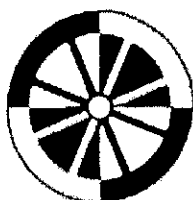


The Town of New Market



1793

Town Council Meeting Agenda
40 South Alley
Thursday, August 12, 2021
General Session: 7:00 PM

ADMINISTRATIVE BUSINESS

- Approval of Minutes: July 8, 2021, and June 17, 2021, Workshop minutes

CONTINUED BUSINESS – Maintenance

- Repair/Removal of the chimney at 40 South Alley – Councilmen Kimble and Wright
- Cost of weed control for Main Street – Councilman Kimble

NEW BUSINESS

- Fighter 5k Run – Mayor Burhans
- Fall Community Bulk Trash Collection – Mayor Burhans
- Consideration of HDC/ARC Liaison – Mayor Burhans
- Linganore High School Homecoming Parade (September 25) – Councilman Rossman
- September "Go Purple" National Recovery Month – Councilman Rossman
- Landscaping - Main Street – Councilman Kimble
- Skateboard Park – Councilman Weatherly
- 4-way stop sign at E. Wainscot and Cider Press Circle/Orchard Spring Way and 4-way stop sign at Old New Market Road and E. Wainscot Drive – Councilman Weatherly
- ARPA Fund Expenditures – Jean LaPadula

LIAISON REPORTS

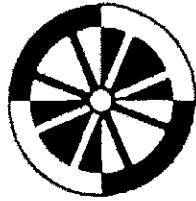
Join Zoom Meeting - <https://us02web.zoom.us/j/4792483833>

Meeting ID: 479 248 3833

One tap mobile +13017158592,,4792483833# US (Washington DC)

Agenda Subject to revision

The Town of New Market



1793

Town Council Workshop Minutes

Thursday, June 17, 2021, 6:00 p.m.

Attendees: Mayor Winslow Burhans, Councilman Dennis Kimble, Councilman Matthew Chance, Councilman Shane Rossman, Councilman Michael Wright, Councilman Chris Weatherly, Pat Faux, Town Planner and Zoning Administrator, Chris Goettge, The Faux Group, Steve Pippin, Chair, NMCP, Jean LaPadula, Grants Manager, Main Street Manager

Purpose:

Discuss and approve the Sustainable Community Designation and Five Year Action Plan renewal draft and priorities that could potentially be funded with Community Legacy and Strategic Demolition grant money.

Sustainable Area Plan Renewal:

Pat Faux explained the purpose of the renewal: it is required to maintain New Market's Sustainable Community designation, qualifying the town to apply for Community Legacy and Strategic Demolition grants. This is a five year plan with action plans including strategies for accomplishing five year goals in prescribed categories of housing, economic development, environment, transportation, quality of life, and local land use. All of the council members had already provided their input with the exception of Councilman Chance who did so at the workshop. Councilman Wright moved to authorize the Mayor to sign the renewal package after the Town Planner, Pat Faux completes the package and sends a final draft to the Mayor and Town Council for final review via email. The motion was seconded by Councilman Chance. All in favor, none against, no abstentions.

Facade Improvement Program (Community Legacy Grant):

Jean LaPadula stated that the New Market Civic Partnership was requesting the Town apply for a Community Legacy grant for \$75,000 in facade improvement program funding. Councilman Rossman moved to authorize Jean LaPadula to apply for a Community Legacy grant in the amount of \$75,000 for the facade improvement program. Seconded by Councilman Wright. Vote was unanimous: all in favor (Rossman, Wright, Kimble, and Weatherly), none against, no abstentions.

Planter Boxes, Light Poles, Curb Painting, and Hash Marks:

Jean LaPadula stated that one of the priority items submitted by the New Market Civic Partnership was the appearance and safety of the planter boxes on Main Street. They are currently planted with liriopse and daffodils, but unfortunately, are also very full of weeds. In addition, the unfinished landscaping timbers are cracking and out of character with the other architectural elements of the town. Discussion included staining the boxes or resurfacing. Councilman Rossman said that he wanted a wider, non-slip surface for pedestrians to step onto. Jean LaPadula suggested painting the light poles the same color as the fixtures to reduce visual clutter and so that they cannot be seen at night. Councilman Rossman said that that color was chosen by the HDC and it was very important to them that the poles were white like the previous poles. He voiced his concern regarding maintenance of the poles and did not want to have to paint them regularly. Councilman Wright moved to authorize Jean LaPadula to apply for a Community Legacy grant for resurfacing of the planter boxes, replanting of the boxes, painting the poles, hash marks, and painting the curbs. She was instructed to send the specifics to the Council via email for approval before submission of the grant application. Seconded by Councilman Kimble. Vote was unanimous (Weatherly, Wright, Kimble, and Rossman).

Parking:

Jean LaPadula presented a concept plan showing additional parking using a permeable TrueGrid paving product that would not require SWM infrastructure and provide 80-120 parking spaces behind the fire station. Jean requested authorization to attempt to negotiate a Memorandum of Understanding with the NMVFD that would specify terms for entering into a long-term lease for general parking with lines, lighting, landscaping, scarification of the area on the west side of the property near Hahn Trucking, and signage in exchange for said

improvements. Councilman Wright moved to authorize Jean LaPadula to attempt to negotiate a Memorandum of Understanding with NMVFD for general parking in exchange for grant funded improvements. Councilman

Page 3

Weatherly seconded. Council members Weatherly, Wright, and Kimble voted in favor of the motion. Councilman Rossman was against stating that he didn't think the NMVFD would be willing to enter into an agreement for use of the parking lot.

Events Barn:

Mayor Burhans discussed the possibility of constructing an event barn at the community park. In addition to indoor events space, it would provide public restrooms at the park. There is a utility easement through the middle of the tennis courts, so it would have to be located on the current basketball courts. The Town successfully applied for a grant to resurface the basketball court. Jean LaPadula stated that she needed to let the state know as soon as possible if the Council wanted to move the basketball courts to the tennis courts so that the location can be updated prior to the MD DPW review. Councilman Rossman moved to relocate the location of the basketball courts/rehab project to the tennis courts. Councilman Wright seconded. Jean LaPadula reminded the council that moving the location may cost a little extra and the Town would be responsible for the additional expense because the tennis courts are slightly larger. Vote was unanimous. All in favor (Wright, Weatherly, Kimble, and Rossman), none against, no abstentions.



Roofing, Gutters,
Windows, Siding.

Professional Quality
you CAN count on!



SERVICE CONTRACT

Date: 8/8/2021

Owner: Town of New Market
Address: 40 South Alley
New Market, Md 21774

Job Name: Same
Job Address: Same

Remove Existing Chimney

- Remove existing Chimney down to flat brick pad and haul away debris.
- Frame exterior wall.
- Frame Interior Wall
- Install White vinyl siding.
- Install fascia board on removed chimney area.
- Install rubber roof patch on area of removed chimney.
- Install Drywall, trim and paint on Interior of removed chimney.
- Pour Concrete pad on base of flat brick pad

FOR THE SUM OF \$13,500.00 If accepted, initial here. _____

Bid #1

TERMS AND CONDITIONS

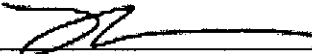
This service contract is a binding agreement between Maryland Quality Exteriors LLC, and the party to which this contract is made out. Owner or owners agree to the following terms:

1. A deposit of 1/3 may be required prior to the start of any work.
Total: \$ 13,500 ; Deposit: \$ 4,500 ; Balance: \$ 9,000 (DUE UPON COMPLETION)
2. All work performed by Maryland Quality Exteriors, will include a 5 (Five) year workmanship warranty unless stated differently on service contract, at which time that warranty will be issued upon completion of work and all balances are paid in full. NOTE: The warranty will not be valid until all balances are paid in full. Owner agrees to contact Maryland Quality Exteriors, IN WRITING within 72 hours from the time any problems occur. In the event the problem is unrelated and not covered under warranty, owner agrees to pay for any service charges that may apply. Unless stated, there is no written or expressed warranty on repair work.
3. Maryland Quality Exteriors will also issue, all manufactures warranties of materials used on the Job, to the homeowner upon completion of work and all Balances are paid in full.
4. Maryland Quality Exteriors will not be responsible nor liable for any damages that may occur to drywall (i.e. nail pops, splits, cracks, peeling paint, etc.), items hanging from walls or ceilings, antennas or satellite dishes as a result of work being performed by Maryland Quality Exteriors, sub-contractors or from materials being delivered to job site by suppliers. Maryland Quality Exteriors will not be liable for damage to wood decking on exposed soffits caused by penetrating roofing nails. In cases where a ridge vent is installed and cutting of the roof deck is necessary, owner agrees to remove or protect all contents in attic/storage space prior to work being started; Maryland Quality Exteriors will not be responsible or liable for any damage to such contents. Skylight flashings, unless stated differently on service contract, shall be reused. Maryland Quality Exteriors will make every attempt to reseal the existing skylight and bring it to a watertight condition. Maryland Quality Exteriors will not be responsible, or liable for any damage or damages to the building or contents as a result of water leaks from skylights. Owner is responsible for any interior work associated with skylight replacements. (i.e....drywall, painting)
5. In the event Maryland Quality Exteriors finds any unforeseen extras to the contract, such as deteriorated roof decking, additional layers of roofing etc., such replacements must be made and the owner or owners agree to pay the going rate for such work. Every effort will be made to notify owner prior to such work Rates to include labor, material and any/all overhead involved.
6. Maryland Quality Exteriors will make every attempt to clean all related debris from worksite. In the event damages occur as a result of such debris (i.e.. nail in tire, personal injury, damage to exposed air conditioning units, etc...) owner or owners agree not to hold Maryland Quality Exteriors liable.
7. Owner or owners agree to pay balance in full upon completion of work performed. Owner or owners shall pay 1.5% interest per month (18% annually) on any unpaid balance over 30 days. In the event Maryland Quality Exteriors needs to obtain an attorney to collect said moneys owed, owner or owners shall pay reasonable attorney's fees and costs incurred by Maryland Quality Exteriors to collect balance owed.

If Maryland Quality Exteriors receives signed contract and deposit within ten (10) days of estimate date the following dates shall apply: [WEATHER PERMITTING ONLY]

Approximate start date: _____ Approximate completion date: _____

Maryland Quality Exteriors, LLC.
MD - MHIC # 136413

By:  8/8/2021
Kevin Caudell. Date

NOTICE TO BUYER: Do not sign this contract if blank. You are entitled to a readable copy of this contract at the time you sign it. All home improvement contractors and sub-contractors must be licensed by the Maryland Home Improvement Commission. If you have any questions, contact the Maryland Home Improvement Commission at 501 Saint Paul Place, Baltimore, Maryland 21201 (410-333-6309).

This contract covers and supersedes all conversations, statements and agreements, expressed or implied, between the parties, their agents or representatives.

Owner/Buyer Date

Owner/Buyer Date

NOTICE OF CANCELLATION: OWNER/BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION. CANCELLATION MUST BE IN WRITING.

CANCELLATION WAIVER: I/We waive my/our right to cancel this contract within three business days of dated transaction for the purpose of starting contracted work prior to the cancellation period.

Owner/Buyer DATE



Roofing, Gutters,
Windows, Siding.

Professional Quality
you CAN count on!



SERVICE CONTRACT

Date: 8/8/2021

Owner: Town of New Market
Address: 40 South Alley
New Market, Md 21774

Job Name: Same
Job Address: Same

Remove Existing Chimney (Saving Interior Brick if Possible)

- Remove existing Chimney down to flat brick pad and haul away debris.
- Frame exterior wall.
- Install White vinyl siding.
- Install fascia board on removed chimney area.
- Install rubber roof patch on area of removed chimney.
- Install Drywall, trim and paint on coves in fireplace knock outs.
- Pour Concrete pad on base of flat brick pad

FOR THE SUM OF \$12,000.00 If accepted, initial here. _____

Bid # 2

TERMS AND CONDITIONS

This service contract is a binding agreement between Maryland Quality Exteriors LLC, and the party to which this contract is made out. Owner or owners agree to the following terms:

1. A deposit of 1/3 may be required prior to the start of any work.

Total: \$ 12,000 ; Deposit: \$ 4,000 ; Balance: \$ 8,000 (DUE UPON COMPLETION)

2. All work performed by Maryland Quality Exteriors, will include a 5 (Five) year workmanship warranty unless stated differently on service contract, at which time that warranty will be issued upon completion of work and all balances are paid in full. NOTE: The warranty will not be valid until all balances are paid in full. Owner agrees to contact Maryland Quality Exteriors, IN WRITING within 72 hours from the time any problems occur. In the event the problem is unrelated and not covered under warranty, owner agrees to pay for any service charges that may apply. Unless stated, there is no written or expressed warranty on repair work.

3. Maryland Quality Exteriors will also issue, all manufactures warranties of materials used on the job, to the homeowner upon completion of work and all Balances are paid in full.

4. Maryland Quality Exteriors will not be responsible nor liable for any damages that may occur to drywall (i.e. nail pops, splits, cracks, peeling paint, etc.), items hanging from walls or ceilings, antennas or satellite dishes as a result of work being performed by Maryland Quality Exteriors, sub-contractors or from materials being delivered to job site by suppliers. Maryland Quality Exteriors will not be liable for damage to wood decking on exposed soffits caused by penetrating roofing nails. In cases where a ridge vent is installed and cutting of the roof deck is necessary, owner agrees to remove or protect all contents in attic/storage space prior to work being started; Maryland Quality Exteriors will not be responsible or liable for any damage to such contents. Skylight flashings, unless stated differently on service contract, shall be reused. Maryland Quality Exteriors will make every attempt to reseal the existing skylight and bring it to a watertight condition. Maryland Quality Exteriors will not be responsible, or liable for any damage or damages to the building or contents as a result of water leaks from skylights. Owner is responsible for any interior work associated with skylight replacements. (i.e....drywall, painting)

5. In the event Maryland Quality Exteriors finds any unforeseen extras to the contract, such as deteriorated roof decking, additional layers of roofing etc., such replacements must be made and the owner or owners agree to pay the going rate for such work. Every effort will be made to notify owner prior to such work Rates to include labor, material and any/all overhead involved.

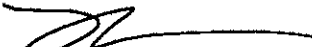
6. Maryland Quality Exteriors will make every attempt to clean all related debris from worksite. In the event damages occur as a result of such debris (i.e., nail in tire, personal injury, damage to exposed air conditioning units, etc...) owner or owners agree not to hold Maryland Quality Exteriors liable.

7. Owner or owners agree to pay balance in full upon completion of work performed. Owner or owners shall pay 1.5% interest per month (18% annually) on any unpaid balance over 30 days. In the event Maryland Quality Exteriors needs to obtain an attorney to collect said moneys owed, owner or owners shall pay reasonable attorney’s fees and costs incurred by Maryland Quality Exteriors to collect balance owed.

If Maryland Quality Exteriors receives signed contract and deposit within ten (10) days of estimate date the following dates shall apply: **[WEATHER PERMITTING ONLY]**

Approximate start date: _____ Approximate completion date: _____

Maryland Quality Exteriors, L.L.C.
MD - MHIC # 136413

By:  8/8/2021
Kevin Caudell. Date

NOTICE TO BUYER: Do not sign this contract if blank. You are entitled to a readable copy of this contract at the time you sign it. All home improvement contractors and sub-contractors must be licensed by the Maryland Home Improvement Commission. If you have any questions, contact the Maryland Home Improvement Commission at 501 Saint Paul Place, Baltimore, Maryland 21201 (410-333-6309).
This contract covers and supersedes all conversations, statements and agreements, expressed or implied, between the parties, their agents or representatives.

~~Owner/Buyer~~ ~~Date~~ ~~Owner/Buyer~~ ~~Date~~

NOTICE OF CANCELLATION: OWNER/BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION. CANCELLATION MUST BE IN WRITING.

CANCELLATION WAIVER: I/We waive my/our right to cancel this contract within three business days of dated transaction for the purpose of starting contracted work prior to the cancellation period.

Owner/Buyer DATE

Frederick Landscaping Inc
9702B McKinstry Mill Rd
New Windsor, MD 21776 US
(301) 865-5656
office@fredericklandscaping.net



Estimate

ADDRESS

Town of New Market
39 W Main St
New Market, MD 21774

ESTIMATE # 2041

DATE 07/10/2021

EXPIRATION DATE 08/10/2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Herbicide Application Apply herbicide to brick sidewalks on main street. New Market MD. Price per monthly application.	1	425.00	425.00
	Grounds Maintenance Installment Apply weed control to turf along side walk easement located off on Issac Russell street New Market MD. Price per application	1	125.00	125.00

Attention Dennis Kimmel

TOTAL

\$550.00

Accepted By

Accepted Date

All credit card payments are subject to 3% surcharge.
1.5% monthly charge on all past due invoices.
Please see attachment for terms and Warranty information.
Thank you



TERMS AND CONDITONS

This agreement between parties sets the conditions and terms. All prior agreements, warranties, oral discussions, or representations by either party are nullified by this agreement.

All work will be done to current industry standards.

Hardscape Warranty: 3-year workmanship and material warranty on all hardscapes. 1 Year warranty on lighting and fixtures.

Landscape Warranty: All trees and shrubs have a one-year warranty from date of install. Perennials are guaranteed until November of the year installed. 80% germination guaranteed with seed, when soil temperature is above 52 degrees. Repairs and or replacement will be performed one time. Warranty work will be performed according to Frederick landscaping scheduling. Warranty will be voided by acts of God, owner misuse, deer/ animal damage, lack of water / drought. All warranty plants must be in original planting hole and inspected by company representative. No warranty on all transplanted material. Only accounts in good standing qualify for warranty.

All plant material is subject to availability.

Frederick Landscaping lists the following exclusions: exporting excess soil materials, rock excavation, extra excavation due to un suitable soil conditions, Settlement within 5 feet of structures, test pitting, locating of private utilities, silt fence, tree protection fence, stake out including locating of property lines and or providing property survey, as built drawing, concrete and asphalt replacement. All H.O.A requirements.

All credit card payments are subject to a 3% surcharge.

Any invoices over 30 days may be subject to a 3% late fee.

A deposit of 1/3 the total amount is required to book all jobs. Balance is due upon significant completion (buyer has use of the product or final inspection is granted by local code).

Customer Signature:

Date:

9702 B McKinstry Mill Rd
New Windsor,
MD 21776

PHONE/FAX 301.865.5656
EMAIL office@fredericklandscaping.net
WEB SITE fredericklandscaping.net

**National Recovery Month
Proclamation**

WHEREAS, recovery from mental and substance use disorders, including co-occurring disorders is an essential part of health and one's overall wellness; and,

WHEREAS, treatment and recovery services for mental and substance use disorders and co-occurring disorders is effective, and people can and do recover in our area and around the nation; and,

WHEREAS, addressing and overcoming mental and substance use disorders and co-occurring disorders is essential to achieving healthy lifestyles, both physically and emotionally; and,

WHEREAS, we must encourage relatives and friends of people with mental and substance use disorders and co-occurring disorders to implement preventive measures, recognize signs of a problem, and encourage those in need of help to seek appropriate treatment and recovery support services by:

Calling 911 for medical emergencies;
By calling 211 to start the recovery process;
Get Narcan training; and,
Encourage your community to get "Purple Certified".

NOW, Therefore, I Winslow Burhans III, by virtue of the authority vested in the laws of New Market, MD, do hereby proclaim the month of September 2021, as

National Recovery Month

In New Market, MD; and call upon the people (like residents better) of New Market to observe this month by joining with other municipalities in Frederick County by GOING PURPLE and illuminating their homes and businesses in purple.

Winslow Burhans III
Mayor, Town of New Market
Date: _____



Welcome to the 3rd Annual Frederick County Goes Purple (FCGP) (Post-Covid-19 Version)!

Unfortunately, due to Covid-19 pressures the Opioid death rate increased to its highest level yet in Fred. Co.

This is more important than ever. Last year was very important. All 12 Frederick County Municipalities with many city and county buildings were decorated; All 22 Frederick County Middle and High Schools participated; Many businesses, churches and non-profits “went purple”; Thousands of shirts and bracelets were worn; Thousands of postcards and posters were hung; Many large banners went up all around the county; “Purple Prepared” training has gone virtual.

What is FCGP? A grassroots call to action to unify our Frederick County community to reduce substance-related deaths and overdoses, now, due to Covid-19, at their highest level ever. This massive community-wide observance takes place during **National Recovery Month** in September with ongoing training throughout the year, demonstrating that Frederick County supports those in active addiction, recovery, and their loved ones; offers hope and resources; and invests in the future of its youth through prevention education. This is a Crossed Bridges initiative (www.crossedbridges.com).

Why “Go Purple”? “**National Recovery Month**” in September is associated with the color purple. The entire community is encouraged to “go purple” by obtaining training, bringing awareness and understanding of substance use disorders, celebrating those living in recovery and honoring first responders.

How Can One Participate?

There are three ways for individuals, families, community-based organizations, schools and businesses to get involved: First, most importantly, schedule “Purple Certified” training for your company or organization to receive a “Purple Certified” certificate. Second, decorate, display banners, distribute brochures, obtain merchandise, promote FCGP messages on social media and sponsor merchandise purchases. Third, volunteer during the month of September to help spread the word electronically.

What Events Will Take Place During National Recovery Month? There will be a kickoff on August 31 at 5:00pm @ the Carroll Creek Linear Park near the library. We will also work closely with the Great Frederick Fair and “In the Streets”. There will be several memorials displayed around Frederick County.

What is the Benefit of “Purple Certified” training? You will receive a “Purple Certified” certificate. Your employees are trained to “lean-in” to safely and intelligently care for friends, family members and co-workers who are in addiction or recovery.

How Can I Obtain More Information and Merchandise? For more information on Frederick County Goes Purple or other ways you can get involved, visit our website at www.FrederickCountyGoesPurple.com or send an email to FrederickCountyGoesPurple@gmail.com.

7/24/21

Frederick County Goes Purple Sponsorship Form

Business Sponsor:

Contact Name:

Contact Email:

Contact Phone:

(Select Sponsor Level)

Triple - Platinum Co-Branding Level: \$15,000+ (Co-branding means your logo on the banner with FCGP)

- Large Logo prominently displayed on the official banner, website and all correspondence and emails.
- Logo on FCGP t-shirts
- 15 FCGP banners to hang at your office or other locations we will identify together.
- 45 FCGP t-shirts.
- FCGP wristbands (100)

Double - Platinum Co-Branding Level: \$10,000+ (Co-branding means your logo on the banner with FCGP)

- Medium Logo displayed on the official banner and website.
- Logo on FCGP t-shirts
- 10 FCGP banners to hang at your office or other locations we will identify together.
- 30 FCGP t-shirts.
- FCGP wristbands (75)

Platinum Co-Branding Level: \$5,000+ (Co-branding means your logo on the banner with FCGP)

- Medium Logo displayed on the official banner and website.
- Logo on FCGP t-shirts
- 5 FCGP banners to hang at your office or other locations we will identify together.
- 15 FCGP t-shirts.
- FCGP wristbands (50)

Gold Co-Branding Level: \$2,500 or more

- Small Logo displayed on the official banner and website.
- Logo on FCGP t-shirts
- 3 FCGP banners to hang at your office or other locations we will identify together.
- 10 FCGP t-shirts.
- FCGP wristbands (25)

Silver Co-Branding Level: \$1,000 or more

- Small Logo displayed on the official banner and website.
- Logo on FCGP t-shirts
- 1 FCGP banners to hang at your office or other locations
- 7 FCGP t-shirts.
- FCGP wristbands (15)

Bronze Level: \$500 or more

- Logo displayed on website and name on the official banner
- 2 FCGP t-shirts and FCGP wristbands (5)

Purple Level: \$250 or more

- Name on website and name on the official banner
- 2 FCGP t-shirts and FCGP wristbands (3)

Complete and email the Sponsorship Form with your business logo to: FrederickCountyGoesPurple@gmail.com.

PayPal payments can be made by visiting www.FrederickCountyGoesPurple.com and clicking on sponsorships.

Sponsorship Forms and check payments can also be emailed to Crossed Bridges, P.O. Box 1305, Frederick, MD 21702. Make checks payable to "Crossed Bridges". In the memo field, indicate "Frederick County Goes Purple" or "FCGP".

How Your Sponsorship Is Being Allocated:

<u>Sponsorship</u>	<u>Totals</u>	<u>Approx Quantities</u>
<i>Triple-Platinum</i>	<i>15,000.00</i>	
Operating Expenses	3,000.00	1
t-shirts	6,000.00	800
hats	2,250.00	150
wristbands	750.00	3260
banner 48X72	3,000.00	54.54545455
<i>Double-Platinum</i>	<i>10,000.00</i>	
Operating Expenses	2,000.00	1
t-shirts	4,000.00	500
hats	1,500.00	100
wristbands	500.00	2083
banner 48X72	2,000.00	36.36363636
<i>Platinum</i>	<i>5,000.00</i>	
Operating Expenses	1,000.00	1
t-shirts	2,000.00	190.4761905
hats	750.00	50
wristbands	250.00	1000
banner 48X72	1,000.00	18.18181818
<i>Gold</i>	<i>2,500.00</i>	
Operating Expenses	500.00	1
t-shirts	1,000.00	83.33333333
hats	375.00	25
wristbands	125.00	390
banner 48X72	500.00	9.090909091

Silver	1,000.00	
Operating Expenses	200.00	1
t-shirts	400.00	30.76923077
hats	150.00	10
wristbands	50.00	102
banner 48X72	200.00	3.636363636
Bronze	500.00	
Operating Expenses	100.00	1
wristbands	300.00	1200
banner 24X48	100.00	4
Purple	250.00	
Operating Expenses	50.00	1
wristbands	150.00	576
banner 24X48	50.00	2



Karen Durbin, Town Clerk
39 W Main Street
PO Box 27
New Market, MD 21774

Grounds Maintenance contract for 2019 season.

Provide the following:

- Mowing and trimming every 7 days at locations list in bid specs. Starting April 1, 2019 and concluding on October 31, 2019 clean up and remove trash. Blow off all clippings. Cost: \$11,583.00.
- Mowing and trimming every 14 days at locations list in bid specs. Starting April 1, 2019 and concluding on October 31, 2019 clean up and remove trash. Blow off all clippings. Cost: \$4785.00.
- Maintain existing streetscape flowerbeds every 14 days remove leaves and trash. Remove and or control all weeds and undesirable growth. Cost: \$992.00
- Monthly (7) Massanelle park and Royal Oak Dr. Perform all work as stated in bid specs. Cost: \$771.00
- Certificate of insurance: On file.

Total cost for these services would be \$18,131.00, payable in 7 equal installments of \$2,590.14 per month.

Payment would be due by the 10th of the month. Commencing on April 1, 2019.


Terms: a service charge of 1.5% will be assessed to accounts 30 days past the invoice date.

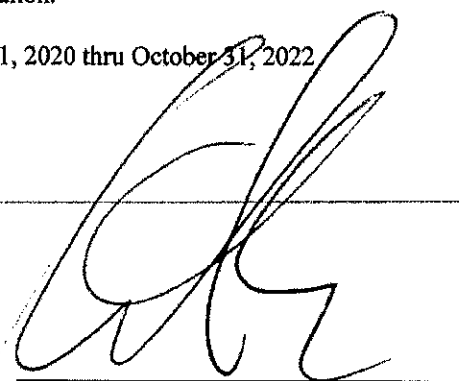
A fuel surcharge may incur with gas prices above \$3.99 per gallon.

Seasonal break down for above work. Commencing on April 1, 2020 thru October 31, 2022

- 1.) 2020 Season Cost \$18,131.00
- 2.) 2021 Season Cost \$19,037.55
- 3.) 2022 Season Cost \$19,037.55

Total cost of contract: \$74,337.10

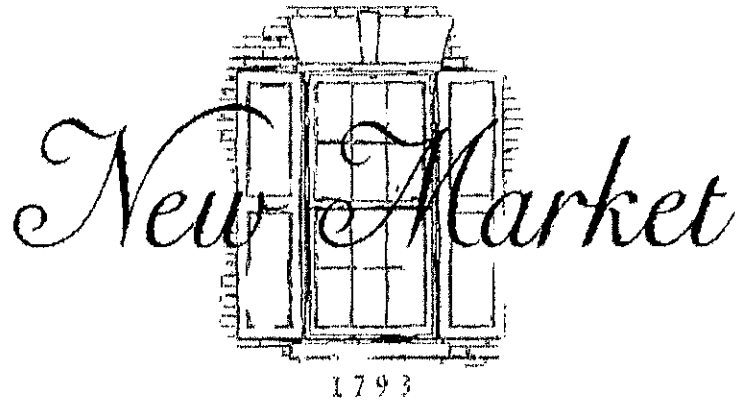
*

Jacob Morrow, Frederick Landscaping


Customer Signature

**Frederick
Landscaping Inc.**

9702 B McKinstry Mill Rd
New Windsor,
MD 21776

PHONE/FAX 301.865.5656
EMAIL office@fredericklandscaping.net
WEB SITE fredericklandscaping.net



AGREEMENT

This agreement entered into on this 7th day of March 2019, by and between Frederick Landscaping, Inc. (hereafter Frederick Landscaping) and the Town of New Market, a municipal corporation of the State of Maryland (hereafter The Town), witnesseth:

Explanatory Statement

The Town previously requested bids for mowing of the Town properties for the period of April 1, 2019 – October 31, 2022

Frederick Landscaping submitted a bid, which the Town has found to be in proper form.

The parties desire to enter into this Agreement to confirm the award of the bid and to otherwise set forth their respective rights and obligations.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

-
1. The Town hereby confirms the award of the bid to Frederick Landscaping for the Mowing of Town properties for the period April 1, 2019 – October 31, 2022.
 2. Mowing shall be performed per the bid specifications and the attached schedule. In the event of a rainy forecast, Frederick Landscaping will make adjustments to their mowing schedule to ensure that the town receives service.

3. In the event of any dispute between the parties concerning the terms and conditions of the bid as submitted by Frederick Landscaping any ambiguities in Frederick Landscaping bid shall be resolved in favor of the Town.
4. The obligations and undertakings of Frederick Landscaping as set forth in its bid documents may not be assigned in whole or in part without prior written approval of the Mayor and Council of the Town of New Market.

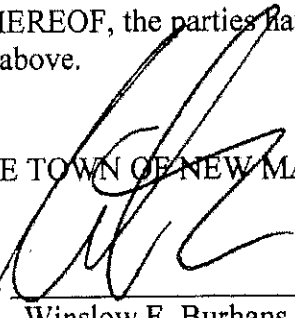
Hold Harmless Agreement:

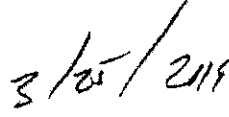
Frederick Landscaping, Inc. shall protect, hold free and harmless, defend and indemnify the Town of New Market, including its officers, agents and employees, free from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorneys fees, resulting from injury to, or death of, any person or damage to property of any kind, which work under this Contract. This agreement shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, including acts or omissions of Frederick Landscaping agents, employees, subcontractors or suppliers. Frederick Landscaping also shall hold the Town of New Market harmless from any and all claims or liens for labor, services, or materials furnished to Frederick Landscaping in connection with the performance of Frederick Landscaping obligation under this contract. This agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or sole willful misconduct of the Town of New Market, its officers, agents and employees.

Frederick Landscaping agrees to provide a certificate of insurance, in the amount of \$1,000,000.00 naming The Town of New Market as an additional insured of the provider.

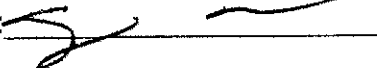
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

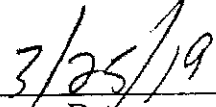
THE TOWN OF NEW MARKET

By: 
Winslow F. Burhans III, Mayor


Date

Frederick Landscaping, Inc.

By: 


Date

PUBLIC NOTICE

The Town of New Market is requesting bid proposals for the mowing of Town Property for the 2019-2022 seasons.

Specifications may be obtained from the Town Office, 39 W. Main Street, P.O. Box 27, New Market, MD 21774, (301) 865-5544 during the regular office hours of 9:00 A.M. – 4:00 P.M., Monday through Thursday; 11:00 – 5:00 p.m. on Friday.

Proposals will be received at the Town Hall, 39 W. Main Street, P.O. Box 27, New Market, MD 21774 by 4:00 PM on Thursday, March 14, 2019 and will be opened at 7:00 P.M. on March 14, 2019. **Sealed proposals shall be clearly marked, "Mowing Proposal". You must include the original proposal, plus six (6) copies.** The Town Council has the right to waive any information and to accept or reject any or all bid proposals in the best interest of the Town.

Karen Durbin
Town Clerk

Instructions

PLEASE NOTE: WORDS TYPED IN CAPS SHOULD BE PRINTED IN CAPS.

Publish one (1) time.

Date of Publication: **Sunday, March 2, 2019**

Please bill: Town of New Market
PO Box 27
New Market, MD 21774

Please notify me via email that you have received this request –
Karentownofnewmarket@gmail.com

If you have any questions, contact me at 301.865.5544. Thank you.

TOWN OF NEW MARKET

Specifications for Mowing & Trim of Town's Grassy Areas

[To include mowing, trim and clean up of litter]

I **Period of Performance:**

April 1, 2019 - October 31, 2022, excluding the 5-month "No growth season" from November 1st to April 1st.

II **Frequency of mowing and areas to be mowed:**

A. Every seven (7) days:

1. The Community Park area (Attachment #1 – Parcel P3810).
2. Street side of the sidewalk west of 162 W. Main St. to the post office on the South side of Rt. 144 and one pass along the other side of the side walk.
3. Royal Oak Drive median: (from Rt. 144 down to Ross Court – Attachment #2). Keep speed bump sign clear of over growth.
4. Around the Town fire pond, both inside the fence and between the fence and North Alley next to the pond (Attachment #3).
5. Town Hall property, 39 W. Main Street: mowing & trim the rear and front (Attachment #3). Keep weeds and growth off of the air-conditioning units and the building, and the fence line on east side of town property and remove all debris.
6. Messanelle Park: (Between 21 W. Main St. and 25 W. Main Street) (Attachment #3).
7. Town property: 40 South Alley and adjoining lot (Attachment #3)

Please note: Areas #1&2 are very wet and need appropriate equipment.

B. Every fourteen (14) days:

1. Lot behind the park located between 8th and 9th alley (see Attachment #1 – Parcel 3802 & 3803).
2. Lot next to the Post Office (see Attachment #2 – Parcel 3735)
3. The margins of North Alley from the Elementary school to old New Market Road. (Rt. 874).
4. ~~South Alley from Federal St. to Bye Alley @ the sewer plant.~~
5. Lots 3 & 4, Sponsellers Addition (between 137 W. Main and 143 W. Main) (Attachment #4).
6. The area around the town sign located at the South end of Eighth Alley just off the cul-de-sac (attachment #5).
7. Mow around the signs that are at the west end of town and the east end of town.
8. Mow along Rt. 144 near the Storm Water Management pond at the

- East end of town. (Attachment #5).
9. Maintain existing Streetscape Flowerbeds, remove leaves/trash, remove all weeds and undesirable growth.

C. To be performed monthly:

1. Messanelle Park:
 - Remove leaves, trash, etc.
 - Rake ground cover.
 - Remove all weeds and undesirable growth.
 - Maintain flowerbeds.
2. Royal Oak Drive:
 - Maintain bushes/trees from sign for speed bump

III **Insurance requirements:**

All bids shall be accompanied by either a certificate of insurance or a statement of intent to obtain the same showing Commercial General Liability insurance for premises and Operations covering bodily injury and property damage with limits of at least \$1,000,000 each occurrence; and Workman's Compensation Insurance as required by State of Maryland. If awarded the contract, the awardee must furnish to the Town, if not previously included with the bid, said certificate of insurance on or before April 1, 2019. Failure to comply shall nullify any agreement for mowing services.

Hold Harmless Agreement: to indemnify and hold harmless the Town of New Market, its public officials, officers, agents, employees, volunteers, and assigns from liability or property damage associated with the contract. Provide a certificate of insurance, which names the Town of New Market and its agents as an additional insured of the provider.

IV **General:**

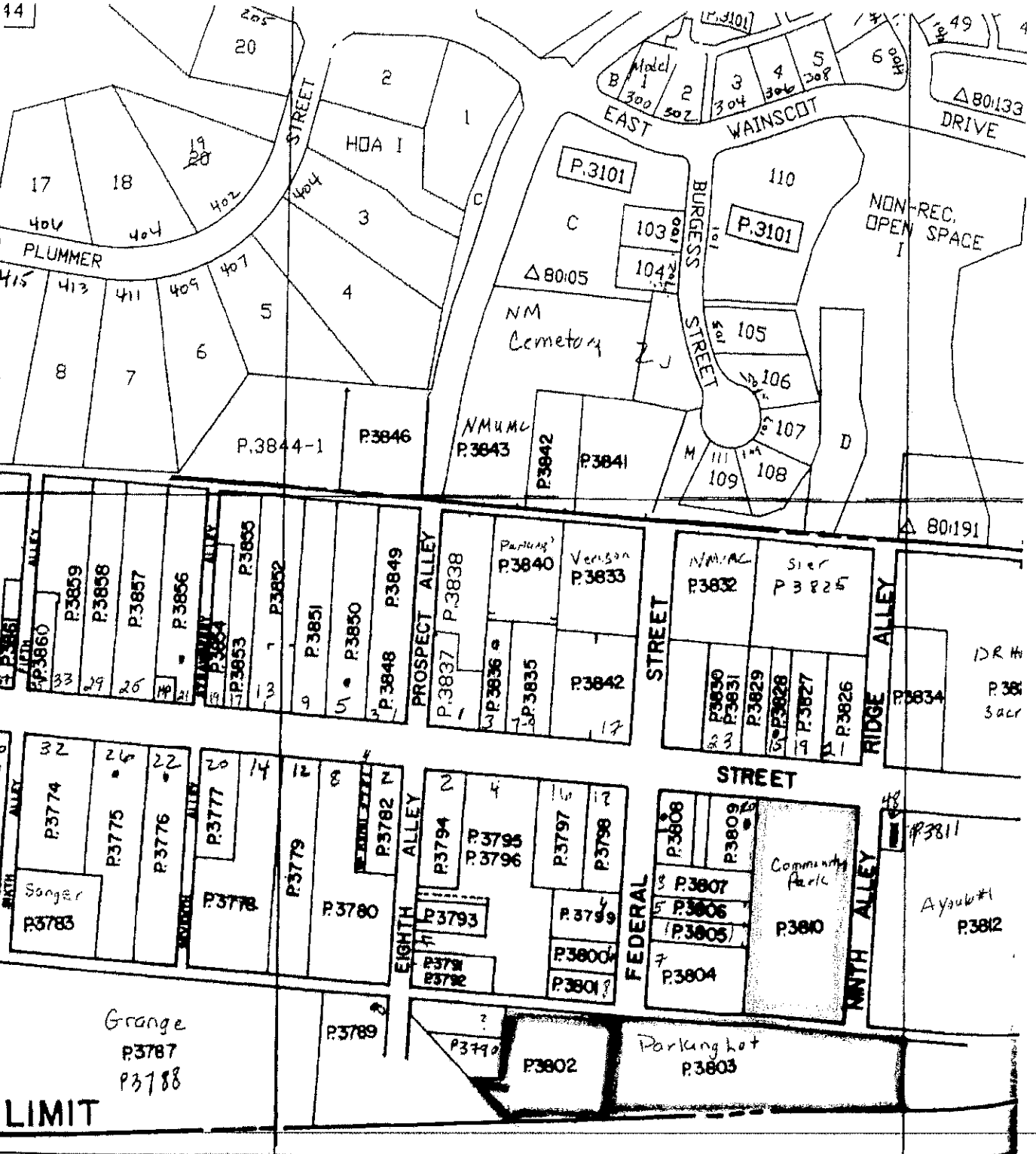
1. Separate prices should be quoted for each of the two operations specified in Section II A, and B, and C above.
2. Billing of the Town should be monthly. All bills will list operations and dates.
3. The Town Council reserves the right to waive any informality and to accept or reject any or all bid proposals in the best interest of the Town.

V. **Deadline:**

Proposals will be received at the Town Hall until 4:00 PM on Thursday, March 14, 2019 and will be opened at 7:00 P.M. on Thursday, March 14, 2019.

Sealed proposals shall be clearly marked, "MOWING BID". You must include the original proposal, plus six (6) copies.

Karen Durbin, Town Clerk
39 W. Main Street, PO Box 27
New Market MD 21774



ANNING

PROPERTY LINE
 SUBDIVISION BOUNDARY
 TOWN BOUNDARY
 PRIVATE ROAD
 STREAM LINE

Continuing Ownership - **Z** **W** **Z** **≡** **Z**

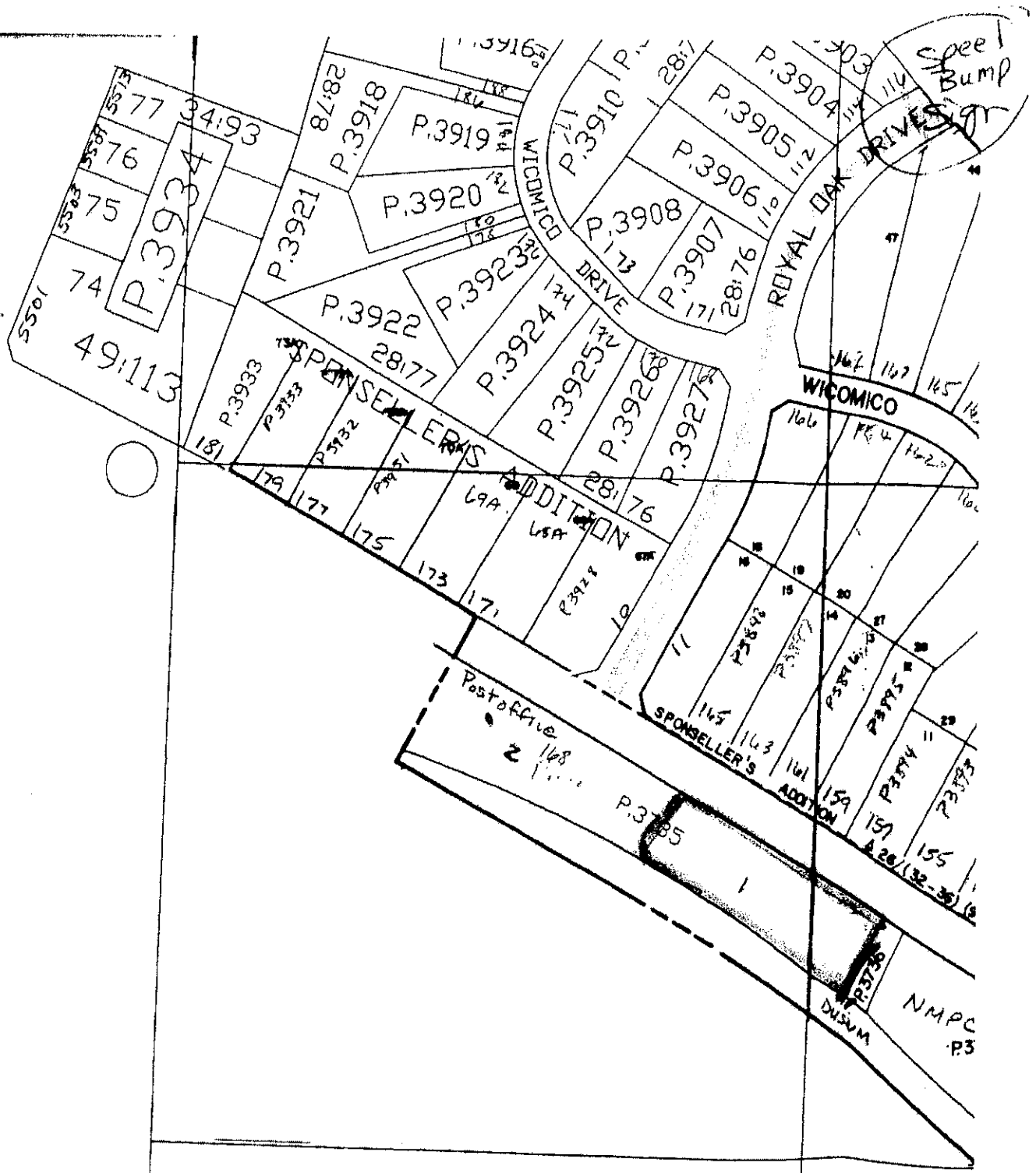
PARCEL NUMBERING - P.# (ASSIGNED TO IDENTIFY OWNERSHIP, MUST BE PRECEDED BY A MAP NUM)

SCALE 1"=200' (RF 1:2400)



LIBER	LAST P. NO.	QUARTER-QUADRANGLE	DATE OF PHOTO	SHA GT

Attachment #1



Attachment #2

MARYLAND DEPARTMENT OF PLANNING
PROPERTY MAPPING SECTION

COMPILED BY:
PROPERTY LI
SUBDIVISION
TOWN BOUND
PRIVATE ROAD
STREAM LANE

The information shown on this map has been compiled from deed descriptions and plat and is not an actual survey. It should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning, Property Mapping Section, Room 1101, 301 W. Preston St., Baltimore, MD 21201-2305.

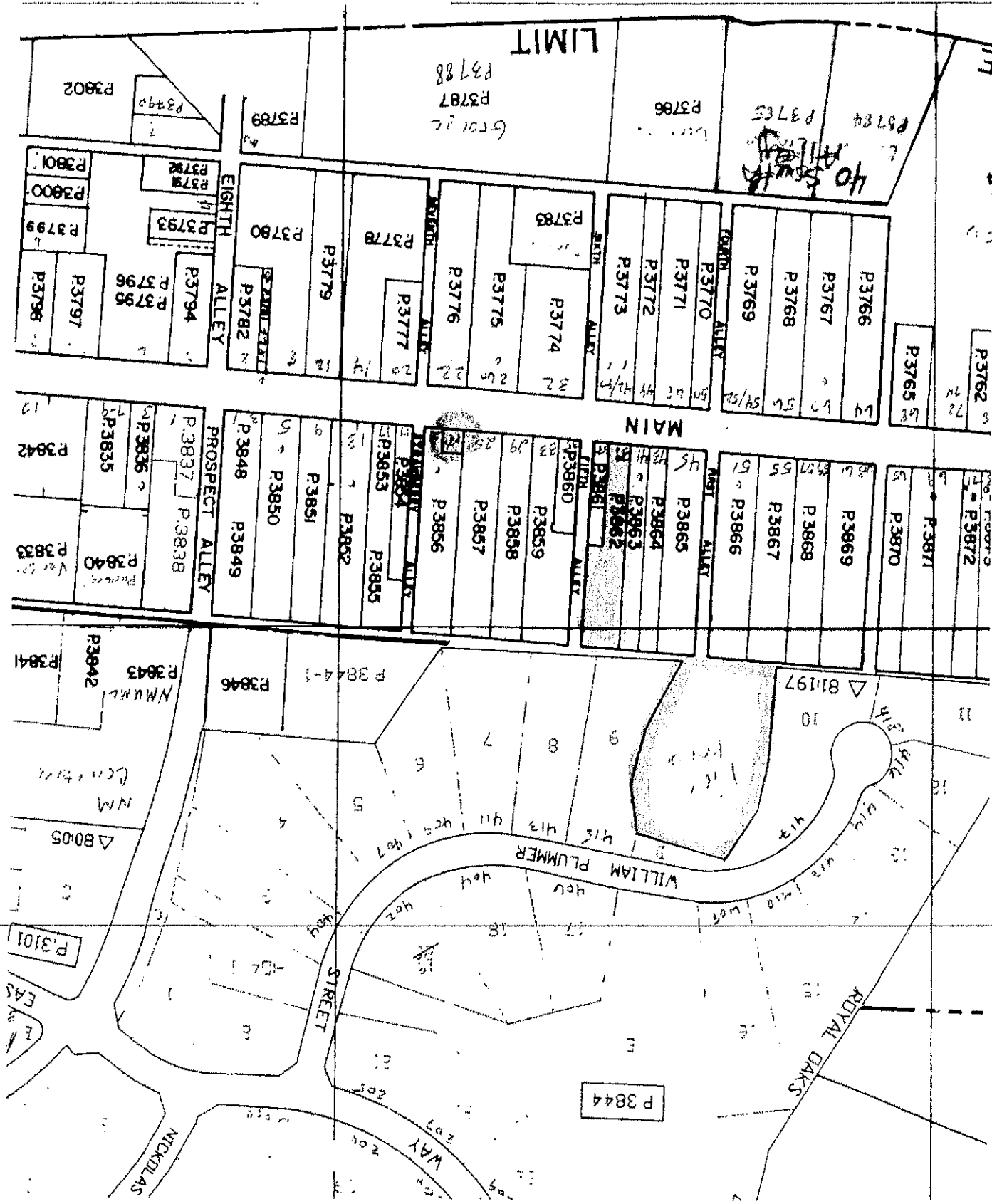
DATE: _____

BY: _____

SCALE 1

SHA GRID

Attachment #3



LIMIT

40 SOUTH

MAIN

EIGHTH ALLEY

PROSPECT ALLEY

WILLIAM PLUMMER

ROYAL OAKS

STREET

NICKOLAS

WAY

P 3844

P3802

P3789

P3780

P3779

P3778

P3777

P3776

P3775

P3774

P3773

P3772

P3771

P3770

P3801

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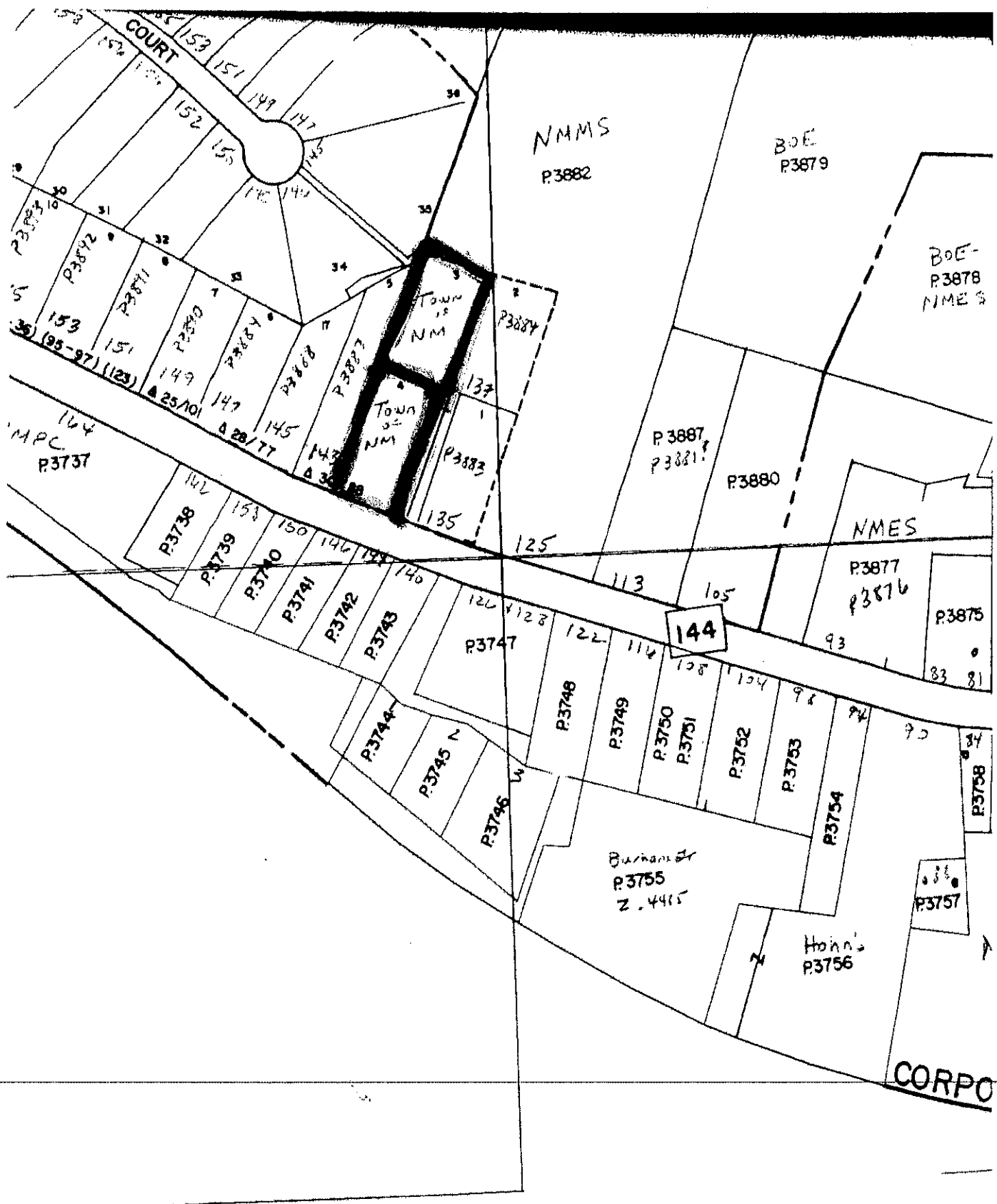
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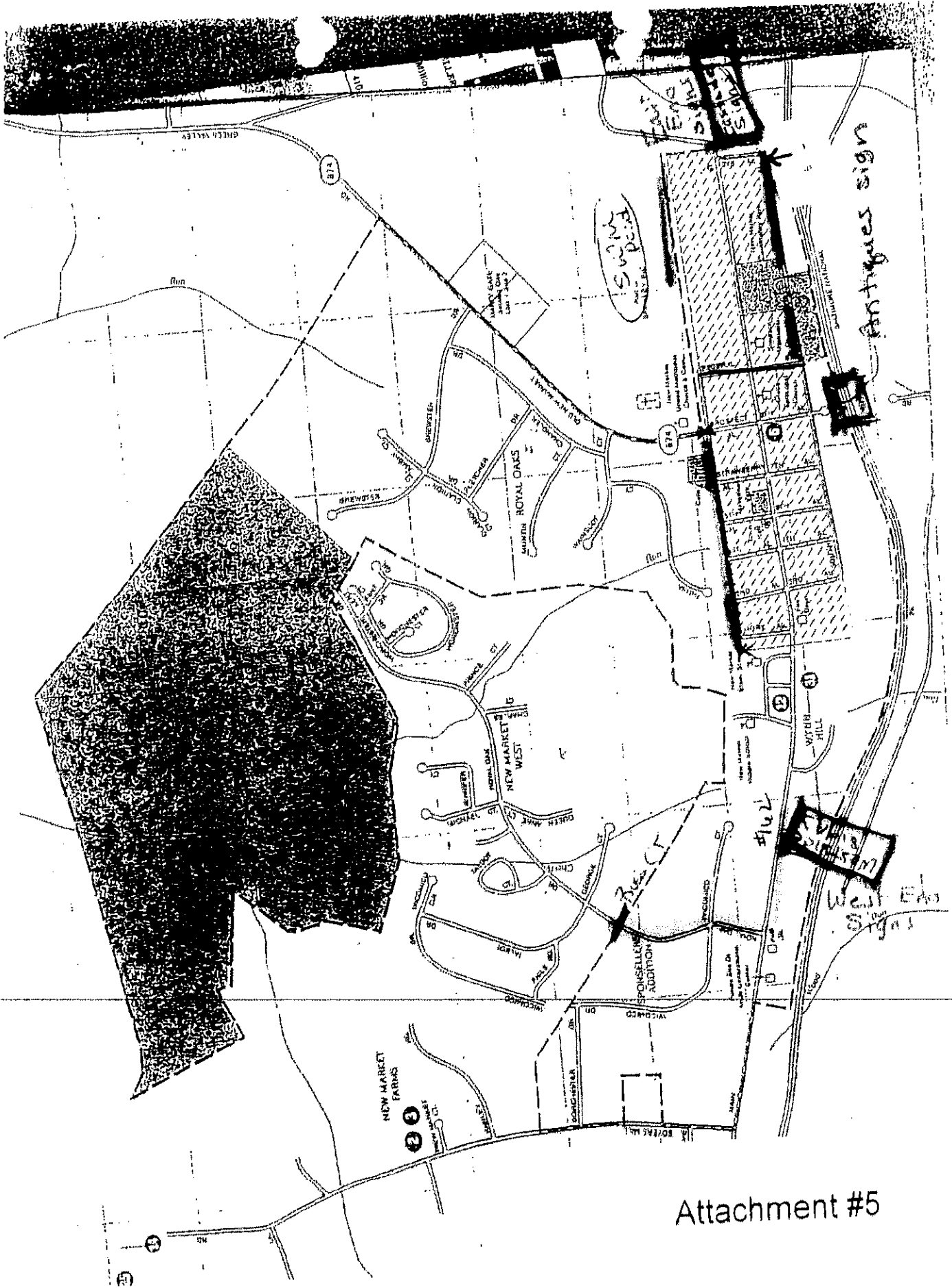
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THE MARYLAND DEPARTMENT OF PLANNING.

Attachment #4





Attachment #5

ORDINANCE NO. 2017-03

THE MAYOR AND COUNCIL OF
THE TOWN OF NEW MARKET

MAIN STREET CURBSIDE GRASS ORDINANCE

WHEREAS, in cooperation with the Maryland State Highway Administration, the Town has undertaken a project for the purpose of repairing, reconstructing and replacing public sidewalks and curbs adjacent to Main Street (the "Main Street Project"); and

WHEREAS, the Main Street Project included visual enhancements comprised of curbside planters and grass lawn areas between curbs and sidewalks; and

WHEREAS, the Mayor and Council of New Market have determined to enact this Ordinance for the purpose of protecting property values, promoting health and enhancing the general appearance of the Town and the Main Street corridor;

NOW THEREFORE, BE IT ORDAINED that the Mayor and Council of New Market as follows:

SECTION 1. Definitions. In this Ordinance, the following words have the meanings indicated:

(a) "Curbside Area" means the grass strip between the curb and sidewalk along Main Street, excluding Planters.

(b) "Planter" means a raised bed between the curb and sidewalk along Main Street installed as part of the Main Street Project providing a location for planting of flowers and other seasonal vegetation by the Town.

(c) "Owner" includes an individual, receiver, trustee, guardian, personal representative, fiduciary, representative of any kind, corporation, partnership, business trust, statutory trust, limited liability company, limited liability partnership, firm, association or other non-governmental entity owning an interest in title to real property having frontage along Main Street within the corporate boundary of the Town.

SECTION 2. General. It shall be the responsibility of each Owner to maintain the Curbside Area adjacent to any lot fronting on Main Street to maintain the Curbside Area in grass

in accordance with the provisions of this Ordinance. Maintenance shall include the establishment of lawn in the Curbside Area, and mowing and maintaining the grass planted in the Curbside Area as provided in this Ordinance.

SECTION 3. Vegetation. The Curbside Area for which the Owner is responsible under this Ordinance shall be planted in grass, and maintained by or for the benefit of the Owner. The height of grass or other vegetation in the curbside area shall not exceed six (6) inches.

SECTION 4. Planters. Planters shall be maintained by the Town and are not the responsibility of the Owner.

SECTION 5. Municipal Infraction. A violation of this Ordinance shall be a municipal infraction. Each day a violation occurs will continue to be deemed a separate offense. The penalty for each violation shall be Two Hundred (\$200.00) Dollars.

SECTION 6. Tenants and Occupants. The responsibility to maintain the Curbside Area shall extend to each tenant or other occupant of all or part of the adjacent lot, which obligation shall be joint and several with the Owner.

SECTION 7. Severability. In the event any provision of this Ordinance is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby but shall remain in full force and effect.

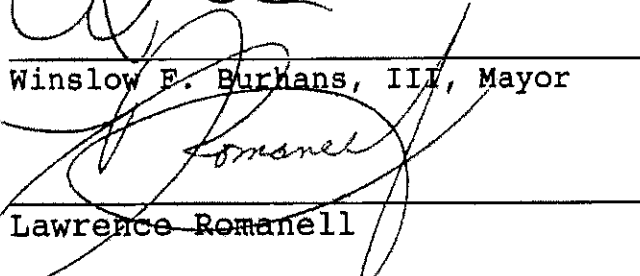
AND IT IS FURTHER ORDAINED, that this Ordinance shall become effective on the 2nd day of August, 2017.

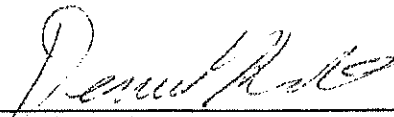
ATTEST:


Town Clerk

BY ORDER OF THE MAYOR AND COUNCIL
OF THE TOWN OF NEW MARKET


Winslow F. Burhans, III, Mayor

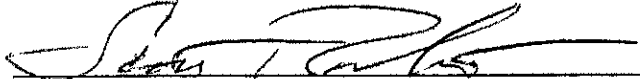

Lawrence Romanell



Dennis Kimble

Shannon Rossman

Michael Davies



Scott Robertson

INTRODUCED: June 8, 2017

ENACTED: July 13, 2017

EFFECTIVE: August 2, 2017