



Town of Emmitsburg

Mayor Donald N. Briggs

Board of Commissioners,
Timothy O'Donnell, *President*
Joseph Ritz III, *Vice President*
Clifford Sweeney, *Treasurer*
Frank Davis
Amy Boehman-Pollitt

Town Manager
Cathy Willets
Town Clerk
Sabrina King

TOWN MEETING AGENDA
TOWN OFFICE – 300A SOUTH SETON AVENUE
TUESDAY, DECEMBER 6TH, – 7:30 P.M.

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

Town Board Meeting: Monday, January 9th, at 7:30 pm (Town Office & Zoom)
Planning Commission Meeting: Monday, January 30th, at 7:30 pm (Town Office & Zoom)

MEETING ITEMS

- A. APPROVE MINUTES: November 7, 2022 and November 21, 2022
- B. POLICE REPORT
- C. TOWN MANAGER'S REPORT
- D. TOWN PLANNER'S REPORT
- E. COMMISSIONER COMMENTS
- F. MAYOR'S COMMENTS
- G. PUBLIC COMMENTS
- H. ADMINISTRATIVE BUSINESS
 - 1) Free Holiday metered parking for consideration.
 - 2) Discussion related to using Farmers Market land for larger community garden plot.
 - 3) For consideration, Proclamation honoring Emmitsburg High School Volunteer.
- I. CONSENT AGENDA
 - 1) Reappoint Dianne Walbrecker to Board of Appeals with a term of December 15, 2022- December 15, 2022.
 - 2) Appoint Jack Pollitt to the Parks and Recreation Committee with a term of being December 6, 2022- December 2, 2024.
 - 3) Appoint Valerie Turnquist an alternate to the Planning Commission with a term of December 6, 2022 – December 6, 2027.
 - 4) Reappoint Mark Walker to the Citizen's Advisory Committee with a term of November 7, 2022 – November 7, 2024.
- J. TREASURER'S REPORT
- K. PLANNING COMMISSION REPORT
- L. AGENDA ITEMS (DETAILS ATTACHED)
 - 1) Hold public hearing then consideration of Ordinance 2022-12 which would increase water and sewer rates over a three-year period.

- 2) For consideration, approval of Ordinance 2022-13 which would change Board of Commissioners meeting to 7:00pm.
- 3) For consideration, approval of the three-year sewer relining bid.
- 4) For discussion and consideration, an offer from Richard Lindsay to purchase three acres from the Town of Emmitsburg located near the WWTP.
- 5) For consideration, approval of revertible forest conservation easement with Daughters of Charity.
 - a. The Daughters of Charity is providing the Town a 9.2013-acre revertible forest conservation easement to the Town in order to plant trees for the 2023-2028 MS-4 permitting term. Parcel located on East side of US 15.
- 6) For consideration, amending the hours of the Farmers Market.
- ~~7) For consideration, approval of the Amendment to Loan and Financing agreement for the extension of credit made to the Vigilant Hose Company of Emmitsburg as the successor by merger to the Emmitsburg Volunteer Ambulance Co.~~

M. SET AGENDA FOR NEXT MEETING: JANUARY 9th, 2022

4. SIGN APPROVED TEXT AMENDMENTS AND/OR RESOLUTIONS

5. ADJOURN

Join Zoom Meeting

<https://us02web.zoom.us/j/81535340024>

Meeting ID: 815 3534 0024

Passcode: 21727

One tap mobile

+13092053325,,81535340024#,,,,*21727# US

+13126266799,,81535340024#,,,,*21727# US (Chicago)

Dial by your location

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

Meeting ID: 815 3534 0024

Passcode: 21727

A. APPROVE MINUTES

**MINUTES
TOWN MEETING
NOVEMBER 7, 2022
TOWN OFFICE – 300A SOUTH SETON AVENUE**

Present: *Elected Officials* - Mayor Donald Briggs; Commissioners: Timothy O'Donnell, President; Joseph Ritz III, Vice President; Clifford Sweeney, Treasurer, Frank Davis; and Amy Boehman-Pollitt. *Staff Present* - Cathy Willets, Town Manager; Sabrina King, Town Clerk; Cole Tabler, Accounting Supervisor; Reese Fryer, Recorder. *Others Present* – Deputy Jason Ahalt; Clark Adams, Town Attorney Associate; Chris Jakubiak, Planning Consultant.

I. Call to Order

A quorum being present, Commissioner Timothy O'Donnell, President of the Board of Commissioners, called the November 21st, 2022 town meeting to order at 7:30 p.m. Pledge of Allegiance was recited. Upcoming meetings were announced.

Approval of Minutes

Commissioner Ritz motioned to table the October 3, 2022 town meeting minutes to November 21, 2022; second by Commissioner Davis. Yeas – 5; Nays – 0. The motion was accepted.

Police Report:

Deputy Ahalt presented the police report from October 2022 (exhibit attached).

Town Managers Report:

Ms. Willets, Town Manager, presented the Manager's Report from September 2022 (exhibit in agenda packet). Ms. Willets highlighted key points in her report and noted that as of 11/07/2022 the lake is 2.0' feet below spillway therefore Mayor implemented Phase 1 voluntary water restrictions.

Grant Administrative Report:

Ms. Willets, Town Manager, presented Ms. Shaw's Grants Administrative Report.

Town Planners Report:

Ms. Willets, Town Manager, presented the Planner's Report from September 2022 (exhibit in agenda packet).

Commissioner Comments:

- Commissioner Davis: He expressed his excitement in hopes of Rutter's will be opened before Thanksgiving.
- Commissioner Sweeney: Thanked everyone for helping with Halloween.
- Commissioner Ritz III: Thanked all organizations that helped for Halloween, and reminding everyone to vote for upcoming Elections.
- Commissioner O'Donnell: He wanted to give a reminder about the Turkey Trot on Thanksgiving Day.

- Commissioner Amy Boehman-Pollitt: Thanked all organizations that donated to the Breast Cancer Foundation.

Mayor's Comments:

Mayor Briggs attended numerous meetings in October 2022 (meetings listed in agenda packet). Mayor Briggs mentioned the Christmas Tree Lighting Ceremony on December 6th at 6:15pm with activities prior.

Commissioner O'Donnell announced Agenda Item #2 would be moved up before Agenda Item #1 and asked those who came to speak on the Shooting Range to wait to speak when the Agenda Item was announced. Those who wanted to speak about other concerns can during the public comment.

Public Comments:

Eric Sloane, Emmitsburg MD, - Mr. Sloane wanted to discuss the option of Street Sweeping and if the Town can purchase one. Concerned about College student's behavior around the Jubilee building. *Mike Hillman, Emmitsburg MD*- Mr. Hillman gave the Town maps of Emmitsburg that he had in his possession.

Administrative Business:

- (A). First Item: Proclamation for Municipal Government Works Month November 2022 for consideration was read by Commissioner O'Donnell. *Motion*: Commissioner Davis motioned to accept the Proclamation; second by Commissioner Sweeney. Yeas –5; Nays –0. The motion was adopted.

Consent Agenda:

Motion: The Board of Commissioners unanimously accepted the resignation of Dan Garnitz from the Board of Appeals; Yeas – 5; Nays – 0. The motion was adopted. *Motion*: The Board of Commissioners unanimously accepted to appoint Dan Garnitz as a regular member of the Planning Commission with a term of November 7, 2022 – January 18, 2027 for consideration; Yeas – 5; Nays – 0. The motion was adopted. *Motion*: The Board of Commissioners unanimously accepted the to appoint Jack Pollitt as an alternative member of the Board of Appeals term expires October 1, 2025 for consideration; Yeas – 4; Nays – 0. Commissioner Boehman-Pollitt Abstain. The motion was adopted.

Treasurer's Report:

Commissioner Sweeney presented the Treasurer's Report for October 2022 (exhibit in agenda packet).

Planning Commission Report:

Commissioner Ritz III presented the report. The Commission last met on October 25, 2022 and reviewed items that were Christ's Community Church, Brookfield Parcel's "C", "D", "E", Rutter's, Village Liquors, Emmitsburg East Industrial Park II, and Irishtown Road (Brookfield Lots (1-19)). Reviewed and prepared staff memo for zoning text amendment application – shooting ranges.

II. Agenda Items

Agenda #1 – For discussion, increase to water/sewer rates: The agenda item is being pursued because water rates have not been increased for all users for over 14 years and sewer rates have not increased in eight years and there are not enough funds to cover operation and maintenance expenses on both systems. Ms. Willets introduced Mr. Maker with New Gen Strategies who completed the water/sewer rate and connection fee study attended through via Zoom. Mr. Maker gave a brief presentation (exhibit in agenda packet) of the different water/sewer rate increases. The Board gave direction to staff to pursue the three-year increase as opposed to increases all at once. The item will be brought back for a public hearing at the December 6, 2022 town meeting.

Cole Tabler left the stand at 9:36 pm, as Mr. Clark; Town Attorney, took the stand.

Agenda #2 – Hold a public hearing then consideration, of Ordinance of 2022-10 which would allow private shooting ranges in the industrial zone. Ms. Willets went through a detailed presentation (exhibit in packet) of the history and timeline of the proposed zoning text amendment as well as information from the NRA and Department of Energy. Mr. Delauter told the Board that he would limit only pistols for noise control and offered to have the Frederick County Sheriff's Office evaluate the safety. The Board asked for the public comment:

Mary Claire Best, Emmitsburg MD- Ms. Best is concerned of the noise it brings to the shopping center, and the school, Mother Seton. Kids are outside for recess and will hear gun shots as this could be traumatic for them. The safety concerns being the proposed shooting range is not far from residential/businesses and accidents can happen. *Gene Ling, Emmitsburg MD-* Mr. Ling is concerned of the traffic on driving on US 15 will be distracted of the sound of gun fire and cause accidents. *Tim Bieber, Rutter's-* Mr. Bieber expressed that the shooting range is not compatible with his establishment and the site is too close to his property line. The safety of the customers is a main concern being able to hear gun fire would be bad for business. *Pauline Jascur, Emmitsburg MD-* Ms. Jascur gave an example of how other shooting ranges had holes in the wall. Worried for the safety of the residents. *Richard Lindsey, Emmitsburg MD-* Mr. Lindsey lives on Creamery Road and has horses on the property and is concerned his horses will be spooked from the constant gunfire. Expressed that some customers could be Veterans suffering from PTSD. *Ed Egan, -* Spoke of how the proposed shooting range could have an effect on other rural developments. For a shooting range you are only able to shoot North or South, which would be in the direction of the Mother Seton School and Mr. Lindsey's residential. *Dr. Portier, Emmitsburg MD-* Dr. Portier gave her support to the rest of the people that spoke before her. Also added the emotional damage that brings to the people and how she sees this daily in her practice.

The applicant and his attorney addressed the concerns of the residents. They stated the Frederick County Sheriff's Office would ensure that safety measures were in place.

Commissioner O'Donnell closed the public hearing at 9:02 pm.

Motion: Commissioner Boehman-Pollitt motioned to deny the Ordinance of 2022-10 as written; second by Commissioner Sweeney. Yeas – 4; Nays – 0; Abstained – 1 (Davis) The motion was approved.

Agenda #3 – For consideration, approval of Ordinance 2022-11 which would allow the use of firearms at private shooting ranges in Town of Emmitsburg:

Mr. Clark; Town attorney stepped down at 9:16 pm.

Motion: Commissioner Boehman-Pollitt motioned to deny the Ordinance 2022-11; second by Commissioner Sweeney. Yeas – 0; Nays – 4; Abstained – 1 (Davis). The motion was approved.

Agenda #4 – For consideration, Policy P 22-01 hunting and recreational usage at Rainbow Lake and Watershed. The agenda item is being perused to extend small game with deer and turkey hunting season with deer hunting season. Ms. Willets read the updated Policy P 22-01, there were no questions. *Motion:* Commissioner Sweeney motioned to accept Policy P 22-01; second by Commissioner Ritz III. Yeas – 5; Nays – 0. The motion was adopted.

Agenda #5– For consideration, approval of Resolution 2022-05R which adopts the Frederick County Hazard Mitigation Plan. The Town of Emmitsburg acknowledges the requirements of Section 322 of DMA 2000 to have an approved Hazard Mitigation Plan. Dennis Dudley with Frederick County reviewed the County’s Hazard Mitigation Plan and the need for the Town to ensure funding if needed. Ms. Willets read the Resolution, there were no questions. *Motion:* Commissioner Davis motioned to accept Resolution 2022-05R; second by Commissioner Boehman-Pollitt. Yeas – 5; Nays – 0. The motion was adopted.

Agenda #6– Rutters forest conservation easement removal request discussion and consideration. If the Board agrees to revoke the easement, in whole or in part, the Forest Conservation Plan goes back to the planning commission for its decision regarding Forest conservation requirements and determination. The agenda item is being reviewed due to visibility concerns raised by Rutters. Ms. Willets read the request. Mr. Bieber, Rutters expressed the problems he faces with the sign being hidden from the tall trees. He stated that traffic coming from South 15 would not be able to the Rutters sign. *Motion:* Commissioner Sweeney motioned to accept Rutters forest conservation easement removal request; second by Commissioner Ritz III. Yeas – 4; Nays – 1 (Boehman-Pollitt). The motion was approved to be sent to the Planning Commission.

Agenda #7– Discussion and consideration of amending town code to allow for fences greater than four feet tall in front of yards. If the Board desires to amend the code, the staff shall be directed to prepare a text amendment for review and recommendation by the planning commission which will then be returned to the Board for final consideration and adoption. Ms. Willets read the Town code and told what was needed from the Board and explained that staff needed direction. The Board proposed to change the Ordinance to “for corner lots” (double frontage, greater than 4-6 feet) Robert Turnquist and his wife Valerie Turnquist, spoke about problems they have faced in the past with this. The Board of Appeals met on August 22, 2022 and granted an extension. *Motion:* Commissioner Davis motioned to direct staff to prepare a proposed amendment to allow fences greater than four feet tall in corner lots to be sent to the

Planning Commission for recommendation; second by Commissioner Ritz III. Yeas – 5; Nays – 0. The motion was adopted.

Set Agenda Items for November 21st, 2022 Town Meeting

Agenda Items:

- (1.) Hold public hearing then consideration of Ordinance 2022-12 which would increase water and sewer rates over a three- year period. (2.) For consideration, approval of Ordinance 2022-13 which would change Board of Commissioner meeting to 7:00pm. (3.) For consideration, approval of the three- year sewer relining bid. (4.) For discussion and consideration, an offer from Richard Lindsay to purchase three acres from the Town of Emmitsburg located near the WWTP. (5.) For consideration, approval of revertible forest conservation easement with Daughters of Charity. (A.) The Daughters of Charity is providing the Town a 9.2013-acre revertible forest conservation easement to the Town in order to plant trees for the 2023-2028 MS-4 permitting term. Parcel located on East side of US 15. (6.) For consideration, amending the hours of the Farmer’s Market. (7.) For consideration, approval of the Amendment to Loan and Financing agreement for the extension of credit made to the Vigilant Hose Company of Emmitsburg as the successor by merger to the Emmitsburg Volunteer Ambulance Co. **Administrative Business:** (1.) Free Holiday metered parking for consideration. (2.) Discussion related to using Farmer’s Market land for larger community garden plot. (3.) For consideration, Proclamation honoring Emmitsburg High School Volunteer. Consent Items: (1.) Reappoint Dianne Walbrecker to Board of Appeals with a term of December 15, 2022 – December 15, 2025. (2.) Appoint Jack Pollitt to the Parks and Recreation Committee with a term of December 6, 2022 – December 2, 2024. (3.) Appoint Valeria Turnquist an alternate to the Planning Commission with a term of December 6, 2022 – December 6, 2027. (4.) Reappoint Mark Walker to the Citizen’s Advisory Committee with a term of November 7, 2022 – November 7, 2024.

Motion: Commissioner Ritz III motioned to accept the December 6, 2022 town meeting agenda as presented; 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 November 7th, 2022 town meeting at 10:48 p.m.; second by Commissioner Ritz III. Yeas – 5; Nays - 0. The motion was adopted.

Respectfully submitted,

Sabrina King, Town Clerk
Minutes Approved On:

**MINUTES
TOWN MEETING
NOVEMBER 21ST, 2022
TOWN OFFICE – 300A SOUTH SETON AVENUE**

Present: *Elected Officials* - Commissioners: Timothy O'Donnell, President; Joseph Ritz III, Vice President; Clifford Sweeney, Treasurer, Frank Davis; and Amy Boehman-Pollitt (Via Zoom). *Staff Present* - Cathy Willets, Town Manager; Sabrina King, Town Clerk; Cole Tabler, Accounting Supervisor; Reese Fryer, Recorder.

II. Call to Order

A quorum being present, Commissioner Timothy O'Donnell, President of the Board of Commissioners, called the November 21st, 2022 town meeting to order at 7:30 p.m. Pledge of Allegiance was recited. Upcoming meetings were announced.

Announcement of a Closed Session

President O'Donnell announced the need for a closed executive session following adjournment of the November 21, 2022 town meeting for the purpose of consulting with staff, consultants, or other individuals to discuss the proposed employment of the candidates for the Parking and Code Enforcement Office and Office Coordinator. 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 Commissioner will not be meeting in another open session after the closed session has ended.

Approval of Minutes

Commissioner Davis motioned to accept the October 3, 2022 town meeting minutes; second by Commissioner Sweeney. Yeas – 5; Nays – 0. The motion was accepted.

Commissioner Comments:

- Commissioner Davis: No comment.
- Commissioner Sweeney: Announced Christmas Festivities sponsored by the Lions Club at the VHC Recreational building on Creamery Road on December the 10th at 10am to 1pm. Santa will be there, plenty of activities for the children along with hot chocolate.
- Commissioner Ritz III: He has received two positive comments in regards to the Christmas decorations in Town, and gave his thanks.
- Commissioner O'Donnell: Also has been receiving great feed-back of the Christmas decoration in Town. He attended the Bicycle Pedestrian Advisory for the County and have put in the budget to fund a study for a paved path that would connect the Town of Emmitsburg to the University and the forth coming Regional Park. If there are funds left over from this, then they would look into connecting the paved path from Regional Park to Thurmont.
- Commissioner Amy Boehman-Pollitt: No comment.

Mayor's Comments:

Mayor Briggs was not in attendance with prior notice.

Public Comments:

No public comment.

Administrative Business: (NONE)

Consent Agenda: (NONE)

II. Agenda Items

Agenda #1 – For consideration, approval of Rutters pump station indemnification agreement. The agenda item is Pump Station Operations and Maintenance agreement. Ms. Willets presented the item briefly explaining the agreement. Rutters is asking permission to utilize their back-up pump while they wait for their main pump to arrive. Rutters received permission from MDE to proceed. Mr. Bieber briefly spoke of the delays of the pumps and electrical panels. *Motion:* Commissioner Ritz motioned to accept the approval of Rutter’s pump station indemnification agreement modified; second by Commissioner Davis. Yeas – 5; Nays – 0. The motion was adopted.

Agenda #2 – For consideration, approval of Master Service Agreement with Barton and Loguidice for consulting services for stormwater management and MS-4 for Town of Emmitsburg. The agenda item is being pursued for consulting and contractual services related to the mandatory stormwater management and mandatory MS-4 requirement. Ms. Willets gave a brief description of the agreement (find attached). Ms. Willets reviewed the termination clause in the agreement at Commissioner Ritz III’s request. *Motion:* Commissioner Sweeney motioned to accept the approval of Master Service Agreement; second by Commissioner Davis. Yeas – 4; Nays – 1; (Ritz III) The motion was adopted.

The Board made a consensus for Commissioner Davis to actively follow other County’s assistance on MS-4 permits.

Set Agenda Items for December 6, 2022 Town Meeting

Agenda Items:

- (1.) Hold a public hearing then consideration of Ordinance 2022-12 which would increase water and sewer rates over a three-year period.
 - (2.) For consideration, approval of Ordinance 2022-13 which would change Board of Commissioners meeting to 7:00pm.
 - (3.) For consideration, approval of the three-year sewer relining bid.
 - (4.) For discussion and consideration, an offer from Richard Lindsay to purchase three acres from the Town of Emmitsburg located near the WWTP.
 - (5.) For consideration, approval of revertible forest conservation easement with Daughters of Charity. (a.) The Daughters of Charity is providing the Town a 9.02013-acre revertible forest conservation easement to the Town in order to plant trees for the 2023-2028 MS-4 permitting term. Parcel located on East side of US 15.
 - (6.) For consideration, amending the hours of the Farmer’s Market.
 - (7.) For consideration, approval of the Amendment to Loan and Financing agreement for the extension of credit made to the Vigilant Hose Company of Emmitsburg as the successor by merger to the Emmitsburg Volunteer Ambulance Co.
- Administrative Business:*** (1.) Free Holiday metered parking for consideration. (2.) Discussion related to using Farmer’s Market land for larger community garden plot. (3.) For consideration, Proclamation honoring Emmitsburg High School Volunteer. ***Consent Items:*** (1.) Reappoint Dianne Walbrecker to Citizen’s Advisory Committee with a term of December 15, 2022 – December 15, 2025. (2.) Appoint Jack Pollitt to the Parks and Recreation Committee with a term of December 6, 2022 – December 2, 2024. (3.) Appoint Valeria Turnquist an alternate to the Planning Commission with a term of December 6, 2022 – December 6, 2027. (4.) Reappoint Mark Walker to the Citizen’s Advisory Committee with a term of November 7, 2022 – November 7, 2024. *Motion:* Commissioner Davis motioned to

accept the December 6, 2022 town meeting agenda as presented; second by Commissioner Ritz
III. Yeas – 5; Nays – 0. The motion was adopted.

III. Sign Approved Text Amendments and/or Resolutions

Announcement of a Closed Session

President O'Donnell announced the need for a closed executive session following adjournment of the November 21, 2022 town meeting for the purpose of consulting with staff, consultants, or other individuals to discuss the proposed employment of the candidates for the Parking and Code Enforcement Office and Office Coordinator. 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 Commissioner will not be meeting in another open session after the closed session has ended.

IV. Adjournment

With no further business, Commissioner Sweeney motioned to adjourn the November 21, 2022 town meeting at 8:12 p.m.; second by Commissioner Davis. 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
October 2022
Prepared by Cathy Willets**

Streets:

- Staff replaced and repaired some street signs around town.
- Staff conducted monthly street sweeping.
- Staff repaired street lights.
- Staff conducted monthly storm drain inlet cleaning.
- Staff assisted contractor pour new section of sidewalk in front of 100 & 207 W. Main St.
- Staff also assisted contractor with new section of sidewalk in front of 304 E. Main St.
- Contractor repainted parking spaces on Welty Ave.
- Staff numbered all new fire hydrants and streetlights on Irishtown Rd.
- Staff put up additional speed limit signs on the new section of Irishtown Rd.
- Staff cleaned and repainted parking spaces on Irishtown Rd. from North Seton to Emmit Ct.
- Staff dug up and replanted leaning bollards at the end of West Lincoln Ave.

Parks:

- Staff conducted daily park checks – trash cans, cameras, dog waste stations, restrooms.
- Staff conducted monthly park maintenance – playground equipment, roads, fences, pavilions, etc.
- Staff mowed, trimmed and weed killed in parks.
- Staff replaced a section of the board fence in E. Eugene Myers Park.
- Staff weed ate, trimmed trees and weed killed around stormwater pond in E. Eugene Myers Park.
- Staff trimmed and weed killed shrubs and trees on the east side of ballfield #3 parking lot.

Water:

- Rainbow Lake is 1.8' below the spillway level (14.8 feet). Spillway is 16.6 feet.
- The roughing filters are being backwashed four 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>October</u>	<u>Change</u>
○ Well #1:	35'	48'	-13'
○ Well #2:	8'	13'	-5'
○ Well #3:	12'	30'	-18'
○ Well #4:	108'	125'	-17'
○ Well #5:	10'	27'	-17'

- Water production and consumption. We produced an average of 242,515 GPD. We consumed an average of 256,824 GPD (finish water + MSM). The amount of Backwash Water in the month of September is ... (15.75%).
 - 53.26% of this water came from wells.
 - 4.96% of this water came from Mt. St. Mary's.
 - 41.78% of this water came from Rainbow Lake.

We purchased 442,600 gallons of water from MSM this month.

Wastewater:

- We treated an average of 373,206 gpd (consumed 256,824 GPD) which means that 31.18% of the wastewater treated this month was "wild water".
- We had no spills of untreated sewage in the month of October.
- We did exceed the plant's design capacity three times in the month of October.
 - 10/02 976,000 gpd 10/04 892,000 gpd 10/13 793,000 gpd
- We received about 3.7" of precipitation this month (the average is 3.4"). We have a precipitation **SURPLUS of 4.27"** over the last six months. The average precipitation for the period from May 1 through October 31 is 22.93". We have received 27.2" for that period.

Trash: Trash pickup will remain Mondays in the month of December except for the Christmas Holiday. Trash will be picked upon Tuesday, December 27th.

Meetings Attended:

- 10/3 Attended Town Meeting
- 10/3 Met with Mayor
- 10/5 Met with staff and consultant re: Emmit Gardens WTP previous design
- 10/5 Conference call with Town Attorney
- 10/10 Attended MML Fall Conference
- 10/11 Attended MML Fall Conference
- 10/13 Met with Mayor
- 10/14 Met with Mayor
- 10/17 Conference call with Town Attorney
- 10/18 Attended department head meeting.
- 10/18 Conference call with Mayor and Chris Jakubiak.
- 10/19 Met with Dir. Of Public Works to go over applications for parking/code enforcement officer
- 10/21 Met with Leslie and Town Planner to go over current and future projects.
- 10/21 Met with consultant and Town Planner to go over current and future stormwater and MS-4 projects.
- 10/24 Conference call with George Brenton DOC re: coming projects
- 10/24 Attended Frailey Farm annexation workshop

- 10/25 Attended Planning Commissioners conference in Frederick
- 10/25 Attended Planning Commission meeting
- 10/26 Attended Planning Commissioners conference in Frederick
- 10/27 Met with Mayor
- 10/31 Attended zoom call with Mayor, Commissioner Amy Boehman-Pollitt, and FCPS staff re: growth in Emmitsburg.

Noteworthy:

- Staff pumps holding tank every 10 days at 8533 Hampton Valley Rd.
- Staff worked the yard waste dumpster twice in September.
- Staff conducted monthly equipment and fire extinguisher maintenance.
- Staff did some water meter upgrades.
- Staff completed some use and occupancy permit inspections.
- Staff conducted quarterly water meter readings.
- Staff conduct hydrant flushing throughout Town with no discolored water complaints.
- Staff had to go up to four backwashes at the WTP due to the quality of the lake water.
- Staff replaced Grit system UPS backup battery at WWTP.
- Staff pressure tested sewer lines at Rutters. Two lines failed at first, but adjustments were made. Both lines passed.
- Staff replaced a broken heater in Headworks building at WWTP.
- Staffed hauled millings to Well 3 Road, Post 2 Entrance and Boat Ramp Road above Rainbow Lake to smooth out roads.
- Staff installed new water meter registers at 51 DePaul St. Village Apartments.

As of December 1, 2022

Grants Administrator Report

Prepared By: Madeline Shaw, Grants Administrator

ACTIVE GRANTS (11 TOTAL)

#22-1, USDA New Public Works Equipment for \$168,900 (match of \$128,500)

- For purchase of a 4x4 work truck, backhoe loader, multi-user tractor, WWTP SCADA.
- Status - Backhoe and multi-use tractor delivered. SCADA completed. Waiting on work truck to be delivered; shipped Nov. 22nd. Once all invoices are received the final grant report will be submitted.

#22-5, GOCCP Edward J. Byrne Memorial Justice Assistance Grant (BJAG) for \$98,544 (no match)

- For purchase/installation of 3 license plate readers & 3 surveillance cameras.
- Status - ALPRs installed. 2 of 3 surveillance cameras installed. Deputies trained on system Nov. 10. Waiting on agreement with Jubilee property owner before last surveillance camera installed.

#22-6, POS New Bathroom/Concession Stand for \$147,980 (\$89,000 match)

#22-7, LPPI New Bathroom/Concession Stand for \$40,000 (no match)

- For construction of a new bathroom/concession stand combo building in Community Park.
- Status – Engineer currently working on SWM plan and topographic work, due by Dec. 1st.

USDA Creamery Road Pump Station Replacement \$863,000 grant, \$1,987,000 loan

- For replacement of Creamery Road Pump Station with new station.
- Status – waiting on USDA to approve final design, currently submitting monthly reports to USDA.

#23-1, TRIPP Historic Walking Tour and Visit Emmitsburg Website for \$9,750 (\$9,750 match)

- For creation of a tri-fold brochure with walking tour map and creation of VisitEmmitsburg website that would include things to do in area and walking tour.
- Status – VisitEmmitsburg.com website went live Nov. 21. Brochure to be printed and delivered mid-December before being distributed to tourism destinations, then project will be done.

#23-2, TRIPP Emmitsburg Advertising for \$2,963 (\$1,481 match)

- For advertising the Town as a destination in Celebrate Gettysburg and Montgomery Magazine.
- Status – waiting to run ads in spring/summer 2023.

#23-4, CP&P Silo Hill Playground Improvements for \$146,263 (no match)

- To replace old swing set and playground tower and install half basketball court.
- Status – State fully approved grant. Purchase order sent to contractor for work 08/25. Installation to occur in January/February 2023 at latest.

#23-8, MEA Streetlight & Outdoor Lighting Efficiency Pilot for \$27,500 (15% of total project cost match)

#23-10, USDA Downtown Streetlight Replacement for \$75,000

#23-11, USDA Downtown Streetlight Replacement for \$50,000

- Replace 102 streetlights along Main Street / Seton Avenue with new LED dimmable cutoff lights.
- Status – waiting on DHCD Operating Assistance grant award in January and town budget transfer to fund entire project est. at \$234,090.

NEWLY AWARDED GRANTS

PENDING GRANTS (WAITING FOR ANNOUNCEMENT) (14 TOTAL)

#23-5, POS Rainbow Lake Parking Lot for \$70,000 (\$37,500 match)

- For SWM plan and to pave a 10 to 12 space parking lot at Rainbow Lake.

#23-6, POS Community Park Cornhole for \$6,000 (\$2,00 match)

- For installing two pairs of permanent concrete cornhole boards in Community Park.

#23-7, POS Outdoor Storybook Trail for \$8,250 (\$2,750 match)

- For installation of 30 single pedestal exhibits that would display exchangeable storybook pages.

DHCD Operating Assistance Grant – Main Street Improvement Grant for \$10,000

- Replace 102 streetlights along Main Street / Seton Avenue with new LED dimmable cutoff lights.

MWQFA Drinking Water Revolving Loan and/or Water Supply Grant for \$2,255,552 submitted 01/31/22

1. North Seton Avenue waterline replacement \$1,145,552
2. DePaul Street waterline replacement \$1,110,000

DNR Local Parks and Playgrounds Infrastructure Grant FY2023 – 4 Totaling \$100,000 submitted 07/06/22

1. Rainbow Lake Parking Lot to cover remainder of funds needed for project \$44,500
2. Community Park Pavilion Improvements to rehab pavilion and replace tables \$30,500
3. Memorial Park Pavilion Improvements to rehab pavilions and replace tables \$22,000
4. Baseball Bat/Helmet Racks to purchase racks for remaining 3 ballfields \$3,000

DNR Community Parks and Playgrounds FY2024 – 2 Totaling \$120,686 submitted 08/24/22

1. Install half basketball court in Memorial Park \$15,000
2. Install playground addition via Timber Stacks play equipment in Memorial Park \$105,686

DHCD Business District and Neighborhood Safety Grant for \$85,000 submitted 10/21/22

- Purchase two portable radar speed trailers and two surveillance cameras for town square.

KMB Citizen Stewardship Grant for \$5,000 submitted 11/14/2022

- Purchase 4 pet waste stations and 3 recycling containers to be installed at various areas in Town.

UPCOMING GRANTS (TO APPLY FOR)

1. State Aid for Police Protection (SAPP) FY2024, due 12/14/2022
2. MEA Streetlight & Outdoor Lighting Efficiency Pilot FY2023, due 01/13/2023
 - Fund a portion of streetlight replacement in developments
3. Chesapeake Bay Trust Green Streets (G3) grant, due around March 2023

- Funds to complete improvement plan & partial construction for N. Seton Green Street & waterline replacement.
- 4. TRIPP Tourism Grant, due around March 2023**
 - Funds to obtain wayfinding signage
- 5. Community Development Block Grant, due around June 2023**
 - Fund remaining DePaul Street waterline replacement as needed
- 6. Parking meter money grant – looking for funding**
- 7. And other grants as funding is found.**

D. TOWN PLANNER'S REPORT

Town Planner Report

To: Board of Town Commissioners
From: Christopher Jakubiak
Date: November 29, 2022
Re: Update on Open Projects

1. The Federal Stone company is proposing changes to its previously approved preliminary site plan at Creamery Court to reflect a proposed new building format and footprint and related changes to the site. The Applicant anticipates having revised plans ready in time for the December 19th Planning Commission Meeting.
2. The Daughters of Charity Ministries, Seton Village Property is seeking to formally re-plat the property creating two lots for purposes related to ownership. This is a technical plat change and I have advised the surveyor on the Town's plat requirements and procedures.
3. Rutters fuel station and convenience store is proposing an amendment to its approved site plan to remove a forest conservation easement. This would allow the removal of trees that are now protected by the easement.
4. I will be drafting a zoning text amendment for the Planning Commission's future review to address the placement of fences along the street sides of corner lots. The Planning Commission will be asked to formulate and transit a recommendation to the Board of Town Commissioners.

E. COMMISSIONER COMMENTS

F. MAYOR'S COMMENTS

- Monday, November 7th, 7:30 PM, regularly scheduled Town meeting.
- Monday, November 8th, 1-2:30 PM, Sustainable Maryland Executive Committee meeting postponed to January 2023.
- Monday, November 10th, 10 - 11:30 PM, St Johns College, Annapolis-Santa Fe, Classics Seminar - zoom.
- Friday, November 11th, 11:00 AM, VETERANS DAY, American Legion-VFW Honor Guard commemorations at St Joseph's Church and American Legion Post (programs scheduled visits to Doughboy and five other cemeteries cancelled due to inclement weather).
- Sunday, November 13th 2 – 4:00 PM, attended “Ukrainian Icons”: Lecture with Kateryna Dovgan at Knott Auditorium Mount Saint Mary's University.
- Monday, November 14th, 2:30 PM, with Maddy Shaw, visit from Maryland Main Street staff for a tour of the town.
- Tuesday, November 15th, 11:00 AM, with Maddy Shaw meet with Town wayside exhibit developers.
- Wednesday, November 16th, 10:00 AM, Mayor presentation to Mother Seton School 4th grade classes.
- Wednesday 16th, 10:00 AM, with Conrad Weaver met with Michael Zhorvin, who hand carry town Sister City proclamation with Lutsk, Ukraine to Mayor Ihor Poiishchuk (will request a Lutsk City flag).
- Monday 28th, 11:30 AM, planner interview, with TM Willets, HR - Amanda Haddaway, and planning consultant Chris Jacubiak.

G. PUBLIC COMMENTS

H. ADMINSTRATIVE BUSINESS

1. Mayor Briggs & Town Staff Recommendation: For the Holiday Season, free metered parking from Friday, December 9, 2022 to Tuesday, January 3, 2023.
2. Discussion related to using Farmer's Market land for larger community garden plot.
3. For consideration, Proclamation honoring Emmitsburg High School Volunteer.



Proclamation

Let It Hereby Be Known

*on the occasion of this
recognition of services
this 6th day of December 2022 the*

Town of Emmitsburg

*hereby extends sincere gratitude
and heartfelt appreciation to*

Joyce Bruchey

*for the services provided to the Emmitsburg High
School as a teacher, librarian and historian
for 39 years. It is hoped that Ms. Bruchey will
continue to be a presence and resource to the
Emmitsburg community for many years to come.*

Donald N. Briggs, Mayor
December 6, 2022

Timothy O'Donnell, President
Board of Commissioners
December 6, 2022

I. CONSENT AGENDA

CONSENT AGENDA #1: Reappoint Diane Walbrecker to Board of Appeals
with a term of December 15, 2022 – December 15, 2025.

CONSENT AGENDA #2: Appoint Jack Pollitt to the Parks and Recreation Committee with a
term of December 6, 2022 – December 2, 2024.

CONSENT AGENDA #3: Appoint Valerie Turnquist an alternate to the Planning
Commission with a term of December 6, 2022 – December 6,
2027.

CONSENT AGENDA #4: Reappoint Mark Walker to the Citizen’s Advisory Committee
with a term of November 7, 2022 – November 7, 2024.

L. AGENDA ITEMS

AGENDA ITEM #1: Hold public hearing then consideration of Ordinance 2022-12 which would increase water and sewer rates over a three-year period.

ORDINANCE SERIES: 2022
ORD. NO: 22 – 12

Page 1 of 25

AN ORDINANCE TO AMEND
TITLE 13
OF THE CODE OF EMMITSBURG
ENTITLED
PUBLIC SERVICES

Draft

BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and Board of Commissioners of the Town of Emmitsburg, Maryland, pursuant to the authority granted to them by the laws of Maryland and the Charter of the Town of Emmitsburg, that Title 13, Public Services, of the Emmitsburg Municipal Code, be amended as follows:

New language is indicated by being in **BOLD, CAPITAL LETTERS**, and deleted language is designated by being in ~~[brackets and strike out]~~.

Chapter 13.04 WATER SYSTEM

13.04.010 Control and management.

- A. All of the facilities and water plant owned by the town shall be under the control and management of the mayor and commissioners who shall appoint **A SUPERINTENDENT** ~~one person~~ to have general supervision over the water system. It shall be **THE SUPERINTENDENT'S** ~~his~~ duty, whenever an applicant presents ~~to him~~ a permit signed by the town **PLANNER** ~~clerk~~, to make or cause to be made a proper connection to the water mains and shall regularly file every permit for the use of water and shall file a record with the town clerk showing the location and all other pertinent information to enable the mayor and commissioners to easily locate and identify all water connections.
- B. The superintendent shall have the right to enter in and upon all premises to ascertain whether there is a proper connection or for any purpose connected with the interest of the waterworks and if any person shall refuse to allow such examination, or oppose or obstruct such officer in the execution of his duty, he shall be guilty of a misdemeanor.
- C. The Town of Emmitsburg, as the operator of a public water system, discourages and does not support or recommend private or individual water wells within its service area except for building cooling purposes when approved by the mayor and board of commissioners. Any and all private or individual water wells that do exist within the Emmitsburg public water service area must meet all state and county standards, requirements and regulations.

(Ord. 03-07 (part): prior code Art. XII § 1; Ord. No. 13-02, 1-7-13)

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 2 of 25

draft

13.04.020 Annual report and inspection.

The superintendent shall annually make an inspection of all connections to the water system and furnish the town clerk with a complete list of all service connections upon the property of each consumer.

(Prior code Art. XII § 2)

13.04.030 Water rates.

A. The following shall be charged for usage of town water:

1. Minimum Charge.

a. The minimum ready to serve charge for all water customers for the first six thousand (6,000) gallons used within a quarter shall be:

	FY 2023	FY 2024	FY 2025
¾ inch meter	\$35.00 \$50.40	\$72.60	\$104.55
1 inch meter	45.00 \$84.00	\$121.00	\$174.25
1 ½ inch meter	50.00 \$168.00	\$242.00	\$348.50
2 inch meter	100.00 \$268.80	\$387.20	\$557.60
4 inch meter	400.00 \$840.00	\$1,210.00	\$1,742.50
6 inch meter	800.00 \$1,680.00	\$2,420.00	\$3,485.00
8 INCH METER	\$2,688.00	\$3,872.00	\$5,576.00
10 INCH METER	\$7,056.00	\$10,164.00	\$14,637.00

b. **BEGINNING ON JULY 1, 2025, THE MINIMUM READY TO SERVE CHARGE FOR ALL WATER CUSTOMERS FOR THE FIRST SIX THOUSAND (6,000) GALLONS USED WITHIN A QUARTER SHALL BE INCREASED ANNUALLY BY THREE PERCENT (3%) FROM THE PRECEDING YEAR'S RATE.**

C. When installation of a fire service meter is required to service a sprinkler system where otherwise a smaller line would be sufficient to service the facility, then an alternate minimum charge may be assessed as recommended by staff and approved by the mayor and **THE BOARD OF COMMISSIONERS.**

2. Overage Charge.

a. Usage over the six thousand (6,000) gallon minimum for all water customers shall be charged at the following rates:

	FY 2023	FY 2024	FY 2025
6,001—10,000 gallons	\$2.40 \$3.46 per 1,000 gallons	\$4.98 PER 1,000 GALLONS	\$7.17 PER 1,000 GALLONS
10,001—20,000 gallons	4.50 \$7.79 per 1,000 gallons	\$11.21 PER 1,000 GALLONS	\$16.13 PER 1,000 GALLONS

ORDINANCE SERIES: 2022
ORD. NO: 22

Page 3 of 25

draft

20,001—100,000 gallons	7.50 \$12.11 per 1,000 gallons	\$17.43 PER 1,000 GALLONS	\$25.10 PER 1,000 GALLONS
100,001—1,000,000 gallons and up	10.50 \$16.44 per 1,000 gallons	\$23.66 PER 1,000 GALLONS	\$34.06 PER 1,000 GALLONS
1,000,001—2,000,000 gallons	13.80 \$20.76 per 1,000 gallons	\$29.88 PER 1,000 GALLONS	\$43.02 PER 1,000 GALLONS
2,000,001 gallons and up	17.25 \$25.09 per 1,000 gallons	\$36.11 PER 1,000 GALLONS	\$51.98 PER 1,000 GALLONS

B. BEGINNING ON JULY 1, 2025, THE RATE ALL WATER CUSTOMERS SHALL BE CHARGED FOR USAGE OVER THE SIX THOUSAND (6,000) GALLON MINIMUM SHALL BE INCREASED ANNUALLY BY THREE PERCENT (3%) FROM THE PRECEDING YEAR'S RATE.

3. All town water hauled by tank truck or other similar means shall be sold at the rate of five dollars (\$5.00) for each one thousand (1,000) gallons.

B. Miscellaneous Service Charges.

1. Five dollars (\$5.00) per equivalent dwelling unit per quarter maintenance fee.
2. Twenty-five dollars (\$25.00) mid-cycle reading—for the purpose of, but not limited to, property transfer and/or tenant change, etc.
3. Fifty dollars (\$50.00) for customer requested meter checks ~~and/or readings~~ (if meter is found to be functioning properly).

C. Unusually Excessive Water Use. In the event that a meter reading reflects an unusually high water usage, ~~whereas~~ **SUCH THAT** the bill is more than twenty-five (25) percent higher in that quarter **THAN THE AVERAGE WATER USAGE FOR THE PROPERTY FOR THE SAME QUARTER** for the last three years, ~~which is~~ due to a broken pipe, leak or other malfunction in the plumbing system on the property, then the town, **AT ITS DISCRETION**, may ~~allow for a first and only occurrence during a three year period beginning with said request, a reduction in the amount of the water and sewer bill. In order to be granted the~~ **A reduction. SUCH A REDUCTION WILL ONLY BE GRANTED ONCE IN A THREE YEAR PERIOD.** ~~¶~~The property owner must submit a written request to the town manager for the reduction and state the ~~nature of the cause of~~ **REASON FOR** the high water usage and the action taken to ~~correct and~~ resolve the problem. The revised bill will be ~~established as~~ based upon the average of the water usage for the property for the same quarter during the three previous years.

(Ord. 06-10 § 1; Ord. 05-10; Ord. 03-08 (part); Ord. 03-07 (part); Ord. 02-16 (part); Ord. 02-06 (part); Ord. 01-08 (part); Ord. 99-06 (part); Ord. 98-11; Ord. 96-05; Ord. 95-5 § 1; prior code Art. XII § 3 (part))

(Ord. No. 08-09, 12-1-08; Ord. No. 13-07, 5-6-13; Ord. No. 14-08, 9-15-2014; Ord. No. 17-07, § I, 9-5-17)

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 4 of 25

Draft

~~13.04.035 Collection of charges.~~

- ~~A. The billing and collection procedures in this section are policy procedures only and constitute guidelines which do not create any requirements or standards which, upon non-compliance, will give rise to any claim, cause of action or basis for non payment for services rendered. The failure of the town to comply strictly with any of these policy procedures and guidelines is not a waiver or relinquishment of any of the rights of the town to seek payment for water services rendered nor does such failure create any defense to the obligation of the user to pay for water services rendered.~~
- ~~B. All charges for water service are the obligation of and shall be charged to and collected from the owner of the property served. All water service accounts will be established in the name of the property owner where service is rendered. Bills will be mailed in the name of the property owner to the property address. Upon written request made annually by the property owner, the town will mail bills, late notices, disconnection notices and any other notices and communications to the property owner to such other address as has been designated by the property owner or to the property owner in the care of a designated property management company at that company's address. No accounts will be established and no bills will be mailed in the name of tenants.~~
- ~~C. Charges for water service are payable in full upon receipt of the quarterly bill. Bills for water service charges will be mailed by the first of January, April, July and October. The final due date for the payment of bills is the 5th day of the following month, respectively, February, May, August and November. If the 5th day of the month is a holiday or weekend, the final due date shall be extended to the next business day. Any bill remaining unpaid after its due date shall accrue a late charge of five percent of the amount unpaid, and the town shall notify the owner of the property served that the bill is in arrears and that water service will be discontinued if payment is not received. The notice shall be mailed to the owner's last known address or a copy shall be left on the owner's property. If the amount due remains unpaid after the expiration of ten days from the giving of such notice, the town shall forthwith discontinue water service to the property. The services will remain disconnected until the delinquent amount and a reconnection charge is paid in full. The charge for the service disconnection and reconnection is one hundred dollars (\$100.00). Any bill and, if applicable, reconnection charge remaining unpaid after thirty (30) days from the date the late notice is sent is collectible from the property owner in the same manner and subject to the same interest as taxes are collectible in Frederick County. Such charges and bills shall be a first lien on the property. Any person who, without proper authority from the mayor and board of commissioners, reconnects water service to the property at which service has been disconnected pursuant to this section shall be guilty of a misdemeanor.~~
- ~~D. All bills may be paid at any of the following locations or in the following manner:~~
- ~~1. In person, by cash, check or credit card, at the Emmitsburg Town Office.~~
 - ~~2. By mailing the payment to the Emmitsburg Town Office.~~
 - ~~3. By online banking, if such payment procedure is available through the customer's bank or other financial institution and is compatible with the procedures and billing systems of the town.~~

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 5 of 25

draft

- 4. ~~Online using the online bill pay function on the town's website located at www.emmitsburgmd.gov.~~
- 5. ~~By placing the payment in the drop box located in the front of the Old Town Office Building at 22 East Main Street.~~
- 6. ~~By placing the payment in the drop box located at the rear of the Town Office Building at 300A South Seton Avenue.~~

(Ord. No. 17-07, § II, 9-5-17; Ord. No. 20-04, 5-4-20)

13.04.040 ~~NEW~~ ~~W~~water service and connection capacity charges.

- A. Each new service or connection applied for shall be charged a connection capacity fee of ~~eight thousand two hundred dollars (\$8,200.00) per residential unit, or pursuant to the town's "water and sewer service allocation chart" for all other uses,~~ payable at the time the zoning permit is applied for. All water service shall be metered and such meter shall be purchased by the applicant, and installation shall be performed by the applicant at the applicant's expense, ~~and will be maintained by the town.~~ Installation must be inspected and approved by the town.
- B. In the event such water connection is not completed within one year from the date of the obtainment of the permit, such permit to connect with the water system shall become null and void and purchase fee, in full, shall be refunded.
- C. A sewer and water connection fee payment plan is established for non-residential properties the terms and conditions of which will be determined from time to time by the mayor and board of commissioners and enacted by resolution.
- D. All funds collected as connection/capacity fees will be restricted/reserved and limited to be used to enhance, repair and maintain the town's water and wastewater treatment systems.

(Ord. 06-04 § 1; Ord. 04-07 (part); Ord. 02-09 (part); Ord. 01-15 (part); Ord. 01-02 (part); Ord. 00-06 (part); Ord. 99-06 (part); Ord. 98-03; Ord. 96-07; Ord. 88-2 § 1; prior code Art. XII § 3 (part) Ord. No. 08-09, 12-1-08; Ord. No. 11-14, 8-15-11; Ord. No. 12-03, 4-16-12)

(Ord. No. 14-16, 12-2-14; Ord. No. 20-01, 1-6-20)

Editor's note(s)—Ord. No. 14-16, adopted December 2, 2014, amended the title of § 13.04.040 to read as set out herein. Previously § 13.04.040 was titled water service and connection charges.

13.04.041 Water fixture unit chart for equivalent units for commercial, industrial and institutional properties.

- A. Each new service **APPLIED FOR**, other than residential, ~~applied for~~ shall be charged an allocation fee based upon the following fixture unit chart for equivalent units:

Fixture Type	Trap Size	Fixture Unit Value
--------------	--------------	--------------------------

draft

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 6 of 25

Apartment (per apartment) ²	—	10
Bathtub With or Without Integral Shower	1½ or 2	4
Combination Sink and Tray	1½	3
Combination Sink and Tray With Food Disposal Unit	½	
Separate	4	
Dental Unit or Cuspidor	1½	1
Dental Lavatory	1½	1
Drinking fountain—Single	1½	1
Drinking fountain—High/low or double	1½	2
Dishwasher (commercial)	1½	6
Dishwasher (domestic type)	1½	4
Eyewash	1½	1
Floor drain ³	2—3	4
Floor Drain	4	6
Floor Drain	6	8
Floor Drain (demonstration fume hood)	2	3
Floor Sink	3	6
Floor Sink	4	7
Fume Hood With Drain	2	2
Trench drains (every 3' min. 9')(per each trench drain)	—	1
Ice cream dipper well	—	3
Kitchen Sink (domestic type)	1½	4
Kitchen Sink (domestic type with food disposal unit)	1½	5
Lavatory	1½	2
Lavatory Tray (1 or 2 compartments)	1½	3
Print Washer	—	3
Processing Sink	—	3
Shower, 2 Heads	—	8
Shower, 3 Heads	—	12
Shower, 4 Heads	—	16
Shower Stall (domestic type)	2	4
Shower (group) per Head w/2 or More		4
Sinks:		
Bar With Disposer	1½	3
Bed Pan	—	6
Classroom	—	3
Mop, single bowl	2	3
Mop, double bowl	2	6
Pedicure	—	2
Pot, Scullery, etc.	1½	4
Print	—	3
Service, single bowl	3	3
Surgeon's	1½	3
Three-Compartment	—	6
Urinal:		
Pedestal	3	10

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 7 of 25

Wall or Stall	2	5
Trough (for 18 inch length)		2
Waterless	—	2
Ventilator	2	3
Wash sink (circular or multiples each set of faucets—or 12")	1½	2
Washing Machine	1½	4
Water Closet	3	10
Water Cooler, Electric With Drain	1½	1
Motel room or dormitory room	—	2.5
Continuing Care Retirement Community Living Units and Beds Only:		
Comprehensive Care Bed	—	2.5
Assisted Living Unit	—	5
Independent Living Unit	—	7.5

□

2 Does not include apartments with assisted living/nursing home/rehabilitation/retirement centers.

3 Floor drains used to collect water from a series of fixtures will be charged by the fixture units of the fixtures or by the drain size, whichever is greater.

Fixtures and other connections which are not included in this list will need to be rated by staff upon request. Fifteen (15) fixture unit values or any fraction thereof would equate to one residential house or dwelling.

(Ord. 00-11)

(Ord. No. 20-01, 1-6-20)

13.04.060 Responsibility for installation, cost and maintenance of water meters.

- A. Installation of the Initial Water Meter. All sizes of water meters shall be specified by the town and provided by owner and installed at the owner's expense. Following inspection and approval by the town, the property owner will ensure that the meter remains in proper working order.
- B. All meters two inches or larger shall be compound or fire service.
- C. Replacement of Water Meters. All replacement meters shall be provided by and installed at the town's expense, at the town's discretion or when said meter fails. After installation of the aforementioned meter, the property owner will ensure that the meter remains in proper working order. The property owner shall take all necessary steps to ensure meters do not freeze. If the meter fails due to neglect or other negligent or intentional fault on the part of the property owner or occupant or their guests or invitees, the meter shall be installed by the town at the owner's expense.
- D. **NOTICE OF DEFECTIVE METER** ~~Violation of this section.~~

draft

1. It is the responsibility of the property owner to notify the town of a defective meter and schedule an inspection with the town within ten calendar days.
2. **IF THE PROPERTY OWNER FAILS TO NOTIFY THE TOWN OF THE DEFECTIVE METER,** ~~Upon neglect or refusal to do so,~~ it shall be the duty of the ~~maintenance~~ superintendent to shut off the water from such premises. ~~and~~
3. ~~a~~Any person who shall turn on such water before the necessary repairs have been made shall be deemed guilty of a misdemeanor and shall be subject to the standard disconnect and reconnect charges.

E. Access ~~TO~~ of Meters. All meters of any size shall be accessible to the town's agents at all times. The denial of such access shall result in immediate disconnection of the water service without notice and will be subject to the standard disconnect and reconnect charges.

(Ord. 02-11; Ord. 95-4 § 1; prior code Art. XII §§ 5, 6; Ord. No. 12-04, 5-7-12; Ord. No. 17-05, 9-5-17)

13.04.070 Interfering, ~~etc.~~, with meters.

- A. Any person who shall interfere with the town, its agents or employees, while installing, connecting, reading, examining or removing any meter, or who shall tamper with, alter the reading of, deface, injure, destroy or disconnect any meter, or any connection thereto, or use water otherwise than through a meter when a meter is installed on the premises, shall, on conviction, be guilty of a misdemeanor, and the water supplied to any consumer who, by himself, or through an agent, shall have committed any of the unlawful acts set forth in this section, may be cut off without notice.
- B. The provisions of subsection (A) of this section shall not be construed to exempt any person who may have been fined for a violation thereof, or who may be charged with a violation thereof, from an action of damages on account of such injury brought by the town.

(Prior code Art. XII § 7)

13.04.080 Duties of town employees while installing meters.

Whenever meters are being installed, it shall be the duty of the employees of the town to either meter all pipes supplying water to the premises or disconnect and cut off from the water system all pipes on which meters are not installed.

(Prior code Art. XII § 8)

13.04.090 Application for and use of water outside of corporate limits.

Any new connections to the town of Emmitsburg's water system will be limited to properties that lie within the corporate limits of Emmitsburg **UNLESS OTHERWISE REQUIRED BY LAW.** ~~This refers to all requests including hardship and state or federal mandates, services can be supplied only if the property in question can be and is annexed into the town of Emmitsburg.~~

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 9 of 25

(Ord. 03-04 (part): Ord. 01-05: prior code Art. XII § 9)

draft

13.04.100 Application for water.

- A. Every person who may desire to contract for a supply of water shall make written application, upon forms prepared by the town, setting forth a description of the property and the improvements thereon to be supplied with water and the purpose for which the water is to be used. The applicant will abide by and observe all ordinances, resolutions and regulations. Every such applicant shall also state in the application that he is the owner of the premises to be supplied with water, and no water shall be furnished to any applicant other than the owner of the premises. No person or persons shall be permitted to connect to the town water system or use town water unless the property being served shall also be connected to and use the town sewer system to the exclusion of any other sewer, septic or other similar disposal system.
- B. No water permit shall be issued until AN application is presented and **APPROVED BY THE TOWN PLANNER, WHO SHALL CONSULT WITH THE SUPERVISOR AND DIRECTOR OF PUBLIC WORKS** ~~passed by the mayor and commissioners.~~ All permits for water tappage shall be signed by the **TOWN PLANNER** ~~mayor and president of the board of commissioners.~~
- C. **THE TOWN SHALL LAY THE SERVICE PIPE FROM THE DISTRIBUTION MAIN IN A THE STREET OR PUBLIC WAY TO A POINT SIX INCHES INSIDE THE STREET OR PUBLIC WAY ABUTTING THE PROPERTY TO BE SERVICED AND TAP OR MAKE THE CONNECTION TO THE PROPERTY OWNER'S SERVICE PIPE AT THE PROPERTY OWNER'S EXPENSE. THE TOWN SHALL INSTALL A STOPCOCK SIX INCHES INSIDE THE STREET OR PUBLIC WAY AND SHALL CONNECT THE PROPERTY OWNER'S SERVICE PIPE TO THE TOWN'S SERVICE PIPE AT THE STOPCOCK. NO SERVICE PIPE SHALL HAVE A DIAMETER OF LESS THAN THREE-FOURTHS INCHES. IF THE CONNECTION AND SERVICE PIPES HAVE A GREATER DIAMETER THAN THREE-FOURTHS INCHES, THE PROPERTY OWNER SHALL BE REQUIRED TO PAY THE ADDITIONAL COSTS OF ANY MATERIALS USED BY THE TOWN, IN ADDITION TO THE TAPPAGE FEE. ANY PERSON OTHER THAN THE SUPERINDENDENT OR THEIR DULY DESIGNATED AGENT WHO MAKES SUCH A CONNECTION SHALL BE GUILTY OF A MISDEMEANOR.**
~~Tapping or making connection with any service main constructed by the town in any street or public way, not exceeding a diameter of three fourths of an inch and the laying of the service pipe from the distribution main in the street or public way to appoint six inches inside the street line abutting on the property to be serviced, shall be done by the town at the expense of the property owner in accordance with the tariffs provided. In the event the connection and service pipes are of larger diameter than three fourths of an inch, then the property owner shall be required to pay, in addition to the tappage fee, the actual costs of any materials used. The town shall install a stopcock six inches inside the curb and connect the service pipe to be laid by the property owner with the service main at the stopcock at the curb. In the event any person other than the superintendent of waterworks, or his duly designated agent, shall make such connection, he shall be guilty of a misdemeanor. No~~

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 10 of 25

draft

~~service main, whether laid by the town or by the property owner, shall have a diameter of less than three fourths of an inch.~~

- D. Any extension of a distribution main will be limited to fifty (50) feet for each tap or connection and any extension in excess of fifty (50) feet shall be at the sole expense of the property owner requesting the service; provided, however, that should the excess extension footage be subsequently utilized for additional taps or connections, then the cost of such excess footage, or applicable portion thereof, shall be refunded if utilized within five years from the date of installation.
- E. The above charges shall be paid upon application for such installation.
- F. No building or water permit shall be issued by the town authorities until all or any unpaid portion of the above charges and interest, if any, shall have been paid.
- G. In the event the purpose for which the water is to be used or the amount to be charged therefor, is not set out in this chapter, then the town **PLANNER** ~~clerk~~ shall present such application to the mayor and commissioners, and the mayor and commissioners shall determine whether the applicant shall be furnished with the water and the amount to be charged therefor. In the event the applicant be allowed the use of water, then the town **PLANNER** ~~clerk~~ shall issue the permit upon the terms and conditions hereinbefore provided. The town clerk shall make out and deliver to the mayor and commissioners a report of all moneys paid to him under the provisions of this section, to be accounted for at the end of each year in his annual statement. The application and the permit granted thereon shall constitute a contract between the applicant and the town. The minimum charge for the use of water shall begin as soon as the permit has been issued and shall continue until the completion of the premises, and thereafter such additional charges shall be made as may be provided by ordinance or resolution. All water charges shall be preferred liens on the real estate on which the water is used from the time such charges become due and payable.

(Ord. 03-04 (part): prior code Art. XII § 10)

13.04.110 ~~Payment of charges, dDiscontinuances, adjustments in RATESrents.~~

- A. ~~All charges for use of water shall be paid at the beginning of each term on the first day of January, April, July and October, respectively, in each year, and a~~All persons who shall have contracted for the use of water and who may desire to discontinue the same, shall give notice of their intentions to the **TOWN PLANNER** ~~water rent collector~~ in writing, who shall thereupon notify the superintendent ~~of waterworks~~.
- B. Where water is carried or conveyed from the property to another property having no service pipe connecting the water system, each property so supplied will be charged the prevailing water rates.
- C. No deductions will be allowed from the prevailing rates on account of any fixtures not in use, unless such fixtures are disconnected by the consumer, in a manner satisfactory to the mayor and commissioners. The superintendent of waterworks shall make an investigation to determine whether such fixtures have been properly disconnected and report his finding to the **TOWN ACCOUNTANT** ~~collector of water rents~~, and the **TOWN ACCOUNTANT** ~~collector~~ shall make such adjustments in the account of any such consumer as may be

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 11 of 25

draft

necessary to conform with the provisions of this chapter. No vacancy shall be allowed for a period of less than three months.

- D. THE TOWN SHALL INCREASE THE PREVAILING RATES CHARGED TO A PROPERTY IN THE EVENT THERE IS AN INCREASE TO THE NUMBER OF FIXTURES. APPLICANTS SHALL INCLUDE THE NUMBER OF EXISTING AND PROPOSED ADDITIONAL FIXTURES AS PART OF THE ZONING CERTIFICATE APPLICATION.**

(Ord. 01-08 (part): prior code Art. XII § 11)

13.04.120 Use of stopcocks with branch pipes.

Any person who may be supplied with water by means of a branch connected with a private pipe shall have a sufficient stopcock affixed to such branch as near as possible to the private pipe so as to stop the flow of water through the branch when necessary, without interrupting the supply to the other persons having a right to use the pipe with which such connection may be formed. Every person who may be supplied with water from a private pipe having a branch connected therewith shall in like manner have a sufficient stopcock affixed to the private pipe, above such branch for the purpose aforesaid, and in case of neglect or refusal to comply with any requirement of this section, every person so offending shall be guilty of a misdemeanor.

(Prior code Art. XII § 12)

13.04.130 Inspections and repairs to prevent waste of water.

The superintendent of waterworks, or his duly authorized agent, is authorized and empowered to enter and inspect the premises of any consumer of water for the purpose of ascertaining the number and character of all service connections on such premises and the condition of the same, and for the purpose of investigating whether there is any unnecessary waste of water. In case of any unnecessary waste of water found to result from want of repair in the pipes or other fixtures, the owner or occupier of such premises shall be notified to have the necessary repairs made forthwith, and upon his neglect or refusal to do so, it shall be the duty of the superintendent to shut off the water from such premises and any person who shall turn on such water before the necessary repairs have been made shall be deemed guilty of a misdemeanor.

(Prior code Art. XII § 13)

13.04.140 Use of private common pipes.

In all cases where several consumers receive a supply of water from branch pipes, hydrants or fixtures uniting with a private common pipe inside the curb, each consumer shall keep such common pipe in repair, and in case of waste therefrom, shall be severally liable to all fines and penalties. Whenever a private pipe inside the curb which supplied water to several separate consumers through branch pipes or fixtures shall become defective so that it cannot be repaired, then the owners of any such premises shall not be permitted or allowed to relay a new joint of common pipe to supply any such consumers, but each of the owners of the premises so supplied

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 12 of 25

draft

with water shall be required to make application for and laying a new service pipe leading from the stopcock at the curb to each premises so supplied with water. Only one property will be supplied with water through one service pipe.

(Prior code Art. XII § 14)

13.04.150 Laying of private pipes.

All private pipes conveying water shall be laid at the same depth as the depth of the service main at the stopcock situated on the pavement or sidewalk. Every person laying such private pipe shall be liable for the expense which may be incurred in laying such private pipe at the necessary depth. All private pipes will be laid or installed under the direct supervision of the superintendent of water of the town.

(Prior code Art. XII § 15)

13.04.160 Curtailment of use of water.

- A. The mayor, after consultation with the commissioners and the director of public works, shall have the authority, whenever in his/her judgment he/she shall think it necessary, for the preservation of the public health and safety to suspend, curtail, regulate and prohibit the use of water from the municipal water system of the town, giving notice of such suspension, curtailment, regulation and prohibition by publication in some newspaper published in the town to all consumers of water of such suspension, curtailment, regulation and prohibition. Such suspension, curtailment, regulation and prohibition shall be ordered in accordance with the provisions set forth in subsection (B) and (C) below:
- B. Phase 1. Voluntary conservation restraints by all users of water from the municipal water system of the town.
- C. ~~1~~ Phase 2. Mandatory restriction of any or all of the following uses:
 - ~~a~~1. Filling or replenishing of swimming pools;
 - ~~b~~2. Outside consumption of water, including but not limited to, washing of motor vehicles, houses, sidewalks or any public ways, or watering lawns, gardens or shrubs;
 - a1. Filling or replenishing of swimming pools;
 - ~~b~~2. Outside consumption of water, including but not limited to, washing of motor vehicles, houses, sidewalks or any public ways, or watering lawns, gardens or shrubs;
 - e3. The providing of drinking water by operators of restaurants and taverns, unless requested by patrons.
 - ~~2~~4. Large volume users:
 - a. "Large volume user" is defined as any user of town water or of the town water system which uses more than ten thousand (10,000) gallons per day of town water as determined by the average amount of water used by that user during the last two billing periods which covered the same months or periods of time as the months or period of time when the determination is made;

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 13 of 25

draft

- b. During Phase 2 restrictions, the mayor, after consultation with the commissioners and the director of public works, shall issue a target rate of water usage for large volume users. In addition to the restrictions set forth in **THIS** subsection (C)(1) above, a large volume user shall not use town water in excess of the target rate. The mayor shall notify a large volume user in writing of the target rate which has been established for that user.
- D. Violation of any of the restricted uses set forth in Phase 2 shall be a municipal infraction, for which any law enforcement officer may issue a citation. The fines and penalties for any violation shall be as set forth below:
1. For users other than large volume users:
 - a. Warning shall be given for the first violation;
 - b. A continuing or second violation shall be punishable by a fifty dollar (\$50.00) fine;
 - c. Any subsequent violation(s) shall be punishable by a seventy-five dollar (\$75.00) fine.
 2. For large volume users:
 - a. For a first violation, a warning shall be given that the use of water is in excess of the target rate;
 - b. For a second, continuing or subsequent occurrence of daily water use in excess of the target rate, a large volume user shall be fined an amount equal to two times the amount of the cost of the water, as determined by the then controlling water rate for that user, for all amounts of water used in excess of the target rate, said fine not to exceed one thousand dollars (\$1,000.00) for each day of the violation. Each day that the water usage exceeds the target rate shall constitute a separate violation.

(Ord. 02-15: Ord. 88-4A § 1: prior code Art. XII § 16)

13.04.170 Prohibited acts generally.

- A. If any person shall injure the drains, pipes of conduit, any water house, reservoir, the reservoir grounds or the fencing upon such grounds, or shall willfully do, or cause to be done, any act whereby any pipe, plug, wall, cock, engine, machine, or any other fixture, apparatus or device connected with or appertaining to the waterworks shall be stopped, impaired, disarranged or injured or shall open any pipe, box or other appliance so as to occasion a wanton and willful waste of water, or shall permit the water to flow unnecessarily from his dwelling or enclosure, or use the same in any other manner than is specified in the application or contract for the use of water, he shall be guilty of a misdemeanor.
- B. If any person shall, without proper authority, introduce a ferrule and/or connection into any public or private pipe, or from any connection or communication whatsoever with any public or private pipe, or break ground for that or any other similar purpose in any of the

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 14 of 25

draft

public streets of the town, or shall introduce or use a ferrule and/or connection of larger diameter than is specified in his or her permit, he or she shall be guilty of a misdemeanor.

- C. The watering of lawns, shrubs, flowers, gardens, etc., via the public water system is prohibited on all days and at all times between the hours of 9:00 a.m. and 6:00 p.m. Anyone violating this section of the code shall be guilty of a misdemeanor and may be subject to a fine of up to two hundred fifty dollars (\$250.00) or both.
- D. Any person(s) detected connecting to a town fire hydrant for any nonemergency purpose will be subject to a one thousand dollar (\$1,000.00) fine for each offense.

(Prior code Art. XII § 17)

(Ord. No. 11-07, 3-7-11; Ord. No. 20-02, 1-6-20)

Chapter 13.08 SEWER SYSTEM

13.08.010 Purpose.

It is determined and declared to be necessary to the protection of the public health, safety and welfare and convenience of **FOR** the town, ~~Frederick County, Maryland,~~ to regulate sewage disposal and to levy and collect charges for the use of the Emmitsburg sewerage system.

(Prior code Art. IX § 1)

13.08.020 Cesspools, privies and privy vaults.

A. There shall be no use of cesspools, privies or privy vaults in the town of ~~Emmitsburg, Maryland~~ **EXCEPT AS OTHERWISE PROVIDED HEREIN.**

(Prior code Art. IX § 2)

13.08.020 Cesspools, privies and privy vaults.

A. There shall be no use of cesspools, privies or privy vaults in the town of ~~Emmitsburg, Maryland~~ **EXCEPT AS OTHERWISE PROVIDED HEREIN.**

(Prior code Art. IX § 2)

B. Cesspools and wells may be used for the disposal of rain water, provided they are so constructed that they carry off the water discharged therein properly and do not overflow. In the event that they do not carry off such water properly or overflow, their use shall be discontinued upon receipt of notice from the mayor.

(Prior code Art. IX § 3)

13.08.030 ~~RESERVED Disposal of rain water.~~

~~Cesspools and wells may be used for the disposal of rain water, provided they are so constructed that they carry off the water discharged therein properly and do not overflow. In the event that they do not carry off such water properly or overflow, their use shall be discontinued upon receipt of notice from the mayor.~~

(Prior code Art. IX § 3)

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 15 of 25

draft

13.08.040 Deposit of sewage within corporate limits.

It is unlawful for any person to deposit any sewage at any place within the town limits except with written permission to do so from the mayor and commissioners.

(Prior code Art. IX § 4)

13.08.050 Control and management of sewers.

All public sewers and all private sewers connected with or emptying into any public sewer, and all sewers, public or private, laid in or along any public street or alley or right of way, shall be under the control and management of the mayor and commissioners **WHO SHALL APPOINT A SUPERINTENDENT TO HAVE GENERAL SUPERVISION OVER THE SEWER SYSTEM.**

(Prior code Art. IX § 5)

13.08.060 Supervision of connections.

All connections with any public sewer or any private sewer emptying into a public sewer, shall be made only after securing a permit signed by the **TOWN PLANNER** ~~mayor~~ and all such connections shall be made under the direction and supervision of the **SUPERINTENDENT** ~~mayor or a person appointed by the mayor for this purpose.~~

(Prior code Art. IX § 6)

13.08.070 Permits generally.

- A. Permits shall be issued and one copy shall be delivered to the applicant. The conditions in such permits must be strictly complied with and the work shall be done by a licensed plumber and certified by the town inspector.
- B. No person or persons shall be permitted to connect to or use the town sewer system unless the property being served shall also be connected to and use the town water system to the exclusion of any other well, spring, or other water source.

(Ord. 03-04 (part): prior code Art. IX § 7)

13.08.080 Obstructing, ~~etc.~~, sewers.

It is unlawful for any person to obstruct, injure, destroy or in any manner interfere with the use of any sewer or part thereof, which is constructed under any of the streets or on any private property in the town, or with any public or private sewer or sewer pipe connected therewith.

(Prior code Art. IX § 8)

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 16 of 25

draft

13.08.090 Sewer service and connection capacity charges.

- A. The fee for making connection with any sanitary sewer main and/or sewer system maintained by the town shall be ~~eight thousand dollars (\$8,000.00) per residential unit or~~ **DETERMINED** pursuant to the town's "water and sewer service allocation chart" ~~for all other uses payable~~ at the time the zoning permit is applied for. In addition thereto, the property owner shall pay all costs involved in said connection.
- B. In the event said sewer connection is not completed within one year from the date of the obtaining of the permit, said permit to connect with the sewer system shall become null and void and purchase fee, in full, shall be refunded.
- C. A sewer and water connection fee payment plan is established for non-residential properties the terms and conditions of which will be determined from time to time by the mayor and board of commissioners and enacted by resolution.
- D. All funds collected as connection/capacity fees will be restricted/reserved and limited to be used to enhance, repair and maintain the town's water and wastewater treatment systems.

(Ord. 08-04: Ord. 04-10: Ord. 04-07 (part): Ord. 04-04; Ord. 02-09 (part): Ord. 01-15 (part): Ord. 01-02 (part): Ord. 00-06 (part): Ord. 98-02: Ord. 96-06: Ord. 90-6 § 1: prior code Art. IX § 9)

(Ord. No. 08-10, 12-1-08; Ord. No. 11-15, 8-15-11; Ord. No. 14-17, 12-2-14; Ord. No. 20-01, 1-6-20)

Editor's note(s)—Ord. No. 14-17, adopted December 2, 2014, amended the title of § 13.08.090 to read as set out herein. Previously § 13.08.090 was titled sewer service and connection charges.

13.08.100 Inspection of sewers and pipes.

The **SUPERINTENDENT** ~~mayor or a person appointed by him/her for this purpose~~ shall have the right, at all time, to inspect all public or private sewers or sewer pipes connected in any way with any public sewer.

(Prior code Art. IX § 10)

13.08.110 Sewer rates.

A. Minimum Charge.

- 1. ~~From the period April 1, 2012, through June 30, 2014, the minimum charge for all sewer customers for the first six thousand (6,000) gallons used within a quarter shall be:~~

¾ inch meter	\$ 89.00
1 inch meter	96.00
2 inch meter	137.50
4 inch meter	550.00

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 17 of 25

draft

6-inch meter	1,100.00
--------------	----------

Beginning ~~July~~ **JANUARY 1, 2023** 2014, the minimum charge for all sewer customers for the first six thousand (6,000) gallons used within a quarter shall be:

¾-inch meter	\$ 113.00 \$116.40
1-inch meter	122.00 \$194.00
1 ½-INCH METER	\$388.00
2-inch meter	175.00 \$620.80
4-inch meter	700.00 \$1,940.00
6-inch meter	1,400.00 \$3,880.00
8-INCH METER	\$6,208.00
10-INCH METER	\$16,296.00

2. **BEGINNING ON JULY 1, 2023, THE MINIMUM CHARGE FOR ALL SEWER CUSTOMERS FOR THE FIRST SIX THOUSAND (6,000) GALLONS USED WITHIN A QUARTER SHALL BE INCREASED ANNUALLY BY THREE PERCENT (3%) FROM THE PRECEDING YEAR'S RATE.**
23. Unmetered users of the sewer will be billed a minimum of twelve thousand (12,000) gallons per quarter.
34. When installation of a fire service meter is required to service a sprinkler system where otherwise a smaller line would be sufficient to service the facility, then an alternate minimum charge may be assessed as recommended by staff and approved by the mayor and council.

B. Overage Charge.

1. ~~From the period April 1, 2012, through June 30, 2014, all sewer customers shall be billed quarterly for the excess usage over six thousand (6,000) gallons of water based on the following rates:~~

6,001—10,000 gallons	\$ 2.40	per 1,000 gallons
10,001—20,000 gallons	4.50	per 1,000 gallons
20,001—100,000 gallons	7.50	per 1,000 gallons
100,001—1,000,000 gallons	10.50	per 1,000 gallons
1,000,001—2,000,000 gallons	13.88	per 1,000 gallons
2,000,000 gallons and up	17.25	per 1,000 gallons

Beginning ~~July~~ **JANUARY 1, 2023**2014, all sewer customers shall be billed quarterly for the excess usage over six thousand (6,000) gallons of water based on the following rates:

6,001—10,000 gallons	\$ 2.40 \$2.47	per 1,000 gallons
10,001—20,000 gallons	6.00 \$5.56	per 1,000 gallons
20,001—100,000 gallons	10.00 \$8.65	per 1,000 gallons

draft

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 18 of 25

100,001—1,000,000 gallons	14.00 \$11.73	per 1,000 gallons
1,000,001—2,000,000 gallons	18.50 \$14.82	per 1,000 gallons
2,000,000 gallons and up	23.00 \$17.91	per 1,000 gallons

2. **BEGINNING ON JULY 1, 2023, THE RATE ALL SEWER CUSTOMERS SHALL BE BILLED QUARTERLY FOR USAGE OVER THE SIX THOUSAND (6,000) GALLONS OF WATER SHALL BE INCREASED ANNUALLY BY THREE PERCENT (3%) FROM THE PRECEDING YEAR'S RATE.**
 3. Sewer rates shall be reviewed **PERIODICALLY** ~~annually~~ by the **BOARD OF COMMISSIONERS** and revised as necessary to reflect actual costs for the operation, maintenance and replacement of the sewerage system. The cost for treating extraneous flows (infiltration and inflow) shall be distributed among users in the same manner as the cost for operations, maintenance and replacement of the sewerage system. Each user will be notified annually in conjunction with their regular bill of the rate and that portion of the user charge which is attributed to wastewater treatment services.
 - ~~3. Upon request, the may approve the installation of a well (with health department approval) to supply cooling waters, so long as a meter meeting the town's specifications is installed at the applicant's cost. Said meter will be read by the town of Emmitsburg quarterly to assure that said well waters are only used for cooling, as agreed to in the original approval. The water is not to be discharged into the town sewer system.~~
- ~~C. Collection of Charges. All sewer charges shall be charged to and collected from the owner of the property served. Charges are payable in full upon receipt of the quarterly bill. These bills are mailed by the first of January, April, July and October. The bills are due on the 5th of the following month, respectively, February, May, August and November. If the 5th falls on a holiday or weekend, the bills are due on the next business day. If any bill remains unpaid after forty five (45) days from the date the bill is sent, the town shall give the owner of the property served written notice of such delinquency and the town may discontinue water service to the property at any time thereafter. The notice shall be mailed to the last known address of the property owner or posted on the property served. If water service has been disconnected for failure to pay the sewer charges, then prior to reconnecting the water service, the entire sewer bill due and owing and a reconnection charge of one hundred dollars (\$100.00) must be paid in full. A sewer bill remaining unpaid after sixty (60) days from the date the bill was originally mailed may be collected from the owner of the property in the same manner and at the same interest rate as taxes are collected in Frederick County, and the sewer and service charges shall then be a first lien on the property served. Nothing contained in this section shall preclude the town from the use of any other procedure available to collect unpaid sewer charges.~~

(Ord. 06-11 § 1: Ord. 05-11: Ord. 03-08 (part): Ord. 02-16 (part): Ord. 02-06 (part): Ord. 01-09: Ord. 99-09: Ord. 98-10; Ord. 98-09; Ord. 97-05; Ord. 95-7 § 1: prior code Art. IX § 11; Ord. No. 08-10, 12-1-08; Ord. No. 12-01, 2-20-12; Ord. No. 13-03, 1-7-13; Ord. No. 17-06, 9-5-17)

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 19 of 25

draft

13.08.111 Sewer fixture unit chart for equivalent units for commercial, industrial and institutional properties.

A. Each new service, other than residential, applied for shall be charged an allocation fee based upon the following fixture unit chart for equivalent units:

Fixture Type	Trap Size	Fixture Unit Value
Apartment (per apartment) ²	—	10
Bathtub With or Without Integral Shower	1½ or 2	4
Combination Sink and Tray	1½	3
Combination Sink and Tray With Food Disposal Unit	½ separate	4
Dental Unit or Cuspidor	1½	1
Dental Lavatory	1½	1
Drinking fountain— Single	1½	1
Drinking fountain— High/low or double	1½	2
Dishwasher (commercial)	1½	6
Dishwasher (domestic type)	1½	4
Eyewash	1½	1
Floor drain ³	2—3	4
Floor Drain	4	6
Floor Drain	6	8
Floor Drain (demonstration fume hood)	2	3
Floor Sink	3	6
Floor Sink	4	7
Fume Hood With Drain	2	2
Trench drains (every 3' min. 9')(per each trench drain)	—	1
Ice cream dipper well	—	3
Kitchen Sink (domestic type)	1½	4
Kitchen Sink (domestic type) with food disposal unit)	1½	5
Lavatory	1½	2

ORDINANCE SERIES: 2022
ORD. NO: 22-12

draft

Lavatory Tray (1 or 2 compartments)	1½	3
Print Washer	—	3
Processing Sink		3
Shower, 2 Heads		8
Shower, 3 Heads	—	12
Shower, 4 Heads	—	16
Shower Stall (domestic type)	2	4
Shower (group) per head w/2 or more		4
Sinks:		
Bar with Disposer	1½	3
Bed Pan	—	6
Classroom	—	3
Mop, single bowl	2	3
Mop, double bowl	2	6
Pedicure	—	2
Pot, Scullery, etc.	1½	4
Print	—	3
Service, single bowl	3	3
Surgeon's	1½	3
Three-compartment	—	6
Urinal:		
Pedestal	3	10
Wall or Stall	2	5
Trough (for 18 inch length)		2
Waterless	—	2
Ventilator	2	3
Wash sink (circular or multiples each set of faucets—or 12")	1½	2
Washing Machine	1½	4
Water Closet	3	10
Water Cooler, Electric with Drain	1½	1
Motel room or dormitory room		2.5
Continuing Care Retirement Community Living Units and Beds Only		
Comprehensive Care Bed	—	2.5
Assisted Living Unit	—	5

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 21 of 25

draft

Independent Living — 7.5
Unit

2 Does not include apartments with assisted living/nursing home/rehabilitation/retirement centers.

3 Floor drains used to collect water from a series of fixtures will be charged by the fixture units of the fixtures or by the drain size, whichever is greater.

Fixtures and other connections which are not included in this list will need to be rated by staff upon request. Fifteen (15) fixture unit values or any fraction thereof would equate to one residential house or dwelling.

(Ord. 00-12)

(Ord. No. 20-01, 1-6-20)

13.08.120 Sewer service—Outside town limits.

Any new connections to the town of Emmitsburg's wastewater system will be limited to properties that lie within the corporate limits of Emmitsburg **UNLESS OTHERWISE PROVIDED BY LAW**. ~~This refers to all requests including hardship and state or federal mandate cases. In the case of hardships, state or federal mandates, services can be supplied only if the property in question can be and is annexed into the town of Emmitsburg.~~

(Ord. 03-04 (part): Ord. 01-06: Ord. 85-1B § 1: prior code Art. IX § 12)

13.08.130 Permits for tapping sewers, entering manholes, etc.

No person shall open, tap, repair or close any sewer without a proper permit to do so from the mayor. No person shall enter any manhole or any sewer or tamper with or disturb any sewer or appurtenance thereto without a permit from the mayor.

(Prior code Art. IX § 13)

13.08.140 Capping and plugging nuisances and unused connections.

- A. If any drainage, plumbing or sewerage system or connection becomes inadequate and a nuisance is created, the mayor shall order such fixtures as are connected to the system to be removed and pipes capped until all defects in the system have been corrected. If, after failure to comply with such orders and after five days' written notice has been given, the work has not been started, the **SUPERINTENDENT** ~~mayor~~ shall have the right to enter the premises and remove or cause such fixtures to be removed and the expenses incident to such order and removal or by reason of other work necessary to the abatement of such nuisance shall become a lien against such property, collectible as other public liens are collectible.
- B. When any property, land or premises which has more than one connection to the sanitary sewerage system is altered in such manner as to make more than one connection unnecessary, then upon notice from the mayor, the owner thereof shall remove the pipe and

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 22 of 25

draft

properly plug the connections. Upon refusal or failure to comply with such notice, the mayor is empowered to do the work or cause it to be done and collect the costs thereof from the owner of the property involved.

- C. It shall be the duty of any plumber in connection with his work in or about any building, land or premises, to see that all abandoned or unused connections are properly plugged in keeping with the above provisions.

(Prior code Art. IX § 14)

13.08.150 Prohibited connections and discharges.

- A. No rain pipes or drains, no steam exhaust, boiler blow-off, drip pipe or nonpolluted drainage of any character shall be connected with or discharged into the sanitary sewerage system without a special permit from the mayor and commissioners and the payment of special fees to be set for each such permit. No steam or water shall be discharged into any sewer at a temperature exceeding one hundred forty (140) degrees Fahrenheit. No gasoline, kerosene or other inflammable oil of any nature shall be discharged into any sanitary sewer and if such are present in waste water, arrangements must be made, satisfactory to the mayor, for their removal before such waste water shall be discharged into any sewer. No solid materials nor liquids carrying solid material in suspension nor liquids of such nature that they may cause the precipitation of such material shall be discharged into any sewer. No germicide or antiseptic liquid or any other liquid waste of such strength or in sufficient quantities to interfere with bacterial action in the disposal plant shall be discharged into any sewer or drain. No liquid which will cause corrosion of the sewers shall be discharged thereinto. No obstruction of any kind shall be deposited in any sewer.
- B. All such wastes as above enumerated, shall be first treated by methods approved by the mayor, which will bring them to satisfactory condition for discharge into the sewerage system and no connections for such waste shall be made to the sewerage system except as approved and directed by the mayor.

(Prior code Art. IX § 15)

13.08.160 Scavengers and collectors of excreta.

Scavengers or collectors of excreta shall not be allowed the privilege of emptying the contents of their tanks into the sanitary sewerage system of the town.

(Prior code Art. IX § 16)

13.08.170 Washing machines **AND OTHER APPLICANCES.**

~~Foul w~~**Water** from washing machines, tubs, sinks and other home appliances and equipment shall be emptied into the sanitary sewerage system in the same manner as lavatories, urinals, latrines, commodes and other sanitary facilities.

(Prior code Art. IX § 17)

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 23 of 25

draft

13.08.180 Violation—Penalties.

Whenever in this chapter, any act is prohibited or is made or declared to be unlawful or an offense, or whenever the doing of any act is required or the failure to do any act is declared to be unlawful, the violation of any such provision of this chapter shall be punished by a fine not exceeding one hundred dollars (\$100.00) or by imprisonment in the county jail for not more than ninety (90) days. Each day any violation of any provision of this chapter shall continue, shall constitute a separate offense.

(Ord. 74-4B § 1: prior code Art. IX § 18)

CHAPTER 13.09 WATER AND SEWER SYSTEM COLLECTION

13.09.010 COLLECTION OF CHARGES.

- A. THE BILLING AND COLLECTION PROCEDURES IN THIS SECTION ARE POLICY PROCEDURES ONLY AND CONSTITUTE GUIDELINES WHICH DO NOT CREATE ANY REQUIREMENTS OR STANDARDS WHICH, UPON NON-COMPLIANCE, WILL GIVE RISE TO ANY CLAIM, CAUSE OF ACTION OR BASIS FOR NON-PAYMENT FOR SERVICES RENDERED. THE FAILURE OF THE TOWN TO COMPLY STRICTLY WITH ANY OF THESE POLICY PROCEDURES AND GUIDELINES IS NOT A WAIVER OR RELINQUISHMENT OF ANY OF THE RIGHTS OF THE TOWN TO SEEK PAYMENT FOR WATER SERVICES RENDERED NOR DOES SUCH FAILURE CREATE ANY DEFENSE TO THE OBLIGATION OF THE USER TO PAY FOR WATER SERVICES RENDERED.**
- B. ALL CHARGES FOR WATER AND SEWER SERVICE ARE THE OBLIGATION OF AND SHALL BE CHARGED TO AND COLLECTED FROM THE OWNER OF THE PROPERTY SERVED. ALL WATER AND SEWER SERVICE ACCOUNTS WILL BE ESTABLISHED IN THE NAME OF THE PROPERTY OWNER WHERE SERVICE IS RENDERED. BILLS WILL BE MAILED IN THE NAME OF THE PROPERTY OWNER TO THE PROPERTY ADDRESS. UPON WRITTEN REQUEST MADE ANNUALLY BY THE PROPERTY OWNER, THE TOWN WILL MAIL BILLS, LATE NOTICES, DISCONNECTION NOTICES AND ANY OTHER NOTICES AND COMMUNICATIONS TO THE PROPERTY OWNER TO SUCH OTHER ADDRESS AS HAS BEEN DESIGNATED BY THE PROPERTY OWNER OR TO THE PROPERTY OWNER IN THE CARE OF A DESIGNATED PROPERTY MANAGEMENT COMPANY AT THAT COMPANY'S ADDRESS. NO ACCOUNTS WILL BE ESTABLISHED AND NO BILLS WILL BE MAILED IN THE NAME OF TENANTS.**
- C. CHARGES FOR WATER AND SEWER SERVICE ARE PAYABLE IN FULL UPON RECEIPT OF THE QUARTERLY BILL. BILLS FOR WATER AND SERVICE CHARGES WILL BE MAILED BY THE FIRST OF JANUARY, APRIL, JULY AND OCTOBER. THE FINAL DUE DATE FOR THE PAYMENT OF BILLS IS THE 5TH DAY OF THE FOLLOWING MONTH, RESPECTIVELY, FEBRUARY, MAY, AUGUST AND NOVEMBER. IF THE 5TH DAY OF THE**

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 24 of 25

draft

MONTH IS A HOLIDAY OR WEEKEND, THE FINAL DUE DATE SHALL BE EXTENDED TO THE NEXT BUSINESS DAY.

- D. ALL BILLS MAY BE PAID AT ANY OF THE FOLLOWING LOCATIONS OR IN THE FOLLOWING MANNER:**
- 1. IN PERSON, BY CASH, CHECK OR CREDIT CARD, AT THE EMMITSBURG TOWN OFFICE.**
 - 2. BY MAILING THE PAYMENT TO THE EMMITSBURG TOWN OFFICE.**
 - 3. BY ONLINE BANKING, IF SUCH PAYMENT PROCEDURE IS AVAILABLE THROUGH THE CUSTOMER'S BANK OR OTHER FINANCIAL INSTITUTION AND IS COMPATIBLE WITH THE PROCEDURES AND BILLING SYSTEMS OF THE TOWN.**
 - 4. ONLINE USING THE ONLINE BILL PAY FUNCTION ON THE TOWN'S WEBSITE LOCATED AT WWW.EMMITSBURGMD.GOV.**
 - 5. BY PLACING THE PAYMENT IN THE DROP-BOX LOCATED IN THE FRONT OF THE OLD TOWN OFFICE BUILDING AT 22 EAST MAIN STREET.**
 - 6. BY PLACING THE PAYMENT IN THE DROP-BOX LOCATED AT THE REAR OF THE TOWN OFFICE BUILDING AT 300A SOUTH SETON AVENUE.**
- E. ANY BILL REMAINING UNPAID AFTER ITS DUE DATE SHALL ACCRUE A LATE CHARGE OF FIVE PERCENT OF THE AMOUNT UNPAID, AND THE TOWN SHALL NOTIFY THE OWNER OF THE PROPERTY SERVED THAT THE BILL IS IN ARREARS AND THAT WATER SERVICE WILL BE DISCONTINUED IF PAYMENT IS NOT RECEIVED WITHIN TEN DAYS FROM THE DATE OF THE NOTICE. THE NOTICE SHALL BE MAILED TO THE OWNER'S LAST KNOWN ADDRESS OR A COPY SHALL BE LEFT ON THE OWNER'S PROPERTY. IF THE AMOUNT DUE REMAINS UNPAID AFTER THE EXPIRATION OF TEN DAYS FROM THE GIVING OF SUCH NOTICE, THE TOWN ~~SHALL FORTHWITH~~ MAY DISCONTINUE WATER SERVICE TO THE PROPERTY AT ANY TIME THEREAFTER. THE SERVICES WILL REMAIN DISCONNECTED UNTIL THE DELINQUENT AMOUNT AND A RECONNECTION CHARGE IS PAID IN FULL. THE CHARGE FOR THE SERVICE DISCONNECTION AND RECONNECTION IS ONE HUNDRED DOLLARS (\$100.00). ANY BILL AND, IF APPLICABLE, RECONNECTION CHARGE REMAINING UNPAID AFTER THIRTY (30) DAYS FROM THE DATE THE LATE NOTICE IS SENT IS COLLECTIBLE FROM THE PROPERTY OWNER IN THE SAME MANNER AND SUBJECT TO THE SAME INTEREST AS TAXES ARE COLLECTIBLE IN FREDERICK COUNTY. SUCH CHARGES AND BILLS SHALL BE A FIRST LIEN ON THE PROPERTY.**
- F. ANY PERSON WHO, WITHOUT PROPER AUTHORITY FROM THE MAYOR AND BOARD OF COMMISSIONERS, RECONNECTS WATER SERVICE TO THE PROPERTY AT WHICH SERVICE HAS BEEN DISCONNECTED PURSUANT TO THIS SECTION SHALL BE GUILTY OF A MISDEMEANOR.**

ORDINANCE SERIES: 2022
ORD. NO: 22-12

Page 25 of 25

draft

G. NOTHING CONTAINED IN THIS SECTION SHALL PRECLUDE THE TOWN FROM THE USE OF ANY OTHER PROCEDURE AVAILABLE TO COLLECT UNPAID WATER AND SEWER CHARGES.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this Ordinance shall take effect on the date on which the Mayor approves the Ordinance after passing by the Board of Commissioners or on the date on which the Board of Commissioners passes the Ordinance over the veto of the Mayor.

PASSED this ___ day of December, 2022

by a vote of _____ for, _____ against, _____ absent, and _____ abstain.

ATTEST:
COMMISSIONERS:

EMMITSBURG BOARD OF

Sabrina King, Town Clerk

Timothy O'Donnell, President

MAYOR

_____ APPROVED _____ VETOED

this ___ day of December, 2022

Donald N. Briggs, Mayor

I hereby certify that the foregoing Ordinance has been posted as required by Chapter 2.04 of the Emmitsburg Municipal Code.

Sabrina King, Town Clerk
Date:

AGENDA ITEM #2: For consideration, approval of Ordinance 2022-13 which would change Board of Commissioners meeting to 7:00pm.

ORDINANCE SERIES: 2022
ORD. NO: 22 – 13

Page 1 of 2

draft

AN ORDINANCE TO AMEND
TITLE 2
OF THE CODE OF EMMITSBURG
ENTITLED
ADMINISTRATION AND PERSONNEL

BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and Board of Commissioners of the Town of Emmitsburg, Maryland, pursuant to the authority granted to them by the laws of Maryland and the Charter of the Town of Emmitsburg, that Title 2, Administration and Personnel, of the Emmitsburg Municipal Code, be amended as follows:

New language is indicated by being in **BOLD, CAPITAL LETTERS**, and deleted language is designated by being in ~~{brackets and strike out}~~.

2.04.020 - Organization of Commissioners.

B. The Commissioners shall meet on the first ~~and third~~ Monday of every month, or as scheduled and/or amended, at the hour of ~~seven thirty~~ **7:00** p.m. at the town office. If a holiday falls on the first Monday, meeting will be the following ~~Tuesday~~ **MONDAY**, ~~if a holiday falls on the third Monday, the meeting will be held on the following Wednesday.~~ Upon the sixth missed meeting in any one-year period (from July 1 through June 30) by the Mayor and/or any Commissioner, that individual will forfeit fifty dollars (\$50.00) of their annual salary. The Commissioner will also forfeit additional fifty dollars (\$50.00) for each additional meeting missed during that same one-year period.

PASSED this 6th day of December, 2022 by a vote of

Commissioners:	For	Against	Absent	Abstain
O'Donnell				
Ritz III				
Sweeney				
Davis				
Boehman-Pollitt				
TOTAL:				

ORDINANCE SERIES: 2022
ORD. NO: 22 – 13

Page 2 of 2

draft

ATTEST:

EMMITSBURG BOARD OF COMMISSIONERS:

Sabrina King, Town Clerk

Timothy O'Donnell, President

MAYOR

_____APPROVED _____VETOED

this 6th day of December, 2022

Donald N. Briggs, Mayor

AGENDA ITEM #3: For consideration, approval of the three-year sewer relining bid.

Presentation at the Town Meeting by Staff.

draft

	PIPE SIZE. ECT	MR REHAB	HUMPHREY & SON	GUYER BROTHERS	AM-LINER
PRICE PER FOOT	6"	\$75.00	\$45.00	\$51.00	\$44.00
	8"	\$48.00	\$45.00	\$56.00	\$39.40
	10"	\$54.00	\$55.00	\$66.00	\$41.60
	12"	\$65.00	\$75.00	\$76.00	\$49.00
	15"	\$95.00	\$90.00	\$93.00	\$85.00
	LATERAL CONNECTIONS	\$225.00	\$125.00	\$200.00	\$230.00
	MOBILIZATION	\$6,000.00	\$6,000.00	\$3,900.00	\$4,400.00
	TRAFFIC CONTROL	\$3,000.00	\$1,500.00	\$1,550.00	\$2,000.00
WARRANTY		1 YEAR	1 YEAR	10 YEARS	3 YEARS
LOCATION		MECHANICSBURG, PA (43MILES)	LAUREL, MD (71MILES)	NEW ENTERPRISE, PA (85MILES)	BERRYVILLE, VA (64MILES)
TECHNOLOGY		CIPP	CIPP	THERMOFORM	CIPP
YEARS EXPERIENCE		22 YEARS	37 YEARS	23 YEARS	28 YEARS

STAFF RECOMMENDATION:

OUR RECOMENDATION BASED ON THE RFP ARE TO CHOOSE GUYER BROTHERS. WE FEEL THEY WOULD BE BEST DUE TO THEIR WARRANTY AND THE MATERIAL USED

THEY USE A DIFFERENT TECHNOLOGY THAT REQUIRES NO CHEMICALS AND ONLY STEAM AND COLD AIR TO FORM THE LINER TO EXISTING PIPE

AGENDA ITEM #4: For discussion and consideration, an offer from Richard Lindsay to purchase three acres from the Town of Emmitsburg located near the WWTP.

Presentation at the Town Meeting by Staff and Applicant.

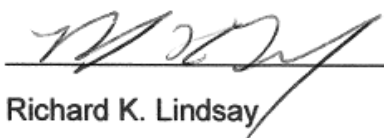
draft

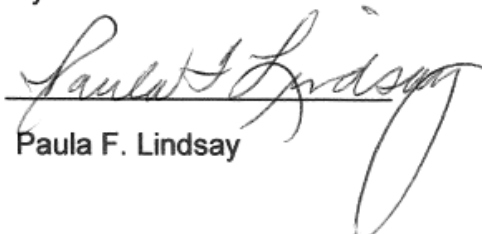
am 10/4/22

September 28, 2022

We would like to purchase land located between the waste water treatment plant fence and our property at 16737 Creamery Road. The tract contains approximately 3 acres. We offer eighteen thousand dollars (\$18,000).

We request that the Town of Emmitsburg pay for the survey and any other expenses involved in the transfer of the property.


Richard K. Lindsay


Paula F. Lindsay

APPRAISAL REPORT

draft

Creamery Road
Emmitsburg, Maryland 21727

Tax Account: 05-178231

Liber 1379/Folio 732

Map 9D/Grid 14/Parcel 146/Neighborhood 30000.11

Outlot A 83.54 Acres

[Three Acre Portion]

Waybright's Property/Wastewater Treatment

Plat Book 34/Page 36

Town of Emmitsburg

Frederick County, Maryland

Census Tract Number: 23224-24-021-7668.00

AS OF

August 16, 2021

"As-Is" or Current Market Value

FOR

Ms. Cathy Willets

Town Manager

Town of Emmitsburg

Emmitsburg, Maryland 21727

PREPARED BY

Michael P. Pugh, MAI

Copyright © 2021

Pugh Real Estate Group, LLC

Real Estate Appraisers

P.O. Box 378

Frederick, Maryland 21705

Pugh Real Estate Group, LLC

Copyright © 2021

Confidential – Do not copy or redistribute without permission from client (Town of Emmitsburg)

Page 1

PUGH REAL ESTATE GROUP, LLC

REAL ESTATE APPRAISERS
POST OFFICE BOX 378
FREDERICK, MARYLAND 21705

(301) 898-1178

draft

August 26, 2021

Ms. Cathy Willets
Town Manager
Town of Emmitsburg
Emmitsburg, Maryland 21727

Re: Creamery Road
Emmitsburg, Maryland 21727

Dear Ms. Willets:

Recently, you asked me to provide you with a current market value for a three-acre portion of the property identified above. This appraisal report provides an opinion of value as of August 16, 2021, which was the date of inspection. The attached appraisal report provides essential data and detailed reasoning employed in reaching my opinion of value.

SUMMARY OF SITE, ZONING, AND IMPROVEMENTS

The subject property consists of one parcel (146) that has a total of 84.37 acres of land that is located on Creamery Road in the Town of Emmitsburg. This appraisal report is intended to provide an opinion of value for approximately three-acre portion that is excess to the parcel.

At the time of the property inspection, parcel 146 is used as a waste-water treatment facility for the Town of Emmitsburg. The subject property, including the excess land, is zoned Institutional by the Town of Emmitsburg. The institutional district is intended to accommodate civic, educational, and cultural uses, such as libraries, meeting halls, schools, fire and rescue stations, post offices, government buildings, memorials, amphitheaters, museums, places of worship, and similar facilities. Institutional zones are typically used by state and local governments for public uses – such as waste-water treatment plants as is the case with the subject property. The Town of Emmitsburg does not have a base zone for the subject property.

At the time of this appraisal, the Town of Emmitsburg is contemplating a sale of the excess land to the adjoining property owner.

EXTRAORDINARY ASSUMPTIONS

Uniform Standard of Professional Appraisal Practice (USPAP) defines an Extraordinary Assumption as, “an assumption, directly related to a specific assignment, as of the effective date of the assignment result, which, if found to be false, could alter the appraiser’s opinions or conclusions.”

No extraordinary assumptions were considered for this appraisal.

Pugh Real Estate Group, LLC
Copyright © 2021

Confidential – Do not copy or redistribute without permission from client (Town of Emmitsburg)

Page 2

draft

HYPOTHETICAL CONDITIONS

USPAP defines a Hypothetical Condition as, “that which is contrary to what is known the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.”

The opinion of value reflected in this report includes the hypothetical condition that the excess land is sub-divided from the parent parcel.

At the time of this appraisal, the subject property is not currently listed for sale. After careful consideration of all the factors which create value, it is my opinion that the subject property has a value as follows:

VALUE TYPE	INTEREST APPRAISED	DATE OF VALUE	VALUE
<i>Current market Value</i>	Fee Simple	August 16, 2021	\$100,000

If you have any questions concerning this appraisal or the value conclusions developed in this report, please do not hesitate to contact me.

Sincerely,



Michael P. Pugh, MAI
Certified General Real Estate Appraiser
State of Maryland – License No. 04-29481

Pugh Real Estate Group, LLC
Copyright © 2021

Confidential – Do not copy or redistribute without permission from client (Town of Emmitsburg)

draft

TABLE OF CONTENTS

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS..... 5
CERTIFICATE OF APPRAISAL 6
SCOPE OF THE APPRAISAL 7
ASSUMPTIONS & LIMITING CONDITIONS..... 8
KEY TERMS FOR THIS APPRAISAL ASSIGNMENT 10
IDENTIFICATION OF THE SUBJECT PROPERTY 12
SUBJECT PROPERTY HISTORY 14
REGIONAL DATA – FREDERICK COUNTY 15
NEIGHBORHOOD DATA..... 25
REAL ESTATE TAX ANALYSIS 29
MARKET ANALYSIS 31
ZONING 38
SITE DATA..... 39
SUBJECT PROPERTY PHOTOGRAPHS 42
HIGHEST AND BEST USE 44
VALUATION METHODOLOGY 47
SITE VALUATION 48
COST APPROACH..... 55
INCOME CAPITALIZATION APPROACH..... 58
SALES COMPARISON APPROACH 60
RECONCILIATION OF VALUE INDICATIONS..... 61

**ADDENDUM:
APPRAISER QUALIFICATIONS**

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Address	Creamery Road Emmitsburg, Maryland 21727
Date of Value Estimate	August 16, 2021 "As-is" or "current market value"
Date of Appraisal Report	August 26, 2021
Property Rights Appraised	Fee Simple
Land Area	Approximately three acres of excess land that is currently part of parcel 146, which has a total of 84.37 acres of land.
Improvements	The parent parcel is used to support Emmitsburg's waste-water treatment plant.
Zoning	The subject property is zoned Institutional by the Town of Emmitsburg's Planning Department.
Intended Use	To determine the value of a three-acre portion of the site for the possible transfer to an adjoining property owner.
Client/Intended User	The client and intended users include representatives of the Town of Emmitsburg and duly appointed committees.

draft

HIGHEST AND BEST USE

As Vacant Industrial.

VALUATION

Current Market Value as August 16, 2021	Site Valuation	\$100,000
	Cost Approach	Abandoned
	Sales Comparison Approach	Site Valuation
	Income Capitalization Approach	Abandoned
	Conclusion:	\$100,000

Pugh Real Estate Group, LLC
Copyright © 2021

Confidential – Do not copy or redistribute without permission from client (Town of Emmitsburg)

CERTIFICATE OF APPRAISAL

I certify that, to the best of my knowledge and belief:

- 1) The statements of fact contained in this report are true and correct.
- 2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3) I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- 4) I have not appraised this property within the last three years.
- 5) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 6) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 8) My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- 9) I have made a personal inspection of the property that is the subject of this report.
- 10) No one provided significant real property appraisal assistance to the person signing this certification.
- 11) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- 12) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 13) As of the date of this report, I have completed the Standards and Ethics Education Requirement of the Appraisal Institute for Designated Members.



Michael P. Pugh, MAI
Certified General Real Estate Appraiser
State of Maryland – License No. 04-29481

Pugh Real Estate Group, LLC
Copyright © 2021

Confidential – Do not copy or redistribute without permission from client (Town of Emmitsburg)

Page 6

AGENDA ITEM # 5: For consideration, approval of revertible forest conservation easement with Daughters of Charity.

- a. The Daughters of Charity is providing the Town a 9.2013- acre revertible forest conservation easement to the Town in order to plant trees for the 2023-2028 MS-4 permitting term. Parcel located on East side of US 15.

Presentation at the Town Meeting by Staff.

Parcel ID No.: 05-172268
NO TITLE EXAMINATION

REVERTIBLE FOREST CONSERVATION
DEED OF EASEMENT / MAINTENANCE
COVENANTS AND AGREEMENT

draft

This Revertible Forest Conservation Deed of Easement / Maintenance Covenants and Agreement, (“Easement Agreement”) made this ____ of _____, 2022, by and between the Daughters of Charity Ministries, Inc., a Missouri not-for-profit corporation (hereinafter collectively, the “Grantor”), and the Town of Emmitsburg, Maryland, a body corporate and politic of the State of Maryland (“Town”).

WHEREAS, the Town has established a Reforestation Program to restore, enhance, and maintain the chemical, physical, and biological integrity of waterways, including the control and/or minimization of nonpoint source pollution, soil erosion, local flooding, and impervious surface runoff and in furtherance of the Town’s compliance with the Maryland NPDES Municipal Separate Storm Sewer System Program and Permit (“MS4”), and

WHEREAS, the Grantor is the owner of a certain tract of land located in Frederick County, Maryland (defined below as the “Property”), and has agreed to provide a temporary revertible non-exclusive easement over and across the Property for the planting and maintenance of trees (the “Forest Conservation Easement”), and

WHEREAS, the parties have agreed to enter into this Easement Agreement to provide for the future protection, maintenance, and inspection of the Forest Conservation Easement, and

NOW THEREFORE, WITNESSETH THAT, for no monetary consideration, but for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey and donate unto the Town, its successors and assigns, a temporary revertible non-exclusive forest conservation easement

(hereinafter "Forest Conservation Easement") containing 9.2013 acres, more or less, being more particularly described in Exhibit A and shown on the drawing attached hereto as Exhibit B, and incorporated herein by reference.

The herein described easement being in, through, over, and across part of that real property which was conveyed unto Daughters of Charity Ministries, Inc. from Sisters of Charity of St. Joseph's by Deed dated June 13, 2011, and being recorded among the Land Records for Frederick County, Maryland, in Liber 8396, Folio 423 (the "Property").

To have and to hold the Forest Conservation Easement, together with the rights and privileges appurtenant to their proper use and benefits by the Town, their successors and assigns, in accordance with the terms set forth herein, as follows:

FIRST: That the Town, its successors, agents and assigns, shall at all times have a right of ingress to and egress from the Forest Conservation Easement for the purpose of inspecting, maintaining, planting or replacing vegetation within the Forest Conservation Easement. The right of access shall be in, through, over and across the land of the Grantor located east of the Forest Conservation Easement area: provided, however, that the Town shall use existing roadways and driveways where possible and shall minimize damage to growing crops, planted or cultivated fields, streams, lawns, pastures, and structures;

SECOND: The responsibilities for the maintenance of, and the restrictions on the activities within, the Forest Conservation Easement shall be as set forth in the Maintenance Covenants and Agreement attached hereto as "Exhibit C" and incorporated by reference as if fully set forth herein;

THIRD: The term of the Forest Conservation Easement shall be twenty-five (25) years commencing on the date planting is completed and the Town issues a letter to the Grantor

draft

indicating as much (but no later than October 31, 2028) and terminating three hundred (300) months later. The termination of the Forest Conservation Easement shall be self-operating and no additional writing need be recorded by either party.

FOURTH: The Grantor further covenants and agrees that the easement, right of way, maintenance covenants and agreements contained herein shall run with the land and shall bind the Grantor and its successors and assignees and shall bind all present and subsequent owners of the Property;

FIFTH: The Grantor covenants and agrees that all parties having an interest in the Property which is subject to this Easement Agreement have executed this document and agreed to the terms hereof;

SIXTH: The Grantor agrees that no other easements may be imposed or placed in, on, or through the Forest Conservation Easement without the prior written consent of the Town, not to be unreasonably withheld, conditioned or delayed;

SEVENTH: The Grantor will warrant specially the Forest Conservation Easement and shall execute such further assurances thereof as may be requisite; and

EIGHTH: The Grantor agrees that the Town will receive all MS4 credit for the planting and maintenance of trees within the Forest Conservation Easement.

[SIGNATURES BEGIN ON THE NEXT PAGE]

**GRANTOR:
DAUGHTERS OF CHARITY
MINISTRIES, INC.**

draft

Witness

By: _____
Thomas M. Beck
Title: CFO

STATE OF _____, COUNTY OF _____

On this ____ day of _____, 2022, before me, the undersigned, personally appeared Thomas M. Beck, the CFO of Daughters of Charity Ministries, Inc., a Missouri not-for-profit corporation, and acknowledged that he executed the foregoing instrument for the purposes therein contained, by signing his name as ____ of Daughters of Charity Ministries, Inc.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires: _____ Notary Public _____

ATTEST/WITNESS:

**GRANTEE:
TOWN OF EMMITSBURG,
FREDERICK COUNTY, MARYLAND**

Donald N. Briggs, Town Mayor

STATE OF MARYLAND, TOWN OF EMMITSBURG, TO WIT:

I HEREBY CERTIFY that on this this ____ day of _____, 2022, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Donald N. Briggs, Mayor of the Town of Emmitsburg of Frederick County, Maryland, a body politic and corporate of the State of Maryland, and acknowledged the foregoing instrument to be the act of said body public and corporate and that he is duly authorized to make this acknowledgement on its behalf.

My Commission Expires: _____ Notary Public _____

This instrument has been prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

draft

Leslie A. Powell

ROBERT F. GAUSS & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
103 EAST MAIN STREET, P.O. BOX 128
EMMITSBURG, MARYLAND 21727
PHONE: (301) 447-2222 FAX: (301) 447-3158
GaussPLS@RFGauss.com

draft

9 August, 2022

Description for the 9.2013 Ac. Forest Conservation Easement on the
Daughters of Charity Ministries property, Situated on U.S. RT. 15 & Creamery
Road Emmitsburg Election District #5 Frederick County, Maryland.

Beginning for the same at a rebar set on the right of way line of U.S. RT.15 as shown on
S.H.A. Plat # 46423, said point being at the northernmost corner of the existing forest easement as
recorded in Liber 15513 Folio 147, and being on the western outline of Tract 6 of the land conveyed
by Sisters of Charity of St. Joseph's unto Daughters of Charity Ministries, Inc. by deed dated 13
June, 2011, and recorded among the land records of Frederick County in Liber 8396 Folio 423, thence
as now surveyed by R. F. Gauss & Associates, Inc., Professional Land Surveyors, and running with
said right of way line

1. North 38° 08' 34" East 756.69' to a rebar set on said right of way line, thence leaving said
right of way line and running on, over & across said Daughters of Charity Ministries Property the
following 4 courses & distances

2. South 75° 15' 19" East 283.43' a rebar set on the proposed right of way line of Creamery
Road, thence with it

3. South 03° 52' 21" East 322.45' to a point, thence

4. South 03° 32' 47" East 458.37' to a rebar set, thence leaving proposed right of way line

5. North 72° 03' 50" West 832.01' to the place of beginning,

Containing 9.2013 Ac. of land more or less

Being part of the land conveyed by Sisters of Charity of St. Joseph's unto Daughters of Charity
Ministries, Inc. by deed dated 13 June, 2011, and recorded among the land records of Washington
County in Liber 8396 Folio 423.

EXHIBIT C

**FOREST CONSERVATION EASEMENT
INSPECTION AND MAINTENANCE COVENANTS AND AGREEMENT
("Agreement")**

This Forest Conservation Easement Inspection and Maintenance Covenants and Agreement (referred to hereinafter as the "Agreement") is entered into this ___ day of _____, 2022 by and between Daughters of Charity Ministries, Inc., a Missouri not-for-profit corporation (hereinafter referred to as "Grantor") and the Town of Emmitsburg, Maryland, a body corporate and politic of the State of Maryland.

RECITALS

WHEREAS, Grantor is the owner of certain real property conveyed by Deed dated June 13, 2011 from Sisters of Charity of St. Joseph's and being recorded among the Land Records for Frederick County, Maryland, in Liber 8396, Folio 423 (the "Property"); and

WHEREAS, Grantor has agreed to grant and donate to the Town a twenty-five (25) year non-exclusive revertible forest conservation easement over and across a part of the Property for the planting and maintaining of trees (the "Forest Conservation Easement"), said Forest Conservation Easement, and its purpose and intent, being more fully described in a Revertible Forest Conservation Deed of Easement/Maintenance Covenants and Agreement to which this Agreement shall be attached as Exhibit C; and

WHEREAS, the parties desire to set forth the obligations of each with respect to the Forest Conservation Easement during its term.

NOW THEREFORE, WITNESSTH THAT, in consideration of the foregoing Recitals, each of which is incorporated herein by reference as a material part of this Agreement, and for

other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. OBLIGATIONS OF THE PARTIES: The Town at its expense shall be solely responsible for planting new forest and inspecting, monitoring, and maintaining the forest and allowing natural regeneration of vegetation, at its discretion, within the Forest Conservation Easement for a period of twenty-five (25) years from the date planting is complete. The maintenance standard shall be at least 100 trees per acre with at least 50 percent of those trees having a 2-inch or greater diameter at 4.5 feet above the ground (the "Standard Forest Density"). The Town shall inspect the Forest Conservation Easement at least four (4) times per year and ensure it is in compliance with the Standard Forest Density and the provisions of this Agreement for which the Town is responsible.

Grantor shall allow the Town and its agents to access the Forest Conservation Easement to perform its obligations under this Agreement and shall comply with all obligations and restrictions on the use of the Forest Conservation Agreement provided for herein.

2. CORRECTING DEFICIENCIES: Upon receipt of at least sixty (60) days prior written notice from the Town of any problems or deficiencies in the new forest, existing forest, or regeneration vegetation in the Forest Conservation Easement caused by Grantor's violation of the conditions and restrictions hereunder, the Grantor, its successors, and assigns, will correct problems as directed. If the requested corrections are not made as directed in the notice, and provided the Grantor has not provided written notice to the Town that it disputes the alleged problems or deficiencies were caused by Grantor's violation of the conditions and restrictions hereunder, the Town may, at its discretion, perform all of the necessary work to correct the deficiency and the Grantor shall be assessed for the commercially reasonable cost of the work. If

draft

not paid within thirty (30) days, the assessment shall create a lien on the Property and may be included in the water / sewer bill for the Property or properties on which the Forest Conservation Easement is located and collected by the Town.

3. **INDEMNIFICATION:** The Grantor shall indemnify and save the Town harmless from any and all claims for damages to persons or property arising from Grantor's use of the Forest Conservation Easement, excluding, however, any claims for damages to persons or property arising from the Town's, or the Town's agents and employees' use or access upon the Property or arising from use or access upon the Property by trespassers and third parties unaffiliated with Grantor for which the Town shall indemnify and save Grantor harmless.

4. **INDIVIDUAL TREE REMOVAL:** Non-commercial, selective clearing of individual trees that are less than 30 inches in diameter may occur, provided written permission is obtained in advance from the Town. However, the Forest Conservation Easement area shall not be cleared below the Standard Forest Density of at least 100 trees per acre with at least 50 percent of those trees having a 2-inch or greater diameter at 4.5 feet above the ground. Hazardous trees or tree limbs may be removed to prevent personal injury or property damage without prior approval.

5. **REMOVAL OF NOXIOUS WEEDS AND EXOTICS:** Noxious weeds, as identified by the Maryland Department of Natural Resources; and exotic or invasive trees and shrubs, listed in the State Forest Conservation Technical Manual, may be removed without regard to the Standard Forest Density described in Section 4 above, however, the method of removal must be consistent with the limitations contained in this Agreement. It shall be the responsibility of the Town to provide weed control and mowing, if appropriate.

draft

6. **CONDITIONS OF PERMITTED BRUSH REMOVAL:** For areas of existing forest that exceed the Standard Forest Density, understory plant materials (including, but not limited to brush, shrubs, saplings, seedlings, undergrowth, or vines) may be cut down, removed or destroyed, provided that:

- A. Their removal does not damage, injure, or kill trees having a 6-inch or greater diameter at 4.5 feet above the ground;
- B. Their removal does not create erosion or slope stability problems;
- C. The removal of such understory does not cause the Forest Conservation Easement area to fall below the required Standard Forest Density as described in herein;
- D. The forest floor is allowed to continuously regenerate tree and shrub seedlings to create future forest growth, and to continuously support a biological community consistent with typical forest environments and habitats;
- E. The shrubs, saplings, and seedlings were not planted as part of a forest establishment or improvement project; and
- F. The removal of shrubs, saplings, and seedlings is approved by the Town prior to commencement of clearing activities.

7. **SAPLING AND SEEDLING PROTECTION:** For areas of the Forest Conservation Easement that are below the Standard Forest Density, (such as areas set aside for 'Natural Regeneration'; or for forested areas that fall below the Standard Forest Density due to natural occurrences, such as fire, pest damage, wind storm, etc.) saplings and seedlings may not be cut down, removed or destroyed until the Forest Conservation Easement area contains sufficient living trees to meet or exceed the Standard Forest Density.

draft

8. **FENCES:** Fences are permitted along the boundary of the Forest Conservation Easement, provided their construction and maintenance can be executed in compliance with the restrictions of this Agreement. In the event the Property is utilized for the grazing of animals, the Grantor shall install fencing along the boundary of the Forest Conservation Easement, sufficient to prevent the animals from entering the Forest Conservation Easement. The Grantor shall be solely responsible for the installation and maintenance of any fences.

9. **SUPPLEMENTAL PLANTING:** Grantor may supplement existing (or replace dead) trees or undergrowth with new plantings provided that new plantings are characteristic of trees or undergrowth materials native to Maryland.

10. **ALLOWABLE COMMERCIAL TIMBER CUTTING:** Timber cutting for commercial purposes is permitted within the Forest Conservation Easement beyond 100 feet from the edge of the stream, provided that the area of timber cutting is performed in accordance with:

A. A Forest Management Plan that is:

- i. Prepared by a licensed professional forester; and
- ii. Approved by the Maryland Department of Natural Resources forester assigned to Frederick County; and
- iii. Approved by the Town; or

B. A Timber Harvest Plan that is:

- i. Consistent with the intent of the Forest Management Plan, and the intent and requirements of the forest conservation plan.
- ii. Prepared by a licensed professional forester; and
- iii. Submitted to and approved by the local Forestry Conservancy Board; and

draft

iv. Approved by the Town.

11. **HARVESTING/REFORESTATION:** If timber harvesting performed in accordance with Section 10 above causes the Forest Conservation Easement to fall below the Standard Forest Density, the Grantor shall be responsible for reforestation if natural regeneration is inadequate to provide for the cut area to achieve forested conditions in a timely manner. The posting of a financial guarantee and execution of a forest inspection and maintenance agreement (FIPA) shall be required to cover the costs of the Grantor's obligation under this section. The procedures for executing the FIPA and return of the financial security guarantee shall be done in accordance with Article XII of the Town's Forest Conservation Ordinance.

12. **ADDITIONAL IMPROVEMENT RESTRICTIONS:** No construction of new buildings, structures, roadways, driveways, parking lots, and impervious surface coverings is permitted within the Forest Conservation Easement.

13. **ADVERTISING RESTRICTIONS:** No posting of any advertisement, sign, or billboard within the Forest Conservation Easement is permitted.

14. **DUMPING RESTRICTIONS:** No dumping, land filling, storage, burial, application, injection, burning, or accumulation of unsightly or offensive material, including but not limited to, solid waste, hazardous substances, petroleum, sewage, bio-solids, chemicals, pesticides, construction debris, ashes, sawdust, farm machinery, vehicles, or grass clippings shall occur within the Forest Conservation Easement.

15. **FILL AND GRADING RESTRICTIONS:** Construction, excavation, placement of heavy fill, re-grading of the surface, or construction of retaining walls within the Forest Conservation Easement is prohibited, except when done pursuant to a Town approved environmental enhancement project (such as stream bank restoration). Any change in

topography or soil disturbance by filling, grading, stripping of topsoil, plowing, cultivating, or other practices is prohibited.

16. *MOTORIZED VEHICLE RESTRICTIONS:* No motorized vehicles, such as go-carts, dune buggies, trucks, cars, vans, motorcycles, etc., shall be operated or stored in the Forest Conservation Easement, except for those used in periodic maintenance or timber harvesting operations.

17. *UTILITY RESTRICTIONS:* The Forest Conservation Easement shall not be used as a site for any major public utility installation including, but not limited to, electric generating plants, electric transmission lines, gas generating plants, gas storage tanks, radio or microwave relay stations, or telephone exchanges.

18. *MINING RESTRICTIONS:* No mining or on-site extractive activity of any type; no new surface exploration for, or development, storage and extraction of, minerals and hydrocarbons in the Forest Conservation Easement by any method are permitted.

19. *PREVENTION OF DAMAGE:* All rights reserved by or not prohibited to the Grantor shall be exercised so as to prevent or minimize damage to the forest and trees, streams and water quality, plant and wildlife habitats, and the natural topographic character of the Forest Conservation Easement.

20. *APPROPRIATE ACCESS:* Grantor will provide appropriate access to, and hereby authorizes the Town and its agents to enter the portion of the Property subject to the Forest Conservation Easement at reasonable hours for the purpose of making periodic inspections to ascertain compliance with the restrictions, conditions, and easements established herein or to install or maintain forest improvements. The Town shall conduct inspections at least four (4) times per year. The right of access shall be in, through, over and across that part of the

draft

land of the Grantor east of the Forest Conservation Easement: provided, however, that the Town and its agents shall use existing roadways and driveways where possible and shall minimize (and be responsible to repair, restore or compensate Grantor for) damage to growing crops, planted or cultivated fields, streams, lawns, pastures, and structures.

21. GENERAL PUBLIC RESTRICTIONS: This Agreement does not convey to the general public the right to enter the Property or Forest Conservation Easement for any purpose. The Agreement does not restrict or enlarge access by the general public in common open space (if any) held under community or homeowner association control beyond any access rights created by the applicable community or homeowner association covenants and bylaws.

22. VIOLATIONS: Upon finding a violation of any of the restrictions, conditions, covenants and easements established by this Agreement, the Town and the Grantor shall each have the right to enforce against the other such provisions in accordance with any statutory authority (including, if applicable the imposition by the Town of civil monetary fines or penalties in amounts and by such means as may be promulgated from time to time and the pursuit by Grantor of the rights and remedies available under the Maryland Contract Lien Act). The Town and Grantor may also seek injunctive or other appropriate relief in any Court of competent jurisdiction, including the right to recover damages in an amount sufficient to restore the Forest Conservation Easement or the Property to its original state, and Town and Grantor each agrees to pay for Court costs and reasonable attorneys' fees if the Town or the Grantor respectively, prevails in any judicial proceedings.

23. LEGAL REFERENCES: Grantor agrees to make specific reference to this Agreement in a separate paragraph of any sales contract, mortgage, subsequent deed, lease or other legal instrument by which any possessory or equitable interest in the Property is conveyed,

draft

provided, however, that Grantor's failure to do so shall not constitute a default by Grantor hereunder as this Agreement will be recorded among the Frederick County Land Records.

24. ENFORCEMENT/INSPECTION FAILURE: Failure on the part of the Town or the Grantor to enforce any covenant or provision herein shall not constitute a waiver of the Town's or the Grantor's right to later enforce any covenant or provision within this Agreement. Failure on the part of the Town to perform periodic inspection of the Forest Conservation Easement Area shall not constitute a breach by the Town, nor shall any failure to inspect nullify or terminate the Forest Conservation Easement granted herein.

25. FORCE MAJEURE: The parties to this Agreement shall be excused from the performance of their obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below), if the nonperforming party promptly provides written notice of such prevention to the other party. The excuse shall be continued so long as the condition constituting force majeure continues. The party affected by the force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, **force majeure shall include** conditions beyond the control of the parties, including an act of God, acts of terrorism, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, and the destruction of new or existing forest by fire, earthquake, storm, or like catastrophe.

26. WRITTEN NOTICES: All notices required or allowed by this Agreement shall be in writing and shall be sent to the Town Manager, 300A South Seton Avenue, Emmitsburg,

Maryland, 21727, and to the Daughters of Charity Ministries, Inc., c/o Treasurer, 4330 Olive Street, St. Louis, Missouri, 63108.

27. **NON-APPROPRIATION:** Any failure of the Town to perform its obligations under this Agreement or the Revertible Forest Conservation Deed of Easement/Maintenance Covenants and Agreement, which failure resulted from non-appropriation of funds necessary to perform such obligations, shall be excused for a period of time not to exceed one (1) calendar year and shall not constitute a breach of this Agreement by the Town during that period.

28. **MS4 CREDIT:** The Grantor understands and consents that the Town shall receive MS4 credit for the planting and maintaining of trees in the Forest Conservation Easement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

draft

IN WITNESS WHEREOF, the parties hereto set their hands and seals unto this Agreement, which is executed as of the day and year first above mentioned.

Reviewed for Technical Sufficiency:

By: _____
Cathy Willets, Town Manager

Reviewed for Legal Sufficiency:

By: _____
Leslie A. Powell, Town Counsel

Reviewed for Financial Sufficiency:

By: _____
Sabrina King, Town Clerk

ATTEST:

By: _____
Cathy Willets, Town Manager

MAYOR, TOWN OF EMMITSBURG
("Town")

By: _____
Donald N. Briggs, Mayor

**DAUGHTERS OF
CHARITY MINISTRIES, INC.**
("Grantor")

Witness

By: _____
Thomas M. Beck
Title: CFO

AGENDA ITEMS # 6: For consideration, amending the hours of the Farmer's Market.

Presentation at the Town Meeting by Commissioner Boehman-Pollitt.

~~AGENDA ITEMS # 7: For consideration, approval of the Amendment to Loan and Financing agreement for the extension of credit made to the Vigilant Hose Company of Emmitsburg as the successor by merger to the Emmitsburg Ambulance Co.~~

WITHDRAWN BY APPLICANT

M. SET AGENDA FOR NEXT MEETING: JANUARY 9TH, 2022

1.

2.

3.

4.

5.

Administrative Business:

A.

B.

C.