

**Mayor and Council of Federalsburg
Monday, March 6, 2023
Monthly Business Meeting @ 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/83133012876?pwd=bG9pbjdnWTh5M
WtrSW9mZTQwQTVndz09](https://us02web.zoom.us/j/83133012876?pwd=bG9pbjdnWTh5M
WtrSW9mZTQwQTVndz09)**

Meeting ID: 831 3301 2876

Passcode: TOFBusi

Agenda

- I. Call to Order**
- II. Welcome, Pledge of Allegiance, and Invocation – Pastor Stanford Ricks**
- III. Approval of Minutes**
- IV. Bicentennial Honorees – Mr. Stanford Ricks (Community); Mr. John F. Disharoon (Legacy)**
- V. Public Comment**
- VI. Charter Election Amendments**
- VII. Residential Trash Collection - Review Request for Proposal**
- VIII. 115-117 N. Main Street Project Bid Results**
- IX. Marina Park Wetlands Project Bid Results**
- X. Small Business Revolving Fund and Sustainable Communities Updates**
- XI. Fiscal Year 2023-2024 Budget Update**

XII. Mayor & Council Action Items

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

XIII. Executive Session – Personnel and Legal Advice

XIV. 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: March 6, 2023
RE: Charter Election Amendments

Staff recommends introducing Resolution 2023-04 and Resolution 2023-05, and setting Monday April 3, 2023 as date for public hearing on Resolution 2023-01, Resolution 2023-04, and Resolution 2023-05. Staff recommends rescinding Resolution 2023-02 and Resolution 2023-03, which were introduced at the February 21, 2023 special meeting. Pending further discussion provide direction to the staff.

RESOLUTION NO. 2023-01

**A RESOLUTION OF THE MAYOR AND COUNCIL OF FEDERALSBURG
AMENDING ARTICLE I OF THE FEDERALSBURG TOWN CHARTER
TO REDUCE THE RESIDENCY DURATION REQUIRED TO QUALIFY
AS A CANDIDATE FOR ELECTION FROM THREE YEARS TO ONE
YEAR AND TO ESTABLISH A FOUR-YEAR TERM FOR THE MAYOR
AND COUNCIL**

WHEREAS, Md. Code Ann. Local Gov't Article § 4-304 and Article XI-E of the Constitution of Maryland confer upon the Mayor and Council of Federalsburg the authority to initiate proposed amendments the Charter for the Town of Federalsburg; and

WHEREAS, Local Gov't Article § 5-202 authorizes the Mayor and Council to adopt those Charter resolutions as they may deem necessary in order to assure the good government of the Town, to protect and preserve the Town's rights, property, and privileges, to preserve peace and good order, to secure persons and property from danger and destruction, and to protect the health, comfort, and convenience of the citizens of the Town; and

WHEREAS, the Mayor and Council have spent the last six (6) months thoroughly reviewing the Charter with respect to registration of voters, nomination of candidates, and elections; and

WHEREAS, the Mayor and Council have determined that requiring a residency requirement of three years to qualify as a Mayor or Council member candidate precludes citizens that reside in the Town from participating as candidates; and

WHEREAS, the Mayor and Council have determined that it is desirable for the Mayor and Councilmembers to serve a four year term to provide the sitting elected officials sufficient time to establish and obtain short-term and long-term objectives; and

WHEREAS, the Mayor and Council of Federalsburg have determined that it is desirable and in the best interest of the town to amend Article I of the Charter for the Town of Federalsburg to reduce the candidate residency requirement for Mayor and Councilmembers from three years to one year and to provide a four year term of office for the Mayor and Councilmembers.

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

Section 1. Article I, Section C1-3 of the Charter for the Town of Federalsburg is hereby amended as follows:

**ARTICLE I
Incorporation and General Powers**

. . . .

Section C1-3. Mayor and Council; qualifications; tenure.

The government, corporate authority, rights, powers and privileges of the said Town shall be vested in and exercised by a Mayor and four Council members who shall be elected as hereinafter provided, who shall be qualified voters of the Town of Federalsburg for at least ~~one~~ **three** years next preceding their election, and **they shall serve a term of four (4) years** ~~their term shall be as hereinafter provided or until their successors are elected and qualified.~~

Section 2. This Resolution shall be posted and published in accordance with the requirements set forth in Md. Code Ann. Local Government Article § 4-304.

Section 3. The Mayor and Council of Federalsburg held a public hearing on this Resolution on _____, 2023 at 6:00 p.m.

Section 4. This Resolution shall become effective 40 days after final enactment unless a petition for referendum has been filed prior thereto in accordance with Section 4-304 of the Local Government Article of the Code of Maryland. This Resolution shall be deemed “finally enacted” on the date on which the Mayor and Council of Federalsburg indicate their approval of this Resolution by affixing their signatures hereto.

Section 5. As soon as this Resolution becomes effective, the Town Clerk shall cause to be delivered to the Department of Legislative Reference all the information regarding the Charter Amendment, this Resolution, and any referendum held thereon as may be required by the Local Government Article of the Annotated Code of Maryland.

BE IT FURTHER RESOLVED, this _____ day of _____, 2023.

Yea/Nay

Kimberly M. Abner, Mayor	_____
Robert Willoughby, Councilmember	_____
Edward Windsor, Councilmember	_____
Debra V. Sewell, Councilmember	_____
D. Scott Phillips, Councilmember	_____

ATTEST:

MAYOR & COUNCIL OF FEDERALSBURG

Kristy L. Marshall, Clerk-Treasurer

Kimberly M. Abner, Mayor

Language ~~stricken~~ indicates language deleted from the Charter for the Town of Federalsburg.
Language in ***bold and italicized*** indicates language added to the Charter for the Town of Federalsburg.

Introduced:
Public Hearing:
Adopted:
Effective Date:

RESOLUTION NO. 2023-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF FEDERALSBURG AMENDING ARTICLE II OF THE FEDERALSBURG TOWN CHARTER TO CHANGE THE DATE OF THE 2027 ELECTION FROM SEPTEMBER 2027 TO NOVEMBER 2028 AND THE 2029 ELECTION FROM SEPTEMBER TO NOVEMBER 2030, EXTENDING THE TERMS OF THE COUNCIL MEMBERS ELECTED IN 2023 AND 2025 FROM FOUR YEARS TO FIVE YEARS, AND TO ESTABLISH LEGISLATIVE DISTRICTS, AND EXTEND THE TERM OF MAYOR FROM TWO YEARS TO FOUR YEARS

WHEREAS, Md. Code Ann. Local Gov't Article § 4-304 and Article XI-E of the Constitution of Maryland confer upon the Mayor and Council of Federalsburg the authority to initiate proposed amendments the Charter for the Town of Federalsburg; and

WHEREAS, Local Gov't Article § 5-202 authorizes the Mayor and Council to adopt those Charter resolutions as they may deem necessary in order to assure the good government of the Town, to protect and preserve the Town's rights, property, and privileges, to preserve peace and good order, to secure persons and property from danger and destruction, and to protect the health, comfort, and convenience of the citizens of the Town; and

WHEREAS, the Mayor and Council have spent the last six (6) months thoroughly reviewing the Charter with respect to registration of voters, nomination of candidates, and elections; and

WHEREAS, the Mayor and Council have determined that the Town may recognize a larger voter turnout if the Town election is aligned with the Maryland General Election on the first Tuesday after the first Monday in November; and

WHEREAS, the Mayor and Council have determined that establishing two legislative districts, District 1 and District 2, with two Councilmembers serving each district, provides benefits that an all at-large system do not provide; and

WHEREAS, the Mayor and Council have determined that it is desirable for the Mayor to serve a four year term to provide the Mayor sufficient time to establish and obtain short-term and long-term objectives; and

WHEREAS, the Mayor and Council of Federalsburg have determined that it is desirable and in the best interest of the town to amend Article II of the Charter for the Town of Federalsburg to hold the elections on the Tuesday after the first Monday in November and on the first Tuesday after the first Monday in November every two years thereafter on even years, establish two legislative districts with two Councilmembers in each district, and extend the term of Mayor from two years to four years.

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

Section 1. Article II, Section C2-1 of the Charter for the Town of Federalsburg is hereby amended as follows:

ARTICLE II
Elections

. . . .

Section C2-1. Elections.

(a) Date; time; terms. *On the fourth Tuesday in September 2023 an election shall be held between the hours of 7:00 a.m. and 7:00 p.m. under this Charter, for the election of the Mayor and two (2) Councilmembers each from a different district. On the fourth Tuesday in September 2025 an election shall be held between the hours of 7:00 a.m. and 7:00 p.m. under this Charter for the election of two (2) Councilmembers each from a different district.*

On the Tuesday after the first Monday in November, 2028, and upon the Tuesday after the first Monday in November every two (2) years thereafter, ~~On the fourth Monday in April, 1965, and upon the fourth Monday in April every two years thereafter,~~ an election shall be held between the hours of 7:00 a.m. and 7:00 p.m.

~~under this Charter, for the election of the Mayor and Council of Federalsburg, and after notice~~ *Notice of an election shall be* printed in some newspaper of general circulation, published in Caroline County, or posted in three conspicuous places in the Town of Federalsburg for at least 10 days before the election. At ~~an~~ *this* election, the ~~two candidates~~ *one candidate* for Council member *from each district* receiving the highest number of votes shall be elected for a four-year term as Council member. The candidate for Mayor at *a Mayoral* ~~this~~ election receiving the highest number of votes shall be elected Mayor of Federalsburg for a *four (4)* ~~two-~~ year term. The term of the Mayor of Federalsburg shall hereafter be for *four (4)* ~~two~~ years. ~~In the year 2011, the election shall not be held in April, but shall be held on the fourth Tuesday in September. The term of the sitting Mayor and Council members whose terms expire in April, 2011 shall be extended until the fourth Tuesday in September, 2011. On and after the fourth Tuesday in September, 2011, and on the same date every two years thereafter, an election shall be held for Mayor for a two-year term and for two Council members for a four-year term.; and~~

The Town shall be divided into two (2) legislative districts for the election of members of the Council. Each legislative district shall contain two (2) Councilmembers who shall be elected by the registered voters of that legislative district only. The legislative districts shall be established on a map adopted by Resolution by a majority of the Mayor and Council.

(i) Each legislative district shall consist of adjoining territory, be relatively compact in form, and include substantially the same population as other districts. Due regard shall be given to all constitutional standards in creating the legislative districts.

(ii) From time to time as based on the latest U.S. Census Bureau data and after public hearing, the Mayor and Council may reestablish boundaries of the legislative districts for elections of the members of the Council.

The term of the Mayor and two Councilmembers who are elected in September 2023 shall be extended until the fourth Monday in November 2028. The term of the two Councilmembers who are elected in September 2025 shall be extended until the fourth Monday in November 2030.

On the Tuesday after the first Monday in November, 2028, and on the same date every four (4) years thereafter, an election shall be held for Mayor and one (1) District 1 Councilmember and one (1) District 2 Councilmember. On the Tuesday after the first Monday in November, 2030, and on the same date every four years thereafter, an election shall be held for one (1) District 1 Councilmember and one (1) District 2 Councilmember.

*(b) Candidacy. Candidates for District 1 Councilmember and District 2 Councilmember must reside in the legislative district in which they are elected to. All persons deciding to become a candidate for Mayor or Council member shall file with the Clerk of Federalsburg **no later than 21 days** by the first Friday in September prior to any election a written statement of such candidacy, accompanied by a petition signed by at least 10 duly qualified voters nominating such candidate, which written statement of candidacy and the voters' nominating petition shall be substantially in the following form:*

CANDIDATE FOR NOMINATION FOR

Office.

State of Maryland, Caroline County, to wit:

I, _____, hereby certify that I am now and have been for more than **one year** ~~three years~~ a resident of the Town of Federalsburg, Caroline County, Maryland, and that I am a qualified voter therein; that I am a candidate for the office of _____, to be voted upon at the town election to be held on the ~~fourth~~ Tuesday of September _____, 20____, and I hereby request my name be printed upon the official ballot at said election as a candidate for said office.

(signed) _____

Subscribed and sworn to before me this ____ day of _____, 20__

_____ Notary Public

To the Clerk of Federalsburg:

We, the undersigned, citizens of the Town of Federalsburg, Caroline County, Maryland, and being duly qualified voters of said town, do hereby certify, that we do nominate _____, who has been a resident of the Town of Federalsburg, Caroline County, for more than ~~one~~ ~~three~~ years, for the office of _____.

We do further certify that we and each of us shall vote for the said person nominated hereby.

Witness our hands this _____ day of _____, 20__

(Signatures of ten petitioning voters.)

~~(c)~~ (b) Election. Immediately upon the expiration of the time of filing of petitions by the respective candidates, the Clerk of Federalsburg shall cause to be published in one or more newspapers published in Caroline County or posted in three conspicuous places in the Town of Federalsburg, the names of all the candidates as they are to appear upon the official ballot.

Section 2. This Resolution shall be posted and published in accordance with the requirements set forth in Md. Code Ann. Local Government Article § 4-304.

Section 3. The Mayor and Council of Federalsburg held a public hearing on this Resolution on _____, 2023 at 6:00 p.m.

Section 4. This Resolution shall become effective 40 days after final enactment unless a petition for referendum has been filed prior thereto in accordance with Section 4-304 of the Local Government Article of the Code of Maryland. This Resolution shall be deemed “finally enacted” on the date on which the Mayor and Council of Federalsburg indicate their approval of this Resolution by affixing their signatures hereto.

Section 5. As soon as this Resolution becomes effective, the Town Clerk shall cause to be delivered to the Department of Legislative Reference all the information regarding the Charter Amendment, this Resolution, and any referendum held thereon as may be required by the Local Government Article of the Annotated Code of Maryland.

BE IT FURTHER RESOLVED, this _____ day of _____, 2023.

Yea/Nay

Kimberly M. Abner, Mayor
Robert Willoughby, Councilmember
Edward Windsor, Councilmember
Debra V. Sewell, Councilmember
D. Scott Phillips, Councilmember

ATTEST:

MAYOR & COUNCIL OF FEDERALSBURG

Kristy L. Marshall, Clerk-Treasurer

Kimberly M. Abner, Mayor

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Introduced:
Public Hearing:
Adopted:
Effective Date:

RESOLUTION NO. 2023-05

**A RESOLUTION OF THE MAYOR AND COUNCIL OF FEDERALSBURG
AMENDING ARTICLE III OF THE FEDERALSBURG TOWN CHARTER
TO REDUCE THE RESIDENCY DURATION REQUIRED TO QUALIFY
AS A CANDIDATE FOR ELECTION FROM THREE YEARS TO ONE
YEAR AND TO CHANGE THE FIRST MEETING OF THE MAYOR AND
COUNCIL FROM OCTOBER TO DECEMBER FOLLOWING AN
ELECTION**

WHEREAS, Md. Code Ann. Local Gov't Article § 4-304 and Article XI-E of the Constitution of Maryland confer upon the Mayor and Council of Federalsburg the authority to initiate proposed amendments the Charter for the Town of Federalsburg; and

WHEREAS, Local Gov't Article § 5-202 authorizes the Mayor and Council to adopt those Charter resolutions as they may deem necessary in order to assure the good government of the Town, to protect and preserve the Town's rights, property, and privileges, to preserve peace and good order, to secure persons and property from danger and destruction, and to protect the health, comfort, and convenience of the citizens of the Town; and

WHEREAS, the Mayor and Council have spent the last six (6) months thoroughly reviewing the Charter with respect to registration of voters, nomination of candidates, and elections; and

WHEREAS, the Mayor and Council have determined that requiring a residency requirement of three years to qualify as a Mayor or Council member candidate precludes citizens that reside in the Town from participating as candidates; and

WHEREAS, the Mayor and Council have determined that moving the election from September to November should improve voter turnout; and

WHEREAS, changing the election from September to November requires a change of the first meeting of the newly elected Mayor and Council from October to December; and

WHEREAS, the Mayor and Council of Federalsburg have determined that it is desirable and in the best interest of the town to amend Article III of the Charter for the Town of Federalsburg to reduce the residency requirements for candidates from three years to one year and to hold the first meeting of the newly elected Mayor and Council on the first Monday in December.

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

Section 1. Article III, Section C3-1 of the Charter for the Town of Federalsburg is hereby amended as follows:

**ARTICLE III
Mayor and Council**

. . . .

§ C3-1. Mayor.

No person shall be elected as Mayor of said town unless he/she shall have been a resident of said town for at least ***one year*** ~~three years~~ prior to his/her election, and in the event that he/she shall remove from the corporate limits of said town, then the said office of Mayor shall forthwith become vacant, and his/her successor shall be duly appointed as is provided in this Article. The Mayor shall receive the annual salary to be established from time to time by Resolution of the Mayor and Council duly adopted pursuant to the requirements of § C3-6 of this charter, and subject to the restriction that no increase may take effect during the term of office when such resolution is passed. The Mayor's salary shall be paid semiannually, during the first pay period in October and the first pay period in April, with the first pay period to begin the October following the election. ***Beginning in 2028, the Mayor's salary shall be paid semiannually during the first pay period in December and the first pay period in April, with the first pay period to begin in December following the election.*** No other distributions, partial or otherwise, are authorized.

Section 2. Article III, Section C3-3 of the Charter for the Town of Federalsburg is hereby amended as follows:

**ARTICLE III
Mayor and Council**

. . . .

§ C3-3. Council members.

No person shall be elected as a Council member of said town unless he/she shall have been a resident of said town for at least ***one year*** ~~three years~~ prior to his/her election, and in the event that he/she shall remove from the corporate limits of said town, then the said office of Council member shall forthwith become vacant and his/her successor shall be duly appointed as is provided by this Article. ***No person shall be elected as a Council member to serve a particular legislative district unless he/she shall have been a resident of that district for at least one year prior to his/her election, and in the event that he/she removes from the legislative district that they serve, then the said office of Council member shall become vacant and his/her successor shall be duly appointed as provided by this Article.***

The Council member shall receive an annual salary to be established from time to time by resolution of the Mayor and Council duly adopted pursuant to the requirements of § C3-6 of this charter, and subject to the restriction that no increase may take effect during the current term of office, when such a resolution is passed. The Council members' salary shall be paid semiannually, during the first pay period in October and the first pay period in April, with the first pay period to begin the

December ~~October~~ following the election. *Beginning in 2028, the Councilmember's salary shall be paid semiannually during the first pay period in December and the first pay period in April, with the first pay period to begin in December following the election.* No other distributions, partial or otherwise, are authorized.

Section 3. Article III, Section C3-6 of the Charter for the Town of Federalsburg is hereby amended as follows:

ARTICLE III
Mayor and Council

. . . .

§ C3-6. Meetings of Mayor and Council.

The Mayor and Council shall meet the first Monday of October following their election, *except in 2028 and every two years thereafter, the Mayor and Council shall meet the fourth Monday of November*, and shall hold office for their aforesaid terms of office from said date, and shall hold regular meetings on the first Monday of each and every month thereafter which shall be open to the public (except for lawful closed sessions), and may meet as often thereafter as may be necessary to the proper discharge of their official duties. The Mayor shall be the President of the Council and preside at its meetings, and shall have all the privileges of a Council member in debate and vote. He/She shall have no power to veto any measure, but every resolution or ordinance passed by the Council must be signed by the Mayor or by three Council members and be recorded before the same shall be enforced. The Council may elect one of their members as President pro tempore, who shall in the absence or inability of the Mayor preside at the sessions, who for the time being shall be acting Mayor and have all the authority in law of the Mayor. Special meetings of the Council may be at any time convened by the Mayor or at the request of three members of that body. The Mayor of the Town of Federalsburg shall be the executive officer thereof, clothed with all the powers necessary to secure the enforcement of all ordinances of said town under this Charter. At all meetings of the Mayor and Council the Mayor and two Council members, or in the absence of the Mayor three Council members, present and voting shall constitute a quorum for the transaction of business, and three affirmative votes shall be necessary for the passage of an ordinance, law or resolution at all times. Upon every vote the ayes and nays shall be called and recorded.

Section 4. This Resolution shall be posted and published in accordance with the requirements set forth in Md. Code Ann. Local Government Article § 4-304.

Section 5. The Mayor and Council of Federalsburg held a public hearing on this Resolution on _____, 2023 at 6:00 p.m.

Section 6. This Resolution shall become effective 40 days after final enactment unless a petition for referendum has been filed prior thereto in accordance with Section 4-304 of the Local Government Article of the Code of Maryland. This Resolution shall be deemed “finally enacted” on the date on which the Mayor and Council of Federalsburg indicate their approval of this Resolution by affixing their signatures hereto.

Section 7. As soon as this Resolution becomes effective, the Town Clerk shall cause to be delivered to the Department of Legislative Reference all the information regarding the Charter Amendment, this Resolution, and any referendum held thereon as may be required by the Local Government Article of the Annotated Code of Maryland.

BE IT FURTHER RESOLVED, this _____ day of _____, 2023.

Yea/Nay

Kimberly M. Abner, Mayor	_____
Robert Willoughby, Councilmember	_____
Edward Windsor, Councilmember	_____
Debra V. Sewell, Councilmember	_____
D. Scott Phillips, Councilmember	_____

ATTEST:

MAYOR & COUNCIL OF FEDERALSBURG

Kristy L. Marshall, Clerk-Treasurer

Kimberly M. Abner, Mayor

Language ~~stricken~~ indicates language deleted from the Charter for the Town of Federalsburg.
Language in ***bold and italicized*** indicates language added to the Charter for the Town of Federalsburg.

Introduced:
Public Hearing:
Adopted:
Effective Date:

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

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

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

INSTRUCTIONS TO CONTRACTORS

1. SCOPE OF WORK

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

A. Residential Service---Base Proposal:

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

Residents may be permitted to request additional solid waste containers.

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

Date Contract and services commence: July 1, 2023.

B. Payment to the Contractor shall be as follows:

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

2. PREPARATION OF THE PROPOSAL

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

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

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

3. EVIDENCE OF INSURANCE AND INDEMNIFICATION

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

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

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

Minimum Limits of Insurance:

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

4. PERFORMANCE BOND

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

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

5. SCOPE OF SERVICES

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

6. CONDITIONS

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

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

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

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

7. ADDENDA AND EXPLANATIONS

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

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

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

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

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

9. COMPETENCY OF CONTRACTOR

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

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

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

10. QUALIFICATIONS OF CONTRACTOR

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

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

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

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

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

11. DISQUALIFICATION OF CONTRACTORS

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

(a) Evidence of collusion among Contractors.

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

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

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

12. BASIS OF THE PROPOSAL

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

13. METHOD OF AWARD

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

14. COMPLIANCE WITH LAWS

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

15. DISCRIMINATION PROHIBITED

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

18. REPORTING REQUIREMENTS

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

19. TERM

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

20. TERMINATION

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

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

21. NON-COLLUSION

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

NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

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

SIGNED:

Signature Title

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

Seal of Notary

Notary Public

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: March 6, 2023
RE: 115-117 North Main Street Project Bid Results

The town received grant funding from the Maryland Department of Housing and Community Development (DHCD) to bring the town-owned building at 115-117 N. Main Street up to code and repair certain interior and exterior features. The goal of that funding support was to bring the building up to a sufficient level of repair and service. The town had both a professional commercial appraisal and building inspection done in preparation for making improvements and repairs. A request for proposals was approved and advertised this January. On February 14, 2023 the town had an on-site for prospective bidders. None came. The bid period closed at 2:00 pm on Monday February 27, 2023 and the town received no bids. Staff contacted the Department of Housing and Community Development about this situation. According to DHCD staff there is no preferred way to solicit contractors and deferred to the town's procurement policies. Since there were no bidders and the grant funds paying for these repairs is sunset at June 30, 2023 (although DHCD is willing to consider extending that deadline) staff is proposing two options: first, return the remaining funding and list the building for sale as is; and second direct the town manager to contact local contractors and secure a not to exceed agreement for services.

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: March 6, 2023
RE: Marina Park Wetlands Project Bid Results

Staff had an on-site meeting with the Department of Natural Resources (DNR) staff and potential bidders on Wednesday February 15, 2023. This project is the first phase of several to improve stormwater management at the marina and by doing so reduce the nitrogen and phosphorous run-off into the Marshyhope Creek. The project has a firm budget cap of \$175,497 funded by DNR through the Chesapeake and Atlantic Bay Funds, minus a \$500 match from the town. This project does not add to the town's current debt obligations. Sealed bids are due at Town Hall on March 6, 2023 at 2:00 pm at which time they will be opened and read. Since this staff report is being posted ahead on that time the bids received will be read into the public record during the mayor and town council meeting.

Presented for informational purposes at this time, staff is not requesting any action on this item at this time,

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: March 6, 2023
RE: Small Business Revolving Loan Fund, and Sustainable Communities Update

The town received Community Development Block Grant (CDBG) funding to establish a pool of money as a revolving loan program for small business economic development in town. The Maryland Department of Housing and Community Development (DHCD) is the state regulatory agency administering the overall program. Over the years the revolving loan program has had successes and failures in sparking town economic development. The town took possession of the 115-117 N. Main Street building as a result of a revolving loan default since the building served as collateral for the loan. At this date there are two outstanding loans. While the current participants are meeting their loan obligations the program has not succeeded, and the funds, meant for community development, remain dormant. The mayor and council requested staff ask the DHCD about this program and how funds could be diverted to other community needs. Since the revolving loan program statewide has had mixed results, DHCD staff expressed interest in working with the town to restructure the CDBG award as a general-type grant to fund community development projects if possible. Town staff is working toward that and will have more information at the March 20, 2023 mayor and town council work shop. At present staff can confirm that all funds on hand and accumulated interest, totaling \$617,975.68, can be used. Eligible expenditures include parks, playgrounds, and recreational facilities, sidewalks and ADA compliant curb ramps on major thoroughfares, and even water and sewer facilities. Funds cannot be used as cash, or to fund activities\programs.

The Maryland **Sustainable Community** designation for Federalsburg will sunset on August 21, 2023. The town was first designated on August 21, 2013 and the designation must be renewed every five years. Sustainable Communities Program is a place-based designation offering a comprehensive package of resources that support holistic strategies for community development, revitalization, and sustainability.

Sustainable Community designation is a threshold requirement for certain State of Maryland revitalization programs. Other programs offer additional points or consideration in the application review process for projects located in Sustainable Communities. Without a current Sustainable Community designation, the town will not be eligible to receive funding through certain programs.

The DHCD staff encourages the town to begin the outreach and planning process as soon as possible. Staff at the Maryland Department of Housing and Community Development's Division of Neighborhood Revitalization are available to work with you to complete and submit the application required to renew the town's Sustainable Community designation.

Presented for informational purposes at this time, staff is not requesting any action on this item at this time,

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: March 6, 2023
RE: Fiscal year 2022-2023 draft budget update - dated March 6, 2023 capital projects and police department's spreadsheets and narratives

Earlier staff presented a high-level overview of the draft budget for fiscal year 2023-2024. Police department operational budget is included and shows an overall 11.7% increase over current fiscal year. Capital projects shown reflect those that have been approved for external funding assistance. Presented as an informational item at this time.

**Federalsburg Police Department
Draft Budget Summation
Fiscal 2023-24**

The proposed budget again reflects stable spending in established categories with adjustments made based on projected funding needs. All categories associated with employee salary and benefits total 77% of all departmental spending while police operations consume 18% and debt obligations are responsible for 5%. The following breakdown provides an overview of categories of proposed increases and reductions:

Employee Salaries

As we continue facing record levels of inflation not seen in decades, it is important to make every effort to assist our staff by meeting projected Step increases and providing for a Cost of Living adjustment to our Grade/Step Plan. Our budget proposes Employee Step raises and Grade adjustments where appropriate along with a minimum 1% COLA applied to our scale.

We are seeking one additional position for patrol operations. This position would be funded for the second half of the fiscal year. The additional position would complete our schedule and provide for two personnel on-duty at all times. It has never been safe when we operate with single officer coverage. The availability of immediate back-up personnel allows enhanced officer safety and decreases the liability for the town by providing better de-escalation opportunities. Further, police departments are required to have a second officer respond to any incident when force has been utilized or alleged in order to conduct an investigation and gather evidence. We have modified our schedules to the best of our ability, but the additional position will provide for this level of coverage and oversight.

Promotions

Provided funds would allow for limited, merit based promotions, when applicable.

Health Insurance

We have calculated no change in this category based upon current personnel stability.

State Retirement Administration

While it is difficult to project this category, I anticipate the hiring of a replacement Maryland Certified officer who may require access to our Maryland State Retirement benefit. The budget further addresses increases associated with one additional patrol position for half of the fiscal year. I have reflected that increase based upon current costs per employee.

Automobile/Fleet Operations

Funding will increase this year to cover the additional vehicles added to the fleet. Another replacement vehicle is projected to arrive in late spring with budgetary impact for that vehicle will not be impacting this fiscal year.

Fuel

Fuel costs remain high and volatile. While hybrid vehicles are assisting with costs, this category should increase to better reflect budgetary demands.

Training

With staff increases and continuing education costs growing, we have increased this category to meet the training mandates of legislation and continue the professional development of our staff. We have realized some cost savings by utilizing online course offerings through the Police One Academy (flat rate payment for access).

Mental Health Services

We have added an additional spending category for this fiscal year to cover the expenses associated with mental health services. Unfunded mandates by the Maryland legislature require police personnel to receive annual mental health screenings/evaluations as well as available services in the event of a critical/traumatic incident.

Revenue Enhancements

The upcoming fiscal year will be impacted by revenues generated by the police department. Those Anticipated revenues include:

- \$25,000.00 grant continuation from the Governor's Office of Crime Control in support of our Office of Accountability efforts.
- \$50,000.00 in fine revenue generated from school zone enforcement operations

Police Department Budget Categories Fiscal Year 2023-24

1111210

Police Department Salaries: **Increase (\$89,315.00)**
Amount Requested: \$,702,211.00

The proposed salary request provides for an employee Step Increase for existing staff and a 1% COLA allowance. The funds further provide for the addition of one patrol officer position to be funded for half of the fiscal year (projected start date Jan.1). The account also provides continued funding of the Office of Accountability and the part-time Property Manager.

111211

Police Overtime Unchanged
Amount Requested: \$35,074.00

Having retained full strength, the amount expended on overtime remains stable.

111121-B

Holiday Pay: **Increase (\$2925.00)**
Amount Requested: \$25,444.00

Amount reflects the proposed COLA.

111121-C

Promotions: Unchanged
Amount Requested: \$3000.00

I am projecting one merit promotion to the rank of Master Police Officer (P0-4).

1111213

Police Court/Differential Pay: Unchanged
Amount Requested: \$32,200.00

This category has stabilized over the previous two fiscal years.

1111215

Police K-9 Training/Equipment: Unchanged
Amount Requested: \$5,000.00

This category has stabilized over the previous two fiscal years.

1111216

Health Insurance: Unchanged
Amount Requested: \$72,780.00

The increase is based, in part, on the addition of another Maryland Certified replacement officer who may require medical coverage.

1111217

Worker's Compensation: Unchanged
Amount Requested: \$24,825.00

The category reflects as a percentage of salary.

1111218
Social Security/Medicare Unchanged
Amount Requested \$48,866.00
This category reflects as a percentage of salary and is adjusted accordingly.

1111219
Unemployment Compensation Unchanged
Amount Requested \$510.00
This category reflects as a percentage of salary and is adjusted accordingly.

1111220
Maryland State Retirement **Increase (\$2,500.00)**
This category reflects as a percentage of salary and is adjusted accordingly.

1111221
Equipment and Supplies Unchanged
Amount Requested \$15,000.00
This category has stabilized and remains unchanged from the previous fiscal year.

1111222
Automobile/Fleet Operating Costs **Increase (\$25,000.00)**
Amount Requested \$50,000.00
This category increase is associated with the acquisition of additional lease replacement vehicles being adopted into our fleet. Our general maintenance costs have been reduced through these acquisitions. Our staff are operating safe, well maintained vehicles with state of the art safety equipment.

1111223
Police Other/Misc. **Increase (\$2,000)**
Amount Requested \$5,000.00
The increase in this category reflects the current demands which have been reflected as a negative number in the past two years.

111224
Insurance: Auto/Liability Unchanged
Amount Requested \$12,500.00
This category is adjusted by LIGIT based upon annual evaluations.

111225
Legal Services Unchanged
Amount Requested \$2,000.00
This category has stabilized and remains unaltered.

111226
Telephone Services Unchanged
Amount Requested \$12,300.00
This category has stabilized and remains unaltered.

1111227
Electric/Light/Heat Unchanged
Amount Requested \$13,000.00
Increased efficiencies to our HVAC system have offset the increase in electrical costs.

1111228

Fuel **Increase (\$10,000)**
Amount Requested \$25,000.00

Fuel cost fluctuation has resulted in overage in this category. The category was not increased in the previous year and the increase reflects the true costs during the current and previous fiscal years.

1111230

Building Maintenance Unchanged
Amount Requested \$4,000.00

This category has stabilized and remains unaltered.

1111231

Mental Health Services **New Category (\$4,000.00)**
Amount Requested \$4,000.00

This represents a new spending category created to address the recent legislative mandates pass by the Maryland legislature. There is now a requirement for all police personnel to receive an annual psychological review of their mental health. Mental Health Services must also be available for personnel following critical/traumatic incidents or anytime stress indicators are observed.

1111232

Postage Unchanged
Amount Requested \$200.00

This category has stabilized and remains unaltered.

1111233

Uniforms Unchanged
Amount Requested \$5,000.00

This category has stabilized and remains unaltered.

1111400

Police Training **Increase (\$3,000.00)**
Amount Requested \$15,000.00

Professional training demands continue to increase on the department along with the costs associated with training courses and ancillary costs. The additional funding is a reflection of those rising costs.

1111401

Hired Services Unchanged
Amount Requested \$12,000.00

This category has stabilized and remains unaltered.

1111500

IT and Computer Services Unchanged
Amount Requested \$27,000.00

This category has stabilized and remains unaltered.

1111600

Unchanged
Amount Requested \$11,000.00

This category has stabilized and remains unaltered.

1111700

Police Radio Loan Payment Unchanged
Amount Requested \$13,200.00

This category represents a debt repayment obligation which is constant.

1111900

Capital Outlay for Equipment/Building	Unchanged
Amount Requested	\$5,000.00

This request remains unaltered.

1112200

Annual/Monthly Obligations	Unchanged
Amount Requested	\$9,000.00

This category includes billed monthly obligations including, but not limited to: Cintas (healthcare), Xerox (printer), Comcast/Xfinity, PO Box Fee, IT fees, Absolute Security, Eastern Springs Water, Fire Extinguisher Certifications, etc.

1112300

Monitoring System	Unchanged
Amount Requested	\$750.00

This category has stabilized and remains unaltered.

1242701

USDA Public Safety Loan	Unchanged
Amount Requested	\$49,420.00

This category represents a debt repayment obligation which is constant.

**Federalburg Police Department Budget
Current/Proposed**

Account/Police Dept. 1111000	FY 2022-23	FY 2023-24 Proposed	FY 2023-24 Adopted
1111210 Salaries	612,896.00	702,211.00	
1111211 Overtime	35,075.00	35,075.00	
111121-B Employee Holiday Pay	22,519.00	25,444.00	
111121-C Promotions	3,000.00	3,000.00	
1111213 CT/Differential	32,200.00	32,200.00	
1111215 Police K-9 Expense	5,000.00	5,000.00	
1111216 Health Insurance	72,780.00	72,780.00	
1111217 Workman's Compensation	24,825.00	24,825.00	
1111218 Social Security & Medicare	46,886.00	46,886.00	
1111219 Unemployment Insurance	510.00	510.00	
1111220 State Retirement	42,300.00	42,300.00	
1111220-A Life Insurance	3,060	3,060.00	
1111221 Equipment & Supplies	15,000.00	15,000.00	
1111222 Automobile/Fleet Operations	25,000.00	50,000.00	
1111223 Police Other/Misc. Expenses	3,000.00	3,000.00	
1111224 Insurance Auto & Liability	12,500.00	12,500.00	
1111225 Legal	2,000.00	2,000.00	
1111226 Telephone-Office/Mobile	12,300.00	12,300.00	
1111227 Utilities-Lights/Heat/AC	13,000.00	13,000.00	
1111228 Vehicle Fuel	15,000.00	25,000.00	
1111230 Building Maintenance	4,000.00	4,000.00	
1111231 Mental Health Services		4,000.00	
1111232 Postage/Shipping	\$200.00	200.00	
1111233 Uniforms	5,000.00	5,000.00	
1111400 Training	12,000.00	15,000.00	
1111401 Hired Services	12,000	12,000.00	
1111500 Computer IT Services	27,000.00	27,000.00	
1111600 Camera Software & Equipment	11,000.00	11,000.00	
1111700 Police Radio Loan	13,200.00	13,200.00	
1111800 USDA Vehicle Grant	0.00	0.00	
1111900 Capital Outlet	5,000.00	5,000.00	
1112000 Recruit/Task Force	0.00	0.00	
1112200 Annual & Monthly Fees	\$9,000.00	9,000.00	
1112300 Monitoring System	750.00	750.00	
1242700 Public Safety Bldg. RDA Loan	49,420.00	49,420.00	
Police Department Total	1,147,421.00	1,281,661.00	
Proposed Increase		134,240.00	
Fiscal 2023-24 Revenue Increase		75,000.00	
Total Proposed Increase		59,240.00	

PROJECT	COST\ESTIMATED COST	PLANNED\DESIGNED\ENGINEERED	PAY AS YOU GO	FUNDING NEEDED	FUNDING SOUGHT	FUNDING APPLIED FOR	FUNDING SOURCE	EARMARKING REQUEST
Street Paving	15,000,000	Town streets inventoried and ranked	Phase I - Yes*; No	15,000,000	1,439,767	Yes	Federal Earmark	1,439,767
Broadband Buildout	2,000,000	Planned	No	2,000,000	0	No	RMC\USDA	0
Dam Study and Scoping	78,000	No	No	78,000	80,000	Yes	FEMA BRIC	0
ADA Sidewalks\Curb ramps	250,000	Standard engineering design to be used	No	250,000	250,000	No	Safe Streets for All	0
Recreational Facility	150,000	Planned and designed	Yes*	50,000	0	No	Partners\Sponsors	0
Pump Station Upgrade	4,300,000	Planned and preliminary designed	No	4,300,000	4,300,000	Yes	MDE\Federal Earmark	3,442,400
Sludge Dewatering	2,500,000	Planned and preliminary designed	No	2,500,000	2,500,000	Yes	MDE	0
	24,278,000			24,178,000	8,569,767			4,882,167

* from ARPA funds

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

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

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

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

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

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

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

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

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

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

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