

Mayor and Council of Federalsburg
Wednesday, September 7, 2022
Executive Session @ 5:30 P.M. – Legal Advice
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/82205246927?pwd=Sm1YeGUya1dDZFNVONGWUFDbUs4Zz09>

Meeting ID: 822 0524 6927

Passcode: TOFBusi

Agenda

- I. Call to Order**
- II. Welcome and Pledge of Allegiance – Pastor Keith Colona, Invocation**
- III. Public Comment**
- IV. Approval of Minutes**
- V. Reassignment of ARPA Funding – Support for 2022 Hay Day Community Event**
- VI. Water Tank Lights and Ongoing Diagnostic and Programming Services Agreement with Pixelumen Lab, LLC**
- VII. Revision of Town Code Chapter 17 – Animal Ordinance**
- VIII. Letter of Notice to Eastern Shore Environmental Pursuant to Contract Section 20.C**
- IX. (Pending – Request to Connect to Municipal Sewer Due to Failing Septic System)**
- X. (Pending – Agreement with Bigg Tyme Trash, LLC to Provide Residential Trash Collection on an Interim Basis)**
- XI. September 19, 2022 Workshop – AquaCon Community Discussion**
- XII. Mayor and Council Action Items**

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

XIII. Adjournment

NOTES:

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

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

Rules for Public Comment

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

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

Mayor and Council of Federalsburg
Regular Monthly Meeting
August 8, 2022 @ 6:00 pm

The Mayor & Council of Federalsburg held their regular monthly meeting on Monday, August 8, 2022 at 6:00 pm, in the Mayor & Council meeting room located at Town Hall. Those in attendance were Mayor Abner and Councilmembers Sewell, Phillips, Willoughby, and Windsor. Lyndsey Ryan, Town Attorney, Staff and members of the public were also present.

Mayor Abner called the meeting to order at 6:00 pm, welcomed all guests present and led the group in the pledge of allegiance.

Public Comment

There were none.

Approval of Previous Month's Minutes

Councilmember Willoughby made a motion seconded by Councilmember Windsor and unanimously passed by a vote of five to zero approving the minutes from the previous meeting as presented.

Presentation - MAS Alliance, LLC - Federalsburg Cannabis Campus

Mr. Tim Crosby, Crosby & Associates introduced himself and the members of his team (via Zoom - Seth Murphy CEO on zoom - Todd Hughes COO and Owner) in conjunction with the MAS Cannabis facility proposed at the former Pillsbury plant on Reliance Avenue. He gave a detailed summary of their operation and their plans for the property. The property is currently approximately 23 acres of densely wooded area, and MAS has no intention of any deforestation plans. The requirements of the State for this type of facility are very restrictive and allow for NO visibility of the plants or operations. They will also have indoor and outdoor growing areas, rooms for cultivation and processing; as well as office space and a parking garage.

They showed an overall master plan to include renovations to the existing buildings and construction of new buildings and a parking garage.

Mr. Crosby stated that cannabis generates a large amount of biomass and their plan is to generate and produce that into energy and steam, feeding necessary requirements for the building and property. Over time, they plan to create 400-600 jobs and are interested in having and producing workforce housing, to accommodate as many employees as possible in and near Federalsburg.

Mr. Crosby stated that MAS has a very aggressive schedule and they hope to begin with Phase I in the next few months, with Phase 2 soon to follow in the fall. Both Phase 1 and 2 include renovations to existing buildings. Phases 3 and 4 will include expansion of the indoor cultivation and grow rooms, vegetation rooms, research and development areas, and parking facility. They are hoping for total project completion in approximately 10-12 years, with an investment of approximately \$130 million dollars. The State Commission has very strict regulations for their operations and employees.

Mr. Crosby also addressed some of the questions recently asked at the Planning and Zoning meeting:

- Will this facility operate 24/7 - yes it will.

- Do you anticipate trouble getting good employees - MAS pays very well and has very good benefits.
- What plans for odor control - there are strict odor control regulations and they plan to install state of the art technology that will ensure no odor will escape the property from the indoor or outdoor grow areas
- Will there be a meeting for public comments/questions - Yes, they plan to return with a much better, detailed presentation and will make it available for the public
- Cambridge facility smells, why will this be different - Cambridge is in an industrial area and did not require odor control
- Are their concerns about height restrictions - No, they plan to meet all requirements of the town's code without needing any variances
- When does the plant flower/odor produce - During a one month period, usually September/October and only for about 30 days
- How much water usage is involved with this project - Minimal, they plan to recycle water and use a well for irrigation purposes. Restrooms and cleaning office areas would use public water. They will have an intricate HVAC system that cleans and recycles its own water.
- What type of refrigeration system - They will use standard walk-ins/coolers that are all regulated and monitored by the State.
- Will there be onsite sale of the product - No this is not permitted by the State
- Will there be heavy traffic - no heavy traffic, mainly employees and Fed-Ex trucks
- What are the water requirements for this project - There are 2 wells onsite which will be utilized for irrigation systems for the plants - all fertigation water is required by law to be recycled and reused - public water will only be used for bathrooms/showers - minimal town water will be used. They will also not be generating any stormwater because it will be captured and recycled.
- Will there be fencing - Yes, the State requires a minimum of 8 ft fencing around the entire grow areas - elsewhere must be 6 ft tall.

Mr. Hughes and Mr. Murphy stated that this company is very anxious to work with the Town and the community, and educate the public about cannabis and its effects. They are committed to training and workforce involvement and empowerment programs.

Bart Johnson, resident of Charlotte Avenue, asked if there were any plans to berm the property from the adjoining residential and park properties. Mr. Crosby stated that this would have to be discussed in more detail with the owners and engineers. The railroad is already below grade and the town's ordinances are very explicit for architecture. He also assured them that they have no intention of building ugly buildings on the property that would be an eyesore or offensive.

There was also a question about the noise level, and residents were assured that the growing operation does not generate noise, they have no loud equipment and their HVAC units are VRF/mini splits but larger versions. There is no rooftop equipment or fans to generate noise.

Bart Johnson also asked about funding for the project. Mr. Crosby stated that the project is funded extremely well with private funds that are not public information.

Follow-up Discussion - Water Tower Lights and Assignment of Interest with FHS

Town Manager DiRe reported that on December 31, 2021 the MOU between the Town and Federalsburg Historical Society regarding maintenance of the light array on the town water tower expired. Funds used for operation and maintenance of the light array have been held and managed by the FHS. Since expiration of the MOU, no formal agreement has been put into place. After several discussions at previous meetings, the

Mayor and Council directed the Town Attorney to draft a simple assignment of interest for the light array from the FHS to the Mayor and Council.

Mary Harding was present on behalf of the Friends of the Water Tower Committee, she stated that the committee held fundraisers over the past several years to raise money for installation and maintenance of the light array under FHS's 501c3. The last fundraiser was held in February and there should be approximately \$40,000 in the bank account. The FHS does not want to take over the Committee/fundraising efforts and would like to be relieved of responsibility for the light array. Mary stated that she also talked with the Friends of the Water Tower committee, and they too would like to move forward with releasing responsibility back to the town. They requested a copy of the check for remaining funds in the account, a copy of the agreement releasing them from all liability. Councilmember Sewell stated that she has spoken with Robert Riggan and Denise Nagel of the FHS and they are in agreement of releasing the responsibility to the Town.

Town staff has been in contact with Pixellumen regarding removal of the lights and painting the water tower, and an annual maintenance agreement for the lights. They have quoted a price in the amount of \$5,400 for annual maintenance. Based on the estimation of funds remaining, there should be enough funds to cover 5-6 years of maintenance. At that time, the Town will have to determine a way to continue fundraising efforts or cover costs from the town budget.

Lyndsey Ryan composed an assignment of interest conveying the light array to the Town, once the agreement has been signed by all parties, a check will be issued to the Town. This will release them of any interest they previously had in this project. The funds can then be put into a separate account specifically for the lights - maintenance and removal for painting only.

Councilmember Phillips made a motion seconded by Councilmember Windsor and unanimously passed by a vote of five to zero agreeing to proceed and approving the assignment of interest agreement as corrected. Lyndsey Ryan will revise and forward to the Town for signatures.

Approval of Engineered Water Tank Care Proposal from Southern Corrosion Corp.

Town Manager DiRe reported that Southern Corrosion has been providing on-call services for both of the town's water towers for some time without a formal agreement. Within the past year, the Town received proposals from two qualified firms capable of providing this service. These services are required because of the high level of liability associated with the potable water system, and the need to maintain the tanks according to technical specifications. Staff recommended approval of the proposal from Southern Corrosion for maintenance of the town's water towers.

Town Manager DiRe stated that the maintenance costs are included in the price index of \$44,000. The Town can approve annual or have a limited, continuous renewal contract. The other contract estimate received was from Suez in the \$62-64,000 range.

Councilmember Sewell made a motion seconded by Councilmember Phillips and unanimously passed by a vote of five to zero approving the proposal submitted by Southern Corrosion.

Appointment of Interim Water and Wastewater Superintendent

Town Manager DiRe reported that the Town's current water and wastewater functions are under the license held by Scott Getchell of GMB. Mr. Getchell will soon be leaving GMB and taking a job with another agency. Until town staff are fully licensed by the State of Maryland, the town requires the service of another licensed professional. Mr. Getchell has recommended that the town enter into an agreement with Mr. George Smith for an interim period. Staff has reviewed Mr. Smith's references and proposal, and is recommending appointment of Mr. Smith.

Councilmember Windsor made a motion seconded by Councilmember Sewell and unanimously passed by a vote of five to zero appointing Mr. George Smith as Interim Water and Wastewater Superintendent for the Town of Federalsburg.

January 29, 2022 - Strategic Planning Session - Six Month Follow-up Discussion

Town Manager DiRe reviewed the Strategic Planning Session notes, as informational purposes only for the 6 month follow-up. He also reported that the second half of the ARPA monies were received today. Items already covered under these funds include: AMI water meters, street repairs, capital equipment purchases, organizational financial analysis, premium pay for staff, contributions to FVFC, the Activity Center and Choptank Medical Center and IT Services for the town.

Schedule Date of September Business Meeting - Conflict with Labor Day

Due to the Labor Day holiday, it was discussed and agreed to change the Labor Day meeting date to Wednesday, September 7th. Councilmember Windsor made a motion seconded by Councilmember Phillips and unanimously passed by a vote of five to zero to change the September meeting date to Wednesday, September 7th.

Mayor & Council Action Items

Councilmember Windsor - Councilmember Windsor reported that the Planning Commission met and reviewed/discussed the following items:

- There will be a 10 day min. submission deadline prior to the meeting to allow the commission adequate time to review documents.
- Carter Village expansion request - reviewed and sent back for more information
- Riverwalk Terrace Project - reviewed 2nd time and approved
- MAS - presentation for Cannabis Project

Councilmember Windsor also thanked Mayor Abner for her assistance in getting the lines painted on the bypass bridge.

Councilmember Sewell - Councilmember Sewell expressed she received from a resident regarding extra trash pickup. The resident is concerned that town staff may not be utilizing town time/equipment to the best of their abilities by using the backhoe to collect extra garbage items. They stated that elderly residents are required to bring out their items to the curb, why cant employees. Town Manager DiRe stated that when using

the large dump truck to collect items, town staff cannot easily throw/put items in the back because it is a large truck.

Councilmember Phillips - Councilmember Phillips asked about the status of the Comp Plan. Councilmember Windsor reported that the Planning Commission was working on it and then new members came onboard and several other items on the agenda have not allowed time for review. They plan to get back to it as soon as the agenda permits time.

Councilmember Phillips also questioned the status of the animal ordinance. Lyndsey Ryan sent out draft language but did not get much feedback on it. Once received she can complete it and bring it back for review.

Councilmember Willoughby - Councilmember Willoughby stated that he has talked to several residents about the bi-centennial year/events, and is just curious is the town actually ready to host a year long series of events. Is there anything we need to do to make the town look better? Mayor and Council have previously discussed PW approaches with painting/ replacing signs and other things needing to be done. Town Manager DiRe reported that we will see changes coming soon, especially since we will soon be hiring 2 more employees for PW.

Mayor Abner - Mayor Abner thanked the staff for weeding and mulching, and extra care being shown around town. She hopes to soon see progress with the task orders, and the flower baskets are looking much better this year. She hopes to add additional baskets on the bridge next year and get a self-watering plan in place utilizing water from the river.

Wendy Garner - Wendy Garner asked what the status is of road improvements in town. Mayor Abner advised that the Town is working with SHA to get some areas paved, and we plan to use ARPA money to start prioritizing our roads. We will have to go out to bid and this will be a phased approach because of cost.

Executive Session - Legal Advice

Councilmember Sewell made a motion seconded by Councilmember Phillips and unanimously passed by a vote of five to zero to go into closed session at 7:53 pm to obtain legal advice.

The regular meeting reconvened at 8:59 pm. Mayor Abner reported that a closed session was held from 7:53 pm to 8:59 pm to obtain legal advice. No action was taken.

Based on discussion during closed session, Lyndsey Ryan was advised to draft a letter regarding the project discussed, allowing no more than \$30,000 additional costs to be incurred by the town.

Adjournment

There being no further business, Councilmember Sewell made a motion seconded by Councilmember Phillips and unanimously passed by a vote of five to zero to adjourn the meeting at 9:01 pm

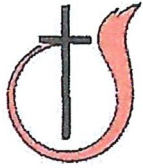
Respectfully submitted,

Kristy L. Marshall
Clerk-Treasurer

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: September 7, 2022
RE: Reassignment of ARPA Funding – Support for the 2022 Hay Day Community Event

The town received a request for financial support for this year's Hay Day Community Event (attached). The event sponsor provided a budget for this year and for years past as comparison. Staff is recommending support pulled from the already assigned by not spent ARPA funding for air purification equipment which was requested in October 4, 2021 at which time the COVID19 public health crisis was more severe (see attached staff report). The air purification equipment was not purchased and staff sees no reason to purchase that equipment in the future. As a result, the previously assigned funding can be reallocated to another general fund expenditure such as supporting community events.

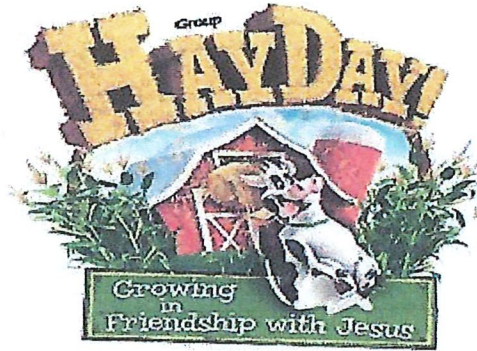
Staff recommends approval of the reassignment of ARPA in the sum of \$2,659.70 to support 2022 Hay Day Event. Pending discussion provide direction to staff.



August 29, 2022

RE: Thanks for Your Support

FEDERALSBURG MAYOR & TOWN COUNCIL
c/o Charitable Donations
POB 471
Federalsburg, MD 21632



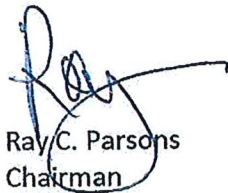
Dear Mayor Abner and Town Councilors,

From the bottom of our hearts, thank you for believing in a totally family-friendly event that allows our neighbors to enjoy the beautiful autumn weather and three (3) hours of Saturday entertainment, amusements and reuniting of friendships – absolutely **FREE!**

As a faithful supporter, we are once again reaching out and asking you to prayerfully consider helping us with our **\$8000.00** budget for **8th Annual HayDay FamilyFest, October 22, 2022** at the Marshyhope Marina & Recreation Park, Federalsburg.

Once again, we are going bigger and better on purpose, and believe that our outreach will “leave a good and lasting mark” in the heart of our town. Thank you for considering donating to us, as we partner together for a better community!

Blessings to you, yours and the Team!


Ray C. Parsons
Chairman

BUDGET 2018	\$5000.00	INCOME	\$1158.00	EXPENSES	\$3730.00
BUDGET 2019	\$5000.00	INCOME	\$2068.00	EXPENSES	\$3720.00
BUDGET 2020	N/A				
BUDGET 2021	\$6500.00	INCOME	\$6460.00	EXPENSES	\$5052.00
BUDGET 2022	\$8000.00	INCOME	\$2750.00	EXPENSES	\$ _____



Pro Parties, LLC
 201 Jackson St
 Suite 100
 Hurlock, MD 21643

Invoice

Date	Invoice #
10/22/2022	4830

Bill To
Park Lane Church of God 209 Park Lane Federalsburg, MD 21632

Ship To
Park Lane Church of God Federalsburg Marina Federalsburg, MD 21632

Terms

Description	Qty	Rate	Amount
Rental of 3 Climb Rock Wall (attendant included)	<i>Paid by Chapstank</i>	1,000.00	4,000.00
Rental of Mechanical Bull (attendant included)	<i>Paid by TGO</i>	900.00	900.00
Rental of Dalmatian Fireman's Dog 5-in-1		299.00	299.00
Rental of 85' Boot Camp Obstacle Course		1,350.00	1,350.00
Rental of 2 lane Bungee Race		725.00	725.00
			4,274.00
10% Discount		-10.00%	-427.40
			3,846.60
Amusement Tax: Federalsburg		4.50%	173.10
Fuel Surcharge Zone 3	2	40.00	80.00
One Attendant for Boot Camp	3	35.00	105.00
One attendant for Bungee Race	3	35.00	105.00
Rental of Generator	2	125.00	250.00
Event Date: October 22, 2022			
Time: 11am-2pm			
Customer will provide volunteer for Dalmatian Combo			

Total	\$4,559.70
Payments/Credits	\$0.00
Balance Due	\$4,559.70

22 Balance **2659.70**

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: October 4, 2021
RE: ARPA\CSLFRF drawdown – information technology upgrades, air purification equipment, and town staff premium pay

The American Rescue Plan Act (ARPA) was signed into law by the president of the United States on March 11, 2021. One of the key provisions of ARPA was support for units of local government impacted by the coronavirus pandemic of 2020 and 2021. The Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) language of ARPA cites the specifics for local units of government receiving funds from their respective states and uses for these funds. All funds must be spent or obligated by December 31, 2024. Funds cannot be used to offset a tax cut, or to pay for employee pension funds.

Staff is proposing a drawdown of \$13,100 (representing 0.5% of the town's total allocation) for air purification equipment and information technology upgrades to allow remote access to public meetings and for utility billing processes, and enhanced indoor air quality upgrades for town facilities. Given the relatively small expenditures and flexible nature of these eligible uses staff is proposing procurement and payment anytime from October 2021 through June 30, 2022.

Premium pay for essential town staff was discussed during the September 20, 2021 mayor and town council work session and consensus was reached that a figure of \$1,500 per employee would be appropriate. The September 23, 2021 payday was the closest to that meeting date and as of that payday payroll the town had twenty-two full-time employees. Throughout the duration of the pandemic all town staff were classified as essential workers. Staff is proposing a drawdown in the sum of \$33,000 for premium pay. These expenditures must be documented for auditing purposes and shown as either fiscal year budget amendments for the current year or included in the budgeting process for upcoming fiscal years. These expenditures and obligations total \$46,100, or 1.76% of the town's total allocation. Added to the approved drawdown of \$209,735 for donation to the Federalsburg Volunteer Fire Company and information technology upgrades, and \$13,670 to replace property inspection revenue lost due to the pandemic and state of emergency in effect, to date the total proposed and approved drawdowns total \$269,505, or 10.28% of the town's total allocation.

Staff recommends approval of a drawdown of \$46,100 as expenditures and obligations from the ARPA\CSLFRF to the town treasury for the eligible use expenditures cited above.

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: September 7, 2022
RE: Water tank lights discussion and ongoing diagnostic and programming services agreement with Pixelumen Lab, LLC

This is a follow up to the discussion held at the August 15, 2022 work shop. During that discussion there was concern about access to the town facilities as stated in Pixelumen Lab LLC's proposed agreement. Staff followed up with Pixelumen and requested a revised agreement (attached) which struck the previous language granting key ownership and access to town facilities. The revised agreement language conforms to the town's interests.

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



22 July 2022
17 August 2022 – REV. 1

Attn: Lawrence DiRe, Town Manager

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

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

Dear Mr. DiRe:

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

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

A) SCOPE OF WORK

1. Provide Standalone Wireless Connectivity

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

2. Provide Cloud Subscription for Remote Programming Services

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

3. Ongoing Preventative Maintenance Services

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

4. Content Creation

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

5. Troubleshooting

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

6. **Client Obligation**

- i. Client agrees to provide Consultant with adequate access to the Pump House and Water Tower (including Water Tower access ladder, when necessary) during Consultant's scheduled maintenance visits for the duration of the necessary work.
 - a. Consultant agrees to notify Client in advance of any visit to schedule access.

B) **CONSULTANT FEES**

1. **Fees**

BASE EXPENSES

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

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

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

2. **Add / Alt. Services**

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

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

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

3. **Payment of Consultant Fee**

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

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

If Consultant is required to use a paid vendor credentialing service and/or a vendor invoicing service that incurs a fee upon the Consultant, Consultant shall charge the Client an equivalent service fee.

C) **Insurance**

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

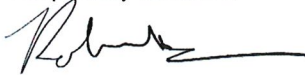
D) Time Limitation of Contract

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

Please allow 2-4 weeks for scheduling.

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

Respectfully submitted,



Robbie Hayes
Principal, Creative Director

CLIENT SIGNATURE

APPROVAL SIGNATURE

DATE

PRINTED NAME

TITLE

Please return signed contract to roni@pixelumenlab.com.

ORDINANCE NO. 2022-___

Introduced by: _____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF FEDERALSBURG TO AMEND CHAPTER 17 OF THE FEDERALSBURG TOWN CODE TITLED "ANIMALS" TO PROHIBIT THE KEEPING OF FARM ANIMALS IN ALL ZONING DISTRICTS AND TO PROHIBIT THE KEEPING AND MAINTAINING OF ANY EXOTIC ANIMALS AS DESCRIBED AND REGULATED BY STATE LAW

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

WHEREAS, the Mayor and Council have determined that it is desirable and in the public interest to amend the Town Code to prohibit the keeping of farm animals, except as permitted by the Zoning Ordinance, and to prohibit the keeping of exotic animals at any property within the corporate limits of the Town.

NOW, THEREFORE, be it ordained by the Mayor and Council of Federalsburg as follows:

Section 1.: Chapter 17 of the Federalsburg Town Code is hereby repealed and replaced as follows:

17-1. Definitions.

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

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

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

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

Owner — Any person having a right of property in an animal, and any person who keeps or harbors an animal, has it in his care, acts as a custodian, or

otherwise permits that animal to remain on or about any premises owned, occupied or controlled by him.

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

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

17-2. Licensing and vaccination.

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

17-3. Keeping of farm animals prohibited.

It shall be unlawful to keep and maintain within the corporate limits of the Town any animals generally considered to be farm animals, except as provided in Section 245-119.3 of the Federalsburg Zoning Ordinance.

17-4. Exotic animals prohibited.

- 1) No property owner shall allow any exotic animal described and regulated pursuant to Md. Code Ann. Criminal Law Article § 10-621 to be kept, possessed or maintained in any zoning district.
- 2) Notwithstanding the provisions of 1) above, nothing set forth in this Chapter shall prevent an animal from being treated, kept or maintained in a veterinarian clinic or an animal shelter or animal sanctuary where such use is authorized and permitted under this Zoning Ordinance.

17-5. Control of animals required.

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

17-6. Running at large prohibited.

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

17-7. Vicious animals.

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

17-8. Enforcement.

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

17-9. Violations and penalties.

A. Any person who willfully violates any provision of this chapter shall be guilty of a municipal infraction, and upon conviction thereof by a court of competent jurisdiction shall be subject to the fines as set forth in Chapter 1, Article I.

B. Each and every day that such violation remains shall be deemed a separate offense.

C. Any and all court costs and/or costs of prosecution shall be paid by the violator upon conviction, in addition to any specified penalties described above.

Section 2. In accordance with Section C3-10, of the Federalsburg Town Charter, this Ordinance shall take effect and be in full force and effect twenty (20) days from and after the date of its final passage and adoption.

Yea/Nay

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

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

Kimberly Abner, Mayor

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

Kristy Marshall, Town Clerk

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

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: September 7, 2022
RE: Letter of Notice to Eastern Shore Environmental Pursuant to Contract Section 20.C

Due to the vendor's inability to meet the obligations presented in the request for proposals and subsequent contract, staff is recommending termination of the contract effective according to terms of the contract under section 20, and specifically section 20.c.

Staff recommends mayor and council approving this request and directing the town attorney to provide the appropriate letter of notice to the vendor. Pending discussion provide direction to staff.