

**Mayor and Council of Federalsburg
Monday, November 15, 2021
Work Session @ 6:00 P.M.**

This Meeting is being held at the Mayor and Council Meeting Room.
Citizens who wish to participate by video shall follow directions listed below:

Join Zoom Meeting

<https://us02web.zoom.us/j/89262836792?pwd=WmNaaVkzbkw2dUdjcFZ3eWNVUUx2dz09>

Meeting ID: 892 6283 6792

Passcode: 7Bi4ad

Agenda

- I. Call to Order**
- II. Broadband Fiber Extension – Andrew Helton\Bret Davis**
- III. Old Denton Road Watermain Project Bond Ordinance**
- IV. Boards, Commissions, and Committees Discussion**
- V. Electricity Rates\Constellation Energy Contract Holdover Extension**
- VI. Discussion of Code Enforcement Function Staff Line**
- VII. Mayor and Town Council Strategy Session Date**
- VIII. Mayor & Council Action Items**
 - * Councilmember Windsor**
 - * Councilmember Sewell**
 - * Councilmember Phillips**
 - * Councilmember Willoughby**

*** Mayor Abner**

IX. Adjournment

NOTES:

THE MEETINGS ARE BEING RECORDED, PLEASE TURN OFF ALL CELLULAR DEVICES AND PAGERS DURING THE MEETING, PLEASE REMAIN QUIET, UNLESS ADDRESSING THE COUNCIL.

Please Note: Pursuant to the Annotated Code of Maryland, State Government Article Section 10-508(a), the Council by majority vote may retire to executive or closed session at any time during the meeting. Should the Council retire to executive or closed session; the chair will announce the reasons and a report will be issued at a future meeting disclosing the reasons for such session. Meetings are conducted in Open Session unless otherwise indicated. All or part of Mayor and Council meetings can be held in closed session under the authority of the state open meetings law by vote of the Mayor and Council.

Rules for Public Comment

The Mayor and Council invite and welcome comments at public meetings. The Mayor or presiding officer will recognize you. Please introduce yourself at the podium (spelling your last name, for recording purposes) and give the name of your street and block number (e.g., 100 block of Main Street).

Time limits for speaking are indicated on the meeting agenda. While speaking, please maintain a courteous tone and avoid personal attack.

**TOWN OF FEDERALSBURG
ORDINANCE NO. 2021-6**

**DRINKING WATER BONDS
SERIES 2021**

AN ORDINANCE OF THE TOWN OF FEDERALSBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, PROVIDING FOR THE ISSUANCE AND SALE OF UP TO SIX HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED FIFTY AND 0/100 DOLLARS (\$638,350) AGGREGATE PAR AMOUNT OF BONDS TO BE KNOWN AS THE “TOWN OF FEDERALSBURG DRINKING WATER BONDS, SERIES 2021” (THE “**BONDS**”), TO BE ISSUED AND SOLD PURSUANT TO THE AUTHORITY OF SECTION 19-301 *ET SEQ.* OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED, SECTIONS 9-1601 THROUGH 9-1622 OF THE ENVIRONMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED, AND THE CHARTER OF THE TOWN OF FEDERALSBURG, SECTION C11-3, FOR THE PURPOSE OF PROVIDING FUNDS NECESSARY TO PAY THE COSTS OF THE FEDERALSBURG OLD DENTON ROAD WATER MAIN PROJECT, CONSISTING OF, BUT NOT LIMITED TO, THE REPLACEMENT OF EXISTING WATER MAIN ALONG OLD DENTON ROAD, NEW SERVICE LATERALS, METER PITS, VALVES, HYDRANTS, AND APPURTENANCES INCIDENTAL TO THE WATER MAIN INSTALLATION ALONG OLD DENTON ROAD, THE MILLING AND OVERLAY OF OLD DENTON ROAD FROM LAUREL GROVE ROAD TO JUST NORTH OF IDLEWILD ROAD, AND OTHER PUBLIC IMPROVEMENTS FOR THE TOWN OF FEDERALSBURG AND PAYING CAPITALIZED INTEREST ON AND THE COSTS OF ISSUING THE BONDS; PROVIDING THAT THE BONDS SHALL BE ISSUED UPON THE FULL FAITH AND CREDIT OF THE TOWN OF FEDERALSBURG; PROVIDING FOR THE DISBURSEMENT OF THE PROCEEDS OF THE SALE OF THE BONDS AND FOR THE LEVY OF ANNUAL TAXES UPON ALL ASSESSABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN OF FEDERALSBURG SUBJECT TO ASSESSMENT FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY SHALL MATURE; AUTHORIZING THE FORM AND EXECUTION OF ONE OR MORE LOAN AGREEMENTS BETWEEN THE MARYLAND WATER QUALITY FINANCING ADMINISTRATION AND THE TOWN OF FEDERALSBURG; PROVIDING FOR THE FORM, TENOR, DENOMINATION, MATURITY DATE AND OTHER PROVISIONS OF THE BONDS; PROVIDING FOR THE SALE OF THE BONDS; AND PROVIDING FOR THE DESIGNATION OF SPECIFIC PROJECTS TO BE FINANCED WITH PROCEEDS OF THE BONDS AND RELATED PURPOSES.

WHEREAS, the Town of Federalsburg (the “**Borrower**”), is a municipal corporation of the State of Maryland organized and operating under a charter adopted in accordance with Article XI-E of the Constitution of Maryland, and Title 4 of the Local Government Article of the Annotated Code of Maryland, as amended; and

WHEREAS, pursuant to the authority of Section 19-301 *et seq.* of the Local Government Article of the Annotated Code of Maryland, as amended, Sections 9-1601 through 9-1622 of the Environment Article of the Annotated Code of Maryland, as amended (the “**Act**”), and Section

C11-3 of the Charter of the Borrower (the “**Charter**”), the Mayor and Council of the Borrower (the “**Mayor and Council**”) has determined to issue two subseries of its general obligation bonds to be known as the “Town of Federalsburg Drinking Water Bonds, Series 2021,” as such designation may be modified (the “**Bonds**”), in the aggregate principal amount not to exceed Six Hundred Thirty-Eight Thousand Three Hundred Fifty and 0/100 Dollars (\$638,350) for the purpose of providing all or a portion of the funds necessary to pay the costs of the Federalsburg Old Denton Road Water Main Project, consisting of, but not limited to, the replacement of existing water main along Old Denton Road, new service laterals, meter pits, valves, hydrants, and appurtenances incidental to the water main installation along Old Denton Road, the milling and overlay of Old Denton Road from Laurel Grove Road to just north of Idlewild Road and other public improvements for the Borrower (collectively, the “**Project**”), capitalized interest on the Bonds and payment of the costs of issuing such bonds, all in accordance with the terms and provisions of this Ordinance; and

WHEREAS, the Borrower proposes to issue and sell the Bonds to the Maryland Water Quality Financing Administration, a unit of the Maryland Department of the Environment (the “**Administration**”), in connection with the Administration’s Drinking Water Revolving Loan Fund Program (the “**Program**”) and to enter into a Loan Agreement with the Administration with respect to each subseries of the Bonds (each a “**Loan Agreement**” and together, the “**Loan Agreements**”) in substantially the forms which are attached hereto as **Exhibit A** and **Exhibit B**; and

WHEREAS, the Borrower intends by this Ordinance to provide for the issuance and sale of the Bonds and the obtaining of the loans (each a “**Loan**” and collectively, the “**Loans**”) from the Administration pursuant to the Program and as further described in the Loan Agreements.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF FEDERALSBURG:

Section 1. Authorization, Terms, Form of Bonds.

(a) The Borrower shall borrow upon its full faith and credit and shall issue and sell the Bonds as two subseries of its general obligation bonds in the aggregate principal amount not to exceed Six Hundred Thirty-Eight Thousand Three Hundred Fifty and 0/100 Dollars (\$638,350) to be designated the “Town of Federalsburg Drinking Water Bonds, Series 2021A (Taxable)” (the “**Series 2021A Bond**”) and the “Town of Federalsburg Drinking Water Bonds, Series 2021B (Taxable – Principal Forgiveness)” (the “**Series 2021B Bond**”), and to be issued pursuant to the authority of Sections 19-301 *et seq.* of the Local Government Article of the Annotated Code of Maryland, as amended, Sections 9-1601 through 9-1622 of the Act, and Section C11-3 of the Charter. The proceeds from the sale of the Bonds shall be used for the purpose of providing a portion of the funds necessary to finance and refinance the costs of the Project and the payment of issuance costs and other related costs. Notwithstanding anything in this Ordinance to the contrary, the Borrower shall use and apply proceeds of the Bonds only as permitted by the Loan Agreements, the Safe Drinking Water Act (as defined in the Loan Agreements) and the Act.

(b) The Series 2021A Bond shall be issued as one or more fully registered bonds in the aggregate principal amount not to exceed Three Hundred Nineteen Thousand One Hundred

Seventy-Five and 0/100 Dollars (\$319,175), payable to the Administration as the registered owner thereof. The Series 2021B Bond shall be issued as one or more fully registered bonds in the aggregate principal amount not to exceed Three Hundred Nineteen Thousand One Hundred Seventy-Five and 0/100 Dollars (\$319,175), payable to the Administration as the registered owner thereof. The Bonds shall be issued in such amount or such lesser amount as determined by the Mayor of the Town of Federalsburg (the “**Mayor**”) pursuant to Section 1(h) of this Ordinance, which shall be the amount of the Loans to be financed under the Program.

(c) The Bonds shall be dated as of the issue date; shall be numbered sequentially RA-1 and RB-1 and upward, as applicable; shall be initially registered in the name of the Administration or its designee; shall bear interest from its dated date payable in semiannual installments, at the designated office of the Administration.

(d) The Series 2021A Bond, or so much of the principal amount thereof as shall have been advanced from time to time under the terms of the corresponding Loan Agreement (the Series 2021A Loan Agreement”), shall bear interest at an annual rate or rates of interest as noted in the Series 2021A Bond (which rate shall not exceed 25% of the average of the Bond Buyer 11-Bond Index for the month preceding the month in which the loans are closed) and shall mature no later than thirty years after the date of completion of the Project, the actual rate or rates of interest to be borne by the Series 2021A Bond, scheduled principal payments and maturity to be determined with the approval of the Mayor acting pursuant to Section 1(h) of this Ordinance.

(e) The Series 2021B Bond, or so much of the principal amount thereof as shall have been advanced from time to time under the terms of the Series 2021B Loan Agreement, shall bear interest at the rate of 0.00% per annum. The principal of the Series 2021B Bond advanced under the corresponding Loan Agreement (the “Series 2021B Loan Agreement”) shall be payable upon demand by the Administration in accordance with the Series 2021B Loan Agreement, together with interest at an annual rate not to exceed one hundred percent (100%) of the average of the Bond Buyer 11-Bond Index for the calendar month prior to the month in which the Series 2021B Bond is delivered accruing from the date on which such demand is made by the Administration, which demand may be made at any time prior to that date which is the ten (10) year anniversary of the date of delivery of the Series 2021B Bond.

Because the Series 2021B Bond bears interest at the rate of 0.00% per annum, no actual interest shall be due on the Series 2021B Bond except to the extent interest on overdue installments of principal and interest on any Series 2021B Bond is due in accordance with the Series 2021B Loan Agreement, and any provisions of this Ordinance referring to the payment of interest on the Series 2021B Bond shall be disregarded except to the extent applicable in accordance with the Series 2021B Loan Agreement.

The Series 2021A Bond and the Series 2021B Bond are not issued as tax-exempt obligations of the Borrower.

Pursuant to the Safe Drinking Water Act and Section 9-1605.1(d)(8) of the Act, the Administration shall forgive repayment of the principal amount of the Loan made in connection with the Series 2021B Bond (the “**Series 2021B Loan**”) and the interest payable

thereon under Article III of the Series 2021B Loan Agreement and repayment of the Series 2021B Bond and the interest payable thereon so long as the Borrower performs all of its other obligations under the Series 2021B Loan Agreement. Upon determination by the Administration that any such other obligations under the Series 2021B Loan Agreement have not been performed by the Borrower, payment of the principal of the Series 2021B Loan and the interest thereon will be due and payable upon demand. If the Administration has not demanded payment of the principal of and interest on the Series 2021B Bond prior to the date provided for therein, then the Administration shall be deemed to have forgiven repayment of the Series 2021B Loan evidenced by the Series 2021B Bond and interest thereon, the Series 2021B Bond shall be deemed cancelled and the Series 2021B Loan Agreement shall be terminated and of no further force and effect.

(f) Each subseries of the Bonds shall be in substantially the form set forth on Exhibit F to the applicable Loan Agreement, which form of Bonds, together with all of the covenants and conditions therein contained, is hereby adopted by the Borrower as and for the form of obligation to be incurred by the Borrower and such covenants and conditions are hereby made binding upon the Borrower, including the promise to pay therein contained.

(g) The Bonds are to be issued in connection with the Program to finance the Project and to pay costs of issuance and other related costs. The Borrower will enter into the Loan Agreements with the Administration in substantially the forms which are attached hereto as **Exhibit A, with respect to the Series 2021A Bond**, and **Exhibit B, with respect to the Series 2021B Bond**. The Borrower also will execute and deliver in connection with the issuance of the Bonds, additional documents, agreements, instruments and certificates (which, together with the Loan Agreements are herein referred to as the “**Loan Documents**”). The Loan Documents shall be in such form and shall contain such terms and conditions as contained in this Ordinance, as approved by the Mayor in accordance with subsection (h) below, and acceptable to the Administration. The Borrower agrees to perform the covenants and agreements set forth in the Loan Documents and hereby expressly acknowledges its absolute and unconditional obligation to pay the Administrative Fee of the Administration in accordance with the Loan Agreements.

(h) Because this Ordinance is being adopted before completion of the financing, the details of the Loans to be made by the Administration to the Borrower have not yet been finalized; the Mayor is hereby authorized to make such changes to the amount, terms and form of the Bonds and each respective Loan Agreement, including insertions therein or additions or deletions thereto, as may be necessary to conform the terms of the Bonds and the Loan Agreements to the terms of the financing to be provided to the Borrower by the Administration. Without limiting the foregoing, it is presently contemplated that the Loans will be in an aggregate amount not to exceed the maximum principal amount of the Bonds hereby authorized, subject to final approval by the Administration. Accordingly, the Mayor is specifically authorized: (i) to make changes to the principal amount of the Bonds in order to reflect the final principal of each Loan as approved by the Administration and accepted by the Borrower up to the amount authorized by this Ordinance, (ii) to authorize and approve an interest rate or rates as limited by this Ordinance, and payment schedule reflecting the principal and interest payments with respect to the Bonds, and (iii) to change the year of the

series designation of the Bonds as described herein to the actual year in which the Bonds are issued.

Section 2. Execution. The Bonds and the Loan Documents shall be executed on behalf of the Borrower by the manual signature of the Mayor, and the seal of the Borrower shall be affixed thereto or reproduced thereon and attested by the manual signature of the Town Clerk of the Borrower (the “**Town Clerk**”). In the event any official whose signature appears on the Bonds or the Loan Documents shall cease to be an official prior to the delivery of the Bonds or the Loan Documents, or, in the event any official whose signature appears on any of the Bonds or the Loan Documents becomes an officer after the date of the issue, the Bonds or Loan Documents shall nevertheless be valid and binding obligations of the Borrower in accordance with their terms. The Mayor is hereby authorized, empowered and directed to complete the applicable form of the Bonds and the Loan Documents and to make modifications, deletions, corrections or other changes thereto in any manner which the Mayor, in his or her discretion, shall deem necessary to complete the issuance and sale of the Bonds and the execution and delivery of the Loan Documents, as will not alter the substance thereof. The Mayor is hereby also authorized to execute other documents relating to the Loans and the Bonds and its administration, including subsequent modifications, deletions, corrections and other changes thereto in any manner which the Mayor, in his or her discretion, shall deem appropriate. The execution of the Bonds and the Loan Documents and any other documents relating to the Loans and the Bonds by the Mayor shall be conclusive evidence of his approval of the form and substance thereof.

Section 3. Registration of Bonds. The Town Clerk shall act as registrar for the Bonds and shall maintain registration books for the registration and registration of transfer of the Bonds. No security or bonds shall be required of the Town Clerk in the performance of the duties of registrar for the Bonds. The Borrower may from time to time by resolution adopted by the Mayor and Council, either prior to or following the issuance of the Bonds, designate and appoint one or more substitute or successor registrars or paying agents for the Bonds.

The Bonds will be transferable by the Town Clerk only upon the register for the Bonds maintained by the Town Clerk. Any Bond presented for transfer, exchange or registration, shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Town Clerk, duly executed by the registered owner thereof or by such owner’s duly authorized attorney. Upon any transfer or exchange, the Borrower shall execute and deliver in the name of the registered owner or the transferee or transferees, as the case may be, a new registered Bond of authorized denomination(s) in the outstanding and unpaid principal amount of the Bond, payable or maturing on the same date or dates and bearing interest at the same rate as the surrendered Bond. In each case, the Borrower may require payment by the registered owner requesting the exchange or transfer of any tax, fee or other governmental charge and of any shipping and insurance charges that may be required to be paid with respect thereto, but otherwise no charge shall be made to the registered owner for the exchange or transfer. The Registrar shall not be required to transfer or exchange any Bond after the mailing of a notice of redemption.

The Borrower may deem and treat the person in whose name any Bond shall be registered upon the books of the Borrower as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal, premium, if any, of and interest on such Bond and for all other purposes.

Section 4. Prepayment. The Loan Agreements limit the ability of the Borrower to prepay the Bonds. The Bonds are subject to mandatory prepayment as required under the Loan Agreements and optional prepayment in whole or in part only at such times and in such amounts, and upon the payment by the Borrower of such premium or penalty, as the Administration may specify and approve.

Section 5. Replacement of Mutilated, Lost, Stolen, or Destroyed Bonds. In case the Bonds shall become mutilated or be destroyed, lost or stolen, the Borrower may cause to be executed and delivered, a new Bond of like date and tenor and bearing the same or a different number, in exchange and substitution for each Bond mutilated, destroyed, lost or stolen, upon the owner paying the reasonable expenses and charges of the Borrower in connection therewith and, in the case of any Bond being destroyed, lost or stolen, upon the owner filing with the Borrower evidence satisfactory to it that such Bond was destroyed, lost or stolen. Any Bond so issued in substitution for a Bond so mutilated, destroyed, lost or stolen: (i) may be typewritten, printed or otherwise reproduced in a manner acceptable to the owner thereof, and (ii) shall constitute an original contractual obligation on the part of the Borrower, whether or not the Bond in exchange for which said new Bond is issued shall at any later date be presented for payment and such payment shall be enforceable by anyone, and any such new Bond shall be equally and proportionately entitled to the benefits of this Bond with all other like Bonds, in the manner and to the extent provided herein.

Section 6. Use of Proceeds; Records.

(a) The proceeds of the Bonds shall be held, invested, administered and disbursed by the Administration pursuant to the Loan Agreements and shall be used, when and as required, to pay the costs of the Project.

(b) The Loan Commitment (as defined in the applicable Loan Agreement) is subject to reduction in accordance with the applicable Loan Agreement. In the event of any reduction in the amount of the Loan Commitment, the Administration may prepare, and the Borrower shall repay the Loans in accordance with, a revised principal amortization schedule.

(c) The Town Clerk shall create and maintain, or cause to be created and maintained, full and complete books and records of account for the receipt, investment and disbursement of the proceeds of the Bonds.

Section 7. Covenants. The Borrower covenants with the Administration and for the benefit of the owners from time to time of the Bonds that so long as the Bonds or installments of principal thereunder shall remain outstanding and unpaid:

(a) For the purpose of paying the maturing principal of and interest on the Bonds when due, the Borrower has established or shall establish a dedicated source of revenue as described in the applicable Loan Agreement which may include, but not be limited to, water and wastewater system user fees.

(b) The Borrower will duly and punctually pay, or cause to be paid, to the Administration the principal of the Bonds and interest accruing thereon, at the dates and places and in the manner mentioned in the Bonds from unlimited ad valorem taxes in the

event that available monies or revenues of the Borrower are inadequate to make such payment.

(c) The Borrower covenants that so long as the Bonds are outstanding and not paid, unless other monies or revenues are available for payment of principal of, premium (if any) and interest on the Bonds, it will levy annually, in the manner prescribed by law, an ad valorem tax on all taxable property within its corporate limits subject to assessment for unlimited taxation, in rate and amount and sufficient, to provide for the payment of the principal of and interest on the Bonds as the same become due and payable. In the event that the monies or revenues available or the taxes so levied in any fiscal year shall prove inadequate for the above purposes, the Borrower shall levy additional taxes in the succeeding fiscal year to make up such deficiency. The full faith and credit and the unlimited taxing power of the Borrower are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds as the same become due.

(d) The Borrower will promptly provide to the Administration (or to any person designated by the Administration) all financial information and operating data concerning the Borrower as may be required by the Administration in its discretion in order to comply with the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission, as in effect from time to time, applicable to the Administration's bonds.

Section 8. Ordinance a Contract. The provisions of this Ordinance shall constitute a contract with the purchasers and registered owners from time to time of the Bonds, and this Ordinance shall not be repealed, modified or altered in any manner materially adverse to the interests of such purchasers or owners while the Bonds or any portion thereof remain outstanding and unpaid without the consent of the owners of the Bonds.

Section 9. Purchase Price of Bonds. The Bonds shall be sold for cash in accordance with the terms and provisions of this Ordinance, at par in accordance with the terms and provisions of this Ordinance, and as authorized by Section 19-301 *et seq.* of the Local Government Article of the Annotated Code of Maryland, as amended and Sections 9-1601 through 9-1622 of the Act.

Section 10. Sale of Bonds. The Bonds shall be sold to the Administration at private sale, as authorized by Section 9-1606(b) of the Act.

Section 11. Pledge of Local Government Payments. As contemplated and authorized by Section 9-1606(d) of the Act, the Borrower hereby pledges, assigns and grants a security interest to the Administration, its successors in trust and assigns, all right, title and interest of the Borrower in and to money that the Borrower is entitled to receive from the State of Maryland, to secure payment of the principal of, premium, if any, and interest on the Bonds and any other local obligations issued and to be issued from time to time by the Borrower under the Program.

Section 12. Authority to Take Action. The officers and employees of the Borrower are hereby authorized and directed to do all acts and things required of them by the provisions of this Ordinance, for the full, punctual and complete performance of all the terms, covenants and provisions of the Bonds, the Loan Documents and this Ordinance and to do and perform all acts and to execute, seal and deliver all documents, certificates or instruments of writing which may be necessary or desirable to carry out the full intent and purposes of this Ordinance and the Loan

Documents. Any and all acts heretofore taken by the officers or employees of the Borrower in connection with the authorization, offer, sale and delivery of the Bonds are hereby approved, ratified and confirmed.

Section 13. Effective Date; Miscellaneous.

(a) **Effective Date.** This Ordinance shall become effective upon passage by the Mayor and Council.

(b) **Referendum.** In accordance with Section C3-10 of the Charter, this Ordinance is subject to referendum until the expiration of 20 days following the effective date set forth herein.

(c) **Governing Law.** The laws of the State of Maryland shall govern the construction of this Ordinance and the Bonds.

(d) **Filing of Ordinance; Certified Copies of Ordinance.** The Town Clerk shall cause a true and correct copy of this Ordinance to be filed in the permanent records of the Borrower and kept available for public inspection. Any copy of this Ordinance duly certified by the Town Clerk or any successor in office shall constitute evidence of the contents and provisions hereof.

(e) **Severability.** The provisions of this Ordinance are severable, and if any provision, sentence, phrase, clause, section or part of this Ordinance shall be held or deemed to be illegal, invalid, inoperative, or unenforceable, the same shall not affect or impair any other provision, sentence, phrase, clause, section or part of this Ordinance. Any references in this Ordinance to any provisions of state, federal or local law are not exclusive of any other provisions of federal, state or local law applicable to any provisions hereof. It is hereby declared to be the legislative intent that this Ordinance would have been adopted if such illegal, invalid or unconstitutional provision, sentence, phrase, clause, section or part had not been included herein.

(f) **No Personal Liability of Officers, Agents or Employees.** No stipulation, obligation or agreement herein contained or contained in the Bonds or in any Loan Documents executed on behalf of the Borrower shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the Borrower in his or her individual capacity, and no such officer, agent, or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

(g) **Amendments and Supplements.** The Mayor and Council may supplement or amend this Ordinance with respect to the terms of any series of Bonds issued under the authority of this Ordinance.

[Signature Page Follows]

Section 14. This Ordinance was introduced on _____, 2021, and read and adopted this ___ day of _____, 2021.

[SEAL]

THE TOWN OF FEDERALSBURG

Kimberly M. Jahnigen Abner, Mayor

Robert Willoughby, Councilmember

Scott Phillips, Councilmember

Debra V. Sewell, Councilmember

Edward Windsor, Councilmember

I hereby certify that the foregoing Ordinance No. 2021-6 of the Town of Federalsburg was duly read and enacted in accordance with the applicable provisions of the Charter of the Town of Federalsburg.

ATTEST:

Kristy L. Marshall
Town Clerk

EFFECTIVE DATE OF ORDINANCE: _____, 2021

Exhibits

A – Form of Loan Agreement (Taxable)

B – Form of Loan Agreement (Taxable – Principal Forgiveness)

Exhibit A to
Ordinance No. 2021-6

Form of Loan Agreement (Taxable)

**Exhibit B to
Ordinance No. 2021-6**

Form of Loan Agreement (Taxable – Principal Forgiveness)

TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: November 15, 2021
RE: Town Boards and Commissions

Recently the consensus of the mayor and town council has been to review the roles, responsibilities and functions of the various town boards and commissions. The attached town code sections address the planning and zoning commission, the board of appeals, the ethics commission and the parks committee. As a general note, the code sections referencing Article 66B of the Annotated Code of Maryland require text amendment updating that reference. Pending further discussion provide direction to staff.

Chapter 65

ETHICS

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| § 65-1. Applicability. | § 65-5. Financial disclosure: employees and appointed officials. |
| § 65-2. Ethics Commission. | § 65-6. Exemptions and modifications. |
| § 65-3. Conflicts of interest. | § 65-7. Enforcement. |
| § 65-4. Financial disclosure: local elected officials and candidates to be local elected officials. | |

[HISTORY: Adopted by the Mayor and Council of Federalsburg 11-5-2012 by Ord. No. 2012-14.¹ Amendments noted where applicable.]

GENERAL REFERENCES

Personnel — See Ch. 141.

§ 65-1. Applicability.

The provisions of this chapter apply to all Town elected officials, employees, and appointees to boards and commissions of the Town of Federalsburg.

§ 65-2. Ethics Commission.

- A. There is a Town Ethics Commission that consists of three members appointed by the Mayor and Council.
- B. The Commission shall:
 - (1) Devise, receive, and maintain all forms required by this chapter;
 - (2) Develop procedures and policies for advisory opinion requests and provide published advisory opinions to persons subject to this chapter regarding the applicability of the provisions of this chapter to them;
 - (3) Develop procedures and policies for the processing of complaints to make appropriate determinations regarding complaints filed by any person alleging violations of this chapter; and
 - (4) Conduct a public information program regarding the purposes and application of this chapter.
- C. The Town Attorney shall advise the Commission.

1. Editor's Note: This ordinance also provided for the repeal of former Ch. 65, Ethics, adopted 3-3-1986 by Ord. No. 142.

- D. The Commission shall certify to the State Ethics Commission on or before October 1 of each year that the Town is in compliance with the requirements of State Government Article, Title 15, Subtitle 8, Annotated Code of Maryland, for elected local officials.
- E. The Commission shall determine if changes to this chapter are required to be in compliance with the requirements of State Government Article, Title 15, Subtitle 8, Annotated Code of Maryland, and shall forward any recommended changes and amendments to the Town Council for enactment.
- F. The Commission may adopt other policies and procedures to assist in the implementation of the Commission's programs established in this chapter.

§ 65-3. Conflicts of interest.

- A. In this section, "qualified relative" means a spouse, parent, child, or sibling.
- B. All Town elected officials, officials appointed to Town boards and commissions subject to this chapter, and employees are subject to this section.
- C. Participation prohibitions.
 - (1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:
 - (a) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.
 - (b) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:
 - [1] A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;
 - [2] A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;
 - [3] A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating employment or has any arrangement concerning prospective employment;
 - [4] If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the

knowledge of the official or employee, is a party to a contract with a qualified relative;

[5] An entity, doing business with the Town, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or

[6] A business entity that:

[a] The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and

[b] As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.

(2) A person who is disqualified from participating under Subsection C(1)(a) or (b) of this section shall disclose the nature and circumstances of the conflict and may participate or act if:

(a) The disqualification leaves a body with less than a quorum capable of acting;

(b) The disqualified official or employee is required by law to act; or

(c) The disqualified official or employee is the only person authorized to act.

(3) The prohibitions of Subsection C(1)(a) and (b) of this section do not apply if participation is allowed by regulation or opinion of the Commission.

D. Employment and financial interest restrictions.

(1) Except as permitted by regulation of the Commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:

(a) Be employed by or have a financial interest in any entity:

[1] Subject to the authority of the official or employee or the Town agency, board, or commission with which the official or employee is affiliated; or

[2] That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or

(b) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.

(2) This prohibition does not apply to:

- (a) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
 - (b) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;
 - (c) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted by and in accordance with regulations adopted by the Commission; or
 - (d) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.
- E. Post-employment limitations and restrictions.
- (1) A former official or employee may not assist or represent any party other than the Town for compensation in a case, contract, or other specific matter involving the Town if that matter is one in which the former official or employee significantly participated as an official or employee.
 - (2) Until the conclusion of the next regular session that begins after the elected official leaves office, a former member of the Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.
- F. Contingent compensation. Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the Town.
- G. Use of prestige of office.
- (1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.
 - (2) This subsection does not prohibit the performance of usual and customary constituent services by an elected local official without additional compensation.
- H. Solicitation and acceptance of gifts.
- (1) An official or employee may not solicit any gift.
 - (2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.
 - (3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has reason to know:

- (a) Is doing business with or seeking to do business with the Town office, agency, board, or commission with which the official or employee is affiliated;
 - (b) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
 - (c) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or
 - (d) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.
- (4) Subsection H(5) of this section does not apply to a gift:
- (a) That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;
 - (b) Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or
 - (c) Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.
- (5) Notwithstanding Subsection H(3) of this section, an official or employee may accept the following:
- (a) Meals and beverages consumed in the presence of the donor or sponsoring entity;
 - (b) Ceremonial gifts or awards that have insignificant monetary value;
 - (c) Unsolicited gifts of nominal value that do not exceed \$20 in cost or trivial items of informational value;
 - (d) Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;
 - (e) Gifts of tickets or free admission extended to an elected local official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;
 - (f) A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the Town and that the gift is purely personal and private in nature;

- (g) Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or
 - (h) Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related in any way to the official's or employee's official position.
- I. Disclosure of confidential information. Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.
- J. Participation in procurement.
- (1) An individual or a person that employs an individual who assists a Town agency in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement may not submit a bid or proposal for that procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.
 - (2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole-source procurements, and written comments solicited by the procuring agency.

§ 65-4. Financial disclosure: local elected officials and candidates to be local elected officials.

- A. Applicability; filing; deadlines.
- (1) This section applies to all local elected officials and candidates to be local elected officials.
 - (2) Except as provided in Subsection B of this section, a local elected official or a candidate to be a local elected official shall file the financial disclosure statement required under this section:
 - (a) On a form provided by the Commission;
 - (b) Under oath or affirmation; and
 - (c) With the Commission.
 - (3) Deadlines for filing statements.
 - (a) An incumbent local elected official shall file a financial disclosure statement annually no later than April 30 of each year for the preceding calendar year.
 - (b) An individual who is appointed to fill a vacancy in an office for which a financial disclosure statement is required and who has not already filed a

financial disclosure statement shall file a statement for the preceding calendar year within 30 days after appointment.

- (c) An individual who, other than by reason of death, leaves an office for which a statement is required shall file a statement within 60 days after leaving the office. The statement shall cover:

[1] The calendar year immediately preceding the year in which the individual left office, unless a statement covering that year has already been filed by the individual; and

[2] The portion of the current calendar year during which the individual held the office.

B. Candidates to be local elected officials.

- (1) Except for an official who has filed a financial disclosure statement under another provision of this section for the reporting period, a candidate to be an elected local official shall file a financial disclosure statement each year beginning with the year in which the certificate of candidacy is filed through the year of the election.
- (2) A candidate to be an elected local official shall file a statement required under this section:
- (a) In the year the certificate of candidacy is filed, no later than the filing of the certificate of candidacy;
- (b) In the year of the election, on or before the earlier of April 30 or the last day for the withdrawal of candidacy; and
- (c) In all other years for which a statement is required, on or before April 30.
- (3) A candidate to be an elected official:
- (a) May file the statement required under § 65-4B(2)(a) of this chapter with the Town Clerk or Board of Election Supervisors with the certificate of candidacy or with the Commission prior to filing the certificate of candidacy; and
- (b) Shall file the statements required under § 65-4B(2)(b) and (c) with the Commission.
- (4) If a candidate fails to file a statement required by this section after written notice is provided by the Town Clerk or Board of Election Supervisors at least 20 days before the last day for the withdrawal of candidacy, the candidate is deemed to have withdrawn the candidacy.
- (5) The Town Clerk or Board of Election Supervisors may not accept any certificate of candidacy unless a statement has been filed in proper form.

- (6) Within 30 days of the receipt of a statement required under this section, the Town Clerk or Board of Election Supervisors shall forward the statement to the Commission or the office designated by the Commission.

C. Public record.

- (1) The Commission or office designated by the Commission shall maintain all financial disclosure statements filed under this section.
- (2) Financial disclosure statements shall be made available during normal office hours for examination and copying by the public, subject to reasonable fees and administrative procedures established by the Commission.
- (3) If an individual examines or copies a financial disclosure statement, the Commission or the office designated by the Commission shall record:
 - (a) The name and home address of the individual reviewing or copying the statement; and
 - (b) The name of the person whose financial disclosure statement was examined or copied.
- (4) Upon request by the official or employee whose financial disclosure statement was examined or copied, the Commission or the office designated by the Commission shall provide the official with a copy of the name and home address of the person who reviewed the official's financial disclosure statement.

- D. Retention requirements. The Commission or the office designated by the Commission shall retain financial disclosure statements for four years from the date of receipt.

E. Contents of statement.

- (1) Interests in real property.
 - (a) A statement filed under this section shall include a schedule of all interests in real property, wherever located.
 - (b) For each interest in real property, the schedule shall include:
 - [1] The nature of the property and the location by street address, mailing address, or legal description of the property;
 - [2] The nature and extent of the interest held, including any conditions and encumbrances on the interest;
 - [3] The date when, the manner in which, and the identity of the person from whom the interest was acquired;
 - [4] The nature and amount of the consideration given in exchange for the interest or, if acquired other than by purchase, the fair market value of the interest at the time acquired;

[5] If any interest was transferred, in whole or in part, at any time during the reporting period, a description of the interest transferred, the nature and amount of the consideration received for the interest, and the identity of the person to whom the interest was transferred; and

[6] The identity of any other person with an interest in the property.

(2) Interests in corporations and partnerships.

(a) A statement filed under this section shall include a schedule of all interests in any corporation, partnership, limited liability partnership, or limited liability corporation, regardless of whether the corporation or partnership does business with the Town.

(b) For each interest reported under this subsection, the schedule shall include:

[1] The name and address of the principal office of the corporation, partnership, limited liability partnership, or limited liability corporation;

[2] The nature and amount of the interest held, including any conditions and encumbrances on the interest;

[3] With respect to any interest transferred, in whole or in part, at any time during the reporting period, a description of the interest transferred, the nature and amount of the consideration received for the interest, and, if known, the identity of the person to whom the interest was transferred; and

[4] With respect to any interest acquired during the reporting period:

[a] The date when, the manner in which, and the identity of the person from whom the interest was acquired; and

[b] The nature and the amount of the consideration given in exchange for the interest or, if acquired other than by purchase, the fair market value of the interest at the time acquired.

(c) An individual may satisfy the requirement to report the amount of the interest held under Subsection E(2)(b)[2] of this section by reporting, instead of a dollar amount:

[1] For an equity interest in a corporation, the number of shares held and, unless the corporation's stock is publicly traded, the percentage of equity interest held; or

[2] For an equity interest in a partnership, the percentage of equity interest held.

(3) Interests in business entities doing business with the Town.

- (a) A statement filed under this section shall include a schedule of all interests in any business entity that does business with the Town, other than interests reported under Subsection E(2) of this section.
 - (b) For each interest reported under this subsection, the schedule shall include:
 - [1] The name and address of the principal office of the business entity;
 - [2] The nature and amount of the interest held, including any conditions to and encumbrances on the interest;
 - [3] With respect to any interest transferred, in whole or in part, at any time during the reporting period, a description of the interest transferred, the nature and amount of the consideration received in exchange for the interest, and, if known, the identity of the person to whom the interest was transferred; and
 - [4] With respect to any interest acquired during the reporting period:
 - [a] The date when, the manner in which, and the identity of the person from whom the interest was acquired; and
 - [b] The nature and the amount of the consideration given in exchange for the interest or, if acquired other than by purchase, the fair market value of the interest at the time acquired.
- (4) Gifts.
- (a) A statement filed under this section shall include a schedule of each gift in excess of \$20 in value or a series of gifts totaling \$100 or more received during the reporting period from or on behalf of, directly or indirectly, any one person who does business with or is regulated by the Town.
 - (b) For each gift reported, the schedule shall include:
 - [1] A description of the nature and value of the gift; and
 - [2] The identity of the person from whom, or on behalf of whom, directly or indirectly, the gift was received.
- (5) Employment with or interests in entities doing business with the Town.
- (a) A statement filed under this section shall include a schedule of all offices, directorships, and salaried employment by the individual or member of the immediate family of the individual held at any time during the reporting period with entities doing business with the Town.
 - (b) For each position reported under this subsection, the schedule shall include:
 - [1] The name and address of the principal office of the business entity;
 - [2] The title and nature of the office, directorship, or salaried employment held and the date it commenced; and

- [3] The name of each Town agency with which the entity is involved.
- (6) Indebtedness to entities doing business with the Town.
- (a) A statement filed under this section shall include a schedule of all liabilities, excluding retail credit accounts, to persons doing business with the Town owed at any time during the reporting period:
- [1] By the individual; or
- [2] By a member of the immediate family of the individual if the individual was involved in the transaction giving rise to the liability.
- (b) For each liability reported under this subsection, the schedule shall include:
- [1] The identity of the person to whom the liability was owed and the date the liability was incurred;
- [2] The amount of the liability owed as of the end of the reporting period;
- [3] The terms of payment of the liability and the extent to which the principal amount of the liability was increased or reduced during the year; and
- [4] The security given, if any, for the liability.
- (7) A statement filed under this section shall include a schedule of the immediate family members of the individual employed by the Town in any capacity at any time during the reporting period.
- (8) Sources of earned income.
- (a) A statement filed under this section shall include a schedule of the name and address of each place of employment and of each business entity of which the individual or a member of the individual's immediate family was a sole or partial owner and from which the individual or member of the individual's immediate family received earned income, at any time during the reporting period.
- (b) A minor child's employment or business ownership need not be disclosed if the agency that employs the individual does not regulate, exercise authority over, or contract with the place of employment or business entity of the minor child.
- (9) A statement filed under this section may also include a schedule of additional interests or information that the individual making the statement wishes to disclose.
- F. For the purposes of § 65-4E(1), (2), and (3) of this chapter, the following interests are considered to be the interests of the individual making the statement:
- (1) An interest held by a member of the individual's immediate family, if the interest was, at any time during the reporting period, directly or indirectly controlled by the individual.

- (2) An interest held by a business entity in which the individual held a 30% or greater interest at any time during the reporting period.
- (3) An interest held by a trust or an estate in which, at any time during the reporting period:
 - (a) The individual held a reversionary interest or was a beneficiary; or
 - (b) If a revocable trust, the individual was a settler.

G. Compliance and enforcement.

- (1) The Commission shall review the financial disclosure statements submitted under this section for compliance with the provisions of this section and shall notify an individual submitting the statement of any omissions or deficiencies.
- (2) The Town Ethics Commission may take appropriate enforcement action to ensure compliance with this section.

§ 65-5. Financial disclosure: employees and appointed officials.

- A. This section applies to all appointed Town officials and all employees who have decisionmaking and/or policy responsibilities or are involved in the commitment of municipal public funds.
- B. A statement filed under this section shall be filed with the Commission under oath or affirmation.
- C. On or before April 30 of each year during which an official or employee holds office, an official or employee shall file a statement disclosing gifts received during the preceding calendar year from any person that contracts with or is regulated by the Town, including the name of the donor of the gift and the approximate retail value at the time of receipt.
- D. An official or employee shall disclose employment and interests that raise conflicts of interest or potential conflicts of interest in connection with a specific proposed action by the employee or official sufficiently in advance of the action to provide adequate disclosure to the public.
- E. The Commission shall maintain all disclosure statements filed under this section as public records available for public inspection and copying as provided in § 65-4C and D of this chapter.

§ 65-6. Exemptions and modifications.

- A. The Commission may grant exemptions and modifications to the provisions of §§ 65-3 and 65-5 of this chapter to employees and to appointed members of Town boards and commissions when the Commission finds that an exemption or modification would not be contrary to the purposes of this chapter and the application of this chapter would:

- (1) Constitute an unreasonable invasion of privacy; and
- (2) Significantly reduce the availability of qualified persons for public service.

§ 65-7. Enforcement.

A. The Commission may:

- (1) Assess a late fee of \$2 per day up to a maximum of \$250 for a failure to timely file a financial disclosure statement required under § 65-4 or 65-5 of this chapter; and
- (2) Issue a cease-and-desist order against any person found to be in violation of this chapter.

B. Upon a finding of a violation of any provision of this chapter, the Commission may:

- (1) Issue an order of compliance directing the respondent to cease and desist from the violation;
- (2) Issue a reprimand; or
- (3) Recommend to the appropriate authority other appropriate discipline of the respondent, including censure or removal, if that discipline is authorized by law.

C. Petition for relief.

- (1) Upon request by the Commission, the Town Attorney may file a petition for injunctive or other relief in the Circuit Court of Caroline County or in any other court having proper venue for the purpose of requiring compliance with the provisions of this chapter.
- (2) The court may:
 - (a) Issue an order to cease and desist from the violation;
 - (b) Except as provided in Subsection C(3) of this section, void an official action taken by an official or employee with a conflict of interest prohibited by this chapter when the action arises from or concerns the subject matter of the conflict and if the legal action is brought within 90 days of the occurrence of the official action, if the court deems voiding the action to be in the best interest of the public; or
 - (c) Impose a fine of up to \$5,000 for any violation of the provisions of this chapter, with each day upon which the violation occurs constituting a separate offense.
- (3) A court may not void any official action appropriating public funds, levying taxes, or providing for the issuance of bonds, notes, or other evidences of public obligations.

- D. In addition to any other enforcement provisions in this chapter, a person who the Commission or a court finds has violated this chapter:
- (1) Is subject to termination or other disciplinary action; and
 - (2) May be suspended from receiving payment of salary or other compensation pending full compliance with the terms of an order of the Commission or a court.
- E. A Town official or employee found to have violated this chapter is subject to disciplinary or other appropriate personnel action, including removal from office, disciplinary action, suspension of salary, or other sanction.
- F. A finding of a violation of this chapter by the Commission is public information.

Chapter 132

PARKS AND RECREATION AREAS

§ 132-1. Applicability.

§ 132-2. Parks and Recreation Committee; appointment; membership; terms; vacancy; compensation.

§ 132-3. Meetings; duties and functions of the Park and Recreation Committee.

§ 132-4. Prohibited activities in Town parks.

§ 132-5. Operating hours.

§ 132-6. Vehicle prohibitions in Town parks.

§ 132-7. Parking.

§ 132-8. Permit required for private use by groups.

§ 132-9. Violations and penalties.

[HISTORY: Adopted by the Mayor and Council of Federalsburg 5-3-2010 by Ord. No. 2010-03.¹ Amendments noted where applicable.]

GENERAL REFERENCES

Alcoholic beverages — See Ch. 13.
Animals — See Ch. 17.
Open burning — See Ch. 32.
Critical Area — See Ch. 45.
Curfew — See Ch. 48.
Forest conservation — See Ch. 87.
Littering — See Ch. 111.
Loitering — See Ch. 114.

Noise — See Ch. 121.
Parades — See Ch. 129.
Public assemblies — See Ch. 154.
Special events permits — See Ch. 189.
Failure to obey signs regulating use of public property — See Ch. 197, Art. VII.
Swimming — See Ch. 204.

§ 132-1. Applicability.

This chapter applies to publicly owned Town parks, which shall include all publicly owned areas designated for recreation within the corporate limits of the Town of Federalsburg, including but not limited to the Federalsburg Recreation Park and Marina, Chambers Park, Skateboard Park, the Marshyhope Creek Greenway Trail and VFW Boat Ramp.

§ 132-2. Parks and Recreation Committee; appointment; membership; terms; vacancy; compensation.

There shall be a Parks and Recreation Committee, which shall perform the duties set forth in this chapter, in furtherance of the Town's objectives of maintaining public parks, gardens, playgrounds and other recreational facilities and programs to promote the health, welfare, and enjoyment of the inhabitants of the Town. The Parks and Recreation Committee shall consist of seven adult members appointed by the Mayor and Town Council, for a term of three years or until their successors are appointed. In the event of a vacancy on the Committee, the Mayor

1. Editor's Note: This ordinance also repealed former Ch. 132, Parks and Recreation Areas, adopted 5-4-1998 by Ord. No. 98-07.

and Council shall appoint a qualified replacement to serve the remainder of the term. The members shall include representatives for the organized sports organizations of the Town. The Parks and Recreation Advisory Committee shall appoint one of its members to serve as the Committee's representative to report to the Mayor and Council. All members of the Parks and Recreation Committee shall serve as such without compensation.

§ 132-3. Meetings; duties and functions of the Park and Recreation Committee.

- A. The Parks and Recreation Committee shall meet as needed, but not less than quarterly. All meetings shall be open to the public unless applicable Maryland law permits an executive or closed session.
- B. The Parks and Recreation Committee shall have the following duties and functions:
 - (1) Assess the recreation needs and resources of the Town and may coordinate with community organizations to promote recreational opportunities for the public.
 - (2) Make recommendations to the Mayor and Council regarding staffing, finance maintenance, and operation of recreational facilities and programs in the Town of Federalsburg.
 - (3) Make recommendations to the Mayor and Council relating to plans and policies for public recreation, the establishment of recreational programs and plans for the acquisition of land for public recreation and open space, or major items of equipment or other improvements, including recommendations for projects suitable for grant or loan applications from federal, state or local agencies.
 - (4) Report on its activities annually and at such other times as requested by the Mayor and Council.
 - (5) Recommend rules and regulations of the use of the Town parks, which rules and regulations shall be subject to review and approval by the Mayor and Council.
 - (6) Review and make recommendations to the Mayor and Council concerning any requests for a permit for the use of any Town parks.
 - (7) Such other duties as the Mayor and Council may direct from time to time.

§ 132-4. Prohibited activities in Town parks.

- A. Within the limits of any Town park, it shall be unlawful for any person to act in any manner or fail to act that is contrary or inconsistent with a lawfully posted sign, including, but not limited to signage relating to hours of operation, speed limits, authorized persons on any path, sidewalk, walkway, pets, bicycles, vehicles, parking, other conduct.
- B. No person shall consume, sell, distribute or use any alcoholic beverages in Town parks, unless authorized by the Mayor and Council in accordance with Chapter 13 of this Code. **[Amended 6-3-2013 by Ord. No. 2013-3]**

- C. No person shall indulge in riotous, boisterous, threatening or indecent conduct, or abusive, threatening or obscene language.
- D. No person shall litter in Town parks or place any refuse in Town park trash receptacles that has been brought from private property in the vicinity.
- E. No person shall damage, deface, or disturb any tree, shrub, plant, building, wall, fence, bench, sign or any other structure or property.

§ 132-5. Operating hours.

A person may not be present in any public Town park when it is closed. Unless a Town sign prescribes a different time for park hours, the parks shall be open from 5:00 a.m. until 10:00 p.m. No person shall remain on park property upon receiving a lawful order to depart by any law enforcement officer.

§ 132-6. Vehicle prohibitions in Town parks.

- A. No person shall operate any type of minibike, trail bike, snowmobile, all-terrain vehicle or other vehicle that cannot be registered for operation on a public highway except in areas expressly designated for the use of such vehicles.
- B. No person shall ride or drive any motorcycle, automobile, or motorized vehicle upon any sidewalk, hike, or jogging trail or walk, unless said path, walkway is expressly designated for such purpose. Motor-assisted scooters are not permitted within the limits of any part except on sidewalks, and on paths set aside for the exclusive operation of bicycles.
- C. A person may not repair or wash any vehicle in any Town park.
- D. All vehicles used for the purpose of transporting freight and merchandise, or brick, stone or gravel, and all those commonly known as floats, moving wagons, express or delivery wagons are prohibited from entering upon or being driven through any of the parks of the Town, unless expressly authorized by the Mayor and Council.

§ 132-7. Parking.

- A. No vehicle shall be driven over or across the curbs, sidewalks, grass or lawn within any park area.
- B. Parking of vehicles is only permitted in areas designated or marked for parking. Where parking stalls or spaces have been designated, all vehicles shall be parked within and between the lines designating a single vehicle parking space. Where parking lots or areas within public parks of the Town have been designated for head-in parking to front on a visible parking line without delineated single vehicle spaces, the front of the vehicle shall be placed on the parking line and as near as practicable to the side of the last parked vehicle in line. No vehicle shall be parked or left behind any other vehicle in the parking line or back of such parking line in any manner so as to obstruct, block or hinder ingress or egress from the line.
- C. In parks without designated parking areas, all parking shall take place outside the boundary or curblines, where existing. The Town Police Department may issue traffic citations to violators of this section. Where a vehicle is parked or left in violation of this section in such a manner as to obstruct or block traffic, and the owner or operator of the vehicle cannot be found, the Town Police Department may authorize the vehicle to be towed or removed.

§ 132-8. Permit required for private use by groups.

Groups and organizations of 10 or more people who desire to use the Town parks for an organized event or function shall secure a permit for use. Application for a permit shall be made on a form provided by the Federalsburg Mayor and Council. All applications shall be accompanied by any required fee. No permit shall be issued to anyone under the age of 18 years. The person or persons issued a permit shall be responsible financially for any damage to park property caused during or as a result of the permitted event. All permits shall be made available to law enforcement agencies and/or park personnel. Town-sponsored events shall not be subject to the provisions of this chapter.

§ 132-9. Violations and penalties.

Unless otherwise punishable under an applicable state statute, any violation of the provisions of this chapter shall be a municipal infraction and shall be punishable as provided in Chapter 1, Article I.

Chapter 143

PLANNING AND ZONING COMMISSION

§ 143-1. Creation.

§ 143-2. Criteria for granting development approvals.

§ 143-3. Membership; terms; removal; vacancies.

§ 143-4. Chairman; meetings; records.

§ 143-5. Powers and authority.

[HISTORY: Adopted by the Mayor and Council of Federalsburg 12-6-1971 by Ord. No. 99. Amendments noted where applicable.]

GENERAL REFERENCES

Floodplain management — See Ch. 82.
Forest conservation — See Ch. 87.
Stormwater management — See Ch. 193.

Subdivision regulations — See Ch. 200.
Zoning — See Ch. 245.

§ 143-1. Creation. ¹

For the purpose of promoting health, safety, morals and the general welfare of the community, there is hereby created in accordance with § 3.02 of Article 66B of the Annotated Code of Maryland a commission to be known as the "Planning and Zoning Commission of Federalsburg," said Commission to have all the power and authority provided in said Article 66B.

§ 143-2. Criteria for granting development approvals.

The Planning and Zoning Commission of Federalsburg, in addition to the criteria set forth in § 143-1 of this chapter and in addition to the powers conferred upon it by Article 66B of the Annotated Code of Maryland, shall review all subdivision proposals and all other proposed new developments and shall grant permits for such subdivision proposals and other proposed new developments only:

- A. Where the proposal is consistent with the need to minimize flood damage;
- B. Where all public utilities and facilities, such as sewer, gas, electrical, and water systems are located, elevated, and constructed to minimize or eliminate flood damage; and
- C. Where adequate drainage is provided so as to reduce exposure to flood hazards.

§ 143-3. Membership; terms; removal; vacancies.

Said Commission shall consist of five members, namely, a member of the Council and four persons who shall be appointed by the Mayor and confirmed by the Council. The term of the

1. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

ex officio member shall not extend beyond the term for which he has been duly elected to the Council. The term of each member shall be five years or until his successor takes office, except that the respective terms of the five members first appointed shall be one, two, three, four and five years, dated from the effective date of this chapter. Members may, after a public hearing, be removed by the Council for inefficiency, neglect of duty, or malfeasance in office. The Council shall file a written statement of reasons for such removal. Vacancies occurring otherwise than through the expiration of terms shall be filled for the unexpired term by the Mayor and confirmed by the Council.

§ 143-4. Chairman; meetings; records.

The Commission shall elect its Chairman from among the appointed members and create and fill such other offices as it may determine. The term of Chairman shall be one year, with eligibility for reelection. The Commission shall hold at least one regular meeting each month. It shall adopt rules for transaction of business and shall keep a record of its resolutions, transactions, findings and determinations, which records shall be a public record.

§ 143-5. Powers and authority.

In all respects said Commission shall have all of the power and authority and all of the duties and responsibility including planning, zoning, and subdivision control now or hereafter granted to and vested in such Commission by virtue of Article 66B of the Annotated Code of Maryland.

§ 245-131. Application for zoning certificate.

- A. All applications for zoning certificates shall be accompanied by site plans in duplicate, drawn to scale, and showing the actual dimensions and shape of the lot to be built upon; the exact sizes and locations on the lot of buildings already existing, if any; and the location and dimensions of the proposed building or alteration. The application shall include such other information as lawfully may be required by the Administrator, including existing lot; proposed uses of the building and land; the number of families, housekeeping units, or rental units the building is designed to accommodate; conditions existing on the lot; and such other matters as may be necessary to determine conformance with, and provide for, the enforcement of this chapter.
- B. One copy of the plans shall be returned to the applicant by the Zoning Administrator, after he shall have marked such copy either as approved or disapproved and attested to the same by his signature on such copy. The second copy of the same plans, similarly marked, shall be retained by the Zoning Administrator.

§ 245-132. Zoning occupancy permits for new, altered, or nonconforming uses.

- A. It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered or enlarged its use or structure until a zoning occupancy permit shall have been issued therefor by the Zoning Administrator or Housing Inspector, stating that the proposed use of the building or land conforms to the requirements of this chapter.
- B. No nonconforming structure or use shall be maintained, renewed, changed, or extended until a zoning occupancy permit shall have been issued only by the Zoning Administrator. The zoning occupancy permits shall state specifically wherein the nonconforming use differs from the provisions of this chapter, provided that, upon enactment or amendment of this chapter, owners or occupants of nonconforming uses or structures shall have six months to apply for zoning occupancy permits. Failure to make such application within six months shall be presumptive evidence that the property was conforming at the time of enactment or amendment of this chapter.
- C. No permit for erection, alteration, moving, or repair of any building shall be issued until an application has been made for a zoning occupancy permit; the permit shall be issued in conformity with the provisions of this chapter upon completion of the work.
- D. The Zoning Administrator shall maintain a record of all zoning occupancy permits and copies shall be furnished upon request to any person.
- E. Failure to obtain a zoning occupancy permit shall be a violation of this chapter and punishable under § 245-143 of this chapter.

§ 245-133. Expiration of zoning certificates.

If the work described in any zoning certificate has not been substantially completed within two years of the date of issuance, unless work is satisfactorily proceeding thereof, said permit

shall expire and be canceled by the Zoning Administrator, and written notice thereof shall be given to the persons affected, together with notice that further work as described in the canceled certificate shall not proceed unless and until a new zoning certificate has been obtained.

§ 245-134. Construction and use to be in conformance with approved plans.

Zoning certificates or zoning occupancy permits issued on the basis of site plans and applications approved by the Zoning Administrator authorize only the use, arrangement, and construction set forth in such approved plans and applications, and no other use, arrangement, or construction. Use, arrangement, or construction differing with that authorized shall be deemed a violation of this chapter and punishable as provided by § 245-143 of this chapter.

**ARTICLE XIX
Appeals**

§ 245-135. Powers and duties of Board of Appeals.

The Board of Appeals shall have the following powers and duties:

- A. Administrative review. To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by the Zoning Administrator in the enforcement of this chapter.
- B. Conditional uses/special exceptions; conditions governing applications; procedures. To hear and decide only such applications for special exceptions for conditional uses as the Board of Appeals is specifically authorized to pass on by the terms of this chapter; to decide such questions as are involved in determining whether special exceptions for the approval of conditional uses should be granted, and to grant special exceptions with such conditions and safeguards as are appropriate under this chapter, or to deny issuance of a special exception when not in harmony with the purpose and intent of this chapter. A special exception for a conditional use shall not be granted by the Board of Appeals unless and until:
 - (1) A written application for a special exception is submitted indicating the section of this chapter under which the conditional use is sought and stating the grounds on which it is requested.
 - (2) The Planning and Zoning Commission has reviewed the application and has made a recommendation to the Board.
 - (3) Notice shall be given at least 15 days in advance of a public hearing. The owner of the property for which a conditional use is sought, or his agent, shall be notified by mail. Notice of such hearings for the special exception shall be posted on the property for which a conditional use is sought and at the Town Hall, and notice shall be published in a newspaper of general circulation in the Town at least 15 days prior to the public hearing.

- (4) The public hearing shall be held. Any party may appear in person, or by agent or attorney.
 - (5) The Board of Appeals shall first make a finding that it is empowered under the section of this chapter described in the application to grant the special exception for the conditional use, and that the granting of the special exception will not adversely affect the public health, safety, security, morals, or general welfare, or would result in dangerous traffic conditions, or would jeopardize the lives or property of the people living in the neighborhood.
 - (6) In granting any special exception, the Board of Appeals may prescribe appropriate conditions and safeguards in conformity with this chapter. Violation of such conditions and safeguards when made a part of the terms under which the special exception is granted shall be deemed a violation of this chapter and punishable under § 245-143 of this chapter.
- C. Variances; conditions governing applications; procedures. To authorize upon appeal in specific cases such variance from the terms of this chapter as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this chapter would result in unnecessary hardship. A variance from the terms of this chapter shall not be granted by the Board of Appeals unless and until:
- (1) A written application for a variance is submitted demonstrating:
 - (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings, in the same zone.
 - (b) That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zone under the terms of this chapter.
 - (c) That the special conditions and circumstances do not result from the actions of the applicant.
 - (d) That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures, or buildings in the same zone.
 - (2) No nonconforming use of neighboring lands, structures, or buildings in the same zone, and no permitted use of lands, structures, or buildings in other zones shall be considered grounds for the issuance of a variance.
 - (3) Notice of public hearing shall be given as in § 245-137B(2).
 - (4) The public hearing shall be held. Any party may appear in person, or by agent or by attorney.
 - (5) The Board of Appeals shall make findings that the requirements of § 245-137A(3) have been met by the applicant for a variance.

- (6) The Board of Appeals shall further make a finding that the reasons set forth in the application justify the granting of the variance, and that the variance is the minimum variance that will make possible the reasonable use of land, building, or structure.
- (7) The Board of Appeals shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this chapter, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
- (8) In granting any variance, the Board of Appeals may prescribe appropriate conditions and safeguards in conformity with this chapter. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter and be punishable under § 245-143 of this chapter.
- (9) Under no circumstances shall the Board of Appeals grant a variance to allow a use not permitted under the terms of this chapter in the zone that applies to the site in question.

§ 245-136. Decisions of Board of Appeals.

- A. In exercising the above-mentioned powers, the Board of Appeals may, so long as such action is in conformity with the terms of this chapter, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination as ought to be made, and to that end shall have powers of the Zoning Administrator from whom the appeal is taken.
- B. The concurring vote of the majority of the members of the Board shall be necessary to reverse any order, requirement, decision, or determination of the Zoning Administrator, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter, or to effect any variation in the application of this chapter.
- C. If any application or request is disapproved by the Board, thereafter the Board shall not accept application for substantially the same proposal, on the same premises, until after one year from the date of such disapproval.

§ 245-137. Membership of Board of Appeals; conduct of proceedings and hearings.

The Board of Zoning Appeals is hereby created. The Board shall consist of five members appointed by the Mayor and confirmed by the Town Council, and removable for cause, upon written charges, and after public hearing. Members shall be appointed on the initial appointment of the members of the Board, two members for a term of three years, two members for a term of two years and one member for a period of one year, with all subsequent appointments to be for terms of three years each. Vacancies shall be filled by appointment for the unexpired term. The Mayor and Council shall designate one alternate member for the Board of Appeals who may be empowered to sit with the Board in the absence of any member of the Board, and when the alternate is absent, the Council may designate a temporary alternate. A minimum of three members shall be required for a quorum.

A. Proceedings of the Board of Appeals.

- (1) The Board of Appeals shall adopt rules necessary to the conduct of its affairs and in keeping with the provisions of this chapter. Meetings shall be held at the call of the Chairman and at such other times as the Board may determine. The Chairman, or in his absence the Acting Chairman, may administer oaths and compel the attendance of witnesses. All meetings shall be open to the public.
- (2) The Board of Appeals shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be a public record and be immediately filed in the Town office.
- (3) The Board of Appeals shall make specific written findings of fact:
 - (a) That support its decision;
 - (b) Document the application's consistency with the Comprehensive Plan; and
 - (c) Meet the requirements in state law and this chapter for granting special exceptions, variances, or resolving appeals to decisions of the Planning and Zoning Commission or the Zoning Administrator.

B. Hearings; appeals; notice.

- (1) Appeals to the Board of Appeals concerning interpretation or administration of this chapter may be taken by any person aggrieved or by any officer or bureau of the governing body of the Town affected by any decision of the Zoning Administrator. Such appeals shall be within 20 days, by filing with the Zoning Administrator and with the Board of Appeals a notice of appeal specifying the grounds thereof. The Zoning Administrator shall forthwith transmit to the Board all papers constituting the record upon which the action appealed from was taken.
- (2) The Board of Appeals shall fix a reasonable time for the hearing of appeals, give public notice thereof as well as due notice to the parties in interest, and hold the public hearing within 30 days from the date of filing of the notice of appeal, but failure of the Board of Appeals to hold a hearing within 30 days shall not prejudice either the person aggrieved or any party or persons opposed to such appeal being granted. At least 15 days' notice of the time and place of such hearing shall be published in a paper of general circulation in the Town and by posting the property. At the hearing, any party may appear in person or by agent or attorney. The Board shall then decide the appeal within 15 days from the time of hearing, but failure of the Board to so decide within 15 days shall not prejudice either party.

- C. Stay of proceedings. An appeal stays all proceedings in furtherance of the action appealed from, unless the Zoning Administrator from whom the appeal is taken certifies to the Board of Appeals, after the notice of appeal is filed with him, that, by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed other than by a restraining order which may be granted by the Board of Appeals or by the Circuit Court on

application, on notice to the Zoning Administrator from whom the appeal is taken and on due cause shown.

§ 245-138. Appeals from decisions of Board of Appeals.

Any person or persons or any board, taxpayer, or department of the Town aggrieved by any decision of the Board of Appeals may seek review by the Circuit Court of such decision, in the manner provided by the laws of Maryland and particularly by § 4.08 of Article 66B of the Annotated Code of Maryland, as amended).

§ 245-139. Duties of Zoning Administrator, Board of Appeals, Mayor and Council, and Courts on matters of appeal.

- A. It is the intent of this chapter that all questions of interpretations and enforcement shall be first presented to the Zoning Administrator (and Planning and Zoning Commission) and that such questions shall be presented to the Board of Appeals only on appeal from the decision of the Zoning Administrator and Planning and Zoning Commission and that recourse from the decisions of the Board of Appeals shall be to the courts as provided by law and particularly by § 4.08 of Article 66B of the Annotated Code of Maryland, as amended).
- B. It is further the intent of this chapter that the duties of the Mayor and Council in connection with this chapter shall not include hearing and deciding questions of interpretation and enforcement that may arise. The procedure for deciding such questions shall be as stated in this section and this chapter. Under this chapter the Mayor and Council shall have only the duties of considering and adopting or rejecting proposed amendments or the repeal of this chapter, as provided by law, and of establishing a schedule of fees and charges as stated in § 245-140.

ARTICLE XX

Administration and Enforcement

§ 245-140. Schedule of fees; payment required for action on certificates and variances.

- A. The Mayor and Council shall establish (by resolution) a schedule of fees, charges, and expenses, and a collection procedure, for zoning certificates, appeals, variances, conditional uses, amendments, and other matters pertaining to this chapter. (The schedule of fees shall be posted in the Town offices and may be altered or amended from time to time by the Mayor and Council.)
- B. No certificate, conditional use, or variance shall be issued unless or until such costs, charges, fees, or expenses have been paid in full, nor shall any action be taken on proceedings before the Board of Appeals unless or until preliminary charges and fees have been paid in full.

West's Annotated Code of Maryland
Land Use
Division I. Single-Jurisdiction Planning and Zoning [Titles 1-13]
Title 2. Planning Commission
Subtitle 1. Organization and General Authority

MD Code, Land Use, D. I, T. 2, Subt. 1, Refs & Annos
Currentness

MD Code, Land Use, D. I, T. 2, Subt. 1, Refs & Annos, MD LAND USE D. I, T. 2, Subt. 1, Refs & Annos
Current with all legislation from the 2021 Regular Session of the General Assembly. Some statute sections may be more current,
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West's Annotated Code of Maryland
Land Use (Refs & Annos)
Division I. Single-Jurisdiction Planning and Zoning [Titles 1-13] (Refs & Annos)
Title 2. Planning Commission (Refs & Annos)
Subtitle 1. Organization and General Authority (Refs & Annos)

MD Code, Land Use, § 2-101

§ 2-101. Authority to establish

Effective: October 1, 2012

Currentness

A local jurisdiction may establish by local law a planning commission with the powers and duties set forth in this division.

Credits

Added by Acts 2012, c. 426, § 2, eff. Oct. 1, 2012.

Editors' Notes

LEGISLATIVE NOTES

Revisor's Note (Acts 2012, c. 426):

This section is new language derived without substantive change from former Art. 66B, § 3.01(a), as it related to the establishment of a planning commission.

In this section and throughout this title, the references to “this division” are substituted for the former references to “this article” to reflect the reorganization of material derived from former Article 66B in Division I of this article. See General Revisor's Note to article.

Defined terms: “Local jurisdiction” § 1-101

“Local law” § 1-101

Notes of Decisions (6)

MD Code, Land Use, § 2-101, MD LAND USE § 2-101

Current with all legislation from the 2021 Regular Session of the General Assembly. Some statute sections may be more current, see credits for details.

West's Annotated Code of Maryland
Land Use (Refs & Annos)
Division I. Single-Jurisdiction Planning and Zoning [Titles 1-13] (Refs & Annos)
Title 2. Planning Commission (Refs & Annos)
Subtitle 1. Organization and General Authority (Refs & Annos)

MD Code, Land Use, § 2-102

§ 2-102. Membership

Effective: July 1, 2013

Currentness

Composition

(a)(1) Except as otherwise provided in this division, a planning commission established under this subtitle shall consist of three, five, or seven members.

(2) One member of the planning commission may be a member of the legislative body, who serves as an ex officio member concurrent with the member's legislative term.

(3)(i) An ex officio member of a planning commission may not vote on any question in the result of which the ex officio member has an immediate personal or financial interest.

(ii) When an ex officio member abstains from voting on a question under subparagraph (i) of this paragraph, the ex officio member shall disclose the recusal.

Appointment

(b)(1) Except as otherwise provided in paragraph (2) of this subsection, the members of a planning commission shall be appointed by:

(i) the legislative body; or

(ii) the person designated as the appointing authority in the local law establishing the planning commission.

(2) If there is a single elected local executive, the members of a planning commission shall be appointed by the local executive and confirmed by the legislative body.

Tenure

(c)(1) The term of a member of a planning commission other than an ex officio member is:

(i) 5 years; or

(ii) until the member's successor takes office.

(2) The terms of the members of a planning commission shall be staggered.

Removal

(d)(1) A legislative body may remove a member of a planning commission for:

(i) incompetence;

(ii) misconduct; or

(iii) in the same manner as for a member of a State board or commission:

1. failure to attend meetings under § 8-501 of the State Government Article; or

2. conviction of a crime in accordance with § 8-502 of the State Government Article.

(2) The legislative body shall provide to the member:

(i) a written statement of charges stating the grounds for removal; and

(ii) an opportunity for a public hearing to contest the charges.

Vacancies

(e) If a vacancy occurs during the term of an appointed member, the vacancy shall be filled for the unexpired term in the same manner as is required for appointment under subsection (b) of this section.

Municipal alternates

(f)(1) The legislative body may designate one or more alternate members to sit on the planning commission in the absence of any member of the commission.

(2) If an alternate member is absent, the legislative body may designate a temporary alternate member to sit on the planning commission.

Credits

Added by Acts 2012, c. 426, § 2, eff. Oct. 1, 2012. Amended by Acts 2013, c. 674, § 1, eff. July 1, 2013.

Editors' Notes

LEGISLATIVE NOTES

Revisor's Note (Acts 2012, c. 426):

This section is new language derived without substantive change from former Art. 66B, § 3.02(a), (b), and (d) through (g).

In subsection (a)(2) of this section, the reference to the member's "legislative" term is substituted for the former reference to the member's "official" term for clarity.

In the introductory language to subsection (b)(1) of this section, the phrase "[e]xcept as otherwise provided in paragraph (2) of this subsection," is added for clarity.

In the introductory language to subsection (c)(1) of this section, the phrase "other than the ex officio member" is added for clarity.

In the introductory language to subsection (e) of this section, the reference to vacancies occurring "during the term of an appointed member" is substituted for the former phrase "other than through the expiration of a term" for clarity.

In subsection (e)(2) of this section, the phrase "establishing the planning commission" is added for clarity.

The Land Use Article Review Committee notes, for consideration by the General Assembly, that under subsections (a)(2) and (b) of this section, the authority of a legislative body to include one of its own members on a planning commission that it appoints presents an opportunity for a potential conflict of interest. The General Assembly may wish to reconsider the wisdom of allowing a local legislator to serve *ex officio* on a planning commission, or perhaps should consider enacting criteria for recusal of a local legislator serving on a planning commission.

The Land Use Article Review Committee also notes, for consideration by the General Assembly, that the provisions for removal of a planning commission member under subsection (d) of this section present several issues. Subsection (d)(1) of this section requires the legislative body to hold a "public hearing" before removing a member, but does not provide guidance as to the type of hearing or the due process protections available to the accused member. It may be presumed that the legislative body would conduct a quasi-judicial hearing to remove a planning commission member. If the General Assembly considers that some other form of evidentiary or other hearing is intended, it may wish to add specific language to subsection (d) of this section, including more specific language on the due process to be afforded to the member sought to be removed.

Similarly, the criteria for removal under subsection (d)(1) of this section appear limited to "inefficiency", "neglect of duty", or "malfeasance in office". It is unclear whether any of these criteria would cover common grounds for removal under other statutes, such as "incompetence", "criminal activity", whether or not related to planning commission activities, or "other good cause shown", a catch-all found in other provisions of this article. The General

Assembly may wish to compare the removal provisions for the various boards and commissions authorized under this article and conform the removal and related ethical provisions that apply to each type.

The Land Use Article Review Committee also notes, for consideration by the General Assembly, that, under subsection (e)(2) of this section, it is unclear whether the filling of a vacancy by a single elected local executive is subject to legislative confirmation under subsection (b)(2) of this section. If so, the General Assembly may wish to clarify subsection (e) of this section by referring to filling a vacancy “in the same manner as is required for appointment under subsection (b) of this section” or similar language.

The Land Use Article Review Committee also notes, for consideration by the General Assembly, that under subsection (f) of this section, only a municipal corporation is authorized to designate an alternate or temporary alternate member to serve on a planning commission. It seems to the committee that any rationale for allowing a municipal corporation to designate an alternate member would apply equally in a county subject to this division. The General Assembly may wish to consider authorizing counties as well as municipal corporations to designate alternates and temporary alternates. The committee also notes that alternates and temporary alternates are subject to the same educational requirements as full members of the planning commission.

For educational requirements for planning commission members, see § 1-206 of this article.

Defined terms: “Legislative body” § 1-101

“Local executive” § 1-101

“Local law” § 1-101

“Person” § 1-101

Notes of Decisions (3)

MD Code, Land Use, § 2-102, MD LAND USE § 2-102

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Division I. Single-Jurisdiction Planning and Zoning [Titles 1-13] (Refs & Annos)
Title 2. Planning Commission (Refs & Annos)
Subtitle 1. Organization and General Authority (Refs & Annos)

MD Code, Land Use, § 2-103

§ 2-103. Officers

Effective: October 1, 2012

Currentness

Chair

(a)(1) From among its appointed members, a planning commission shall elect a chair.

(2)(i) The term of a chair is 1 year.

(ii) A chair may be reelected.

Other officers

(b) A planning commission may establish and select other officers that it considers appropriate.

Credits

Added by Acts 2012, c. 426, § 2, eff. Oct. 1, 2012.

Editors' Notes

LEGISLATIVE NOTES

Revisor's Note (Acts 2012, c. 426):

This section is new language derived without substantive change from former Art. 66B, § 3.03(a).

In subsection (a) of this section, the references to a “chair” are substituted for the former references to a “chairman” because SG § 2-1238 requires the use of terms that are neutral as to gender to the extent practicable. See General Revisor's Note to article.

In subsection (b) of this section, the phrase “may establish and select” is substituted for the former phrase “shall ... create and fill” for clarity.

Also in subsection (b) of this section, the word “officers” is substituted for the former word “offices” for clarity.

MD Code, Land Use, § 2-103, MD LAND USE § 2-103

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Title 2. Planning Commission (Refs & Annos)
Subtitle 1. Organization and General Authority (Refs & Annos)

MD Code, Land Use, § 2-104

§ 2-104. Meetings; compensation; employees; contractors

Effective: October 1, 2012

Currentness

Meetings

(a)(1) Except as provided in paragraph (2) of this subsection, a planning commission shall hold at least one regular meeting each month.

(2)(i) Except as provided in subparagraph (ii) of this paragraph, a planning commission appointed by a municipal corporation shall hold meetings quarterly, or more often as the planning commission's duties require.

(ii) If there is no business before the planning commission, the chair may cancel the quarterly meeting.

Compensation

(b) Each member of a planning commission is entitled to the compensation that the legislative body considers appropriate.

Employees; contractors

(c) A planning commission may:

(1) appoint the employees necessary for the performance of the planning commission's functions; and

(2) contract with planners, engineers, architects, and other consultants for services that the commission requires.

Credits

Added by Acts 2012, c. 426, § 2, eff. Oct. 1, 2012.

Editors' Notes

LEGISLATIVE NOTES

§ 2-104. Meetings; compensation; employees; contractors, MD LAND USE § 2-104

Revisor's Note (Acts 2012, c. 426):

This section is new language derived without substantive change from former Art. 66B, §§ 3.02(c), 3.03(b), and 3.04(b)(1).

In subsection (a)(2)(ii) of this section, the reference to the “chair” is substituted for the former reference to the “chairman” because SG § 2-1238 requires the use of words that are neutral as to gender to the extent practicable. *See* General Revisor's Note to article.

In subsection (c)(1) of this section, the reference to “performance of the planning commission's functions” is substituted for the former phrase “its work” for clarity.

Defined term: “Legislative body” § 1-101

MD Code, Land Use, § 2-104, MD LAND USE § 2-104

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Title 2. Planning Commission (Refs & Annos)
Subtitle 1. Organization and General Authority (Refs & Annos)

MD Code, Land Use, § 2-105

§ 2-105. Miscellaneous powers and duties

Effective: October 1, 2012

Currentness

In general

- (a)(1) A planning commission shall have the powers necessary to enable the commission to fulfill its functions, promote planning, and execute the purposes of this division.
- (2) On a planning commission's request, all public officials shall provide to the commission, within a reasonable time, available information that the commission may require for the performance of the planning commission's functions.
- (3) In the performance of the planning commission's functions, a planning commission and its members, officers, and employees may enter on any land and make examinations and surveys.
- (4) A planning commission may accept and use gifts and public or private grants for the performance of the commission's functions.

Expenditures; resources

- (b)(1) A planning commission's expenditures, other than gifts, shall be made in accordance with:
- (i) the conditions of the legislative body; and
 - (ii) the amount appropriated by the legislative body.
- (2) The legislative body shall provide the funds, equipment, and accommodations necessary for the performance of the planning commission's functions.

Rules; records

- (c)(1) A planning commission shall:

(i) adopt rules for the conduct of its business; and

(ii) keep records of its resolutions, transactions, findings, and determinations.

(2) The records required under paragraph (1) of this subsection shall be open to the public.

Credits

Added by Acts 2012, c. 426, § 2, eff. Oct. 1, 2012.

Editors' Notes

LEGISLATIVE NOTES

Revisor's Note (Acts 2012, c. 426):

This section is new language derived without substantive change from former Art. 66B, §§ 3.03(c) and 3.04(a) and (b)(2).

In subsections (a)(2) and (b)(2) of this section, the references to “the performance of the planning commission's functions” are substituted for the former references to “its program” and the “planning commission's work” for clarity and consistency within this section.

In subsection (b)(1) of this section, the phrase “in accordance with the conditions ... and the amount appropriated” is substituted for the former phrase “under the conditions and within the amounts appropriated for the purpose” for clarity.

In subsection (c)(2) of this section, the reference to records “required under paragraph (1) of this subsection” is substituted for the former reference to records “of the resolutions, transactions, findings, and determinations of a planning commission” for brevity.

Defined term: “Legislative body” § 1-101

Notes of Decisions (2)

MD Code, Land Use, § 2-105, MD LAND USE § 2-105

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TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: November 15, 2021
RE: Electricity purchase rate contract holdover extension

The town entered into a contract with Constellation New Energy, Inc (attached) to provide electricity at the rates stated for a one-year period ending on December 16, 2021. Presently the town is waiting for the final testing of the communications equipment as the last requirement prior to completing the solar panel project. Once the solar panels are fully operational and the two-way\revenue meter is installed, the town will realize costs savings and a reduction in the number of kilowatt hours purchased. The completion date of this project is unknown at this time. The impact of the solar panel project on the town's overall revenues is approximated, but unknown at this time since it is not operational. The end date of the current electricity contract will occur before the town has an opportunity to acquire any meaningful operational data. Obviously, this was not the desired result of this project. Substantial completion of the project occurred months ago, with additional distribution and communication work outside the original contract documents making for months-long delays. Staff is requesting that pending further discussion the mayor and town council request Constellation New Energy, Inc to extend service past December 16, 2021 as a holdover period on a month-to-month basis. This option is provided for in the "Term" section of the current contract. While this option does not state the specific rate, it does provide the formula for determining the rate on a monthly basis. Pending further discussion provide direction to staff.

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

OWN OF FEDERALSBURG ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Fixed
Transmission Costs	Fixed
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed
Balancing Congestion Costs	Fixed
Transmission Reallocation Costs	Fixed
Renewable Portfolio Standards Costs	Fixed
Maryland OREC Costs	Fixed

The contract prices contained in the Account Schedule include credit costs and margin. Any applicable RMR Costs are also included in the contract prices. Selecting "Transmission Costs" as "Fixed" means that these costs are included in your contract price and are not subject to change unless there has been a Change in Law pursuant to Section 5 of the General Terms and Conditions below. For clarity, we will not pass through any future changes in Transmission Costs based on the UDC's regular adjustments to Network Transmission Service and Transmission Enhancement rates.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the

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pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + \$.015000/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Maryland, your maximum demand exceeds 100 kilowatts and that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

Consumer Protections, State Public Utility Commission, and UDC Information. If you are a Maryland consumer, you acknowledge Consumer Protection Orders adopted by the Maryland Public Service Commission in Case No. 8738 and Order Nos. 75949, 76110, 76931, and to the extent they can be waived under applicable law, you affirmatively waive those protections, including but not limited to the right of a 10 day rescission period, evergreen or automatic renewal requirements, "wet" signature requirements, price comparison guidelines, second notice for renewals requirement, and termination and price change notice requirements, except to the extent specifically provided for herein. If there is any conflict between this Agreement and the referenced orders or tariffs, you agree that this Agreement shall control to the extent permissible under applicable law.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

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UDC Name	UDC Abbreviation	Contact Numbers
Delmarva Power & Light Company - MD	DPL-MD	1-800-898-8045

Additional information may be obtained by contacting the Public Service Commission ("PSC") of Maryland at: 1-800-492-0474, 6 St. Paul Street, Baltimore, MD 21202-6806, OR the PSC of the District of Columbia at: (202) 626-5100, 1333 H Street, NW, 6th Floor, East Tower, Washington, D.C. 20005, OR the Pennsylvania Public Utility Commission at: (717) 783-1740, P.O. Box 3265, Harrisburg, PA 17105-3265, OR the Delaware PSC at (302) 739-4247, 861 Silver Lake Boulevard, Cannon Building, Ste 100, Dover, DE 19904.

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Town of Federalsburg

Signature: _____

Signature: Kimberly M. Abner

Printed Name:
Title:

Printed Name: Kimberly M. Jahnigen Abner
Title: Mayor

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002
Attn: Contracts Administration

Date: 11/18/2020
Address: 118 N Main St
Federalsburg, MD 21632-1003

Fax: 888-829-8738
Phone: 844-636-3749

Fax:
Phone: 4107458173
Email: kmabner@federalsburg.org

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General Terms and Conditions

Definitions.

Ancillary Services And Other ISO Costs means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

Auction Revenue Rights Credits means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

Balancing Congestion Costs means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

Capacity Costs means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

Deration Credits means the transmission loss deration value for each Account as accounted for by the ISO for the applicable UDC. Only if Deration Credits are noted as included in the contract price will (a) the Retail Service Price reflect the transmission loss deration value and (b) the Line Loss Costs be calculated in accordance with Line Loss Costs as "Passed Through" (as further described below and expressly not including the transmission loss deration value).

Energy Costs means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule.

FERC Order 745 Costs means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

ISO means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

Line Loss Costs means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in

the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

Maryland Offshore Renewable Energy Certificate Costs or **Maryland OREC Costs** means all costs related to complying with the state of Maryland's renewable portfolio standard requirement for the purchase of offshore wind energy. If Maryland OREC Costs are not included in the contract price, then at such time when we are required to pay for ORECs, we will invoice you the incremental costs of the OREC obligations (at the levels required by currently applicable Law) as the product of (i) the Monthly Maryland OREC Price (as converted to \$/kWh); and (ii) an Account's monthly kWh usage. The "Monthly Maryland OREC Price" is the price of renewable portfolio standards compliance for Offshore Wind RECs for the Account, for a particular month, as set by the Maryland Public Service Commission.

Non Time Of Use or **NTOU** means all hours of each day.

Off Peak means all hours other than Peak hours.

Peak means the hours designated as peak from time to time by the UDC.

Renewable Portfolio Standards Costs or **RPS Costs** means the costs associated with meeting renewable portfolio standards costs at the levels required by applicable Law, provided however, if Maryland OREC Costs (defined above) are selected as "Passed Through," those costs will be charged separately from RPS Costs. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

RMR Costs or **Reliability-Must-Run Costs** means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

Taxes means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

Transmission Costs means the charge for Network Transmission Service and Transmission Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

Transmission Loss Credits means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

Transmission Reallocation Costs means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

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"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related

products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR

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LAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and

enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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**ACCOUNT SCHEDULE:
For: Town of Federalsburg**

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on November 17, 2020

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is **COMPLETE** and **ACCURATE**.
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 26

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
DPL-MD	0550002099107001900058	102 S. Main St, Federalsburg, MD 216321215	12/15/20	12/16/21	\$0.05268
DPL-MD	0550023527007000730868	River Marina Park, Federalsburg, MD 21632	12/14/20	12/15/21	\$0.05268
DPL-MD	0550032863787000867650	305 Reliance Ave, Federalsburg, MD 216322721	12/15/20	12/16/21	\$0.05268
DPL-MD	0550035656497000907425	408 RAILROAD AVE, FEDERALSBURG, MD 21632-1413	12/14/20	12/15/21	\$0.05268
DPL-MD	0550036094477000914983	1001 Industrial Park Rd Sign, Federalsburg, MD 21632	12/14/20	12/15/21	\$0.05268
DPL-MD	0550041891007000048616	202 W Central Ave, Federalsburg, MD 216321243	12/15/20	12/16/21	\$0.05268
DPL-MD	0550044625317000098033	River Rd, Federalsburg, MD 21635	12/14/20	12/15/21	\$0.05268
DPL-MD	0550049261217000182115	106 E. Central Ave, Federalsburg, MD 216321310	12/15/20	12/16/21	\$0.05268
DPL-MD	0550053890977000257211	Railroad Ave, Federalsburg, MD 21653	12/14/20	12/15/21	\$0.05268
DPL-MD	0550059581077000343763	118 N. Main St, Federalsburg, MD 216321003	12/15/20	12/16/21	\$0.05268
DPL-MD	0550062210597000196443	104 Morris Ave, Federalsburg, MD 216321001	12/15/20	12/16/21	\$0.05268
DPL-MD	0550062215057000391831	Town Of E Central Ave, Federalsburg, MD 21658	12/15/20	12/16/21	\$0.05268
DPL-MD	0550062423457000394029	Street Lights, Federalsburg, MD 21632	12/15/20	12/16/21	\$0.05268
DPL-MD	0550062910607000402218	305 Reliance Ave, Federalsburg, MD 216322721	12/15/20	12/16/21	\$0.05268
DPL-MD	0550064537777000439413	300 RELIANCE AVE, FEDERALSBURG, MD 216322720	12/15/20	12/16/21	\$0.05268
DPL-MD	0550067592727000490990	404 S. Main St, Federalsburg, MD 216321447	12/14/20	12/15/21	\$0.05268
DPL-MD	0550069458067000633199	Reliance Ave, Federalsburg, MD 21639	12/15/20	12/16/21	\$0.05268
DPL-MD	0550070572547000549738	106 New Rd, Federalsburg, MD 21659	12/15/20	12/16/21	\$0.05268

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DPL-MD	0550073540997000595827	Main St, Federalsburg, MD 21645	12/14/20	12/15/21	\$0.05268
DPL-MD	0550075450357000627619	408 Railroad Ave, Federalsburg, MD 216321413	12/14/20	12/15/21	\$0.05268
DPL-MD	0550082314117000731100	141 Liberty Rd, Federalsburg, MD 216321318	12/15/20	12/16/21	\$0.05268
DPL-MD	0550082321467000731152	300 Reliance Ave, Federalsburg, MD 216322720	12/15/20	12/16/21	\$0.05268
DPL-MD	0550082330787000732428	218 Morris Ave, Federalsburg, MD 216321021	12/15/20	12/16/21	\$0.05268
DPL-MD	0550089394197000839032	327 N. Main St, Federalsburg, MD 216321008	12/15/20	12/16/21	\$0.05268
DPL-MD	0550095684077000941625	3305 Hayman Dr, Federalsburg, MD 21657	12/15/20	12/16/21	\$0.05268
DPL-MD	0550104895107000021618	Rt. 306 Federalsburg, Federalsburg, MD 21641	12/15/20	12/16/21	\$0.05268

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

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TO: Mayor & Council Members
FR: Larry DiRe, Town Manager
DT: November 15, 2021
RE: Code Enforcement Function Staff Line

The recent retirement of the town staff member responsible for these functions, and the corresponding short-term contracting out of certain functions to a professional inspection service, acted as both a stop-gap measure to ensure continuity of function, but also a de facto forced prioritization of these functions. While "code enforcement" as a practical synonym of property maintenance holds a premium in the community, the array of functions assigned to this one position work against that high-level value of function. The opportunity to restructure and prioritize the entire approach (including outsourcing when appropriate) is at hand, as is the opportunity to make necessary text amendments to the town code.

As a general overview the town has four potential choices, each of which carries organizational pros and cons. **The first option** – replace the open staff position with a replacement holding the same knowledge, skills, and abilities and credentials. This option continues the level of service responsibilities and keeps the staff position fully within the town employment chain of command for accountability. A decided weakness with this option is the totality of responsibilities is held by one individual and the town's ability to provide a range of services is subject to one individual's employment status. In other words, the incumbent will wear many hats, and when one hat walks out the door, they all do. On a practical level, recruiting and retaining such an individual will put the town squarely within the marketplace competition with firms the town is currently and potentially contracting for these services. **The second option** - Outsource all plan review, inspection and code enforcement functions to a professional firm. This option removes the recruitment and retention issues from providing the service. Also, the town is not responsible for employee overhead, professional development or certification. All of that falls on the contractor and a contract can be written to ensure that any contractor maintains that expertise in house. Outsourcing removes a level of quality control and accountability found with a staff member performing these functions. **The third option – Hybrid I** This option retains some of the knowledge, skill and ability skill set in house, while outsourcing others. Careful consideration will be required to determine the most important skill set to keep in house while parting with those of secondary importance, such as critical area manager. Accountability remains within the organization, while recruitment and retention are less stressed due to certain functions being done by an outside contractor. **The fourth option – Hybrid II** Outsource all plan review and inspection functions to an outside firm with the appropriate knowledge, skills, and abilities, and credentials while keeping permitting in house and some lower-level code enforcement functions performed by this staff line or a part-time seasonal employee (basically to watch the grass grow).

Presented for discussion only at this time. Pending mayor and council discussion, provide direction to staff.

Job Title:

Code Enforcement Officer/Building Inspector

Job Description:

This position requires office and field work to secure compliance with the municipal code of ordinances. The incumbent is also responsible for the following programs and regulations as related to the Town of Federalsburg: Critical Areas Program, Federal and State Non-Tidal Wetlands Program, Forestry Plan, FEMA, Floodplain, and Army Corps of Engineers, 2020 Growth Management Plan. The incumbent must be familiar with all applicable codes, investigate complaints, perform rental property inspections, issue all permits and citations, and coordinate enforcement with proper authorities in zoning, housing, and ordinance matters, and any other duties as assigned by the Town Manager. The Code Enforcement Officer will also act as the Zoning Administrator and give regular progress reports to the Planning and Zoning Commission. This position may require some evening and weekend work, and is a salaried position.

Examples of Work: (Illustrative only)

1. Maintain zoning, housing, and code enforcement ordinances.
2. Inspect all applicable construction work in the Town limits to guarantee compliance with the municipal code of ordinances.
3. Investigate all complaints as related to zoning and the municipal code of ordinances.
4. Perform rental property inspections when required and, if appropriate, issue citations.
5. Coordinate enforcement of all zoning, code, and housing ordinances with proper local, State and Federal agencies, and issue permits and citations.
6. Coordinate all activities as related to Critical Areas, Non-Tidal Wetlands, Forestry Plan, FEMA, Floodplain, Army Corps of Engineers and the 2020 Growth Management Plan.
7. Inspect properties for code and clean lot violations.
8. Conduct follow-up inspections.

9. Review applications for building permits.
10. Serves as advisor to Planning and Zoning Commission with mandatory attendance at all Planning and Zoning Meetings.
11. Review all building site plans and building plans for zoning and code compliance.
12. Work with developers/builders and others, to present proper plans and coordinate for any needed corrections/adjustments.
13. Assist and direct all applicants for building permits with advice/insight to needed information for permit process.
14. Advise the Mayor and Council and Town Manager of needed changes/updates in adopted Code/Ordinances.
15. Review and update fee schedules for presentation to Planning and Zoning and Mayor and Council.
16. Arrange public hearings for Planning and Zoning, Board of Zoning Appeals, and BOCA Board of Appeals, when necessary.
17. Must be able to maintain strict confidentiality when required.
18. Must be able to attend all Mayor and Council meetings and workshops as called upon by the Mayor and Council and/or the Town Manager.
19. Must be able to present a cheerful and neat appearance, and must be able to project an appropriate diplomatic manner when dealing with public concerns, issues, and questions.

Required Knowledge, Skills and Abilities:

Must have the ability to understand the provisions required in the municipal code ordinances and Federal and State regulations. Knowledge of BOCA, CABO, and livability code.

Must be able to work with the public, have good interpersonal skills, the ability to write effectively, and have a good speaking ability.

Needs to be alert and attentive to detail, and express oneself clearly.

Must have a valid driver's license, be in good physical condition and of good moral character.

Minimum Experience, Education and Training:

High school graduate and must pass Building Inspection Certification.

Desired Qualifications:

An associate of science or associate of applied sciences degree and five or more years relevant enforcement and inspection background.

Five (5) years Building Trades background.

State certification for building inspection.

DRAFT Request for Proposals for Plan Review and Inspection Services

The Town of Federalsburg (Town) requests proposals from consulting plan review and inspection services firms desiring to provide consulting services on an “as needed” basis. The Town intends to utilize one or more consulting firms to provide plan review and/or inspection services. The purpose of this request for proposals is to obtain a price proposal to provide plan review services and building inspection services described herein and to obtain qualifications of each firm (Consultant). Contact Person Inquiries related to this Request for Proposals should be directed to: Lawrence DiRe, Town Manager telephone (410) 754-8173 email townmanager@federalsburg.org Consultant will perform residential and commercial plan review for fire and life-safety, structural, electrical, mechanical, plumbing, disabled access, and pertinent municipal code and state regulations governing the design and construction of buildings and other structures. **Proposals shall be submitted in pdf format as a single document, and emailed to townmanager@federalsburg.org by Wednesday December 15, 2021 at 2:00 p.m. eastern time.**

Scope of Plan Review Services: The Consultant’s scope of plan review services will be as follows: a. Perform plan review of structural and non-structural, per local, State and federal regulations using qualified staff. b. Perform plan reviews and back checks within the Town’s turn-around schedules. c. Perform plan review of projects. Upon completion of plan review of a project, provide written certification to the Town that Consultant’s approved plans meets all requirements. Such certification shall be submitted to the Town upon delivery of the Consultant’s approved plans to the Town. d. Consultant must be able to perform electronic plan review.

Scope of Building Inspection Services: The Consultant’s scope of building inspection services will be as follows: a. Perform building inspections in all phases of construction using inspectors with at least 3 years of experience in all phases of construction inspection and possessing ICC Certifications in the subject area of inspection. b. Perform inspection of projects using certified inspectors. Upon completion of the final inspection provide written certification to the Town that the work inspected meets all the requirements for approved plans. Such certification shall be submitted to the Town Manager within 7 calendar days upon final inspection of the project. c. Consultant must be able to supply inspectors on relatively short notice.

This is a three-year contract term, with option to renew for one year after expiration of initial contract. Selected Consultant(s) must provide proof of insurance and compliance with all state and federal employment, conflict of interest, and other public disclosure requirements before entering into a contract with the Town. The Town reserves the right to reject any and all proposals.

