

LARRY HUSHOUR
Mayor

JASON M. POIRIER
Council President



Council Members
PAMELA M. REED
Secretary

KARL L. MUNDER
LYNNE P. GALLETTI
STEPHEN L. DOMOTOR

This meeting will be broadcast live at <https://facebook.com/TownofMountAiry/> and on local Channel 23. It can also be viewed live at www.carrollmediacenter.org Town Hall is closed to the public.

1. January 2022 Tentative Town Council Agenda

Documents:

[TENTATIVE JANUARY 2022 TOWN COUNCIL AGENDA.PDF](#)

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

5. SPEAKERS

6. APPROVAL OF COUNCIL MEETING MINUTES & CLOSED MINUTES, And Other Related Minutes As Listed:

6.I. December 2021 Town Council Minutes

Documents:

[12-6-2021 TOWN COUNCIL MINUTES.PDF](#)

6.II. December 2021 Public Hearing Minutes

Documents:

[12-6-2021 PUBLIC HEARINGS.PDF](#)

7. MOUNT AIRY POLICE CHIEF REITZ'S MONTHLY REPORT

8. MOUNT AIRY VOLUNTEER FIRE COMPANY REPORT

9. COMMUNITY CONCERNS/CITIZEN COMMENTS

10. NEW BUSINESS

10.I. Reduction In Bonding Twin Arch Business Park Sec 4 Phase 2 Lot 18A- J

Documents:

[REDUCTION IN BONDING TWIN ARCH BUSINESS PARK SECTION 4, PHASE 2, LOT 18A-J.PDF](#)

10.II. Commission Appointments And Re-Appointments

Documents:

[JANUARY 2022 APPOINTMENT AND RE-APPOINTMENT.PDF](#)

11. ORDINANCES AND RESOLUTIONS

11.I. Annexation Resolution 2021-44 Proposed Annexation Of The Rigler Property

Documents:

[RIGLER PROPERTY.PDF](#)

11.I.i. Annexation Resolution 2021-44 Proposed Annexation Of The Rigler Property

Documents:

[JOINT ANNEXATION - RIGLER PROPERTY ANNEXATION RESOLUTION 2021-44.PDF](#)

11.I.ii. Ordinance 2021-18

Documents:

[ORDINANCE 2021-18 REGULATION OF WIRELESS FACILITIES.PDF](#)

11.I.iii. Ordinance 2021-29

Documents:

[ORDINANCE 2021-29 BODY WORN CAMERAS FOR POLICE BUDGET AMENDMENT FOR ADOPTION.PDF](#)

11.I.iv. Ordinance 2022-1

Documents:

[ORDINANCE 2022-1 EMERGENCY BUDGET AMENDMENT.PDF](#)

11.I.v. Ordinance 2022-2

Documents:

[ORDINANCE 2022-2 DEVELOPMENT IMPACT FEES FOR INTRODUCTION.PDF](#)

11.I.vi. Ordinance 2022-3

Documents:

[ORDINANCE 2022-3 IMPOSING A DEVELOPMENT FEE FOR POLICE PROTECTION FOR INTRODUCTION.PDF](#)

11.I.vii. Exhibit A Town Council

Documents:

EXHIBIT A - TOWN COUNCIL POLICY NO. 7 CONCERNING DISCLOSURE
OF CONTACTS.PDF

11.I.viii. Resolution 2022-1

Documents:

RESOLUTION 2022-1 TO ADOPT TOWN COUNCIL POLICIES
CONCERNING DISCLOSURE.PDF

12. UNFINISHED BUSINESS

12.I. Schedule Workshops For Charter Amendments 2021-2 Through 2021-6

12.II. Recommendation Of Award For A Flat Iron Building Alternatives Study

Documents:

INITIAL WORK AUTHORIZATION_MOUNT AIRY FLAT IRON.V3.PDF

12.III. Flat Iron Discussion

13. MAYOR AND COUNCIL REPORTS

•Mayor's Report- Mayor Hushour

•Recreation & Parks Commission (COUNCILMEMBER REED)

•Economic Development – Planning Commission (COUNCILMEMBER MUNDER)

•Sanitation and Recycling Commission (COUNCILMEMBER DOMOTOR)

•Streets & Roads Commission and Beautification Commission (COUNCILMEMBER
GALLETTI)

•Water & Sewer Commission and Mount Airy Sustainability Commission
(COUNCILMEMBER POIRIER)

•Town Administrator Report (DAVID WARRINGTON)

•Town Attorney Report (TOM MCCARRON)

•Code Enforcement Officer Report

13.I. Town Administrator Report

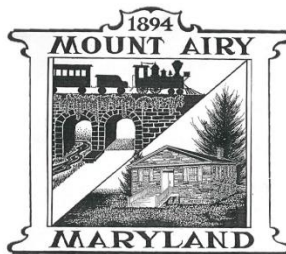
Documents:

TOWN ADMINISTRATOR REPORT JANUARY 22.PDF

14. ADJOURNMENT

LARRY HUSHOUR
Mayor

JASON M. POIRIER
Council President



Council Members
PAMELA M. REED
Secretary

KARL L. MUNDER
LYNNE P. GALLETTI
STEPHEN L. DOMOTOR

TENTATIVE MOUNT AIRY TOWN COUNCIL AGENDA

Meetings are held at Mount Airy Town Hall, 110 S. Main Street, Mount Airy, MD

JANUARY 10, 2022

This meeting will be broadcast live at

<https://www.facebook.com/TownofMountAiry/> and on local Channel 23.

It can also be viewed live at www.carrollmediacenter.org. Town Hall is closed to the public.

REGULAR TOWN COUNCIL MEETING – 7:30 p.m.

- **CALL TO ORDER**
- **PLEDGE OF ALLEGIANCE**
- **CLOSED MEETING** - “*STATUTORY AUTHORITY TO CLOSE SESSION, GENERAL PROVISIONS ARTICLE*” – as allowed by 3-305(7); To consult with counsel to obtain legal advice on a legal matter; Subj: Recommendation concerning a Commission member
 - as allowed by 3-305(3); To consider the acquisition of real property for a public purpose and matters directly related thereto; Subj: Twin Ridge Stormwater Management
- **PRESENTATIONS**
- **SPEAKER(S)**
- **APPROVAL OF COUNCIL MEETING MINUTES & CLOSED MINUTES, and other related minutes as listed:**
 - December 2021 - Town Council Meeting Minutes
 - December 2021 – Public Hearing Minutes for – Charter Amendment 2021-4, 2021-5 & 2021-6
 - December 2021 – Closed Meeting Minutes - “*STATUTORY AUTHORITY TO CLOSE SESSION, GENERAL PROVISIONS ARTICLE*” – as allowed by 3-305(b); To consider the acquisition of real property for a public purpose and matters directly related thereto, Subj: Park Ridge Drive

P.O. Box 50, Mount Airy, MD 21771
Telephone: (301) 829-1424 • Fax: (301) 829-1259
Email: town@mountairymd.gov • Web Page: www.mountairymd.gov

- **MOUNT AIRY POLICE DEPARTMENT MONTHLY REPORT** – Chief Reitz
- **MOUNT AIRY VOLUNTEER FIRE COMPANY REPORT**
- **COMMUNITY CONCERNS/CITIZENS COMMENTS** - Public comment can be made by emailing the Town Clerk at hmcclary@mountairymd.gov or by calling 443-398-5354.
- **NEW BUSINESS**
 - Reduction in Bonding – Twin Arch Business Park, Section 4, Phase 2, Lot 18A – J. Breeding
 - Commission Appointments & Re-appointments – Mayor Hushour
- **ORDINANCES AND RESOLUTIONS:**
 - a. **Annexation Resolution 2021-44 – Proposed Annexation of the Rigler Property – for Setting of Public Hearing & Adoption of Annexation Plan**
 - b. **Ordinance 2021-18 – Small Cell Tower - For Adoption**
 - c. **Ordinance 2021-29 – Budget Amendment for Body Worn Cameras - grant funds \$42,098 – For Adoption**
 - d. **Ordinance 2022-1 – *Emergency* Budget Amendment for Bolt Replacement Twin Arch Business Park \$250,000 – For Adoption**
 - e. **Ordinance 2022-2 – Development Fees – For Introduction**
 - f. **Ordinance 2022-3 – Public Safety Impact Fees – For Introduction**
 - g. **Resolution 2022-1 – Council Policy #7 – Disclosure of Contacts by Council Members with Interested Parties – For Adoption**
- **UNFINISHED BUSINESS**
 - Schedule Workshop(s) for Charter Amendments (2021-2 through 2021-6)– Council President Poirier
 - Recommendation of Award for a Flat Iron Building Alternatives Study – B. Quinn
 - Flat Iron Building - Discussion – Council President Poirier
- **MAYOR, COUNCIL AND STAFF REPORTS – Highlights/action items only**
 - Mayors Report – **MAYOR HUSHOUR**
 - Recreation & Parks Board (**COUNCIL SECRETARY REED**)
 - Economic Development Commission & Planning Commission (**COUNCILMEMBER MUNDER**)
 - Recycling and Sanitation Commission (**COUNCILMEMBER DOMOTOR**)
 - Streets & Roads Commission and Beautification Commission (**COUNCILMEMBER GALLETTI**)

- Water & Sewer Commission and Mount Airy Sustainability Commission
(COUNCIL PRESIDENT POIRIER)
 - Town Attorney Report **(TOM MCCARRON)**
 - Town Administrator Report
 - Code Enforcement Officer Report
 - Zoning Administrator Report
-
- **POSSIBLE CLOSED MEETINGS** - ***“STATUTORY AUTHORITY TO CLOSE SESSION, GENERAL PROVISIONS ARTICLE”*** – **as allowed by 3-305(3)**; To consider the acquisition of real property for a public purpose and matters directly related thereto; Subj: 8 N. Main Street
-
- **ADJOURNMENT**

The Town will make every effort to provide a reasonable accommodation for the hearing impaired by providing a sign language interpreter. A request for such an accommodation must be made 72 hours in advance of the meeting in order to facilitate scheduling.

Doc: R: administrative/councilagenda/agenda TC January 2022 draft

LARRY HUSHOUR
Mayor

JASON M. POIRIER
Council President



Council Members
PAMELA M. REED
Secretary

KARL L. MUNDER
LYNNE P. GALLETTI
STEPHEN L. DOMOTOR

Minutes of the Mount Airy Town Council Meeting December 6, 2021

Attendees: Town Officials: Mayor Hushour, Council President Poirier, Councilmember Reed, Councilmember Munder, Councilmember Galletti and Councilmember Domotor.

Town Staff: David Warrington- Town Administrator, Barney Quinn – Town Engineer, Tom McCarron - Town Attorney, Holly McCleary – Town Clerk, John Breeding – Director of Planning and Zoning, Charlene Singleton- Senior Accounting Clerk, Katie Moore- Accounting Clerk.

1. **Call to Order and Pledge-** Council President Poirier called the Town Council meeting to order and led everyone in the pledge.
2. **PRESENTATIONS-** None
3. **SPEAKERS –** None.
4. **APPROVAL OF TOWN COUNCIL MEETING MINUTES –** MOTION: Council President Poirier moved to pass the December Public Hearing and Town Council minutes, Councilmember Reed seconded. Vote: All in Favor with corrections.
5. **MOUNT AIRY POLICE CHIEF REITZ’S MONTHLY REPORT-**Chief Reitz gave his report.
6. **MOUNT AIRY VOLUNTEER FIRE COMPANY REPORT-** Bruce Walz gave his report.
7. **COMMUNITY CONCERNS /CITIZEN COMMENTS-**
 - Brian Stroh discussed his concerns about traffic.
 - Patty Washabaugh discussed the Charter Amendments.
 - Rick Blatchford discussed the Charter Amendments.
 - Rick Dye discussed the Charter Amendments.
8. **NEW BUSINESS-**
 - **Approval of Equipment Purchase of Public for Public Works – David Warrington-** MOTION: Council President Poirier moved to approve, Councilmember Munder seconded. Vote: All in Favor.
 - **Recommendation of Award for an AMI Water Meter System- B. Quinn-** MOTION: Council President Poirier moved to accept, not to exceed 1.25 million, Councilmember Munder seconded. Vote: All in Favor.
 - **Recommendation of Award for a Flat Iron Building Alternative Study – B. Quinn –** Barney Quinn will be getting proposals from Design Collective.

- **Approval of Body Worn Cameras purchase – Chief Reitz-** MOTION: Council President Poirier moved to approve, Councilmember Galletti seconded. Vote: All in Favor.
- **Commission Appointments & Re-appointments- Mayor Hushour -**
 - Fran Sonkin appointed to Water and Sewer- Vote: All in Favor.
 - Sara McIlvaine appointed to Recreation and Parks – Vote: All in Favor.
 - Elizabeth Hushour appointed to Mount Airy Sustainability Commission- Vote: All in Favor.
 - Lindey Camerata appointed to Planning Commission- Tabled until the January Town Council Meeting. Vote: Council President Poirier Yea, Councilmembers Reed, Munder, Galletti Yea, Councilmember Domotor-Nay.
- **Discussion- Brian Bieda-** MOTION: Councilmember Reed moved to have Town Attorney, Tom McCarron, deliver his legal expertise on retracting a commission member after appointed by Town Council in a closed meeting. Councilmember Galletti second. Vote: All in Favor.

9. ORDINANCES AND RESOLUTIONS-

- **Ordinance 2021-Ordinance 2021-218 Small Cell Tower – for Re-introduction and Adoption-** MOTION: Council President Poirier moved to re-introduce, redline version, Councilmember Munder seconded.
- **Charter Amendment 2021-2, 2021-3, 2021-4, 2021-5 and 2021-6-** MOTION: Council President Poirier moved to table until after workshop sessions end, Councilmember Reed seconded. Vote: All in Favor.
- **Ordinance 2021-26- Budget Amendment for Recycling Totes \$9,540- for Adoption-** MOTION: Council President Poirier moved to adopt, Councilmember Munder seconded. Vote: All in Favor.
- **Ordinance 2021-27- Budget Amendment for Twin Ridge Storm Water Management Facility \$43,000- for Adoption-** MOTION: Council President Poirier moved to adopt, Councilmember Munder seconded. Vote: All in Favor.
- **Ordinance 2021-28 – Budget Amendment for engineering Services & Rehab of Eight Storm Water Management Ponds \$120,000- for Adoption-** MOTION: Council President Poirier moved to adopt, Councilmember Munder seconded. Vote: All in Favor.
- **Ordinance 2021-29- Budget Amendment for Body worn Cameras – grant funds \$42,098- for Introduction-** Council President Poirier moved to introduce, Councilmember Domotor seconded.

10. UNFINISHED BUSINESS –

- **Flat Iron Building- Council President Poirier-** The Flat Iron building was discussed during New Business. Councilmember Domotor had more questions and Barney Quinn explained to him what they discussed previously.

11. Mayor and Council Reports-

- **Mayors Report-** Mayor Hushour gave his report
- **Parks & Recreation Commission –** Councilmember Reed gave her report.
- **Economic Development – Planning Commission –** Councilmember Munder gave his report.
- **Sanitation and Recycling –** Councilmember Domotor gave his report.
- **Streets & Roads Commission & Beautification-** Councilmember Galletti gave her report.
- **Water and Sewer Commission and Mount Airy Sustainability Commission-** Council President Poirier gave his report.
- **Town Administrator –** See Attached.
- **Town Attorney –** Tom McCarron gave his report.
- **Zoning Administrator report –** See attached.
- **Code Enforcement Officers report –** See attached.

12.ADJOURNMENT – Councilmember Poirier moved to adjourn the Town Council meeting
Councilmember Reed seconded.

Prepared by Colleen Reilly

Pamela Reed, Secretary

Date

LARRY HUSHOUR
Mayor

JASON M. POIRIER
Council President



Council Members
PAMELA M. REED
Secretary

KARL L. MUNDER
LYNNE P. GALLETTI
STEPHEN L. DOMOTOR

Minutes of the Mount Airy Town Council Public Hearings December 6, 2021

Attendees: Town Officials: Mayor Hushour, Council President Poirier, Councilmember Reed, Councilmember Munder, Councilmember Galletti and Councilmember Domotor.

Town Staff: David Warrington- Town Administrator, Holly McCleary -Town Clerk, Barney Quinn – Town Engineer, Tom McCarron - Town Attorney, Charlene Singleton - Senior Accounting Clerk, Katie Moore- Accounting Clerk, John Breeding – Director Planning and Zoning.

Town Council President Jason Poirier called the meeting to order.

Public Hearing – Charter Amendment 2021-4 - Code of Conduct - 6:20 p.m.

Speakers

Scott Sirchio - 1607 Pullman Court
Dick Swanson - 1107 S. Main Street
Rick Dye – 705 Parkridge Drive

Public Hearing – Charter Amendment 2021-5 Whistleblower Protection - 6:40 p.m.

Speakers

Scott Sirchio – 1607 Pullman Court
Rick Dye – 705 Parkridge Drive

Public Hearing – Charter Amendment 2021-6 Removal from Office - 7:00 p.m.

Speakers

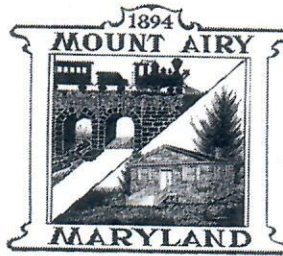
Scott Sirchio – 1607 Pullman Court
Rick Dye – 705 Parkridge Drive
Fran Muraca - 304 Springgate Court

Prepared by Colleen Reilly

Pamela Reed. Secretary

LARRY HUSHOUR
Mayor

JASON M. POIRIER
Council President



Council Members
PAMELA M. REED
Secretary

KARL L. MUNDER
LYNNE P. GALLETTI
STEPHEN L. DOMOTOR

January 3, 2022

First United Bank & Trust
Attn: Mohamed A Majeed, Vice President Commercial Relationship Manager
12892 Garrett Highway
Oakland, MD 21550

Re: Irrevocable Letter of Credit Bond No.: 673 Site Plan Number: S-19-0010
Project: Twin Arch Business Park, Section 4, Phase 2, Lot 18A Site Plan
Public Works Agreement No.: S-19-0010, J&J Trash, 2504 Back Acre Circle, LLC

Dear Mr. Majeed,

Reduction in the amount of \$143,244.50 on the above referenced Letter of Credit is hereby approved by the Town of Mount Airy as work has been completed to the Town's satisfaction. The new liability of \$14,324.40, with all other terms and conditions, remain in full force and effect.

For questions or clarifications, contact the Planning & Zoning Review Coordinator, Debra Clinton at 301-829-1424.

Very truly yours,

Larry Hushour
Mayor

c: J&J Trash
Attn: John W. Cavell, Managing Member
2504 Back Acre Circle
Mount Airy, MD 21771

File

Twin Arch Business Park, Section 4, Lot 18A - S-19-0010 J&J Trash

Contract Amounts for Periodic Reductions in Letter of Credit No. 673 Expires on 7/21/2021

Original Bond Set-up 8/12/2020

Work Description	Contract Amount for Security Deposit	Approved Reductions To Date	Balance on Hand	Release Requested	Release Recommended
Road Paving***	\$ -	\$ -	\$ -	\$ -	
Curb, gutter and sidewalk***	\$ -	\$ -	\$ -	\$ -	
Storm Drainage***	\$ -	\$ -	\$ -	\$ -	
SWM*	\$ -	\$ -	\$ -	\$ -	
Sediment Control*	\$ 86,793.00	\$ -	\$ 86,793.00	\$ 86,793.00	\$ 86,793.00
Grading***	\$ 17,732.50	\$ -	\$ 17,732.50	\$ 17,732.50	\$ 17,732.50
Water***	\$ -	\$ -	\$ -	\$ -	
Sewer***	\$ 6,444.00	\$ -	\$ 6,444.00	\$ 6,444.00	\$ 6,444.00
Landscaping***	\$ 27,100.00	\$ -	\$ 27,100.00	\$ 27,100.00	\$ 27,100.00
	\$ 5,175.00	\$ -	\$ 5,175.00	\$ 5,175.00	\$ 5,175.00
Totals	\$ 143,244.50	\$ -	\$ 143,244.50	\$ 143,244.50	\$ 143,244.50
Contingency *** 10%	\$ 14,324.45		\$ 14,324.45	\$ 14,324.45	\$ -
Total Amount Bonded	\$ 157,568.95	\$ -	\$ 157,568.95	\$ 157,568.95	\$ 143,244.50

- * Approval of Carroll County Stormwater Management Office required prior to release
- * Approval of Carroll County Office of Grading and Sed. Control required prior to release
- *** Approval of Town Engineer and Planner required prior to release

REDUCTION SUMMARY

Date Approved	Amount
Date Set Up - 08/11/82020	\$ 157,568.90
Date 1st Release - 1/03/2022	\$ (143,244.50)
Total	\$ 14,324.40

APPROVED BY: *Debra Clinton*
 Debra Clinton
 Date: *Jan. 3rd 2022*

January 3, 2022

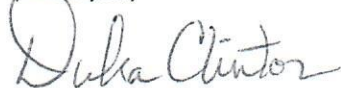
On April 6, 2020, the Public Works Agreement - Twin Arch Business Park Lot 18A was presented to the Town Council. Councilmember Hushour moved to accept, Councilmember Washabaugh seconded. Vote: All in favor.

On September 8, 2020, the Town of Mount Airy and 2504 Back Acre Circle, LLC entered into a Public Works Agreement (PWA) for Twin Arch Business Park, Section 4, Lot 18A, J&J Trash, S-19-0010. An Irrevocable Letter of Credit was submitted for the Surety of the PWA.

*All letters are attached:

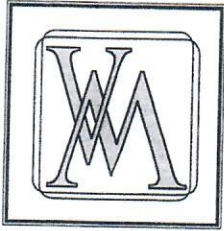
- November 3, 2021, Ronald Thompson, VANMAR ASSOCIATES, requested a release on the Surety.
- November 10, 2021, Carroll County Stormwater Management denied and commented on the SWM as-built.
- November 29, 2022, Carroll County Stormwater Management approved the SWM as-built and recommended the stormwater management bond money be released.
- December 17, 2021, Carroll County Sediment Control approved bond money be released.
- December 17, 2021, Town of Mount Airy Engineer approved the SWM as-built and recommended the Water, Sewer, and Landscaping bond money be released.
- The Town of Mount Airy holds the contingency bond money on every PWA for 1 year for unforeseen repairs, recommended by the Town Engineer.

Thank you,



Debra Clinton

Planning & Zoning Review Coordinator



VANMAR
ASSOCIATES, INC.

Engineers • Surveyors • Planners

310 South Main Street, P.O. Box 328, Mount Airy, Maryland 21771

(301) 829-2890
(301) 695-0600

(301) 831-5015

(410) 549-2751
Fax (301) 831-5603

November 3, 2021

Mr. Bernard M. Quinn
Town Engineer
Town of Mount Airy
110 S. Main Street
P.O. Box 50
Mount Airy, MD 21771

RE: S-15-0024 Twin Arch Business Park, Sec. 4 Lot 18A

Dear Mr. Quinn:

On behalf of 2504 Back Acre Circle, LLC and J&J Trash Services , enclosed is the As-Built Mylar for Lot 18A, Twin Arch Business Park Section IV. The SWM As-Built has been submitted to Carroll County Bureau of Resources – Stormwater Management. With this submission, we are requesting the Town release the Surety for the Site Plan.

Please contact me with any questions you may have.

Thank you,
VANMAR ASSOCIATES



Ronald E. Thompson, P.E.

cc: Deb Clinton, Town of Mount Airy
John Cavell, J&J Trash Service

 FILE COPY

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NOV 10 2021

BY: Deb

Janet O'Meara, Bureau Chief
Bureau of Resource Management
410-386-2712
Fax: 410-386-2924
Toll Free 1-888-302-8978
www.carrollcountymd.gov



Department of
Land and Resource Management
Carroll County Government
225 North Center Street-
Westminster, Maryland 21157
MD Relay Service 7-1-1/1-800-735-2258 (TTY)

November 10, 2021

Van Mar Associates, Inc.
Attn: Mr. Ron E. Thompson, Jr.
P.O. Box 328
Mount Airy, MD 21771

**Re: Twin Arch Business Park, Section 4, Lot 18A
File # S-19-0010**

Dear Mr. Thompson:

A stormwater management review and field inspection were performed for the above referenced site submitted November 3, 2021. The following comment must be addressed:

1. **RE: Plans Sheet 4.** The stormwater management as-built cross section on the above sheet drawn in red must have the scale stated below the section and have the as-built width labeled.

This office anticipates the above comment being addressed by December 15, 2021.

If you have any questions or need further assistance, please do not hesitate to contact this office at (410) 386-2210, Monday through Friday between 7:00 a.m. and 3:00 p.m.

Sincerely,


Myron R. Frook
Stormwater Management Review Assistant

MRF/tlf

cc: Twin Arch Associates Family, c/o Emmett Full,
5720 Woodville Road, Mount Airy, MD 21771
Bucheimer Road, LLC, Attn: Mr. John Cavell,
225 Bucheimer Road, Suite 101, Frederick, MD 21701
Town of Mt. Airy, Attn: Mr. John Breeding
P.O. Box 50, Mt. Airy, MD 21771
Janet O'Meara, Bureau Chief
Bureau of Resource Management
File

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NOV 22 2021

BY: Deb

12-1-21

Janet O'Meara, Bureau Chief
Bureau of Resource Management
410-386-2712
Fax: 410-386-2924
Toll Free 1-888-302-8978
www.carrollcountymd.gov



Department of
Land and Resource Management
Carroll County Government
225 North Center Street-
Westminster, Maryland 21157
MD Relay Service 7-1-1/1-800-735-2258 (TTY)

November 29, 2021

Van Mar Associates, Inc.
Attn: Mr. Ron E. Thompson, Jr.
P.O. Box 328
Mount Airy, MD 21771

Re: Twin Arch Business Park, Section 4, Lot 18A
File # S-19-0010
Stormwater management as-built paper print and TIF File – Approved, AB#971

Dear Mr. Thompson:

A stormwater management review was performed for the above referenced site submitted November 24, 2021. The previous comment was addressed; therefore, the County will accept the stormwater management as-built paper prints.

The electronic version of the stormwater management as-builts, a (TIF) file submitted November 29, 2021, to this office, is also approved.

I will notify the Town of Mt. Airy, by copy of this letter, recommending the stormwater management bond money be released.

If you have any questions or need further assistance, please do not hesitate to contact this office at (410) 386-2210, Monday through Friday between 7:00 a.m. and 3:00 p.m.

Sincerely,

A handwritten signature in black ink, appearing to read "Myron R. Frock".

Myron R. Frock
Stormwater Management Review Assistant

MRF/lf

cc: Twin Arch Associates Family, c/o Emmett Full,
5720 Woodville Road, Mount Airy, MD 21771
Bucheimer Road, LLC, Attn: Mr. John Cavell,
225 Bucheimer Road, Suite 101, Frederick, MD 21701
Town of Mt. Airy, Attn: Mr. John Breeding
P.O. Box 50, Mt. Airy, MD 21771
Janet O'Meara, Bureau Chief
Bureau of Resource Management
File

RECEIVED
DEC 06 2021
BY: Deb. ✓

LARRY HUSHOUR
Mayor

JASON M. POIRIER
Council President



Council Members
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KARL L. MUNDER
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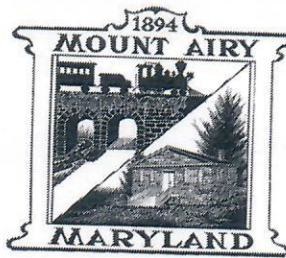
DATE: *January 4, 2022*
TO: *Town Council*
FROM: *Colleen Reilly*

Re: *January 2022 Commission Re-appointments and Appointments*

The Mayor will be recommending at the January Town Council meeting that Lindey Camerata be appointed to the Planning Commission.

LARRY HUSHOUR
Mayor

JASON M. POIRIER
Council President



Council Members
PAMELA M. REED
Secretary

KARL L. MUNDER
LYNNE P. GALLETTI
STEPHEN L. DOMOTOR

MEMORANDUM
Recommendation from the Planning Commission

TO: Mayor and Town Council

FM: John P. Breeding, Director of Planning and Zoning

DT: January 10, 2022

RE: Rigler Annexation 2021-44

At its regular monthly meeting on December 29th, 2021, the Mount Airy Planning Commission voted to recommend the annexation of Rigler Property as proposed in Annexation Resolution No. 2021-44.

The Planning Commission voted to recommend the annexation into the Town of Mount Airy subject to the following conditions:

- 1- That the Annexation Agreement require Petitioners, and/or their successors in interest, to design, construct and dedicate to the Town a direct road connection to the Windy Ridge Park, a Town owned Park, off Prospect Road.
- 2- That the zoning of the property should be R-2 within the Town of Mount Airy.
- 3- That a zoning waiver be obtained from the Fredrick County Commissioners for the increased density from current zoning within Fredrick County.

Annexation Plan for Rigler Property #2021-44



11/29/2021

TOWN OF MOUNT AIRY
RIGLER PROPERTY ANNEXATION PLAN

General Information and Description

1. Petitioners:

The Town was presented with an Annexation Petition for the parcel of land located in Fredrick County known as the Rigler Property. The Town Attorney reviewed the petition and was able to certify that the Petition meets the requirements for annexation under the Md. Local Gov't Article of the Maryland Code ("LG"), 4-401 and the Town Code Charter 44, including that the property to be annexed is contiguous with the Town boundary and will not create an enclave. The property is located within the Town's Municipal Growth Element of its most up to date Comprehensive Plan. Therefore, the proposed annexation is consistent with the Town's Master Plan.

2. Property Location:

The proposed annexation area totals 24.98 acres of land and is located along the north side of Prospect Road.

3. Property Description:

The Annexation Petition for the property is attached hereto. The Annexation Petition is attached to the Resolution as Exhibit 1. The Annexation Area is described by a meets and bounds legal description which is included as Exhibit A of the Annexation Petition. A plat of the annexation area outlining the proposed boundaries is also included as Exhibit B of the Annexation Petition.

4. Adjoining Property:

The West side of the property is not contiguous to the Town limits and adjoins the existing Fredrick County residential subdivision. The East side of the property is contiguous to the Town limits and adjoins the existing residential subdivision West Ridge. The North side of the property is contiguous to the Town limits and adjoins the existing Town of Mount Airy public park Windy Ridge. Town subject area is contiguous to and adjoins the existing corporate limits of Town that is RE Zoning.

5. Zoning and Land Uses:

The Annexation Petition request that the property be zoned R-2 upon annexation. The current zoning in the Fredrick County zoning district is Agricultural. The Town's 2013 Comprehensive Plan shows this parcel as a future annexation and the Municipal Growth Element which was approved was Low Density. The annexation is therefore consistent with the Town's Municipal Growth Element, and with respect to the proposed zoning.

Because the property after annexation would be designated for a more intensive zone in the Town than the County zoning currently applied to the property, a zoning waiver by Fredrick County pursuant to Md. Local Gov't Code Ann., Section 4-416(b) will be necessary.

6. Accessibility:

The property may be accessed by Prospect Road, which is a County Road. No other access points are proposed for this parcel. Locating this entrance will be challenging due to the crest of the hill along Prospect Road.

Development Demands on Public Facilities and Infrastructure:

1. Roads:

The annexation area is accessed from Prospect Road. The new road thought the development will also provide access to a Town owned parcel call Windy Ridge. The new road will need to provide access

New Roads – Staff recommends that any annexation be conditioned on the design and construction of an off-Prospect Road which would be dedicated to the Town for use by the Town and the public for access to Windy Ridge Park. The road access shall be designed and constructed per Town Codes and subject to final town inspection and acceptance by the Town Engineer.

2. Schools:

The petitioner is proposing to add 33 single family homes via this annexation.

3. Water Supply:

The Town will need to provide water to this parcel with a change to the water allocation Master plan. The developer might be required to provide offsite improvements to connect into the existing water supply lines.

4. Sewer Supply:

The annexation of this parcel would increase the Town Sewer Capacity by about 100 people

5. Parks and Recreation:

The proposed annexation would add approximately 12 acres of open space on site as part of the subdivision and provide direct access to a Town owned 89 acres Windy Ridge Park. **The Town is currently in deficit as to public open space under the APFO and would subject to the Towns Adequate Public Facilities Ordinance requirements unless they can provide open space on site.**

6. Fire and Rescue Services:

The area will be served by the Mount Airy Volunteer Fire Department.

7. Police Protection:

This annexation would increase the population by 100 additional people, the current population is 9,645. The additional 100 people will increase the population to 9,765 people. The Town of Mount Airy's Adequate facilities ordinance requires that 1.1 officer per 1,000 persons of population be provided. This annexation would be covered by the Town of Mount Airy's Police Department. Currently, the Town police force has 11 officers.

8. Garbage Collection and Recycling:

Garbage collection and recycling is provided by the Town to residential units. The OPE development will be required and responsible for securing these services.

9. Stormwater Management

Development will be undertaken in accordance with applicable law concerning stormwater management, will have to be approved by Carroll County and will be at the developer's sole cost and expense. For all stormwater management on site.

Schedule and Financing of Municipal Services

1. Roads:

The Town of Mount Airy will be responsible for maintenance and snow removal services for roadways dedicated and maintained by the Town.

2. Water:

Will be provided by the Town once allocation for the property is approved and shown on all Water Master plans for the Town.

3. Sewer:

The annexation of this parcel would affect the Town Sewer Capacity.

4. Stormwater Management

Development will be undertaken in accordance with applicable law concerning stormwater management, will have to be approved by Carroll County and will be at the developer's sole cost and expense, except as respects the Parkland.

5. Other Public Improvements:

Not Applicable

6. Municipal Services:

Other municipal services shall be provided by the Town of Mount Airy as per the Town Code and as is customarily provided to similar properties and developments within the Town. The property shall be subject to municipal real estate taxes at the full rate beginning with the next fiscal year after the effective date of the annexation per Town code. Section 101-7, subject to reassessment thereafter as to each improved lot in accordance with applicable provision of the Maryland and Town Codes.

No financing schedule has been identified for this annexation at this time.

Introduction to Town Council and Referral to Planning Commission: 9/13/21
Consideration and Recommendation by Planning Commission: 12/29/21
Public Hearing: _____
Final Consideration by Town Council and Adoption: _____

TOWN OF MOUNT AIRY, MARYLAND
JOINT ANNEXATION RESOLUTION NO. 2021-44

***[FOR SETTING OF PUBLIC HEARING AND ADOPTION
OF ANNEXATION PLAN ON JANUARY 10, 2022]***

A RESOLUTION TO ENLARGE THE CORPORATE BOUNDARIES OF THE TOWN OF MOUNT AIRY BY ANNEXATION OF 25.0020 ACRES OF LAND, MORE OR LESS, NORTHEASTERN SIDE OF PROSPECT ROAD IN THE WOODVILLE DISTRICT OF FREDERICK COUNTY, KNOWN AS “THE RIGLER PROPERTY”, AND IN SO DOING TO REPEAL AND RE-ENACT WITH AMENDMENTS ARTICLE I, SECTION C-1, ENTITLED “INCORPORATION”, AND ARTICLE I, SECTION C1-2, ENTITLED “BOUNDARY DESCRIPTIONS”, OF THE CHARTER OF THE TOWN OF MOUNT AIRY

WHEREAS, pursuant to the authority of Section 3 (Home Rule) of Article XI-E (Municipal Corporations) of the Constitution of Maryland and of Sections 4-401, *et seq.* of the Local Government Article of the Annotated Code of Maryland, the Mayor and Council of the Town of Mount Airy (“the Town”) are vested with the authority to enlarge the boundaries of the Town; and

WHEREAS, Timothy Link Rigler and Regina Warfield Rigler, Trustees under the Rigler Family Trust, dated December 29, 2014, Leslie B. Rigler, Jr. and Utha Jean Rupert (collectively “Petitioners”) are the owners, in fee simple, of 25.0020 acres of land, more or less, located on the northeastern side of Prospect Road in the Woodville District, Frederick County, Maryland, situate adjacent to the corporate limits of the Town, and which is more particularly described in Exhibit A to the Petition for Annexation and Zoning attached hereto as a part of Annexation Resolution Exhibit 1, attached hereto and made a part hereof, and as depicted in Exhibit B to said Petition attached hereto and made a part hereof (hereinafter, collectively “the Property”); and

WHEREAS, Petitioners have filed a Petition to Annex the Property into the Town, said Petition, and all exhibits thereto, being attached hereto as Resolution Exhibit 1; and

WHEREAS, the Property is contiguous with the Town limits and its annexation will not create an enclave; and

WHEREAS, Petitioners desires to have the Property annexed into the corporate limits of the Town for the purpose developing the Property; and

WHEREAS, the Town Council President and Acting Mayor of the Town of Mount Airy, as the presiding officer of the Town, has ascertained that the annexation of the Property would conform to the requirements of the Code of the Town of Mount Airy, Chapter 44, and the Local Government Article of the Maryland Annotated Code, Sections 4-401 and 4-403 in that the

proposed annexation would not create an enclave, the Property is contiguous with the Town's boundary line and in that this Resolution is consented to by the owners of at least 25% of the assessed value of the Property and at least 25% of the residents on the Property who are registered voters; whereupon this Resolution to approve the annexation of the Property into the Town, and to classify the Property in the Town's R2 zoning classification as a condition to annexation, was introduced at a public meeting of the Mayor and Town Council of The Town of Mount Airy on September 13, 2021, at which time said Resolution was referred to the Town Planning Commission for review and recommendation pursuant to the Town Code, Section 44-4; and

WHEREAS, the Town Planning Commission reviewed the proposed annexation and proposed R2 zoning of the Property on December 29, 201, and voted to recommend to the Town Council that this Resolution be approved with the following conditions: (1) that the Annexation Agreement require Petitioners, and/or their successors in interest, to design, construct and dedicate to the Town a direct road connection to the Windy Ridge Park, a Town owned Park, off Prospect Road; (2) that the zoning of the property should be R-2 within the Town of Mount Airy; and that a zoning waiver be obtained from the Fredrick County Commissioners for the increased density from current zoning within Fredrick County; and

WHEREAS, pursuant to publication of notice, in accordance with the Local Government Article of the Maryland Code, Section 4-406, a public hearing was conducted in the Town on _____ to receive public comment and upon completion of the public hearing, the public record was closed to further public comment; and

WHEREAS, the Town deems it in the best interest of its citizens and for the good government of the Town, to amend the Town Charter so as to annex the Property as hereinafter set forth; provided that the annexation of the Property shall be subject to and governed by the terms of the Annexation Agreement attached hereto as Annexation Resolution Exhibit 2; and

WHEREAS, the Town Council of the Town of Mount Airy, upon consideration of all public comments and written testimony, have determined the following:

- A) The Petition and all procedures for consideration of the Petition by the Town conform to the applicable requirements of the Local Government Article, Sections 4-401, *et seq.* of the Maryland Annotated Code, the Town Code, Sections 44-1, *et seq.* and all other applicable laws; and
- B) The Property is contiguous and adjoining to the existing corporate boundaries of the Town and is a logical extension of the corporate boundaries and is consistent with the systematic expansion of the Town limits as set forth in the Town's Comprehensive Plan; and
- C) Annexation of the Property will not create any unincorporated area which is bounded on all sides by real property presently within the corporate limits of the Town, real property proposed to be within the Town, or any combination thereof (*i.e.*, enclave); and
- D) Annexation of the Property and classification in the Town's R2 District is considered to be

in the public interest, convenience and welfare of the citizens of the Town.

IT IS, THEREFORE, RESOLVED, by the Council of the Town of Mount Airy that the Property, which is more particularly described in a metes and bounds description attached hereto and incorporated herein by reference as Resolution Exhibit 1, Petition Exhibit “A” , and further depicted on a Plat of Annexation prepared by VanMar Associates, Inc. Surveyor No. 21521, dated May 11, 2021 attached hereto and incorporated herein by reference as Resolution Exhibit 1, Petition Exhibit “B”, be added to the corporate boundaries of the Town; and

IT IS FURTHER RESOLVED that the boundaries of the Town as provided in the Charter of the Town of Mount Airy, as the same was enacted by the General Assembly of Maryland in Chapter 557, of the Laws of 1953, and thereafter from time to time amended, be amended to include the Property, and the Town Engineer shall so amend the description of the corporate limits to include all the Property more particularly described in Petition Exhibit A and shown on the plat attached as Petition Exhibit B to Resolution Exhibit 1.

BE IT FURTHER RESOLVED that except as otherwise provided below in the Annexation Agreement attached hereto as Resolution Exhibit 2, or otherwise as set forth herein, the Property shall generally be subject to the provisions of the Charter, Code, Ordinances and other rules and regulations of the Town; and

BE IT FURTHER RESOLVED, that annexation of the Property shall be subject to the following terms and conditions:

1. Petitioners, their successors and assigns, shall pay the costs of any required advertising of this Resolution, as well as the outstanding balance, after application of the \$5,000 deposit paid to the Town upon filing of the Petition pursuant to Section 44-3 of the Town Code, of any charges made or incurred by the Town for review of the proposed annexation, services of the Town Attorneys and any consultants, plus 15% toward the Town’s administrative costs and overhead. To the extent that the expenses of the

Town for which deposit is made are upon final accounting less than \$5,000, Petitioners shall be refunded the balance of the deposit.

2. Municipal real estate taxes (hereinafter referred to as "Town taxes") shall be imposed on the Property at the full municipal real estate tax rate beginning with the next fiscal year after the effective date of the annexation pursuant to the Town Code, Section 101-7.
3. Extension of sanitary sewer, water and storm drain lines, streets, curbs, gutters, and other public improvements as may be applicable, subject to the terms set forth herein, including No. 4 below as respects water and sewer service, and by means of incorporation by reference of the Annexation Agreement below, subject to applicable provisions of the Town Code and other provisions of law, and subject to development plan review and Public Works Agreement as may be applicable and approved by the Town Planning Commission and/or the Town Council.
4. Provided such extensions are requested under the terms outlined herein, and provided that the Town has allocated water and sewer capacity to the appropriate allocation category, the Town will allow Petitioner, subject to the provisions and pursuant to the procedures set forth in the Town Code, Chapter 109, Section 109-19.1, *et seq.*, at its expense, to extend sanitary sewer and water service to the Property and, in accordance with and subject to Town law and regulations governing the allocation of public water and sewer, will allocate water and sewer taps to the Property at the time the extensions are completed and inspected by the Town, and such taps are requested by the owners. Allocation of water and sewer taps to the Property shall be in accordance with Town laws, rules and regulations, as may be amended, in effect at the time such taps are allocated. All water taps fees will be paid to the Town by the owners requesting the same. All water engineering plans will be submitted to the Town Engineer for review and approval. All sewer tap fees will be paid to the Town by the owners requesting the same. All sewer engineering plans will be submitted to the Town Engineer for review and approval.
5. To the extent applicable, pursuant to LG, Section 4-416(b), the County Council of Frederick County waiving and providing consent to the development of the Property after annexation for the land uses set forth in this Resolution even if substantially different than the authorized use, or at a substantially higher density, not exceeding 50%, that could be granted for the proposed development, in accordance with the zoning classification of the County applicable at the time of this annexation.
6. Subject to all appropriate laws and administrative requirements, the Property is hereby zoned by the adoption of this Resolution, and

simultaneously with its annexation into the corporate boundaries of the Town, as R2 zoning classification.

7. All those terms and conditions set forth in the Annexation Agreement attached hereto as Resolution Exhibit 2, incorporated by reference and made a part hereof as though fully set forth herein, including but not limited to Owners providing to the Town and the public access to Windy Ridge Park from Prospect Road as set forth in Section 8.1 of the Annexation Agreement, and the execution of same by Petitioner within thirty (30) days of the date of conditional approval of this Resolution.

BE IT FURTHER RESOLVED, that the Mayor has caused a copy of this Resolution to be published not fewer than four (4) times at not less than weekly intervals in a newspaper of general circulation in the Town, together with a public notice that shall specify the time and place at which a public hearing will be held by the Mayor and Council upon the Resolution, which hearing shall be set for not less that fifteen (15) days after the second (2nd) publication of the notices and to be held at the Town Hall; and

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that this annexation shall become effective on the forty-sixth (46th) day after the passage of this Annexation Resolution, _____, 2022, unless a proper petition for referendum pursuant to the Local Government Article, Section 4-408, of the Annotated Code of Maryland, be presented to the Mayor within forty-five (45) days after the passage of this Annexation Resolution.

INTRODUCED at a regular meeting of the Mayor and Town Council of the Town of Mount Airy on September 13, 2021.

ADOPTED:

Pamela Reed, Secretary

Jason Poirier, President, Town Council

Approved and adopted this ____ day of _____, 2022.

Pamela Reed, Secretary

Larry G. Hushour, Mayor

Reviewed and approved as to legal sufficiency
This ____ day of _____, 2022.

Thomas V. McCarron, Town Attorney

Resolution Exhibit 1

**Town of Mt. Airy
Annexation Resolution 2021-44
for the “Rigler Property”**

**Annexation Petition and
Petition Exhibit A (Metes and Bounds) and
Petition Exhibit B (Annexation Plat)**

MAYOR AND COUNCIL OF THE TOWN OF MOUNT AIRY, MARYLAND
PETITION FOR ANNEXATION AND ZONING

Timothy Link Rigler and Regina Warfield Rigler, Trustees under the Rigler Family Trust, dated December 29, 2014, Leslie B. Rigler, Jr. and Utha Jean Rupert (hereafter collectively "Petitioners") pursuant to Local Government Article, Title 4, Subtitle 4 of the Annotated Code of Maryland and Chapter 112 (Zoning), Article IX (Amendments) of the Code of the Town of Mount Airy, Maryland, respectfully petitions the Mayor and Council of the Town of Mount Airy to annex the within described property owned by Petitioners into the corporate boundaries of the Town of Mount Airy and to zone the property annexed within the requested zoning districts of the Town of Mount Airy. In support of this petition, it states as follows:

1. Petitioners are collectively the owners of a parcel of land comprising 25.0020 acres, more or less, located along the northeastern side of Prospect Road in the Woodville District, Frederick County, Maryland (the "Property"), all as more particularly described in the legal description attached hereto and made a part hereof as Exhibit "A" and as depicted on the Plat of Annexation attached hereto and made a part hereof as Exhibit "B". The Property is the subject of this Petition for Annexation.

2. Petitioners certify that the Property is contiguous and adjoining to the existing corporate area of the Town of Mount Airy.

3. Petitioners certify that annexation of the Property will not create any unincorporated area bounded on all sides by real property presently within the corporate limits of the Town of Mount Airy.

4. Petitioners certify that the entire Property is solely owned by Petitioners and that Petitioners therefore own not less than 25% of the assessed valuation of real property located in the area to be annexed. Accordingly, the Petitioners as Owners have signed this Petition per Annotated Code of Maryland; Local Gov't Art.; §4-404(a). The Property is currently vacant and not used for residential purposes and therefore there are no registered voters residing in the area to be annexed as provided in Annotated Code of Maryland; Local Gov't Art.; §4-404(a).

5. The properties immediately east of the Property are within the corporate boundaries of the Town of Mount Airy, and annexation of the property will provide a uniform corporate boundary for the Town of Mount Airy.

6. The Property was recommended for "Low Density Residential" use in the 2012 Frederick Comprehensive Plan & Zoning Review. It is presently zoned "Agriculture" under the Frederick County Code of Ordinances. Petitioners request that the entire property to be annexed be classified to the "R-2" zoning district in the Town of Mount Airy as a condition of annexation (by a resolution of annexation by the Mayor and Council) as depicted on the

Plat of Annexation attached hereto as Exhibit “B”. The “R-2” district in the Town of Mount Airy will permit a land use in conformity with the zoning districts in the neighborhood. The “R-2” district in the Town of Mount Airy will permit a land use appropriate to the needs of the community. The Property is included in the Growth Area Boundary with a “Low Density Residential” Land Use as part of the Town of Mount Airy 2013 Comprehensive Town Master Plan and within the Proposed Growth Area Boundary as shown on the Town of Mount Airy 2013 Comprehensive Town Master Plan. Accordingly, the resolution of annexation may establish the Town of Mount Airy “R-2” District of the Property pursuant to Local Gov’t Art.; §4-416 of the Annotated Code of Maryland.

7. The Petitioners may execute this Petition in two or more counterparts, all of which when taken together shall be considered one and the same and the valid Petition of all of them even though all Petitioners have not signed the same counterpart.

8. In support of this Petition, Petitioner submits the following exhibits:

Exhibit “A” Metes and Bounds Description of the Property and Annexation Parcel;

Exhibit “B” Plat of Annexation of the Property;

Exhibit “C” List of names and addresses of persons with ownership interest in the Property; and

Exhibit “D” List of names and addresses of persons residing on the Property who are registered to vote in Frederick County;

WHEREFORE, Petitioners respectfully request the Mayor and Council of the Town of Mount Airy.

A. To annex the area within the boundaries of the Woodville District of Frederick County, more particularly described by the description of Jeffrey W. Elkins of Vanmar Associates, Inc., dated May 11, 2021, and attached hereto as Exhibit “A”.

B. To establish, pursuant to the Code of the Town of Mount Airy, relating to zoning maps and districts, on the zoning map of the Town of Mount Airy, the “R-2” zoning district for the entire property sought to be annexed by this Petition as those district boundaries are represented on the Plat of Annexation of the Property, attached hereto as Exhibit “B”.

C. To file and support a request for approval with the County Council of Frederick County to permit the “R-2” zoning district zoning classification requested herein to be implemented at the time of annexation as set forth in Annotated Code of Maryland; Local Gov’t Art.; §4-416.

D. To grant an abatement of real property taxes imposed by the Town of Mount Airy after annexation so that the municipal tax rate applied to any given parcel now existing shall be free of the full Town tax rate, as the same may change from time to time, for a period of ten (10) years from the date of annexation or until such earlier time as public water and sewer connections (unaffected by moratoria) are available to the individual tax parcel in question.

E. To initiate and support a proposed outline for the extension of services and public facilities into the hereinafter described area proposed for annexation as provided in Annotated Code of Maryland; Local Gov't Art.; §4-501, including any amendments to the Town of Mount Airy and/or Frederick County water and sewer master plans to bring the property to be annexed into the 0-6 year water and sewer service area pursuant to Annotated Code of Maryland; Environment Article and other applicable statutory and regulatory requirements.

F. To grant such other and further relief as the nature of Petitioners' cause may require.

WITNESS:

THE RIGLER FAMILY TRUST

BY: _____

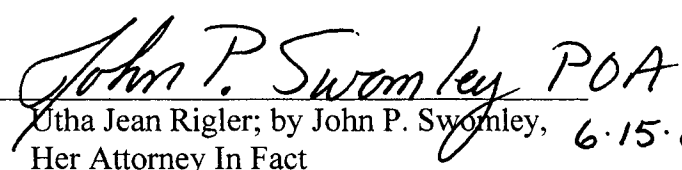
Timothy Link Rigler, Trustee

BY: _____

Regina Warfield Rigler, Trustee



06-15-21



Otha Jean Rigler; by John P. Swomley, 6.15.21
Her Attorney In Fact

Leslie B. Rigler, Jr.

Date: June 15, 2021

D. To grant an abatement of real property taxes imposed by the Town of Mount Airy after annexation so that the municipal tax rate applied to any given parcel now existing shall be free of the full Town tax rate, as the same may change from time to time, for a period of ten (10) years from the date of annexation or until such earlier time as public water and sewer connections (unaffected by moratoria) are available to the individual tax parcel in question.

E. To initiate and support a proposed outline for the extension of services and public facilities into the hereinafter described area proposed for annexation as provided in Annotated Code of Maryland; Local Gov't Art.; §4-501, including any amendments to the Town of Mount Airy and/or Frederick County water and sewer master plans to bring the property to be annexed into the 0-6 year water and sewer service area pursuant to Annotated Code of Maryland; Environment Article and other applicable statutory and regulatory requirements.

F. To grant such other and further relief as the nature of Petitioners' cause may require.

WITNESS:

THE RIGLER FAMILY TRUST

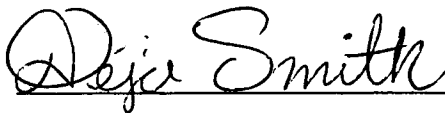
BY: _____

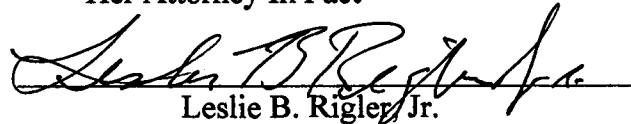
Timothy Link Rigler, Trustee

BY: _____

Regina Warfield Rigler, Trustee

Utha Jean Rigler; by John P. Swomley,
Her Attorney In Fact




Leslie B. Rigler, Jr.

Date: 6.15.2021

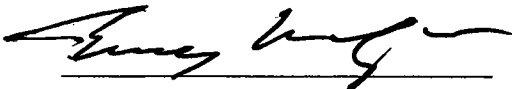
D. To grant an abatement of real property taxes imposed by the Town of Mount Airy after annexation so that the municipal tax rate applied to any given parcel now existing shall be free of the full Town tax rate, as the same may change from time to time, for a period of ten (10) years from the date of annexation or until such earlier time as public water and sewer connections (unaffected by moratoria) are available to the individual tax parcel in question.

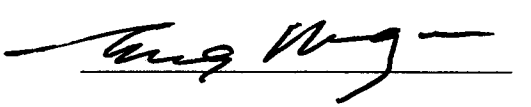
E. To initiate and support a proposed outline for the extension of services and public facilities into the hereinafter described area proposed for annexation as provided in Annotated Code of Maryland; Local Gov't Art.; §4-501, including any amendments to the Town of Mount Airy and/or Frederick County water and sewer master plans to bring the property to be annexed into the 0-6 year water and sewer service area pursuant to Annotated Code of Maryland; Environment Article and other applicable statutory and regulatory requirements.

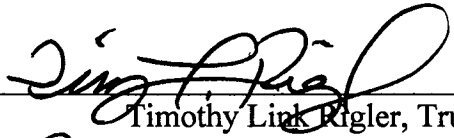
F. To grant such other and further relief as the nature of Petitioners' cause may require.

WITNESS:

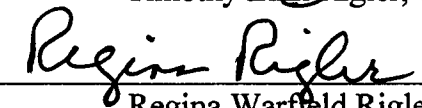
THE RIGLER FAMILY TRUST





BY: 

Timothy Link Rigler, Trustee

BY: 

Regina Warfield Rigler, Trustee

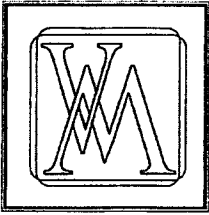
Utha Jean Rigler; by John P. Swomley,
Her Attorney In Fact

Leslie B. Rigler, Jr.

Date: 6-15-2021

EXHIBIT "A"

See attached metes and bounds description of VanMar and Associates, Inc.



**VANMAR
ASSOCIATES, INC.**

Engineers • Surveyors • Planners

310 South Main Street, P.O. Box 328, Mount Airy, Maryland 21771

(301) 829-2890
(301) 695-0600

(301) 831-5015

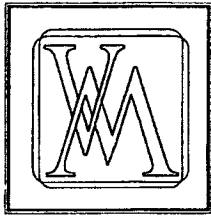
(410) 549-2751
Fax (301) 831-5603

Metes and Bounds Description

**Lands Conveyed to
Timothy Link Rigler and Regina Warfield Rigler
Trustees under the Rigler Family Trust
dated December 29, 2014
Liber S.K.D. 10398, Folio 259
lying Northerly of Prospect Road**

Being a certain parcel of land, situated along the northerly side of Prospect Road, in the 18th Election District, of Frederick County, Maryland; being all of that parcel of land, which by Deed dated December 29, 2014, and recorded among the Land Records of Frederick County, Maryland (all deed and plat references hereinafter refer to said Land Records), in Liber S.K.D. 10398, Folio 259, was granted and conveyed by Timothy Link Rigler and Regina Warfield Rigler, as to their One-Third (1/3) undivided interest, husband and wife, to Timothy Link Rigler and Regina Warfield Rigler, Trustees under the Rigler Family Trust, dated December 29, 2014; and now being more particularly described in the datum of the Maryland State Plane Coordinate System (NAD 1983/2011), and in accordance with a Boundary Survey performed by VanMar Associates, Inc., in May 2021, as follows:

Beginning for the same at a point situated at the southwesternmost corner of the Boundary of the Rigler property, which by Deed dated December 29, 2014, and recorded in Liber S.K.D. 10398, Folio 259, was granted and conveyed by Timothy Link Rigler and Regina Warfield Rigler, as to their One-Third (1/3) undivided interest, husband and wife, to Timothy Link Rigler and Regina Warfield Rigler, Trustees under the Rigler Family Trust, dated December 29, 2014; said point of beginning being situated on the Boundary of the aforesaid Rigler property at the beginning of the seventh, or North 21-3/4° East, 54.15-perches line, of the firstly described parcel of land, which by Deed dated May 2, 1957, and recorded in Liber E.C.W. 581, Folio 478, was granted and conveyed by William G. McCrossin and Lavinia D. McCrossin, his wife, to Leslie B. Rigler and Utha G. Rigler, his wife, as tenants by the entireties; said point of beginning also being situated at the end of the South 29° 35' 08" West, 570.00-foot line of Lot 250 and the Area of Dedication for Old Annapolis Road, as shown and designated on a Plat of Record entitled, "Final Plat, Section II, Lots 207, 209-215, 217, 234-236, 250, New Estates", which Plat is recorded in Plat Book



**VANMAR
ASSOCIATES, INC.**

Engineers • Surveyors • Planners

310 South Main Street, P.O. Box 328, Mount Airy, Maryland 21771

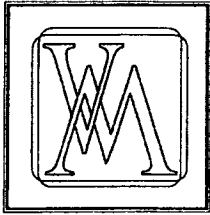
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(410) 549-2751
Fax (301) 831-5603

No. 34, Folio 113; said point of beginning also being situated on or near the centerline of Prospect Road, being sixty feet wide; thence leaving said point of beginning, and leaving the aforesaid centerline of Prospect Road, and running with and binding on the aforesaid seventh line, and also running with and binding on the eighth and ninth lines, respectively, of the aforesaid firstly described parcel of land, of the aforementioned Deed recorded in Liber E.C.W. 581, Folio 478; and also running with and binding reversely on the aforesaid South 29° 35' 08" West, 570.00-foot line, of the aforesaid Lot 250 and Area of Dedication, of the aforementioned Plat recorded in Plat Book No. 34, Folio 113; and also running with and binding reversely on the South 29° 35' 08" West, 313.86-foot line, of Lot 249; the South 51° 01' 51" West, 825.00-foot line, of Lots 243 and 245 through 249; and the South 53° 39' 17" West, 365.53-foot line, of Lot 243, as shown and designated on a Plat of Record entitled, "Final Plat, Section IV, Lots 227, 228, 230, 238, 240, 242, 243, 245-249, New Estates", which Plat is recorded in Plat Book No. 34, Folio 145; the following three (3) courses; in accordance with a Boundary Survey performed by VanMar Associates, Inc., in May 2021, and referring the courses herein to the datum of the Maryland State Plane Coordinate System (NAD 1983/2011),

- 1) North 22° 27' 06" East, passing over a T-Bar and cap found stamped with #7541 at a distance of 30.01 feet, and also passing over an iron rebar and cap found stamped "SAI" at a distance of 570.00 feet, for a total distance of 883.82 feet to a point on top of a flat stone found; thence,
- 2) North 43° 53' 49" East, 824.92 feet to a T-Bar and cap found stamped with #7541; and,
- 3) North 46° 31' 09" East, 365.56 feet to a tack in a stone found at the beginning of the tenth, or South 75-3/4° East, 80.75-perches line, of the aforesaid firstly described parcel of land, of the aforementioned Deed recorded in Liber E.C.W. 581, Folio 478; said tack in stone found also being located at the end of the fifteenth, or North 66° 55' 03" West, 1,332.86-foot line, of the secondly described parcel of land, the Southern Parcel, which by Deed dated December 21, 1990, and recorded in Liber C.C.K. 1685, Folio 1304, was granted and conveyed by Frall Developers, Inc., to the Town of Mount Airy, a Municipal Corporation of the State of Maryland; thence leaving said tack in stone found, and leaving the outlines of the aforementioned Plat recorded in Plat Book No. 34, Folio 145; and running with and binding on a part of the aforesaid tenth line, of the aforesaid firstly described parcel of land, of the aforementioned Deed recorded in Liber E.C.W. 581, Folio 478; and also running with and binding reversely on a part of the aforesaid fifteenth line, of the aforesaid



VANMAR
ASSOCIATES, INC.

Engineers • Surveyors • Planners

310 South Main Street, P.O. Box 328, Mount Airy, Maryland 21771

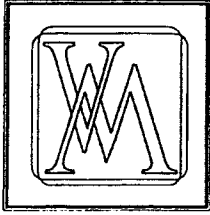
(301) 829-2890
(301) 695-0600

(301) 831-5015

(410) 549-2751
Fax (301) 831-5603

secondly described parcel of land, the Southern Parcel, of the aforementioned Deed recorded in Liber C.C.K. 1685, Folio 1304; the following course:

- 4) South $74^{\circ} 18' 51''$ East, 202.90 feet to an iron rebar in a concrete monument found stamped "SAI #10770" at the end of the seventh, or North $22^{\circ} 10' 37''$ East, 2,085.04-foot line, which by Deed dated March 31, 1972, and recorded in Liber E.C.W. 873, Folio 694, was granted and conveyed by Leslie B. Rigler and Utha G. Rigler, his wife, to Ronald D. Bassett and Kathryn J. Bassett, his wife, as tenants by the entireties; said iron rebar in concrete monument found also being located at the end of the North $22^{\circ} 10' 37''$ East, 835.41-foot line, of Lots 15 through 22, as shown and designated on a Plat of Record entitled, "Amended Final Plat, Plat Two, Section I, Lots 15-48, 63-75, Westridge", which Plat is recorded in Plat Book No. 39, Folio 81; thence leaving said iron rebar in concrete monument found, and leaving the aforesaid tenth line, of the aforesaid firstly described parcel of land, of the aforementioned Deed recorded in Liber E.C.W. 581, Folio 478; and also leaving the aforesaid fifteenth line, of the aforesaid secondly described parcel of land, the Southern Parcel, of the aforementioned Deed recorded in Liber C.C.K. 1685, Folio 1304; and running with and binding reversely on the aforesaid seventh line, of the aforementioned Deed recorded in Liber E.C.W. 873, Folio 694; and also running with and binding reversely on the aforesaid North $22^{\circ} 10' 37''$ East, 835.41-foot line, of the aforesaid Lots 15 through 22, of the aforementioned Plat recorded in Plat Book No. 39, Folio 81; and also running with and binding reversely on the North $22^{\circ} 10' 37''$ East, 1,249.64-foot line, of Lots 1 through 10, 13, and 14, and Area of Dedication for Prospect Road, as shown and designated on a Plat of Record entitled, "Amended Final Plat, Plat One, Section I, Lots 1-14, 49-62, Westridge", which Plat is recorded in Plat Book No. 39, Folio 83; the following two (2) courses:
 - 5) South $22^{\circ} 13' 00''$ West, 835.32 feet to an iron rebar in a concrete monument found; and,
 - 6) South $22^{\circ} 13' 44''$ West, 1,249.75 feet to a point situated on or near the centerline of Prospect Road, being sixty feet wide; thence leaving said point, and leaving the aforesaid seventh line, of the aforementioned Deed recorded in Liber E.C.W. 873, Folio 694; and also leaving the outlines of the aforementioned Plat recorded in Plat Book No. 39, Folio 83; and running with and binding on or near the centerline of Prospect Road, the following two (2) courses:
 - 7) North $61^{\circ} 01' 48''$ West, 416.21 feet to a point; and,



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- 8) North 60° 57' 58" West, 248.57 feet to the point of beginning.

The area of land contained by the foregoing amounts to 1,089,087 square feet, or 25.0020 acres, more or less.

Subject to and together with rights of way, easements, encumbrances, and appurtenances of record.

The Undersigned either personally prepared this metes and bounds description, or was in responsible charge over its preparation and the work reflected in it. This metes and bounds description is in compliance with COMAR Sections 09.13.06.08 and 09.13.06.12 of the Minimum Standards of Practice as now adopted by the Maryland Board for Professional Land Surveyors. This metes and bounds description was prepared without the benefit of a Title Report, and is subject to all easements, Rights-of-Ways, and covenants of record.

Jeffery W. Elkins
Professional Land Surveyor
Maryland License No. 21512
Expiration Date: August 4, 2021

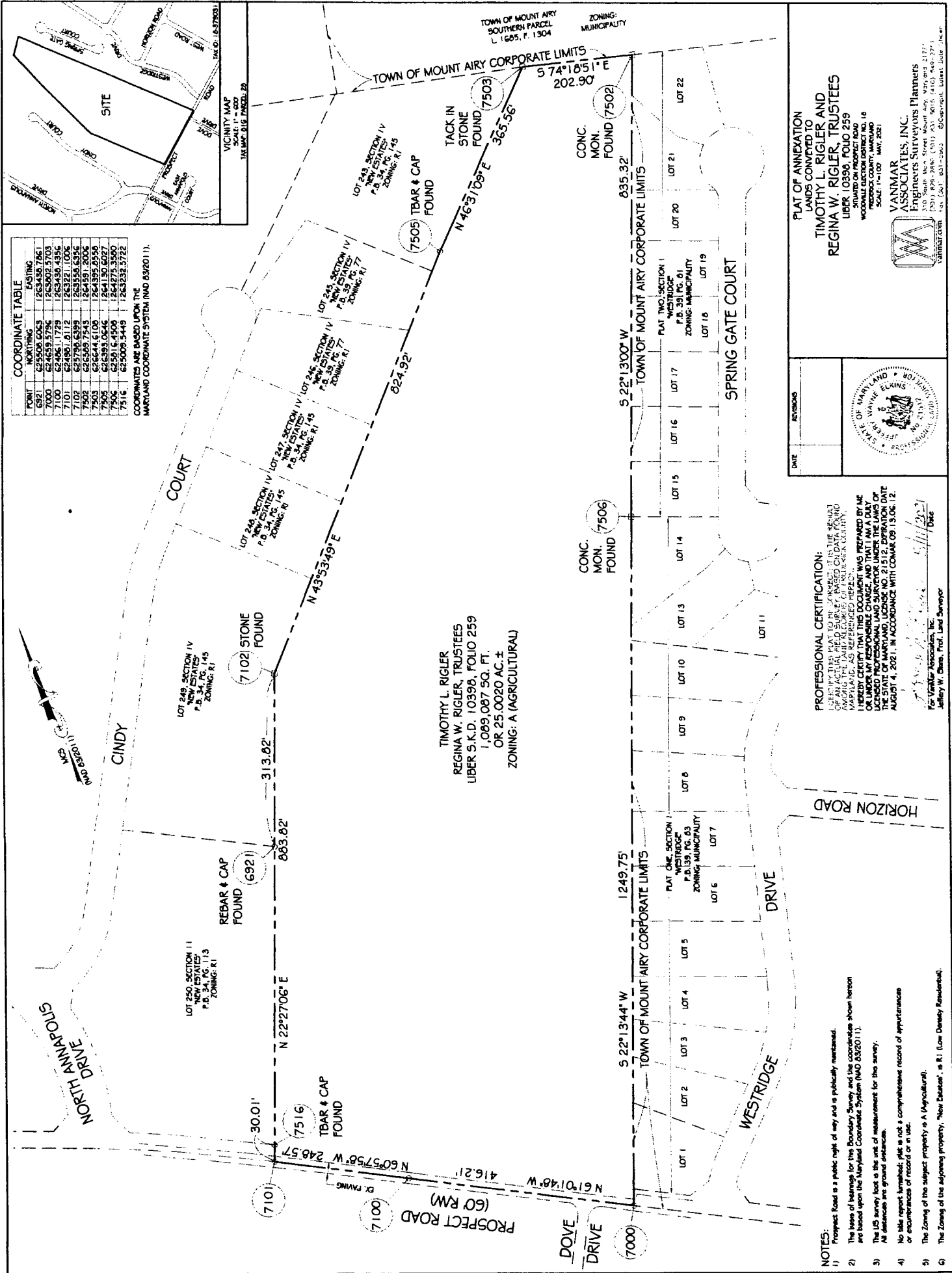
MAY 11, 2021

Date:



EXHIBIT "B" Plat of Annexation of the Property

See attached reduced size sketch. Full size to be supplied separately.



POINT	EASTING	NORTHING
6921	126299.05	152439.76
7101	126299.05	152439.76
7100	126299.05	152439.76
7102	126299.05	152439.76
7503	126299.05	152439.76
7505	126299.05	152439.76
7506	126299.05	152439.76
7516	126299.05	152439.76
7102	126299.05	152439.76
7502	126299.05	152439.76
7503	126299.05	152439.76
7505	126299.05	152439.76
7506	126299.05	152439.76
7516	126299.05	152439.76

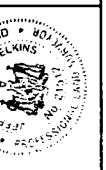
COORDINATES ARE BASED UPON THE MARYLAND COORDINATE SYSTEM (MAD 03/2011).

NOTES:
 1) Easement is a public right of way and is publicly maintained.
 2) The lots of bearings for the Boundary Survey and the coordinates shown herein are based upon the Maryland Coordinate System (MAD 03/2011).
 3) The 15 survey lots is the net of measurement for the survey.
 4) All dimensions are ground distances.
 5) The Zoning of the subject property is Agricultural.
 6) The Zoning of the adjoining property, 'New Estates', is R1 (Low Density Residential).

TIMOTHY L. RIGLER
 REGINA W. RIGLER, TRUSTEES
 LIBER S.K.D. 10398, FOLIO 259
 1,089,087 SQ. FT.
 OR 25.0020 AC.±
 ZONING: A (AGRICULTURAL)

PROFESSIONAL CERTIFICATION:
 I HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND. MY LICENSE NO. IS 38997. I HAVE REVIEWED AND APPROVED THIS SURVEY.
 I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND. MY LICENSE NO. IS 38997.
 AUGUST 4, 2021, IN ACCORDANCE WITH COMAR 09.13.06.12.

Jeffery W. Ches, Prof. Land Surveyor
 Jeffery W. Ches, Prof. Land Surveyor



VANMAR ASSOCIATES, INC.
 Engineers, Surveyors, Planners
 100 State St., Suite 1000, Mount Airy, MD 21071
 (301) 979-2888 (301) 931-9015 (410) 466-2771
 LIBER 019598, FOLIO 259
 ZONING: MUNICIPALITY
 SCALE: 1"=100'
 DATE: MAY, 2021

DATE: _____
 REVISIONS: _____

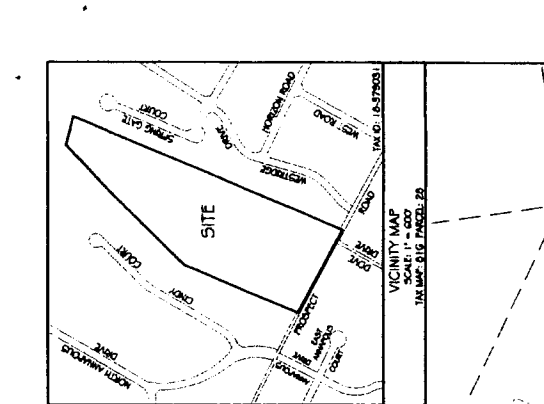


EXHIBIT "C"

List of Names and Addresses of Persons With Ownership Interest in the Property

Rigler Family Trust
c/o Timothy Link Rigler and
Regina Warfield Rigler
879 Long Corner Road,
Mt. Airy, MD 21771

Leslie B. Rigler, Jr.
126 Goucher Way
Churchville, MD 21028

Utha Jean Rupert
c/o John Swomley
509 Cara Court
Martinsburg, WV 25401

EXHIBIT "D"

List of Names and Addresses of persons Residing on
The Property Who are Registered to Vote in Carroll County

As indicated in averment no. 4 of the within Petition the property is current vacant and there are no residents of the site. Therefore there are no persons residing on the property who are registered to vote in contemplation of Annotated Code of Maryland; Local Gov't Art.; § 4-404(a).

Resolution Exhibit 2

**Town of Mt. Airy
Annexation Resolution 2021-44
for the “Rigler Property”**

Annexation Agreement

**DRAFT – FOR SETTING OF PUBLIC HEARING AND ADOPTION OF ANNEXATION
PLAN AT THE 1-10-22 TOWN COUNCIL MEETING**

ANNEXATION AGREEMENT FOR “RIGLER PROPERTY”

THIS ANNEXATION AGREEMENT (“Agreement”), dated this ___ day of _____, 2022, by and between Timothy Link Rigler and Regina Warfield Rigler, Trustees under the Rigler Family Trust, dated December 29, 2014, Leslie B. Rigler, Jr. and Utha Jean Rupert (hereinafter “Owners”), and the Town of Mount Airy, Maryland, a municipal corporation organized under the laws of the State of Maryland (hereinafter “the Town”).

WHEREAS, Owners hold legal title in fee simple to 12.6654 acres of land, more or less, being a portion of Parcel 427 as designated on Tax Map 23, known as “Patriot’s Overlook”, situate adjacent to the existing corporate boundaries of the Town, and as more particularly described by metes and bounds in Exhibit A to a Petition for Annexation and Zoning to the Town of Mount Airy, Annexation Petition No. 2021-44 (hereinafter “the Petition”), and shown on the Annexation Plat titled “Annexation Plat Town of Mount Airy for Patriot’s Overlook as Exhibit B to said Petition (hereinafter “the Property”), and being more particularly described in a deed into Petition dated January 17, 2007 and recorded among the Land Records of Frederick County, Maryland at Liber 5187, Folio 448, *etc.* attached as Exhibit C to said Petition (hereinafter “the Property”); and

WHEREAS, Owner filed the Petition with the Town pursuant to the Maryland Code, Local Government Article (“LG”), Section 4-404 seeking annexation of the Property into the Town; and

WHEREAS, the Petition was determined to be in proper form and compliant with the Maryland Code by the attorney for the Town; and

WHEREAS, Annexation Resolution No. 2021-44 (hereinafter “the Resolution”) was introduced at the regular Town Council meeting held on April 14, 2020; and

WHEREAS, the Resolution was thereupon referred to the Town’s Planning Commission for review and recommendations; and

WHEREAS, the Town Planning Commission reviewed the proposed annexation and proposed zoning of the Property on December 29, 2022, and has recommended to the Mayor and Town Council that this Resolution be approved subject to the following conditions: (1) that the Annexation Agreement require Petitioners, and/or their successors in interest, to design, construct and dedicate to the Town a direct road connection to the Windy Ridge Park, a Town owned Park, off Prospect Road; (2) that the zoning of the property should be R-2 within the Town of Mount Airy; and (3) that a zoning waiver be obtained from the Fredrick County Commissioners for the increased density from current zoning within Fredrick County.; and

WHEREAS, pursuant to LG, Section 4-415, Town Staff prepared an Annexation Plan, which was adopted by the Town Council at its regular meeting on _____, 2022, which was then, pursuant to LG, Section 4-415(f), provided to the County Council of Frederick County, the Frederick County Planning Department and the Maryland Planning Department for comment; and

WHEREAS, after publication of public notice at least two (2) times at not less than weekly intervals in at least one newspaper of general circulation in the Town and in the area to be annexed, in accordance with the LG, Section 4-406 and the Town Code, Section 250-117, and after a copy of such public notice was provided to the Maryland and Frederick County Planning Departments, a public hearing was conducted in the Town on _____, 2022, which was no sooner than fifteen (15) days after the final required publication of the public

notice, in order to receive public comment, at which representatives of the Maryland and Frederick County Planning Departments were given first opportunity to be heard, and upon completion of the public hearing, the public record was closed to further public comment; and

WHEREAS, pursuant to Section 4-416(b), the Board of Commissioners of Frederick County waived and provided consent to the development of the Property after annexation for the land uses set forth in this Resolution even if substantially different than the authorized use, or at a substantially higher density, not exceeding 50%, that could be granted for the proposed development, in accordance with the zoning classification of the County applicable at the time of this annexation; and

WHEREAS, the Town Council considered and approved the Resolution on or about _____, subject to certain conditions set forth in the Resolution, as amended, and subject to the terms and conditions of this Agreement; and

WHEREAS, pursuant to the LG, Section 4-409, the annexation will be made effective on _____; and

WHEREAS, no petition for referendum on the Resolution was received by the Town meeting the requirements of LG, Section 4-409 and, therefore, the Resolution became final after expiration of forty-five (45) days after its enactment, subject to execution of this Agreement and the fulfillment of the conditions set forth in the Resolution and this Agreement.

NOW, THEREFORE, for the mutual promises contained herein and other good and valuable consideration, which the parties deem to be good and sufficient, the parties do hereby agree as follows:

1.0 Definitions.

1.1 “Agreement” shall mean this Annexation Agreement.

1.2 “Maryland Code” shall mean the Code of the State of Maryland.

1.3 “Mayor” shall mean the Mayor of the Town of Mount Airy.

1.4 “Nonconforming use” for the purposes of this Agreement shall mean a use of a building or of land lawfully existing at the time of the effective date of this Agreement and of the annexation to which this Agreement relates but which does not conform with the use regulations as set forth in Chapter 250 of the Town Code for the zone in which the building or land is located.

1.5 “Owner” shall mean Woodhaven Building and Development, Inc.

1.6 “Parties” shall mean the parties to this Agreement.

1.7 “Petition” shall mean the petition for annexation of the Property resulting in Annexation Resolution No. 2021-44 introduced on September 13, 2021 before the Town Council of the Town of Mount Airy.

1.8 “Plat of Annexation” shall mean the plat attached as Exhibit B to the Petition showing the boundaries of the Property and, within those boundaries, the zoning classifications under Chapter 250 of the Town Code for portions of the Property that will apply upon annexation.

1.9 “Property” shall mean 12.6654 acres of land, more or less, being a portion of Parcel 427 (*i.e.*, the unincorporated portion of Parcel 427, the remaining portion being already within the Town’s boundaries) designated on Tax Map 23, known as “Patriot’s Overlook”, situate adjacent to the existing corporate boundaries of the Town, and as more particularly described by metes and bounds in Exhibit A to the Petition, and shown on the Annexation Plat as Exhibit B to the Petition.

1.10 “Resolution” shall mean Annexation Resolution No. 2021-44 introduced on September 13, 2021 before the Town Council of the Town of Mount Airy and shall include any and all amendments thereafter made and approved and adopted by the Town Council on _____.

1.11 “Town” shall mean the Town of Mount Airy, a municipal corporation organized under the laws of the State of Maryland.

1.12 “Town Code” shall mean the Code of the Town of Mount Airy.

1.13 “Town Council” shall mean the Town Council of the Town of Mount Airy.

1.14 “Town Taxes” shall mean the Town’s municipal real estate taxes.

1.15 “Zoning Classifications” shall mean the zoning classification under Chapter 250 of the Town Code for the Property that will apply upon annexation and which are shown in the Plat of Annexation attached to the Petition as Exhibit B.

2.0 Recitals.

2.1 The recitals set forth above are incorporated herein and made a part hereof as though fully set forth.

3.0 Conditions and Effective Date.

3.1 This Agreement is expressly conditioned upon the passage and approval of the Resolution and this Agreement by the Town Council, expiration of all referendum periods pursuant to LG, Section 4-404 or approval of the Resolution and the terms of this Agreement by referendum, and the execution of this Agreement by and on behalf of the Town and Owner within 15 days after the annexation becomes effective.

3.2 This Agreement shall become effective retroactively to the date that the Resolution becomes effective under the law.

3.3 This Agreement shall become null and void *ab initio*, even if executed by one or more of the Parties, if for any reason the Resolution does not become effective and/or the Resolution or any part of this Agreement is stricken, voided or held in any manner invalid by a court of competent jurisdiction, or if one or more of the conditions to the Resolution and this Annexation Agreement are not timely fulfilled absent a written waiver of such condition by the Town.

3.4 As a condition precedent to annexation, this Agreement is conditioned, as set forth in the Annexation Resolution and as set forth in this Agreement below, upon the following terms and conditions:

3.4.1 Owner, its successors and assigns, shall pay the costs of any required advertising of the Annexation Resolution, as well as the outstanding balance, after application of any deposit or fee paid to the Town upon filing of the Petition, of any charges made or incurred by the Town for review of the proposed annexation, services of the Town Attorney and any consultants, plus 15% toward the Town's administrative costs and overhead. To the extent that the expenses of the Town for which the deposit is made are upon final accounting less than the amount paid by Owner upon filing the Petition, Owner shall be refunded the balance of the deposit.

3.4.2 To the extent applicable, pursuant to LG, Section 4-416(b), the Board of Commissioners of Frederick County waiving and providing consent to the development of the Property after annexation for the land uses set forth in the Resolution and this Agreement even if substantially different than the authorized use, or at a substantially higher density, not exceeding 50%, that could be granted for the proposed development,

in accordance with the zoning classification of the County applicable at the time of the annexation which is the subject of this Agreement.

3.4.3 Those other terms and conditions set forth herein, including but not limited to the Town and the public being provided access to Windy Ridge Park from Prospect Road as set forth in Section 8.1 below.

3.6 This Agreement shall be recorded among the Land Records of Frederick County, Maryland at Owner's sole cost and at no cost or expense to the Town.

3.7 Any condition to annexation not timely met, unless waived in writing by the Town, shall cause the adoption of this Resolution and the Annexation to become null and void. Time shall be of the essence.

4.0 Zoning and Town Code Compliance.

4.1 The Property, simultaneously with its annexation into the corporate boundaries of the Town, is hereby zoned as R-2.

4.2 All current and future uses of or activities on individual parcels comprising the Property shall henceforth be governed, regulated and limited by the provisions of the Town Code applicable to the particular Zoning Classification for each individual parcel, except as set forth below:

4.2.1 Nonconforming uses shall be allowed to continue but shall not be allowed to expand, except in accordance with the Town Code, and shall further be subject to the provisions of the Town Code relating to discontinuance and substitution of nonconforming uses as set forth in the Town Code.

4.2.2 Lots of record which exist and are developed or improved as of the effective date of this Agreement and the annexation to which it relates which do not

fulfill the Town's regulations for the minimum lot area and/or width for the zone in which they are located shall be legal lots of record pursuant to the Town Code, except that any future resubdivision, development or improvements to any parcels or lots within the Property, shall be required to comply with all applicable provisions of the Town Code, including but not limited to lot dimensions, setbacks, lot sizes, road frontages, *etc.*

5.0 Development.

5.1 All future subdivision, resubdivision, or development of the Property or any portion thereof shall be subject to all applicable subdivision regulations, design standards, rules, regulations, and ordinances of the Town, and any other applicable laws of the State of Maryland in force from time to time. The development of parcels and the construction of public improvements in the area to be annexed by Owner shall be subject to development plans submitted to and approved by the Town Planning Commission in accordance the Town Code, and the construction of public improvements shall be subject to Public Works Agreements entered into with the Town and approved by the Town Council.

6.0 Municipal Taxation.

6.1 The lots making up the Property shall be subject to 100% of the municipal tax, as set forth in the Town Code, commencing on the next fiscal year after the effective date of the annexation, and are subject to reassessment thereafter as to each improved lot in accordance with applicable provisions of the Maryland and Town Codes.

7.0 Police and Fire Service.

7.1 Upon the effective date of the Annexation Resolution, the Property will receive police service coverage from the Town of Mount Airy Police Department and fire service coverage in the same manner as other properties in the Town.

8.0 Streets and Roads Maintenance.

8.1 Owner shall make the following road improvements: Owners shall design and construct road access through the development from Prospect Road to Windy Ridge Park, in a location and layout to be determined during the development review process, and shall dedicate same to the Town for use by the Town and the public for access to Windy Ridge Park..

8.2 The aforementioned road improvements, and any and all other road improvements pursuant to any future approved development plans for the Property, shall adhere to Town road construction standards in terms of thickness, curb, gutter and sidewalk, unless otherwise agreed to in the development plan review process. All such road improvements and respective rights of way, when completed, shall be dedicated or otherwise conveyed to the Town by Owner or the County or State Highway Administration as may be applicable, upon final inspection and acceptance by the Town and/or other governing authorities.

9.0 Trash, Garbage and Recycling Service.

9.1 Upon improvement of the Property, and issuance of the first Zoning and Use and Occupancy Certificates, the Town will provide trash, yard waste and recycling services as it provides for properties within the limits of the Town to the extent required by the Town Code. The owners of the improved lots or parcels comprising the Property shall participate in the Town's recycling program and shall pay the Town for trash, yard waste and recycling services, including recycling containers or bins, at the same cost charged to residents of the Town, and/or as amended from time to time in the future.

10.0 Water and Sewer Service.

10.1 **NEED TO INSERT PROVISIONS RELATED TO WATER AND SEWER.
IS THE PROPERTY PROVIDING ITS OWN WATER/SEPTIC? IS THE TOWN**

**EXTENDING WATER AND SEWER TO THE PROPERTY ONCE DEVELOPED?
THERE ARE POLICIES ADOPTED BY THE TOWN PROVIDING FOR SUFFICIENT
WATER SUPPLY TO MEET THE DEMANDS OF THE POPULATION. WATER
STORAGE MAY BE REQUIRED AND THESE PROVISIONS SHOULD SO REFLECT
WHAT IS REQUIRED.**

**11.0 RESERVED FOR ANY ADDITIONAL TERMS, ADDITIONAL TOWN
SERVICES TO BE PROVIDED TO THE PROPERTY, ETC.**

12.0 General Miscellaneous Provisions.

12.1 This Agreement may be signed in counterparts.

12.2 This Agreement will be construed and governed in its performance by the laws of the State of Maryland.

12.3 This Agreement and the Resolution represent the entire agreement between the parties and there is absolutely no agreement on the part of any of them to do any act or thing other than is herein expressly stated and/or set forth in the Resolution and/or any of its attachments or exhibits, and to which the parties herein have clearly agreed.

12.4 This Agreement may not be modified except either in a written agreement signed by the parties or their successors in interest or by means of an amendment to the Town Code. Waiver of conditions to annexation may only be waived by the Town in writing. Time shall be of the essence.

12.5 In the event of a dispute between the parties arising out of this Agreement, and prior to the filing of any lawsuit, the parties agree to submit to non-binding mediation before a mediator to be agreed upon by the parties, or if unable to agree, assigned by the American Arbitration Association.

12.6 In any lawsuit arising out of this Agreement, the parties hereby agree to waive a jury trial and the exclusive jurisdiction for litigation of any dispute between the parties regarding this Agreement shall be the Circuit Court for Frederick County, Maryland.

12.7 The provisions of this Agreement shall be covenants and/or restrictions on the lots or parcels of land making up the Property which shall run with the land in perpetuity and shall be binding upon all record owners or other persons holding any right, title or interest in each individual lot or parcel making up the Property, as well as any and all of their heirs, assigns, personal representatives, administrators, executors, guardians, legatees, grantees and successors-in-interest and shall run with each of their respective lots or parcels.

[Signatures on the following pages – remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereby affix their signs and seals.

WITNESS:

RIGLER FAMILY TRUST

By: _____ (SEAL)
Timothy Link Rigler, Trustee

Date

WITNESS:

RIGLER FAMILY TRUST

By: _____ (SEAL)
Regina Warfield Rigler, Trustee

Date

STATE OF MARYLAND
COUNTY OF _____

I HEREBY CERTIFY, that on this _____ day of _____, 2022, before me, the undersigned Notary Public of said State, personally appeared and known to me (or satisfactorily proven) to be Timothy Link Rigler and Regina Warfield Rigler, Trustees under the Rigler Family Trust, dated December 29, 2014 named in the foregoing instrument, and acknowledge that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

WITNESS:

UTHA JEAN RUPERT

By: _____(SEAL)
John P. Swomley, Attorney in Fact

Date

STATE OF MARYLAND
COUNTY OF _____

I HEREBY CERTIFY, that on this _____ day of _____, 2022, before me, the undersigned Notary Public of said State, personally appeared and known to me (or satisfactorily proven) to be John P. Swomley, who certified and adequately established himself to be the Attorney in Fact for Utha Jean Rupert by Power of Attorney dated _____, named in the foregoing instrument, and acknowledge that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

WITNESS:

_____(SEAL)
Timothy Link Rigler

Date

_____(SEAL)
Regina Warfield Rigler

Date

STATE OF MARYLAND
COUNTY OF _____

I HEREBY CERTIFY, that on this _____ day of _____, 2022, before me, the undersigned Notary Public of said State, personally appeared and known to me (or satisfactorily proven) to be Timothy Link Rigler and Regina Warfield Rigler, Trustees under the Rigler Family Trust, dated December 29, 2014 named in the foregoing instrument, and acknowledge that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

WITNESS:

TOWN OF MOUNT AIRY

By: _____(SEAL)
Larry G. Hushour, Mayor

Date

**STATE OF MARYLAND
COUNTY OF CARROLL**

I HEREBY CERTIFY, that on this _____day of _____, 2022, before me, the undersigned Notary Public of said State, personally appeared Larry G. Hushour, known to me (or satisfactorily proven) to be the Mayor of the Town of Mount Airy named in the foregoing instrument, and acknowledge that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

For: Introduction and Referral to Planning Commission: 7/12/21
Planning Commission Review and Recommendation: 8/30/21
Reintroduction: 9/13/21, 12/6/21 (with changes)
Public Hearing: 10/4/21
Adoption: 1/10/22
Effective Date: 1/31/22

THE TOWN OF MOUNT AIRY, MARYLAND
ORDINANCE NO. 2021-18

**AN ORDINANCE TO AMEND THE CODE OF
THE TOWN OF MOUNT AIRY,
PART II ENTITLED “GENERAL LEGISLATION”,
CHAPTER 112 ENTITLED “ZONING”,
ARTICLE II ENTITLED “GENERAL REGULATIONS”,
TO CREATE NEW SECTION 112-19.1 ENTITLED
“WIRELESS FACILITIES”, AMENDING ARTICLE IV ENTITLED “PROVISIONS
GOVERNING RESIDENTIAL DISTRICTS”, SECTION 112-34 ENTITLED
“ACCESSORY STRUCTURES”, ARTICLE V ENTITLED “PROVISIONS
GOVERNING COMMERCIAL DISTRICTS”, SECTION 112-37 ENTITLED “LC
LIMITED COMMERCIAL DISTRICT”, SECTION 112-37.1 ENTITLED “DOWNTOWN
ZONE (DTZ)”, SECTION 112-37.2 ENTITLED “MIXED USE DISTRICT (MXD)”,
SECTION 112-38 ENTITLED “NP NEIGHBORHOOD PROFESSIONAL”, SECTION
112-39 ENTITLED “CC COMMUNITY COMMERCIAL DISTRICT”, SECTION 112-
39.1 ENTITLED “MIXED-USE DEVELOPMENT IN CC DISTRICT (MXU-CC)
SPECIAL EXCEPTION”; ARTICLE VI ENTITLED “PROVISIONS GOVERNING
INDUSTRIAL DISTRICTS”, SECTION 112-45 ENTITLED “I INDUSTRIAL
DISTRICT”, AND SECTION 112-50.1 ENTITLED “OFFICE PARK EMPLOYMENT
DISTRICT (OPE)”, FOR THE PURPOSE OF REGULATING FOR THE
PLACEMENT, CONSTRUCTION, INSTALLATION, CO-LOCATION,
MODIFICATION, RELOCATION, OPERATION
AND REMOVAL OF WIRELESS FACILITIES**

WHEREAS, the Town’s Zoning Chapter does not explicitly provide for procedures or regulations for the placement, construction, installation, co-location, modification, relocation, operation, and removal of wireless facilities; and

WHEREAS, the Town’s regulation of wireless facilities has in the past been through policy and process, rather than by ordinance; and

WHEREAS, the Town Council has determined it to be in the best interests of the Town and its residents to codify regulation related to the placement, construction, installation, co-location, modification, relocation, operation, and removal of wireless facilities in the Town; and

WHEREAS, the Town desires to establish regulation of wireless facilities in the Town in order to allow the location of such in certain locations within the Town, while at the same time preserving the integrity, safe usage, and aesthetic qualities of the Town; and

WHEREAS, in accordance with Section 112-67 of the Town Code, this ordinance was referred to the Town Planning Commission for review and recommendation, and on August 30, 2021, the Planning Commission recommended that the Town Council enact this ordinance; and

WHEREAS, in accordance with Section 112-66A of the Town Code, and the Land Use Article of the Maryland Code, Section 4-203(b), after due and legally required notice, a public hearing on this ordinance was held by the Town Council on October 4, 2021; and

WHEREAS, on December 6, 2021, this Ordinance was introduced with changes; and

WHEREAS, the Mayor and Town Council have considered the recommendations of the Planning Commission, public comments and recommendations, and input from other applicable governmental agencies, and have determined it to be in the best interest of the citizens of the Town to enact this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF MOUNT AIRY:

Section 1. That Part II, Chapter 112, Article II be and is hereby amended to enact new Section 112-19.1 as follows:

§ 112-19.1. Wireless facilities.

A. Purpose. The purpose of this ordinance is to establish general procedures, standards, and regulations, consistent with all applicable federal and state laws, for the placement, construction, installation, co-location, modification, relocation, operation and removal of small cell wireless facilities and associated equipment in the Town. The goals of this section are to:

- (1) Provide standards, technical criteria and details for wireless facilities, wireless support structures and other related equipment in the Town to be uniformly applied to all applicants, owners and operators of such facilities;
- (2) Enhance the ability of wireless communications carriers to deploy wireless technology in the Town quickly, effectively and efficiently so that residents, businesses and visitors benefit from robust wireless service availability;
- (3) Preserve the character of the Town and its corridors;

(4) Ensure that wireless facilities, wireless support structures and other related equipment conform to all applicable health and safety regulations and blend into the surrounding environment to the greatest extent possible.

B. Definitions. As used in this section, the following terms shall have the meanings indicated:

ANTENNA

Communications equipment that transmits and/or receives electromagnetic radio-frequency signals used in the provision of wireless services. This definition does not apply to broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

CO-LOCATE

To install or mount a small wireless facility in the public right-of-way on an existing support structure, an existing tower, or on an existing pole to which a small cell wireless facility is attached at the time of the application. "Co-location" has a corresponding meaning.

COMMUNICATIONS SERVICE

Collectively, the equipment at a fixed location or locations that enables communications services, including i) radio transceivers, antennas, coaxial, fiber-optic or other cabling, power supply (including backup battery), and comparable equipment, regardless of technological configuration; and ii) all other equipment associated with any of the foregoing. A communications facility does not include the pole, tower or support structure to which the equipment is attached.

FACILITY

Wireless transmitting and/or receiving equipment, including any associated electronics and electronics shelter or cabinet and generator.

MICRO-WIRELESS FACILITY

A wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna no longer than 11 inches, if any.

OMNI-DOME ANTENNA

A wireless transmitting or receiving antenna that radiates or intercepts radio-frequency (RF) electromagnetic fields equally well in all horizontal directions in a flat, two-dimensional (2D) geometric plane; it receives signals from all directions and so needs to be installed in a vertical position in the area of the strongest signal.

PANEL ANTENNA

A type of directional antenna, sending and receiving signals from only one direction, consisting of a dipole placed ahead of a flat-panel reflector.

PROVIDER

A communications service provider or a wireless services provider and includes any person that owns and/or operates any communications facilities, wireless facilities, or poles built for the sole or primary purpose of supporting communications facilities within the Town.

PUBLIC RIGHT-OF-WAY

The area on, below, or above property that has been designated for use as or is used for a public roadway, highway, street, sidewalk, alley or similar purpose, and for purposes of this chapter shall include public utility easements.

SMALL WIRELESS FACILITY

A wireless facility that meets the following criteria:

- (1) The structure on which antenna facilities are mounted:
 - (a) Is 30 feet or less in height, including existing antennas; or
 - (b) Is not extended to a height of more than 30 feet or by more than 10% above its preexisting height, or whichever is less;
- (2) Each antenna associated with the deployment, excluding the associated equipment, is not more than three cubic feet in volume;
- (3) All other wireless equipment associated with the antenna, including the provider's preexisting equipment, is cumulatively no more than 28 cubic feet in volume;

(4) The facility does not require antenna structure registration under federal law; and

(5) The facility does not result in human exposure to radio-frequency radiation in excess of applicable safety standards under federal law.

SUPPORT STRUCTURE

A structure other than a pole or a tower to which a wireless facility is attached at the time of the application.

UTILITY POLE

A tall pole, usually constructed of wood, used to carry telephone wires, electrical wires and other utility lines above the ground.

WIRELESS FACILITY

The equipment at a fixed location or locations in the Town that enables wireless services. The term does not include coaxial, fiber-optic or other cabling that is between communications facilities or poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna. A small wireless facility is one type of a wireless facility.

C. Location of wireless facilities. The following areas are permitted for placement of wireless facilities:

(1) Public parks owned by the Town and approved by the Town with approval by the Recreation and Parks Board with input from the Planning Commission, subject to the following:

(a) Screening and equipment enclosures shall blend with or enhance the surrounding area in terms of scale, form, texture, materials, and color. Equipment shall be concealed as much as possible by blending into the natural and/or physical environment. All screening shall be at the reasonable discretion of the Town Recreation and Parks Board with input from the Planning and Commission.

(b) No small wireless facility, support structure and/or related equipment shall be attached or supported by any park equipment, facilities, or structures.

(c) Any proposed location for a wireless facility, support structure and/or related equipment within a public park must be approved and is subject to relocation within the park by the Town Recreation and Parks Board with input from the Planning Commission:

- [i] In consideration of neighboring park facilities or equipment, including other small cell facilities/wireless facilities and/or support structures within the same park.
- [ii] In consideration of the location of residences, buildings and structures, including other small cell facilities/wireless facilities and/or support structures, on adjoining property.
- [iii] In consideration of noise that the new proposed wireless facilities, support structures and/or related equipment make individually and collectively with other surrounding similar facilities.
- [iv] If the relocation of such would not impose burdensome technical limits or other unreasonable burdens or expense on the operator.

(d) The Recreation and Parks Board with input from the Planning Commission may, in its discretion, limit the number of wireless facilities, support structures and/or related equipment within a particular public park, in consideration of:

- [i] Aesthetics;
- [ii] Interference with the other similar communications facilities and structures;
- [iii] Noise that existing and new proposed small cell facilities/wireless facilities and/or support structures make individually and collectively;
- [iv] Residences, buildings and structures, including other wireless facilities, support structures and/or related equipment, on adjoining property;
- [v] Whether denial of additional location of such facilities within the park would materially inhibit the provision of wireless services by the operator;

(2) In the discretion of the Town Council with input from the Planning Commission, a new wireless facility, support structure and/or related equipment may be located within other areas of the Town, including within public rights of ways and/or

private property as an accessory use, but subject to the conditions and limitations set forth below:

- (a) If the operator demonstrates that the denial of any proposed location outside a public park would materially inhibit provision of wireless services by the operator.
- (b) In consideration of whether the proposed new wireless facilities, support structures and/or related equipment can be screened, enclosed or otherwise blended with or could enhance the surrounding area in terms of scale, form, texture, materials, and color. Equipment shall be concealed as much as possible by blending into the natural and/or physical environment. If trees, bushes, rocks, and other forms of landscaping are to be used for screening, such landscaping must match the predominant landscaping form and species within one block of the facilities. All required screening shall be at the reasonable discretion of the Town Planning Commission.
- (c) In consideration of whether the proposed new wireless facility, support structure and/or related equipment proposes a co-location, as opposed to an entirely new location, support structure, or utility poles.
- (d) In consideration of noise that the new proposed wireless facilities, support structures and/or related equipment make individually and collectively with other surrounding similar facilities.
- (e) As applicable and/or unless waived or modified by the Planning Commission for good cause, so long as the proposed new wireless facility, support structure and/or related equipment:
 - [i] If proposed for location on property or a right-of-way not owned by the Town, is authorized, in writing, by the owner of said property or right-of-way in a lease or other similar agreement as set forth below, or is otherwise proposed to be located on property or within a public right-of-way owned by the Town;
 - [ii] Does not significantly create a new obstruction to property sight lines;
 - [iii] Is in alignment with existing trees, utility poles, and streetlights;
 - [iv] Is equal distance between trees when possible, with a minimum of 15 feet separation such that no proposed disturbance shall occur within the critical root zone of any tree;

- [v] Will maintain appropriate clearance from existing utilities;
 - [vi] Is located at least 10 feet away from the triangle extension of a driveway flare;
 - [vii] Is no closer than 250 feet, radially, to another freestanding small cell;
 - [viii] Proposes that all lines, including power and transport facilities, connecting to a new support structure shall be placed in duct or conduit that is buried below ground;
 - [ix] Proposes that new overhead wiring to accommodate the antennas will not be permitted;
 - [x] All new wireless facilities within the Main Street area must be located no closer than 500 feet of Main Street;
 - 1. The Main Street Corridor for the purpose of this ordinance and any document approved by the Town related to cellular facilities shall run from Culwell Ave to the intersection of North Main Street and State Route 27.
 - [xi] No small wireless facility shall be located closer than 500 feet of any public or private school, including daycares except a daycare run as a “Home Occupation”, a term defined in 112-71 and is a special exception in some residential zones.
 - [xii] Proposed elements of pole(s) shall be aesthetically matching and consistent with the character and height of adjacent poles and streetlights and approved and agreed to by the Town;
 - [xiii] The requirements and findings are met with respect to the location of the proposed wireless facility, support structure and/or related equipment to be located on Town streets, sidewalks, or other public right-of-way as set forth below.
- (f) The Planning Commission may in its discretion propose to the Town Council for its approval, an alternate suitable location for a wireless facility.

D. Application for a permit.

- (1) Any wireless facility located, improved, co-located, modified, etc. on Town property or facilities, on private property or anywhere in the Town where it has authority, shall require a permit.
- (2) The installation of wireless facilities, support structures and related equipment in a public right-of-way or property owned by the Town shall require a permit under this ordinance. No permit shall be issued with respect to the installation of wireless facilities, support structures or related equipment in, on, or over any Town park or property, street, sidewalk, or right-of-way unless and until the permit applicant and the Town have negotiated and executed a franchise or right-of-way use agreement setting forth the terms and conditions, including fair compensation to the Town, and, where applicable, lease payments for the use of any Town-owned poles or facilities and/or property.
- (3) In addition to the other information required herein, an application for such a permit shall include the following information pertaining to particular sites or a proposed deployment:
 - (a) A study, paid for by the applicant, showing that any new wireless facility will not cause an exceedance in RF exposure limits set by the Federal or Maryland Government.
 - (b) A technical description of the proposed facilities, along with detailed diagrams accurately depicting all proposed facilities and support structures, and the proposed locations thereof;
 - (c) A detailed deployment plan describing construction planned for the twelve-month period following the issuance of the permit and a description of the completed deployment;
 - (d) An engineering certification relating to the proposed construction submitted by an engineer licensed in the State of Maryland;
 - (e) A statement describing the applicant's intentions with respect to co-location;
 - (f) A statement demonstrating the permittee's duty to comply with applicable safety standards for the proposed activities;
 - (g) If applicable, an executed agreement with the Town;

- (h) In the case of a proposed location on property or rights-of-way not owned by the Town, an executed agreement between the provider and the owner of the property or right-of-way;
 - (i) A certification from an ~~engineer~~ telecommunications engineer or a professional engineer with expertise in telecommunications that the proposed new wireless facility, support structure and/or related equipment will not interfere with the use, operation, maintenance and repair of existing similar facilities, and will not otherwise interfere with the use, operation, maintenance or repair of Town-owned equipment, facilities, or structures to which the proposed new wireless facility, support structure and/or related facility is to be attached or is to be installed in proximity;
 - (j) A certification from an ~~engineer~~ telecommunications engineer or a professional engineer with expertise in telecommunications as to the noise that the proposed new small wireless facility, support structure and/or related equipment will make individually and collectively with other similar facilities that surround it; and
 - (k) Such other information as the Town may require.
- (2) Within 30 days of the date of submission of an application, the applicant shall be notified, in writing, of any deficiencies related to the completeness of the application. No additional review or consideration of the application shall occur until such deficiencies are corrected. Remediation of deficiencies in an application shall be deemed an amendment of the application that was received and will again be reviewed for completeness as provided in this subsection. The town reserves the right to hire an outside consultant to review an application which it will shall be reimbursed for by the applicant prior to the permit being approved or denied.
- (3) The Town Planning Director may deny applications not meeting the requirements stated herein or which are otherwise not complete after proper notice and a reasonable opportunity to make the application complete has been afforded. Applications will be deemed abandoned if left incomplete for more than 90 days after the date of notice of incompleteness.

E. Wireless requirements and findings.

- (1) In addition to the findings required for the location of wireless facilities, support structures and/or related equipment set forth above, the following requirements and findings apply to proposed wireless facilities, support structures and/or related equipment to be located on Town streets, sidewalks, or other public right-of-way:

(a) Absent a special finding by the Town, wireless facilities may only be installed on existing utility poles, and only entities certificated by the Maryland Public Service Commission pursuant to Maryland Code Annotated, Public Services and Utilities Article, Division I, Title 7 or Title 8, may erect new poles in the public right-of-way.

(b) Any new pole installed in public right-of-way to support wireless facilities shall:

[i] Comply with all structural and safety standards specified by the Town and this ordinance;

[ii] Not obstruct pedestrian or vehicular traffic flow or sight lines;

[iii] Not exceed the average height of the existing streetlight poles or utility poles within the area extending 1,000 feet in any direction of the proposed structure;

[iv] Be designed to accommodate the co-location of at least three different wireless providers' antennas and related equipment;

[v] If metal, be treated or painted with nonreflective paint, and in a way to conform to or blend into the surroundings; and

[vi] Comply with such other requirements and conditions as the Town may conclude are appropriate to impose.

(2) Any wireless facilities installed on a pole or any other structure in the public right-of-way or in a town park shall:

(a) Have equipment box or boxes no greater in collective size than 24 cubic feet in volume, provided that neither the width nor the depth of any box may exceed two linear feet;

(b) Have panel antennas no greater than two feet in height, and omni-dome antennas no more than four feet in height, and no wider than the sixteen-inch diameter;

(c) Have no more than three single panel antennas per pole and no more than one omni-dome antenna per pole;

(d) Have microwave dishes no greater than two feet in diameter, with no more than three microwave dishes per pole;

- (e) Be treated or painted with nonreflective paint, and in a way to conform to or blend into the pole or the surroundings; and
- (f) Comply with such other requirements and conditions as the Town may conclude are appropriate to impose.

(3) Concealment.

- (a) All equipment for a wireless facility shall be located in an adjoining underground vault next to the pole housing the antennae. A waiver to this requirement may be issued by the Town Community Planning Administrator if a case is made by the applicant that doing so would create unnecessary hardship. A waiver issued for shall be needed for each pole an applicant would like for a waiver to be issued, no blanket waivers shall be allowed
- (b) If a waiver is issued for the concealment of a wireless facility, the following must be followed:
 - [i] Wireless facilities shall be concealed in an equipment box or cabinet. Unless approved by the Town, there shall be no external wires hanging from the pole and all wires shall be enclosed in a conduit.
 - [ii] Equipment enclosures, including electric meters, shall be as small as possible. Ground-mounted equipment shall incorporate concealment elements into the proposed design, such as landscaping, barriers, strategic placement in a less visible location and placement within existing street furniture.
 - [iii] Landscape screening may be required around ground-mounted equipment enclosures. The planting quantity and size must insure that 100% screening is achieved within three years of installation. All maintenance of landscaping is the responsibility of the operator. Any proposed pruning or removal of existing trees, shrubs or other landscaping in the public right-of-way for installation must be noted in the permit application to be reviewed by the Town.
 - [iv] All colors must match the background of any wireless support structure to which facilities are attached. In the case of existing wood poles, finishes of conduit shall be aluminum or stainless steel. Equipment attached to metal poles must match the pole finish and color. Equipment cabinets and other encasements shall be finished using a Town-approved method and color.

(4) Signage/lights/logs/decals.

- (a) The operator shall post the name, location, identifying information, and emergency telephone number in an area on the cabinet of the small wireless facility visible to the public. Signage required under this section shall be four inches by six inches, unless otherwise required by law. If no cabinet exists, the signage shall be placed at the base of the pole. Any signage shall blend with the posted location, and shall not be overly noticeable from a distance of greater than 6 feet from the posted location.
- (b) Wireless facilities, support structures and/or related equipment shall not be illuminated, except to meet state, federal or local requirements or unless illumination is integral to the camouflaging strategy such as design intended to look like a streetlight pole.
- (c) The operator shall remove or paint over unnecessary equipment manufacturer decals. Wireless facilities, support structures and/or related equipment shall not include advertisements and may only display information required by federal, state or local code.

(5) Wireless facilities, support structures and related equipment proposed to be located on Town streets or property, private property, sidewalks, or other public right-of-way may be permitted upon a finding by the Town that:

- (a) The application complies with all standards and requirements set forth in this ordinance;
- (b) The location selected in the application is not in an area where there is an over-concentration of poles or other facilities in, on, or over the streets, sidewalks or other public right-of-way;
- (c) The location selected, and scale and appearance of the wireless facilities, support structures and related equipment to be installed, are consistent with the general character of the neighborhood;
- (d) The applicant has agreed to and provided adequate insurance, bonding and indemnification to protect the Town and its residents from injury or liability relating to or arising from the proposed facilities and structures;
- (e) The applicant has entered into the franchise or right-of-way use agreement with the Town; and

(f) The wireless facilities, if located in or adjacent to a residential district, does not generate any noise. In the event a fan is needed, a low noise profile fan or a passive cooling system will be required.

F. Exceptions.

(1) No Town permit shall be required under this article to excavate any portion of a street that is a part of the state highway system and for which a state permit is required under the provisions of Maryland Code Annotated, Transportation Article.

(2) No permit shall be issued with respect to any Town street, sidewalk, property or public right-of-way where, in the judgment of the Town, sufficient capacity no longer exists for additional facilities to be placed in the proposed location without jeopardizing the physical integrity of utilities or other facilities already present in the proposed location, or the safe and efficient vehicular or pedestrian use of the street, sidewalk or public right-of-way.

G. Fees, Charges and Bonds.

(1) Every applicant shall pay a permit application fee as set forth in the Town's fee schedule, to be paid upon submission of the application.

(2) If the proposed facility is to be located on Town property or in a Town public right-of-way, the provider shall pay the Town a use fee as set forth in the Town's fee schedule. The use fee shall be due and payable within 30 days of execution of the use agreement or the issuance of the applicable permit(s), whichever is sooner.

(3) The applicant or provider shall be subject to any other generally applicable fees of the Town.

(4) Except as otherwise provided in a use agreement with the Town, the provider may remove its communications facilities or poles at any time, upon not less than 30 days' notice to the Town, and may cease paying the Town any applicable recurring fees for such use, as of the date of the actual removal of the facilities and the complete restoration of the public right-of-way or Town property. In no event shall a provider be entitled to a refund of any fees paid prior to the removal of its facilities or poles.

(5) Unless otherwise provided in a use agreement with the Town, a performance bond or other form of surety acceptable to the Town in an amount equal to 125% of the estimated cost of restoration of any work within the public right-of-way shall be provided to the Town before any work commences or installation, modification or removal of any communication facility or pole.

H. Removal/abandonment of facilities.

- (1) The provider shall remove wireless facilities, support structures and/or related equipment when such facilities are abandoned regardless of whether or not it receives notice from the Town. Unless the Town sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 60 days of the wireless facility, support structure and/or related equipment being abandoned, or within 60 days of receipt of written notice from the Town. When the provider abandons permanent structures on Town property or in the Town's public right-of-way, the provider shall notify the Town, in writing, of each abandonment and shall file with the Town the location and description of each wireless facility, support structure and/or related equipment abandoned. Prior to removal, the provider must make application to the Town and receive approval for such removal. The provider must obtain a work permit for the removal. The Town may require the provider to complete additional remedial measures necessary for public safety and the integrity of the Town's property or Town right-of-way.
- (2) The Town may, at its option, allow a support structure to remain on Town property or in the right-of-way and coordinate with the owner to transfer ownership of such support structure to the Town, instead of requiring the owner and/or provider to remove such support structure.

I. Penalty.

- (1) Failure to comply with any provision of this ordinance is a municipal infraction, as set forth in Section 112-22.
- (2) In addition to the remedy in Subsection I(1) above, the Town may also pursue the remedies of revocation of the wireless facilities permit or specific performance of the violated provision.
- (3) The Town may excuse violations of this section for reasons of *force majeure*. For purposes of this section, "*force majeure*" means a strike, acts of God, acts of public enemies, orders of any kind of a government of the United States of America or of the State of Maryland or any of their departments, agencies or political subdivisions; riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, storms, floods, civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of the provider.

Section 2. That Part II, Chapter 112, Article IV, Section 112-34 be and is hereby repealed and reenacted with the following amendments:

§ 112-34. Accessory structures.

- A. Permit required. Accessory structures over 100 square feet require a building permit. Wireless facilities, support structures and related equipment require a permit from the Planning Commission as set forth in Section 112-19.1 above.
- B. Location. Accessory structures are not permitted in front yard areas. Accessory structures 100 square feet or less shall be set back three feet from side and rear lot lines. Accessory structures over 100 square feet shall be set back a minimum of six feet from side and rear lot lines. Notwithstanding the foregoing, wireless facilities, support structures and related equipment shall be governed by Section 112-19.1 above.
- C. Maximum lot coverage. The total coverage of any structure on one lot shall not exceed 30% of the total rear yard area.
- D. Height general rule. Accessory structures shall not exceed one story or 10 feet in height. For structures covered by a roof, the highest point of the roof shall not exceed 15 feet in height.
- (1) Garages may have up to two stories but shall not exceed the elevation of the principal structure. Garages exceeding one story must meet all setbacks and other requirements of this chapter that apply to the principal structure.
- (2) Any use of a garage or accessory structure as a residence shall be considered an accessory apartment and as such subject to the special exception process and standards provided under § 112-62F(22) of this chapter, as well as any other applicable rules, requirements and regulations for accessory apartments.
- (3) It is the homeowner's responsibility to have any accessory structure approved by his or her homeowners' association where applicable. A permit from the Town does not negate a homeowners' association covenants and/or restrictions.
- (4) Wireless facilities, support structures and related equipment shall be governed by Section 112-19.1.
- E. Permitted accessory uses and structures:
- (1) Detached garage (attached garages are considered part of the principal use and structure.)
- (2) Swimming pool.

- (3) Garden or tool shed.
- (4) Freestanding gazebo.
- (5) Satellite dish.
- (6) Hot tub or sauna.
- (7) Wireless facilities, support structures and related equipment subject to Section 112-19.1.

F. Homeowners' association. It is the homeowner's responsibility to have the accessory structure approved by his or her homeowners' association where applicable. A permit from the Town does not negate a homeowners' association's covenants and/or restrictions.

Section 3. That Part II, Chapter 112, Article V, Sections 112-37, 112-37.1, 112-37.2, 112-38, 112-39, and 112-39.1 be and are hereby repealed and reenacted with the following amendments:

§ 112-37. LC Limited Commercial District.

* * *

C. Uses permitted in the LC District. No building or structure may be erected, used or occupied except in substantial conformity with the below examples:

* * *

(18) As an accessory use only, wireless facilities, support structures and related equipment subject to Section 112-19.1 above.

* * *

§ 112-37.1. Downtown Zone (DTZ).

* * *

B. Principally permitted uses. No building or structure may be erected, used or occupied except in accordance with the following principally permitted uses:

* * *

(7) As an accessory use only, wireless facilities, support structures and related equipment subject to Section 112-19.1 above.

* * *

§ 112-37.2. Mixed Use District (MXD).

* * *

C. Permitted uses. No building, structure, or land to which this zone applies shall be used and no building or structure shall hereafter be erected, structurally altered, enlarged or maintained on land to which this zone applies, except for one or more of the uses listed in Subsection C(1) below combined with one or more of the uses listed in Subsection C(2) below, up to a maximum of 25,000 square feet of floor space per single user, subject to site plan review and approval.

* * *

(3) Accessory uses. The accessory uses allowed in mixed-use developments shall be those uses and structures customarily accessory and incidental to any permitted principal use or authorized conditional use. Accessory uses shall be screened from public view by walls, fencing, landscaping, or a combination of the three. Wireless facilities, support structures and related equipment as accessory uses shall be subject to Section 112-19.1 above.

* * *

§ 112-38. NP Neighborhood Professional District.

* * *

C. Uses permitted in the NP District. No existing buildings or structures may be used or occupied except in substantial conformity with the below examples:

* * *

(7) As an accessory use only, wireless facilities, support structures and related equipment subject to Section 112-19.1 above.

* * *

§ 112-39. CC Community Commercial District.

* * *

- B. Uses permitted in the CC District. No building or structure may be erected or used and no land may be used or occupied except for one or more of the following principal uses:

* * *

- (26) Accessory uses and buildings, including coin-operated game machines not to exceed a maximum of three, except when located within a commercial recreation use, i.e., bowling alley, then the number of machines may exceed three, provided that no more than 50% of the area and usage of the establishment is devoted to such machines. Wireless facilities, support structures and related equipment as accessory uses shall be subject to Section 112-19.1 above.

* * *

§ 112-39.1. Mixed-use development in CC District (MXU-CC) Special Exception.

* * *

- C. Permitted uses. An MXU-CC special exception shall combine one or more of the uses listed in Subsection C(1) below with one or more of the uses listed in Subsection C(2) below, up to a maximum of 25,000 square feet of floor space per single user, or up to a maximum of 65,000 square feet as permitted by, and under the conditions set forth in, Subsection C(4) below, subject to site plan review and approval.

* * *

- (3) Accessory uses. The accessory uses allowed in mixed-use developments shall be those uses and structures customarily accessory and incidental to any permitted principal use or authorized conditional use. Accessory uses shall be screened from public view by walls, fencing, landscaping, or a combination of the three. Wireless facilities, support structures and related equipment as accessory uses shall be subject to Section 112-19.1 above.

* * *

Section 4. That Part II, Chapter 112, Article VI, Sections 112-45 and 112-50.1 be and are hereby repealed and reenacted with the following amendments:

§ 112-45. I Industrial District.

* * *

- B. Uses permitted in the I District. No building or structure may be erected and no land may be used or occupied except for one or more of the following principal uses:

* * *

(16) As an accessory use only, wireless facilities, support structures and related equipment subject to Section 112-19.1 above.

* * *

§ 112-50.1. Office Park Employment District (OPE).

* * *

- B. Principal permitted uses shall be as follows:

* * *

(16) As an accessory use only, wireless facilities, support structures and related equipment subject to Section 112-19.1 above.

* * *

BE IT ENACTED AND ORDAINED BY THE AUTHORITY AFORESAID, that this Ordinance shall take effect on the 31st day of January, 2022.

Introduced this 12th day of July, 2021.

Re-introduced this 13th day of September, 2021.

Re-introduced this 6th day of December, 2021.

Enacted this 10th day of January, 2022 by a vote of _____ in favor and _____ opposed.

ATTEST:

Pamela Reed, Secretary

Jason Poirier, President of the Town Council

Approved this 10th day of January, 2022.

ATTEST:

Pamela Reed, Secretary

Larry G. Hushour, Mayor

REVIEWED AND APPROVED AS TO LEGAL FORM AND SUFFICIENCY.

This 10th day of January, 2022.

Thomas V. McCarron, Town Attorney

**THE TOWN OF MOUNT AIRY
ORDINANCE NO. 2021-29**

AN ORDINANCE TO AMEND ORDINANCE 2021-6, WHICH ADOPTED AND APPROVED THE BUDGET FOR THE TOWN OF MOUNT AIRY FOR FISCAL YEAR 2021-2022.

FOR THE PURPOSE OF AMENDING THE BUDGET TO ALLOCATE FUNDING PROVIDED BY A STATE OF MARYLAND GRANT FROM THE GOVERNOR'S OFFICE OF CRIME CONTROL & PREVENTION IN THE AMOUNT OF \$42,098.

WHEREAS, the State of Maryland has made Body Worn Camera's mandatory for all law enforcement agencies to utilize, and the program needs to be fully implemented by 2025; and

WHEREAS, a grant was applied for, and awarded, to the Mount Airy Police Department for the direct purchase of body worn camera equipment, software, and a three-year warranty; and

WHEREAS, the Town Council wishes to allocate funding the following way:

1. Body Worn Camera Equipment, Software and Three-Year Warranty: \$42,098
 - a. The amount budgeted increases from \$37,960
 - b. The funding will be coming from a State of Maryland Grant from the Governor's Office of Crime Control & Prevention instead of reserves and general capital revenue

WHEREAS, the Town Council of Mount Airy Adopted Ordinance 2021-6 adopting the Budget for Fiscal Year 2021-2022 for the Town of Mount Airy on May 3, 2021; and

WHEREAS, the Town Council wishes to amend Ordinance 2021-6 as follows:

NOW THEREFORE, BE IT RESOLVED that the Town of Mount Airy Budget for Fiscal Year 2021-2022 be, and hereby is, amended to include the State of Maryland Grant from the Governor's Office of Crime Control & Prevention in the budget to fund the Mount Airy Police Department, Body Worn Camera Program adjusting amounts and funding in the budget as described above; and that all other provisions of Ordinance 2021-6 shall remain unchanged and as is.

INTRODUCED: This 6th day of December 2021

ADOPTED: This 10th day of January, 2022 by a vote of ___ in favor and ___ opposed.

ATTEST:

Pamela Reed, Secretary

Jason Poirier, President of the Council

Approved this 10th day of January, 2022.

ATTEST:

Pamela Reed, Secretary

Larry G. Hushour, Mayor

Reviewed and approved as to legal sufficiency.

This 10th day of January, 2022

Thomas V. McCarron, Town Attorney

Doc: 2021-29_OrdinanceBudgetAmendment_FY2022_MAPDBodyWornCamerasCameras

**THE TOWN OF MOUNT AIRY
ORDINANCE NO. 2022-1**

AN ORDINANCE TO AMEND ORDINANCE 2021-6, WHICH ADOPTED AND APPROVED THE BUDGET FOR THE TOWN OF MOUNT AIRY FOR FISCAL YEAR 2021-2022.

FOR THE PURPOSE OF AMENDING THE BUDGET BY ADDING \$250,000 TO THE WATER & SEWER OPERATING BUDGET TO THE WATER SYSTEM MAINTENANCE AND REPAIR LINE ITEM FOR THE REPLACEMENT OF FAULTY BOLTS IN THE MAIN LINE VALVES WITH FUNDING COMING FROM A WATER & SEWER FUND RESERVE ACCOUNT.

WHEREAS, the original bolts installed in the Twin Arch Business Park main line valves are faulty; and

WHEREAS, the faulty bolts are starting to fail, therefore causing significant water leaks and damage to the infrastructure, resulting in emergency repairs needing to be completed by our public works department; and

WHEREAS, the Town Council wishes to allocate funds for the expense of the replacement of faulty bolts in the water main line valves; and

WHEREAS, the Town Council of Mount Airy Adopted Ordinance 2021-6 adopting the Budget for Fiscal Year 2021-2022 for the Town of Mount Airy on May 3, 2021; and

WHEREAS, the Town Council wishes to amend Ordinance 2021-6 as follows:

NOW THEREFORE, BE IT RESOLVED that the Town of Mount Airy Budget for Fiscal Year 2021-2022 be, and hereby is, amended to add \$250,000 to the Water & Sewer Operating Budget to the Water System Maintenance and Repair line item for the replacement of faulty bolts in the water main line valves in the Twin Arch Business Park with funding coming from a Water & Sewer Fund Reserve Account; and that all other provisions of Ordinance 2021-6 shall remain unchanged and as is.

If so desired, that upon the affirmative vote of four members of the Council, the provisions of C2-13(B) of the Charter of the Town of Mount Airy are hereby suspended and this measure is declared to be an emergency measure effective upon approval.

INTRODUCED: This 3rd day of January 2022

ADOPTED: This ____ day of _____ 2022 by a vote of ____ in favor and ____ opposed.

ATTEST:

Council Secretary

Council President

Approved this _____ day of _____, 2022.

ATTEST:

Council Secretary

Mayor

Reviewed and approved as to legal sufficiency.

This _____ day of _____, 2022

Thomas McCarron, Town Attorney

Doc:2022-1_EmergencyOrdinanceBudgetAmendment_FY2022_TwinArchWaterMainBoltReplacement

Introduced: 1/10/22
Public Hearing: N/A
Adopted: _____
Effective: _____

THE TOWN OF MOUNT AIRY, MARYLAND

ORDINANCE NO. 2022-2

**AN ORDINANCE TO AMEND PART II
OF THE CODE OF THE TOWN OF MOUNT AIRY
ENTITLED “GENERAL LEGISLATION,”
CHAPTER 1 ENTITLED “GENERAL PROVISIONS”,
ARTICLE IV ENTITLED “FEES,” SECTION 1-25
ENTITLED “DEVELOPMENT FEES” FOR THE PURPOSE
OF AMENDING CERTAIN DEVELOPMENT FEES
CHARGED BY THE TOWN TO ACCOUNT
FOR INCREASED COSTS TO THE TOWN**

WHEREAS, pursuant to the Local Government Article of the Maryland Code, Section 5-205(d)(1)(i), a municipality is empowered to “establish and collect reasonable fees and charges . . . for franchises, licenses, or permits granted by the municipality; ; or . . . associated with the exercise of a governmental or proprietary function exercised by a municipality[]”; and

WHEREAS, the Town Council has determined that it is in the best interests of the Town of Mount Airy and its residents to amend the development fee requirements within the corporate limits of the Town; and

WHEREAS, the Town Council has determined that it is necessary to make adjustments to the fees to address inflation in regard to the cost of the materials and services that have increased since the establishment of the current fees in 2007; and

WHEREAS, therefore, the development fees to be charged pursuant to this Ordinance shall be the same or reasonably approximate the costs to the Town of new development in 2022 and will have a rational nexus to any particular new development; and

WHEREAS, the addition of the Mount Airy Police Department, and the Town’s Adequate Public Facilities Ordinance (“APFO”), which defines police protection to be “adequate” so long as the ratio of police personnel to population will not exceed 1,000 people for 1.1 officers (Town Code, Section 25-5F), a ratio that will be exceeded with the approval of any development of any size, warrants the addition of enabling legislation in Chapter 37 (Ordinance 2022-3 introduced and enacted on the same dates as this Ordinance) and the addition of an impact fee in Chapter 1 below; and

WHEREAS, the development fee for police protection established in this ordinance is proportionate to the cost to the Town of employing an additional police officer upon the approval of future development(s) that cumulatively would add enough new residents to the Town to require the additional police officer to maintain adequacy under the Town’s APFO, and is

therefore rationally related to the approval and construction of any such particular new development.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF MOUNT AIRY:

Section 1. That Chapter 1 of the code of the Town of Mount Airy be and is hereby amended to repeal and reenact with amendments Part II, Section 1-25 of the Town Code as follows:

§ 1-25. Development fees.

The following assessments and fees shall be payable to the Town for development of real property:

- A. Capital improvement assessments as authorized in § 48-8 of the Code:
 - (1) Residential (new): ~~\$2,000~~ \$2,200 per unit.
 - (2) Commercial/Industrial (new): ~~\$2,500~~ \$2,700 or ~~\$0.35~~ \$0.38 per square foot, whichever is greater.
 - (3) Conversion of existing building to commercial or industrial use: ~~\$0.25~~ \$0.28 per square foot.

- B. Inspection, testing and review fees as authorized in § 47-9 of the Code:
 - (1) Final site plan inspection (prior to issuance of use and occupancy permit): residential, \$100; commercial/industrial, \$100.
 - (2) Sidewalks, curbs and gutters and driveways (inspection on each as being constructed): residential, \$15 each; commercial/industrial, \$15 each.
 - (3) Water and sewer main installation and testing: residential, \$50; commercial/industrial, \$50.
 - (4) Review of all plans by Town Engineer: residential, ~~\$30~~ \$50 per hour; commercial/industrial, ~~\$30~~ \$50 per hour.

- C. Inspection and acceptance fees as authorized in § 98-28A of the Code. The costs of inspection shall be borne by the developer and shall be part of the public works agreement payable at the rate of 8% of the estimated cost of the improvements.
- D. Sewer hookup fees as authorized by § 91-32 of the Code. The connection charge shall be ~~\$1,700~~ \$1,900, plus the sum of ~~\$2,500~~ \$2,700 to be allocated to sewer expansion and replacement funds for a total of ~~\$4,200~~ \$4,600.
- E. Water connection charges as authorized by § 109-20 of the Code. The connection charge shall be ~~\$1,700~~ \$1,900 per equivalent dwelling unit.
- F. Well exploration and development fee as authorized by § 109-25.1 of the Code. The well exploration and development fee shall be ~~\$1,500~~ \$1,700 per equivalent dwelling unit.
- G. Water benefit charge as authorized by § 109-26 of the Code. The water development charge shall be ~~\$3,000~~ \$3,200 per connection, and the additional water charge for the Mount Airy Volunteer Fire Company shall be ~~\$1,500~~ \$1,700.
- H. Additional charge for improvements, repairs and acquisitions as authorized by § 109-26.1 of the Code. The additional water charge for construction, reconstruction, improvements and repairs of streets and roads shall be ~~\$2,000~~ \$2,200.
- I. Additional charge for capital improvements as authorized by § 109-26.2 of the Code. The additional water charge for construction, reconstruction, improvements and repairs of capital projects shall be ~~\$3,000~~ \$3,200.
- J. Additional charge for park improvements as authorized by § 109-26.3 of the Code. The additional water charge for construction, reconstruction, improvements and repairs of parks shall be ~~\$1,500~~ \$1,700.
- K. Additional Public Safety Benefit Charge as authorized by Section 37-6 of the Town Code. The additional charge for public safety by the Mount Airy Police Department shall be \$1,700.

BE IT ENACTED AND ORDAINED BY THE AUTHORITY AFORESAID, that this Ordinance shall take effect on the _____ day of _____, 2022.

Introduced this 10th day of January, 2022.

Enacted this _____ day of _____, 2022 by a vote of _____ in favor and _____ opposed.

ATTEST:

Pamela Reed, Secretary

Jason Poirier
President of the Town Council

Approved this _____ day of _____, 2022.

ATTEST:

Pamela Reed, Secretary

Larry G. Hushour, Mayor

REVIEWED AND APPROVED AS TO LEGAL FORM AND SUFFICIENCY.

This __ day of _____, 2022.

Thomas V. McCarron, Town Attorney

Introduced: 1/10/22
Public Hearing: N/A
Adopted: _____
Effective: _____

THE TOWN OF MOUNT AIRY, MARYLAND

ORDINANCE NO. 2022-3

**AN ORDINANCE TO AMEND PART II
OF THE CODE OF THE TOWN OF MOUNT AIRY
ENTITLED “GENERAL LEGISLATION”,
CHAPTER 37, ENTITLED “TOWN POLICE,”
BY ENACTING NEW SECTION 37-6 TO BE
ENTITLED “PUBLIC SAFETY BENEFIT CHARGE”**

WHEREAS, pursuant to the Local Government Article of the Maryland Code, Section 5-205(d)(1)(i), a municipality is empowered to “establish and collect reasonable fees and charges . . . for franchises, licenses, or permits granted by the municipality; ; or . . . associated with the exercise of a governmental or proprietary function exercised by a municipality[]”; and

WHEREAS, the Town Council has determined that it is in the best interests of the Town of Mount Airy and its residents to amend the Town Police Chapter (Chapter 37) to include the means to address a public safety development fee requirement within the corporate limits of the Town; and

WHEREAS, the addition of the Mount Airy Police Department, and the Town’s Adequate Public Facilities Ordinance (“APFO”), which defines police protection to be “adequate” so long as the ratio of police personnel to population will not exceed 1,000 people for 1.1 officers (Town Code, Section 25-5F), a ratio that will be exceeded with the approval of any development of any size, warrants the addition of enabling legislation in Chapter 37 (Ordinance 2022-3 introduced and enacted on the same dates as this Ordinance) and the addition of an impact fee in Chapter 1 below; and

WHEREAS, the development fee for police protection established in this ordinance, and in Section 1-25K (Ordinance 2022-2 introduced and enacted on the same dates as this Ordinance), is proportionate to the cost to the Town of employing an additional police officer upon the approval of future development(s) that cumulatively would add enough new residents to the Town to require the additional police officer to maintain adequacy under the Town’s APFO, and is therefore rationally related to the approval and construction of any such particular new development.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF MOUNT AIRY:

Section 1. That Part II, Chapter 37 of the Code of the Town of Mount Airy is hereby amended to enact new Section 37-6 as follows:

§ 37-6. Public Safety Benefit Charge.

A. The following assessments and fees shall be payable to the Town for development of real property:

(1) A public safety impact fee in an amount set forth in Section 1-25 of the Town Code is hereby imposed by the Town of Mount Airy, such charge to be in addition to impact fees provided elsewhere in the Code, and to be dedicated to the development, maintenance, equipment, staffing, capital improvements and expansion of the public safety of the Town of Mount Airy, such charge to be payable at the time that application is made for site plan approval.

(2) The additional public safety charge is hereby imposed, and the charges therefor shall be disbursed to the Mount Airy Policy Department as part of the annual budget process, or such other interval as may be determined by the Mayor of the Town of Mount Airy, in order to address increased demands imposed upon the Department by virtue of continued growth within the Town of Mount Airy.

BE IT ENACTED AND ORDAINED BY THE AUTHORITY AFORESAID, that this Ordinance shall take effect on the _____ day of _____, 2022.

Introduced this 10th day of January, 2022.

Enacted this _____ day of _____, 2022 by a vote of _____ in favor and _____ opposed.

ATTEST:

Pamela Reed, Secretary

Jason Poirier
President of the Town Council

Approved this _____ day of _____, 2022.

ATTEST:

Pamela Reed, Secretary

Larry G. Hushour, Mayor

REVIEWED AND APPROVED AS TO LEGAL FORM AND SUFFICIENCY.
This _____ day of _____, 2022.

Thomas V. McCarron, Town Attorney

**TOWN OF MOUNT AIRY
TOWN COUNCIL POLICY NO. 7
CONCERNING DISCLOSURE OF CONTACTS
BY COUNCILMEMBERS WITH INTERESTED PARTIES**

POLICY STATEMENT

Trust in Decision Making of the Council

Applicants, objectors and members of the community must have trust in Councilmembers' ability to make decisions free of influence or the perception of undue or improper influence.

Contacts with Interested Parties Normal and Necessary . . .

Contact with "Interested Parties" as defined below can be a normal and necessary function of the role of a Councilmember. Simply attending or participating in nonpublic meetings related to issues that a covered individual may subsequently vote on or recommend an action to the responsible governing Town body is not in and of itself a violation of the Town's Ethics Ordinance, contained in Chapter 13 of the Code.

. . . but Perceptions of Bias, Influence and Appearance of Conflict Should be Avoided Where Possible

However, the nature, frequency and nondisclosure of that contact can sometimes lead to allegations or perceptions of bias, influence, or even worse corruption, being made towards Councilmembers, and may create the appearance of conflicts of interest, even when a Councilmember does not personally achieve any financial or other gain.

Even the Appearance of Conflict can Undermine Public Trust in Decision Making

A violation of the Ethics Code including a finding of a conflict of interest by a covered individual usually consists of (1) an action that is prohibited by Chapter 13 (2) which in some fashion results in personal gain to the covered individual or others. That said, although a particular action may not constitute an ethics violation, it may give the appearance of a conflict of interest, which can undermine public confidence in decisions made by the Town Council. Sometimes, Councilmembers faced with the appearance of conflict of interest should consider recusing themselves during deliberations and voting on the issue. Recusal includes publicly announcing that you do or may have a conflict of interest. In addition, recusal includes stating the nature of the possible conflict and physically removing oneself during deliberations and vote. But at a minimum, Contacts with Interested Parties should be disclosed to other Councilmembers and the public. Councilmembers should make every possible effort to avoid even the appearance of a conflict of interest. Therefore, under this Policy, when there is doubt about whether to report a Contact, the Councilmember should err on the side of disclosure.

Disclosure and Transparency of Contacts with Interested Party Will Greatly Enhance Public Trust and Will Benefit Councilmembers as a Result

Transparency will reduce opportunities for negative perceptions to be raised about a Councilmember's motives or actions in taking positions and voting on business before the Council. Disclosure of "Contacts" with "Interested Parties" should therefore be viewed as a benefit to each Councilmember, and to the Council and Town as a whole.

The Benefits of this Policy

This policy sets standards for how Councilmembers interact with Interested Parties, as defined herein, and mandates that Contacts (again as defined below) with Interested Parties be disclosed

and made public. This Policy promotes transparent government and enhances public trust, lessens perceptions of wrongdoing, bias or undue influence, and reduces the likelihood that decisions will be challenged or questioned by the public. This policy will enhance transparency and help reduce the likelihood that members of the public conclude that Councilmembers may have a conflict of interest, a bias or improper and undue influence over matters that may come before or are in front of the Council.

The Policy

The Town of Mount Airy aims to provide the highest standards of transparency and openness, by requiring all Councilmembers to promptly report to the Town Clerk, who shall maintain and make publicly available a log, register, list, database, diary or other record, any “Contact”, as defined below, they have with “Interested Parties” as defined below, and also by requiring a Councilmember having such Contacts to verbally disclose such before or during debate or discussion on the relevant item of business and before any vote thereon.

APPLICATION

This Policy applies to all “Contacts” as defined below.

This Policy requires the reporting of such Contacts to the Town Clerk, regardless of whether the business of the Interested Party with the Town actually comes before the Town Council for discussion, debate or a vote, and the recording and maintenance of such Contacts, which shall be made publicly available in a list, register, log, database, diary or other similar record by the Town Clerk on the Town’s website and/or on request (without a formal request needing to be made under the process or procedures of the Maryland Public Information Act). This Policy is not intended to impose an undue burden or introduce significant complication on the process of disclosure and recordkeeping of Contacts, but rather to efficiently report Contacts to the Town Clerk, and to have an easy system of collecting and maintaining them by the Clerk for access by the public, thereby serving the overall interest of transparency. Reporting and recordkeeping as to such Contacts can be as simple as emails from Councilpersons having Contacts to the Town Clerk, who then collects and maintains the emails in a folder or notebook.

The Policy also requires the verbal disclosure by any Councilmember having such Contacts before or during discussion or debate in any open, public meeting of the Council where in the Interested Party’s business before the Town which was any subject matter of the Contact is the subject, and before any vote taken by the Council thereon.

The information that must be reported and maintained by the Town Clerk and the disclosure in an open public meeting of the Town Council concerning such Contacts shall include at a minimum the date, list of attendees or participants and each attendee’s or participant’s affiliation, and a summary of the discussions or communications.

When there is doubt about whether a Contact may or may not be with an Interested Party and/or whether the communication is of a type to constitute a “Contact” of the type that should be disclosed, a Councilmember should err in favor of disclosure in the manner set forth in this Policy.

Importantly, compliance with this Policy alone does not obviate the need for Councilmembers to comply with all other relevant provisions of the Charter, the Ethics Chapter of the Town Code and other applicable law.

DEFINITIONS

Contact: Means any written, electronic or verbal communication or conversation, taking place outside or separate from an open public meeting of the Council, between a Councilmember and an Interested Party, as defined below, related to the Interested Party’s business before the Town, regardless of whether the business of the Interested Party with the Town actually comes before the Town Council for discussion, debate or a vote or whether it is foreseen, planned, solicited or reciprocated, and includes but is not limited to the following methods of communication – telephone, electronic mail (e-mail), short message service (SMS), multimedia messaging service (MMS), facsimile, web-based networking platform, written mail, face to face and the like.

Interested Party: Means an individual, body corporate, company or entity seeking to develop, establish a material new use for, or materially change the use of real property in the Town, to include developers and property owners interested in developing their properties and/or establishing a material new use or materially changing the use of their properties, persons or entities that are regularly involved in the making of relevant planning applications in connection with the residential or commercial development of land, and includes any consultant, lobbyist, attorney, advisor, agent, representative or person closely associated with an Interested Party and who is appointed to promote or advocate for the Interested Party's interests or proposals before the Town or any of its commissions. By way of example only, "Interested Parties" include those advocating for proposed legislation, approval of development plans, or issuance of permits, such as zoning or building permits, that would advance an Interested Party's development, proposed new use or change in use of real property in the Town. By "material" or "materially" in relation to a new use or change of use, it is meant that the new use or change of use could affect a change in terms of impacts to surrounding areas and the Town.

Effective: 1/10/22

TOWN OF MOUNT AIRY

TOWN COUNCIL RESOLUTION NO. 2022-1

A RESOLUTION OF THE COUNCIL OF THE TOWN OF MOUNT AIRY TO ADOPT POLICY NO. 7 CONCERNING DISCLOSURE OF CONTACTS WITH “INTERESTED PARTIES”

WHEREAS, pursuant to the Town Charter, Section C2-9, “[t]he Council shall determine its own rules and order of business[]”; and

WHEREAS, the Council from time to time has adopted Policies for the Council and its members in the transaction of the Council’s business, which prior to the adoption of this resolution has been entitled Policy Nos. 1 - 6; and

WHEREAS, the Council has determined it to be necessary and desirable, in the interest of transparent governance, to promote public confidence in decision making, and to avoid the appearance of a conflict of interest, to adopt a policy relating to disclosure of contacts by Councilmembers with “Interested Parties”, as defined in the Policy attached hereto as Exhibit A, outside of a public meeting of the Council related to an Interested Party’s business before the Council or the Town (hereinafter “Contacts”); and

WHEREAS, the Council adopts herein Town Council Policy No. 7, attached hereto as Exhibit A, a policy requiring the prompt disclosure of such Contacts to the Town Clerk, and the keeping of a list, log, register, database, diary or other record, which shall be made publicly available, containing certain information related to such Contacts as set forth in Exhibit A hereto, which the Town Clerk shall maintain, and the verbal disclosure of such Contacts before or during discussion or debate by the Council, and before a vote related to the business of an Interested Party.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN, this 10th day of January, 2022, effective immediately, that the disclosure policy attached hereto as Exhibit A related to disclosure of Contacts by Councilmembers with Interested Parties ben and is hereby **ADOPTED..**

ADOPTED:

This 10th day of January, 2022 by a vote of _____in favor and _____opposed

ATTEST:

Pamela Reed, Secretary

Jason Poirier, Council President

Approved as to form and
legal sufficiency this 10th day
of January, 2022:

Thomas V. McCarron
Town Attorney

January 5, 2022

Barney Quinn

City of Mount Airy
110 S. Main Street
Mount Airy, MD 21771

RE: Initial Work Authorization
Mount Airy - Flat Iron Concept Study

Dear Mr Quinn:

We are happy that we have been contacted by you and your team regarding study of the property associated to the **Mount Airy - Flat Iron Building** and as with Cecily Bedwell in our office. We understand that the Town is looking at the options for the property, and our team will develop a concept plan for overall layout and conceptual pricing for each of the three potential options.

The following is intended to serve as basis for scope for the study and upon review and negotiation we can execute a formal agreement.

Hopefully anticipating a favorable response, I remain.

Sincerely,

**Matthew T. Herbert, AIA, NCARB, LEED AP
Principal**

Cc: File

_____ Date _____
Mr. Barney Quinn

PROJECT PROPOSAL

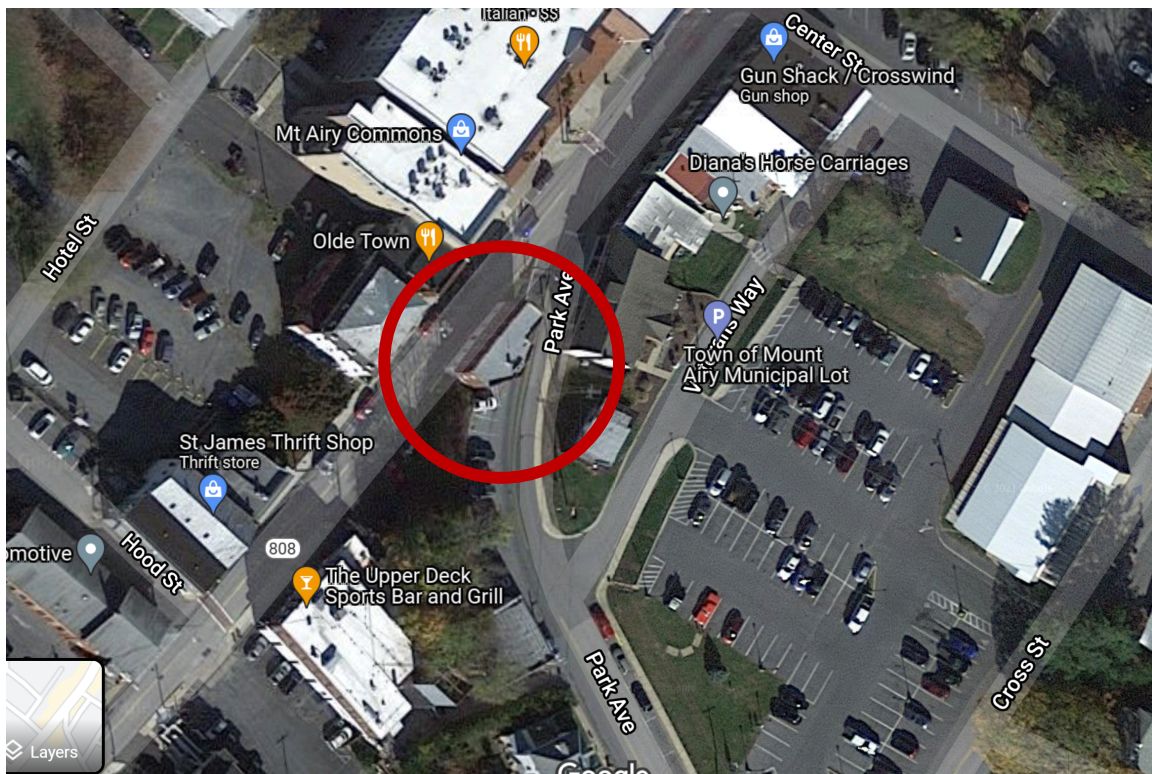
A. CONCEPT DEVELOPMENT

Mount Airy - Flat Iron Concept Study

Town of Mount Airy
January 5, 2022

Project understanding:

The design team will work with the Town/Owner to develop a narrative and concept plans for three options for the Flat Iron Building site on Main Street in Mount Airy. The Town requested one option showing Park Avenue remaining open to one-way traffic; other options include closing Park Avenue and rebuilding a “medium-sized” building or closing Park Avenue and creating an open space but no new building. There is currently general community support for removing/replacing Flat Iron and the Town has performed an interim community survey which will be shared with Design Collective.



Design team will look at three options as part of the concept and pricing study:

1. Close Park Avenue and rebuild a “medium-sized” building (similar to Design Collective’s preferred plan in the final Vision report, as shown below). Building program and size will be determined in concept design.

Mount Airy - Flat Iron Concept Study

Town of Mount Airy
January 5, 2022



2. Relocate or reconstruct the Existing Building (moving 40+’) with new foundation and ground floor, keeping Park Avenue open to one-way traffic; Design would address the site condition and plan for new location and address existing site.
3. Close Park Avenue and creating an open space but no new building.

Deliverables:

- Concept plan for each of three (3) options, with conceptual building floor plans
- 3-D Model shots / Renderings for each of three (3) options
- Narrative for building materiality and systems for each of three (3) options
- Final report inclusive of the above and cost estimate in single PDF document.

III.	Project Team	
	Principal in Charge	Matthew Herbert
	Project Architect	Fiver Soraruf
	Landscape Architect	Brian Reetz
	Planner	Cecily Bedwell

IV.	<u>Schedule</u>	<u>3 months</u>
	Kick off meeting	First week of February
	Develop the three concept plans	6 weeks
	Progress meeting	meet the week of 2/21

Mount Airy - Flat Iron Concept Study

Town of Mount Airy
January 5, 2022

Progress meeting	meet the week of 3/7
Progress meeting	meet the week of 3/21
Submit for estimating	4/1
Draft report to city for review and comment	4/1
Estimating	3 weeks
Submit final report with estimate	April 29th

V. Compensation

A. BASE FEE

Design Collective Inc. proposes to perform the above stated scope as broken down below:

Design Collective Architecture	\$24,000
Design Collective Landscape	\$8,500
<u>Renderings (3 total)</u>	<u>\$7,500</u>
Total fees	\$40,000

Optional Service:

Cost Estimate per Option: \$5,800 (Total for 3 Options: \$17,400) - allowance NTE

(To note, if Cost Estimating is not selected as a consultant service, cost estimating will be provided by Town Engineer with in-scope support by Design Collective alone (no subconsultant support)).

B. EXCLUSIONS

- Structural assessment for moving building would have to be done by moving specialist - no structural assessment included. Design Collective will use previous study and perform walk-through of building and advise if conditions observed warrant structural engineer to perform study.
- Detailed survey if record drawings are not provided and/or are not accurate.
- Civil engineering and utility location has been excluded. Recommend based on study, engaging GLW to review area and advise on potential utility and site issues.
- Additional design phases. No addition design or documentation is included to proceed to permit submission as part of this scope.
- LEED evaluation for existing structures is excluded.
- The A/E will not be responsible for the discovery, handling, or removal of hazardous materials. The NA will provide the A/E with any information it may have regarding the presence and location of any such materials. This proposal assumes the most efficient method to accomplish the survey, measuring and documentation, which is to provide it as a continuous effort over several days. Therefore, we have assumed that all asbestos abatement in areas that the A/E will be required to survey will be removed or be in a safe condition prior to the time of the survey to avoid possible exposure to the A/E's team members.
- MEP design is not included.

Mount Airy - Flat Iron Concept Study

Town of Mount Airy

January 5, 2022

C. REIMBURSABLE EXPENSES

Reimbursable expenses will include printing and reprographic services, delivery, courier and shipping services, architectural materials and supplies for presentations, photographs, renderings, travel expenses, parking and mileage. Reimbursable expenses are in addition to the contract amount and will be billed on a monthly basis at 1.1 final costs.

**DESIGN COLLECTIVE, INC.
STANDARD CONTRACT TERMS AND CONDITIONS**

1. DUTIES AND STANDARD OF CARE:

Design Collective, Inc., the "Architect," agrees to provide those professional services, including architectural design and construction documents as well as consultations as agreed to in the scope of services. Additional services may be performed if requested, subject to an agreed-upon revision in the scope of services and authorized additional compensation. Services will be performed in accordance with generally accepted principles of architectural practice and in a manner consistent with the level of professional care and skill ordinarily exercised by members of the architectural profession for similar projects. No other warranty, expressed or implied, is made. The other party to this agreement will be termed "Client" and will have various duties and responsibilities as outlined in the Contract. Client shall communicate these standard contract terms and conditions to each and every third party to whom the Client transmits any part of the Architect's plans and/or specifications.

2. EARLY BID DOCUMENTS/FAST TRACK PROJECTS

When the Client requests submission of early bid documents, it is acknowledge that the Architect's drawings are issued to contractors for pricing or bid purposes in advance of full completion of construction documents by the Architect. The Client agrees to hold the Architect harmless from additional construction costs arising from subsequent revisions, addenda, and corrections to the architectural drawings, made in order so as to conform same to the final drawings.

3. HIDDEN CONDITIONS

The Instruments of Service are based on observable conditions. A condition is hidden if it is concealed by existing finishes or cannot be investigated by reasonable visual observation. In the event Architect, in the performance of the services, uncovers a hidden condition, Architect shall not be responsible for costs associated with repairing, restoring, removing or otherwise correcting said condition. Architect shall have no responsibility for hidden conditions or any subsequent damage to persons or property related to any hidden conditions.

4. CONSTRUCTION COST ESTIMATES:

Since the Architect has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable construction cost are made on the basis of his experience and qualifications. These opinions when rendered, represent his best judgment as a design professional familiar with the construction industry, and are not to be construed as a guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost rendered by him. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator

5. OWNERSHIP AND REUSE OF DOCUMENTS:

It is acknowledged that the architectural plans and specifications are instruments of professional service and the Architect shall retain copies of drawings for the project. The Drawings and Specifications shall not be used by the Owner on other projects. The Owner does not have the right to use or modify the Drawings and Specifications to complete this Project with another architect without further permission from or further compensation to Design Collective. If the

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Owner so elects to use or modify the contract documents with the permission of and appropriate compensation to Design Collective, the Owner hereby agrees to indemnify and hold harmless Design Collective from and against liability for any and all claims, losses, damages and expenses arising from or associated with this use.

6. **INVOICE PAYMENTS:**

The Architect will submit invoices to the Client monthly and a final bill upon completion of services. Invoices will show charges on the basis of services performed during the preceding month. A separate invoice will show reimbursable expenses due. Unless disputed in writing by Owner, payment is due upon presentation of invoice and is past due thirty days from invoice date.

Unless disputed in writing by owner, failure of Owner to make payments to Architect in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for Architect to either suspend or terminate services.

A carrying charge of ten percent (10%) per annum, compounded monthly, will be assessed against all past due invoices. Unless disputed in writing by Owner, if payment of services is not made within forty-five (45) days of the receipt of an invoice, the Architect may withhold or withdraw documents from the Owner or appropriate governmental authorities or withhold cooperation necessary to acquire building permits. It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this agreement, the prevailing party, whether Client or Architect, is entitled to legal costs, including reasonable attorney's fees.

7. **TERMINATION OF AGREEMENT:**

The obligation to provide further services under this agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the either party to perform in accordance with the terms of this agreement through no fault of the terminating party. Unless disputed in writing by the Owner, the Architect shall be compensated by the Client for all services performed and Reimbursable Expenses incurred up to and including the termination date.

8. **PROJECT SUSPENSION OR ABANDONMENT:**

If the project is suspended or abandoned in whole or in part through no fault of the Architect, the Architect shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with any reimbursable expenses then due.

9. **SEVERABILITY:**

In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect and binding upon the parties hereto. The terms of paragraphs 4 and 5 shall survive termination of this agreement.

10. **INSURANCE/LIABILITY LIMITATION:**

The Architect represents that it and its agents, employees and consultants employed by it, is and are protected by workman's compensation insurance, and the Architect has such coverage under public liability and property damage insurance policies to protect itself from claims arising from work performed under this agreement. Also, the Architect represents that it maintains professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent error, omission or act from which the insured is legally liable. Certificates in evidence of policies of insurance will be provided to the Client upon

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request. The Architect shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance, not including consultants. Limitations on liability provided in the Agreement are business understandings between the parties and shall apply to all theories of liability, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. No employee or agent of the Architect shall have any individual professional liability in addition to, or in excess of, the Architects liability under these standard contract terms and conditions. Damages recoverable from the Architect, in the case of omissions, shall be limited to the direct extra cost to the client of necessary corrective work. Recovery for any consequential damages, for delay, impact, interference or inefficiency is expressly waived.

11. MEDIA ACKNOWLEDGEMENT:

The Owner hereby grants authorization to Design Collective, Inc. or its agent to photograph both the interior and the exterior of the project, as applicable, at a mutually agreed upon time; however, agreement may not be unreasonably withheld so as to eventually prevent the project from being photographed.

12. CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL:

The Parties hereby agree to submit to the jurisdiction of the State of Maryland for the purposes of all legal proceedings arising out of or relating to this agreement and/or the transactions contemplated hereby. Each of the Parties hereby waives any right it may have to a jury trial in any suit, action or proceeding existing under or relating to the Agreement.

13. LEED SERVICES:

The Architect shall perform a LEED certification viability analysis, or its equivalent, by the completion of the Schematic Design Phase of the Project. The analysis shall recommend an appropriate rating system and determine the viability of certification and certification level based upon program and scope of construction. LEED documentation services, or its equivalent, shall be an additional service. As the Architect, Design Collective, Inc. does not warrant, guarantee or represent that this Project will ultimately obtain LEED Certification at any level.

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ATTACHMENT A - STANDARD HOURLY RATES

If any services are requested to be performed on an hourly basis, they shall be performed at the following rates.

Senior Principal	\$275.00
Principal	\$235.00
Associate Principal	\$215.00
Senior Associate	\$190.00
Associate	\$160.00
Designer III	\$145.00
Designer II	\$120.00
Designer I	\$105.00
Administrative	\$75.00

TOWN ADMINISTRATOR REPORT
January 2022

1-General Administration – The Town Staff has been working diligently to pick-up the slack for any/all personnel shortages. Department budget preparations have begun and are due back to the accounting department by the end of the month.

2-Town Facilities - The Town Engineer has suggested that consideration be given to direct ARPA funding toward the repair of the collapsed culvert along the new Rails-to-Trails line since it qualifies. A design will be prepared and sent to MDE for review. If approved, it will allow the Town to address this issue while waiting to hear about its Brownfields funding request.

3-Planning and Zoning – The Planning and Zoning Department has been short-handed for the past couple of weeks. However, efforts have been made to keep projects moving forward as evidenced by the items on the upcoming agenda.

4-Community Development – The Department is preparing to conduct interviews with potential candidates for the part-time Communications Specialist position.