



# Town of Emmitsburg

Mayor Donald N. Briggs

**Board of Commissioners** Timothy O'Donnell, *President* Clifford Sweeney, *Vice President* Glenn Blanchard, *Treasurer* Joseph Ritz III Elizabeth Buckman

**Town Manager**  
Cathy Willets

**Town Clerk**  
Madeline Shaw

## TOWN MEETING AGENDA April 3, 2017 – 7:30 p.m.

### 1. CALL TO ORDER

### 2. PLEDGE OF ALLEGIANCE

### 3. FUTURE MEETINGS

*Planning Commission Meeting: April 24<sup>th</sup> @ 7:30pm*

*Town Council Meeting: May 1<sup>st</sup> @ 7:30pm*

### 4. MEETING ITEMS

#### A. APPROVE MINUTES: March 6<sup>th</sup> 2017

#### B. POLICE REPORT

#### C. TOWN MANAGER'S REPORT

#### D. TOWN PLANNER'S REPORT

#### E. COMMISSIONER COMMENTS

#### F. MAYOR COMMENTS

#### G. PUBLIC COMMENTS

#### H. ADMINISTRATIVE BUSINESS (please see attached)

- I. Pool Lighting
- II. Proclamation: AMVET "Because We Care"
- III. Catocin High School Addiction Awareness Event
- IV. Waynesboro Pool Rates Offer

#### I. CONSENT AGENDA: 2 Appointments for Board of Appeals

#### J. TREASURER REPORT

#### K. PLANNING COMMISSION REPORT

#### L. AGENDA ITEMS (please see attached)

- I. Livable Frederick Presentation
- II. Child Abuse Awareness Presentation
- III. MML Public Works Mutual Aid Agreement & Resolution
- IV. Comprehensive Energy Plan
- V. Emmitsburg Multiuser Trail 2018 Proposal

#### M. SET AGENDA FOR NEXT TOWN MEETING: May 1, 2017

### 5. SIGN APPROVED TEXT AMMENDMENTS AND/OR RESOLUTIONS

### 6. ADJOURN

**A. APPROVE MINUTES: March 6, 2017**

**MINUTES  
TOWN MEETING  
March 6, 2017  
Emmitsburg Town Office**

**Present:** Mayor Donald Briggs; Commissioners: Glenn Blanchard, Elizabeth Buckman, Joseph Ritz III, Clifford Sweeney, and Tim O'Donnell, President.

**Staff Present:** Cathy Willets, Town Manager; Madeline Shaw, Town Clerk; Amy Naill, Code Enforcement Officer; and Sue Cipperly, Town Planner.

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**I. Call to Order**

Commissioner Timothy O'Donnell, President of the Board of Commissioners, called the March 6, 2017 Town Meeting to order at 7:30 p.m. EST. The Pledge of Allegiance was recited.

**Approval of Minutes**

The Minutes of the 02/06/2017 Town Meeting were approved as corrected. Motion by Commissioner Ritz III, second by Commissioner Sweeney. Passed 5-0.

The Minutes of the 02/13/2017 Town Meeting were approved as presented. Motion by Commissioner Sweeney, second by Commissioner Buckman. Passed 4-0. Commissioner Ritz III abstained due to meeting absence.

**Police Report:**

Deputy Whitehouse presented the police report from February 2017 (exhibit attached). The PNC Bank robbery is still under investigation. Deputy Whitehouse reminded people of Maryland State Law requiring vehicles to be parked at least 20 feet from a crosswalk. There have been several people parking too close to the crosswalk near St. John's Church on North Seton Avenue. He suggested painting the curb or putting a sign up. Deputy Whitehouse has also seen several ATVs up near Rainbow Lake and near the Scott Road Farm. He plans to investigate the damage the ATVs might be causing.

**Town Managers Report:**

Cathy Willets presented the town manager's report from January 2017 (exhibit attached). Ms. Willets mentioned the community pool will not be opening this summer 2017 due to construction. Rainbow Lake is 0.8 feet below spillway level, but the wells are still 36 feet below the desired level. Staff conducted an overnight leak detection test, which resulted in the finding of several small leaks. The new LG Sonic Algae Control System will be installed April 11th. The town still has a water deficit of 5.59 inches. Ms. Willets recommends the continuance of a voluntary water construction as the National Weather Service has recently reported a drought for the east coast. The plant capacity was exceeded 4 days in January due to heavy rains. Ms. Willets also referenced an MML e-bulletin that discusses a State Highway Revenue Bill and Water Service Shutoff Bill. The Water Service Shutoff Bill would exempt broad groups of individuals from water shutoffs, establish an inflexible process for delinquent account notifications, and implement burdensome reporting requirements. She recommends the Board and Mayor write a letter in response.

**Town Planners Report;**

Sue Cipperly presented the town planners report from January 2017 (exhibit attached). The Flat Run Bridge project is underway. Several meetings were attended with the SHA. Ms. Cipperly stated the town is going to be re-applying for the Community Legacy Grants and residents will be notified of the deadline. There are still some funds leftover from Fiscal Year 2016 for reimbursements and the town has more money for Fiscal Year 2017.

**Commissioner Comments:** Commissioner(s) cited attendances, recognitions, and announcements.

- Commissioner Ritz III: Expressed concern for pet waste near dentist office and car wash. Ms. Willets mentioned a new pet waste station is going to be put in along the E. Lincoln walkway. The Parks and Recreation Committee is looking for bands to play in the summer park series.
- Commissioner Blanchard: Complemented town staff on park conditions/upkeep. Saturday April 8th is the 100th Centennial of WWI. A ceremony will be held at the Doughboy Statue at noon.
- Commissioner O'Donnell: Attended Citizens Advisory Committee where the pros/cons of the Main Street Maryland program were reviewed and he learned sustainable communities have more access to funds than Main Street Maryland. The Potomac Heritage National Scenic Trail is considering linking the C&O Canal to Gettysburg. The town has been awarded a \$40,000 trail grant. He would like to work with town staff on the hunting season and trail use overlapping and clearly communicating expectations to the public.
- Commissioner Buckman: Mentioned Mount St. Mary's University and Catocin High School have a free service group for any elderly, disabled, or single mothers that need help with home projects. Contact Commissioner Buckman if interested in receiving the service.

**Mayor's Comments:**

Mayor Briggs attended numerous meetings in February 2017. Mayor Briggs is looking into getting an Emmitsburg Boys and Girls Club. He met with representative of Vigilant Hose. Expressed desire to give the Vigilant Emergency Response team ease of access during the current State High Administration project. The town has an agreement with the Frederick County Department of Solid Waste. The renewal period is approaching. The town can either adopt its own multi-million dollar solid waste plan or stay with Frederick County. Since the pool is closed, there will be 3 pool parties in the park over the summer.

*Note:* Agenda shifted due to the number of residents/ business owners in attendance for the SHA presentation.

**II. Agenda Items**

Agenda #1-Update from SHA About the Proposed Urban Reconstruction Project: Joseph Gentile, Design Engineer with the State Highway Administration (SHA), presented the update on the Proposed Urban Reconstruction Project (PowerPoint attached). The project will upgrade the Town Square on MD 140 (Main Street) from Creamery Road to Timbermill Run and on Seton Avenue from Lincoln Avenue to North Avenue. The project features construction of sidewalks, curbs, gutters, decorative crosswalks, landscaping, and intersection resurfacing. Construction is expected to finish by early summer 2018. There will be temporary sidewalk closures, on-street parking restrictions, impacts to driveways, and a two weekend road closures on Main Street. SHA will coordinate with residents and property owners. If there are any questions, contact Joseph Gentile or Sherry Waselchalk, SHA Project Engineer. The SHA website, [www.roads.Maryland.gov](http://www.roads.Maryland.gov), also has project details. Closures will occur when schools are on summer break and will most likely start Friday evenings and last over the weekend. The detours will be clearly marked. Commissioner Sweeney expressed desire for closures to occur after July 4th so community heritage day will not be impacted.

**Public Comments:**

*John Working, 804 W. Main St.* - would like to know if there will be parking in front of his house and if the large tree in front of 810 W. Main St. will be cut down. Joseph Gentile (SHA) stated there will not be parking on the westbound side (in front of 804 W. Main St.), but there will be parking across the street on the eastbound side. Rich Wilkie, Landscape Architect Team Leader for districts 4, 6, 7, said he recommended the removal of that tree. *Tyler Oyler & Lauren Beacham, 700 W. Main St.* - expressed concern for new town sidewalks in relation to a historical fence they just restored. The fence foundation is attached to the brick sidewalks that will be ripped out. They would like to know who will bear responsibility for damage to fence foundation if it occurs. John Gover (SHA) stated there is a preconstruction survey for home foundations and fence foundations. The damaging of any foundation is the responsibility of the contractors. The contractors will contact residents and take pictures. *Donald Sonn, 2 W. Main St.* - would like to have contractor's schedules for client parking and overflow parking. Ed Poffenberger (SHA) reported SHA is still waiting for contractor schedules, but as soon as it's received residents will be notified. In addition, Sherry Waselchalk will have a field office on Creamery Road for questions. Commissioner O'Donnell inquired about getting a visual graphic to show the location/date of work. Commissioner Sweeney recommended

putting the graphic in the old town office window and using the pool parking lot for overflow parking. *Bob Ott, 5 W. Main St.* - would like to know if the businesses will have handicap ramps installed. John Gover (SHA) said if it's an existing handicap entrance it will be maintained; SHA will not install new non-existing ramps. If the business puts a handicap ramp in now, it will be maintained. *Jim Hoover, 706 W. Main St.* - wants to maintain accessibility on property. Joseph Gentile (SHA) stated the curb will be 3 inches high, the sidewalk will be 5 feet wide, there will be no parking in front of property, but the slope will be tied into the accessibility. *June Hardman, 807 W. Main St.* - does not understand map/letter she got. Joseph Gentile (SHA) clarified the letter is proposing to build a new sidewalk/curb in front of her property and it should not impact parking. *Dr. Mike Hargadon 7-9 E. Main St.* - concerned about PVC pipes concreted into his basement. If the pipes get damaged during construction, his basement could be flooded. He would also like to know the extent pedestrian traffic will be impacted. John Gover (SHA) mentioned Sherry Waselchak and the contractor will meet with Dr. Hargadon about the PVC pipes. Ed Poffenberger (SHA) said it should only take about 2-3 days and a schedule will be given. *Donald Sonn, 2 W. Main St.* - wants to know if there will be new parking meters. Ms. Willets stated the town is researching new meters, but the town will probably keep what it has for now. A new meter is about \$15,000. *Harold Craig, 101, 103, 105 W. Main St.* - wants to know what will happen in front of his house. Joseph Gentile (SHA) stated trees will be replaced and a new sidewalk will be put in. Commissioner Buckman expressed desire to have a blue road stripe from the Doughboy Statue to Jubilee to show support for service members (officers, etc.). Sam DeLaurance (SHA) stated SHA is looking into it because there are certain Maryland State Vehicle Laws that establish guidelines for road lines, but he will let the town know if anything changes. Mayor Briggs thanked the SHA and looks forward to having sidewalks connecting the town in spring 2018.

Agenda #2- Human Resource Presentation on Performance Evaluations and Staff Salaries: Presented by Amanda Haddaway, HR Consultant for the Town (PowerPoint attached). Ms. Haddaway stated many organizations are moving away from a numeric performance review system to a goal oriented system because it helps employees grow and understand expectations. Ms. Haddaway is requesting the Boards approval for the new performance evaluation which will replace the form listed in Ordinance 2.50.020. Commissioner O'Donnell expressed concern over the draft performance review question "what were your goals this past year? Did you achieve these goals? If not, why?" Commissioner O'Donnell would like to ensure unobtainable goals that employees have no control over will not cause reprimanding. Ms. Willets stated the proposed form holds both ends accountable. Commissioner O'Donnell would like modification to the "what are your goals?" section.

**Motion: Motion to accept the Town Staff Performance Evaluation with modifications as presented.**

Motion by Commissioner Ritz III, second by Commissioner Blanchard.

**Vote: 4-0 in Favor.** Commissioner Buckman absent.

*Staff Salaries:* Ms. Haddaway stated the compensation matrix is currently 12x12 (144 options), which she believes is too complicated for the current staff size of about 20 employees. Ms. Haddaway would like permission to create a new compensation matrix based on salary benchmarking, determine where employees fall on the new matrix, and develop a new compensation philosophy based on market rates. Commissioner Sweeney stated it would be difficult for the town to compete with other larger municipalities without raising taxes. Ms. Willets stated this process was initiated because the Board had asked for salary chart information during a closed budget meeting. The current problem is once you hit step 12 in the current chart you cannot grow anymore. Commissioner O'Donnell expressed concern with raising salary rates but not increasing responsibilities and the raise of taxes that would coincide. He stated scale switching should only occur if an employee pursues more education or they grow in their responsibilities. The Board would like a modified compensation matrix with larger bands without comparing current salaries to other municipalities.

**Administrative Business**

- Update on the Emmitsburg Dog Park: Sue Cipperly, Town Planner, presented the updates on the Emmitsburg Dog Park. Ms. Cipperly stated the town is looking at an 80 x 200 ft. and an 80 x 150 ft. size with a section for large and small dogs. A request for proposal will be completed for brush clearing and construction (i.e. fencing, gravel, etc.). There are POS funds for \$13,000 that will be used for basic construction. There is a brochure the town would like to use for fundraising to purchase dog park amenities. The Mayor is reaching out to businesses for donations. Commissioner O'Donnell complimented Madeline Shaw, Town Clerk, on the brochure design.

**Motion:** To support the Emmitsburg Dog Park Campaign fundraising and social media promotion.  
Motion by Commissioner Blanchard, second by Commissioner Sweeney.

**Vote: 4-0 in Favor.** Commissioner Buckman absent.

- Town Pool Upgrades for Consideration: Cathy Willets, Town Manager, presented the upgrades for consideration. The items she reviewed...

- New LED in-pool lighting (8 lights): \$13,200
- New diving board with stand and required safety handrails: \$5,250
- Closed vortex slide with ladder: \$27,500
- Closed vortex slide with steps: \$36,500.

Ms. Willets mentioned only 2 slides were approved by the Health Department. If a new diving/sliding board is added, there will be the additional charge of removing/replacing concrete at \$15 a sq/ft. The Board determined to pursue pool lighting and to pursue a diving board at a later time.

- Proclamation: April as National Child Abuse Prevention Month: Cathy Willets mentioned the Frederick County Child Abuse Advocacy Center would like to make April Child Abuse Prevention Month. The center would plant blue pinwheels in front of the Emmitsburg Community Center and speak at the April 3<sup>rd</sup> Town Meeting.

**Motion:** To accept the proclamation making April National Child Abuse Prevention Month.  
Motion by Commissioner Blanchard, second by Commissioner Ritz III.

**Vote: 4-0 in Favor,** Commissioner Buckman absent.

#### **Consent Agenda:**

Appointment of Carolyn Miller and Martin Miller to the Parks and Recreation Committee, 03/15/2017 - 03/15/2019.  
**Vote 4-0 in Favor,** Commissioner Buckman absent.

#### **Treasurer's Report:**

Commissioner Blanchard presented the treasurers report as of February 28, 2017 (exhibit attached). He mentioned Make N' Waves is at the top of the report, but this expense was already known.

#### **Planning Commission Report:**

Sue Cipperly, Town Planner, stated the Seton Center site plan was reviewed and has a few approvals pending, but the project should be fully approved in about a month. Commissioner Sweeney stated the new center will have new parking, new bike racks, will be within the town limits, and the new SHA sidewalks will lead to the building.

## **II. Agenda Items Continued**

Agenda #3- Revisit Park Pavilion Policy: Ms. Willets stated a new park pavilion policy was approved at the December 6th Town Meeting. The new policy charges residents \$75 (\$25 refundable) and non-residents \$125 (\$25 refunded) for park pavilion use. There were several concerns from non-profits about the fee. The town researched possible options and it appears as if most municipalities waive the fee completely for non-profits. Ms. Willets mentioned there are two options: waive the fee or reduce the charge. Ms. Willets recommends non-profits pay a fee if the event is a fundraiser or an event fee is charged by the nonprofit. Ms. Willets stated a deposit would still be required, and the amount would be refunded if the park is left in good condition.

**Motion:** To update the policy as presented related to non-profits.

Motion by Commissioner Blanchard, second by Commissioner Sweeney.

**Vote: 4-0 in Favor,** Commissioner Buckman absent.

Agenda #4- Emmit Garden Playground Site and Equipment Consideration: Ms. Willets stated the town has a Project Open Space (POS) grant for \$10,000. Commissioner Blanchard recommends placing a small tot lot on a raised area in the northeast section of the proposed site. Commissioner Ritz III expressed concern over a manhole in-between the future water treatment plant and playground area. He also inquired about putting a soccer field in the town, perhaps behind the Emmitsburg Community Center. The area needs to be graded. He would like to see a proposed budget. In regards to the Emmit Garden's playground, there are no other locations. Commissioner O'Donnell said the priority is the highest ground while observing the nearby road. There is no space for other amenities.

**Motion:** To proceed with the Emmit Garden's potential play area as presented.  
Motion by Commissioner Ritz III, second by Commissioner O'Donnell  
**Vote: 4-0 in Favor**, Commissioner Buckman absent.

**Set Agenda Items for April 3, 2017 Town Meeting**

1. Livable Frederick Presentation to Board
2. Child Abuse Awareness Presentation by the Child Advocacy Center
3. MML Public Works Mutual Aid Agreement & Resolution
4. Staff presentation on comprehensive energy plan
5. Emmitsburg Multiuser Trail 2018 Proposal
6. Administrative business: Pool Lighting
7. Administrative business: AMVET "Because We Care" Proclamation

**IV SIGN APPROVED TEXT AMENDMENTS AND/OR RESOLUTIONS**

**V Adjournment**

With no further business, the March 6, 2017 Town Meeting was adjourned at 10:00 p.m. EST.

Respectfully submitted,

Madeline Shaw  
Town Clerk

Approved:

**B. POLICE REPORT:** Presentation by deputies at the meeting.

## C. TOWN MANAGER'S REPORT

**Town Manager's Report  
February 2017  
Prepared by Cathy Willets**

Streets:

- Repaired some street lights
- Repaired some street signs & post around Town
- Put hidden driveway sign up on East Lincoln Ave @ south St Joseph's lane

Parks:

- Contractor replaced the dugout roof's at field #3 in Community Park, & field #5, & field #6 in Memorial Park
- Contractor replaced a section of fence & double gate at field #7 in Memorial Park & a couple sections of fence at field #3 in Community Park
- Dug up water line in front of the Community Park restroom building looking for leak & to locate shut off to the yard hydrant at pavilion. Did not locate leak or shut off.
- Dug up water line to yard hydrant at Community Park pavilion & installed a shut off valve. Backfilled, seeded, & mulched
- Repaired some post & cable in Community Park
- Dug up & repaired PVC pool drain pipe outside of pool fence about 30' down from double gates.
- Put down some millings on Community Park rd from Cedar Ave to the Babe Ruth parking lot at field #3
- Did monthly park maintenance check on equipment, ball fields, pavilions, etc
- Repaired some playground equipment in parks.
- Removed some graffiti from Memorial Park playground equip

Water:

- Rainbow Lake is .8 below the spillway level (normal is 16.6 feet).
- The roughing filters are being backwashed two times a day and the DE filters are being done two to three times per week.
- Our wells are now on average 39.25' below their May 2011 levels
- Water production and consumption. We produced an average of 299,888 GPD. We consumed an average of 282,388 GPD.

The difference is "Backwash Water" ... (11.20%).  
We purchased 380,150 gallons of water from MSM this month.

- 41.3% of this water came from wells.
- 4.3% of this water came from Mt. St. Mary's.
- 54.6% of this water came from Rainbow Lake.

Wastewater:

- We received about 1.9" of precipitation this month (the average is 2.72").
  - We have a precipitation **DEFICIT** of 5.74" over the last six months. The average precipitation for the period from September 1 through February 28 is 20.52". We have received 14.8" for that period.
- Wastewater Treatment:
  - We treated an average of 473,000 GPD (consumed 282,388 GPD) which means that 40.2% of the wastewater treated this month was "wild water".
  - We had no spills of untreated sewerage in the month of February.
  - We did not exceed the plant's design capacity in the month of February

**Trash:** Trash pickup will remain Mondays for the remainder of the month of April

**Meetings Attended:**

- 02/01 Met with Mayor and Cole to review audit presentation
- 02/02 Met with Town Planner on square project update/status
- 02/02 Met with Staff and Leak Detection specialist
- 02/03 Met with Mayor
- 02/06 Attended Town Meeting
- 02/07 Met with Mayor, Town Planner and prospective business owner
- 02/08 Met with United Way
- 02/09 Conducted a Department Head Meeting and Support Staff meeting
- 02/10 Met with the Mayor
- 02/13 Attended Town Meeting
- 02/14 Met with Mayor
- 02/14 Met with representatives from MSM
- 02/15 Attended quarterly budget meeting with staff
- 02/15 Met with Mayor, Town Planner and Town Clerk to review ongoing projects
- 02/17 Met with Town Planner, Mayor and SHA staff about square project
- 02/17 Conference call with Town Accountant and Potomac Edison re solar
- 02/17 Met with Mayor, Town Planner and prospective realtor/owner on new residential construction
- 02/20 Met with Town Planner and GIS company
- 02/20 Met with Town Accountant re solar
- 02/20 Met with staff regarding water and meters
- 02/21 Met with Mayor
- 02/22 Met with Mayor and Town Accountant re quarterly budget update
- 02/23 Met with Mayor, Town Clerk and County representatives about community center usage
- 02/23 Met with Town Accountant and Clerk to begin sustainable energy presentation
- 02/27 Met with Mayor

**PARKING ENFORCEMENT REPORT**  
**February 2017**

**Overtime Parking: 88**  
**Restricted Parking Zone: 3**  
**Parked in Crosswalk:**  
**Parked on Sidewalk: 1**  
**Parked Blocking Road:**  
**Parked by Fire Hydrant:**  
**Parked on Highway:**  
**Failure to Park between Lines: 1**  
**Other Violation:**  
**Left Side Parking: 2**  
**Meter Money: \$978.47**  
**Parking Permits: \$230.00**  
**Meter Bag Rental: \$12.00**  
**Parking Ticket Money: \$725.00**  
**Funerals: 1**

**Total: \$ 1,945.47**

## D. TOWN PLANNER'S REPORT

**Town Planner's Report  
February 2017  
Prepared by Sue Cipperly**

1. Attended Planning Commission Meeting February 27, 2017  
Attended project/issues meetings with Mayor Briggs, Cathy Willets, Town Manager, and other staff.  
Attended Department Head meeting on Feb. 9, 2017.
2. Enforcement - with Amy Naill:
  - Sent letters to property owners where there are abandoned property issues. Real progress has been made regarding this issue, due to persistent follow-up.
3. State Highway Administration:
  - Flat Run Bridge
    - Continued coordination with State Highway representatives, including notification of any upcoming shoulder closure/flaggers via Ch.99 and website.
  - Square revitalization project
    - Coordinated with SHA and town departments re square elements, financial aspects.
    - Provided oversight for town mailing of notifications to SHA address list for sidewalk work.
    - Met with Romano project manager to discuss scheduling items.
4. Community Legacy grants:
  - Tracked local project reimbursement requests with DHCD.
  - Kept track of progress for existing projects.
  - Provided information to potential grantees. Conferred with one roofing contractor.
  - Reviewed Town/DHCD agreement and returned it after mayor signed it.
5. Dog Park - Provided information to mayor and manager re costs and fundraising opportunities, then provided info to town clerk for brochure.
6. Permits - processed permits and/or provided information regarding requirements. U&O issued for Blue Line Construction in Seton Square (new in town).
7. Planning Commission meeting Feb. 27. Seton Center site plan given conditional approval. Next meeting is April 24.
8. Provided revised job description per request of town clerk.
9. Spoke with potential new business owner for Main Street. Spoke with mayor, town manager, realtor and property owner regarding marketing remaining Southgate lots.
10. MDOT Bikeways grant - Provided grant agreement copies to mayor for signature. Finalized RFP for feasibility study with MDOT and advertized. Submittal date is April 12, 3:30 p.m.
11. Met with GIS consultant Advanced Land and Water Inc., Cathy Willets, Dan Fissell, and Jim Click re-status of our GIS system. They will provide proposal for next FY.

**E. COMMISSIONER COMMENTS**

**F. MAYOR COMMENTS**

**G. PUBLIC COMMENTS**

## H. ADMINISTRATIVE BUSINESS

### I. Pool Lighting: Presentation by town staff.

#### COMAR 10.17.01.32

#### **Illumination of Water, Deck, and Walkway.**

This section states the following: An owner shall ensure that an indoor recreational pool, semipublic pool, or public spa, or one used during nighttime, is provided with:

A. Even illumination of the water, deck, and walkways;

B. Illumination of the water and deck that is:

(1) A combination of underwater lighting and deck lighting so that the:

(a) Underwater lighting yields at least 0.5 watt per square foot of water surface area, and

(b) Deck lighting yields at least 0.6 watt per square foot of required deck area or at least 15 footcandles; or

(2) Overhead lighting yielding at least 2 watts per square foot of required deck area or at least 20 footcandles of light that is directed onto the deck and the water surface so that the entire pool or spa bottom is clearly visible;

C. Lighting that minimizes reflection from the water surface so that the visibility of the pool or spa bottom is not obscured; and

D. Walkway lighting yielding at least 15 footcandles of light.

#### Price:

**Pentair Intellibrite LED Pool Light-** installation of light and fixture, running electric from pool to the mechanical room. *\*\*Price does not include any electrical adjustments needed in the mechanical room to accommodate the wiring of the new lights. Price is per light needed in the pool.*

This pool will require approximately (8) lights: \$1,650 a light x 8 = \$13,200.

**ADMINISTRATIVE BUSINESS CONTINUED**

**II. Proclamation: AMVET “Because We Care”**

***Proclamation***  
**Because We Care Day**  
**April 5, 2017**

WHEREAS, thousands of veterans of America’s armed forces have served this nation in times of peace and war and, in so doing, have thereby assured the safety and prosperity of all Americans; and

WHEREAS, annually more than a million veterans nationwide enter Department of Veterans Affairs medical facilities for medical care; and

WHEREAS, these hospitalized veterans, who yet bear the physical and emotional scars of war, have most surely earned our gratitude for the many personal sacrifices they have made on our behalf; and

WHEREAS, the veterans organization, which is proudly known to our town as AMVETS, generously contributes time and effort to the welfare of all veterans and urges all Americans to remember these hospitalized men and women on this day and throughout the year; and

WHEREAS, we wish to express our gratitude and sincere appreciation for the sacrifices made by our men and women in uniform,

NOW, THEREFORE, BE IT PROCLAIMED, that the Mayor and Council of the Town of Emmitsburg, Maryland do hereby proclaim Wednesday, April 5, 2017, *Because We Care Day* in the Martinsburg VA Medical Center and do, therefore, call upon all citizens to pay tribute to hospitalized veterans on this day and each day of the year.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Donald N. Briggs  
Mayor

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Timothy O’Donnell, President  
Board of Commissioners

**ADMINISTRATIVE BUSINESS CONTINUED**

**III. Catoctin High School Addiction Awareness Event:** Presentation by Ed Schildt.

***“An Introduction to the Enemy”***

**April 12, 2017 at 7:00 pm  
Catoctin High School  
Auditorium**

This performance is not recommended for children under the age of 13.

Produced by: Shannon Garrett, LGSW, LCADC

Sponsored by: Catoctin PTSA and CHRIS for Family Support in Recovery  
(Facilitated by Ed and Karen Schildt)

**ADMINISTRATIVE BUSINESS CONTINUED**

**IV. Waynesboro Pool Rates Offer:** Presentation by Commissioner Buckman.



*The Borough of Waynesboro*

OFFICE OF BOROUGH MANAGER

55 EAST MAIN STREET, P.O. BOX 310  
WAYNESBORO, PENNSYLVANIA 17268  
(717) 762-2101 TELEPHONE  
(717) 762-4707 FAX

[www.WAYNESBOROPA.ORG](http://www.WAYNESBOROPA.ORG)

March 8, 2017

Town of Emmitsburg  
ATTN: Elizabeth Buckman, Commissioner  
300A S. Seton Avenue  
Emmitsburg, MD 21727

Dear Commissioner Buckman:

Per our conversation on March 7, 2017 regarding renovations of your town pool, in the spirit of municipal cooperation, I am pleased to offer residents of the Town of Emmitsburg the same rates at Northside Pool as are provided to Waynesboro residents. This will apply to both season memberships and daily admissions for the 2017 season.

If I can ever be of further assistance, please do not hesitate to contact me.

Sincerely,

Jason B. Stains  
Borough Manager

**I. CONSENT AGENDA**

**II. Board of Appeals (3-year term)**

Appointment of Wayne Slaughter to the Board of Appeals  
 Term: 04/15/2017 to 04/15/2020

**III. Board of Appeals (3-year term)**

Appointment of Patrick Joy to the Board of Appeals  
 Term: 04/15/2017 to 04/15/2020

**J. TREASURER REPORT**

**Town of Emmitsburg**  
**CASH ACTIVITY as of March 28, 2017**

\$4,835,116	Cash Balance March 1, 2017
42,021	Deposits
<u>-146,063</u>	Withdrawals
\$4,731,074	Operating Balance Forward

<u>Check Amount</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Date</u>	<u>Check Number</u>
\$20,561	MD Dept of Bud & Mgmt	Feb 17 Health Insurance	03.01.17	36829
20,000	Make n Waves, Inc.	Pool Contract Deposit	03.01.17	36828
14,111	GDF Suez Energy Resources	500,000 Gas Steel Tank - Annual	03.08.17	36857
8,853	UGI Energy Services	Feb 17 Solar Field #1	03.15.17	36881
8,516	UGI Energy Services	Feb 17 Solar Field #2	03.15.17	36881
5,901	Republic Services	Mar 17 Refuse Services	03.15.17	36862
5,405	Team Service Corp	100 HP Benshaw VFD Repair	03.22.17	36900
4,892	UGI Energy Services	Jan 17 Solar Field #1	03.15.17	36881
4,262	Capital Tristate	Poles - Fixtures	03.01.17	36817
3,608	Frederick County DUSWM	Feb 17 Tipping Fees	03.08.17	36842

*Ck dates 03.01.17 to 03.28.17*

**K. PLANNING COMMISSION REPORT:** Presentation at the meeting.

**L. AGENDA ITEMS:**

**I. Livable Frederick Presentation:** Presentation at meeting by Mike Paone.

**AGENDA ITEMS CONTINUED:**

- II. Child Advocacy Center of Frederick County:** Presentation at meeting by Lynn Davis, Director, and Kristen Dunn, Forensic Interviewer.



**AGENDA ITEMS CONTINUED:**

- III. MML Public Works Mutual Aid Agreement & Resolution:** Presentation at meeting by town staff.

Mutual Aid Agreements are a vital tool for response and recovery efforts of every jurisdiction.

The Maryland Municipal Public Works Officials Association (MMPWOA) partnered with the Maryland Municipal Attorneys Association (MMAA) to create an agreement specifically designed to meet the needs of municipality public works departments during an emergency or natural disaster such as a fire, flood, earthquake, ice storm, severe weather, etc. Through this agreement, Emmitsburg would provide additional public works personnel, equipment and/or material assistance to neighboring municipalities in need during a catastrophic event.

If Emmitsburg was also dealing with an emergency, personnel would not be taken away from Emmitsburg.

Being a signatory to this agreement helps ensure that municipalities assisting each other in times of need meet the requirements for receiving compensation from the Federal Emergency Management Agency (FEMA).

**RESOLUTION NO. 17-01R**

**A RESOLUTION  
ADOPTING THE MARYLAND MUNICIPAL LEAGUE'S  
PUBLIC WORKS MUTUAL AID AGREEMENT**

\*\*\*\*\*

**BE IT RESOLVED, ENACTED AND ORDAINED**, this 3rd day of April 2017, 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, do adopt the agreement as put forth in the Maryland Municipal League's Public Works Mutual Aid Agreement.

**WHEREAS**, the Federal Government, by virtue of the Federal Department of Homeland Security through its Federal Emergency Management Agency, has recommended and actively encourages the formation of mutual aid agreements between local jurisdictions and/or taxing districts for reciprocal disaster response and recovery assistance; and

**WHEREAS**, the State of Maryland, by virtue of directives from the Governor through the Maryland Emergency Management Agency and the State of Maryland Core Plan for Emergency Operations has fully endorsed the formation and execution of such mutual aid arrangements between public agencies and political subdivisions within the State; and

**WHEREAS**, in the case of an emergency or disaster that exceeds the resources of the City's Public Works Department it is often desirable and necessary to request additional public works personnel, equipment and/or material from other jurisdictions; and

**WHEREAS**, in the case of an emergency or disaster that exceeds the resources of another municipality's Public Works Department it is often desirable and appropriate that the City provide public works personnel, equipment and/or material assistance to that municipality; and

**WHEREAS**, the Mayor and Council recognize that such an emergency or disaster is likely to arise and desire to agree in advance to a system of mutual aid and assistance to meet such a situation, and at the same time to allocate risk and responsibility; and

**WHEREAS**, it is in the public interest to enhance, foster and maintain a positive working relationship with other local governments as part of the City's emergency management plan.

**WHEREAS**, the Maryland Municipal Public Works Association has developed an agreement for the purpose of establishing a mutual aid and assistance plan, a copy of which is attached; and

**WHEREAS**, the Mayor and Board of Commissioners have determined that it's in the public interest that the City enter into such an agreement.

**NOW, THEREFORE, BE IT RESOLVED**, the Mayor and Board of Commissioners of the Town of Emmitsburg, Maryland agree to enter into a Public Works Mutual Aid Agreement, in substantially the form attached, and that the Town Manager, Cathy Willets, is hereby authorized to sign said Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, the Mayor and Board of Commissioners of the Town of Emmitsburg, Maryland agree to enter into a Public Works Mutual Aid Agreement, in substantially the form attached, and that the Town Manager, Cathy Willets, is hereby authorized to sign said Agreement.

**BY ORDER:** this 3<sup>rd</sup> day of April 2017, I hereby certify that Resolution Number 17-01R is true and correct duly adopted by the Mayor and Board of Commissioners of the Town of Emmitsburg.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017  
by a vote of \_\_\_\_\_ for, \_\_\_\_\_ against, \_\_\_\_\_ absent, and \_\_\_\_\_ abstain.

ATTEST:

EMMITSBURG BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Madeline Shaw, Town Clerk

\_\_\_\_\_  
Timothy O'Donnell, President

**MAYOR**

\_\_\_\_\_ APPROVED    \_\_\_\_\_ VETOED

this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Donald N. Briggs, Mayor

**THE MARYLAND MUNICIPAL PUBLIC WORKS ASSOCIATION  
PUBLIC WORKS MUTUAL AID AGREEMENT**

**THIS AGREEMENT** is entered into this 3<sup>rd</sup> day of April, 2017, by and between the undersigned municipalities, hereinafter collectively referred to as the "municipalities" or the "Parties".

**WHEREAS**, the staff of the Department of Public Works of the Parties are charged with providing public work services to the residents within their respective jurisdictions; and

**WHEREAS**, the Federal Government, by virtue of the Federal Department of Homeland Security through its Federal Emergency Management Agency, has recommended and actively encourages the formation of mutual aid agreements between local jurisdictions and/or taxing districts for reciprocal disaster response and recovery assistance; and

**WHEREAS**, the State of Maryland, by virtue of directives from the Governor through the Maryland Emergency Management Agency and the State of Maryland Core Plan for Emergency Operations, has fully endorsed the formation and execution of such mutual aid arrangements between public agencies and political subdivisions within the State, and

**WHEREAS**, in the case of an emergency or disaster arising within the jurisdictional limits of a signatory municipality hereto, it is often desirable and necessary to require additional public works personnel, equipment and/or material, beyond that which each individual public works department is able to furnish from its own resources, to combat such an emergency or disaster, and

**WHEREAS**, the signatory municipalities hereto recognize that such an emergency or disaster is likely to arise and desire to agree in advance to a system of mutual aid and assistance to meet such a situation, and at the same time to allocate risk and responsibility among themselves, and

**WHEREAS**, it is the mutual desire of each of these municipalities to enhance, foster and maintain the positive working relationship currently existing between them.

**NOW THEREFORE**, in consideration of the foregoing premises and other covenants and conditions herein contained, the adequacy and sufficiency of which is hereby acknowledged, the Parties, by their undersigned officials, do hereby agree as follows:

**ARTICLE I -DEFINITIONS**

1. **REQUESTING PUBLIC WORKS DEPARTMENT** - This term shall collectively refer to the Party, its authorized agents, employees, volunteers, officers, representatives and servants which requests or requires additional public works resources to combat an emergency or disaster within its jurisdictional limits.

2. RESPONDING PUBLIC WORKS DEPARTMENT – This term shall collectively refer to the Party, its authorized agents, employees, volunteers, officers, representatives and servants from whom aid or assistance is requested.
3. PUBLIC WORKS RESOURCES – This term shall refer to any personnel, equipment or material, employed or owned by the political subdivision or public agency, used in the performance of public works activities.
4. DISASTER– This term shall mean an occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural, technological or manmade cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill or water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot or hostile military or paramilitary action.
5. EMERGENCY -This term shall refer to any situation that requires immediate response by the jurisdiction's first response departments or agencies to save lives, protect property and public health, or to lessen or avert the threat of a disaster. This includes but is not limited to a major disaster or emergency declared by the President, a state of emergency declared by the Governor of the State of Maryland, or the declaration of a local emergency by the chief operating officer of a municipality, or their designees.

## **ARTICLE II- SCOPE OF AGREEMENT**

1. The Governor of Maryland's Homeland Security Declaration #5 (HSD5) provides, in part, that the governing body of any municipality may enter into reciprocal agreements in order to establish and carry into effect a plan to provide mutual aid through furnishing of the services of its public works staff together with all necessary equipment in the event of an emergency, disaster or terrorist threat situation as provided in the Federal Homeland Security Act of 2002, Presidential Directives HSD 2 through HSPD 12 and the Governor of Maryland's Homeland Security Directive #2 (HSD2). Article 23A, Section 8C, of the Annotated Code of Maryland also authorizes municipal corporations in Maryland to lend or provide the use of tools, vehicles, implements, materials, consultants, services and other assistance to another political subdivision for public purposes that are of benefit to the municipal corporation and the other political subdivision.
2. Pursuant to authorities stated in Article II, Section 1, above, the undersigned, as the governing bodies, have determined by their adoption of this Agreement that when an emergency or disaster situation exists and the Department of Public Works for any or all of the Parties, shall have committed, or shall foresee the need to commit, all of their readily available resources to provide reasonable and responsive action to any present or future incident or event, the mutual aid provided herein may be utilized.

### **ARTICLE III – JURISDICTION**

1. In the event of an emergency or disaster, public works staff from the responding public works agencies shall take operational direction from the senior public works official, or his or her designee, of the requesting jurisdiction through the designated representatives of the responding agencies while operating within the jurisdictions of any other signatory municipality.
2. Mutual aid may be provided under this Agreement when an emergency or disaster situation arises and the public works department of a signatory municipality shall have committed, or shall foresee the need to commit, all of its readily available resources to any present or future incident or event.

### **ARTICLE IV - AUTHORITY**

1. Pursuant to the legislative action approving this Agreement the undersigned, as the governing bodies, as confirmed by the Municipal Resolutions or Ordinances attached hereto, and in accordance with the Governor of Maryland's Homeland Security Directive #5 (HSD5) and Article 23A, Section 8C, of the Annotated Code of Maryland, and by the execution of this Agreement, the public works staff of each signatory municipality shall comply with the following procedures with respect to public works operations and actions within the jurisdiction of any other signatory municipality during any emergency or disaster situation.
2. All calls for service concerning emergency or disaster situations having occurred or presently occurring within the jurisdiction of a public works department of a signatory municipality shall be refined to that department.
3. Pursuant to the terms of this Agreement, public works staff of the public works department of any signatory municipality will function in their normal work descriptions and capacities within the jurisdiction of the public works department of any other signatory municipality in emergency or disaster situations. The designated senior public works officials of the responding public works departments will coordinate with the senior public works official of the requesting public works department to ensure that appropriate and available staff, equipment and/or material is rendered for the most effective recovery from the emergency or disaster.
4. The requesting public works department shall make a joint request for reimbursement on behalf of itself and all responding public works departments, when appropriate, to County, State, Federal or private agencies under a declaration of a State of Emergency or when otherwise available. All documentation required for incident management and reimbursement shall be done in the format, manner and timeliness prescribed by their requesting public works department.

5. Pursuant to the terms of this Agreement, no public works staff of the public works department of a signatory municipality shall engage in any operations or service provision within the boundaries of any other signatory municipality not associated directly with the emergency or disaster for which assistance has been requested. Each public works department must forward copies of any documentation regarding staff, equipment or materials used, or caused to be used, within the jurisdiction of any other signatory municipality to the public works department of that municipality in accordance with the reporting provisions of Article IV, subsection 4 of this Agreement.
6. The requesting public works department shall attempt to use direct radio communications with the responding public works department or departments, if the technology exists and is operational. In the absence of direct radio communications, responding public works staff shall communicate directly with their respective communications centers that in turn shall communicate directly with the requesting public works department's communication center.

#### **ARTICLE V - USE OF RESOURCES**

1. Pursuant to the terms of this Agreement, the senior, on-duty public works official of a public works department of a signatory municipality in charge of any emergency or disaster situation within that jurisdiction is authorized to determine the need for additional public works resources in an emergency or disaster.
2. Once the determination of the need for additional public works resources has been made, said official may request from the senior on-duty public works official of any other public works department of a signatory municipality such resources as may be necessary and available to meet the need. Whenever possible, this request shall be in writing.
3. Pursuant to the terms of this Agreement, the Public Works Director or designee of any public works department of a signatory municipality may determine the need for additional public works resources as may be necessary for any future emergency or disaster situation within that jurisdiction.
4. Once the determination of the need for additional public works resources as may be necessary to address any future emergency or disaster situation has been made, said official may request from the Public Works Director of any other signatory public works department such resources as may be necessary and available to meet that anticipated future need. This request shall be in writing.
5. When a request for aid is made under this Agreement, the Public Works Directors of the responding public works departments of signatory municipalities have the responsibility, the terms of this Agreement notwithstanding, to determine the extent of aid available from their departmental resources which are not required for adequate protection or regular day to day operations of their own jurisdictions.

6. In the event that a request for additional public works resources is made pursuant to Article V, Sections 2 or 4 of this Agreement, the following procedures shall be followed:
  - a. All requests for resources shall include:
    1. The name and position of the public works official making the request,
    2. The nature and location of the emergency or disaster,
    3. The number and type(s) of personnel requested,
    4. The type(s) of equipment and/or material needed, and
    5. The name, title and location of the public works official to whom assisting personnel shall report.
  - b. The public works official receiving such a request shall communicate the request immediately to that official's Public Works Director or designee, who shall consider the circumstances of the request and the capability of the Director's department to provide the requested assistance. If the Public Works Director determines that the request can be met, the Director shall provide such assistance, including necessary personnel, equipment and/or material, as is consistent with the request, and shall promptly notify the requestor of the number of personnel, and the amount and type of equipment and/or material being provided.
  - c. If a Public Works Director or designee who receives a request determines that the request cannot be met, the Director has the absolute right to refuse any public works assistance to the requesting department consistent with the responding department's primary responsibility of providing emergency assistance and routine day to day operations to the responding department's own jurisdiction. Such decision shall be final.
  - d. Nothing contained herein shall be construed to impose a duty on the public works department of any signatory municipality, its staff, employees or agents, to provide public works resources to a requesting public works department under the terms of this Agreement, and no liability shall attach for a failure to do so. In addition, once public works resources have been provided, no liability shall attach for withdrawing such resources, or portions thereof, which withdrawal shall be in the sole and unfettered discretion of the responding public works department.
  - e. Subject to Article IV of this Agreement, assisting personnel from the responding public works department, together with their equipment and/or materials, shall be under the sole control and direction of the responding public works department. The responding public works department shall designate a representative on the scene to exercise that control and direction including the absolute discretionary right to remove such resources from the emergency or disaster site at any time, but shall not so withdraw the aid without first orally notifying the requesting public works department. All operational directives issued by the requesting public works department on the scene of the emergency or disaster shall be communicated through the responding public works departments' designated representatives.

- f. The use, deployment, direction and control of resources under this section shall generally conform to the applicable related sections for the most current version of State of Maryland Core Plan for Emergency Operations.
7. No public works department of a signatory municipality shall send any personnel or other assistance to an incident or event in another signatory municipality unless it is expressly requested pursuant to this Agreement.
8. The public works department of each signatory municipality shall maintain an up-to- date list of available personnel, equipment and material resources which shall be attached as an appendix to this Agreement.

#### **ARTICLE VI - MISCELLANEOUS PROVISIONS**

1. Notwithstanding the provisions of this Agreement, nothing herein shall prevent the Public Works Directors of each of the Parties from mutually agreeing upon such operational arrangements or establishing such procedures as may be necessary to carry out the intent of this Agreement.
2. The Public Works Department of any Party, upon receiving any written complaint against its personnel from any other signatory municipality for failure to comply with this Agreement, shall take the necessary action to ensure compliance and, where appropriate, to notify the initiator of the complaint of any action taken as a result of such complaint.
3. A central file shall be maintained by each Public Works Department documenting all actions taken within any other signatory municipality's jurisdiction. The Public Works Directors for the Parties shall meet at least once annually to review actions taken under this Agreement and make such recommendations as may be authorized by their respective municipalities required to advance the goals of this agreement in accordance with applicable directives, regulations and laws.
4. Each public works department of each signatory municipality shall provide the others with sufficient copies of all manuals, directives, memoranda, training bulletins and any other materials necessary to assist the public works staff of each department in the delivery of its public works services and preparation of written reports pursuant to the terms of this Agreement. All such materials should be updated when necessary to keep the other public works agencies informed of changes in procedure.
5. Each signatory municipality to this Agreement:
- a. Assumes responsibility and liability for the acts and omissions of that municipality's public works staff, agents and employees when acting as a requesting public works department or a responding public works department under this Agreement, and, except in the case of gross negligence or intentionally wrongful conduct, waives any and all claims against all other signatory municipality to this Agreement for injury or death to persons or damage to property which may arise out of the activities of any of the public works staff, agents and employees of signatory municipality under this Agreement and,

- b. Agrees to indemnify and save harmless the other signatory municipality to this Agreement, and their respective officials, employees and agents, from all claims by third parties for property damage or injury or death to persons which may arise out of the activities of that municipality's public works department's staff, employees and agents; provided, however, that the municipality need not save harm less and indemnify the another signatory municipality if (1) the other municipality or its public works department does not cooperate in defending against claims by third parties, or (2) the third party claims arise out of the grossly negligent or intentionally wrongful act or omission of the other municipality's staff, employees or agents. The provisions of this Section 5.b. shall in no way be construed to constitute a waiver of any immunity or defense to which any municipality or person may be entitled or enjoy or to the protections of §5-301, *et seq.*, of the Local Government Tort Claims Act, Courts and Judicial Proceedings Article of the Annotated Code of Maryland.
- c. Shall make no claims for expenditure regarding any actions taken or services received pursuant to this Agreement against any other signatory municipality, except where a joint request for reimbursement is made to County, State, Federal or private agencies under a declaration of a State of Emergency.
6. The signatory municipalities acknowledge that their public works staff, agents and employees, when acting pursuant to the authority of this Agreement beyond the territorial limits of the municipality in which they are appointed or employed, at all times remain employees or agents of the municipality in which they are appointed or employed, and are entitled to all applicable immunities from liability and exemptions from laws, ordinances, and regulations and are entitled to worker's compensation, disability, death benefits, life insurance, pension, and other benefits enjoyed by them while performing their respective duties within the territorial limits of the municipality in which they are appointed or employed.

#### **ARTICLE VII - EFFECTIVENESS**

This Agreement shall be in full force and effect upon receipt of a copy of: (1) the resolutions or ordinances adopted by the respective governing bodies authorizing participation in this Agreement, and; (2) a copy of the signature page containing the duly authorized signatures of the named municipal officials thereon. Additional municipalities may become Parties to this Agreement upon receipt of a copy of: (1) the resolutions or ordinances adopted by their respective governing bodies authorizing participation in this Agreement, and; (2) a copy of the signature page containing the duly authorized signatures of the named municipal officials thereon.

**ARTICLE VIII - TERMINATION**

1. This Agreement shall be in effect for a term of one (1) year from the date of signature hereof and shall automatically renew for successive one (1) year terms unless terminated in accordance with this Section.
2. Any signatory municipality may withdraw from this Agreement at any time, at its option, by resolution of its governing body.
3. Copies of such resolution withdrawing from this Agreement shall be provided to the remaining signatory municipalities within thirty (30) business days of its passage and approval.

**IN WITNESS WHERE OF**, this Agreement has been duly executed by the following parties:

**WITNESS**

**MUNICIPALITY**

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

draft

**AGENDA ITEMS CONTINUED:**

- IV. Comprehensive Energy Plan:** Presentation by town staff.

**AGENDA ITEMS CONTINUED:**

- V. Emmitsburg Multiuser Trail 2018 Proposal:** Presentation by Commissioner O'Donnell.

**Proposed 2018 New Trail Construction**

In 2016, the Trail Conservancy was awarded a Recreational Trail Program (RTP) grant in the sum of \$30,000.00 for construction of a new trail addition to the Emmitsburg Multi User Trail. The required 20% RTP grant match of \$6,000.00 will be provided by the Trail Conservancy and through volunteer service hours. At present, over 1,453 volunteer hours have been logged, with a value of \$33,419.00. This means the Town has virtually no fiscal obligation for this project.

The Trail Conservancy, in accord with Town requirements, will hire and supervise a trail construction professional to build a new section for the Town Connector/Orange Trail. This new section will be built with new trail users in mind, featuring modest climbs and a less technical, natural trail surface. Over one mile of trail will be constructed at virtually no cost to the Town.

**Funding Model**

RTP Grant: Managed by Maryland State Highway Administration  
and Trail Conservancy

Volunteer Match: 1,453 hours to date (\$23/hour=\$33,419.00)

Town Costs: Related to interaction time with builder and necessary  
paperwork and research.

### **The Trail Development Process**

- 1- Builder satisfies all federal, state and local requirements related to liability and environmental standards.
- 2- Trail design meets International Mountain Bicycling Association (IMBA) and/or United States Forest Service (USFS) design standards.
- 3- Actions occur with Board approval
- 4- Trail corridor identified
- 5- Line flagged
- 6- Flag line reviewed and adjusted
- 7- Corridor cleared
- 8- Construction starts
- 9- Regular inspections of construction occur as work is in progress
- 10- Construction completion submitted for review
- 11- Final modifications identified and completed
- 12- Final acceptance recommendation AFTER final review

### **Important Related Dates**

06.01.18 -RFP period for vendor review and submission begins  
09.29.18 -RFP period for vendor review and submission closes.  
10.27.18 -TC announces selection of vendor

June 2018- Trail construction begins pending Board approval  
August 2018- Trail construction concludes pending work accepted by Board

**M. SET AGENDA FOR NEXT MEETING: May 1, 2017 @ 7:30pm**

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