



Town of Emmitsburg

Mayor Donald N. Briggs

Board of Commissioners,
Clifford Sweeney, *President*
Timothy O'Donnell, *V.P. & Treasurer*
Joseph Ritz III
Frank Davis
T.J. Burns

Town Manager
Cathy Willets

Town Clerk
Madeline Shaw

**TOWN MEETING AGENDA
SPECIAL MEETING – BOARD WORKSHOP
MONDAY, DECEMBER 16, 2019
7:30 P.M. TO 9:30 P.M.**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. FUTURE MEETINGS

Planning Commission Meeting: Tuesday, December 17, 2019 at 7:30 p.m. (Town Office)
Town Council Meeting: Monday, January 6, 2020 at 7:30 p.m. (Town Office)

4. MEETING ITEMS

A. PUBLIC COMMENTS

B. AGENDA ITEMS (DETAILS ATTACHED)

I. Modification of the Pool House Renovation Contract with Omega Contracting & Consulting, LLC for Consideration.

II. Planning Workshop for Future Economic Development in the Town of Emmitsburg.

C. MODIFICATION OF NEXT MEETING AGENDA: JANUARY 6, 2020

5. ADJOURN

A. PUBLIC COMMENTS

B. AGENDA ITEMS:

AGENDA ITEM I. Modification of the Pool House Renovation Contract with Omega Contracting & Consulting, LLC for Consideration: Presentation at meeting by town staff.

PROJECT FUNDING:

Program Open Space Grant:	\$71,066.00
Required Town Match (25%):	\$23,689.00
Total with Grant:	\$94,755.00

Initial Project Cost (Without Permitting and Plans):	\$66,329.00
Permitting and Plans	+ \$27,811.00
Project Cost (With Permitting and Plans):	\$94,140.00

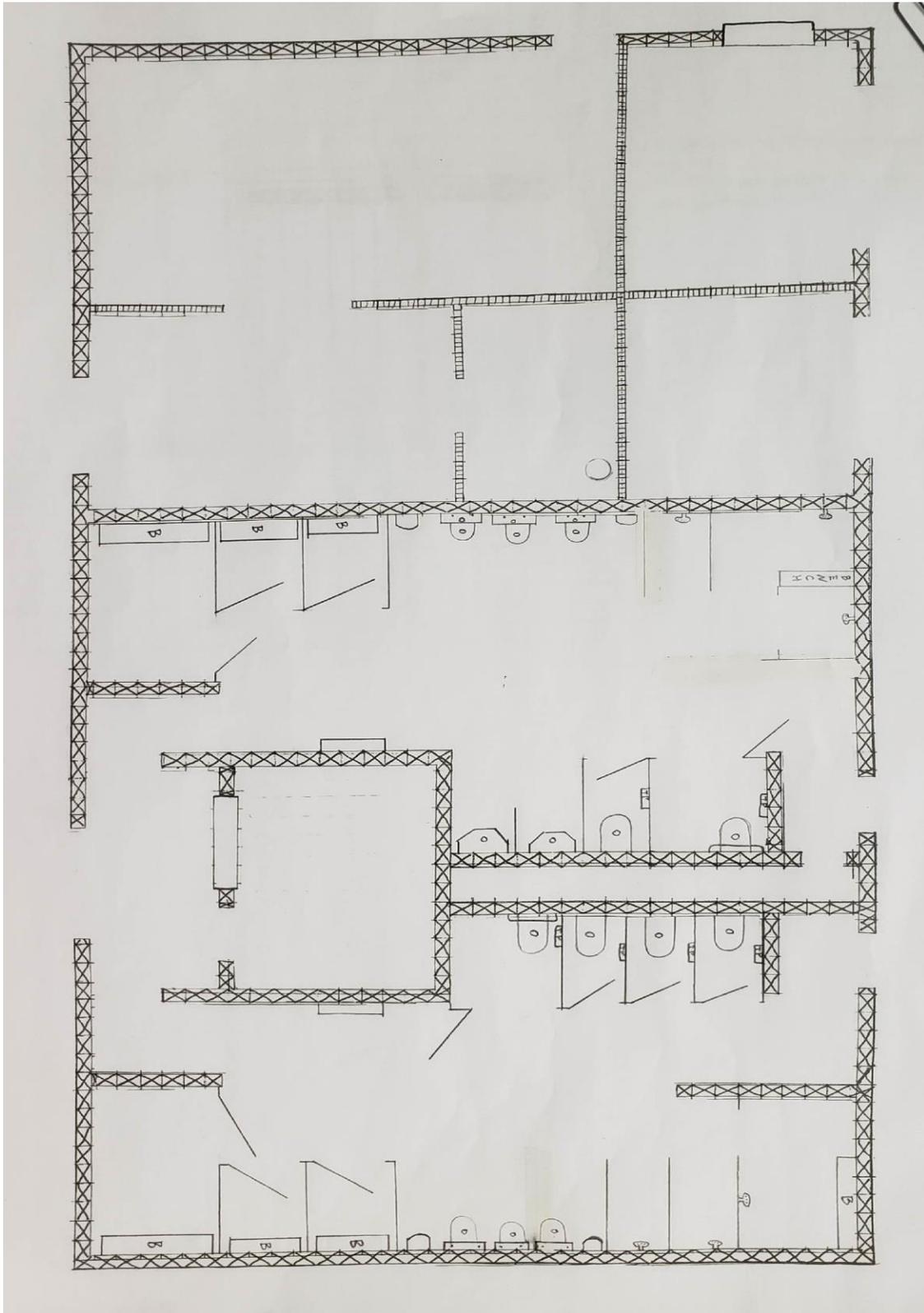
HGD Project Team Proposal Fee	
PROJECT START-UP	
Engineering Site Visits	\$2,530.00
Architectural	
Electrical	
Plumbing/Mechanical	

(chart continues on next page)

DEVELOP PERMITTING PLANS	
Basis of Design	\$11,780.00
On-site Project Meeting	
Design Management	
Develop Existing and Demolition Floor Plans	
Develop New Bathroom Plans	
Prepare and Coordinate Fixture Schedules	
Prepare and Coordinate Finishing Schedules	
Pre/Post Design Conference with Frederick County	
Plumbing/Mechanical Support	
Plumbing and Mechanical Plans (New)	\$4,560.00
Plumbing and Mechanical Plans (Existing)	
Plumbing and Mechanical Schedules/ Diagram/ Analysis	
Electrical Support	
Electrical Power Plan (Demolition and New and Existing)	\$4,060.00
Electrical Lighting Plan (Demolition and Existing)	
Electrical Schedules/Calcs/Analysis	
Other Support	
Engineering Consultation	\$1,870.00
Quality Control Review	\$1,311.00
Omega Overhead	\$200.00
Permit fees and runner- subject to change with actual cost	\$1,500.00
Total	\$27,811.00

OTHER BIDS RECEIVED:

	Company:	Location:	Amount:
1.	Gettysburg Construction	Gettysburg, PA	\$108,576.00
2.	GRC: General Contractor Inc.	Zullinger, PA	\$104,295.00
3.	Micks Plumbing & Heating	Thurmont, MD	\$133,400.00
4.	Morgan Keller	Frederick, MD	\$149,697.80
5.	Omega Contracting	Catonsville, MD	\$66,329.00
6.	Sierra Construction	Frederick, MD	\$150,252.00
7.	Wormald Companies	Frederick, MD	\$104,740.00



TOWN OF EMMITSBURG GENERAL CONTRACTOR AGREEMENT

THIS AGREEMENT made this ___ day of _____, 20___ by and between Omega Contracting & Consulting, LLC (the “Contractor”) and the TOWN OF EMMITSBURG, MARYLAND, a municipal corporation (the “Town”).

WITNESSETH, that the Contractor and the Town for the considerations stated herein agree as follows:

ARTICLE 1. Contract Components

This Agreement includes the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Instructions for Bidding
2. Bid Documents
3. Payment and Performance Bonds, if applicable
4. Scope of Work
5. Omega Contracting & Consulting LLC Proposal
6. Payment Schedule

All modifications to this contract shall be in writing and signed both by the Town and the Contractor and shall be incorporated in and become part of the contract.

In the event of a conflict between the Agreement and any of the above listed components, the terms of this Agreement shall be controlling.

ARTICLE 2. Scope of Work

The Contractor shall perform all of the work described in the Scope of Work attached hereto (Exhibit A), as it pertains to work to be performed on the Community Park Pool House Rehab project located in Emmitsburg, Maryland. The Contractor shall also attend all scheduled meetings and complete any reports required by the specifications set forth in the Scope of Work. In the event of a conflict between this Agreement and the Scope of Work, the terms of this Agreement shall be controlling.

The Project site will be ready and accessible for Contractor’s work. Contractor shall have a foreman or supervisor on site at all times during which work is performed.

ARTICLE 3. Time of Completion

The work to be performed under this contract shall start on or about December 18, 2019 for drawings and February 24, 2020 for demo and shall conform to the contract schedule outline in the Scope of Work. Completion of punch list items and final walk through shall occur before March 30, 2020. Failure to timely complete the work as set forth herein may result in the assessment of delay damages in the amount of \$100.00 per day, which shall be

deducted from the contract price. Contractor will notify the Town at least 72 hours before initial mobilization. Time is of the essence.

ARTICLE 4. The Contract Price

The Town shall pay to the Contractor for the actual quantities supplied and labor to be performed under the contract the bid price of \$94,140 dollars and .00 cents, (\$94,140.00) subject to additions and deductions provided herein.

The foregoing bid price is a lump sum contract price.

The foregoing bid price is binding upon the Contractor, unless modification is made in writing and signed by the Town. Any request for change orders shall be responded to within two business days and shall be made in writing. Either party may request a change order. Any delay in change order communication may result in need for extension of time.

The Contractor is expected to fully inform itself as to the conditions, requirements and specifications before submitting bids. Failure to do so will be the Contractor's own risk and the Contractor may not secure relief on the plea of error in either omission or commission. In case of error in extension of prices in the bid, the unit price shall govern.

ARTICLE 5. Relationship of Parties

This contract creates an independent contractor relationship. The Contractor is not an agent or an employee of the Town, for any purpose. The Contractor shall provide its services under this Agreement at its own direction and control and in the manner deemed most advisable in its professional judgment. The Contractor will use his own tools and equipment normally used in the trade in performing the work hereunder.

ARTICLE 6. Quality of Work

The Contractor warrants that all materials furnished by Contractor incorporated into the project shall be new (unless otherwise specified) and that Contractor warrants that it has the expertise and know-how to perform the work described herein including knowledge of ADA requirements as they pertain to construction.

Material warranties are based on individual manufacturer's warranties. All work under this Contract shall be of good workmanlike quality, free from faults and defects and shall be in conformance with the plans, drawings and specifications provided by the Town. The Contractor shall review the plans, drawings and specifications and notify the Town of any errors, defects or contradictions among the plans, drawings and specifications before commencement of work.

The Town understands and acknowledges that the performance of any work by Omega, LLC pursuant to shall be subject to and conditioned upon the lack of any strikes, accidents, delays, acts of God, or other conditions beyond Omega LLC's control. The Town is responsible to secure all necessary fire, tornado, or other property and casualty insurance for the subject premises.

The Contractor warrants that all work shall be completed in a workman-like manner, according to industry standards, and in compliance with all building codes and other applicable laws and shall be ADA compliant.

The Contractor warrants all work shall be reasonably free of any defect and within the customary tolerance of the industry. If defects are found, the Contractor shall repair or replace any of the alleged defective work at its costs. This warranty will remain in effect for a period of one year from the date of completion.

Contractor, upon notice from Town, covenants and agrees to promptly remove, replace and correct any work that fails to conform to the requirements of this Contract and shall remedy all defects due to faulty or improper workmanship which appear within a period of 1 year from Contractor's completion of the work. Contractor transfers and assigns to Town by the terms of this Agreement all material manufacturers' warranties.

ARTICLE 7. Licensing

Contractor represents and warrants that it is a corporation or entity in good standing and licensed to do business in the State of Maryland and that the person signing this Agreement has the authority to do so. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work and the Contractor is responsible for obtaining any such license. The Town will obtain any licenses or permits required by state and local law that relate specifically to the project itself.

The Contractor represents and warrants that all individuals performing any work pursuant to this Agreement are United States citizens or have the appropriate work permits required by law.

ARTICLE 8. Subcontractors

The Contract may hire subcontractors identified or provided for in the Bid Documents, or upon receiving written approval from the Town. The Contractor shall fully pay said subcontractors and in all instances remain responsible for the proper completion of this contract. The Contractor shall also insure that said subcontractors are United States citizens or have appropriate work permits required by law, licensed to do business in Maryland and duly licensed by law to perform the work for which they are hired, and have insurance in the amounts required herein. No subcontractor may perform work unless the subcontractor was identified in the bid documents or is consented to by the Town.

ARTICLE 9. Insurance

The Contractor represents and warrants it is adequately insured for property damage and for injury to its employees and others incurring loss or injury as a result of the acts of the Contractor and its employees. The Contractor agrees, before commencing any work or services under this Agreement, to provide the Town with a certificate of insurance showing comprehensive general liability and automobile insurance coverage and additional insured endorsements naming the Town and any other additional parties required as additional insured thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to Town. The coverage available to the Town, as additional insured,

shall not be less than \$1,000,000 for each occurrence, and \$1,000,000 Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort of liability of another assumed in a business contract). There shall be no endorsement or modification of the commercial general liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of Maryland and shall be reasonably acceptable to the Town. All Contractor insurance carriers must maintain an AM Best rating of “A-” or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage shall be sufficient type, scope, and duration to ensure coverage for the Town for liability related to any manifestation date within the applicable statutes of limitations and/or repose which pertain to any work performed on behalf of the Town in relation to the Agreement.

Each certificate of insurance shall provide that the insurer must give the additional insureds at least 30 days’ prior written notice of cancellation and termination of the contractor’s coverage thereunder. Not less than two weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor shall supply the Town with a new and replacement certificate of insurance and additional insured endorsements as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the Town as set forth above.

Additionally, and prior to commencement of work, the Contractor shall provide the Town with a certificate of insurance showing liability insurance coverage for the Contractor and any employees, agents, or subcontractors of the Contractor for Workers’ Compensation and Employer’s Liability Insurance. In the event these policies are terminated, certificates of insurance showing replacement coverage shall be provided to the Town. Workers’ Compensation coverage shall be no less than as required by statute. Employers liability coverage shall be no less than \$500,000 trauma each accident, \$500,000 disease each employee, and \$500,000 disease each policy.

ARTICLE 10. Payment

The Town will within thirty (30) days of receipt of an approved partial/final payment estimate and release of lien (including releases from any subcontractors) make payment to the Contractor. The Town shall remit payment to Contractor in accord with the payment schedule attached as Exhibit A, conditioned upon receipt of release of liens. Payment shall not be an admission or approval by the Town that the work is satisfactory.

The Contractor is liable for payment of all federal, state or local taxes related to payments made under this contract. Payments by the Town to the Contractor shall not be subject to withholding and other applicable taxes. The Contractor agrees that it is responsible for the payment of estimated taxes, employment taxes, or any other taxes or insurance due by reasons of receipt of payment pursuant to this Agreement.

ARTICLE 11. Payment and Performance Bonds

Town shall check one of the following:

- At the time this Agreement is signed, Contractor shall at its expense furnish to Town performance and payment bonds, in the forms attached to this Agreement in the amount provided for below.
- At the time this Agreement is signed, Contractor shall at its expense furnish to Town performance and payment bonds, in the forms attached to this Agreement, and from a surety as described below, in the amount provided for below.
- No bond required. Article 11 is not applicable when this box is checked.
- An irrevocable letter of credit shall be posted in the amount of \$_____.

The Contractor shall furnish a payment bond, in an amount at least equal to the total Contract Price as security for the faithful payment to all persons supplying labor and material in the prosecution of the work provided for in this Agreement. This bond shall remain in effect until 60 days after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

The Contractor shall furnish a performance bond, in an amount at least equal to the total Contract Price as security for the faithful performance of all the Contractor’s obligations under the Agreement. This bond shall remain in effect until 60 days after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

The bond shall be in the form prescribed by the Contract Components except as provided otherwise by Laws or Regulations. All Bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If a surety is required on the bond, the surety must be named in the list of “companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch U.S. Department of the Treasury If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this section, the Contractor shall promptly notify the Town and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of this section.

ARTICLE 12. Record Management

The Contractor will provide and maintain written documentation of all work performed by the Contractor on this project. The Contractor shall maintain such records for a period of five (5) years from the date of their creation. The Contractor shall furnish a copy to the Town upon completion of the Project and before receipt of final payment.

ARTICLE 13. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend (at the Contractor's sole expense) and hold harmless the Town, their representatives, designees, officers, employees, agents and assigns (the "Indemnified Parties") from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way proven to be connected with the work performed, materials furnished, or services provided under this contract by the Contractor, or its employees, agents or subcontractors for a period of three (3) years after completion of the Project.

ARTICLE 14. Town Property

Immediately upon termination of this Agreement, for whatever reason, the Contractor shall return to the Town any written or printed matter of every nature, personal property, and equipment or materials of the Town that may have been accumulated by the Contractor during the term thereof.

ARTICLE 15. Repair

Any damage to Town's property by Contractor or its agents shall promptly be repaired and restored to its condition prior to the damage.

ARTICLE 16. Notice of Delay

The Contractor will promptly notify the Town of any conditions which should cause a delay in the work schedule. Failure to provide Notice to the Town will preclude any contract extension. The Town may issue stop work orders Any period during which work is stopped by the Town shall result in an extension of time for completion equal to the duration of the stoppage.

ARTICLE 17. Termination of Agreement by the Town

This Agreement may be cancelled, and the Contractor's engagement terminated by the Town **without prior notice** for the following reasons:

- a) The Contractor fails to perform its duties under the contract, or otherwise fails to comply with the terms and provisions hereof.
- b) The public conduct of the Contractor is such as to adversely affect public confidence in the Town.
- c) The Contractor files for bankruptcy protection.
- d) The Contractor or its officers or employees are convicted of committing a felony, or committing a misdemeanor involving moral turpitude.
- e) The Contractor fails to maintain a license.
- f) The Contractor or its employees conduct themselves in an unprofessional, unethical or fraudulent manner.

ARTICLE 18. Voluntary Termination for Convenience

Upon two (2) business days' Notice to Contractor, the Town shall have the right at any time, and for any or no reason, including for convenience, to terminate this Agreement and require the Contractor to cease work thereon. The Contractor, in such event, shall be entitled to payment only as provided herein. Contractor shall be paid for work completed and materials delivered up to the time of termination. The Contractor will provide receipts for the materials delivered and the Town agrees to pay Contractor in accordance with the receipts plus ten percent (10%) for profit and overhead. The notice periods shall commence to run on the day following the mailing of the respective notices of termination or on the date following personal delivery, as the case may be. Termination of this agreement pursuant to notice shall not preclude termination subsequent thereto without notice in accordance with Article 17 above, in which case the provisions hereof shall no longer be applicable.

ARTICLE 19. Compliance

Contractor shall comply with all wage and hour laws and shall not discriminate based on sex, religion, disability, gender orientation or any bases prohibited by Maryland or Federal laws.

ARTICLE 20. Appointment of Additional Independent Contractors

The Town shall be free to contract with other persons to provide work on this project.

ARTICLE 21. Benefits and Burdens

The terms and provisions of this agreement shall inure to the benefit of and be binding upon the parties hereto. This agreement shall not be assignable by the Contractor.

ARTICLE 22. Waiver of Breach

The waiver by the Town of a breach of any provision of this agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor. No waiver shall be valid unless in writing and signed by and authorized representative of the Town.

ARTICLE 23. Governing Law

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Maryland. The paragraph headings used in this Agreement are included solely for convenience and shall not affect or be used in connection with, the interpretation of this Agreement. In the event of any dispute relating to this agreement or the work performed hereunder, the Contractor consents to jurisdiction and venue in Frederick County, Maryland, and agrees to waive any right to trial by jury.

ARTICLE 24. Disputes

In the event of a dispute regarding the terms of the contract or performance under the contract, the Contractor and the Town will attempt to resolve the dispute through friendly consultation. It is agreed that the only parties to a dispute shall be the Contractor and the Town, unless the Contractor and Town agree to allow additional parties.

If the dispute is not resolved within a reasonable period, then the parties agree to engage in mediation with an agreed upon mediator. Each party shall pay its own costs and fees and the cost of mediation shall be equally divided. A party may file suit if the opposing party fails to cooperate and mediation is not scheduled and resolved within 90 days of the notice of the dispute.

ARTICLE 25. Legal Fees

In the event of any dispute hereunder, other than one in which the Contractor is obligated to indemnify the Town pursuant to Article 13, both the Contractor and the Town agree that the losing party shall pay the prevailing party’s reasonable attorney’s fees and expenses incurred in litigation. In the event a party prevails only partially on its claims, only those fees and expenses associated with the successfully prosecuted claim may be recovered and they will be offset by the fees and expenses incurred by the opposing party defending against the unsuccessful claim.

ARTICLE 26. Severability

In the event that any provision of this agreement violates any rule of law or is otherwise unenforceable, only such invalid provision and not this entire agreement shall be considered void, and all of the other provisions hereof shall remain in full force and effect. In construing this agreement, only the least possible modification shall be made in deleting or striking invalid provisions. Invalidity shall be considered on a word-by-word basis, and only those words giving rise to invalidity shall be stricken.

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.

Town of Emmitsburg, MD (“Town”)	Omega Contracting & consulting, LLC (“Contractor”)
Signature:	Signature:
Donald N. Briggs, Mayor	Brian Brock, President
Date:	Date:
Witness Signature:	Witness Signature:

EXHIBIT A:

SCOPE OF WORK

To: Town of Emmitsburg, MD

Date: 12/16/2019

**Project: Emmitsburg Community Pool
201 W. Lincoln Ave,
Emmitsburg, MD 21727**

Task: Remodel the existing town's pool house

Omega Contracting and Consulting, LLC agrees to provide materials, labor and equipment necessary to complete the following scope(s). This agreement is based on scope of work described below.

Description:

1. Provide two (2) sets of drawings to scale for architectural, mechanical, electrical, and plumbing work that is signed and stamped by a certified architect or engineer.
2. Submit drawings to State of Maryland and Frederick County, Maryland for approval.
3. Attain necessary building permits.
4. Attain necessary mechanical, electrical, and plumbing permits.
5. Pass all necessary required inspections including but not limited to rough ins, trim outs, and final inspections to gain full occupancy of the site.
6. Cut, cap, and make safe all water line coming from main cold supply.
7. Remove all toilets, sinks, faucets, shower heads, urinals, baby changing stations and all other bathroom accessories.
8. Remove all hot/cold water lines from the main cold water line inside the plumbing chase to all fixtures.
9. Remove men's and women's front doors.
10. Remove existing long bench in the women's room.
11. Demo existing women's changing room walls and curtains.
12. Demo existing women's shower CMU walls.
13. Grind and parge CMU walls to a smooth finish where shower divider walls were removed.
14. Grind down and float out floor to allow a shower to be ADA compliant.
15. Demo existing women's toilet partitions.
16. Demo raised concrete section in the front desk area.
17. Grind and parge smooth front desk area where concrete was removed.
18. Demo existing men's bathroom divider walls.
19. Demo men's shower urinal divider wall.
20. Remove long bench in men's room.
21. Grind smooth and parge wall where divider wall was removed.

22. Provide and install new water supply lines, both hot and cold, from the line inside the plumbing chase to all the fixtures.
23. Provide and install new electric hot water heater (80 Gal. 6-Year 5500-Watt Commercial Electric Water Heater with Durable 316L Stainless Steel Tank), with new mixing valve.
24. Provide and install three (3) new Zurn frost-free hose bibs where existing hose bibs are currently located (ZURN® ANTI-SIPHON FROST-PROOF SILLCOCK, 1/2X9 IN., CHROME 261001).
25. Provide and install two (2) new metal doors at the entrances to the men's and women's rooms.
26. Provide and install new plastic partitions to create three (3) new men's and three (3) new women's changing areas with new benches; one (1) changing stall in each restroom will be ADA accessible.
27. Provide and install six (6) total wall-mounted wooden benches (ADA Hardwood benchtop & SS wall mount brackets) in both men and women's changing areas, one (1) in each stall.
28. Provide plastic partitions in the women's room to create four (4) new toilet stalls; one (1) toilet stall will be ADA accessible.
29. Provide and install new plastic partition walls to create two (2) new toilets stalls in the men's room; one (1) toilet stall will be ADA accessible.
30. Provide and install lumber to create six (6) total FRP shower stalls three (3) total in the men's room and three (3) total in the women's room; one (1) RFP shower stall will be ADA accessible in each restroom.
31. Provide and install six (6) scald proof shower fixtures, three (3) scald proof shower fixtures in women's restroom and three (3) scald proof shower fixtures in men's restroom.
32. Provide, install, and connect six (6) new ADA height toilets four (4) in the women's room and two (2) in the men's room.
33. Provide and install two (2) new urinals in the men's room.
34. Provide and install ADA grab bars in ADA bathroom stalls, changing stalls, and shower stalls.
35. Provide and install six (6) new jumbo toilet paper dispensers (B-2890 Surface-mounted Single Jumbo-Roll Toilet Tissue Dispenser), one (1) for each stall.
36. Provide and install four (4) sanitary napkin receptacles (B-270 Sanitary Napkin Disposal, stainless steel, one (1) in each of the women's stalls.
37. Provide and install (6) new sinks (Comrade Ceramic 20" Wall Mount Bathroom Sink with Overflow), three (3) new sinks in the women's restroom including and three (3) new sinks in the men's restroom; one (1) sink will be ADA accessible in each restroom.
38. Provide and install four (4) drip-proof soap dispensers (GOJO FMX Foaming Hand Soap Dispenser - Gray 1250 mL), two (2) per bathroom.
39. Provide and install four (4) hand dryers (T9AB248425 World Dryer Push Button hand dryer); two (2) per bathroom.
40. Provide and install two (2) new exhaust fans (Mfr #: 4HZ34 Dayton Ventilator, Wheel 8-1/4 in, 115V) one (1) in each bathroom.
41. Provide and install two (2) new electrical outlets for the front desk area.
42. Provide and paint both men and women's room and front desk area. Including the walls and ceilings. Rust removal and paint the beams in both men and women's room.

Total cost for above work: \$94,140.00

Draw Schedule:

Draw Schedule	Description	Amount
Draw 1	Invoiced Upon Contract Signing	\$28,242.00
Draw 2	Invoiced Upon Completion of Demo	\$32,949.00
Draw 3	Invoiced Upon Framing and Rough-in Completion	\$14,121.00
Draw 4	Invoiced Upon Electrical and Plumbing Trim out Completion	\$9,414.00
Draw 5	Invoiced Upon Job Completion	\$9,414.00
Total		\$94,140.00

Add/ Alts:

- 1. Provide and install four (4) new ceiling fans: \$3,072.00**
- 2. Paint the storage and filter/ chemical rooms: \$4,563.00**

The agreement does **NOT include:**

- Removing, relocating, repairing, or modifying existing structural framing, or bringing those systems into compliance with current building codes.
- Testing and remediation of hazardous materials (asbestos, lead, etc).

Owner of property to provide the following:

- 1) 110-volt electric power available at existing outlets/panels**
- 2) Toilet Facilities**
- 3) Potable water source**
- 4) Access to work area**
- 5) Parking for Omega LLC vehicles and equipment**
- 6) Provide space for storage (If needed)**

Note: All material is guaranteed to be as specified, and the above work to be performed in accordance with the terms of this proposal which are listed below. The work is to be performed in a workmanlike manner for the sum specified above. The above-mentioned work includes all labor and materials necessary for the successful completion of the project.

Additional Clarifications

This agreement includes only the items listed in the scope of work. Any additional items will be billed as a change order, which must be approved by the owner prior to commencement of additional work.

Project completion date will be mutually agreed upon and scheduled for, pending the following, but not limited to, delays caused by weather, supply chain, permitting and inspection. Any such reason for delay will allow for extended completion time to Omega LLC.

- **Proposed Start Date: 12/18/2019**
- **Proposed Completion Date: 30/30/2020**

Permit Allowance - Included in price above

Exclusions:

Testing and abatement of hazardous materials as well as hidden damage will be handled on a change order basis.

Maryland Home Improvement Commission (MHIC)- 500 North Calvert St, Baltimore, MD 21202 - 1-888-218-5925, Local- 410-230-6309

Notes:

- Omega LLC agrees to keep site clean and free of debris daily. Contractor to provide dumpsters.
- Price does not include Davis-Bacon wage scale.
- Price does not include Union wages or the use of Union employees.
- A staging area will be provided by owner large enough to accommodate the construction of the above mentioned work.
- Omega LLC will coordinate schedule with the property so notices can be provided.
- Any damage to property caused by Omega LLC shall be repaired and restored to at least its previous condition. Omega LLC will do its best to protect landscaping and structures with understanding of commercially reasonable wear and tear.
- The Town agrees to pay for work performed upon receipt of invoice within their regular pay schedule but not more than 45 days from the date of the invoice unless the invoice is disputed. Any undisputed invoices not paid within 45 days of the invoice date will accrue interest on the unpaid balance at a rate of 1.5% per month (18% per year). In the event that legal action is necessary to collect any amount due to Omega LLC including accrued interest for undisputed invoices, Omega LLC will be entitled to recover from the Town all costs of collection, including reasonable attorneys' fees. Cost and fees will be in addition to all outstanding amounts due.

AGENDA ITEM II. Planning Workshop for Future Economic Development in the Town of Emmitsburg: Presentation at meeting by town staff and Board of Commissioners.

ORDINANCE SERIES: 2020
ORD. NO: 20 - 01

Page 1 of 9

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

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, Sections 13.04.040, 13.04.041, & 13.08.090 & 13.08.111 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

13.04.040 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 ~~[building]~~ **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. ~~[Any user contracting/agreeing to use two million (2,000,000) gallons or more per quarter for a period of ten years or more may request to negotiate their connection fees with the mayor and commissioners.]~~

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.

13.04.041 – Water ~~[allocation other than residential.]~~ **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	[3] 4
[Floor Drain]	[3]	[5]
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 [2°]3’ min. 9[°]’)	—	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
Wall or stall	2	5
Trough (for 18 inch length)	—	2
WATERLESS	—	2
Ventilator	2	3
Wash sink (circular or multiples each set of OF faucets - or 12[^o "])	1½	2
Washing machine	1½	4
Water closet	3	10
Water cooler, electric with drain	1½	1
Motel room or dormitory room:	—	2.5
[Bathroom only]	—	[7.5]
[Bathroom and kitchenette]	—	[10]

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.

Chapter 13.08 – Sewer System

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 pursuant to the town's "water and sewer service allocation chart" for all other uses payable at the time the [building] 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. ~~[Any user contracting/agreeing to use two million (2,000,000) gallons or more per quarter for a period of ten years or more may request to negotiate their connection fees with the mayor and commissioners.]~~
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.

13.08.111 – Sewer [~~allocation other than residential.~~] **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	[3] 4
[Floor Drain]	[3]	[5]
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 [2°]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
Wall or stall	2	5
Trough (for 18 inch length)	—	2
WATERLESS	—	2
Ventilator	2	3
Wash sink (circular or multiples each set [ø] 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

[Bathroom only]	—	[7.5]
[Bathroom and kitchenette]	—	[40]
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.

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 _____, 2020
by a vote of _____ for, _____ against, _____ absent, and _____ abstain.

ATTEST:

EMMITSBURG BOARD OF COMMISSIONERS:

Madeline Shaw, Town Clerk

Clifford Sweeney, President

MAYOR

_____ APPROVED _____ VETOED

this _____ day of _____, 2020.

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.

Madeline Shaw, Town Clerk
Date:

RESOLUTION: 2020
RESOLUTION NO. 20 – 04R

Page 1 of 2

**A RESOLUTION ESTABLISHING THE TERMS AND CONDITIONS FOR
THE SEWER AND WATER CONNECTION FEE PAYMENT PLAN
FOR NON-RESIDENTIAL PROPERTIES**

WHEREAS, pursuant to Ordinance **20-01**, enacted **January 06, 2020** by the Mayor and Board of Commissioners, a Sewer and Water Connection Fee Payment Plan for Non-Residential Properties (the “Payment Plan”) was created; and

WHEREAS, pursuant to Ordinance **20-01** the Mayor and Board of Commissioners by Resolution shall from time-to-time create and/or amend the terms and conditions of the Payment Plan.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Board of Commissioners of the Town of Emmitsburg hereby adopts and approves the terms and conditions of the Sewer and Water Connection Fee Payment Plan described in Exhibit A attached hereto.

PASSED and ADOPTED this ____ day of _____, 2020

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

ATTEST:

EMMITSBURG BOARD OF COMMISSIONERS:

Madeline Shaw, Town Clerk

Clifford Sweeney, President

____ APPROVED ____ VETOED

this ____ day of _____, 2020

Donald N. Briggs, Mayor

EXHIBIT A
SEWER AND WATER CONNECTION FEE PAYMENT PLAN
FOR NON-RESIDENTIAL PROPERTIES
TERMS AND CONDITIONS

1. A “qualified applicant” is defined as a non-governmental and/or non-residential property owner whose property:
 - a. Has a total combined number of sewer and water connections are equal to or greater than 30 for a single tax parcel; and
 - b. Creates private sector employment.
2. The Payment Plan will not be available to government or quasi-government owned properties, including public or private schools, fire or rescue stations, etc.
3. The Payment Plan will allow for an up to five (5) year payment plan for qualified applicants with at least 25% of the total sewer and water connection fee to be paid upon submittal of the zoning permit application and the remainder to be paid in equal quarterly payments.
4. The Mayor and Board of Commissioners may allow a waiver of up to 10% of the total sewer and water connection fee credited in the first two years for qualified applicants.
5. The Payment Plan may not be used to pay fees other than the sewer and water connection fee, e.g., inspection fees, soft cost, permit fees, meter costs, and other charges associated with developing the property.
6. The Town’s Planning Department shall manage the application process and make recommendations to the Mayor and Board of Commissioners as to the participant’s qualification, waiver, etc.
7. The collateral for the capacity purchased under the Payment Plan shall be the real property which the capacity serves; therefore, the Payment Plan shall be between the Town of Emmitsburg and the property owner.
8. If any installment payment due under the Payment Plan has not been received within 30-days from date of its invoice, the Town shall have the option to terminate water and sewer service to the property and/or demand full payment of the outstanding balance due under the Payment Plan.
9. A property owner may only have one (1) outstanding Payment Plan payment at a time.

C. MODIFICATION OF NEXT MEETING AGENDA: JANUARY 6, 2020 AT 7:30 PM

1. Audit Presentation by Michele Mills.
2. Final Review and Approval of the FY2020 MHAA Wayside Exhibits for Consideration.
3. Review Planning Commission recommendations, hold a public hearing, and approval of proposed Ordinance 19-07, which would amend Title 16, Chapter 16.48 – Forest Conservation and Ordinance 19-08, which would amend Title 17, Section 17.20.090 – Commercial District Buffer for consideration.
4. Approval of Logging Stand 6 for Consideration.

Administrative Business:

- A. Invitation of Catoctin High School Football Team Regarding State Class 1A Finals.