naloxone at the vending machine.

### 3. Responsibilities

Brunswick will:

- Provide a publicly accessible location for the vending machine.

- Ensure adequate electrical access to the vending machine
- Ensure the area around the vending machine is kept clean and accessible.
- Notify DFRS immediately of any functional issues or damage to the vending machine.

DFRS will, consistent with the grant received:

- Install and maintain the vending machine.
- Regularly stock the vending machine with naloxone and other harm reduction supplies.
- Provide training and informational materials to Brunswick's staff or designees.
- Respond to any maintenance issues within a reasonable time.

#### 4. Duration and Termination

This MOA is effective from July 15, 2024 and will remain in effect until July 15, 2027 or until terminated by either party with 60 days written notice. In the event that grant funding is exhausted or not renewed, DFRS shall notify Brunswick as soon as practicable before the funding is exhausted or expired.

#### 5. Confidentiality

Both parties agree to adhere to all applicable laws and regulations regarding the confidentiality of individuals accessing the naloxone vending machine. DFRS shall be responsible for managing data and information that may be required as part of the grant funding.

#### 6. Indemnification

Each party agrees to indemnify and hold harmless the other party from any claims, damages, or liabilities arising from their respective actions under this MOA.

#### 7. Amendments

This MOA may be amended by mutual written consent of both parties.

8. Approval:

For the City of Brunswick, Maryland:

\_\_\_\_\_ Date: \_\_\_\_\_

Nathan Brown

Mayor, City of Brunswick, Maryland

For Frederick County, Maryland:

\_\_\_\_\_ Date: \_\_\_\_\_

Jessica Fitzwater

County Executive

Frederick County, Maryland

Appendices

- Appendix A: Contact Information
- Appendix B: Training Materials
- Appendix C: Maintenance Schedule