

**Mayor and Council of Federalsburg
Monday, April 17, 2023
Workshop @ 6:00 P.M.**

This Meeting is being held at the Mayor and Council Meeting Room located at 118 North Main Street. Citizens who wish to participate by video shall follow directions listed below:

Join Zoom Meeting

<https://us02web.zoom.us/j/86859989293?pwd=Um1iU1ZQaVdObHJrRWRGR1Z0NXAzdz09>

Meeting ID: 868 5998 9293

Passcode: TOFWork

Agenda

- I. Call to Order**
- II. Public Comment**
- III. Bicentennial Honorees – Mr. Frank Adams (Community); Mr. Merrill S. Morgan (Legacy)**
- IV. Presentation – Scott Stewart, Stewart-Amos Sweeper Company**
- V. Residential Trash Collection – Accept Bid of \$248,124 from Bigg Tyme Trash and Direct Town Attorney to Initiate Contract Discussion**
- VI. Town Code of Ordinance Chapter 158 Rental Housing - Review and Possible Text Amendment**
- VII. Fiscal Year 2023-2024 Draft Budget Update and Review**
- VIII. Community Development Block Grant Discussion with ARPA Funding**
- IX. Mayor & Council Action Items**

*** Councilmember Windsor**

- * **Councilmember Sewell**
- * **Councilmember Phillips**
- * **Councilmember Willoughby**
- * **Mayor Abner**

X. Executive Session – Legal Advice

XI. Adjournment

NOTES:

THE MEETINGS ARE BEING RECORDED, PLEASE TURN OFF ALL CELLULAR DEVICES AND PAGERS DURING THE MEETING, PLEASE REMAIN QUIET, UNLESS ADDRESSING THE COUNCIL.

Please Note: Pursuant to the Annotated Code of Maryland, State Government Article Section 10-508(a), the Council by majority vote may retire to executive or closed session at any time during the meeting. Should the Council retire to executive or closed session; the chair will announce the reasons and a report will be issued at a future meeting disclosing the reasons for such session. Meetings are conducted in Open Session unless otherwise indicated. All or part of Mayor and Council meetings can be held in closed session under the authority of the state open meetings law by vote of the Mayor and Council.

Rules for Public Comment

The Mayor and Council invite and welcome comments at public meetings. The Mayor or presiding officer will recognize you. Please introduce yourself at the podium (spelling your last name, for recording purposes) and give the name of your street and block number (e.g., 100 block of Main Street).

Time limits for speaking are indicated on the meeting agenda. While speaking, please maintain a courteous tone and avoid personal attack.

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: April 17, 2023
RE: Residential Trash Collection - Accept Bid of \$248,124 from Bigg Tyme Trash and Direct Town Attorney to Initiate Contract Discussion

The town advertised for qualified firms to purchase the cell tower lease, which would provide the town with a lump sum payment in lieu of the annual rent of \$15,165. Sealed bids were due at Town Hall on April 5, 2023 at 4:00 pm at which time the town received offers from two qualified firms (attached). The town received two bids, one from Bigg Tyme Trash and one from GFL Environmental, Inc (out of Millsboro, DE).

For all three years and the optional fourth year, Bigg Tyme bid \$17.98\month\pick up point for an annual total of \$248,124. This includes replacing all residential trash cans in the first year. This also represents the lowest bid. GFL had a tiered bid with the first year being \$17.50\month\pick up point for an annual total of \$241,500 including all new cans in the first year. Their second-year annual total was \$253,575; third year was \$266,253; fourth year was \$279,566.

Staff recommends accepting the Bigg Tyme Trash bid and asks Mayor and Council to direct the town attorney to initiate contract discuss with same. Pending further discussion provide direction to staff.

Bigg Tyme Trash
23782 Gilpin Point Road
Preston MD 21655

April 5th, 2023

Town of Federalsburg
118 North Main Street
Federalsburg MD 21632

To The Wonderful People Of Federalsburg:

Our proposed bid for all 3 years will be as follows

Weekly service per resident will remain at \$4.15 per week which comes out to \$17.98 per resident per month.
This includes us handling landfill fees and taking over handling new bins to residents.

Thank you



Craig A. Lynn
Bigg Tyme Trash Managing member

**REQUEST FOR PROPOSAL
SOLID WASTE COLLECTION AND DISPOSAL**

The Town of Federalsburg is soliciting proposals to provide for the collection and disposal of residential solid waste. Proposals must be received not later than 4:00 p.m., April 5, 2023. Proposals submitted after that date and time will not be considered. The Town reserves the right to reject any or all Proposals or to waive any irregularity, and to accept such Proposal that is most advantageous and beneficial to the Town. Proposals shall be sealed, clearly marked "Solid Waste Collection and Disposal", and delivered to:

Town of Federalsburg
Mayor and Council's Office
118 N. Main Street
Federalsburg, MD 21632

INSTRUCTIONS TO CONTRACTORS

1. SCOPE OF WORK

The contractor shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the Town with complete refuse collection, removal and disposal and to complete said work in accordance with these provisions. The Town currently has approximately 1150 residential customers and -accounts billed and collected by the Town.

A. Residential Service---Base Proposal:

Contractor will provide automated curbside solid waste collection once per week.

Residents may be permitted to request additional solid waste containers.

Contractor is responsible for providing the containers, which will be owned and maintained by Contractor.

Date Contract and services commence: July 1, 2023.

B. Payment to the Contractor shall be as follows:

The Town shall bill the residential accounts and shall pay Contractor on a monthly basis for all work performed and invoiced.

2. PREPARATION OF THE PROPOSAL

Three (3) copies of the Proposal, together with appropriate attachments, must be submitted in a sealed envelope bearing on the outside the name of the Contractor, his\her address, and plainly marked "Solid Waste Collection and Disposal". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The Town may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof.

Any Proposal received after the time and date specified above shall not be considered.

3. EVIDENCE OF INSURANCE AND INDEMNIFICATION

The Contractor will indemnify and save harmless the Town, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney’s fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. The Town will not be responsible for the negligence of the Contractor, or any of its agents, employees, or customers.

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the Town before commencement of work hereunder.

The Town may, at any time request proof of current insurance on any one or all of the coverage’s required below. The failure to maintain current insurance as required below may result in the termination of the contract, save and except the Contractors obligations to indemnify the town from all claims.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence minimum	Aggregate minimum
Workers compensation	As required by law and shall cover all employees including drivers.	As required by law and shall cover all employees including drivers.
Comprehensive and General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	
Comprehensive Auto Liability-Property Damage	\$500,000	

4. PERFORMANCE BOND

A performance bond, or escrow in lieu of a performance bond acceptable to the Town, will be required from the successful Proposer. The performance bond will be equal to the first- year contract price.

In addition to the performance bond, if the Contractor fails to service the Town on a timely basis, the Contractor shall forfeit payment for services not performed unless remedied to the satisfaction of the Town or if caused by an act of God.

5. SCOPE OF SERVICES

The Town of Federalsburg is requesting proposals from Contractors to provide solid waste collection and disposal services for residential properties within the Town. The Contractor shall comply with all federal, state, and local requirements and shall acquire and maintain all required permits and licenses.

6. CONDITIONS

Each Contractor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under contract.

It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint himself with conditions existing, shall in no way relieve him of any obligations with respect to his Proposal or to the Contract. The Town shall make all such documents available to the Contractors.

Except with respect to events or conditions which are not discoverable, the Contractor shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the Town. The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

7. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Contractor shall be requested of the Town in writing, via email, no later than five (5) days prior to the date of opening of bids and if explanations are necessary, a reply shall be made in the form of email. A copy of this explanation will be forwarded to each firm making a proposal. Every request for such explanation shall be in writing addressed to townmanager@federalsburg.org. Any verbal statements regarding same by any person, previous to the award, shall be nonauthoritative and not binding.

Addenda issued to prospective Contractors prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be emailed to all prospective Contractors (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Proposals.

8. NAME, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

Each contractor shall provide the following: name, office and home address, phone numbers, email addresses, fax numbers, and federal tax id number.

9. COMPETENCY OF CONTRACTOR

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. The Town reserves the right to determine the competence and responsibility of a Contractor from its knowledge of the Contractor's qualifications and from other sources.

The Town will require submission with the Proposal of certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor. The Contractor will be required to furnish the following information:

- (a) An itemized list of the Contractor's equipment available for use on the Contract.
- (b) A copy of the latest available financial statements of the Contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a recognized firm of independent certified public accountants acceptable to the Town.
- (c) Evidence that the Contractor is in good standing under the laws of the State of Maryland, and, in the case of corporations organized under the laws of any other State, evidence that the Contractor is licensed to do business and in good standing under the laws of the State of Maryland or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.
- (d) Evidence, in form and substance satisfactory to the Town, that Contractor has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in refuse collection and disposal.

10. QUALIFICATIONS OF CONTRACTOR

In the event that the Town shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor, the Contractor may be required to furnish any or all of the following information:

- (a) Evidence that the Contractor is capable of commencing performance as required in the Contract Documents. Evidence should include a list of all customers in the Federalsburg, Maryland area including the contact information of the person managing the account.
- (b) Evidence, in form and substance satisfactory to the Town, that Contractor possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (c) Evidence, in form and substance satisfactory to the Town, that Contractor's experience as a going concern in collection and processing derives from operations of comparable size to that contemplated by the Contract Documents.

(d) Such additional information as will satisfy the Town that the Contractor is adequately prepared to fulfill the Contract.

(e) Add in here the reports of prior work, accident history, or other information the Mayor or others are interested in.

The Contractor may satisfy any or all of the experience and qualifications requirements of this Paragraph by submitting the experience and qualifications of its Parent Corporation and subsidiaries of the parent.

11. DISQUALIFICATION OF CONTRACTORS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his Proposal:

(a) Evidence of collusion among Contractors.

(b) Lack of competency as availed by either financial statements, experience or equipment statements as submitted or other factors.

(c) Lack of responsibility as shown by past work, based on references provided by Contractor

(d) Default on a previous Town contract for failure to perform.

12. BASIS OF THE PROPOSAL

Proposals with respect to solid waste collection and disposal are solicited on the basis of rates for each type of collection work and for each residential unit per month. Proposals will be compared on the basis of the summation of the rates proposed.

13. METHOD OF AWARD

It is the intent of the Town to award the contract to the lowest Proposer provided the Proposal has been submitted in accordance with the requirements of the bidding documents. However, the Town reserves the right to accept the Proposal which, in the Town's judgment, is in the best interest of and most advantageous to the Town. The Town reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying proposal irregular and subject to (but not requiring) rejection by the Town. The Town intends the Contract be awarded within sixty (60) days following the date Proposals are publicly opened and read with services to commence before July 1, 2023.

14. COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, contractors, and subcontractors, shall comply with all laws, federal, state, and local. It is agreed and understood that, if the Town calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

15. DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of age, gender, race, religion, sexual orientation, color, or national origin. The Contractor must be an equal opportunity employer.

18. REPORTING REQUIREMENTS

Contractor shall provide the Town with quarterly reports within two (2) weeks of the end of the reporting period. Reports shall include tonnage of materials collected.

19. TERM

The term of service shall be three (3) years, with one (1) two-year renewal option pending agreement of both parties. Should either the Town or Contractor elect not to renew and extend the contract for an additional two-year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than one-hundred and eighty (180) days prior to the expiration of the Contract.

20. TERMINATION

The Town may terminate the contract upon the occurrence of any one or more of the following events:

- a. If Proposer commences a voluntary case under any chapter of the Bankruptcy Code;
- b. If Proposer makes a general assignment for the benefit of creditors;
- c. If Proposer persistently fails to perform the work in accordance with this RFP;
- d. If Proposer disregards laws or regulations of any public body having jurisdiction;
- e. If Proposer fails to maintain appropriate licenses and credentials required by local, State, and Federal law;
- f. Upon minimum of thirty (30) days' written notice to Proposer, Town may, without cause and without prejudice to any right or remedy, elect to terminate the Contract. In such case, Proposer shall be paid for all work executed and only actual expense sustained.

21. NON-COLLUSION

Each Proposer shall complete and submit the attached Non-Collusion Affidavit.

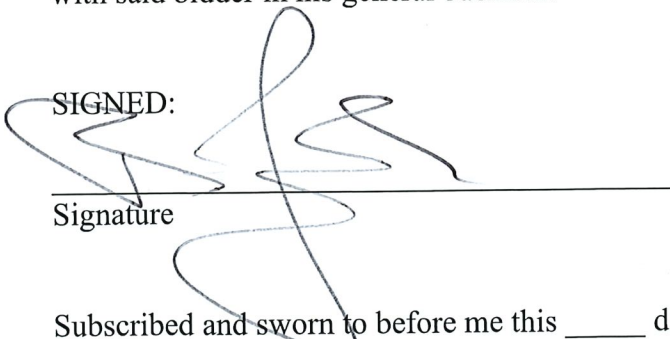
NON-COLLUSION AFFADAVIT

STATE OF MARYLAND

COUNTY OF CAROLINE

RICHARD IAN LYNN JR., being first duly sworn, deposes and says that he/she is PARTNER * (sole owner, partner, president, secretary, etc.) of BIGGYME TRASH, LLC, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, or agreed with any bidder or anyone else to put in a directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or any other bidder, or fix any overhead, profit or cost element of awarding the contract or anyone interested in proposed contract; that all statements submitted in his/her bid price or any breakdown therefore, or contents thereof, or divulged information or date relative therefore, or paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent therefore, or to any other individual except to such person or persons as have a partnership or other direct financial interest with said bidder in his general business.

SIGNED:



Signature

MANAGING MEMBER
Title

Subscribed and sworn to before me this _____ day of _____, 2023.

Seal of Notary

Notary Public

BIGG TYME Trash, LLC

23782 Gilpin Point Rd Preston, MD 21655

Work phone - 410.463.2081

Work phone - 410.476.7867

biggtymetrash@gmail.com

Tax ID – 81-5420695


BIGG TYME TRASH, LLC: W17792326

Department ID Number:

W17792326

Business Name:

BIGG TYME TRASH, LLC

Principal Office: 

6606 RIDGE ROAD

HURLOCK MD 21643

Resident Agent: 

UNITED STATES CORPORATION AGENTS, INC.

6959 GOLDEN RING ROAD

ROSEDALE MD 21237

Status:

ACTIVE

Good Standing:

THIS BUSINESS IS IN GOOD STANDING

Business Type:

DOMESTIC LLC

Business Code:

20 ENTITIES OTHER THAN CORPORATIONS

Date of Formation/Registration:

02/09/2017

State of Formation:

MD

Stock Status:

N/A

Close Status:

N/A

**Itemized list of equipment that will be used to service the Town of
Federalburg:**

- **2022 Peterbilt 337 with 11-yard New Way Viper Refuse Body
VIN - 2NP2HM6X4NM800638**
- **2007 Mack cab-over with 33-yard New Way Rear Load Refuse Body
VIN – 1M2AC08C87M014270**
- **2019 Ford F-650 with 11-yard New Way Viper Refuse Body
VIN - 1FDWF6DE9KDF12204**
- **2023 Hino L7 with 11-yard PacMac Rear Load Refuse Body
VIN – 5PVNV7AP3P5T50120**
- **2010 Peterbilt with 20-yard McNeilus Rear Load Refuse Body
VIN – 2NPRLN9X9AM793422**
- **2021 Ford F-350 Pick-up Truck
VIN - 1FT8W3BTXMED67667**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Farm Creek Insurance, LLC 317 Crusader Road Cambridge MD 21613	CONTACT NAME: Melissa Creighton PHONE (A/C, No, Ext): (800) 931-7484 E-MAIL ADDRESS: missy@farmcreek.insure	FAX (A/C, No): (410) 221-8554
	INSURER(S) AFFORDING COVERAGE	
INSURED Bigg Tyme Trash 29149 Sanderstown Road Trappe MD 21673	INSURER A: Covington Specialty Insurance Company	NAIC # 13027
	INSURER B: Progressive Casualty Insurance Company	24260
	INSURER C: Chesapeake Employers' Insurance Company	11039
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master 22-23 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			VBA889414	11/09/2022	11/09/2023	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			06309175	11/08/2022	11/08/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						BODILY INJURY (Per person)	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	8011196	04/08/2022	04/08/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 500,000
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

The Town of Federalsburg
 118 N Main Street

 Federalsburg MD 21632

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Official Offer of Terms / Prequalification Letter

Bigg Tyme Trash LLC
23782 Gilpin Point Road
Preston

Date: 04/04/2023

Thank you for your application for bonding prequalification. We have successfully approved your business with a Surety Company to meet your current bonding needs. Below is your offer of terms.

Surety Company: Jet Insurance Company

Surety Address: 11440 Carmel Commons Blvd., Ste 207, Charlotte, NC 28226

Contract Limits:

Single Projects: \$500,000.00

Aggregate: \$800,000.00

Premium Rate: 3% of the final contract amount.

Note: BondExchange does not charge for bid bonds.

This letter is not an assumption of liability, nor is it a bid bond or a performance bond. It is issued only as a letter of recommendation requested by our client. Any bond arrangement required by a contract or bid is subject to the satisfactory review of all contract documents, bid specifications, and bond forms.

This letter is valid until 10/04/2023 . You may make copies and file them with any General Contractors or Project Owners who might wish to retain a copy for their records.

Please feel free to call us to discuss if you have any questions concerning non-confidential information, such as your above capacity or bond rate.

Thank you,



Nick Brady, Attorney in Fact
BondExchange



March 28, 2023

Town of Federalsburg
Mayor and Council's Office
118 N. Main Street
Federalsburg, MD 21632

Proposal for Solid Waste Collection and Disposal

Waste Industries of Delaware LLC dba GFL Environmental proposes to provide collection and disposal of residential solid waste for 1150 homes in the Town of Federalsburg per the following rate schedule:

	Rate Per Home Per Month	Annual Total
Year 1	\$ 17.50	\$ 241,500.00
Year 2	\$ 18.38	\$ 253,575.00
Year 3	\$ 19.29	\$ 266,253.75
Year 4	\$ 20.26	\$ 279,566.44
Year 5	\$ 21.27	\$ 293,544.76

Included in the proposal is one (1) 95-gallon trash cart per home. The monthly cost of each additional 95-gallon cart is equal to the corresponding proposed rate per home per month. Thank you for the opportunity to bid. Please reach out with any questions or concerns.

A handwritten signature in black ink, appearing to read 'Bryan Kastor', written over a horizontal line.

Bryan Kastor
General Manager
Waste Industries of Delaware LLC dba GFL Environmental
28471 John J Williams Hwy
Millsboro, DE 19966

Office: 302-934-1364
Mobile: 302-381-8940
Fax: 302-934-1720
Email: bryan.kastor@gflenv.com



March 28, 2023

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Mayor and Council's Office
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Bryan Kastor
General Manager
Waste Industries of Delaware LLC dba GFL Environmental
28471 John J Williams Hwy
Millsboro, DE 19966

Office: 302-934-1364
Mobile: 302-381-8940
Fax: 302-934-1720
Email: bryan.kastor@gflenv.com



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Millsboro, DE 19966

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Mobile: 302-381-8940
Fax: 302-934-1720
Email: bryan.kastor@gflenv.com

21. NON-COLLUSION

Each Proposer shall complete and submit the attached Non-Collusion Affidavit.

NON-COLLUSION AFFADAVIT

STATE OF Maryland

COUNTY OF Caroline

Bryan Kastor, being first duly sworn, deposes and says that he/she is General Manager * (sole owner, partner, president, secretary, etc.) of Waste Industries of DE LLC dba GFL Environmental, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, or agreed with any bidder or anyone else to put in a directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or any other bidder, or fix any overhead, profit or cost element of awarding the contract or anyone interested in proposed contract; that all statements submitted in his/her bid price or any breakdown therefore, or contents thereof, or divulged information or date relative therefore, or paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent therefore, or to any other individual except to such person or persons as have a partnership or other direct financial interest with said bidder in his general business.

SIGNED:

[Signature]
Signature

General Manager
Title

Subscribed and sworn to before me this 5th day of April, 2023.

[Signature]
Seal of Notary
Notary Public

MARY G. ADAMS
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 03-26-2025

GFL NAMED INSURED CERTIFICATE ATTACHMENT

GFL ENVIRONMENTAL HOLDINGS (US), INC.

American Waste Transfer Station, LLC
American Waste, Inc.
Baldwin Pontiac LLC
County Recycling, LLC
County Waste of Fredericksburg, LLC
County Waste of Pennsylvania, LLC
County Waste of Virginia, LLC
County Waste Southwest Virginia, LLC
County Waste, LLC
CWV Holdco, Inc.
EMA Development, LLC
GFL Earth Services, Inc.
GFL Environmental Real Property, Inc.
GFL Environmental Recycling Services LLC
GFL Environmental Services USA, Inc.
GFL Environmental USA Inc.
GFL Environmental USA Roll-Off Inc.
GFL Holdco (US), LLC
GFL North Michigan Landfill, LLC
GFL Slim Jim 2, LLC
GFL Slim Jim 3, LLC
Green Ridge Recycling and Disposal Facility, LLC
Hazar Bestos Corporation
J&E Recycling, LLC
Mead Holdings, LLC
North Andrews Employment Park, LLC
Northeastern Environmental, LLC
Northeastern Exploration, Inc.
Northern A-1 Industrial Services, L.L.C
Soil Safe of California, Inc.
Soil Safe, Inc.
South Andrews Employment Park, LLC
Spare Lots, LLC
SWD Specialties, LLC
WCA Waste Corporation
Wexford County Landfill, LLC
Wexford Water Technologies LLC
Wrangler Holdco Corp.
Coulter Companies, Inc.
PDC Services, Inc.
Area Disposal Service, Inc.
Wigand Disposal Company
ADS Missouri Inc.
Coulter Construction Company
PDC Technical Services, Inc.
PDC Landfills, Inc.

GFL ENVIRONMENTAL HOLDINGS (US), INC. (Continued)

Tazewell County Landfill, Inc.
Peoria Disposal Company
Peoria City County Landfill, Inc.
Coulter Properties, Inc.
Area Landfills Inc.
Hickory Ridge Landfill, Inc.
Clinton Landfill, Inc.
Area Recycling, Inc.
Pink Trash Company Inc. dba Potomac Disposal

WASTE INDUSTRIES USA, LLC.

Alpine Disposal, Inc.
Bestway Recycling, Inc.
Black Creek Renewable Energy, LLC
ETC of Georgia, LLC
Five Part Development, LLC
GFL Everglades Holdings LLC
Haw River LandCo, LLC
L&L Disposal, LLC
Lakeway LandCo, LLC
Lakeway Sanitation & Recycling C&D, LLC
Lakeway Sanitation & Recycling MSW, LLC
Laurens County Landfill, LLC
Mountain States Packaging, LLC
Ponderosa LandCo, LLC
Red Rock Disposal, LLC
S&S Enterprises of Mississippi, LLC
Safeguard Landfill Management, LLC
Sampson County Disposal, LLC
Southeastern Disposal, LLC
Transwaste Services, LLC
Wake County Disposal, LLC
Wake Reclamation, LLC
Waste Industries Atlanta, LLC
Waste Industries of Delaware, LLC
Waste Industries of Maryland, LLC
Waste Industries of Pennsylvania, LLC
Waste Industries of Tennessee, LLC
Waste Industries USA, LLC
Waste Industries, LLC
Waste Services of Decatur, LLC
WI Burnt Poplar Transfer, LLC
WI High Point Landfill, LLC
WI Shiloh Landfill, LLC
WI Taylor County Disposal, LLC
Wilmington LandCo, LLC
Wimberly Hill, LLC

GFL NAMED INSURED CERTIFICATE ATTACHMENT

WCA WASTE SYSTEMS, INC.

Gish Holdings, Inc.
American Waste, LLC
Eagle Ridge Landfill, LLC
Emerald Waste Services, LLC
EWS Central Florida Hauling, LLC
Fort Bend Regional Landfill, L.P.
Freedom Waste Service, LLC
Grace Disposal Systems, L.L.C.
Jones Sanitation, L.L.C.
N.E. Land Fill, LLC
Pauls Valley Landfil, LLC
Royal Disposal and Recycle, LLC
Ruffino Hills Transfer Station, L.P.
Sooner Waste, LLC
Sunbelt Leasing Enterprises, LLC
Sunshine Recycling, Inc.
Town & Country Disposal Solid Waste Transfer Station, LLC
Town & Country Recycling, LLC
Town and Country Disposal of Western Missouri, LLC
Transit Waste, LLC
TransLift, LLC
TRex Auto Auction, LLC
V.F. Waste Services, LLC

Waste Corporation of Arkansas, LLC
Waste Corporation of Kansas, LLC
Waste Corporation of Missouri, LLC (WCA of Missouri, LLC)
Waste Corporation of Tennessee, LLC
Waste Corporation of Texas, L.P.
WCA – Kansas City Transfer, LLC
WCA Cares, Inc.
WCA Management Company, LP
WCA Management General, Inc.
WCA Management Limited, Inc.
WCA of Alabama, L.L.C.
WCA of Central Florida, Inc.
WCA of Chickasha, LLC
WCA of Florida, LLC
WCA of Oklahoma, LLC
WCA of St. Lucie, LLC
WCA Texas Management General, Inc.
WCA Waste Corporation
WCA Waste Systems, Inc.
WRH Gainesville Holdings, LLC
WRH Gainesville, LLC
WRH Orange City, LLC

GFL EVERGLADES HOLDINGS LLC

Advanced Disposal Services Zion Landfill, Inc.
Arbor Hills Landfill, Inc.
Chestnut Valley Landfill, LLC
Cobb County Transfer Station, LLC
Diller Transfer Station, LLC
Eagle Bluff Landfill, Inc.
Eagle Point Landfill, LLC
Emerald Park Landfill, LLC
GFL Illinois LLC
GFL Muskego LLC
GFL Pennsylvania LLC
GFL Solid Waste Midwest LLC
GFL Solid Waste Southeast LLC
Glacier Ridge Landfill, LLC
Greentree Landfill, LLC
Gwinnett Transfer Station, LLC
Hickory Meadows Landfill, LLC
Hoosier Landfill, Inc.
Land & Gas Reclamation, Inc.
Mallard Ridge Landfill, Inc.
Mobile Transfer Station, LLC
Montgomery Transfer Station, LLC
Mountainview Landfill, Inc.

Opelika Transfer Station, LLC
Renewable Energy – Eagle Point, LLC
Rolling Hills Landfill, Inc.
Sandy Run Landfill, LLC
Seven Mile Creek Landfill, LLC
Smyrna Transfer Station, LLC
Southern Alleghenies Landfill, Inc.
Stone’s Throw Landfill, LLC
Tallasse Waste Disposal Center, Inc.
Turkey Trot Landfill, LLC
Welcome All Transfer Station, LLC
Containers by Reaves, LLC
Pine Hollow, Inc.
PH Land, LLC.
Reaves Wrecking Co. LLC.
Alabama Dumpster Service, L.L.C.
Rock N Bar D, LLC.
Great American Disposal of Wisconsin, LLC.
Wood Island Waste Management, Inc.
Great American Environmental Services Inc.
Pauls Industrial Garage Inc.
Strouse Roll Off Inc.
Strouse Construction Inc.

GFL NAMED INSURED CERTIFICATE ATTACHMENT

GFL ENVIRONMENTAL HOLDINGS (US), INC. (Continued)

Sprint Waste Services, LP

Sprint Fort Bend County Landfil, LP

Sprint Recycling Center-Northeast, LLC

Sprint Montgomery County Landfil LP

Triple-S Compost LLC

Sprint Waste of Texas, LP

Shifflet's Waste Service LLC

Mako Industries LLC

Southwest Sanitation LLC

Bunn Box, LLC (*effective 2/28/23*)

Bunn Excavating

GFL Environmental Services Heartland

Point of Contacts

Bryan Kastor

General Manager

Bryan.kastor@gflenv.com

302-381-8940

Terez Gardner

Facility Manager

Terez.gardner@gflenv.com

302-278-8846

Jamarr Tabron

Operations Supervisor

Jamarr.tabron@gflenv.com

302-358-6907

Bryan Ames

Operations Supervisor

Bryan.ames@gfleenv.com

302-559-4938

Kirsten Cox

Office Coordinator

Kirsten.cox@gflenv.com

302-934-1364

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. GFL Environmental Holdings (US), Inc.	
2 Business name/disregarded entity name, if different from above Waste Industries of Delaware, LLC (27-3957840)	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 3301 Benson Drive, Ste 601	Requester's name and address (optional)
6 City, state, and ZIP code Raleigh, NC 27609	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
3 8 - 4 0 1 5 0 3 9	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date ▶ <u>2/24/22</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Waste Industries of Delaware LLC dba GFL Environmental Hauling Truck List

Short Name	Asset Description	Serial Number	Insurance Class Description
11100	2011 HINO 338 CDU	5PVNV8JV9B4S52020	Front Load Truck
3449	2011 Mack MRU613	1M2AV02CXBM007848	Front Load Truck
3498	2013 MACK MRU613	1M2AV02C5DM009896	Front Load Truck
3520	2014 MACK MRU613	1M2AV02C5EM011214	Front Load Truck
3559	2007 MACK MR688S	1M2K189C27M036286	Front Load Truck
3751	2018 AUTC ACX64	5VACLUF1JH224007	Front Load Truck
3754	2018 AUTC ACX64	5VACLUFXJH224006	Front Load Truck
912039	2022 Mack TE64 - Chassis	1M2TE2GC6NM007069	Front Load Truck
11237	2015 CHEVROLET SILVERADO 1500	1GCNCPFH0FZ422648	Operations Support Vehicle
11398	2018 CHVRL 3500	1GB3CVCY6KF122871	Operations Support Vehicle
10282	2011 International Work Star	1HTWGAZTOBJ321156	Rear Load Truck
10285	2010 International Work Star	1HTWGAZT2AJ281953	Rear Load Truck
10317	2010 International 4400	1HTMKAAN4AH286288	Rear Load Truck
10600	2012 HINO 338	5PVNV8JM6C4S50265	Rear Load Truck
10663	2014 PETERBILT 337	2NP2HM7X3EM214558	Rear Load Truck
10684	2013 FREIGHTLINER M2	IFVHCYBS2DHF6711	Rear Load Truck
10776	2018 PETERBILT 348	2NP3LJ0X0JM455161	Rear Load Truck
10859	2018 PETERBILT	2NP3LJ0X1JM486211	Rear Load Truck
10934	2007 MACK 688S RL	1M2K189C77M036784	Rear Load Truck
10992	2019 PETERBILT 348	2NP3LJ0X0KM495855	Rear Load Truck
11223	2015 ISUZU NPR HD	JALC4W164F7005160	Rear Load Truck
3643	2015 AUTC ACX64	5VCACDVF3FH219824	Rear Load Truck
2463	2003 Mack Granite	1M2AG11CO4MO10603	Roll Off Truck
2522	2014 PETERBILT 365	1NPSL70X3ED215483	Roll Off Truck
2705	2018 PETERBILT 567	1NPCL70X3JD479396	Roll Off Truck
2732	2003 MACK GRANITE CV712	1M2AG11C93M002644	Roll Off Truck
411021	2021 Autocar DC64	5VCCCLEG0MC234061	Roll Off Truck
413021	2023 Mack GR64B - Chassis	1M2GR1GC3PM034510	Roll Off Truck
10635	2016 PETERBILT 320	3BPZLJ0X0HF107547	Side Load Truck
10679	2017 AUTC ACX64	5VCACRVF0HH223006	Side Load Truck
10697	2017 AUTC ACX64	5VCACSVF5HH223302	Side Load Truck
10754	2017 AUTC ACX64	5VCACRVF9HH223778	Side Load Truck
10953	2019 AUTC ACX64	5VCACRAF0KC227938	Side Load Truck
810020	2020 AUTC ACX64	5VCACDAF2LC232692	Side Load Truck



Financial Information

Below are two links detailing our Financials. We are a publicly held company and as such all financials may be viewed.

<https://d18rn0p25nwr6d.cloudfront.net/CIK-0001780232/bde43bf3-1521-406f-87d9-43ca23885928.pdf>

We have disclosures in our latest quarterly financial statements, available from our website or the SEC.

<https://gfl2019ipo.q4web.com/English/financials/sec-filings/default.aspx>

Audited Report

Annual and Transition Report (foreign private issuer)

- [PDF Format Download \(opens in new window\)](#)

<https://d18rn0p25nwr6d.cloudfront.net/CIK-0001780232/f645562e-1929-4993-b001-c755128a87ff.pdf>

- [Excel Format Download \(opens in new window\)](#)

<https://d18rn0p25nwr6d.cloudfront.net/CIK-0001780232/4b93e45f-4a3d-45de-b5c4-c3bd83c887b9.xls>

- [XBRL Format Download \(opens in new window\)](#)

<https://d18rn0p25nwr6d.cloudfront.net/CIK-0001780232/ef12609c-ef70-47a1-8a5c-60bf9836fc4b.zip>

- [XBRL Format Download \(opens in new window\)](#)

<https://d18rn0p25nwr6d.cloudfront.net/CIK-0001780232/4b3077af-f346-42d4-8218-62e5ae3637f2.html>

Credit Information for Waste Industries USA, LLC &Affiliates dba GFL Environmental

Nature of Business: Waste Collection and Disposal
Type of Ownership: Corporation
Date of incorporation: December 31, 1970
Federal ID Number*: 56-0954929
Dun & Bradstreet Number: 01-635-6896
Officers: Patrick Dovigi, President and CEO
Luke Pelosi, CFO
Greg Yorston, COO
Mindy Gilbert, Executive VP and Secretary

Bank Reference: Bank of America Merrill Lynch
600 Peachtree Street, NE, 3rd Floor
Atlanta, GA 30308
Attn: Andrea Pinder-Jack
www.bankvod.com

Address: 3301 Benson Drive, Suite 601
Raleigh, NC 27609
Phone: 919-325-3000
Fax: 919-325-4040

Credit References:

Marathon Equipment Company
PO Box 2244
Birmingham, AL 35201
Fax: 205-695-7250
All credit references are fax ONLY

Rehrig
4010 East 26th Street
Los Angeles, CA 90058
Phone: 323-262-5145
Fax: 323-269-8506
DSokolowski@Rehrig.com

Lewis Steel Works
PO Box 338
Wrens, GA 30833
Phone: 706-547-6561
Fax: 706-547-3020
ben@lewissteelworks.com

Mansfield Oil Company
1025 Airport Parkway SW
Gainesville, GA 30501
Phone: 678-450-2000
Fax: 770-532-6266
RCampos@mansfieldoil.com

*Immediate parent company is Wrangler Holdco Corp. (EIN 82-2188689) - W9 reflects this

MARYLAND SALES & USE TAX LICENSE

13553135

Sales and Use Tax Registration Number

01/30/2009

Issue Date

Peter Franchot

Peter Franchot
Comptroller

WASTE INDUSTRIES USA INC
440 FRANKLIN STREET
BEL AIR, MD 21014



Revenue Administration Division
110 Carroll Street • Annapolis, MD 21411

This license must be displayed prominently. A separate license is required for each place of business.

001001001001

Waste Industries of Delaware LLC dba GFL Environmental Municipal References

Georgetown, Delaware - 1,700 homes - curbside trash and recycling

2010 - Present

Gene Dvornick, Town Manager

37 The Circle

Georgetown, DE 19947

Phone: 302-856-7391

Fax: 302-856-6348

Dewey Beach, Delaware - 1050 homes - curbside/valet trash and recycling

May 1, 2017 - Present

Bill Zopler, Town Manager

105 Rodney Avenue

Dewey Beach, DE 19971

Phone: 302-227-6363

Fax: 302-227-8319

Fenwick Island, Delaware - 697 homes - curbside trash, recycling, and yard waste

2015 - Present

Pat Schuman, Town Manager

800 Coastal Highway

Fenwick Island, DE 19944

Phone: 302-539-3011

Fax: 302-539-1305

Lewes, Delaware - 2052 homes - yard waste

2013 - Present

Ann Maria Townshend, Town Manager

114 E. Third Street

P.O. Box 227

Lewes, DE 19958

Phone: 302-645-7777

Fax: 302-645-6406

Milton, Delaware - 1500 homes - curbside trash, recycling, and yard Waste Industries

2020 - Present

Kristy Rogers, Town Manager

15 Federal Street

Milton, Delaware 19968

Phone: 302-684-4110

Fax: 302-684-8999

Clayton, Delaware - 1,100 homes - curbside trash and recycling

2010 - Present

Sue Muncey, Town Administrator

Phone: 302-653-8419

Delaware City, Delaware - 735 homes - curbside trash and recycling

2010 - Present

David Baylor, City Manager

Phone: 302-834-4573

Townsend, Delaware - 485 homes - curbside trash and recycling

2010 - Present

Antonina Tantillo, Town Administrator

Phone: 302-378-8082

Felton, DE - 458 homes - curbside trash and recycling

2010 - Present

Amy Thomas, Town Manager

Phone: 302-284-9365

State of Delaware Contract - contract for statewide governmental agencies

2015 - Present

Kim Jones, Procurement Officer, 302-857-4584

DSWA Convenience Site Hauling - Front End and Roll-off hauling

February 1, 2019 - Present

Robert Ziegler, Manager of Recycling Operations

Phone: 302-739-5361

Kent County, Delaware - 8650 homes - curbside trash, recycling, and yard waste

2017 - Present

Diana Golt, Public Works Director

Phone: 302-744-2430

City of Dover, Delaware - 9834 homes - curbside recycling

2022 - Present

Mark Nowak, Director of Public Works

Phone: 302-736-7025

mnowak@dover.de.us

Town of Galena, Maryland - 246 homes - curbside trash & recycling

2022 - Present

Audrey Erschen, Town Clerk

Phone: 410-648-5151

aerschen@townofgalena.com

Town of Betterton, Maryland - 260 homes - curbside trash & recycling

2022 - Present

Tom Mogle, Town Manager

Phone: 410-474-6835

tmogle@townofbetterton.com

**REQUEST FOR PROPOSAL
SOLID WASTE COLLECTION AND DISPOSAL**

The Town of Federalsburg is soliciting proposals to provide for the collection and disposal of residential solid waste. Proposals must be received not later than 4:00 p.m., April 5, 2023. Proposals submitted after that date and time will not be considered. The Town reserves the right to reject any or all Proposals or to waive any irregularity, and to accept such Proposal that is most advantageous and beneficial to the Town. Proposals shall be sealed, clearly marked "Solid Waste Collection and Disposal", and delivered to:

Town of Federalsburg
Mayor and Council's Office
118 N. Main Street
Federalsburg, MD 21632

INSTRUCTIONS TO CONTRACTORS

1. SCOPE OF WORK

The contractor shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the Town with complete refuse collection, removal and disposal and to complete said work in accordance with these provisions. The Town currently has approximately 1150 residential customers and -accounts billed and collected by the Town.

A. Residential Service---Base Proposal:

Contractor will provide automated curbside solid waste collection once per week.

Residents may be permitted to request additional solid waste containers.

Contractor is responsible for providing the containers, which will be owned and maintained by Contractor.

Date Contract and services commence: July 1, 2023.

B. Payment to the Contractor shall be as follows:

The Town shall bill the residential accounts and shall pay Contractor on a monthly basis for all work performed and invoiced.

2. PREPARATION OF THE PROPOSAL

Three (3) copies of the Proposal, together with appropriate attachments, must be submitted in a sealed envelope bearing on the outside the name of the Contractor, his\her address, and plainly marked "Solid Waste Collection and Disposal". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The Town may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof.

Any Proposal received after the time and date specified above shall not be considered.

3. EVIDENCE OF INSURANCE AND INDEMNIFICATION

The Contractor will indemnify and save harmless the Town, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. The Town will not be responsible for the negligence of the Contractor, or any of its agents, employees, or customers.

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the Town before commencement of work hereunder.

The Town may, at any time request proof of current insurance on any one or all of the coverage's required below. The failure to maintain current insurance as required below may result in the termination of the contract, save and except the Contractors obligations to indemnify the town from all claims.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence minimum	Aggregate minimum
Workers compensation	As required by law and shall cover all employees including drivers.	As required by law and shall cover all employees including drivers.
Comprehensive and General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	
Comprehensive Auto Liability-Property Damage	\$500,000	

4. PERFORMANCE BOND

A performance bond, or escrow in lieu of a performance bond acceptable to the Town, will be required from the successful Proposer. The performance bond will be equal to the first- year contract price.

In addition to the performance bond, if the Contractor fails to service the Town on a timely basis, the Contractor shall forfeit payment for services not performed unless remedied to the satisfaction of the Town or if caused by an act of God.

5. SCOPE OF SERVICES

The Town of Federalsburg is requesting proposals from Contractors to provide solid waste collection and disposal services for residential properties within the Town. The Contractor shall comply with all federal, state, and local requirements and shall acquire and maintain all required permits and licenses.

6. CONDITIONS

Each Contractor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under contract.

It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint himself with conditions existing, shall in no way relieve him of any obligations with respect to his Proposal or to the Contract. The Town shall make all such documents available to the Contractors.

Except with respect to events or conditions which are not discoverable, the Contractor shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the Town. The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

7. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Contractor shall be requested of the Town in writing, via email, no later than five (5) days prior to the date of opening of bids and if explanations are necessary, a reply shall be made in the form of email. A copy of this explanation will be forwarded to each firm making a proposal. Every request for such explanation shall be in writing addressed to townmanager@federalsburg.org. Any verbal statements regarding same by any person, previous to the award, shall be nonauthoritative and not binding.

Addenda issued to prospective Contractors prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be emailed to all prospective Contractors (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Proposals.

8. NAME, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

Each contractor shall provide the following: name, office and home address, phone numbers, email addresses, fax numbers, and federal tax id number.

9. COMPETENCY OF CONTRACTOR

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. The Town reserves the right to determine the competence and responsibility of a Contractor from its knowledge of the Contractor's qualifications and from other sources.

The Town will require submission with the Proposal of certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor. The Contractor will be required to furnish the following information:

- (a) An itemized list of the Contractor's equipment available for use on the Contract.
- (b) A copy of the latest available financial statements of the Contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a recognized firm of independent certified public accountants acceptable to the Town.
- (c) Evidence that the Contractor is in good standing under the laws of the State of Maryland, and, in the case of corporations organized under the laws of any other State, evidence that the Contractor is licensed to do business and in good standing under the laws of the State of Maryland or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.
- (d) Evidence, in form and substance satisfactory to the Town, that Contractor has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in refuse collection and disposal.

10. QUALIFICATIONS OF CONTRACTOR

In the event that the Town shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor, the Contractor may be required to furnish any or all of the following information:

- (a) Evidence that the Contractor is capable of commencing performance as required in the Contract Documents. Evidence should include a list of all customers in the Federalsburg, Maryland area including the contact information of the person managing the account.
- (b) Evidence, in form and substance satisfactory to the Town, that Contractor possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (c) Evidence, in form and substance satisfactory to the Town, that Contractor's experience as a going concern in collection and processing derives from operations of comparable size to that contemplated by the Contract Documents.

(d) Such additional information as will satisfy the Town that the Contractor is adequately prepared to fulfill the Contract.

(e) Add in here the reports of prior work, accident history, or other information the Mayor or others are interested in.

The Contractor may satisfy any or all of the experience and qualifications requirements of this Paragraph by submitting the experience and qualifications of its Parent Corporation and subsidiaries of the parent.

11. DISQUALIFICATION OF CONTRACTORS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his Proposal:

(a) Evidence of collusion among Contractors.

(b) Lack of competency as availed by either financial statements, experience or equipment statements as submitted or other factors.

(c) Lack of responsibility as shown by past work, based on references provided by Contractor

(d) Default on a previous Town contract for failure to perform.

12. BASIS OF THE PROPOSAL

Proposals with respect to solid waste collection and disposal are solicited on the basis of rates for each type of collection work and for each residential unit per month. Proposals will be compared on the basis of the summation of the rates proposed.

13. METHOD OF AWARD

It is the intent of the Town to award the contract to the lowest Proposer provided the Proposal has been submitted in accordance with the requirements of the bidding documents. However, the Town reserves the right to accept the Proposal which, in the Town's judgment, is in the best interest of and most advantageous to the Town. The Town reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying proposal irregular and subject to (but not requiring) rejection by the Town. The Town intends the Contract be awarded within sixty (60) days following the date Proposals are publicly opened and read with services to commence before July 1, 2023.

14. COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, contractors, and subcontractors, shall comply with all laws, federal, state, and local. It is agreed and understood that, if the Town calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

15. DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of age, gender, race, religion, sexual orientation, color, or national origin. The Contractor must be an equal opportunity employer.

18. REPORTING REQUIREMENTS

Contractor shall provide the Town with quarterly reports within two (2) weeks of the end of the reporting period. Reports shall include tonnage of materials collected.

19. TERM

The term of service shall be three (3) years, with one (1) two-year renewal option pending agreement of both parties. Should either the Town or Contractor elect not to renew and extend the contract for an additional two-year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than one-hundred and eighty (180) days prior to the expiration of the Contract.

20. TERMINATION

The Town may terminate the contract upon the occurrence of any one or more of the following events:

- a. If Proposer commences a voluntary case under any chapter of the Bankruptcy Code;
- b. If Proposer makes a general assignment for the benefit of creditors;
- c. If Proposer persistently fails to perform the work in accordance with this RFP;
- d. If Proposer disregards laws or regulations of any public body having jurisdiction;
- e. If Proposer fails to maintain appropriate licenses and credentials required by local, State, and Federal law;
- f. Upon minimum of thirty (30) days' written notice to Proposer, Town may, without cause and without prejudice to any right or remedy, elect to terminate the Contract. In such case, Proposer shall be paid for all work executed and only actual expense sustained.

Chapter 158. Rental Housing

Article I. License and Inspection

[Adopted 7-6-2009 by Ord. No. 2009-09]

§ 158-1. Purpose.

The purpose of this article is to protect the health, safety and welfare of the Town residents and to prevent deterioration of the housing stock in the Town.

§ 158-2. Definitions and word usage.

As used in this article, the following terms have the meanings indicated.

PERSON

Any individual, proprietorship, partnership, corporation, association, or other legal entity.

RESIDENTIAL RENTAL DWELLING UNIT

Any building or portion of a building in which a person resides in which consideration of money or other goods or services are paid or provided to the owner of such building or the owner's authorized representative or other tenant. This definition shall include the letting or rental of any single-family residential dwelling unit, or multifamily residential dwelling unit.

§ 158-3. License required.

- A. It shall be unlawful for any person to let any residential rental dwelling unit within the Town without first having obtained a license for said unit as hereinafter provided.
- B. Within 60 days after the effective date of this article, the legal owner of record shall make written application to the Town for a rental unit license upon such form or forms as the Town shall from time to time designate. Such application shall be submitted together with a nonrefundable rental license fee, as approved and authorized by the Mayor and Council.

§ 158-4. Inspections.

- A. All residential rental properties shall be subject to periodic inspections as deemed necessary by the Town's Code Enforcement Officer, or other designee, to determine if they are in conformance with the Town Code and applicable ordinances, laws or other regulations.
- B. If an inspection reveals a violation of an applicable provision of the Town Code, including any building code, property maintenance code or minimum livability code in effect within the Town limits, the Code Enforcement Officer shall provide written notification to the owner and to the occupant of the rental unit. The notice shall contain a time period within which the violation is to be corrected,

which period shall be a minimum of 10 days unless the violation involves an immediate threat to health or safety, whereupon a shorter time frame may be specified by the Town's Enforcement Officer. The Code Enforcement Officer shall reinspect the premises to confirm that the violations have been corrected.

§ 158-5. Revocation or denial of license; injunction.

A license may be revoked or denied by the Code Enforcement Officer if an owner, after the passage of the notice period described in the previous section, fails to eliminate violations of the Town Code. Revocation or denial of a license shall be in addition to, and not in substitution for, such other penalties as may be provided for said violations elsewhere in this Code or by state law. In addition to any other remedy which may be available in the event of a violation of the provisions of this chapter, the Town's designated Code Enforcement Officer may seek an injunction to prevent the renting, or offering to rent, of rental dwelling units in the Town which do not have a license issued under this article.

§ 158-6. License renewal.

Licenses shall expire one year from the date of issuance and are renewable annually. Applications for renewal shall be made at least 60 days prior to the expiration date.

§ 158-7. Display of licenses.

Licenses issued under this article shall be produced on the demand of a tenant or prospective tenant and shall be made available at reasonable times for examination by an authorized agent of the Town.

§ 158-8. Fees.

The Mayor and Council is hereby authorized to enact a resolution establishing a schedule of license, inspection, and reinspection fees pertaining to the administration of this article. Any unpaid license fee or reinspection fee shall be subject to interest and penalties as periodically established by the Mayor and Council for unpaid sums due to the Town.

§ 158-9. Violations and penalties.

Any violation of this article shall be considered a municipal infraction, and any person violating any provision of this article shall be assessed a fine of \$100 for the first infraction, and up to \$200 for each subsequent infraction. Each separate violation shall constitute a separate offense. Each day that any violation shall continue shall constitute a separate offense.

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: April 17, 2023
RE: Fiscal year 2023-2024 draft budget update and review of debt service and revenue dated April 11, 2023

Earlier staff presented a high-level overview of the draft budget for fiscal year 2023-2024. This report provides the expected revenues for all funds and the narratives associated with several changes to revenue lines comparable to the fiscal year 2020-2021 budget. For the most part revenue lines reflect those of several fiscal years past apart from personnel and insurance. Some notable exceptions that will be discussed below. For both the general and enterprise funds there is little growth from one year to the next. Limited growth in residential, commercial, and industrial land uses translates into stability in real and personal property tax revenues and utility fees. Where there are changes, they are typically small and seen in state share revenues and various user fees. Providing revenue forecast prior to general consideration of the general expenditures puts departmental and capital expenditures into context. In so many words, assessing revenues makes the discussion of how much government spending the town can afford more focused. In formulating these projected revenues staff worked from the following standards:

- Total debt service payment across all funds from July 1, 2023 to June 30, 2024 is \$774,131.81, which constitutes expenditure of 16.595% of all projected revenue for the fiscal year. The fiscal year 2021-2022 audited debt service payment was \$747,497.
- The real property tax rate (page 1, line 1011000) remains constant at \$0.88 although the constant yield revenue would have a tax rate of \$0.8556.
- A real property tax rate of \$0.88 yields an additional \$41,159 over the current fiscal year's yield based on increased assessments.
- Cell tower lease revenue (page 1, line 1023400) shows \$0.00 based on the expectation of the lease being sold.
- Highway User Fund revenue (page 1, line 1016600) shows the state's estimate of \$153,563.94.
- Building department rental license inspection fees estimate (page 1, line 1042098) represent pass through to the contractor.
- Residential solid waste collection and disposal fee of \$248,124 (page 2, line 10445100) represents pass through to the contractor.
- Monthly residential solid waste collection and disposal fee is proposed at \$17.98 per unit to recover full cost of the service.
- Wastewater and water connection charges (page 2, line 6044200 and page 3, line 2041120 respectively) show increases over current fiscal year based on an expectation of three new connections in fiscal year 2023-2024, and a proposed connection fee increase for both utilities from the current \$3,500 to proposed \$5,000 commencing July 1, 2023.
- Total operational revenue forecast across all funds is \$4,664,789.94.

Capital projects and all operational department expenditures will be provided to the mayor and town council at the May 1, 2023 meeting. Presented as an informational item at this time. Pending further discussion provide direction to staff.

REVENUES

Number	Title	FY2024 Budget
1010000 Taxes - Local		
1011000	Real Estate Property Taxes	\$1,484,811.00
1011001	County In Lieu of	\$924.00
1011100	Personal/Certification Taxes	\$520,000.00
1012000	Penalties & Interest	\$18,000.00
1014000	Income Taxes	\$90,000.00
1016600	Highway User Revenue	\$153,563.94
1016800	Dividends/Patrnge Revenues	\$0.00
	Sub-Total Taxes - Local	\$ 2,267,298.94
1020000 Licenses & Permits		
1022330	Business/Traders Licenses	\$200.00
1023200	Building Permits	\$20,000.00
1023400	Cell Tower Rental Fees	\$0.00
1023900	Other	\$150.00
	Sub-Total Licenses	\$ 20,350.00
1030000 Revenue from Other Agencies		
1033030	Police Protection	\$43,390.00
1033080	Clean & Lien Ordinance	\$1,000.00
1033091	Critical Areas Grant	\$0.00
	Sub-Total Revenue from Other Agencies	\$ 44,390.00
1040000 Service Charges for Current Services		
1041201	Board of Appeals Fees	\$0.00
1041400	Sale of Maps & Publications	\$0.00
1041500	Copier Revenue	\$25.00
1041900	Postage & Phone Reimbursement	\$0.00
	Sub-Total Revenue from Service Charges	\$ 25.00
1042000 Public Safety		
1042098	Rental License Inspection Fees*	\$40,000.00
1042099	Rental License Permit	\$40,000.00
1042100	Special Police Services	\$200.00
	Speed Cameras	\$50,000.00
	Sub-Total Revenue from Public Safety	\$ 130,200.00

1044000 Sanitation & Waste Removal		
1044310	Waste Collection & Disposal	\$1,000.00
1044500	Yard Sale Permits	\$0.00
1044510	Solid Waste Collection & Disposal*	\$248,124.00
1044511	PW Scrap Metal/Aluminum Sold	\$1,000.00
	Sub-Total Revenue from Sanitation & Waste Removal	\$ 250,124.00
1048000 Recreation		
1048900	Park Building Rentals	\$300.00
1049900	Upper Shore Aging/Senior	\$2,400.00
	Sub-Total Recreation	\$ 2,700.00
1050000 Fines & Forfeitures		
1050010	Civil Citations/Court Fines	\$ 100.00
	Sub-Total Fines	\$ 100.00
1060000 Miscellaneous		
1066200	Damage Reimbursements	\$0.00
1012000	General Fund Savings Interest Income	\$0.00
1067000	Sale of Equipment or Vehicles*	\$75,000.00
1068000	FHS Building Loan Payment	\$0.00
1069000	Loan Proceeds	\$0.00
1069200	Other Miscellaneous	\$1,000.00
1069205	Fall Ball Electric	\$0.00
1069210	Trsfm-Maint Rev. Small Bus. Loan	\$0.00
1069300	Transfer from Fund Balance	\$0.00
	Sub-Total Miscellaneous	\$ 76,000.00
GRAND TOTAL REVENUES		\$ 2,791,187.94

Number	Title	FY2024 Budget
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Wastewater Revenue:

6044100	Sewer Service Charge	\$612,000.00
6044200	Sewer Connection Charge	\$15,000.00
6044150	Sewer Debt Service Fee	\$591,103.00
6044400	Interest Income Reserve Fund	\$0.00
6044410	Interest Income SGFNB0471	\$0.00
6044301	Waste Collection & Disposal	\$0.00
6044500	Flush Tax	\$90,000.00

6044600 Other Financing Sources	\$0.00
Solar Credit Sale	\$80,000.00
	\$
	1,388,103.00

Number	Title	FY2024 Budget
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Water Revenue:

2041110 Water Service Charges	\$338,999.00
2041120 Water Service Connections	\$15,000.00
2041130 Water Debt Charges	\$125,300.00
2041180 Other Water Charges	\$1,500.00
2041190 Water Cut-Off Charges	\$4,700.00
2044410 Interest Income WFD0489	\$0.00
2044400 Interest Income Water Rev. Nat1905	\$0.00
	\$485,499.00

Revenue Across All Funds	4,664,789.94
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TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: April 17, 2023
RE: Community Development Block Grant Discussion with ARPA Funding

The town is working with Maryland Department of Housing and Community Development (DHCD) to restructure an open Community Development Block Grant (CDBG) from small business development to general facilities improvements. If all the DHCD staff are fine with using the CDBG funds on hand, then the town will have about \$620,000 in that account for other eligible projects, and have about \$200,000 remaining in ARPA that can be leveraged for other uses. The repurposed small business development CDBG can fund a number of good, visible community projects. The use of that existing CDBG money, the remaining ARPA funds after paying for the AMI water meters and street paving projects, and the option to apply for another CDBG this funding cycle are all on the table.

The pump station situation is running its own course through the Maryland Department of the Environment (MDE) and Congressional Directed Spending (CDS) processes and staff has no information on that beyond receiving an email questionnaire about the project sent by staff of one federal legislator.

Pending further discussion provide direction to staff.



Senator Van Hollen's FY24 Congressionally Directed Spending Request Form

(Federalsburg Local Streets)

Name & Contact Info	Mailing Address	Permanent Address
Lawrence DiRe 4431354 Work: 4107548173 Mobile: 4104431354 townmanager@federalsburg.org	118 N. Main Street Federalsburg MD 21632	118 N. Main Street Federalsburg MD 21632

* indicates a required field.

Section 1. Contact Information for Submitting Organization

May not include outside counsel/lobbyist contact information.

1. Submitting Organization *

Town of Federalsburg

2. IRS Employer Identification Number (EIN) *

52-6000788

3. Is the organization a for-profit entity? NOTE: For-profits are NOT eligible for earmarks. *

No

4. Street Address *

118 N. Main Street

5. City *

Federalsburg

6. State *

MD

7. Zip Code *

21632

8. County *

Caroline

9. Organization Website (or social media link if no website) *

www.townoffederalsburg.org

Primary Point of Contact at Submitting Organization (NOT lobbyist)

10. Name *

Lawrence DiRe

11. Title *

Town Manager

12. Email *

townmanager@federalsburg.org

13. Phone Number *

Please provide a direct line or cell phone. Please do not provide the main line for your company or organization--we need to reach you personally.

410-754-8173

President/CEO at Submitting Organization

14.Name *

Kim Abner

15.Title *

Mayor

16.Email *

kmabner@federalsburg.org

17.Mobile Phone Number *

443-604-1486

Section 2. Outside Counsel/Lobbyist Contact Information (if applicable)

1. Full name

No answer.

2. Firm

No answer.

3. Email

No answer.

4. Phone

No answer.

Section 3. Request Information

1. Name of Proposal *

Federalsburg Local Streets

2. Specific Location in Maryland *

Must include physical address where earmark funds will be utilized. If multiple locations, please list organization headquarters.

Town of Federalsburg

118 N. Main Street

Federalsburg, MD 21632

3. County/Counties where project is located *

Caroline

4. Congressionally Directed Spending Request *

Dollar amount

1439767

5. Total Cost of the Project *

Dollar amount

2263921

6. Relevant Appropriations Bill *

Agriculture (AG)

7. Specific Account (Do NOT Select "Other") *

See list of eligible accounts and specific requirements for proposals in those accounts [here](#) Not yet updated for FY24.

AGRICULTURE: Rural Development: Community Facilities Grants

Please note that some accounts require additional documentation beyond what is included in this application form. Please consult the [Appropriations Committee's guidance](#) for specific accounts with additional requirements. Examples of supplemental requirements include letters from state or local agencies, proof that your project is included in a state transportation plan (for certain highway projects), etc.

***NOTE FOR INFRASTRUCTURE PROJECTS:** This year, you can submit requests for highway projects that are not currently on the STIP or TIP, but for which MDOT has provided a letter confirming that: (1) the project is eligible for Federal-aid highway funding under title 23, United States Code; (2) MDOT is willing to carry out the project if funding is enacted; and (3) MDOT will include the project on the STIP or TIP once funding for the project is enacted. This letter from MDOT should be attached with your support letters.

Supplemental documentation can be attached to your application as a PDF using the "additional documentation" upload form on the main page of this application.

8. Priority Ranking of Proposal (if multiple proposals are being submitted) *

If one proposal is being submitted, please enter 1.

1

9. Was this request submitted to another member of the Maryland Delegation? *

Yes

9.1 If yes, which member(s)?

Senator Cardin,

10. Have you briefed a member of Senator Van Hollen's staff about this request? *

A meeting is not required but is a useful opportunity to discuss your project and answer any questions we may have prior to your submission. If you would like to request a meeting, please email the relevant staffer or call 202-224-4654 to reach the front desk to be connected with the relevant staffer.

No

10.1 Please provide the name(s) of the staffer(s) and the date of your meeting.

No answer.

Section 4. Project Description

1. Summary of Proposal *

This is a short, paragraph-length description of the project that will be made public in Congressional disclosures. This paragraph should answer the questions of "What would the funding accomplish, who would it serve, and why are funds needed."

At their meeting on May 16, 2022, the Town Council requested assistance from GMB with rating and prioritizing street paving projects. The Town has budgeted \$800,000 to \$824,000 of ARPA funding to complete as many road repairs as possible. Many local streets are in poor condition and require frequent patching. The town currently carries a substantial debt obligations for past street improvements and uses the greater portion of annual state highway user funds to pay debt service, leaving little for annual street maintenance.

2. Justification of Request *

This section requires you to provide greater detail on your projects such as the justification for why the project is a worthwhile investment for taxpayers, how it will serve low- to moderate-income individuals and historically underserved communities, and specific information required by the Appropriations Committee to be considered. See Committee Guidance. In addition, this section should also outline what new services or opportunities will be available as a result of the earmark funding, the geographic region you intend to utilize the funding, and any partnerships you have with other organizations to support the project. If requesting additional funds for an ongoing project, please provide the current status or phase of the ongoing project.

The Town of Federalsburg is the industrial hub of Caroline County and indeed plays an important role in the industrial, warehousing, and transportation sectors of Maryland's and the eastern shore's economy. A road network is essential to many local businesses and over the years the town's local roads, many of which serve as connectors to commercial centers, have fallen into disrepair. Federalsburg is a qualified census tract and an enterprise zone community. Currently the town is not able to cover local street capital improvement costs from general fund revenues and a substantial share of the Maryland highway user fund revenues go to pay debt service on outstanding road improvement bonds. This leaves little left to maintain them properly.

GMB reviewed the Paved Road Inventory Report dated February 2017 completed by Steve Dyott, Director of Public Works. The report lists every street owned by the Town and rates each street's importance and traffic flow. Other details such as the road length, width, and drainage issues are also recorded. There are several recommended capital improvements in the report, which are found on page 4 of 4 within the section "Paved Network Inventory by Surface Status" (2016 Priority Inventory list attached). GMB used this list as a starting point with the assumption that these streets, already identified as in need of maintenance, would still be a priority. According to Mr. Dyott, E. Central Ave and Chambers Street have been improved. Park Lane has been added to the priority list and evaluated below.

GMB created up to date cost estimates for each priority street project (Detailed Cost Estimates attached). As determined during two separate site visits, many priority streets were found to have curb and gutter. Greenridge Rd-1 & 3 have curb and gutter where Greenridge Rd-2 does not. GMB encourages the installation of curb and gutter for defined pavement boundaries as well as positive drainage. Greenridge Rd-2's cost estimate includes the installation of curb and gutter, approximately 500 feet of sidewalk that is currently missing, and engineering costs to design these improvements. Morris Ave and Park Lane have sidewalks but no concrete curb and gutter. Before these streets are improved, GMB recommends evaluating these areas to determine if concrete curb and gutter should be considered. Currently, cost estimates for Morris Ave. and Park Lane do not include curb and gutter.

The project cost estimates are specific to paving and concrete work only.

3. List any organizations or individuals in the community who are supporting the project (not funders--sources of funding should be provided in the next section of the application) *

All municipal residents, businesses, and travelers.

Section 5. Project Financing

1. Describe any public non-federal and/or private funding that supports this request, and whether or not it is in hand *

Requests should provide a full accounting of all funding secured for the project, including non-federal funding such as state, county, or municipal general funds, nonprofit funding, privately raised dollars, or financing mechanisms such as TIFs or loans.

This project is not supported by non-federal public or private funding.

2. Please describe any past federal funding support for this project *

Phase one of this project, as describes in the GMB priority paving plan, is funded through American Rescue Plan Act Corona Virus State and Local Funding at \$800,000 to \$824,000.

3. Has this project received past Congressionally Directed Spending in previous years? *

If yes, please identify when and how much.

No.

4. Is the project eligible for a competitive grant? Has the organization tried to pursue funding through a competitive grant? *

The project would be eligible for community development block grant funding. The town has not pursued that grant funding.

5. Is additional federal funding required to complete the project? When and how will the project become self-sustaining without the need for Congressional earmarks? *

Additional funding is not required to complete the priority projects cited in the GMB engineering report. The street maintenance would be paid for from general fund revenues and state highway user fund revenues.

6. Detailed Budget for requested earmark funds *

Please provide a detailed budget for how you will utilize the earmark funding if it is provided.

The following table shows the priority street projects and the unit cost for each:

Priority	Street Est. Cost	From	To	Length (Miles)
1	Greenridge Rd - 1 \$164,479	N Main	Park Ln	0.11
2	Greenridge Rd - 2 \$376,665	Park Ln	Vernon Ave	0.13
3	Greenridge Rd - 3 \$174,903	Vernon Ave	University Ave	0.14
4	Brooklyn Ave \$413,127	Girardi Blvd	Interfaith Ave	0.36
5	Girardi Blvd \$390,733	E Central Ave	Brooklyn Ave	0.28
6	Maple Ave \$231,660	Buena Vista Ave	University Ave	0.20
7	Morris Ave \$194,981	Park Ln	Vernon Ave	0.13
8	Park Ln \$108,108	Morris Ave	W Central Ave	0.07
9	Holt St \$209,266	Academy Ave	Rail Road Ave	0.15

The three sections of Greenridge Road and one section of Park Lane constitute phase I projects and are being paid for through use of town ARPA funding. The town is budgeting \$800,000 to \$824,000 for phase I. The other five sections constitute phase II and the town is requesting earmark funding for those sections. Phase II total estimated cost is \$1,439,767.

The Phase II scope of work with estimated budget is as follows:

Brooklyn Avenue - General conditions and mobilization - \$27,820; Asphalt milling, 2" base paving, and 1.5" surface paving - \$347,750; contingency at 10% - \$37,557. Total cost for this section is \$413,127.

Girardi Blvd - General conditions and mobilization - \$26,312; Asphalt milling, 2" base paving, and 1.5" surface paving - \$328,900; contingency at 10% - \$35,521. Total cost for this section is \$390,733.

Maple Avenue - General conditions and mobilization - \$15,600; Asphalt milling, 2" base paving, and 1.5" surface paving - \$195,000; contingency at 10% - \$21,060. Total cost for this section is \$231,660.

Morris Avenue - General conditions and mobilization - \$13,130; Asphalt milling, 2" base paving, and 1.5" surface paving - \$164,125; contingency at 10% - \$17,726. Total cost for this section is \$194,981.

Holt Street - General conditions and mobilization - \$14,092; Asphalt milling, 2" base paving, and 1.5" surface paving - \$176,150; contingency at 10% - \$19,024. Total cost for this section is \$209,266.

7. Detailed Total Project Budget *

Please provide a detailed total project budget that incorporates the earmark funding.

Phase I Scope of Work and Estimated Cost (Paid through ARPA funds):

Greenridge Avenue 1 - General conditions and mobilization - \$11,076; Asphalt milling, 2" base paving, and 1.5" surface paving - \$138,450; contingency at 10% - \$14,953. Total cost for this section is \$164,479.

Greenridge Avenue 2 - General conditions, mobilization, erosion and sediment control - \$32,318; Asphalt milling, 2" base paving, 1.5" surface paving, curb & gutter, 5' sidewalk - \$278,975; engineering design - \$13,949; contingency at 10% - \$34,242. Total cost for this section is \$376,665.

Greenridge Avenue 3 - General conditions and mobilization - \$11,778; Asphalt milling, 2" base paving, and 1.5" surface paving - \$147,225; contingency at 10% - \$15,900. Total cost for this section is \$174,903

Park Lane - General conditions and mobilization - \$7,280; Asphalt milling, 2" base paving, and 1.5" surface paving - \$91,000; contingency at 10% - \$9,828. Total cost for this section is \$108,108.

Phase II Scope of Work and Estimated Cost (Earmark request):

Brooklyn Avenue - General conditions and mobilization - \$27,820; Asphalt milling, 2" base paving, and 1.5" surface paving - \$347,750; contingency at 10% - \$37,557. Total cost for this section is \$413,127.

Girardi Blvd - General conditions and mobilization - \$26,312; Asphalt milling, 2" base paving, and 1.5" surface paving - \$328,900; contingency at 10% - \$35,521. Total cost for this section is \$390,733.

Maple Avenue - General conditions and mobilization - \$15,600; Asphalt milling, 2" base paving, and 1.5" surface paving - \$195,000; contingency at 10% - \$21,060. Total cost for this section is \$231,660.

Morris Avenue - General conditions and mobilization - \$13,130; Asphalt milling, 2" base paving, and 1.5" surface paving - \$164,125; contingency at 10% - \$17,726. Total cost for this section is \$194,981.

Holt Street - General conditions and mobilization - \$14,092; Asphalt milling, 2" base paving, and 1.5" surface paving - \$176,150; contingency at 10% - \$19,024. Total cost for this section is \$209,266.

8. Is the amount requested scalable to a lower amount and if so, what is the minimum amount? *

If the Committee is unable to provide the full amount requested, would fewer funds still allow you to serve a smaller number of individuals or allow you to advance a construction phase of the project? Does the project have a per-participant cost that can show the scalability of the request?

Yes. Since the priority sections are by block, funding any number of the blocks will be helpful. The town does not have a per-participant cost scale. Minimum assistance funding would be \$700,000.

JOHNNY MAUTZ
Legislative District 37
Caroline, Dorchester, Talbot,
and Wicomico Counties

Finance Committee



James Senate Office Building
11 Bladen Street, Room 402
Annapolis, Maryland 21401
410-841-3155 • 301-858-3155
800-492-7122 Ext. 3155
Johnny.Mautz@senate.state.md.us

THE SENATE OF MARYLAND
ANNAPOLIS, MARYLAND 21401

March 1, 2023

The Honorable Benjamin Cardin, U.S. Senator
509 Hart Senate Office Building
United States Senate
Washington, DC 20510
Re: Support for Congressionally Directed Spending Requests

Dear Senator Cardin:

We are writing to express support for the Town of Federalsburg's Congressionally Directed Funding Request for repairs and upgrades for two town sanitary pump stations.

As a small community, Federalsburg has limited resources to meet the growing sanitary needs of their residents and continue to maintain state environmental standards. The town is located near two important river ecosystems, Marshyhope Creek and the Nanticoke River.

They have worked tirelessly to keep their current pumps running to avoid any potential environmental hazards to the local waterways. However, after many costly repairs, the pump systems are getting close to complete failure. They have several structural weaknesses, and operational failures that have caused them to be inefficient.

The Town is requesting financial 80% of the total estimated project cost of \$4,330,000. The financial assistance provided through funding will assist the town's administration to maintain a safe and healthy community, and river ecosystem.

We fully support this project, and thank you for your consideration. Please contact our office with any questions at johnny.mautz@senate.state.md.us or 410-841-3590.

Sincerely,

A handwritten signature in black ink, appearing to read "Johnny Mautz".

JOHNNY MAUTZ
Member – Finance Committee

JOHNNY MAUTZ
Legislative District 37
Caroline, Dorchester, Talbot,
and Wicomico Counties

Finance Committee



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THE SENATE OF MARYLAND
ANNAPOLIS, MARYLAND 21401

March 1, 2023

The Honorable Benjamin Cardin, U.S. Senator
509 Hart Senate Office Building
United States Senate
Washington, DC 20510
Re: Support for Congressionally Directed Spending Requests

Dear Senator Cardin:

We are writing to express support for the Town of Federalsburg's Congressionally Directed Funding Request for their street improvement project.

As a small community, Federalsburg has limited resources to meet all the infrastructure capital repairs and improvements. Many local streets are in poor condition and require frequent patching. The town currently carries a substantial debt obligation for past street improvements and uses the greater portion of annual state highway user funds to pay debt service, leaving little for annual street maintenance.

Additionally, since 1990 the town has taken the repair and maintenance obligations of several state roads into their local street inventory and received no additional financial support for the state of Maryland infrastructure. The financial assistance provided through funding will assist the town's administration and enhance vehicle and pedestrian movement and safety.

We fully support this project, and thank you for your consideration. Please contact our office with any questions at johnny.mautz@senate.state.md.us or 410-841-3590.

Sincerely,

A handwritten signature in black ink, appearing to read 'Johnny Mautz', written over a white background.

JOHNNY MAUTZ
Member – Finance Committee

THOMAS S. HUTCHINSON
Legislative District 37B
Caroline, Dorchester, Talbot,
and Wicomico Counties



The Maryland House of Delegates
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Tom.Hutchinson@house.state.md.us

Health and Government Operations
Committee

Subcommittees

Public Health and
Minority Health Disparities

Health Occupations and
Long-Term Care

THE MARYLAND HOUSE OF DELEGATES
ANNAPOLIS, MARYLAND 21401

March 2, 2023

The Honorable Christopher Van Hollen
United States Senator for Maryland
110 Hart Senate Office Building
United States Senate
Washington, DC 20510

Dear Senator Van Hollen,

I strongly support the request from the Town of Federalsburg who have applied for the current round of Congressionally Directed Spending (CDS) funding to make needed repairs and upgrades to several town local streets. Many local streets are in poor condition and require frequent patching. The town currently carries a substantial debt obligation for past street improvements and uses the greater portion of annual state highway user funds to pay debt service, leaving little for annual street maintenance. Additionally, since 1990 the town has taken the repair and maintenance obligations of several state roads into their local street inventory and received no additional financial support for the state of Maryland infrastructure.

As a small community, Federalsburg has limited resources to meet all the infrastructure capital repairs and improvements. The financial assistance provide by CDS will assist the town's administration and enhance vehicle and pedestrian movement and safety. Please do not hesitate to contact my office if you have any questions or require additional information.

I thank you for your time and consideration of this request that endorses assisting the Town of Federalsburg through CDS funding. State Delegate – District 37B

Caroline | Dorchester | Talbot | Wicomico

Sincerely,

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

Thomas S. Hutchinson, MBA
State Delegate – District 37B
Caroline | Dorchester | Talbot | Wicomico

CHRISTOPHER T. ADAMS
Legislative District 37B
Caroline, Dorchester, Talbot,
and Wicomico Counties

Economic Matters Committee

Subcommittees

Banking, Consumer Protection,
and Commercial Law
Business Regulation
Property and Casualty Insurance
Public Utilities

Chair

Eastern Shore Delegation



The Maryland House of Delegates
6 Bladen Street, Room 405
Annapolis, Maryland 21401
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800-492-7122 Ext. 3343
Christopher.Adams@house.state.md.us

THE MARYLAND HOUSE OF DELEGATES
ANNAPOLIS, MARYLAND 21401

March 1, 2023

The Honorable Christopher Van Hollen
110 Hart Senate Office Building
United States Senate
Washington, DC 20510

Re: Congressionally Directed Spending Request

Dear Senator Van Hollen,

Please accept this letter of support for the Town of Federalsburg's request for the current round of Congressionally Directed Spending (CDS), which will be used to make needed repairs and upgrades to several of the town's local streets.

Many of the local streets in Federalsburg are in poor condition and require frequent patching. The town currently carries a substantial debt of obligations for past street improvements and uses the greater portion of annual state highway user funds to pay debt service, leaving little for annual street maintenance. Additionally, since 1990 the town has taken the repair and maintenance obligations of several state roads into their local street inventory and received no additional financial support for the State of Maryland infrastructure.

As a small community, the Town of Federalsburg has limited resources to meet all the infrastructure capital repairs and improvements. The financial assistance by CDS will assist the town's administration and enhance vehicle and pedestrian movement and safety.

I fully support the Town of Federalsburg's request for funding to make the needed repairs and upgrades to the town's local streets. If you have any questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Adams".

Christopher T. Adams

CHRISTOPHER T. ADAMS
Legislative District 37B
Caroline, Dorchester, Talbot,
and Wicomico Counties

Economic Matters Committee

Subcommittees

Banking, Consumer Protection,
and Commercial Law

Business Regulation

Property and Casualty Insurance

Public Utilities

Chair

Eastern Shore Delegation



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THE MARYLAND HOUSE OF DELEGATES
ANNAPOLIS, MARYLAND 21401

March 1, 2023

The Honorable Christopher Van Hollen
110 Hart Senate Office Building
United States Senate
Washington, DC 20510

Re: Congressionally Directed Spending Request

Dear Senator Van Hollen,

Please accept this letter of support for the Town of Federalsburg's request for the current round of Congressionally Directed Spending (DCS), which will be used to make needed repairs and upgrades at two of the town's sanitary sewer pump stations.

Over the decades, and due to deferred and delayed maintenance, the pump stations experienced several structural weaknesses and operational failures which have caused it to be inefficient, posing a potential environmental hazard to the Marshyhope Creek and Nanticoke River watersheds should either station fail completely.

As a small community, Federalsburg has limited resources to develop a scope of work for design and perform capital repairs and improvements. The financial assistance provided by DCS will assist the town's administration and help protect important environmental and recreational assets.

I fully support the Town of Federalsburg's request for funding to be used to make the needed repairs and upgrades at two of the town's sanitary sewer pumps. If you have any questions, please do not hesitate to call me.

Sincerely,


Christopher T. Adams

JOHNNY MAUTZ
Legislative District 37
Caroline, Dorchester, Talbot,
and Wicomico Counties

Finance Committee



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THE SENATE OF MARYLAND
ANNAPOLIS, MARYLAND 21401

March 1, 2023

The Honorable Benjamin Cardin, U.S. Senator
509 Hart Senate Office Building
United States Senate
Washington, DC 20510
Re: Support for Congressionally Directed Spending Requests

Dear Senator Cardin:

We are writing to express support for the Town of Federalsburg's Congressionally Directed Funding Request for repairs and upgrades for two town sanitary pump stations.

As a small community, Federalsburg has limited resources to meet the growing sanitary needs of their residents and continue to maintain state environmental standards. The town is located near two important river ecosystems, Marshyhope Creek and the Nanticoke River.

They have worked tirelessly to keep their current pumps running to avoid any potential environmental hazards to the local waterways. However, after many costly repairs, the pump systems are getting close to complete failure. They have several structural weaknesses, and operational failures that have caused them to be inefficient.

The Town is requesting financial 80% of the total estimated project cost of \$4,330,000. The financial assistance provided through funding will assist the town's administration to maintain a safe and healthy community, and river ecosystem.

We fully support this project, and thank you for your consideration. Please contact our office with any questions at johnny.mautz@senate.state.md.us or 410-841-3590.

Sincerely,

A handwritten signature in black ink, appearing to read "Johnny Mautz".

JOHNNY MAUTZ
Member – Finance Committee