

Mayor and Council of Federalsburg

Monday, August 8, 2022

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/89629809660?pwd=dG5uRjRFS3prNG5XVkJrYUpvRDd0UT09>

Meeting ID: 896 2980 9660

Passcode: TOFBusi

Agenda

- I. Call to Order**
- II. Welcome and Pledge of Allegiance**
- III. Public Comment**
- IV. Approval of Minutes**
- V. Presentation - MAS Alliance, LLC Federalsburg Cannabis Campus**
- VI. Follow Up Discussion of Water Tank Lights and Assignment of Interest with the Federalsburg Historical Society**
- VII. Approval of Engineered Water Tank Care Proposal from Southern Corrosion Corporation**
- VIII. Appointment of Interim Water and Wastewater Operator**
- IX. January 29, 2022 Strategic Planning Session – Six Month Follow Up Discussion**

X. Schedule Date of September Business Meeting – Conflict with Labor Day Observance

XI. Mayor & Council Action Items

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

XII. Executive Session – Legal Advice

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
Workshop/Regular Monthly Meeting
July 18, 2022 @ 6:00 pm**

The Mayor & Council of Federalsburg held their regular monthly workshop meeting on Monday, July 18, 2022 at 6:00 pm. Those in attendance were Mayor Abner and Councilmembers Sewell, Phillips, Windsor and Willoughby. Also in attendance were the Town Attorney, staff, citizens and media.

Mayor Abner called the meeting to order at 6:02 pm and welcomed all guests.

Public Hearing - Ordinance No. 2022-03

Councilmember Sewell made a motion seconded by Councilmember Windsor and unanimously passed by a vote of five to zero to open the Pubic Hearing at 6:02 pm

Mayor Abner read Ordinance No. 2022-03 of the Mayor and Council of Federalsburg to amend Section 245-114 of the Federalsburg Town Code to regulate the construction of townhouses.

Mr. Bob Rauch stated that this situation came to attention when approached by a builder for his townhome project, and it was found to not be consistent with current building code standards. This amendment makes the change generic for all townhouses, not any one project. It was agreed that this amendment would be a good standard to keep in conjunction with current building codes.

There were no other comments.

Councilmember Windsor made a motion seconded by Councilmember Phillips and unanimously passed by a vote of five to zero to close the Public Hearing at 6:04 pm.

Public Hearing - Ordinance No. 2022 - 05

Councilmember Willoughby made a motion seconded by Councilmember Windsor and unanimously passed by a vote of five to zero to open the Pubic Hearing at 6:04 pm

Mayor Abner read Ordinance of the Mayor and Council of Federalsburg to amend Section 200-31 of the Federalsburg Town Code to provide a process for revising subdivision plat.

This amendment also came to light during review of upcoming projects, and would allow the Planning Commission to handle smaller subdivision projects.

There were no other comments.

Councilmember Sewell made a motion seconded by Councilmember Phillips and unanimously passed by a vote of five to zero to close the Public Hearing at 6:08 pm.

Public Comment

Jamey Larrimore - Mr. Larrimore resides at 419 Academy Ave and came to discuss his goats. He stated that he came and talked with Code Enforcement about 5 years ago and was told there were no restrictions. Now he has received a letter stating that only chickens and domestic animals are permitted. Mr. Larrimore stated that goats are defined as domestic animals, and they have chickens also.

Lyndsey Ryan, Town Attorney stated that the Zoning Ordinance does not permit goats. It refers to chickens and regular house pets. Mr. Larrimore stated that these animals are therapy animals for his 6 children and they only got them after asking Code Enforcement 5 years ago and being told there were no problems.

There were some complaints in the beginning and they eventually fenced their yard. There was question about droppings, and Mr. Larrimore stated that they are used for their garden.

It was agreed that the Mayor and Council, and Town Attorney, would review the ordinance and update for clarification and get back with him.

Gary Bee - Mr. Bee stated that Bill Hering purchased the old Lucy's Flower building on South Main Street and he wanted to confirm that apartments are not allowed on the first floor. Mr. Bee was advised that this is correct and Mr. Hering has been told that as well.

Mr. Bee also expressed concerns regarding cleanup and upkeep of the Town. He also suggested having a cleanup day or week, encouraging residents to cut grass and clean up their properties. He expressed concern regarding weeds being sprayed but not trimmed, and extra attention being needed in some areas such as the triangle on West Central Avenue. Mayo Abner stated the Public Works is being revamped and job descriptions are being refined, as well as addition of task orders to refine particular jobs.

Mr. Bee asked about late fees on unpaid water bills. He expressed that a late fee should be charged if not paid by the due date, prior to the cut-off date.

Mr. Bee stated that Code Enforcement should be sending out letters all the time to get things done. Mayor Abner stated that Code Enforcement does send out letters regularly, but residents have to give appropriate time to cleanup or cut.

Mr. Bee stated that he is also "anti-goats at 419 Academy".

Approval of Minutes

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

Ordinance No. 2022 -03

Mayor Abner read Ordinance 2022-03 of the Mayor and Council of Federalsburg to amend Section 245-114 of the Federalsburg Town Code to regulate the construction of townhouses.

There were no comments.

Councilmember Phillips made a motion seconded by Councilmember Windsor and unanimously passed by a vote of five to zero to approve Ordinance No. 2022-03 to amend Section 245-114 of the Federalsburg Town Code to regulate the construction of townhouses.

Ordinance No. 2022-05

Mayor Abner read Ordinance 2022- 05 of the Mayor and Council of Federalsburg to amend Section 200-31 of the Federalsburg Town Code to provide a process for revising subdivision plats.

There were no comments.

Councilmember Windsor made a motion seconded by Councilmember Phillips and unanimously passed by a vote of five to zero to amend Section 200-31 of the Federalsburg Town Code to provide a process for revising subdivision plats.

Follow-up Discussion on Water Tower Lights and Memorandum of Understanding

Town Manager DiRe stated that a draft MOU regarding the water tower lights was submitted and reviewed by Lyndsey Ryan, Town Attorney. He stated that he has not received the cost proposal from Pixel Lumen to date. Councilmember Sewell questioned if the MOU stays into effect until the funds are exhausted, and if wording should be included to clarify.

Mayor Abner stated that there are concerns that the Friends of the Water Tower facebook page is still circulating, and advertising events other than those pertaining to the water tower. She would like to adjust the MOU to reflect the Pixel Lumen costs, as well as who administers the facebook page. The agreement is between the Federalsburg Historical Society and the Friends of the Water Tower, but there have not been any meetings or communications between them. Councilmember Sewell is a member of the FHS Board and they have expressed interest in dissolving this agreement and not renewing the MOU.

The Mayor and Council agreed to invite all parties involved to attend the August Workshop meeting to further discuss the details. It is believed that there are approximately \$34,000 remaining funds for the lights. It was agreed by all that the Town should assume responsibility and any monies remaining should be used for maintenance/repairs of the lights until the funds are gone. At that point the Town will need to determine how to continue to fund the lights in the future.

Approval of Engineered Water Tank Care Proposal from Southern Corrosion Corporation

Town Manager DiRe reported that Southern Corrosion has been performing on-call water tank maintenance for the town's water tanks for some time without a formal agreement in place. Within the past year, the town received proposals from two qualified firms capable of providing this service. Staff has recommended approval of the Southern Corrosion proposal for a multi-year service agreement as the best approach to a managed system to care for these essential assets. The annual maintenance cost increase is tied to the consumer price index at a time of CPI increases not seen since the early 1980's. If approved, the base fee of \$40,733 could be as high as \$44,000 in 2023.

Councilmember Willoughby requested more information from Southern Corrosion regarding the CPI. Town Manager DiRe will obtain that information from Ryan Luthy.

Approval of Professional Engineering Services Task Order 005 for 2022 Street Paving Project

Town Manager DiRe reported that street paving and other improvements have been identified as a priority funding project for the next few years. In June 2021, the Mayor and Council received a report from GMB describing the street conditions and required paving improvements. Funding for this phase of the project is capped at \$850,000 and will come from ARPA/SLFRF funding already received by the Town. The cost of the site survey, engineering design and bid document preparation services is included in that amount. GMB presented a cost proposal for these professional services in the amount of \$95,000. This expenditure totals 3.62% of the town's total allocation. Added to the approved drawdown total of \$580,505 for donation to the Federalsburg Fire Company, software and information technology upgrades, donation to cover the water and sewer extension for the new Choptank Medical facility, donation to the Federalsburg Activity Center and replace property inspection revenue lost due to the pandemic and state of emergency in effect, to date the total proposed and approved drawdowns total \$672,505 or 25.65% of the town's total allocation.

Town Manager DiRe recommends approval of the drawdown of \$95,000 as expenditure and obligation from the ARPA funds for use of the expenditure as stated. Councilmember Phillips made a motion seconded by Councilmember Sewell and unanimously passed by a vote of five to zero to approve the engineering proposal submitted by GMB in the amount of \$95,000.

Follow-up Discussion of Public Works and Utilities Functions Staffing and Levels of Service

Town Manager DiRe handed out an overview of some items that need to be addressed during Closed Session as pertains to personnel matters. He stated that the job descriptions were given to the Public Works staff for review and markup. There are a wide variety of jobs, lists of classifications, skills and duties are spread among several people and reorganization is being proposed. Town Manager DiRe is proposing both Maintenance and Utilities report to him directly at this time. He is proposing a map of basic services and breakdown into various areas/jobs.

Mayor and Council Action Items

Councilmember Windsor - Councilmember Windsor brought up trash collection and the proposed plan of action. It was agreed that contract negotiations should be discussed in closed session.

Councilmember Sewell - Councilmember Sewell asked if staff could check on the status of the volleyball net. Town Manager DiRe stated that the net is not the primary problem, but the playing field is insufficient. He will check on the status of the net.

Councilmember Sewell stated that the Federalsburg Elementary School Principal shared an event/flyer "Back to School Support" collecting school supplies. The Lions Club is assisting and she would like to setup a box to collect supplies at town hall.

She also reported that Jeanne Trice is retiring from the Caroline County Public Library, and she would like the town to do something to honor her service/career.

Councilmember Sewell also thanked Mayor Abner for her hard work watering plants every week and keeping them alive and looking great.

Councilmember Phillips - Nothing at this time.

Councilmember Willoughby - Councilmember Willoughby thanked the PW team for serving as backup for trash collection. He also stated that the Mayor and Council do not approve of recent problems with trash collection and are working on changing it. Some recent comments on facebook are not true, and our team works hard to try and make sure things like this don't happen. Our PW team has stepped up to get the job done when there were problems.

Councilmember Willoughby also questioned a grant discussed in January for the stormwater management at the marina and if that grant is still in process. Town Manager DiRe stated there have been some changes in the scope of work but the project is still in the works.

Councilmember Willoughby also suggested posting a centrally located rule sign, instead of having numerous signs.

Mayor Abner - Mayor Abner reported on June 30th Town representatives met with the District Superintendent for SHA and the meeting went very well. There were rumors that the town had taken on the burden of all the state roads in town limits, however, this was not the case. Mayor Abner reported that SHA brought an agreement with them outlining specifics and that officials are working together to get this resolved and get some of the roads on their paving list.

Mayor Abner also met with the new Principal and Assistant Principal at Federalsburg Elementary School and they are very excited to be part of the community. They plan to visit various areas in town and encourage community support.

Mayor Abner reported that the Bicentennial Sneak Peek event is set for October 15th at the Federalsburg Historical Museum, and will include food and beverages. Tickets are available at town hall - \$30 single or \$50 couple.

Mayor Abner also suggested to the Parks & Rec committee that maybe the Marina not close until 10pm because of lights on the basketball courts.

Request for Closed Session - Personnel and Legal Advice

Councilmember Willoughby made a motion seconded by Councilmember Phillips and unanimously passed by a vote of five to zero to go into closed session at 7:50 pm to obtain legal advice and discuss personnel matters.

Councilmember Sewell made a motion seconded by Councilmember Windsor and unanimously passed by a vote of five to zero to reconvene the regular meeting at 9:29 pm

Announcement of Closed Session

Mayor Abner reported that a closed session was held from 7:50 pm to 9:29 pm to obtain legal advice and discuss personnel matters. No action was taken.

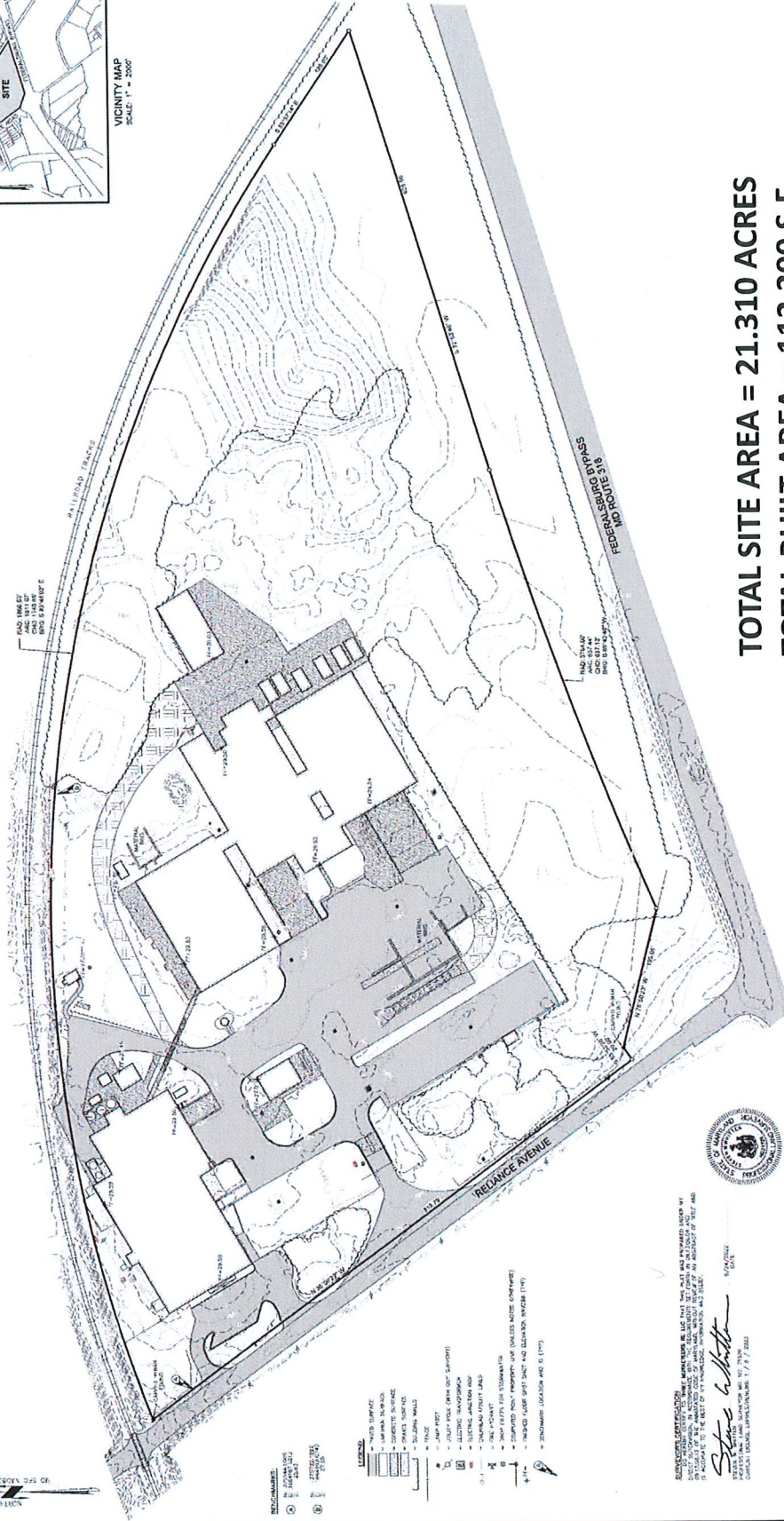
Adjournment

There being no further business, Councilmember Willoughby made a motion seconded by Councilmember Sewell and unanimously passed by vote of five to zero to adjourn the meeting at 9:29 pm.

Respectfully submitted,

Kristy L. Marshall

Clerk - Treasurer



TOTAL SITE AREA = 21.310 ACRES
TOTAL BUILT AREA = 112,200 S.F.

EXISTING BUILDINGS AND TOPOGRAPHY PLAN

CONVEYANCE CERTIFICATION
 - DO WHOLEY GROUP IS THEIR MEMBERSHIP BE LLC THAT WAS INCORPORATED UNDER MY
 DIRECT MANAGEMENT, IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN 01/15/04 AND
 01/15/04, I HEREBY CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

CONTENTS OF THE ANNOTATED CODE OF MICHIGAN, WITHOUT RESPECT TO AN ASSAULT UPON THIS CODE, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

2/11/14

STEVEN S. GUSTIN
9/20/2008
DATE

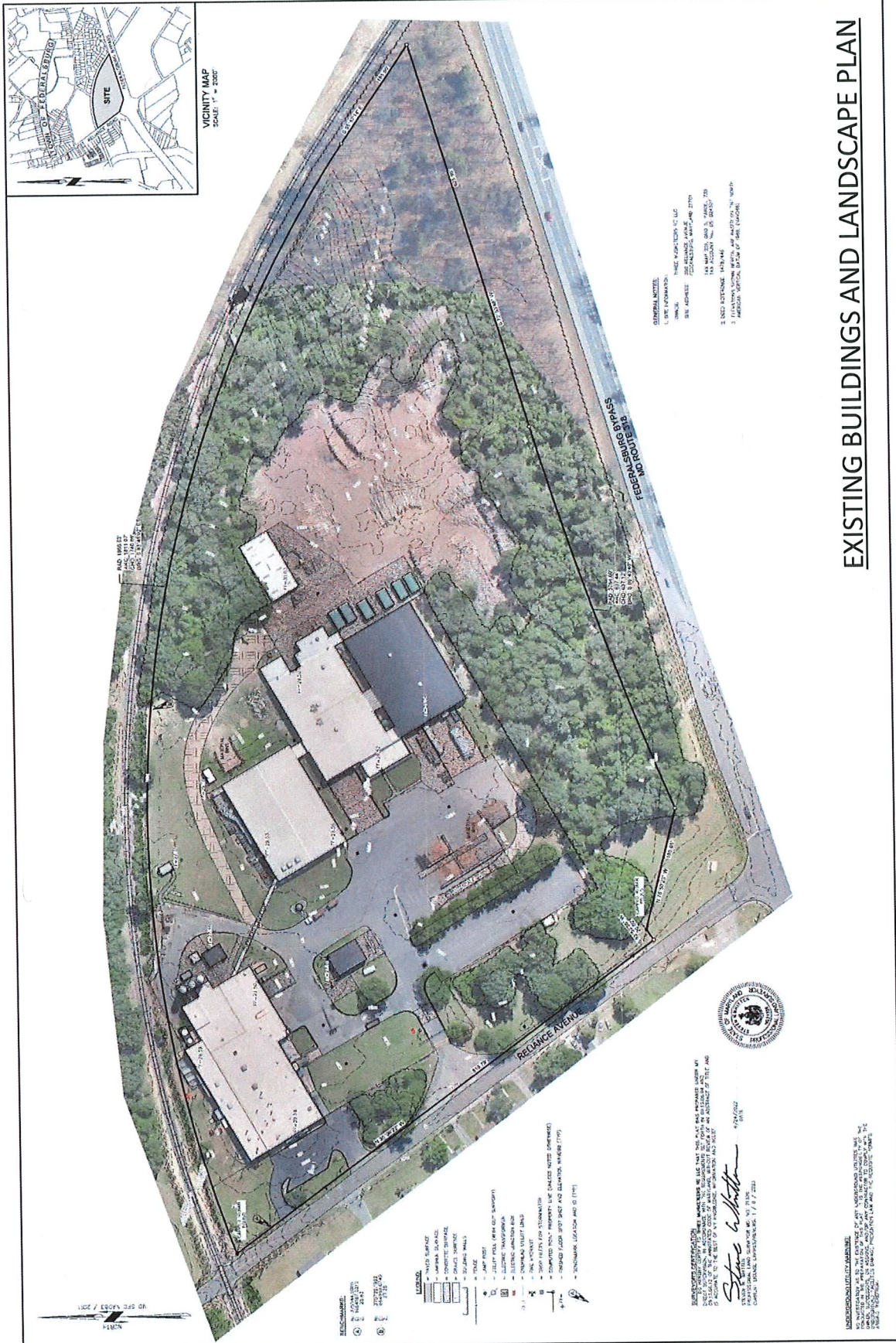
CONFIDENTIAL
DATE: 08/29/2023
TIME: 10:00 AM
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REASON AS TO THE EXTENT OF ANY LATERAL ATTITUDE WAS

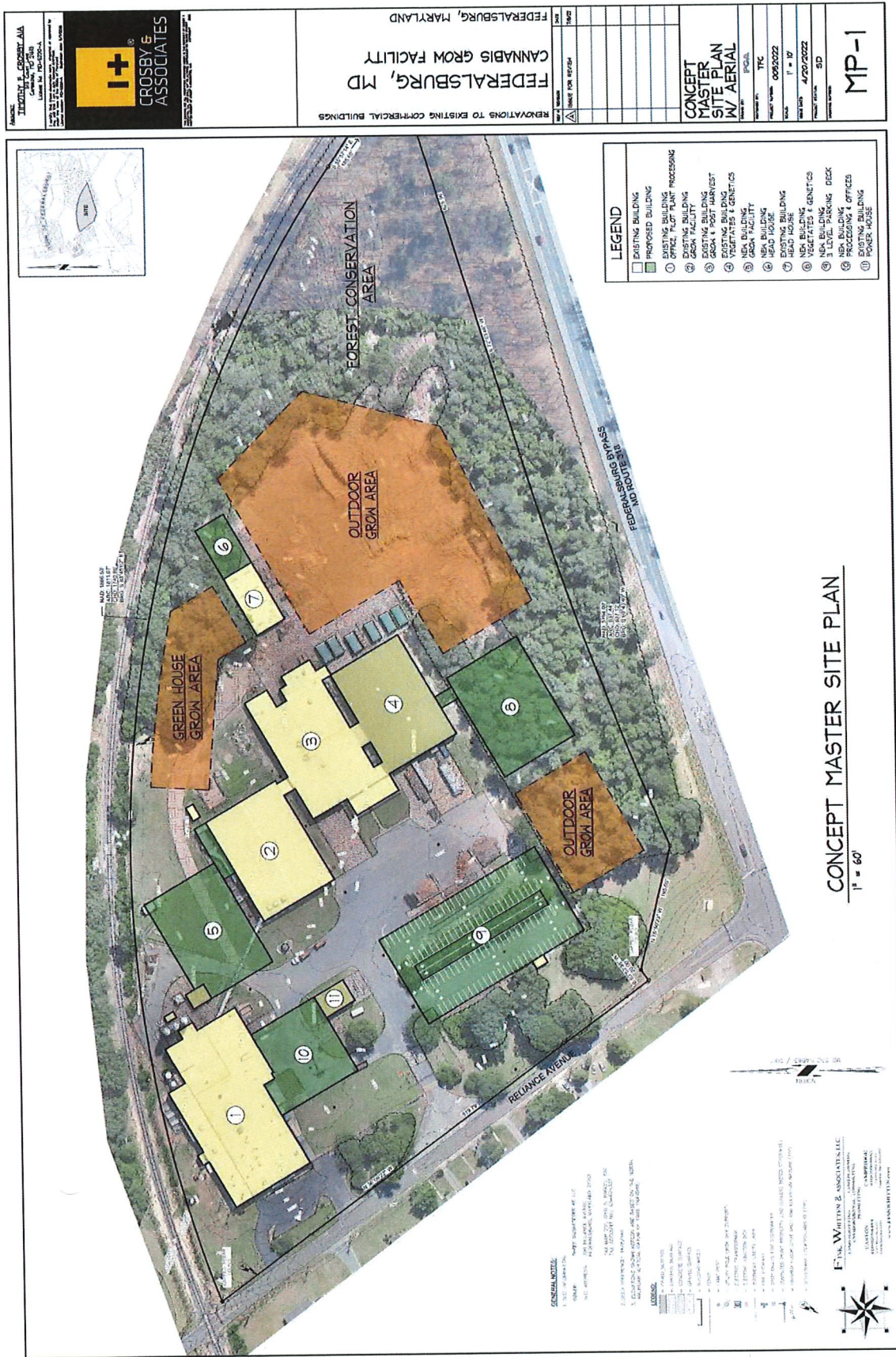
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MAS
ALLIANCE,
LLC

EXISTING BUILDINGS
PROPOSED BUILDINGS
OUTDOOR GREENHOUSE GROW



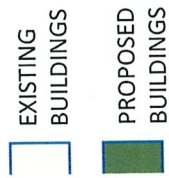


BUILDING 1		
EXISTING	ONE STORY	35,800 SF
USE:	PILOT & PROCESSING	
BUILDING 11		
EXISTING	ONE STORY	1,900 SF
USE:	POWER PLANT	
BUILDING 10		
NEW	THREE STORIES	48,000 SF
USE:	FIRST FLOOR	PROCESSING
	SECOND FLOOR	OFFICE
	THIRD FLOOR	OFFICE
	ROOF	OUTDOOR GROW

BUILDINGS 1, 10 & 11

BUILDING 2		
EXISTING	ONE STORY	22,000 SF
USE:	INDOOR CULTIVATION	
BUILDING 5		
NEW	TWO STORY	44,800 SF
USE:	FIRST FLOOR	INDOOR GROW
	SECOND SLOOR	INDOOR GROW
	ROOF	OUTDOOR GROW

BUILDINGS 5 & 2



FEDERALSBURG CANNABIS CAMPUS - PROPOSED SITE MASTER PLAN

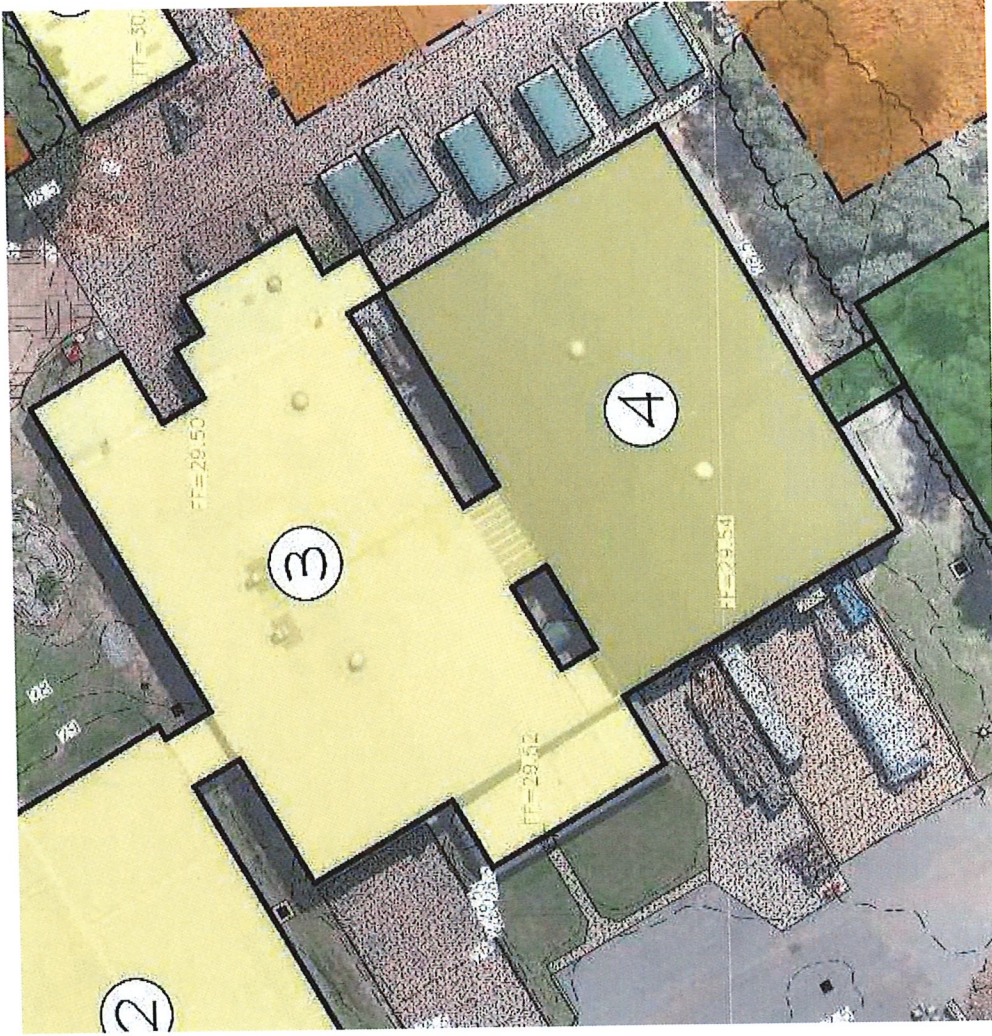
BUILDING 3

EXISTING ONE STORY 26,500 SF
USE: INDOOR CULTIVATION

BUILDING 4

EXISTING ONE STORY 21,000 SF
USE: INDOOR CULTIVATION

BUILDINGS 3 & 4



MAS
ALLIANCE,
LLC

EXISTING
BUILDINGS

PROPOSED
BUILDINGS

I+
CROSBY &
ASSOCIATES



BUILDING 4		
EXISTING	ONE STORY	21,000 SF
USE:	INDOOR CULTIVATION	
BUILDING 8		
NEW	TWO STORY	44,000 SF
USE:	FIRST FLOOR	INDOOR GROW
	SECOND SLOOR	INDOOR GROW
	ROOF	OUTDOOR GROW



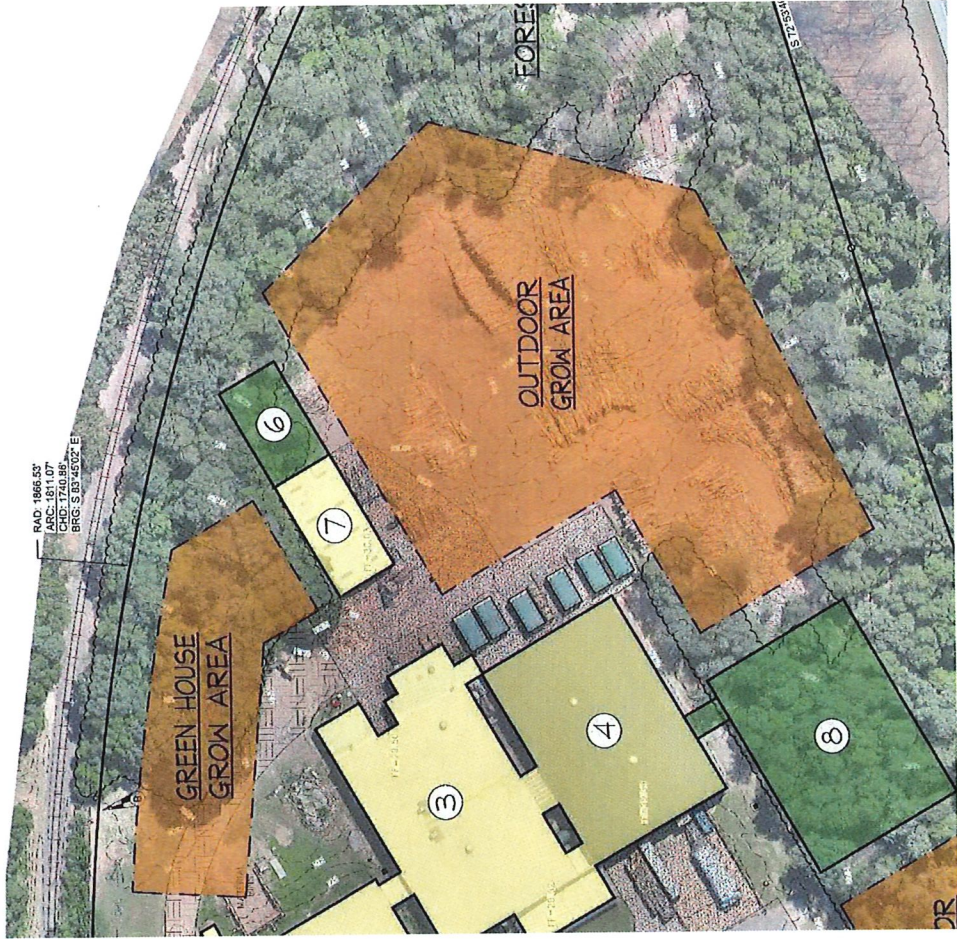
BUILDING 9

NEW	FOUR STORY	146,200 SF
USE:	FIRST FLOOR	PARKING
	SECOND FLOOR	PARKING
	THIRD FLOOR	PARKING
	FOURTH FLOOR	INNOVATION CENTER

OUTDOOR GROW AREA

NEW	ON GRADE	0.50 ACRES
USE:	ON GRADE	OUTDOOR GROW

BUILDINGS 9 & OUTDOOR GROW AREA



BUILDING 6		
NEW	ONE STORY	5,000 SF
USE:	HEADHOUSE	
BUILDING 7		
EXISTING	ONE STORY	5,000 SF
USE:	HEADHOUSE	
GREENHOUSE GROW AREA		
NEW	ONE STORY	27,000 SF
OUTDOOR GROW AREA		
NEW	ON GRADE	2.58 ACRES

BUILDINGS 6, 7, OUTDOOR GROW & GREENHOUSE GROW AREA

4

GENERAL NOTES:

1. SEE EXISTING SITE PLAN.
2. SEE EXISTING SITE PLAN.
3. SEE EXISTING SITE PLAN.
4. SEE EXISTING SITE PLAN.
5. SEE EXISTING SITE PLAN.
6. SEE EXISTING SITE PLAN.
7. SEE EXISTING SITE PLAN.
8. SEE EXISTING SITE PLAN.
9. SEE EXISTING SITE PLAN.
10. SEE EXISTING SITE PLAN.
11. SEE EXISTING SITE PLAN.

LEGEND:

- EXISTING BUILDING
- NEW BUILDING
- OUTDOOR GROW AREA
- GREEN HOUSE GROW AREA
- FOREST CONSERVATION AREA
- RELANCE AVENUE
- FEDERAL ROUTE 30B
- RAILROAD

TOTAL EXISTING BUILDING AREA	112,200 SF
TOTAL NEW BUILDING AREA	288,000 SF
TOTAL BUILDING AREA	400,200 SF



TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: August 8, 2022
RE: Water tank lights discussion and Assignment of Interest with the Federalsburg Historical Society

On December 31, 2021 a multi-year memorandum of understanding (MOU) for the maintenance of the light array on the town water tank expired. Funds used for the maintenance and operation of the light show are held by the Federalsburg Historical Society (Historical Society). Since the expiration of the MOU, no formal agreement is in place to regulate the operations of the lights, or to direct the actions of the concerned parties. This matter was discussed by the mayor and town council at several public meetings, most recently on July 18, 2022. Considering the expired MOU, the Town's attorney has drafted a simple assignment of interest (attached) for the light array from the Federalsburg Historical Society to the Mayor and Council.

Staff recommends approval of the Assignment of Interest document as drafted by the town attorney. Pending discussion provide direction to staff.

ASSIGNMENT OF INTEREST

WHEREAS, the Federalsburg Historical Society, Inc., is a 501(c)(3) not for profit corporation duly licensed by the State of Maryland with its principal place of business at 402 Railroad Avenue, Federalsburg, Maryland ("Historical Society"); and

WHEREAS, the Historical Society owns a light array on the Town of Federalsburg's water tower consisting of 1,440 individual color-changing LED nodes that were installed by Pixelumen in 2017 (the "light array"); and

WHEREAS, the Historical Society desires to assign all rights and interest that it has in the light array to the Mayor and Council of Federalsburg.

NOW, THEREFORE, effective as of August __, 2022, in consideration of mutually binding promises and covenants, the legal sufficiency of which is expressly acknowledged, the parties hereto hereby mutually agree as follows:

1. The Historical Society hereby transfers, assigns, and conveys to the Mayor and Council of Federalsburg all of its interest, ownership, and any right or legal interest whatsoever in the light array.
2. The Mayor and Council of Federalsburg expressly authorize the Historical Society to transfer said interest and ownership interests in the light array and to take such acts and perform such measures as area reasonably necessary to effectuate the transfer. The Historical Society also agrees that it will undertake such reasonable actions necessary from time to time to effectuate the transfer.
3. The Historical Society represents and warrants that it is the owner of the light array and has good and valid merchantable title to the light array being assigned and transferred hereunder, free and clear of any and all mortgages, pledges, liens, agreements, charges, restrictions and encumbrances of every nature whatsoever.
4. This Assignment may be executed in any number of counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the parties have executed this memorandum of understanding for the purposes set forth herein.

Attest:

**MAYOR AND COUNCIL OF
FEDERALSBURG**

Kristy Marshall, Town Clerk

By: Kimberly Abner, Mayor
Date: _____

**FEDERALSBURG HISTORICAL
SOCIETY**

_____, Secretary

By: _____, President

Date: _____

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: August 8, 2022
RE: Approval of Engineered Water Tank Care Proposal from Southern Corrosion Corporation

Southern Corrosion Corporation has been providing on-call water tank maintenance for the town's two water tanks for some time without a formal agreement in place. Within the past year the town received proposals from two qualified firms capable of providing this service. Professional services are required for this function because of the high level of liability associated with the potable water system, the need to maintain the tanks according to technical and water processing industry standards, the understanding of water chemistry required to properly maintain the tanks' interiors, and so and the engineering education and experience of the team listed in the proposal is appropriate for this service. Staff is recommending approval of the attached proposal for a multi-year service agreement as the best approach to a managed system to care for these essential assets. The revenues from the sale of the solar renewable energy credits, estimated at approximately \$59,000\annual, will be more than enough to cover costs. Of note, the annual maintenance cost increase is tied to the agreement's anniversary date consumer price index (CPI) year over year percentage increase. If approved the base fee of \$40,733 could be as high as \$44,000 in 2023.

Staff recommends approval of the proposal as submitted. Pending discussion provide direction to staff.



WATER TANK MANAGEMENT Schedule

Date: June 22, 2022
Customer: The Town of Federalsburg, Maryland
Tanks: 200,000 Gallon Industrial Park Standard Elevated Tank
300,000 Gallon M&M Standard Elevated Tank

YEAR 1 - 2022

► 200,000 Gallon Industrial Park Standard Elevated Tank

1. Visual inspection and repairs uncovered through inspection.

2. Repairs:

- a. Install a climb prevention device on the lower portion of the primary access ladder.

3. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of Polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.
- e. Replace tank signs as existing.

► 300,000 Gallon M&M Standard Elevated Tank

1. Visual inspection and repairs uncovered through inspection.

2. Repairs:

- a. Install a climb prevention device on the lower portion of the primary access ladder.

3. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of Polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.
- e. Replace tank signs as existing.

4. Wash Out tank interior:

- a. Wash out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.



- b. All debris will be removed from the tank and piled adjacent to the shell manway. Disposal of the debris will be the responsibility of others.
- c. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

YEAR 2 - 2023

- ▶ **200,000 Gallon Industrial Park Standard Elevated Tank**
 - 1. Visual inspection and repairs uncovered through inspection.
- ▶ **300,000 Gallon M&M Standard Elevated Tank**
 - 1. Visual inspection and repairs uncovered through inspection.

YEAR 3 - 2024

- ▶ **200,000 Gallon Industrial Park Standard Elevated Tank**
 - 1. Visual inspection and repairs uncovered through inspection.
- ▶ **300,000 Gallon M&M Standard Elevated Tank**
 - 1. Visual inspection and repairs uncovered through inspection.

YEAR 4 - 2025

- ▶ **200,000 Gallon Industrial Park Standard Elevated Tank**
 - 1. Visual inspection and repairs uncovered through inspection.
 - 2. Repaint Interior Wet Area:
 - a. Abrasive blast all rusted interior wet surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior wet surfaces in accordance with SSPC surface preparation method #7, brush blast.
 - b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior wet surfaces at 4.0 to 6.0 mils dry film thickness.
 - c. Apply a "stripe coat" of epoxy that is NSF approved for contact with potable water to all weld seams and ladders, applied using paint brushes and rollers at 2.0 to 3.0 mils dry film thickness.
 - d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior wet surfaces at 4.0 to 6.0 mils dry film thickness.
 - e. Caulk unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
 - f. Sterilize interior using AWWA Disinfection Method #2, spray method.
 - g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
 - h. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.
- ▶ **300,000 Gallon M&M Standard Elevated Tank**
 - 1. Visual inspection and repairs uncovered through inspection.



YEAR 5 - 2026

- ▶ 200,000 Gallon Industrial Park Standard Elevated Tank
 1. Visual inspection and repairs uncovered through inspection.
- ▶ 300,000 Gallon M&M Standard Elevated Tank
 1. Visual inspection and repairs uncovered through inspection.

YEAR 6 - 2027

- ▶ 200,000 Gallon Industrial Park Standard Elevated Tank
 1. Visual inspection and repairs uncovered through inspection.
- ▶ 300,000 Gallon M&M Standard Elevated Tank
 1. Visual inspection and repairs uncovered through inspection.
 2. Wash Out tank interior:
 - a. Wash out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
 - b. All debris will be removed from the tank and piled adjacent to the shell manway. Disposal of the debris will be the responsibility of others.
 - c. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

YEAR 7 - 2028

- ▶ 200,000 Gallon Industrial Park Standard Elevated Tank
 1. Visual inspection and repairs uncovered through inspection.
- ▶ 300,000 Gallon M&M Standard Elevated Tank
 1. Visual inspection and repairs uncovered through inspection.

YEAR 8 - 2030

- ▶ 200,000 Gallon Industrial Park Standard Elevated Tank
 1. Visual inspection and repairs uncovered through inspection.
- ▶ 300,000 Gallon M&M Standard Elevated Tank
 1. Visual inspection and repairs uncovered through inspection.



YEAR 9 - 2031

► **200,000 Gallon Industrial Park Standard Elevated Tank**

1. Visual inspection and repairs uncovered through inspection.

2. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of Polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.
- e. Replace tank signs as existing.

3. Wash Out tank interior:

- a. Wash out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. All debris will be removed from the tank and piled adjacent to the shell manway. Disposal of the debris will be the responsibility of others.
- c. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

► **300,000 Gallon M&M Standard Elevated Tank**

1. Visual inspection and repairs uncovered through inspection.

2. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of Polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.
- e. Replace tank signs as existing.

YEAR 10 - 2032

► **200,000 Gallon Industrial Park Standard Elevated Tank**

1. Visual inspection and repairs uncovered through inspection.

► **300,000 Gallon M&M Standard Elevated Tank**

1. Visual inspection and repairs uncovered through inspection.



SCHEDULE CONTINUATION

The tanks will be visually inspected every year. The tank interiors will be washed-out at 5 year intervals until 15 years has elapsed from the last time the interior was recoated. The tank interiors will be recoated at 15 year intervals and the tank exteriors will be recoated at 8 year intervals.

AFTER YEAR 10:

► **200,000 Gallon Industrial Park Standard Elevated Tank**

The next repainting of the tank interior is scheduled for Year 19 of the Service (2041), the next repainting of the tank exterior is scheduled for Year 17 of the Service (Year 2039), and the next wash-out is scheduled for Year 14 of the Service (Year 2036).

► **300,000 Gallon M&M Standard Elevated Tank**

The next repainting of the tank interior is scheduled for Year 11 of the Service (2033), the next repainting of the tank exterior is scheduled for Year 17 of the Service (Year 2039), and the next wash-out is scheduled for Year 16 of the Service (Year 2038).

At no time does the service include the complete abrasive blasting of the tank exteriors nor the pressure washing of any tank exteriors as a stand-alone maintenance item apart from being a surface preparation method for painting.



PRICING & TERMS

Necessary repair of any coatings or appurtenances noted during our inspections will be added to our service schedule at no additional cost. These necessary repairs include paint failed areas and areas of corrosion. If the coating is continuing to protect the steel from corrosion, paint repair is not necessary. The definition of paint failure does not include loss of gloss, color fading, mildew, discoloration, or any other defects that are aesthetic.

Emergency service will apply during the entire period. We will guarantee a 24 hour response time. Corrective maintenance noted during our inspections will be added to our schedule at no added expense. Our annual premium for the first year of the service is **\$40,733.00**. All subsequent year premiums will be the total of the immediate prior year's premium amount plus the % change in the CPI (Consumer Price Index) for that previous year (ie. Year 2 premium equals Year 1 premium plus the % change in the CPI for Year 1).

Because the value of the work performed in the the early years of the service exceeds the value of the the annual premiums revcieved for those years, the following additional payments will be due should years two through ten be canceled:

If the 2nd Year of the service is cancelled, an additional payment of \$104,130.00 will be due with the notice of cancellation.

If the 3rd Year of the service is cancelled, an additional payment of \$73,421.00 will be due with the notice of cancellation.

If the 4th Year of the service is cancelled, an additional payment of \$41,330.00 will be due with the notice of cancellation.

If the 5th Year of the service is cancelled, an additional payment of \$52,080.00 will be due with the notice of cancellation.

If the 6th Year of the service is cancelled, an additional payment of \$19,028.00 will be due with the notice of cancellation.

If the 10th Year of the service is cancelled, an additional payment of \$11,862.00 will be due with the notice of cancellation.

THIS PRICE IS FIRM FOR 30 DAYS.

Each year represents a 12 month period beginning with the effective date of the contract, rather than the actual calendar year. The Owner will be given the opportunity to schedule the yearly work at any time during the 12 month period that represents the contract term. The annual premium is due within 30 days of the contract date. Payment can be made monthly, quarterly, semi-annually, or annually.



ENGINEERED TANK CARE Agreement

This Agreement made and entered into as of the Effective Date: July 1, 2022, by and between SOUTHERN CORROSION, INC., a North Carolina corporation, having its principle office at 738 Thelma Rd, Roanoke Rapids, North Carolina, (hereinafter referred to as "Southern Corrosion") and the Town of Federalsburg, MD (hereinafter referred to as the "Owner"):

WITNESSETH

The Owner desires that Southern Corrosion perform certain maintenance service on the water tanks known as the 200,000 Gallon Industrial Park Elevated Tank, and the 300,000 Gallon M&M Elevated Tank as described in the proposal which is attached hereto and by reference made a part here of (the "Maintenance Services"); and Southern Corrosion desires to perform such Maintenance Services described in said proposal selected by the Owner upon the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises and covenants set forth herein the parties hereto agree as follow:

1. **DEFINITIONS.** For the purposes of this Agreement, the following definitions apply:
 - a. "Effective date" shall mean the date on which this Agreement, executed by the Owner, is accepted by Southern Corrosion by the execution thereof by its appropriate corporate officers at its principal office.
2. **TERMS OF MANAGEMENT AGREEMENT.** The initial term of this Agreement shall be for a period of twelve (12) months commencing on the Effective Date, unless otherwise terminated or canceled as provided in Paragraph 7. The initial term shall be automatically extended successive additional periods of twelve (12) months each unless the Owner notifies Southern Corrosion in writing sixty (60) days prior to the expiration of the then existing term that it does not extend this Agreement.
3. **PERFORMANCE OF MAINTENANCE SERVICES.** Southern Corrosion shall perform the Maintenance Services selected by the Owner and described in proposal attached hereto and by reference made a part hereof.
4. **CHARGES.** The Owner shall pay Southern Corrosion charges for Maintenance Services selected by Owner as set forth on the proposal attached hereto and by reference made a part hereof. All charges shall be due and payable upon receipt of Southern Corrosion's invoice therefor.



5. REPRESENTATIONS BY THE OWNER. The Owner hereby makes the following representations and warranties:

- a. The Owner has full power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of the Owner legally binding upon the Owner and enforceable against the Owner in accordance with its terms.

6. REPRESENTATIONS BY SOUTHERN CORROSION. Southern Corrosion represents and warrants to Owner all of which represents and warranties that:

- a. That Southern Corrosion is fully authorized to enter into this Management Agreement. Southern Corrosion has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of Southern Corrosion legally binding upon Southern Corrosion and enforceable against Southern Corrosion in accordance with its terms.

7. TERMINATION/CANCELLATION. This Agreement may be terminated/canceled by Southern Corrosion if Owner is in default of any provision hereof and such default has not been cured within twenty (20) days after notice of default is given to Owner or Owner becomes insolvent or seeks protection voluntarily or involuntarily under any Bankruptcy Law.

- a. In the event of any termination/cancellation of this Agreement, Southern Corrosion may (1) declare all amounts owed to Southern Corrosion to be immediately due and payable, (2) cease performance of all Maintenance Service hereunder without liability to Owner.
- b. In the event of default hereunder, Owner agrees to pay interest at the highest legal rate on all sums due under the Agreement and all costs of collection including a reasonable attorney's fee of fifteen percent(15%) of said amount due Southern Corrosion.
- c. The foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available in law or in equity to Southern Corrosion.

8. LIMITATION OF LIABILITY. In no event shall Southern Corrosion be liable to Owner for indirect, special or consequential damages or lost profits arising out of or related to this Management Agreement of the performance or breach thereof even if Southern Corrosion has been advised of the possibility thereof. Southern Corrosion's liability to Owner hereunder if any, shall in no event exceed the total of the amounts Owner has paid Southern Corrosion hereunder.

9. EXCUSABLE DELAY. Southern Corrosion shall not be liable for any delays or failure in performance of Maintenance Services hereunder if such delays or failures are due to strikes, inclement weather, acts of god or other causes beyond Southern Corrosion's reasonable control.



10. **REGULATIONS.** Performance of the Maintenance Services is predicated on work practices, methods, and procedures legal as of the effective date. Subsequently enacted regulations that effect or alter Southern Corrosion's work practices, methods, and procedures, to perform, or add additional burdens to performance, will be grounds for renegotiating the amount of payment originally agreed upon.

11. **GENERAL.**

- a. **Notices.** Notice of the breach of any covenant, warranty or other provision of the Agreement and all communications and notices provided for in this Agreement shall be deemed given when in writing, addressed to the parties at the addresses set forth below, and deposited, certified mail, postage prepaid in the United States mail:

Owner:

Town of Federalsburg
118 N. Main St.
Federalsburg, MD 21632

Southern Corrosion Inc.
738 Thelma Rd
Roanoke Rapids, NC 27870

- b. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent by either party shall not be unreasonably withheld.
- c. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Maryland.
- d. **Entire Agreement.** This Agreement is an integrated document and contains the entire agreement between the parties. No modifications, extensions, or waiver of this Agreement or any of the provisions hereof, nor any representation, promise or condition relating to the Agreement shall be binding upon the parties hereto unless made in writing and signed by the parties hereto.
- e. **Binding effects.** The provisions of this Agreement shall bind and insure to the benefit of Southern Corrosion and the Owner, and their successors, legal representatives and assigns.

IN WITNESS WHEREOF the parties have hereto executed this Agreement in the manner provided by Law, this the day and year first above written.

ATTEST:

SOUTHERN CORROSION, INC.

Asst. Secretary

BY: _____
President

(Corporate Seal)

ATTEST:

TOWN OF FEDERALSBURG

BY: _____

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: August 8, 2022
RE: Appointment of Interim Water and Wastewater Operator

The town water and wastewater functions are currently under the license held by Scott Getchell of GMB. Mr. Getchell has been performing this role for over a year. Soon Mr. Getchell will be leaving GMB and taking a public sector job with another agency and not be able to provide the current services. Until town staff are fully licensed in water and wastewater by the state of Maryland, the town requires the service of another licensed professional. Mr. Getchell recommends the town enter into an agreement with Mr. George Smith for an interim period. Mr. Smith has provided a proposed agreement (attached) and list of professional references. Staff has followed up with those references and finds them both favorable and credible.

Staff recommends appointment of Mr. George Smith as the town's interim water and wastewater operator working under the proposed agreement. Pending discussion provide direction to staff.

July 25, 2022

Mr. Lawrence P. DiRe, Town Manager
Town of Federalsburg
118 N. Main Street
Federalsburg, Maryland 21632

Susquehanna Operational Services, LLC
1329 Belvidere Road
Port Deposit, Maryland 21904
(443) 252-1410
gbbj@zoominternet.net

Re: **Proposal to Provide Water/Wastewater Professional Services**

Dear Mr. DiRe:

Susquehanna Operational Services, LLC appreciates the opportunity to provide this proposal to the Town for professional services to support your water and wastewater facilities as follows:

Scope of Services:

Provide a class II water Superintendent License
Provide a class 5,A wastewater Superintendent License
Provide minimum one weekly site visit to the facilities for four hours per visit by Superintendent
Provide technical and process control guidance to the Town's operating staff while on-site
Available for teleconferencing and email communications for operational support
Complete and file the MDE monthly water operating report
Complete and file the MDE monthly operating report and NetDMR report(s)
Submit Annual Sludge Generators report
Assist with other regulatory required reports

Fees:

The follow rates apply to the scope of services above:

Provide Claas 2 water & Class 5, A wastewater Superintendent of Record Licenses	\$500.00 / month
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Travel Time is billed at \$50.00/hour portal-to-portal 4 hours round trip/visit \$50 =	\$200.00 per visit
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Site visits \$150/hour (minimum 4-hour visit) =	\$600.00 per visit
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Complete and file MDE Water MOR and Wastewater MOR and NetDMR (estimate 2 hours/month @ \$150/hour =	\$300.00 monthly
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Teleconferencing over 15 minutes per call
Billed in ½ hour increments @ \$50/hour

Services to be provided can be terminated for convenience by either party with thirty days written notice. Included in this proposal is copies of superintendent licenses and resume along with a list of client references.

Mr. Lawrence P. DiRe, Town Manager
Town of Federalsburg
July 25, 2022
Page 2

Please feel free to contact me if you have any questions or desire additional information.

If the Town finds this proposal acceptable, please return on executed copy.

Sincerely,



George H. Smith, President

The Town of Federalsburg accepts the above described scope of services and fees :

Federalsburg Mayor's Signature

Date

Witness Signature

Date

SUSQUEHANNA OPERATIONAL SERVICES CLIENT REFERENCES

Town of Cecilton
P.O. Box 317
Cecilton, MD 21913
Mrs. Mary Copper, Town Manager
(410) 275-2692
marycopper@ceciltonmd.gov

Town of Queenstown
P.O. Box 4
Queenstown, MD 219658
Mrs. Amy Moore, Town Manager
(410) 827-7646
townoffice@queenstown-md.com

Woodlawn Mobile Home Estates
1 Orchard Drive
Port Deposit, MD 21904
Mrs. Ann Jackson, Owner
(443) 309-7318
Ann.jackson555@gmail.com

Town of Millington
P.O. Box 330
Millington, MD 21651
Mrs. Elisabeth Manning, Town Manager
(410) 928-3880
Millington@millington.us

State of



Maryland

061167

DEPARTMENT OF THE ENVIRONMENT

LICENSE OR CERTIFICATION

THE MARYLAND STATE BOARD OF WATERWORKS AND WASTE SYSTEMS OPERATORS

CERTIFIES THAT GEORGE HARVEY SMITH

IS AN AUTHORIZED SUPERINTENDENT: WATER TREATMENT - (T4, T4), WASTEWATER TREATMENT - (W2, W2, W4, W5, W5, WA, WA, WS)

IN ACCORDANCE WITH THE ENVIRONMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND

LIC. OR CERT. NO.

0899

EXPIRATION DATE

2024-Jun-01

B. H. Ambler

SECRETARY MDE

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

SIGNATURE OF BEARER

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: August 8, 2022
RE: January 29 2022 Strategic Planning Session - Six Month Follow Up

The mayor and town council met with staff on snowy Saturday January 29, 2022 to hold a daylong strategic planning session. Despite the inclement weather the that planning session was open to the public and steamed live as a zoom video conference. Several members of the public participated by zoom, but none attended in person. Several matters were discussed at that time, and staff is bringing this report forward as a six-month check in on progress and work that still needs to be done. Staff will provide an update in September which will present data in a graphical format as well as narrative. Discussion included the following:

American Rescue Plan Act (ARPA) – Since it was signed into law in March 2021 staff and the elected officials have worked to ensure that the ARPA requirements and rules are understood and followed. The attached staff report was included in the January 29th agenda packet and shows progress to that date, as well as lays out several funding priorities. Staff can report that both major infrastructure projects, AMI water meter upgrade and street repair project, have both been discussed and approved by the mayor and council and are in progress. Premium pay for employees was included in the fiscal year 22-23 budget and approved as submitted effective July 1, 2022. Capital equipment in the form of a used backhoe was approved and purchased with the proposed expenditure of \$140,000 being less than \$80,000. Staff discussed moving forward with an organization financial analysis with the firm of Davenport & Company beginning in fall 2022.

Boards, Commissions, and Community Outreach – The roles and responsibilities of town boards and commissions were discussed at several mayor and town council meetings since January 29th. Several new members were appointed to the planning and zoning commission and town staff has reviewed the town's code of ordinances for compliance and opportunities to make the boards and commissions more effective. Of particular note, the Parks and Recreation Committee has been vexed by scheduling difficulties, but has been discussed as a broad-based group with the task of considering activities beyond established sports' league play to include open space and personal recreational activities. The town established the Green Team required for recognition as a Sustainable Maryland community, and the Team received formal training in May. That group is tasked with meeting the checklist requirements and continues to do so. Additionally, at the strategic planning session the mayor and town council discussed having meetings or community conversations outside of the chamber and at times other than those of regularly scheduled business and work shops.

Bicentennial – There has been a good deal of progress on activities, events, and opportunities to participate. A discreet website www.200yearsinthemaking.net was launched in April (granted with little fanfare at the time) which brings anyone interested in the calendar of event or merchandise information separate from the town government's website. This is on-going.

Communication – This is been a mixed bag. The town's digital communication strategy (website, social media platforms, downtown sign) is successful since town information is communicated in a timely manner. The digital presence is complete and current, and relatively easy to find for those residents who are connected digitally. Our non-digital communication strategy has not been as successful to this point. And town staff recognizes a significant number of town residents are not online or on social media. The town trash collection scheduling changes illustrate this divide. When schedule changes occurred town staff got that message out through the digital channels quickly and effectively, this includes using the phone\text\email notification system. Residents not reached by those channels received no specific information from town sources, instead relying on word-of-mouth information from family or neighbors. One asset added this summer to the non-digital communication is the town door hangers, which code enforcement uses for general information and for early notice of violation.

Provided for informational purposes at this time. Pending discussion provide direction to staff.

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: January 29, 2022
RE: Strategic Planning – Proposed American Rescue Plan Act (ARPA) Expenditures

Staff has been working on reading, researching, and understanding the provision of this important federal legislation and the rules governing use of funds since March 2021. The attached staff reports show a full ten months of activity. While the information has changed over time, the town's goal on use of these funds is to look at investments not merely spending. While meant to address the impacts of the pandemic and to provide general stimulus spending, ARPA funding is tempting as a "candy store" for all sorts of discretionary spending. And it is well to remember that every dollar spent of a project, program, or capital equipment is only temporary and will need to be spent again in time to maintain the level of service, and/or replace aged projects and equipment.

At this date the town has spent or obligated \$394,505 of the total \$2,621,774 federal allocation. At this time staff is proposing the following spending priorities and brief narratives:

1. AMI Water Meter Replacement – not to exceed \$1,000,000 in the ARPA-funded phase. These meters will help the town recover lost water utility revenue, greatly reduce staff time acquiring metering data, and through a web-based portal allow water customers real time information on their own water usage. Staff originally set funding at \$1,400,000 but has reduced that amount to a first phase cap. Later phases can be paid through revenue increase or financed through grant and loan programs at the state and federal levels. This is a good expenditure and a good approach for the town and our water customers.
2. Town Street Improvement and Maintenance Program – not to exceed \$850,000 in the ARPA-funded phase. Using cost estimates supplied by the town engineer in fall 2021, staff is using a unit cost of \$200,000\half-mile of street (twenty-four feet in width) resulting in two and one-eight mile of street improvement and maintenance. Under the US Department of the Treasury's Interim Final Rule surface transportation infrastructure was not an eligible expenditure but could be funded from projected lost revenue. Under the Final Rule Standard Allowance Cap of \$10,000,000 those same expenditures are allowed up to the allocation limit. Additional phases of surface transportation infrastructure upgrades can be funded through federal earmark programs and/or the Infrastructure Improvement and Jobs Act (IIJA) program funding.
3. Premium Pay – for all town employees at a not to exceed \$41,000\year for three years resulting in a total expenditure of \$123,000. Premium pay is an essential part of a recruitment and retention program and recognizes the all essential workers nature of the town staff during the entire pandemic and recovery process.
4. Capital Equipment – not to exceed \$140,000 for a backhoe and mini-excavator. This expenditure replaces aged out equipment for utilities and public works.
5. Long-Term Financial Planning – not to exceed \$20,000. As discussed under strategic approaches to provide better levels of public services, a data rich financial

road map is essential to ensure responsible revenue and expenditure projections and corresponding budgeting practices.

6. Software Upgrades – not to exceed \$44,000. Staff is requesting this capped expenditure to acquire in-house debt tracking and management software and support for three years, and three years of strategic planning tracking software over the same period of time.
7. Chambers Park Improvements – not to exceed \$50,000 in the ARPA-funded phase. The condition of the town tennis courts is poor. Majority of this funding would be used for a pay as you go improvement project. Additional park improvements will be pursued through state-level funding programs which may take the form of both grants and loans. Debt can be managed and open space projects requiring loan-based funding should be recognized as a good expenditure for community pride.

You will notice no proposed funding for a trash truck, which will require continuous expenditures for maintenance and operations, will age out and need to be replaced in several years, with or without ARPA type funding programs at that time. This is no longer a cost-effective service for the town, and can be provided by the private sector at a better level of service. Also absent is fiber broadband funding which is available through other federal programs, including IIJA, and is in the long-term interest of the town to provide to residents and businesses. Provided for information only at this time and staff is not requesting any action.