

TO: Mayor & Council Members  
FR: Larry DiRe, Town Manager  
DT: October 18, 2021  
RE: Guidelines for the Annual Observance of Halloween

Staff proposes the following text amendments to the October 1, 2007 town guidelines (attached). The proposed revised guidelines in full read as follows:

*The Town of Federalsburg recognizes October 31st of each year as the observation of Halloween and Trick or Treating activities. The Town believes the holiday, and Trick or Treating, is a fun, safe, family-oriented time to share with friends and neighbors. All are invited to participate in activities that are safe, inclusive, respectful of and toward all people, and in a spirit of good neighborliness. To this end the Town encourages all on street and door to door Trick or Treating activities to conclude by 7:30 p.m.*

- *Trick or Treating will be observed from 6:00 p.m. to 7:30 p.m.*
- *Trick or Treaters are encouraged to carry a working flashlight, and wear costumes that will be visible to motor vehicle traffic.*
- *All children should be accompanied by an adult.*
- *Residents participating in treating are encouraged to display outside lighting as a way of acknowledging participation.*
- *Trick or Treaters are asked not to frequent residences that do not display outside lighting.*
- *The Town will maintain police coverage to ensure the safety of all.*

Pending further discussion and direction staff recommends adopting these amended guidelines effective October 18, 2021.

October 1, 2007

It is the policy of the Mayor and Council of Federalsburg to establish guidelines for the annual observance of Halloween in the town of Federalsburg, to insure the safety of the children and protect the community from criminal conduct .

- Trick or Treating will be observed from 6:00 p.m. to 7:30 p.m.
- Trick or Treaters must be 12 years of age or under .
- On those occasions when Halloween falls on a Sunday, Trick or Treat will be advertised and observed on Saturday , October 30<sup>th</sup> .
- Trick or Treaters are encouraged to carry a working flashlight, and wear costumes that will be visible to motor vehicle traffic.
- All children should be accompanied by an adult.
- Residents participating in treating are encouraged to display outside lighting as a way of acknowledging participation.
- Trick or Treaters are asked not to frequent residences that do not display outside lighting.
- Youth that are identified as older than 12 years of age, will be encouraged to discontinue trick or treating.
- Youth identified as being unruly will be dealt with according to the law.
- The town ask parents to be responsible, and assist the police in making trick or treating a safe and fun activity for everyone. If your child is beyond the age for this activity, please do not allow them to participate .
- Notify residents of our policy by utilizing the media, and the website.
- Maintain full police coverage, with high visibility patrols .

TO: Mayor & Council Members  
FR: Larry DiRe, Town Manager  
DT: October 18, 2021  
RE: VFW Request for Veterans' Parade Saturday November 6

Staff received a request for a parade on Saturday November 6, 2021. The proposed parade route is from Morris Avenue to the railroad. Participants would line up at noon and parade step off begins at 1:00 p.m.

Pending further discussion provide direction to staff.

TO: Mayor & Council Members  
FR: Larry DiRe, Town Manager  
DT: October 18, 2021  
RE: Easement Request for Electric Vehicle Charging Stations

Earlier this year staff the local government liaison from Delmarva Power and Light (DP&L) contacted staff about the possibility of locating electric vehicle charging stations in town. DP&L is in the process of expanding such charging stations in the region and reached out to a number of municipalities. The application process was simple, just requiring the recommendation of appropriate sites around town. Staff submitted three locations for consideration: Marina Park; downtown parking lot; and Chambers Park. DP&L staff assessed these locations and made the determination that the Marina Park parking lot was best suited. These charging station locations are designed and installed by DP&L staff and require no town match or operational cost. Previously staff provided the proposed location information. Any further questions or comments were forwarded to DP&L for additional information on this proposed charging station project.

In late July the town received an easement document for the installation of the electric vehicle charging stations (attached). This easement document was sent to the town attorney for review and comment. The attorney had no comments on the content of the easement document.

Pending additional discussion staff recommends approval of the easement for the location of electric vehicle charging stations.

**RIGHT OF WAY AGREEMENT  
(EV Charging Station Facilities)**

The undersigned, herein called the "Grantor," hereby grant(s) to DELMARVA POWER & LIGHT COMPANY ("DELMARVA"), its successors, licensees and assigns, for value received, the right to construct, install, reconstruct, operate and maintain electric vehicle charging station facilities, including, but not limited to, pads, charging facilities, electric and communication lines, poles, crossarms, wires, anchors, guys, conduits, cables, transformers, meters, appurtenant equipment and enclosures (collectively, "charging station facilities") upon, over, under and across the lands of the Grantor situated along South Main Street, in the town of Federalsburg, County of Caroline, Maryland, and acquired from Donald B.W. Messenger, et. al. by Deed dated January 26, 1967, and recorded among the Land Records of Caroline County, Maryland in Liber 162, Folio 474; Otto Chase by Deed dated December 2, 1966, and recorded among the Land Records of Caroline County, Maryland in Liber 161, Folio 81; Norman W. Willey, et.al. by Deed dated August 22, 1966, and recorded among the Land Records of Caroline County, Maryland in Liber 160, Folio 173; Federalsburg Package Co., a body corporate, by Deed dated August 19, 1966, and recorded among the Land Records of Caroline County, Maryland in Liber 160, Folio 152; and Madge K. Wright Christopher and Leonard Christopher by Deed dated August 16, 1966, and recorded among the Land Records of Caroline County, Maryland in Liber 160, Folio 130 ("Grantor's Property").

The charging station facilities are to be located at Grantor's Property in the location generally shown on the job prints attached hereto as **Exhibit 1A and Exhibit 1B**.

Together with the right of access at all times to the charging station facilities, the right to extend electric and communication lines by the most direct practical route from the main lines to any charging station facilities on Grantor's Property, the right to trim, top, cut down and remove trees and/or shrubs adjacent to charging station facilities to provide proper operating clearance, the right to make necessary openings and excavations for the purpose of examining, repairing, replacing, altering or expanding charging station facilities provided that all openings or excavations shall be properly refilled and the property left in good and safe condition, and the right to place signs at Grantor's Property, near the charging station facilities restricting use of parking spaces adjacent to the charging station facilities to electric vehicles using or in line to use the charging facilities. No buildings or structures are to be erected under or over charging station facilities, and adequate horizontal clearances, with a five (5) foot minimum, must be maintained. Shrubbery, trees, fences, or other obstructions shall not be placed so close to any charging station facilities that they would, in the sole judgement of the Company, hinder or obstruct operation or maintenance of said equipment.

DELMARVA will return Grantor's Property to as near as its original condition as reasonably possible upon termination of use of Grantor's Property as an electric vehicle charging station facility.

(area intentionally left blank)

IN WITNESS WHEREOF, the Grantor(s) has/have caused this agreement to be properly executed  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESS:

MAYOR AND COUNCIL OF FEDERALSBURG,  
a municipal corporation of the State of Maryland

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_:

SS:

COUNTY OF \_\_\_\_\_:

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for the State and County aforesaid personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of Mayor and Council of Federalsburg, and that (s)he, in such capacity and being authorized so to do, did execute the foregoing Agreement as the act and deed of Mayor and Council of Federalsburg for the purposes therein contained, and said act and deed was made without monetary consideration..

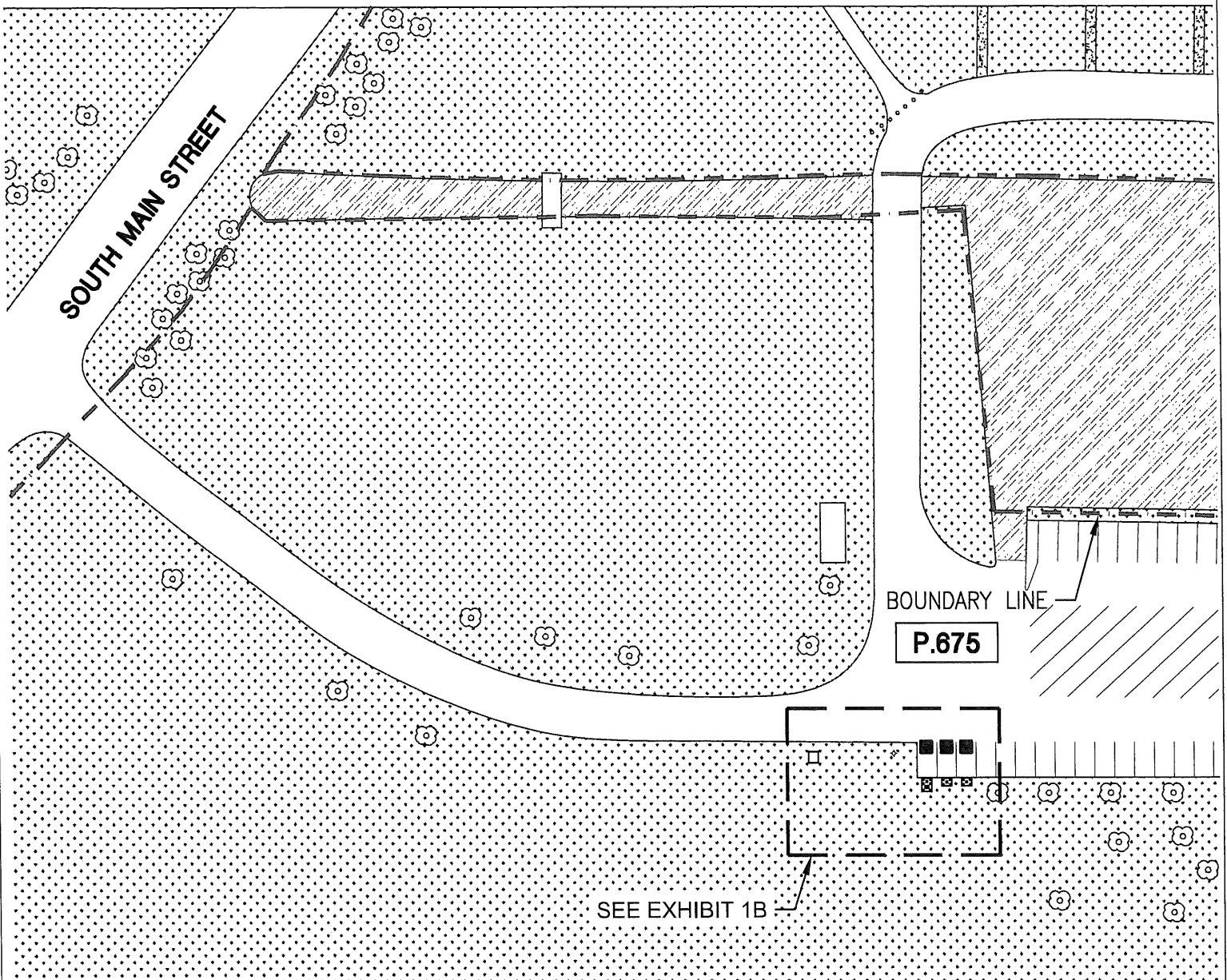
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Exhibits 1A & 1B**

Job Print  
(see attached)



**DISCLAIMER:**

THIS PLAN IS FOR GENERAL PRESENTATION PURPOSES ONLY, AND IS NOT INTENDED, NOR SHOULD BE USED, AS A SURVEY. THE BOUNDARY LINES SHOWN WERE OBTAINED USING THE MERLIN-MARYLAND ONLINE DATABASE. ACCURACY OF INFORMATION CANNOT BE GUARANTEED.

**PLAN VIEW**  
NOT TO SCALE

- LEGEND**
- COMBINED FOUNDATION: METER PED. LEVEL 2 NOVACHARGE & BOLLARDS
  - LEVEL 2 NOVACHARGE & FOUNDATION
  - EXISTING TREES TO REMAIN
  - CONDUIT
  - GRASS
  - CONCRETE

# EXHIBIT 1A

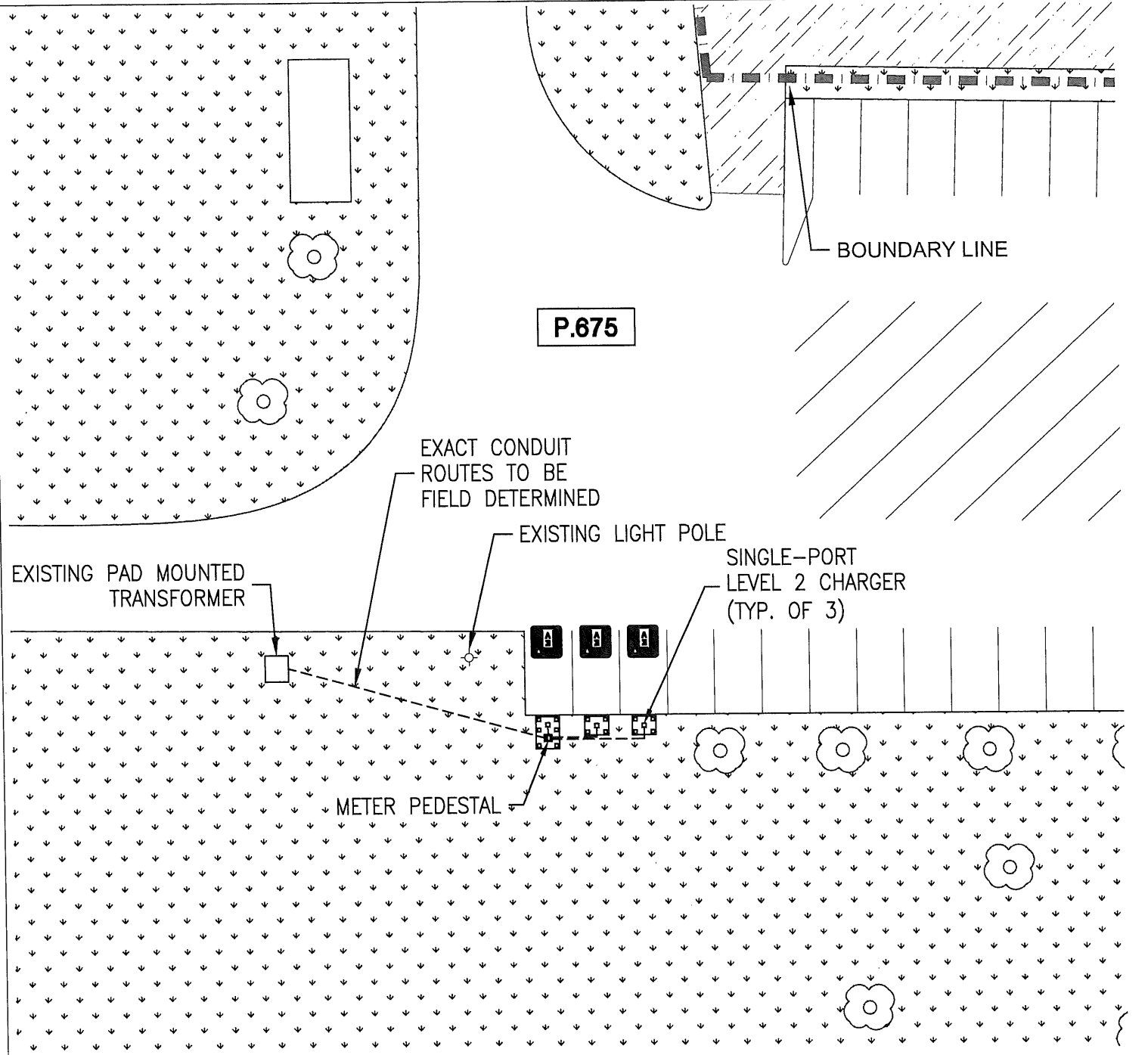
SOUTH MAIN STREET, FEDERALSBURG MD 21632  
DPL PUBLIC CHARGING EQUIPMENT PLAN  
3 LEVEL-2 SINGLE PORT NOVACHARGE



SCALE : NONE

MARINA PARK  
PARKING LOT





**DISCLAIMER:**

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**LEGEND**

- COMBINED FOUNDATION: METER PED. LEVEL 2 NOVACHARGE & BOLLARDS
- LEVEL 2 NOVACHARGE & FOUNDATION
- EXISTING TREES TO REMAIN
- CONDUIT
- GRASS
- CONCRETE

**PLAN VIEW**  
NOT TO SCALE

# EXHIBIT 1B

SOUTH MAIN STREET, FEDERALSBURG MD 21632  
DPL PUBLIC CHARGING EQUIPMENT PLAN  
3 LEVEL-2 SINGLE PORT NOVACHARGE

Newark, DE - An Exelon Company

SCALE : NONE  
MARINA PARK  
PARKING LOT

TO: Mayor & Council Members  
FR: Larry DiRe, Town Manager  
DT: October 18, 2021  
RE: Draft Nuisance Properties Ordinance

The draft nuisance properties ordinance (attached) is for review purposes at this time. Municipalities adopt such ordinances to better identify properties, and the activities occurring at those properties, that constitute specific threats or obstructions to the public health, safety, and welfare of neighboring properties and the community at large. At this time the draft document is provided for discussion, and staff is not requesting any legislative action.

Pending additional discussion, provide direction to staff.

## Chapter 155 Nuisances

### § Findings.

- A. The Mayor and City Council find that:
- (1) Illegal activities or behavior of persons on properties within the Town can constitute public and private nuisances.
  - (2) To maintain the public health, safety and welfare, the Town must abate nuisance-creating conditions existing on properties.
  - (3) Owners of properties within the Town must be responsible to monitor their properties and to take timely and appropriate action if a nuisance exists thereon, whether that nuisance is created by existing physical conditions or by nuisance-creating behaviors. Such nuisances can be avoided with adequate property management.
- B. The Town deems it necessary to set forth and enforce minimum standards relating to the management of residential and commercial properties to protect the public health, safety and welfare and to provide a remedy which will permit the Town or private persons to take effective action against property owners on whose property nuisances occur, in order to compel such owners to abate the nuisances.

### § Applicability.

The provisions of this chapter shall apply generally to all property throughout the Town of Federalsburg wherein any of the nuisances hereinafter specified are found to exist; provided, however, that any condition which would constitute a violation of this chapter but which is duly authorized under any municipal, state or federal law shall not be deemed to violate this chapter.

### § Responsibility for property management; definitions.

- A. Every owner of real property within the Town is required to manage the property in a manner so as not to create or allow a public nuisance or to have an adverse impact on adjoining properties or the neighborhood or to violate the provisions of this Code. The owner shall remain liable for

violations thereof regardless of any contract or agreement with any third party regarding the property.

- B. Every building or unit within a building used for the purpose of unlawfully manufacturing, delivering, selling, storing or giving away any controlled substance, and every building or unit within a building wherein or upon which such acts take place, is a nuisance which shall be enjoined, abated and prevented, whether it is a public or private nuisance.
- C. As used in the chapter, the following terms shall have the meanings indicated:

**ADVERSE IMPACT**

Includes consideration of, but is not limited to, the following:

- (1) Any search warrants served on the property where controlled substances were seized;
- (2) Investigative purchases of controlled substances on or near the property by law enforcement or their agents;
- (3) Arrests of persons who frequent the property for violation of controlled substances laws;
- (4) Increased volume of traffic associated with the property; and
- (5) The number of complaints made to law enforcement of illegal activity associated with the property.

**BUILDING**

Includes, but is not limited to, any structure or any separate part or portion thereof, whether permanent or not, or the ground itself.

## § Declaration of public nuisance.

It is hereby declared a public nuisance for any person, firm or corporation, whether owner, lessor, lessee, sublessor, sublessee or occupant of any premises in this Town, to permit those premises to be used in such a manner as to constitute a public nuisance or create an adverse impact on adjoining properties or the surrounding neighborhood that any one or more of the activities described in the following subsections are found to occur thereon:

- A. The illegal sale of controlled substances and other illegal drugs and substances which creates a public nuisance.
- B. The illegal use of controlled substances and other illegal drugs and substances which creates a public nuisance.
- C. Increased volume of traffic associated with the property and/or arrests of persons who frequent the property for violation of controlled substance laws.
- D. Prostitution.
- E. The firing of gunshots or brandishing of weapons by a resident or by a guest of a resident.
- F. The occurrence of criminal activity which threatens life, health, safety or welfare of the residents, neighbors or the public.
- G. "Nuisance" which includes a property (including a mobile home) that is used:
  - (1) By persons who assemble for the specific purpose of illegally administering a controlled dangerous substance;

- (2) For the illegal manufacture or distribution of:
  - (a) A controlled dangerous substance; or
  - (b) Controlled paraphernalia, as defined in § 5-101 of the Criminal Law Article of the Annotated Code of Maryland.<sup>[1]</sup>
  
- (3) For the illegal storage or concealment of a controlled dangerous substance in sufficient quantity to reasonably indicate under all the circumstances an intent to manufacture, distribute or dispense:
  - (a) A controlled dangerous substance; or
  - (b) Controlled paraphernalia, as defined in § 5-101 of the Criminal Law Article of the Annotated Code of Maryland.<sup>[2]</sup>
  
- H. Maintains property in such a manner so as to create adverse impact on adjoining properties or surrounding neighborhoods.

## § Enforcement.

- A. The Town or any person affected by a public nuisance described in this Code may bring a civil action for injunctive relief to abate the nuisance against any owner who violates this Code, provided that the Town has given the owner or the owner's agent(s) written notice to abate said nuisance. Notification shall be sent by certified mail or hand delivered by a law enforcement official and shall describe in detail the adverse impact associated with the property on the surrounding neighborhood. The owner of the property shall have a maximum of 45 days from the date the notice is received to abate the nuisance before a formal complaint is filed with the court; provided, however, that if the violation cannot be abated within the time period specified, the Mayor and Town Council may extend the time period for compliance for a reasonable period of time upon submission of an acceptable abatement plan by the property owner or the property owner's agent. In determining whether the abatement plan is acceptable, consideration by the Mayor and Council shall include but shall not be limited to:
  - (1) The sufficiency and dates of all actions undertaken to abate the nuisance;
  - (2) The sufficiency of a plan detailing further actions which are needed to abate the nuisance; and
  - (3) The length of time necessary to complete the abatement of the nuisance.
  
- B. Any complaint filed under this chapter shall be accompanied by an affidavit for purposes of showing that the owner or his or her agent has had an opportunity to abate the nuisance, including time extensions, if any. The affidavit shall contain a description of all attempts to notify and locate the owner of the property or the owner's agent.

## § Injunction.

The Town or other person shall have the following remedy:

- A. Failure to abate the nuisance within the time period specified by this chapter, including any extensions, if any, shall be subject to an application for a temporary restraining order or

preliminary injunction. The court may, upon a showing of good cause, issue an ex parte restraining order or preliminary injunction preventing the defendant and all other persons from removing or in any manner interfering with the personal property and contents of the place where the nuisance is alleged to exist and may grant such preliminary relief as is necessary to prevent the continuance or recurrence of the nuisance pending the decision; the stock-in-trade may not be so restrained, but an inventory and full accounting of all business transactions may be required. Any violation of the order or injunction is a contempt of court, and where such order or injunction is posted, mutilation or removal thereof while the same remains in force is a contempt of court if such posted order or injunction contains a notice to that effect.

- B. If the existence of the nuisance is established in the action, an order of abatement shall be entered as part of the final judgment in the case. Plaintiffs costs in the action, including those of abatement, shall constitute a lien upon the building or unit within a building. The lien is enforceable and collectible by execution issued by order of the court.
- C. If the court finds that the owner has been making reasonable efforts to abate the nuisance, has not been guilty of contempt of court in the proceedings, and will immediately abate any such nuisance that may exist at the building or unit within a building and prevent it from being a nuisance within a period of one year thereafter, the court may order the building or unit within a building to be delivered to the owner, and no order of abatement shall be entered. If the owner meets the requirements of this subsection, the order of abatement shall be canceled.

## § Final order of abatement.

Any final order of abatement issued under this chapter shall:

- A. Direct removal of all personal property subject to seizure and forfeiture from the building or unit within a building and direct its disposition;
- B. Provide for the immediate closure of the building or unit within a building against its use for any purpose and for keeping it closed for such period of time as the court may determine; and
- C. State that while the order of abatement remains in effect the building or unit within a building shall remain in the custody of the court.

## § Additional remedies.

The provisions of this chapter are intended to be supplementary to all of the other provisions of the City Code and state law, and all remedies set forth herein shall be cumulative to other remedies which may be available under the City Code or state law.

## § Leases, rental contracts and agreements to provide notice.

Upon adoption of this chapter, all written leases, rental contracts and agreements that give individuals or groups of individuals the right or privilege to occupy real property for the purpose of using such property as a residence, dwelling, refuge or shelter shall contain the following provision:

"The Town of Federalsburg has adopted a Property Nuisance Abatement Ordinance which states it is a public nuisance for any person, firm, or corporation, whether owner, lessor, lessee, sub-lessor, sub-lessee or occupant of any premises in this City, to permit those premises to be used in such a manner so as to create an adverse impact on adjoining properties or the surrounding neighborhood.

'Adverse impact' includes consideration of, but is not limited to, the following: Any search warrants

served on the property where controlled substances were seized; investigative purchases of controlled substances on or near the property by law enforcement or their agents; arrests of persons who frequent the property for violation of controlled substances laws, increased volume of traffic associated with the property; and the number of complaints made to law enforcement of illegal activity associated with the property.

It shall be a violation of this agreement and grounds for eviction if any of the adverse impact offenses occur as a result of activity on this property."

TO: Mayor & Council Members  
FR: Larry DiRe, Town Manager  
DT: October 18, 2021  
RE: Short Term Agreement for Plan Review and Inspection Services

The staff member tasked with performing plan review, building permitting and inspection services is retiring from town service effective Friday October 22, 2021. A number of local contract professional services are available to provide these services for both the short and long term. At present the town manager is reviewing and issuing building permits and informing those pulling permits to contact First State Inspection Agency, Inc (First State) for follow up inspection services. Staff and First State discussed a short-term interim service contract for a ninety-day period. During this interim period staff will provide information at a November meeting to consider issuing a formal request for professional qualifications from outsourced contractors, or hiring a town employee to provide these services as an in-house capability.

The attached agreement and fee schedule documents illustrate the terms of service and associated costs. These have been reviewed by the town attorney, and have been modified to reflect a ninety-day term of service commencing upon approval and terminating on January 17, 2022.

Pending additional discussion, staff recommends mayor and town council approve these short term agreements for professional plan review and inspection services.



## Contract for Property Maintenance/ Rental Inspection Services

This agreement is made this 18 day of October 2021, by and between the **Town of Federalsburg** a political subdivision of the State of Maryland, (hereinafter referred to as “the Town”) and **First State Inspection Agency, Inc.** (hereinafter referred to as “FSIA”).

### Term of Contract

The initial Contract period will be for ~~one year~~ ninety (90) days, commencing on the above date and ending 2022. At its discretion and subject to appropriation, the Town may extend the initial Contract for successive ~~one year~~ ninety (90) day periods.

Notice of Contract termination may be made by either party in writing at least thirty (30) days before the termination date.

### Scope of Services

The Town has adopted the 2021~~18~~ International Property Maintenance Code to ensure requirements for continued use of buildings and properties are followed and conditions of existing residential and nonresidential structures are properly maintained.

At the request of the Town, FSIA shall conduct e property maintenance/rental inspections at such properties as single-family homes, multi-family homes, townhomes, apartments, nonresidential buildings, etc. to verify conditions meet requirements for continued use, livability, and proper maintenance of plumbing, mechanical, and electrical systems.

At the request of the Town, FSIA shall conduct inspections of the exterior and/or interior of properties to determine compliance with required maintenance and use as permitted by the Town.

FSIA shall provide technical advice and information to and for the Town as requested by the Town.

FSIA shall be responsible for posting notices of violations or unsafe structures.

The Town shall, when reasonably necessary, provide a law enforcement escort for the safety of FSIA inspectors.

A Fee Schedule has been provided for services to be performed within the Town as Exhibit A. The Town may add or delete services from time to time as property maintenance/ rental inspection requirements may change. Fees to be charged for any additional services shall be subject to negotiation between the Town and FSIA.

FSIA shall maintain written records of on-site inspections, with copies provided the next business day to the Town for its use and dissemination to property owners as needed.

FSIA will retain copies of all complaints received with regards to its performance of services under this Contract and shall provide to the Town upon receipt. The Town may include said complaints and their resolution by FSIA as part of its periodic measurement of FSIA’s performance.

### Scheduling

FSIA will schedule property maintenance/ rental inspections as requested by the Town. If no specific date/ time is requested, FSIA will honor such request at the earliest possible option – typically the next business day. However, should a specific date and/or time be needed or requested, FSIA requests at least three (3) business days’ notice to schedule at a mutually-agreeable time.

## **Staffing**

FSIA must have a sufficient number of qualified inspectors who are appropriately licensed or certified available to perform the required services on an as-needed basis in exchange for payment of reasonable fees by persons required to obtain such inspections. FSIA is responsible for employment and supervision of all employees necessary to perform the services provided for herein. The Town will advise FSIA of any inadequate performance which has a negative effect on the service being provided. Any FSIA employee determined by the Town to be unacceptable must be removed from performance of duties under the Contract upon receiving notification from the Town.

## **Payment Terms**

The Town agrees to pay FSIA pursuant to the fee schedule attached.

The Town is not obligated to accept any increases in fees and may terminate the Contract if fees are not mutually acceptable.

## **Breaches and Dispute Resolution**

Disputes arising in the performance of the Contract which are not resolved by agreement of the parties shall be decided in writing by the Town Mayor and Town Council. Unless otherwise directed by the Town, FSIA shall continue performance under this Contract while matters in dispute are being resolved.

Should there be any disagreement over code interpretation between FSIA and a property owner/ manager that cannot be resolved, the Town shall be authorized to make the final decision in order to resolve said disagreement.

Should any party to the contract suffer injury or damage to person or property because of any act or omission of any other party or of any of its employees, agents, or others for whose acts such party is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

## **Hold Harmless – Liability**

FSIA shall indemnify, defend and hold harmless the Town from any claim, demand, liability, judgment or expense, including court costs, attorney's fees and other costs of defense which may arise by reason of injury or death of persons, damage to property, or other losses sustained by FSIA arising out of FSIA employee or agent negligent or willful conduct, or failure to provide services under this Agreement in accordance with the terms hereof.

## **Independent Contractor**

FSIA will be an independent contractor to the Town under this Contract. FSIA nor any of its subcontractors, agents, employees, officers, or directors shall be entitled to participate in any employee benefits programs the Town may provide to its own employees. FSIA shall maintain sufficient liability insurance in accordance with standards established by the Town's insurer and obtain any business license required to operate in the Town.

FSIA is responsible for all federal and state taxes applicable to any compensation payments made to independent contractor under this Contract.

## **Subcontracting**

FSIA shall not subcontract any portion of this Contract or assign any interest in this Contract without receiving prior written approval from the Town Manager.

### **Final Contract Document**

The agreement between the Town and FSIA shall consist of this Contract for Property Maintenance/ Rental Inspection Services, including Exhibit A (fee schedule). Change orders or modifications subsequent to entering into the agreements for service must be mutually agreeable and documented in writing. If there is a conflict between any of the documents, the Contract will prevail.

### **Retention of Records**

FSIA shall retain and maintain copies of all records and documents relating to this Contract and any inspections services performed for three (3) years after the performance thereof or from the termination of the Contract. The Town shall maintain all original records and documents relating to permits, inspections, services, and scheduling requests.

### **Access to Records**

FSIA agrees to allow the Town reasonable access to the files and records that are related to this Contract and the performance of services under the Contract at reasonable times and upon reasonable notice. In the event of litigation or settlement of claims arising from the performance of the Contract, FSIA agrees to retain all files and records until the Town is satisfied that all such litigation, appeals, claims, or exceptions related thereto have expired, settled, or reached a conclusion.

### **Compliance with Laws**

FSIA shall be required to comply with all applicable Federal, State, and local laws, rules, and regulations in carrying out services under this contract.

### **Professional Behavior**

All personnel performing services under the Contract shall conduct themselves in a courteous and respectful manner to all customers and to Town personnel.

### **Insurance**

FSIA shall be required to purchase and maintain, for the life of the contract, Comprehensive General Liability, Professional, and Worker's Compensation insurance policies, with limits of not less than the following:

- |                                     |                    |
|-------------------------------------|--------------------|
| (a) Comprehensive General Liability | \$1,000,000        |
| (b) Errors and Omissions            | \$1,000,000        |
| (c) Worker's Compensation           | As required by law |

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof, at the Town's option. FSIA shall provide the Town with Certificates of Insurance evidencing the coverage required above within thirty (30) days of receipt of the signed contract. Such policies shall name the Town as an additional insured.

**Contract References**

The Town’s Office Manager is the official point of contact. Officials responsible for management and implementation of the building review and inspections process are as follows:

**Mr. Lawrence DiRe**

Town Manager – Town of Federalsburg  
410/754-8173  
[townmanager@federalsburg.org](mailto:townmanager@federalsburg.org)

**Mr. Earle Dempsey**

President – First State Inspection Agency, Inc.  
302/422-3859 Office  
302/222-6875 Mobile  
[earle.dempsey@firststateinspection.com](mailto:earle.dempsey@firststateinspection.com)

**Authority to Contract**

FSIA and the Town warrants to each other that each is fully authorized and competent to enter into this Contract, in the capacity indicated by his or her signature to be bound.

**IN WITNESS WHEREOF**, the said parties have hereunto set their hands and seals having executed this Contract to be effective as herein provided on the date first written above.

**ATTEST:**

**TOWN COUNCIL  
FEDERALSBURG, MARYLAND**

\_\_\_\_\_  
Lawrence DiRe  
Town Manager

\_\_\_\_\_  
Kimberly M. Jahnigen Abner, Mayor/ Date  
Town Council of Federalsburg, Maryland

**FIRST STATE INSPECTION AGENCY, INC.**

\_\_\_\_\_  
Earle Dempsey, President/ Date  
First State Inspection Agency, Inc.



**First State Inspection Agency, Inc.**  
**Property Maintenance/Rental Inspection Fee Schedule**

***Residential***

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- Initial inspection (including report of compliance or correction) \$85.00
- Re-inspection of corrections \$45.00
- Apartment livability inspection (per unit) \$45.00

***Non-Residential***

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- Initial inspection (including report of compliance or correction) \$155.00
- Re-inspection of corrections \$75.00

***Posting of Notices, Depositions, and Court Appearances***

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- Posting of Notices \$45.00
- Depositions and Court Appearances \$100.00/ hour

## Exhibit A

### General Plan Review, Permitting and Inspections Process (Recommended)

#### Plan Reviews:

For projects requiring a plan review, either Building or Plumbing:

1. The Town will collect all necessary documentation from the applicant
2. The Town will invoice the applicant for the respective plan review fee(s) and collect payment. FSIA can assist with providing the correct plan review fee amount as needed.
3. The Town will notify FSIA that there are plans that require review:
  - a. If an electronic copy is provided or created, the plans can be sent to [inspections@firststateinspection.com](mailto:inspections@firststateinspection.com). Plans will be reviewed electronically using Bluebeam.
  - b. If physical copies are provided, FSIA will collect the plans from Town Hall for review.
4. If there are questions or concerns with the plans, FSIA will engage with the contractor/ designer directly for more information or corrections.
5. Once plans are reviewed and approved, FSIA will return the plans stamped as approved on behalf of the Town along with the invoice for the associated plan review fees.
6. When approved plans are received, the Town will issue the associated permit(s).

#### Permitting:

The Town will issue all permits for Building and Plumbing projects, some of which may first require a successful plan review with an approved set of plan documents, as follows:

1. The permit fee will include all Town fees as well as the FSIA inspection fees. FSIA can assist with providing the correct inspections fee amount(s) as needed.
2. Once fees are paid and the permitting process complete, the Town will forward FSIA all associated permit documents that should include as a minimum:
  - a. A copy of the permit and permit application, showing the fees assessed
  - b. The type of project (residential, commercial, etc.) and type of work being performed (new, addition, alteration, etc.)
  - c. The type of permit and inspections required (building, plumbing)
  - d. The property address and owner information
  - e. The contractor information and contact details
  - f. A copy of the FSIA plumbing application (if appropriate). Not required for building-only permits.

When new permits are received, FSIA will create an office file for the permit for use with future inspection requests.

#### Inspections

Once permits are on file, FSIA will coordinate all required inspections:

1. Contractors or permit applicants will contact FSIA directly for inspection requests
2. FSIA will complete inspections when requested and communicate results directly to the requestor
3. In general for most projects, the following inspections will be included as required (by discipline):
  - a. Building – Footing, Foundation, Framing, Energy, and Final
  - b. Plumbing – Underground, Rough-in, and Final
4. FSIA will invoice the Town for the permit's full inspection fee upon completion of the first inspection request
5. FSIA will engage the Town and communicate relevant developments as needed throughout the inspections process should the need arise.
6. Once all required inspections have been completed, FSIA will notify the Town via certification letter. The Town may then close out the permit and issue a CO or take other actions as necessary



**EXHIBIT C**

**TOWN OF FEDERALSBURG, MD  
BUILDING INSPECTION FEE SCHEDULE**

- |  |                            |
|--|----------------------------|
| 1) Accessory Dwelling (separate eating, sleeping and living quarters)                                  |                            |
| a) Attached to Existing Dwelling   | \$245.00                   |
| b) Detached Structure  | \$245.00                   |
| c) Conversion of Existing Structure  | \$145.00                   |
| 2) Accessory/Detached Structures to be permanently affixed to the ground or on a permanent foundation. |                            |
| a) Garages   | \$115.00                   |
| b) Pole Buildings  | \$115.00                   |
| c) Storage Sheds   | \$115.00                   |
| d) Pool Houses   | \$115.00                   |
| e) Carports  | \$115.00                   |
| 3) Additions to Residential Dwellings  |                            |
| a) Garages   | \$115.00                   |
| b) Porches   | \$115.00                   |
| c) Rooms   | \$115.00                   |
| d) Expansion of Existing Rooms   | \$115.00                   |
| e) Dormers   | \$95.00                    |
| f) Decks   | \$95.00                    |
| 4) Alterations/Renovations to Residential Dwellings  |                            |
| a) Interior  | \$95.00                    |
| b) Exterior  | \$95.00                    |
| c) Multi-work (Interior & Exterior)  | \$115.00                   |
| d) Sunrooms  | \$115.00                   |
| 5) Commercial/Industrial/Institutional   |                            |
| a) New Stick Built Construction  | \$0.25/ sq. ft.            |
| b) New Modular Construction  | \$0.25/ sq. ft.            |
| c) Addition  | \$0.25/ sq. ft.            |
| d) Alteration/Renovation   | 1% of cost of construction |
| 6) Fireplace/Heating Systems   |                            |
| a) New   | \$85.00                    |
| b) Repair  | \$85.00                    |
| 7) Foundation  |                            |
| a) New   | \$85.00                    |
| b) Repair  | \$85.00                    |



8) Mobile/Manufactured Dwelling	
a) Single wide	\$145.00
b) Double wide	\$145.00
c) Triple wide	\$200.00
9) Multi-Family Dwelling/Two-Family Dwelling	\$145.00 per dwelling
10) New Single-Family Dwelling	
a) Stick-Built	\$245.00
b) Modular	\$145.00
11) Residential Pool	
a) In-ground	\$115.00
b) Above-ground	\$85.00
c) Spa/Hot Tub	\$85.00
12) Commercial Pool	
a) In-ground	\$125.00
b) Above-ground	\$95.00
c) Spa/Hot Tub	\$95.00
13) Sign	
a) Ground-mount	\$115.00
b) On-building	\$85.00
14) Townhouse	\$245.00 per unit
15) Demolitions	\$85.00
16) Signs involving load bearing or related safety issues.	
a) Ground-mount	\$115.00
b) On-building	\$85.00

\* Additional inspection trips required will be assessed a \$50.00 per trip fee

\* After-hours response or other special situations billed at \$100.00 per hour





**TOWN OF FEDERALSBURG, MD**  
**PLUMBING INSPECTION FEE SCHEDULE**

**Non-Residential**

(listed fees apply to new construction, additions and alterations)

Piping under slab (waste and supply), not over 5 fixtures	\$31.00
Each additional fixture	\$6.00
Piping rough in (waste and supply), not over 5 fixtures	\$31.00
Each additional fixture	\$6.00
Piping final inspection not over 5 fixtures	\$31.00
Each additional fixtures	\$6.00
 <b>MINIMUM FEE</b>	 <b>\$85.00</b>

**Residential**

Manufactured Dwellings, per unit (including Mobile Home)	\$85.00
Single Family Dwelling – not over 3 full and/or partial baths	\$130.00
Single Family Townhouse, Condominium – not over 3 full baths	\$130.00
Two Family Dwelling – not over 2 full and/or partial baths per unit	\$175.00
Multi-Family Apartment Building - not over 2 full and/or partial baths per unit	
First Apartment	\$130.00
Each additional Apartment	\$85.00
 Each additional bathroom per Dwelling, Townhouse, Condo or Apartment	 \$40.00
 Additions and Alterations – inspection of drains, wastes, vents, and supply piping not over 5 fixtures	 \$85.00
Each additional fixture	\$15.00
 <b>MINIMUM FEE</b>	 <b>\$85.00</b>

Renovations, Alterations and structures not covered by this schedule...  
**APPLY FOR SPECIAL FEE**



**TOWN OF FEDERALSBURG, MD**  
**PLAN REVIEW FEE SCHEDULE**

**BUILDING**

*All use groups other than R3 and R4*

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• **New Construction (Fee based on \*Gross Floor Area of construction)**

Up to and including 10,000 sq. ft.	\$ .045 per sq. ft.
Greater than 10,000 sq. ft.	\$ .03 per sq. ft.

\*Gross Floor Area is defined as the total square footage of all floors, within the perimeter of the outside walls, including basements, cellars, garages, roofed patios, breezeways, covered walkways and attics with floor to ceiling height of 6'6" or more.

• **Alterations**

1.0% of the estimated cost of construction

Minimum fee \$ 60.00

*One- and Two-Family Dwellings (use groups R3 and R4)*

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• **New Construction**

\$145.00 per dwelling unit includes building, plumbing, and mechanical

• **Alterations and Additions**

0.75% of the estimated cost of construction

• Accessory Structures (pole building, garage, pool house)	\$80.00
• Sunroom & screen porch	\$50.00
• Minor interior renovations (basement fit-out)	\$40.00
• Sheds – Pre-Fab/ Stick-built	\$30.00/ \$40.00
• Swimming pools	\$30.00
• Decks	\$30.00



• Solar plan review

\$30.00

Minimum fee \$30.00

**TOWN OF FEDERALSBURG, MD**  
**PLAN REVIEW FEE SCHEDULE**

**PLUMBING**

(All use groups other than R3 and R4)

- Each Fixture or Device \$1.25 ea  
(except special device)
  
- Special Device \$6.50 ea

Examples of Special Devices include: Grease traps, oil separators, water and sewer connections, backflow preventer, steam boilers, sewer pumps, interceptors, etc.

Minimum fee \$40.00

When combined with building plan review, plumbing plan reviews for all use groups except R3 and R4 will be performed for 20% of the building plan review fee.

TO: Mayor & Council Members  
FR: Larry DiRe, Town Manager  
DT: October 18, 2021  
RE: Request for Qualifications for Professional Engineering Services Update

At the October 4, 2021 meeting Staff suggests additional procedural steps to conclude this process including, but are limited to, bringing this discussion to a future work session, and scheduling in-person or video conferencing firm presentations at a future public meeting. At that time the mayor and town council reached consensus that the qualification packets from each firm would be evaluated and a number of firms would be invited to present their qualifications at a public meeting and answer questions from mayor and council members.

The town received qualification packets from five qualified firms. Those packets were distributed to the mayor and town council.

Pending additional discussion, staff recommends mayor and town council provide direction to staff for next procedural steps for firm selection and invitation to present.

TO: Mayor & Council Members  
FR: Larry DiRe, Town Manager  
DT: October 18, 2021  
RE: Request for Qualifications for Advanced Metering Infrastructure (AMI) Water  
Meter System Replacement – Due Date Extension Request

During the specified question period in the public notice, a firm requested an extension of the publicized due date. The proposed and approved due date is Wednesday October 20, 2021. The request is for an extension until Wednesday November 10, 2021 at 2:00 p.m. In the interest of receiving as many submittals as possible from qualified firms, staff finds this three-week extension reasonable, not detrimental to the preferred timeline, and in the overall public interest. If approved, staff will post and advertise the revised due date and contact those firms having requested request for qualifications packets.

Pending additional discussion, staff recommends mayor and town council approve the request for deadline extension to November 10, 2021 and direct staff to advertise same.