

Mayor and Council of Federalsburg

Monday, August 15, 2022

Work shop @ 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/81825969230?pwd=Q1R5U2lseW85YW9xNlhpNjVIWW0vQT09>

Meeting ID: 818 2596 9230

Passcode: TOFWork

Agenda

- I. Call to Order**
- II. Public Comment**
- III. Presentation - Federalsburg Economic Development Commission**
- IV. Town Wastewater Plant Discharge Permit Update – Town Engineer**
- V. Water Tank Lights and Ongoing Diagnostic and Programming Services Agreement with Pixelumen Lab, LLC**
- VI. Review of Town Code Chapter 17 - Animal Ordinance**
- VII. Public Works Upcoming Work Plan Discussion**
- VIII. Mayor & Council Action Items**
 - * Councilmember Windsor**
 - * Councilmember Sewell**
 - * Councilmember Phillips**
 - * Councilmember Willoughby**
 - * Mayor Abner**

IX. Executive Session – Personnel

X. 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: August 15, 2022
RE: Water tank lights discussion and ongoing diagnostic and programming services agreement with Pixelumen Lab, LLC

Pixelumen Lab LLC's current agreement (Historical Society) which was signed by a representative of that organization on April 20, 2021 and the proposed (Town of Federalsburg) maintenance agreements are attached. From reading the current agreement, it is not clear if the actions of the Historical Society to relinquish funds on hand effectively terminated that agreement, or if the agreement was terminated by their governing board at another time, or if the terms of that agreement can be conveyed. The current agreement is \$4,400\annual, while the proposed is \$5,280\annual with a reduction each year of a multiyear agreement. For the most part committing to five years with the reduction balanced against a currently finite funding source is staff's recommendation. Of course, another discrete funding source needs to be found or the town takes on the operational cost as just another general fund expenditure after the donated funds (which cannot be commingled with general funds) are spent down. Or the project is sunset upon depletion of the donated funds. Staff is prepared to solicit other proposals from qualified firms as part of a public procurement process as directed by the mayor and council.

Staff recommends approval of the agree document as presented by Pixelumen Lab, LLC. Pending discussion provide direction to staff.

20 April 2021

Attn: Mary Harding

Federalsburg Historical Society
100 Covey Williams Alley
P.O. Box 84
Federalsburg, MD 21632
Email: [REDACTED]

PROPOSAL: Federalsburg Water Tower – Ongoing Diagnostic and Programming Services

Dear Mrs. Harding:

Pixelumen Lab takes pleasure in offering the below proposal for quarterly ongoing programming and diagnostic services for the Federalsburg Water Tower lighting in the town of Federalsburg, MD.

Hereafter, all references to the **Client** shall refer Mary Harding and/or Federalsburg Historical Society; and all references to the **Consultant** shall refer to Pixelumen Lab, LLC.

A) SCOPE OF WORK

1. Ongoing Diagnostic and Preventative Maintenance Services

- i. Assumes one (1) technician, for a minimum of one (1) day.
- ii. On-site services will be rendered bi-annually in May and November, or as requested.
 1. Preventative Maintenance includes
 - a. Physical inspection of all network equipment in Pump House, and diagnostic inspection of control equipment on Water Tower.
 - b. Running diagnostic show, confirming communication with each fixture as well as function.
 - c. Visual inspection of CK Color Flex strands via binoculars and/or drone.
 - d. Software and firmware updates, as needed.
 - e. Updating show timelines and calendar of events, such as adding, deleting, or changing programming as needed or as requested by Client.
 2. Pixelumen will provide a thorough service report documenting all actions taken and any diagnostic finds. It will note if any additional physical or electrical troubleshooting (beyond Routine Visit scope) is required.
 - a. NOTE: Pixelumen Lab is not a licensed Electrical Contractor and any electrical work dealing with line voltage or higher will need to be sourced elsewhere.
 - b. For any issues outside of scope or issues that require more than the one day of an on-site Preventative Maintenance visit to complete, Pixelumen Lab will provide recommended next steps and a quote for additional services or goods to resolve.
 3. Excluded from visit
 - a. Climbing and/or repelling from the water tower
 - b. Fixing or replacing any of the physical lighting installation on the water tower

2. Remote Programming Services & Content Creation

- i. At Client's request, Pixelumen Lab will remotely login to change, add, delete, or create new programming for special events not previously requested in the site visit update.
 - a. See next section for Content Type request caveats.
- ii. Content Creation
 1. Content Type falls into two categories: Stock and Custom Animation
 - a. Stock
 - i. This type of content refers to anything previously created for the Water Tower or content that can be created from effects within the control software.
 - ii. Pixelumen Lab requires at least forty-eight (48) hours' lead time between when a request is made and when a show needs to go live.

b. Custom Animation

- i. This type of content refers to anything new that needs to be drawn, rendered, or created from wholly unique and original components.
- ii. Pixelumen Lab requires at least seventy-two (72) hours' lead time between when a request is made and when a show needs to go live.

3. Troubleshooting

- i. Any troubleshooting that cannot be done via remote login and is unable to be resolved during a routine Preventative Maintenance visit will be considered outside the scope of work and will fall under **Add Service** (section B.2).
 1. This includes, but is not limited to, working on issues that take more than one (1) day to resolve, issues that require physical and direct access to the lighting fixtures on the water tower, and issues that require direct access to the antenna on the very top of the water tower.

4. Client Obligation

- i. Prior to Consultant's visit to site, Client shall provide a list of any requested programming changes or updates.
- ii. Client shall provide Consultant with a copy of the keys to the Pump House, the Gate at the Water Tower, and the Water Tower Ladder.

B) CONSULTANT FEES

1. Fees

Ongoing Bi-Annual Preventative Maintenance – Flat Fee per visit (2 per year)	\$ 800. ⁰⁰
Ongoing Remote Programming & Content – Flat Fee per Quarter	\$ 700. ⁰⁰
Estimated Annual Fee	\$ 4,400.⁰⁰

2. Add Service

Pixelumen Lab will render additional services, when requested by the Client, billing at the rates below.

Principal	\$ 105. ⁰⁰ per hour
Sr. Design / Project Manager	\$ 85. ⁰⁰ per hour
Technician	\$ 65. ⁰⁰ per hour
Travel Fee	\$ 114. ⁰⁰ per trip

Hourly rates assume a 4-hour minimum.

If/when replacement equipment is needed, required, or requested, Consultant will provide a quote for components before purchasing on behalf of Client.

3. Payment of Consultant Fee

Payment to be made by the Client within thirty days of receipt of invoice. In the event the Client permits an invoice to become ninety days past due without making payment, the Consultant shall have the right to suspend services until such time that the account has been paid in full.

Payments to be made in USD or at equivalent daily exchange rate. Client shall pay all currency conversion costs.

4. Insurance

Pixelumen Lab maintains the usual insurance coverage, e.g., Workmen's Compensation, General Liability, and Professional Liability (Errors and Omissions) coverage. By the nature of our work, there is no life safety liability, as the Electrical Engineer of Record assumes this liability.

5. Time Limitation of Contract

The service to be performed by Pixelumen Lab shall be rendered within a two (2) year period of the contract date or from the date of the letter-of-intent, whichever establishes a starting date or as noted in the proposal above.



If this proposal (contract) is acceptable, please send your signed reply to the email listed below. No work will be performed without an executed contract.

Respectfully submitted,

Robbie Hayes
Principal, Creative Director

CLIENT SIGNATURE

APPROVAL SIGNATURE

DATE

PRINTED NAME

TITLE

Please return signed contract to roni@pixelumenlab.com.

22 July 2022

Attn: Lawrence DiRe, Town Manager

The Town of Federalsburg
118 N Main St
Federalsburg, MD 21632
Email: townmanager@federalsburg.org
Office: 410.754.8173

PROPOSAL: Federalsburg Water Tower – Ongoing Diagnostic and Programming Services (1 Year)

Dear Mr. DiRe:

Pixelumen Lab is pleased to submit the following proposal for establishing a standalone wireless system, providing a Pharos Cloud subscription, and offering ongoing maintenance and programming services for the Federalsburg Water Tower lighting in the Town of Federalsburg, MD.

Hereafter, all references to the Client shall refer **The Town of Federalsburg**; and all references to the Consultant shall refer to **Pixelumen Lab, LLC**.

A) SCOPE OF WORK

1. Provide Standalone Wireless Connectivity

- i. Consultant will provide and set up a wireless mobile hotspot to work with DMX controls
- ii. Consultant can provide a monthly subscription data plan (paid quarterly), **OR** Client can choose to supply data plan, if it meets Consultant's specifications.

2. Provide Cloud Subscription for Remote Programming Services

- i. Consultant will provide Client with a subscription to Pixelumen Lab Cloud for the above referenced site.
 - a. Subscription Plans can be renewed annually, or in multiple years. Multi-year plans have discounted costs, as shown below.
 - 1) 1-year = \$700
 - 2) 2-year = \$1,260
 - 3) 3-year = \$1,750
 - 4) 5-year = \$2,450
 - b. Client to indicate with which subscription plan they want to proceed.
 - c. Client will need to renew subscription at end of either single or multi-year agreement to maintain uninterrupted service. Otherwise, subscription will terminate at the end of the agreement.
 - d. Client will be invoiced for Subscription plan and setup fee upon agreement approval. Payment for these services must be received before the plan will become active.
- ii. Consultant will set-up and customize the Cloud interface for the Client.
- iii. Consultant will provide Client or Client's representative with End User Training.
- iv. Consultant will provide on-call programming for one (1) year.
 - a. At Client's request, Pixelumen Lab will remotely login to change, add, delete, or create new programming for special events not previously requested during set-up.
 - b. Programming services can be renewed with future contracts.
 - c. On-call programming for Cloud guaranteed with a minimum of 48-hours' notice. If Consultant is given less than 48-hours, Consultant will make every effort to complete the request but cannot make guarantees.
 - 1) Typical Consultant work hours are from 9 a.m. to 6 p.m. Eastern Time.
 - 2) Consultant will communicate when the requested programming has been completed OR if Consultant is unable to complete the request.

3. Ongoing Preventative Maintenance Services

- i. Assumes one (1) technician, for a minimum of one (1) day on site for physical inspection.
- ii. On-site services will be rendered annually in September, or as requested.
 - a. Preventative Maintenance includes
 - 1) Physical inspection of all network equipment in Pump House, and diagnostic inspection of control equipment on Water Tower.
 - 2) Running diagnostic show, confirming communication with each fixture as well as function.
 - 3) Visual inspection of CK Color Flex strands via binoculars and/or drone.
 - 4) Software and firmware updates, as needed.
 - 5) Updating show timelines and calendar of events, such as adding, deleting, or changing programming as needed or as requested by Client.
 - b. Pixelumen will provide a thorough service report documenting all actions taken and any diagnostic finds. It will note if any additional physical or electrical troubleshooting (beyond Routine Visit scope) is required.
 - 1) NOTE: Pixelumen Lab is not a licensed Electrical Contractor and any electrical work dealing with line voltage or higher will need to be sourced elsewhere.
 - Consultant can provide an Electrical Contractor, if requested.
 - 2) For any issues outside of scope or issues that require more than the one day of an on-site Preventative Maintenance visit to complete, Pixelumen Lab will provide recommended next steps and a quote for additional services or goods to resolve.
 - c. Excluded from routine visit
 - 1) Climbing and/or repelling from the water tower
 - 2) Fixing or replacing any of the physical lighting installation on the water tower

4. Content Creation

- i. Consultant will provide and program custom content for the Water Tower per Client's request(s).
 - a. Content Type falls into two categories: Stock and Custom Animation
 - 1) *Stock – included with annual contract*
 - This type of content refers to anything previously created for the Water Tower or content that can be created from effects within the control software.
 - Pixelumen Lab requires a minimum of forty-eight (48) hours' lead time between when a request is made and when a show needs to go live.
 - 2) *Custom Animation – considered an Add Service*
 - This type of content refers to anything new that needs to be drawn, rendered, or created from wholly unique and original components.
 - Pixelumen Lab requires at least seventy-two (72) hours' lead time between when a request is made and when a show needs to go live.

5. Troubleshooting

- i. Any troubleshooting that cannot be done via remote login and is unable to be resolved during a routine Preventative Maintenance visit will be considered outside the scope of work and will fall under **Add Service** (section B.2).
 - a. This includes, but is not limited to, working on issues that take more than one (1) day to resolve, issues that require physical and direct access to the lighting fixtures on the water tower, and issues that require direct access to the antenna on the very top of the water tower.

6. **Client Obligation**

- i. Client shall provide Consultant with a copy of the keys to the Pump House, the Gate at the Water Tower, and the Water Tower Ladder.

B) CONSULTANT FEES

1. **Fees**

BASE EXPENSES

On-going Maintenance & Remote Programming – Flat Fee (1-Year)	\$ 4,000.00
Pixelumen Lab Cloud Subscription (1-Year)*	\$ 700.00
Pixelumen Lab Cloud – 1 Time Setup Fee	\$ 350.00
Equipment (wireless mobile hotspot)	\$ 230.00
Estimated Subtotal	\$ 5,280.00

***None 1:** For simplicity, the cost of the 1-year subscription plan is listed above. If client chooses a different plan, then this line item changes to reflect Client's choice of plan.

***Note 2:** Subscription fee and set-up fee will be invoiced once agreement is ratified. Payment for these services must be received before the plan will become active.

2. **Add / Alt. Services**

Pixelumen Lab will render additional services, when requested by the Client, billing at the rates below. No additional work will be performed without written consent by Client.

Cellular Business Data plan for Device	\$ 165.00 per Quarter
Site Visit: Troubleshooting / Maintenance (Excludes climbing and/or repelling)	\$ 1,200.00 per Day
Site Visit: Troubleshooting / Maintenance – ESTIMATE (Includes climbing and/or repelling – assumes 3 techs for a full day)	\$ 3,000.00 per Day
Programming (remote)	\$ 75.00 per Hour
Content Creation – custom animation (per instance)	\$ 400.00 per Instance

If troubleshooting work requiring the climbing of the Water Tower, or replacement equipment is needed, required, or requested, Consultant will provide a quote before any work is performed or equipment purchased.

3. **Payment of Consultant Fee**

Payment to be made by the Client within thirty days of receipt of invoice. In the event the Client permits an invoice to become ninety days past due without making payment, the Consultant shall have the right to suspend services until such time that the account has been paid in full.

Payments to be made in USD or at equivalent daily exchange rate. Client shall pay all currency conversion costs and bank transfer fees.

C) Insurance

Pixelumen Lab maintains the usual insurance coverage, e.g., Workmen's Compensation, General Liability, and Professional Liability (Errors and Omissions) coverage. By the nature of our work, there is no life safety liability, as the Electrical Engineer of Record assumes this liability.

D) Time Limitation of Contract

The service to be performed by Pixelumen Lab shall be rendered within a one (1) year period of the contract date or from the date of the letter-of-intent, whichever establishes a starting date or as noted in the proposal above.

If this proposal (contract) is acceptable, please send your signed reply or a Purchase Order to the email listed below. No work will be performed without an executed contract.

Respectfully submitted,



Robbie Hayes
Principal, Creative Director

CLIENT SIGNATURE

APPROVAL SIGNATURE

DATE

PRINTED NAME

TITLE

Please return signed contract to roni@pixelumenlab.com.

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: August 15, 2022
RE: Review of Town Code Chapter 17 – Animal Ordinance

Chapter 17 addresses definitions and relevant conditions of animal treatment. Specific language regulating the number and types of a variety of animals is absent in the current ordinance. Following recent public comment at the July 18, 2022 about goats on a residential property in the R-1 zoning district, the town attorney provided the animal ordinances from Cambridge and Trappe (attached) for review and comparison. Staff is not recommending specific text amendments at this time.

Provided for discussion only at this time. Pending discussion provide direction to staff.

Chapter 17. Animals

[HISTORY: Adopted by the Mayor and Council of Federalsburg 10-3-1994 by Ord. No. 94-204.
Amendments noted where applicable.]

§ 17-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

AT LARGE

An animal shall be deemed at large under one or more of the following circumstances:

- A. Whenever the animal is not on the owner's premises or property unaccompanied by the owner or other responsible person capable of physically restraining the animal and/or controlling its behavior.
- B. Whenever the animal is not under direct control by the owner or other responsible person by means of a leash or personal presence sufficient to control the animal's conduct.

KEEPING or HARBORING

The act of feeding or sheltering an animal on the physical premises by the owner or occupant of those premises.

OWNER

Any person having a right of property in an animal, and any person who keeps or harbors an animal, has it in his care, acts as a custodian, or otherwise permits that animal to remain on or about any premises owned, occupied or controlled by him.

PUBLIC NUISANCE

Any animal found repeatedly to be disturbing the public peace, damaging property, molesting, or showing intent to molest passersby, chasing vehicles, or acting in any manner which is deemed to be doing damage to public or private property or to the public health and safety, or which is known to have bitten two or more persons, which shall have been determined by any authorized health official to be a detriment to public health or safety, or depositing excretory matter on property other than that of the owner. The owner of any such animal may be charged with maintaining a public nuisance.

VICIOUS ANIMAL

Any animal that constitutes a physical threat to human beings or other animals by virtue of its conduct, behavior, or specialized training, except animals belonging to a government agency and acting in the official performance of authorized duty or duties.

§ 17-2. Licensing and vaccination.

- A. Licensing of any and all animals within the Town of Federalsburg shall be subject to the laws and requirements of Caroline County as adopted by the County Commissioners of Caroline County and as amended from time to time.

- B. Vaccination of animals within the Town of Federalsburg against rabies and any other communicable diseases shall be required by the applicable laws of Caroline County as amended from time to time.

§ 17-3. Humane treatment required.

- A. All owners of animals shall provide those animals with sufficient food and water, suitable shelter, veterinary care necessary to prevent suffering and humane care and treatment.
- B. It shall be unlawful to deliberately poison any animal except for rodents or other pests commonly exterminated by means of poison.
- C. It shall be unlawful to deliberately abandon, neglect or mistreat any animal in a manner such as to cause suffering or pain, or which can be deemed cruel or inhumane.

§ 17-4. Control of animals required.

All owners of any animal or animals shall exercise sufficient care and control of such animals to prevent those animals from being a public nuisance as defined in § 17-1.

§ 17-5. Running at large prohibited.

It shall be unlawful for any owner or keeper of an animal to permit that animal to run at large as defined in § 17-1 within the corporate limits of the Town of Federalsburg.

§ 17-6. Female dogs in heat.

Every female dog while in heat shall be kept confined in a building or secure enclosure by the owner in such a manner that she will not be in contact, except for intentional breeding purposes, with another dog and not create a nuisance by attracting other dogs.

§ 17-7. Vicious animals.

Any vicious animal, as defined in § 17-1, or an animal which has demonstrated behavior which may be deemed vicious must be confined to the physical premises or property of its owner or custodian, at all times, in a manner sufficient to prevent that animal from reaching persons who may have reason to lawfully enter upon those premises at any reasonable time. Such animal shall not be taken from that confinement on the premises unless muzzled or under sufficient control to prevent threats to public safety.

§ 17-8. Enforcement.

The Mayor and Council of Federalsburg through their agents, employees, and designees are hereby authorized and directed to administer and enforce this chapter within the municipal boundaries of the Town of Federalsburg.

§ 17-9. Violations and penalties.

- A. Any person who willfully violates any provision of this chapter shall be guilty of a municipal infraction, and upon conviction thereof by a court of competent jurisdiction shall be subject to the fines as set forth in Chapter 1, Article I.
- B. Each and every day that such violation remains shall be deemed a separate offense.
- C. Any and all court costs and/or costs of prosecution shall be paid by the violator upon conviction, in addition to any specified penalties described above.

§ 17-10. Effect of county laws.

If, at any time, it is deemed by a law enforcement officer or any other person authorized to enforce the provisions contained herein that one or more provisions of this chapter are in conflict with the animal control laws and regulations of Caroline County, Maryland, the more restrictive provisions shall apply.

ORDINANCE NO. 14-2016

AN ORDINANCE OF THE TOWN OF TRAPPE AMENDING THE TRAPPE ZONING ORDINANCE, TITLE III AND SECTION 2 TO ADD A DEFINITION OF "FARM ANIMAL"; AND TO AMEND TITLE IV, SECTION 12 TO PROHIBIT THE KEEPING OF FARM ANIMALS IN ALL ZONING DISTRICTS OTHER THAN THE AGRICULTURAL ("A") ZONING DISTRICT AND TO PROHIBIT THE KEEPING AND MAINTAINING OF ANY EXOTIC ANIMALS AS DESCRIBED AND REGULATED BY STATE LAW; TO AMEND ARTICLE IV, SECTION 7 TO PERMIT AN ANIMAL SHELTER OR ANIMAL SANCTUARY IN THE "A" AGRICULTURAL DISTRICT BY SPECIAL EXCEPTION; AND TO PERMIT THE KEEPING OF CHICKENS IN THE R-1, R-2 AND R-3 DISTRICTS BY SPECIAL EXCEPTION

WHEREAS, the Town of Trappe is authorized by the Md. Code Ann. § 4-102 to adopt a comprehensive Zoning Ordinance;

WHEREAS, in accordance with Md. Code Ann. Land Use Article, §4-204, the Town of Trappe is authorized to to amend, supplant or modify the Zoning Ordinance; and

WHEREAS, the Trappe Planning Commission has recommended that the Zoning Ordinance be amended to prohibit farm animals in all zoning districts other than the Agricultural ("A") District, other than permitting chickens by special exception in certain residential districts, and to prohibit exotic animals as described and regulated by state law, in all zoning districts; and

WHEREAS, the Council of Trappe has determined that it is desirable and in the public interest to amend the Zoning Ordinance as recommended by the Council.

NOW, THEREFORE, be it ordained by the Council of Trappe as follows:

Section 1: Title III, Section 2 of the Trappe Zoning Ordinance is hereby amended to add the following definition:

Farm animal - for the purpose of this Ordinance, shall include, but not be limited to: cows, horses, mules, donkeys, goats, sheep, hogs, llama, chickens, turkeys, ducks, geese and pigeons, or similar fowl or hooved animals.

Section 2: Title IV of the Trappe Zoning Ordinance, Section 12 titled "Supplementary District Regulations", is hereby amended to include Subsection 12.100 to be titled "Farm Animals and Exotic Animals prohibited", as follows:

Subsection 12.100 – Farm Animals and Exotic Animals Prohibited.

- 1) Except as provided in Subsection 12.105, the keeping of farm animals is prohibited in any zoning district other in the Agricultural (“A”) District.***
- 2) No property owner shall allow any exotic animal described and regulated pursuant to Md. Code Ann. Criminal Law Article § 10-621 to be kept, possessed or maintained in any zoning district.***
- 3) Notwithstanding the provisions of 1) and 2) above, nothing set forth in this Subsection 12.100 shall prevent an animal from being treated, kept or maintained in a veterinarian clinic or an animal shelter or animal sanctuary where such use is authorized and permitted under this Zoning Ordinance.***

Section 3: Title IV of the Trappe Zoning Ordinance, Section 12 titled “Supplementary District Regulations”, is hereby amended to include Subsection 12.105 to be titled “Chickens within Residential Districts by Special Exception”, as follows:

Subsection 12.105 – Chickens Within Residential Districts by Special Exception. The keeping of chickens (excluding roosters or crowing hens) shall be permitted as a special exception use, only for personal enjoyment for household use and not as a business, and only as set forth in this subsection. The keeping and maintaining chickens shall be permitted by special exception upon properties in the R-1, R-2 and R-3 Districts where a single-family residence is located, and on a property which has a minimum lot size of 8,000 square feet, and subject to the following requirements:

- 1) No person shall keep chickens within the Town without first obtaining a permit from the Town office. The property owner shall also register the chickens through the Maryland Poultry Premises Registration Program, with the Maryland Department of Agriculture, and shall provide the Town with a copy of such registration annually.***
- 2) A maximum of four (4) chickens are allowed on any one property.***
- 3) All chickens shall be kept in the backyard only and in a secure enclosure or coop. The enclosure or coop shall be constructed, repaired and maintained in a manner that is free of all odors and to prevent rodents from being harbored underneath, within or within***

the walls of the enclosure. All coops or enclosures must not be closer than ten (10) feet from a neighboring property line. Enclosures shall not exceed six (6) feet in height above grade and must allow for a footprint of at least two (2) square feet per chicken housed in the coop or enclosure. The maximum total allowable footprint for an enclosure or coop is forty (40) feet.

- 4) All enclosures or coops shall be kept in a clean and sanitary condition at all times and the owner of an enclosure shall as often as is necessary remove the accumulations of manure or other excreta in order to prevent the same from becoming a public nuisance.*
- 5) All feed for animals shall be stored in predator-proof containers.*
- 6) If, at any time, it appears that the keeping of any chicken creates a nuisance, the Town's designee may, whether or not a permit has been issued, order the owner to abate the nuisance and/or remove the chicken(s) from the Town of Trappe. If an owner fails to abate the nuisance and/or remove said chickens in the time provided in the notice, the Town's designee may summarily remove the chickens and abate the nuisance.*
- 7) No person shall slaughter any chickens on the property.*
- 8) Violations of the provisions of this subsection shall be punishable as a municipal infraction.*
- 9) Any person keeping or maintaining chickens as of December 7, 2016, shall not be required to obtain a special exception provided that they obtain a permit from the Town by February 1, 2017. While a special exception shall not be required, all other provisions of Section 12.105 1) through 8) shall apply to any owner whose use is grandfathered under this subsection.*

Section 4: Title IV of the Trappe Zoning Ordinance, Section 2, titled "R-1" District, is hereby amended to include the following as a special exception use under Subsection 2.20:

Subsection 2.20 – Special Exceptions. The following principal uses and structures may be permitted by special exception in the "R-1" district:

.....

- 8) Chickens, provided that the requirements of Article IV, Subsection*

12.105 are satisfied.

Section 5: Title IV of the Trappe Zoning Ordinance, Section 7, titled "A" Agricultural District, is hereby amended to include the following as a special exception use under Subsection 7.20:

Subsection 7.20 – Special Exceptions. The following principal uses and structures may be permitted by special exception in the "A" district:


.....

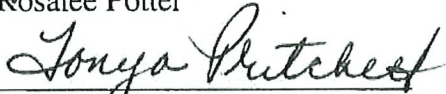
15) Animal Shelter or Animal Sanctuary

Section 6. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance, which can be given effect without the invalid section, subsection, sentence, clause or phrase, and to that end, all provisions of this Ordinance are hereby declared to be severable.

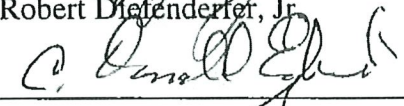
Section 7. This Ordinance shall become effective on the 25th day of January, 2018. 17


Norman Fegel


Rosalee Potter


Tonya Pritchett


Robert Diefenderfer, Jr.


C. Donald English

I hereby certify that the foregoing Ordinance Number 14-2016 of the Town of Trappe was duly read and enacted in accordance with the applicable provisions of the Charter of the Town of Trappe.

Attest: Erin Braband
Erin Braband, Clerk/Treasurer
Town of Trappe

Chapter 3 ANIMALS AND FOWL¹

¹Cross reference(s)—Health and sanitation, ch. 8; keeping of animals in residential districts, § 20-5(c).

ARTICLE I. IN GENERAL

Sec. 3-1. Keeping of pigs or hogs.

No person shall keep, have or hold any live hogs or pigs in the city, and no owner or person in charge of any premises shall permit any hogs to be kept on such premises.

(Code 1972, § 3.11)

Sec. 3-2. Keeping of fowl; allowing animals to go into streets.

No person shall allow any fowl to run at large or permit any animal to go upon any street, unless accompanied and securely fastened.

(Code 1972, § 3.12)

Cross reference(s)—Streets, sidewalks and public places, ch. 16.

Sec. 3-2.1. Nuisances.

- (a) It shall be unlawful for any owner of any animal to fail to exercise proper care and control of his animals to prevent such animals from becoming a public nuisance.
- (b) Excessive, continuous or untimely barking or the molesting of passersby shall be deemed a nuisance. For the purpose of this section, such nuisance shall not be considered as such unless such act complained of shall be attested to by five residents in immediate vicinity of the area in which such animal is maintained.
- (c) The failure of an owner or keeper of an animal to prevent the animal from (i) entering the trash and/or garbage container(s) of a person, other than the owner or keeper of the animal, and removing any of the trash or garbage and depositing same on the property of another, or on public property, or (ii) excreting on the private property of another, shall constitute the failure to exercise proper care and control of the animal. Therefore, the permitting of an animal to (i) enter the trash and/or garbage container(s) of another person and removing and depositing the trash or garbage on the property of another or on public property, or (ii) deposit excrement on the private property of another shall be deemed a nuisance.
- (d) Upon the proper determination that a nuisance exists, the offending owner or keeper shall be deemed guilty of a municipal infraction, subject to a fine of \$100.00 during the existence of this offense.

(Ord. No. 600, § 1; Ord. No. 905, 8-5-02)

Charter reference(s)—Penalties for ordinance violations, § 3-83.

State law reference(s)—Penalties for ordinance violations, Ann. Code of Md. art. 23A, § 3.

Sec. 3-2.2. Animal excrement removal.

- (a) Any person who owns, possesses or controls an animal shall immediately remove any excrement deposited by the animal upon any street, gutter, sidewalk, public parking lot, public park, or any other public area.

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- (b) A person is in compliance with this section if the person removes the excrement and carries it away for proper disposal, or if he places the excrement in a bag, wrapper or other container, and deposits it in a litter receptacle.
 - (c) This section shall not apply to a person who has a physical handicap which would prevent the person from complying with the requirements of this section.

(Ord. No. 827, 6-3-96)

Sec. 3-3. Penalty for violation of chapter.

Except where it is otherwise provided, any person, firm or corporation who shall violate any provision of this chapter shall be deemed guilty of an infraction, the fine for which shall be \$100.00, and every day that a violation continues after due notice has been served in conformity with the terms and provisions of Ann. Code of Md. Art. 23A, § 3(b), shall be deemed a separate offense.

(Code 1972, § 3.13; Ord. No. 600, § 1; Ord. No. 730, § 1, 8-15-88; Ord. No. 905, 8-5-02)

Charter reference(s)—Penalties for ordinance violations, § 3-83.

State law reference(s)—Penalties for ordinance violations, Ann. Code of Md. art. 23A, § 3.

Sec. 3-3.1. Authority of humane society.

The Humane Society of Dorchester County is hereby permitted, but not required, to respond to calls regarding the welfare of an animal, within the city.

(Ord. No. 955, 10-22-07)

Sec. 3-3.2. Kennels.

- (a) *Prohibition.* It shall be unlawful for any person to maintain kennels for dogs within the limits of the city. For purposes of this section, the word "kennel" shall mean the harboring and maintaining of more than three dogs.
- (b) *Exceptions.* The above prohibition shall not apply to benevolent societies devoted to the care and hospitable treatment of lost or injured animals, or to licensed veterinary clinics or animal hospitals.

(Ord. No. 997, 6-21-10)

ARTICLE II. DOG CONTROL²

²Editor's note(s)—Ord. No. 997, adopted June 21, 2010, repealed Art. II in its entirety and enacted a new article as set forth herein. The former Art. II, §§ 3-4—3-16, pertained to similar subject matter and derived from Ord. No. 955, adopted Oct. 22, 2007.

Charter reference(s)—Authority of city to regulate keeping of dogs, § 3-27(20).

Sec. 3-4. Short title.

This article shall be known as and may be cited as the "City of Cambridge Dog Control Ordinance."

(Ord. No. 997, 6-21-10)

Sec. 3-5. Adoption.

Chapter 78, known and codified as the "Dorchester County Dog Control Ordinance," inclusive of the Dorchester County Code, together with any and all of the animal care standards, as adopted and implemented by the County Council for Dorchester County, Maryland, as amended from time to time, be and the same are hereby adopted as part of the Code of Laws of the City of Cambridge, and enforceable within the corporate limits of the City of Cambridge.

(Ord. No. 997, 6-21-10)

Sec. 3-6. Authorization.

The County Council of Dorchester County, Maryland, its agents and employees, be, and the same are hereby authorized and empowered to enforce the provisions of Chapter 78 of the Dorchester County Code, inclusive of the animal care standards, within the corporate limits of the City of Cambridge, in the same manner and within the same authority as they would in Dorchester County.

(Ord. No. 997, 6-21-10)

Sec. 3-7. Application.

In the event any provision of the current laws and ordinances of the city is in conflict with, or is inconsistent with Chapter 78 of the Dorchester County Code with regard to animal control, then the terms and provisions of Chapter 78 shall prevail and apply.

(Ord. No. 997, 6-21-10)

Sec. 3-8. Rules of construction; saving clause.

- (a) Nothing contained in this article is intended to conflict with state law; where this article and state law differ, the more stringent provision shall apply.
- (b) Should any article or section, or part of an article or section, or provision of this article be declared invalid or unconstitutional by a court of competent jurisdiction, this shall not affect the validity of the article as a whole, other than the part so declared to be invalid or unconstitutional.

(Ord. No. 997, 6-21-10)

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