

# Town of Emmitsburg

300 A South Seton Avenue • Emmitsburg, MD 21727

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www.emmitsburgmd.gov

## TOWN MEETING AGENDA

TOWN OFFICE – 300A SOUTH SETON AVENUE

MONDAY, JANUARY 8, 2024

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. FUTURE MEETINGS

*Citizen's Advisory Committee Meeting: January 16, 2024, 7:00 pm (Town Office)*

*Board of Commissioners Workshop RE Water Rates and Financial Status: January 22, 2024, 7:00 pm (Town Office & Zoom)*

*Planning Commission Meeting: January 23, 2024, 7:00 pm (Town Office & Zoom)*

*Comprehensive Plan Workshop: January 29, 2024, 7:00 pm (Town Office & Zoom)*

*Board of Commissioners Meeting: February 5, 2024, 7:00 pm (Town Office & Zoom)*

### MEETING ITEMS

- A. APPROVE MINUTES: December 5, 2023 and December 12, 2023
- B. POLICE REPORT
- C. TOWN MANAGER'S REPORT
- D. TOWN PLANNER'S REPORT
  1. GRANT ADMINISTRATOR'S REPORT
  2. PARKING ENFORCEMENT REPORT
- E. COMMISSIONER COMMENTS
- F. MAYOR COMMENTS
- G. PUBLIC COMMENTS
- H. ADMINSTRATIVE BUSINESS
  1. Announcement of the 2023 winners of the Holiday House and Business Decorating Contest.
- I. CONSENT AGENDA
  1. For consideration, ending the term of Amber Phillips on the Citizen's Advisory Committee.
- J. TREASURER'S REPORT
- K. PLANNING COMMISSION REPORT
- L. AGENDA ITEMS (DETAILS ATTACHED)
  1. For consideration, move the home department of the office coordinator from Dept. 40 (water fund) to Dept. 13 (general fund-financial).
  2. For consideration, approval of the estimate for the prefabricated bathroom building in E. Eugene Myers Park.

3. For consideration, approval of the pump station dedication agreement with Rutters.
4. For consideration, approval of three-year contract with EOS for maintenance of Silo Hill Stormwater Basin as required by MS-4 permit.
5. Hold a public hearing then consideration on approval of agreement with Shentel/Glo Fiber.
6. Approval of bid for the purchase and installation of smart parking meters downtown for consideration.

M. SET AGENDA FOR NEXT MEETING: February 5, 2024

4. **SIGN APPROVED TEXT AMENDMENTS AND/OR RESOLUTIONS**
5. **ADJOURN**

Hi there,

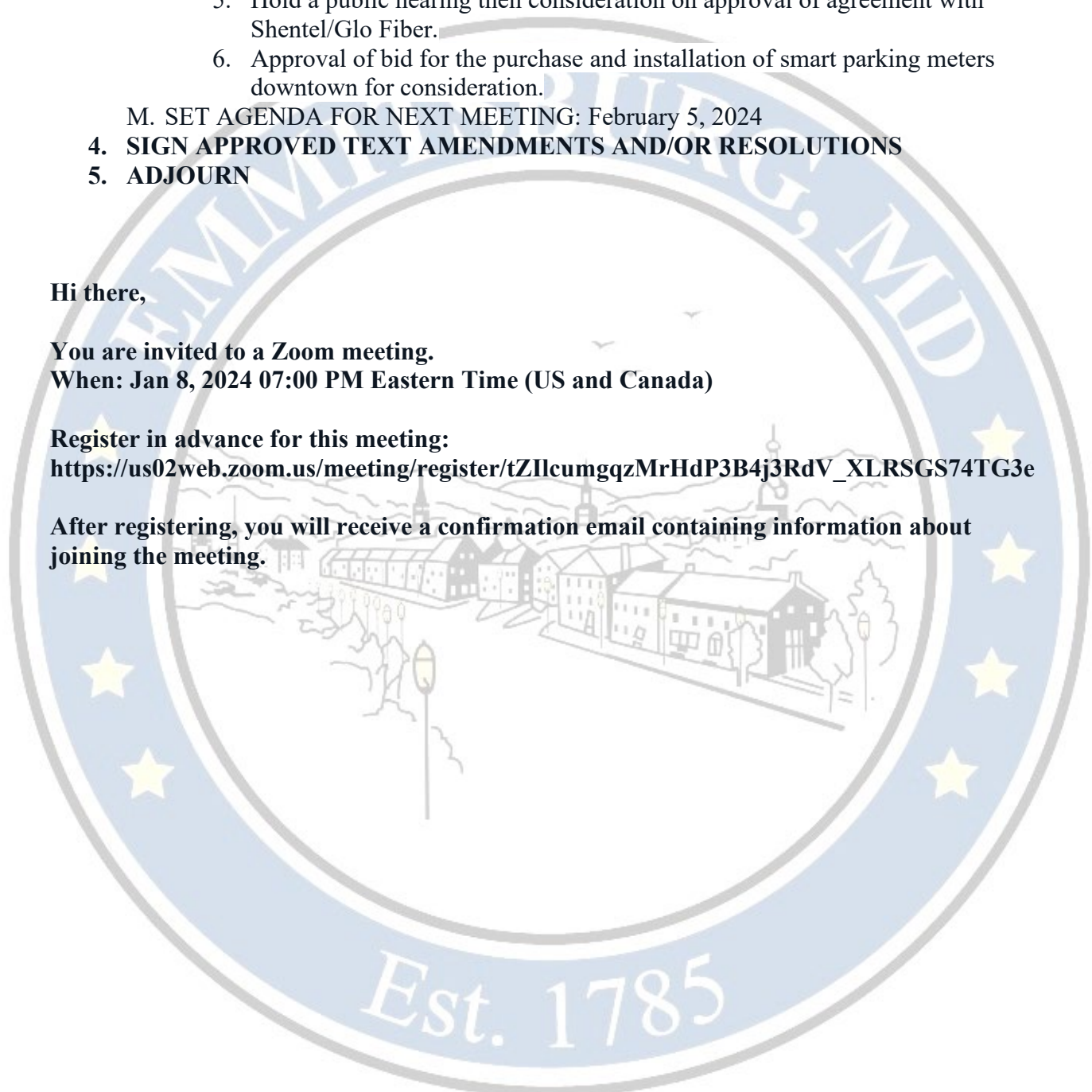
**You are invited to a Zoom meeting.**

**When: Jan 8, 2024 07:00 PM Eastern Time (US and Canada)**

**Register in advance for this meeting:**

**[https://us02web.zoom.us/meeting/register/tZllcumgqzMrHdP3B4j3RdV\\_XLRSGS74TG3e](https://us02web.zoom.us/meeting/register/tZllcumgqzMrHdP3B4j3RdV_XLRSGS74TG3e)**

**After registering, you will receive a confirmation email containing information about joining the meeting.**



**A. MINUTES**



**MINUTES  
TOWN MEETING  
DECEMBER 5, 2023**  
**TOWN OFFICE – 300A SOUTH SETON AVENUE**

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**Present:** *Elected Officials* - Mayor Frank Davis; Commissioners: Amy Boehman-Pollitt, President; Jim Hoover, Vice President; Valerie Turnquist, Treasurer, Timothy O'Donnell; and Clifford Sweeney. *Staff Present* - Cathy Willets, Town Manager; Madeline Shaw, Grant Administrator; Sabrina King, Town Clerk; Jessica Housaman Recorder; Kadeem Brim, Parking Enforcement Officer. *Others Present* – Deputy Barthalow; Clark Adams, Town Attorney.

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**I. Call to Order**

A quorum being present, Commissioner Boehman-Pollitt, President of the Board of Commissioners, called the December 5, 2023 Town meeting to order at 7:00 p.m. Pledge of Allegiance was recited.

Commissioner Boehman-Pollitt asked for Town Staff to introduce themselves by name, years of service, and job title.

Mayor Davis also recognized Cole Tabler, the Town Accountant, with a plaque for his nine years of service with the Town.

Commissioner Boehman-Pollitt announced upcoming meetings.

**Approval of Minutes**

Commissioner O'Donnell motioned to accept the November 6, 2023 Town meeting minutes as presented; second by Commissioner Hoover. Yeas – 4; Nays – 0; Abstain – 1, Turnquist. The motion was accepted.

**Police Report:**

Deputy Barthalow presented the police report from November (exhibit attached).

**Town Managers Report:**

Ms. Willets, Town Manager, presented the Manager's Report from November 2023 (exhibit in agenda packet). Ms. Willets highlighted key points in her report and noted at the time of the report, Rainbow Lake was 2.2' feet below the spillway level.

**Town Planners Report:**

Ms. Willets presented the Town Planner's Report from November 2023 (exhibit in agenda packet). Ms. Willets highlighted that Ms. Ahsan processed seven zoning permits, listed new development updates and noted that Federal Stone will be breaking ground on December 8, 2023.

**Grant Administrative Report:**

Ms. Shaw, Grant Administrative, presented the Grants Administrative Report (exhibit in the agenda packet). She briefly noted the grants for the month of November and highlighted of the 21 grants, grant #24-4, Creamery Road Pump Station Replacement should have begun work on December 4, 2023. She also added grant #23-17, Downtown Streetlight Replacement, that the agreement has been signed and the lights have been ordered.

Mayor Davis announced that there will be two meetings for the months of January and February and would be considered workshops. He informed the Board of Commissioners that the meeting in January will be to discuss the Town's finances and February is going to be a project workshop to brainstorm ideas as a board to prioritize what they feel is important.

**Commissioner Comments:**

- Commissioner O'Donnell: He wished everyone a Merry Christmas and a Happy New Year. He announced that Turkey Trot was a success, and a lot of people came from all over. He added that over the weekend he had met with 70-disc golfers due to a tournament in Town. He announced upcoming events for the month



of December. Commissioner O'Donnell noted that the Parks and Rec Committee met and briefly noted one topic was the community garden.

- Commissioner Turnquist: No comment.
- Commissioner Sweeney: He announced the Lions Club Town Christmas party.
- Commissioner Hoover: He appreciates the opportunity to be on the stand again.
- Commissioner Boehman-Pollitt: She thanked Town staff and all volunteers who helped make the Christmas tree lighting successful and those that volunteered at the Carriage House. She added that it had a very well turn out and hopes that next year will be bigger. Commissioner Boehman-Pollitt also congratulated everyone for another successful turkey trot and thanked those that volunteered.

#### Mayor's Comments:

Mayor Davis announced that he did meet with the career center at Mount St. Mary's where the Town has completed proper forms to get two interns in the office and hopes will begin after the Holidays. He also added that he met with President Trainer to have a meet and greet and discussed the water issues at the Mount. Mayor Davis mentioned how the Town staff had dinner with the elected officials and were able to have discussions. He added he that he had a meeting with one of the financial institutes in short-term banks and reminded that the Board of Commissioners will be meeting a second time in January to discuss finances. Mayor Davis announced that he contacted our State Delegate Valentine about the state funding for police protection due to do being cut drastically this year and found out that it was because we don't have violent crimes. Lastly, Mayor Davis noted that if anyone sees where it should not be wet on the ground to please let the Town know so they can investigate.

#### Public Comments:

*Eric Sloane, Emmitsburg MD*- He addressed his concerns about public drunkenness around his residence and finding broken bottles around his home.

*Rebecca Ness, Emmitsburg MD*- She addressed her concerns regarding the property of 3115 Stonehurst and explained those issues. Commissioner Boehman-Pollitt informed Ms. Ness to give all her information to Town Staff so they may look further into this.

8:06 p.m. Commissioner O'Donnell stepped out.

8:07 p.m. Commissioner O'Donnell returned.

#### Administrative Business:

- First Item:** Mayor Davis and Town Staff Recommendation: For the Holiday Season, free metered parking from Friday, December 8, 2023 to January 3, 2024. *Motion:* Commissioner Hoover motioned to accept free metered parking; second by Commissioner O'Donnell. Yeas – 5; Nays – 0. The motion was adopted. Recommendation for all monies collected will be donated to the Lions Club for Heritage Day Fireworks, the Friends of Emmitsburg Library, and the Food Bank.
- Second Item:** For consideration, ordinance 23-12 which would amend Town of Emmitsburg Code 2.80.020 changing the start time of the Citizen's Advisory Committee meetings. *Motion:* Commissioner Sweeney motioned to accept ordinance 23-12 which would amend Town of Emmitsburg Code 2.80.020 changing the start time of the Citizen's Advisory Committee; second by Commissioner Turnquist. Yeas – 4 ; Nays – 0; Abstain – 1, Hoover. The motion was adopted.

#### Consent Agenda:

1. Re-appointment of Shannon Cool to the Park's Committee with a term of 12/5/23 to 12/5/25.
2. Re-appointment of Sandy Umbel to the Park's Committee with a term of 12/5/23 to 12/5/25.
3. Re-appointment of Steve Starliper to the Park's Committee with a term of 12/5/23 to 12/5/25.
4. Re-appointment of Amanda Ryder to the Park's Committee with a term of 12/5/23 to 12/5/25.
5. Appoint Dale Sharrer to the Planning Commission as an alternate with a term of 12/5/23 to 12/5/28.

*Motion:* Commissioner Hoover motioned to approve all appointees to the Committees; second by Commissioner O'Donnell. Yeas – 5; Nays – 0. The motion was adopted.

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December 5, 2023 Minutes

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**Treasurer's Report:**

Commissioner Turnquist presented the Treasurer's Report for November 2023 (exhibit in agenda packet).

**Planning Commission Report:**

Ms. Willets announced that the Planning Commission did not meet for the month of November but will be meeting December 11, 2023.

**II. Agenda Items**

The Board agreed to move Agenda Item #4 moved first.

Agenda #1 – Discussion related to franchise agreement with Glo/Fiber Shentel. Curt Kosko, representative for Glo/Fiber Shentel, briefly explained what the agreement consisted of and noted that it is written the same as the Comcast agreement the Town already has in place. After a lengthy discussion the Board of Commissioners agreed that Clark Adams, Town Attorney, will work with Glo/Fiber Shentel to update the language in the agreement regarding not having a set 5% rate and including Mother Seton school.

8:31p.m. Cathy Willets stepped out.

8:33 p.m. Cathy Willets returned.

Agenda #2 – Approval of Resolution 23-07R, Community Development Block Grant Program Fair Housing and Equal Opportunity Plan, for consideration.

8:54 p.m. Madeline Shaw took her seat.

Ms. Shaw noted that she has been working on the DePaul Street Waterline replacement project and explained that she has two Resolutions that needs the Boards approval tonight. Ms. Shaw presented Resolution 23-07R (exhibit in the agenda packet) and explained that this is required by the Maryland Department of Housing and Community Development (DHCD) for their Community Development block grant. Ms. Shaw noted that the Town received this grant in the amount of \$552,500 in funds for the DePaul Street Waterline. She went onto explain how the Town ensures equal opportunity but added that there will be additional action items the Town will be completing a part of this resolution. *Motion:* Commissioner O'Donnell motioned to accept Resolution 23-07R; second by Commissioner Sweeney. Yeas – 5; Nays – 0. The motion was adopted.

8:54 p.m. Commissioner Hoover stepped out.

8:56 p.m. Commissioner Hoover returned.

Agenda #3 – Approval of Resolution 23-08R, Community Development Block Grant Program Minority Business Plan, for consideration. Ms. Shaw explained that this resolution is also required by Maryland Department of Housing and Community Development (DHCD) for their Community Development block grant (exhibit in the agenda packet). She explained that the Town must make a good faith effort to contract minority business enterprises and women businesses for goods and services especially in relation to DePaul Street Waterline project. Ms. Shaw briefly noted what the Town must do to comply when the bid for DePaul Street goes out and noted it should in two weeks. *Motion:* Commissioner Sweeney motion to accept Resolution 23-08R; second by Commissioner O'Donnell. Yeas – 5; Nays – 0. The motion was adopted.

Agenda #4 - Approval of bid for the purchase and installation of smart parking meter downtown for consideration. Ms. Willets briefly noted the historical background on how this has been an on-going project for almost two years and Town staff has all worked on this. She noted that the Town's current parking meters are outdated, the parts are no longer being manufactured, and the one who had done the repairs can no longer due to his age.

Ms. Willets noted the new meters that are being proposed will have the ability to accept coins and cards. Ms. Shaw went over the timeline and breakdown regarding the bid for the purchase and installation of the smart parking meters (exhibit in the agenda packet). She announced the lowest bidder was Civic Smart Inc. located in

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Gaithersburg MD. Ms. Shaw noted that the Mayor and Town staff recommend Civic Smart Inc. due to being the lowest bidder and the meters will be able to integrate with the current ones the Town has currently.

Mayor Davis noted that he spoke with all the downtown businesses, and that they were all in favor of the meter replacements and the modest increase fees. He added that the businesses are for the meters because of the possibility of adding additional parking in Town. Mayor Davis explained that he had Town staff hand out flyers to each home that the new meter area would affect and noted that they only received one response back.

Kadeem Brim, Parking Enforcement Officer, explained why he recommends Civic Smart Inc. He noted that there will be almost no change to the residents as operating the meters and only be updated to use credit cards.

*Motion:* Commissioner Sweeney motioned to accept Civic Smart as presented with all spots included for \$61,381.90; second by Commissioner O'Donnell. Yeas – 2; Nays – 3; Hoover, Boehman-Pollitt, Turnquist. The motion was rejected.

Agenda #5: Discussion of water rates and overall financial status of the Town. The Board of Commissioners agreed to postpone the discussion until the January 22, 2024 workshop meeting.

#### **Set Agenda Items for December 12, 2023 for Closed Executive Session**

- (1.) For consideration, approval of candidate for the Water and Sewer Operator.

*Motion:* Commissioner O'Donnell motioned to have a December 12<sup>th</sup> Closed Executive session related to personnel matters at 7pm; second by Commissioner Sweeney. Yeas – 5; Nays – 0. The motion was adopted.

#### **Set Agenda Items for January 8, 2024 Town Meeting**

*Agenda Items:* (1.) For consideration, move the home department of the office coordinator from Dept. 40 (water fund) to Dept. 13 (general fund-financial). (2.) For consideration, approval of the estimate for the prefabricated bathroom building in E. Eugene Myers Park. (3.) For consideration, approval of the pump station dedication agreement with Rutters. (4.) For consideration, approval of the three-year contract with EOS for maintenance of Silo Hill Stormwater Basin as required by MS-4 permit. (5.) Hold a public hearing then consideration on approval of agreement with Shentel/Glo Fiber. (6.) Approval of bid for the purchase and installation of smart parking meters downtown for consideration. *Administrative Business:* (1.) Announcement of the 2023 winners of the Holiday House and Business Decorating Contest. *Consent Items:* (1.) For consideration, ending the term of Amber Phillips on the Citizen's Advisory Committee. *Motion:* Commissioner O'Donnell motioned to accept the January 8, 2024 Town meeting agenda as presented; second by Commissioner Hoover. Yeas – 5; Nays – 0. The motion was adopted.

#### **Set Agenda Items for January 22, 2024 Town Meeting Workshop**

*Agenda Items:* (1.) Discussion of water rates and overall financial status of the Town.

*Motion:* Commissioner O'Donnell motion to accept Town Workshop on January 22, 2024 at 7:00 p.m. for the discussion of water rates and overall financial status of the Town; second by Commissioner Sweeney. Yeas – 5; Nays – 0. The motion was adopted.

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**Set Agenda Items for February 12, 2024 Town Meeting Workshop**

***Agenda Items:*** (1.)

Motion: Commissioner O'Donnell motion to accept the Town Workshop on February 12, 2024 at 7:00 p.m. for project planning; second by Commissioner Sweeney. Yeas – 5; Nays – 0. The motion was adopted.

**III. Sign Approved Text Amendments and/or Resolutions**

**IV. Adjournment**

With no further business, Commissioner Sweeney motioned to adjourn the December 5, 2023 Town meeting at 10:34 p.m.; second by Commissioner O'Donnell. Yeas – 5; Nays - 0. The motion was adopted.

Respectfully submitted,

Sabrina King, Town Clerk  
Minutes Approved On:



**MINUTES  
SPECIAL TOWN MEETING  
DECEMBER 12, 2023  
TOWN OFFICE – 300A SOUTH SETON AVENUE**

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**Present:** *Elected Officials* - Mayor Frank Davis; Commissioners: Amy Boehman-Pollitt, President; Jim Hoover, Vice President; Valerie Turnquist, Treasurer, Timothy O'Donnell; and Clifford Sweeney.

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**I. Call to Order**

A quorum being present, Commissioner Boehman-Pollitt, President of the Board of Commissioners, called the September 11, 2023 Town meeting to order at 7:00 p.m. Pledge of Allegiance was recited. Upcoming meetings were announced.

Commissioner Boehman-Pollitt read, at the close of the December 12, 2023, Town meeting, the Emmitsburg Mayor and Board of Commissioners intend to meet in closed session for the purpose "To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals." The authority for meeting in closed session for this purpose is permitted by the General Provisions Article, Section 3-305(b)(1), Annotated Code of Maryland which authorizes us to meet in closed session to discuss employment. The Board of Commissioners will not be meeting in another open session after the closed session has ended."

**Public Comments:**

*No Comment.*

**IV. Adjournment**

*Motion:* Commissioner Hoover motioned to close the December 12, 2023 Town meeting at 7:09 pm for a closed Executive Session "To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals". The authority for meeting in closed session for this purpose is permitted by the *General Provisions* Article, Section 3-305(b)(1), Annotated Code of Maryland which authorizes us to meet in closed session to discuss employment. The Board of Commissioners will not be meeting in another open session after the closed session has ended.; second by Commissioner Sweeney. Yeas – 5; Nays – 0. The motion was adopted.

Respectfully submitted,

Sabrina King, Town Clerk  
Minutes Approved On:

**B. POLICE REPORT**



## C. TOWN MANAGER'S REPORT

### Town Manager's Report

November 2023

Prepared by Cathy Willets

#### Streets:

- Staff replaced and repaired some street signs around town.
- Staff conducted monthly street sweeping.
- Staff repaired streetlights.
- Staff conducted monthly storm drain inlet cleaning.
- Staff repainted yellow curb in front of 30 and 100 West Main St.
- Staff put up snow emergency signs.
- Staff put flags on East & West Main and South Seton Ave. for Veteran's Day.
- Staff took down all flags and banners and put up Christmas decorations.
- Staff put up Christmas decorations on Town tree, streetlights, and Community Center building.

#### Parks:

- Staff conducted daily park checks – trash cans, cameras, dog waste stations, restrooms.
- Staff mowed, trimmed, weed killed in parks.
- Staff put heaters in E. Eugene Myers and Memorial park restroom buildings.
- Staff winterized all park restroom buildings, concession stand and dog park.
- Staff assisted with Turkey Trot.
- Staff repainted green donation sign at E. Eugene Myers all-inclusive playground.
- Staff repaired some equipment at the all-inclusive playground.

#### Water:

- Rainbow Lake is 2.2' below the spillway level (16.6 feet).
- The roughing filters are being backwashed three times a day. The DE filters are getting one week runs.
- Well levels (optimum level was determined to be May 2011).

	<u>May 2011</u>	<u>November</u>	<u>Change</u>
○ Well #1:	35'	42'	-7'
○ Well #2:	8'	12'	-4'
○ Well #3:	12'	38'	-26'
○ Well #4:	108'	130'	-22'

○ Well #5:                      10'                      37'                      -27'

- Water production and consumption. We produced an average of 209,335 GPD. We consumed an average of 209,935 GPD (finish water + MSM). The amount of Backwash Water in the month of November is ... (16.4%).

- 68.25% of this water came from wells.
- 0.00% of this water came from Mt. St. Mary's.
- 31.75% of this water came from Rainbow Lake.

We purchased 0 gallons of water from MSM this month.

\*\*Due to PFAs at MSM, the Town halted obtaining water from MSM until further notice.

Wastewater:

- We treated an average of 247,612 GPD (consumed 209,935 GPD) which means that 15.46% of the wastewater treated this month was "wild water".
- We had one spill of untreated sewage in the month of November.
  - 11/21/2023                      192,000 gpd
- We did exceed the plant's design capacity one time in the month of November.
  - 11/22/2023                      768,000 gpd.
- We received about 3" of precipitation this month (the average is 3.61"). We have had a precipitation **DEFICIT of 2.58"** over the last six months. The average precipitation for the period from June through November is 22.2". We received 19.62" for that period.

**Trash:** Trash pickup will remain on Mondays in the month of January.

**Meetings Attended:**

- 11/06 Attended Town Meeting.
- 11/08 Attended PNC online seminar on cyber security threats.
- 11/08 Met with public works supervisors re: water clarifier project.
- 11/09 Attended meeting with potential developer, staff and Mayor re: potential projects.
- 11/13 Attended online seminar with staff and EPA re: climate resiliency in water infrastructure.
- 11/15 Attended meet with public works supervisors and Mayor re: sewer lateral inspections.
- 11/15 Attended staff first quarter FY 24 budget review.
- 11/15 Attended first quarter FY24 budget review with Mayor and accountant.
- 11/20 Conducted interviews with staff, Mayor, and HR for water/sewer operator.
- 11/20 Attended bid opening with staff for parking meters.
- 11/20 Attended PNC webinar with staff and Mayor re: Pay Express Demo.
- 11/21 Met with the Mayor.
- 11/21 Met with MSM staff and Mayor re: internships with the Town.
- 11/22 Attended a conference call with the auditor.



- 11/29 Attended a staff review meeting re: Distillery plans.
- 11/29 Met with planner re: comprehensive plan.
- 11/30 Attended online seminar with staff and EPA re: climate resiliency in water infrastructure.

**Noteworthy:**

- Contractor pumps holding tank every 10 days at 8533 Hampton Valley Rd.
- Staff worked the yard waste dumpster twice in November.
- Staff conducted monthly equipment and fire extinguisher maintenance.
- Staff did some water meter upgrades.
- After fixing several leaks, the to the Town flow is lower than it has been in over a year.
- Staff noticed a leak in the chlorine ejector at WTP. (new one ordered).
- Staff/contractor completed inspection of the water tanks.
- Staff pulled samples for evaluation for the water clarifier project.
- Staff adjusted wells 1 & 2 to keep them from dropping so low and help with NTU levels.
- Staff flushed the heating system at old sewer plant and found circulator bad. Order replacement.
- Staff ran lagoon transfer pump to pull lagoons down.
- Pump 1 failure at pump station causing SSO at MH 98 and flooding of pump station. All public works staff assisted the overflow incident.
- Currently a back-up pump on site until the temporary bypass is installed for the new pump station project.
- Dialer issues at the pump station. Staff working with phone company for fixing phone line.
- Staff worked with a contractor to fix water leak at 100 West North Ave.
- Staff worked with provincial house on locating water leak.
- Staff repaired curb box and sewer clean-out in sidewalk on Wheatley Drive.
- Staff put up 40 water shut off fliers and only had seven actual shut offs.
- Staff cleaned bays at the Maintenance Shop and 142 South School Lane garage.

## 1. GRANT ADMINSTRATOR REPORT

### Grants Administrator Report

As of January 3, 2024

Prepared By: Madeline Shaw, Grants Administrator

#### COMPLETED GRANTS

<u>Grant No.:</u>	<u>Grant Agency:</u>	<u>Date Applied For:</u>	<u>Date Awarded:</u>	<u>Grant Amount:</u>	<u>Match:</u>
23-6	FY23 DNR POS	11/29/2022	02/15/2023	\$6,000	\$2,000
<p><u>Description:</u> For installing two pairs of permanent concrete cornhole boards in Community Park.  <u>Status:</u> Cornhole boards were installed Sep. 20. Staff installed lock box for bags in October. Final grant report submitted 12/20/2023 for \$5,247.50 (total project cost \$6,996.67, with 25% match).</p>					

#### GRANTS ACTIVELY MANAGING (19 TOTAL)

<u>Grant No.:</u>	<u>Grant Agency:</u>	<u>Date Applied For:</u>	<u>Date Awarded:</u>	<u>Grant Amount:</u>	<u>Match:</u>
22-1	USDA-RD	05/24/2021	05/27/2021	\$157,000	\$140,400
<p><u>Description:</u> For purchase of a 4x4 work truck, backhoe loader, multi-user tractor, sewer SCADA.  <u>Status:</u> Backhoe, multi-use tractor, and 4x4 truck delivered. SCADA 98% completed; last part of equipment to be installed 01/12/2024 before grant will be closed out.</p>					
22-6	FY22 DNR POS	05/06/2021	01/05/2022	\$147,980	25% total cost
22-7	FY22 DNR LPPI	07/16/2021	12/21/2022	\$62,290	None
<p><u>Description:</u> For construction of a new bathroom/concession stand building in Community Park.  <u>Status:</u> Working with Fox &amp; Associates to order pr-fabricated building and prepare site. Anticipate building quote coming before Board for approval by March 2024.</p>					
22-16	MD DGS	2021	09/15/2021	\$1,000,000	None
<p><u>Description:</u> Cathy applied for. Design and construction of water treatment clarifier.  <u>Status:</u> Currently in the design phase. Anticipate the project going to bid in Jan. 2024.</p>					
23-3	FY 23 DHCD CL	07/13/2022	01/03/2023	\$50,000	None
<p><u>Description:</u> Community Legacy 50/50 façade improvement program for sustainable community area.  <u>Status:</u> Property owners have until May 2024 to complete work. Reimbursements submitted as received.</p>					
23-5	FY23 DNR POS	11/29/2022	02/15/2023	\$70,000	\$37,850
23-13	FY23 DNR LPPI	11/22/2022	02/15/2023	\$44,500	None
<p><u>Description:</u> For 10 to 12 space Rainbow Lake parking lot SWM plan, design and construction.  <u>Status:</u> Engineer signed contract for design 05/24/23. Currently in design phase. Project to go to bid for construction by 12/15/23 per contract.</p>					
23-10	USDA-RD	08/17/2022	10/07/2022	\$75,000	\$71,500

<b>23-11</b>	<b>USDA-RD</b>	<b>08/17/2022</b>	<b>10/07/2022</b>	<b>\$50,000</b>	<b>None</b>
<b>23-17</b>	<b>FY23 DHCD OAG</b>	<b>06/30/2022</b>	<b>03/20/2023</b>	<b>\$10,000</b>	<b>None</b>
<p><u>Description:</u> Purchase and installation of 97 streetlights along Main Street/S. Seton Avenue with new LED dimmable cutoff lights.  <u>Status:</u> Board voted on winning bidder for the purchase of the lights 09/11/23. Anticipate installation starting late Feb. 2024.</p>					
<b>23-12</b>	<b>DHCD CSW</b>	<b>10/21/2022</b>	<b>01/03/2023</b>	<b>\$85,000</b>	<b>None</b>
<p><u>Description:</u> Purchase two portable radar speed trailers and two surveillance cameras for town square. Leftover grant money (\$23,786) to go towards the downtown streetlight project.  <u>Status:</u> Speed trailers delivered, and cameras installed. Waiting for streetlight installation to occur before submitting final grant report and closing project.</p>					
<b>23-18</b>	<b>FY24 MWIFA</b>	<b>01/31/2022</b>	<b>06/06/2023</b>	<b>\$277,500</b>	<b>None</b>
<b>24-3</b>	<b>FY24 DHCD CDBG</b>	<b>06/07/2023</b>	<b>07/21/2023</b>	<b>\$552,500</b>	<b>None</b>
<p><u>Description:</u> Design and construction of replacement DePaul Street waterline.  <u>Status:</u> Project currently in design phase. Construction estimated to occur Feb. 2024 – Nov. 2024.</p>					
<b>23-19</b>	<b>FY24 MWIFA</b>	<b>01/31/2022</b>	<b>06/06/2023</b>	<b>\$286,388</b>	<b>None</b>
<p><u>Description:</u> Design and construction of replacement North Seton Ave. waterline and Green Street upgrade.  <u>Status:</u> Project currently in design phase. Construction estimated to occur Jul. 2024 – Dec. 2025.</p>					
<b>23-20</b>	<b>FY23 FCTC</b>	<b>04/01/2023</b>	<b>04/19/2023</b>	<b>\$10,000</b>	<b>None</b>
<p><u>Description:</u> Main Street cooperative fund. Purchase and installation of new Welcome signs.  <u>Status:</u> Waiting to finish obtaining estimates for signs to determine if additional funding needed.</p>					
<b>24-1</b>	<b>FY24 TRIPP</b>	<b>03/31/2023</b>	<b>05/31/2023</b>	<b>\$3,335</b>	<b>\$1,665</b>
<p><u>Description:</u> To advertise Emmitsburg as a tourism destination in two annual print publications (2024 Destination Gettysburg and 2024 Visit Frederick guide).  <u>Status:</u> Ads have been placed and will be run in annual publication starting in January 2024. Final report due June 2024 once analytics collected from online print publications for a 6-month period.</p>					
<b>24-4</b>	<b>USDA-RD</b>	<b>03/23/2023</b>	<b>04/05/2023</b>	<b>\$1,862,300</b>	<b>\$1,395,000</b>
<p><u>Description:</u> Design and construction of a new Creamery Road Pump Station.  <u>Status:</u> Sewage bypass installed as of 12/15/2023. Delayed start of construction due to Build America, Buy America requirements. Anticipate construction to be completed by March 2025 (450 days).</p>					
<b>24-5</b>	<b>USDA-RD</b>	<b>08/10/2023</b>	<b>09/14/2023</b>	<b>\$31,100</b>	<b>\$33,900</b>
<p><u>Description:</u> Purchase/installation of new parking meters along Main Street and multi-space meters for pool.  <u>Status:</u> Request for proposal published on 10/24/2023 with a due date of 11/17/2023. Board to vote on winning bidder at 01/08/2024 meeting.</p>					
<b>24-6</b>	<b>FY24 DHCD OAG</b>	<b>04/28/2023</b>	<b>11/15/2023</b>	<b>\$10,000</b>	<b>None</b>
<p><u>Description:</u> Purchase/installation of four directional wayfinding signs for downtown.  <u>Status:</u> Waiting for the grant agreement to be fully signed by the State before project can begin.</p>					



**NEWLY AWARDED:**

None.

**PENDING GRANTS (WAITING FOR ANNOUNCEMENT) (4 TOTAL)**

**MWIFA Emmitsburg Transmission Main Replacement, submitted 01/31/2023**

1. To replace 10-inch mountain main with 16-inch to improve water quality and fire flow. Cost is \$5,840,000.

**Program Open Space FY24, info form submitted 05/05/2023, full application submitted 08/28/2023**

1. Rainbow Lake Trail Improvements, \$85,950 to update and redesign red trail
2. Myers Community Park Improvements, \$20,000 to construct one picnic shelter near playground

**FY25 Community Parks & Playground Grant, submitted 08/23/2023**

1. To purchase bike repair stations for each park (Community, Memorial and Rainbow Lake), \$13,000.

**FY25 GOCP State Aid for Police Protection, submitted 12/13/2023**

1. To provide financial aid for our contracted deputies, State to determine amount based on formula.

**UPCOMING GRANTS (TO APPLY FOR)**

1. FFY24/SFY26 Maryland Water Infrastructure Financing Administration – due by Jan. 31. Planning to submit for water treatment plant backwash filter replacement.
2. FY2024 DHCD Community Safety Works Grant – to open sometime in January (due date not yet known). Planning to submit for electricity services to be extended to farmers market area.
3. Other grants as funding is found/needed.



Est. 1785



**2. PARKING ENFORCEMENT REPORT**

**PARKING ENFORCEMENT REPORT**

**December 2023**

<i>Overtime Parking</i>				
<i>Restricted Parking Zone</i>				
<i>Parked in Crosswalk</i>				
<i>Parked on Sidewalk/Curb</i>				
<i>Parked by Fire Hydrant</i>				
<i>Parked Blocking Street</i>				
<i>Parked Blocking Driveway</i>				
<i>Failure to Park between Lines</i>	1			
<i>Left Side Parking</i>				
<i>Parked in Handicapped Space</i>				
<i>48 Consecutive Hours</i>				
<i>Total Tickets – Warnings - Dismissed</i>	1	0	0	
<i>Meter Money</i>	\$1088.39			
<i>Meter Reservations</i>	Daily Reservations: 0		Funeral Home Reservations: 0	
<i>Parking Permits by Type</i>	1M: 0	3M: 0	6M: 0	1Y: 0
<i>Parking Permits Money</i>	\$0			
<i>Violation Cost</i>	\$15			
<i>Late Fees Assessed</i>	\$0			
<i>Payment Received</i>	\$55			
<i>Dues Forward</i>	\$15			
<b><i>Totals December:</i></b>	<b><i>Made</i></b> <b>\$1157.10</b>		<b><i>Due</i></b> <b>\$150</b>	
<b><i>Totals 2023</i></b>	<b><i>Violations Paid</i></b> <b>\$4205</b>	<b><i>Outstanding Bal.</i></b> <b>\$2060</b>	<b><i>Meter Money</i></b> <b>\$15582.11</b>	<b><i>Permit Revenue</i></b> <b>\$3583</b>

\*Meter Money was pulled and counted Jan 3<sup>rd</sup>.

\*Free Parking means meter money made in December is to be donated!

Total amount being donated is \$1088.39.

## D. TOWN PLANNER'S REPORT



### *Planner's Report*

**December 2023**

Prepared by: Najila Ahsan

#### **Permits & Code Enforcement**

- Processed the following permit applications:

- 2 Zoning Permits

218 W Main St	Solar Panels
415 W Main St	Street/Sidewalk Closure

#### **Development Updates**

- Ongoing Developments
  - Federal Stone
    - Groundbreaking 12.8.23
  - Seton Village
    - Forest Conservation and Delineation applications need to be updated
  - Emmitsburg Distillery- East Emmitsburg Industrial Park II Lot 4
    - Site Plan and Improvement Plan conditionally approved by Planning Commission
    - Pending: Applicant response to staff comments
- Development Pipeline/ Applicant Interest
  - Frailey Property Annexation
    - Interest in development—DRB Group
    - Use: Single family homes/ duplexes
  - Emmitt Ridge
    - Interest in developing single-family homes—DRB Group
  - Rodney McNair Property Annexation
    - Use: Residential and Neighborhood Commercial
    - Pending: Annexation application

**Stormwater Management**

- Silo Hill Basin Retrofit
  - Pending: Board Approval for Maintenance Contract with EOS
  - Done: Modification contract for IIJA Grant to include funding for maintenance

**Planning Commission**

- Past Meeting
  - 12.11.23
    - Emmitsburg Distillery
    - Comprehensive Plan
- Future Meeting
  - 1.23.24

**Comprehensive Plan**

- In Progress:
  - Various parts of the existing conditions chapters
  - Incorporation of public input
  - Surveys
    - 3 webforms pertaining to economy, community, and environment
    - 1 webform for general comments
- Past Event:
  - In-person Public Visioning Workshop – 10.30.23
    - Report available on Website
- Upcoming Events:
  - In-person Public Visioning Workshops
    - Part 2: 1.29.24
    - Part 3: 2.26.24
    - Part 4: 3.25.24

<b>Date</b>	<b>Meetings Attended</b>
12.6.23	SCWS Training for Water Lines Inventory Part 1
12.8.23	SCWS Training for Water Lines Inventory Part 2
12.11.23	Planning Commission Meeting
12.13.23	Meeting with RK&K – Sewer lines in EEIP II
12.15.23	Main St. Meeting with DHCD regarding Project Restore
12.19.23	Water Meter System
12.19.23	PhRGD – Solar Field on Daughters of Charity Property
12.19.23	CBT Webinar for 3G Grant
12.20.23	Frederick County—Main Street

**E. COMMISSIONERS COMMENTS**





**F. MAYOR'S COMMENTS**



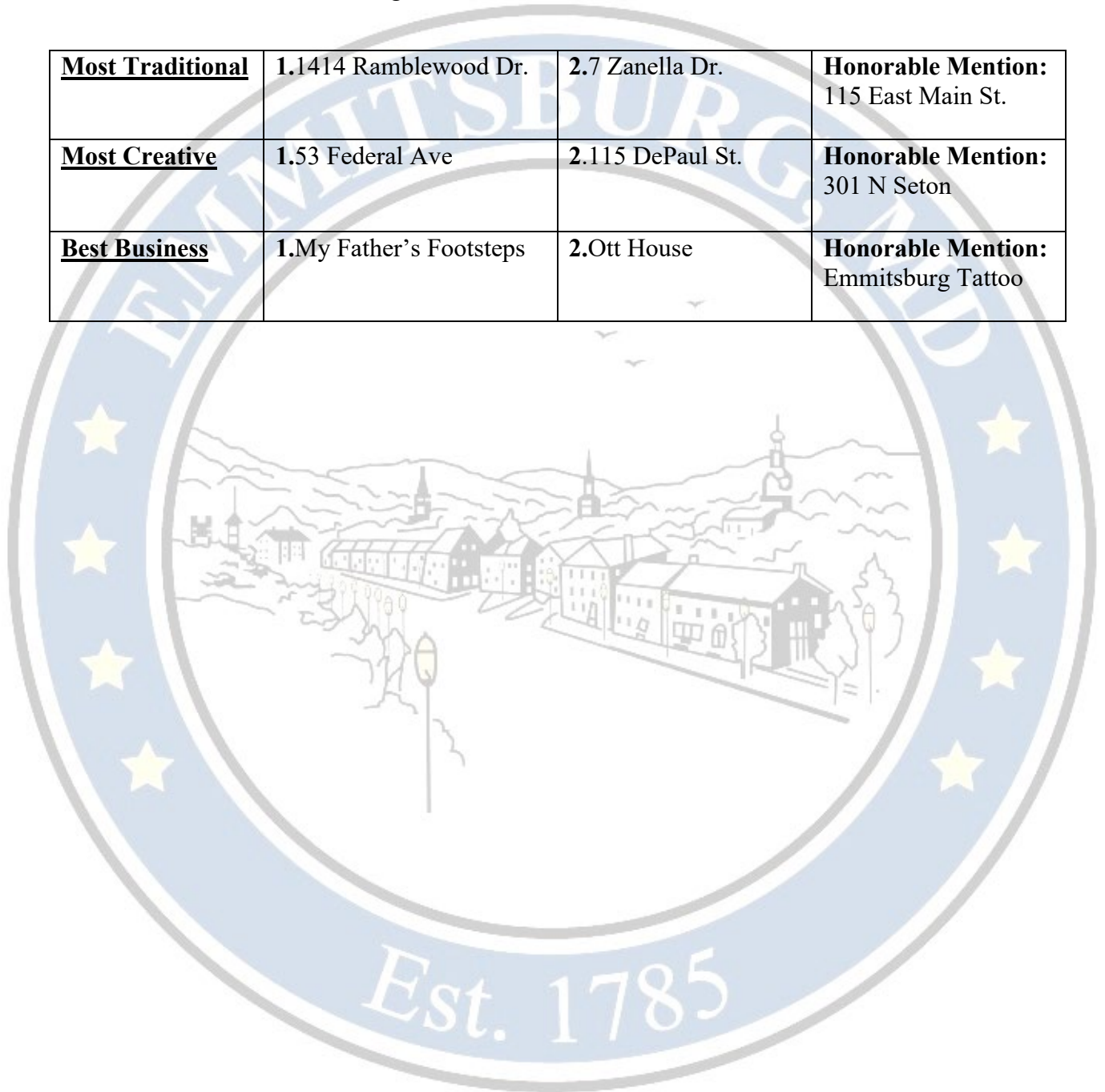
**G. PUBLIC COMMENTS**



**H. ADMINSTRATIVE BUSINESS**

1. Announcement of the 2023 winners of the Holiday House and Business Decorating Contest.

<b><u>Most Traditional</u></b>	1.1414 Ramblewood Dr.	2.7 Zanella Dr.	<b>Honorable Mention:</b> 115 East Main St.
<b><u>Most Creative</u></b>	1.53 Federal Ave	2.115 DePaul St.	<b>Honorable Mention:</b> 301 N Seton
<b><u>Best Business</u></b>	1.My Father's Footsteps	2.Ott House	<b>Honorable Mention:</b> Emmitsburg Tattoo



**I. CONSENT AGENDA**

2. For consideration, ending the term of Amber Phillips on the Citizen's Advisory Committee.





**J. TREASURER'S REPORT**

*Presentation at the Town meeting.*



**K. PLANNING COMMISSION REPORT**

*Discussion at the Town meeting.*

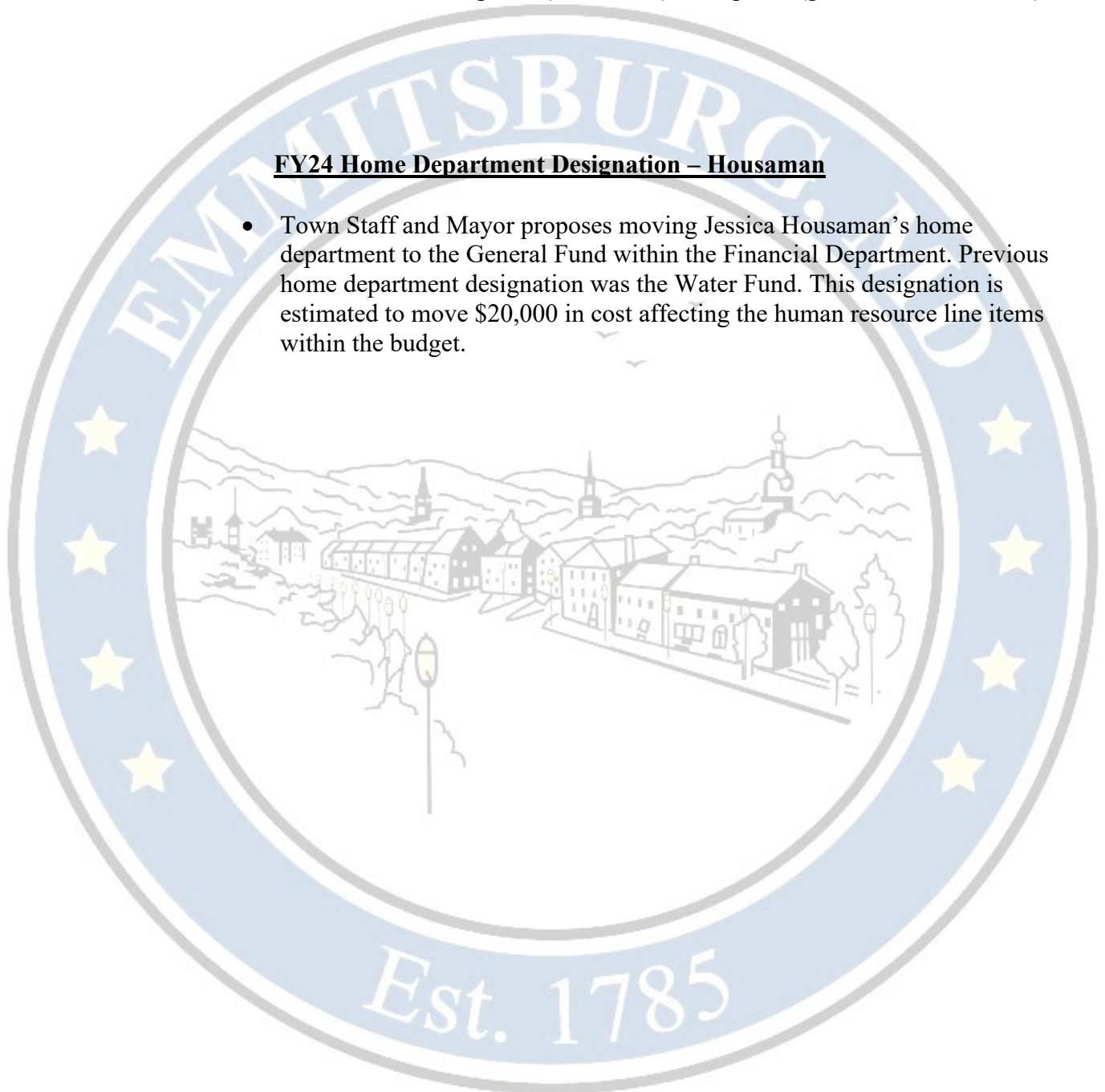


**L. AGENDA ITEMS**

AGENDA ITEM #1: For consideration, move the home department of the office coordinator from Dept. 40 (water fund) to Dept. 13 (general fund-financial).

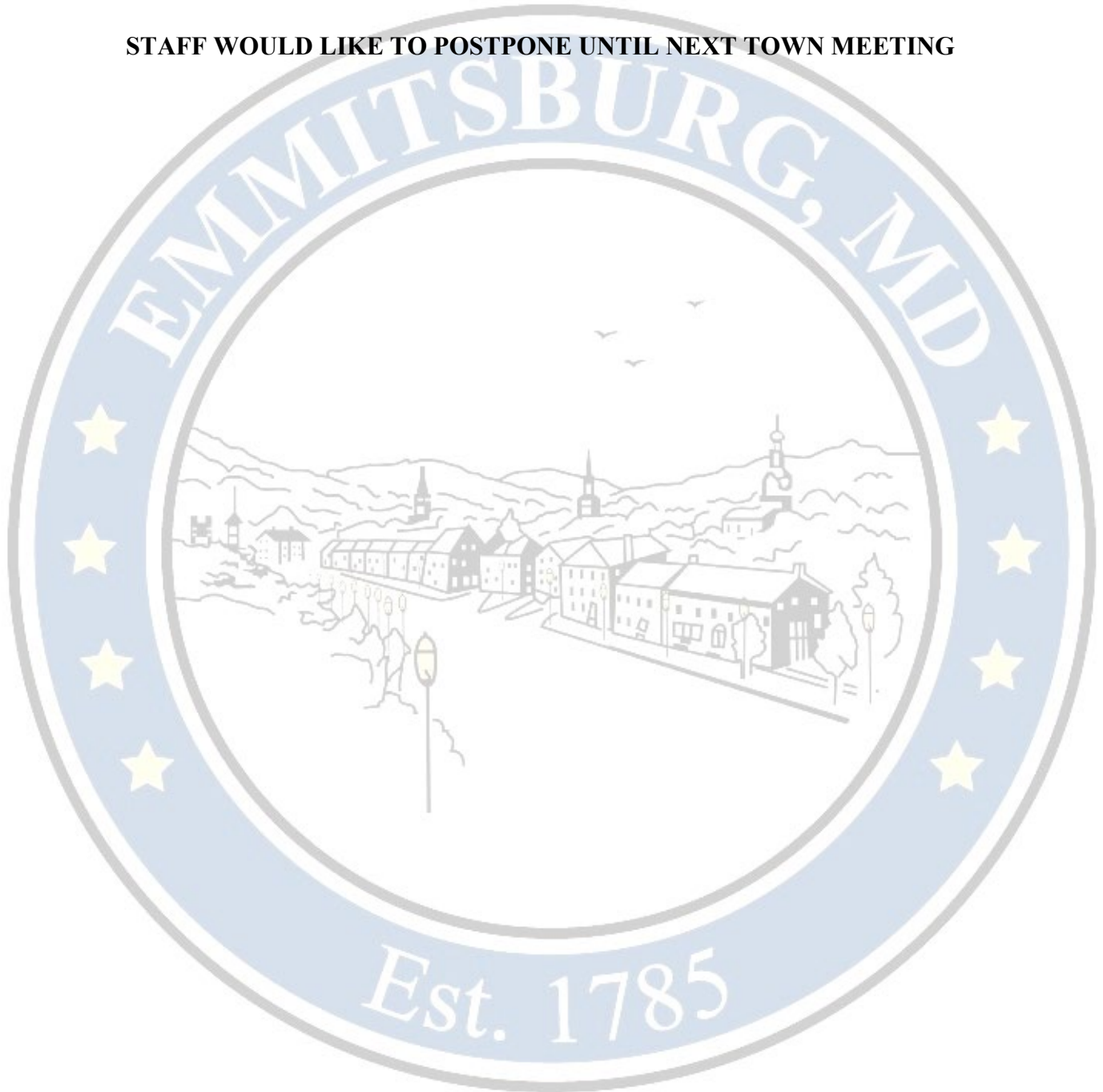
**FY24 Home Department Designation – Housaman**

- Town Staff and Mayor proposes moving Jessica Housaman's home department to the General Fund within the Financial Department. Previous home department designation was the Water Fund. This designation is estimated to move \$20,000 in cost affecting the human resource line items within the budget.



AGENDA ITEM #2: For consideration, approval of the estimate for the prefabricated bathroom building in E. Eugene Myers Park.

**STAFF WOULD LIKE TO POSTPONE UNTIL NEXT TOWN MEETING**





AGENDA ITEM #3: For consideration, approval of the pump station dedication agreement with Rutters.



## DEDICATION AGREEMENT

THIS DEDICATION AGREEMENT, made this \_\_\_\_\_ day of January, 2024, between M&G Realty, Inc., hereinafter referred to as OWNER and the Town of Emmitsburg, Maryland, a public body corporate and politic, hereinafter referred to as the TOWN.

WHEREAS, in accordance with the terms of a certain Public Works Agreement concerning Water and Sewer facilities between the Owner and the TOWN, dated June 4, 2021, the Owner agreed that in connection with its development of a project known as Rutter's (Permit # 20-22:23-1029) located in the Town, it would construct the necessary water and sewer lines, Pump Station and Force Main and appurtenances hereinafter referred to as the Facilities, and

WHEREAS, the plans for the Facilities have been approved by the TOWN, and

WHEREAS, the Owner has constructed the Facilities at its expense, and

WHEREAS, the Facilities have been inspected and approved on August 9, 2023, by Fox & Associates, Inc., and accepted on September 18, 2023, by Department of the Environment pursuant to Article 9-204 of the Md. Ann. Code, demonstrated on Exhibit A hereto which is appended and made a part hereof,

WHEREAS, the TOWN has agreed to accept the aforesaid Facilities, without cost, as of the date of this Agreement, and

WHEREAS, the TOWN by accepting title to the aforesaid Facilities agree to maintain same and integrate the Facilities into its public system, accepting full responsibility for all maintenance, operational and other costs.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) paid by the parties hereto to each other, receipt of which is hereby acknowledged; and of the premises, the mutual covenants and agreements herein undertaken, the said parties hereto agree as follows:

1. That the Owner by execution of this Agreement, does hereby convey title to said Facilities to TOWN free and clear of all liens and encumbrances, and does further agree that it will execute any and all deeds necessary to convey to the TOWN all easements for lines that now exist, and does further agree to grant such further easements for sewer and water mains, without charge, as may be determined by the TOWN in its sole discretion, in order to serve the entire property of the Owner or connect same to other lines owned, or to be built, by the Town or anyone.

2. That the Owner agrees to supply to the TOWN all available information concerning the Testing and operation of the Facilities and warranties concerning the equipment in connection with this Agreement.

3. That the Owner agrees to assign to the TOWN any and all transferable warranties relating to the Facilities. Owner further agrees that all workmanship is warranted by Owner for a period of one year from the date of completion which is June 6, 2023.

4. From and after date of the signing of this Agreement by the TOWN, the TOWN shall be Entitled to collect all fees of any nature for the operation of the Facilities on the subject site and agrees to become fully responsible for the maintenance of the system and service to the existing users.

5. The Owner hereby warrants that it is the sole owner of said Facilities and that there are no outstanding liens against same, and does further indemnify and hold harmless the said TOWN against any and all claims in any manner relating to its ownership, installation, or cost of the pipes and equipment covered by this Agreement.

6. The parties to this Agreement mutually agree that it shall be binding upon their respective successors or assigns.

ATTEST:

\_\_\_\_\_

M&G Realty, Inc.

By: \_\_\_\_\_

Print Name:

Title:

ATTEST:

\_\_\_\_\_

TOWN OF EMMITSBURG

MARYLAND

\_\_\_\_\_  
Allen Frank Davis Jr., Mayor

STATE OF \_\_\_\_\_, TOWN OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the subscriber, a Notary Public of the State and Town aforesaid, personally appeared \_\_\_\_\_, of M&G Realty, Inc., and duly acknowledged the foregoing Agreement to be the act of said Company.

WITNESS my hand and Notarial Seal.

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

My commission expires:

STATE OF MARYLAND, TOWN OF EMMITSBURG, TO WIT:

I HEREBY CERTIFY, that on this \_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the subscriber, a Notary Public of the State and Town aforesaid, personally appeared Allen Frank Davis Jr., Mayor of the TOWN OF EMMITSBURG, MARYLAND, and duly acknowledged the foregoing Agreement to be the act of said body corporate.

WITNESS my hand and Notarial Seal.

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

My commission expires:



**EXHIBIT A**

Rutter's Store 084 Project

Page 3 of 3

**GENERAL CONDITIONS (CONTINUED)**

Approval must be obtained from the Department before this project may be placed into service. Any exception allowing partial use of this project shall have the prior written approval of the Department. Approval may be obtained pursuant to the following procedure:

- a. Where large political subdivisions, commissions, authorities etc. have their own inspection capabilities (satisfactory to the Department), the attached construction completion certificate shall be completed by the director of Public Works or similar responsible person and submitted to the Department.
- b. Where an acceptable local construction inspection program does not exist, the attached construction completion certification shall be completed by a Professional Engineer licensed to practice in the State of Maryland (preferably the same engineer whose seal and signature appear on the plans approved under this permit) and submitted to the Department.
- c. Upon receipt of the signed certificate, the Department shall, within (30) working days of the receipt, 1) issue an approval, 2) require further review and on-site inspection or 3) reject the construction certification. Approval shall be automatic for projects that have not received some form of written notification from the Department within (30) working days of receipt of the signed certificate.


20-22:23-1029  
Permit Number

Abul Ali  
Abul A. Ali  
Project Engineer  
Engineering & Capital Projects Program

---

**WATER AND SEWER CONSTRUCTION COMPLETION CERTIFICATION**

The undersigned certifies that the construction authorized by this permit has been completed and inspected and that it substantially meets the terms of Environment Article 9-204, Annotated Code of Maryland.

	Vice President Fox & Associates, Inc.	08/09/2023
Signature MD PE 30709	Title	Date

The above project has been accepted by the Department within the terms of Environment Article 9-204, Annotated Code of Maryland.

	09/18/2023
Authorized Official	Date

Complete this certificate and return to:  
Maryland Department of the Environment  
Engineering & Capital Projects Program (ECP)  
Office of Budget and Infrastructure Financing  
1800 Washington Boulevard  
Baltimore, MD 21230

10/13/2010

AGENDA ITEM #4: For consideration, approval of three-year contract with EOS for maintenance of Silo Hill Stormwater Basin as required by MS-4 permit.





4725 Dorsey Hall Drive, Suite A706  
Ellicott City, MD 21042  
Office: 410-648-2820

## LANDSCAPE MANAGEMENT SERVICES

Client: **Town of Emmitsburg**

Service Site: **Silo Hill Road, Emmitsburg, MD, 21727**

Contractor: **Eos Outdoor Services, LLC, dba eos Outdoor Services (hereinafter "Contractor")**

### TERMS AND CONDITIONS

This Service Agreement (hereinafter "Agreement") is made as of \_\_\_\_\_, 2024 between Client on behalf of itself and, if other than the record land owner of the Service Site, in its capacity as Agent for the record landowner of the Service Site, collectively, the ("Client") and eos Outdoor Services, LLC, dba eos Outdoor Services ("Contractor").

### TERM

The Initial Term of this agreement shall be Twelve (12) months commencing January 01, 2024 and terminating on December 31, 2024 (the "Initial Term") unless terminated sooner in accordance herewith. Unless terminated earlier in accordance with the terms herein, the Initial Term shall renew for additional terms of twenty four (24) months (each a "Renewal Term," and the Initial Term with all Renewal Terms shall be collectively referred to as the "Term"), upon written notice from Client of its intention to renew at least ninety (90) days prior to the end of the Initial Term or Renewal Term (as the case may be).

### TERMINATION

In addition to all other remedies available under law or under this Agreement, Contractor shall have the right, in its sole discretion, to refuse performance of the Services, to suspend performance of the Services, and/or terminate this Agreement without incurring liability therefor immediately upon notification of Client in the event of non-payment or late payment by Client. Each of Contractor and Client shall have the right to terminate this Agreement upon written notice to the other if either party makes an assignment for the benefit of creditors, a petition of bankruptcy is filed by or against such party or, all or substantially all such party's property is levied upon or sold in a judicial proceeding, or in the event of a material breach of this agreement by the other party which remains uncured for a period of fifteen (15) days after written notice thereof (provided, however, no such notice shall be required in the event of non-payment or late payment by Client). Furthermore, either party shall have the right terminate this Agreement without cause upon thirty (30) days' written notice to the other party. In the event of termination, Contractor shall be entitled to payment from Client for all Services rendered up to and through the effective date of termination, including, but not limited to, payment for all materials ordered, installed and/or delivered, and overhead and profit for all completed Services.

### SERVICES

During the Term, Contractor shall provide or arrange for the provision of services described in the "Scope of Services" attached hereto (hereinafter "Services"). Contractor shall provide the Services in accordance with applicable professional standards using trained and properly supervised personnel, and properly maintained equipment. Contractor shall promptly remove all of its tools, equipment, surplus materials, waste materials and rubbish from the Service Site after rendering Services. Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable regulations by properly licensed personnel. Other materials shall be applied in accordance with the manufacturer's directions.



Notwithstanding anything to the contrary contained herein, Contractor is not responsible for any failure of or delays in the performance of Services under this Agreement to the extent such failure or delay arises from or relates to a Force Majeure Event provided Contractor has provided advance notice to the Client. A "Force Majeure Event" is defined as any of the following: weather conditions; power failure; vandalism; theft; natural disasters; extreme weather conditions (including cold, draught, storms, and flooding), changes in governmental rules, regulations, or orders, including orders or judgments of any court or commissions; delay or failure in obtaining necessary permits or materials for the Services; acts of God; strikes or labor disputes; war or acts of terrorism; the presence of hazardous, toxic or other dangerous materials or substances; issues related to the job site and site conditions; or any other cause or condition beyond the control of a Party. Owner and Contractor agree that the date of completion shall be extended for the number of days equal to the period of delay caused by the event of Force Majeure.

#### **WORK ORDER**

If Client requests Services from Contractor which are not set forth in the "Scope of Services", Contractor may provide such Services pursuant to a written work authorization signed by the Client (hereinafter "Work Authorization"). For Services furnished pursuant to a Work Authorization, payment shall be made as provided by such Work Authorization or upon completion of the work if not indicated on such Work Authorization. Contractor shall have no obligation to perform the Services outside of the Scope of Services until an executed Work Authorization and any cost increase is received by Contractor pursuant to the terms thereof.

#### **SERVICE FEE**

Client shall make payment in accordance with the provisions contained in attached "Payment Terms". Late payments shall be subject to a Service Charge which shall be equal to the lesser of 1.0% per month (12% per year) and the highest rate permitted by law, times the unpaid balance of the Service Fee. In addition to the Service Charge, Client shall reimburse Contractor for all costs and expenses, including but not limited to attorneys' fees, expert fees, court costs, and other costs of litigation, arbitration, negotiations, or other such proceedings which are reasonably incurred by Contractor in collecting unpaid Service Fees and Service Charges. Returned checks will be subject to a \$75.00 returned check fee. Provided, however, no service fee shall apply unless Contractor has provided a written invoice for the amount owed and more than thirty (30) days have expired since the date the written invoice has been delivered.

The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and any other billing schedule attached hereto, the types and frequency of the services to be performed each month throughout the year may vary according to seasonal requirements. The installment plan and any billing schedule are implemented for the convenience of payment only, and billings do not necessarily reflect the actual cost or value of services performed. If this Agreement is terminated for any reason, other than a default by Client, on any date other than the scheduled expiration date of the Term, then all sums paid by Client to Contractor for services performed since the commencement of this Agreement shall be subtracted from the time and materials value of services performed during the same period; if the result is a positive number, then Client shall promptly pay the value of that amount to Contractor; if the result is a negative number, then Contractor shall promptly refund the balance to Client. In no event, however, will the total amount owed exceed the annual contracted amount excluding change orders.

#### **INSURANCE**

During the Term of this Agreement, Contractor will maintain General Liability Insurance, Automobile Insurance, and Workers Compensation Insurance covering the activities of Contractor in connection with the Services. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client before commencement of work and also within five (5) days of any change in coverage. Coverage available to the Town as an additional insured shall not be less than \$1,000,000 for an occurrence and \$1,000,000 for partial injury.

#### **CLIENT**

Client will cooperate with Contractor and will schedule adequate access to the Service Site as is required to perform the Services. If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Services.



Client shall provide written notice to Contractor of any proposed change in the ownership or management of the Service Site at least thirty (30) days prior to the effective date of any such change. A change in the ownership or management of the Service Site shall not relieve the Client of its obligations hereunder, including, but not limited to the payment for services, unless the Client shall have given proper notice of termination pursuant to this Agreement.



**GENERAL PROVISIONS**

This Agreement, and the application or interpretation thereof, shall be governed by the laws of the State of Maryland. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of Maryland, in Frederick County and of the U.S. District Court for the State of Maryland, for the purposes of any such action or other proceeding arising out of this Agreement. Neither party may assign this Agreement without the prior written consent of the other party. Contractor may subcontract services hereunder only upon providing proof of insurance of subcontractors in the amounts stated in this agreement, and with the prior written consent of Client, which consent shall not be unreasonably withheld. This Agreement is binding on, and inures to the benefit of the parties hereto (including the record owner of the Service Site if other than the Client) and their respective heirs, successors, and assigns.

This Agreement, together with all schedules attached hereto constitutes the entire Agreement of the parties with respect to the Services and supersedes all agreements with respect to the Services, whether oral or written. Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and Contractor. The failure of Contractor to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent Contractor from thereafter enforcing each and every other provision of this Agreement. In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Contractor's total liability for any losses, damages and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, and lessees (collectively "losses") which is caused directly or indirectly by acts or omissions of Contractor in connection with, or related to the provision of Services hereunder, including, but not limited to any breach of Contractor's obligations hereunder, shall be limited to direct and actual damages. In no event will Contractor be liable for special, indirect, incidental, lost-profits, punitive, or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to Contractor in advance or could have been reasonably foreseen by Contractor. Further, Contractor shall not be liable for any losses resulting from the provision of Services hereunder, if such losses are due to causes or conditions beyond its control. The specific remedies provided for in this Agreement are neither exclusive nor mutually exclusive, and the parties will be entitled to resort to any such remedies, or any other remedy available to them at law or in equity, or some or all in any combination.

Contractor hereby indemnifies, defends, and holds harmless Client, and their respective offices, employees, directors, representatives and agents, successors and assigns (each, a "Client Indemnified Party"), to the fullest extent permitted by law, from and against any and all claims, losses, settlements, fines, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and reasonable attorneys' fees, expert fees, and other costs of litigation, arbitration, negotiations or other such proceedings, and disbursements) (collectively, "Client Losses") suffered, sustained, incurred or required to be paid by any such Client Indemnified Party, arising out of, resulting from, or relating to Contractor's breach or threatened breach of any representation, warranty, term or condition of this Agreement, and/or Contractor's negligence and/or willful misconduct, but only to the extent that such Client Losses were not caused by the negligence and/or willful misconduct of any person or entity other than the Contractor and subject to the limitations on liability set forth elsewhere in this Agreement. The obligations of this paragraph survive termination or expiration of this Agreement and extend to claims occurring after this Agreement is terminated as well as while it is in force and shall continue until such claims are finally adjudicated.

All employees of Contractor and any subcontractor shall be duly authorized to work in the United States and shall have any required licenses for equipment or services provided hereunder. Contractor and subcontractors shall comply with all employment laws of the federal government and the State of Maryland and are Equal Opportunity Employers. Contractor shall maintain all employment records of individuals providing services hereunder for a period of no less than three years from the termination of this agreement.

Client hereby indemnifies, defends, and holds harmless Contractor, and their respective offices, employees, directors, representatives, subcontractors, and agents, successors and assigns, (each, a "Contractor Indemnified Party"), to the fullest extent permitted by law, from and against any and all claims, losses, settlements, fines, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and reasonable attorneys' fees, expert fees, and other costs of litigation, arbitration, negotiations or other such proceedings, and disbursements) (collectively, "Contractor's Losses") suffered, sustained, incurred or required to be paid by any such Contractors Indemnified Party, arising out of, resulting from, or relating to Contractor's breach or threatened breach of any representation, warranty, term or condition of this Agreement, , and/or Owner's negligence and/or willful misconduct, but only to the extent that such Contractor's Losses were not caused by the negligence, or willful misconduct of any person or entity other than the Client. The obligations of this paragraph survive termination or expiration of this Agreement and extend to claims occurring after this Agreement is terminated as well as while it is in force and shall continue until such claims are finally adjudicated.

Any damage by Contractor or its agents shall be promptly repaired by Contractor and restored to its prior condition.

EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF ANY SUIT, ACTION OR PROCEEDING TO ENFORCE THIS AGREEMENT OR ANY OTHER ACTION OR PROCEEDING WHICH MAY ARISE OUT OF OR IN ANY WAY BE CONNECTED WITH THIS AGREEMENT OR ANY PROVISIONS HEREOF OR THEREOF.

**ENTIRE AGREEMENT**

This Agreement, including all exhibits attached hereto, contains the entire agreement of the parties with respect to the subject matter of the Agreement. This Agreement supersedes any prior agreements, understandings, or negotiations, whether written or oral. This Agreement can only be amended through a written document formally executed by all parties. This Agreement may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signed counterparts may be delivered via facsimile or email, with all executed copies delivered via facsimile or email to be deemed to have the same force and affect as if bearing all required original signatures. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person may in the context require.

**AUTHORITY**

By signing this Agreement in the space provided below, Client hereby represents and warrants on behalf of itself that it has full power and authority to enter into the Terms of this Agreement and that this Agreement is a legally binding obligation. If Client is other than the record owner of the Service Site, Client hereby represents and warrants that it has full power and authority to enter into this Agreement on behalf of itself and such record owner and that this Agreement is a binding obligation of Client and the record owner of the Service Site.

EXECUTED,

Client: \_\_\_\_\_

**eos Outdoor Services, LLC**

By: \_\_\_\_\_

By: Sarah Benson

Its: \_\_\_\_\_

Account Executive  
Its: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Silo Hill Stormwater Maintenance Proposal

Quarter	Q1			Q2			Q3			Q4				
Item	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	#OCC	Total \$
1 Mowing			x	x	x	x	x	x	x	x	x	x	20	\$5,520.00
2 Mosquito Check			x	x	x	x	x	x	x	x				\$920.00
3 Visual Inspection									x					\$184.00
4 Plant Check-up			x											\$2,184.00
5 Replanting			x	x					x	x				Not Included
6 Debris Removal			x						x					\$552.00
7 Structural Inspection									x					Not Included
8 Sediment Removal <sup>[1]</sup>								o	o					Not Included
9 Remote Television Inspection <sup>[1]</sup>														
													\$9,360.00 Annually	
Annual Mulch application			x											\$1,735.00
Bed/Tree Ring Edging			x											\$483.00
<i>With Mulch/Edge Option</i>													\$11,578.00 Annually	

**Additional Notes:**

- Mowing: Includes area marked inside of fence line, outside fence line and back hill towards wood line
- Mosquito Checks: Included March as per your notes
- Visual inspections: (outside of the one included) can be requested at an additional expense
- Plant Check-Up: Based on your feedback, dollars added here for planting, seeding, etc. at a minimum per year. Additional costs may incur based on overall needs of replanting from large storms, etc.
- Sediment Removal: Eos Outdoor Services is able to do sediment removal when needed.

- The Contractor shall furnish the Town with an invoice for each payment due. Payment shall be made by the Client on or before thirty days from the date payment is due.
- Mulch/Edging: Added as an option





4725 Dorsey Hall Drive, Suite A706  
Ellicott City, MD 21042  
Office: 410-648-2820

**PAYMENT TERMS**

**Clients Name:** Town of Emmitsburg

**Site Address:** Silo Hill Road, Emmitsburg, MD, 21727

Payments for the 2024 season shall be made in four (4) equal and quarterly payments, starting March 1, 2024 and quarterly thereafter. Payment amounts shall be invoiced by Contractor to Town.

	2024
January 10th	\$ -
February 10th	\$ -
March 10th	\$ 2,894.50
April 10th	\$ -
May 10th	\$ -
June 10th	\$ 2,894.50
July 10th	\$ -
August 10th	\$ -
September 10th	\$ 2,894.50
October 10th	\$ -
November 10th	\$ -
December 10th	\$ 2,894.50

Total: \$ 11,578.00



AGENDA ITEM #5: Hold a public hearing then consideration on approval of agreement with Shentel/Glo Fiber.

*Presentation at the Town meeting.*

\*Please find in the Board of Commissioners Rules of Procedure under  
Section 4: Public Hearings



AGENDA ITEM #6: Approval of bid for the purchase and installation of smart parking meters downtown for consideration.



**PROJECT EXPLANATION:**

The proposed project would replace the existing 125-coin only parking meters along Main Street and will add 29 new metered spots on West Main Street for a total of 70 dual space smart meters and 14 single space smart meters that accept both coin and card payments. The Town is also seeking multi-space smart meters for the Community Pool parking lot (located at 201 West Lincoln Avenue, Emmitsburg, Maryland 21727), which will provide public parking when the pool is not open September 15 – May 15 each year. The multi-space smart meters would also include coin and card payment options. The project scope shall encompass the meter purchase and installation as well as the training of town staff on how to use the new meters.

The new meters are needed because the Town’s existing coin meters are over 20 years old and many of them do not work anymore and parts can no longer be found to repair them. The new meters will give visitors the opportunity to use coins and card payments to pay for parking whereas the current meters are coin only. The new meters will also declutter Main Street by reducing the numbers of meters from 125 to 84 due to the ability to purchase double space meters.

**TIMELINE – SMART PARKING METER PURCHASE AND INSTALLATION:**

RFP published by Town	Tues. October 24, 2023
DEADLINE, bids due	Fri. November 17, 2023 by 4:00 p.m.
Bids opened	Mon. November 20, 2023 at 2:00 p.m. – Opened by Willets, Shaw, Brim, Click
Initial bid review by Board	Tues. December 5, 2023
Second bid review by Board	Mon. January 8, 2024

**RFP ADVERTISEMENT:**

- Public Notice Under RFP Tab on Town’s Website: 10/24/2023 – 11/17/2023
- Notice on MML Classifieds: Currently unavailable during transition to new process for 2024
- RFP Published on eMaryland Marketplace: 10/24/2023
- Public Notice on Town Facebook Page: 10/24/2023
- Email sent to potential contractors: 10/24/2023

**PROJECT FUNDING:**

USDA Community Facility Grant #24-5 (not to exceed 55%)	\$31,100.00
Town required match per USDA	\$25,500.00
<b>TOTAL COST:</b>	<b>\$56,000.00</b>

*\*NOTE: The grant only covers the purchase of equipment and installation. The grant will not cover training or spare parts.*

**STAFF RECOMMENDATION:**

Mayor Davis and town staff recommends CivicSmart, Inc. for \$59,057.90 due to...

1. CivicSmart is the lowest bidder.
2. Their meters can integrate with our current T2 systems “UPSafety Parking Enforcement Technology” software.
3. There is no credit card fee if we use their credit card processor.
4. CivicSmart had favorable references.
5. They are a local company from Gaithersburg.



**BIDS RECEIVED (IN ORDER OPENED):**

*\*Note: the below prices do not include shipping in the price, except for ITS.*

<b>Company:</b>	<b>Price:</b>	<b>Notes:</b>
<p><b>CivicSmart, Inc.</b> Gaithersburg, MD</p>	<p>\$59,057.90</p>	<p>Meter monthly fees: \$710 No credit card charge if we use their merchant processor. Shipping is \$2,324</p>
<p><b>Integrated Technical Systems, Inc. (ITS)</b> Parsippany, NJ</p>	<p>\$118,770</p>	<p>Meter monthly fee: \$465 (*\$0.10 per credit card fee) Shipping is included and is not listed as a separate line item in bid submittal.</p>
<p><b>MacKay Meters, Inc.</b> New Glasgow, Nova Scotia, Canada</p>	<p>\$87,600</p>	<p>Meter monthly fee: \$885 No credit card fee. Shipping is \$2,000</p>
<p><b>IPS Group, Inc.</b> San Diego, CA</p>	<p>\$70,972</p>	<p>Meter monthly fee: \$1,102.50 (*\$0.13 per credit card fee) Shipping is \$8,683.97</p>

**M. SET AGENDA FOR NEXT MEETING: FEBRUARY 5, 2024**

- 1.
- 2.
- 3.
- 4.
- 5.

Administrative Business:

- A.
- B.
- C.

