

**Mayor and Council of Federalsburg
Monthly Meeting
Monday, June 7, 2021 @ 6:00 P.M.**

This Meeting is being held at the Mayor and Council Meeting Room.

SPECIAL NOTICE: Due to the current COVID-19 pandemic, there will be no public access to the Mayor and Council Meeting Room. Citizens who wish to participate by video shall follow directions listed below:

Join Zoom Meeting

<https://us02web.zoom.us/j/89032661959?pwd=amhGL0ZpT1RHVjZRdmU1UTNzcGx3Zz09>

Meeting ID: 890 3266 1959

Passcode: Pcp8xq

Agenda

- I. Call to Order**
- II. Welcome\ Pledge of Allegiance**
- III. Approval of Previous Month's Minutes**
- IV. Ordinance No. 2021-06 - AN ORDINANCE OF THE MAYOR AND COUNCIL OF FEDERALSBURG ADOPTING A GENERAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND ESTABLISHING A TAX RATE OF \$.88 PER \$100 OF ASSESSED REAL PROPERTY VALUE AND A TAX RATE OF \$1.65 PER \$100 ON ALL COMMERCIAL OR BUSINESS PERSONAL PROPERTY AND ALL RAILROAD AND UTILITY PROPERTY; ESTABLISHING AND ADOPTING THE SAME SERVICE AND ADMINSTRATIVE FEE FOR SEMI-ANNUAL BILLINGS AS ADOPTED BY CAROLINE COUNTY; ESTABLISHING A QUARTERLY WASTE COLLECTION FEE IN THE AMOUNT OF \$39.55 PER QUARTER FOR**

COMMERCIAL PROPERTIES WHICH RECEIVE WASTE COLLECTION SERVICES AND FOR ALL RESIDENTIAL PROPERTIES LOCATED WITHIN THE CORPORATE TOWN BOUNDARIES; AND ESTABLISHING A \$6.00 PER ITEM CHARGE FOR EXTRA WASTE COLLECTION ITEMS

- V. St. Michael's Winery Request for Consideration of Partial Reduction in Sewer Fees**
- VI. Approval of Contract for Rehabilitation of Log Cabin**
- VII. Review of Proposed Text Amendments and Administrative Process Related to Town Code Chapter 197, Articles I, II, and III**
- VIII. Date for July Regular Meeting**
- IX. Request for Executive Session – Personnel Matters**
- X. Mayor & Council Action Items**
 - * Councilmember Windsor**
 - * Councilmember Sewell**
 - * Councilmember Phillips**
 - * Councilmember Morean**
 - * Mayor Abner**
- XI. Adjournment**

NOTES:

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

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

Rules for Public Comment

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

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

Mayor and Council of Federalsburg
Regular Monthly Meeting
May 3, 2021 @ 6:00 pm

The Mayor & Council of Federalsburg held their regular monthly meeting on Monday, May 3, 2021 at 6:00 pm. Those in attendance were Mayor Abner and Councilmembers Phillips, Morean, Windsor and Sewell. Also in attendance were Lyndsey Ryan, Town Attorney, staff, citizens and media. This meeting was held via Zoom for the public, due to the nationwide coronavirus. The Mayor and Council and Town Manager attended in person, Lyndsey Ryan, Town Attorney and town staff attended via zoom.

Mayor Abner called the meeting to order at 6:00 pm and welcomed all guests.

Public Hearings

Mayor gave summary of building code ordinances below:

Ordinance No. 2021-01 - An Ordinance of the Mayor and Council of Federalsburg to adopt the 2021 Edition of the International Building Code for One and Two Family Dwellings, as modified by the Maryland Building Performance Standards, and as further amended by this Ordinance, as the Residential Code of the Town of Federalsburg, and repealing all Ordinances inconsistent herewith.

Councilmember Sewell made a motion seconded by Councilmember Windsor and unanimously approved by a vote of five to zero to open the public hearing for Ordinance No. 2021-01, which is an Ordinance of the Mayor and Council of Federalsburg to adopt the 2021 Edition of the International Building Code for One and Two Family Dwellings.

There were no comments from the Mayor and Council or the public. Councilmember Phillips made a motion seconded by Councilmember Morean and unanimously approved by a vote of five to zero to close the public hearing for Ordinance No. 2021-01.

Ordinance No. 2021-02 – An Ordinance of the Mayor and Council of Federalsburg to adopt the 2021 Edition of the International Property Maintenance Code, as amended by this Ordinance, as the Property Maintenance Code of the Town of Federalsburg, and repealing all Ordinances in conflict herewith

Councilmember Morean made a motion seconded by Councilmember Phillips and unanimously approved by a vote of five to zero to open the public hearing for Ordinance No. 2021-02, which is an Ordinance of the Mayor and Council of Federalsburg to adopt the 2021 Edition of the International Property Maintenance Code.

There were no comments from the Mayor and Council or the public. Councilmember Morean made a motion seconded by Councilmember Phillips and unanimously approved by a vote of five to zero to close the public hearing for Ordinance No. 2021-02.

Ordinance No. 2021-03 – An Ordinance of the Mayor and Council of Federalsburg to adopt the 2021 Edition of the International Existing Building Code, as amended by this Ordinance, as the Existing Building Code of The Town of Federalsburg, and repealing all Ordinances in conflict herewith.

Councilmember Phillips made a motion seconded by Councilmember Windsor and unanimously approved by a vote of five to zero to open the public hearing for Ordinance No. 2021-03, which is an Ordinance of the Mayor and Council of Federalsburg to adopt the 2021 Edition of the Existing Building Code of The Town of Federalsburg.

There were no comments from the Mayor and Council or the public. Councilmember Sewell made a motion seconded by Councilmember Phillips and unanimously approved by a vote of five to zero to close the public hearing for Ordinance No. 2021-03.

Ordinance No. 2021-04 – An Ordinance of the Mayor and Council of Federalsburg adopting the 2021 Edition of the International Building Code, as modified by the Maryland Building Performance Standards, and as further amended by this Ordinance, as the Building Code of the Town of Federalsburg, and repealing all Ordinances inconsistent herewith

Councilmember Morean made a motion seconded by Councilmember Sewell and unanimously approved by a vote of five to zero to open the public hearing for Ordinance No. 2021-04, which is an Ordinance of the Mayor and Council of Federalsburg to adopt the 2021 Edition of the International Building Code, as modified by the Maryland Building Performance Standards.

There were no comments from the Mayor and Council or the public. Councilmember Windsor made a motion seconded by Councilmember Phillips and unanimously approved by a vote of five to zero to close the public hearing for Ordinance No. 2021-04.

Ordinance No. 2021-05 – An Ordinance of the Mayor and Council of Federalsburg adopting the 2021 Edition of the International Energy Conservation Code, as modified by the Maryland Building Performance Standards, and as further amended by this Ordinance, as the Energy Conservation Code of the Town of Federalsburg, and repealing all Ordinances in conflict herewith

Councilmember Sewell made a motion seconded by Councilmember Windsor and unanimously approved by a vote of five to zero to open the public hearing for Ordinance No. 2021-05, which is an Ordinance of the Mayor and Council of Federalsburg to adopt the 2021 Edition of the International Energy Conservation Code, as modified by the Maryland Building Performance Standards.

There were no comments from the Mayor and Council or the public. Councilmember Windsor made a motion seconded by Councilmember Phillips and unanimously approved by a vote of five to zero to close the public hearing for Ordinance No. 2021-05.

Welcome of Guests and Pledge of Allegiance

Mayor Abner welcomed all guests present and welcomed Pastor Ray for the Prayer of Invocation

The Mayor then led the group in reciting the Pledge of Allegiance, and called the meeting to order at 6:07 pm.

Minutes

Councilmember Sewell made a motion seconded by Councilmember Phillips and unanimously passed by a vote of five to zero to approve the previous months' minutes as presented.

Ordinances

Ordinance No. 2021-01 - An Ordinance of the Mayor and Council of Federalsburg to adopt the 2021 Edition of the International Building Code for One and Two Family Dwellings, as modified by the Maryland Building Performance Standards, and as further amended by this Ordinance, as the Residential Code of the Town of Federalsburg, and repealing all Ordinances inconsistent herewith.

Councilmember Sewell made a motion seconded by Councilmember Windsor and unanimously approved by vote of five to zero adopting the 2021 Edition of the International Building Code for One and Two Family Dwellings.

Ordinance No. 2021-02 – An Ordinance of the Mayor and Council of Federalsburg to adopt the 2021 Edition of the International Property Maintenance Code, as amended by this Ordinance, as the Property Maintenance Code of the Town of Federalsburg, and repealing all Ordinances in conflict herewith

Councilmember Morean made a motion seconded by Councilmember Phillips and unanimously approved by vote of five to zero adopting the 2021 Edition of the International Property Maintenance Code.

Ordinance No. 2021-03 – An Ordinance of the Mayor and Council of Federalsburg to adopt the 2021 Edition of the International Existing Building Code, as amended by this Ordinance, as the Existing Building Code of The Town of Federalsburg, and repealing all Ordinances in conflict herewith.

Councilmember Phillips made a motion seconded by Councilmember Sewell and unanimously approved by vote of five to zero adopting the 2021 Edition of the International Existing Building Code.

Ordinance No. 2021-04 – An Ordinance of the Mayor and Council of Federalsburg adopting the 2021 Edition of the International Building Code, as modified by the Maryland Building Performance Standards, and as further amended by this Ordinance, as the Building Code of the Town of Federalsburg, and repealing all Ordinances inconsistent herewith

Councilmember Sewell made a motion seconded by Councilmember Phillips and unanimously approved by vote of five to zero adopting the 2021 Edition of the International Building Code, as modified by the Maryland Building Performance Standards.

Ordinance No. 2021-05 – An Ordinance of the Mayor and Council of Federalsburg adopting the 2021 Edition of the International Energy Conservation Code, as modified by the Maryland Building Performance Standards, and as further amended by this Ordinance, as the Energy Conservation Code of the Town of Federalsburg, and repealing all Ordinances in conflict herewith

Councilmember Morean made a motion seconded by Councilmember Windsor and unanimously approved by vote of five to zero adopting the 2021 Edition of the International Energy Conservation Code, as modified by the Maryland Building Performance Standards.

Log Cabin Project - Larry DiRe, Town Manager reported that one bid had been received for the Chambers Park Log Cabin repairs, from Mr. Victor McSorley in the amount of \$38,400. The approved budgeted amount for this project is \$35,427. Larry has talked with the contractor about repricing his estimate, and also received a commitment from a local business to donate logs for the project.

Councilmember Windsor noted that there is a massive amount of wood boring bees around the cabin and questioned if this would be a problem. Larry stated that the contractor will fix this problem also during the construction.

Councilmember Sewell made a motion seconded by Councilmember Windsor and unanimously passed by a vote of five to zero to award the Log Cabin repair project, not to exceed the amount of the grant.

Aquacon - Lyndsey Ryan, Town Attorney spoke with Bob Rauch this evening and she requested that discussion on this topic be tabled, because they may have come up with another easement option.

FY 2021-22 Proposed Budget -

Larry DiRe, Town Manager reviewed the FY21-22 proposed operating budget and various topics such as Capital Projects and the Stormwater Project at the Marina. He also stated that staff was not recommending an increase in Real Estate Property Taxes or Personal Property Taxes, those rates would remain the same. Real Estate Rate - \$.88 and Personal Property Rate - \$1.65

The Mayor and Council will need to decide if they would like to hire out garbage collection services or continue collection with town staff and equipment. If the Town continues to conduct garbage collection services, we will need to begin looking at purchasing a new truck.

There was some discussion about more closely monitoring what residents put into the cans, and issuing fines for items that are unacceptable. This may require a review of the garbage collection ordinance for legality. The private contractor has staff actually dumping the garbage cans themselves. The Mayor and Council requested more information on what repairs are needed to the Town's existing garbage truck and possible options for purchasing a new truck.

Councilmember Phillips made a motion seconded by Councilmember Windsor and unanimously approved by a vote of five to zero approving the Real Estate and Personal Property taxes rates. A public hearing will be scheduled for the June 7th meeting.

Mayor & Council Action Items

Councilmember Windsor - Nothing at this time.

Councilmember Sewell - Councilmember Sewell thanked the Town Manager for all the work on the budget.

Councilmember Phillips - Councilmember Phillips stated that he would like to see the Log Cabin project completed before next budget year. This expense can be encumbered if not completed in time.

Councilmember Morean - Councilmember Morean asked if the Solar Project was owned by the town or Aolar Lane. He stated that if Solar Lane is still in control of the project, they should cut the grass until the project is closed out.

Mayor Abner - Mayor Abner thanked everyone for assisting with the cleanup in Chambers Park. She stated that there seems to be many more people at the marina and requested another trash can be placed near the corner and near the bridge by Davis Meadow.

The FVFC Chicken BBQ is always held on the second Saturday of each month.

The Lions Club sandwich sale is always on the fourth Friday of each month, except July and August.

Adjournment

Councilmember Sewell made a motion seconded by Councilmember Phillips and unanimously passed by a vote of five to zero to adjourn the meeting at 6:46 pm.

Respectfully submitted,

Kristy L. Marshall

Clerk-Treasurer

ORDINANCE NO. 2021-06

AN ORDINANCE OF THE MAYOR AND COUNCIL OF FEDERALSBURG ADOPTING A GENERAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND ESTABLISHING A TAX RATE OF \$.88 PER \$100 OF ASSESSED REAL PROPERTY VALUE AND A TAX RATE OF \$1.65 PER \$100 ON ALL COMMERCIAL OR BUSINESS PERSONAL PROPERTY AND ALL RAILROAD AND UTILITY PROPERTY; ESTABLISHING AND ADOPTING THE SAME SERVICE AND ADMINISTRATIVE FEE FOR SEMI-ANNUAL BILLINGS AS ADOPTED BY CAROLINE COUNTY; ESTABLISHING A QUARTERLY WASTE COLLECTION FEE IN THE AMOUNT OF \$39.55 PER QUARTER FOR COMMERCIAL PROPERTIES WHICH RECEIVE WASTE COLLECTION SERVICES AND FOR ALL RESIDENTIAL PROPERTIES LOCATED WITHIN THE CORPORATE TOWN BOUNDARIES; AND ESTABLISHING A \$6.00 PER ITEM CHARGE FOR EXTRA WASTE COLLECTION ITEMS

WHEREAS, Section C11-1 of the Federalsburg Town Charter requires the Town to establish and operate an annual budget; and

WHEREAS, the Town has determined that it is desirable and in the public interest, and consistent with state law, to establish a General Budget, which is set forth in the attached Exhibit “A”; and

WHEREAS, the Town has determined that it is desirable and in the public interest, and consistent with state law, to establish an Enterprise Budget for the Town’s water and wastewater operations, which is also set forth in the attached Exhibit “B” and

WHEREAS, the Town has determined that it is desirable and in the public interest, and consistent with state law to charge a service and administrative fee on semi-annual tax collection billings in the same amount as established by Caroline County, as set forth herein; and

WHEREAS, the Town has determined that it is desirable and in the public interest, and consistent with state law, to establish a quarterly waste collection and disposal fee in the amount of \$39.55 per quarter for commercial properties which receive waste collection services, and for all residential properties within the corporate boundaries of the Town; and

WHEREAS, the Town has determined that it is desirable and in the public interest, and consistent with state law, to establish a charge for extra waste collected in the amount of \$6.00 per item collected; and

NOW, THEREFORE, be it Ordained and Enacted by the Mayor and Council of Federalsburg, Maryland that the following tax rates and fees, revenue and expenditure estimates are adopted for Fiscal Year commencing July 1, 2021:

Section 1. General Fund

Section 2. Rate of Taxation on Real Property

Section 3. Rate of Taxation on Corporation

Section 4. Service and Administrative Fee

Section 5. Rate of Taxation on Railroad and Utility Property

Section 6. Waste Collection Fee

Section 1. General Fund

- A. That the following amounts shall be hereby appropriated for the expenditures designated for the fiscal year beginning July 1, 2021 and ending June 30, 2022 for the General Fund:

Activity Title	Approved Budget & Appropriation
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EXPENDITURES

General Government	\$ 506,774.00
Public Safety	\$ 1,159,520.00
Public Works	\$ 619,888.00
Recreation & Parks	\$ 20,800.00
Economic Development	\$ 4,950.00
Debt Service	\$ 63,317.00
Miscellaneous	<u>\$ 132,163.00</u>

TOTAL EXPENDITURES	<u>\$ 2,507,412.00</u>
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- B. That the following revenues are, in the consideration judgment of the Mayor and Council of Federalsburg a fair appraisal and estimate of the revenues available to finance this budget and these appropriations for the fiscal year beginning July 1, 2021 and ending June 30, 2022.

Source

REVENUES:

Taxes	\$ 2,138,260.00
Licenses & Permits	\$ 47,515.00
Revenue from other Agencies	\$ 51,390.00
Service Charges for Current Services	\$ 0.00
Public Safety	\$ 77,000.00
Sanitation and Waste Removal	\$ 179,000.00
Recreation	\$ 3,170.00
Fines and Forfeitures	\$ 100.00
Miscellaneous	<u>\$ 10,977.00</u>
TOTAL REVENUES	<u>\$2,507,412.00</u>

Section 2. Rate of Taxation on Real Estate Property

That the rate of taxation on real property to be taxed within the boundaries of the Town of Federalsburg, Maryland shall be and hereby is established as:

Eighty-eight Cents (\$0.88)

On each one hundred dollars (\$100) of value for the fiscal year beginning July 1, 2021 and ending June 30, 2022.

Section 3. Rate of Taxation on Business Personal Property, Utility Property & Certifications

That the rate of taxation for the fiscal year beginning July 1, 2021 and ending June 30, 2022, on any personal property to be taxed by the Town of Federalsburg, Maryland shall be and hereby is established as:

One Dollar and Sixty-five Cents (\$1.65)

On each one hundred dollars (\$100.00) of assessed valuation, unless otherwise provided for by the Tax Property Article of the Annotated Code of Maryland.

Section 4. Service and Administration Fee Collected by Caroline County Treasurers Office

That the rate of service and administrative fees on semi-annual billings assessed by the Caroline County Tax Office shall be and hereby is established as:

.55% service fee with a 10% administrative fee for 2020-2021. The fee and charge amount to .55%.

This is computed at 2% annual interest divided by twelve months, times three months, October, November & December, times 1.1% for the administrative fee.

The County administrative fee of one percent (1%) not to exceed; however, Thirteen Thousand Dollars (\$13,000.00) per year, of taxes collected.

Section 5. Rate of Taxation on Railroad and Utility Property

That the rate of taxation for the fiscal year beginning July 1, 2021 and including June 30, 2022 on any railroad and utility property to be taxed by the Town of Federalsburg, Maryland, shall be and hereby is established as:

One Dollar and Sixty-five cents (\$1.65)

On each one hundred dollars (\$100.00) of assessed valuation, unless otherwise provided for by Md. Code Ann., Tax-Property Article § 6-103.

Section 6. Waste Collection Fee

That the rate of waste collection and disposal fee within the boundaries of the Town of Federalsburg, Maryland shall not change and hereby is established as:

Thirty-Nine Dollars and Fifty-Five Cents (\$39.55) per quarter – Garbage Fee

Six Dollars (\$6.00) per item – Extra Waste Collection Fee

Section 7. 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.

Kimberly J. Abner
David A. Morean
Debra Sewell
David S. Phillips
Edward H. Windsor

Yea/Nay

I hereby certify that the above Ordinance was passed by a yea and nay vote of the Council this _____ day of June, 2021.

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 June, 2021.

Kristy L. Marshall, Town Clerk

Approved as to form:

Lyndsey J. Ryan, Town Attorney

Date Introduced: _____

Date Amendments Introduced: _____

Date Passed: _____

Effective Date: _____



Mike McDermott <townmanager@federalsburg.org>

1300 Industrial Parkway - uses tiny fraction of wastewater treatment

6 messages

mark <mark@st-michaels-winery.com>

Mon, May 24, 2021 at 8:50 PM

Reply-To: mark <mark@st-michaels-winery.com>

To: "townmanager@federalsburg.org" <townmanager@federalsburg.org>

Cc: lindsay <lindsay@st-michaels-winery.com>

St. Michaels Winery
609 S Talbot Street
St. Michaels MD, 21663
Production Facility:
1300 Industrial Parkway
Federalsburg, MD
mark@st-michaels-winery.com
cell 410-253-2552

Town Manager
118 North Main Street
Federalsburg MD, 21632

Lawrence P. DiRe, Town Manager, Federalsburg, MD

I write to formally request that you take to Council for their consideration a reduction of the wastewater bill associated with [1300 Industrial Park Road, Federalsburg, MD](#) and occupied by Saint Micheals Winery.

I understand that the building's sewer bill is based on the assumption that any water that enters the building then leaves the building via the Town's wastewater collection system for treatment at its wastewater treatment plant. Just as in the case of Shore Water that assumption is incorrect.

In the case of 1300 Industrial Park Road, the existing restrooms are the only things connected to the Town's sewer. Saint Micheals Winery has three full time employees and a couple part time employees. When these employees use the restroom that modest amount of water goes into the town's sewer system.

You may ask, where does the rest of the water entering the building go?

Let me give you a couple examples: We regularly receive fruit juice concentrates that are then reconstituted at four parts water to one part juice concentrate. And ultimately leave the facility as wine in wine bottles.

Also, when local farmers bring us grapes the grapes arrive in 40 lb plastic harvest lugs. After the lugs are emptied we rinse them in the gravel parking lot to clean off any grape juice and leaves. After the harvest lugs are rinsed they are returned to the farmer to be used for future harvesting.

In short, we believe the portion of our water bill that has to do with processing the water at the waste water treatment plant should be reduced to something in the neighborhood of a three person office.

Thank you for your consideration in this matter. Saint Micheals Winery has paid the full rate for water and sewer for the last seven years as the occupant of the building and if at all possible would like to be considered for a refund for unused sewer services.

Sincerely yours,

Mark K. Emon
President St. Micheals Winery

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: June 7, 2021
RE: Log cabin rehabilitation contract review and approval

Following a public notice period and site visit for potential contractors, the town had the project bid opening on Friday April 16 2021. The town received one bid from a responsible and qualified bidder. That bid came in from Victor MacSorley Construction, Inc, from St. Michael's, MD, at a price of \$38,400. The approved project budget is \$35,427. Staff and the bidder have discussed the price difference, which is attributed to the three-year time lag from the date of the engineering report proposed budget (April 2018) to the present, regarding the current market cost of certain building materials. In particular the contractor cited to cost per "square" of cedar roofing shingles. Since the April 16th bid opening the staff has learned of a local wood product supplier willing to donate logs for replacement, which may reduce the project cost by approximately \$1,500 based on the bidder's rate of \$250\log. The bidder is also repricing the roofing materials from a 5\8" shingle to a 4\8" shingle, which provides cost savings but has a shorter effective life.

At the May 3, 2021 meeting the mayor and town council awarded the contract to Victor MacSorley Construction, Inc as a not to exceed the approved budget contract, and directed staff to work with the bidder to revise the scope of work.

Please see attached contract signed by the selected contractor. Staff is requesting mayor and town council review and approval as submitted.

AGREEMENT

THIS AGREEMENT, is made this 27 day of MAY, 2021, by and between the **TOWN OF FEDERALSBURG**, a Maryland municipal corporation (hereinafter referred to as the "Town"), and **VICTOR H. MACSORLEY CONSTRUCTION, INC.** (hereinafter referred to as the "Contractor").

WHEREAS, the Town of Federalsburg is the owner of certain real property located at 223 Kinder Street, Federalsburg, Maryland, which is identified on Caroline County Tax Map 201, as parcel 740, which is more particularly described in a deed to the Commissioners of Federalsburg, dated February 4, 1929, and recorded in the land records for Caroline County at Liber 90, folio 216 (the "Log Cabin"); and

WHEREAS, the Town solicited bids in connection with a Request for Proposal for the Reconstruction and Rehabilitation of the Town of Federalsburg Chambers Park Log Cabin, dated March 9, 2021 ("RFP 21-01"), which outlined certain work requested to be performed in connection with the Log Cabin as further described in the Invitation to Bid; and

WHEREAS, the Contractor submitted a proposal dated April 16, 2021 (hereinafter referred to as "Contractor's Proposal"); and

WHEREAS, after reviewing the proposals, the Federalsburg Mayor and Council accepted the Contractor's Proposal and awarded the bid to the Contractor, subject to the Town and the Contractor entering into a mutually acceptable contract and the Town receiving grant funds; and

WHEREAS, the Town and Contractor desire to enter into this Agreement for the completion of the work as outlined in RFP 21-01 and the Contractor's Proposal, as further described in this Agreement.

NOW THEREFORE, in consideration of the foregoing promises and the mutual covenants of the parties contained herein, the parties hereby agree as follows.

1. Incorporation of Documents. The following documents are incorporated by reference herein.

- 1.1 Request for Proposal 21-01 (**Exhibit 1**)
- 1.2 Contractor's Proposal (**Exhibit 2**)

2. Scope of Work. The Log Cabin property is improved with a historic building listed on the National Register of Historic Places. The Log Cabin was built in 1937 and is a single-story log structure with a gabled roof covered in original wooden shingles and a stone chimney. The project is for the rehabilitation and restoration of the Log Cabin to include a new cedar shake roof, replacement or repair of all windows and the front door, replacement of decayed and damaged logs, fascia and rake boards, the installation of new updated electric, and repair of the existing stone fireplace. Contractor agrees to perform the work outlined in RFP 21-01, attached

hereto as Exhibit 1, and as further described in this Section 2 (collectively the "Work"), as follows:

- 2.1 Remove existing roof and replace with new 5/8 x 18" treated cedar shake roof.
- 2.2 Repair and restore existing window sashes.
- 2.3 Restore front door and jamb.
- 2.4 Remove and replace fascia and rake boards with cedar select tight knot.
- 2.5 Repair the stone fireplace to make it structurally sound.
- 2.6 Upgrade the electric service by installing 4 receptacles with 100-amp service.
- 2.7 Repair and replace 8 exterior damaged logs on the exterior of the Log Cabin as depicted in the Exterior Assessments section of the Chambers Park Cabin Existing Assessment Report attached hereto.
- 2.8 Caulk approximately 25% of existing chinking.
- 2.9 Repaint, sand, and scrape exterior window trims.

3. **Timing and Schedule.** Contractor shall undertake the Work within fourteen (14) days of the Town issuing a written notice to proceed, or such other date as may be mutually agreeable to the parties. Contractor shall complete the Work within ninety (90) days of the issuance of the notice to proceed, unless the parties agree in writing to extend the schedule beyond the initial ninety (90) day period.

4. **Pre-Construction Meeting.** Prior to the commencement of the Work, Contractor shall meet on-site with the Town Manager, Larry DiRe and the Town's Code Enforcement Officer, John Garlick.

5. **Removal of Debris and Materials.** In performing the Work, Contractor shall take all reasonable steps to ensure that the removal of any structure, debris or material is undertaken in a safe manner that does not adversely affect the health, safety and welfare of the public or adjacent property owners. Contractor shall undertake reasonable efforts to ensure that debris and materials do not impede access along the public right-of-way and shall take reasonable measures to control the release of any substance, material or residue from the Log Cabin Property.

6. **Payments and Fees.** Contractor has submitted a fixed price bid for the Work in total lump sum amount of Thirty-Eight Thousand Four Hundred and 00/100 Dollars (\$38,400), which shall be paid in the following manner. The Town shall pay the Contractor an initial deposit in the amount of Ten Thousand Dollars (\$10,000), which the Contractor shall apply toward the first invoice. Contractor will bill for services rendered on a monthly basis for work completed. The Town shall retain the final ten percent (10%) of the fixed price until the parties schedule a walk-

through with the Town Manager and Code Enforcement Officer and the Town confirms that all Work has been completed. Upon confirmation that all of the Work has been completed, the Town will release the retainage.

7. Mediation and Arbitration.

7.1 In the event that a claim, dispute or other matter in question arises between the parties under this Agreement, the parties may elect to proceed with non-binding mediation in an effort to resolve the dispute.

7.2 In the event that that mediation is unsuccessful, any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

7.3 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

7.4 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.5 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.6 With the exception of claims for contribution and/or indemnification arising in connection with the claims of third-parties, all claims, disputes or other matters in question arising under this Agreement shall be brought, conducted, filed or maintained in Caroline County.

8. Termination or Suspension.

8.1 If the Town fails to make payments to Contractor without proper cause in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Contractor's option, cause for suspension of performance of services under this Agreement. If Contractor elects to suspend services, the Contractor shall give seven days' written notice to the Town before suspending services. In the event of a suspension of services, Contractor shall have no liability to the Town for delay or damage caused the Town because of such suspension of services. Before resuming services, the Contractor shall be paid all sums due prior to suspension.

YAM

8.2 If the Town suspends the Project, Contractor shall be compensated for services performed prior to notice of such suspension. If the Town suspends the Project for more than 90 cumulative days for reasons other than the fault of Contractor, Contractor may terminate this Agreement by giving not less than seven days' written notice.

8.3 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.4 In the event of termination not the fault of Contractor, Contractor shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

9. **Insurance.** Contractor has provided the Town with a Certificate of Liability Insurance, which is attached hereto and which is incorporated by reference herein. Contractor shall keep the same or similar insurance coverage in effect for the duration of the Agreement.

10. **Permits and Approvals.** The Town shall obtain any permits, approvals, licenses or easements necessary for the Project, at the Town's expense.

11. **Contractor Compliance with laws, ordinances, rules and regulations.** Contractor shall perform all Work in a workmanlike manner and in accordance with all laws, statutes, ordinances, rules and regulations, including building codes of any federal, state, county or town agency having jurisdiction over the same, applicable to the services provided by Contractor.

12. **Indemnification and Hold Harmless.** Contractor shall be responsible for any damages or injury of any kind to the extent caused by his negligence in connection with the Work. The Town shall not be liable for any injury or damage incurred or sustained by Contractor or his agents in connection with the Work, including any injury or damage caused by the condition of the building or the removal of any materials from the property. Contractor further agrees to indemnify and save harmless the Town from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and cost of every kind and nature, including reasonable attorney's fees incurred by, or asserted or imposed against the Town in connection with any claims brought by a third-party as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or cost, but only to the extent caused by, and in proportion to, the negligence of the Contractor or its agents and employees arising out of the performance of the Work.

13. **Funding Contingency.** The Town has applied for a grant which is administered through the Maryland Historical Trust ("MHT"). This Agreement is contingent upon the Town's receipt of grant funding through the MHT for the costs identified herein.

14. **No Assignment.** It is agreed that this Agreement may not be assigned by either party without the written consent of both parties.

15. **Notices.** Any notice, request, instruction or other document or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be

given (a) three (3) business days after being deposited in the mail, postage prepaid, for mailing by certified or registered mail, or (b) one (1) day after being deposited with an overnight courier, for overnight delivery, charges prepaid, in all cases addressed follows:

If to the Town, delivered or mailed to:

Mayor and Council of Federalsburg
118 North Main Street
P.O. Box 471
Federalsburg, Maryland 21632

If to the Contractor, delivered or mailed to:

Victor H. MacSorley Construction, Inc.
Attn: Victor H. MacSorley
P.O. Box 760
St. Michaels, Maryland 21663

16. Governing law. This Agreement shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of the State of Maryland.

17. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18. Section Headings. The Section headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning or interpretation of this Agreement or any of its terms and conditions.

19. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof; and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Town or Contractor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed personally or by their duly authorized officers or agents attested.

ATTEST:

Town of Federalsburg

Kimberly M. Jahnigen Abner, Mayor

Victor H. MacSorley Construction, Inc.



By: Victor H. MacSorley

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: June 7, 2021
RE: Review of town code of ordinances section 197, articles I, II, and III

Staff is requesting the mayor and town council review the above town code sections (attached) with the goal of clarifying procedure on permitting, inspections, fees, and connection to the general public street and public way drainage system. The current language, while clear on some aspects of sidewalk maintenance and improvement, lacks clarity for property owners on other matters including design and construction standards, permitting process and cost, inspection for completeness, obligation to manage for street trees and other objects within the verge, ownership of street trees and other objects in the verge, and handicap accessibility. Staff believes there is considerable need at present to make appropriate administrative improvements to the overall sidewalk, curb, and gutter systems around town and the initial step is reviewing and where necessary amending the current town code language. At the outset it should be noted that three of the seven subsections under review herein relate to violations and penalties for infraction of the ordinance.

Article I addresses the permitting requirement for work done in any public way, including a sidewalk. At present the town does not permit sidewalk projects, nor has a design and construction standard for property owners to meet as a project done according to town satisfaction. These matters can be resolved by staff researching national and local concrete standards for sidewalks in residential districts. In short, property owners should know what is expected when they begin a project and what objective process constitutes a project done to completion and in compliance. Staff recommends amending the language of 197-1 to remove the requirement that "Mayor and Council of Federalsburg" convey permission to staff conveying this permission through the ordinary process of reviewing and approving permits for fencing and roofing projects, as an example. Similarly, staff recommends text amendment for 197-6 relative to the sufficiency of drainage at project's completion.

Article II should be revised to cite a standard for construction materials and quality, again removing this obligation from "Mayor and Council of Federalsburg" and to the building official for administrative review, approval to perform the work, and inspection for completion. Likewise, 197-4 can be either updated or revised to state the same type of violation and penalty as subsection 197-2. If 197-4 is redundant it should be removed and penalties and violations addressed under a single subsection.

Article III, while brief in content, is significant in practice since it ties the actions of private property owners into the general public street and public way drainage system. The current language places the obligation to remove water from the area under permit to, presumably, the street or gutter, and from there into a stormwater collection system. This is correctly stated and the appropriate way to design such a drainage process. In practice, there are currently numerous areas around town where stormwater stands and does not

drain into a public collection system. As a matter of policy, a functional interconnection between the private property owner's obligation to channel off water with the public system to remove that water into a street and public way collection system is essential, and should be a capital projects priority moving forward. At this time staff is not requesting action other than direction to staff.

Chapter 197

STREETS AND SIDEWALKS

ARTICLE I Excavations

- § 197-1. Permit required; restoration.
- § 197-2. Violations and penalties.

ARTICLE II Sidewalk Paving

- § 197-3. Repaving and repair required upon notice.
- § 197-4. Violations and penalties.
- § 197-5. Alternative methods of notification.

ARTICLE III Drainage

- § 197-6. Provisions to be made for surface water drainage.
- § 197-7. Violations and penalties.

ARTICLE IV Use of Bicycles and Skateboards in Business District

- § 197-8. Obedience to traffic laws required.

- § 197-9. Riding in certain areas prohibited.

- § 197-10. Permission to ride granted under certain conditions.

- § 197-11. Violations and penalties.

ARTICLE V Closing of Streets for Block Parties

- § 197-12. Standards for street closing.
- § 197-13. Violations and penalties.

ARTICLE VI Snow and Ice Removal

- § 197-14. Time limit for removal.
- § 197-15. Extension of time limit for extreme snowfall.
- § 197-16. Deposit in streets prohibited.
- § 197-17. Responsibility for removal.
- § 197-18. Failure to remove.

ARTICLE VII Failure to Obey Duly Authorized Sign Regulating Use of Public Property or Public Way

- § 197-19. Failure to obey a duly authorized sign.

[HISTORY: Adopted by the Mayor and Council of Federalsburg as indicated in article histories. Amendments noted where applicable.]

GENERAL REFERENCES

Littering — See Ch. 111.
Loitering — See Ch. 114.
Noise — See Ch. 121.
Parades — See Ch. 129.
Public assemblies — See Ch. 154.

Special events permits — See Ch. 189.
Failure to obey signs regulating use of public property — See Ch. 197, Art. VII.
Vehicles and traffic — See Ch. 223.

ARTICLE I

Excavations

[Adopted 1-5-1948 by Ord. No. 35]

§ 197-1. Permit required; restoration.

No person or persons shall dig or tear up any road bed, street or sidewalk within the limits of Federalsburg for any purpose whatever, without first obtaining a permit to do so from the Mayor and Council of Federalsburg, and when permission is given as aforesaid, the person or persons obtaining said permit shall leave said road bed, street or sidewalk in as good condition as it was before digging or tearing up the same.

§ 197-2. Violations and penalties.

Anyone violating the provisions of this article shall be fined as provided in Chapter 1, Article I, for a municipal infraction, for each and every day, after said permission expires, that said road bed, street or sidewalk is left open, or fails to be restored to as good condition as it was before the digging or tearing up of the same.

ARTICLE II

Sidewalk Paving

[Adopted 1-5-1948 by Ord. No. 38]

§ 197-3. Repaving and repair required upon notice.

Every owner or owners, or body corporate, or the attorney, agent, guardian, or trustee of such owner or owners of any lot or lots bounded by any of the streets, lanes or alleys of Federalsburg shall fill up or dig down to the proper grade, and pave, repave or repair the sidewalks along such lot or lots with concrete as the Mayor and Council may elect, and of such width and in such manner as said Mayor and Council may determine and designate, within at 60 days after notice in writing, or printed order issued by the Mayor and Council of Federalsburg, to fill up the same or dig down to the proper grade, and pave, repave or repair said sidewalks, as the case may be, shall be served upon such owner or owners, body corporate, agent, attorney, guardian, or trustee of the same.

§ 197-4. Violations and penalties. [Amended 12-4-1950 by Ord. No. 52]

Any person or persons, or body corporate, who shall refuse or neglect to comply with the provisions of the preceding section within 60 days after the service of the notice provided for shall be fined an amount equal to \$0.05 a linear foot for the sidewalk required to be graded, paved or repaved, so the case may be, for each and every day the sidewalk may remain not graded, paved or repaved. In lieu thereof the said Mayor and Council of Federalsburg in accordance with Section 212 of Article 6 of the Code of Public Local Laws of Maryland (1930 Edition) may cause said pavement to be paved or repaved or repaired in accordance with the notice made under § 197-3 hereof and assess the costs and expenses thereof upon the

owner of the abutting property which said costs and expenses shall be collectable in the same manner as other town taxes are now collectible in the Town of Federalsburg.

§ 197-5. Alternative methods of notification.

For any reason the notice provided for in § 197-3 cannot be personally served upon the proper person or persons, a copy thereof shall be served upon the person or persons in the occupancy

of such lot or lots, or posted at some prominent part thereof, or inserted in some newspaper published in the Town of Federalsburg for at least once a week for two successive weeks, as the Mayor and Council may deem best, and such service posting or publication, as the case may be, shall be sufficient notice to the owners or owner, body corporate, agent, attorney or guardian of said owner or owners.

ARTICLE III

Drainage

[Adopted 3-1-1948 by Ord. No. 40]

§ 197-6. Provisions to be made for surface water drainage.

No person or persons, firm or corporation shall in any manner fill up the street next to the sidewalk, within the corporate limits of Federalsburg, for the purpose of a driveways, or for any other purpose, unless such person or persons, firm or corporation shall leave sufficient room or space under such driveway from the street to the pavement, which in the judgment of the Mayor and Council of Federalsburg, will be sufficient to carry off the surface water.

§ 197-7. Violations and penalties.

And any person or persons, firm or corporation violating the provisions of this article shall be fined as provided in Chapter 1, Article I, for a municipal infraction.

ARTICLE IV

Use of Bicycles and Skateboards in Business District

[Adopted 10-4-1976 by Ord. No. 114]

§ 197-8. Obedience to traffic laws required. ¹

All persons riding upon any bicycle, coaster, skateboard, roller skates, sled or toy vehicles shall be required to obey all laws, restrictions, and requirements as established by the Transportation Article of the Annotated Code of Maryland, as amended from time to time by the legislature of the State of Maryland.

§ 197-9. Riding in certain areas prohibited.

- A. Notwithstanding any of the other provisions of this article, no person shall ride a bicycle, coaster, skateboard, roller skates, sled, or toy vehicle upon any sidewalk located in the downtown business district of Federalsburg, such district being defined as that area between 205 North Main Street and 122 Morris Avenue.²
- B. No person shall ride a skateboard on any street or roadway within the municipal limits of Federalsburg and further no person shall ride a skateboard on any sidewalk located in the

1. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

2. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).