

**Mayor and Council of Federalsburg
Tuesday, June 21, 2022
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/81890178009?pwd=Tnk4MkIwM1FyZjVJR3RBT1MxTOZYUT09>

Meeting ID: 818 9017 8009

Passcode: TOFWork

Agenda

- I. Call to Order**
- II. Public Comment**
- III. If I Were Mayor Essay Contest**
- IV. Proposal for Purchase of Industrial Park Road Water Tank Cell Tower Lease**
- V. Discussion of Water Tank Lights and Maintenance Agreement**
- VI. Ordinance 2022-04 AN ORDINANCE OF THE TOWN OF FEDERALSBURG AUTHORIZING A LINE OF CREDIT PROMISSORY NOTE WITH PROVIDENT STATE BANK IN THE PRINCIPAL AMOUNT OF \$500,000.00, THE PROCEEDS OF WHICH MAY BE USED TO PROVIDE INTERIM FINANCING TO COVER EXPENSES AND INDEBTEDNESS THAT MAY ARISE FROM THE OPERATION OF TOWN BUSINESS**
- VII. Ordinance 2022-05 AN ORDINANCE OF THE MAYOR AND COUNCIL OF FEDERALSBURG TO AMEND SECTION 200-31 OF THE FEDERALSBURG**

TOWN CODE TO PROVIDE A PROCESS FOR REVISING SUBDIVISION PLATS

VIII. Review of June 14, 2022 Street Paving Report from GMB.

IX. Discussion of Public Works Function Staffing and Levels of Service

X. Mayor & Council Action Items

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

XI. Executive Session – Legal Advice and Personnel

XII. 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: June 21, 2022
RE: Proposal for Sale of Industrial Park Road Water Tank Cell Tower Lease

Currently the town receives an annual rent check in the sum of \$15,165.00 from AT&T as part of the lease agreement for the cell service antennae on the Industrial Park Road water tank. The town received a proposal of \$277,000 from Tower Point and after discussion at the June 6, 2022 requested staff contact the proposer for additional information, including the draft easement document (attached). Staff informed Tower Point's representative that the document constitutes a public record and cannot be held to a non-disclosure agreement. The fiscal year 2022-2023 budget does not show revenue for the annual rent out of recognition that the sale of the lease is a preferred option to the town's long-term financial benefit compared to the modest yearly rent. For perspective, under the \$0.88 real property tax rate, one penny on the tax generates approximately \$15,600. The adopted fiscal year 2022-2023 budget shows general fund revenues totaling \$2,610,801. The rent from the cell tower lease constitutes 0.58% of those total revenues.

Sale of the lease does not involve the loss of ownership, access to, or maintenance of the water tank. There is no transfer of real property involved in the transaction. This process merely conveys the right of another party to extend rental agreements, set and collects rent from those rental agreements.

As has been discussed in the past, sale of the lease agreement would be a one-time infusion of revenue into the town's treasury and should be used to increase fund balance.

Pending discussion provide direction to staff.

June 3, 2022

 Town Of Federalsburg MD ("Landlord")
 118 N Main St
 Federalsburg, MD 21632-1003

Re: Letter of Intent to Purchase Interest in Wireless Site ("LOI")

Dear Lawrence DiRe,

In consideration of ten dollars (\$10), the receipt and sufficiency of which is hereby acknowledged, your signature below grants to TowerPoint Acquisitions, LLC and its successors and assigns (including its asset holding company TPA V, LLC) ("TowerPoint") exclusivity to purchase your interest in the Lease(s) ("Lease(s)" as further described in Exhibit A) through an assignment of the Lease and the grant of an underlying telecommunications easement pursuant to the terms herein (the "Transaction"). TowerPoint may close on the Transaction no later than fourteen (14) days after the Closing Contingencies listed in Exhibit A are met. The basic terms of the transaction are as follows:

Summary of Terms	
PURCHASE PRICE	\$277,000.00
LEGAL STRUCTURE	Telecommunications Easement
TERM LENGTH	99 Years
REVENUE SHARING	New Tenant Rent: 60% in favor of Landlord (New Tenant Rent will be generated from tenants collocating on available space across the rooftop outside the existing Lease area.)

- Purchase Price shall be pro-rated at closing based on interim monthly or annual rent payments with TowerPoint retaining from the Purchase Price rent paid by the tenant for any period of time from and after the date of Closing. (Tenants delay rent redirection from the Landlord to TowerPoint by several months while the closing documents are recorded and the redirection is processed. Therefore the Settlement Statement will show a rent credit to TowerPoint in the amount of the two (2) months following closing.)
- Landlord shall only retain rent checks from Tenant for pro-rated periods and during the rent redirection period.
- TowerPoint pays for due diligence costs, the title insurance policy, and standard closing costs. Each party bears its own legal expenses. Landlord pays transfer/stamp or other tax (if any) and recording fees.

From the date you execute this LOI through the date which is thirty (30) days from the date the Closing Contingencies are met, you agree not to directly or indirectly solicit, initiate or participate in any discussions or negotiations with, or encourage or respond to any inquiries or proposals by, any persons, company or group other than TowerPoint concerning your Lease. You agree to promptly notify TowerPoint if any person, company or group seeks to initiate any discussions regarding your Lease. You further agree to work in good faith with TowerPoint to close this Transaction. The terms of this LOI are confidential and may not be disclosed without the prior written consent of TowerPoint, except to professionals engaged to evaluate and conduct the Transaction on your behalf. You acknowledge that TowerPoint has given you no tax or legal advice in evaluating the Transaction.

To the extent the terms of this LOI represent an offer by TowerPoint, the terms herein are subject to change by TowerPoint after June 30, 2022 if this LOI is not mutually executed. TowerPoint reserves the right to change the terms of this LOI following expiration.

 Sincerely,
 TowerPoint Acquisitions, LLC

 Accepted and Agreed:
 Town Of Federalsburg MD

 Jesse M. Wellner, Chief Executive Officer
 June 3, 2022

 Landlord's Signature

Date

 Print Name:

 Title:

Exhibit A
Site Location and Lease Terms

Site Location: 1999 Industrial Park Rd, Federalsburg, Maryland 21632

Wireless Tenants	Current Rent	Rent Payment Frequency	Escalation (CPI, % or \$)	Escalation Frequency	Date of Next Escalation
AT&T	\$15,165.00	Annually	12.5%	Term	08/01/2025

Pricing is based on the Lease Terms above and is subject to confirmatory due diligence of the Lease Terms.

Closing Contingencies

1. receipt of the due diligence items listed in Exhibit B;
2. receipt of a title commitment from TitleVest Agency, LLC (a subsidiary of First American Title Insurance Company) as the escrow/closing agent showing title clear of any liens, encumbrances, outstanding taxes which are otherwise due and payable, or other unsatisfied title closing requirements necessary for an insured closing with marketable title;
3. your approval of the Easement Agreement in a mutually agreeable form;
4. proper documentation of the Lease and rents, including your affirmation that you have not received any written or verbal notice of termination, modification or other correspondence from the tenant related to the Lease;
5. compliance with any tenant right of first refusal or consent requirement, if applicable, related to Landlord's assignment of the Lease; and
6. TowerPoint's desktop environmental database search returns a determination of "Low" or "Moderate" risk.

Initial
Here:

Exhibit B
Required Due Diligence Items

1. Executed Lease including any and all Amendments thereto (as well as any lease commencement letters, notices, or other correspondence regarding the Lease)
2. Proof of Rent Payments under the Lease (minimum of 3 months received in the last 6 months); e.g.: copies of rent checks/stubs and/or direct deposit statements.
3. Landlord Request for Information (RFI): Completed and executed including social security numbers for individuals with 20% or greater ownership positions in the entity which owns the property.
4. Landlord's comments or Landlord's counsel's comments, if any, to the Easement Agreement ("Easement") to be provided under separate cover (to be finalized in a mutually agreeable Easement) or return the Easement with each page initialed showing approval of the form Easement.
5. If an existing mortgage is in place on the property: A Mortgage Statement and Lender contact information for obtaining a non-disturbance agreement from Lender (required only if the property is encumbered by a Mortgage, Deed of Trust, Line of Credit or similar instrument).
6. Legal entity organizational documents (including any Amendments thereto) showing proof of authority, as applicable below, for all entities owning an interest in the Property:

Corporations	LLCs	General Partnership	Ltd. Partnerships	Condo Assoc's	Coop Corp (i.e.: Housing Co-op)	Trust
Articles of Incorporation	Articles of Organization	Certificate of Partnership	Certificate of Limited Partnership	Condominium Declaration	Articles of Incorporation	Trust Agreement
Signed Corporate Bylaws	Signed Operating Agreement	Signed General Partnership Agreement	Signed Limited Partnership Agreement	Signed Condominium Bylaws	Signed Corporate Bylaws	Certificate of Trust

Within 10 days of signing this LOI, I agree to provide to TowerPoint the Required Due Diligence Items listed above to facilitate a timely close under the terms of this LOI.

Initial
Here:

Submitted by: Joe DeNato, Ph: (678) 987-2693, Email: joe.denato@towerpoint.com

Record and Return to:

Joseph Mangus
TitleVest Agency, LLC
110 E. 42nd Street, 10th Floor
New York, NY 10017
TitleVest Title No.: _____

Prepared by:

TPA V, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

EASEMENT AGREEMENT

This telecommunication easement and lease assignment agreement ("Agreement") is made and shall be effective on the _____ day of _____, 2022 ("Effective Date"), by and between _____ ("Grantor") and TPA V, LLC, a Delaware limited liability company ("Grantee").

1. **Grantor's Property and the Telecom Tenant Lease.** Grantor represents and warrants that it holds fee simple title to certain real property located at _____, as more fully described in the legal description attached hereto as Exhibit A (the "Parent Property"). Grantor and _____ (the "Telecom Tenant") are parties to that certain lease agreement, including all amendments and modifications thereto, cited in Exhibit B and incorporated by reference herein (the "Telecom Tenant Lease").
2. **Grant of Easement.** For the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date along with the purchase price pursuant to the settlement statement executed contemporaneously with this Agreement ("Purchase Price"), Grantor grants and conveys unto Grantee, its successors and assigns, an exclusive easement (subject to the Telecom Tenant Lease) for the Permitted Use defined herein, together with a non-exclusive access easement for ingress and egress to and from the exclusive easement, seven days per week, twenty-four hours per day and a non-exclusive utility easement to install, replace and maintain utilities servicing the exclusive easement, including, but not limited to the installation of power and telephone service cable, wires, switches, boxes and the like as may be required by the Permitted Use (collectively "Easement" as further described in Exhibit C). Grantor shall permit Grantee, Easement Tenant(s), and any of their affiliates, customers, tenants, subtenants, lessees, sublessees, licensees, successors and/or assigns together with any of the employees, contractors, consultants, and or agents of the foregoing to use the Easement for the installation, construction, operation, maintenance, repair, modification, relocation, replacement and removal of improvements and equipment ("Equipment") for the facilitation of telecommunications and other related uses, including, but not limited to, any uses permitted by the Telecom Tenant Lease ("Permitted Use"). Grantor represents that there is no pending or threatened action that would adversely affect Grantor's ability to enter into this Agreement or grant the Easement and that entering into this Agreement will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or conflict with the provisions of any agreement to which Grantor is a party. Grantor further represents and warrants that Grantee shall have peaceful and quiet possession and enjoyment of the Easement during the term of this Agreement without any disturbance of Grantee's possession or Permitted Use hereunder.
3. **Term.** Commencing on the Effective Date, the term of this Agreement and the Easement shall be for a perpetual term (the "Term"). Upon notice to Grantor as provided herein, Grantee may surrender the Easement to Grantor and execute such documents reasonably required to terminate the Agreement and the Easement. Grantor may not unilaterally terminate the Agreement or Easement, but if the

Easement is not used for the Permitted Use for a period of five (5) years the Easement shall be deemed abandoned and shall terminate upon Grantor's notice of such default to Grantee as provided herein. **Sections 11 and 12** shall survive expiration or termination of this Agreement and shall remain in effect in perpetuity, subject to applicable law.

- 4. Assignment of Lease, Renewal and Right of Replacement.** Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Telecom Tenant Lease for the Term, including the right to renew the Telecom Tenant Lease throughout the Term. Except as provided herein, Grantee agrees to assume all of Grantor's rights and obligations under the Telecom Tenant Lease. If Telecom Tenant is obligated under the Telecom Tenant Lease to pay to Grantor any fees (other than base rent and any escalations thereto) for the purpose of utility service or access or tax reimbursement, Grantor shall continue to be entitled to such fees, although Grantee may collect and distribute same to Grantor. Grantor shall continue to perform all obligations of the lessor under the Telecom Tenant Lease which relate to the use, ownership, and maintenance of the Parent Property so that Grantee may fulfill all the obligations under the Telecom Tenant Lease without breaching any provision therein, including, but not limited to, Grantor maintaining the Parent Property in a commercially reasonable condition to allow the Permitted Use of the Easement. Grantor shall not maintain the equipment or installations of any Easement Tenant (hereinafter defined), but shall be responsible and liable for the maintenance of the Water Tower (hereinafter defined) in compliance with any and all applicable laws, statutes, rules and regulations, including but not limited to, those rules and regulations, promulgated by the FCC and FAA regarding painting, marking and lighting of the Water Tower. Grantor represents and warrants that it has delivered to Grantee true and correct copies of the Telecom Tenant Lease and that Grantor owns 100% of the lessor/landlord's interest in the Telecom Tenant Lease, including the right to collect all rent thereunder. To the best of Grantor's knowledge, no party to the Telecom Tenant Lease has breached or is in default of their respective obligations under the Telecom Tenant Lease and **no party has requested or discussed a modification or termination of the Telecom Tenant Lease.** If during the Term the Telecom Tenant terminates the Telecom Tenant Lease or otherwise vacates the Parent Property, Grantee may lease all or a portion of the Easement to a replacement telecommunications tenant ("Replacement Telecom Tenant") on terms consistent with the Telecom Tenant Lease and such Replacement Telecom Tenant shall occupy the Easement rather than locating on other portions of the Parent Property ("Replacement Telecom Tenant Lease").
- 5. Rent Sharing.** When a new telecommunications tenant ("Rent Share Tenant"), other than a Replacement Telecom Tenant, executes a lease for space within the Easement outside the Telecom Tenant or Replacement Telecom Tenant lease premises and commences rent payment, Grantee will collect such rent with Grantee retaining _____ percent (___ %) of the rent collected and Grantee remitting _____ percent (___%) of the rent collected to Grantor. Notwithstanding the foregoing, Grantee shall be entitled to collect and retain rent from all telecommunications tenants within the Easement in an amount equal to the rent scheduled in the existing Telecom Tenant Lease and any Replacement Telecom Tenant Lease, including scheduled escalators ("Minimum Scheduled Rent"). Should the rent collected equal an amount less than the Minimum Scheduled Rent, such deficit ("Minimum Scheduled Rent Deficit") shall accrue and shall be applied against any and all future rents collected within the Easement, until collected rent payments fully offset the total Minimum Scheduled Rent Deficit. Grantee is permitted and authorized to enter into leases with Rent Share Tenants subject to the requirements for leasing to Replacement Telecom Tenants as set forth in **Section 4.**
- 6. Grantor Cooperation and Non-interference.** Grantor hereby agrees to cooperate with Grantee, Telecom Tenant, Rent Share Tenant and/or Replacement Telecom Tenant (collectively, "Easement Tenants") in obtaining all licenses, permits or authorizations from all applicable governmental and/or regulatory entities and in acquiring any necessary upgrades to or relocation of utility service to support the Permitted Use. In furtherance of the foregoing, Grantor hereby appoints Grantee as

Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf in connection with the Permitted Use. Grantor's cooperation shall be at no cost to Grantor and without requiring payment of additional rent or fees by Grantee or Easement Tenants. Grantor shall not interfere with any construction in the Easement so long as such construction is to support the Permitted Use and is proceeding pursuant to a building permit or other required municipal or governmental approvals. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to, use any portion of the Parent Property or the Easement in a way which materially interferes with the operations of the Easement Tenants who shall have peaceful and quiet possession and enjoyment of the Easement. Grantor may not directly or indirectly induce, invite, or conspire to induce or invite any Easement Tenants to use or lease space in direct competition with the Easement.

7. **Assignment.** Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest created by this Agreement. Grantee may freely assign this Agreement in part or in its entirety, and any or all of its rights hereunder, including the right to receive rent payments. Upon the absolute assumption of such assignee of all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all obligations and liabilities hereunder.
8. **Taxes and Other Obligations.** All taxes and other obligations that are or could become liens against the Parent Property or any subdivision of the Parent Property containing the Easement, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior to delinquency or default. Grantor shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Parent Property, or imposed in connection with the execution, delivery, performance or recordation hereof, including without limitation any sales, income, documentary or other transfer taxes. If Grantor fails to pay when due any taxes or other obligations affecting the Parent Property, Grantee shall have the right but not the obligation to pay such and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee.
9. **Insurance.** During the Term, Easement Tenants shall maintain general liability insurance as required under their respective lease. Grantor shall maintain any insurance policies in place on the Parent Property or as required under the Telecom Tenant Lease.
10. **Subordination and Non-Disturbance.** Grantee agrees to subordinate this Agreement to any existing or future mortgage or deed of trust on the Parent Property ("Security Instrument"), provided the beneficiary or secured party ("Secured Party") under the Security Instrument agrees for itself and its successors in interest and assigns that Grantee's rights under this Agreement and rights to the Easement shall remain in full force and effect and shall not be affected or disturbed by the Secured Party in the exercise of Secured Party's rights under the Security Instrument during the Term, including Grantee's right to collect and retain, in accordance with the terms of this Agreement, all rents, fees and other payments due from Easement Tenants. Such non-disturbance agreement must apply whether Secured Party exercises its rights under the Security Instrument, including foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, and any other transfer, sale or conveyance of Grantor's interest in the Parent Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.
11. **Mutual General Indemnification.** Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct on the Parent Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party.

12. Environmental Representations and Indemnification.

- a. Grantor represents and warrants that, to the best of Grantor's knowledge, no pollutants or other toxic or hazardous substances, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., or any other federal or state law, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively, "Hazardous Substances") have been, or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate (collectively referred to as the "Release") on or from the Parent Property. Neither Grantor nor Grantee shall introduce or use any Hazardous Substances on the Parent Property or the Easement in violation of any applicable federal, state or local environmental laws.
- b. Grantor and Grantee each agree to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substances on the Parent Property caused by the other party. Grantee shall not be responsible for and shall not defend, indemnify or hold harmless Grantor for any Release of Hazardous Substances on or before the Effective Date.

13. Dispute Resolution and Notice.

- a. Jurisdiction and venue under this Agreement shall be in the state and county the Parent Property is located. The parties may enforce this Agreement and their rights under applicable law, and may seek specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law. Money damages may not be an adequate remedy for the harm caused to Grantee by a breach or default by Grantor hereunder, and Grantor waives the posting of a bond. Damages as against Grantee shall be limited to the amount of consideration received by Grantor under this Agreement, following any insurance settlement which may have effect. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs. Neither party shall be liable to the other for consequential, indirect, speculative or punitive damages.
- b. The non-defaulting party shall provide written notice of a default under this Agreement or under an Easement Tenants' lease, not more than thirty (30) days from discovery of the default. Grantor shall have thirty (30) days to cure the default. Grantee shall have thirty (30) days to commence cure of the default.
- c. All communications shall be delivered by certified mail, return receipt requested or a nationally recognized overnight courier to the address beneath each party's signature block or such other address as advised to the other party pursuant to this Section. Notice shall be deemed given upon receipt if by certified mail, return receipt requested or one (1) business day following the date of sending, if sent by nationally recognized overnight courier service or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

14. Miscellaneous.

- a. The terms and conditions of the existing Telecom Tenant Lease shall govern over any conflicting term of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Grantor and Grantee acknowledge that this Agreement is subject and subordinate to the Telecom Tenant Lease.
- b. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the Parent Property upon which the Easement is located and be binding upon all future owners and lessees of the Parent Property and all persons claiming under them for the Term.
- c. Casualty and Condemnation. In the event of any casualty or condemnation of the Easement in whole or in part, Grantee shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the Easement.
- d. Severability. If any provision contained in this Agreement (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision.)
- e. Counterparts. This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.
- f. Entire Agreement. This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.

[Signature pages and exhibits follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTOR:

Grantor Notice Address:

STATE OF _____ }
COUNTY _____ } ss.

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of _____.

{affix notary seal or stamp}

Notary Public
My Commission Expires:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTEE: TPA V, LLC, a Delaware limited liability company

Jesse M. Wellner, Chief Executive Officer

Grantee Notice Address:

TPA V, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: Chief Executive Officer

With a copy to:

TPA V, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: General Counsel

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Jesse M. Wellner, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Executive Officer of TPA V, LLC.

{affix notary seal or stamp}

Notary Public
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PARENT PROPERTY

[Insert property legal description.]

EXHIBIT B

TELECOM TENANT LEASE

[Insert Telecom Tenant lease citation.]

EXHIBIT C

EASEMENT AREA DESCRIPTION

[Insert Easement area description.]

Memorandum of Understanding (MOU)

Between

The Mayor and Council of Federalsburg, Maryland (MCF)

And

The Federalsburg Historical Society Inc. (FHS)

This document constitutes an agreement between the The Mayor and Council of Federalsburg, Maryland, a governing body, and the Federalsburg Historical Society, a 501(c)3 not for profit corporation who is the Fiscal Sponsor for "The Friends of The Federalsburg Water Tower," (FWT) an unincorporated, loose affiliation of individuals.

1. Objective:

The objective of this MOU is to establish and express the willingness of both parties to engage in an effort to install and maintain a light array (project) on the town's water tower located at (?).

Specific activities and responsibilities agreed upon by both parties are identified below.

Upon receipt of the necessary approvals, as may be required by the MCF, the FWT will engage in a process to raise all necessary funds for the purchase and installation of a light array on the town's water tower.

2. General Terms of the MOU:

2.1 Duration of MOU: This MOU shall be operational beginning on June 8, 2017, and shall continue until December 31, 2021. All activities conducted prior to the date this MOU is signed, that fall within the project's provisions, will be deemed to fall under this MOU.

2.2 Coordination: In order to fulfill the requirements and provisions of this MOU, the MCF, FHS, and FWT will appoint at least one person to represent each party who will coordinate and oversee the implementation of all activities pertaining to the project.

2.3 Confidentiality: Terms of confidentiality, if any, must be included as an addendum to this MOU. As the FHS is a 501(c)3 not for profit corporation whose work and records are open for any person to see, the MCF is a governing body and may have aspects of the project that must be confidential. If any aspects are deemed confidential by the MCF, the FHS will maintain those confidences.

2.4 Project Costs:

2.4.1 FWT will raise all necessary funds for the purchase and installation of the project.

2.4.2 FWT will raise all necessary funds for the annual maintenance of

the project.

2.4.3 FWT will raise all necessary funds for the occasional removal and reinstallation of the project as may be needed for water tower maintenance and repair.

2.4.3 MCF will pay for the cost of electricity to operate the light array.

2.5 Liability: FHS assumes absolutely no liability for any aspect of the project. Proper liability insurance and responsibility for maintaining all required insurance(s) shall be the responsibility of MCF and whom they may designate.

2.6 Termination of the MOU: This MOU shall be terminated;

2.6.1 Upon completion of the agreed upon date,

2.6.2 If the MCF permanently removes the project,

2.6.3 If the FWT, who is solely responsible for raising funds as agreed upon in 2.4.1, 2.4.2 and 2.4.3, dissolves or is unable to meet the required annual funding needed to fulfill items 2.4.1, 2.4.2, and 2.4.3. As part of the dissolution, the FHS shall retain all proceeds raised for items 2.4.1, 2.4.2, and 2.4.3. All retained funds shall be used only for the Project's described purpose unless the Project is permanently removed; then Project funds shall be used as FHS desires. FHS will be permanently removed from any and all responsibility for the project.

2.7 Extension of the MOU: This MOU may be extended upon the agreement of both parties.

2.8 Communications: The representatives of both parties as defined in 2.2 will be responsible for ensuring proper and complete communication between the parties.

2.9 Addendum: Any addendum to this MOU shall be in writing and signed by both parties and shall be attached to this document.

2.10 Insurance: The MCF shall be responsible to ensure all required insurances against any and all possible damages, injuries, and casualties are maintained.

3. Other Provisions:

3.1 The MCF will pay for any and all costs for legal advice as it pertains to this document and the overall project.

3.2 The MCF agree that this project does not violate any ordinance, regulation, and or law of the Town of Federalsburg, Caroline County, The State of Maryland, or any Federal law or regulation, as may be applied to such projects.

3.3 The FHS agrees that this project is within the Mission and Vision statements of the organization.

The terms and provisions in this MOU also apply to any subsequent Addendum to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the 24th day of July, 2017.

NAME:

Mayor and Council of
Federalsburg, MD

Chas Klamm
Position Mayor
Date 09/14/17

NAME:

Federalsburg Historical Society

Rahita Roggi
Position PRESIDENT
Date 7/24/17

NAME:

Friends of The Federalsburg Water Tower

Mary W. Harding
Position Chairperson
Date July 24, 2017



Eme
exp 03/05/18

Eme
exp 03/05/18



FISCAL SPONSOR AGREEMENT

This Agreement is between The Federalsburg Historical Society ("Fiscal Sponsor") and The Friends of The Federalsburg Water Tower ("Sponsored Organization"), who agree as follows.

1. Fiscal Sponsor is a Maryland nonprofit corporation, tax exempt under Internal Revenue Code Section 501(c)(3) and the corresponding provision of state law. Fiscal Sponsor's charitable purpose is to research, locate, and document sites of historic significance; to provide materials for education programs based on historical documents and memorabilia; to obtain markers for sites of historic interest. Fiscal Sponsor enters into this Agreement to further this tax-exempt purpose. Fiscal Sponsor is not responsible for any fund-raising associated with the project whatsoever.
2. Sponsored Organization is a loose affiliation of individuals who desire to carry out the following charitable activities: Coordinate the purchase, installation, and maintenance of a light array on the town of Federalsburg's water tower (the "Project"). Sponsored Organization will not carry out any other project. Sponsored Organization needs a fiscal sponsor to receive grants, tax-deductible contributions, and other revenues on its behalf for use in carrying out the Project. Sponsored Organization desires that the Fiscal Sponsor serve as its fiscal sponsor, and Fiscal Sponsor is willing to do so.
3. This Agreement shall commence on June 8, 2017, and shall continue until December 31, 2021 or until terminated upon the giving of thirty (30) days written notice to the other party or if the Sponsored Organization dissolves or becomes unable to raise funds. Unless otherwise agreed by the parties or required by the terms of a contribution, grant, or a Memorandum of Understanding, Fiscal Sponsor shall retain all funds, received and unspent, for the Project as of the date of termination of this Agreement. All retained funds shall be used only for the Project's described purpose unless the Project is permanently removed; then Project funds shall be used as the Fiscal Sponsor desires.
4. At all times during the term of this Agreement, the Project shall be considered a project of Fiscal Sponsor. The Board of Directors of Fiscal Sponsor has the final authority concerning fund solicitation and the use of funds received for the Project. Sponsored Organization will submit for Fiscal Sponsor's prior approval a copy of all written material that identifies Fiscal Sponsor with the Project, and all other written material requested by Fiscal Sponsor.
5. The following persons are authorized to represent Sponsored Organization: Chairperson: Mary Harding; committee members Judi White, Chuck Planner, and David Morean. Sponsored Organization may change its representatives with prior written notice to Fiscal Sponsor. The President or Chair of the Board of Directors of Fiscal Sponsor, or his or her designee, is authorized to represent Fiscal Sponsor.
6. Fiscal Sponsor will receive and administer all funds that Sponsored Organization will use to carry out the Project. Fiscal Sponsor will send all required acknowledgments to donors of tax-deductible contributions, and will submit all required grant reports. Fiscal Sponsor will include all funds received for the Project on its income tax returns.
7. Sponsored Organization will select, employ and/or enter into consultant contracts with, and supervise all persons who perform compensated services on the Project, on such terms and

conditions as Sponsored Organization shall determine in full consultation and agreement with the Fiscal Sponsor. The Fiscal Sponsor and the Sponsored organization shall not be responsible for any income and payroll tax withholding and reporting for any and all contractors, sub-contractors, or any paid employment pertaining to the Project.

8. Fiscal Sponsor will maintain Project funds in one or more bank accounts, which may include other Fiscal Sponsor funds. Any authorized representative of Sponsored Organization may request a payment or withdrawal of Project funds consistent with the Project budget and Fiscal Sponsor procedures or as may be otherwise approved and agreed upon by the Fiscal Sponsor and Sponsored Organization, including expense documentation requirements, e.g. information on name of payee, amount of check, purpose of check, and an original invoice, contract, receipt, or other evidence of amount owed. Fiscal Sponsor will ensure timely payments or withdrawals upon receipt of proper authorization and documentation.

9. Fiscal Sponsor will keep and maintain accurate, complete, and separate Project records in accordance with and consistent to the Fiscal Sponsor's current financial reports, showing all Project assets, liabilities, income, and expenditures. Fiscal Sponsor will prepare a monthly and a fiscal year-end Project balance sheet and income/expense statement for delivery to Sponsored Organization within fifteen (15) days after the close of each monthly period and within sixty (60) days after the end of the fiscal year. Sponsored Organization, through its authorized representatives, may inspect any Project records at any reasonable time with the consent of Fiscal Sponsor, which consent will not be unreasonably withheld. Fiscal Sponsor, through its authorized representatives, may inspect any Project records held by Sponsored Organization, and may require Sponsored Organization to turn over any such records.

10. Sponsored Organization will ensure that all proper and adequate insurance is maintained by all contractors and any other party that is responsible for any part of the Project, and such other bonding and liability insurance, including but not limited to unemployment and workers' compensation insurance, required by law or usual and customary with respect to the conduct of its activities, in amounts which it has determined are reasonably adequate. All such insurance shall cover the Project activities.

11. For the performance of its fiscal sponsor services described herein, Fiscal Sponsor shall be reimbursed for its administrative and overhead costs in an amount equal to 0% of the Project funds, or such other amount as is authorized in Project grant agreements. Fiscal Sponsor may be reimbursed for any increase in its out-of-pocket costs attributable to the performance of its fiscal sponsor services, e.g. increased insurance costs to cover Project activities, taxes, fees and other licensing, permit and legal costs. The parties agree that all such payments are a reasonable approximation of Fiscal Sponsor's costs incurred in performing its fiscal sponsor services.

12. This Agreement contains the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter. Any change, modification, or waiver must be in writing and signed by both parties.

13. Fiscal Sponsor will not assign any of its obligations or duties under this Agreement without the prior written consent of Sponsored Organization, which consent will not be unreasonably withheld. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the parties.

The parties have caused their duly authorized representatives to execute this Agreement effective on its commencement date.

FISCAL SPONSOR

BY: Rahita Reggi

TITLE: PRESIDENT

DATE: 7/24/17

SPONSORED ORGANIZATION

BY: Mary W. Harding

TITLE: Chairperson

DATE: July 24, 2017

ORDINANCE NO. 2022-04

INTRODUCED BY: _____

**AN ORDINANCE OF THE TOWN OF FEDERALSBURG AUTHORIZING
A LINE OF CREDIT PROMISSORY NOTE WITH PROVIDENT STATE
BANK IN THE PRINCIPAL AMOUNT OF \$500,000.00, THE PROCEEDS
OF WHICH MAY BE USED TO PROVIDE INTERIM FINANCING TO
COVER EXPENSES AND INDEBTEDNESS THAT MAY ARISE FROM
THE OPERATION OF TOWN BUSINESS**

WHEREAS, Section §C11-3 of the Federalsburg Town Charter authorizes the Town to borrow money from time to time as the Mayor and Town Council shall deem advisable and in such manner and by such means as the Mayor and Town Council, in its sound discretion, shall deem most advantageous to the Town; and

WHEREAS, Section §C11-3 of the Federalsburg Town Charter authorizes the Town of Federalsburg to borrow upon the full faith and credit and tax authority of the Town such sums of money as it deems proper for municipal purposes; and

WHEREAS, the Mayor and Council deem it advisable and in the best interests of the Town to obtain a current line of credit and to execute a promissory note to the Provident State Bank to provide financing to cover expenses carried by the Town for general operation, and the Town will pledge its full faith and credit toward the repayment of the loan.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF FEDERALSBURG AS FOLLOWS:

Section 1. The recitals set forth above are incorporated herein and are made a part of this Ordinance.

Section 2. The Mayor of Federalsburg is hereby authorized to execute and deliver to Provident State Bank a revolving line of credit promissory note in the amount of \$500,000, with the same or substantially similar terms, as the Promissory Note attached hereto as Exhibit 1, with

interest at a variable interest rate based upon the Wall Street Journal Index, with an interest rate of no less than 5.250% per annum. Interest payments will be made on a monthly basis beginning July 6, 2022. The maturity date of the note is June 6, 2023, at which time all accrued and unpaid interest thereon shall be due and payable.

Section 3. The Note shall constitute an irrevocable pledge of the full faith and credit and taxing power of the Town of Federalsburg, subject to the limitations set forth in § C11-3 of the Federalsburg Town Charter, for the payment of all principal, interest and other charges, if any, under the Note when due.

Section 4. The Mayor is hereby authorized to make such modifications to the form of the Note prior to its execution and delivery as he deems appropriate; however, no such modification shall materially alter the substance of the Note as established by the Commitment Letter.

Section 5. The Mayor and Council hereby determine that the Note, and the terms hereof, are reasonable and that the execution and delivery thereof are in the best interests of the Town and its residents and the Town Council hereby authorizes, ratifies, confirms and approves the execution and delivery of the Note to the Bank upon the terms and conditions stated herein.

Section 6. The proceeds of the Note shall be used for the operation of general Town business.

Section 7. The Town Council hereby designates the Note as a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the United States Internal Revenue Code of 1986, as amended.

Section 8. In accordance with Section C3-6, of the Federalsburg Town Charter, this Ordinance shall become effective upon passage by the Mayor and Council and recordation in the Minute Books.

Yea/Nay

Kimberly J. Abner	_____
Scott Phillips	_____
Debra Sewell	_____
Robert Willoughby	_____
Edward H. Windsor	_____

I hereby certify that the above Ordinance was passed by a yea and nay vote of the Council this _____ day of _____, 2022.

Kimberly J. Abner, Mayor

Delivered by the Mayor and recorded by me in the Minute Books of the Mayor and Council of Federalsburg this _____ day of _____, 2022.

Kristy L. Marshall, Town Clerk

ORDINANCE NO. 2022-5

Introduced by: _____

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF
FEDERALSBURG TO AMEND SECTION 200-31 OF THE
FEDERALSBURG TOWN CODE TO PROVIDE A PROCESS FOR
REVISING SUBDIVISION PLATS**

WHEREAS, in accordance with Md. Code Ann. Local Government Article § 5-202, the Mayor and Council have the authority to adopt ordinances to protect the health, comfort and convenience of the residents of the municipality; and

WHEREAS, Section 200-31 of the Federalsburg Town Code provides that subdivision drawings and specifications may be revised during construction when necessary but does not provide a process for revising a subdivision plat that was previously recorded; and

WHEREAS, the Mayor and Council have determined that it is desirable in the best interest of the citizens of Federalsburg to amend Chapter 200-31 to provide a process for amending a recorded subdivision plat.

Section 1. Chapter 200, Article VII, Section 31 of the Federalsburg Town Code, titled "Revision of plans", is hereby amended as follows:

§ 200-31. Revision of plans.

- A. When changes from the accepted drawings and specifications become necessary during construction, written acceptance by the Planning and Zoning Commission with the advice of the Town Engineer and Code Enforcement Officer shall be secured before the execution of such changes.
- B. *Request for revisions. A revised plat involves the revision of any existing subdivision of land or recorded subdivision plat recorded subsequent to June 6, 2022, whereby no additional lots are created. A request for a revision shall be determined by the Planning and Zoning Commission to be either major or minor. In no case shall a revised plat result in creation of a nonconforming situation or the worsening of an existing nonconforming situation. Revisions are either major or minor, which will be determined by the Planning and Zoning Commission.*
 - a. *Major revisions. Examples of major revisions may include, but are not limited to, relocation of any public or private road; relocation or adjustment of acreage for any commonly owned open space areas or any reserved lands; or revisions of lot lines which significantly affect the overall layout of the subdivision.*
 - b. *Minor revisions. Examples of minor revisions may include, but are not limited to, correction of minor plat or surveying errors; minor changes to plat notations; changes to lot lines which do not significantly affect the overall layout of the subdivision; or changes to platted sewage reserve areas.*

C. Procedure for major revisions. In the case of a major revision, the application, review and approval process for minor or major subdivision approval shall be followed as determined by the Chair of the Planning and Zoning Commission. The Chair of the Planning and Zoning Commission shall also determine the specifications for application documents to be submitted. At a minimum, the revised plat shall clearly show all property lines to be abandoned and any other requested revisions or changes to the existing approved plat. An application fee shall also be required as determined by a fee schedule adopted by the Mayor and Council.

D. Procedure for minor revisions. In the case of a minor revision, the following application, review and approval process shall be followed:

- a. The application shall be made on forms available at the Planning and Zoning Office.*
- b. The application shall be accompanied by an adequate number of paper copies, as determined by the Chair of the Planning and Zoning Commission of the revised plat, that clearly show all property lines to be abandoned, all new property lines and any other revisions or changes from the existing situation or existing approved subdivision plat.*
- c. The application shall be accompanied by an application fee to be determined by the fee schedule adopted by the Mayor and Council.*
- d. The application shall be accompanied by all other information, plans and drawings as determined by the Planning and Zoning Commission.*
- e. Upon submission of a completed application, the Planning and Zoning Commission shall review the application and may refer the application to the Town Engineer, Code Enforcement Officer, or any other county, state and federal agencies, as applicable for review, comment and approval. If the minor revision will impact an existing or approved road or street, the Town Engineer must review the plat.*
- f. The revised plat shall be recorded in the land records of Caroline County.*

Section 2. All other provisions of Chapter 200-31 shall remain unchanged.

Section 3. This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect twenty (20) days from and after the date of its final passage and adoption.

Yea/Nay

Kimberly M. Abner _____
Robert Willoughby _____
Edward H. Windsor _____
Debra Sewell _____
Scott Phillips _____

I hereby certify that the above Ordinance was passed by a yea and nay vote of the Council this _____ day of _____, 2022.

Kimberly M. Abner, Mayor

Delivered by the Mayor and recorded by me in the Minute Books of the Mayor and Council of Federalsburg this ____ day of _____, 2022.

Kristy Marshall, Town Clerk

Approved as to form:

Lyndsey J. Ryan, Town Attorney

Date Introduced: _____
Date Amendments Introduced: _____
Date Passed: _____
Effective Date: _____

■ ■ ■ ■

ARCHITECTS
ENGINEERS

206 WEST MAIN STREET
SALISBURY, MD 21801
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SALISBURY
BALTIMORE
SEAFORD

www.gmbnet.com

■ ■ ■ ■

JAMES H. WILLEY, JR., P.E.
PETER A. BOZICK, JR., P.E.
CHARLES M. O'DONNELL, III, P.E.
A. REGGIE MARINER, JR., P.E.
JAMES C. HOAGESON, P.E.
STEPHEN L. MARSH, P.E.
DAVID A. VANDERBEEK, P.E.
ROLAND E. HOLLAND, P.E.
JASON M. LYTLE, P.E.
CHRIS B. DERBYSHIRE, P.E.
MORGAN H. HELFRICH, AIA
KATHERINE J. MCALLISTER, P.E.
W. MARK GARDOCKY, P.E.
ANDREW J. LYONS, JR., P.E.

JUDY A. SCHWARTZ, P.E.
W. BRICE FOXWELL, P.E.

JOHN E. BURNSWORTH, P.E.
VINCENT A. LUCIANI, P.E.
AUTUMN J. WILLIS
CHRISTOPHER J. PFEIFER, P.E.

June 14, 2022

Town of Federalsburg
118 North Main Street
P. O. Box 471
Federalsburg, Maryland, 21632

Attn: Larry DiRe
Town Manager

Re: Street Paving Priorities

Dear Mr. DiRe:

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 of ARPA funding to complete as many road repairs as possible.

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. Storm drains and utility improvements were not considered.

Table A below reflects the street projects, order of priority, and their respective estimated costs. The priorities were considered after careful field review and consultation with Mr. Dyott.

Table A

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

The total estimated cost for all projects is \$2,263,921. GMB evaluated several scenarios to work within the \$800,000 budget, considering priorities. GMB suggests all three blocks of Greenridge Road be considered one major road improvement project. This road is in the central part of town and connects the firehouse to Main Street.

Table B represents two project options based on the \$800,000 budget.

Table B

Opt.	Street	From	To	Est. Cost	Total Est. Cost
1	Greenridge Rd - 1	N Main	Park Ln	\$164,479	\$816,046
	Greenridge Rd - 2	Park Ln	Vernon Ave	\$376,665	
	Greenridge Rd - 3	Vernon Ave	University Ave	\$174,903	
	*Brooklyn Ave	Girardi Blvd	Interfaith Ave	\$55,000	
	*Girardi Blvd	E Central Ave	Brooklyn Ave	\$45,000	
2	Maple Ave	Buena Vista Ave	University Ave	\$231,660	\$744,015
	Morris Ave	Park Ln	Vernon Ave	\$194,981	
	Park Ln	Morris Ave	W Central Ave	\$108,108	
	Holt St	Academy Ave	Rail Road Ave	\$209,266	

**Inhouse repairs only*

Option 1 (recommended) addresses the needs of the highest priority streets and works within the budget. The budget is exceeded slightly but is based on three separate Greenridge projects combined. Usually, the actual project costs are less when bidding more work. This option also considers repairing Brooklyn and Giardi using inhouse forces. Mr. Dyott is confident his staff can complete these repairs using a newly purchased milling machine.

Option 2 addresses the needs of four individual blocks in need of repair. Each block could be completed separately as highway user revenue allows.

Our cost estimates are conservative based on our experience with fluctuating bidding climates. It is possible to complete more work, within the \$800,000 budget. It completely depends on bids received. If Option 1 is selected, GMB recommends including Maple Ave as a 'bid alternate' in the event the actual costs are much less than expected.

Thank you for allowing us to assist the Town of Federalsburg with their street improvements. If requested, GMB can assist with the development of RFP's for the selected street improvement projects. If you have any questions, please do not hesitate to contact me.

Sincerely,



Scott W. Getchell, PO
Director of Operational Services | Project Manager

SWG/slh/kjm

Attachments: Paved Network Inventory by Surface Status (page 4 of 4)
Cost Estimates
Paving Priorities Map

cc: Steve Dyott (Town of Federalsburg)
Katherine McAllister (GMB)

1/4/2017
10:39:19AM

Paved Network Inventory

By Surface Status
2016 rsms

<u>(Prio) Road/Section Name</u>	<u>Sec</u>	<u>From Road/Section</u>	<u>To Road/Section</u>	<u>Length</u>	<u>division</u>	<u>Import</u>	<u>Traffic</u>	<u>Drainage Status</u>
Rehabilitate								
(2) Brooklyn Ave	1	Girardi Blvd	Interfaith Ave	0.36		low	low	Good
(2) E Central Ave	3	Liberty Road	Girardi Blvd	0.29		low	low	Good
(2) Girardi Blvd	1	E Central Ave	Brooklyn Ave	0.28		low	low	Good
(2) Maple Ave	3	Buena Vista Ave	University Ave	0.20		low	low	Good
(2) Morris Ave	2	Park Ln	Vernon Ave	0.13		low	low	Good
				1.26				
Reconstruct								
(2) Chambers St	2	Liberty Road	E Central Ave	0.40		low	low	Good
(2) Greenridge Rd	1	N Main St	Park Ln	0.11		low	low	Good
(2) Greenridge Rd	2	Park Ln	Vernon Ave	0.13		low	low	Good
(2) Greenridge Rd	3	Vernon Ave	University Ave	0.14		low	low	Good
(2) Holt Street	1	Academy Ave	Rail Road Ave	0.15		low	low	Good
				0.93				
				14.65				

GREENRIDGE-1 ROAD PAVING
ENGINEER'S PRELIMINARY PROJECT COST ESTIMATE



Item/Structure	Quantity		Construction Estimate	
	Number	Unit	Unit Cost	Total
General Conditions (5% Constr. Costs)	1	LS	\$6,923	\$6,923
Mobilization (3% Constr. Costs)	1	LS	\$4,154	\$4,154
Erosion & Sediment Control	0	LS	\$0	\$0
Traffic Control	0	Days	\$0	\$0
ROW Acquisition	0	LS	\$0	\$0
Subtotal				\$11,076
CONSTRUCTION (N. Main to Park)				
Asphalt Milling	2,130	SY	\$15	\$31,950
2" Base Pave	2,130	SY	\$25	\$53,250
1.5" Surface Pave	2,130	SY	\$25	\$53,250
Total Construction Costs				\$138,450
ENGINEERING				
Subtotal				\$149,526
Contingency (10%)				\$14,953
Total Project Cost				\$164,479

GREENRIDGE-2 ROAD PAVING
ENGINEER'S PRELIMINARY PROJECT COST ESTIMATE



Item/Structure	Quantity		Construction Estimate	
	Number	Unit	Unit Cost	Total
General Conditions (5% Constr. Costs)	1	LS	\$13,949	\$13,949
Mobilization (3% Constr. Costs)	1	LS	\$8,369	\$8,369
Erosion & Sediment Control	1	LS	\$10,000	\$10,000
Traffic Control	0	Days	\$0	\$0
ROW Acquisition	0	LS	\$0	\$0
Subtotal				\$32,318
CONSTRUCTION (Park to Vernon)				
Asphalt Milling	2,265	SY	\$15	\$33,975
2" Base Pave	2,265	SY	\$25	\$56,625
1.5" Surface Pave	2,265	SY	\$25	\$56,625
Curb & Gutter	1,500	LF	\$75	\$112,500
5' Sidewalk	2,750	SF	\$7	\$19,250
Total Construction Costs				\$278,975
ENGINEERING				
Design (10% Constr. Costs)	1	LS	\$31,129	\$31,129
Subtotal				\$31,129
Admin/Legal (5% Constr. Costs)				\$13,949
Subtotal				\$342,422
Contingency (10%)				\$34,242
Total Project Cost				\$376,665

GREENRIDGE-3 ROAD PAVING
ENGINEER'S PRELIMINARY PROJECT COST ESTIMATE



Item/Structure	Quantity		Construction Estimate	
	Number	Unit	Unit Cost	Total
General Conditions (5% Constr. Costs)	1	LS	\$7,361	\$7,361
Mobilization (3% Constr. Costs)	1	LS	\$4,417	\$4,417
Erosion & Sediment Control	0	LS	\$0	\$0
Traffic Control	0	Days	\$0	\$0
ROW Acquisition	0	LS	\$0	\$0
<i>Subtotal</i>				\$11,778
CONSTRUCTION (Vernon to University)				
Asphalt Milling	2,265	SY	\$15	\$33,975
2" Base Pave	2,265	SY	\$25	\$56,625
1.5" Surface Pave	2,265	SY	\$25	\$56,625
<i>Total Construction Costs</i>				\$147,225
ENGINEERING				
<i>Subtotal</i>				\$159,003
<i>Contingency (10%)</i>				\$15,900
<i>Total Project Cost</i>				\$174,903

BROOKLYN AVE PAVING
ENGINEER'S PRELIMINARY PROJECT COST ESTIMATE



Item/Structure	Quantity		Construction Estimate	
	Number	Unit	Unit Cost	Total
General Conditions (5% Constr. Costs)	1	LS	\$17,388	\$17,388
Mobilization (3% Constr. Costs)	1	LS	\$10,433	\$10,433
Erosion & Sediment Control	0	LS	\$0	\$0
Traffic Control	0	Days	\$0	\$0
ROW Acquisition	0	LS	\$0	\$0
Subtotal				\$27,820
CONSTRUCTION (Giardi to Interfaith)				
Asphalt Milling	5,350	SY	\$15	\$80,250
2" Base Pave	5,350	SY	\$25	\$133,750
1.5" Surface Pave	5,350	SY	\$25	\$133,750
Total Construction Costs				\$347,750
ENGINEERING				
Subtotal				\$375,570
Contingency (10%)				\$37,557
Total Project Cost				\$413,127

GIARDI BLVD PAVING

ENGINEER'S PRELIMINARY PROJECT COST ESTIMATE



Item/Structure	Quantity		Construction Estimate	
	Number	Unit	Unit Cost	Total
General Conditions (5% Constr. Costs)	1	LS	\$16,445	\$16,445
Mobilization (3% Constr. Costs)	1	LS	\$9,867	\$9,867
Erosion & Sediment Control	0	LS	\$0	\$0
Traffic Control	0	Days	\$0	\$0
ROW Acquisition	0	LS	\$0	\$0
Subtotal				\$26,312
CONSTRUCTION (E. Central to Brooklyn)				
Asphalt Milling	5,060	SY	\$15	\$75,900
2" Base Pave	5,060	SY	\$25	\$126,500
1.5" Surface Pave	5,060	SY	\$25	\$126,500
Total Construction Costs				\$328,900
ENGINEERING				
Subtotal				\$355,212
Contingency (10%)				\$35,521
Total Project Cost				\$390,733

MAPLE AVE PAVING

ENGINEER'S PRELIMINARY PROJECT COST ESTIMATE



Item/Structure	Quantity		Construction Estimate	
	Number	Unit	Unit Cost	Total
General Conditions (5% Constr. Costs)	1	LS	\$9,750	\$9,750
Mobilization (3% Constr. Costs)	1	LS	\$5,850	\$5,850
Erosion & Sediment Control	0	LS	\$0	\$0
Traffic Control	0	Days	\$0	\$0
ROW Acquisition	0	LS	\$0	\$0
<i>Subtotal</i>				\$15,600
CONSTRUCTION (Buena Vista to University)				
Asphalt Milling	3,000	SY	\$15	\$45,000
2" Base Pave	3,000	SY	\$25	\$75,000
1.5" Surface Pave	3,000	SY	\$25	\$75,000
<i>Total Construction Costs</i>				\$195,000
ENGINEERING				
<i>Subtotal</i>				\$210,600
<i>Contingency (10%)</i>				\$21,060
Total Project Cost				\$231,660

MORRIS AVE PAVING

ENGINEER'S PRELIMINARY PROJECT COST ESTIMATE



Item/Structure	Quantity		Construction Estimate	
	Number	Unit	Unit Cost	Total
General Conditions (5% Constr. Costs)	1	LS	\$8,206	\$8,206
Mobilization (3% Constr. Costs)	1	LS	\$4,924	\$4,924
Erosion & Sediment Control	0	LS	\$0	\$0
Traffic Control	0	Days	\$0	\$0
ROW Acquisition	0	LS	\$0	\$0
<i>Subtotal</i>				\$13,130
CONSTRUCTION (Park to Vernon)				
Asphalt Milling	2,525	SY	\$15	\$37,875
2" Base Pave	2,525	SY	\$25	\$63,125
1.5" Surface Pave	2,525	SY	\$25	\$63,125
<i>Total Construction Costs</i>				\$164,125
ENGINEERING				
<i>Subtotal</i>				\$177,255
<i>Contingency (10%)</i>				\$17,726
<i>Total Project Cost</i>				\$194,981

PARK LANE PAVING

ENGINEER'S PRELIMINARY PROJECT COST ESTIMATE



Item/Structure	Quantity		Construction Estimate	
	Number	Unit	Unit Cost	Total
General Conditions (5% Constr. Costs)	1	LS	\$4,550	\$4,550
Mobilization (3% Constr. Costs)	1	LS	\$2,730	\$2,730
Erosion & Sediment Control	0	LS	\$0	\$0
Traffic Control	0	Days	\$0	\$0
ROW Acquisition	0	LS	\$0	\$0
<i>Subtotal</i>				\$7,280
CONSTRUCTION (Morris to W. Central)				
Asphalt Milling	1,400	SY	\$15	\$21,000
2" Base Pave	1,400	SY	\$25	\$35,000
1.5" Surface Pave	1,400	SY	\$25	\$35,000
<i>Total Construction Costs</i>				\$91,000
ENGINEERING				
<i>Subtotal</i>				\$98,280
Contingency (10%)				\$9,828
Total Project Cost				\$108,108

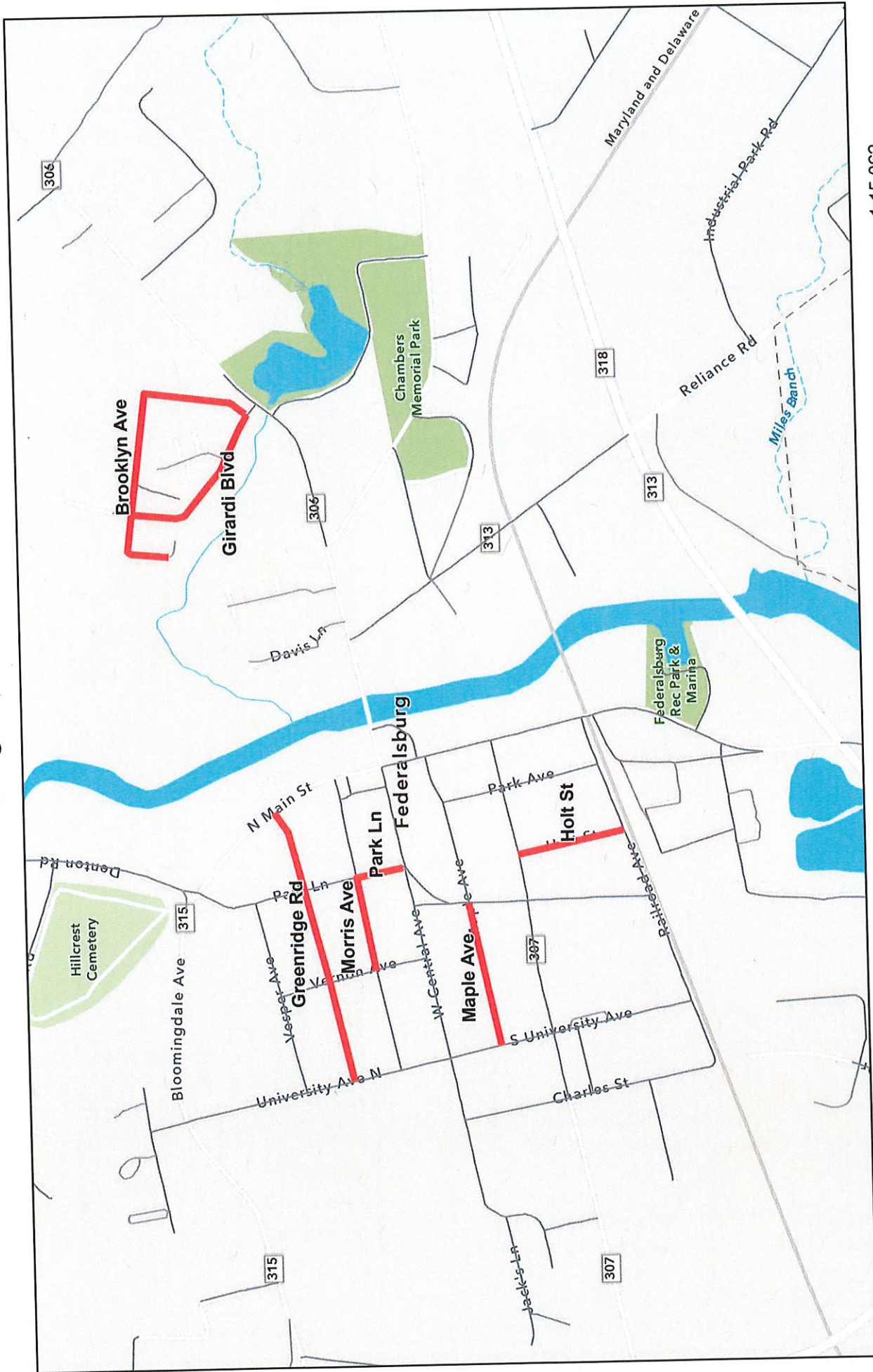
HOLT STREET PAVING

ENGINEER'S PRELIMINARY PROJECT COST ESTIMATE

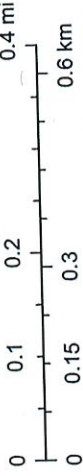


Item/Structure	Quantity		Construction Estimate	
	Number	Unit	Unit Cost	Total
General Conditions (5% Constr. Costs)	1	LS	\$8,808	\$8,808
Mobilization (3% Constr. Costs)	1	LS	\$5,285	\$5,285
Erosion & Sediment Control	0	LS	\$0	\$0
Traffic Control	0	Days	\$0	\$0
ROW Acquisition	0	LS	\$0	\$0
<i>Subtotal</i>				\$14,092
CONSTRUCTION (Academy to Rail Road)				
Asphalt Milling	2,710	SY	\$15	\$40,650
2" Base Pave	2,710	SY	\$25	\$67,750
1.5" Surface Pave	2,710	SY	\$25	\$67,750
<i>Total Construction Costs</i>				\$176,150
ENGINEERING				
<i>Subtotal</i>				\$190,242
<i>Contingency (10%)</i>				\$19,024
Total Project Cost				\$209,266

Federalburg Paving Priorities



1:15,062



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

5/26/2022

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: June 21, 2022
RE: Public Works Function Staffing and Levels of Service

All functional departments are under the mayor and town council oversight, and as such a periodic review is a worthwhile exercise. Public works, and to a lesser extent public utilities, impacts the overall town quality of life and has responsibility for numerous town assets and facilities. In some instance, the town staff shares responsibilities with community groups for such assets and facilities. Determining an effective basis for levels of service is essential for the best operation of these departments. Responsible stewardship of budgeted funds and efficient use of town staff are critical for the best operations of these departments and accountability to the town through mayor and council review. The attached current job descriptions provide a basic overview of expected staff duties and skill set to perform those duties. Clearly these descriptions need updating for accuracy and need to be tied to the employee grade and step scale, both for hiring and for advancement within the grade.

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

Job Title:

Maintenance Supervisor

Job Description:

The Maintenance department is responsible for the construction and maintenance of the Town's infrastructure which includes streets, sidewalks, the wastewater distribution system, the water distribution system, and public buildings. This department is also responsible for refuse collection, and maintenance of all public grounds. This is a salaried position, and may require some holiday, evening and weekend work.

Examples of Work: (Illustrative only)

1. Determines the manpower and equipment required to accomplish a given Maintenance job; utilizes assigned personnel as needed. Maintains records of time spent on given jobs, as well as attendance records of individuals. Supervises the collection of refuse, maintenance of the Town's streets and by-ways, culverts, bridges, traffic signs and symbols; assists the various employees, when necessary, training them in the operation of equipment and in the proper use of material. Periodically inspects the Town's sidewalks and reports results to the Public Works Director, so that property owners may be officially notified.
2. Maintenance of the water distribution and sewage collection system to include repair and maintenance of water and sewerage lines, the installation and maintenance of all service lines, main valves and hydrants; keeps water supply clean by maintaining filters, mains, and clear wells in good condition.

1. Assists employees when necessary to alleviate problems and to motivate them to increase productivity; renders periodic performance evaluation and uses that tool to compliment employees on strength and discusses weaknesses with a view to assist the employee in overcoming same; when necessary, recommends employees to be terminated and/or additional personnel positions to be created.

4. Supervises, instructs and trains personnel in the areas of operating theory and practice as well as safety.

5. Determines thorough knowledge of safety of workers on the job and assures that equipment receives periodic maintenance; performs other duties as required by the Town Manager.

5. Must be able to maintain strict confidentiality when required.

6. Must be able to attend Mayor and Council meetings when requested by the Mayor and Council and/or the Town Manager.

7. Must be able to present a cheerful and neat appearance, and must be able to project an appropriate diplomatic manner when dealing with public concerns, issues, and questions.

Required Knowledge, Skills and Abilities:

Working knowledge of road maintenance equipment, of automotive maintenance and repair, the elements of supervision, and a strong ability to motivate and lead others. Ability to communicate effectively and diplomatically with employees and the public, to read and comprehend technical English and engineering drawings. To teach accident prevention methods and to apply first-aid, when needed; to operate trucks, air

compressors, boring machine, temper, tap machine and pumps; ability to manage the work and make optimum use of available man-power and materials.

Thorough knowledge of water treatment operations, machinery and type of training necessary of the mechanical conditions of the equipment as well as techniques used in potable water treatment.

Considerable knowledge of safety, accident prevention and first-aid methods.

Ability to walk, climb short ladders and the ability to lift material weighing fifty pounds.

Required Licenses:

The incumbent should acquire the following licenses:

1. A valid Maryland Commercial Driver's License.

Desired Qualifications:

1. Knowledge of surveying and an interest in furthering knowledge of road construction methods, material and equipment.

2. Experience, training or schooling in plumbing.

Job Title:

Maintenance Worker I

Job Description:

This is experienced-level, unskilled manual labor requiring moderate to heavy physical exertion in the routine maintenance of municipal streets, buildings, and other properties. Work involves use of manual tools and power operated tools and equipment. Employees usually work independently or as part of a small crew, receiving instructions orally, and under the general or specific supervision of a higher-level supervisor, depending on type of assignment. Work may include prolonged exposure to adverse weather conditions and require availability for emergency call-back outside normal working hours.

Examples of Work: (Illustrative only)

Digs trenches and holes with pick and shovel for road repairs, tree planting, signal or sign installation, guard rails, etc.

Operates air hammer to break up asphalt, cement and other hard surfaces.

Cleans gutters, culverts, storm drains, manholes, and other drainage structures of leaves, brush, litter and other debris.

Loads and unloads stone, gravel, dirt, asphalt and other materials from trucks, wheelbarrows, and other carriers.

Performs simple repairs on or around manhole covers.

Flags traffic.

Cleans vehicles, buildings, shop areas, grounds and related tools and equipment.

Uses a variety of hand and power tools such as picks, shovels, pitchforks, air hammers, brushes, hand tamps, air compressor, etc.

Manually spreads salt and sand and shovels snow.

May be detailed to individually perform special or routine assignments by immediate supervisor or higher-level official.

Replace defective fire hydrants.

Must be able to maintain strict confidentiality when required.

Must be able to attend Mayor and Council meetings when requested by the Mayor and Council and/or the Town Manager.

Must be able to present a cheerful and neat appearance, and must be able to project an appropriate diplomatic manner when dealing with public concerns, issues, and questions.

Performs other related duties as required, or assigned by Supervisor and/or Town Manager.

Required Knowledge, Skills and Abilities:

Ability to understand and follow oral instructions.

Good knowledge of use and care of hand tools.

Good knowledge of operation related power tools.

Good physical condition and ability to perform heavy manual labor for prolonged periods of time, often under adverse weather conditions.

Ability to work cooperatively and harmoniously with others.

Must have a valid Maryland driver's license.

Desired Qualifications:

Graduate of an accredited high school.

Job Title:

Maintenance Worker II

Job Description:

This is experienced-level, semi-skilled manual labor involving a variety of indoor/outdoor maintenance tasks on municipality-owned buildings, grounds, parking lots, and streets. The employee may receive assignments orally and in writing and work is performed under general supervision. Close supervision may be required for new or unusual work assignments. Work involves the use of manual tools and small power tools and equipment. May include prolonged exposure to adverse weather conditions, and require availability for emergency call back outside normal working hours. This is an hourly wage rate position, and may require some evening and weekend work.

Examples of Work: (Illustrative only)

Cuts grass and weeds on municipal grounds.

Cleans municipal parking lots of litter.

Repairs and replaces street signs and poles and parking meter poles.

Paints curbing, street markings, benches and trash receptacles.

Waters and fertilizes grass and shrubs and sprays insecticide and weed

killers.

Uses common hand tools and small power tools and equipment.

May be detailed to individually perform special or routine assignments by immediate supervisor or higher-level official.

Must be able to maintain strict confidentiality when required.

Must be able to attend Mayor and Council meetings when requested by the Mayor and Council and/or the Town Manager.

Must be able to present a cheerful and neat appearance, and must be able to project an appropriate diplomatic manner when dealing with public concerns, issues, and questions.

Performs other related duties as required, or assigned by his/her supervisor and/or the Town Manager.

Required Knowledge, Skills and Abilities:

Ability to read and write and good mechanical aptitude.

Good knowledge of common hand tools and small power-operated tools and equipment.

Ability to understand and follow oral and written instructions.

Ability to perform moderate to heavy manual labor for prolonged periods of time, often under adverse weather conditions.

Replace defective fire hydrants.

Good physical condition and reliable attendance record.

Ability to work cooperatively and harmoniously with others.

Possession of valid Maryland Commercial driver's license.

Desired Qualifications:

Graduate of an accredited high school.

Job Title:

Maintenance Worker III

Job Description:

This is experience-level, unskilled manual labor requiring moderate to heavy physical exertion in the routine maintenance of municipal streets and other properties. Work involves use of manual tools and power-operated tools and equipment. Employees usually work as part of a small crew, receiving instructions orally, and under the general or specific supervision of a higher-level supervisor, depending on type of assignment. Work may include prolonged exposure to adverse weather conditions and require availability for emergency call-back outside normal working hours. This is an hourly wage rate position, and may require some evening and weekend work.

The worker performs duties using a greater degree of independent action and discretion based on previous experience and competent performance.

Examples of Work: (Illustrative only)

Digs trenches and holes with pick and shovel for road repairs, tree planting, signal or sign installation, guard rails, etc.

Operates air hammer to break up asphalt, cement and other hard surfaces.

Cleans gutters, culverts, storm drains, manholes, and other drainage structures of leaves, brush, litter and other debris.

Loads and unloads stone, gravel, dirt, asphalt and other materials from trucks, wheelbarrows, and other carriers.

Performs simple repairs on or around manhole covers.

Flags traffic.

Cleans vehicles, buildings, shop areas, grounds and related tools and equipment.

Uses a variety of hand and power tools such as picks, shovels, pitchforks, air hammers, brushes, hand temps, air compressor, etc.

Manually spreads salt and sand and shovels snow.

May be detailed to individually perform special or routine assignments by immediate supervisor or higher-level official.

Replace defective fire hydrants.

May drive leaf vacuum truck and/or pick up leaves using vacuum leaf machine.

May act as relief worker on sanitation crew.

Performs other related duties as required, or assigned by his/her Supervisor(s) and/or the Town Manager.

Must be able to maintain strict confidentiality when required.

Must be able to attend Mayor and Council meetings when requested by the Mayor and Council and/or the Town Manager.

Must be able to present a cheerful and neat appearance, and must be able to project an appropriate diplomatic manner when dealing with public concerns, issues and questions.

Required Knowledge, Skills and Abilities:

Ability to understand and follow oral instructions.

Good knowledge of use and care of hand tools.

Good knowledge of operation related power tools.

Good physical condition and ability to perform heavy manual labor and various activities.

Must have a valid Commercial Driver's License.

Desired Qualifications:

Graduated from an accredited high school.

Job Title:

Director of Public Works

Job Description:

The Superintendent of Public Works is a department head level position responsible for managing one of the largest departments in the Town. The Public Works Department is responsible for the construction and maintenance of the Town's infrastructure which includes streets, sidewalks, sewer system, water system, and public buildings. This department is also responsible for refuse collection and maintenance of all public grounds. This is a salaried position and may require some evening and weekend work.

Examples of Work: (Illustrative only)

1. Determines the manpower and equipment required to accomplish a given Public Works job; utilizes assigned personnel as needed. Maintains records of time spent on given jobs, as well as attendance records of individuals. Supervises the collection of refuse, maintenance of the Town's streets and by-ways, culverts, bridges, traffic signs and symbols; assists the various employees, when necessary, training them in the operation of equipment and in the proper use of material. Periodically inspects the Town's sidewalks and reports results to the Town Manager so that property owners may be officially notified. Acts upon complaints and orders corrective measures to be taken when necessary.
2. Supervises the operation and maintenance of the water distribution and sewage collection system to include laying of new lines, the installation and maintenance of all service lines, main valves and

hydrants; locates services and mains for contractors; keeps water supply clean by maintaining filters, mains, and clear wells in good condition; sets and repairs meters and checks on their readings. Annually furnishes data to the Clerk of Federalsburg to assist in the preparation of the budget; interviews potential employees and explains work rules to newly hired individuals; assists employees when necessary to alleviate problems and to motivate them to increase productivity; renders periodic performance evaluation and uses that tool to compliment employees on strength and discusses weaknesses with a view to assisting the employee in overcoming same; when necessary, recommends employees to be terminated and/or additional personnel positions to be created.

3. Obtains information regarding characteristics of water to be treated; makes changes in operation of the various pumping stations; makes changes in flow and low conditions; establishes, maintains and completes records on water treatment operations; supervises, instructs and trains personnel in the areas of operating theory and practice, as well as safety.
4. Determines thorough knowledge of safety of workers on the job and assures that equipment receives periodic maintenance; performs other duties as required by the Town Manager.
5. Must be able to maintain strict confidentiality when required.
6. Must be able to attend Mayor and Council meetings when requested by the Mayor and Council and/or the Town Manager.
7. Must be able to present a cheerful and neat appearance and must be able to project an appropriate diplomatic manner when dealing with public concerns, issues and questions.

Required Knowledge, Skills and Abilities:

Working knowledge of road maintenance equipment, of automotive maintenance and repair, the elements of supervision and a strong ability to motivate and lead others. Ability to communicate effectively and diplomatically with employees and the public, to read and comprehend technical English and engineering drawings. To teach accident prevention methods and to apply first-aid when needed; to operate trucks, air compressors, boring machine, temper, tap machine and pumps; ability to manage the work and make optimum use of available manpower and materials.

Thorough knowledge of water treatment operations, machinery and type of training necessary of the mechanical conditions of the equipment, as well as techniques used in potable water treatment.

Considerable knowledge of safety, accident prevention and first-aid methods.

Ability to walk, climb short ladders and the ability to lift material weighing 50 pounds; working knowledge of proper sampling techniques required by State laws and regulations pertaining to potable water as set forth in the latest edition of "Standard Methods for the Examination of Water and Wastewater."

Required Licenses:

The incumbent should acquire the following licenses:

1. State of Maryland Class Four Wastewater Treatment Operator Certification.
2. State of Maryland Class One Water Treatment Operator Certification.
3. Maryland Class B Driver's License.

Desired Qualifications:

1. Knowledge of surveying and an interest in furthering knowledge of road construction methods, material and equipment.
2. Experience, training or schooling in plumbing and a Class C Certificate as Water Distribution Systems Superintendent.

Job Title:

Assistant Superintendent of Public Works

Job Description:

The Assistant Superintendent of Public Works is responsible for assisting in managing one of the largest departments in the Town. The Public Works Department is responsible for the construction and maintenance of the Town's infrastructure which includes streets, sidewalks, sewer system, water system, and public buildings. This department is also responsible for refuse collection and maintenance of all public grounds. This is a salaried position and may require some evening and weekend work. This position reports directly to the Superintendent of Public Works.

Examples of Work: (Illustrative only)

1. Assists in determining the manpower and equipment required to accomplish a given Public Works job; utilizes assigned personnel as needed. Maintains records of time spent on given jobs, as well as attendance records of individuals. Assists in supervising the collection of refuse, maintenance of the Town's streets and by-ways, culverts, bridges, traffic signs and symbols; assists the various employees, when necessary, training them in the operation of equipment and in the proper use of material. Periodically inspects the Town's sidewalks and reports results to the Superintendent of Public Works so that property owners may be officially notified. Acts upon complaints and orders corrective measures to be taken when necessary.
2. Assists in supervising the operation and maintenance of the water distribution and sewage collection system to include laying of new

lines, the installation and maintenance of all service lines, main valves and hydrants; locates services and mains for contractors; keeps water supply clean by maintaining filters, mains, and clear wells in good condition; sets and repairs meters and checks on their readings. Annually furnishes data to the Superintendent of Public Works to assist in the preparation of the budget; interviews potential employees and explains work rules to newly hired individuals; assists employees when necessary to alleviate problems and to motivate them to increase productivity; assists in rendering periodic performance evaluation and uses that tool to compliment employees on strength and discusses weaknesses with a view to assisting the employee in overcoming same; when necessary, assists in recommending employees to be terminated and/or additional personnel positions to be created.

3. Obtains information regarding characteristics of water to be treated; makes changes in operation of the various pumping stations; makes changes in flow and low conditions; establishes, maintains and completes records on water treatment operations; supervises, instructs and trains personnel in the areas of operating theory and practice, as well as safety.
4. Determines thorough knowledge of safety of workers on the job and assures that equipment receives periodic maintenance; performs other duties as required by the Town Manager.
5. Must be able to maintain strict confidentiality when required.
6. Must be able to attend Mayor and Council meetings when requested by the Mayor and Council and/or the Town Manager and the Superintendent of Public Works.
7. Must be able to present a cheerful and neat appearance and must be

able to project an appropriate diplomatic manner when dealing with public concerns, issues and questions.

Required Knowledge, Skills and Abilities:

Working knowledge of road maintenance equipment, of automotive maintenance and repair, the elements of supervision and a strong ability to motivate and lead others. Ability to communicate effectively and diplomatically with employees and the public, to read and comprehend technical English and engineering drawings. To teach accident prevention methods and to apply first-aid when needed; to operate trucks, air compressors, boring machine, temper, tap machine and pumps; ability to manage the work and make optimum use of available manpower and materials.

Thorough knowledge of water treatment operations, machinery and type of training necessary of the mechanical conditions of the equipment, as well as techniques used in potable water treatment.

Considerable knowledge of safety, accident prevention and first-aid methods.

Ability to walk, climb short ladders and the ability to lift material weighing 50 pounds; working knowledge of proper sampling techniques required by State laws and regulations pertaining to potable water as set forth in the latest edition of "Standard Methods for the Examination of Water and Wastewater."

Required Licenses:

The incumbent should acquire the following licenses:

1. State of Maryland Class Four Wastewater Treatment Operator Certification.
2. State of Maryland Class One Water Treatment Operator Certification.
3. Maryland Class B Driver's License.

Desired Qualifications:

1. Knowledge of surveying and an interest in furthering knowledge of road construction methods, material and equipment.
2. Experience, training or schooling in plumbing and a Class C Certificate as Water Distribution Systems Superintendent.

Job Title:

Wastewater Supervisor

Job Description:

This is a supervisory position in the Wastewater Treatment facility. The employee in this position, under the direction of the Town Manager, exercises supervision over all activities in the Treatment Plant and Pumping Stations. This is a salaried position, any may require some holiday, evening and weekend work.

Examples of Work:

Plans assignments for personnel; obtains information regarding characteristics of wastewater to be treated; directs changes in the operation of the various units within the Plant as well as in the operation of the various pumping stations; proposes modifications to equipment within the Plant; makes changes in flow and load conditions; helps in the establishment, maintenance and completion of records on Plant operations; supervises, instructs and trains personnel in the area of operating theory and practice and safety; conducts tours of the Plant for educational purposes; coordinates and communicates with superiors and subordinates as well as service organizations on subjects relating to the wastewater problems; works in the preparation of the budget; frequently tours the facility to check all phases of Plant operation; performs chemical analysis or physical examination for: pH, chlorine residual, settleable solids, suspended solids, chlorides, total solids, volatile solids, phosphates, sulfates, and conducts laboratory operations; prepares records and reports; samples, tests, and measures flow for the surveillance and monitoring of industrial waste discharges to the Municipal sewerage system; takes appropriate actions when he/she detects unusual changes in test results.

Must be able to maintain strict confidentiality when required.

Must be able to attend Mayor and Council meetings when requested by the Mayor and Council and/or the Town Manager.

Must be able to present a cheerful and neat appearance, and must be able to project an appropriate diplomatic manner when dealing with public concerns, issues, and questions.

Required Knowledge, Skills and Abilities:

Thorough knowledge of Wastewater Treatment Plant operations and machinery. Considerable knowledge of safety, accident prevention, first aid methods, and the elements of supervision. Basic knowledge of potable water treatment process. Basic knowledge of chemistry and biology and proper sampling techniques and required laboratory analysis procedures, as set forth in the latest edition of "Standard Methods for the Examination of Water and Waste Water," to include testing for biochemical oxygen demand.

Ability to train entry level employees; to communicate effectively orally and in writing; to read engineering drawings and to solve algebraic problems; to use the pH meter, portable laboratory kit, adding machine and other equipment needed to conduct the analysis; ability to drive light trucks; be honest, mature and able to manage people.

Physically: Vision must be corrected to enable incumbent to read print; incumbent must be sufficiently able to move about to get to all parts of the facility, to perform any of the required functions; must be able to climb short ladders, enter wells and work alone for extended periods of time.

Required Licenses:

The following licenses should be obtained:

1. State of Maryland Class Four Wastewater Treatment Operator Certification.
2. State of Maryland Class One Water Treatment Operator Certification.
3. Possession of a valid Maryland Driver's License.

Desired Qualifications:

1. An A.A. degree in the natural or physical sciences and appropriate course work in waste water management.
2. Experience, training, or schooling in plumbing and Wastewater Distribution Systems as a Superintendent.

Job Title:

Wastewater Operator II

Job Description:

This is a lead-level technical work in the operations of the Waste Water Treatment Plant including process monitoring tests. Work is performed under the general direction of the Director of Public Works, and may be generally performed out of doors. This position may require availability for call back duty for emergencies outside of normal working hours. This is an hourly wage rate position, and may require some evening and weekend work.

Examples of Work: (Illustrative only)

Operates treatment facilities to control flow and processing of waste water, sludge and effluent.

Monitors gauges, meters and control panels.

Observes variations in operating conditions and interprets meter and gauge readings and test results to determine processing requirements.

Operates valves and gates either manually or by remote control.

Starts and stops pumps, engines and generators to control and adjust flow and treatment processes.

Extracts samples and performs routine laboratory tests and analyses.

Performs minor routine maintenance functions on equipment.

Oversees and maintains Pretreatment program.

Makes operating decisions in absence of supervisory personnel.

Must be able to maintain strict confidentiality when required.

Must be able to attend Mayor and Council meetings when requested by the Mayor and Council and/or the Town Manager.

Must be able to present a cheerful and neat appearance, and must be able to project an appropriate diplomatic manner when dealing with public concerns, issues, and questions.

Performs other related duties as required, or assigned by the Wastewater Treatment Superintendent and/or Town Manager.

Required Knowledge, Skills and Abilities:

Completion of high school and considerable experience and training in waste water treatment plant operations and maintenance. An equivalent combination of experience and training may be accepted.

Good knowledge of processes and equipment involved in waste water treatment and sludge handling.

Ability to maintain and evaluate records.

Ability to establish and maintain effective communication and working relationship with supervisor and other employees.

Good physical condition and ability to perform moderate physical exertion involved in the operations of equipment both in and out-of-doors, often under adverse weather conditions and exposure to fumes, odors and dust.

Required Licenses:

The following licenses should be obtained:

1. State of Maryland Class Four Wastewater Treatment Operator Certification.
2. State of Maryland Class One Water Treatment Operator Certification.
3. Possession of valid Maryland Driver's License.

Job Title:

Water Supervisor

Job Description:

This position requires administrative, supervisory and technical work involving the coordinating and directing of operations of the Town's Municipal Water System. This is in accordance with pertinent public health and engineering standards. Work is performed with considerable latitude for independent judgment within established policies, procedures and technical regulations. Employee is under the general direction of the Town Manager. Work is performed for call-back duty for emergencies outside of normal working hours. This is a salaried position, and requires holiday, evening and weekend work.

Examples of Work: (Illustrative only)

Plans, coordinates and supervises the operation and maintenance of the Town's Water Department its components and associated facilities.

Is responsible for requisitioning needed machinery, parts and supplies.

Exercises supervision over water operations, maintenance and support personnel.

Makes recommendations on the improvement of facilities and processes.

Conducts trouble shooting and has a preventive maintenance program.

Attends meetings as required.

Supervises all necessary laboratory tests in accordance with pertinent standards and regulations.

Advises Director of Public Works and the Town Manager of needed personnel, equipment, materials, and supplies and may review or work up specifications and supply budget estimates.

Maintains pertinent records on personnel, equipment, and projects.

May investigate and handle complaints regarding water distribution problems and initiate remedial action.

Reviews pertinent literature and keeps abreast of current technology and legislation relating to water resources, treatment and operations.

Prepares and submits reports and records as required.

Reads and installs water services to properties, inspects and assists with water main repairs and services, replaces water meters, services fire hydrants and water tanks, and installs residential meter pits and coordinates the installation of commercial and industrial meter pits.

Operates loader, over five (5) tons, and may operate four wheel drive trucks, shovel, tar pot, snowplow, backhoe and roto-rooter.

Performs first echelon maintenance on all water system related equipment used.

Must be able to maintain strict confidentiality when required.

Must be able to attend Mayor and Council meetings when requested by the Mayor and Council and/or the Town Manager.

Must be able to present a cheerful and neat appearance, and must be able to project an appropriate diplomatic manner when dealing with public concerns, issues, and questions.

Performs other related work as required, by the Town Manager.

Obtains information regarding characteristics of water to be treated; makes changes in flow and low conditions; establishes, maintains and completes records on water treatment operations.

Required Knowledge, Skills and Abilities:

Thorough knowledge and ability regarding the installation of water mains and fire hydrants; and knowledge of how to operate other minor new construction projects. Working knowledge of the operation of trucks and the care and routine maintenance of any vehicles and gasoline engines; of traffic regulations of the State of Maryland; the safe operating limits of the operated vehicle. Ability to supervise the maintenance and appearance of

assigned vehicle and to supervise minor maintenance functions to include servicing the vehicle, changing tires, replacing fuses, and touching up paint.

Thorough knowledge and good ability to operate a tapping machine, boring machine, and K12 rescue saw.

Ability to work on the outside under adverse weather conditions and to pass the required departmental physical examination for this position.

Working knowledge of proper sampling techniques required by State laws and regulations pertaining to potable water as set forth in the latest edition of "Standard Methods for the Examination of Water and Wastewater."

Required Licenses:

1. Must have, or be able to acquire, a Maryland State Department of the Environment Water Superintendent's License.
2. State of Maryland Class Four Wastewater Treatment Operator Certification.
3. State of Maryland Class One Water Treatment Operator Certification.
4. Possession of valid Maryland Driver's License.

Desired Qualifications:

1. Graduated from an accredited high school and completed one or more college courses in Water Quality Management.

2. Experience, training or schooling in plumbing, water distribution and a Class C Certificate in Water.

Job Title:

Water/Wastewater Operator I

Job Description:

This is a semi-skilled position in the Department of Public Works. An employee in this class, under general supervision of the Director of Public Works, assists in the maintenance of the water and wastewater systems. May be utilized as Motor Equipment Operator; or as a refuse collector and street maintenance worker. This is an hourly wage rate position, and requires weekend work and some evenings.

Examples of Work: (Illustrative only)

Assists in installation and repair of water mains and services, replacement of water meters, servicing of fire hydrants and water tanks;

Assists in installing meter pits; various requests to turn water meters on and/or off; and regular meter change out requests as needed;

Assist White Marsh with meter reading and/or any problems;

May be required to drive a truck and operate roto-rooter, tapping machine, boring machine and K12 rescue saw;

Operate Sludge Press, ensure sludge is pushed up and free from press, and haul sludge to landfill for disposal;

Any building maintenance required for Wells, Lift Stations, Pump Stations and the Wastewater Treatment Plant;

Assist with street work and other various Maintenance duties as needed.

Required Knowledge, Skills and Abilities:

Working knowledge of the operation of trucks, the care and routine maintenance of such vehicles and gasoline engines; of traffic regulations of the State of Maryland; the safe operating limits of the operated vehicle. Ability to maintain the appearance of the assigned vehicle and perform minor maintenance functions, such as changing oil, lubricating, servicing oil and air filters, changing tires, watching oil levels in engine and gear cases, replacing fuses in lamps, touching up paint and more difficult maintenance functions under the supervision of an automotive mechanic. Working knowledge of the operation of an air compressor, air hammer, wacker tamper, tapping machine and K12 rescue saw.

High mechanical aptitude and ability to pass the departmental physical examination as required for this position; ability to work on the outside under adverse weather conditions; willingness and ability to adhere to both written and oral instructions; must be dependable and punctual.

Must be able to present a cheerful and neat appearance, and must be able to project an appropriate diplomatic manner when dealing with public concerns, issues, and questions.

Must be able to maintain strict confidentiality when required.