



THE MARYLAND MUNICIPAL LEAGUE
The Association of Cities and Towns

Dear Member:

The Maryland Municipal League is pleased to partner with the National League of Cities (NLC) Service Line Warranty Program, administered by Utility Service Partners (USP). Offered at no cost to League members, the NLC Service Line Warranty Program educates homeowners about their service line responsibilities and offers affordable protection from unanticipated service line repair costs. Homeowners in participating cities and towns are eligible to purchase low-cost repair service plans for broken or leaking outside water and sewer lines, covering up to \$8,500 per occurrence.

Benefits to residents and municipalities include:

- Education of homeowners which reduces local officials' frustration
- No cost for Maryland cities and towns to participate
- Affordable rates for residents
- Increased citizen satisfaction

Important features of the program:

1. USP pays for covered repairs, not your residents
2. Customers are provided with a 24/7/365 repair hotline staffed with live agents
3. All repairs performed are to local code by rigorously vetted, licensed and insured local contractors
4. USP is responsible for all aspects of the program, including marketing, billing, customer service, and performing all repairs

Seventeen Maryland municipalities currently offer the program, which has saved Maryland homeowners over \$17 million in repair costs over the past three years. The League has chosen to partner with USP, a HomeServe company, because of its outstanding national reputation. USP is a BBB Accredited Business with an A+ rating, and they maintain a customer satisfaction rating of 4.8 out of 5 stars. This is the only protection program endorsed by the National League of Cities and multiple state leagues.

We encourage you to consider joining over 600 U.S. cities in adopting the NLC Service Line Warranty Program for your municipality.

Sincerely,

Scott Hancock
Executive Director
Maryland Municipal League

Greetings:

Aging infrastructure is causing more and more water leaks each year, which can negatively impact utility budgets, efficiency, and customer perception. For utility customers, a high water bill can result in a long payment plan and a feeling of dissatisfaction with the water utility.

ServLine is an affinity partner of the Maryland Rural Water Association as well as the National Rural Water Association. ServLine offers a Leak Protection Program which protects the utility customer from the expense of a high water bill due to a leak and delivers a seamless claims experience, which increases utility customer satisfaction. It also helps utilities recapture lost revenue and bad debt.

In January 2020, ServLine was acquired by HomeServe USA, a leading provider of utility solutions. HomeServe has more than 4.2 million customers across the U.S. and Canada and is A+ rated with the BBB. HomeServe's 24/7/365 customer contact center in Chattanooga, TN, has also received numerous awards for service and excellence.

ServLine and HomeServe have over 150 partnerships with rural and municipal water utilities and understand the needs of the utilities, their customers, and communities.

Benefits to customers:

- Financial protection from excess water bill
- No deductible
- Seamless processing of claims
- Peace of mind that unexpected expenses will be covered

Benefits to utilities:

- Lower utility costs, recapture lost revenue and bad debt associated with water leaks
- Reduced and simplified staff workload
- Enhanced public relations
- Improved customer experience and satisfaction

In addition to leak protection, ServLine offers homeowners optional, affordable repair plans for water, sewer, and interior plumbing lines. Customers call to receive prompt emergency repairs provided by local, licensed, and insured contractor.

For more information about how these programs can benefit your utility and community, please visit www.servline.com. You may also reach out to our office.

Sincerely,



Sue Houghton, Executive Director
Maryland Rural Water Association



PROPOSAL

SERVLINE UTILITIES PROTECTION

We pay for high water bills caused by customer leaks

HOMESERVE USA
7134 Lee Highway, Chattanooga, TN 37421
1 (866) 974-4801, info@servline.com, www.servline.com

Prepared For

TOWN OF FEDERALSBURG

118 North Main Street
Federalsburg, MD 21632

Proposal Issued: June 16, 2021

Proposal Valid:
30 Days from Issue Date

This proposal shows the premiums for the general coverage described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company. Insurance for the ServLine program is issued to utilities and placed through HomeServe USA Repair Management Corp. (HSRM), a licensed insurance agency. In California, HSRM does business as HomeServe NA Insurance Services (California License # 0F79326). ServLine is a registered trademark.

EXECUTIVE SUMMARY – UTILITY & COMMUNITY PROTECTION

TOWN OF FEDERALSBURG

We understand that you are tirelessly working to improve and supply the best overall product while also often thanklessly striving to offer excellent customer service.

DESPITE ALL YOUR EFFORT – CUSTOMER LEAKS STILL CAUSE

- Financial Strain
 - Administrative *and* Customer Burden
 - Issues to Undermine Public Perception
-

MEET SERVLIN BY HOMESERVE

ServLine is a full-service customer leak solution. We pay for high water bills caused by customer leaks by insuring the Utility. More specifically, by insuring the Leak Protection Program and then administering it on your behalf.

- Financial Assistance
- Administrative Support & Customer Relief
- Public Relations Credibility



PROGRAM COMPARISON SIDE BY SIDE – LAP & LPP

COMPARISON TERMS

- LAP: Leak Adjustment Policy
- LPP: Leak Protection Program
- Frequency: Determined by the number of times an adjustment can be filed in a given time
- Qualifications: Determined by whether or not there is a limit that must be met prior to allowing for an adjustment
- Benefits are reflective of your current Leak Adjustment Policy & data
- Benefits are determined by how customer leaks are being adjusted. Unprovided benefits will not be covered

TOWN OF FEDERALSBURG - CURRENT LAP

BENEFIT FREQUENCY

No Written Leak Adjustment Policy
No billing cycle frequency allowance stated

BENEFIT QUALIFIER

No Written Leak Adjustment Policy

ADDITIONAL COVERED BENEFITS

No Benefit Exceptions

SERVLINE LEAK PROTECTION PROGRAM (LPP)

BENEFIT FREQUENCY

1 Occurrence/ 12-month
2 Consecutive billing cycles allowed per occurrence
Ex. 1 billing cycle (month bill), 2 billing cycles (months)

BENEFIT QUALIFIER

2X Average Bill

ADDITIONAL COVERED BENEFITS

Dripping/ Leaking Faucets
Running Toilets/ Commodes

PROPOSED LEAK PROTECTION PROGRAM POLICY (LPP)

TOWN OF FEDERALSBURG

PROPOSED LEAK PROTECTION PROGRAM POLICY

Town of Federalsburg is changing our Leak Adjustment Policy effective DATE 1, 2021.
The following are qualifications for leak adjustments for the Town of Federalsburg:

1. It is the customer's responsibility to keep his plumbing system in good working order.
2. No customer shall receive more than one (1) leak adjustment that could incorporate a maximum of two (2) billing cycles during any twelve (12) month period.
3. In order to qualify for a leak adjustment, the eligible plumbing leak must generate a minimum additional charge of two (2) times the average of the past twelve (12) months' bills.
4. Adjustments on water bills will NOT be made on the following:
 - a. Residential Customers who do not have their own water meter.
 - b. *Commercial or Industrial Customers. (OPTIONAL)*
 - c. Premises left or abandoned without reasonable care for the plumbing system.
 - d. Leaks on irrigation systems or irrigation lines, leaks in water features such as fountains, etc., leaks on any water lines coming off the primary water service line, plumbing leaks in any structure other than the primary residence.
 - e. Negligent acts such as leaving water running.
 - f. Excess water charges not directly resulting from a qualifying plumbing leak.
 - g. Filling of swimming pools or leaks in swimming pools.
 - h. Watering of lawns or gardens.
5. The Town of Federalsburg shall not be obligated to make adjustments of any bills not submitted for adjustment within ninety (90) days from the billing date.
6. Customers must present proof that a leak has been repaired before an adjustment will be made. (i.e. copy of invoice for materials or bill from plumber)
7. In any case where a customer might incur a leak before there is three (3) months of average usage, an adjustment will not be made until they have established three (3) months of average usage.
8. Any residential customer may decline to participate in our ServLine Leak Protection Program by calling Phone Number. Any customer declining to participate in the program will be responsible for the full amount of their water bill with no adjustments being made. Our new Town of Federalsburg ServLine Program is the only way qualifying leak adjustments will be made for leaks occurring after DATE 1, 2021.





LEAK PROTECTION PROGRAM

Imagine what you could do if you were paid for every customer's high water bill – and no longer had to manage their frustration over having to pay for it.



WATER & SEWER LEAK PROTECTION COMBINED

Limit of Protection	Residential Rate	Commercial Rate Single-Occupancy	Commercial Rate Multiple-Occupancy
\$500 (Per Occurrence)	\$3.00	\$8.00	\$16.00
\$1,000 (Per Occurrence)	\$3.40	\$9.50	\$19.00
\$2,500 (Per Occurrence)	\$4.00	\$11.05	\$22.10

Deductible	Waived
Reporting Conditions	Customer Schedule
Reporting & Adjustment Period	Monthly

Special Terms and Conditions

- Coverage will be designed to reflect Town of Federalsburg's Leak Protection Guidelines and eligibility established with ServLine.
- Master Metered Habitational (Residential Only) \$5.00 per unit
 - Limit Applies to Property Only and does not apply to units directly.
- Charges will be applied to the customers' utility bill.
- Limit of protection to be selected by the Utility.

Note: 10% Discount on rates if the above coverages are offered by electing to include in your base rate rather than on the utility bill.





SERVLINE
by HomeServe®

APPENDIX

LEAK PROTECTION PROGRAM DEFINITIONS

- **Water Leak Protection**
Water Leak Protection covers excess water bills caused by a qualifying leak on the customer's side of the meter/point of responsibility. Developed in cooperation with ServLine and set according to the Utility's newly established Leak Protection Guidelines.
- **Sewer Leak Protection**
Sewer Leak Protection covers excess sewer bills in the event of a qualifying leak at the customer's point of responsibility. Developed in cooperation with ServLine and set according to the Utility's newly established Leak Protection Guidelines.
- **Residential**
Residential is defined as 2" meters or less with a single residential unit occupied as a residency. A qualifying unit must have a single meter to which it can be accounted for independently.
- **Commercial**
Commercial is defined as 2" meters or less with business or agricultural occupancy excluding master-metered habitational. A qualifying unit must have a single meter to which it can be accounted for independently.
Single Occupancy - Building has one business occupying space.
Multiple Occupancy - Building has more than one business occupying space.
- **Master-Metered Habitational**
Multi-Unit residential property with a master-meter measuring usage for all units.
- **Farms**
Residential Farm: Any farm that is a hobby or that does not derive additional income. There is no Agriculture meter or separate metered structures on the property and meets residential definition of the insurance company.

Commercial Farm: Any Farm that has an Agriculture meter/meter that services barns, cattle troughs, or other structures. Any Farm who derives income from the activities of the farm.
- **Rates w/ Data**
The rates furnished in this Proposal are determined by the data you have provided. It is mutually understood that the data produced, along with your explanation of how to interpret what is included in your data is done so in good faith and is complete and true to the best of your knowledge. All other factors have been determined in partnership with ServLine.
- **Leak Protection Program**
The ServLine Leak Protection Program enhances your current Leak Adjustment Policy and acts as a superseding document which will overlay your existing policy with the given enhancements. All qualifying customer leaks would adhere first to your ServLine Leak Protection Program and then would be addressed by your existing Leak Adjustment Policy. As a recommendation - Your Leak Adjustment Policy would be updated to address unqualifying leaks rather than qualifying customers who choose to decline protection.

SUMMARY FOR LEAK PROTECTION PROGRAM

BILLING

Agency

Monthly Reporting

PROJECT SCOPE & PROCESS

- Approval of ServLine
- Program Implementation
- Utility Staff Training
- Announcement Materials
- Setup and Integration
- ServLine Administers Leak Protection Program
- ServLine Handles Claims, Payments and Customer Service

TERMS AND CONDITIONS

Terms and conditions outlined in the quote may differ from the specifications submitted; please review the specific coverage part for details on coverage and exclusions.

Average claims payment is between 10 - 20 Days.

Claims volume is due to change with seasons or other unforeseen events.

Pricing does not include taxes.

Reports & Premium due by the 15th of the month following a reporting period.

Example: Participating customers for month of January would be due no later than February 15th.

Premium payments include all participating customers and are not dependent on customer payment to the utility nor pending claims payments.

This quote is valid for thirty (30) days from the date of this letter.

All rates are per participating customer per month.

THANK YOU

Thank you for your interest in becoming a valuable client of ServLine. We exist to make your Utility stronger and help you achieve your goals. One of our chief goals is to serve you and to earn the privilege of being one of your favorite service providers. The ServLine team is always looking to establish long-term meaningful relationships with the opportunity to serve your Utility and your customers with integrity and excellence.

DISCLAIMER

This proposal shows the premiums for the general coverage described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company.





TERRORISM RISK INSURANCE ACT

We are under mandate to present and offer the final two pages of this proposal. The following is terrorism insurance coverage. Please either accept or decline if you proceed with ServLine.

Note: This is a separate coverage that insures payment for losses that occur as the result of a certified act of terrorism. Please inquire for additional information.



TERRORISM RISK INSURANCE ACT OF 2002 DISCLOSURE

The "Terrorism Risk Insurance Act of 2002" establishes a program within the Department of Treasury in which the Federal Government will share the risk of loss from terrorist attacks with the insurance industry. Federal participation will be triggered when the Secretary of the Treasury certifies an act of terrorism, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism committed by an individual(s) acting on behalf of any foreign interest, provided the terrorist act results in aggregate losses in excess of \$5 million. With respect to insured losses resulting from a certified act of terrorism, the Federal Government will reimburse individual insures for 90% of the losses in excess of the insurer's retention, which is based on a specified percentage of the insurer's earned premium for the year preceding the loss. Insured losses covered by the program are capped at \$100 billion per year unless subsequent action of Congress changes that amount; this provision serves to limit insurers' liability for losses. All insurers providing commercial property insurance are required to participate in the program to the extent of offering and making available coverage for certified acts of terrorism in accordance with the terms and conditions of coverage which apply to other perils.

Terrorism Premium: \$ 1% of premium

This quote outlines coverages and does not necessarily include all coverages requested on the application provided. Only coverages outlined above will be provided.



NAME OF APPLICANT: TOWN OF FEDERALSBURG
DATE OF NOTICE: JUNE 16, 2021

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as reauthorized and amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS REAUTHORIZED AND AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage (Please Initial and Sign):

I hereby elect to purchase Terrorism coverage for certified acts of terrorism for a prospective premium of \$ 1% of premium

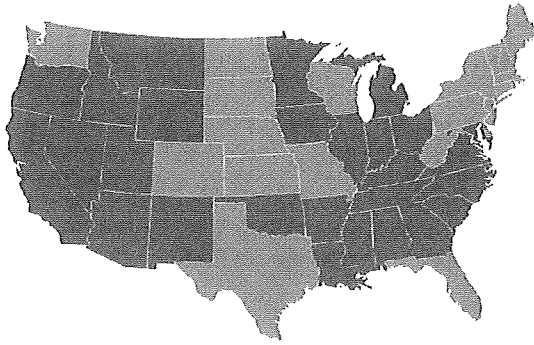
I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policy Holder Name

Date



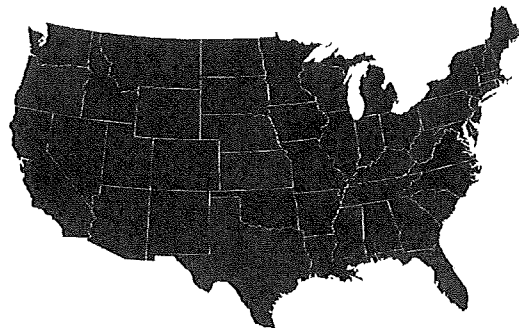
CLIENTS & PARTNERS



● *Active & Interested Utilities*

ASSOCIATION PARTNERS INCLUDE

National Rural Water Association (NRWA), Tennessee Association of Utility Districts (TAUD), Georgia Rural Water Association (GRWA), North Carolina Rural Water Association (NCRWA), Alabama Rural Water Association (ARWA), Alliance of Indiana Rural Water Association (AIRWA), Illinois Rural Water Association (IRWA), Iowa Rural Water Association (IRWA), Rural Water Association of Arizona (RWAA), Arkansas Rural Water Association (ARWA), California Rural Water Association (CRWA), Michigan Rural Water Association (MRWA), Delaware Rural Water Association (DRWA), Kentucky Rural Water Association (KRWA), Maryland Rural Water Association (MRWA), New Mexico Rural Water Association (NMRWA), Mississippi Rural Water Association (MRWA), Ohio Rural Water Association (ORWA), Virginia Rural Water Association (VRWA), Rural Water Association of Utah (RWAU), Idaho Rural Water Association (IRWA), New York Rural Water Association (NYRWA), (Nevada Rural Water Association (NvRWA), Montana Rural Water Systems (MRWS), Louisiana Rural Water Association (LRWA).



● *Active Rural Water Association Partner*

INSURANCE PROVIDERS INCLUDE

Hanover Insurance Company, Virginia Surety Company, Inc.



THANK YOU



WHITEFORD, TAYLOR & PRESTON L.L.P.

SEVEN SAINT PAUL STREET
BALTIMORE, MARYLAND 21202-1636

MAIN TELEPHONE (410) 347-8700
FACSIMILE (410) 752-7092

CRAIG B. HERON
PARTNER
DIRECT LINE (410) 347-8731
DIRECT FAX (410) 234-2335

DELAWARE*
DISTRICT OF COLUMBIA
KENTUCKY
MARYLAND
MICHIGAN
NEW YORK
PENNSYLVANIA
VIRGINIA

WWW.WTPLAW.COM
(800) 987-8705

July 14 , 2021

VIA E-MAIL: lryan@bbcmllaw.com

Kimberly J. Abner, Mayor
Town of Federalsburg
Federalsburg Town Office
118 North Main Street
Federalsburg, Maryland 21632

Dear Mayor Abner:

I am pleased that you have decided to retain Whiteford, Taylor & Preston L.L.P., as bond counsel to the Town of Federalsburg (the "Town") to provide legal advice to you in connection with the proposed issuance and sale of the Town's bonds to MDE in an amount presently estimated not to exceed \$600,000 in the aggregate (the "Bonds") to finance the Old Denton Road Water Main Project and other related and qualifying costs (the "Financing").

The purposes of this letter are: (i) to confirm our representation of the Town in connection with the Financing, and (ii) to advise you of our fees and billing practices. I will be the primary attorney in my firm serving as counsel in this matter. While I expect to have primary responsibility for handling this matter, I do expect to involve my partner, Kimberly Min to assist. Other attorneys and paralegals may be used on an as needed basis to assist on this matter as appropriate. Specifically, we will strive to staff this matter on a cost-efficient basis by using attorneys and other personnel of an appropriate level of experience.

In connection with the Financing, our firm has agreed to provide bond counsel services for the Financing at a fixed flat fee of \$12,500, which will include (i) the primary tax diligence, (ii) the ordinance process (including attending Town meetings, as/if necessary), (iii) MDE documentation preparation for the Bonds, (iv) preparation or updating of post-issuance compliance procedures, and (v) coordinating the closing of the Financing and the tax reporting to the IRS.

We are familiar with Maryland and local agency laws relating to public finance. Attached as Exhibit A is a list of State of Maryland agencies and political subdivisions of the State of

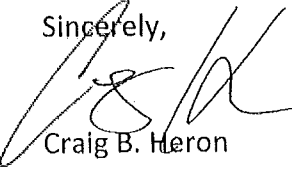
Maryland for which WTP has served as bond or other counsel within the past five years and the capacity in which WTP has represented such parties.

To confirm the billing arrangements, our Standard Terms of Engagement are enclosed; however, to summarize them for you: (a) we will invoice you for our fee at closing based on the fixed fee set forth above, (b) when billed hourly, time charges will be based on the number of hours spent multiplied by a 15% discounted hourly rate of the individual performing the work; (c) disbursements will include delivery charges, reproduction costs, on-line legal research charges, filing fees and pre-approved travel expenses; and (d) payment is due within thirty days of receipt of our invoice.

If the foregoing meets with your approval, please sign a copy of this letter and return it to me. Your acceptance of this engagement letter is your agreement to the Standard Terms of Engagement.

If you have any questions about our arrangements, or, if at any time you have any questions about the status of this matter, please feel free to call. Thank you again for the opportunity to handle this important matter.

Sincerely,



Craig B. Heron
Partner

CBH:mjy

AGREED TO AND ACCEPTED THIS _____ DAY OF _____, 2021

TOWN OF FEDERALSBURG

Kimberly J. Abner, Mayor

Date

Exhibit A

Maryland Public Finance Experience

Attorney General of the State of Maryland
Baltimore City
Baltimore County
Baltimore County Revenue Authority
City of Havre de Grace
City of Taneytown
City of Westminster
Howard County
Maryland Economic Development Corporation
Maryland Environmental Service
Maryland Industrial Development Financing Authority
Maryland Transportation Authority
Prince George's County
St. Mary's College of Maryland
St. Mary's County Metropolitan Commission
Town of Elkton
Town of Emmitsburg
Town of Greensboro
Town of Poolesville
Town of Preston
Town of Rising Sun
Town of Thurmont
Town of Trappe
University System of Maryland and various constituent institutions

WHITEFORD, TAYLOR & PRESTON L.L.P.
STANDARD TERMS OF ENGAGEMENT

We appreciate your decision to retain Whiteford, Taylor & Preston, L.L.P. ("WTP") as your legal counsel. The following summarizes our billing practices and certain other terms that will apply to our engagement, unless otherwise specified in the accompanying engagement letter (the "Engagement Letter").

Our Client

Our client is the person or entity expressly identified in the Engagement Letter. Where we represent an entity as our client, only the entity is our client and not its parents, subsidiaries, affiliates, officers, directors, partners, employees, agents, customers, or service providers, unless the Engagement Letter expressly defines them as clients.

Scope of Services

The services we will provide are limited to those set forth in the Engagement Letter or as otherwise agreed to in writing. Our services do not include accounting services, valuation services, investment banking services, or brokerage services.

Client Responsibilities

Because our representation of you depends on information we receive from you, you agree to keep us informed of any relevant information or developments relating to your matter and to provide WTP with all relevant facts, documents, electronically stored information, and other data and communications regarding the subject of our representation. You also agree to cooperate fully with us, including making your employees available to us when necessary, responding in a timely fashion to requests for information or decisions necessary to our representation and attending and participating in meetings, preparation sessions, court proceedings and other activities in the representation.

Fees

When establishing fees for the services that we render, we are guided primarily by the time and labor required, although we also consider other factors, such as the novelty and difficulty of the legal issues involved, the legal skill required to perform the particular assignment, the fee customarily charged by comparable firms for similar legal services, the amount of money involved or at risk, the time constraints imposed by either the client or the circumstances, and any unforeseen circumstances arising in the course of our representation. The effect of the foregoing factors upon any particular assignment given to us is difficult to predict with precision and for this reason we generally cannot give precise estimates of the total fees for our representation in connection with a particular matter.

We invite our clients to discuss freely with us any questions that they have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge. We will attempt to provide as much billing information as the client reasonably requires, in the form desired.

Disbursements

In addition to legal fees, our invoices include any out-of-pocket expenses we have advanced on behalf of the client. These advanced costs generally include such items as travel expenses, conference call services, messenger and delivery service, the costs of terminal time for computer research, postage in excess of the first-class rate for ordinary letters, fees for filing, recording, certification, and registration charged by governmental bodies, transcript costs, the cost of photocopying materials sent to the client or third parties or required for our use, and any other third-party charge incurred in representing you.

Experts and Consultants

If we utilize third party experts, consultants, vendors, or other professionals on your behalf, you may be expected to sign an engagement letter with that professional or vendor and to be responsible for direct payment of all fees, costs, and expenses of the professional or vendor. We will not assume or accept responsibility for paying any expert, consultant, or other professional engaged on your behalf.

Billing

We generally bill monthly and our invoices are due within thirty (30) days of receipt. Any payments made may be applied first to the oldest outstanding invoice or applied to replenish a retainer, if applicable. In the unlikely event that collection activities are necessary, you agree that we are entitled to recover reasonable attorneys' fees and court costs in connection with such collection activities.

Advanced Fees/Retainers

Our firm reserves the right to require an advance fee or cost deposit with respect to matters we undertake. We apply any advance deposit to the last monthly billing for the matter and we refund any excess at the conclusion of our representation. We reserve the right to use any part of said funds to satisfy a delinquent payment, and to discontinue representation until you forward funds to restore the full retainer.

Estimates and Budgets

If requested and subject to the provisions of this paragraph, we will provide an estimate or budget for a particular representation. It shall be your responsibility, if you wish to do so, to track the actual fees and charges of WTP against the estimate or budget and to bring promptly to our

attention any concerns or questions that you may have if there are any variances between the actual billings and the estimate or budget. It is often impracticable to determine in advance the amount of effort that will be needed to complete all of the necessary work on a matter or the total amount of fees and costs that may be incurred. Moreover, these estimates and budgets are not intended to be binding, are often subject to circumstances beyond our control, and are imprecise by their nature. You are responsible for paying the actual fees and expenses incurred for your matters even if they turn out to exceed the budgeted estimates.

Professional Ethics/Confidentiality

As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and lawyer. In order for us to maximize the benefit of our services for a client, we must be aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. The confidentiality of our discussions is, however, not without exceptions. For example, if you share our confidential communications with individuals or entities outside our attorney client relationship or on social media, such disclosure may result in a waiver of the attorney client privilege of those communications. Moreover, if you use an employer's or other third party's email system, device or network to communicate with us about a personal matter, even to access your private email (such as Gmail, Yahoo, Hotmail), a court may determine that you had no expectation of privacy when using the employer's or other third party's email system, device, or network. We will further explain these and other exceptions to the confidentiality of attorney client communications to you if you request us to do so.

Additionally, you should be aware that, in instances in which we represent a corporation or similar legal entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, partners, or persons in similar positions. In those cases, our professional responsibilities are owed to the entity. Of course, we can also represent individual executives, shareholders, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, although the consent of all clients may be required under such circumstances.

Like most businesses, our firm customarily arranges for financing with one or more lending institutions. Our lenders may require us to collateralize our obligations with our accounts receivable or otherwise require disclosure of financial arrangements with our clients. Thus, the fact of our attorney-client relationship, but not the details of the representation, may be disclosed to our lenders.

Other Representations and Potential Conflicts

With respect to any matter in which we represent you, we will not represent any other person with directly adverse interests to you in that matter without first obtaining your consent. With respect to representing anyone with interests that may overlap or even be at times contrary to yours, you agree that we can represent such parties in such matters so long as (a) such matters are not directly related to a matter in which we are representing you and (b) the attorneys working on such other client matter have no access to any of your confidential information on such matter.

Additionally, it is not uncommon for WTP to be asked to represent multiple members of a corporate family. For example, WTP is often asked to represent a parent corporation and its subsidiaries and affiliates. If WTP is requested to provide legal services to one member of a corporate family that involve or impact other members of a corporate family, each entity that is a client hereby consents to said representation unless and until the entity specifically notifies WTP in writing that it is withdrawing its consent.

Document Retention and Destruction

During the course of our engagement we may generate or come into possession of various paper and electronic documents ("Materials") pertaining to your matters. Upon your request, at the conclusion of each matter for which we are engaged, we will make arrangements to return to you any original Materials you have provided to us that remain in our possession. In the absence of written instructions from you to the contrary, we reserve the right, upon the expiration of five (5) years after the conclusion of a matter, to dispose of all Materials pertaining to the matter without further notice to you. Accordingly, if there are Materials you wish to obtain from our file upon the conclusion of a matter, it will be necessary for you to advise us in writing of that request to ensure that they are not destroyed. You agree to pay for the reasonable costs of retrieval, assembly, processing and transfer to you of any requested Materials. You also agree that all Materials retained by WTP after the conclusion of the matter are the sole property of WTP.

With respect to electronic Materials, in the absence of any other arrangements made with you in writing, WTP reserves the right, upon the expiration of three (3) months after the completion of a matter, to transfer hosted data and any ancillary electronic files to a suitable off-line storage medium, with reasonable one-time storage media and IT costs to be charged to, and payable by, you. Upon transfer to such suitable storage media, the data and ancillary electronic files will continue to be treated as Materials in accordance with the immediately preceding paragraph.

WTP's files pertaining to the matter will not be delivered to you. You agree that WTP's files include, for example, administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, as well as internal lawyers' work product (such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports and mental impressions, prepared by us for our internal use). You agree that WTP's files remain

our property and for various reasons, including (without limitation) the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of WTP's files at any time after the conclusion of the matter.

Data Security

It is common for us to exchange documents and communicate electronically, including by unencrypted email and with various cloud or third party services, and you authorize us to do so in the course of our representation. Unfortunately, third-parties may improperly attempt to intercept, divert, misappropriate, control, interfere with, corrupt or destroy those records despite your and our attempts to prevent such unauthorized actions. As a result, while we will endeavor to protect any of your electronic information that we possess the same as we would our own, including from inadvertent incidents, we cannot and do not represent or warrant that those efforts will be adequate to thwart all potential wrongdoers or incidents. To assist us in this effort, you agree to carefully screen websites and electronic communications for malware or other malicious links or materials before sharing them with us, and not to send any communication or document to us electronically that includes personally identifiable or other sensitive or confidential information unless you have first discussed this with us and we have agreed on how best to share such information. You agree to hold WTP harmless from any claims related to or arising from the improper use, publication, or destruction of your electronic data by third parties.

Subpoena, Lawful Process or Third Party Claims

If WTP or any of its personnel are required by subpoena or other lawful process to provide testimony or produce documents or records, including electronic records, relating to WTP's representation of you, or if we must defend the confidentiality of your communications with us in any proceeding, you agree to pay us for our time, at the standard hourly rate for the particular individuals involved, and our expenses, even if our representation of you has ended, in addressing and responding to any such matter. Additionally, to the fullest extent permitted by law, if a third party threatens or brings a claim against us for actions taken by us in connection with representing you, you agree to indemnify and hold us harmless from any and all costs and expenses incurred by us, and pay us for our time and expenses incurred, including without limitation any outside legal fees we may incur in connection with such claim or threatened claim.

Termination of Services

You have the right at any time to terminate our services and representation upon written notice to WTP.

We reserve the right to terminate the representation if our invoices are not timely paid. We also reserve the right to withdraw from our representation in accordance with applicable rules of professional conduct if, among other things, you fail to honor the terms of the Engagement Letter or these Standard Terms of Engagement, you fail to cooperate or follow our advice on a material matter, or any fact or circumstance would, in our view, render our continuing

representation unlawful or unethical. We will be entitled to be paid for all services rendered and costs and expenses paid or incurred on your behalf up to the date of termination or withdrawal, as well as for services rendered and costs and expenses paid or incurred in connection with acquainting any new counsel with the matter and making copies of documents for the client, any new counsel and WTP.

Upon the termination of our involvement in a particular matter for which we were engaged, we shall have no duty to inform you of any subsequent events, developments, or changes in law that may be relevant to such matter or that could affect your rights and liabilities. Unless you and WTP agree in writing to the contrary, we shall have no obligation to monitor renewal or notice duties or similar deadlines that may arise from the matters for which we had been engaged.

No Guarantee of Outcome

We do not and cannot guarantee the outcome of any matter. Any comments or statements about possible outcomes to a matter are expressions of opinion only.

Litigation Support Services and Electronic Data Processing

If your matter involves electronic data processing, storage, hosting and/or other litigation support services (collectively, "Litigation Support Services"), charges for such Litigation Support Services will be billed at rates set forth in a pricing schedule available to you at the outset of any matter in which Litigation Support Services will be provided.

You acknowledge that WTP may utilize a third-party vendor to complete the Litigation Support Services, in which case you may be invoiced separately by the third-party vendor. WTP will use its discretion in determining whether a third-party vendor should be used.

YOU ACKNOWLEDGE AND AGREE THAT ANY DATA AND ANY OTHER MATERIALS YOU PROVIDE MAY BE DAMAGED PRIOR TO OUR RECEIPT AND THAT THE EFFORTS OF WTP AND/OR WTP'S LICENSORS, VENDORS, OR AGENTS TO PROVIDE LITIGATION SUPPORT SERVICES MAY RESULT IN THE DESTRUCTION OF, OR FURTHER DAMAGE TO, SUCH DATA AND OTHER MATERIALS, FOR WHICH NEITHER WTP, ITS VENDORS, ITS AGENTS, NOR ITS LICENSORS WILL ASSUME ANY LIABILITY.

ALL DATA PROCESSING SERVICES ARE PROVIDED "AS IS," WITHOUT ANY WARRANTIES WHATSOEVER, AND YOU EXPRESSLY DISCLAIM, AND HEREBY EXPRESSLY WAIVE, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, NON-INTERFERENCE AND ACCURACY OF INFORMATIONAL CONTENT WITH RESPECT TO DATA PROCESSING SERVICES.

Waiver of Jury Trial

IN ANY DISPUTE BETWEEN US, WE BOTH AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL.

Entire Agreement

These Standard Terms of Engagement and any accompanying engagement letter together comprise the entire agreement between you and WTP with respect to our engagement and supersedes all prior and contemporaneous oral and written agreements or understandings between us. From time to time, WTP may revise these Standard Terms of Engagement, in which case the revised terms will modify these terms and become effective as between us on the earlier to occur of your execution of the revised terms or thirty days after we provide you with a copy of the revised terms in writing; otherwise, this agreement may be modified only by subsequent written agreement of the parties.

We want to thank you again for selecting our firm. We look forward to a mutually satisfying and rewarding relationship.

Whiteford, Taylor & Preston, L.L.P.

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: July 19, 2021
RE: Review of town code of ordinances chapter 197, articles I, II, and III

Staff brought this matter to the mayor and town council for review at the June 7, 2021 meeting for the purpose of clarifying procedure on permitting, inspections, fees, and connection to the general public street and public way drainage system. Since that time staff has developed both a design standard and draft text amendment for this chapter. The proposed design standard duplicates a standard used by the Town of Easton, and is clear on the construction requirements, accessibility compliance, and interconnection to existing sidewalk.

The draft text amendment language that follows simplifies and clarifies the sidewalk permitting process by reducing it to three articles. Article I describes the permitting procedural steps. Article II describes the specific work area requirements during and upon completing permitted work. Article III establishes penalties for non-compliance with this chapter.

Article I No sidewalk or corner ramp, or any portion of sidewalk or corner ramp, shall be removed, broken up, or replaced by any property owner or person(s) acting on behalf of the property owner unless first acquiring a permit to do so from the building official. Permitting shall be done through an application process and fee schedule approved by the mayor and town council, administered through the building official, and reviewed periodically at the mayor and town council's discretion.

Article II Upon acquiring a permit to repair, replace, or otherwise improve any sidewalk and/or corner ramp, or any portion thereof, the person(s) acquiring said permit shall not obstruct or impede the flow of vehicle traffic or pedestrian activity except for the specific work area. The specific work area shall be maintained in a clean, safe, and workman-like manner throughout the period under the permit. Upon completing the permitted work, the building official shall inspect the work for completeness and compliance with design and construction standards, accessibility requirements, and stormwater drainage.

Article III Any property owner or person(s) acting on behalf of the property owner found in violation of this chapter shall be subject to a fine determined by the mayor and town council for each day of noncompliance.

At this time staff is not requesting action other than direction to staff.

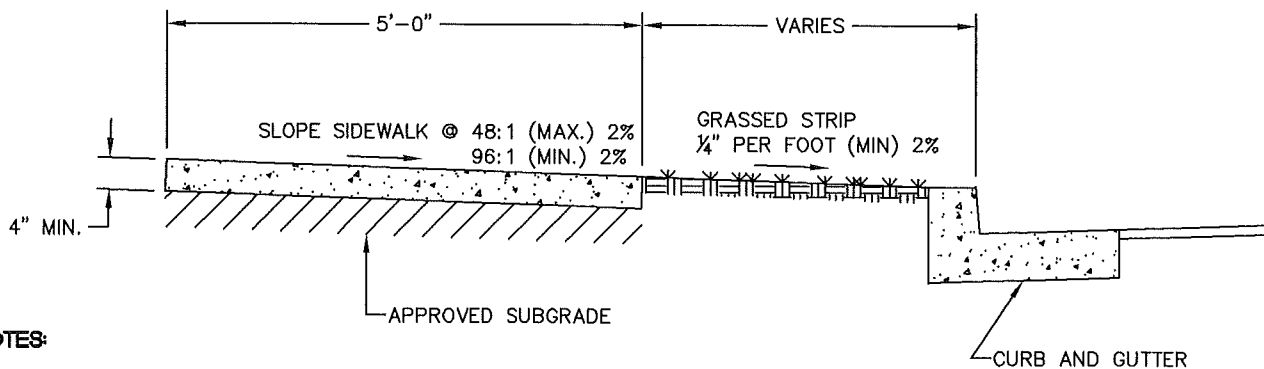
A. Concrete Driveways

1. Concrete driveways shall be replaced and reconstructed upon a properly prepared, graded and compacted subgrade and in compliance with MD-SHA requirements.
2. Driveways shall be constructed to a minimum thickness of 6-inches and shall be reinforced with 6-inch by 6-inch wire mesh of 10-10 gauge if materials removed were reinforced before.
3. Restoration shall provide for a smooth transition from back of sidewalk or driveway construction to undisturbed areas and shall be free of all localized depressions or abrupt changes in grade that may trap or otherwise misdirect surface drainage or represent possible damage to vehicular travel.

2.04.21 SIDEWALK CONSTRUCTION

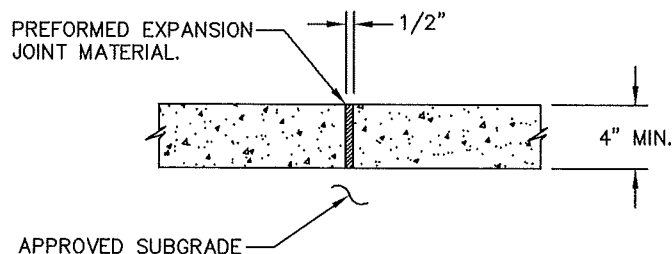
- A. Concrete sidewalks shall be replaced as required, or as directed, in accordance with the Standard Details. Handicapped ramps shall be installed where shown on the plans, in accordance with current ADA requirements.
- B. Sidewalks in areas not subject to vehicular loading shall have a minimum thickness of 4-inches of concrete placed upon a properly prepared, graded and compacted subgrade.
- C. Sidewalks in vehicular loading areas and Handicapped ramps shall be a minimum thickness of 6-inches reinforced with 6-inch by 6-inch W1.4 by W1.4 wire mesh. Subgrade shall be prepared as stated for non-load areas.
- D. Brick sidewalks shall have 4" graded aggregate, compacted to 95% of ASTM 1557, with 1/2" sand between the aggregate and brick.
- E. In driveway and handicapped ramp locations, 4" of graded aggregate, compacted to 95% of ASTM 1557, shall be placed beneath a 6" reinforced concrete slab with a 1/2" sand bedding beneath the brick sidewalk.
- F. Replacements of partial sections of concrete sidewalk, where so directed, shall be extended to the nearest existing joint in each direction.
- G. Sidewalks shall be replaced to a width equal to that existing prior to start of construction and such width shall be maintained throughout the entire length of the block.
- H. A broom finish shall be applied perpendicular to the direction of traffic. Trowel picture frame finish at each control or expansion joint.
- I. Cold weather construction shall conform to the Maryland SHA standards.

END OF SECTION



NOTES:

1. CONCRETE SHALL BE SHA MIX NO. 3.
2. CONTRACTION JOINTS SHALL BE TOOLED AT 5'-0" INTERVALS. (4' INTERVALS FOR 4' WIDE SIDEWALK)
3. EXPANSION JOINTS AT INTERVALS NOT GREATER THAN 20'-0".
4. ALL UNPAVED AREAS WITHIN STREET SIDELINES SHALL BE SEEDED OR SODDED PER SPECIFICATIONS.
5. SIDEWALKS AT DRIVEWAY LOCATIONS TO BE 8" THICK.
6. WHERE CONTINUOUS WIDTH OF TRAVEL IS LESS THAN 5'-0", PROVIDE PASSING ZONES AT AN INTERVAL NOT TO EXCEED 200' CENTER TO CENTER. ENTRANCES SHALL BE ACCEPTABLE PASSING ZONES PROVIDED PAVING WIDTH OF 5'-0" IS MAINTAINED AT 48:1 SLOPE.
7. GRASS STRIPS SHALL BE SLOPED AS TO PROVIDE POSITIVE DRAINAGE TOWARD STORMWATER FEATURES.
8. WHERE REVERSE SLOPES OF GRASS STRIPS AND SIDEWALKS ARE REQUIRED TO PROVIDE POSITIVE DRAINAGE TOWARDS A STORMWATER FEATURE, SPOT ELEVATIONS SHALL BE PROVIDED ON FRONT AND BACK OF SIDEWALK. (REVERSE SLOPES MUST BE APPROVED BY THE TOWN PRIOR TO CONSTRUCTION)
9. MAXIMUM SLOPE IN THE DIRECTION OF TRAVEL SHALL BE 5% IN LOCATIONS WITHOUT HANDICAPPED RAMPS.
10. SIDEWALKS SHALL COMPLY WITH ADA REQUIREMENTS PER THE MOST UP TO DATE DEPARTMENT OF JUSTICE REGULATION 28CFR PART 36.



EXPANSION JOINT DETAIL



APPROVAL

Rid Van Engle
TOWN ENGINEER

1/2020
DATE

**TOWN OF EASTON
STANDARD DETAILS**

CONCRETE SIDEWALK

ISSUED: JANUARY 2020

STANDARD NO: TOE-R-7.01

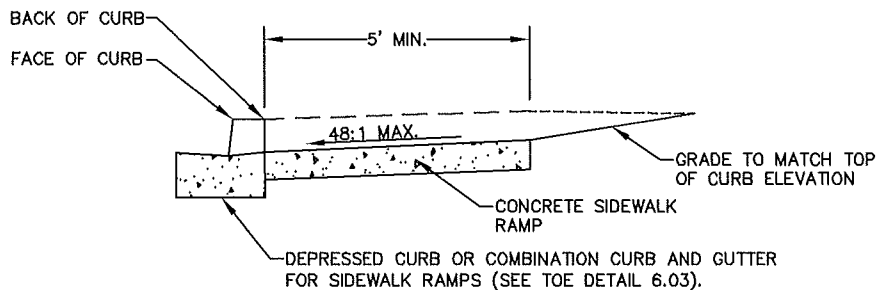
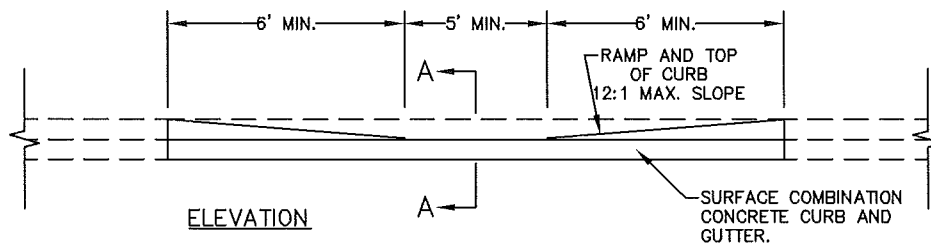
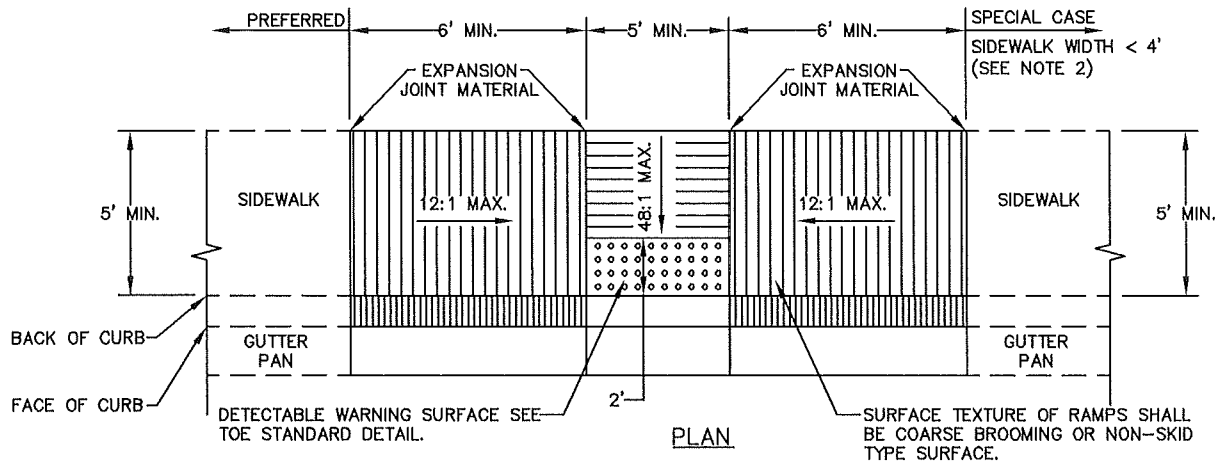


SECTION A-A



Rick Van Engle
TOWN ENGINEER

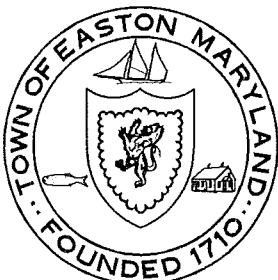
STANDARD NO: TOE-R-7.03



SECTION A-A

NOTES:

1. TO BE USED WHERE SIDEWALK IS ADJACENT TO THE CURB. THIS STANDARD MAY BE MODIFIED TO SUIT A PARTICULAR LOCATION.
2. WHERE 60" SIDEWALK CAN NOT BE PROVIDED, A DESIGN WAIVER MUST BE REQUESTED.
3. NO TRAVERSABLE SLOPE ON THE RAMP OR SIDEWALK SHALL EXCEED 12:1 IN THE DIRECTION OF PEDESTRIAN TRAVEL OR 48:1 PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL. THE CROSS SLOPE OF THE LANDING AREA CAN NOT EXCEED GRADE OF ROADWAY.
4. EXPANSION JOINT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH TOE STANDARD DETAIL.
5. SIDEWALK RAMPS TO BE SHOWN ON PLANS SYMBOLICALLY AND REFERENCED WITH THE CENTER OF THE RAMP ALIGNED TO A STATION ON THE CONSTRUCTION CENTERLINE. SEPARATE DETAILS SHALL BE SHOWN WHERE PROPOSED RAMP VARIES FROM STANDARD CASES.
6. TRANSITION PANELS TO TIE INTO EXISTING SIDEWALK MUST BE A MINIMUM OF 5' IN LENGTH.



APPROVAL

Rid Van Eng
TOWN ENGINEER

1/2020
DATE

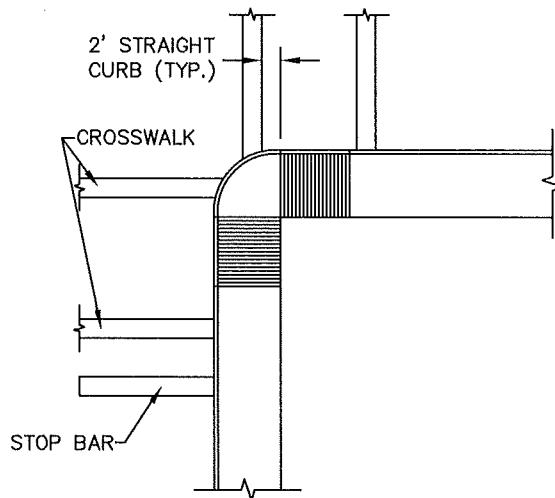
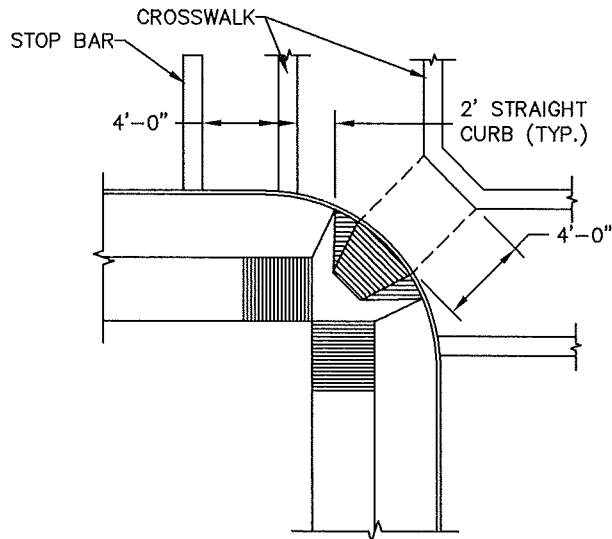
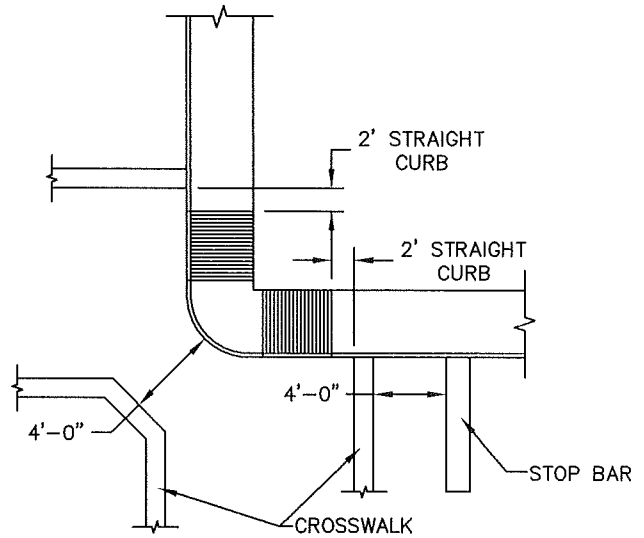
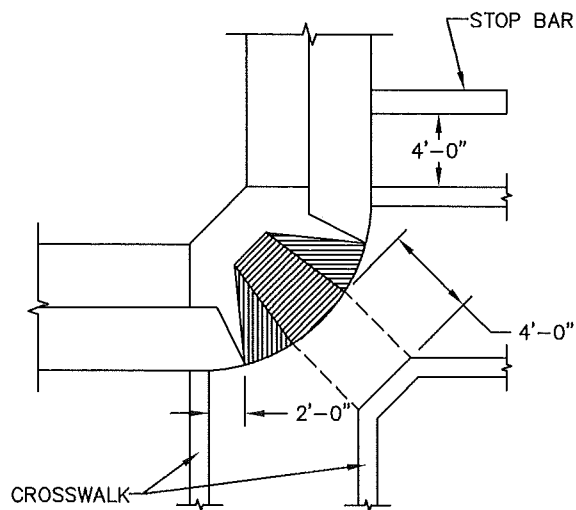
TOWN OF EASTON
STANDARD DETAILS

SIDEWALK RAMPS
PARALLEL

ISSUED: JANUARY 2020

STANDARD NO.: TOE-R-7.04

CROSSWALK DETAIL



NOTES:

1. CROSSWALK MARKINGS SHALL BE PLACED 2' FROM THE START OF A STRAIGHT SECTION OF CURB.
2. THERE SHALL BE A 48" LANDING AT THE FRONT EDGE OF CORNER RAMP.
3. STOP BAR SHALL BE PLACED 4' FROM THE CROSSWALK.



APPROVAL

Rud Van Engle
TOWN ENGINEER

1/2020
DATE

TOWN OF EASTON
STANDARD DETAILS

CROSSWALK DETAIL

ISSUED: JANUARY 2020

STANDARD NO.: TOE-R-8.01

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: July 19, 2021
RE: Department of Natural Resources grant award for Marina Park stormwater and water quality improvement

This month the Town received notification of a grant award of \$300,000 for the Marina Park stormwater and water quality project that was previously not awarded funding from the National Fish and Wildlife Fund. These funds are specific to Maryland communities for Chesapeake Bay restoration, and awarded through the Chesapeake and Atlantic Coastal Bay Trust Fund. According to the Department of Natural Resources website:

The Chesapeake and Atlantic Coastal Bays Trust Fund (Trust Fund) allows Maryland to accelerate Bay restoration by focusing limited financial resources on the most efficient, cost-effective non-point source pollution control projects. State agencies work with our local partners to administer the money in ways that leverage the funds to the greatest extent possible, target the funds geographically, engage the community at large, and hold everyone accountable.

Provisions of the grant award are stated in the award agreement document (attached). According to the town engineer's staff the award is based on Maryland Department of the Environment permits awarded in 2018 (expiring in 2023), and design plans that are at the ninety (90) percent completion level. Town staff expressed the expectation that all work associated with this stormwater and water quality project, including all administrative and legal, be done within the scope of the grant award at this funding level. This grant award is reimbursement based, and requires no local matching funds.

Staff recommends acceptance of the grant funds and authorizing the mayor to sign the award agreement.



(/sp/grants_gateway)

Award Acceptance ▾

Save Draft

Mark Complete

Close

Funding Program

Chesapeake & Atlantic Coastal Bays Trust Fund ▾

Amount of Award

\$ 300,000

CCS Project Manager

Wes Gould; wesley.gould@maryland.gov; 410.260.8812 ▾

This will be the DNR lead contact for your funded proposal.

Grant Number

14-22-2944 TRF15

List of Sites/Tasks Approved: Only the listed sites/tasks are approved for this grant. Each site/task is marked as approved or denied in the application.

Marina Park

Please read all of the following terms of award and Accept or Decline. If you decline any conditions, the award will not be issued. This award acceptance verifies your intent to accept the award and is the first step in the award process.

Your assigned project manager will contact you to draft the scope of work and grant agreement or contract to officially begin work.

Funder comments and/or award contingencies

Contingent on budget approval (not enough details in proposal); work with DNR staff for final scope

Comment/Contingency Acknowledgement *

- ☒ I have read the funder comments and/or contingencies associated with the award.
☐ No comments or conditions presented

1. This funding offer was awarded for the costs associated with the project(s) identified above. These funds shall be used to implement the project(s) as described in your proposal, the details of which will be transferred into your scope of work, and may not be transferred or re-assigned to other projects. Final budget items are subject to approval by the Issuing Officer and must comply with funding legislation and allowable costs. Some proposed budget items may not be approved in the award budget. *

- ☒ Accept
☐ Decline

2. This project(s) was selected for funding based on several metrics and program criteria. Substantial changes to the project(s) that would change these metrics will not be permitted during the grant development process. If substantial changes are required, DNR reserves the right to revise or revoke this funding offer. *

- ☒ Accept
☐ Decline

3. No work may begin until the grant has been fully executed. The project(s) must adhere to the timeline included in the grant's scope of work. Significant deviations from the schedule must be discussed with your assigned DNR grant manager. If the project(s) does not adhere to the schedule, DNR may choose to reprogram these funds to other projects that are ready to proceed. *

- ☒ Accept
☐ Decline

4. Unless otherwise authorized by DNR, all payments under this grant will be made on a reimbursable basis upon submission of proper backup documentation. Reimbursement requests are processed quarterly. Ten percent of the award will not be reimbursed until the final report, showing proof of satisfactory project completion, has been accepted by DNR. *

☒ Accept

☐ Decline

5. Progress reports must be submitted on a quarterly basis and are a prerequisite for reimbursement processing. Incomplete or poorly written reports will be returned to you for revision, and reimbursement requests will not be processed until the revised report is re-submitted and accepted. A final report and "success story" (if applicable) must be submitted on the final day of the grant term. *

☒ Accept

☐ Decline

6. Any changes to the grant agreement or scope of work that you request during the grant term must first be discussed with your assigned DNR Project Manager, who will provide you a Modification Request Form if appropriate. Any requested changes will be reviewed in terms of their impact on the metrics used to evaluate the project(s) when it was proposed. Substantial changes to the project(s) that would change these metrics will not be permitted. *

☒ Accept

☐ Decline

7. You must secure sufficient funds to cover all project costs not financed by DNR. If you are unable to obtain the necessary funds you must immediately notify your project manager that the project is unable to proceed. If grant agreements and/or contracts are not executed by December 31 of the award year, DNR reserves the right to re-allocate the funds. *

☒ Accept

☐ Decline

8. You shall report the work implemented through this project(s) to the appropriate agency (or agencies) so that the project(s) is counted towards the local Watershed Implementation Plan and Chesapeake Bay TMDL. If there are no plans for applying the generated credits to the statewide TMDL, please inform your DNR grant manager. Generated credits cannot be banked, used to meet compensatory mitigation requirements, or otherwise sold for profit. *

☒ Accept

☐ Decline

Organization Federal ID Number (EIN)**Is the Key Personnel/Principal Investigator different from Applicant profile? ***☐ Yes☒ No**Award Acceptance ***☒ I understand the terms above and accept the award on behalf of the applicant organization.☐ Our organization declines the award.**Digital Signature (type name) *****Date *****Grantee comments**

96.312.10.64

wizehive

(http://www.wizehive.com/)

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: July 19, 2021
RE: Staff general personnel matters

Several general personnel matters require review and action by mayor and town council. These matters do not pertain to the employment of any particular member of staff and so can be discussed in open session.

Juneteenth federal holiday – Signed into law by the president on June 17, 2021, Juneteenth is the newest federal holiday. The holiday is commemorated on June 19th annually and when it falls on a weekend day is observed either the Friday prior or the Monday after. Section 3.2 of the town employee manual lists the Town holidays and currently number thirteen in practice. The Juneteenth holiday will make fourteen paid holidays for all employees. Amending the holiday schedule will require a resolution of the mayor and town council as required by Section 3.2.A. Pending discussion and direction to staff, it is staff's recommendation to amend the holiday schedule to add the observation of Juneteenth Day.

Police holiday pay level – Section 3.2.B of the employee manual states that any employee who "is required to work on a legal holiday, he\she will receive the regular eight (8) hour days per plus an additional eight (8) hours." While this eight-hour day is the base working day for most town employees, police work a twelve (12) hour shift, and so the manual should be revised to reflect the actual working hours of the police personnel. Pending discussion and direction to staff, it is staff's recommendation to amend the holiday pay level for police personnel to twelve hours from eight.

American Rescue Plan Act\Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions – As a condition of receiving these federal funds certain requirements are placed on recipients and subrecipients. The attached Terms and Conditions document shows the circled sections requiring some amendment to the employee manual. Staff training or posting of public information may be a prudent step in ensuring all employees of the town, as a recipient of federal funding, understand their rights and responsibilities. Conflict of interest (Section 2.11), seat belt use and cell phone\texting (Section 6.8), and drug-free workplace (Section 7.2) are addressed in the current employee manual and may require modest text amendment to ensure the appropriate Code of Federal Regulations language is cited and reflected in the town's document. Provisions for the protection of whistleblowers, compliance with the Hatch Act, and restrictions on lobbying activities will need to be drafted and included in the employee manual in the near future, then distributed to all employees.

At this time staff is not requesting action other than direction to staff.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ARTICLE IX
Drainage and Water Systems

- § C9-1. Water system.
 § C9-2. Sanitary sewerage and storm drainage systems.
 § C9-3. Same; rates and charges.

ARTICLE X
Planning and Zoning

- § C10-1. Planning and zoning powers.
 § C10-2. Power to regulate subdivisions, street grades and width and building and plumbing.

ARTICLE XI
Taxation and Finance

- § C11-1. Annual tax levy.
 § C11-2. List of taxpayers.

- § C11-3. Borrowing power.
 § C11-4. Audits.

ARTICLE XII
Fines and Penalties; Liens

- § C12-1. Misdemeanors.
 § C12-2. Municipal infractions.
 § C12-3. Liens.

ARTICLE XIII
Miscellaneous Provisions

- § C13-1. Prior rights.
 § C13-2. Prior laws and ordinances.
 § C13-3. Separability.

Exhibit A

[HISTORY: Adopted and amended as indicated in section histories.]

ARTICLE I
Incorporation and General Powers

§ C1-1. Incorporation; general powers; Mayor and Council. [P.L.L., 1860, Art. 6, sec. 93; 1888, sec. 116; 1930, sec. 178. 1929, ch. 21, sec. 1; 1947, ch. 337, sec. 178; Res. No. 2004-03, 3-1-2004]

The inhabitants of the Town of Federalsburg, in Caroline County, Maryland, are hereby constituted a body corporate under the name and title of the "Mayor and Council of Federalsburg" and by that name shall have perpetual succession, sue and be sued, have and use a common seal which may be altered at pleasure, and shall have all of the powers incident to or that may attach to a municipal corporation, and shall have and possess all the rights, powers, property and duties vested in and devolving upon the Commissioners of Federalsburg, except as the same may be changed by this Charter. The said Mayor and Council of Federalsburg shall have the right to acquire property by gift, purchase, condemnation, or otherwise, and to dispose of the same by ordinance and legal conveyance. The Mayor and Council of Federalsburg shall consist of four Council members and the Mayor.