

Sayers, Margery

From: joel hurewitz <joelhurewitz@gmail.com>
Sent: Thursday, May 2, 2019 2:25 PM
To: CouncilMail
Cc: Delorenzo, Carl; Kuc, Gary
Subject: CR49-2019: Savage Stone, LLC is the Land Owner for MDE Permit Renewal
Attachments: Application and Mining & Reclamation Plan Renewal.pdf

Follow Up Flag: Follow up
Flag Status: Completed

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Councilmembers,

As I previously stated in my written testimony and comments at the Work Session on April 29, 2019, Savage Stone, LLC and not Chase Land is identified as the surface land owner in the MDE permit renewal.

Either the MDE documents or the DRRA are in error regarding the ownership of the quarry property. This core issue of ownership of the Quarry Property must be resolved before the DRRA is approved.

Also note that the email contact is Collin@aggmgt.com

The Application and Mining & Reclamation Plan Renewal is attached.

Joel Hurewitz

Permit No. 02-SP-0599

APPLICATION AND MINING AND RECLAMATION PLAN
FOR SURFACE MINING PERMIT
RENEWAL

I. GENERAL INFORMATION AND FEES

1. Name of applicant: **Savage Stone, LLC**
2. Current License Number: 18-SL-0684
3. Business Mailing Address: **P.O. Box 850, Laurel, MD 20725**
4. Business Telephone Number: 410-792-7234
Business Fax Number: 301-470-4075
5. Workers Compensation Insurance Number: WC685638
6. Name of Operation: (for example #1 pit or Smith Tract) **Savage Quarry**
7. Location of Operation
 - a. County: **Howard**
 - b. Travel Directions: **Site is located on the west side of US Route 1, one mile north of the intersection with MD Route 32**
8. Name and address of surface land owner (s) **Savage Stone, LLC, P.O. Box 850, Laurel, MD 20725**
9. Name and address of mineral owner(s) **Same as #8**
10. Email address: Collin@aggmgt.com
Consultant Email: N/A
11. Commercial name of mined products and geological description of the mineral deposit:
Baltimore Gabbro
12. Starting date of mining operation: **2005** Estimated closure date: **2030**
13. Total acreage of the operation: **260**

Sayers, Margery

From: Meg Boyd <meg.boyd@hcconservancy.org>
Sent: Thursday, May 2, 2019 11:23 AM
To: CouncilMail
Subject: Easement on Mission Road property

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Council Members,

It has come to my attention that there was testimony submitted about the Conservancy's easement on 46 acres of the Mission Road property owned by Chase LLC. Mr. Prestianni questioned if the property was monitored by the Conservancy and said that there is trash on the easement property. I would like to clarify that the Conservancy monitors this easement, and all of our easements, annually. We monitor more frequently in response to concerns raised by neighbors or others.

This property was last monitored on 12/31/18. There were no violations found during that monitoring visit. Incidental road litter was noted, but not enough to require a violation letter to the property owner. The boundaries of the easement are not straightforward as they follow along a wooded stream valley. I will contact Mr. Prestianni to see if we can determine if the litter he has seen is in the easement area.

Mr. Prestianni also raised questions the installation of walking trails. The easement allows the installation of trails, but the construction of the trails are the responsibility of the property owner, not the Conservancy.

We have asked Mr. Oh to include the the existing 46 acre easement in the DRRA.

Thank you,
Meg Boyd

--
Meg Boyd
Executive Director
Howard County Conservancy
Connecting People to Nature
meg.boyd@hcconservancy.org
410-465-8877
[Website](#)
[Support the Conservancy](#)

Sayers, Margery

From: Gary Prestianni <zebraterp@verizon.net>
Sent: Friday, May 3, 2019 3:00 PM
To: Meg Boyd
Cc: CouncilMail
Subject: Re: Fwd: Easement on Mission Road property
Attachments: P1100521.JPG; P1100501.JPG; P1100496.JPG

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Ms. Boyd,

The response that you sent to the County Council is stunning. Whomever you paid to check the site should be fired and forced to refund whatever they earned for the day.

Today I walked the easement from Pleasant Chase Road to US Route 1 along the county sewer right of way and then returned home through the wooded area midway between Mission Road and the stream. Over two years ago I sent a complaint to my previous County Council representative. All the debris I complained about two years ago was still there today, some of the trash has been there since last century. Along the way I hung pink flagging tape at every spot I found with considerable dumping and also at the locations of 6 sinkholes near the county right of way. My 300' roll of flagging tape nearly ran out. I took photos at several spots and at one location had to do video because the debris was spread across a large area. I will attach three and can share more if you still do not believe.

The flagged spots mark the following items:

- plumbing pipe,
- an uncountable number of tires (many still on the wheel),
- a toilet,
- a large lawnmower deck,
- corrugated drain pipe,
- wood pallets,
- metal piping (like from a kids swing set),
- construction debris including broken concrete,
- electrical wire insulation,
- old rusted metal barrels and lawn equipment,
- milk crates,
- carpet,
- large plastic buckets,
- concrete animal statues,
- cans, plastic bottles, glass bottles too numerous to even try to guess a number,
- sediment fencing from 1985 when the sewer line was installed but was never removed and now is tattered along the stream.

Today I discovered two new areas of dumping. I definitely know who is responsible for one and at the other it is incredibly obvious as to whom left the debris.

Before I share this information I want the owner to finally to clean up what they have ignored for 30 years.

Another issue of concern is that the stream is totally blocked by flood debris at one spot and every heavy rain causes the stream to overflow onto the right of way. It has turned the area into a muddy mess and could prohibit county vehicles access to service the sewer.

I am available anytime give a guided tour. Many of the worst spots are on the county right of way and for anyone to not see them is implausible.

Thank you,
Gary Prestianni

From: Meg Boyd
Sent: Thursday, May 02, 2019 11:26 AM
To: zebraterp@gmail.com
Subject: Fwd: Easement on Mission Road property

Hello Mr. Prestianni,
I wanted to share information I sent to the County Council about our easement on Mission Road. We would be happy to meet with you to determine if the litter you saw is on the easement property, or to discuss any other concerns.

Thank you,
Meg Boyd

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----- Forwarded message -----
From: **Meg Boyd** <meg.boyd@hcconservancy.org>
Date: Thu, May 2, 2019 at 11:22 AM
Subject: Easement on Mission Road property
To: <councilmail@howardcountymd.gov>

Council Members,
It has come to my attention that there was testimony submitted about the Conservancy's easement on 46 acres of the Mission Road property owned by Chase LLC. Mr. Prestianni questioned if the property was monitored by the Conservancy and said that there is trash on the easement property. I would like to clarify that the Conservancy monitors this easement, and all of our easements, annually. We monitor more frequently in response to concerns raised by neighbors or others.

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Sayers, Margery

From: Meg Boyd <meg.boyd@hcconservancy.org>
Sent: Friday, May 3, 2019 3:32 PM
To: Gary Prestianni
Cc: CouncilMail
Subject: Re: Fwd: Easement on Mission Road property

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Thank you for this information and photos. As I noted below, the borders of this easement are not straightforward and unfortunately we have no jurisdiction outside of the easement area. I personally spoke with the easement monitors and reviewed the photos they took from their recent visits. It is possible these items are outside of the easement, but it is also possible they did not correctly identify the boundaries of the easement.

Both monitors are very experienced, one I would consider to be among the leading experts on easements in the state. I can assure you we take this responsibility seriously and will monitor the property again to make sure this matter is resolved. I will respond to you after we complete an additional inspection.

Thank you,
Meg

On Fri, May 3, 2019 at 3:00 PM Gary Prestianni <zebraterp@verizon.net> wrote:

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From: **Meg Boyd** <meg.boyd@hcconservancy.org>

Date: Thu, May 2, 2019 at 11:22 AM

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To: <councilmail@howardcountymd.gov>

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Sayers, Margery

From: joel hurewitz <joelhurewitz@gmail.com>
Sent: Monday, May 6, 2019 11:19 AM
To: CouncilMail
Cc: Delorenzo, Carl; Kuc, Gary; LISA MARKOVITZ
Subject: CR49-2019 - Amendment 3 Needs to Considered Prior to Amendment 1 to Amendment 1

Follow Up Flag: Follow up
Flag Status: Completed

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Councilmembers,

An amendment should be made to Amendment 1 of CR49-2019 to limit the language of "specifically affects or targets" to the Quarry Property for its use as a quarry and not to any redevelopment of the Quarry Property.

In this regard, Amendment 3 needs to be considered prior to Amendment 1, otherwise, the references to Undeveloped Petitioner Property will have previously been passed in Amendment 1.

In addition, it must be considered what effect, if any, Chase's commitments in the Declaration of Covenants, Conditions and Easements Ridgelys Run Community to support a scenic road designation for Mission Road and zoning changes have to Amendment 1. See page 23 of 27 of Testimony of Prestianni (and also note the Option Land provision in paragraph 8).

- the developer will not bury trash on the property.
- (7) The Developer will support a Scenic Road designation for Mission Road Under Howard
- (8) In the event Developer decides to sell the approximate twenty-five (25) acres adj Woods, which twenty-five (25) is identified on Exhibit 1 hereto as the "Option Land will give to Heritage Woods Community Association a Right of First Refusal to purchase (25) acres Option Land. This right of first refusal shall operate as follows: The give notice to the Heritage Woods Association at _____ of its intent to sell and the price and terms at which it would sell such land. Community Association shall have thirty (30) days after such notice to elect to purchase Land at the price and terms set forth by Developer in the notice. If the Heritage Association does not exercise its right to purchase within that thirty (30) day period and terms, this right of first refusal shall terminate and Heritage Woods Community no longer have any right of first refusal as to the Option Land.
- In the event the Developer develops the Option Land, the Developer will not "clear-cut" Option Land and will save as many trees as possible consistent with its development.
- In any event, Developer agrees not to undertake any residential house construction on Land prior to December 31, 1997.
- (9) The Developer will give employment opportunity priority to residents of the Ridgelys
- (10) In the event Developer does not develop the Property under the MMD (mixed use) overlay effect, the Developer will first endeavor to have those areas zoned M-1, which are identified on Exhibit 4 hereto, re-zoned for residential use.
- (11) In the event that

Proposed amendments to Amendment 1 are below to delete the references to "Undeveloped Petitioner Property" in concert with Amendment 3 and limit the "specifically affects or targets" provisions.

Joel Hurewitz

"1.8. Exceptions. Notwithstanding anything in this Agreement to the contrary, Petitioner and Howard County acknowledge and agree that the Quarry Property and the Undeveloped Petitioner Property shall be required to comply with (A) the Adequate Public Facilities Act of Howard County; (B) the Subdivision and Land Development Regulations of Howard County, Maryland; (C) the Forest Conservation Act of Howard County; (D) any applicable fees, charges, and taxes concerning use, development, or redevelopment of the property or building and other permitting processes; (E) the Scenic Roads Act; (F) the Howard County Moderate Income Housing Unit program; (G) the Howard County Storm Water Management requirements including but not limited to the Engineering Manual Volume I as modified due to changes in State and/or federal requirements; (H) the Howard County Park Land, Open Space, and Natural Resources Regulation; and (I) any local law relating to the safety of buildings including but not limited to Title 3 of the Howard County Code, as any of (A) through (I) of this Section 1.8 may then be in effect at the time of any development or redevelopment of the Undeveloped Petitioner Property and/or any redevelopment of the Quarry Property during the term of this Agreement; provided, however, that the provisions of this Section 1.8 shall not apply to, and the Quarry Property and the Undeveloped Petitioner Property shall not be required to comply with, any legislative, executive, or quasi-judicial action passed or enacted after the Effective Date of this Agreement that specifically affects or targets, or could reasonably be construed to specifically affect or target, the Quarry Property, **REGARDING ITS CONTINUED USE AS A QUARRY** and/or the Undeveloped Petitioner Property, and/or quarries or quarry properties generally."

Sayers, Margery

From: LISA MARKOVITZ <lmarkovitz@comcast.net>
Sent: Monday, May 6, 2019 11:53 AM
To: joel hurewitz; CouncilMail
Cc: Delorenzo, Carl; Kuc, Gary
Subject: IMPORTANT, CR49 amendment language needed

Follow Up Flag: Follow up
Flag Status: Completed

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I concur regarding the intensely important need to **amend amendment 1 where it says "specifically affects or targets"**. I believe, regardless of intent, that this can be argued down the road, to not allow any changes in regulations to apply to any of the parcels. Please limit the parcels to which this applies by saying "the quarry parcel" ONLY and add "**for purposes of operating as a quarry**", which will go along with the stated INTENT of the petitioner, VERSUS the intent of future development benefits. Otherwise, if you do not address quarry parcel usage as a quarry only, then that parcel will not have to abide by changes in regulations when developed. Thank you Joel for providing a specific language suggestion there.

Looks like amendment three would have to apply first, yes.

I have been involved in previous development plans and zoning change requests where underlying agreements existed which contradicted new plans. The County has taken a position on those factors in the past, to not interfere with underlying contracts and agreements, and not to allow things that are disallowed in existing agreements. To that end, the underlying existing agreements must be reviewed carefully to make sure the new legislation and DRRA do not conflict with them. Thank you for your careful attention and continued hard work.

Sincerely,

Lisa Markovitz

On May 6, 2019 at 11:19 AM joel hurewitz <joelhurewitz@gmail.com> wrote:

Dear Councilmembers,

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Joel Hurewitz

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