



Town Council AGENDA

Monday, June 3, 2024 - 5:30 PM
Council Chambers, Easton Town Office
14 S Harrison Street

5:30 PM: Call to Order by President Gunsallus.

Opening remarks and Pledge of Allegiance by Councilmember Rev. Elmer Davis.

Approval of Minutes.

Minutes of the May 20, 2024 meeting.

Municipal Official Items.

Items by Mayor Cook.

Confirmation of Appointment of Edward S. Forte, Jr. as Supervisor of Elections.

Items by Town Manager

Approval to accept bid from Ecosystem Planning & Restoration for the stream restoration - Glenwood Avenue & W Glenwood Avenue in the amount of \$417,930.69.

Items by Town Attorney.

Presentations.

Mr. Jim Bent, Affordable Housing Chairman to give an update and discuss the Housing Renovation Program for Owner Occupied Homes.

Public Hearings.

5:35 PM PUBLIC HEARING for annexation and zoning for a parcel of land located on the east side of Ocean Gateway/US Route 50 consisting of 17.329 acres of land, more or less.

Res. No. 6185, "A RESOLUTION TO ANNEX A PARCEL OF LAND OWNED BY CORRIGAN AND TRIPPE VENTURES, LLC LOCATED ON THE EAST SIDE OF OCEAN GATEWAY/U.S. ROUTE 50, CONSISTING OF 17.329 ACRES OF LAND, MORE OR LESS, INTO THE TOWN OF EASTON AND TO PROVIDE FOR THE TERMS AND CONDITIONS OF THE ANNEXATION."

Ord. 811, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF EASTON TO APPLY THE R-10A RESIDENTIAL ZONING DISTRICT TO CERTAIN LOTS OR PARCELS OF LAND ANNEXED TO THE TOWN OF EASTON BY RESOLUTION NO. 6185 LOCATED TO THE EAST OF OCEAN GATEWAY/U.S. ROUTE 50 CONSISTING, OF 17.329 ACRES OF LAND, MORE OR LESS."

Approval of the Annexation and Public Facilities Agreement.

5:40 PM PUBLIC HEARING on the petition of Shore Health System, Inc. to enter into an amendment to an existing Development Rights and Responsibilities Agreement with the Town of Easton and Talbot County, Maryland dated October 14, 2014, and recorded among the Land Records of Talbot County in Liber 2206, Folio 266 regarding portions of Parcel 129 on Talbot County Tax Map 17, which consists of 199.149 acres, more or less."

Res. No. 6187, "A RESOLUTION OF THE TOWN OF EASTON AUTHORIZING THE EXECUTION OF A DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT AMENDMENT BETWEEN THE TOWN, SHORE HEALTH SYSTEM, INC., AND TALBOT COUNTY RELATED TO THE DEVELOPMENT OF A REGIONAL MEDICAL CENTER."

CONT'D. FY2024/25 BUDGET.

Legislation.

Ord. 820, "AN ORDINANCE OF THE TOWN OF EASTON ESTABLISHING THE TOWN BUDGET FOR FISCAL YEAR 2025."

Ord. No. 821, "AN ORDINANCE TO PROVIDE FOR THE RAISING BY TAXATION THE AMOUNT NECESSARY TO PAY THE ORDINARY EXPENSES OF THE TOWN OF EASTON AND TO PROVIDE FOR THE PAYMENT OF INTEREST ON THE VARIOUS BOND ISSUES AND THE REDUCTION OF CERTAIN BONDS AND NOTES FOR THE PERIOD OF TWELVE MONTHS AND SETTING THE INTEREST AND PENALTY FOR DELINQUENT BILLS, COMMENCING ON JULY 1, 2024 AND ENDING JUNE 30, 2025."

Ord. No. 824, "AN ORDINANCE OF THE TOWN OF EASTON TO CARRY FORWARD CERTAIN CAPITAL FUND EXPENDITURES INTO FISCAL YEAR 2025."

Res. No. 6188, "A RESOLUTION OF THE TOWN OF EASTON REVISING THE TOWNS LICENSE, APPLICATION, PERMITS, INSPECTION, CERTIFICATE AND OTHER FEES."

Review of Invoices.

Review of invoices totaling \$1,362,498.71.

Public Participation/Comments.

Items by Members of the Council:

Adjournment.

The public can access the meeting as follows:

<https://www.eastonmd.gov/129/Agendas-Minutes>

If you are an Easton Cable subscriber, you can view the meeting through TV-Channel 98.

Please note: There is a possibility of all or part of the meeting may be held in Closed Session.



TOWN OF EASTON

P.O. Box 520
Easton, Maryland 21601
www.town-eastonmd.com

MEMORANDUM

TO: Mr. Frank Gunsallus, President of the Council
Members of the Town Council

cc: Donald J. Richardson
Sharon VanEmburch

FROM: Mayor Megan JM Cook *mme*

SUBJECT: Supervisor of Elections Appointment

DATE: June 3, 2024

Due to Ms. Phoenix's recent resignation, I am asking for confirmation for the appointment of Edward S. Forte, Jr. as the Supervisor of Elections for a four-year term.

Enclosed please find Mr. Forte's Interest form and resume for your consideration. He has worked as a Chief Judge, Voting Judge and a technician with Talbot County Board of Elections. Mr. Forte is very qualified for this position and interested in the appointment of Supervisor of Elections. With the upcoming election in 2025, the position needs to be filled as soon as possible.

Your confirmation for the above appointment is appreciated.

Edward S. Forte Jr

Mayor Emeritus

6186 Waterloo Drive, Easton Md. 21601
edwardforte@comcast.net
C (609)605-8086

Introduction

I have a diverse background in various technical, supervisory, and civic capacities. My goal-oriented personality has resulted in numerous promotions, professional certifications and as a sitting member of multiple Boards. Most notably, as an elected official and Mayor. Because of my elected positions, I understand the intricacies of local and county financial planning committees and the benefit of working in a bipartisan way for shared services with adjoining towns. I have proven leadership, communication, and problem-solving skills.

Experience

Public Service Electric & Gas Company, Moorestown, New Jersey 03/24/1980-Retired 06/01/2017
Distribution Supervisor

- ◇ Emergency Preparedness/Restoration for storm recovery.
- ◇ Office of Emergency Management (OEM) Lead Liaison to Camden County and State of NJ
- ◇ Manage personnel in the largest Electric/Gas utility in New Jersey.
- ◇ Monitor plan vs. actual project spending in SAP and forecasting using Excel spreadsheets.

Mayor of the Borough Haddon Heights 01/1/2012-12/31/2015

Talbot County Board of Elections, State of Maryland, Election technician 2020 & 2022

Education / Training

BS Business Administration Thomas Edison College, attending.
Camden County Community College (field of study Political Science)
Microsoft Office Advanced (all applications)
AMA Courses: The Effective Facilitator, Leadership Company Success
Emergency Medical Technician, Fire Arson Detection, and other training at the National Fire Academy

Emergency Services / Community Service / Civic Memberships

- ◇ Mayor/Council President/Councilman, Borough of Haddon Heights
- ◇ Public Safety Director of Police and Fire for the Borough of Haddon Heights
- ◇ Office of Emergency Management Coordinator Borough of Haddon Heights
- ◇ New Jersey Emergency Preparedness Association Board Member
- ◇ Easton Volunteer Fire Department/Firefighter/OEM Liaison with County Chiefs
- ◇ Assist Chief/Firefighter/President/ of the Haddon Heights Fire Department
- ◇ Camden County Fireman's and Fire Officers Association Life Member
- ◇ Order Sons of Italy, President of Haddon Heights Lodge, Foundation Trustee

Current Certifications

Emergency Management Courses
Emergency Response-Level 1 & 2 Awareness @ New Jersey/New York Hazardous Materials Training
Haz-Mat Command @ Camden County Fire Marshal's Office
ICS for Fire Officers @ Camden County Fire Academy / State Police
NJSP WMD Awareness @ Camden County Fire Academy
Incident Management System
NJ Department Community Affairs

Personal / Professional References

Upon Request

Town of Easton

Board and Commission Volunteer Interest Form

Submit Completed Form to the Mayor of the Town of Easton, Maryland for consideration

(Please Print)

Last Name FORTE, JR First Name EDWARD MI S

Residence Address (Street) 6186 WATERLOO DRIVE

(Town) EASTON (County) TALBOT (State) MD

(Zip Code) 21601

How Long at this Residence? 8 YEARS

CELL Home Telephone Number (609) 1605-8086

Occupation RETIRED

Employer Name _____

Employer Address _____

Work Telephone Number (____) _____

Please circle the board(s) or commission(s) you are interested in serving as a member of:

Board of Appeals Planning and Zoning Commission Historic District Commission

Housing Authority Easton Utilities Commission Park Board

Ethics Commission Waterfowl Festival Commission Board of Canvassers

Tree Board Affordable Housing Board

Other (list) SUPERVISOR OF ELECTIONS

Please list why you would like to serve on this committee and what your qualifications are (Attach extra sheets if necessary) I SERVED A MAYOR, COUNCIL PRESIDENT AND COUNCILMAN FOR OVER 15 YEARS. JUST RECENTLY I WORKED CLOSELY WITH THE TALBOT COUNTY BOARD OF ELECTIONS AS A CHIEF JUDGE, VOTING JUDGE AND A TECHNICIAN. I AM CONFIDENT THAT MY PAST 30 YEARS PLUS WORKING IN AND AROUND ELECTIONS GIVES ME THE OPPORTUNITY TO EXCEL IN THIS NEW POSITION

Please list any special interests which should be considered during the appointment process (Attach extra sheets if necessary) I HAVE ATTACHED

A COPY OF MY MOST RECENT RESUME

Edward S. Forte, Jr.
Applicant Signature

5-15-2024
Date

March 21, 2024

Ecosystem Planning & Restoration, LLC
8808 Centre Park Drive, Suite 205
Columbia, MD 21045
443-979-7718



ECOSYSTEM
PLANNING &
RESTORATION



PROPOSAL – REQUESTS FOR PROPOSALS GLENWOOD AND WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

PREPARED FOR:
TOWN OF EASTON

ATTN:
Engineering Department,
Engineering@EastonMD.gov

PROPOSAL

Requests for Proposals: Glenwood and West Glenwood Stream Restoration Design-Build

TOWN OF EASTON

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TAB A - TRANSMITTAL LETTER

March 21, 2024

Town of Easton
14 South Harrison Street
Easton, MD 21601

RE: Requests for Proposals – Glenwood and West Glenwood Stream Restoration Design-Build

Ecosystem Planning and Restoration, LLC (EPR) is pleased to express our interest in providing Ecological Restoration Services to the Town of Easton in response to the above-referenced RFP. We are excited to provide Easton with a passionate team of local environmental, engineering, and construction professionals, based in the Mid-Atlantic region, with a national resume of design and build experience. Our focus is on innovative solutions, constant improvement, and building strong client relationships. We build innovation into every project through lessons learned, collaboration with peers, staying abreast of restoration advancements, and participating in stream restoration research projects.

In addition to our strong track record of project implementation, we stand as leaders in research and industry best practices. We have developed several stream assessment and design methodologies across the country and have delivered instructional training to Federal, state, and local agencies as well as private-sector consulting firms. Specific to the Chesapeake Bay area, EPR has developed several stream assessment and design/review protocols for governmental agencies and organizations using the Streams Functions Pyramid Framework, which was also developed by EPR. Several of these protocols are now used and/or referenced by Federal and state regulatory agencies, including Maryland, as appropriate and/or required stream assessment methodologies.

EPR has thoroughly reviewed this RFP dated February 2024, along with the two addendums dated February 29, 2024, and March 8, 2024. We recognize that the primary project goal is to restore two stream reaches within Easton, MD, with one approximately 450 linear feet and the other approximately 300 linear feet, to meet MS4 TMDL reduction credit requirements. EPR understands that they must work closely with project partners and property owners to ensure that a realistic and most cost-effective restoration solution is developed. Lastly, we acknowledge that the project must be completed by December 31, 2025, and the total proposed budget must be no more than \$423,000.00.

I will serve as EPR's Contract Manager for all projects. My contact information is below in my signature block. I currently serve as Vice-President and EPR's Baltimore Office Manager and have nearly 33 years of experience in environmental restoration, streams, wetlands, and stormwater projects across the Mid-Atlantic region. Throughout my career, I've collaborated with various agencies and organizations, assisting in the assessment of their needs, devising

effective solutions, and successfully implementing those solutions within the specified timelines and budgets. As the Contract Manager, I believe in working closely with my clients through each step of the project to ensure goals and objectives are aligned, and that EPR is providing the best service possible.

We greatly appreciate the opportunity to submit our response to your RFQ and look forward to continuing to collaborate with your organization in restoring critical stream resources.

Sincerely,



Richard Starr
VP, Senior Water Resources Scientist
8808 Centre Park Drive, Suite 205
Columbia, Maryland 21045
Phone: (443) 979-7718
rstarr@eprusa.net



*We are excited to show the Town of Easton our abilities and our passion for the work we do.
you for the opportunity!*

Thank

TAB B – DESIGN-BUILD TEAM DESCRIPTION AND EXPERIENCE

Ecosystem Planning and Restoration, LLC Company Description



Sonny Kaiser, Kevin Tweedy, and Will Harman, Founders of EPR. We believe in Principal-level involvement in our projects to provide the highest level of expertise and value to our clients.

EPR was created in 2012 to be a premier environmental planning and ecosystem restoration company. We have been recognized by INC 5000 as one of the fastest growing private companies in the country for the past three years. We have also been recognized by the Zweig Group, two years in a row, as one of the top engineering firms in the US and Canada based on our workplace practices, employee benefits, employee retention rates, and much more.

EPR focuses on restoration and environmental services. It is our desire to provide the highest quality products, and to improve the science and

application of environmental services through innovative projects and applied research. We tailor innovative solutions to meet our client's goals and objectives, within the real-world constraints that are a part of every project. As a small company with a big presence, we have a singular mission – to incite passion for the environment. The founders of EPR each worked for larger companies in the past and independently reached the same conclusion – that we can better serve our client's needs as a small company that values our employee's passions, focuses on teamwork and shared experiences, and builds lasting relationships. We want our employees to be passionate about their jobs while making a difference in our world. We want to work for clients that believe in practical solutions that find balance between project goals, cost effectiveness, and environmental benefits. Being passionate about teamwork and delivering high quality products naturally leads to innovation.

These beliefs form the foundation of our business and have allowed us to grow a company with A+ employee talent and expertise, which is the strength of EPR. We employ a diverse, multi-disciplinary staff of 58 professionals including biologists, ecologists, engineers, environmental scientists, fluvial geomorphologists, foresters, GIS and CADD specialists, and support staff. EPR's licensed professionals include Professional Engineers, Project Management Professionals, Professional Geologists, Certified Floodplain Managers, Professional Wetland Scientists, and Registered Foresters. While we have offices in multiple states, we are one company and one Team. Individual performance is recognized and rewarded, but teamwork and collaboration are valued above all. Through teamwork, we collectively enhance one another's strengths, address challenges, and constantly increase the quality and effectiveness of our work.



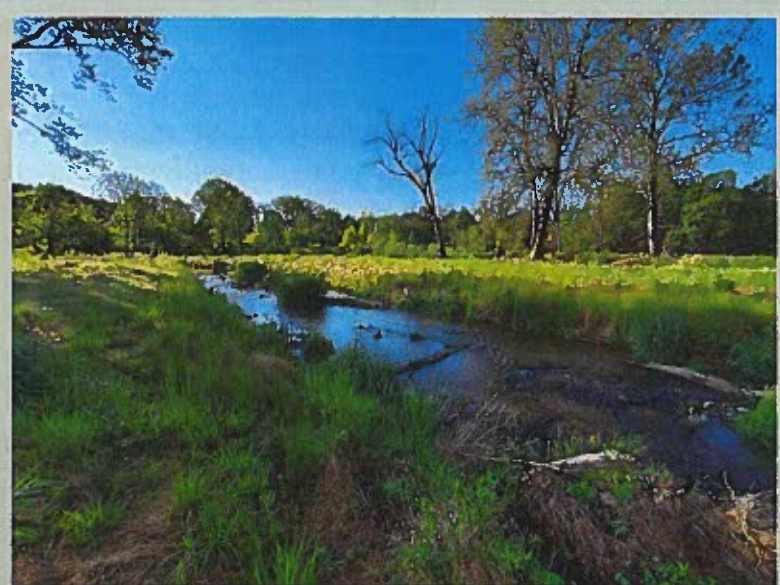
At EPR, our goal is to hire the best and brightest talent available, providing our clients with an All-Star team of professionals.

Ecosystem Planning and Restoration, LLC Overall Experience

Our experience is unmatched and our capabilities include natural resource assessments and inventories (e.g., wetland delineation, forest stand delineation, threatened and endangered species assessment), watershed assessments, geomorphic/equilibrium stability and functional condition analyses, design development, community engagement, hydrologic and hydraulic modeling (1D and 2D), scour analyses, wood stability analyses (e.g., buoyance, slide, and drag), construction-ready design plan set preparation, project report documentation, permit application preparation, construction bid document preparation and bidding, construction oversight and/or management, regulatory close-out, pre- and post-construction monitoring, project evaluation and research. Furthermore, EPR staff have conducted a full range of environmental planning and compliance support including report preparation, technical investigations, data analysis, and field work. We have worked with organizations, cities, states, municipalities, and federal agencies to help all interested parties participate in the planning process.

Our clients are as diverse as our staff, and include private, local, State, and Federal organizations. We strive to create trusting and lasting relationships with our clients, with a constant focus on delivering quality and creative solutions. Clients come to us to help solve their problems but return to us because of the relationships and trust that is developed. Expect us to deliver on schedule and on budget. Expect us to go above and beyond.

In the firm's collective personnel experience, we have initiated over 500 projects in the past eight years, restoring more than 100 miles of stream and over 1,000 acres of wetlands. We have implemented numerous water quality and stormwater projects in twelve states, representing a wide range of conditions and challenges. These projects have ranged from large rivers to small headwater streams, from rural to urban watersheds, and from high gradient cold-water streams to low gradient coastal systems. We pride ourselves on our ability to deliver effective and innovative environmental solutions in a timely and cost-effective manner.



EPR strives to be innovative in maximizing ecological uplift in their designs. This is a typical constructed riffle, designed by EPR, that contains a wide mixture of rock sizes as well as large wood.

EPR has extensive experience in a wide range of design approaches, such as Natural Channel Design, Dynamic Valley Restoration, Legacy Sediment Removal, and Regenerative Stormwater Conveyance. We focus on the restoration of impaired stream and floodplain functions by applying the most appropriate design approach, or combination of approaches. Our projects are designed to meet stakeholders' goals and objectives, resulting in ecologically functioning streams and floodplains with high aesthetic value. Our overall design goal is to design a stream and floodplain system that would naturally form, given existing and likely future watershed and

site conditions, and be self-sustaining over time. This requires EPR to be creative and innovative in laying out channel and floodplain dimensions and in designing instream and floodplain stability and habitat structures so that stream corridors appear to have naturally formed. Some examples of how we apply this design goal are shown in our example detailed project descriptions.

Resource Restoration Group Description

RRG has 25 years of combined experience in environmental design and construction in the Mid-Atlantic region specializing in stream restoration, natural channel design, regenerative stormwater conveyance, living shoreline, shoreline stabilization, bio-retention, and wetland creation. As a small firm, RRG has the ability to deliver innovative, efficient, cost effective solutions to provide clients with the most sustainable, robust project maximizing functional life and value.



The staff of RRG have a deep knowledge of all industry standard practices used in the construction of stream restoration, natural channel design, regenerative stormwater conveyance, shoreline stabilization, bio-retention, and wetland creation projects. RRG is extremely familiar and efficient with the installation of all instream structures, including but not limited to, rock cross vanes, log rock J vanes, weirs, riffles, toe wood structures, cascades, boulder toe, breakwaters, low marsh, high marsh, soil lifts, and bioengineering practices. Along with these specialized skills, RRG staff have expert knowledge in the maintenance of stream flow and clean water bypass practices, low-impact methods of access and travel through sensitive areas, tree and wetland protection practices, and the installation and maintenance of all E&S measures used during the execution of these projects.

Resource Restoration Group Experience

With over 100,000 linear feet of channel construction/ restoration experience, 60+ acres wetland construction and more than 300 acres of reforestation and wild grassland establishment in the Mid-Atlantic region, the staff of RRG have the background and knowledge needed to successfully execute and complete projects on-time and on budget. Furthermore, RRG is a Maryland licensed marine contractor (MD License #378(E)) which is a requirement to work on shorelines and Anne Arundel County and throughout the state.

Specific project experience has been provided in table format in Tab E. Project Examples and References with client contact information as a separate enclosure. RRG urges the staff of the Town of Easton ("TOE") to contact any of the references listed for a more personal description of RRG's quality of work, cleanliness, efficiency and character. RRG has worked with many municipalities, conservation districts and watershed groups throughout Maryland and Pennsylvania and continues to provide outstanding service to them and others throughout the Mid-Atlantic region.

Combined Design-Build Team Experience

EPR and RRG have a long-standing professional relationship and have worked together on several restoration projects over the past seven years. The Design-Build Team has completed or is currently working on ten (10) design-build projects that involved dynamic valley restoration, regenerative storm conveyance (RSC), natural



Through EPR's and RRG's collaborative effort in developing designs, we can greatly reduce construction costs and increase TMDL and IC credits.

channel design (NCD), and living shoreline and beach replenishment restoration practices. In total, the Design-Build Team has restored over 12,300 linear feet of stream. Before the formation of either EPR or RRG, Mr. Starr and Mr. Hutzell worked together for eight years at the U.S. Fish and Wildlife Service Chesapeake Bay Field Office, as part of the Stream Habitat Assessment and Restoration Team. While at the USFWS, Mr. Starr and Mr. Hutzell worked on the design and implementation of numerous stream restoration and water quality improvement projects within the Chesapeake Bay watershed.

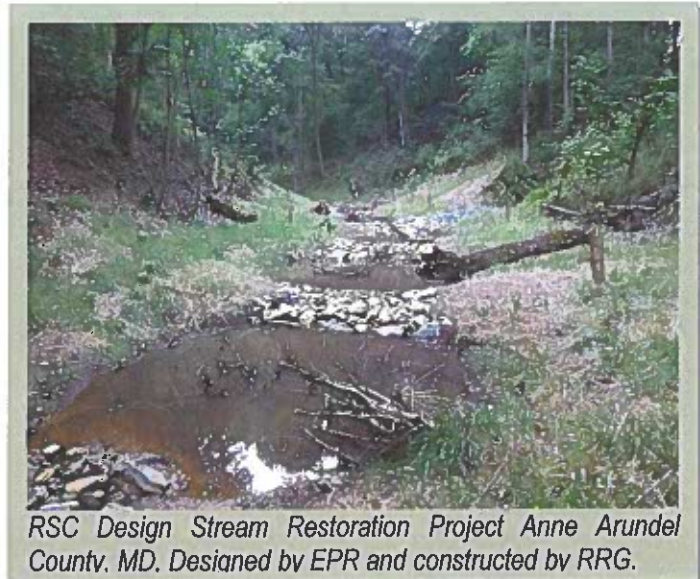
TAB C - RESUMES AND KEY STAFF

The following is a brief description of the Design-Build Team's key staff qualifications and how they will be involved with the project. Resumes, with additional qualifications, are included in the proposal.

EPR Key Staff

Richard Starr - EPR Project Manager ▪ Senior Water Resources Scientist. Mr. Starr will be responsible for providing QA/QC on the delivery of services performed by EPR and RRG, and interfacing with other team members.

Kevin Tweedy, PE - EPR Principal Engineer ▪ QA/QC ▪ Resource Management. As a licensed Professional Engineer in Maryland, Mr. Tweedy will provide senior-level oversight of all design and engineering services. Mr. Tweedy will assist with the development of design goals, objectives, and concept plans, review site assessments and design calculations, and provide senior-level oversight and review of all design plan stages.



Curt Hall – EPR Senior Project Manager and Construction Services. – Mr. Hall will be the lead Project Manager and EPR's primary point of contact. He will be responsible for all project management, contract execution, assigning staff roles, budgeting and pricing, scheduling, and design and construction oversight related to these projects.

Christopher Wilson, PE - EPR Senior Project Engineer. Mr. Wilson will be responsible for coordinating the site assessment and design team efforts. He will be responsible for managing staff resources, oversight of site assessments, and development of design plans for the project sites. Mr. Wilson may also assist with construction management and coordination.

Ken Brown - EPR Senior Environmental Scientist. Mr. Brown will be responsible for site assessments and delineations of waters of the US and riparian and upland forest vegetation. He will oversee all federal, state, and local permitting and will assist in the development of restoration/enhancement plans for site vegetation components and habitat features.

Andrew Hall - EPR Environmental Scientist and CADD Specialist. Mr. Hall will be responsible for organizing and digitizing data and producing plan sheets per public agency standards within a CADD environment.

RRG Key Staff

Ben Hutzell

Owner/Project Management and Coordination

Mr. B. Hutzell will be the primary project manager for RRG, responsible for project management and coordination, including engineering document review and accuracy, sub-contractor coordination, and internal construction administration tasks.

Justin Hutzell

Owner/Construction Manager

Mr. J. Hutzell will be the primary construction manager for RRG, with full-time, direct on-site involvement in the proposed Project.

Logan Fischer

Construction Foreman

Mr. Fischer will be the primary construction foreman for RRG, responsible for the oversight of all operators, field technicians, and erosion and sediment controls while on site.



Richard Starr
Project Manager/Senior Water Resources Scientist



Education

BS, Parks and
Recreation/Planning and
Natural Resource
Management

**Professional
Licenses/Certifications**

- Applied Fluvial Geomorphology, Wildland Hydrology, Inc. 1992
- River Morphology & Applications, Wildland Hydrology, Inc. 1993
- River Assessment & Monitoring, Wildland Hydrology, Inc. 1994
- Natural Channel Design and River Restoration, Wildland Hydrology, Inc. 1996
- Project Management Bootcamp, PSMJ, 2017

Professional Affiliations

- Chesapeake Bay Program- Stream Health Work Group Co-Chair, 2014 to 2017
- MD Water Quality Monitor Council – Stream Restoration Monitoring Subcommittee – Member, 2015 to Present
- MD Stream Restoration Association – Education Committee – Member, 2015 to present

Mr. Starr has over 33 years of experience in watershed and stream assessment, planning and restoration. Currently, he is the Office Manager for the EPR Baltimore Office where he is responsible for managing all aspects associated with budgets, workload, staff performance, product quality assurance, and office growth and development. He has led comprehensive and critical studies for major watershed-based ecosystem restoration projects and water resources development projects. He has extensive experience in project planning including developing project goals and objectives, identifying significant issues and project effects, developing project plan alternatives, and leading plan formulation and selection. He has developed, designed, and monitored plans for wildlife and fisheries habitat enhancement projects, stream restoration projects, stormwater management, TMDL reduction projects, and floodplain management projects. He has conducted numerous geomorphic watershed and stream assessments; implemented stream restoration and fish passage projects; provided construction oversight, developed stream assessment protocols and tools; produced technical and planning documents; and developed training courses on functional-based stream assessment and restoration.

Mr. Starr previously worked for the U.S. Fish and Wildlife Service for 16 years. As Chief of the Habitat Restoration Division, Chesapeake Bay Field Office, his responsibilities included leading and managing the Stream Habitat Assessment and Restoration Team, Partners for Fish and Wildlife Program, and the Schoolyard Habitats Program. Before the U.S. Fish and Wildlife Service, Mr. Starr worked for the U.S. Army Corps of Engineers, Baltimore District for nine years where he led complex water resources development projects.

- **Stream MS4/TMDL Restoration Fully Delivery. Anne Arundel County, MD.** Mr. Starr led a team to deliver a turnkey stream restoration project on approximately 1,650 LF of stream to meet TMDL reduction requirements for Anne Arundel County - DPW, MD. He was responsible for overseeing watershed conditions characterization, stream function-based assessments, rapid biological assessments, BANCS assessments, proposed design stability analyses, TMDL reduction credit calculations, assessment and design report preparation, construction ready design plan set development, permit application review, construction services, as-built drawings review, and performance-based monitoring.
- **Function-based Stream Assessment and Design Guidelines and Methodologies Development and Training.** Mr. Starr contributed to the development of the Stream Functions Pyramid Framework (Harman et al, 2012), and delivered numerous training workshops. This framework is now used by agencies and consultants across the United States. Additionally, Mr. Starr developed six guidance documents for the Maryland Department of Environment (MDE) regulatory program. These documents were developed to assist MDE regulators in the review of stream restoration permit applications and used by stream restoration practitioners and managers in implementing stream restoration projects.

Kevin Tweedy, PE
Design/Senior Water Resources Engineer



Education

MS, Biological and
Agricultural Engineering,
North Carolina State
University
BS, Agricultural Engineering,
Virginia Tech

**Professional
Licenses/Certifications**

- Professional Engineer in
MD, NC, TN, OK, TX,
WV, and VA.
- Applied Fluvial
Geomorphology,
Wildland Hydrology, Inc.,
1998
- River Morphology &
Applications, Wildland
Hydrology, Inc., 2011
- River Assessment &
Monitoring, Wildland
Hydrology, Inc., 2012
- Natural Channel Design
and River Restoration,
Wildland Hydrology, Inc.,
2012

Mr. Tweedy is a specialist in ecosystem assessment, stream restoration, wetland restoration, stormwater management, and watershed management with over 20 years of experience. He has served as project manager, project engineer, and senior engineer for well over 200 water quality and ecosystem restoration projects across the U.S. As a stream restoration specialist, Mr. Tweedy has served as the Project Engineer/Engineer of Record for over 150 stream restoration projects, totaling to over one million feet of stream restoration design. This vast experience includes restoration and stabilization of systems ranging from large rivers to small headwater streams, from rural to municipal watersheds, and from high gradient cold-water streams to low gradient coastal systems. Designs have often involved a holistic ecosystem approach, combining stream and wetland elements, and restoring hydrologic connections across the larger riparian system.

Mr. Tweedy's stormwater experience includes site assessments, development of goals and objectives with clients, planning and conceptual designs, alternatives analysis, stakeholder involvement, detailed design work for stormwater and green infrastructure BMPs, permitting coordination, construction bidding and oversight, and monitoring. Planning efforts in North Carolina have included development of stormwater master plan elements for the City of Mount Airy, the Town of Sparta, and the Town of Cary. Detailed design development has included wet ponds, stormwater wetlands, bioretention cells, and regenerative stormwater conveyances.

In his previous work with the North Carolina (NC) State Water Quality Group, Mr. Tweedy specialized in water quality monitoring and analysis, including the development of monitoring plans to document water quality changes in stream systems, collection and analysis of water quality data, (including statistical analyses and paired watershed analysis), and report writing.

- **Western NC Streams Initiative. Various Counties. Resource Institute Inc.** Project manager and engineer for restoration of several stream restoration sites in the Appalachians region. Assisted client in developing marketing materials and strategy for securing over \$3M in grant funds to begin the initiative. Assisted project partners in evaluating initial project sites, assessing feasibility, and establishing project budgets. Performed site assessments and developed design plans for six sites in three counties and has performed preliminary assessments on numerous other sites.

Christopher Wilson, PE
Design/Senior Water Resources Engineer



Education

BS, Physics/Engineering,
Washington & Lee University
MS, Mechanical
Engineering/Fluids, Penn
State University
Non-degree, Water
Sciences, Colorado Mesa
University

**Professional
Licenses/Certifications**

- Professional Engineer in
PA, MD, NY, DC, & VA
- Fluvial Morphology for
Engineers, Wildland
Hydrology Inc., 2006
- River Morphology &
Applications, Wildland
Hydrology Inc., 2007
- River Assessment &
Monitoring, Wildland
Hydrology Inc., 2008
- Natural Channel Design
& Restoration, Wildland
Hydrology Inc., 2012
- Confined Space
Certification, 2009-2015
- Certified Stormwater
Inspector, 2010

Mr. Wilson has over 19 years of consulting engineering experience in stormwater management and stream restoration projects, primarily in Maryland. He joined EPR in 2019 and has performed design tasks and construction oversight for Best Management Practice facilities and Stormwater Management (SWM) retrofit pond facilities, performed numerous SWM facility inspections for public agencies, and served as project lead for county and municipal SWM facility inspection programs. Mr. Wilson has extensive experience in performing stream reach and watershed and wetland function assessments, including geomorphic assessments of impaired stream reaches for more than 25 built restoration projects. He has also performed stream designs and watershed analyses, stream restoration project management, and construction management.

- **Heritage Harbour Valley Restoration, Annapolis, Anne Arundel Co., MD, Lead Engineer.** As the lead engineer, responsible for the final stream restoration construction design plan sets for Shepards Run and an unnamed tributary, totaling 2,350 LF. Responsibilities included watershed characterization, stream function-based assessments, hydrology, and hydraulic modeling, BANCS assessment design stability analyses, assessment and design report preparation, construction-ready plan set development, erosion and sediment control plan development, and O&M plan development. He also provided on-site construction services, as-built drawing reviews, and performance-based monitoring.
- **Tulip Farm Stream Restoration, Kent County, MD.** Mr. Wilson was the lead engineer to deliver a turnkey stream restoration project on 2,800 LF of a floodplain valley stream restoration on Fairlee Creek and three unnamed tributaries. Responsibilities included watershed characterization, stream function-based assessments, hydrology, and hydraulic modeling, BANCS assessment design stability analyses, assessment and design report preparation, construction-ready plan set development, erosion and sediment control plan development, and O&M plan development.
- **Fort Meade Stream Restoration, Anne Arundel County, MD.** Mr. Wilson was the lead engineer to develop stream restoration designs for two streams located on Fort Meade, totaling approximately 4,800 feet, using the Regenerative Storm Conveyance design methodology. He was responsible for watershed and reach level assessments, proposed design stability assessment, hydrology and hydraulic modeling, construction-ready design plan set development, and report documentation.
- **UT to Church Branch Floodplain and Stream Restoration, Frederick County, MD.** Mr. Wilson was the lead engineer to develop stream restoration designs for two unnamed tributaries to Church Creek. He was responsible for characterizing watershed conditions, conducting stream function-based assessments, rapid biological assessments, conducting hydrology and hydraulic modeling, analyzing proposed design stability, preparing an assessment and design report, developing construction-ready design sets, sediment and erosion control plan, and an O&M plan.

Keneth Brown
Senior Environmental Scientist



Education

BS Biophysical
Environmental Science,
Northland College, 1986

**Professional
Licenses/Certifications**

- MD DNR Qualified
Professional

Mr. Brown brings 30 years of experience from the public, private, and nonprofit sectors in the areas of water resources, land use, and regulatory permitting. Currently serving as a Senior Environmental Scientist at the EPR Baltimore Office, he is responsible for leading natural resources assessments, permitting, design, and project management. He has successfully completed a wide range of environmental and natural resource projects encompassing stream and wetland assessment, restoration design, watershed management, and construction oversight; local, state, and federal permitting; and compensatory mitigation and monitoring. In addition, Mr. Brown has authored/co-authored seven publications on stream restoration, watershed assessment and restoration, and stream monitoring.

- **US 219 Design-Build – Stream and Wetland Mitigation (MDOT SHA), Garrett County, MD.** Led on-site stream and wetland mitigation design and construction on Meadow Run through the removal of earthen fill to daylight and restore 580 feet of stream and create 1.3 acres of wetlands. Responsible for stream valley design to maximize the wetland creation; determination of tie-out elevations to existing wetlands; development of stream restoration geometry and structure placement; wetland design within the new valley; and the development of planting plans.
- **Bush Creek Tributary Stream Restoration at Church Creek Elementary School, Harford County, MD.** Designer/Senior Environmental Scientist/Construction Oversight for a multifaceted project on the property of Church Creek Elementary School property. The project included over 2,000 LF of stream restoration and floodplain reconnection on a deeply incised tributary to Bush Creek. Services included fluvial geomorphic assessment/analysis, BANCS assessment, design reports, permitting and natural channel design, and construction oversight.
- **I-95 Express Toll Lanes Section 100 Environmental Permitting Support and Design Management, MDTA, Baltimore County, MD.** Senior Environmental Scientist responsible for environmental permitting and compliance associated with improvements to a 9-mile stretch of I-95 northeast of Baltimore, MD. Services included reviewing designs for compliance with Section 404 permit conditions, avoidance and minimization of impacts, and managing coordination with the US Army Corps of Engineers and the Maryland Department of the Environment on permit-related issues, including project updates, design reviews and approvals, permit modifications, and compensatory mitigation.
- **Baker Park/Carroll Creek Stream Restoration Project, City of Frederick, MD.** Project Manager/Principal Designer responsible for the preparation of stream restoration design plans and construction oversight along 4,000 feet of a heavily utilized urban linear park. Responsible for geomorphic assessment, natural channel design, regulatory permitting, and construction oversight. This project was awarded the Maryland – National Capital Building Industry Association's 2006 Environmental Award.

Curt Hall

Senior Project Manager/Environmental Scientist



Education

BS, Environmental Science,
2003

**Professional
Licenses/Certifications**

- Essentials of Project Management, Pritchard Management Associates, 2020
- Applied Fluvial Geomorphology, Wildland Hydrology, Inc., 2006
- River Morphology & Applications, Wildland Hydrology, Inc., 2010
- River Assessment & Monitoring, Wildland Hydrology, Inc., 2015
- Introduction to Wetland Identification, Cook College, 2006
- Advanced Winter Wetland Delineation, Environmental Concern, 2007
- 30-Hour OSHA Certification, 2014, Certification #12-601114138

Mr. Hall has over 20 years of extensive restoration construction expertise overseeing 75 projects, spanning urban and rural stream restoration, stormwater management facilities, and NRCS-certified practices. His restoration background also includes stream assessments, stream and wetland restoration design, construction specification and bid documents, post-construction monitoring, natural channel design and legacy sediment removal construction techniques, and cost-estimating. He has experience coordination with both private and public sector entities. He regularly manages projects to ensure that they are executed on time, within budget, and in line with environmental intent. In 2013, the Maryland Department of Transportation recognized Mr. Hall with its Environmental Excellence Award.

- **Harford County Public Schools On-Call Design-Build Environmental Restoration Services** (*previous employment*). Mr. Hall was the primary point of contact and manager for this contract. Under this contract, he worked with Harford County as a design-build consultant, tasked with delivering stormwater management and ecological restoration projects to meet the County's MS4 requirements. Mr. Hall was responsible for all project management, contract execution, budgeting and pricing, and design and construction oversight related to these projects.
- **Howard County On-Call Design-Build Environmental Restoration Services** (*previous employment*). Mr. Hall worked closely with the County to locate, procure, and implement cost effective and attainable restoration projects to meet Watershed Implementation Plan (WIP) goals. This includes stream restoration, stormwater retrofits, rain gardens, reforestation, and outfall stabilizations. He was responsible for overseeing estimation, delivery, design and construction oversight and final close out.
- **Maryland State Highway Administration Full Delivery Stream Restoration Services, Baltimore, Howard, Frederick, and Montgomery Counties** (*previous employment*). Mr. Hall was responsible for the oversight and development of five different projects with over 20,000 linear feet of stream restoration design and built through various counties in Maryland to report to MDSHA to meet their TMDL goals. Mr. Hall was responsible for business development, proposal oversight, contract execution, securing conservation easements, budgeting and pricing, oversight of landowner and agency coordination, minority participation, and project management.
- **Upper Little Patuxent Stream Restoration Design Build, Ellicott City, MD** (*previous employment*). Mr. Hall was responsible for the oversight and development of the build of 2,450 LF stream rehabilitation along the Upper Little Patuxent River, 140 LF along an unnamed tributary, and 50 LF of outfall channel stabilization. Mr. Hall was responsible for all project management including contract execution, budgeting and pricing, and construction oversight. Mr. Hall worked closely with the County and engineering consultant to ensure the design intent was met.

Andrew Hall
Environmental Scientist



Education

University of Maryland
College Park, B.S.,
Environmental Engineer,
2015

Community College of
Baltimore County, A.A.,
Engineering, 2012

Mr. Hall has 8 years of experience working with CADD and producing plan sheets for various Maryland State and County agencies. He is also proficient in the development of design and construction drawings. He has experience in watershed characterization, stream geomorphic field data collection and analyses, BANCS assessment, TMDL reduction credit calculations, stream and shoreline stability analyses, permit application assistance, and stream and shoreline design. Mr. Hall has also performed hydrologic and hydraulic tasks including the use of TR-55, TR-20, and HEC-RAS for ESD and BMP Stormwater management facilities.

- **Fort Meade Stream Restoration, Anne Arundel County, MD.** Mr. Hall was the lead CADD technician to develop stream restoration designs for two streams located on Fort Meade, totaling approximately 4,800 feet, using the Regenerative Storm Conveyance design methodology. He was involved in watershed and reach level assessments, BANCS assessment, TMDL reduction credit calculations, construction-ready design plan set development in CADD, sediment and erosion control plan development, permit application support, and report documentation.
- **Stream Restoration Projects, West Cornwall Township, PA.** Mr. Hall is EPR's lead CADD technician assisting in the development of three stream restoration projects: Beck Creek 6 (appr. 1,850 LF of stream and 1.8 AC of wetland), Snitz Creek 2 (appr. 2,310 LF of stream and 1.0 AC of wetland), and Snitz Creek 3 (appr. 2,470 LF of stream and 1.0 AC of wetland). He is responsible for developing 100% construction-ready design plan sets in CADD, construction quantities, and providing assistance in the development of permit applications.
- **Heritage Harbour Valley Restoration, Anne Arundel County, MD.** Aided assessing existing geomorphic conditions, wetland delineation and forest stand delineation. Worked as part of the design team to restore approximately 2,350 linear feet of impaired stream. Compiled topographic survey information and developed plan sheets in CADD for the restoration design. Developed as-built plan set and assisted in post-construction monitoring.
- **UT to Church Branch Floodplain and Stream Restoration, Frederick County, MD.** Mr. Hall was the lead CADD technician to develop stream restoration designs for two unnamed tributaries to Church Creek. He was involved in watershed and reach level assessments, assessment and design report preparation, construction-ready design set development in CADD, sediment and erosion control plan development, and permit application support.
- **Turkey Point Shoreline Management, Anne Arundel County, MD.** Led the design of breakwater structures to halt shoreline erosion, aided in wetland delineation, and data collection of surrounding shoreline conditions. Compiled topographic survey information, aided in the conversion of vertical datums from NAVD88 to Mean Low Water and developed plan sheets in CADD for the shoreline management design. Developed as-built plan set and led the post-construction monitoring.

Ben Hutzell Project Manager



Education

BS, Environmental Analysis
and Planning, Frostburg State
University

Certificate, Ecosystem
Restoration, Anne Arundel
Community College

Professional Certifications

- Fluvial Geomorphology
– Wildland Hydrology
- River Morphology and
Application – Wildland
Hydrology
- River Assessment &
Monitoring – Wildland
Hydrology
- Natural Channel
Design and River
Restoration – Wildland
Hydrology
- Natural Stream
Concepts 1 – Canaan
Valley Institute
- Natural Stream Design
Construction
Management –
Canaan Valley Institute

Mr. Hutzell has been involved in water resource planning and ecologic engineering of projects for more than 16 years and has been the co-owner of Resource Restoration Group, LLC for the past 9 years. He has been directly responsible for the geomorphic assessment, hydraulic analysis, restoration design and construction of more than 45,000 linear feet of stream and wetland projects throughout the Mid-Atlantic and Southeastern regions of the US. Mr. Hutzell has also been invited to serve as an instructor for the past 10 years at Level 1 through Level 3 of Wildland Hydrology's training workshops. Mr. Hutzell is fluent in a variety of water resource design methodologies and has been active in the field for the entirety of his career.

Gravelly Community Stream Restoration, Davidsonville, MD. Managed the construction of approximately 3,700 linear feet of **regenerative stormwater conveyance system** in Davidsonville, MD.

Kings Creek Stream Restoration. Managed the design and construction approximately 1,500 linear feet of **natural channel design** and **regenerative stormwater conveyance system** in Easton, MD.

Anne Arundel County Health Department Integrated Stormwater Management and Stream Restoration. Managed the redesign and construction approximately 650 linear feet of **regenerative stormwater conveyance system** and 1,500 square feet of underground stormwater storage facility in Annapolis, MD.

Ravine Restoration at Chesapeake Children's Museum, – Annapolis, MD. Responsible for the implementation and project management of the first completed **regenerative stormwater conveyance** project in the City of Annapolis.

Blue Creek Stream Mitigation Bank, Hogansville, GA. Responsible for management and construction of a 2+ mile stream mitigation bank in the Middle Chattahoochee watershed. Directly involved in procurement, logistics, and daily construction oversight for over two years of active construction.

Justin Hutzell *Construction Superintendent*



Education

High School Diploma,
Boonsboro High School

Professional Certifications

- Fluvial Geomorphology – Wildland Hydrology
- River Morphology and Application – Wildland Hydrology
- Natural Stream Design Construction Management – Canaan Valley Institute
- Maryland Department of Environment Responsible Personnel Certification
- Maryland Certified Marine Contractor

Mr. Hutzell has over 20 years of field experience supervising and constructing stream restoration projects, wetland creations and enhancements, regenerative stormwater conveyance projects as well as installing a variety of best management practices. Also, Mr. Hutzell has 5 plus years experience of major riparian buffer/ floodplain reforestation and native upland meadow establishment projects. Mr. Hutzell has acted as construction manager and/or field supervisor during his entire time in this field, he has developed and implemented many special skills pertaining directly to regenerative stream conveyance, shoreline construction and stream restoration and wetland construction projects.

With full-time, direct on-site involvement throughout all of his projects, he has accumulated a vast knowledge of successful techniques and BMP's to effectively complete some of the most difficult projects.

Gravelly Community Stream Restoration, Davidsonville, MD. Supervised the construction of approximately 3,700 linear feet of **regenerative stormwater conveyance system** in Davidsonville, MD.

Kings Creek Stream Restoration. Supervised the construction of approximately 1,500 linear feet of **natural channel design** and **regenerative stormwater conveyance system** in Easton, MD.

Anne Arundel County Health Department Integrated Stormwater Management and Stream Restoration. Supervised the construction of approximately 650 linear feet of **regenerative stormwater conveyance system** and 1,500 square feet of underground stormwater storage facility in Annapolis, MD.

Ravine Restoration at Chesapeake Children's Museum, – Annapolis, MD. Implemented approximately 320 linear feet of the first completed **regenerative stormwater conveyance** project in the City of Annapolis.

Church Creek Headwaters Seepage Wetland and Outfall Project, Annapolis, MD. Responsible for the construction of a 2,200 linear foot regenerative stream conveyance as well as the creation of 3 acres of wetlands. Directly involved in procurement, logistics, and daily construction oversight.

Logan Fischer Construction Foreman



Education

BS, Environmental Science,
Juniata College

Professional Certifications

- Maryland Department
of Environment
Responsible Personnel
Certification

Operations, Labor and sub-contractor coordination is done by construction foreman Mr. Logan Fischer. Mr. Fischer started with RRG in early 2019 but is no stranger to specialized ecological work. Prior to his work with RRG, Mr. Fischer served as a foreman on a different ecological construction crew where he managed a variety of projects and employees for the past 6 years. Mr. Fischer came to RRG with a profound understanding of project management and the necessity of understanding efficiency. During his time with RRG, Mr. Fischer has been involved in a variety of projects including: bioretention retrofits, rain garden installations, natural channel design stream restoration, regenerative stormwater conveyance, shoreline protection, riparian planting as well as general excavation services. Mr. Fischer is responsible for the oversight of all operators, field technicians and erosion and sediment controls while on site. Mr. Fischer holds a bachelor's degree in Environmental Science with a program emphasis on Hydrology from Juniata College and is a certified responsible person in charge from Maryland Department of Environment.

Gravelly Community Stream Restoration, Davidsonville, MD. Implemented the construction of approximately 3,700 linear feet of **regenerative stormwater conveyance system** in Davidsonville, MD.

Turnbull Estates Living Shoreline Implemented the construction of approximately 700 linear feet of innovative **living shoreline** which incorporated oyster reef balls in Annapolis, MD.

Stone Breakwaters on Smith Creek Implemented the construction of approximately 400 linear feet of breakwaters, **living shoreline** and low marsh in St. Mary's County, MD.

Ravine Restoration at Chesapeake Children's Museum, – Annapolis, MD. Implemented approximately 320 linear feet of the first completed **regenerative stormwater conveyance** project in the City of Annapolis.

Church Creek Headwaters Seepage Wetland and Outfall Project, Annapolis, MD Worked on the crew who constructed a 2,200 linear foot regenerative stream conveyance as well as the creation of 3 acres of wetlands.

TAB D - DESIGN CONCEPT NARRATIVE

Understanding of Project Goals and Objectives

The Design-Build Team understands that the project goal is to restore two stream reaches within Easton, MD with one approximately 450 linear feet and the other approximately 300 linear feet. The projects are being implemented to meet MS4 TMDL reduction credit requirements. The project objectives include decreasing bank erosion, reconnecting floodplains, increasing groundwater retention time, improving instream habitat, removing non-native invasive plant species, and re-establishing desirable native vegetation within the riparian corridor floodplain.

The Design-Build Team further understands that the desired project outcomes will improve water quality in the Tred Avon River, the Choptank River, and ultimately the Chesapeake Bay as well as support downstream restoration efforts and increase floodplain floodwater storage. Additionally, the project should serve as a demonstration site for engineers, municipal officials, and landowners/land managers and as an educational site for students, local residents, and visitors.

The Design-Build Team recognizes that they must work closely with project partners and property owners to ensure that a realistic and most cost-effective restoration solution is developed. The Team will provide 48 hours' notice to landowners before conducting any activities on private property and work efficiently to minimize disruptions to residences. If damages occur on private property, the Team will restore conditions to equal or better than the original conditions.

Lastly, the Design-Build Team acknowledges that the project must be completed by December 31, 2025, and the total proposed budget must be no more than \$423,000.00.

Proposed Restoration Improvements

West Glenwood Project

The proposed restoration approach for the West Glenwood project area will involve applying a Regenerative Storm Conveyance (RSC) design (Tab G. West Glenwood Stream Restoration Conceptual Plans). The RSC project is a multi-tiered, step-pool system with a high width-to-depth ratio to dissipate energy vertically through the pools, as well as to attenuate storm flows. RSCs convert surface storm flow to shallow groundwater flow through surface pools that safely convey and treat the quality of storm flow. The Design-Build Team proposes the use of constructed pools and cobble weirs (structure details shown in the concept plan) to restore the proposed project site. The elevation drop between cobble weirs will be up to 1.0 feet to reduce the number of structures and increase pool storage. One to two pieces of large wood and cobble weir material will be positioned over the boulder steps to provide additional roughness and diminish the perceived size of the steps. Cobble weir rock sills are proposed to extend into the floodplain, six inches below grade, and set at the 100-year storm event elevation, to prevent flanking of the structures. The rock size for the cobble weirs and constructed riffles will be

determined based on 100-year shear stresses to ensure the long-term stability of the structure. A plunge pool structure is proposed at the upstream end of the project to dissipate storm flows exiting the stormwater pipe. The farthest downstream proposed structures will be constructed riffles with rock sills. Constructed riffles are proposed in this area because the project will tie in with the existing grade of the bed, which has a gentler slope than the other sections of the proposed project area.

The proposed channel will utilize as much as the existing channel alignment where practical. The only proposed section of the existing stream channel proposed to be realigned will start approximately 65 ft downstream of the stormwater pipe. It will be relocated to the north, away from the existing paved path, to create a floodplain bench on the south side of the channel and provide bank erosion protection for the path. The realignment is proposed to continue downstream for approximately 160 feet, where it will tie back into the existing stream channel alignment. The Design-Build Team anticipates having to remove only approximately 100 feet of the existing fence. The existing eroding streambanks will be regraded to stable bank slopes. The cut earth material generated will be used to construct the cobble weirs and proposed stream channel to reduce the amount of imported fill material. Large wood will be placed randomly within the pool areas to provide habitat, organic material, and enhance overall aesthetics. Lastly, the streambanks and floodplain area will be planted with a diversity of native shrub and herbaceous species.

Glenwood Project

The proposed restoration approach for the Glenwood project area will apply a Natural Channel Design – Priority 2 (NCD – P2) design approach (Tab G. Glenwood Stream Restoration Conceptual Plans). An NCD P2 typically entails excavating a new floodplain at a lower elevation than the existing disconnected floodplain and realigning the stream channel. The existing disconnected floodplain will be lowered to the proposed bankfull elevation, at approximately a 1.5-year return interval storm event, aiming to promote more frequent out-of-bank flow events. The new floodplain will be expanded to a minimum width approximately 2.2 times wider than the proposed bankfull channel width, supporting the development of a self-sustaining stream and floodplain corridor. The proposed channel will utilize the existing channel alignment to the extent feasible. The only section of the existing stream channel proposed for realignment will start approximately 75 ft downstream of the stormwater pipe. The channel will be relocated to the north, away from the existing residential property, to create a floodplain bench on the south side of the channel and provide bank erosion protection for the private property. The realignment is proposed to continue downstream for approximately 150 feet, where it will tie back into the existing stream channel alignment. Constructed riffles, with grade control rock sills, (shown in structure details of the concept plan) will be installed to prevent the potential for bed degradation. Log toes and soil fabric lifts are proposed to provide bank stability to outside meander bends until the proposed plantings can mature and provide long-term streambank stability. No stream channel construction activities are proposed within 45 feet of the easterly guardrail within the right of way. Lastly, non-native, invasive vegetation will be removed and replaced with a diversity of native plant species.

Project Risks / Contractor Mitigation of Identified Risks

The Design-Build Team considers both projects as low risk and believes the project can be implemented on schedule and within budget. The minimal project scheduling risks relate to coordination with utility companies, private landowners, and regulators. Early and consistent coordination with stakeholders is the best approach to ensure the project remains on schedule. The Design-Build Team possesses extensive experience in effectively collaborating with utility companies and will apply this experience throughout the project design and implementation phases. The Team also has vast experience in liaising with regulators and is adept at navigating permit requirements, timelines, and meeting regulatory expectations. The Team approach involves timely coordination with regulators through a pre-application field meeting followed by ongoing monthly sessions with the regulators subsequent to permit submittals. More frequent coordination will occur if needed. The Team recognizes that the Town of Easton will lead coordination with private landowners, however, the Team is prepared to fully support the Town in any or all public outreach activities.

Another potential risk involves uncertainties and unknowns, which can be mitigated through field data collection and analysis to minimize or altogether eliminate these factors. Therefore, the Design-Build Team will develop detailed a topographic base map, conduct detailed site assessments, identify constraints, and develop detailed hydrologic and hydraulic modeling to assess potential changes in flood flow elevations and boundaries. Lastly, the Team will undertake a thorough re-evaluation of the proposed design concepts, using our combined design experience of over 75 years and over 100 miles of completed stream restoration project experience, to ensure the development of the most cost-effective solution that optimally aligns with the project goals and objectives.

Project Assumptions

The following are assumptions my by the Team in developing the proposal costs:

- The Team proposes to combine the two projects into one permit application, therefore, reducing permit costs for an individual project. If only one project is awarded, the permit costs for the awarded project will increase and a contract modification will be needed.
- The Team's concept plan for Glenwood West will not encroach into tidal areas, therefore, it is anticipated that a tidal permit will not be required.
- The Team is not required to conduct any boundary surveys.
- The Team is not required to prepare and establish any type of conservation easement.

TAB E - PROJECT EXAMPLES AND REFERENCES

EPR and RRG have extensive experience in designing and building projects, similar to the RFP requested services, for federal, state, and local government agencies, organizations, and private landowners. Our Design-Build Team stands behind the quality of our work and encourages the Town of Easton to contact our references for a first-hand account of our project performance. The Design-Build Team project experience is provided below in table format, by firm, and in several detailed project descriptions, similar to those listed in the RFP.

Design-Build Team References

Entity	POC	Phone	Email	Project Type
EPR References				
Arundel Rivers Federation, MD	Jennifer Carr	410-224-3802	jennifer@arundelrivers.org	UT Flat Creek, MD – RSC - Design-Build with RRG
Restoration Systems (Davey Tree Company), NC	Raymond Holtz	919-334-9122	Raymond.holtz@davey.com	Heritage Harbour – NCD/Valley Restoration, MD - Design-Build with RRG
Fulton County Conservation District, PA	Scott Alexander	717-325-6090	scott@fultoncountyconservationdistrict.org	Big Cove Creek, PA, NCD – Design-Build with RRG
Fort Meade, MD	Mitch Keiler	301-741-1324	Mitchell.a.keiler2.civ@army.mil	Ft. Meade Stream Restoration, MD – RSC - Design / Bid / Build
RRG References				
Arundel Rivers Federation, MD	Jennifer Carr	410-224-3802	jennifer@arundelrivers.org	UT Flat Creek, MD – RSC - Design-Build with EPR
Town of Middletown	Bruce Carbaugh	301-371-6171	bcarbaugh@ci.middletown.md.us	Hollow Creek, MD - NCD Build
ShoreRivers	Tim Rosen	443-385-0511	trosen@shorerivers.org	Kings Creek, MD - RSC Build
Frederick Seibert & Assoc.	Keith Moore	301-791-3650	keith@fsa-md.com	Beaver Dam Creek, MD – NCD Build

EPR Project Experience

Project and Location	Type of Project	Client	Stream Length (ft)	Wetland (ac)	Procurement Type	Completion
Projects in Bold Represent Projects Completed by EPR and RRG						
Killinger Creek, PA	NCD Priority 2	Doc Fritchey TU	1,400	2	Design / Bid / Build	Design Completed 2023 and on Schedule. Construction Scheduled Fall/Winter 2024
Enola Run, PA	NCD Priority 2	East Pennsboro Township	4,385	1	Design / Bid / Build	Design Completed 2023 and delay in schedule due to permit review. Construction Scheduled Fall/Winter 2024
Tulip Farms, MD	NCD Priority 2 / Dynamic Valley	ShoreRivers	2,900	5	Design / Build	Design Complete 2022 and on Schedule. Construction Scheduled Fall/Winter 2024
UT to Church Branch, MD	TMDL - NCD Priority 1 / Valley Restoration	Frederick Soccer Club / Fredick Co. DPW	4,535	10	Design / Bid / Build	Design Complete 2021 and on Schedule. Construction Scheduled Summer/Fall 2024
Snitz Creek 3, PA	NCD Priority 2	Doc Fritchey TU	2,000	1.5	Design / Bid / Build	Design Complete 2022 and on Schedule. Construction Scheduled Fall/Winter 2024
Snitz Creek 2, PA	NCD Priority 2	Doc Fritchey TU	2,310	1.0	Design / Bid / Build	Design Complete 2022 and on Schedule. Construction Scheduled Summer/Fall 2024
Beck Creek 6, PA	NCD Priority 1	Doc Fritchey TU	2,000	5.0	Design / Bid / Build	Design Complete 2022 and on Schedule. Construction Scheduled Fall/Winter 2024
Ft. Meade Stream Restoration, MD	TMDL - RSC	U.S. Fish and Wildlife Service / Fort Meade	3,000	N/A	Design / Bid / Build	Design Complete 2022 and delay in schedule due to permit review. Construction Scheduled Summer 2024
Gross Run, PA	TMDL - NCD Priority 3	Borough of Ephrata	4,804	1	Design / Bid / Build	Design and Construction Complete 2023 and delay in schedule due to client request and permit review.
Big Cove Creek, PA	NCD Priorities 2 & 3	Franklin County Conservation District	4,000	1.0	Design / Build	Design and Construction Complete 2023 and on Schedule.
Broad Creek Valley West, MD	TMDL - - RSC and Dynamic Valley	Arundel Rivers Federation / AACO DPW	2,000	0.5	Design / Build	Design and Construction Complete 2023 and on Schedule.

**Town of Easton – Requests for Proposals Glen and West Glenwood
Stream Restoration Design-Build**



Project and Location	Type of Project	Client	Stream Length (ft)	Wetland (ac)	Procurement Type	Completion
Projects in Bold Represent Projects Completed by EPR and RRG						
East Branch Ausable River – Site 2, NY	NCD Priority 2	Ausable River Association	2,890	N/A	Design / Bid / Build	Design and Construction Complete 2023 and on Schedule.
East Branch Ausable River – Site 13, NY	NCD Priority 2	Ausable River Association	1,700	N/A	Design	Design Complete 2022 and on Schedule.
East Branch Ausable River – Site 3, NY	Stream Restoration	Ausable River Association	1,300	N/A	Design / Bid / Build	Design and Construction Complete 2021 and on Schedule.
Heritage Harbour, MD	TMDL - Dynamic Valley	Restoration Systems / AACO DPW	2,350	1.3	Design / Build	Design and Construction Complete 2021 and on Schedule.
Herrington Harbor, MD	NCD Priority 3	Arundel Rivers Federation / AACO DPW	150	0.2	Design / Build	Design and Construction Complete 2021 and on Schedule.
Piney Run, MD	TMDL - Legacy Sediment Removal and NCD Priority 2	MD State Highway Administration	4,100	9.0	Design / Bid / Build	Design and Construction Complete 2020 and on Schedule.
Bush Creek, MD	TMDL - NCD Priority 2	MD State Highway Administration	2,500	3.0	Design	Design and Construction Complete 2020 and on Schedule.
UT Flat Creek, MD	TMDL - RSC	Arundel Rivers Federation / AACO DPW	3,800	0.5	Design / Build	Design and Construction Complete 2020 and on Schedule.
Hamstead Stream Mitigation, VA	NCD Priority 2	Falling Springs, LLC	5,000		N/A	Design Complete 2019 and on Schedule.

Flat Creek at Gravelly Community RSC Stream Restoration Project



EPR/RRG Design-Build Project

Client Reference:

Arundel Rivers Federation
Ms. Jennifer Carr
Program Manager
(410) 224-3802
jennifer@arundelrivers.org

Key EPR Staff Involved:

Kevin Tweedy, PE
Emmett Perdue, PE
Tom Barrett, RF
Richard Starr

Key Points

- TMDL project
- Highly incised stream system
- 10 to 15-foot highly eroding banks
- RSC design approach
- Innovated design modification significantly reduced structures and increased pool storage
- Additional design modifications were applied to address common RSC failures

Project Completion

- Projected completed in its entirety and on schedule.

EPR was a sub-contractor to Resource Restoration Group (RRG) to lead the design development and regulatory permitting that restored approximately 3,800 linear feet of highly incised stream channel and the creation of approximately 0.5 acres of wetlands. EPR developed a design that utilized a regenerative storm conveyance (RSC) system that transitioned into a natural channel design (NCD) restoration approach in response to site conditions. This combined approach helped the project maximize potential TMDL credits received and minimize construction costs. EPR was responsible for preparing a design and assessment report, and 100% design plan set, complying with all permitting requirements, preparing construction/bid documents, and providing construction oversight.

The existing streamflow is naturally ephemeral; however, extreme downcutting of the channel bed from an advancing headcut (approximately 13 feet in height) created a lowered and incised channel that was intercepting groundwater flow to maintain perennial conditions. Upstream of the headcut, the stream was stable. However, downstream of the headcut, it was vertically and laterally unstable with 12 to 15-foot high banks and poor instream habitat. The water quality in the stream channel was adversely impacted by high iron concentrations from the naturally occurring glauconite soils, which accumulated along the streambed.

EPR conducted a design alternatives analysis where all potential design approaches (e.g., RSC, NCD, Legacy Sediment, etc.) were evaluated based on project restoration objectives, watershed and reach conditions, constraints, and restoration potential. The first phase of the design alternatives analysis identified the RSC design as the approach that best met the project restoration objectives. However, due to the severe incision and existing valley slope, a significant number of structures would be required, if the standard RSC design approach were applied. Therefore, EPR modified the design approach, by applying geomorphic principles and hydraulic calculations, to reduce the need for structures by approximately one-half, while maintaining stability. This, in turn, resulted in an increase of pool storage by approximately one-third. EPR, also modified the design approach to address common failure issues, based on observation of numerous RSC projects and RSC research studies funded through CBT Stream Restoration Research Grants.



RSC restoration implemented for Arundel Rivers Federation.

Broad Creek Valley West Dynamic Valley and RSC Stream Restoration Project



EPR/RRG Design-Build Project

Client Reference:

Arundel Rivers Federation
Ms. Jennifer Carr
Program Manager
(410) 224-3802
jennifer@arundelrivers.org

Key EPR Staff Involved:

Kevin Tweedy, PE
Chris Wilson, PE
Richard Starr
Andrew Hall

Key Points

- TMDL project
- Two design approaches: Dynamic Valley and RSC
- Addressed unmanaged watershed stormwater flows
- Innovated design modification significantly reduced structures and increased pool storage
- Modified standard RSC design approach to address common RSC failures
- Minimized tree removal

Project Completion

- Projected completed in its entirety and on schedule.

EPR was a sub-contractor to Resource Restoration Group (RRG) to lead the design development and regulatory permitting that restored approximately 2,000 linear feet of highly incised stream channel and the creation of approximately 0.5 acres of wetlands. EPR developed a design that utilized two design approaches: dynamic valley and regenerative storm conveyance (RSC) in response to varying site conditions. EPR was responsible for preparing a design and assessment report, and 100% design plan set, complying with all permitting requirements, preparing construction/bid documents, and providing construction oversight.

The project is located within a suburban watershed with a drainage area of approximately 64 acres. The watershed is defined by two distinct valley types: a moderately steep and confined valley with limited flood prone areas in the upper third of the watershed, and a moderately unconfined valley with well-developed floodplains, gently sloped valley floors in the middle and lower portions of the watershed. The primary causes of the stream instability are severe head cuts that have and are still advancing upstream and increased storm flow runoff associated with development. The stream instability has resulted in floodplain disconnection, eroding streambanks, and degraded instream habitats. The floodplain within the project area, however, does contain a mature forest stand and highly functioning wetlands throughout.

The project goals of the stream restoration project are to enhance stream and floodplain habitat, reduce sediment, nitrogen, and phosphorus loads, increase flood flow storage and attenuation, and provide stable conveyance of flows through the mainstem. For the confined valley area of the project, an RSC design was applied. It consists of constructed pools and cobble weirs. The cobble weirs, with rock sills, are tied in with the existing top of banks to maximize storage and attenuation opportunities. Large Woody Debris (LWD) was placed in each pool to provide habitat and promote organic processing along the severely eroding streambanks. For the unconfined valley area, a dynamic valley stream restoration design approach was applied. The streambed was raised to reconnect to the existing floodplain and valley grade control structures, consisting of a rock material, from valley toe to valley toe, were used to prevent potential future floodplain degradation. The existing channel was plugged using wood grade control/plug structures at an elevation that will provide floodplain access at flows slightly larger than base flow conditions. Lastly, a planting plan, consisting of native species was installed to increase species diversity and density.



Dynamic Valley Restoration



RSC Restoration

Heritage Harbour Stream Restoration Project Anne Arundel County, MD



ECOSYSTEM
PLANNING &
RESTORATION

EPR/RRG Design-Build Project

Ultimate Client:

Anne Arundel County, Dept of
Public Works

Prime Client Reference:

Mr Raymond Holtz
Restoration Systems
Project Manager
(919) 334-9122
raymond.holtz@davey.com

KEY POINTS

- TMDL project for AACO
- Valley/floodplain design approach
- Create base flow channel
- Reconnect floodplain with 1-yr storm events or less
- Increase floodplain storage and attenuation.
- Improve instream habitat
- Create floodplain wetlands

EPR TEAM

- Chris Wilson, P.E.
- Rich Starr, Sr. Water Resources Scientist
- Andrew Hall, Env. Scientist
- Erin Knauer, Env. Scientist

Project Completion

- Projected completed in its entirety and on schedule.

EPR and RRG was contracted by Restoration Systems to design, permit, construction, and monitor approximately 2,350 linear feet of two unnamed tributaries to the South River in Anne Arundel County, MD. The projects were funded by Anne Arundel County Department of Public works as full-delivery projects to meet MS4 TMDL reduction requirements. The project reaches are experiencing extensive headcutting that is advancing upstream, which is resulting in disconnected floodplains, active bank erosion, poor instream habitat, and degraded water quality. The floodplain within the project area, however, does contain a mature forest stand and highly functioning wetlands throughout. The project goals are to enhance stream and floodplain habitat, reduce sediment and nutrient inputs to receiving waters, increase flood flow storage and attenuation, and provide stable conveyance to downstream resources.

A valley/floodplain design approach was used to develop restoration designs. This approach involves creating a base flow channel and reconnecting the stream to the existing floodplain to produce a high frequency, high duration and large extent of surface water and groundwater exchange between the channel and floodplain and to promote retention of organic matter, sediment, nutrients and water within the channel and floodplain. The ultimate condition is to have a stream/wetland mosaic evolve over time. The project was implemented by using primarily wood valley and stream grade control structures. Location of these structures were determined based on hydraulic two-dimensional modelling. Shallow floodplain depressional areas were created and large wood was placed throughout the floodplain to enhance floodplain storage and floodplain habitat complexity. Lastly, a robust planting plan was installed to ensure a palustrine forested wetland establishes.

EPR was responsible for characterizing watershed conditions, conducting stream function-based assessments, rapid biological assessments, conducting BANCS assessments, analyzing proposed design stability, calculating TMDL reduction credits (CBP Protocols 1, 2, and 3), preparing an assessment and design report, developing construction-ready design plan sets and quantities, sealing final plans, providing construction services, and conducting performance-based monitoring. EPR was also responsible for ensuring that wetlands, waters of the U.S., and forest stands were delineated and 404/401 and local permits were obtained.



Valley/Floodplain stream restoration for Anne Arundel County, MD

Big Cove Stream Restoration Project McConnellsburg, PA



ECOSYSTEM
PLANNING &
RESTORATION

EPR/RRG Design-Build Project

Ultimate Client:
PADEP

Prime Client Reference:
Mr Scott Alexander
FFCD
(717) 325-6090
scott@fultoncounty
conservationdistrict.org

Key EPR Staff Involved:
Rich Starr, Sr. Water
Resources Scientist, V.P.
Chris Wilson, P.E.
Andrew Hall, Env. Scientist
Erin Knauer, Env. Scientist

Key Points

- Rosgen Natural Channel Design Priorities 2 & 3
- Improved cold-water trout instream habitat
- Minimal impacts to existing natural resources
- TN, TP, and TSS reductions

Project Completion

- Projected completed in its entirety and on schedule.

EPR and RRG were contracted by Fulton County Conservation District (FCCD) to develop stream restoration designs, obtain permits, construct the project for three sites along Big Cove Creek mainstem in Fulton County, PA, totaling approximately 4,000 LF. The Upper Big Cove Creek watershed is 38 square miles, which represent a significant source of nutrient and sediment pollution to the Chesapeake Bay, due primarily to agricultural impairments and unstable stream channels. The project goals are to provide stable flow conveyance to downstream resources, maximize reduction of nutrient and sediment loads, increase flood flow storage and attenuation, and maximize ecological uplift, and minimize impacts to existing natural resources. Implementation of the proposed project will provide significant ecological uplift and benefits through floodplain connection, reduced sediment loads, increased aquatic habitat diversity, improve organic processing, and increase nutrient uptake. Collectively, the restoration activities will provide food, cover, and nesting habitat for a wide range of aquatic, amphibian, reptile, avian, and mammal wildlife species.

The proposed restoration activities for the three sites involve using Rosgen Natural Channel Design Priorities 2 and 3 (P2 & P3). A P2 consists of channel planform and profile realignment and floodplain excavation to increase its width on both banks. A P3 consists of maintaining the existing channel alignment, with some minor adjustments, and excavating floodplain benches on both sides of the channel. Both approaches use vertical and lateral instream structures including, log vanes, rock cross vanes, j-hooks, constructed riffles, rock sills, and rootwads/toewood, and installing a riparian buffer.



NCD P2 floodplain reconnection and channel realignment, PA.

Bush Creek Stream Restoration Project New Market, MD



Client Reference:

Ecotone, INC
Mr Scott McGill
Principal
(410) 420-2600
smcgill@ecotoneinc.com

Key EPR Staff Involved:

Kevin Tweedy, PE
Emmett Perdue, PE
Richard Starr

Key Points

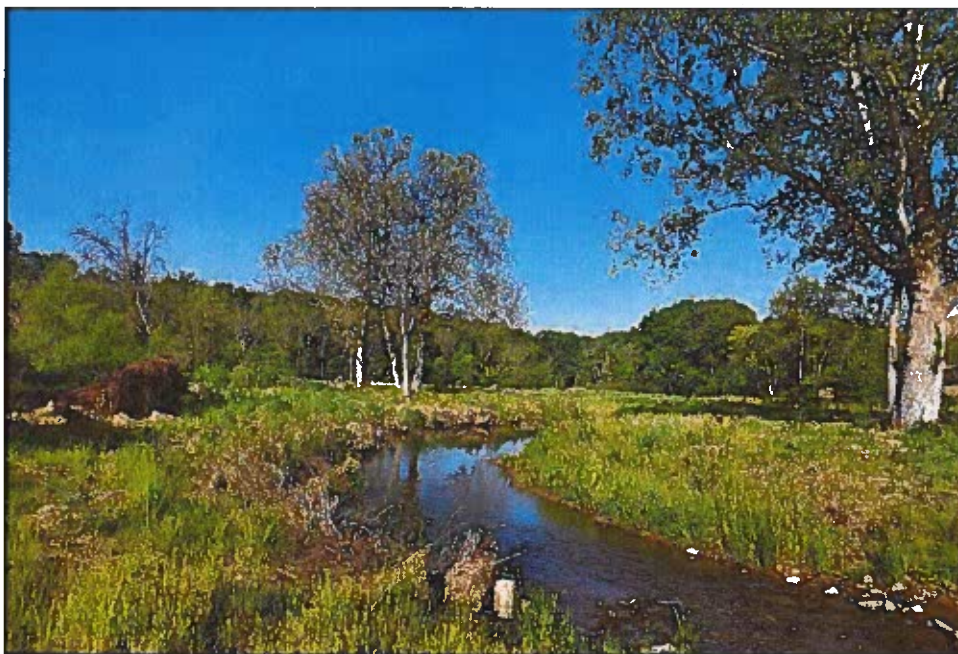
- TMDL project for MD SHA
- Modified NCD/Valley Restoration design approach
- Floodplain accessed frequently (1-yr storm event)
- Wide-spread use of large wood
- Riffles consist of a range of rock sizes and large wood
- Extensive creation of floodplain wetlands

Project Completion

- Projected completed in its entirety and on schedule.

Ecosystem Planning and Restoration (EPR) was contracted by Ecotone, Inc. (Ecotone) to develop 100% stream restoration design plans for Bush Creek. The project was constructed by Ecotone. The project goals were to improve water quality through sediment and nutrient reduction, and create native riparian habitat for mammal, reptile, amphibian, and avian species. EPR was responsible for conducting watershed and reach level geomorphic assessment, hydrologic and hydraulic modeling, stability analyses, and sediment transport analyses; develop a construction ready plan set and design development technical report; and obtain local permits. The Bush Creek project reach is approximately 2,790 linear feet in length and has a drainage area of approximately 7.66 mi². Bush Creek, was disconnected from its floodplain and exhibiting signs of accelerated bed and bank erosion, lateral migration, and mid-channel bar formation.

EPR used a modified Natural Channel Design (NCD) Priority Level 1 and valley restoration design approach to restore a Rosgen C4 stream type for Bush Creek. A Rosgen C4 stream type is a meandering stream that dissipates energy through meandering across a broad floodplain. The channel was sized to maximize frequent floodplain access and inundation (e.g., less than a bankfull event). The floodplain elevation was lowered, and a new stable channel was created. The areas of the existing channel not used as part of the restored channel remained partially open, thus providing vernal pools as additional back water habitat for fish and amphibians. Large woody material was used in the meander bends to provide lateral stability and in riffle areas to provide vertical stability and habitat complexity. The floodplain width was extended to the limits of the valley floor to maximize flood flow attenuation and storage. The newly created floodplain consisted of wetland areas, vernal pools, and riparian habitats and planted with riparian and wetland species.



Modified NCD/Valley restoration implemented for Ecotone, LLC.

Fort George G. Meade RSC Stream Restoration Project



ECOSYSTEM
PLANNING &
RESTORATION

Ultimate Client:

Fort George G. Meade
Mr. Mitch Keiler
Stormwater Program
301-741-1324
mitchell.a.keiler2.civ@mail.mil

Client Reference:

US Fish and Wildlife Service
Mr. Mark Secrist
Program Manager
(410) 573-4551
mark_secrist@fws.gov

Key EPR Staff Involved:

Kevin Tweedy, PE
Chris Wilson, PE
Richard Starr
Andrew Hall

Key Points

- TMDL project
- RSC design approach
- Innovated design modification significantly reduced structures and increased pool storage
- Additional design modifications were applied to address common RSC failures
- Proposed grading based on existing site conditions which will result in a more natural-looking stream
- Extensive use of large wood to increase natural appearance of stream

Project Completion

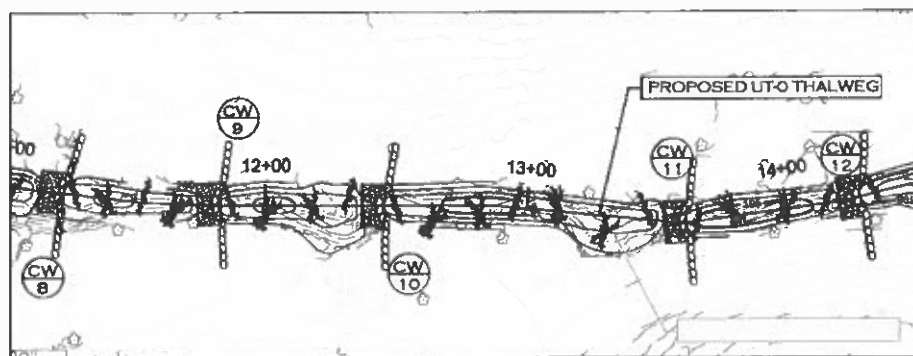
- Projected design completed in its entirety and on schedule, but delay in construction due to permit review.

EPR is under contract with the U.S. Fish and Wildlife Service to develop a construction-ready design plan set for two unnamed tributaries, totaling approximately 3,000 feet, on Fort George G. Meade, Laurel, Maryland. EPR developed a design that utilized a regenerative storm conveyance (RSC) system that transitioned into a natural channel design (NCD) restoration approach in response to site conditions. This combined approach was determined to help the project maximize potential TMDL credits received and minimize construction costs. EPR was responsible for conducting wetland and forest stand delineations, geomorphic assessments, 100% design plan set, preparing a design report and documents to comply with all permitting requirements, construction quantities, and preparing construction/bid documents. EPR will be providing construction services when project is constructed.

The existing streamflow is primarily intermittent for Site 1 and all ephemeral for Site 2. Both sites have active headcuts, averaging between 4 and 6 feet, and highly eroding banks, averaging between 5 and 10 feet. The upstream of Site 1 has branched out into several reaches, with each reach containing a headcut. As a result, there is a significant supply of sediment entering the stream system. Upstream of the project sites little to no stormwater runoff control.



EPR conducted a design alternatives analysis where all potential design approaches (e.g., RSC, NCD, Legacy Sediment, etc.) were evaluated based on project restoration objectives, watershed and reach conditions, constraints, and restoration potential. While several design approaches would stabilize the sites, an RSC design was ultimately selected as the preferred plan because it best met the stormwater runoff control design goal. To reduce construction costs, EPR modified the design approach, by applying geomorphic principles and hydraulic calculations, to reduce the need for structures by approximately one-half, while maintaining stability. This, in turn, resulted in an increase in pool storage by approximately one-third. EPR further modified the design approach to address common RSC failure issues, based on the observation of numerous RSC projects and RSC research studies. The project is anticipated to be constructed in fall/winter 2020.



RSC design by EPR

RRG Project Experience

Project and Location	Type of Project	Client	Stream Length (ft)	Wetland (ac)	Procurement Type	Completion
Projects in Bold Represent Projects Completed by EPR and RRG						
Broad Creek Valley West, MD	RSC and Dynamic Valley	Arundel Rivers Federation	2,000	0.5	Design / Build	2023 Completed and on Schedule
Big Cove Creek, PA	NCD Priority 2 & 3	Fulton County Conservation District	4,000	2	Design / Build	Construction Completed 8/1/23 and on Schedule
Schillinger Farm Wetland Creation, MD	Wetland Creation	ShoreRivers	0	7	Build	Completed 5/1/23 and on Schedule
Foster Farm Stream Restoration	RSC	ShoreRivers	4,385	1	Build	Completed 7/27/22 and on Schedule
Tulip Farms, MD	NCD Priority 2 / Dynamic Valley	ShoreRivers	2,900	5	Design / Build	Design Complete 2022 Construction Scheduled Fall/Winter 2024
Hunt Club Estates Stream Restoration, MD	NCD Priority 2 & 3	Charles County, MD DPW	1,700	0	Build	Completed 4/1/22 and on Schedule
UT to Church Branch, MD	NCD Priority 1 / Valley Restoration	Frederick Soccer Club	4,535	10	Design / Bid / Build	Design Complete 2021 Construction Scheduled Summer/Fall 2024
Stream Restoration for Beaver Dam Creek, MD	NCD Priority 2	Frederick, Seibert & Assoc. / MD DNR	1,070	0.35	Design / Build	Completed 11/24/21 and on Schedule
South River – Broad Creek Stormwater Outfall Retrofit, MD	RSC / Valley Restoration	Arundel Rivers / Anne Arundel County WPRP	1,295	1.0	Build	Completed 11/18/21 and on Schedule
Sears Farm Wetland Creation, MD	Wetland Creation	ShoreRivers	0	4.0+	Build	Completed 6/16/21 and on Schedule
Heritage Harbour, MD	Dynamic Valley	Restoration Systems	2,350	1.3	Design / Build	Completed 4/6/21 and on Schedule
Herrington Harbour, MD	NCD Priority 3	Arundel Rivers Federation	150	0.2	Design / Build	Completed 2/15/21 and on Schedule
New Market Fire Pont Step-Pool Stream Conveyance, MD	RSC	Town of New Market	300	0.4	Build	Completed 9/28/2020 and on Schedule

**Town of Easton – Requests for Proposals Glen and West Glenwood
Stream Restoration Design-Build**



Project and Location	Type of Project	Client	Stream Length (ft)	Wetland (ac)	Procurement Type	Completion
Projects in Bold Represent Projects Completed by EPR and RRG						
UT Flat Creek, MD	RSC	Arundel Rivers Federation	3,800	0.5	Design / Build	2020 and on Schedule

Detailed Work Example

Beaver Dam Creek Stream Restoration, Union Bridge, MD



Client Reference:

Frederick Seibert & Assoc.
Mr. Keith Moore
Chief Engineer
301-791-3650

Key RRG Staff Involved:

Ben Hutzell, PM
Justin Hutzell,
Superintendent
Curtis Barnard, Foreman

Key Points

- 1,100 LF of natural channel design.
- Innovative treatment of impervious runoff from residential community in a severely degraded stream system.
- Stabilized and enhance existing wetland.
- Used no-till native drill to reestablish wetland species diversity and composition.

In the Fall of 2021, RRG completed the construction of approximately 1,100 linear feet of Natural Channel Design (NCD) to restore a significantly incised stream channel in Union Bridge, MD. The restoration achieved the project design goals of stabilizing and enhancing significant stream habitats; assisting with the treatment and sequestration of nitrogen, phosphorus, and sediments, providing stable conveyance from the restored area into downstream reaches and creating a significant buffer to treat runoff from adjacent agriculture fields. A NCD approach was applied to this project. Restoration activities included such structures as log vanes, toe wood, rock cross vanes, rock j-hooks, bio-engineering and boulder clusters as well as complete channel realignment.



Detailed Work Example

UT Flat Creek Stream Restoration



Client Reference:

Arundel Rivers
Federation
Ms. Jennifer Carr
Director of
Restoration
410-224-3802

Key RRG Staff

Involved: Ben
Hutzell, PM
Justin Hutzell,
Superintendent
Logan Fischer,
Foreman

Key Points

- 3,700 LF of regenerative stream conveyance and natural channel design.
- Innovative treatment impervious runoff from residential community in a severely degraded gully system
- Completed channel work in less than 8 months.

In June of 2020, RRG completed the construction of approximately 3,700 linear feet of Regenerative Stream Conveyance (RSC) design and Natural Channel Design (NCD) approaches to restore a significantly incised gully in Davidsonville, MD. The restoration achieved the project design goals of creating and enhancing significant non-tidal wetland and stream habitats; detaining and slowing runoff through the site; assisting with the treatment and sequestration of nitrogen, phosphorus, and sediments; and providing stable conveyance from the restored area into downstream reaches. A RSC design was implemented in areas where the stream was confined within highly entrenched and gullied conditions, which represented most the project area. A NCD approach was applied to the downstream end of the project, approximately 100 feet in length, where the valley opens and becomes wider. Restoration activities included such structures as log vanes, rock cross vanes, log rollers, cobble weirs, bio-engineering and rock cascades.



Detailed Work Example

Hollow Creek Stream Restoration, Middletown, MD



Client Reference:

Town of Middletown
Mr. Bruce Carbaugh
Town Engineer
301-371-6171

Key RRG Staff Involved:

Ben Hutzell, PM
Justin Hutzell,
Superintendent
Rich Derr, Foreman

Key Points

- 460 LF of natural channel design.
- Innovative treatment of impervious runoff from residential community in a severely degraded stream system.
- Installed prefabricated ConTech archspan culvert for Town to access well field.

In the Fall of 2017, RRG completed the construction of approximately 460 linear feet of Natural Channel Design (NCD) to restore a significantly incised stream channel in Middletown, MD. The restoration achieved the project design goals of stabilizing and enhancing significant stream habitats; assisting with the treatment and sequestration of nitrogen, phosphorus, and sediments, providing stable conveyance from the restored area into downstream reaches and providing access to the Town's well field via a fish friendly arch span culvert crossing. A NCD approach was applied to this project. Restoration activities included such structures as log vanes, rock cross vanes, rock j-hooks, bio-engineering and boulder clusters.



Detailed Work Example

Kings Creek Trib. Regenerative Stream Conveyance, Easton, MD

**Client Reference:**

ShoreRivers
Mr. Timothy Rosen
Director of Restoration
443-385-0511

Key RRG Staff Involved:

Ben Hutzell, PM
Justin Hutzell,
Superintendent
Jim Wright, Foreman

Key Points

- 1,500 LF of regenerative stream conveyance, natural channel design and 2-stage wetland.
- Innovative treatment of agricultural runoff to tidal waters
- Completed channel work in less than 5 months.

In 2017, RRG undertook the design / build project in Easton, MD to address the excess agricultural run-off in a 16 foot deep gully by designing a combination of innovative water infiltration practices that simultaneously treated water while safely conveying. A Regenerative Stormwater Conveyance (RSC) design was implemented throughout the existing ditch and gully area and a 2-stage wetland ditch was installed in the field upstream of the gully.

By expanding the area of the ditch upstream of the gully, and installing small in-channel grade control weirs, it was also possible to increase attenuation and infiltration as well as reduce the energy of damaging stormflows to the gully downstream. RRG also installed an NRCS approved water control structure within the 2-stage wetland to allow the landowner to modify water levels throughout the year. This innovative modification allowed the project area to have desirable habitat for waterfowl species as well as give the ability to “drown” invasive species such as Phragmites if it were to develop.

A dense grassed buffer was also planted around the restored ditch segment and 2-stage wetland to ensure soil stability and increase nutrient removal and uptake from adjacent agricultural fields.



TAB F – PROPOSED PROJECT SCHEDULE

The Design-Build Team has developed an 18-month schedule for design and construction. Assessment and design work will begin on April 30, 2024, and construction will be completed by December 31, 2025. The timeline recognizes appropriate periods for client review, regulatory review, public comment, and stream closures. The Design-Build Team believes that this timeline is achievable, even given the Use I closure period between March 1 and June 15. However, there may be things outside of the Team's control that could extend the project schedule, such as lengthy regulatory review and public comment and extreme weather. The Team recognizes that for each and every day that the Team is default in completing the Contract, liquidated damages will occur at \$500.00 per calendar day. The Design-Build Team is committed to commencing work immediately upon an executed contract.

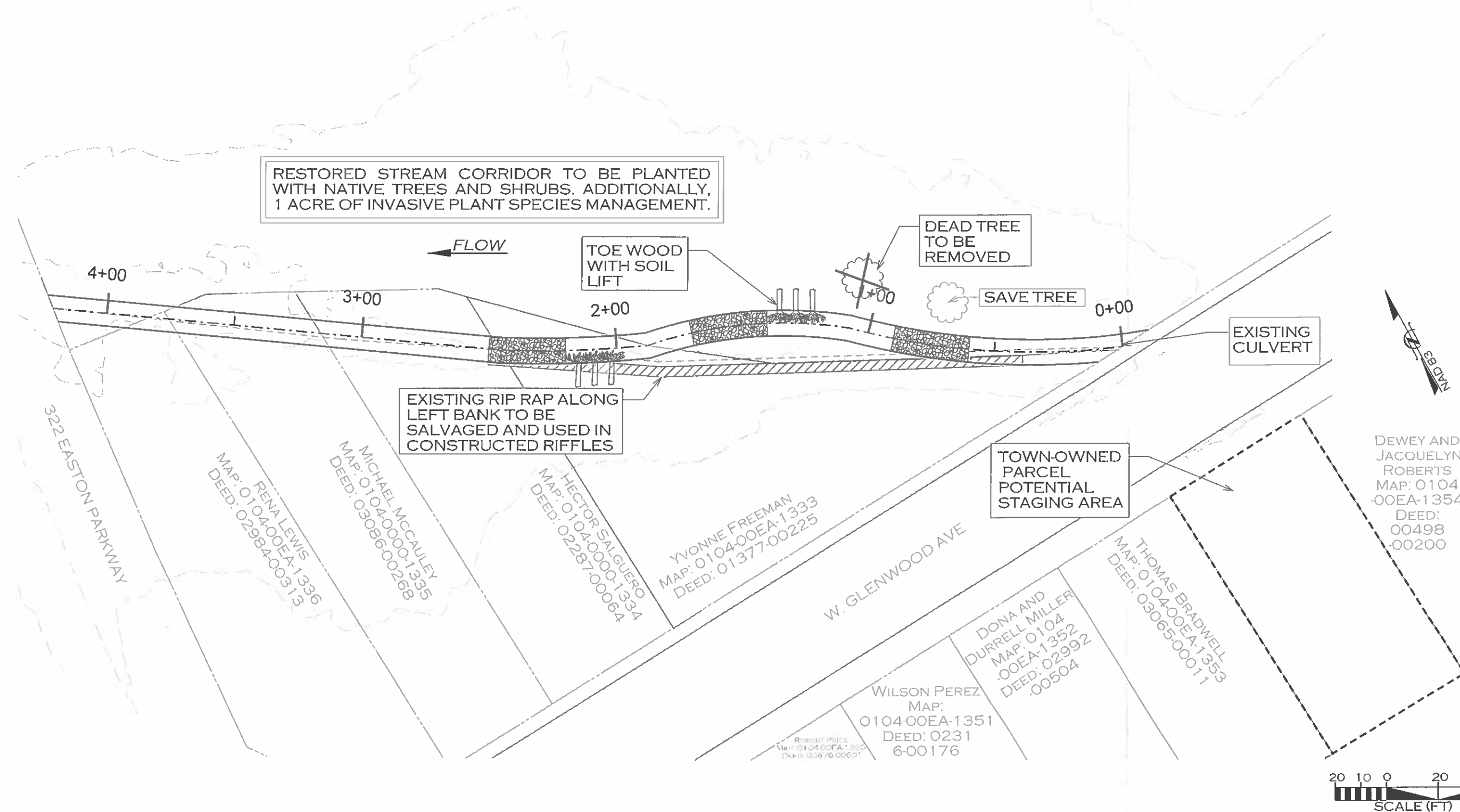
The Design-Build team will conduct monthly progress meetings with the designated Town of Easton staff and provide monthly progress reports. If needed, additional meetings, on a more frequent basis, will occur to assure proper progress and performance of work. Meetings will be attended by all appropriate Design-Build team members (e.g., Owner, Engineer, subcontractors, suppliers, etc.).

Proposed Project Schedule			
Project Milestone	Tasks	Months from NTP April 30, 2024	Est. Completion Date
Baseline Survey and Assessment	- Topographic Survey and Basemap - Watershed Assessment - Reach Level Geomorphic Assessments & Resource Inventory - Hydrology and Hydraulic Modeling - Wetland and Forest Stand Delineation Reports	1	05-31-2024
Concept Plan Development and Joint Permit Pre-Application Site Visit	- Concept plan development and Town meeting - Site visit with agency members associated with 404 and 401 permitting; at a minimum, USACE and MDE	2	06-28-2024
Design Development Permit Applications	- Complete design plans and permit applications for construction	8	12-06-2024

Proposed Project Schedule			
Project Milestone	Tasks	Months from NTP April 30, 2024	Est. Completion Date
Obtain Permits	Including but not limited to: - MDE & USACE joint Section 401 and 404 permits; - NPDES NOI permit; - Talbot County Grading permit; - USFWS and MDNR presence of Rare, Threatened and Endangered Species;	14	06-27-2025
Construction West Glenwood	- Construct the Project to the Design and Permit requirements - Monitor implementation strategies and sequences	17	10-03-2025
Construction Glenwood	- Construct the Project to the Design and Permit requirements - Monitor implementation strategies and sequences	17	10-03-2025
As-built Survey and Certificate of Credits	- Conduct project close-out with regulatory agencies - County inspection and approval	19	11-07-2025
Yrs. 1 - 3 Monitoring	- Conduct 3 years of monitoring and provide the required monitoring report by December of each monitoring year as required by all permits & TMDL monitoring requirements.	--	12-2026 to 12-2029

TAB G – CONCEPTUAL PLANS

TALBOT CO. BOARD OF EDUCATION
 MAP: 0104-0000-1332
 DEED: 02984-00307



3/19/2024
 L:\Pursuits\PURSUIT_0063_GLENWOOD AND WEST GLENWOOD STREAM RESTORATION DESIGN\BUILD_EASTON\CADD\PLANS\GLENWOOD\GW_EXCOND.DGN

REVISIONS				
NO.	DESCRIPTION	ENGR.	APPROV.	DATE
1	CONCEPTUAL PLANS	MH	CW	

14 SOUTH HARRISON STREET, PO BOX 520, EASTON MD 21601

PREPARED FOR:

GLENWOOD STREAM RESTORATION CONCEPTUAL PLANS TALBOT COUNTY, MD

PREPARED IN THE OFFICE OF:

ECOSYSTEM PLANNING & RESTORATION
 8808 CENTRE PARK DR., SUITE 205
 COLUMBIA, MD 21045
 LICENSE # 49330

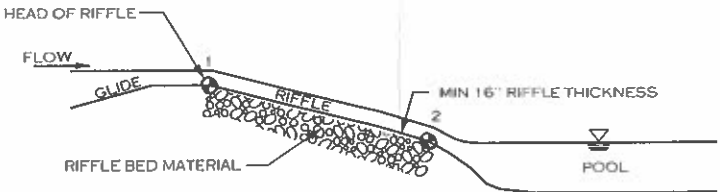
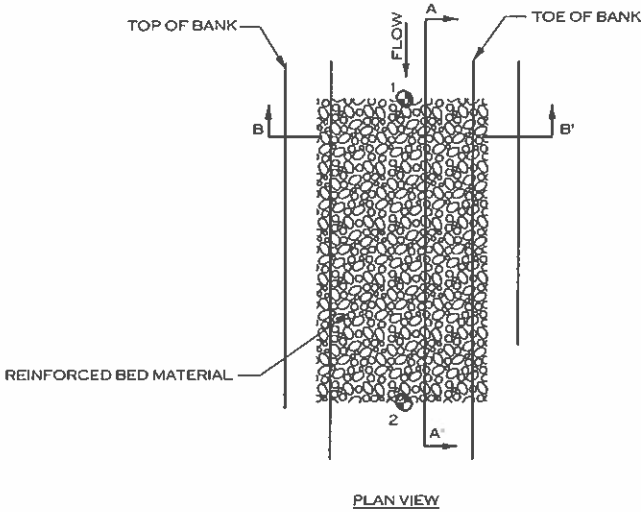
PROJECT ENGINEER

PROGRESS DRAWING FOR REVIEW PURPOSES ONLY
 DO NOT USE FOR CONSTRUCTION

CONSTRUCTED RIFFLE STRUCTURE

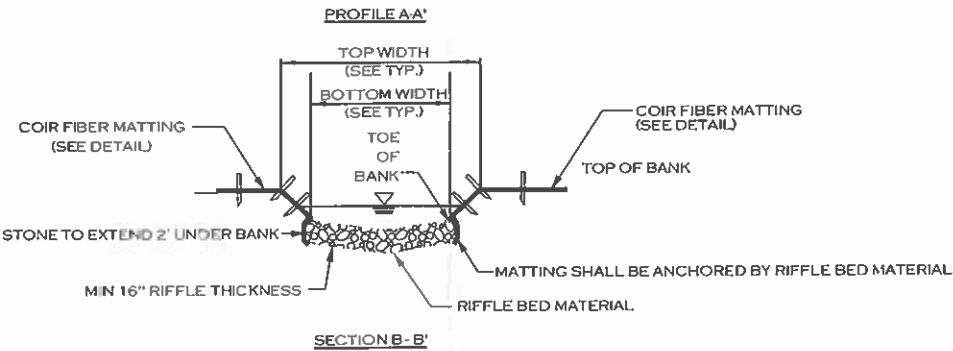
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DETAILS



⊙ - ELEVATION POINT (SEE STRUCTURE TABLE)

CONSTRUCTED RIFFLE STRUCTURE SPECIFICATIONS	
MATERIALS:	SPECIFICATIONS:
REINFORCED BED MATERIAL	SIZING TO BE DETERMINED



3/18/2024
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AHM

REVISIONS				
NO.	DESCRIPTION	ENGR.	APPROV	DATE
1	CONCEPTUAL PLANS	MH	CW	

PREPARED FOR:


14 SOUTH HARRISON STREET, PO BOX 520,
EASTON MD 21601

GLENWOOD
STREAM RESTORATION
CONCEPTUAL PLAN
TALBOT COUNTY, MD

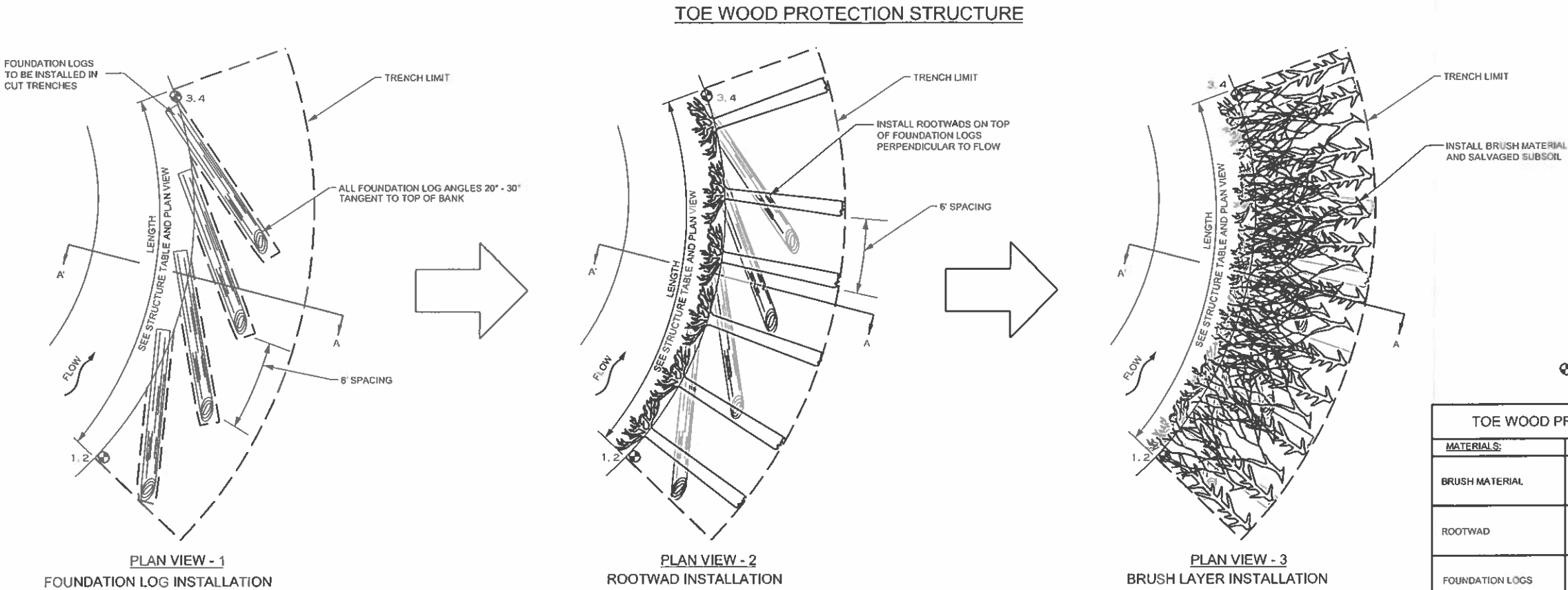
PREPARED IN THE OFFICE OF:

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8808 CENTRE PARK DR., SUITE 205
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LICENSE # 49330

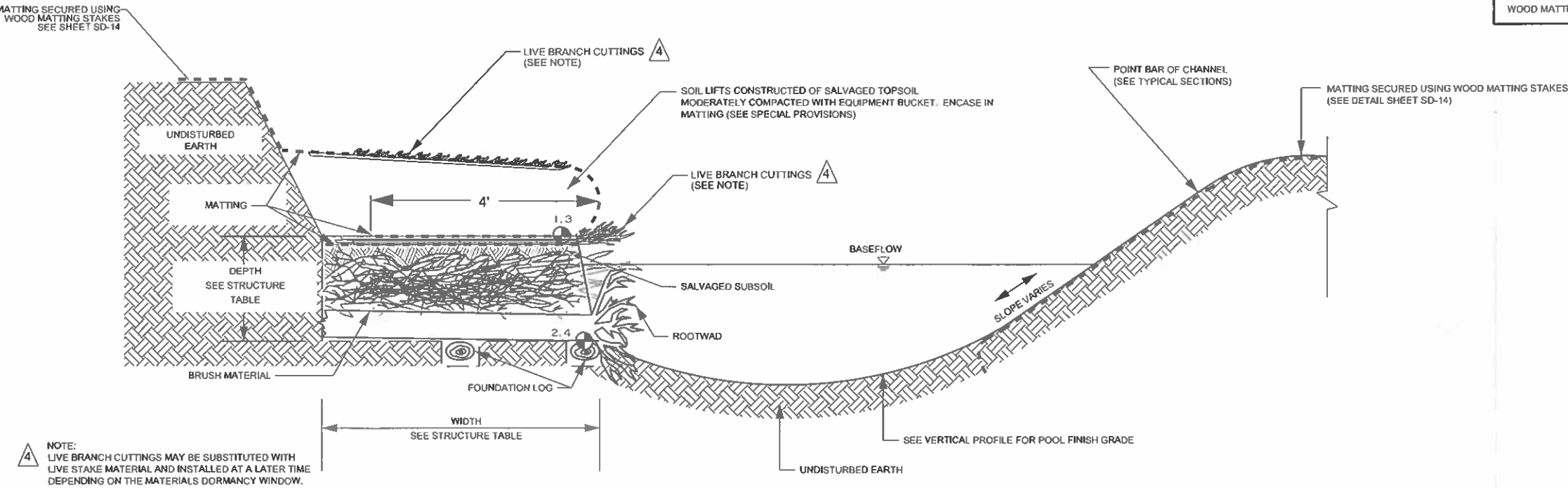
PROJECT ENGINEER

PROGRESS DRAWING
FOR REVIEW PURPOSES ONLY
DO NOT USE FOR CONSTRUCTION

DETAILS



TOE WOOD PROTECTION STRUCTURE SPECIFICATIONS	
MATERIALS:	SPECIFICATIONS:
BRUSH MATERIAL	TYPE: TO BE DETERMINED SIZE: TO BE DETERMINED
ROOTWAD	TYPE: TO BE DETERMINED SIZE: TO BE DETERMINED
FOUNDATION LOGS	TYPE: TO BE DETERMINED SIZE: TO BE DETERMINED
MATTING	TYPE: TO BE DETERMINED
LIVE BRANCH CUTTINGS	TYPE: TO BE DETERMINED SIZE: TO BE DETERMINED
WOOD MATTING STAKES	TYPE: TO BE DETERMINED SIZE: TO BE DETERMINED



REVISIONS				
NO.	DESCRIPTION	ENGR.	APPROV.	DATE
1	CONCEPTUAL PLANS	MH	CW	

PREPARED FOR:

14 SOUTH HARRISON STREET, PO BOX 520,
EASTON MD 21601

GLENWOOD
STREAM RESTORATION
CONCEPTUAL PLAN
TALBOT COUNTY, MD

PREPARED IN THE OFFICE OF:

ECOSYSTEM
PLANNING &
RESTORATION

8808 CENTRE PARK DR., SUITE 205
COLUMBIA, MD 21045
LICENSE # 49330

PROJECT ENGINEER

PROGRESS DRAWING
FOR REVIEW PURPOSES ONLY
DO NOT USE FOR CONSTRUCTION

3/18/2024 L:\PURSUIT63_PURSUIT_0063_GLENWOOD AND WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD_EASTON\CADD\PLANS\GLENWOOD\DTL\DTL.TGN

EXISTING CONDITIONS



PHOTO 1. EXTREME INCISION IMMEDIATELY DOWNSTREAM OF PIPE. INCISION IS LIKELY DUE TO SHEET RUNOFF FROM SURROUNDING IMPERVIOUS SURFACES.



PHOTO 2. EXISTING STREAM STRAIGHTENED TO BE PARALLEL TO NEARBY RESIDENCES. INVASIVES COVERING THE UNDERSTORY AND VINES CHOKING OUT NATIVE TREES.

PROPOSED CONDITIONS (EXAMPLE PROJECT)



PHOTO 1. EXAMPLE PROJECT WITH STABLE RIFFLE POOL PLANFORM SHOWCASING A STABLE ENTRENCHMENT RATIO WITH NO VISIBLE INCISION.



PHOTO 2. EXAMPLE PROJECT SHOWS STREAM COEXISTING WITH NEARBY RESIDENCE. VIEW UPSTREAM OF CONSTRUCTED RIFFLE.

3/18/2024
K:\Pursuits\Pursuit_0063_Glenwood and West Glenwood Stream Restoration Design\Build-Easton\CADD\PLANS\Glenwood\GW_Photos1.dgn

REVISIONS				
NO.	DESCRIPTION	ENGR.	APPROV.	DATE
1	CONCEPTUAL PLANS	MH	CW	

PREPARED FOR:


14 SOUTH HARRISON STREET, PO BOX 520,
EASTON MD 21601

GLENWOOD
STREAM RESTORATION
CONCEPTUAL PLAN
TALBOT COUNTY, MD

PREPARED IN THE OFFICE OF:


ECOSYSTEM
PLANNING &
RESTORATION
8808 CENTRE PARK DR., SUITE 205
COLUMBIA, MD 21045
LICENSE # 49330

PROJECT ENGINEER

PROGRESS DRAWING
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EXISTING CONDITIONS



PHOTO 3. STREAM IS STRAIGHTENED AT CULVERT (PHOTO 2) AND FLOODPLAIN IS NONEXISTENT DUE TO ROAD CONSTRAINTS.

PROPOSED CONDITIONS (EXAMPLE PROJECT)



PHOTO 3. EXAMPLE PROJECT DISPLAYING A BANKFULL BENCH AND CONSTRUCTED RIFFLE.



PHOTO 4. ROAD CULVERT AT DOWNSTREAM EXTENT IS PROVIDING BACKWATER.



PHOTO 4. FINISHED RESTORATION SHOWS BROAD FLOODPLAIN WITH NATIVE VEGETATION, VIEW OF WOODY RIFFLE.

3/18/2024
PURSUIT63
GLENWOOD AND WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD-EASTON\CADD\PLANS\GLENWOOD\GW_PHOTOS2.DGN

REVISIONS				
NO.	DESCRIPTION	ENGR.	APPROV.	DATE
1	CONCEPTUAL PLANS	MH	CW	

PREPARED FOR:


14 SOUTH HARRISON STREET, PO Box 520.
EASTON MD 21601

GLENWOOD
STREAM RESTORATION
CONCEPTUAL PLAN
TALBOT COUNTY, MD

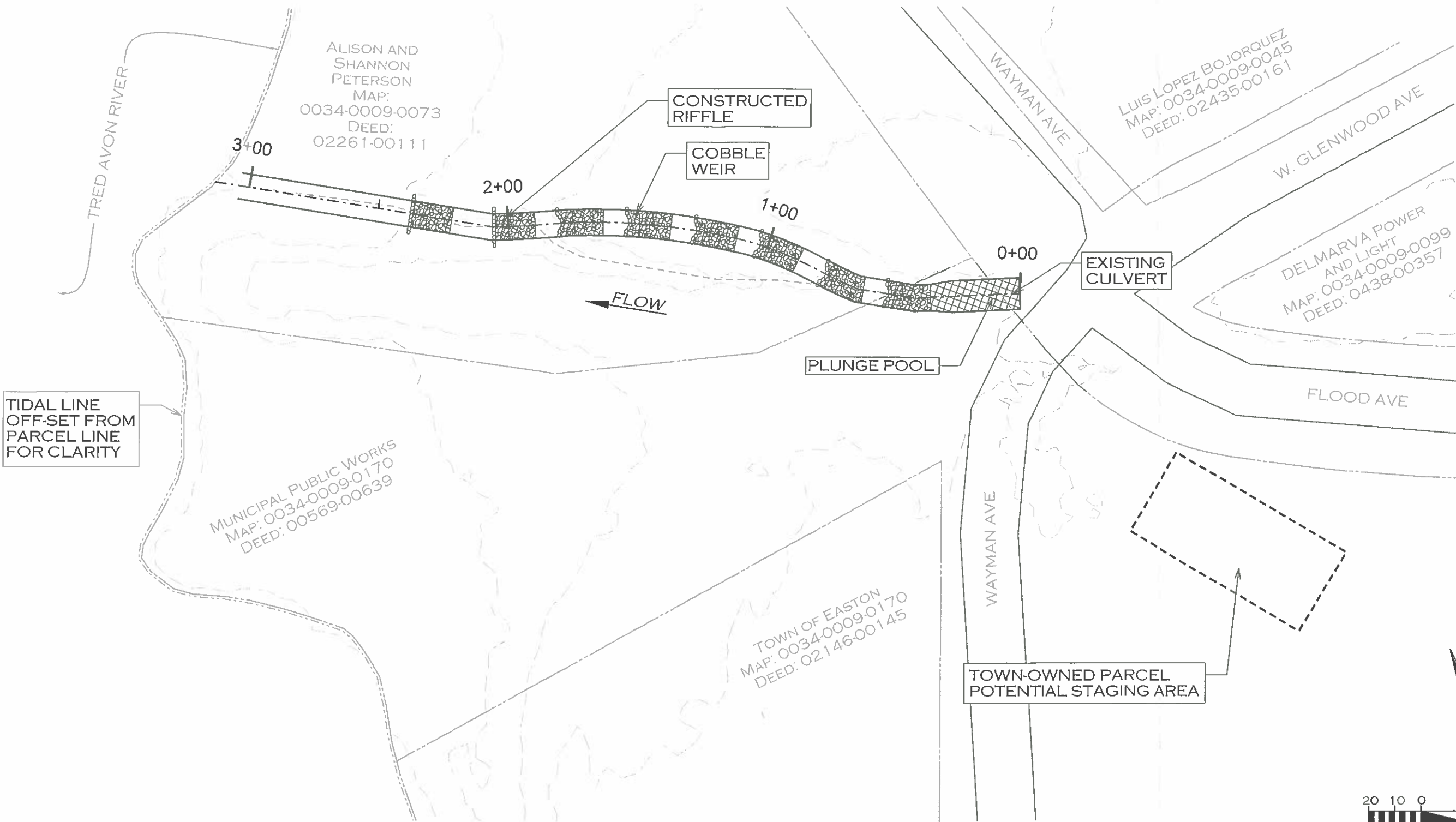
PREPARED IN THE OFFICE OF:


ECOSYSTEM
PLANNING &
RESTORATION
8808 CENTRE PARK DR., SUITE 205
COLUMBIA, MD 21045
LICENSE # 49330

PROJECT ENGINEER

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RESTORED STREAM CORRIDOR TO BE PLANTED WITH NATIVE HERBACEOUS AND SHRUB SPECIES. TREES NOT PROPOSED DUE TO POWER LINE RIGHT OF WAY.



REVISIONS				
NO.	DESCRIPTION	ENGR.	APPROV	DATE
1	CONCEPTUAL PLANS	MH	CW	

PREPARED FOR:

14 SOUTH HARRISON STREET, PO
BOX 520, EASTON MD 21601

WEST GLENWOOD

STREAM RESTORATION

CONCEPTUAL PLANS

TALBOT COUNTY, MD

PREPARED IN THE OFFICE OF:

ECOSYSTEM
PLANNING &
RESTORATION

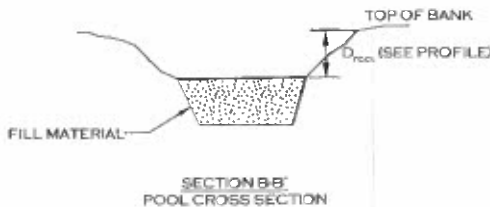
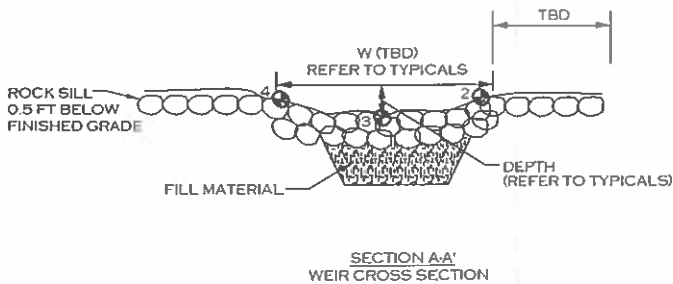
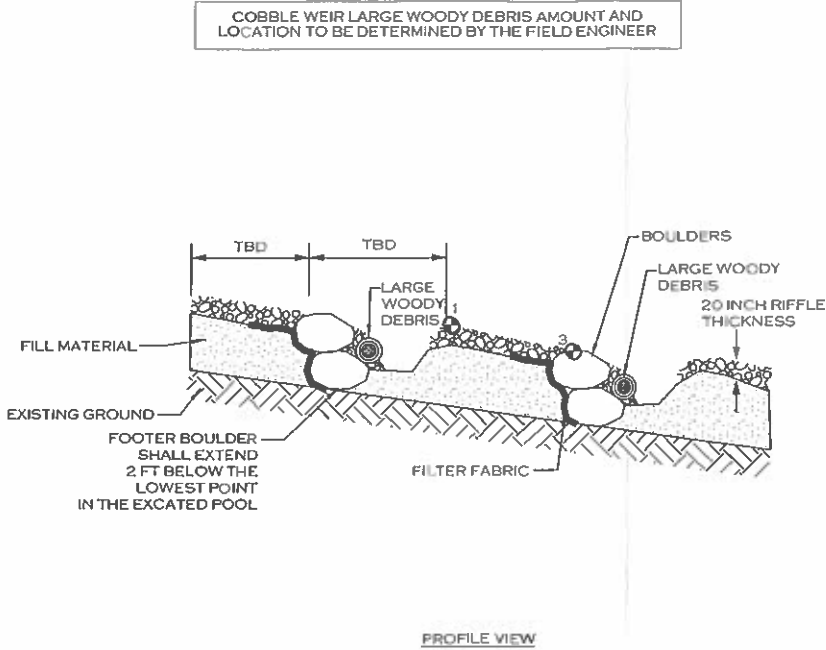
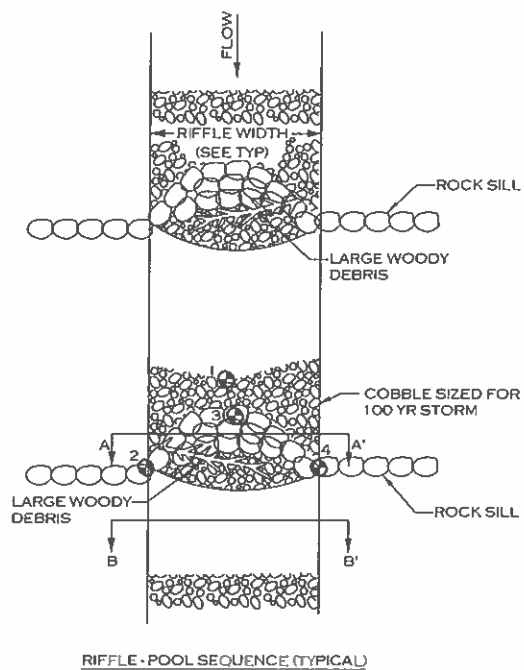
8808 CENTRE PARK DR., SUITE 205
COLUMBIA, MD 21045
LICENSE # 49330

PROJECT ENGINEER

PROGRESS DRAWING

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SPSC COBBLE WEIR SPECIFICATIONS	
MATERIALS	SPECIFICATIONS
BOULDER	TYPE: GRANITE OR COMPARABLE
	SIZE: TO BE DETERMINED
	NUMBER OF HEADER ROWS: TO BE DETERMINED
	NUMBER OF FOOTER ROWS: TO BE DETERMINED
FILTER FABRIC	NUMBER OF ROCK SILL ROWS: TO BE DETERMINED
	TYPE: TO BE DETERMINED
LARGE WOODY DEBRIS	TYPE: HARDWOOD
	SIZE: TO BE DETERMINED
COBBLE MATERIAL	TYPE: TO BE DETERMINED
NOTES FOR COBBLE WEIR STRUCTURES:	
1. FOOTER ROCKS SHALL BE INSTALLED SUCH THAT 1/3 TO 1/2 OF THE LENGTH IS DOWNSTREAM OF THE HEADER ROCKS.	
2. SOIL SHALL BE WELL COMPACTED AROUND BURIED PORTION OF FOOTER ROCKS WITH BUCKET OF TRACK HOE.	
3. INSTALL FILTER FABRIC UNDERNEATH FOOTER ROCKS.	
4. INSTALL COIR FIBER MATTING ALONG COMPLETED BANKS SUCH THAT THE COIR FIBER MATTING AT THE TOE OF THE BANK EXTENDS DOWN TO THE UNDERCUT ELEVATION.	
5. INSTALL LARGE STONE BACKFILL ALONG SIDE SLOPES.	
6. FINAL CHANNEL BED SHAPE SHOULD BE ROUNDED, COMPACTED, AND CONCAVE.	

3/18/2024
PURSUIT63
GLENWOOD AND WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD EASTON CADD PLANS WEST GLENWOOD WG_RSC_DTL.DGN

REVISIONS				
NO.	DESCRIPTION	ENGR.	APPROV.	DATE
1	CONCEPTUAL PLANS	MH	CW	

PREPARED FOR:

14 SOUTH HARRISON STREET, PO Box 520.
EASTON MD 21601

WEST GLENWOOD
STREAM RESTORATION
CONCEPTUAL PLANS
TALBOT COUNTY, MD

PREPARED IN THE OFFICE OF:

ECOSYSTEM
PLANNING &
RESTORATION
8808 CENTRE PARK DR., SUITE 205
COLUMBIA, MD 21045
LICENSE # 49330

PROJECT ENGINEER

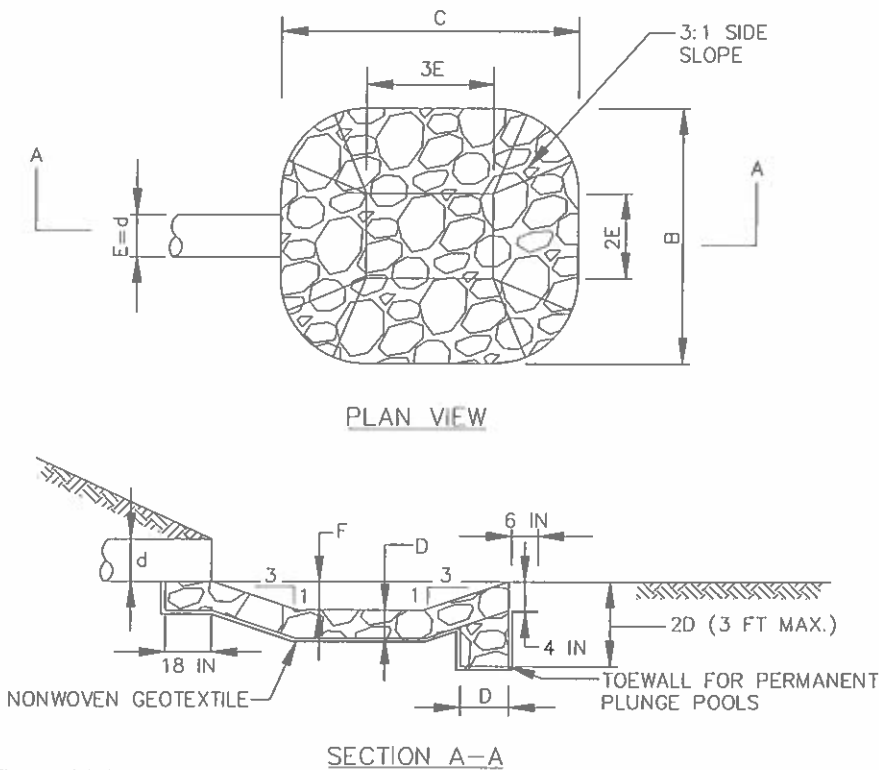
PROGRESS DRAWING
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3/18/2024
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DETAIL D-4-2 PLUNGE POOL

STANDARD SYMBOL

PP



CONSTRUCTION SPECIFICATIONS

1. USE SPECIFIED CLASS OF RIPRAP.
2. USE NONWOVEN GEOTEXTILE AS SPECIFIED IN SECTION H-I MATERIALS, AND PROTECT FROM PUNCHING, CUTTING, OR TEARING. REPAIR ANY DAMAGE OTHER THAN AN OCCASIONAL SMALL HOLE BY PLACING ANOTHER PIECE OF GEOTEXTILE OVER THE DAMAGED PART OR BY COMPLETELY REPLACING THE GEOTEXTILE. PROVIDE A MINIMUM OF ONE FOOT OVERLAP FOR ALL REPAIRS AND FOR JOINING TWO PIECES OF GEOTEXTILE.
3. PREPARE THE SUBGRADE FOR THE PLUNGE POOL TO THE REQUIRED LINES AND GRADES. COMPACT ANY FILL REQUIRED IN THE SUBGRADE TO A DENSITY OF APPROXIMATELY THAT OF THE SURROUNDING UNDISTURBED MATERIAL.
4. EMBED THE GEOTEXTILE A MINIMUM OF 4 INCHES AND EXTEND THE GEOTEXTILE A MINIMUM OF 6 INCHES BEYOND THE EDGE OF THE SCOUR HOLE.
5. STONE FOR THE PLUNGE POOL MAY BE PLACED BY EQUIPMENT. CONSTRUCT TO THE FULL COURSE THICKNESS IN ONE OPERATION AND IN SUCH A MANNER AS TO AVOID DISPLACEMENT OF UNDERLYING MATERIALS. DELIVER AND PLACE THE STONE FOR THE PLUNGE POOL IN A MANNER THAT WILL ENSURE THAT IT IS REASONABLY HOMOGENEOUS WITH THE SMALLER STONES AND SPALLS FILLING THE VOIDS BETWEEN THE LARGER STONES. PLACE STONE FOR THE PLUNGE POOL IN A MANNER TO PREVENT DAMAGE TO THE GEOTEXTILE. HAND PLACE TO THE EXTENT NECESSARY.
6. AT THE PLUNGE POOL OUTLET, PLACE THE STONE SO THAT IT MEETS THE EXISTING GRADE.
7. MAINTAIN LINE, GRADE, AND CROSS SECTION. KEEP OUTLET FREE OF EROSION. REMOVE ACCUMULATED SEDIMENT AND DEBRIS. AFTER HIGH FLOWS INSPECT FOR SCOUR AND DISLODGED RIPRAP. MAKE NECESSARY REPAIRS IMMEDIATELY.

MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

2011

MARYLAND DEPARTMENT OF ENVIRONMENT
WATER MANAGEMENT ADMINISTRATION

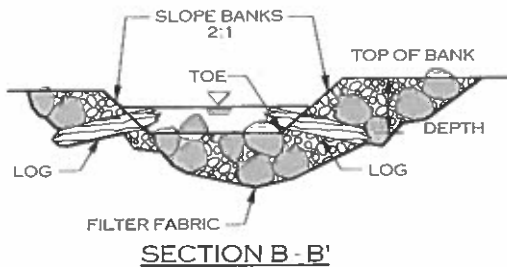
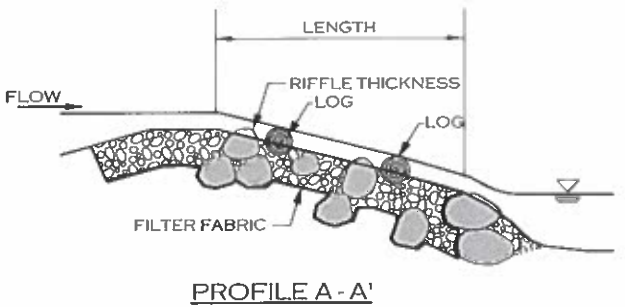
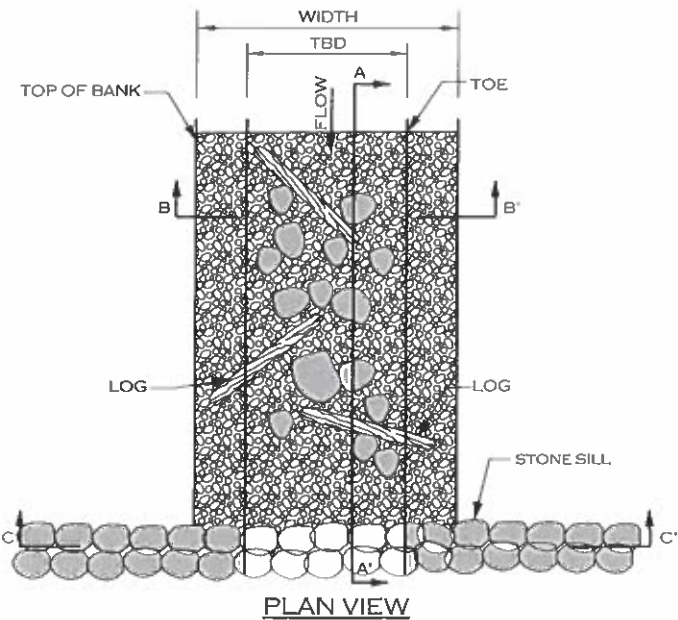
CONSTRUCTED RIFFLE

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PROJECT #
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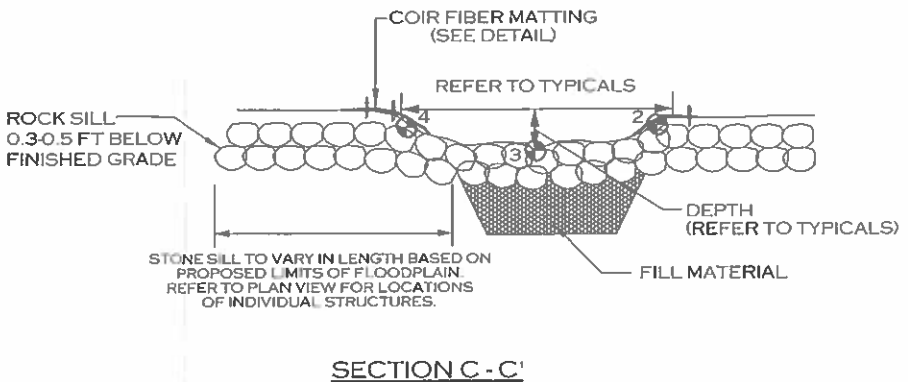
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DETAILS



CONSTRUCTED RIFFLE SPECIFICATIONS		
MATERIALS	SPECIFICATIONS	
LOGS	TYPE	LOG TYPE AND SIZE TO BE DETERMINED
	SIZE	
CASCADE MIX	TYPE	STONE SIZING TO BE DETERMINED
	SIZE	
	MIX THICKNESS	
	LOG TYPE	
BOULDER	TYPE	
	SIZE	
FILTER FABRIC	TO BE DETERMINED	
COIR FIBER MATTING	TO BE DETERMINED	

NOTES FOR CONSTRUCTED CASCADE STRUCTURES		
1. GRADE STREAMBED AND BANKS TO PROPOSED DIMENSIONS		
2. EXCAVATE APPROXIMATELY 18" BELOW PROPOSED GRADING		
3. LOGS TO BE DRIVEN INTO GROUND AT LEAST 3 FEET		
4. LOGS HAVE NO ORIENTATION TO FLOW REQUIREMENT		
5. ANGLE OF LOG SHALL NOT BE GREATER THAN 10 DEGREES FROM CHANNEL BOTTOM		
6. INSTALL COIR FIBER MATTING ALONG STREAMBANKS ENSURING MATTING IS SUFFICIENTLY TRENCHED ALONG TOP OF BANK		
7. FILL TRENCH WITH STONE TO FINAL DESIGN PROPOSED GRADE		



REVISIONS				
NO.	DESCRIPTION	ENGR.	APPROV.	DATE
1	CONCEPTUAL PLANS	MH	CW	

PREPARED FOR:

14 SOUTH HARRISON STREET, PO Box 520,
EASTON MD 21601

WEST GLENWOOD
STREAM RESTORATION
CONCEPTUAL PLANS
TALBOT COUNTY, MD

PREPARED IN THE OFFICE OF:

ECOSYSTEM
PLANNING &
RESTORATION
8808 CENTRE PARK DR., SUITE 205
COLUMBIA, MD 21045
LICENSE # 49330

PROJECT ENGINEER

PROGRESS DRAWING
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EXISTING CONDITIONS



PHOTO 3. STREAM IS DEEPLY INCISED AND DOWNCUTTING IS ENCROACHING ON THE NEARBY TRAIL WALK.

PROPOSED CONDITIONS (EXAMPLE PROJECT)



PHOTO 3. COBBLE WEIRS WITH WOODY DEBRIS ENSURE THAT STREAM MAINTAINS LATERAL STABILITY AND DOES NOT MIGRATE Laterally.



PHOTO 4. VEGETATION HAS VERY LITTLE ROOTING DEPTH AND THERE IS NO FLOODPLAIN CONNECTIVITY.



PHOTO 4. VEGETATION IS PLANTED WITHIN THE BANKFULL WITH OF EXAMPLE PROJECT SO TREES WILL BE FED BY CHANNEL.

3/18/2024
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REVISIONS				
NO.	DESCRIPTION	ENGR.	APPROV	DATE
1	CONCEPTUAL PLANS	MH	CW	

PREPARED FOR:



14 SOUTH HARRISON STREET, PO BOX 520.
EASTON MD 21601

WEST GLENWOOD
STREAM RESTORATION
CONCEPTUAL PLANS
TALBOT COUNTY, MD

PREPARED IN THE OFFICE OF:



ECOSYSTEM
PLANNING &
RESTORATION

8808 CENTRE PARK DR., SUITE 205
COLUMBIA, MD 21045
LICENSE # 49330

PROJECT ENGINEER

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TAB H – PROPOSAL FORMS

PROPOSAL**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

Made this 19 day of March 20 24,

By Ecosystem Planning and Restoration, LLC

Business Address 8808 Centre Park Drive, Suite 205, Columbia, MD 21045

The Bidder declares that the only person, firm, or corporation or persons, firms or corporations that has or have any interest in this proposal or in the contract or contracts proposed to be taken is or are the undersigned; that this proposal is made without connection, collusion, or agreement with any person, firm, or corporation making a proposal of the same work to bid a fixed or uniform price; that the attached specifications and form of contract and the drawings therein referred to have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with the Town of Easton, in the form of contract hereto attached to do the required work in the manner set forth in the **Scope of Work**.

The prices on the attached and signed Proposal forms are to include and cover the furnishing of all materials and labor requisite and proper (except those specified as being furnished by the Owner (Town of Easton)), and the providing of all necessary machinery, tools apparatus and means of performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the specifications, and the contract drawings within the prescribed time. If this proposal shall be accepted by the Town of Easton and the undersigned shall refuse or neglect within **30** days after receiving the contract for execution, to execute the same then the Town of Easton may at its option, determine that the bidder has abandoned the contract; and thereupon the proposal and the acceptance thereof shall be null and void.

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damage for personal injury, including death, and property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificate of such insurance shall be filed with the Owner (Town of Easton) and shall be subject to its approval for adequacy of protection. Bodily injury liability insurance shall be in an amount not less than \$1,000,000, including death, to each person and subject to the same limit for each person, in an amount of not less than \$3,000,000 on account of one accident. Property damage insurance shall be in an amount not less than \$200,000 per accident, with an aggregate of not less than \$500,000.

(Note - The bidder or bidders must sign here, and the address of each must be given.)
In the case of firms, the firm's name must be signed and subscribed to by at least one member.

In case of corporations, the corporate name must be signed by some authorized officer or agent thereto, who shall also subscribe his name and office. If practicable, the seal of the corporation shall be affixed.

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.)

I do solemnly declare and affirm under the penalties of perjury that the declaration and statements contained in the first paragraph thereof are true and correct to the best of my knowledge, information and belief.

I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
<u>1</u>	<u>2/29/24</u>	<u>12</u>
<u>2</u>	<u>3/8/24</u>	<u>2</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the same by **December 31, 2025**.

BIDDER further agrees to pay as liquidated damages, and amount of **\$500** per calendar day as defined in the General Conditions.

PROPOSAL FORM**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

BASE BID		
Item No.	Description of Work	Total Lump Sum Price
1	Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$19,167.50
2	Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$41,661.50
3	Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$133,858.35
4	Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$7,622.00
5	Year 1 Monitoring	\$4,885.00
6	Year 2 Monitoring	\$4,565.00
7	Year 3 Monitoring	\$4,565.00
<i>Subtotal Glenwood Stream Restoration (Items 1 through 7)</i>		\$216,324.35
8	West Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$19,167.50
9	West Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$40,057.50
10	West Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$124,708.34
11	West Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$6,562.00
12	Year 1 Monitoring	\$3,917.00
13	Year 2 Monitoring	\$3,597.00
14	Year 3 Monitoring	\$3,597.00
<i>Subtotal West Glenwood Stream Restoration (Items 8 through 14)</i>		\$201,606.34
Total Base Bid (Items 1 through 14)		\$417,930.69

The **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

Four hundred seventeen thousand nine hundred thirty dollars
and sixty nine cents

_____ Dollars

Bids shall include sales tax and all other applicable taxes and fees.

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of **30** calendar days after the opening of the Bid Proposals.

Ecosystem Planning and Restoration, LLC

Bidder – Company Name

8808 Centre Park Drive, Suite 205, Columbia, MD 21045

Address

Signature

Date

Richard Starr

Vice President

Printed Name

Title

A contract, if awarded, will be awarded to the lowest, responsible, responsive Bidder whose proposal in the sole opinion of the Owner (Town of Easton) represents the best value to the Town of Easton and the acceptance of which, in whole or in part, is in the best interest of the Town of Easton. The Town of Easton reserves the right to reject any and all bids, to waive any irregularities, and to re-advertise for new bids.

ALL WORK UNDER THIS CONTRACT MUST BE COMPLETED BY December 31, 2025.

SUBCONTRACTOR LISTING

The following subcontractors will be employed by this contract:

Project Phase	Type of Work	Subcontractors name, address, phone number	Percent of Total Work
Planting	Planting	Ecological Restoration and Management, Inc. 10600 York Road Cockeysville, MD 21030 (410)583-5678	18%

Attach additional pages as necessary. Types of Work not listed indicted that the Bidder intends to perform the work with own force. If a type of work is to be awarded to a subcontractor but the company has not yet been identified, enter "to be determined" in the column for the subcontractors name.

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

NON-COLLUSION CERTIFICATE

COUNTY OF: Howard

STATE OF: MD

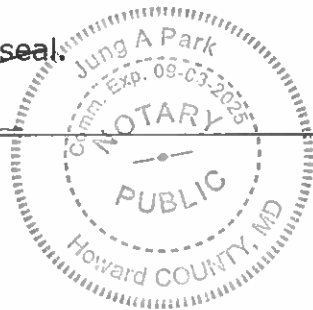
Before me, the undersigned, a Notary Public, in and for the County
and State aforesaid, personally appeared Richard Starr

And made oath in due form of law that the Proposer herein, his
Agents, servants and/or employees, to the best of his knowledge and
belief, have not in any way colluded with anyone for and on behalf of
the Proposer, or themselves, to obtain information that would give the
Proposer an unfair advantage over others, nor have they colluded with
anyone for and on behalf of the Proposer, or themselves, to gain any
favoritism in the award of the Contract herein.

In Witness thereof, I hereby set my hand and official seal.

Jung A Park
(NOTARY PUBLIC)

My Commission Expires: 09/03/25



[Signature]
Sign for Identification

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

**TITLE: GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

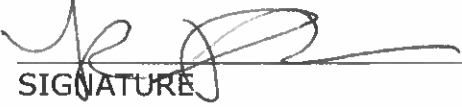
**DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS
WITH TOWN OF EASTON**

The undersigned does hereby declare that no officer or employee of the Town of Easton and/or Easton Utilities Commission, whether elected or appointed has in any manner whatsoever any interest in or has received prior to hereto or will receive subsequent hereto any benefit, monetary or material consideration from the profits or emoluments of this contract, job, work or service for the Town, and that no officer or employee has accepted or received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the Town in connection with the contract, job, work, or service for the Town, excepting, however, the receipt of dividend or corporation stock.

I, we do solemnly declare and affirm under the penalties of perjury and the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

3/19/24

DATE


SIGNATURE

Richard Starr

PRINTED

Vice President

TITLE

Ecosystem Planning and Restoration, LLC 8808 Centre Park Drive, Suite 205
FIRM NAME AND ADDRESS Columbia, MD 21045

END OF SECTION

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned

Ecosystem Planning and Restoration, LLC

as Principal, and

AXIS Insurance Company

as Surety, are hereby held and firmly bound unto the Town of Easton, as OWNER, the penal sum of Five Percent of Amount Bid (5%) (**5% of the Total Base Bid**) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 21st day of March, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to the Town of Easton a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD.**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

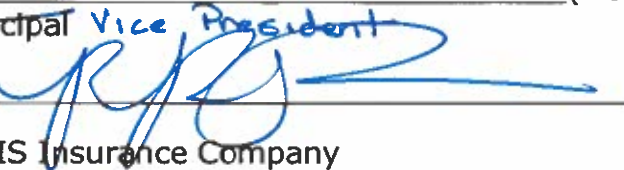
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any extension.

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

In WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above. Surety executing Bonds shall be a licensed agent in the State of Maryland.

Ecosystem Planning and Restoration, LLC (L.S.)

~~Principal~~ Vice President

By: 

AXIS Insurance Company

Surety

By: 

Kayley Heller, Attorney-In-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Maryland.

END OF SECTION

POWER OF ATTORNEY

Know All Men by These Presents: That AXIS Insurance Company, an Illinois property and casualty company, (the "Company") does hereby appoint:

Kayley Heller

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on September 27, 2023:

RESOLVED, that in connection with the Agreements, any one of the Chief Executive Officer, President, any Executive Vice President, any Senior Vice President of the Company, or any Vice President - Surety (each an "Authorized Officer"), acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact, and to allow such Attorneys-In-Fact to further delegate their power and authority pursuant to appropriate written agreements, to make, execute, seal and deliver for and on behalf of the Company as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf; and

RESOLVED FURTHER, that each of the each of the Authorized Officers and any Secretary or Assistant Secretary of the Company, hereby is, acting singly, authorized, empowered and directed to perform such acts and things as may be necessary or appropriate to carry out the foregoing resolution and the transactions contemplated thereby.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 10th day of October, 2023.

Attested and Certified
AXIS Insurance Company

By: 

Printed Name: Andrew M. Weissert

Title: Senior Vice President

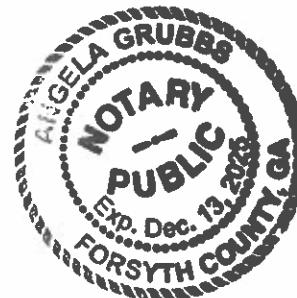


STATE OF GEORGIA
COUNTY OF FULTON

Before me personally came Andrew M. Weissert, Senior Vice President of AXIS Insurance Company, to me known to be the individual and officer described herein, who acknowledged that they, being duly authorized, signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.


Notary Public



CERTIFICATION

I, Frances R. Mathis, Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney the 10th day of October, 2023, on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Andrew M. Weissert, who executed the Power of Attorney, was a duly elected Senior Vice President of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on this the 21ST day of March, 2024

By: 

Printed Name: Frances R. Mathis

Title: Assistant Secretary





TOWN OF
EASTON
ENGINEERING DEPARTMENT

DATE: May 30, 2024
TO: Don Richardson – Town Manager
cc: Mayor Megan Cook
FROM: Rick Van Emburgh, P.E. – Town Engineer
SUBJECT: Stream Restoration - Glenwood Avenue & W Glenwood Avenue Recommendation

The Town of Easton recently allocated a total of \$360,144 in ARPA funds for the Glenwood and West Glenwood Avenue Stream Restoration Design/Build Projects. Project# ARP015 in the amount of \$198,880 is allocated to Glenwood Avenue and Project #ARP017 in the amount of \$161,264 is allocated to West Glenwood Avenue. We combined them into one (1) project with the expectation that we would receive better pricing if it is one (1) larger project.

In addition, ARPA funds were allocated for the Stormwater - Station Lane Project #ARP013 in the amount of \$252,597. The project is now complete and the total amount spent was \$84,002. This leaves \$168,595 remaining and we propose to reallocate a portion of that amount, \$57,786.69, for the balance of the Glenwood and W Glenwood Avenue Stream Restoration Project. This results in a total amount available equal to \$417,930.69.

We publicly advertised a Request for Proposals (RFP) and received five (5) sealed bids on March 21, 2024. The following is a summary of the bids received:

Consultant	Bid
Ecosystem Planning & Restoration	\$417,930.69
Aquatic Resource Restoration Company	\$423,000.00
Environmental Quality Resources	\$423,000.00
Stormwater Maintenance	\$483,482.22
Ecological Systems Analysis	\$565,316.76

We reviewed the proposals and believe the Ecosystem Planning & Restoration proposal provides the best design and value for the Town.

In conclusion, I recommend awarding the Design/Build Stream Restoration Project to Ecosystem Planning & Restoration in the amount of \$417,930.69.

END OF RECOMMENDATION

P.O. Box 520, Easton, Maryland 21601
410-820-8822
Engineering@EastonMD.gov - www.EastonMD.gov

Glenwood and West Glenwood Stream Restoration Design-Build

March 21, 2024



913 Ridgebrook Rd, Suite 302 | Sparks, MD 21152

JENNIFER RAUHOFFER, PE, President | (410) 785-0875 | JR@mdswm.com

FEE PROPOSAL AND OTHER REQUIRED FORMS

The Fee Proposal and all other required forms can be found on the following pages.

PROPOSAL**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**Made this 12th day of March, 20 24,By Stormwater Maintenance, LLC d/b/a SMCBusiness Address 913 Ridgebrook Rd, Suite 302, Sparks, MD 21152

The Bidder declares that the only person, firm, or corporation or persons, firms or corporations that has or have any interest in this proposal or in the contract or contracts proposed to be taken is or are the undersigned; that this proposal is made without connection, collusion, or agreement with any person, firm, or corporation making a proposal of the same work to bid a fixed or uniform price; that the attached specifications and form of contract and the drawings therein referred to have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with the Town of Easton, in the form of contract hereto attached to do the required work in the manner set forth in the **Scope of Work**.

The prices on the attached and signed Proposal forms are to include and cover the furnishing of all materials and labor requisite and proper (except those specified as being furnished by the Owner (Town of Easton)), and the providing of all necessary machinery, tools apparatus and means of performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the specifications, and the contract drawings within the prescribed time. If this proposal shall be accepted by the Town of Easton and the undersigned shall refuse or neglect within **30** days after receiving the contract for execution, to execute the same then the Town of Easton may at its option, determine that the bidder has abandoned the contract; and thereupon the proposal and the acceptance thereof shall be null and void.

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damage for personal injury, including death, and property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificate of such insurance shall be filed with the Owner (Town of Easton) and shall be subject to its approval for adequacy of protection. Bodily injury liability insurance shall be in an amount not less than \$1,000,000, including death, to each person and subject to the same limit for each person, in an amount of not less than \$3,000,000 on account of one accident. Property damage insurance shall be in an amount not less than \$200,000 per accident, with an aggregate of not less than \$500,000.

(Note - The bidder or bidders must sign here, and the address of each must be given.) In the case of firms, the firm's name must be signed and subscribed to by at least one member.

In case of corporations, the corporate name must be signed by some authorized officer or agent thereto, who shall also subscribe his name and office. If practicable, the seal of the corporation shall be affixed.

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.)

I do solemnly declare and affirm under the penalties of perjury that the declaration and statements contained in the first paragraph thereof are true and correct to the best of my knowledge, information and belief.

Stormwater Maintenance, LLC d/b/a SMC

913 Ridgebrook Rd, Suite 302, Sparks, MD 21152

Signed: 

Jennifer Rauhofer, PE | President

I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
<u>1</u>	<u>2/29/2024</u>	<u>12</u>
<u>2</u>	<u>3/8/2024</u>	<u>2</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the same by **December 31, 2025**.

BIDDER further agrees to pay as liquidated damages, and amount of **\$500** per calendar day as defined in the General Conditions.

PROPOSAL FORM**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

BASE BID		
Item No.	Description of Work	Total Lump Sum Price
1	Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$59,936.78
2	Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$29,927.28
3	Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$138,040.30
4	Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$5,100.00
5	Year 1 Monitoring	\$2,075.00
6	Year 2 Monitoring	\$2,200.00
7	Year 3 Monitoring	\$2,335.00
Subtotal Glenwood Stream Restoration (Items 1 through 7)		\$239,614.36
8	West Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$59,936.78
9	West Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$29,927.28
10	West Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$142,293.80
11	West Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$5,100.00
12	Year 1 Monitoring	\$2,075.00
13	Year 2 Monitoring	\$2,200.00
14	Year 3 Monitoring	\$2,335.00
Subtotal West Glenwood Stream Restoration (Items 8 through 14)		\$243,867.86
Total Base Bid (Items 1 through 14)		\$483,482.22

The **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

Four hundred eighty-three thousand four hundred eighty-two Dollars
and 22/100

Bids shall include sales tax and all other applicable taxes and fees.

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of **30** calendar days after the opening of the Bid Proposals.

Stormwater Maintenance, LLC d/b/a SMC

Bidder – Company Name

913 Ridgebrook Rd, Suite 302, Sparks, MD 21152

Address



Signature

March 12, 2024

Date

Jennifer Rauhofer, PE

Printed Name

President

Title

A contract, if awarded, will be awarded to the lowest, responsible, responsive Bidder whose proposal in the sole opinion of the Owner (Town of Easton) represents the best value to the Town of Easton and the acceptance of which, in whole or in part, is in the best interest of the Town of Easton. The Town of Easton reserves the right to reject any and all bids, to waive any irregularities, and to re-advertise for new bids.

ALL WORK UNDER THIS CONTRACT MUST BE COMPLETED BY December 31, 2025.

SUBCONTRACTOR LISTING

The following subcontractors will be employed by this contract:

Project Phase	Type of Work	Subcontractors name, address, phone number	Percent of Total Work
1	- Wetland Delineation - Forest Stand Delineation - Forest Conservation Compliance - Tree Identification/DBH	Straughan Environmental 10245 Old Columbia Rd, Columbia, MD 21046 Lauren Wirth T: (301) 362-9200, x2539	5%

Attach additional pages as necessary. Types of Work not listed indicated that the Bidder intends to perform the work with own force. If a type of work is to be awarded to a subcontractor but the company has not yet been identified, enter "to be determined" in the column for the subcontractors name.

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

NON-COLLUSION CERTIFICATE

COUNTY OF: Baltimore

STATE OF: Maryland

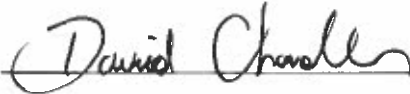
Before me, the undersigned, a Notary Public, in and for the County
and State aforesaid, personally appeared Jennifer Rauhofer, PE
And made oath in due form of law that the Proposer herein, his
Agents, servants and/or employees, to the best of his knowledge and
belief, have not in any way colluded with anyone for and on behalf of
the Proposer, or themselves, to obtain information that would give the
Proposer an unfair advantage over others, nor have they colluded with
anyone for and on behalf of the Proposer, or themselves, to gain any
favoritism in the award of the Contract herein.

In Witness thereof, I hereby set my hand and official seal.



DAVID CHANDLER
(NOTARY PUBLIC)

My Commission Expires: 06/14/2027



Sign for Identification

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

**TITLE: GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

**DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS
WITH TOWN OF EASTON**

The undersigned does hereby declare that no officer or employee of the Town of Easton and/or Easton Utilities Commission, whether elected or appointed has in any manner whatsoever any interest in or has received prior to hereto or will receive subsequent hereto any benefit, monetary or material consideration from the profits or emoluments of this contract, job, work or service for the Town, and that no officer or employee has accepted or received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the Town in connection with the contract, job, work, or service for the Town, excepting, however, the receipt of dividend or corporation stock.

I, we do solemnly declare and affirm under the penalties of perjury and the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

March 12, 2024

DATE


SIGNATURE

Jennifer Rauhofer, PE

PRINTED

President

TITLE

Stormwater Maintenance, LLC d/b/a SMC

913 Ridgebrook Rd, Suite 302, Sparks, MD 21152

FIRM NAME AND ADDRESS

END OF SECTION

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned

Stormwater Maintenance, LLC

as Principal, and

Travelers Casualty and Surety Company of America

as Surety, are hereby held and firmly bound unto the Town of Easton, as OWNER, the penal sum of 5% of Amount Bid (**5% of the Total Base Bid**) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 21st day of March, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to the Town of Easton a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD.**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any extension.

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

In WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above. Surety executing Bonds shall be a licensed agent in the State of Maryland.

Stormwater Maintenance, LLC

 (L.S.)
Principal

Travelers Casualty and Surety Company of America
Surety

By: 
Craig Bancroft, Attorney-in-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Maryland.

END OF SECTION





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Craig Bancroft** of **COCKEYSVILLE, Maryland**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

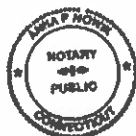
By: _____

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies; which remains in full force and effect.

Dated this 21st day of March, 2024



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**CERTIFICATE OF COMPLIANCE WITH
WORKERS' COMPENSATION LAW**

Under the Maryland Workers' Compensation Act, employers (any persons or entities that have at least one employee) in the State of Maryland are required to obtain workers' compensation insurance from any insurance company licensed to write workers' compensation insurance, the Injured Workers' Insurance Fund or by becoming a self-insured employer (requires prior approval of the Workers' Compensation Commission). Persons or entities that have no employees are not subject to these requirements.

I hereby attest that I am in compliance with the Maryland Workers' Compensation Act as follows:

Insurance Company Name: Chesapeake Employers Insurance - NAIC #11039

Policy Number: 5640636

Dates of Coverage: 6/1/2023 - 6/1/2024

(OR)

I am not required to have workers' compensation liability coverage because:

Check one: ☐ I have no employees
☐ I am self-insured (include permit to self-insure)

(If you do not have workers' compensation insurance because you have no employees or are self-insured, you must provide The Town of Easton with a valid Certificate of Compliance issued by the Maryland Workers' Compensation Commission, in addition to executing this document.)

I swear and affirm under penalties of law that the information provided above is accurate and complete. I certify that I will promptly notify The Town of Easton if any of the information supplied above should change in any way. I certify that a valid workers' compensation policy will be kept in effect by me at all times unless I have no employees or I am validly self-insured per the requirements of the Maryland Workers' Compensation Act and that I will promptly notify the Town of Easton of any change in my status under the Maryland Workers' Compensation Act.

Jennifer Rauhofer, PE | President

Stormwater Maintenance, LLC d/b/a SMC

Printed Name and Title

Name of Business


Signature

March 12, 2024

Date

FIRM OVERVIEW

HISTORY OF THE FIRM

Founded in 2004, Stormwater Maintenance, LLC (SMC) specializes in the inspection, engineering, maintenance, repair, and construction of a variety of stormwater, stream, and wetland systems; and we are an industry leader focused in the practice of engineering, maintaining, repairing, restoring, and retrofitting existing infrastructure.

Our expertise begins with seasoned engineering knowledge and extends to construction, inspection, maintenance, and life cycle repairs. This diversification of services gives our clients unusual expertise and extraordinary value while offering our employees unparalleled opportunities for diversification and advancement. Very few firms have this level of focused in-house technical knowledge and experience in design, construction, and maintenance of stormwater-related infrastructure implemented by teams passionate about restoring the Chesapeake Bay. SMC operates in four Divisions:

- Engineering and Inspection;
- General Contracting of Maintenance and Construction;
- Self-performing Construction; and
- Underground Maintenance.

To facilitate this range of stormwater-focused expertise, our divisions work in close collaboration to tackle projects involving all types of stormwater infrastructure including natural streams, manmade drainage systems, underground structures, dams, large traditional facilities, and micro-scale and vegetative-based techniques.

PROJECT UNDERSTANDING

SMC understands that the Town of Easton is soliciting proposals to provide stream restoration design-build services to restore two stream reaches in Easton, Maryland. The reaches include ~450ft of stream north of Glenwood Avenue near Easton Pkwy, and ~300ft of stream west of W Glenwood Ave. The project will address bank erosion, instream habitat, floodplain reconnection, and re-establishment of the available riparian corridor. SMC has design-build stream restoration experience completing services in line with those requested by the Town of Easton as evidenced by the project profiles on the following pages.

MARYLAND PRESENCE

SMC offices are located in the Baltimore area, with core markets in MD, DC, VA, PA, and DE.

POINT OF CONTACT

Principal-in-Charge: Jennifer Rauhofer, PE

Phone: (410) 493-4371

Email: JR@mdswm.com

Headquarters: 913 Ridgebrook Rd, Suite 302
Sparks, MD 21152

SERVICES

- Stream Restoration Design / Construction
- Stormwater Retrofit Design / Construction
- Major Repair Construction
- Surveying
- Environmental Landscaping
- Routine / Non-Routine Maintenance
- Pipeline Cleaning
- CCTV Inspections
- Water Resources Engineering
- Local, State, & Federal Permitting
- Existing Facility Inspection
- Structural Engineering
- NPDES Permitting
- Wetland Delineation and Permitting
- Industrial and MS4 Restoration Design
- Dam Inspections / Maintenance

WBE/DBE CERTIFIED

SMC is a Women-owned Business Enterprise certified with the following municipalities:

- **WBENC / WOBCE** (#2005122079) (#WOSB200535)
- **Maryland Dept. of Transportation** (#12-334)
- **City of Baltimore** (#22380113)
- **Prince George's County** (#18-13467)
- **Maryland Employer** (#03422625)
- **District of Columbia** (#2226)
- **Virginia SwAM and DBE** (#701301)
- **Pennsylvania Dept. of Transportation** (#7822)
- **City of Philadelphia** (#108)
- **State of Delaware** (DE22023988)

QUALIFICATIONS

STREAM RESTORATION EXPERIENCE

SMC is a design and consulting firm as well as a self-performing and general contracting construction firm that specializes in engineering and construction of all types of stormwater systems. We are dedicated to minimizing the impact of development with practices and policies grounded in common sense and long-term sustainability with an emphasis on the restoration of existing infrastructure. SMC is an industry leader in the application of contemporary stormwater management theory to real-world practice. Every day, we work with all types of stormwater practices and the restoration of natural stream systems. As existing infrastructure specialists, SMC specializes in the stream restoration projects, and the inspection, design, and construction of stormwater Best Management Practices.

Engineering

- SMC's engineering team is comprised of qualified professional engineers and supporting staff who provide comprehensive services for each project. Together, they collaborate to complete the design, planning, and permitting phases of every project.
- We maintain clear communication with clients, keeping them informed of progress and addressing any concerns that may arise. Our dedication to excellence and attention to detail ensures that every project is completed to the highest standards.

Water Management

- SMC owns a significant number of generators, pumps (up to 6" silent), and hoses needed for water management and has the ability to rent any sized pump needed for a project through our existing relationships with vendors. Prior to mobilization, we size the pumps based on flow rates and ensure we had a sufficient quantity available for the project.
- Our construction crews maintain bypass and site dewater set ups on a daily basis. As a result, we are adept at the installation and removal of sandbag diversions, pumping set ups, flow dissipaters, and dirt bags.

Implementation of Erosion and Sediment (E&S) Control Plans

- All SMC Superintendents or Foremen are trained in erosion control installation and maintenance techniques and have state certification.
- We provide all necessary submittals for the materials to be utilized on a project.
- We may utilize a MBE subcontractor for the initial installation of E&S controls and technically difficult aspects of clearing and grubbing tasks.
- Our staff are responsible for maintaining the E&S controls on a daily basis.
- We own a significant quantity of swamp mats, timber bridge mats, and has established relationships with suppliers for the mulch needed to build access roads.

Site Grading and Stabilization

- SMC's construction staff are well-versed in fine grading techniques to complete restoration projects and routinely complete daily stabilization practices.
- We understand that final elevations need to accommodate the amount of topsoil to be applied. We can procure project specific topsoil, as needed.
- We have relationships with several suppliers to ensure supplies of project-specific seed and matting are available. We also has relationships with restoration landscaping companies that have access to all required native plants.

Materials

- SMC has established relationships with all the regional quarries and stone suppliers to ensure access to all types of stone materials needed.
- We can also source project specific materials including clay and bioretention mix to project specifications, as needed.
- We have established relationships with erosion control matting suppliers and can source coir and straw matting

products to project specifications, as needed.

Structure Installation

- SMC's construction staff have significant experience setting imbricated rip rap to create cross vanes, j-hook vanes, toe protection, and imbricated rip rap walls. They also routinely install plunge pools and riffle grade control structures utilizing either cobble or various sizes of rip rap.
- Our construction staff also have significant experience installing wood structures such as root wads, brush layering, fish lunger structures, and a variety of roughness features.
- Outside of stream restoration, our construction crews are proficient in setting stormwater pipes, manholes, and end sections to retrofit ponds or other obsolete structures.

Survey and As-Built Support

- SMC employs a professional land surveyor to provide all required surveying services, including utility designation, and provides training and support to our construction crews.
- Each construction crew contains a layout foreman well trained in utilizing 3D surveying tools to ensure quality control during the installation of project attributes.

RELEVANT PROJECT EXPERIENCE

SMC has significant experience with stream restoration. Recent projects where these services were provided include:

- Baltimore County - Eccleston Stream Restoration Design-Build
- Howard County - Stormwater and Stream Restoration On-Call Services Design-Build
- White Rose Motorcycle Club - Codorus Creek Stream Restoration Design-Build
- Maryland Food Center Authority - Stream Restoration Design-Build
- BGE Outfall Stabilization
- Anne Arundel County and Alliance for the Chesapeake Bay - Asbury Broadneck Stream Restoration Design-Build
- Frederick County - Double Pipe Creek Stream Restoration
- Harford County - Emmord Branch Stream Restoration
- Audubon Naturalist Society - Woodend Sanctuary Stream Restoration & Trail Construction
- City of Gaithersburg - Great Seneca Stream Restoration
- Baltimore County - Roland Run Stream Restoration
- Maryland Department of General Services / DNR - Albert Powell Fish Hatchery Stream Restoration
- MNCPPC - Little Falls and Paint Branch Stream Restoration
- MNCPPC - Ovid Hazen Bank and Outfall Stabilization

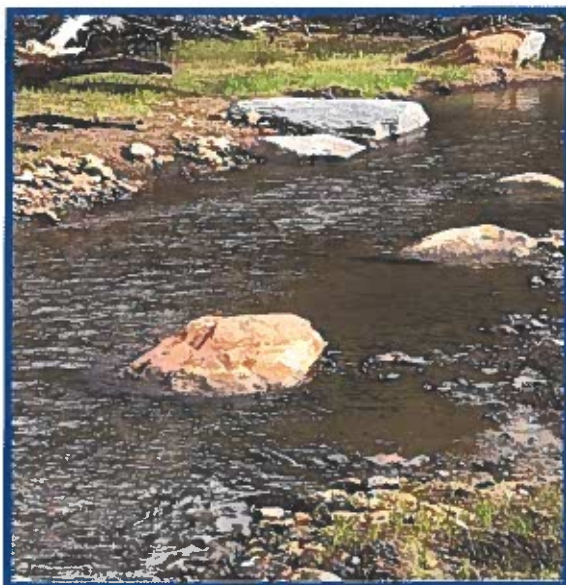
Project profiles containing specific details along with reference information for six of the highlighted projects can be found on the following pages.

Baltimore County

Eccleston Stream and Wetland Mitigation Bank Restoration

PROJECT DETAILS

SMC partnered with JMT for this stream and wetland mitigation bank restoration design-build project. Specifically, SMC was responsible for the construction of 10,000 LF of floodplain excavation restoration and 19.5 acres of wetland restoration and creation. The project site is located in the upstream portion of the Jones Falls watershed. Services included the installation of 15,000 wetland and upland trees and shrubs.



The design called for the excavation of 50,000 cubic yards of soil to allow increased floodplain access during high stage storm events. In this headwater location, the stream is designated as cold water trout habitat due to existing groundwater flows that contribute to the baseflow. In a large portion of the project site, groundwater had been consolidated into drain tile piping allowing the property to be actively farmed by previous generations. A significant level of effort was undertaken to eliminate the drain tile to allow the groundwater to access the newly created channel. Great consideration was given to designing and constructing the channel in a manner ensuring rapid shading following construction to maintain cool water temperatures. Features were installed to ensure the fish population has increased habitat to live within, utilizing the onsite harvested vegetation.



Throughout the project, SMC coordinated extensively with JMT and regulatory agencies to ensure all project elements were installed correctly and during the appropriate stream construction windows.

PROJECT LOCATION

Baltimore County, MD

SERVICES

Design-Build

Stream Restoration

Wetland Mitigation Bank Restoration

RESTORATION SIZE

10,000 LF

COMPLETION

December 2023

CONTRACT VALUE

\$3.6M

REFERENCE

Jeremy Koser

Johnson Mirmiran & Thompson

40 Wight Avenue

Cockeysville, MD 21030

T: (410) 316-2360

E: JKoser@jmt.com

Howard County

On-Call Stormwater Management and Stream Restoration Construction



PROJECT DETAILS

SMC was awarded a multi-year contract by the Howard County Bureau of Environmental Services to implement environmental restoration projects as part of the County's capital improvement process. The projects focus on stormwater BMP and stream restoration construction. Projects include the dredging and replacement of failing stormwater pond discharge infrastructure, the construction of new stormwater BMPs, stream bank stabilization, stream channel realignment and restoration, and installation and maintenance of bioengineering practices. SMC is responsible for coordinating with several design engineers to provide constructability analysis, provide cost estimates, and construct the projects in place once permitted and approved by the client.



PROJECT LOCATION

Howard County, MD

SERVICES

Construction

Maintenance

Constructability Reviews

COMPLETION

Ongoing

CONTRACT VALUE

Varies by task

REFERENCE

Mark Richmond

Howard County

6751 Columbia Gateway Dr,
#501

Columbia, MD 21046

T: (410) 313-4374

E: MSRichmond@

howardcountymd.gov



White Rose Motorcycle Club

Codorus Creek Stream Restoration Design-Build

PROJECT DETAILS

SMC is leading the design-build team providing stream restoration services along Codorus Creek for the White Rose Motorcycle Club.

SMC's services encompass community outreach, initial data collection, design oversight, constructability reviews, and upcoming construction. SMC successfully secured property owner agreements for access, construction, and monitoring, which enabled them to secure a grant for funding the project. The constructability reviews and design oversight processes entailed evaluating design plans for feasibility, efficiency, and alignment with project requirements. These efforts were aimed at identifying potential issues early, such as conflicts between design elements or construction challenges. Through providing constructive feedback and guidance, SMC helped enhance project quality, minimize risks, and optimize costs and schedules.

Upon final regulatory approval, SMC will also manage the construction phase of this project. This includes, but is not limited to, installation and maintenance of erosion and sediment controls, site clearing, bank and floodplain grading, installation of stream structures, final site stabilization, and plant material installation and maintenance.

PROJECT LOCATION

York County, PA

SERVICES

Design-Build

Stream Restoration Design

Constructability Reviews/Comments

Surveys

RESTORATION SIZE

1,200 LF

COMPLETION

October 2023 (design)

Ongoing (construction)

CONTRACT VALUE

\$558,865

REFERENCE

Emily Neideigh

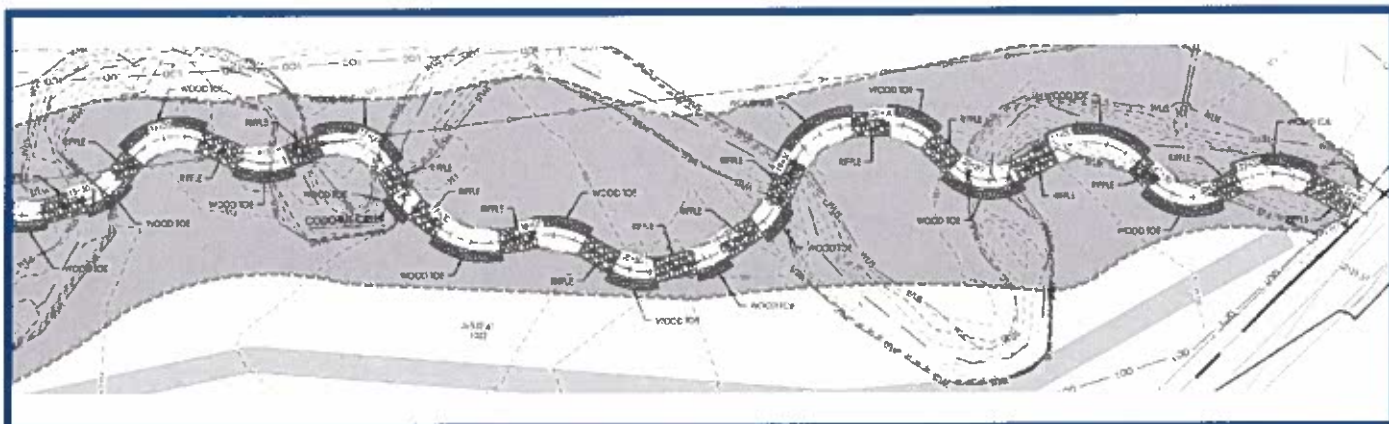
York County Conservation District

2401 Pleasant Valley Rd, Ste #101, Rm #139

York, PA 17402

T: (717) 840-7430

E: ENeideigh@yorkccd.org



SMC

Maryland Food Center Authority

Stream Restoration Design-Build

PROJECT DETAILS

SMC is at the head of the design-build team, providing stream restoration services to Maryland Food Center Authority.

Services provided by SMC included initial data collection, design oversight, constructability reviews, and upcoming construction. Constructability reviews and design oversight involved evaluating the design plans to ensure they are feasible, efficient, and in line with project requirements. The process helped identify potential issues early on, such as conflicts between different elements of the design or challenges in the construction process. By offering our constructive feedback and guidance, the team enhanced the quality of the project, minimized risks, and optimized costs and schedules.

Upon final regulatory approval, SMC will also manage the construction phase of this project. This includes, but is not limited to, installation and maintenance of erosion and sediment controls, site clearing, bank and floodplain grading, installation of stream structures, final site stabilization, and plant material installation and maintenance.

PROJECT LOCATION

Jessup, MD

SERVICES

Design-Build

Stream Restoration Design

Constructability Reviews/
Comments

Permitting

Surveys

RESTORATION SIZE

1,004 LF

COMPLETION

August 2023

CONTRACT VALUE

\$313,445

REFERENCE

Gary Decker

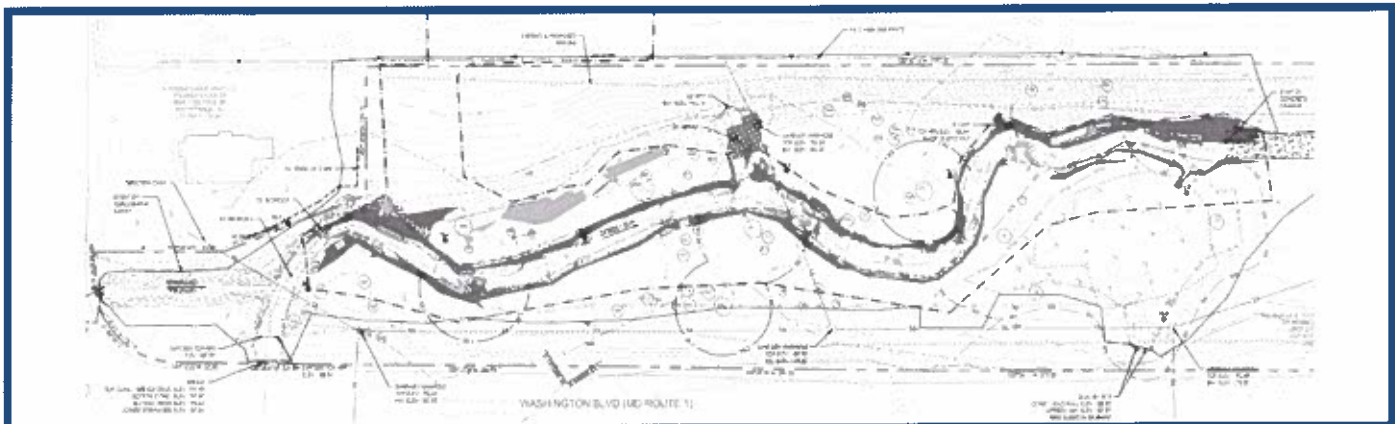
Maryland Food Center Authority

7801 Oceano Ave

Jessup, MD 20794

T: (410) 379-5760

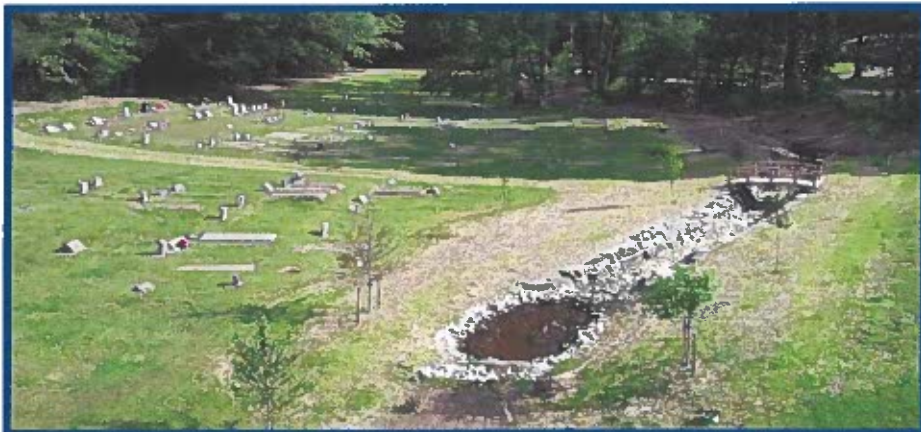
E: GDecker@mfca.com



SMC

Alliance for the Chesapeake Bay

Asbury Broadneck Stream Restoration Design-Build



PROJECT DETAILS

SMC was contracted to perform a design-build project in an ephemeral stream running through a historic cemetery at the Asbury Broadneck United Methodist Church in Annapolis, MD. The cemetery has housed graves of the African-American community for more than 150 years, including former slaves and their descendants, as well as Harriet Tubman's descendants. This project was conducted in conjunction with the Anne Arundel County Department of Public Works, Watershed Protection and Restoration Program and Maryland Department of Natural Resources Chesapeake and Atlantic Coastal Bays Trust Fund, and required extensive coordination between all parties, archeologists, and property owners.

The project addressed a channel that experienced serious bank erosion and was frequently inundating the graveyard in high flows. The design utilized an adaptation of the Step Pool Conveyance System (also known as regenerative stream conveyance) practice to accommodate needs for functionality and aesthetics necessary for the location. A series of plunge pools was installed in conjunction with an imbricated channel in order to adapt this method to the extreme constraints of the existing grave locations. The design included detailed hydraulic modeling intended to keep the 100-year storm flows within the channel, eliminating further impacts to the graves. Foot traffic from the church to the cemetery was facilitated with the addition of a wooden pedestrian bridge over the channel.

Through a highly coordinated design and project management process, SMC kept this project on schedule and budget to meet the needs of the client and expectations of funders, managing the expectations of the land owner, and improving the water quality.

PROJECT LOCATION

Annapolis, MD

SERVICES

Design-Build

Stream Restoration

Grading

Landscaping

RESTORATION SIZE

650 LF of stream restoration

COMPLETION

April 2019

CONTRACT VALUE

\$423,500

REFERENCE

Katie Hart

Anne Arundel County

2662 Riva Road

Annapolis, MD 21401

T: (410) 222-0136

E: PW_Hart30@aacounty.org

Kate Fritz

Alliance for the Chesapeake Bay

501 Sixth Street

Annapolis, MD 21403

T: (443) 949-0575

E: KFritz@allianceforthebay.org



Baltimore Gas and Electric Company

Outfall Stabilization



PROJECT DETAILS

SMC joined KCI Technologies, Inc.'s team as they provided outfall stabilization design and construction services for the Baltimore Gas and Electric Company. SMC's project responsibilities included site assessment, constructability review of proposed design, site erosion and sediment control, implementation of repair measures, and site stabilization.

PROJECT LOCATION
Multiple Locations, MD

SERVICES

Design-Build

Surveys

Constructability Review and
Implementation

Erosion Repair

COMPLETION

December 2023

CONTRACT VALUE

\$36,803

REFERENCE

Shannon Lucas

KCI Technologies, Inc.

936 Ridgebrook Rd

Sparks, MD 21152

T: (410) 316-7800

E: Shannon.Lucas@kci.com



TEAM ORGANIZATIONAL CHART

SMC began as a small engineering firm that eventually built out a construction division handling all smaller projects in-house. As projects grew, we formed strong partnerships with firms that were capable of handling tasks in larger capacities. Now as we've continued to grow as a firm, SMC is capable of handling larger projects, such as this, as it falls within our internal design capabilities.



JENNIFER RAUHOFFER, PE

Principal-in-Charge

As President of Stormwater Maintenance, LLC (SMC), Ms. Rauhofer oversees all operations of the firm including administrative, financial, technical, and field operations. She is a Water Resources Professional Engineer - registered in nine states - with more than 25 years of progressive experience in environmental restoration and design, stormwater management design, inspection, maintenance, and construction. She has managed numerous projects involving river and stream restoration using natural channel design; hydrogeomorphological stream assessments; fluvial geomorphology; designing stormwater pollution control measures; and design of innovative non-point source stormwater pollution control measures.

Ms. Rauhofer was also part of a group of experts that formed recommendations for methods to verify the pollutant reduction performance of individual stream restoration projects built to meet the Chesapeake Bay TMDL. The goal of this group was to recommend improved guidance on how to verify stream restoration projects. The group established a visual indicator system that would rapidly determine whether an individual stream restoration project is still performing the water quality functions it was originally designed for.

PROJECT EXPERIENCE

Eccleston Stream Restoration Design-Build; Baltimore County, MD

Principal-in-Charge. Ms. Rauhofer oversaw all contractual components of this contract as SMC provided construction services for the Eccleston Mitigation Bank adjacent to the intersection of Greenspring Valley Rd and Park Heights Ave. SMC crews completed the construction of 10,000 LF of floodplain excavation restoration and 19.5 acres of wetland restoration and creation of a mitigation bank located in the upstream portion of the Jones Falls watershed, including the installation of 15,000 wetland and upland trees and shrubs.

Howard County On-Call Stormwater Management and Stream Restoration Design-Build; Howard County, MD

Principal-in-Charge. SMC was awarded an ongoing contract to conduct the construction of environmental restoration projects as part of the County's capital improvement process. The projects specifically focus on stormwater BMP and stream restoration construction, including dredging and replacing failing stormwater pond discharge infrastructure, construction of new stormwater BMPs, stream bank stabilization, stream channel realignment and restoration, and vegetative plantings. Ms. Rauhofer oversees all contractual components of this contract.

White Rose Motorcycle Club - Codorus Creek Stream Restoration Design/Build; York County, PA

Principal-in-Charge. Ms. Rauhofer oversees all contractual components of this contract where SMC is responsible for leading the design/build effort, specifically community outreach, initial data collection, design oversight, constructability reviews, and will serve in the same role for the upcoming construction phase of the project.

EDUCATION

Master of Science,
Agricultural
and Biological
Engineering,
Pennsylvania State
University, 1998

Bachelor of Science,
Agricultural
Engineering,
Pennsylvania State
University, 1996.

LICENSES/ CERTIFICATIONS

Professional Engineer,
MD (#28383),
GA (#PE029013),
DE (#13408),
DC (#PE901099),
VA (#041694),
NY (#86515-1),
CT (#0028362),
PA (#PE079537),
NJ (#24GE05025700)

OSHA Confined Space
Certification

Rosgen Training
(Levels I-IV)



JENNIFER RAUHOFFER, PE

- continued -

Maryland Food Center Authority Design-Build; Jessup, MD

Principal-in-Charge. Ms. Rauhofer has overseen all contractual components of this contract as SMC leads the design-build efforts, providing stream restoration services that include initial data collection, design oversight, constructability reviews, and upcoming construction. She will also serve in this role when SMC manages the construction phase of this project.

BGE Outfall Stabilization; Multiple Locations, MD

Principal-in-Charge. Ms. Rauhofer oversaw all contractual components of this contract where SMC joined KCI Technologies, Inc.'s team as they provided outfall stabilization design and construction services for the Baltimore Gas and Electric Company. SMC's project responsibilities included site assessment, constructability review of proposed design, site erosion and sediment control, implementation of repair measures, and site stabilization.

Asbury Broadneck United Methodist Church Stream Restoration Design-Build; Arnold, MD

Principal-in-Charge. SMC was responsible for the stream restoration installation of 550 LF of stream. The scope included E&S, water management, channel grading, imbricated walls, pedestrian bridge installation, regenerative stormwater conveyance channel with multiple cascade/pool sequences, and log toe protection. SMC coordinated with an oncall archaeologist to verify that no human remains were disturbed. Ms. Rauhofer oversees all contractual components of this contract.

Emmord Branch Stream Restoration; Harford County, MD

Principal-in-Charge. SMC installed a stormwater treatment bar to improve water quality, headcut stabilization, and restoration of 975 LF of stream channel of an unnamed tributary to Emmord Branch located on County School property. SMC repaired eroded stormwater outfall channels through the installation of a stormwater bar and headcut stabilization practices, installation of clay channel blocks, step pools, riffle grade control structures, valley wide log sill installation and bank and microtopography grading. Ms. Rauhofer oversaw all contractual components of the project.

Great Seneca Stream Restoration; Gaithersburg, MD

Principal-in-Charge. SMC was responsible for 3,000LF of stream restoration on two separate reaches. Services included E&S installation, pump arounds, channel grading, clay block installation, riffle grade control, plunge pools, rip rap cascade step pools, site excavation and grading, stabilization, and planting. Ms. Rauhofer oversaw all contractual components.

Roland Run Stream Restoration; Towson, MD

Principal-in-Charge. SMC completed construction services for 1,025 LF of stream restoration. Work was conducted within a neighborhood park and behind private homes. Because of this, public safety was a top priority throughout the duration of the project. Ms. Rauhofer oversaw all contractual components of the project.

DC Stream RSC Design-Build; Washington, DC

Project Manager. Ms. Rauhofer led two design-build stream restoration projects for the DC Department of the Environment. Two of these projects are located on tributaries to Rock Creek on National Park Service (NPS) land and require special consideration and practices to ensure compliance with NPS policies and procedures. These restoration contracts are focused on the restoration of more than one mile of stream degraded by urban runoff from DC streets. Ms. Rauhofer performed H&H modeling, NEPA services on the NPS lands, development of restoration concepts, meeting and coordination with DC resource personnel and the adjacent homeowners, permitting, preparation of detailed construction plans, construction and construction oversight.



JENNIFER RAUHOFFER, PE

- continued -

Windsor Ridge Stream Restoration; Anne Arundel County, MD

Technical Oversight. Ms. Rauhofer provided technical assistance with the implementation of the Windsor Ridge stream restoration project for Anne Arundel County, including oversight and guidance in making the plans.

Crofton Tributary Stream Restoration; Anne Arundel County, MD

Quality Control. Ms. Rauhofer provided QA/QC to the team for the development of a stream restoration design for the tributary. The goal of the project was to restore the watershed process including recharging the groundwater table to regenerate spring seeps by reconnecting the stream channel to its floodplain. This approach in turn eliminated high and eroding banks, improved water quality and created conditions favorable for native Anne Arundel County coastal plain biota, while naturally controlling invasive species.

Rupperts Ravine Phase 2 Tributary Restoration; Anne Arundel County, MD

Quality Control. Ms. Rauhofer provided QA/QC to the team tasked with the development of a stream restoration design for the tributary. The design proposed converting the incised and headcutting stream channel into a stable seepage wetland ecosystem well linked to its historic floodplain. By recharging the groundwater table, a number of threatened plant species associated with Anne Arundel County's native acid seep wetland systems were supported.

Gwynns Falls Ecosystem Restoration Phase I (MC-10); Baltimore, MD

Project Manager. Ms. Rauhofer led the Project Team in restoring 2600 LF of Maiden's Choice Run, a tributary to Gwynns Falls. Project goals included the stabilization of severely eroding banks to reduce the sediment load, daylighting approximately 100 LF of an unnamed tributary, wetland creation, and education. Ms. Rauhofer led the Project Team in the development of construction documents.

East Branch of Honeygo Run Stream Restoration; Baltimore County, MD

Project Engineer. Ms. Rauhofer performed the detailed hydraulic computations using the United States Army Corp of Engineers HEC-RAS program for the design of channel restoration of 4,000 LF along the East Branch of Honeygo Run. The project area included several tributaries to the East Branch.

Wood Valley Stream Restoration; Baltimore County, MD

Project Engineer. Ms. Rauhofer performed the detailed hydraulic computations using the United States Army Corp of Engineers HEC-RAS program for the design of channel restoration of 4,000 LF along the Wood Valley Run Run. The project area included several tributaries to the Wood Valley.

Herring Run at Country Club of Maryland Stream Restoration; Baltimore, MD

Project Manager. Ms. Rauhofer led the Project Team in the restoration of 2500 LF of channel. The stream restoration occurred in conjunction with the redesign of two holes on the golf course which the stream valley runs through. The project goals include channel stabilization, increasing riparian vegetation, and protecting existing infrastructure. Ms. Rauhofer led the project team in the development of final construction documents.

Whitemarsh Run Stream Restoration; White Marsh, MD

Project Engineer. Ms. Rauhofer was responsible for the design engineering, and H&H modeling of a \$1.5M stream and floodplain restoration project.

JENNIFER RAUHOFFER, PE

- continued -

Redgate and Northeast Park Stormwater Management and Stream Projects; Rockville, MD

Project Manager and Engineer. Ms. Rauhofer led the Project Team in the restoration of a degraded, urban stream running through a golf course. She performed data collection and analysis; bankfull discharge identification; stream morphology and riparian vegetation assessment and reference reach data collection. She prepared restoration concepts and final design and construction documents and oversaw construction.

Open Channel Database for Herring Run Watershed; Baltimore, MD

Project Manager. Ms. Rauhofer managed the assessment of over 18 mi. of urban stream channel. She led the Project Team in the physical and biological assessment; identifying and prioritizing opportunities for stream restoration; and the preparation of GIS maps illustrating findings and recommendations. She also led the Project Team in preparing restoration concepts for priority opportunities along with a final report.

Panther Branch Stream Restoration; Hereford, MD

Project Engineer. Ms. Rauhofer provided design services for the restoration of 350 LF of headwaters to Panther Branch, a Class III trout stream. Design included transformation of an incised channel into a system with step-pool-riffle morphology. Work included principles of fluvial geomorphology including Rosgen Stream Classification System, evaluating and applying empirical data relative to horizontal and vertical geometry, stream bed material, vegetative influence, etc. She performed a back water hydraulic analysis using the USACE HEC-RAS program; and designed an energy dissipation plunge pool device for the storm drain discharging into the stream including modeling of the hydraulic jump, tailwater influence, etc. She located and measured reference reach streams, prepared construction drawings and assisted in bidding through the local capital projects process.

St. Joseph's Church Stream Restoration; Baltimore County, MD

Project Engineer. Ms. Rauhofer served on the team as they completed the enhancement and stabilization of 400 LF of unstable ephemeral channel in a heavily-urbanized, flashy 200 acre watershed. The steepened channel banks had been previously hard-armored. Work included detailed hydraulic analysis using HEC-RAS and the subsequent design of a flood relief culvert; preparation of reports, construction drawings, and application for MDE Wetland and Waterway permits, and addressing comments to receive permits.

TYLER GARDNER, PE

Project Manager

Mr. Gardner is an Associate at SMC with 9 years of engineering experience in stormwater management design and inspection, stream restoration design, and industrial NPDES plans, monitoring, and sampling. He manages our engineering team and performs H&H studies using TR55/TR-20/HEC-RAS models, and specializes in SWM design, E&SC, and obtaining permits in various jurisdictions throughout Maryland. Mr. Gardner is experienced in using GIS, CAD, and database management systems. He has very diverse experience and has been deeply involved with the inspection, assessment, and forensic analysis of existing stormwater infrastructure and resulting design of repairs and retrofits.

PROJECT EXPERIENCE

Howard County Stormwater Management Design-Build; Clarksville, MD

Project Engineer. Mr. Gardner completed the design portion of the County Design-Build services. Key project elements included SCD coordination, attainment of long-term access agreements with property owners, preliminary/final design of project elements, performing preliminary H&H computations, surveying, and final permit attainment through the redline plan revision process. Construction services followed and then maintenance services followed for 5 years.

Asbury Broadneck United Methodist Church Stream Restoration Design-Build; Annapolis, MD

Project Engineer. Mr. Gardner restored an ephemeral stream to prevent a historical cemetery from flooding and to obtain water quality credit. He performed permitting, H&H and design computations, construction and E&SC plans and details.

Maryland Food Center Authority Design-Build; Jessup, MD

Project Engineer. Mr. Gardner has served as a design engineer as SMC leads the design-build efforts where we are responsible for providing stream restoration services that include initial data collection, design oversight, constructability reviews, and upcoming construction.

Tributary to Dead Run Stream Stabilization; Baltimore, MD

Project Engineer. Mr. Gardner developed a 30% stream restoration concept to assist Baltimore City in meeting their MS4 requirements. He performed a geomorphologic site assessment, sediment transport analysis, H&H, and design computations.

Maryland Food Center Authority (MFCA) MS4 Permit; Jessup, MD

Project Manager. SMC's services included assisting the facility to gain coverage under and meet the requirements of the 13-SF-5501 MS4 permit. Mr. Gardner performed project managerial duties, permitting, development of an Impervious Area Restoration Program along with supporting engineering computations, and development & implementation of an Illicit Discharge Detection and Elimination (IDDE) Program.

EDUCATION

**Bachelor of Science,
Biological Engineering
- Natural Resources
Engineering,
Pennsylvania State
University, 2015.**

LICENSES/ CERTIFICATIONS

**Professional Engineer,
MD (#59611),
PA (#PE093540),
DC (#PE40001593)**

**OSHA Confined Space
Certification**

**First Aid/CPR/AED
Certification**

Rosgen Training (Level I)

TYLER GARDNER, PE

- continued -

NPDES Monitoring/Permit Compliance; Statewide, MD and PA

Project Manager. SMC's services included assisting 30+ different facilities in obtaining and maintaining compliance with a general discharge permit coverage for their specific sector of industry from their respective regulatory agencies. Mr. Gardner oversaw the project as they obtained the 12-SWA, 13-SF, 15-MM & 16-MA permits for the State of Maryland, and the PAG03 for the Commonwealth of Pennsylvania. He performed project managerial duties, created stormwater pollution prevention plans (SWPPP) where warranted, and ensured quarterly compliance with all mandated regulations.

City of Hyattsville Stormwater Retrofit Services On-call; Hyattsville, MD

Project Manager. SMC's services included design and/or retrofits of unique stormwater management facilities to fit the specific site constraints. Mr. Gardner performed H&H and design computations, E&SC plans and details, project managerial duties and coordinated with the City for construction of the projects.

Mason-Dixon Sand and Gravel Mines; Cecil County, MD

Project Manager. Mr. Gardner developed mining plans and/or modifications adherent to Maryland Department of the Environment (MDE) Mining, current sediment and erosion control standards and Soil Conservation District guidelines. He performed project managerial duties, H&H and design computations, E&SC plans and details.

Lake Lariat High Hazard Dam Emergency Repairs - MD; Howard County, MD

Project Engineer. SMC conducted ongoing inspections, maintenance and repairs of a high hazard dam as classified by Maryland Department of the Environment (MDE), oversaw installation of a new sluice gate, and developed an updated Emergency Action Plan (EAP) as required by MDE for potential dam failure emergency situations.

Broadneck Park Stormwater Pond Retrofit; Annapolis, MD

Project Engineer. Mr. Gardner completed the retrofit of an existing dry stormwater pond into an extended shallow detention pond for water quality credit. He performed permitting, H&H and design computations, E&SC plans and details.

Montgomery County MS4-Rock Creek Watershed Assessment; Rockville, MD

Project Engineer. Mr. Gardner completed an assessment of 10+ miles of streams and 35 site locations for possible restoration, retrofit, or new BMPs within the watershed, and prioritization based on total benefit and feasibility. He was responsible for the identification and field assessment of potential stormwater retrofit projects in Patuxent and Seneca watersheds. Concepts were developed for selected sites including pollutant removal estimates and engineering cost estimates. Additionally, he oversaw the field verification survey of more than 120 existing grass swales.

Baltimore City On-Call Stormwater Study & Engineering Design; Baltimore, MD

Project Engineer. Mr. Gardner completed the geomorphologic site assessment and sediment transport analysis for Maidens Choice Run and Dead Run, providing AutoCAD/Civil 3D drawing support, and headwall repair and outfall stabilization designs for Moores Run.

Craddock Estates Home Owners Association Pipe Line Repair; Garrison, MD

Project Engineer. Mr. Gardner prepared H&H computations to obtain County approval for a CIP pipe line repair through the redline revision process for an embankment pond.

TYLER GARDNER, PE

- continued -

Howard County Stormwater & Watershed Management On-Call; Clarksville, MD

Drafter. Mr. Gardner provided AutoCAD and GIS drafting support for initial concept phase to determine site selection for Design-Build services.

Harford Gateway Bioretention Facility Retrofit; Aberdeen, MD

Project Engineer. SMC developed the lab protocol and oversaw a simple lab analysis to determine the soil classification, PH ratings, and electric conductivity rating to investigate the likely cause of a failed bioretention facility. Mr. Gardner was also responsible for writing the report, which summarized the probable cause of the failed facility and made recommendations to retrofit the facility instead of repairing the facility.

BP Lubricants Pond Repairs; Baltimore, MD

Jr. Engineer. SMC reviewed CCTV, conducted a Hydrologic and Hydraulic analysis, and prepared plans to obtain Baltimore County approval for a riser modification, sediment removal, and cured-in-place liner for an excavated pond.

Stella Maris Inc. Embankment Pond Remediation; Timonium, MD

Jr. Engineer. SMC conducted a Hydrologic and Hydraulic analysis, and prepared plans to obtain Baltimore County approval for an embankment pond remediation that consisted of a riser replacement with a new dewatering device and a cured-in-place liner. Mr. Gardner also assisted in providing construction oversight and provided guidance to junior employees for the development of the as-built plans.

MNCPPC Dam CCTV Inspection; Montgomery County, MD

Project Engineer. SMC conducted an annual dam safety inspection of the Lake Needwood high hazard dam in Redland, Maryland, per Maryland Department of the Environment requirements; and assisted in overseeing structural repairs of the sluice gate and control structure.

Montgomery County Stormwater Engineering and Inspections; Rockville, MD

Project Engineer/Inspector. SMC provided technical inspection and engineering services in support of the County Inspection Program. Mr. Gardner provided visual inspections of above and underground BMPs, photo documentation, preparation of inspection reports, and preparation of corresponding inspection repair and maintenance work orders, as appropriate. Mr. Gardner has also been personally involved in the annual inspection of 6 significant or high hazard dams.

Howard County Stormwater Management Facilities - Design, Installation & Maintenance; Howard County, MD

Project Engineer. SMC completed the design portion of the Design-Build services. Elements included SCD coordination, attainment of long-term access agreements with property owners, preliminary/final design of project elements, performing preliminary H&H computations, surveying, and final permit attainment through the redline plan revision process.

City of Gaithersburg Inspection, Reporting, and Maintenance for Underground Stormwater Facilities; Gaithersburg, MD

Project Engineer. SMC was responsible for GIS work completed for the underground stormwater facilities inspection, reporting, and maintenance of 2,750 storm drain inlets, StormFilters, Filterrras, underground detention vaults, storm drain filter inserts, oil water separators, and hydrodynamic structures including Baysavers. SMC utilized an automated software program that allows inspection reports with photos documenting actual conditions to be created as the inspections and subsequent maintenance is completed which is all georeferenced to the city GIS asset database.

THEODORE SCOTT, PE

Senior Engineer

Mr. Scott is the Founder and Executive Vice President of Stormwater Maintenance, LLC (SMC). SMC provides engineering, inspection, surveying, construction, and maintenance of existing drainage-related infrastructure including streams and stormwater systems, primarily throughout the Chesapeake Bay watershed. Mr. Scott manages the technical aspects and helps to oversee operations of the firm with an emphasis on applying practicality to complex issues. Mr. Scott is a Professional Civil Engineer with more than 35 years of experience in water resources engineering, site and stormwater management design, maintenance, inspection, construction, and repairs. He is known as an industry leader on stormwater issues as related to existing infrastructure, and his experience includes the design of hundreds of stormwater facilities of all types and oversight of the operations and maintenance (O&M) of thousands of stormwater facilities throughout the Mid-Atlantic.

Mr. Scott is a sought-after consultant and national speaker on stormwater management issues, including the application of emerging technologies such as low impact development, integrated stormwater management design, stormwater on green building projects, alternative practices (permeable paving and bioretention), and the programmatic and implementation issues of inspection, maintenance, and repair of stormwater management infrastructure. While Mr. Scott continues to consult on select projects focused on green stormwater and integrated site design (LID/ESD), his primary focus is on the analysis, inspection, maintenance, and remediation of existing facilities and the design of retrofit projects.

PROJECT EXPERIENCE

White Rose Motorcycle Club - Codorus Creek Stream Restoration Design-Build; York County, PA

Lead Engineer. Mr. Scott has led engineering efforts for this design/build effort, specifically pertaining to initial data collection, and design oversight of the first phase of the project.

Maryland Food Center Authority Design-Build; Jessup, MD

Lead Engineer. Mr. Scott has led the engineering design efforts as SMC leads this design-build project where we are responsible for providing stream restoration services that include initial data collection, design oversight, constructability reviews, and upcoming construction.

Howard County Stormwater Management and Stream Restoration Construction Design-Build; Howard County, MD

Lead Engineer. Mr. Scott led the team as they completed the design, permitting, and construction components of services. Design elements included SCD coordination attainment of long-term access agreements with property owners, preliminary and final design of project elements, performing preliminary H&H computations, surveying, and final permit attainment through the redline plan revision process; and then construction included installation of an E&SC measures, site excavation, and grading; installation of

LICENSES/ CERTIFICATIONS

**Professional
Engineer, MD
(#32602)**

**LEED Accredited
Professional**

**Maryland
Department of
the Environment
Erosion and
Sediment Control
Certification**

**Master Stormwater
Practitioner,
Chesapeake Bay
Stormwater Training
Partnership**

**OSHA First
Responder Hazmat
Operations
Certification**

**OSHA Confined
Space Certification**

THEODORE SCOTT, PE -continued-

gabion baskets, geotextile fabric, and sand filter creation and infiltration (underdrain pipe, sand filtration media and stone filtration media). Maintenance followed for 5 years.

Asbury Broadneck United Methodist Church Stream Restoration Design-Build; Arnold, MD

Lead Engineer. SMC was responsible for the stream restoration installation of 550 LF of stream. The scope included E&S, water management, channel grading, imbricated walls, pedestrian bridge installation, regenerative stormwater conveyance channel with multiple cascade/pool sequences, and log toe protection. SMC coordinated with an oncall archaeologist to verify that no human remains were disturbed. Mr. Scott oversaw all quality control components of the project.

Broadneck Park Stormwater Retrofit; Annapolis, MD

Lead Engineer. SMC completed the retrofit of an existing dry stormwater pond into an extended shallow detention pond for water quality credit. Mr. Scott oversaw all quality control components of the project.

Montgomery County Inspections; Rockville, MD

Lead Engineer. Mr. Scott completed a technical inspection and engineering services, specifically developing an inspection training program, QA/QC plan, and inspection checklists. He was responsible for visual inspections of all above/below ground BMPs, photo documentation, and preparation of a field report; and preparation of corresponding inspection repair and maintenance work orders. Services included the inspection of 6 high hazard dams with monthly monitoring of observation wells and CCTV inspections performed on 36" pipes where visual internal inspections were not possible.

Baltimore City On-Call Stormwater Study and Engineering Design; Baltimore, MD

Lead Engineer. SMC provided wetland and waters of the US delineations and technical review for wetland delineation, forest stand delineation, environmental permitting, and stream/wetland restoration designs. Mr. Scott oversaw all quality control components of the project.

State Highway Administration Open-End TMDL; Cecil County, MD

Lead Engineer. SMC provided Illicit Discharge Detection and Elimination services. Mr. Scott oversaw all quality control components of the project.

Montgomery County MS4-Rock Creek Watershed Assessment; Rockville, MD

Lead Engineer. SMC completed an on-site assessment of 10+ miles of streams and 35 site locations for possible restoration and retrofit or new BMPs within the Rock Creek watershed, and prioritized services based on total benefit and feasibility. Mr. Scott oversaw all quality control components of the project.

Dannon Garth Pond Renovation; Howard County, MD

Lead Engineer. SMC completed the structural design of a concrete weir wall and pedestrian bridge to renovate a failing pond. Mr. Scott oversaw all quality control components of the project.

Howard County Stormwater and Watershed Management On-Call; Clarksville, MD

Lead Engineer. SMC provided a watershed assessment and conceptual designs for stormwater retrofits to help the County meet their MS4 permit requirement. Tasks included field assessment for viability and feasibility of sites that included BMP conversions, new BMP installation, and outfall stabilization. Conceptual designs were developed for the highest priority sites. Mr. Scott oversaw all quality control components of the project.

THEODORE SCOTT, PE -continued-

Wawa Whitemarsh Route 7 and Campbell Boulevard Floodplain Analysis; Rossville, MD

Lead Engineer. SMC completed the floodplain analysis of the effects of a proposed Wawa development on the 2, 10, and 100-year storm events on Whitemarsh Run. Mr. Scott oversaw all quality control components of the project.

Corridor Industrial Park Embankment Pond Repair; Savage, MD

Lead Engineer. SMC obtained County approval for a riser and slip line repair through the Redline Revision Process for an embankment pond. Mr. Scott oversaw all quality control components of the project.

Montgomery County Stormwater Engineering and Inspections; Montgomery County, MD

Engineer-in-Charge. SMC provided technical inspection and engineering services in support of the County Inspection Program. Mr. Scott's work included developing an inspection training program, preparation of the QA/QC plan, QA reviews, and development of inspection checklists. Inspection services included the oversight of visual inspections on over 12,000 above/below ground and ESD BMPs, photo documentation, and preparation of field inspection reports, and preparation of corresponding Inspection Repair and Maintenance Work Orders, as appropriate. His personal involvement also included the annual PE inspection of 6 significant or high hazard dams. Oversight of monthly monitoring of observation wells and CCTV inspections performed on 36" pipes where visual internal inspections were not possible.

City of Gaithersburg Inspection, Reporting, and Maintenance for Underground Stormwater Facilities; Gaithersburg, MD

Engineer-in-Charge. Mr. Scott managed the team as they completed the underground stormwater facilities inspection, reporting, and maintenance of 2,750 storm drain inlets, StormFilters, Filterrras, underground detention vaults, storm drain filter inserts, oil water separators, and hydrodynamic structures including Baysavers. SMC utilized an automated software program that allows inspection reports with photos documenting actual conditions to be created as the inspections and subsequent maintenance is completed which is all georeferenced to the city GIS asset database.

Lake Lariat High Hazard Dam Emergency Repairs - MDE; Southern Maryland

Engineer-in-Charge. Mr. Scott manages the team as they continue to provide services for the ongoing inspection, maintenance and repair of a high hazard dam as classified by Maryland Department of the Environment (MDE). Additionally, he oversaw the development of an updated Emergency Action Plan (EAP) as required by the MDE for potential dam failure emergency situations.

Howard County SWM Design, Build, Operate, & Maintenance; Howard County, MD

Engineer-in-Charge. Mr. Scott oversaw the design of three stormwater retrofits on church properties in Howard County. He provided quality assurance and constructability oversight to the primary engineer and designs staff. The retrofits applied Mr. Scott's innovative gabion sand filter sandwich design to existing detention ponds to provide water quality treatment for at least the first inch of runoff. The work will provide 15 acres of impervious acres treated toward the County's MS4 permit requirements.

Prince George's County The Clean Water Partnership; Prince George's County, MD

Engineer-in-Charge, O&M Lead, Design/Build Contractor, and a member of the Design Advisory Committee of a groundbreaking 30-year program that has and is restoring over 4000 acres of impervious area. This effort is an innovation in the way urban watersheds are restored in many areas of the United States by streamlining the design, permitting, and construction processes and significantly reducing the costs of impervious area treatment. The program includes socio-economic initiatives to benefit local and minority employees and subcontractors.

EUGENE FLEAGLE, PE

Senior Engineer

Mr. Fleagle is an Associate and member of the Management Team for SMC. He manages the Professional Services group for SMC and is a versatile employee involved in stormwater design, inspection, construction, project management, quality control, and technical and field operations. He is a Water Resources/Structural Engineer with 24 years of experience in stormwater and related technical fields including H&H engineering, SWM design, E&SC, and structural design. He has performed and managed the design of embankment rehabilitation, bridge design, SWM, and H&H projects using TR-55/TR-20/HEC-RAS models; and is experienced in construction inspection, shop drawing review, report preparation, cost estimating, contract preparation, and obtaining required permits. Mr. Fleagle is experienced with AutoCAD, GIS, VBA, and database management systems; and has experience with a wide range of structural engineering analysis tools including: ABLRFD Abutment and Retaining Wall Analysis and Design, BPLRD – Bearing Pad Design and Analysis, PAPIER – Pennsylvania Pier Analysis, PSLRFD – Prestressed Concrete Girder Design and Rating, ABUT5 – LFD Abutment and Retaining Wall Analysis and Design, BAR7 – Bridge Analysis and Rating, and BOX5 – LFD Prestressed Concrete Girder Design and Rating. I

PROJECT EXPERIENCE

Maryland Food Center Authority Stream Restoration Design/Build; Jessup, MD

Senior Engineer. Mr. Fleagle has served as a senior design engineer as SMC leads the design-build efforts where we are responsible for providing stream restoration services that include initial data collection, design oversight, constructability reviews, and upcoming construction.

Howard County Stormwater Management and Stream Restoration Construction Design-Build; Howard County, MD

Senior Engineer. Mr. Fleagle led the team as they completed the design portion of the projects. Elements included SCD coordination attainment of long-term access agreements with property owners, preliminary and final design of project elements, performing preliminary H&H computations, and surveying.

Montgomery County MS4-Patuxent and Seneca Watershed Stream Restoration; Montgomery County, MD

Senior Engineer. Mr. Fleagle led the identification and field assessment of potential stormwater retrofit projects in the Patuxent and Seneca watersheds. Concepts were developed for selected sites including pollutant removal estimates and engineering cost estimates. Additionally, he oversaw the field verification survey of more than 120 existing grass swales.

Fair Hill Nature Center Parking Lot Stormwater Retrofit and Stream Restoration; Elkton, MD

Senior Engineer. SMC completed 600 LF of stream restoration and concrete bridge repair; and retrofit of several parking lots to provide stormwater treatment for previously untreated impervious surfaces on property that directly discharges to Big Elk Creek. The scope included E&SC installation, structure and asphalt demolition, pervious paver installation, construction of 2 bioretention facilities, a submerged gravel wetland, 3 RSC systems, and dry meadow

EDUCATION

Graduate Certificate, Geotechnical Engineering, University of Wisconsin Platteville, 2019

Bachelor of Science, Civil Engineering, Pennsylvania State University, 2000.

CERTIFICATIONS/ LICENSES

Professional Engineer, Maryland (#44289)

Confined Space Certification

EUGENE FLEAGLE, PE

- continued -

forebay system. SMC completed all asphalt installation, site stabilization, and landscaping to complete the restoration. Mr. Fleagle completed the as-builts for the project.

Howard County Stormwater Study & Watershed Management On-Call; Clarksville, MD

Water Resources Engineer. SMC completed on-site assessment of 21 BMP conversions, 28 new BMP sites, and 35 outfall stabilization locations within the Southern Middle Patuxent watershed, and developed concept plans for 11 sites. Mr. Fleagle managed the team that completed the services.

Howard County Stormwater Facility Inspections; Howard County, MD

Senior Engineer and Quality Control. Mr. Fleagle led the triennial inspection and assessment of stormwater facilities throughout the County. Stormwater inspection services included visual inspection of all above and below ground BMPs, photo documentation, preparation of field reports, preparation of a corresponding Inspection Repair and Maintenance Work Order, as applicable.

Montgomery County MS4-Rock Creek Watershed Assessment; Rockville, MD

Senior Water Resources Engineer. SMC completed an on-site assessment of 10+ miles of streams and 35 site locations for possible restoration, retrofit or new BMPs within the Rock Creek watershed, and prioritized based on total benefit and feasibility. Mr. Fleagle oversaw the team as they completed the assessments.

Wawa Whitemarsh Route 7 and Campbell Boulevard Floodplain Analysis; Rossville, MD

Senior Engineer. SMC completed the floodplain analysis of the effects of a proposed Wawa development on the 2, 10, 100-year storm events on Whitemarsh Run. Mr. Fleagle oversaw the team as they completed the analysis.

Howard County Stormwater Management Facilities - Design, Installation and Maintenance; Howard County, MD

Senior Engineer. Mr. Fleagle managed the design team on a \$1,000,000 contract to treat stormwater runoff on non profit properties. Work included screening available properties to identify viable, cost effective opportunities for treatment and determine the amount of impervious acres to be treated for the total fee. A total of 15 acres of impervious acre credits were provided using an innovative retrofit design of adding a gabion sand filter sandwich to existing detention ponds to provide water quality treatment. SMC also provided permitting, construction and 2-years of aesthetic maintenance and 5-years of function maintenance following construction acceptance.

Lake Lariat High Hazard Dam Emergency Repairs - MDE; Calvert County, MD

Senior Water Resource Engineer / Engineer-in-Charge. SMC completed annual, underwater inspections, EAP updates, EAP tabletop exercises, and repairs of a high hazard dam. Mr. Fleagle managed the annual, underwater quinquennial inspections, EAP updates, EAP Table Top exercise, and repairs of a High Hazard Dam located in Calvert County. He completed design plans and oversaw the construction of the sluice gate and trash rack replacement. He managed a team of engineers and divers to make emergency repairs to the sluice gate and stem where the stem was severely contorted by debris and unable to fully close, lowering the lake by a foot per day. Through a highly coordinated effort, Mr Fleagle's team was able to stop the leak and replace the stem to restore operation for Lake Lariat.

Dannon Garth Pond Renovation; Howard County, MD

Senior Engineer. Mr. Fleagle was responsible for the structural design of a concrete weir wall, pedestrian bridge,

EUGENE FLEAGLE, PE - continued -

and clay core to renovate a failing pond and oversaw the construction. He also performed the H&H computations and prepared all structural and E&SC plans and details.

Columbia Gateway Principal Spillway; Columbia, MD

Senior Engineer. Mr. Fleagle led the slipline repair of a failed 30" CMP principal spillway. The repairs included the design and construction on an emergency spillway concrete weir to meet the MD-378 freeboard requirements. He also oversaw the H&H computations, remediation plans and County approval submissions through the Redline Revision Process for an embankment pond.

City of Gaithersburg Inspection, Reporting, and Maintenance for Underground Stormwater Facilities; Gaithersburg, MD

Senior Engineer. Mr. Fleagle provided oversight of the team and quality control as they completed the underground stormwater facilities inspection, reporting, and maintenance of 2,750 storm drain inlets, StormFilters, Filterrras, underground detention vaults, storm drain filter inserts, oil water separators, and hydrodynamic structures including Baysavers. SMC utilized an automated software program that allows inspection reports with photos documenting actual conditions to be created as the inspections and subsequent maintenance is completed which is all georeferenced to the city GIS asset database.

Montgomery County Stormwater Engineering and Inspections; Montgomery County, MD

Senior Engineer and Lead QC Reviewer. Mr. Fleagle provided technical inspection and engineering services in support of the County Inspection Program. His work included ongoing implementation of an inspection training program, implementation to the QA/QC plan, and preparation of inspection checklists. The team completed visual inspections of above/below ground BMPs, photo documentation, and prepared a field report and corresponding Inspection Repair and Maintenance Work Orders, as appropriate. His work also included annual PE inspections of 6 significant or high hazard dams with monthly monitoring of observation wells and review of CCTV inspections performed on pipes 36" where visual internal inspections were not possible.

Brookdale Pikesville; Pikesville, MD

Senior Engineer. Mr. Fleagle provided oversight to the forensic bioinvestigation to determine the cause of four failed bioretention facilities and berm collapse. His team concluded the bioretention facilities were not filtering as designed due to an impermeable surface soil layer and clogged underdrains. Additionally, the berm likely cause of failure was the wooden level spreaders had warped and caused concentrated flows. SMC is currently under contract for the design of a retrofit for water quality, water quantity and repairs.

Lauren Wirth

Natural Resources, Deputy Director

Ms. Wirth is an environmental professional with 18 years of experience. She is a MD DNR Qualified Professional, with experience performing wetland delineations, forest stand delineations associated with the Forest Conservation Act, Reforestation Law and Roadside Tree Law, Rare, Threatened and Endangered species and habitat surveys, stream assessments, and environmental monitoring.

She is experienced in environmental consulting, land planning, and project management services in both the public and private sector. She has extensive experience leading the preparation of feasibility studies, land planning reports, and civil site design, ensuring compliance with all local, state and federal zoning codes and laws. She often facilitated and lead community outreach meetings and presented projects at local planning commissions and public hearings, with a focus on finding consensus between agency, public and private stakeholders.

Years of Experience: 20

Years with Straughan: 4.5

Education

BS, 2002, *Natural Resources Management – Plant and Wildlife Management*, University of Maryland

Affiliations

ACEC – Metro Washington

Maryland Native Plant Society

Association of State Wetland Managers

Certifications and Training

Wetland Training Institute – Advanced Hydrology Certification (2021)

SHA Erosion and Sediment Control Certification (Yellow Card) #20-041 (2020)

MDE Erosion & Sediment Control Responsible Personnel Certification #RPC017429 (2019)

NAHB Land Development, Site Planning and Zoning Certification (2005)

Wetland Training Institute Certification Program (2020)

Army Corps of Engineers Wetland Delineation & Management Program (2005)

Maryland DNR Qualified Forest Conservation Professional (2004)

Willow Cove Stormwater Management Pond Maintenance | Montgomery County Department of Environmental Protection (DEP) | Montgomery County, MD | 2/2024 - Ongoing | Task Manager

Task Manager responsible for overseeing environmental permitting for maintenance dredging on a county stormwater management pond. Tasks include RTE coordination, wetland and waterway delineations and tree surveys, wetland and waterway permitting, and a forest conservation exemption.

Chalk Point to Hughesville 69kV Transmission Line Project Permitting | Southern Maryland Electric Cooperative, Inc. (SMECO) | Charles County and Prince George's County, MD | 9/2022 - Ongoing | Task Manager

Task Manager responsible for natural resource assessments and permitting within a 7.3 mile utility easement and associated access routes. Tasks include roadside tree surveys, forest stand delineations, and vegetation surveys within the Chesapeake Bay Critical Area. Efforts were made to reduce impacts to wetland and waterway resources and minimize permit impacts, allowing for the project to be permitted as part of MDSPGP-6 as opposed to an individual permit. Tier II permitting, a Water Quality Certification, forest conservation act approvals, and Chesapeake Bay Critical Area permitting and mitigation are included in this project.

Upper Cowhide Branch Stream Restoration | Anne Arundel County | Anne Arundel County, MD | 7/2023 - Ongoing | Task Manager

Task Manager responsible for oversight of natural resource tasks in support of a 2,400 linear foot stream restoration project. Field investigation tasks include a specimen tree survey, broad vegetation survey to map on-site plant communities, a wetland delineation, and a full Forest Stand Delineation. Following the field investigation, tasks included preparation of a Limited Environmental Site Investigation, Forest Stand Delineation, Vegetation Survey Plan, and a Wetland and Waterway Memorandum.

Faulkner Ridge Outfall NRI and Alternatives Analysis | Columbia Association | Howard County, MD | Natural Resources Task Manager and Environmental Scientist

Task Manager and Environmental Scientist responsible for oversight of natural resource tasks in support of efforts to address stream bank erosion and provide water quality treatment with a proposed SWM facility. Tasks include natural resource field investigations, including specimen tree surveys and wetland and waterway delineations.

Autumn Harvest Stream Restoration | Howard County Stormwater Management Division | Howard County, MD | Natural Resources Task Manager

Task Manager responsible for oversight of natural resource tasks associated with approximately 500 feet of perennial stream channel restoration. Tasks include overseeing wetland and waterway permitting and forest conservation and alternative compliance approvals through Howard County.

Temora Pond Retrofit | Howard County Stormwater Management Division | Howard County, MD | Natural Resources Task Manager



Task Manager responsible for oversight of natural resource tasks associated with the retrofit of an existing stormwater management pond. Tasks include natural resource field investigations, including specimen tree surveys and forest stand and wetland and waterway delineations, wetland and waterway permitting, and forest conservation and alternative compliance approvals through Howard County.

Havre de Grace Revitalization | City of Havre de Grace | Havre de Grace, MD | Project Manager

Project Manager responsible for oversight of natural resource and cultural resource tasks and a preliminary environmental review. Tasks include wetland and waterway delineations, critical area tree delineations, Submerged Aquatic Vegetation surveys, and preliminary natural, environmental, cultural, and socioeconomic reviews to inform the NEPA review process.

Wilde Lake Stream Stabilization Design and Permitting | Columbia Association | Howard County, MD | Natural Resources Task Manager and Environmental Scientist

Task Manager and Environmental Scientist responsible for oversight of natural resource tasks in support of 290 linear feet of stream restoration beginning downstream of the Wilde Lake Dam spillway adjacent to the Wilde Lake Loop Trail. Tasks include natural resource field investigations, including specimen tree surveys and wetland and waterway delineations, and associated wetland permitting.

Station Platform Rehabilitation Program 4 – Design Build | Washington Metropolitan Area Transportation Authority (WMATA) | Prince George's County, MD and Washington, DC | Project Manager

Project Manager responsible for oversight of natural resource and cultural resource tasks in support of general maintenance, repair, and improvements to metro stations and bridges at five locations in Maryland and Washington, DC. Tasks associated with this project include wetland and waterway and cultural resource field investigations, agency coordination, wetland and waterway permit preparation. Tasks were critical path elements for a fast-paced Design Build project and were completed ahead of schedule.

Magraders Ferry Living Shoreline | Prince George's County Department of Environment (DOE) | Prince George's County, MD | Environmental Scientist

Magraders Ferry project extends 1,217 linear feet along the Patuxent River on private land to meet Prince George's County TMDL/MS4 permit requirements. Proposed construction includes a vented rock sill, bank grading, upland planting, and 40,625 square feet of tidal marsh creation forming a living shoreline. Tasks include providing QA/QC reviews and other support for the preparation and submission of a Buffer Management Plan and Planting Plan to MNCPPC and Critical Area Commission staff.

South Shores Phase IV Trail Project | Anne Arundel County Government | Anne Arundel County, MD | Natural Resources Task Manager

Task Manager providing oversight of Natural Resource tasks in support of 3.5 miles of a new multi-use recreational trail. Tasks include forest stand and wetland and waterway delineations, roadside tree surveys, and the preparation of Forest Stand Delineation Mapping and a Wetland Memorandum.

Old Cameron Run Trail | A. Morton Thomas for City of Alexandria | Alexandria, VA | Project Manager

Project Manager responsible for natural resources investigations, Section 404/401 permit facilitation, Section 106 coordination, and NEPA documentation for the City's proposed recreational trail along Hoofts Run Drive. Responsibilities include the oversight of wetland delineations and tree surveys and the preparation of wetland impact plates, permit applications, RTE coordination letters, cultural resource coordination, and a NEPA Programmatic Categorical Exclusion.

Isha McKnight, MS, PWS

Environmental Scientist

Ms. McKnight is a versatile environmental scientist with experience in multiple areas, including Section 404/401 permitting, water quality data collection, wetland and forest delineations, macroinvertebrate sampling, stream surveys, geomorphic assessments, and mitigation site monitoring. Prior to her time at Straughan, Ms. McKnight conducted urban tree surveys and Ash tree inventories for the Maryland Department of Natural Resources- Forest Service. She has a working knowledge of Trimble GPS and ArcGIS mapping software.

Years of Experience: 9 years

Years with Straughan: 6 years

(Starting Date: October 2017)

Education

MS, 2013, *Environmental Science*, Towson University
 BA, 2011, *Geography, Minor- Biological Science*,
 University of Maryland Baltimore County

Certifications and Training

- Professional Wetland Scientist (PWS)-2023 (#37201)
- Hazwoper 24 Hour Certification- 2023 (NHF-1697479944-4838-6511)
- NC State River Course 201- Natural Channel Design Principles
- NC State River Course 101- Stream Morphology Assessment
- DNR Qualified Professional-2021
- DNR Qualified Professional Training-2020
- Maryland Biological Stream Survey (MBSS)-Spring Training 2018, 2020, 2022, 2023
- MBSS Benthic Macroinvertebrate Sampling Certification
- MBSS Physical Habitat Assessment Certification
- Rutgers Identification of Wetland Plants in Winter-2019
- Virginia Inspector for Erosion and Sediment Control Training- 2018
- SHA Yellow Card Certification Course-2018 (#18-425)
- MOE Erosion & Sediment Control Responsible Personnel Certification (Green Card)-2018 (#RPC012201)
- Wetland Delineation Training w/ Emphasis on Soils and Hydrology- 2018
- Stream Habitat Assessment Workshop- 2018
- WMATA Road Worker Protection Training

68th Street Dump Superfund Site – Remedial Stream Bank Stabilization Design | Environmental Protection Agency (EPA) | Baltimore County, Maryland | 5/2019 – Ongoing | Environmental Scientist

This EPA Superfund site encompasses over 200 acres of mainly forested land in Baltimore County and The City of Baltimore, with more than 100 acres consisting of streams and wetlands. The wetlands and floodplains were used as a dump for both solid and liquid municipal, industrial, and commercial waste between the 1940s and early 1970s. Ms. McKnight is responsible for supporting agency submittals, conducted the forest stand delineation of the entire site, conducted a verification of the previous wetland delineation, and conducted a tidal wetland and waterway delineation. She also assisted with preparing planting plans, specifications, and the Forest Stand Delineation map and report for submission to the EPA. She currently serves as the onsite landscape inspector.

Baltimore City Forest Management Plans | Baltimore City Forestry Division | Baltimore, MD | 2022 - 2023

Environmental Scientist responsible for forest data collection efforts including, but not limited to, forest stand delineation plots, sapling/seedling surveys, invasive species surveys, and forest edge health determinations. Performed QAQC of forest management plans.

Roadway Design – Drainage Investigation Environmental Permitting | District Department of Transportation (DDOT) | 2020 – 2023 | Washington, DC. Environmental Scientist and task manager responsible for environmental permitting in support of the rehabilitation of two culverts located in Northwest Washington, DC. Responsible for conducting field investigations to identify wetlands and waters of the U.S. and providing a wetland investigation memorandum summarizing the results of the field investigation. Also surveyed trees with a diameter at breast height (DBH) of 4 inches and greater on NPS property and surveyed trees with a DBH of 14 inches and greater on all other property. Conducted a comparative evaluation of the existing stream channel at each site and the proposed design conditions following the EPA's Rapid Bioassessment Protocol (RBP) Habitat Assessment for High Gradient Streams. Responsible for preparing NPS Special Use Permits for field investigations and construction. Prepared and obtained a Water Quality Certification from DOEE. Prepared a Wetland Permit Application and wetland impact plates for submission to DOEE and USACE and obtained a permit authorizing the proposed work. Prepared a planting plan for the Culvert 43C repair site.

Prince George's County Living Shoreline | Prince George's County Department of Environment (DOE) | 2017 – Ongoing | Environmental Scientist

Environmental Scientist and task manager responsible for desktop analysis and field delineation of tidal wetlands, tree survey, permitting, planting plan development, and coordination with Critical Area for Prince George's TMDL/MS4 permit requirement goals with respect to living shoreline stabilization. Responsibilities include agency coordination with Maryland Department of Natural Resources – Wildlife Heritage Service (DNR-WHS), DNR-WHS Waterfowl Program Manager, DNR – Environmental Review Program (DNR-ERP), Maryland Historical Trust (MHT), United States Fish and Wildlife Service (USFWS), National Marine Fisheries Service – Habitat



Conservation Division (NMFS-HCD), and NMFS – Protected Resources Division (NMFS-PRD). Responsible for coordination with the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays (CAC) including the development of a Buffer Management Plan, Planting Plan, and Living Shoreline Mitigation Calculator. Responsible for preparation of nontidal wetland permit application and supporting materials.

Cedar Haven Shoreline Stabilization | Prince George's County Department of Environment (DOE) | 2017 – Ongoing | Environmental Scientist

Environmental Scientist and task manager who supported the preparation of a tidal wetland permit application and supporting materials for submission to the USACE, Maryland Department of the Environment (MDE), and Maryland Board of Public Works (BPW); coordination with the state-level Critical Area Commission for the Chesapeake and Atlantic Coastal Bays (CAC) including the development of a Buffer Management Plan, Planting Plan, Living Shoreline Mitigation Calculator, public notification, and compiling public comments; preparation of materials for and participation in agency review meetings. Other responsibilities for the project included desktop analysis and field delineation of tidal wetlands and waterways, tree survey, and agency coordination with DNR – Wildlife Heritage Service (DNR-WHS), DNR-WHS Waterfowl Program Manager, DNR – Environmental Review Program (DNR-ERP), Maryland Historical Trust (MHT), United States Fish and Wildlife Service (USFWS), NMFS – Habitat Conservation Division (NMFS-HCD), and NMFS – Protected Resources Division (NMFS-PRD). The Cedar Haven project extends 710 linear feet along the Patuxent River on public park property to meet Prince George's County Total Maximum Daily Load (TMDL)/Municipal Separate Storm Sewer System (MS4) permit requirements. Straughan proposed construction of a vented rock sill, bank grading, upland planting, and 14,481 square feet of tidal marsh creation forming a living shoreline. Additionally, she is responsible for 5 years of annual monitoring. Isha conducted annual field investigations during the growing season to estimate the success of native species in the marsh creation area and identify factors that may limit establishment of wetland vegetation. Investigations also include the evaluation of stream structures. She conducted post-storm field investigations following a major storm event. She is responsible for managing, analyzing, and organizing field data and for preparing the annual monitoring memorandum for MDE and USACE which includes the current condition of the shoreline stabilization work as well as remediation recommendations.

Oakwood Road and Old Mill Boulevard Roundabout Permitting | Mead & Hunt/ Department of Public Works | Anne Arundel County, MD.

Environmental Scientist and task manager responsible for the roadway project's environmental permitting. This permitting work includes Maryland Roadside Tree Law (RTL) compliance, and resource verifications under the Maryland Forest Conservation Act. During the field investigation 81 trees were surveyed. Within the ROW of Oakwood Rd and Old Mill Blvd, 21 trees are impacted for permitting under the RTL and replacement mitigation. The work protected an existing Forest Conservation Easement under the FCA.

Oxon Run No. 8 SWM Facility Retrofit and Stream Restoration | Clean Water Partnership (CWP) | Prince George's County, MD | 2022 – Ongoing | Environmental Scientist

Environmental Scientist and task manager in support of the delineation of forests, non-tidal wetland and waterways and a tree survey. Responsibilities included the preparation of the Joint Permit Application, impact plates, and supporting materials for submission to the USACE and MDE; coordination with M-NCPPC on the development of a Natural Resources Inventory (NRI) and Type 2 Tree Conservation Plan (TCP2). Other project tasks included desktop analysis and agency coordination with DNR-WHS, DNR-ERP, MHT, and USFWS. The CWP is proposing approximately 900 linear feet of stream restoration and a retrofit of an existing stormwater management (SWM) facility to provide water quality treatment for the Oxon Run project.

Owens Road Stream Restoration | CWP | Prince George's County, MD | 2023 – Ongoing | Environmental Scientist

Environmental Scientist and task manager in support of the delineation of forests, non-tidal wetland and waterways and a tree survey for an MS4/TMDL project. Responsibilities include the preparation of the Joint Permit Application, impact plates, and supporting materials for submission to the USACE and MDE; coordination with M-NCPPC on the development of a Natural Resources Inventory (NRI) and Type 2 Tree Conservation Plan (TCP2). Other project tasks included desktop analysis and agency coordination with DNR-WHS, DNR-ERP, MHT, and USFWS. The CWP is proposing approximately 2,200 linear feet of mainstream channel restoration and approximately 175 linear feet of outfall restoration.

Branch Avenue Park Stream Restoration Project | Actaeon/District of Columbia Department of Energy and the Environment | Washington, DC | 2019 | Environmental Scientist/ Task Manager

Environmental Scientist and task manager in support of the stream restoration project along an unnamed tributary to Oxon Run. Responsible for conducting the natural resources inventory, preparing field maps and permit support. Tasks included identifying and



delineating wetlands, waters of the U.S. and identifying special and heritage trees within the study area. Other responsibilities include preparing the wetland delineation report, interpreting the survey data, creating a map depicting the results of the natural resources assessment, joint permit application, and agency coordination.

JUSTIN SEIGEL

Construction / Operations Manager

Mr. Seigel manages SMC's construction estimating, project management and field operations as Director of Construction. He has 16 years of experience in stream restoration, wetland construction, and stormwater facility maintenance and retrofits. He has managed the construction of major stream restoration projects, wetland construction projects, and stormwater management projects with the Montgomery Co. DPW and Dept. of Environmental Protection, and has overseen stormwater retrofit projects with Howard Co. Stormwater Management Division of the Bureau of Environmental Services.

PROJECT EXPERIENCE

Eccleston Mitigation Bank Construction & Wetland Restoration Design-Build; Baltimore County, MD

Project Manager. Mr. Seigel managed the construction of the Eccleston Mitigation Bank adjacent to the intersection of Greenspring Valley Rd and Park Heights Ave and served as the main point of contact for the client. SMC crews have completed the construction of 10,000 LF of floodplain excavation restoration and 19.5 acres of wetland restoration and creation of a mitigation bank located in the upstream portion of the Jones Falls watershed, including the installation of 15,000 wetland and upland trees and shrubs.

Howard County On-call Stormwater and Stream Restoration Construction Design-Build; Ellicott City, MD

Project Manager. SMC was awarded an ongoing contract to conduct the construction of environmental restoration projects as part of the County's capital improvement process. The projects specifically focus on stormwater BMP and stream restoration construction, including dredging and replacing failing stormwater pond discharge infrastructure, construction of new stormwater BMPs, stream bank stabilization, stream channel realignment and restoration, and vegetative plantings. Mr. Seigel is managing the project and overseeing coordination with several design engineers to provide constructability analysis and cost estimates, and construct the projects in place once permitted and approved by the client.

White Rose Motorcycle Club - Codorus Creek Stream Restoration Design-Build; York County, PA

Project Manager. Mr. Seigel has been the main point of contact for the client and head of community outreach, and also as provided oversight to the construction crew as they completed constructability reviews, and prepare for upcoming construction.

Maryland Food Center Authority Design-Build; Jessup, MD

Project Manager. Mr. Seigel has been the main point of contact for the client and oversees the construction crew as they completed constructability reviews and commentary, and will manage the next phase of construction services.

BGE Outfall Stabilization; Multiple Locations, MD

Project Manager. Mr. Seigel was the main point of contact for KCI Technologies, Inc. and the

EDUCATION

Bachelor of Arts, Government and Politics (Environmental Policy), University of Maryland at College Park, 2012.

Stream Morphology Assessment, NC State University River Course 101.

Natural Channel Design Principles, NC State University River Course 201.

CERTIFICATIONS

OSHA 30-Hr Training

Erosion and Sediment Control (Green Card), Maryland.

Erosion and Sediment Control (Yellow Card), Maryland SHA.

Traffic Control Manager (Orange Card), MDE/SHA.

PFA Certification, MDA.

Responsible Land Disturber, Virginia.

Commercial Driver's License, Class A, Maryland.

JUSTIN SEIGEL

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client, and oversaw the site assessment, constructability review of proposed design, site erosion and sediment control, implementation of repair measures, and site stabilization when SMC joined KCI Technologies, Inc.'s team as they provided outfall stabilization design and construction services.

Asbury Broadneck United Methodist Church Stream Restoration Design-Build; ; Arnold, MD

Project Manager. Mr. Seigel is the main point of contact for the client. SMC crews completed the stream restoration installation of 550 LF of stream. The scope included E&S, water management, channel grading, imbricated walls, pedestrian bridge installation, regenerative stormwater conveyance channel with multiple cascade/pool sequences, and log toe protection. SMC coordinated with an oncall archaeologist to verify that no human remains were disturbed.

Double Pipe Creek Stream Restoration; Frederick County, MD

Project Manager. SMC is completing the restoration of an unnamed tributary including a stream cattle crossing, culvert replacements at driveway/farm equipment crossings, modification of the existing stream channel to reduce severe bank stress, and installation of riparian buffer plantings along the stream corridor. Mr. Seigel is responsible for management of the entire project and direct contact with the client, as needed.

Woodend Sanctuary Stream Restoration; Chevy Chase, MD

Project Manager. Mr. Seigel managed the team and was in contact with the client as SMC completed the construction of 1,400 LF of a step pool stormwater conveyance and has been recognized in various news channels for the exceptional work completed on this project. Design plans called for the installation of a step pool conveyance system to facilitate the flow of stormwater on the sanctuary property and reduce channel erosion currently occurring during storm events. Additional ESD practices such as micro-bioretenention and bioswale facilities and pervious pavers were constructed to treat additional impervious surfaces. Project features included creation of a large trail, installation of pedestrian bridges and boardwalks, and other trail infrastructure.

Mellen Court Stream Restoration; Howard County, MD

Project Manager. Mr. Seigel manages the team and is in direct contact with the County as SMC leads the stream restoration construction of Mellen Court, involving: floodplain excavation and grading, installation of stream structures such as riffle grade controls, embedded logs, wood toe protection, stone toe protection, log rolls, wetlands, erosion and sediment control, and landscape services.

Englandtowne Stream Repair; Frederick County, MD

Project Manager. Mr. Seigel managed the team and was in direct contact with the County as SMC led the Englandtowne stream repair construction which included: temporary access road, buried log placement, bed stability material, riprap slope and channel protection, and deer protection black plastic mesh landscaping services.

Old Willow Way Stream Rehabilitation; Howard County, MD

Project Manager. SMC completed construction of the restoration of a headwater tributary to the Little Patuxent River. A channel realignment with natural stream restoration techniques upstream of an existing arch culvert as part of a park's path system. Mr. Seigel managed the crews as they established a temporary matted road along the sensitive stream buffer for access, and channel geometry and grade control with a series of riffle/pool systems; imbricated riprap step pool weirs, riffle grade control structures, rock toe bank protection, and floodplain benches.

BRUCE BOWMAN

Superintendent

Mr. Bowman is a Construction Superintendent with more than 30 years of relevant field construction experience - the past 12 of which have been focused on ecological construction, specifically to stream restoration and BMP installation. His responsibilities include overseeing the on-site crews; managing all materials imported and exported to the site; tracking equipment, labor, and materials; and coordinating with project management staff to ensure our projects are completed on time and within budget. Mr. Bowman's vast portfolio of work experience provides him with the knowledge and experience to complete any project.

PROJECT EXPERIENCE

Eccleston Mitigation Bank Construction & Wetland Restoration Design-Build; Baltimore County, MD

Superintendent. Mr. Bowman oversaw crews as they completed the construction of the Eccleston Mitigation Bank adjacent to the intersection of Greenspring Valley Rd and Park Heights Ave. He was in daily contact with the Project Management Team and the client. SMC crews completed the construction of 10,000 LF of floodplain excavation restoration and 19.5 acres of wetland restoration and creation of a mitigation bank located in the upstream portion of the Jones Falls watershed, including the installation of 15,000 wetland and upland trees and shrubs.

Howard Co. On-call Stormwater & Stream Restoration Construction Design-Build; Howard County, MD

Superintendent. SMC crews are responsible for on-call pond retrofit and stream restoration services. Mr. Bowman has overseen the construction crews for the duration of this project, responsible for daily scheduling, supervising activities and tasks, and ensuring the crew's safety and site regulation compliance.

White Rose Motorcycle Club - Codorus Creek Stream Restoration Design-Build; York County, PA

Superintendent. Mr. Bowman was responsible for constructability comments and review and will provide oversight as the crews prepare for upcoming construction.

BGE Outfall Stabilization; Multiple Locations, MD

Superintendent. Mr. Bowman managed the construction crews in this contract where SMC joined KCI Technologies, Inc.'s team as they provided outfall stabilization design and construction services.

Bear Cabin Branch Stream Restoration Design-Build; Harford County, MD

Superintendent. The scope of work included 2,400 LF of stream restoration. that consisted of log vane, toe wood, and riffle structures. Mr. Bowman supervised the crew during the E&S installation, pump arounds, extensive flood plain and channel grading, imbricated rip rap wall installation, riffle grade control, stabilization, and planting.

EDUCATION

Diploma, Dallastown Area High School, 1988.

CERTIFICATIONS

OSHA Confined Space Certification

OSHA 10-Hour Construction Training

State of Maryland Responsible Personnel Certification

CPR / First Aid

BRUCE BOWMAN

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Bee Tree Run Stream Restoration Design-Build; Baltimore County, MD

Superintendent. Mr. Bowman supervised the stream restoration, and installation of toe wood, log vane, and riffle construction, totaling 2,400 LF in length.

Shapiro Stream Restoration Design-Build; Baltimore County, MD

Superintendent. Mr. Bowman was responsible for overseeing the crews as they completed the installation of log vane and toe wood structures, approximately 2,700 LF in length.

First Mine Stream Restoration Design-Build; Harford County, MD

Superintendent. Mr. Bowman was responsible for overseeing the crews as they completed the toe wood, log vane, and riffle structures. The scope of work included extensive flood plain grading pond retrofit and impalement installation.

Fair Hill Nature Center Parking Lot Retrofit and Stream Restoration; Elkton, MD

Superintendent. SMC completed 600LF of stream restoration and concrete bridge repair; and parking lot retrofits to provide stormwater treatment for previously untreated impervious surfaces that discharge to Big Elk Creek. The scope included E&S installation, existing structure and asphalt demolition, installation of pervious pavers, construction of 2 bioretention facilities, a submerged gravel wetland, 3 RSC systems, and dry meadow forebay system. SMC completed asphalt installation, site stabilization, and landscaping to complete the restoration. Mr. Bowman oversaw the crew for the duration of the project. He was responsible for daily scheduling, supervising all activities, and ensuring the crew's safety and site regulation compliance.

Mellen Court Stream Restoration; Howard County, MD

Superintendent. Mr. Bowman currently oversees the team as SMC leads the stream restoration construction of Mellen Court, involving: floodplain excavation and grading, installation of stream structures such as riffle grade controls, embedded logs, wood toe protection, stone toe protection, log rolls, wetlands, erosion and sediment control, and landscape services.

Roland Run Stream Restoration; Towson, MD

Superintendent. Mr. Bowman oversaw the on-site crew as they completed construction services for 1,025 LF of stream restoration. Work was conducted within a neighborhood park and behind homes. Because of this, public safety was a top priority throughout the duration of the project.

Great Seneca Stream Restoration; Gaithersburg, MD

Superintendent. SMC completed 1,840 LF of stream restoration on two separate reaches. Services included E&S installation, pump arounds, channel grading, clay block installation, riffle grade control, plunge pools, rip rap cascade step pools, site excavation & grading, stabilization, and planting. Mr. Bowman oversaw the on-site crew for the duration of this project. He was responsible for daily scheduling, supervising all activities and tasks, and ensuring the safety of the crew and compliance of the site regulations.

Old Willow Way Stream Rehabilitation; Howard County, MD

Superintendent. SMC recently completed construction of the restoration of a headwater tributary to the Little Patuxent River. The project involved a channel realignment with natural stream restoration techniques upstream of an existing arch culvert that is part of a park's path system. Mr. Bowman oversaw the crews as they established a temporary matted road

BRUCE BOWMAN

- continued -

along the sensitive stream buffer for access, and channel geometry and grade control with a series of riffle/pool systems. Techniques applied included imbricated riprap step pool weirs, riffle grade control structures, rock toe bank protection, and floodplain benches.

Catonsville Park Stream Restoration; Catonsville, MD

Superintendent. The scope of work included the stream restoration of approximately 1,700 LF of stream. Mr. Bowman oversaw the on-site crew for the duration of this project. He was responsible for daily scheduling, supervising all activities and tasks, and ensuring the safety of the crew and compliance of site regulations.

McGuirk Wetland Mitigation; Harford County, MD

Superintendent. Mr. Bowman oversaw the crews as they conducted the wetland mitigation of approximately 4 acres of impoundments, constructed manipulation of unnamed tributary, and extensive flood plain grading.

Bynum Run Stream Restoration; Harford County, MD

Superintendent. The scope of work included the pump around of an 18" pump; and installation of J Hook and Rock Vane structures, a concrete bridge demo and Ford crossing installation approximately 2,800 LF in length. Mr. Bowman oversaw the on-site crew for the duration of this project. He was responsible for daily scheduling, supervising all activities and tasks, and ensuring the safety of the crew and compliance of the site regulations.

Little Creek Stream Restoration; York County, PA

Superintendent. Mr. Bowman was responsible for overseeing the crews as they completed the braided channel extensive flood plain grading, approximately 1,300 LF in length.

Little Antietam Creek Stream Restoration; Washington County, MD

Superintendent. Mr. Bowman oversaw the crews as they conducted tasks involved with stream restoration, installation of toe wood, riffle, and imbricated rock vane structures, approximately 2,800 LF in length.

Veterans Park Stream Restoration; Cecil County, MD

Superintendent. SMC was responsible for the stream restoration riffle, toe wood, and log vane structures, approximately 1,400 LF in length. Mr. Bowman oversaw the on-site crew for the duration of this project. He was responsible for daily scheduling, supervising all activities and tasks, and ensuring the safety of the crew and compliance of the site regulations.

Ring Factory Elementary School Pond Retrofit and Stream Restoration; Harford County, MD

Superintendent. SMC was responsible for 2 pond retrofits and stream restoration imbricated step pools, 1,000 LF in length.

MAURICE CHIODA

Superintendent

Mr. Chioda is Construction Superintendent with 12 years of relevant field construction experience focused specifically on ecological construction where he has focused on stream restoration and BMP installation. His responsibilities include overseeing the on-site crews, managing all materials being imported and exported to the site, tracking equipment labor and materials, and coordinating with project management staff to ensure our projects are completed on time and within budget. Mr. Chioda also has experience in restoration design elements and as an avid fly fisherman and conservationist, he understands the movement of earth and water to improve water quality and produce more critical natural habitat elements in a project.

PROJECT EXPERIENCE

Asbury Broadneck United Methodist Church Stream Restoration Design-Build; ; Arnold, MD Superintendent. The scope included E&S, water management, channel grading, imbricated walls, pedestrian bridge installation, regenerative stormwater conveyance channel with multiple cascade/pool sequences, and log toe protection of 550 LF of stream. SMC coordinated with an oncall archaeologist verify that no human remains were disturbed. Mr. Chioda installed and oversaw the stream restoration, water management, grading, repairs, site excavation and stabilization.

Double Pipe Creek Stream Restoration; Frederick County, MD

Construction Foreman. SMC is completing the restoration of an unnamed tributary including a stream cattle crossing, culvert replacements at driveway/farm equipment crossings, modification of the existing stream channel to reduce severe bank stress, and installation of riparian buffer plantings along the stream corridor. Mr. Chioda oversees the crews on a daily basis and is in contact with the Project Management Team.

DNR Albert Powell Fish Hatchery Stream Restoration; Hagerstown, MD

Superintendent. SMC was responsible for the construction of an imbricated wall to stabilize a stream bank that supports the entry road to Albert Powell Hatchery. Mr. Chioda oversaw the crews as they completed the stream restoration services and was in contact with SMC's project manager and the client on a daily basis.

Woodend Sanctuary Stream Restoration; Chevy Chase, MD

Superintendent. SMC completed the construction of 1,400 LF of a step pool stormwater conveyance at the Woodend Sanctuary and has been recognized in various news channels for the exceptional work completed on this project. Design plans called for the installation of a step pool conveyance system to facilitate the flow of stormwater on the sanctuary property and reduce channel erosion currently occurring during storm events. Additional ESD practices such as micro-bioretenment and bioswale facilities and pervious pavers were constructed to treat additional impervious surfaces. Additional project features included creation of a trail throughout the property, installation of pedestrian bridges and boardwalks, and other trail infrastructure. Mr. Chioda oversaw crews as they completed the work for the full duration of the project, and was in daily contact with the management team and client, as needed.

EDUCATION

Diploma, Cartiers Valley High School, 1980.

CERTIFICATIONS / LICENSES

OSHA 30-Hour Construction Training

MDE Responsible Personnel Certification

MAURICE CHIODA

- continued -

Cabin Branch Stream Restoration; Boyds, MD

Superintendent. The scope of work included the E&S installation, pump arounds, channel grading, imbricated rip rap wall installation, riffle grade control, stabilization, and planting for 250 LF of stream. Mr. Chioda installed and oversaw the crews during the stream restoration for all associated tasks listed above.

Laurel Woods Stream Stabilization; Hershey, PA

Construction Foreman. The scope included construction of a sewer line protection system that included multiple sections of imbricated riprap wall totaling 130+ LF, 4 in-stream grade control structures, and rock toe protection. Two failing pipe stormwater pipe crossings were replaced with 36" CMP and bouldered headwall/endwall protection. Two low-flow stream crossing fords were installed to ensure long term access to the site. Installation and removal of a temporary stream crossing and access roads, installation and removal of E&SCs, bank grading, stabilization and matting, and landscape installation.

Ovid Hazen Outfall Stabilization - MNCPPC; Montgomery County, MD

Construction Foreman. SMC was responsible for the stabilization of an existing pond outfall, and creation of emergency spillway, and 200+ LF of new stream channel. Major tasks included mass and fine grading, installing rock cross vane structures, and creating a stream channel to handle discharge from an existing pond that required retrofit. Mr. Chioda installed and oversaw stream restoration, outfall stabilization, grading, rip rap install, repairs, stabilization and planting.

Broadneck Park Stormwater Pond Retrofit; Annapolis, MD

Superintendent. SMC completed the retrofit of an existing dry stormwater pond into an extended shallow detention pond for water quality credit on park grounds near ball fields and other recreational sites. Mr. Chioda oversaw the crews during these stormwater services and was in direct contact with the management staff and client as needed to ensure all components of the project were on schedule and within budget.

Fallston Library Stormwater Facility Retrofit; Fallston, MD

Superintendent. Stormwater retrofits involve upgrading older facilities to add water quality treatment and enhance habitat and aesthetics with landscaping. SMC completed construction of a library where the retrofit upgraded an outdated detention facility with a bioretention facility that included a forebay, infiltrating bioretention planting bed with herbaceous plantings, and a concrete outfall weir and cutoff trench that replaced an aging riser/barrel structure.

North Point State Park Main Parking Lot Retrofit; Edgemere, MD

Construction Foreman. Services included a stormwater retrofit of an existing parking lot including installation of 25,000SF of permeable pavers in parking stalls, the underdrain system including pipe, cleanouts, and stone, and installation of subgrade and asphalt in driving lanes.

Medstar Harbor Hospital Green Infrastructure; Baltimore, MD

Superintendent. Mr. Chioda oversaw crews as they completed a parking lot BMP retrofit and removed and disposed of concrete in conflict with the installation and construction of the approved plans. Crews completed compaction of area disturbed by tank removal, installed liner, and added color additive to the concrete mix for the cast in place retaining walls.

JOHN BEICHLER, PLS

Professional Land Surveyor

Mr. Beichler has 19 years of experience in land surveying, specifically boundary, topography, record plats, legal descriptions, ALTA/NSPS land title surveys, construction layout, as-builts, elevation certificates, and location drawings. He has researched, performed, processed, reviewed and overseen many land surveys throughout Maryland. As a professional land surveyor, John applies his exceptional knowledge to challenging survey and stormwater assignments that includes direct client contact and support, estimating, stormwater inspections, proposal generation, and coordination of the work execution. Mr. Beichler works closely with project foremen in scheduling stakeout of erosion and sediment control (ESC), instream structures, grading, and as-builts. He prepares computations for stakeout and provides necessary offsets and benchmarks in the field to assist in construction. Mr. Beichler supervises all stages of the surveying process including aerial pictures and videos, as-built topographic surveys of all instream structures and grading; information processing and the overlay onto construction documents to prepare redlined plans.

PROJECT EXPERIENCE

White Rose Motorcycle Club - Codorus Creek Stream Restoration Design-Build; York County, PA
Lead Surveyor. SMC was responsible for leading the design/build effort, specifically community outreach, initial data collection, design oversight, and constructability reviews during this phase of the project. Mr. Beichler oversaw all survey services associated with this project.

Maryland Food Center Authority Design-Build; Jessup, MD

Lead Surveyor. Mr. Beichler oversaw all survey services associated with this design-build project where SMC has been responsible for providing stream restoration services that include initial data collection, design oversight, constructability reviews, and upcoming construction.

Howard County On-Call Stormwater Management and Stream Restoration Construction Design-Build; Clarksville, MD

Lead Surveyor. Mr. Beichler performed survey computations for the construction layout and ESC layout for this on-call contract.

Howard County Mellen Court Stream Restoration Construction; Howard County, MD

Lead Surveyor. Mr. Beichler completed the surveys for this project that involved floodplain excavation and grading, stream structure installation (riffle grade controls, embedded logs, wood toe protection, stone toe protection, log rolls, wetlands, ESC, and landscaping).

Roland Run Stream Restoration; Towson, MD

Lead Surveyor. Mr. Beichler oversaw the survey crew during this project where SMC completed construction services for 1,025 LF of stream restoration within a neighborhood park and behind private homes. Public safety was a top priority throughout the duration of the project.

Emmord Branch Stream Restoration; Harford County, MD

Lead Surveyor. Mr. Beichler led all survey services for this project where SMC installed a stormwater treatment bar to improve water quality, headcut stabilization, and restoration of

EDUCATION

Associates
Degree, Technical
Professional, 2009

CERTIFICATIONS/ LICENSES

Professional
Land Surveyor,
Maryland (#21707)

SHA approved
Stream Restoration
As-Built Inspector

JOHN BEICHLER, PLS

- continued -

975 LF of stream channel of an unnamed tributary to Emmord Branch located on County School property.

Great Seneca Stream Restoration; Gaithersburg, MD

Lead Surveyor. SMC was responsible for 3,000 LF of stream restoration on two separate reaches. Services included E&S installation, pump arounds, channel grading, clay block installation, riffle grade control, plunge pools, rip rap cascade step pools, site excavation & grading, stabilization, and planting. Mr. Beichler oversaw all survey services.

Dead Run Tributary Stream Restoration; Baltimore County, MD

Lead Surveyor. Mr. Beichler completed drafting for the stream restoration associated with this project.

Maryland Food Center Authority MS4 Consulting Services; Jessup, MD

Lead Surveyor. SMC was responsible for the topographic stormwater management pond survey and analysis for this project. Mr. Beichler led the team in collecting field data, processing information, and calculating volumes to compare with original design plans.

Howard County Michaels Way Stormwater Drainage Improvements; Ellicott City, MD

Lead Surveyor. Mr. Beichler completed the survey components of this project that ultimately has included the installation of 1600 LF of reinforced concrete pipe ranging from 15" to 36" in diameter, terminating at a poured in place concrete end wall and class 1 riprap outfall protection to an existing stream channel. This project involves working with existing utilities and relocating water mains including numerous service connections.

Peter Pan Run Residential Stormwater Pond Retrofits - Frederick County; Urbana, MD

Lead Surveyor. SMC was responsible for the pond topographic surveys for the retrofits of 15 existing dry ponds into extended detention wet ponds. Mr. Beichler performed the as built topography and the construction layout and as-built surveys and plans.

Sparks Road Farm Pond Survey Services - Richardson Engineering, LLC; Baltimore County, MD

Lead Surveyor. SMC was contracted to perform a topographic survey and complete a site map of an existing farm pond. Mr. Beichler was responsible for leading the team as they completed the survey which included embankment, principal spillway, emergency spillway, and basin and inflow locations.

Tributary of Paint Branch and Back Branch Survey Services - WSP; Prince George's County, MD

Lead Surveyor. SMC provided an existing topographic survey of a 2,000LF tributary to Paint Branch and 1,000LF of the mainstream, located on USDA property near Cherry Hill Road. Another 4,000LF of existing stream channel was surveyed at Back Branch located near Brown Station Road. Mr. Beichler was responsible for leading the team in collecting field data, processing information with AutoCAD & Carlson Software and delivered a Microstation file using the state ProjectWise system and SHA workspace.

Marley Creek Ruth Eason School Survey Services - Gannett Fleming; Anne Arundel County, MD

Lead Surveyor. SMC was contracted to complete the topographic and boundary survey of existing stream channel. Mr. Beichler led the team in collecting field data, processing information, and communicating with the client.

PROJECT APPROACH

At SMC, our in-house design-build group brings together a diverse group of professionals with extensive experience in stream restoration, ecological design, and construction. Our team includes experts in natural resources, hydrology, geomorphology, hydraulics, and construction management. We have a proven track record of successful stream restoration projects and a collaborative approach that ensures all aspects of the project are carefully considered and executed. Our unique ability to complete the project in-house from start to finish offers several advantages:

- **Streamlined Communication** - Because our design and construction teams working together under one roof, communication is more efficient. This helps to prevent misunderstandings, reduces errors, and ensures the project stays on schedule and within budget.
- **Faster Project Delivery** - Our team delivers projects faster than traditional design-bid-build approaches. We spend less time coordinating between separate design and construction firms, and decisions can be made promptly.
- **Quality Control** - Engineers and construction management work closely together through the entire project lifecycle to ensure the design intent is carried through to the finished project, leading to a higher-quality result.
- **Innovation and Collaboration** - Engineers and construction management collaborate to develop creative solutions to project challenges, leading to better outcomes for our clients.
- **Sole Responsibility** - There is a single point of contact responsible for the project. This simplifies the project management process for clients, as they only need to communicate with one team throughout the project.

We have extensive experience working collaboratively on stream restoration and stormwater management projects. SMC has successfully completed projects of similar scope and complexity, demonstrating our ability to deliver high-quality results on time and within budget.

The stream restoration projects at Glenwood and West Glenwood Avenues aim to stabilize the erosive nature of each reach, restore ecological integrity, enhance water quality, and improve overall stream health. Each reach will have specific restoration techniques tailored to address site-specific conditions and achieve project objectives.

The Glenwood Avenue reach (approximately 450 LF) will focus on restoring the natural channel morphology of the channel through floodplain reconnection. Reconnecting the floodplain on the north side of the stream will naturally pull the stream away from the structures along the south bank, resulting in a stable slope. The reconnection process will involve excavating to reestablish the connection between the stream and its historic floodplain, which allows the stream to access its natural floodplain during high-flow events. Floodplain reconnection increases the channel's hydraulic capacity, encouraging myriad benefits, including stable velocities to reduce erosion, improved water quality, enhanced biodiversity, groundwater recharge, and climate change resilience.



As with any design approach, constraints must be identified and mitigated. Determining which trees to save and remove will be a vital consideration in this project. Existing tree health and location will be assessed by a certified arborist, which will inform the most beneficial alignment for the channel. Woody debris that would otherwise be removed from the site will be salvaged and incorporated into the design to the maximum extent practicable.



The West Glenwood Avenue reach (approximately 300 LF) will feature a regenerative stormwater conveyance (RSC) system designed to manage stormwater runoff and reduce erosion. Although this approach is labeled as a stormwater practice, the reach at West Glenwood Avenue resembles an outfall with baseflow - a project approach SMC is well accustomed to. RSCs consist of a series of shallow pools and riffles that reduce velocities, allowing sediment and pollutants to settle out, mimicking the natural hydrology of a site by capturing and treating stormwater. The sandy bed material helps to absorb and filter the water, reducing the volume and improving the quality of runoff before it is discharged into the Tred Avon. An RSC system will hydrologically connect ground- and surface water, reduce sediment and pollutant loads, mitigate the current incision, and promote a stable channel.



Effective communication with property owners is essential for the success of stream restoration projects. We understand the Town of Easton is taking the lead with the community. Our team has a strong track record of engaging with property owners, addressing their concerns, and ensuring they are informed and involved throughout the project. SMC is more than willing to serve as a resource for community engagement, if called upon. We understand the importance of building and maintaining positive relationships with all stakeholders in a project.

As with any project, there are potential risks to overall project success. Our team has extensive experience identifying and mitigating those risks throughout the project lifecycle.

- **Permitting and Regulatory Approval** - To avoid delays in obtaining permits or regulatory approvals that could impact project timelines, our team aims to start the permitting process early and maintain open communication with regulatory

agencies to expedite approvals.

- **Weather Delays** - Unforeseen weather conditions, such as heavy rainfall or extreme temperatures, could impact construction activities. Our team actively monitors weather forecasts and implements flexible construction schedules to minimize delays.
- **Site Conditions** - Unknown site conditions, such as buried debris or unstable soil, could necessitate additional excavation or stabilization measures. Our team will conduct thorough site investigations during the design process and have contingency plans in place to address unforeseen conditions during the construction phase.
- **Material Availability** - Availability of construction materials could impact project timelines. We identify alternative suppliers and materials to reduce the risk of delays.

Upon completion of the construction phase of the project, ongoing monitoring will be essential to ensure the effectiveness of the stream restoration efforts. Monitoring will include three (3) separate assessments of stream conditions, water quality, and habitat health. Regular monitoring will help ensure the long-term success of the project and the health of the restored reaches.

This stream restoration project represents a significant opportunity to enhance the ecological health of the area, promote stabilization, and create a more resilient natural environment. Through careful planning, design, and implementation, SMC aims to deliver a successful project that benefits both the environment and the community.

SCOPE OF SERVICES AND WORK PLAN

Based on the above, SMC proposes to perform the following work one time for both the Glenwood and West Glenwood stream reaches. SMC assumes all permitting associated with each reach will be achieved concurrently.

PHASE I - ENGINEERING

Environmental Review / Natural Resources

1. SMC will obtain and review publicly available natural resources information and utilize the information to inform field investigation tasks and documentation.
2. SMC will initiate the U.S. Fish and Wildlife Service (USFWS) IPaC process for federal rare, threatened and endangered (RTE) species agency coordination. We will submit letters to the Maryland Department of Natural Resources (DNR) and request feedback regarding state listed species.
3. SMC will initiate coordination with Maryland Historic Trust (MHT) and provide additional information for MHT to make an effects determination. Results of the above RTE and MHT coordination will be included within the Natural Resource Memorandum, below. SMC assumes a determination of "No Effect" will be received and no additional coordination, surveys or management plans will be required. SMC also assumes no historical properties are in the project areas.
4. The SMC Team will conduct a field investigation to perform a wetland and waterways delineation following the procedures for identifying jurisdictional wetlands and other "waters of the US" (WUS), as detailed in the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual and the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual.
 - a. Delineations include identifying areas that satisfy the following three wetland criteria: hydric soils, hydrophytic vegetation, and hydrology.
 - b. All likely WUS that are not wetlands will be flagged at the ordinary highwater mark (nontidal) and will be described in terms of ephemeral, intermittent, or perennial.
 - c. Tidal systems will be delineated at mean high water. Global positioning system (GPS) equipment capable of sub-meter accuracy to survey the locations of sample plots and resource boundaries will be used.
5. Upon completion of the field investigation; SMC will prepare a Natural Resources memorandum that includes the following information:
 - a. General introduction;
 - b. Description of published information including general vegetative cover types, mapped soil types from the USDA Soil Survey, and mapped wetlands from the National Wetland Inventory and MD DNR mapping;
 - c. Description of the field survey methods;
 - d. Summary of findings;
 - e. Maps showing results of published data review, field delineations, and tree survey;
 - f. Completed data sheets for each sample plot; and
 - g. Photographic documentation of resources delineated.

Chesapeake Bay Critical Area (CBCA)

1. SMC understands the proposed improvements within the Areas of Interest are located within the CBCA and are therefore subject to compliance with the CBCA requirements and are exempt from forest conservation requirements per Article 3-31-3.2(B) of the Town of Easton's Forest Conservation Ordinance and will not be subject to the roadside tree law. The SMC Team will conduct a field investigation of CBCA vegetation. Field efforts will include the location

of trees 4" and greater in DBH, an assessment of their species and condition, a general characterization of trees less than 4" DBH within forested and hedgerow areas, and other vegetated habitats (excluding maintained turf and landscape areas). Data collected during this effort will be used to prepare documentation and mapping for the Natural Resources Memorandum, above.

2. The Town of Easton's Critical Area (CA) Program is assumed to be the review and approval agency. We will coordinate with the Town's CA Program at project onset.
3. SMC will prepare the CBCA components of the project for submission to the Town's CA Program for review and comment. The associated figures will be a GIS exercise and not part of a design plan set. We assume there will be disturbance within the CBCA 100-foot buffer. The CBCA submittal will conform to the CAC checklist and may include the following:
 - a. Buffer Management Plan, environmental features map with CA buffer, and proposed impacts;
 - b. Copies of the Design Plan and Sediment and Erosion Control Plan;
 - c. Mitigation Planting Plan; and
 - d. Critical Area documentation – per the CAC's Checklist.
4. SMC will address one round of agency comments from the Draft CBCA submission and make minor changes, as needed.
5. SMC will submit the final CBCA submission package to the Town's CA Program for review.

Topographic Survey, Boundary Survey & Utility Designation

SMC proposes to perform the following services within the Glenwood and West Glenwood stream restoration project scope areas in accordance with ASCE C-1 38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (Standard 38-02), Quality Level B. Quality Level B is defined by Standard 38-02 as "approximate horizontal position of subsurface utilities." **SMC's work does not relieve any responsibility to notify one call systems, such as Miss Utility, before excavation commences.** Unless otherwise noted, all work is proposed to be conducted one time.

1. SMC will request and/or research utility records that are reasonably available from public and applicable private utilities, and Client for use as the basis for the field work.
2. The SMC Team will designate locatable utilities on the site using non-invasive techniques which may include electromagnetic, magnetic, or radio frequency. Designation will be documented in the field with paint and/or flags consistent with the American Public Works Association (APWA) Uniform Color Codes.
3. The SMC Team will perform the necessary field work to collect detailed topographic data, utilities, curbing, crosswalk areas, edge of water, top/bottom stream bank, trees, wetlands, waters of the U.S., all information identified in Natural Resources above, etc.
4. The SMC Team will perform the necessary research and field work to correctly identify the property boundary bordering the Glenwood Ave. stream reach.
5. The SMC Team will process field collected data on Maryland Coordinate system NAD83(2011) and Vertical Datum NAVD88 in AutoCAD (.dwg) format.

Limitations

A number of conditions may limit the accuracy, completeness, or other aspects of the Designation work including, but not limited to the following:

1. Availability of utility record drawings.
2. Access to the site or locations of specific utilities due to traffic (traffic control not proposed herein) or parked vehicles,

building or infrastructure access, or other factors beyond our control.

3. Utility characteristics such as conductivity, composition, depth, congestion, non-conductive or non-locatable lacking trace wire, etc. Unless specifically described above, designation of irrigation systems, tanks, septic tanks, septic systems or wells are not proposed herein.
4. Soil or environmental characteristics such as saturation, dielectric properties, buried or surface metal, overgrown or dense vegetation, inundation, etc.
5. Use of ground penetrating radar, test pits, or borings (Standard 38-02 Quality Level A) are not proposed herein. Additional costs would be required to utilize these methods and/or to establish exact locations and elevations of utilities.
6. Destruction or fading of markings. Re-marking will incur additional fees.

SMC does not guarantee that all utilities will be located and assumes no liability for any direct or consequential damages for impacts to utilities caused by others.

30% Stream Restoration Design

1. The SMC Team will perform a hydrologic analysis for each stream reach for the 1-, 2-, 10-, 50- and 100-year storm events. A TR-20 model using TR-55 methodology for ultimate land use conditions will be developed. The drainage area for each stream reach will be verified using contour mapping and storm drain information provided by the Town of Easton.
2. The SMC Team will create an existing conditions HEC-RAS model utilizing the hydrologic analysis results and FEMA 100-year discharge (if applicable), for each stream reach. The culvert under Easton Parkway for the Glenwood stream reach will be modeled.
3. The SMC Team will develop a proposed conditions HEC-RAS model for each stream reach that incorporates the stream restoration improvements. The model will assess the improvements, changes in water surface elevation (WSE), velocities and shear stresses. SMC anticipates there will NOT be an increase to the 100-year WSE, therefore no FEMA CLOMR/LOMR is proposed herein.
4. The SMC Team will utilize FieldDocs to determine the sediment and nutrient reductions for nitrogen, phosphorus and total suspended solids for each stream reach.
5. The SMC Team will develop a single design concept plan, incorporating both stream reaches, that shows existing stream features, proposed restoration features (alignment, banks, floodplain limits), access, staging areas, typical cross-sections and other pertinent data, as necessary.
6. SMC will conduct a virtual meeting with the Town of Easton Engineering Department to review progress and obtain comments. Comments will be addressed prior to hosting the JPA pre-application meeting.
7. SMC will coordinate and attend a pre-application meeting with representatives from Maryland Department of the Environment (MDE), the United States Army Corp of Engineers (USACE), Talbot County Planning & Zoning (TCP&Z) and Town of Easton Engineering Department for a Joint Federal/State Permit Application (JPA) for the Alteration of Any Floodplain, Waterway, Tidal or Nontidal Wetland in Maryland, where we will do the following:
 - a. Confirm the limits of waterway and wetland resources, proposed activities, impacts and application requirement; and
 - b. Prepare an email summary of the meeting and provide it to all meeting attendees and appropriate regulatory personnel.
8. SMC will prepare a JPA for the Alteration of any Floodplain, Waterway, Tidal or Nontidal Wetland in Maryland. SMC assumes the notification letters for contiguous property owners and completed Certification of Notification for submission with the permit application, will be completed by the Town of Easton.

9. SMC will prepare impact plates of the proposed impacts to Jurisdictional Waters. Impact plates are to include vicinity map, impact key sheet(s) and impact total sheet. The JPA submission package will be supported by project erosion and sediment control plan sheets, wetland delineation, forest stand delineation, RTE and MHT documentation. SMC assumes no public meeting, public notice or public presentations associated with permitting will be required for this project.
10. SMC will submit seven (7) copies of the JPA and impact plates to MDE and the required Application Filing fee for review and processing.
11. Address comments, as required, to achieve permit approval.

60% Stream Restoration Plans

1. SMC will compose a design report outlining the project goals, hydrologic analysis, sediment and nutrient reductions, existing conditions, proposed design approach, restoration measures and computations.
2. SMC will develop an Erosion and Sediment Control Plan for each stream reach for submission to Talbot County Soil Conservation District (SCD).
3. SMC will progress the 30% concept plan to 60% plans suitable for submission to the Town of Easton Planning & Zoning (P&Z) Department for stormwater management and site plan review.
4. SMC will host a virtual progress meeting with the Town of Easton Engineering Department prior to submitting to SCD and P&Z to review plans and provide comment.
5. SMC will address comments from the virtual meeting and submit to both SCD and P&Z.
6. SMC will address comments from Talbot SCD and Town of Easton P&Z to achieve approval from both agencies.

90% Stream Restoration Design

1. SMC will progress the design plans to a 90% finished product for submission to regulatory agencies, to gain approval for final permits.
2. Upon obtaining a Waterways Construction Permit from MDE, SMC will submit to Talbot County Planning & Zoning for a Marine Construction Permit, if necessary.
3. Upon approval from the Town of Easton P&Z, SMC will submit to the Easton Engineering Department for a Grading Permit.
4. SMC will address comments from Talbot County P&Z and the Town of Easton Engineering Department, as necessary, to obtain permit approvals.
5. SMC will develop a stormwater pollution prevention plan (SWPPP) for coverage under the Maryland Department of the Environment (MDE) Discharge Permit No. 20-CP, General Permit for Discharges from Stormwater Associated with Construction Activities

100% Stream Restoration Plans

1. SMC will update the design report, as necessary, to incorporate agency and client comments.
2. After completion of the SWPPP, approved Erosion and Sediment Control Plan, and all required documents and signatures are obtained, SMC will attach the required documents to the MDE e-Permit NOI and submit for approval.
3. SMC will provide final design plans to the client and SMC's internal construction department for Phase II.

PHASE II - CONSTRUCTION

1. SMC will mobilize a survey crew to the site to complete LOD and ESC stakeout.
2. SMC will host one (1) pre-construction meeting onsite with SMC's engineering department, construction division, and representatives from the Town of Easton.
3. SMC will mobilize a construction crew to the site.

4. The SMC Team will install erosion and sediment control measures, including perimeter controls and access routes, and coordinate the ESC inspection with the grading permit inspection representative.
5. The SMC Team will clear and grub the work area as needed to perform grading activities.
6. The SMC Team will install and maintain clear water diversion and dewatering measures.
7. The SMC Team will perform channel and floodplain excavation and install grade control measures; install soil stabilization matting as final grade is established; and stabilize all disturbed areas of the site each day with temporary seed and straw mulch, as needed.
8. SMC will demobilize heavy equipment.
9. At the appropriate time of year, the SMC Team will install plant material (trees, shrubs, plugs, live stakes, permanent seed, etc.); and perform NNI control measures, as needed.
10. The SMC Team will perform an as-built survey on all areas of construction to ensure conformance with the construction plans.
11. The SMC Team will review the as-built survey and submit it to the Town of Easton for acceptance.
12. SMC will host a final walkthrough with the Town of Easton upon construction completion.

PHASE III - POST-CONSTRUCTION STREAM MONITORING

Post-construction stream monitoring will take place for a period of 5 years. Per the RFP, field monitoring will be conducted in years 1, 3, and 5 post-construction. No monitoring will take place in years 2 and 4.

1. SMC will mobilize a qualified professional to the restoration reaches..
2. The SMC Team will conduct a stream assessment/inspection aimed at utilizing Section 5 of the "Recommended Methods to Verify Stream Restoration Practices Built for Pollutant Crediting in the Chesapeake Bay Watershed," dated June 18, 2019 by the Chesapeake Bay Program Urban Stormwater Work Group.
3. SMC will prepare a photographic report that documents our findings and any recommended maintenance activities and/or repairs. The report will include the next steps to be taken, if warranted.
4. SMC will provide telephone and/or email consultation, as needed.

ASSUMPTIONS

The following assumptions apply to this scope of services:

1. All permit fees made payable to ANY Town of Easton government entity will be exempt. No reimbursable fees payable to the Town of Easton are included in the scope/budget.
2. One permitting package encompassing both restoration reaches for each permit type is acceptable to each regulatory agency.
3. An individual permit will not be required. JPA impacts will not exceed the limits of the MD-SPGP Category B authorization and/or the TMDL RGP.
4. No confined space entry will be required.
5. All progress and project milestone meetings with the Town of Easton will be virtual.
6. A standard pump around practice will be considered a sufficient E&SC practice to perform in-stream construction.
7. Although included in the RFP, geotechnical studies will not be necessary and this work has not been included in the scope of services.
8. The proposed project will not result in the need for wetland, stream, or forest mitigation; therefore, these services are excluded.
9. Public notice, adjacent property owner notification, and certified mailings are not included and are to be the responsibility of the Town of Easton.

10. One concurrent on-site agency pre-application meeting will be conducted with MDE, USACE, and DPZ.
11. The Town of Easton will coordinate site access for site visits or collect any necessary field data.
12. Comments generated for this project will not change the general scope or design intent of the project as described herein. Should comments change the general scope/design intent or require revision of plans/computations for previously agreed to improvements, a change order may be required.

EXCLUSIONS

The following exclusions apply to this scope of services:

1. Maintenance of Traffic (MOT) plans/permits or right of access permits.
2. Preparation of easement deeds, plats, and descriptions or ROW investigations will be handled by the Town of Easton.
3. FEMA submissions and coordination.
4. Utility design or relocation services.
5. A jurisdictional determination.
6. Sec 404/401 permitting.
7. The Study Area falls within the CBCA and as such is subject to CBCA compliance, not to the Forest Conservation Ordinance or Roadside Tree Law.
8. Environmental compensatory mitigation planning or design services.
9. Impacts to SAV habitat.
10. Structural design of any kind.
11. Public meetings or presentations for this project.
12. Invitation for Bid Book. (The construction work will be performed by SMC)
13. Avian surveys, RTE Phase I, Phase II and Bog Turtle Surveys.
14. A Tier II Watershed Report.
15. Historical/Archeological surveys beyond agency coordination.
16. Preparation of addendums or redline revisions to the plans and specifications.
17. The impact of changes to legislation and changes to Talbot County and MDE stormwater and/or erosion and sediment control regulations after this proposal is submitted.
18. Any activities specifically NOT included in this scope of work.

The work proposed herein is limited to what is specifically described above. Additional costs may be required to perform any work not specifically described above.

SCHEDULE

TENTATIVE PROJECT SCHEDULE*

- 5/01/2024 - Kickoff Meeting
- 6/2024 - JPA Pre-Application Meeting
- 7/2024 - 30% Concept Plan Submission to Town of Easton
- 7/2024 - JPA Submission
- 10/2024 - 60% Plans and Soil Conservation District Submission
- 2/2025 - 90% Plans & Permit Approvals
- 4/2025 - 100% Plan Approval
- 6/2025 - Construction Begins
- 8/2025 - Construction Ends
- 7/2026 - Year 1 Post-Construction Monitoring
- 7/2028 - Year 3 Post-Construction Monitoring
- 7/2030 - Year 5 Post-Construction Monitoring

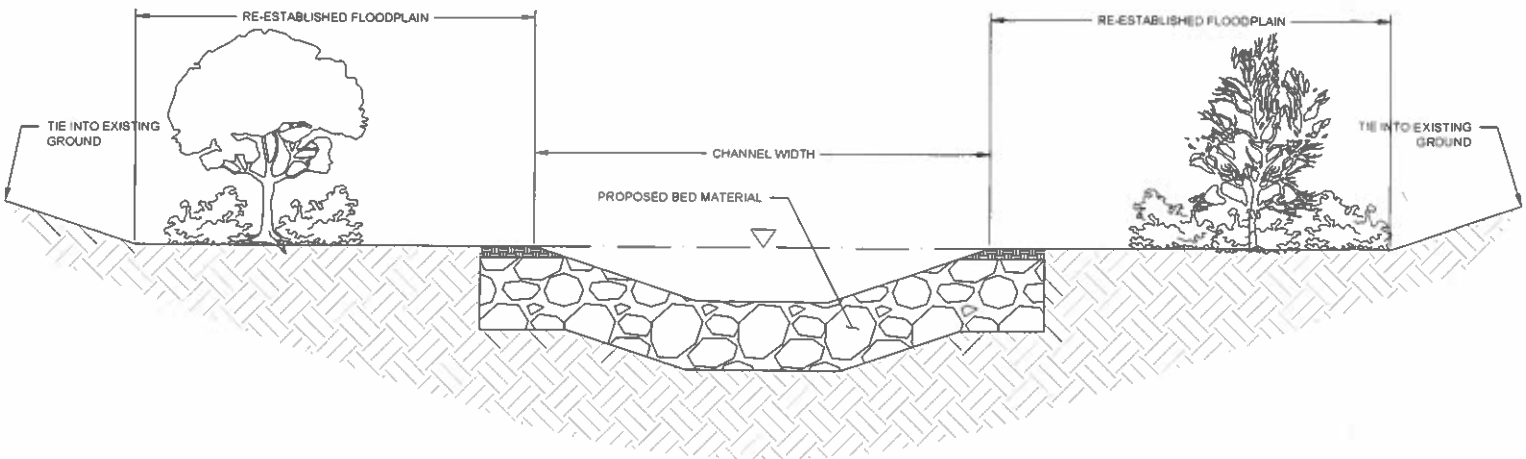
*Subject to change due to unforeseen circumstances such as permitting, regulatory changes, weather delays, material availability, unexpected site conditions, or other events beyond our control.



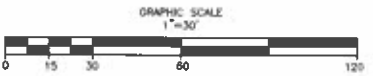
EXISTING CONDITIONS



PROPOSED CONDITIONS



- NOTES:
- 1. STREAM CENTERLINES AND STORM DRAIN PIPES ARE SHOWN AS APPROXIMATE AND SHALL BE FIELD LOCATED DURING THE DESIGN PROCESS.
 - 2. AERIAL IMAGERY AND ASSOCIATED CONTOUR AND PROPERTY LINES ARE PROVIDED BY "EYE OVER EASTON".
 - 3. PROPOSED CONDITIONS PHOTOS ARE TAKEN FROM PREVIOUS SMC PROJECTS AND MAY NOT FULLY REFLECT THE RESULTING DESIGN OF THE SUBJECT PROJECT LOCATIONS.



**GLENWOOD & WEST GLENWOOD
STREAM RESTORATION**

GLENWOOD AVENUE TALBOT COUNTY

GLENWOOD CONCEPT SKETCH

Designed By: TG	Scale: 1" = 30'	Project No: ES-24-091
Drawn By: TG	Date: 03/19/2024	
Checked By: GF	Approved: GF	

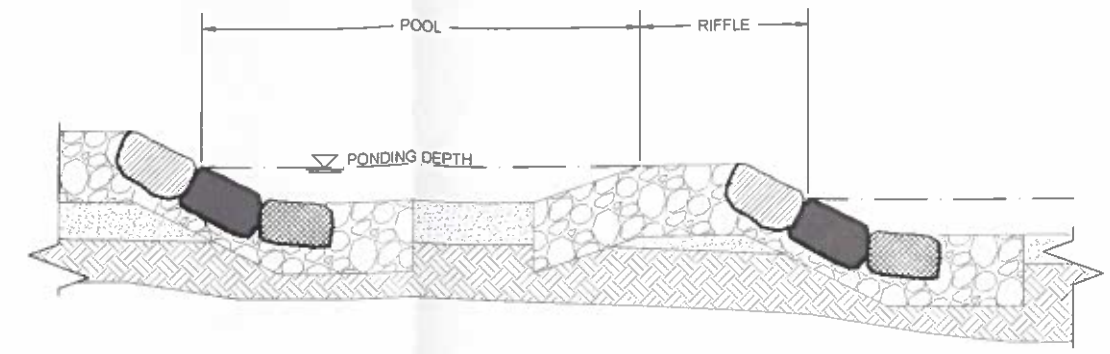


DESIGN CONSULTANT:
SMC
WE PROTECT AND RESTORE
WATERSHEDS.
913 Ridgebrook Rd. Ste 302
Sparks, Maryland 21152
p: 410.785.0875
f: 443.269.0216
www.mdsdm.com

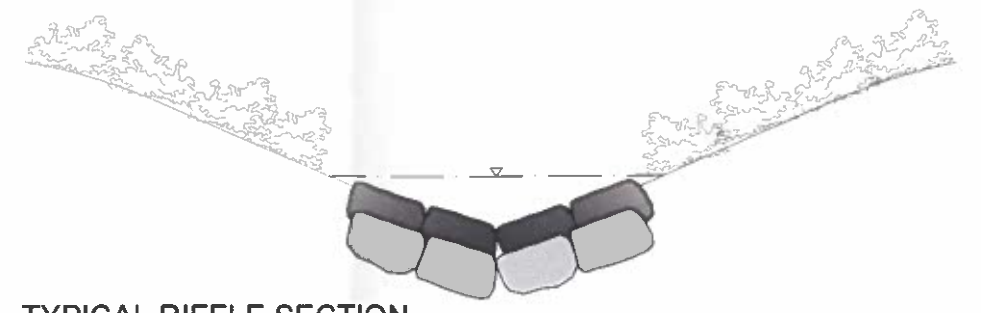
DATE	REVISION

PILOT CHANNEL - RIFFLE (TYP.)
CROSS SECTION

NOT TO SCALE



TYPICAL STEP POOL STORMWATER CONVEYANCE (SPSC)
PROFILE VIEW NOT TO SCALE



TYPICAL RIFFLE SECTION NOT TO SCALE

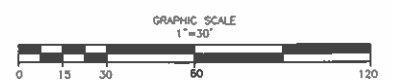


EXISTING CONDITIONS



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DESIGN CONSULTANT:
SMC
913 Ridgebrook Rd. Ste 302
Sparks, Maryland 21152
p: 410.785.0875

DATE	REVISION

**GLENWOOD & WEST GLENWOOD
STREAM RESTORATION**

GLENWOOD AVENUE TALBOT COUNTY

GLENWOOD CONCEPT SKETCH

Designed By: TG Scale: 1" = 30'

Proposal for: Glenwood and West Glenwood Stream Restoration Design- Build Project

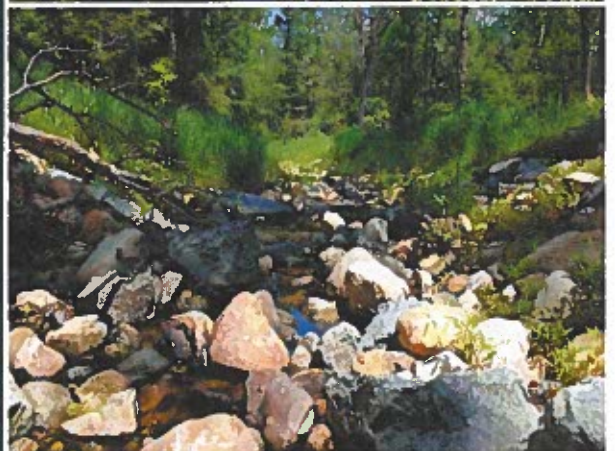
POINT OF CONTACT:
Liam O'Meara, President

1 Churchview Road
Millersville, MD 21108
(410) 923-8680
contact@eqrllc.com



ENVIRONMENTAL
QUALITY RESOURCES

3/21/2024



Section 1: Cover Letter

March 21, 2023

Town of Easton
14 South Harrison Street
Easton, MD 21601



**Re: Glenwood and West Glenwood Stream Restoration
Design-Build**

Dear Town of Easton:

Environmental Quality Resources, LLC (EQR) is pleased to submit the attached proposal for the above referenced project. We believe our team of qualified personnel is particularly suited to manage and construct this project for the Glenwood and West Glenwood Stream Restoration Design-Build Project. Our team members have years of combined experience managing and constructing environmental restoration and LID projects and working with nonprofit organizations to stay within grant budgets.

Over the past 20 years, EQR has worked diligently to build a reputation as a leader in environmental construction in the Mid-Atlantic Region. Over our tenure, our principal work has focused on stream restoration, non-tidal and tidal wetland creation, water quality and quantity control facilities, environmental landscaping, low impact design and other stormwater best management practices. EQR has been constructing bioretention facilities since 1997, and continues to stay on the cutting edge of water quantity and quality control with innovative approaches, such as biochar. Our commitment to the improvement of our environment is not only our business, it is our passion.

We have formed a response team, including Stantec Consulting Services, Inc. with which we have a longstanding working relationship, that brings decades of experience with directly related prior projects to accomplish the Glenwood and West Glenwood Stream Restoration. Among our strengths are:

- Numerous successful stream and wetland restoration projects, including design-build and full delivery;
- A prime contractor that will lend its expertise to cost effective design and also serve as the constructor, resulting in a seamless progression through the project life cycle;
- Ability to translate project-owner objectives into permitted plans and a well implemented project.

We look forward to working with you.

Sincerely,

Liam O'Meara, President

Section 2: Design-Build Team Description

Team Introduction

Design-Builder/Prime Contractor

If selected to perform the project, Environmental Quality Resources, L.L.C. (EQR), shall serve as the Design-Builder/Prime Contractor. EQR would also perform the construction, invasive species control and planting for the project.

Background and General Capabilities

Our company was founded in 1991 as an environmental construction and landscaping company, specializing in stream restoration and reforestation. The company is based in Millersville, MD.

Following its inception, EQR has expanded its scope of construction services to include freshwater and tidal wetland creation and mitigation, shoreline and dune restoration, low impact development best practices, and stormwater management facility construction, retrofit and maintenance. Since 1997, EQR has been building bioretention facilities and working on low-impact-development projects. Under contract with local governments, EQR has converted and/or retrofitted outdated stormwater BMPs into facilities that promote improved water quality and help meet various permit (e.g., MS4, NPDES) requirements.

Beginning approximately five years ago, EQR moved solidly into the design-build and full-delivery project arenas as both a prime contractor and subcontractor. The total contract value of such work exceeds \$37,000,000 and we have completed nearly \$18,000,000. Illustrative work includes four full-delivery TMDL projects for the Maryland State Highway Administration as a subcontractor to GreenVest, LLC. For those full-delivery projects, EQR's role included proposal preparation assistance, participating in site selection, actively working with design professionals to develop concept and final plans and, ultimately, construction of the projects. EQR has also completed (as the prime contractor) the 6,000 LF Font Hill design-build stream restoration and TNC's Mt. Olivet design-build LID project for the Washington, D.C., Archdiocese. In addition, EQR holds a contract with VDOT for statewide MS-4/TMDL Planning and Implementation Services, pursuant to which we are currently undertaking one shoreline design/build project and one full delivery stream restoration. On behalf of the City of Roanoke, Virginia, EQR presently serves as the design-builder for the Glade Creek stream restoration. As a result of EQR's design-build and full delivery work, EQR possesses the experience, seasoned personnel, processes and systems to ensure it can effectively lead coordination of team member activities for the State Farm project.

Our prior, close, collaborative work with designers and owners on design/bid/build projects relating to field changes, change orders and value engineering proposals served us well in the transition to design/build. In either the design-builder or subcontractor capacity, EQR has worked hand in hand with the design engineers from concept development through final completion to ensure that owner objectives are attained and provide ongoing feedback throughout the iterative process to promote constructability and cost effectiveness of design. When EQR is the design-builder for a project, EQR manages the entirety of the work, including setting and monitoring the schedule and working with project owners and other stakeholders to incorporate their goals for the work.

EQR understands the multitude of steps necessary to bring a design-build project to fruition, including early, coordinated involvement of all project stakeholders. We are also aware of the vital importance of preparing an overall project schedule and meeting milestone dates during the design, permitting and construction phases. We are fully prepared to manage all aspects of the State Farm design/build project.

Of particular relevance to the State Farm project, EQR has created or restored over 1,400 acres of wetlands and performed over 100 miles of stream restoration.

EQR's experience in Virginia dates to the early 1990's and spans a multitude of environmental project types. That history has given our project managers and site staff a very good working knowledge of applicable Commonwealth regulations and the ability to complete projects while maintaining compliance with all local government and permitting requirements. In addition, EQR has offices and equipment yards in Richmond and Fairfax so staff can work directly with owners and regulators.

Over the course of 30 years of environmental construction projects, EQR has developed a robust Construction Division, staffed with highly skilled and experienced personnel and resourced with considerable equipment suited to work in environmentally sensitive areas. Completing those projects with minimal harm to the environment requires technical expertise, regulatory awareness and environmental sensitivity.

In addition to a seasoned Construction Division, EQR has an Ecological Services Division, specializing in site stabilization, habitat restoration, and management of sensitive ecosystems. Working in close coordination with the Construction Division prevents delays in restoration and promotes vigorous re-establishment of ecological function. Restoration projects include planting, final soil stabilization, and managing native species in a variety of settings. The Division's maintenance programs, integrated pest management strategies, and invasive species control procedures ensure a comprehensive recovery of disturbed systems.

EQR has approximately 215 employees, making up and supporting 19 heavy construction crews, four natural resource management crews, and six maintenance crews. Those individuals provide the ability to properly resource projects, including rapid and emergency response, and maintain project schedules. Almost a third of our workforce is dedicated to constructing and maintaining Virginia projects.

In addition to the knowledge and experience we possess to fulfill the technical requirements of the project, EQR is prepared to meet the various administrative requirements. EQR can provide full bonding for the project through our surety, Great American Insurance. We have appropriate insurance coverage and have enclosed with this submission a copy of our current certificate of insurance as well as licenses.

Summary of Directly Related Experience

The following list provides examples of EQR's environmental design/build and full delivery projects.

Project Name	Project Type	Role on Project	Work Type	Year Completed	Owner	Project Location	Value
Edgewater Beach Boat Ramp & Bioswale	Full Delivery	Subcon	LID	2017	Edgewater Beach Corporation	MD	\$133,637
Mt Olivet Cemetery LID Project	Design Completion & Build	Prime	LID	2018	District Stormwater, LLC	DC	\$578,133
BARC West-PGC & CBT Mitigation	Full Delivery	Subcon	Wetland	2018	MD SHA	MD	\$812,119
Piscataway Creek Wetland Mitigation	Full Delivery	Subcon	Wetland	2018	Joint Base Andrews	MD	\$578,974
BARC West-SHA Mitigation	Full Delivery	Subcon	Wetland	2018	MD SHA	MD	\$701,533
Ambridge Pond Retrofit DB	Design Build	Prime	SWM	2019	City of Annapolis	MD	\$172,635
Martin Pond Dam Removal	Design Build	Prime	Stream	2019	Greentrust Alliance, Inc.	MD	\$260,454
Mattawoman Creek	Full Delivery	Subcon	Wetland	2020	Joint Base Andrews	MD	\$2,009,344
Western Branch Wetland	Full Delivery	Subcon	Wetland	2020	Washington Gas Light Company	MD	\$171,014
Font Hill Tributary Stream Restoration DB	Design Build	Prime	Stream	2020	Howard County Dept of Public Works	MD	\$3,821,764.00

MDSHA-FD Elks Club	Full Delivery	Subcon	Stream	2021	MD SHA	MD	\$2,304,449
MDSHA-FD Dott Farm	Full Delivery	Subcon	Stream	2021	MD SHA	MD	\$1,286,592
MDSHA-FD River Valley Ranch	Full Delivery	Subcon	Stream	2021	MD SHA	MD	\$2,192,204
MDSHA-FD Rolling Ridge Estate	Full Delivery	Subcon	Stream	2021	MD SHA	MD	\$327,377
Glade Creek DB Stream Restoration	Design Build	Prime	Stream	Ongoing	City of Roanoke, Virginia	VA	\$1,973,400
Welzenbach Stream Restoration	Full Delivery	Subcon	Stream	2021	Prince George's County	MD	\$504,341
Tinkers Creek Restoration	Full Delivery	Subcon	Stream	Ongoing	Prince George's County	MD	\$10,054,516
VDOT-3585-5 (TO 1) Culpeper Conservation Planting	Design Build	Prime	LS	Ongoing	Virginia Dept. of Transportation	VA	\$61,484
VDOT-3585-5 (TO 2) York River SP Shoreline	Design Build	Prime	LS	Ongoing	Virginia Dept. of Transportation	VA	\$297,257 (incremental funding, expected final value ~\$2,100,000)
VDOT-3585-4 (TO 4) Waynesboro	Full Delivery	Prime	Stream	Ongoing	Virginia Dept. of Transportation	VA	\$7,202,500
Total EQR Contract Value							\$37,246,470

Relationship with Major Subconsultants and Subcontractors

Below we discuss EQR's and Stantec's prior work with one another:

An organization chart depicting the design-build team structure can also be found below.

EQR – Stantec

EQR and Stantec, the proposed design engineer firm for the project, began working together nearly fifteen years ago when the firm was the independent Williamsburg Environmental Group. Since then, the two companies have worked together on numerous projects, including fifteen design/build or full delivery. The following are examples of those projects.

Project Name	Description	Completion Year
Goose Creek/BlueWildlife (PO 5) (Design-Bid-Build, EQR and Stantec held separate prime contracts for respective scopes)	Stantec designed and EQR constructed an approximately 8,050 linear feet restoration of Bolling Branch Stream and its tributaries. The project created five acres of wetlands within the stream's flood plain and nearly 60 acres of buffer were converted from a tall fescue pasture to a woodland floodplain buffer. Ox-bow wetlands were created from portions of abandoned channel, and grading to a lower elevation in suitable soils adjacent the stream generated additional emergent wetland areas.	2009
VDOT Statewide Maintenance and Monitoring IDIQ Contract (Stantec Prime Contract; EQR is a subcontractor to Stantec)	EQR worked with Stantec on 12 design-build task orders for a variety of environmental services projects, including stream restoration, shoreline stabilization, BMP retrofit and buffer plantings.	Varies by Task Order 2014 -- 2021
Roanoke City Glade Creek Stream Restoration (EQR Prime Contract; Stantec is a subconsultant to EQR)	EQR and Stantec are presently engaged in a design-build stream restoration of approximately 2,500 LF. The project will help control area flooding, reduce erosion and sedimentation, stabilize slopes, improve aquatic habitat and fish passage, and restore adjacent riparian areas.	Work in Progress (65% Design Complete)
VDOT Statewide TMDL Planning and Implementation Services IDIQ Contract (EQR Prime Contract)	EQR and Stantec are presently working together on one design-build living shoreline stabilization project and one full delivery stream restoration project. The shoreline project entails design and construction of tidal breakers, shoreline grading and planting to achieve restoration of low and high marsh and upland areas. The full delivery project scope includes site selection, land interest acquisition, design, permitting, implementation, credit certification, maintenance and monitoring. TMDL targets are approximately 6,700 lbs/yr total nitrogen (TN) and 2,081 lbs total phosphorous (TP) reduction and associated total suspended solids (TSS). The project will restore approximately 6,500 LF of highly degraded stream on farmland.	Work in Progress

Stantec – Project Designer

As noted above, if EQR is awarded the project, Stantec Consulting Services, Inc., would be the project designer.

Founded in 1954, Stantec provides professional design and consulting services in environmental planning, engineering, architecture, surveying, economics, and project management. Continually striving to balance economic, environmental, and social responsibilities, the company is recognized as a world-class leader and innovator in delivery of sustainable solutions. Today, it is an organization composed of more than 22,000 qualified professional, technical, and administrative staff, operating out of more than 400 global locations. Stantec has a resource pool of highly talented and skilled people and a long history of providing innovative solutions to environmental and engineering design issues.

Stantec has a long history of working on ecosystem banking throughout the state of Maryland and U.S.

Stantec Fast Facts

- Over 700 mitigation sites across the nation
- Entitled over 30 mitigation banks
- Experienced with all aspects of the mitigation process: Turn-key
- Dozens of staff with mitigation experience
- Worked with USACE Districts in almost all 50 states
- Assisted many state agencies with defining mitigation guidelines

Stantec brings unparalleled experience in planning, entitling, designing, and operating wetland and stream mitigation banks. The firm has worked with a wide range of clients in this capacity, including non-profits, public entities, individual landowners, joint-venture (including public/private) partnerships, and venture capital providers. Stantec routinely provides input to the Interagency Review Team (IRT) regarding potential changes in the mitigation banking process through regular monthly meetings and direct communication. In addition, Stantec is often contracted to provide in-depth Geographic Information Systems (GIS) evaluations of a particular state or region. These studies evaluate the demand for mitigation credits and measure that against the availability from existing banks in an effort to identify ideal bank locations. Once a specific area is targeted, individual properties that meet the site parameters of potential mitigation banks are identified. The firm also provides full-service engineering support for mitigation banking projects. As a result of this experience, Stantec is adept at coordinating all phases of the wetland and stream mitigation banking approval process including the submission of a banking prospectus, preparation of bank development plans, and preparation of mitigation banking instruments.

Stantec's staff has gained valuable insight in coordinating with regulatory agencies in order to produce a banking instrument acceptable for final signature. Stantec has garnered approval for 30 mitigation banks; 20 of which are located in Virginia. Eleven (11) additional Virginia banks are in progress.

As a result of its extensive mitigation banking background, Stantec offers comprehensive related services. The firm has expertise in:

- **Mitigation Bank Consulting**
 - Wetland Mitigation Bank Consulting Wetland Restoration and Enhancement Stream Mitigation Bank Consulting Stream Restoration and Enhancement Nutrient Bank Consulting
 - Conservation Bank Consulting Preliminary Credit Estimates & Proforma Bank Prospectus
 - Mitigation Banking Instrument Construction Plans and Oversight
- **Regulatory / Permitting**
 - Section 404/401
 - Clean Water Act (CWA) EPA 404 B(1)
 - 1995 Federal Guidance for the Establishment, Use, and Operation of Mitigation Banks
 - 2008 Compensatory Mitigation Rule for Losses of Aquatic Resources
 - Risk and Uncertainty Analyses
- **Water Resources Engineering Hydrologic/Hydraulic Modeling Inundation Mapping**
 - LOMR and CLOMR
 - Reservoir Sedimentation Studies
 - Risk Analysis and Benefits Assessments Dam Safety Analysis
 - Spillway Analysis Dam Removal Shoreline Stabilization Coastal Restoration
- **Support Disciplines**
 - Construction Support
 - Threatened and Endangered Species Surveys
 - Cultural and Archaeological Surveys Ecosystem and Habitat Assessments Geoenvironmental Engineering Geophysical Services
 - Surveying
 - Maintenance and Monitoring Compliance

Team Organization

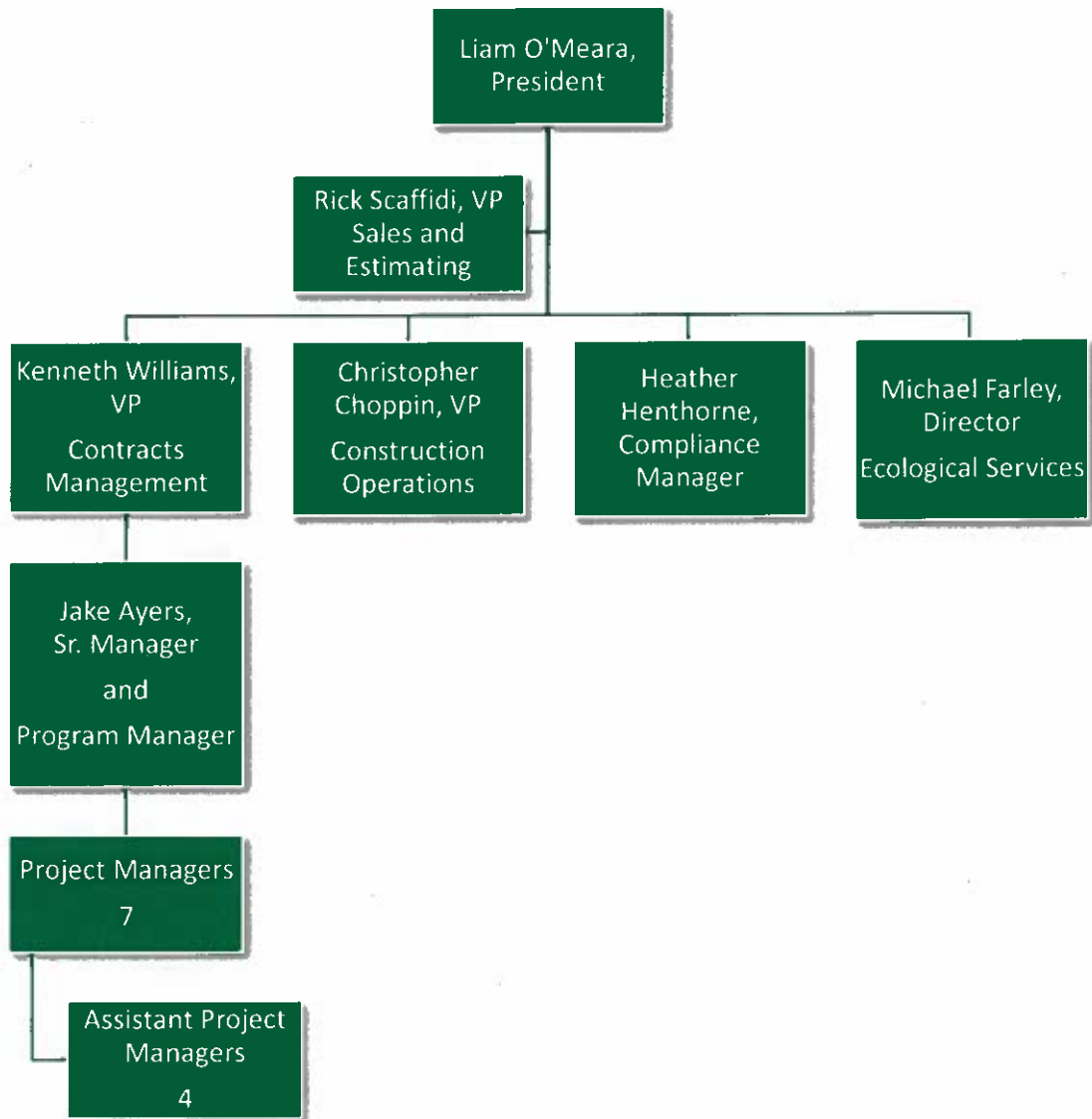
The EQR-Stantec Team's (the Team) key personnel and local core of support staff for the Glenwood and West Glenwood Stream Restoration project are shown in the Team Organization Charts below. As evidenced, the Team clearly has the depth of technical expertise required to evaluate, design, permit, construct, and monitor the projects, while ensuring that we meet the project goals and schedules.

Environmental Quality Resources Organization Charts

Team Organization

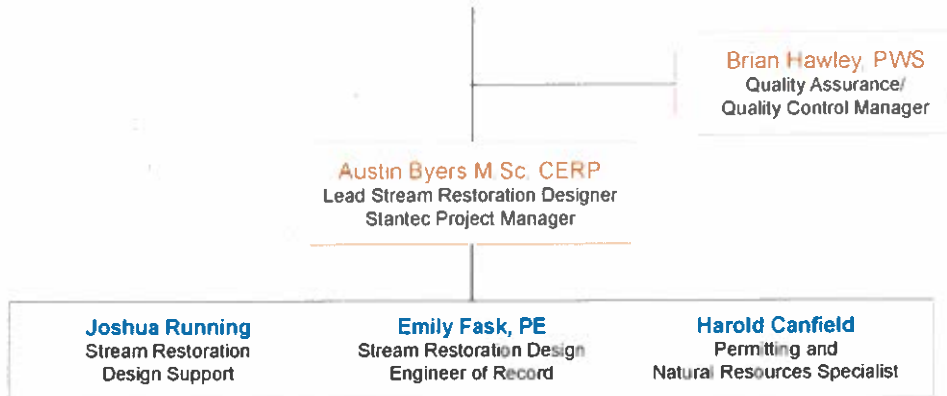


EQR Company Divisions





LEAD DESIGNER AND ENGINEER



Project Understanding and Qualifications

Understanding the local environment and having the right multi-discipline team to address the needs of each individual site is critical to establishing healthy, resilient ecosystem through restoration. We understand that the primary objectives of the project are to improve conditions in the stream(s) by decreasing erosion, reconnecting the stream system back to the available floodplain (Glenwood) to increase retention time for groundwater, managing and removing non-native invasive plant species in the floodplain, and re-establishing desirable native vegetation. Secondary objectives include water quality improvements for the Tred Avon River, the Choptank River, and ultimately the Chesapeake Bay, and improved aquatic and terrestrial habitat. The Glenwood project will also likely decrease the potential for upstream flooding by enhancing and expanding the floodplain to increase floodwater storage where possible. Both sites can serve as an educational resource for local residents, the school, and visitors.

Our Team's engineers and scientists are recognized ecosystem restoration experts and understand that this field is constantly evolving. We bring our depth of knowledge to the entire restoration process - from assessment and planning to design, construction, monitoring, and adaptive management. When restoring streams, we don't simply design a solution for an isolated issue, we examine the entire watershed to understand the overall causes of ecosystem disturbances. We combine our expertise in engineering, geomorphology, biology, hydrology, and constructability to identify and solve very complex ecological problems that come with competing objectives.

Examples of complex problems relative to the Glenwood and West Glenwood projects include, but are not limited to, developing a restoration approach that is suitable for highly erodible soils, avoiding utility conflicts, reducing flooding elevations, and developing alternative planting schemes that not only meet Critical Area Commission (CAC) Buffer Management requirements, but are able to properly stabilize the banks and riparian areas in locations where larger trees are not permitted to be planted, such as the Delmarva Power easement beneath overhead powerlines. We will apply appropriate Natural Channel Design restoration techniques to create resilient, functioning streams and floodplains. This approach creates a sound ecological environment that is self-sustaining and requires little to no maintenance. We take time to understand the complexity of the project(s) and have a dedicated team of stream restoration professionals with years of restoration expertise that have developed and implemented designs that address long-term challenges.

The EQR-Stantec team has a long history of designing stream restoration projects following natural channel design techniques that minimize impacts on surrounding natural resources and infrastructure, integrate seamlessly into the existing landscape, and provide functional and ecological uplift to the stream. We have assisted other municipalities in the Maryland, Virginia, and DC Metro area, as well as the Maryland State Highway Administration (MDOT SHA) and the Virginia Department of Transportation (VDOT) with monitoring, inspecting, designing, and permitting stream and

outfall restoration projects. Due to our vast experience in the stream and watershed restoration and the stormwater and drainage markets, the EQR-Stantec Team has the practical knowledge and resources to address any challenge these projects present. We put together a quality team with a breadth and depth of experience and expertise to meet and exceed all of the Town's needs associated with these projects.

Section 3: Project Information Sheets



MS-4/TMDL Planning and Implementation Services and Related Activities Statewide

Contract No. 48164

Project Description

In 2020, VDOT awarded a five year contract to EQR for Scope E, the full scope of TMDL planning and implementation services under the contract. Through the contract, EQR assists VDOT in the identification, design and implementation of projects to meet TMDL Action Plans in support of VDOT's Municipal Separate Storm Sewer (MS-4) program.

As of the end of 2023, EQR has received four project task orders:

Culpeper District Design/Implement Land Cover Conversion (2022) \$60,570.17

EQR, in conjunction with its engineering subconsultant, developed and implemented a reforestation project, converting 9 acres of turf grass in the Potomac River basin through the planting of 1,452 canopy trees, 1,619 understory trees and 540 shrubs of various native species. Resulting credits (using Guidance Memo 15-2005): 3.42 TP; 64.51 TN; 1,197.97 TSS.

Waynesboro Full Delivery Stream Restoration (construction complete 2023) \$6,482,250 (through construction)

EQR utilized the services of its full delivery and engineering subconsultants to plan, permit and implement an ~ 6,500 LF stream restoration, following natural channel design principles in Waynesboro, VA. EQR and its team assessed various suitable sites, analyzed likely credit generation, secured necessary land rights, engaged in an iterative design process (including value engineering), and worked with the landowner, local government and VDOT to bring the project to fruition. The work was performed along an unnamed tributary to the South River, addressing instability and impairment resulting from its prior use as cattle pasture. As built, the project generates 1517 TP, 7295 TN and 3,457,949 TSS credits using Guidance Memo 15-2005.

The project is presently in its maintenance and monitoring period and will eventually be subject to a third-party, long-term stewardship.



Owner

VDOT

Project Location

Statewide

Project Type

TMDL projects (e.g., stream restoration, land cover conversion, shoreline stabilization, turnkey project delivery)

Contract Value at Award

All funding at task order level

Contract Value (through 2023)

\$9,060,763.56

Project Start Date

Contract inception 2/27/2020

Project End Date

Contract term ends 2/26/2025

EQR Project Managers

Chris Wharton, Dyland Constable, Karly Epp

EQR Superintendents

Various

Project Owner Representative

Joseph Parfitt, TMDL Program Manager, Environmental Division
804-339-4365

Joseph.Parfitt@VDOT.Virginia.gov

1401 E. Broad Street
Richmond, VA 23219-2000

Project Engineer

Daniel Proctor, PE
Josh Running, PE
Stantec

(757) 220-6869

Daniel.Proctor@stantec.com

Josh.Running@stantec.com

5209 Center Street

Williamsburg VA 23188-2680

York River State Park Design/Build Living Shoreline (early 2024)
\$3,692,999.52

EQR, with its engineering subconsultant, designed, permitted and built this living shoreline project. Work included construction of six stone sill breakwaters, sand fill, coir matting installation, tidal marsh planting, establishment of an access to the beach area and grading of existing banks. The project required coordination with USACE, multiple state agencies and tribal representatives.

The project objective is to stabilize a highly eroded beach and prevent future erosion. The following credits have been generated: 1,563 TP; 2,228 TN; 2,568,288 TSS.

Pipsico Scout Reservation – Design/Build Lion’s Beach Living Shoreline (2023) \$1,891,079.25

EQR, with its engineering subconsultant, designed, permitted and built this shoreline stabilization project along the James River in Surrey County, VA. Project features include stone sill/breakwaters, sand fill placement and tidal marsh planting using native species. To provide a learning opportunity, Scout volunteers assisted with project planting.

The project generated these credits: 753 TN; 516 TP and 847,684 TSS.

Westmoreland State Park Design/Build Living Shoreline Design/Build (design complete 2023, construction completion expected 2024) \$7,186,038.12

EQR, in conjunction with its engineering subconsultant, has completed design and permitting of this project lying along a portion of the Potomac River in Westmoreland County, VA. Construction is expected to commence in early 2024 and will consist of a breakwater system, beach nourishment and marsh planting with native species.

Projected credits: 1,015 TP; 1,525 TN and 2,511,027.

Homestead Gardens Stream Restoration and Stormwater Management Project

Anne Arundel County, Maryland Department of Public Works Watershed Protection and Restoration Program
| Davidsonville, Maryland | 2023

Anne Arundel County contracted Stantec Consulting Services Inc. (Stantec) to provide design services for the retrofit of an existing stormwater outfall at Homestead Gardens Nursery and approximately 782 linear feet (LF) of stream restoration for an intermittent channel downstream of the outfall. The outfall channel is an unnamed tributary (UT) to Marriots Branch. The project aims to improve water quality based on the County's TMDL sediment and nutrient reduction and impervious area treatment goals. The outfall project is part of the County's Watershed Implementation Plan.

The goal for this project was to reduce nutrient and pollutant downstream receiving waterway, while also treating impervious areas. Specific project objectives associated with the Homestead Gardens Project included:

- Improving stability and function of the current outfalls from Homestead Gardens, providing adequate drainage and safe conveyance of storm flows and protecting private property;
- Meeting current stormwater management standards, as feasible, based on-site conditions and to the maximum extent practicable (MEP);
- Improving water quality treatment and channel stability via the installation of a Regenerative Stormwater Conveyance (RSC);
- Reducing pollutant loading towards achieving the Chesapeake Bay TMDL; and
- Supporting the County's MS4 permit and assisting the county in achieving the impervious area treatment and TMDL goals by documenting credits anticipated following project implementation.



The proposed restoration design addressed functional uplift for the UT to Marriots Branch in several ways. Currently, most of the watershed is located on the property of Homestead Gardens. Much of the water received on this upper portion of the watershed travels over high human or vehicle traffic areas via runoff from semi- to completely impervious areas. The runoff is delivered to the stream as overland sheet flow over a steep, eroding slope or by concentrated flow through pipes. There is little opportunity for infiltration or filtration of the water by the upper watershed before water is delivered to the stream. The stream itself is severely entrenched and incised which has caused a significant drop in the adjacent water table.

The proposed design provided stable conveyance. A revised alignment, instream structures, and bank vegetation offered energy dissipation and roughness for reducing velocities in the channel, as well as culvert efficiency under the private driveway. Three different types of restoration approaches were proposed in the Upper, Middle, and Lower Reach. These included the construction of a Regenerative Stormwater Conveyance system (RSC) in the Upper reach, a floodplain wetland complex in the Middle Reach, and a Cascade series in the Lower Reach. In addition, the existing culvert beneath the private driveway was replaced.

Stantec provided comprehensive professional services assessment, design, permitting, construction observation, and monitoring services for the project and worked closely with the County's on-call contractor during the installation, making field adjustments as appropriate to maximize the stability and function of the intended design.

Section 4: Resumes



Rick Scaffidi

Vice President, Sales and Estimating

Education

University of Maryland

College Park, Maryland

B.S. Zoology, Emphasis in Theoretical & Aquatic Ecology, 1978

M.S. Horticulture, Restoration Modeling with Emphasis on Plant-Soil Relationships, 1993

Years of Experience Overall: 40

Years of Experience at EQR: 25

Professional Associations & Certifications

- Member, International Erosion Control Association, 1995 to present
- Certified in Interlocking Concrete Pavement Systems
- Lecturer for Montgomery College – Bioretention Construction and Maintenance – 2012 to Present
- Confined Space Entry Training
- USACE Contractor Quality Control Certification
- Professional Horticulturist

Overview

EQR is a dynamic company, where the executive staff members each know and understand the entire project process, from project estimating to final close-out. Rick Scaffidi has developed and managed construction and landscape ecology crews for 15 years, leading to his current supervisory level. This experience and fundamental understanding of the construction process and its relation to landscape ecology drives a collaborative approach when managing and building projects. His successful development of scope of work, cost analysis, and scheduling has significantly reduced monetary impacts associated with projects throughout his tenure. Mr. Scaffidi and the highly dedicated estimating staff build a project production scheme into each of EQR's estimate, allowing for maximum consistency and direct transfer of knowledge between departments.

As Vice President of Sales and Estimating at EQR, Mr. Scaffidi's current responsibility is to manage all EQR sales and estimating, and to act as technical advisor and Design-Build Project Manager for the emerging market of design-build projects. He currently leads the estimating and sales departments in producing estimates for both private and public sector projects, ranging in value from \$10,000-\$25,000,000. Mr. Scaffidi has pioneered the management of the recent shift in the stream restoration industry towards design-build projects. By acting as Design-Build Project Manager for EQR's recent major D-B projects, Mr. Scaffidi was able to develop an internal process for all design-build projects, which defines the responsibilities of the design, permitting, and construction teams. He also manages the necessary milestones in project schedules throughout design and permitting.

Mr. Scaffidi technically advises and trains EQR staff on new water quality and quantity control techniques, including their function, installation, costs, and maintenance requirements. He lectures at colleges and industry conferences on soil bioengineering techniques, and the construction and maintenance of bioretention facilities.

Relevant Project Experience

Font Hill Stream Restoration (2017-Ongoing) \$3,821,764.70 – EQR partnered with JMT, Inc. to provide design-build services for over 5000 linear feet of stream restoration at Font Hill Tributary and Centennial Lane West in Howard County, MD. The County selected the EQR/JMT team's design for legacy floodplain sediment removal, and complete channel realignment across the new riparian valley. Design and permitting occurred from August 2017 – October 2018, and construction started in October of 2018 and is anticipated to be completed in October of 2019. EQR completely regraded the stream valley to be 2.5-3' below existing elevations, removing more than 31,000 CY of material and bringing the stream channel back into contact with its historic floodplain. As Design-Build Project Manager for this project, Mr. Scaffidi was responsible for contributing to the design development and maintaining the project budget from the bid phase through final design completion and permitting. Mr. Scaffidi worked closely with our partners at JMT to ensure that the design remained true to the legacy sediment removal objectives, including a redesign to lower the floodplain elevation when historic floodplain substrates were found roughly 0.5' below the expected grade. Mr. Scaffidi resolved the budgeting conflicts by decreasing the overall width of the floodplain, thereby also reducing impacts to surrounding tree stands. Additionally, Mr. Scaffidi provided constructability reviews at each stage in the design, partnering with JMT to produce Erosion Control plans and Sequence of Construction that would help rather than hinder field crews, while maintaining strict boundaries within MDE guidance for erosion protection. By using cost analysis, cross-referencing techniques, and creating the production scheme and sequence for the project EQR was able to provide the client with the most cost-effective means for completion.

Lockheed Stream Remediation at Cow Pen (2018) \$1,751,388.95 – EQR was subcontracted by Tetra Tech to finalize the design and provide construction of site remediation at Cow Pen Creek at Martin State Airport. The site was found to have high levels of heavy metal contamination and required removal of multiple feet of contaminated sediment. As Design-Build Project Manager, Mr. Scaffidi provided constructability reviews that enabled the design to evolve from the concept stage to final workable design. Mr. Scaffidi collaborated with Tetra Tech to develop a construction plan for massive site excavation of hazardous waste, and restoration with a sand-based remediation mix. He also helped to develop a plan to reuse all woody material that was cleared from the site for access, as well as to import logs for log vanes and crib wall structures. In order to manage the high water levels, EQR installed a 250' x 13' x 9' AquaDam to block of the existing stream channel from the cove.

VSUP Industrial Drive Outfall Stabilization (2018) \$580,642.00 – EQR performed as a subcontractor to Stantec, Inc. to provide design-build services under the VDOT Statewide Wetland & Stream Maintenance Contract 150718-ABJ. The goal of the Industrial Drive task order was to repair and stabilize a severely eroded drainage outfall located north of Industrial Drive in Spotsylvania County, VA. Stantec and EQR worked collaboratively on value engineering the scope of work, in order to accomplish the project goals at a reasonable level of effort to VDOT. Mr. Scaffidi worked with the designers to establish the best route of access, which allowed for the most efficient construction and minimized site impacts. He also sized the site stockpile appropriately to manage the materials going back into the stream. Together, Mr. Scaffidi and EQR crews developed a sequence for filling the over 20' deep head cut, which allowed for equipment access while maintaining positive drainage throughout the work.

Ambridge Pond Retrofit DB (2018) \$172,635.00 – The City of Annapolis contracted the EQR/Biohabitats team for design and construction of a stormwater pond owned by the Ambridge Community Association. The main goals of this project were to upgrade the existing stormwater pond owned by the Ambridge Community

Association. The main goals of this project were to upgrade the existing stormwater pond, improve wildlife habitat, and improve the water quality in Back Creek. Work scope included 750 cubic yards of excavation, erosion controls, and restoration including 5245 aquatic and emergent container and plug plantings. Mr. Scaffidi worked with Biohabitats and the City of Annapolis to develop an initial estimate for grant submission, and then managed the construction costs throughout the design phase to remain within the grant budget. He also provided constructability and quality control reviews, and worked with the City, HOA, and designers to develop the project access and stockpile plan.

Nash Run Stream Restoration (2016) \$3,047,494.33 – EQR was contracted by the District of Columbia Department of Energy and the Environment to restore 1400 feet of stream and 100 feet of tributary in the highly urbanized portion of northeast Washington, DC. Lack of pervious surface resulted in flashy, intense stream flows with a considerable amount of trash and debris wash from storm sewer systems. EQR dramatically improved the water quality by cutting a new alignment in the stream, with a 174-foot imbricated retaining wall, 88 buried log structures, and a floating trash rack. Mr. Scaffidi worked with DDOE to establish better access and stockpile areas on site, effectively value-engineering the project budget from \$3.34 million to \$2.85 million prior to construction.

Work Experience

Environmental Quality Resources, LLC

Millersville, MD

Vice President of Sales and Estimating

2010 – Present

Vice President of Construction

1997 – 2010

Project Manager

1994 – 1997

Institute of Applied Agriculture, University of Maryland

College Park, Maryland

Teacher

1991 – 1993

Solar Gardens, Inc.

Rockville, MD

General Manager

1979 – 1992



Kenneth Williams

Vice President of Contracts

Education

University of Maryland

College Park, Maryland

Bachelor of Landscape Architecture (BLA) 1999

Years of Experience Overall: 25

Years of Experience at EQR: 25

Overview

As Vice President of Contracts, Mr. Williams oversees contract management for all EQR projects, leading his team to deliver exceptional results for our clients. To do so, he maintains open lines of communication among EQR, clients, designers, regulatory agencies, subcontractors and suppliers. That is vital to understanding customer expectations, achieving project objectives, and deepening client relations. Additionally, he leads weekly production meetings, during which project managers and superintendents provide updates on the status of each of their projects, resources are allocated, and the overall production schedule is reviewed for consistency. He is also in constant communication with project managers and field superintendents through email, phone calls and site visits. He has played an integral role in EQR's growth for more than 20 years.

Mr. Williams also develops various processes and procedures to enable EQR to manage its large, complex volume of government and private sector work. Mr. Williams oversees more than \$50,000,000 in annual contract value. He has instituted the use of various electronic means of tracking and managing work, including an e-daily job log that delivers near real time business intelligence, and customized database applications for contract administration and training/certification data. He also maintains a high level of skill in creating, analyzing and updating company and project schedules, including CPM schedules.

Mr. Williams' long tenure at EQR has provided him the opportunity to progress through many positions, instilling a deep understanding of and respect for the responsibilities of each role as well as experience with the challenges of environmental construction. These many years of experience provide for a highly effective working structure, and a depth of knowledge, commitment and experience uncommon in the industry. Using this experience, Mr. Williams is able to provide guidance and recommendations to project managers and field superintendents that mitigate any conflicts or issues that may arise over the course of a project. In addition, he works extensively with project staff to schedule each project in accordance with the requirements of the contract and availability of crews and operators.

Although his present position does not require maintaining the extensive certifications he held in his project management roles, EQR and its customers continue to benefit from his in-depth knowledge garnered from having held the following certifications:

- Certified Professional Erosion Control In-Training, International Erosion Control Association

- Erosion and Sediment Control Certification (Green Card), MD Dept. of the Environment
- Erosion and Sediment Control Certification (Yellow Card), MD State Highway Association
- Responsible Land Disturber Certificate of Competence, VA Dept. of Conservation & Rec.
- Sediment and Stormwater Management Certification (CCR Blue Card), State of Delaware
- Standard First Aid and Adult CPR Course, National Safety Council
- Construction Safety and Health Training (10 hour), Occupational Safety and Health
- Excavation Safety and Competent Person Training, National Utility Contractors Association
- Construction Quality Control Management for Contractors, U.S. Army Corps of Engineers
- Temporary Traffic Control Manager's Training Course, MD State Highway Administration
- Virginia Flagger Certification, VA Department of Transportation

Example Project Experience

ICC Environmental Stewardship Stream Restoration of Mill Creek (RC-2) (2011-2014) – MDSHA engaged EQR to restore approximately 7285 linear feet of Mill Creek in Montgomery County, as part of the ICC compensatory mitigation package. As senior project manager, Mr. Williams coordinated with MDSHA representatives, reviewed the project design for construction concerns, coordinated crews across project sites, tracked and maintained budget and resolved utility conflicts.

Annual Contract for Stormwater Management (2009-2012) – Fairfax County, VA selected EQR to perform comprehensive construction, maintenance and repair services for storm water management facilities, including stream channels, throughout the County. Mr. Williams managed this project throughout its entirety, beginning as the field project manager and concluding as the senior administrative project manager. He contributed to the design of many of the 66 task orders, recommending ideal construction sequences and providing expertise in utilities conflicts and maintenance of traffic coordination for multiple concurrent sites.

Vaden Drive/Metrowest Bioretention Facilities (2012) – Mr. Williams served as project manager for EQR for the duration of this project. EQR was contracted to install bioretention facilities at a 300 acre commercial and residential development. Mr. Williams prepared and maintained project schedules and tracked budgets. Project required extensive field modifications due to utility network.

Cameron Run Stream Debris Removal (2012) – The City of Alexandria contracted EQR to dredge an active urban stream channel, including the safe removal of 8,400 cubic yards of sand, silt, gravel and debris, utilizing a bypass pumping system and diversions designed by EQR. Mr. Williams served as senior project manager, contributing to erosion and sediment control design for E&S permits obtained by EQR, outlining maintenance of traffic designs through downtown Alexandria, and maintaining an efficient project schedule.

Magnolia Green Compensatory Stream (2011) Timmons Group selected EQR to restore 10,764 linear feet of stream, including 15.05 acres of grading in the Magnolia Green development area. Mr. Williams served as senior project manager for the duration of this project, coordinating all activities with on-site project managers.

Bolling Branch / Goose Creek Stream Mitigation & Wetlands Creation (2009) – EQR was selected by Williamsburg Environmental Group to enhance, realign, and otherwise restore over 5000 linear feet of the Bolling Branch main stem and tributaries, as well as create and enhance more than 5 acres of wetlands in its floodplain, located in Fauquier County, VA. Through the various phases of the project, Mr. Williams helped develop construction methods to maximize productivity and meet all environmental permitting restrictions.

MDSHA Upper Paint Branch BMP Sites (2009) – Mr. Williams served as project manager for EQR to perform and bioswale facility installation at five sites in the Upper Paint Branch Special Protection Area. Mr. Williams coordinated with MDSHA engineers to expedite work under new MDE TMDL regulations.

MDSHA Functional Enhancements of Stormwater Facilities in Prince Georges County (2009) – Mr. Williams served as project superintendent for EQR to retrofit seven existing BMP Facilities. Three sites were retrofits of existing SWM ponds, two sites were biotrenches converted into fully functioning SWM ponds, and two sites were biotrench pipe repairs. Mr. Williams directed field staff daily, communicated with inspectors and EQR managers to maintain project quality control, and coordinated subcontractors in the field.

Sand Filter Maintenance (2008) – Mr. Williams served as superintendent for EQR, when the company was selected by the Delaware Department of Transportation to clean and maintain 184 precast sand filters in Wilmington, DE and 1 cast in place sand filter in Rehoboth, DE. Lane closures and other MOT were required during cleaning and replacement of materials. Mr. Williams supervised field staff, managed water quality control, and coordinated with county regulators.

Nonantum Mills Stormwater Management Pond (2008) – Mr. Williams served as project manager for EQR developing subcontracts, working with design engineers to manage in-line dewatering practices, and directing field crews. New Castle County, DE selected EQR to rehabilitate an existing SWM facility, including 2,700 cubic yards of dredge, creation of micro pool and forebay areas, weir and junction box replacement, gabion baffles, and stabilization with rip-rap, seed and matting.

Work Experience

Environmental Quality Resources, LLC

Vice President of Contracts	2016-Present
Senior Project Manager	2011-2016
Project Manager	2002-2011
Project Superintendent	2000-2002
Layout Foreman	1999-2000
Laborer	1998-1999



Jake Ayers

Senior Project Manager

Education

University of Maryland
College Park, MD
M.S. in Environmental Management, 2011
Bachelor of Science, 2007

Years of Experience Overall: 14

Years of Experience at EQR: 14

Professional Associations & Certifications

- Rosgen I – Applied Fluvial Geomorphology

Overview

Mr. Ayers has worked with EQR for many years, starting as a layout foreperson and earning promotions to Senior Project Manager. Due to his extensive experience both in the field and in management, Mr. Ayers has the insight and knowledge to oversee, plan and coordinate projects as well as guide the project management staff. In addition to his practical experience, Mr. Ayers's academic background provides him with in-depth understanding of ecosystem services.

As Senior Project Manager, Mr. Ayers is responsible for oversight of EQR's project management processes and all EQR Project Managers. He conducts regularly scheduled meetings, typically weekly, with each Project Manager to review project progress and budget conformance and help resolve any issues that may have arisen. With his wealth of field and management experience, he serves as a valuable resource to Project Managers as they oversee their assigned projects. Mr. Ayers also actively participates in EQR's weekly production meeting overview with operations, project management and executive management to ensure good communication throughout the company across all ongoing projects. He is adept at creating Critical Path Method project schedules. Due to his excellent managerial skills, Mr. Ayers is also a working manager with his own assigned projects.

In addition, he plays a vital role in proposal reviews, lending his practical experience to the process of preparing cost effective pricing.

Mr. Ayers is well versed in government and private sector contract matters. His responsibilities include contract review, change order management, invoicing, small and disadvantaged business participation requirements and closeout.

He presently oversees contracts valued at approximately \$45 million per year, including about \$15.5 million in IDIQ contract task orders.

Throughout his tenure at EQR, Mr. Ayers has established good communication and working relationships with project owners, the inspection community, design engineers, subcontractors and suppliers.

Mr. Ayers is essential to EQR and has developed a strong rapport with the staff. He is able to manage and direct activities on several concurrent large-scale projects, and his organizational skills ensure projects under his management are completed in a timely and efficient manner.

Relevant Project Experience

Mr. Ayers served as the Project Manager for these projects.

MD SHA TMDL SWM Retrofit Design in Anne Arundel County – Group 1, \$2,298,836 (2023) – MD SHA selected EQR for this project to retrofit five SWM facilities to provide additional water quality management. The work entailed one wet pond, one infiltration basin, two micro pools and one submerged gravel wetland. Aspects of work included MOT, E&SC, riser structure modification, inlet installation, pipe and inlet cleaning and landscaping.

Ken Gar Palisades Wetland Mitigation Site, \$2,358,040 (2021) – Following a best value analysis, Maryland Transit Authority selected EQR for this wetland mitigation project at the Ken-Gar Palisades Park, in Montgomery County, Maryland. The project compensated for loss of wetlands due to the Purple Line Light Rail project. New wetland areas were created and existing wetlands enhanced through: invasive species control by mechanical and chemical means; construction of 1.29 AC of palustrine forested and 0.23 AC of palustrine emergent wetlands; 2.55 AC of PEM wetland enhancement; planting of woody plant species and seeding of herbaceous and woody plants suitable for the wetlands; and creation of a rough graded soccer field. Quality control and safety were of particular concern to MTA, and EQR created detailed plans to ensure related requirements were met.

MDSHA Full Delivery Elks Club Camp Barret Stream Restoration, \$2,304,499 (2021) – GreenVest, LLC engaged EQR as part of the proposal and execution team to provide the full delivery of MS4/TMDL water quality credits to the Maryland State Highway Administration, through the design, permitting and construction of 7,800 linear feet of stream restoration at the Elks Club Camp Barrett site in Annapolis, Maryland. EQR's role included site selection assessment assistance, construction budget development and management, design constructability reviews, construction and maintenance of the project site. The woody dams raised the base flow water level over 11 feet, to allow for floodplain reconnection and flood attenuation. All on-site woody debris material was utilized, instead of the added costs to import boulders for stabilization. Though the design and permitting phases took longer than anticipated and delayed the start of construction, EQR provided additional crews and other resources in order to meet the in-stream completion deadline prior to the stream closure date of February 15.

Baltimore County Environmental Restoration Design-Build On-Call Contract (B-700), \$3,926,927 (2014-2019) – Baltimore County contracted with EQR to perform TMDL and MS4 compliance and various environmental restoration services across the county. For this Design/Build contract, EQR teamed with WBCM to perform design scopes. Typical environmental restoration projects included retrofit, conversion, and repair of existing stormwater management ponds, installation of water quality best management practices, stream restoration, stream bank stabilization, emergency repair of storm damage, structural and non-structural shoreline stabilization and maintenance activities, riparian buffer planting, planting maintenance, and invasive species control and removal. As the Contract Manager, Mr. Ayers served as the direct point of contact between EQR's team and the County, managing multiple task orders and concurrent deadlines. Mr. Ayers coordinated subcontractor participation and approvals of all materials, including maintaining 25% MBE participation.

Gwynn's Falls Stream Restoration, \$1,748,440 (2018) – Baltimore County Department of Environmental Protection and Sustainability selected EQR to restore nearly 3,000 feet of stream in an urban setting. Chronically eroding stream banks, an exposed sanitary sewer line and manholes, and a piped section of channel along two Gwynn's Falls tributaries made the site a prime candidate for restoration. Proximity to sewer line required precision as we built and realigned the stream channel.

Dead Run Stream Restoration, \$2,406,574 (2019) – Baltimore County Department of Public Works engaged EQR to restore 1,815 LF of Dead Run Stream at Westview Park in Baltimore, Maryland. This project included raising the channel bed and cutting new floodplain benches at a lower elevation to reconnect the stream with the floodplain. The goals of this restoration were to reduce in-stream erosion, improve water quality, increase ecological habitat, enhance the riparian buffer, and reduce maintenance associated with the downstream storm water management. Additionally, the project includes two water quality ponds and associated storm drain piping and structures.

Piscataway Creek Wetland Mitigation, \$578,973 (2016) – GreenVest, LLC, a private, ecological services company, chose EQR to provide turnkey mitigation for 11.3 acres of freshwater wetland impacts associated with the West Runway Repair Project. The Piscataway Creek Mitigation Site (PCMS) generated 12.5 non-tidal wetland mitigation units to offset 11.42 acres of permanent non-tidal wetland impacts as well as the temporal loss that occurred from the lag time between when the impacts occurred and when the mitigation will be implemented. The mitigation project entailed the preservation of 50.98 acres of high quality, non-tidal wetlands, the creation of 9.27 acres of non-tidal wetlands, and the restoration of 1.37 acres of non-tidal wetlands—totaling 62.62 acres of restored, preserved and fully integrated non-tidal wetlands in the headwaters of Piscataway Creek.

Work Experience

Environmental Quality Resources, LLC

Millersville, Maryland

Senior Project Manager

2016 – Present

Project Manager

2011 – 2016

Project Supervisor

2010 – 2011

Layout Foreman

2008 – 2010



Gus Raggambi

Project Manager

Education

James Madison University

(Harrisonburg, Virginia)

Bachelor of Science,
Geology 1999

San Jose State University

(San Jose, California)

Masters of Science (coursework)
Geology 2002

Years of Experience Overall: 24

Years of Experience at EQR: 5

Professional Associations & Certificates

- Professional Geologist (California, expiry 10/24)
- Association of Engineering Geologists
- American Institute of Professional Geologists
- American Geophysical Union
- Geological Society of Washington
- Trout Unlimited Member
- OSHA 40-hour HAZWOPER
- Nuclear Gauge Operator
- Confined Space Operations and Monitoring

Overview

As a Project Manager, Mr. Raggambi is responsible for all budget, scheduling, procurement, owner and other stakeholder communication and coordination, and quality control for assigned projects.

Mr. Raggambi manages multiple, concurrent environmental projects, including large, complex stream restoration, outfall stabilization/regenerative conveyance, stormwater management, LID and wetland mitigation. His in-depth knowledge of geology, geomorphology, hydrology and construction as well as extensive project management experience allow him to quickly comprehend project requirements, identify potential issues early to maximize resolution options, manage project resources well, and timely complete project milestones.

Mr. Raggambi's experience enables him to offer practical, cost effective input to owners and engineers. His personal commitment to the environment ensures that ecologically sound practices are followed. Mr. Raggambi's prior work on behalf of project owners gives him useful insights into the needs of our public and private sector customers.

His well developed leadership skills earn respect from his team and result in smooth project implementation.

Example Project Experience

SW MP Site 8193 Retrofit (expected finish January 2024) \$895,070.57 – Retrofit of one existing dry detention pond to meet freeboard requirements and achieve credit towards the Maryland Environmental Service High Performance Pond Partnership Demonstration Project. Project performed for Brightstorm Infrastructure Group, LLC, and located in Hagerstown, MD. Work includes: replacement of metal standpipe riser with a 20' high CIP weir control structure and Opti Continuous Monitoring and Adaptive Control device; deconstruction and reconstruction of dam; Class 3 riprap plunge pool installation; dewatering (including use of ~ 4 foot

sandbag coffer dam to maintain dry conditions during weir construction); perforated pvc pipe and gravel installation for dewatering system; pond, pool and pilot channel grading; emergency spillway raising and reconfiguration; flexmat concrete block installation; tree clearing and permanent stabilization. On two occasions, EQR identified UXO during construction, necessitating a temporary suspension of the project for ordinance specialists to properly remove and dispose of the UXO (including detonation on one occasion). Mr. Raggambi serves as Project Manager.

Woodcrest Stream Restoration (2023) \$1,047,635 – An approximately 3,640 LF stream restoration for Howard County, MD, consisting of flood plain reconnection, habitat improvement, culvert replacement, pedestrian bridge installation, class 5 excavation and a variety of toe and in-stream structures. In-stream and toe structures include toe boulders, rootwads, riffle grade controls, wood glide riffles, cascades, outfall and step pools, confluence stabilization mix and nutrient processing features. Other work entailed imbricated wall construction, clay channel blocks, drainage swale, non-native invasive plant treatment, and coir matting installation. Wetland and slope seeding, live stakes, fascines and posts, and planting with a diverse array of native plant species complete the project. Mr. Raggambi served as the Project Manager.

Quaker Mill Mitigation Pond Project (2023) \$3,018,721 – Howard County selected EQR for this flood control project, entailing removal of an existing pond and its structures and construction of a larger facility to pass base flow of a tributary to the Hudson Branch stream. Work includes: lay back and benching of steep slopes to enable safe, efficient excavation; sandbag diversion and 12" clear water diversion pipe; new concrete retaining walls and concrete weir control structures; replacement of multiple storm drains (24" – 72" RCP), Type C and O headwalls and 4 manholes; structure foundation grading; stream grading; riffle grade control installation; rip rap outfall stabilization; rock excavation; approximately 300 feet of earthen embankment construction (including clay core and filter diaphragm); access road with cellular confinement load support system; wetland and upland seeding and planting. The dam is classified as a significant hazard structure by MDE's Dam Safety Division. Mr. Raggambi acted as the Project Manager.

PSEG (2022) \$534,248 – PSEG Keys Energy LLC engaged EQR under a master services agreement to provide various SWM repair services at BGE facilities, including riser modification, dewatering, excavation, topsoiling, stabilization matting installation and closure of a sediment basin remaining from historic mining operations. The latter portion of work included dismantling a non-functioning overflow weir structure, stabilization of a highly eroded overflow channel, removal of accumulated sediment, and new channel construction to allow for flow from the watershed to a nearby stream.

Still Meadow Stream and Outfall Restoration (2022) \$503,213 – Harford County, Maryland, awarded this stabilization of three stormwater outfalls and restoration of approximately 1550 LF of stream to EQR. The project location is a densely developed residential area. Work included: construction of a step pool conveyance system boulder cascade; log/boulder steps; riffle pool; installation of streambed material (cobble, sand/wood chip filter media); streambank reconstruction and stabilization; dewatering and maintenance of stream flow; temporary access bridge; tree and tree root protection.

Tinkers Creek Stream Restoration (2021) \$10,881,829 – This full delivery TMDL project led by GreenVest, LLC for Prince George's County, Maryland, spans approximately 40,600 LF of stream. Greenvest elected to team with EQR from project inception. EQR assisted in site selection, investigation and design development through constructability reviews and value engineering proposals. Construction encompasses multiple features of work, including reconnection of stream and floodplain, channel realignment and grading, extensive stream diversion/dewatering, a variety of wood and stone in-stream structures (e.g., wood and rock toe, riffles, grade controls and plunge pools), coir matting and live fascine installation, precast end section and

manhole installation, maintenance of traffic, and seeding and planting with native species. Mr. Raggambi served as the construction Project Manager.

Little Patuxent Outfalls/Towers Branch Pond Retrofit (2021) \$1,405,369 – Anne Arundel County, Maryland, awarded this combination channel restoration and pond retrofit project to EQR. Work, along approximately 1,340 LF of channel, entailed removal of concrete outfall structures and pipe, removal of a sediment basin and conversion to a step pool storm conveyance system, channel/slope stabilization, dewatering, installation of RCP, headwall and multiple manholes, sand/wood chip filter media, in-stream structures (such as cobble weirs, boulders, grade controls, streambed stability mix and rock sills), tree protection and gabion basket drop structure removal, removal and re-installation of a community fence adjacent to the worksite. Mr. Raggambi served as a construction Project Manager.

Mattawoman Creek (2020) \$2,009,344 – GreenVest, LLC selected EQR to construct this wetland mitigation and stream restoration to offset capital improvements at Joint Base Andrews. Items of work included 45 AC wetland creation, +28,000 CY site grading, ditch plugs, wood features, swale construction, dewatering, seeding and planting. Mr. Raggambi served as Project Manager.

RiverSmart Schools Low Impact Development (2019) \$59,512 – Natural Resources Design, Inc. chose to team with EQR for this design/build DOEE LID project in Washington, DC. The work sites were located at three District of Columbia schools. The creation of bioretention facilities involved asphalt cutting and removal, soil excavation and haul off, existing manhole and pipe modification, liner and inlet installation, dewatering, monitoring well installation and educational elements. Mr. Raggambi served as the construction Project Manager.

Western Branch Wetland Mitigation (2019) \$171,014 – GreenVest, LLC teamed with EQR for this full delivery wetland mitigation project in Upper Marlboro, Maryland. Items of construction work included excavation, grading, subsoil modification to improve permeability, dewatering, topsoil stripping, salvaging and re-spreading, removal of a gravel road, and seeding of wetland and upland areas with a mix of native plant species. Mr. Raggambi served as the construction Project Manager.

River Valley Ranch (2020) \$2,192,204 – GreenVest, LLC teamed with EQR to propose and complete this TMDL full delivery stream restoration project for Maryland State Highway Administration. The more than 6,600 LF project entailed tree protection, temporary bridge installation, maintenance of vehicular and pedestrian traffic, extensive dewatering/maintenance of stream flow, in-stream structures (including riffle and cascade grade controls, boulder clusters, step pool and plunge pool, boulder toe), bank stabilization through the use of live branch layering, wattles, woody debris deflectors, root wads and coir matting. Riparian areas were seeded and planted with a variety of native plant species. Non-native invasive treatment was performed. Mr. Raggambi served as the construction Project Manager.

Rolling Ridge Estate (2020) \$327,377 – GreenVest, LLC teamed with EQR to propose and complete this TMDL full delivery stream restoration project for Maryland State Highway Administration. Features of work for the approximately 3,500 LF project included culvert removal, channel excavation and wetland grading, installation of in-stream structures (e.g., riffle grade control, stone toe, outfall pools, channel bed material), vehicular and pedestrian MOT, maintenance of stream flow, installation of coir matting on banks, and seeding of riparian and wetland areas. Mr. Raggambi served as the construction Project Manager.

Work Experience

Environmental Quality Resources, LLC

Millersville, MD

Project Manager 2018 – Present

AECOM

Germantown, MD

Senior Geologist, Site Assessment Team Leader, DC Metro Practice Area Leader, Geology 2005 – 2018

Responsible for the supervision and quality control of environmental studies, reports, permit applications, and technical design related to small to large scale environmental and civil construction projects for private sector and federal clients. Managed projects from inception to finish with a focus on safety, quality and environmental stewardship. Developed work scopes, safety plans and budgets. Selected subcontractors and procured materials. Offered practical, cost effective designs while minimizing environmental impacts. Gained familiarity with state and federal regulatory framework and background in construction oversight, permitting and design tasks. Implemented phased construction approaches and unique land uses affording cost savings. Placed core set of safety and quality values at the forefront of every project. Assisted with developing and responding to RFIs, RFPs and public and private sector client contracting. Provided quick turnaround technical writing content and reviews.

Gilpin Geosciences

Mill Valley, CA

Project Geologist 2003 – 2005

Responsible for conducting environmental, geologic and geomorphic studies and collection and analyses of data supporting office with forensic geology focus. Flexible debris-resisting barrier design and installation, erosion mitigation, landslide/landform rehabilitation. Aerial photograph mapping and interpretation. Oversight of staff and subcontractors, scoping and budget management.

Lowney Associates

Mountain View, CA

Geologist 1999 – 2003

Heavy civil earthwork/grading and construction oversight of retail/commercial/office and residential in marine shoreline to hillslope environments. Fault and landslide mapping and geotechnical investigation for foundation and pavement design criteria. Soil and concrete testing in both field and laboratory settings.



Jason Harman

Project Superintendent

Education

University of Maryland, Baltimore County
Catonsville, Maryland
B.S. in Environmental Science, 2012

Years of Experience Overall: 8.5

Years of Experience at EQR: 8.5

Professional Associations & Certifications

- Rosgen Level I Course – Applied Fluvial Geomorphology, Wildland Hydrology
- Erosion and Sediment Control Certification (Formerly “Green Card”), Maryland Department of the Environment
- 30-hour Occupational Safety and Health Training, Occupational Safety and Health Administration

Overview

As a Project Superintendent, Mr. Harman oversees project implementation activities. Duties include: onsite safety; coordinating work schedules; tracking progress of day to day operations; initiating change order requests; processing and resolving orders for construction materials, machinery, sub-contractors and personnel; close coordination with EQR project managers and client representatives. Mr. Harman helps to ensure that projects progress according to planned schedules and within budgets. He is responsible for scheduling each crew’s work and coordinating with subcontractors and vendors for project deliverables. If any issues arise on site, Mr. Harman coordinates closely with EQR staff and owner/designer representatives to develop and carry out solutions.

Throughout his tenure at EQR, Mr. Harman has accrued considerable experience in stream restoration, bioretention facility installation, wetlands creation and mitigation, and storm water management pond construction. Mr. Harman’s extensive project experience and strong communication skills make him a valuable member of the EQR team.

Relevant Project Experience

Woodcrest Stream Restoration (2023) \$1,126,793 – An approximately 3,640 LF stream restoration for Howard County, MD, consisting of flood plain reconnection, habitat improvement, culvert replacement, class 5 excavation and a variety of toe and in-stream structures. In-stream and toe structures include toe boulders, rootwads, riffle grade controls, wood glide riffles, cascades, outfall and step pools, confluence stabilization mix and nutrient processing features. Other work entailed imbricated wall construction, clay channel blocks, drainage swale, non-native invasive plant treatment and coir matting installation. Wetland and slope seeding, live stakes, fascines and posts, and planting with a diverse array of native plant species complete the project. Mr. Harmon served as Superintendent.

Owner Contact: Michele Monde, P.E., PMP, mmonde@howardcountymd.gov, 410-313-0844

Engineer Contact: Andrew McLean, P.E., CFM, admclean@mccormicktaylor.com, 667-219-3331

Quaker Mill Mitigation Pond Project (2023) \$3,014,978 – Howard County selected EQR for this flood control project, entailing removal of an existing pond and its structures and construction of a larger facility to pass base flow of a tributary to the Hudson Branch stream. Work includes: lay back and benching of steep slopes to enable safe, efficient excavation; sandbag diversion and 12" clear water diversion pipe; new concrete retaining walls and concrete weir control structures; replacement of multiple storm drains (24" – 72" RCP), Type C and O headwalls and 4 manholes; structure foundation grading; stream grading; riffle grade control installation; rip rap outfall stabilization; rock excavation; approximately 300 feet of earthen embankment construction (including clay core and filter diaphragm); access road with cellular confinement load support system; wetland and upland seeding and planting. The dam is classified as a significant hazard structure by MDE's Dam Safety Division. Mr. Harmon served as Superintendent.

Owner Contact: Brian F. Cleary, P.E., Engineering Specialist III, bcleary@howardcountymd.gov, 410-313-6455

Engineer Contact: Andrew McLean, P.E., CFM, admclean@mccormicktaylor.com, 667-219-3331

Calverton Channel Rehabilitation (2022) \$3,557,481 – Prince George's County, MD, engaged EQR to perform stream restoration through removal of more than 2600 LF of legacy trapezoidal concrete channel and replacement with natural channel design features. A riparian buffer was created, including removal of invasive plant species and installation of native upland and wetland plants. The highly constrained site, bordered by houses and apartment complexes, required careful navigation with heavy equipment. A complex water diversion was employed during Class 5 excavation (+15,000 CY) and construction of in-stream structures, including riffle grade controls, rock cross vanes, sills and imbricated walls. Other work entailed coir bank stabilization, erosion and sediment control and tree protection. Mr. Harmon served as Superintendent for the project.

Owner Contact: Dwight Joseph, Chief, DPWT Construction Division, djoseph@co.pg.md.us, 301-883-5633

Engineer Contact: Ronald Myers, Resident Engineer, rmyers@rkk.com, 240-304-6615

FUP - Rabbit Branch at Gainsborough Drive Stream Restoration (2020) \$787,792 – Repair of a slope and concrete structure failure on Rabbit Branch in Fairfax, Virginia. Work involved: clearing and grubbing (including 42 trees between 13 – 36" diameter); stream bank and toe protection using imbricated stone; grade control structures; boulder riffle structure; stream pump around; log vanes; reinforced streambed mix; coir matting; pipe and headwall removal; manhole and endwall installation; high visibility fence and tree protection; super silt fence; timber mat access road; herbaceous planting, seeding and live staking. As superintendent, Mr. Harman oversaw all onsite activities and collaborated with the designers to make necessary adjustments to the project to address changed conditions.

MDSHA Full Delivery Elks Club Camp Barret Stream Restoration (2020) \$2,304,499.00 – EQR teamed with Greenvest, LLC and Biohabitats, Inc. to provide the full delivery of MS4/TMDL water quality credits to the MDSHA through the design, permitting and construction of 7,800 linear feet of stream restoration Annapolis, Maryland. EQR's role included construction budget development and management, design constructability reviews, construction, and maintenance of the project site. As a superintendent, Mr. Harman ensured onsite compliance with all permits and regulations, managed two EQR crews, and provided scheduling support throughout the project. Features of work included novel in-stream 'log jam' structures (which slow water in the reaches and encourage sedimentation and filling of the over-widened channels as well as increased nutrient processing) and woody dams to raise the base flow water level over 11 feet, allowing for floodplain reconnection and flood attenuation. Mr. Harmon's role was Superintendent.

Owner Contact (Prime Contractor): Patrick Phillips, Sr. Environmental Scientist, patrick@greenvestus.com, 203-558-9722

Engineer Contact: Douglas G. Streaker, P.E., dstreaker@biohabitats.com, 410-554-0156

Mattawoman Creek (2020) \$2,009,344 – GreenVest, LLC selected EQR to construct this wetland mitigation and stream restoration to offset capital improvements at Joint Base Andrews. Items of work included 45 AC wetland creation, +28,000 CY site grading, ditch plugs, wood features, swale construction, dewatering, seeding and planting. Mr. Harmon acted as a Superintendent for the project.

Owner Contact (Prime Contractor): Patrick Phillips, Sr. Environmental Scientist, patrick@greenvestus.com, 203-558-9722

Engineer Contact: Geoffrey M. Goll, P.E., ggoll@princetonhydro.com, 443-775-5402

FUP - Noman Cole Phases 2 & 3 (2018) \$1,253,988 – Fairfax County, VA, engaged EQR to perform this project to build 400 linear feet of imbricated wall and three large cross vanes to protect the outer bank next to Noman Cole Pollution Control Plant. Other work entailed stream pump around, clearing and grubbing (including many large diameter trees), coir matting, erosion and sediment control, native wetland mix seeding and installation of channel bed mix. As Layout Foreperson, Mr. Harman established appropriate elevations for all grading and structures and led the crew in building the structures on site.

Owner Contact: Chris Triolo, Engineer IV, Christopher.Triolo@fairfaxcounty.gov, 703-324-5127

Engineer Contact: Garrett Menichino, Project Engineer, GMenichino@wetlands.com, 703-679-5692

Work Experience

Environmental Quality Resources, LLC

Millersville, Maryland
Project Superintendent
2019 – Present

Layout Foreperson
2014 – 2019

Hefner and Weber, LLC

Linthicum Heights, Maryland
Site Superintendent
2013 – 2014

Austin Byers M.Sc, CERP - Principal, Senior Ecological Restoration Designer

16 years of experience

Lead Stream Restoration Designer/Stantec Project Manager

Austin brings over 16 years of experience working within the Chesapeake Bay Region conducting ecological resource assessments, preparing restoration design plans, and conducting permitting tasks for public sector clients. Austin brings with him formal training in stream restoration and possesses a master's degree focused on water resources management and fluvial geomorphology. Austin is a lead technical expert and group manager responsible for numerous stream and wetland restoration designs with a wide range of project goals and site constraints. He provides innovative and technical solutions to meet today's ecological restoration challenges across a variety of landscapes in an ever-evolving marketplace.

EDUCATION

MS, Environmental Studies, Natural Resource Management, Towson University, Towson, MD, 2009

BS, Environmental Studies, Natural Resource Management, Shepherd University, Shepherdstown, WV, 2007

CERTIFICATIONS & TRAINING

Certified Ecological Restoration Practitioner (CERP) #0624

Rosgen Level I: Applied Fluvial Geomorphology, Wildland Hydrology, Shepherdstown, WV, 2009

Rosgen Level II: River Morphology and Applications, Wildlands Hydrology, Shepherdstown, WV, 2010

Rosgen Level III: River Assessment and Monitoring, Wildland Hydrology, Shepherdstown, WV, 2011

Rosgen Level IV: River Restoration and Natural Channel Design, Wildland Hydrology, Breckenridge, CO, 2013

PROJECT EXPERIENCE

ECOSYSTEM RESTORATION

Cinnamon Woods Stream Restoration | Montgomery County Department of Environmental Protection | Montgomery County, MD | Ongoing | Project Manager/Lead Stream Restoration Designer

Austin serves as the Project Manager and Lead Stream Designer for the Cinnamon Woods stream restoration project. This, approximately 1,000 linear foot project, is located between two existing SWM ponds and within a developed floodplain with multiple existing utilities. The project involves conveying flow via a series of step-pools design using natural analogs to dissipate energy.

Homestead Gardens Stream Restoration and Stormwater Management Project | Anne Arundel County WPRP | Davidsonville, MD | 2023 | Project Manager/Lead Stream Designer

Austin was responsible for the assessment, design, crediting, project management and permitting of approximately 1,000 linear foot of outfall restoration. This project involves stream restoration and stormwater management. Located on the coastal plain of MD, this project involves the development several regenerative stormwater conveyance devices including cascade features, wet pools, and a series of low floodplain channels designed to flow only during periods when baseflow is exceeded.

TMDL Stream Restoration of Israel Creek at MD 550* | Maryland State Highway Administration | Woodsboro, MD | 2020 | Project Manager/Lead Stream Designer

Austin was responsible for the assessment, restoration design, project management and permitting of 5,550 linear feet of Israel Creek and associated tributaries to assist MDSHA with meeting TMDL and MS4 requirements.

Bear Branch Stream Restoration* | Prince George's County Department of Environment | 2021 | Laurel, MD | Project Manager/Stream Designer

Austin evaluated existing stream conditions and developed design plans for the restoration of approximately 3,196 linear feet of Bear Branch and two tributaries in Laurel, MD to reduce bed and bank erosion to meet the County's MS4 permit requirements and reduce the sediment supply into Laurel Lake.

Stream Restoration of an Unnamed Tributary to Towsers Branch | Anne Arundel County WPRP | Waugh Chapel, MD | Ongoing | Project Manager/ Stream Designer

Austin serves as the Project Manager and lead technical stream designer for this project that involves a series of low floodplain channels designed to flow only during periods when baseflow is exceeded. The project also includes coordination with MDOT SHA to correct erosion at their outfall at the head of the channel.

Brian Hawley PWS - Senior Principal Environmental Services for Transportation

29 years of experience

Quality Assurance/ Quality Control Manager

Brian has more than 29 years of experience with stream and wetlands science, threatened and endangered species, water resources engineering, regulatory permitting, stream and wetland design and compliance and will serve as the Quality Assurance/ Quality Control Manager. He has considerable experience in preparing conceptual to final designs, construction specifications, engineer's estimates, bid documents, performing construction oversight, and post construction monitoring of a variety of stream, wetland, watershed and ecosystem restoration projects.

Brian manages the Statewide Open-End contracts with VDOT for Stream and Wetland Design and Maintenance. Under these contracts he directly coordinates with VDOT Central Office staff and the nine Districts throughout the state on numerous design and compliance projects over the last 15+ years. These include design bid build, design build and unit-based contracts. Additionally, Brian has worked with several localities on design bid build and design bid related stream projects in Virginia.

EDUCATION

MS, Civil Engineering, University of Virginia, Charlottesville, Virginia, 1995

BS, Physics, Mary Washington College, Fredericksburg, Virginia, 1987

CERTIFICATIONS & TRAINING

Rosgen, Level I, Applied River Morphology, Fredericksburg, Virginia, 2013

Rosgen, Level II, River Morphology and Applications, Fredericksburg, Virginia, 2013

REGISTRATIONS

Professional Wetland Scientist #1253

PROJECT EXPERIENCE

ECOSYSTEM RESTORATION DESIGN AND MAINTENANCE

VDOT Statewide Open-End Contract: Wetlands Stream Maintenance, Monitoring and Related Services | Virginia Department of Transportation | Virginia | Ongoing | Contract/Project Manager

Brian is the contract manager providing environmental studies, construction, and post construction permit compliance for VDOT roadway and stream/wetland mitigation projects. This includes the negotiation of permit conditions with regulatory agencies on behalf of VDOT, performing permit construction and post construction compliance monitoring, reporting, conflict and issue resolution with contractors and permit agencies to address and resolve compliance issues. Work under this contract also includes monitoring and reporting on some of VDOT's largest stream and wetland mitigation banks and project specific sites, feasibility studies, and corrective action/remediation plan development and implementation and performing annual monitoring and reporting to demonstrate permit compliance. This is the third consecutive term totaling 11 consecutive years on this contract. Under this contract Stantec has saved VDOT over 100 acre of wetland mitigation and thousands of feet of stream mitigation. Under this contract EQR was our lead contractor for the implementation of corrective actions undertaken.

Smith Run Turnkey TMDL Project | GreenVest | City of Waynesboro, Virginia | Ongoing | Project Manager (Design)

Brian was the project manager through feasibility and design of this stream restoration project providing turnkey nutrient reductions for the client GreenVest a green investment capitol provider of green infrastructure projects to meet clients ecosystem services needs. This included all the nutrient loading calculations, field studies, due diligence, T&E, permitting and design of Protocol 1 and Protocol 2 approaches in accordance with the Chesapeake Bay expert panel guidance. Approach included Priority 1 stream restoration, land cover conversion buffer establishment and expanded hyporheic zone nitrogen

treatment through a 0-stage braided stream channel design. Plans were submitted and approved through the locality for land disturbance and coverage under their VPDES authority. This work was performed as a subconsultant to EQR.

Glade Creek | City of Roanoke | Roanoke, Virginia | 2021 | Principal

Brian was the Principal in Charge for the Glade Creek project, a design build project for the City of Roanoke to meet their TMDL requirements. Brian worked closely with EQR on all contracting and scope and fee development. He provided quality assurance on plans and supported the permitting and Section 7 Endangered Species Act formal coordination for the Roanoke logperch.

Emily Fask PE - Stream Restoration Engineer

9 years of experience

Stream Restoration Design /Engineer of Record

Emily has over 9 years of experience working as an environmental engineer within the Chesapeake Bay Region. She has primarily focused her work on stream restoration and has been involved stormwater management and other water resources related projects. Emily has been involved with many phases of stream restoration projects including site analysis (i.e., initial site assessments, fluvial geomorphic analysis, and hydraulic and hydrologic modeling), surveys, plan set development and preparation, construction oversight, and post-construction monitoring and report preparation.

EDUCATION

BS, Civil & Environmental Engineering, Bucknell University, Lewisburg, Pennsylvania, 2014

CERTIFICATIONS & TRAINING

Professional Engineer, 54417, State Board for Professional Engineers, Baltimore, Maryland, 2023

Level I - Applied Fluvial Geomorphology, Wildland Hydrology, Seeley Lake, Montana, 2017

Level II - River Morphology and Applications, Wildland Hydrology, Bend, Oregon, 2017

Level III - River Assessment and Monitoring, Wildland Hydrology, Shepardstown, West Virginia, 2018

Level IV - River Restoration and Natural Channel Design, Wildland Hydrology, Steamboat Springs, Colorado, 2019

PROJECT EXPERIENCE

ECOLOGICAL RESTORATION

Maryland State Highway Administration, Little Northeast Creek* | Cecil County, MD, USA | 2022 | Project Engineer

Emily developed the design and planset for ±10,000 linear feet of stream associated with Little Northeast Creek in Cecil County, MD to provide SHA with Chesapeake Bay TMDL credit. For this plan, Emily developed all plan sheets including grading, details, erosion and sediment control, floodplain, and planting as well as the HEC-RAS model comparing the pre- and post- 100-year water surface elevations. In addition to the design and plan set, Emily assisted with a preliminary field assessment including pebble counts, bar samples, cross sections, and BEHI/NBS as well as construction oversight. Post construction, Emily performed post construction monitoring to assess the success criteria of the restoration.

Horst Property | Cecil County Maryland | 2021 | Project Engineer

Emily assisted in the design and planset for approximately 8,000 linear feet of stream restoration and 30-acres of riparian buffer planting in Cecil County, Maryland for Chesapeake Bay TMDL credit, which Cecil County will use to meet MS4 permit requirements. Emily also attended pre-construction meetings, went to site visits to monitor construction, and performed post-construction monitoring to assess the success of the restoration. In addition, she assisted with the calculation for MS4 permit pollutant load reductions. This included collecting bank soil samples and performing bulk density analysis.

Plum Creek Stream Restoration | Montgomery County Department of Environmental Protection | Montgomery County, Maryland, | Ongoing | Project Engineer

Emily developed the design, planset, and report for approximately 500 linear feet of stream restoration on an unnamed tributary to Plum Creek in Montgomery County, Maryland to provide the County with pay-for-performance impervious acre credits. She performed preliminary field assessments including pebble counts and cross section and profile surveys. Emily calculated the site hydrology and designed the proposed restoration. She created a floodplain model using HEC-RAS to assess the stability of the channel, as well as to determine the 100-year floodplain elevations for existing and proposed conditions. She created the plan set which includes existing, proposed grading and profile, details, erosion and sediment control, and planting sheets.

Maryland Food Center Authority – Dorsey Run Stream Restoration | SMC | Howard County, Maryland | Ongoing | Project Engineer

Emily developed the design, planset, and report for approximately 1,000 linear feet of degraded stream. Emily led the preliminary field work which included pebble counts, cross section and profile surveys, BANCS assessment, and soil sampling. She calculated the site hydrology and developed the cross section, profile, and channel geometry for the proposed restoration. She made a floodplain model using HEC-RAS to assess the stability of the channel and floodplain, as well as to determine the 100-year water surface elevation for existing and proposed conditions. Emily also prepared the planset including the existing, grading and profile, erosion and sediment control, and construction detail sheets.

Harold Canfield - Senior Environmental Scientist

33 years of experience

Permitting and Natural Resource Specialist

Harry is a Senior Environmental Scientist with expertise in natural resource assessments, environmental inventories, environmental permitting, and compliance. He has demonstrated experience in natural resource inventories/forest stand delineations (NRI/FSD); wetland delineations; wetlands/waterways permitting for Section 404/401 including MDSPGP-6, Bay TMDL RGP, NWP-27, and individual Permit authorizations; MDE wetlands/waterways and Tier II permitting; wetland and stream mitigation design; woodland conservation ordinance and critical area compliance; rare, threatened, and endangered species studies; and preparation of technical documents.

EDUCATION

Bachelor of Science/Biology, The Pennsylvania State University, University Park, Pennsylvania, United States, 1988

CERTIFICATIONS

State Forest Conservation Qualified Professional, Certification, Department of Natural Resources

PROJECT EXPERIENCE

NATURAL RESOURCE ASSESSMENT AND PERMITTING

Areawide Total Maximum Daily Load (TMDL), Design-Build Contract No. AX7665D82 | Maryland | 2020 | Permitting Specialist

Harry was responsible for the wetland and forest delineations, assessment, and permitting for multiple stream restoration, outfall stabilization, and stormwater BMP retrofit sites throughout multiple counties in central Maryland. The wetland delineations were conducted in accordance with USACE methodology and the data collection included functions and values assessments to support the functional uplift assessments. The Joint Permit Application (JPA) packages included the MDE MS4/TMDL Checklist, JPA application, impact plates, USACE RGP Self Verification Form or Pre-Construction Notification (PCN) Form, Functional Uplift Assessment, and design plans and reports.

Stormwater and Watershed Management Evaluation and Design Services | Howard County, MD | Ongoing | Permitting Specialist

Harry serves as the environmental permitting specialist for this Howard County contract. He has performed wetland delineations and Forest Stand Delineations, prepared JPA for TMDL stream restoration and stormwater management retrofit projects and submitted Forest Conservation Alternative Compliance Reports for TMDL projects.

Middle River 115kV Transmission Line | Baltimore Gas & Electric | Baltimore County, Maryland | Project Manager/ Lead Environmental Specialist

Harry provided Critical Area compliance services for the 115kV transmission line between the Middle River Substation and Eastern Boulevard in Baltimore County. The project required authorization from the Maryland Department of the Environment (MDE) for temporary impacts to nontidal wetlands for disturbance within the Chesapeake Bay Critical Area.

Replacement of Bridge No. D0019, Suicide Bridge over Cabin Creek* | Dorchester County, Maryland | Environmental Specialist

Harry conducted wetland delineation, forest stand delineation and habitat assessments. He prepared joint federal/state wetland permit application and Chesapeake Bay Critical Area Report. Harry prepared tidal wetland mitigation plan to restore temporarily impact tidal wetlands. The mitigation plan included construction access plans, planting plans for emergent vegetation within tidal waters, and specification for plant installation and maintenance. He received tidal wetlands license and approval of mitigation plan.

Homestead Gardens Stream Restoration and Stormwater Management Project | Anne Arundel County WPRP | Davidsonville, MD | 2023 | Senior Environmental Scientist

Harry conducted a wetland delineation, forest stand delineation, and specimen tree survey for this proposed stream restoration project and obtained all state, local, and federal permits.

Hollands Branch Stream Restoration | State High Administration | Harford County Senior Environmental Scientist

Harry conducted site visits with the client, stream designers, and property owner; conducted a wetland delineation and tree survey, prepared existing conditions report, and managed project schedule and deliverables. He prepared the Joint Permit Application for the restoration project, completed the MDE TMDL checklist, prepared a functional uplift report with tables, and prepared the post-construction monitoring plan.

Joshua Running - Senior Environmental Planner / Principal

25 years of experience

Stream Restoration Design Support

Josh is the National Technical Lead for Ecosystems Restoration for Stantec. His responsibilities include: the design & development of various environmental plans & evaluations including stream & river restoration, sediment & erosional estimate mapping, resource protection area determinations Unified Stream Methodology (USM), biological habitat assessments, mitigation monitoring & reporting, as well as hydrology, water quality & nutrient loading assessments (surface water/MS4). Educational backgrounds in Hydrology, Water Quality, & Soil Science, along with applied training (Rosgen IV), provide him with the necessary knowledge to expertly complete initial site investigations and feasibility work. Josh also has successfully assisted various clients, state agencies, & localities with successful grant applications.

EDUCATION

BS, Watershed Management, Minor in Soil Science, University of Wisconsin, 2000

CERTIFICATIONS & TRAINING

Rosgen, Level I, Applied Fluvial Geomorphology, Asheville, North Carolina, 2006

Rosgen, Level II, River Morphology and Applications, Asheville, North Carolina, 2007

Rosgen, Level III, River Assessment and Monitoring, Dobson, North Carolina, 2008

Rosgen, Level IV, River Restoration and Natural Channel Design, Dobson, North Carolina, 2008

PROJECT EXPERIENCE

STREAM AND RIVER RESTORATION

Glade Creek Stream Restoration at Gus Nicks Blvd | Roanoke, VA | Lead Stream Designer

Josh is providing technical design oversight, permitting, and community outreach for the 3,000 LF +/- Glade Creek Stream Restoration Project in the City of Roanoke. The Glade Creek at Gus Nicks Blvd. Restoration Project will address channel degradation in-stream, a major source of sedimentation, and poor instream habitat through instream structures which are proposed at improving conditions for the Federally Listed Roanoke Logperch. Josh has been working with the design team and prime contractor (EQR) on this design build project and has been leading efforts related the project permitting with the US Army Corps of Engineers and Virginia Marine Resource Commission. Additionally, Josh has been developing the community outreach program for the project, as several aspects of the newly constructed Town of Vinton Greenway and Gish Mill Redevelopment are seen as vitally important to the local community. The project team is currently working on the 65% developmental phase and advancing the outreach and permitting efforts concurrently.

Smith Run Turnkey TMDL Project | GreenVest | City of Waynesboro, Virginia | Ongoing | Lead Stream Designer

Josh provided assessment and design support of this stream restoration project providing turnkey nutrient reductions as part of a design build team that included Environmental quality Resources (EQR). This included all the nutrient loading calculations, field studies, due diligence, T&E, permitting, water quality computations, and design.

Wolftrap Creek Stream Restoration | Town of Vienna, Virginia | Lead Stream Designer

Josh provided the initial site assessment and walkover, review on the conceptual and construction plan design, review of specifications and details as well as construction observations for this 1,020 LF restoration project.

VDOT: Slatersville Area, Tributary to Beaverdam Creek (New Kent) | 2018-2020 | Project Manager

Josh helped develop a corrective action plan (CAP) and provided the necessary information required to support VDOT's development of the joint permit application (JPA) and interagency coordination meeting (IACM) process. The CAP included the stabilization of a severely eroding headcut within a VDOT facility and included the restoration of 230 LF of stream channel. Josh worked with subcontractor EQR, to construct the project during a 2-month period in 2019. Stantec is providing the required post implementation monitoring, along with a memo containing analysis and an estimate of the amount of nutrient credits (currently 300 lbs. of N, 150 lbs. of P) that has been added to VDOT's TMDL program.

Goose Creek (Bluewildlife) | Fauquier County, Virginia | Ongoing | Lead Stream Designer

Josh provided stream assessment, reference reach surveys, stream design, construction plans, monitoring and reporting, stream construction inspections, construction oversight, and project management and coordination.

Section 5: Concept Narrative

Our Approach

The EQR-Stantec Team understands that the foundation of a successful stream assessment and restoration design is identifying the causes, mechanisms, and patterns of stream degradation. To achieve the overall project goals of restoring both stability and ecological function, the causes and mechanics of instabilities must be identified correctly. Our approach for restoration projects is based on multi-disciplinary consideration of defined project goals: assessing project constraints/natural resources, fluvial geomorphologic principles, hydrologic/hydraulic analyses, sediment transport, and ecological uplift. We understand that the approach requires flexibility and integration of a wide range of related project elements which may include the evaluation of aquatic/terrestrial habitat processes and associated enhancement, wetland enhancement/ creation, bioengineering, sediment transport analysis, floodplain reconnection and assessing potential related impacts, agency/stakeholder input and consensus building, improving water quality, and preventing stream bed and bank erosion.

The EQR-Stantec Team understands the respective limitations that would increase the risk of not meeting project goals based on site constraints (e.g., excess boundary shear stress, frequency/intensity of storm flows, channel slope, available floodplain width, and adjacent high quality natural resources).

A vital component to any successful stream restoration project is understanding what design approach is best suited for a particular project site to establish a stable functioning system. The breadth of our experience ensures an approach that is appropriate for the physiographic region and based on existing site conditions/constraints, and project goals.

The EQR-Stantec Team has a long history of developing cost-effective solutions in part because we are skilled at utilizing natural ecological processes to achieve project objectives. Our design process begins with a review of site history and watershed conditions and typically includes diagnostic field studies (topographic surveys, cross-sections, profiles, pebble counts, etc.). Most importantly, we have hands-on experience implementing these concepts in the field as a unified Team effectively functioning as one entity.

Design Approach

In preparation of this proposal and project approach for the Glenwood and West Glennwood Stream Restoration, Stantec performed an initial site investigation and gathered pertinent project information including approximate discharges, slopes, and appropriate tie-in points to gain a better understanding of the project reaches, causes of instability, potential design approaches, and site constraints. We understand that the restoration approach must fit within the present-day landscape, while still meeting the primary project goals of providing long-term channel stability and water quality improvements.

Glenwood

The Glenwood Stream Restoration reach straddles the public (Board of Education of Talbot County) and private property beginning at a closed stormwater outfall on the upstream end just north of Glenwood Avenue and flowing approximately 435 linear feet to a culvert under Rt 322 Easton Parkway. There is limited to no riparian buffer along the left bank looking downstream in the upper half of the reach and the riparian buffer along the right bank can be characterized as poor, dominated primarily by invasive species. The project reach is located within the Chesapeake Bay Critical Area.

The channel was first mapped in 1961, with significant urban development and the introduction of the upstream closed stormwater network in the mid-1970s. By the time of the first available aerial photography in 1957, the original school was already present to the northeast and the upstream reaches were completely piped. While several residential homes already existed on the north side of Glenwood Avenue, the residential parcel in question (503 W. Glenwood Avenue) experiencing a loss of property due to stream bank erosion along the northeast fence line, was developed between 1957 and 1981. Review of available mapping indicates the channel

has historically been in its present-day location and onsite observations show signs of temporary rip-rap stabilization along the left bank looking downstream and bank erosion along the right bank.

The cause of instability can be linked primarily to the bottom elevation of the closed stormwater network, floodplain fill, and increases in impervious area and higher peak flows with limited to no sediment supply within the watershed. To convey the upstream flow in the flat topology, a relatively large pipe size was needed (48"), combined with sufficient cover over the roadway, and left the channel invert incised in the upstream portion of the reach. That process led to limited to no floodplain connectivity and excess shear stress within the channel capable of eroding the stream banks. Around the midpoint of the reach, the channel becomes reconnected with the floodplain and there are limited signs of active erosion.

The proposed design will include restoring the frequent interaction of the stream hydrology with the adjacent riparian areas by reducing bank heights. Specifically, the proposed single thread channel will have a width of 4' and a depth of 3-4" with valley-wide vertical controls consisting of a salvaged/furnished bed substrate and floodplain grade control logs. That will prevent channel incision, head cut formation, and upstream migration. The restoration approach is intended to improve the hydrology critical to maintaining wetlands and related functions while offering (a) micro-habitat conditions; (b) carbon, sediment and nutrient retention; (c) increased groundwater elevations and interaction with the surface; and (d) flood storage and reduced nuisance flooding. To dissipate energy associated with the pipe flow upstream, an MDE Type I plunge pool will be installed. Preliminary computations indicate that 24x20' Class II riprap plunge pool will be required, while the channel substrate will consist of salvaged MD SHA Class I and Class 0 riprap with an approximate 20' wide floodplain with 3:1 side slopes and will yield proposed velocities under 5'/sec for the 100-year storm below permissible values. A design charrette, preliminary details, before and typical post construction photos are included.

West Glenwood

The West Glenwood Stream Restoration Reach is located solely on public land owned by the Town of Easton Municipal Public Works. The reach begins at cross culvert under West Glenwood Avenue and flows northwest for approximately 275 linear feet to the Tred Avon River where it is tidally influenced. This reach is bounded by a pedestrian wood safety fence and trail along the left bank looking downstream and a Delmarva Power ROW/Easement above and along the right bank. There is currently no riparian buffer, and the reach is entirely located within the Chesapeake Bay Critical Area.

Review of historic mapping and imagery indicates that the reach sets firmly in the footprint of what was once the Baltimore and Eastern railroad that crossed the Tred Avon River. The channel now likely sets just to the northeast of the old railroad embankment. Instability within in this reach can be attributed to the historic fill, highly erodible soil, and perched culvert roughly 12-14' above Mean High Water (MHW). This creates a steep slope with discharges capable of eroding the channel bed and banks. Over time, headcuts have worked their way up the channel resulting in the undermining of the reinforced concrete pipe (RCP). As the channel grows deeper, it also grows wider and is currently also impacting sections of the existing fence.

The proposed restoration approach will begin with a MDE Type I Plunge Pool to dissipate the erosive forces associated with confined pipe flow. The plunge pool is anticipated to be 12x10' MD SHA Class 1 riprap. From there, the channel will transition to a "heavy fill" grass lined swale at a 3% slope. The "heavy fill" will consist of 60% MD SHA Class 0 riprap and 40% salvaged fill to prevent long-term channel incision as vegetation becomes deeply rooted to provide surface protection. The anticipated channel bottom width is 6', with a top width of approximately 30' and 2:1 slope. This approach provides cost-effective conveyance of storm flows within the existing channel footprint and without the use of woody vegetation that could conflict with the existing ROW/easement. Preliminary computations for velocities associated with the 100-year storm are 4.65'/sec and under permissible values.

The remainder of the channel length down to ELEV 0.0 will consist of a boulder cascade to safely convey flows and tie into the tidally influence region without impacts to tidal wetlands to streamline the permitting process. The

boulder cascade will be designed to mimic natural boulder steps or cascades found in high gradient Rosgen type "A" or "B" channels. The proposed structure will have an overall drop height of 6' and a footprint of 14-16' in length, with splash stones to dissipate energy at the downstream end of the structure and provide base level control. The proposed channel geometry will provide a small base flow wetted perimeter, while conveying approximately the 100-year discharge within the cascade weirs. Cascade boulders, consisting of MD SHA Class III riprap, will be used to construct the cascades. Permissible velocities for this structure are above 12 ft/sec. A design charrette, preliminary details, before and typical post construction photos are included.

Permitting Approach

The Glenwood project will require a nontidal wetland/waterway permit from the Maryland Department of the Environment (MDE) and authorization from the US Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act. Wetland Permits in Maryland are coordinated through the MDE Regulatory Services Coordination Office, who does an initial screening of the project to determine the types of authorizations required. Under the Maryland State Programmatic General Permit (MDSPGP-6), MDE is able to issue authorizations without USACE review for minor projects. In most cases, MDE forwards a copy of the permit application to the USACE and various MDE Divisions (i.e., nontidal wetlands, tidal wetlands, waterways) based on the nature of the project impacts and the type of authorization needed. The MDSPGP-6 authorizes nontidal stream bank stabilization activities under Activity f(4). Per the MDSPGP-6, Category A impact limits are 500 linear feet and not to exceed 10,000 square feet impact to nontidal waters. As such, we expect that the Glenwood project can be authorized as a Category A activity from USACE and a Letter of Authorization from MDE. Compensatory mitigation requirements are not expected.

The West Glenwood project would be permitted similarly but may also require a Tidal Wetlands License for impact to tidal waters and would require a separate MDSPGP-6 authorization for tidal shoreline erosion control. Based on the impact type and limit to tidal waters, this project would not require review by the Maryland Board of Public Works.

Both projects are located within the Chesapeake Bay Critical Area (CBCA). In review of Talbot County Code, shoreline stabilization projects within the CBCA will require review and approval by the Department of Permits and Inspections (DPI). We will coordinate reviews with the DPI and the Planning Department for work within the CBCA. If a variance is required, we will coordinate with CAC staff for review and approval. Based on the project description, it is anticipated that revegetation of disturbed areas following construction would satisfy the CBCA requirements.

Capacity

The EQR- Stantec Team understands that capacity is more than an adequate staff count. It means bringing the Town of Easton a team with the right qualifications, and with solid problem-solving skills that are solution oriented. We are offering the Town an experienced team of engineers, scientists, planners, outreach specialists, site foreman, operators, and labors with considerable specialized experience in design- build stream restoration. The EQR-Stantec Team has the capacity and is prepared to complete the project and achieve budget and schedule targets while meeting the project goals.

Mitigating Risk

- Risk: Floodplain Elevation increases that could require floodplain mapping updates or additional landowner coordination.
 - Mitigation: Continual design iteration and hydraulic modeling early in the design process
- Risk: Permitting delays, especially those associated with CAC approval. Permitting delays associated with delayed review times.
 - Mitigation: Early agency engagement and permit submittal
- Risk: Permitting delays associated with proposing restoration where the impacts outweigh the benefit.
 - Mitigation: Glenwood should tie-in just upstream of the stable reach near the midpoint and West Glenwood should avoid impacts to the tidal wetlands.
- Risk: Conflicts with the CAC Buffer Management plan and allowable plantings within the power easement.
 - Mitigation: An appropriate restoration approach using grasses and shrubs, offsite mitigation areas as needed.
- Risk: Project failure due to instability associated with higher more intense rain events and climate change.
 - Mitigation: Desing flows to current 100-yr discharge

Section 6: References

Virginia Department of Transportation

Joe Parfitt

TMDL Project Manager

Environmental Division

Virginia Department of Transportation

804-339-4365

Joseph.Parfitt@VDOT.Virginia.gov

Greenvest

Patrick Phillips, CERP

Vice President

GreenVest, LLC

4201 Northview Drive, Suite 202

Bowie, MD 20716

p. (410) 987-5500 ext. 104 m. (203) 558-9722 f. (410) 987-5501

patrick@greenvestus.com www.greenvestus.com

Prince George's County Department of Public Works and Transportation

Joanna M. Smith

Associate Director

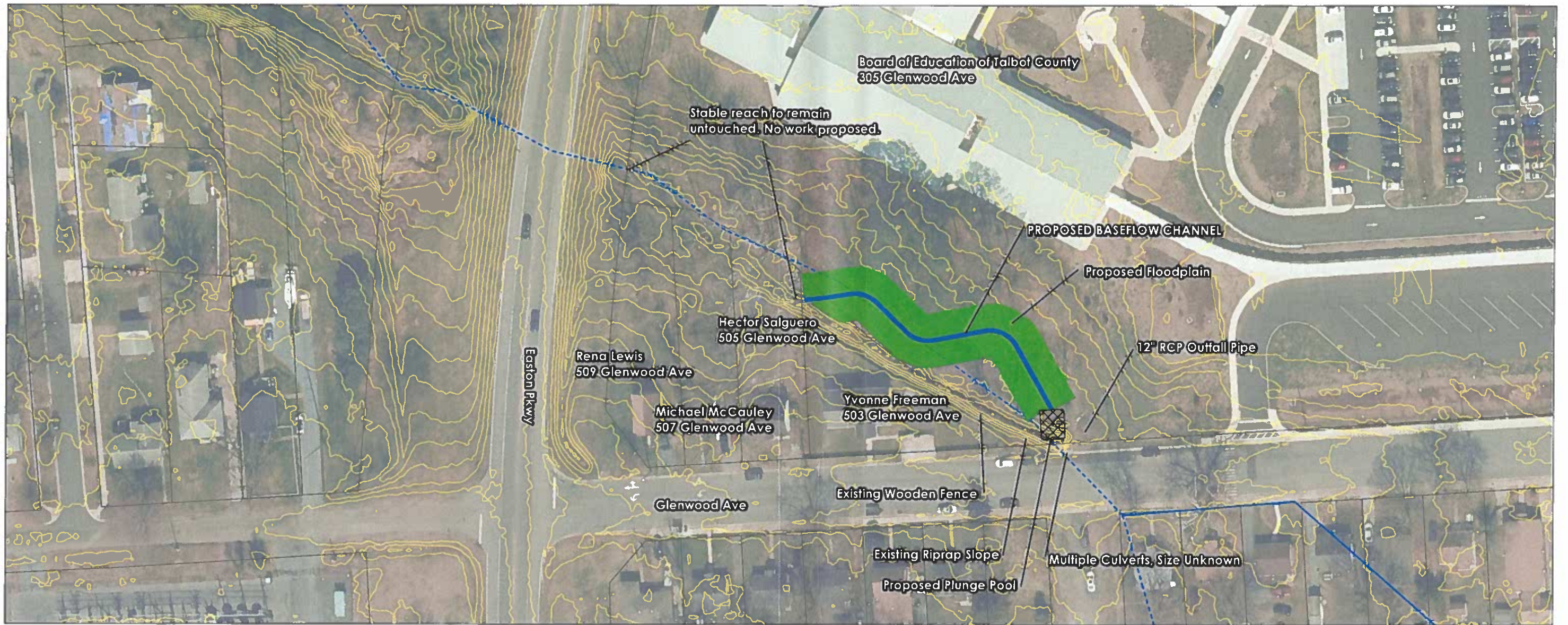
Office of Storm Drain Maintenance

Department of Public Works and Transportation

240-619-9715 (Cell)

jmsmith@co.pg.md.us

Section 7: Concept Sketches



- Property Boundaries
- Other
- Connector
- Canal or Ditch
- Pipeline, Aqueduct, Surface
- Pipeline, General, Underground
- Existing Stream
- Stream or River, Perennial
- Artificial Path
- Coastline
- Existing Contours
- Proposed Baseflow Channel
- Proposed Plunge Pool
- Proposed Floodplain



Existing Condition



Proposed Condition - Baseflow Channel with floodplain



0 50 100 200
Feet

(At original document size of 11x17)
1:1,000



Project Location
307 Glenwood Ave, Easton MD 21601

Client/Project
Town of Easton 10% Concept Design

NOT FOR CONSTRUCTION

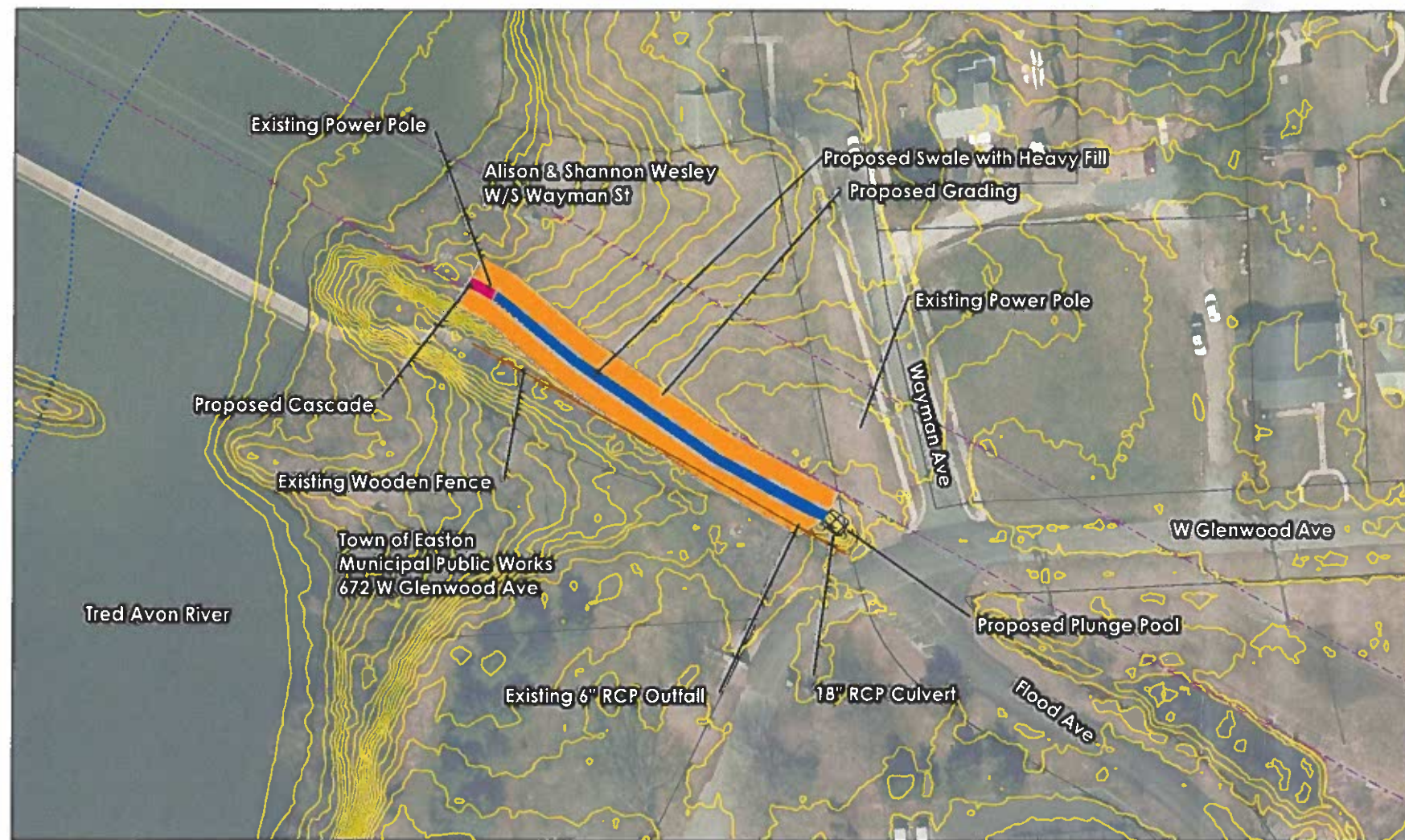
Figure No.

1

Title
GLENWOOD AVE, EASTON MD

Notes
1. Coordinate System: NAD 1983 CORSS96 StatePlane Maryland FIPS 1900 Ft US
2. Data Sources
3. Background: MD IMAP, DoIT

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Existing Condition

-  Property Boundaries
-  Proposed Plunge Pool
-  Other
-  Connector
-  Canal or Ditch
-  Pipeline, Aqueduct, Surface
-  Pipeline, General, Underground
-  Stream or River, Intermittent
-  Stream or River, Perennial
-  Artificial Path
-  Coastline
-  Proposed Cascade
-  Proposed Swale with Heavy Fill
-  Existing Wooden Fence
-  Proposed Grading

Notes

1. Coordinate System: NAD 1983 COR96 StatePlane Maryland FIPS 1900 Ft US
2. Date Sources:
3. Background: MD iMAP, DoIT



Project Location	Prepared by CSM on 2024-03-06
	TR by ABC on 2024-03-07
532 West Glenwood Ave., Eastern MD 21601	IR Review by ABC on 2024-03-07

**Town of Easton 10% Concept Design
NOT FOR CONSTRUCTION**

Figure No.
2

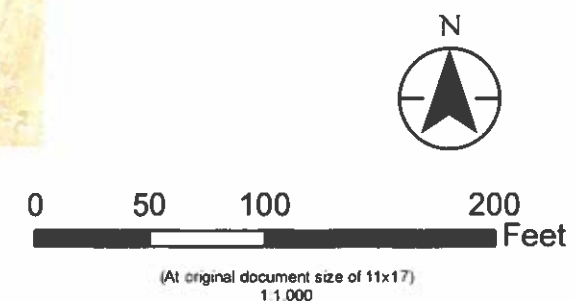
Title
WEST GLENWOOD AVE, EASTON MD



Proposed Condition - Cascade structure

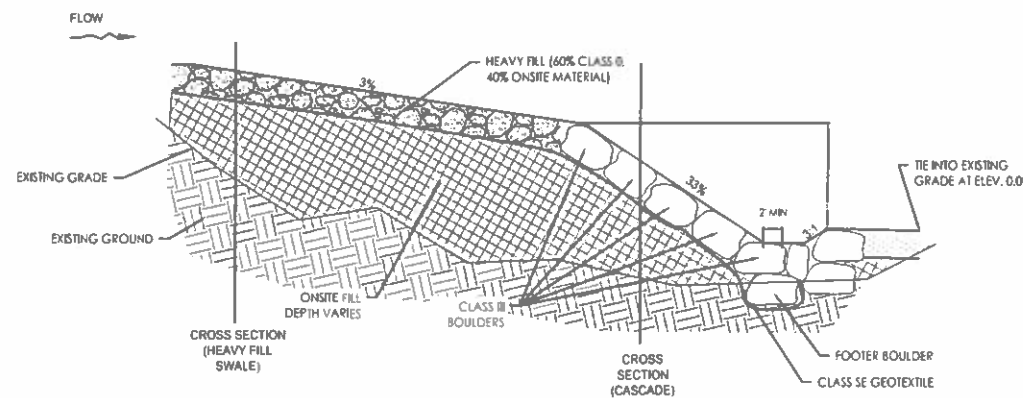


Proposed Condition - Swale with heavy fill



V:\2028\business_developments\restoration\tower of London\Glosswood\edged\unshelved_Glosswood_Concept_1.apr.pdf
Revised 2024-03-11 by ccsqll

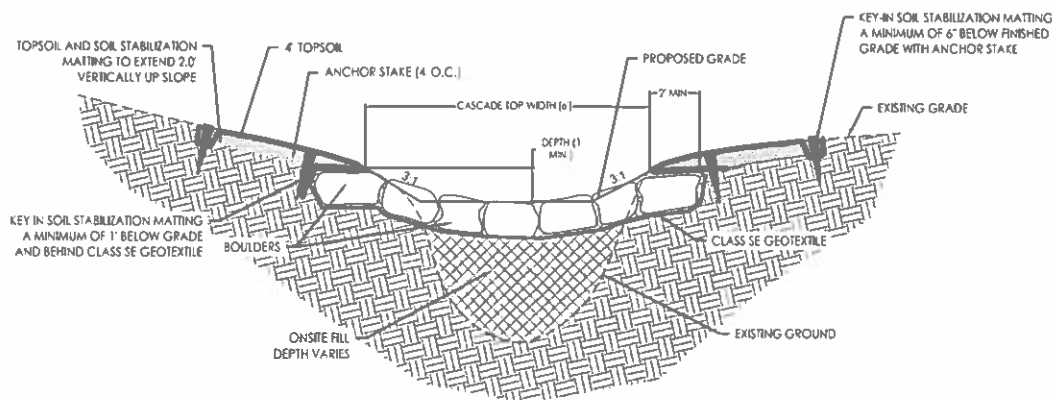
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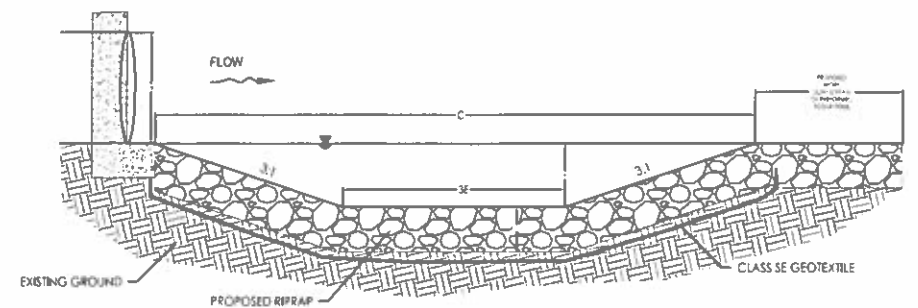
HEAVY FILL & CASCADE - TYPICAL PROFILE

NOTES:

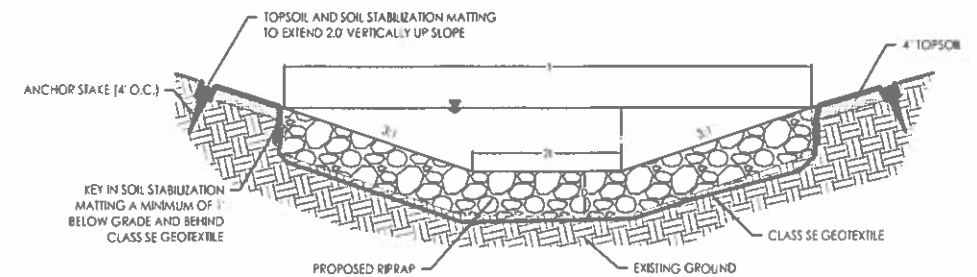
1. A CONTINUOUS SHEET OF GEOEXTILE FABRIC SHALL BE USED TO SEPARATE THE FILL MATERIAL AND THE BOULDERS. BOULDERS SHALL BE ARRANGED HORIZONTALLY IN THE CENTER OF THE CHANNEL AND THE ARMS ON EITHER SIDE OF THE CHANNEL SHALL BE EXTENDED PARABOLICALLY APPROXIMATELY AT A 20 DEGREE ANGLE LONGITUDINALLY TO THE CENTER OF THE POOL. THE BOULDERS SHALL BE ARRANGED TO MAXIMIZE INTERLOCKING AND THE FACE OF THE BOULDERS SHALL BE TILTED DOWNSTREAM. BOULDERS SHALL BE SET INTO THE SLOPE AND NOT STACKED. BOULDERS MUST BE PROPERLY SEATED WITH LIMITED OPPORTUNITY FOR MOVEMENT.
2. WHEN PLACING RIP-RAP, SMALL AND LARGE STONES MUST BE MIXED TO MINIMIZE VOID PLACE AND PROMOTE INTERLOCKING.
3. ALL FURNISHED BED MATERIALS TO BE CHOKE WITH SALVAGE OR FURNISHED SILT, SAND, AND GRAVEL INTERSTITIAL VOIDS AND PROMOTE SURFACE FLOW.



CASCADE - CROSS SECTION



RIPRAP PLUNGE POOL - PROFILE



RIPRAP PLUNGE POOL - TYPICAL CROSS-SECTION

RIPRAP PLUNGE POOL

STREAM PROJECT	RIPRAP CLASS	d (IN)	C (FT)	3E (FT)	B (FT)	2E (FT)	F (FT)	d ₅₀ (IN)	D (IN)
WEST GLENWOOD	I	24	12	6	10	4	1	9.5	18

NOTES:

1. Coordinate System:
2. Data Sources:
3. Background:



Project Location

672 West Glenwood Ave, Easton MD 21601

Client/Project

Prepared by CSM on 2024-03-06

TR by ABC on 2024-03-07

IR Review by ABC on 2024-03-07

Figure No.
4

Title

West Glenwood Details

Section 8: Schedule

Anticipated Schedule

- April 2024 - NTP
- May 2024 – Topographic Survey and Site Assessment
- Preliminary Plans – July 2024
- Pre-Application Meeting/CAC – August 2024
- Permit Drawings & Specifications – December 2024
- Revise and Resubmit Permit Drawings (for permit approvals) – January-April 2025
- Final Permit Approvals Construction – by May 2025
- *Stream Closure March 1 to June 15*
- Construction – June-August 2025
- As-Built – September 2025
- Deadline for Completion - December 2025

Section 9: Bid Forms

PROPOSAL**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

Made this 20th day of March, 2024,

By Environmental Quality Resources, LLC

Business Address 2391 Brandermill Blvd, Suite 301, Gambrills, MD 21054

The Bidder declares that the only person, firm, or corporation or persons, firms or corporations that has or have any interest in this proposal or in the contract or contracts proposed to be taken is or are the undersigned; that this proposal is made without connection, collusion, or agreement with any person, firm, or corporation making a proposal of the same work to bid a fixed or uniform price; that the attached specifications and form of contract and the drawings therein referred to have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with the Town of Easton, in the form of contract hereto attached to do the required work in the manner set forth in the **Scope of Work**.

The prices on the attached and signed Proposal forms are to include and cover the furnishing of all materials and labor requisite and proper (except those specified as being furnished by the Owner (Town of Easton)), and the providing of all necessary machinery, tools apparatus and means of performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the specifications, and the contract drawings within the prescribed time. If this proposal shall be accepted by the Town of Easton and the undersigned shall refuse or neglect within **30** days after receiving the contract for execution, to execute the same then the Town of Easton may at its option, determine that the bidder has abandoned the contract; and thereupon the proposal and the acceptance thereof shall be null and void.

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damage for personal injury, including death, and property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificate of such insurance shall be filed with the Owner (Town of Easton) and shall be subject to its approval for adequacy of protection. Bodily injury liability insurance shall be in an amount not less than \$1,000,000, including death, to each person and subject to the same limit for each person, in an amount of not less than \$3,000,000 on account of one accident. Property damage insurance shall be in an amount not less than \$200,000 per accident, with an aggregate of not less than \$500,000.

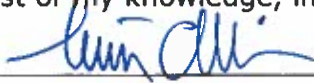
GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

(Note - The bidder or bidders must sign here, and the address of each must be given.)
In the case of firms, the firm's name must be signed and subscribed to by at least one member.

In case of corporations, the corporate name must be signed by some authorized officer or agent thereto, who shall also subscribe his name and office. If practicable, the seal of the corporation shall be affixed.

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.)

I do solemnly declare and affirm under the penalties of perjury that the declaration and statements contained in the first paragraph thereof are true and correct to the best of my knowledge, information and belief.



I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
1	02/29/2024	12
2	03/08/2024	2

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the same by **December 31, 2025**.

BIDDER further agrees to pay as liquidated damages, and amount of **\$500** per calendar day as defined in the General Conditions.

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

PROPOSAL FORM**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

BASE BID		
Item No.	Description of Work	Total Lump Sum Price
1	Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$ 30,794.25
2	Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$ 63,788.00
3	Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$ 72,103.50
4	Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$ 3,000.00
5	Year 1 Monitoring	\$ 3,866.00
6	Year 2 Monitoring	\$ 3,866.00
7	Year 3 Monitoring	\$ 3,866.00
Subtotal Glenwood Stream Restoration (Items 1 through 7)		
8	West Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$ 30,794.25
9	West Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$ 63,788.00
10	West Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$ 132,536.00
11	West Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$ 3,000.00
12	Year 1 Monitoring	\$ 3,866.00
13	Year 2 Monitoring	\$ 3,866.00
14	Year 3 Monitoring	\$ 3,866.00
Subtotal West Glenwood Stream Restoration (Items 8 through 14)		
Total Base Bid (Items 1 through 14)		\$ 423,000.00

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

The **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

FOUR HUNDRED TWENTY THREE THOUSAND Dollars

Bids shall include sales tax and all other applicable taxes and fees.

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of **30** calendar days after the opening of the Bid Proposals.

Environmental Quality Resources, LLC

Bidder - Company Name

2391 Brandermill BLVD, Suite 301, Gambrills, MD 21054

Address



03/20/2024

Signature

Date

Liam O'Meara

President

Printed Name

Title

A contract, if awarded, will be awarded to the lowest, responsible, responsive Bidder whose proposal in the sole opinion of the Owner (Town of Easton) represents the best value to the Town of Easton and the acceptance of which, in whole or in part, is in the best interest of the Town of Easton. The Town of Easton reserves the right to reject any and all bids, to waive any irregularities, and to re-advertise for new bids.

ALL WORK UNDER THIS CONTRACT MUST BE COMPLETED BY December 31, 2025.

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

SUBCONTRACTOR LISTING

The following subcontractors will be employed by this contract:

Project Phase	Type of Work	Subcontractors name, address, phone number	Percent of Total Work
	Design Engineering Survey Permitting	SHANTEC CONSULTING SERVICES INC. 810 GLEN EAGLES COURT, SUITE 300, BALTIMORE, MD 21280-2237 443-632-3050	

Attach additional pages as necessary. Types of Work not listed indicated that the Bidder intends to perform the work with own force. If a type of work is to be awarded to a subcontractor but the company has not yet been identified, enter "to be determined" in the column for the subcontractors name.

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

NON-COLLUSION CERTIFICATE

COUNTY OF: Baltimore City

STATE OF: Maryland

Before me, the undersigned, a Notary Public, in and for the County
and State aforesaid, personally appeared Liam O'Meara

And made oath in due form of law that the Proposer herein, his
Agents, servants and/or employees, to the best of his knowledge and
belief, have not in any way colluded with anyone for and on behalf of
the Proposer, or themselves, to obtain information that would give the
Proposer an unfair advantage over others, nor have they colluded with
anyone for and on behalf of the Proposer, or themselves, to gain any
favoritism in the award of the Contract herein.

In Witness thereof, I hereby set my hand and official seal.


(NOTARY PUBLIC)

My Commission Expires: 02-24-2025




Sign for Identification

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

**TITLE: GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

**DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS
WITH TOWN OF EASTON**

The undersigned does hereby declare that no officer or employee of the Town of Easton and/or Easton Utilities Commission, whether elected or appointed has in any manner whatsoever any interest in or has received prior to hereto or will receive subsequent hereto any benefit, monetary or material consideration from the profits or emoluments of this contract, job, work or service for the Town, and that no officer or employee has accepted or received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the Town in connection with the contract, job, work, or service for the Town, excepting, however, the receipt of dividend or corporation stock.

I, we do solemnly declare and affirm under the penalties of perjury and the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

03/20/2024

DATE


SIGNATURE

Liam O'Meara

PRINTED

President

TITLE

Environmental Quality Resources, LLC - 2391 Brandermill Blvd, Suite 301, Gambrills, MD 21054
FIRM NAME AND ADDRESS

END OF SECTION

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned

Environmental Quality Resources, L.L.C.

as Principal, and

Great American Insurance Company

as Surety, are hereby held and firmly bound unto the Town of Easton, as OWNER, the penal sum of Five Percent of Amount Bid (5%) (**5% of the Total Base Bid**) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 21st day of March, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to the Town of Easton a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD.**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any extension.

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

In WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above. Surety executing Bonds shall be a licensed agent in the State of Maryland.

Environmental Quality Resources, L.L.C.


Principal

(L.S.)

Great American Insurance Company

Surety

By:


Christine M. Hickson, Attorney-In-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Maryland.

END OF SECTION

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than 1

Bond No. Bid Bond

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
Christine M. Hickson	5850 Waterloo Road, Suite 240 Columbia, MD 21045	\$100,000,000.00

Principal: Environmental Quality Resources, L.L.C.

Obligee: Town of Easton

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 21st day of March, 2024.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 21st day of March, 2024, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

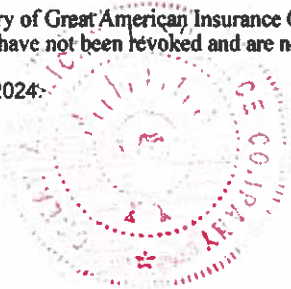
RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 21st day of March, 2024:



Atty L C. B.

Assistant Secretary

Section 10: Terms and Conditions

Terms and Conditions:

Pricing contingent upon award of all scope items. EQR reserves the right to adjust item pricing in the event that less than full scope is awarded.

- This scope and fee is based on the assumption that both projects will be design, permitted, and constructed at the same time and that neither will advance independent of the other.
- Maintenance of Traffic (MOT) plans/permits or right of access permits are excluded.
- No confined space entry will be required.
- Preparation of easement deeds, plats, and descriptions or ROW investigations are excluded.
- FEMA Submittals and coordination are excluded.
- A standard pump around practice will be considered a sufficient E&SC practice to perform in-stream construction.
- All permit fees will be paid by the Town of Easton
- Team EQR/Stantec will support the permit applications outlined in this Scope of Services, but cannot warrant of guarantee approvals from third party agencies.
- Geotechnical studies will not be necessary and has not included this work under this scope of services.
- It is assumed that the proposed project will not result in the need for wetland, stream, or forest mitigation; therefore, these services are excluded.
- Utility design or relocation services are not included.
- Structural design of any kind is not included.
- Public meetings and presentations for this project are excluded.
- Avian surveys, RTE Phase I, Phase II and Bog Turtle Surveys are not included.
- A Tier II Watershed Report is not anticipated or included.
- Historical/Archeological surveys beyond agency coordination are excluded.
- Preparation of addendums or redline revisions to the plans and specifications has not been included as part of this scope of work.
- An individual permit will not be required. Public notice, adjacent property owner notification, and certified mailings are not included.
- One concurrent on-site agency preapplication meeting will be conducted with MDE and USACE
- Climate Impacts – The deliverables associated with this project are based on data collected and received as well as technical analysis conducted at the time of the services rendered. The Effects of climate change and high intensity storm events continue to become more unpredictable and therefore, Team EQR/Stantec is not responsible for the impacts of such events on the design, construction, or constructed project phases of the project.
- The impact of changes to legislation and changes to Talbot County, Town of Easton, and MDE stormwater and/or erosion and sediment control regulations after this proposal is submitted are excluded.
- Any activities specifically NOT included in this scope of work are excluded.



Aquatic Resource Restoration Company
350 Hill Street
York, PA 17403
717.428.9368
FAX 833-384-9831

March 20, 2024

Town of Easton
14 South Harrison Street
Easton, Maryland 21601
RE: Glenwood and West Glenwood Stream Restoration Design-Build

To Whom it may concern,

Aquatic Resource Restoration Company (ARRC) is pleased to submit a proposal for the Glenwood and West Glenwood Stream Restoration Design-Build project.

Since our establishment in 2001, ARRC has specialized in providing turnkey design/build services for wetland mitigation, stream, floodplain & wetland restoration projects. Our staff of 30 plus professionals provide comprehensive services. At ARRC we integrate the progressing world with environmental ethics and sustainability. Our perspective and approach is based on navigating challenging demands of an evolving and complex world while preserving and enhancing the critical balance of the natural world. Findings ways to incorporate and protect our land and water resources guides our passion and drive to deliver our clients needs.

ARRC provides design/consulting & construction services throughout Pennsylvania, Maryland, Virginia, and Delaware, from our headquarters in York, PA. By integrating the above design/build services with our specialized equipment, expertise & staff, ARRC delivers full scale, functional projects to its clients in an economic package while creating long term, sustainable results.

Sustainable Science, LLC has joined our team to provide us with stormwater outfall stabilization and stream restoration design services, environmental permitting services, and civil and geotechnical engineering support for a proposed pedestrian bridge. Sustainable Science will also provide post-construction monitoring services for the project.

We appreciate your consideration, and look forward to the opportunity to offer ARRC's prompt, efficient services to help the Town reach their program goals.

Respectfully Submitted,

Aquatic Resource Restoration Company

Brady Riedel
Senior Estimator
717.825.1851 | bradyr@arrc1.com





Aquatic Resource Restoration Company
350 Hill Street
York, PA 17403
717.428.9368
FAX 833-384-9831

A. Description of Design-Build Team's experience

ARRC and Sustainable Science have successfully completed multiple water quality wetland systems, stream restoration, and stormwater BMP's located throughout the Delmarva Peninsula. ARRC has constructed multiple stream restoration and wetland creation projects throughout the Mid-Atlantic Region during the past 23 years. ARRC has designed and construction over 100+ miles of stream restoration and over 1000 acres of wetland creation/enhancement. Most of these projects were through public funding working with local conservation groups and landowners to enhance and preserve the native flora and fauna, protect sensitive environmental areas, and reduce sediment and nutrient loading, while incorporating landowner needs into the projects.

B. Resumes

- a. See attachment A

C. Concept Narrative

**Regenerative Stormwater Conveyance (RSC) System
West Glenwood Site**

The project intent is to stabilize the outfall channel located along the park and electric transmission line ROW. Our proposal includes two options for this stream reach. Option #1 would include the relocation of the channel using RSC approach through the park as shown on the attached concept plan. Option #2 would include RSC approach as well but keep the stream at its current location. Upon selection of the preferred option by the Town of Easton, our team will move forward with design/permit, construction, and post construction monitoring of the project.

The Regenerative Stormwater Conveyance (RSC) system is an innovative approach to managing stormwater runoff, aiming to mitigate the impacts of intense storm events, which are becoming increasingly frequent due to climate change. This system is designed to treat surface runoff and facilitate groundwater recharge, supporting baseflow conditions essential for stream health and resilience. By incorporating a sand-woodchip mix within the constructed pools, the RSC system fosters nitrogen-reducing conditions, a critical step in decreasing nutrient transport that can lead to eutrophication in downstream aquatic ecosystems. The strategic placement and engineering of these pools not only enhance denitrification processes but also significantly contribute to sediment retention, reducing the transport of sediment and associated nutrients. Moreover, this system plays a pivotal role in enhancing habitat diversity, providing a mosaic of aquatic and semi-aquatic environments conducive to the support of a wide range of species. Option #1 includes the addition of a free-standing pedestrian access bridge directly downstream of the first riffle pool exemplifies a thoughtful integration of ecological engineering with community access and educational opportunities, allowing for close-up views and appreciation of the RSC system's functions and benefits. This bridge also symbolizes the bridge between human needs and ecological integrity, highlighting the importance of sustainable infrastructure in building resilience against climate change impacts.





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Stream Restoration Glenwood Site

Our goals/objectives of this site is to relocate the channel away from the left high bank on the residential side of the stream to the opposite floodplain on the school property. The intent is to design and construct a natural channel type stream restoration due to the slopes and site limitations as opposed to a RSC type design. This will eliminate the concerns of the residents regarding the nature of the slope and potential bank failure. Secondary benefits can be provided to the school by using this area as an environmental education area.

The stream restoration project embodies a comprehensive approach to enhancing ecosystem resiliency and functionality within the floodplain. Addressing site-specific conditions, this project focuses on the long-term stability of the channel and banks, and the re-establishment of a natural floodplain, pivotal for the absorption and dissipation of floodwaters, thereby reducing the risk of property damage and improving ecosystem health. Through the strategic rerouting of the stream to a more central position in the floodplain, this initiative seeks to maximize ecological benefits while minimizing impacts on existing properties and avoiding unnecessary disturbances to mature trees, aligning with conservation priorities and climate adaptation strategies. Employing standard stream restoration practices, such as the use of logs, boulders, root wad deflectors, log steps/weirs, and the creation of floodplain areas and riffle/pool segments, the project aims to restore natural flow regimes. This restoration work is crucial for decreasing channel erosion and incision, reconnecting the stream to its floodplain, and re-establishing conditions that promote denitrification processes. Furthermore, these efforts contribute to the enhancement of habitat diversity, providing a robust foundation for the resilience of local ecosystems in the face of climate change. The deliberate avoidance of tree disturbances in the rerouting process underscores a commitment to preserving existing natural resources and biodiversity, ensuring that the restoration project enhances, rather than detracts from, the ecological integrity of the area.

In both projects, the emphasis on resiliency, climate change adaptation, and ecological integrity highlights the role of ecological engineering in crafting solutions that not only address immediate environmental challenges but also foster long-term sustainability and biodiversity conservation.

D. Example Projects with References

1. Cecilton Farms Phase 1—was construction of 4 separate water quality wetland systems designed by Sustainable Science, managed by Shore Rivers, and constructed by ARRC. As a team, we coordinated the entire project with the Landowner as part of the project was installation of wetland berms that doubled as agricultural crossings for equipment as well as center pivot irrigation systems.
 - a. Josh Thompson (302) 841-0176 jthompsonrestoration@gmail.com
2. Hickman Farm—Was creation of 19 acres of water quality wetland system that was managed by Shore Rivers and constructed by ARRC. As part of the project, ARRC coordinated with the Landowner to provide in-field changes for stockpile locations that





Aquatic Resource Restoration Company
350 Hill Street
York, PA 17403
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would benefit in the future. Also assisted in reconstructing an NRCS waterway during construction of the water quality wetland system. ARRC also coordinated and assisted with fixing and replacing the clay core in the Landowners pond.

- a. Josh Thompson (302) 841-0176 jthompsonrestoration@gmail.com
3. Swantown Creek Ecological Restoration Project—This project consisted of the design-build team of ARRC, Clear Creeks Consulting, and BayLand Consultants and Designers to assess, design, and implement restoration of gullies and unstable stream reaches in Kent County, MD. The project was built in conjunction with the Sassafras River Association to stabilize streams, incorporate agricultural best management practices with the landowner, and reduce sediment and nutrient loadings to Swantown Creek.
 - a. Rocky Powell (410) 960-8727 clearcreeks1994@gmail.com
4. Taylor Farm Nature Conservancy—ARRC worked with The Nature Conservancy, NRCS, and Fish and Wildlife Service to construct approximately 2,000 linear feet of stream restoration in Berlin, MD. The project was constructed to provide water quality and habitat enhancements to a large former chicken farm.
 - a. Mike Dryden (410) 548-3177 ext. 1295 mdryden@salisbury.md
5. Pocomoke River—This was multiple projects located throughout the Pocomoke River watershed which included breaches in the levees on both banks of the river to reestablish the floodplain connection to the adjacent forested wetland floodplains. These projects were constructed in coordination with The Nature Conservancy and NRCS.
 - a. Mike Dryden (410) 548-3177 ext. 1295 mdryden@salisbury.md
6. Slippery Rock University—ARRC completed 6 dam removals and constructed approximately 2,000LF of natural channel design stream restoration/enhancement for the State System of Higher Education—Commonwealth of Pennsylvania
 - a. Justin Wagner (412) 429-1580 jwagner@cecinc.com
7. Southern York County School District—ARRC has held snowplowing contracts with SYCSD for the past 2 years and extends for another 3 years. Most of ARRC's stream restoration operators and laborers have the following background checks as well as FBI fingerprint registration:
 - a. Pennsylvania Criminal Records Check
 - b. PA Department of Public Welfare Child Abuse History Clearance
 - c. Federal Criminal History Record Information (CHRI) in a manner prescribed by the Pennsylvania Department of EducationRandy Buffington 717-235-4811 ext. 7281 randall.buffington@syncsd.org

E. Proposed Schedule

Schedule based upon Notice to Proceed date of April 30, 2024

1. Project kickoff & pre-application meetings (1 month)
2. Topographic Survey of Project Area (2 weeks)
3. Wetland and Stream Field Studies/Data Collection (2 weeks)
4. RSC and Stream Restoration Plan Design (1-2 months)
5. Joint Permit and E&S Application Preparation (1 month)
6. Permit Submittals & Agency Review and Approval (6-9 months)





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7. Construction Implementation (Summer 2025)
8. Post Construction Monitoring and Reporting (2026-2029)

F. Proposal Form
See Attachment B

G. Bid Bond
See Attachment C



ATTACHMENT A RESUMES

Relevant Education:

B.S., Agronomy, 1987, University of Maryland
Engineering Technician Level III NICET

Relevant Training:

- 'Applied Fluvial Geomorphology' Pagosa Springs, CO
- 'River Morphology and Applications' Pagosa Springs, CO
- 'River Assessment and Monitoring' Pagosa Springs, CO
- 'River Restoration and Natural Channel Design', Pagosa Springs, CO

Professional Training:

Mr. Irwin's 30-year professional career has focused on identifying, analyzing, and mitigating potential negative impacts to our natural resources. His project experience includes watershed assessment, stream restoration, storm water management, erosion control planning, wetland delineation and mitigation design, and water quality studies. For the past 15 years, Mr. Irwin has concentrated his efforts on applying the principles of natural channel design along with environmental construction projects.

Mr. Irwin is both specially trained and highly experienced in the assessment, restoration, and enhancement of streams using fluvial geomorphology methods. His field experience includes stream and river classification, field data collection associated with stream dimension, pattern, and profile, watershed monitoring assessments, and streambank stability evaluations. Mr. Irwin uses the resulting data to prioritize impaired streams and develop watershed restoration plans.

Mr. Irwin has extensive experience in the construction of stream restoration and wetland mitigation projects, site work and other environmental construction projects. As Director of Construction, Mr. Irwin coordinates labor, material, and scheduling of projects. He oversees construction ensuring effectiveness and operates equipment regularly to construct specialized detailed installation projects. Stream restoration experience includes various design and implementation strategies, including FGM on over 20+ miles of stream.

Relevant Project Experience:

Wetland Restoration/Mitigation

During the last 25 years over 400+ acres of wetland restoration and/or mitigation design has been completed for both private and municipal projects throughout a 5-state region. Projects have ranged from less than 1 acre to over 28 acres in size. Projects have provided restoration of converted wetland habitats and creation of new wetland habitats. Wetland projects include the following types: Forested, emergent, scrub shrub, shallow water and vernal pools.

Ohio- American Landfill construction and over site of a 10-acre wetland for the existing landfill expansion. The project value \$165,000.00

Laurel Maryland- Constructed and planted a 28-acre mixed emergent scrub shrub wetland as the largest private wetland mitigation bank in the state of Maryland. The project value \$583,000.00

Pennsylvania- Constructed 22 acres of wetlands utilized for the I-99 highway mitigation bank in Port Matilda, PA. The wetlands were designed as emergency wetlands. ARRC assisted in field modifications that saved \$25,000.00 in excavation cost which allow the construction of an additional two acres of wetland area. The project value \$591,492.00



Relevant Education:

Bachelor of Science, Environmental Resource Management, The Pennsylvania State University
Specialization in watershed and resource management

Relevant Training:

- 'Applied Fluvial Geomorphology' Asheville, NC
- 'River Morphology and Applications' Asheville, NC
- MS4 Compliance Training, York, PA
- NPDES Permit Application Training, York, PA
- Wetland Delineation Methodology Training, Carlisle, PA
- Riparian Buffer Install and Maintenance, Stroud, PA
- MSHA/OSHA Construction Safety, Laurel, MD

Relevant Experience:

Aquatic Resource Restoration Company, York, PA 2011 – Present

- Project Manager for all stream, wetland, habitat, and water management projects
- Review and develop design and implementation plan for functionality and cost savings
- Schedule daily construction and business operations
- Oversight of business management and planning
- Logistics and materials planning
- Analyze and secure site and project plans in procurement and bid process.
- Delineate wetlands for site assessment and construction.
- Communicate with landowners to adapt projects to landowner and ecologic needs.
- Conduct post-construction project monitoring.
- Operate and oversee equipment and construction resources on project sites.

The Conewago Creek Initiative, Middletown, PA

- Coordinated outreach events in the watershed community.
- Managed project site and proposal documents and data
- Analyzed community response to surveys and projects to direct goals of the initiative.
- Developed a strategic turnkey short-term monitoring plan to identify restoration indicators.
- Consulted on BMP and restoration designs to land up owners.
- Collaborated with state, local, and federal organizations to ensure completion of projects.

Pennsylvania Fish and Boat Commission, PA

- Installed in-stream structures for the structures purpose of habitat improvement.
- Monitored life and stability of Houserville Restoration Project

Codorus Creek Improvement Partnership, York, PA

- Assisted Executive Director in daily operations of conservation.
- Monitored water and watershed quality to ensure resource preservation.
- Designed Living Classroom curriculum to raise environmental awareness with area youth.

10 years of experience in watershed restoration and construction activities. Has managed and implemented a variety of restoration projects throughout Pennsylvania, Maryland, New York, New Jersey, and Ohio. Has an educational background in environmental management and work background in construction directly related to surface water resources. Mr. Kauffman has managed and implemented over 5+ miles of stream restoration, 45+ acres of wetland, 1 mile of regenerative storm water and various storm water BMPs and site storm water retrofits in his career. Construction focus includes wetland mitigation, floodplain restoration, stream restoration for FGM and fish habitat, as well as storm water management techniques. Oversees consulting services for design, survey, permitting and design/build projects.

Relevant Education:

Bachelor of Science, Business Management & Marketing, The Pennsylvania State University (2011-2015)

Relevant Experience:

Aquatic Resource Restoration Company, York, PA

2018 – Present

Nathan Irwin serves as the Vice President of ARRC. He is responsible for the day-to-day operations of all divisions of the company from Operations, Project Management, Estimating, Administrative & Native Nursery. Other responsibilities include managing & tracking weekly schedules and progress for all active projects, as well as tracking invoicing, financial performance, corporate licensing & other administrative needs. He is also responsible for assisting in scheduling logistics for both construction and nursery activities and tracking the schedules & requirements for estimates of both construction and planting projects. Nathan is also chairman of the ARRC Safety Committee, and responsible for both short-term & long-term strategic planning for the company with stakeholders.

Since Nathan's appointment to Vice President since 2020, ARRC has accomplished the following:

- 3-year Gross Revenue of \$22.135MM
- ARRC completed the largest single contract of \$4.53MM in 2022.
- Increased staffing from 26-42 staff
- Secured construction contracts of \$7.412MM in 2022.
- Secured Nursery contracts with CBF of \$1.582MM
- Added HCSS, Heavy Bid & Viewpoint Construction Software
- Restructured company for better divisional & overall efficiency & performance.
- Overhauled company internal processes & procedures
- Started Monthly Safety Committee
- Acquired Business license for Delaware.
- Corporate headquarters moved in September of 2022

Pre 2020, Nathan previously worked in ARRC as a laborer/small equipment operator as well as in the native nursery propagation & caring for plant material. Nathan also previously assisted project management with managing small construction & plant installation projects and assisted estimators in performing takeoffs/completing pre-qualification documentation.

Relevant Education:

Bachelor of Science: Environmental Biology; minor in Watershed Management, Mansfield University of Pennsylvania

Relevant Experience:

Aquatic Resource Restoration Company, York, PA

2013–Present

Brady Riedel has been the Lead Estimator at ARRC since January of 2020. Mr. Riedel is responsible for sourcing stream, wetland & floodplain restoration RFP's and providing full scope pricing to the respective owners of these projects along with incidental documentation to meet RFP requirements. Mr. Riedel has been with ARRC since 2013 and started his career at ARRC working in the field as a laborer installing plant material as well as invasive spraying. Since then, Brady had developed a diverse skillset through applying for funding & acquiring permits for pond, stream, and wetland projects as well as performing wetland delineations and site evaluations. Brady also assisted the project management team on projects from 2018-2020 before becoming Lead Estimator.

Since becoming Lead Estimator, ARRC has been awarded the following:

- Patuxent Mitigation Bank - \$4.53M, largest single construction contract in ARRC history.
- Bullfrog Valley/Deer Run Floodplain Restoration - \$2.52M.
- Upper Scotts Level Branch Park Stream Restoration - \$2.5M
- Quaker Stream Restoration - \$1.114M.
- Wissahickon Creek - \$870K.
- Hickman Farms Wetland Restoration - \$848K.
- Black Run Floodplain Restoration - \$629K.
- Lions Pride Park Ecology Uplift - \$528K.
- Shawnee Run Stream Restoration - \$207K.
- Peter's Creek Stream Restoration - \$169K.

Certifications:

- Certified Commercial Pesticide Applicator; PA
 - Aquatic
 - Right-of-Way
 - Forest Pest Control
 - Ornamental & Shade Tree

Relevant Education:

B.S. in Science and Environmental Studies, Shenandoah University

Relevant Experience

Aquatic Resource Restoration Company, York, PA

2020 – Present

- Survey/Layout Technician (2020 – Present)
- Planting Crew Laborer (2020)
- As-Built Surveying
- Pre-Construction Monitoring
- Resource Site Assessment
- BANCS Assessment
- Monitoring
- Assist on Design and Permitting
 - Pennsylvania Chapter 105

Certifications:

- Maryland Erosion and Sediment Control Certification (#RPC024530)
- MSHA Construction Safety
- OSHA Construction Safety

Relevant Education:

B.S. in Environmental Studies; Specialization in Policy and Management, McDaniel College

Relevant Experience:

Aquatic Resource Restoration Company, York, PA

2021 – Present

- Project Estimating (2022 – Present)
 - Material/Cost Pricing
- Project Permitting (2022 – Present)
 - Pennsylvania Chapter 105
- Support with Project Management Responsibilities (2021 – 2022)
- Assist in Layout/Survey Procedures
- Monitoring
- Document Management of Contracts, Sub-Contracts, and Bonds
- Administrative Support for Environmental Consulting and Construction Staff

Certifications:

- MSHA Construction Safety
- OSHA Construction Safety

CONSTRUCTION: Key foreman part of ARRC's 20 field staff:

HOWARD CARTER

**FOREMAN
HEAVY EQUIPMENT OPERATOR**
2006 - Present

Certifications:

- OSHA 10
- MSHA
- Class B CDL
- Maryland Department of Environment (MDE) Responsible Personnel Certification (RPC) Course (Formerly "Green Card")
- MDOT SHA/MTBMA Training – SHA Erosion and Sediment Control (E&SC) Certification Program (Yellow Card)

Brian Zink

**FOREMAN
HEAVY EQUIPMENT OPERATOR**
2021-Present

Certifications:

- OSHA 10
- MSHA
- Maryland Department of Environment (MDE) Responsible Personnel Certification (RPC) Course (Formerly "Green Card")

MARK MILLER

**FOREMAN
HEAVY EQUIPMENT OPERATOR**
2017-Present

Certifications:

- OSHA 10
- MSHA

TANNER SWARTZ

**FOREMAN
HEAVY EQUIPMENT OPERATOR**
2020-Present

Certifications:

- OSHA 10
- MSHA
- Maryland Department of Environment (MDE) Responsible Personnel Certification (RPC) Course (Formerly "Green Card")

STEPHEN WALKER

HEAVY EQUIPMENT OPERATOR
2006 - Present

Certifications:

- OSHA 10
- MSHA
- Maryland Department of Environment (MDE) Responsible Personnel Certification (RPC) Course (Formerly "Green Card")

F. ALBERT MCCULLOUGH III, P.E., PWS
Job Category: Principal Ecological Engineer

Education: B.S.C.E., Water Resources Engineering, University of Maryland, College Park, MD
A.A., Environmental and Renewable Resources Technology/Wildlife Management-
Honors Graduate, Garrett Community College, McHenry, MD

Professional Experience: **Sustainable Science**, Denton, Maryland
Principal Ecological Engineer (June 2000 – present)

Enviromental Concern, St. Michaels, Maryland
Vice President / Construction & Consulting Director (June 1996 – June 2000)

Lanai Company, Island of Lanai, Hawaii
Superintendent of Utilities (June 1994 – June 1996)

Herbst & Associates, Reisterstown, Maryland
Associate Engineer / Staff Ecologist (March 1979 – June 1994)

Relevant Project Experience:

Sustainable Science:

- Manage and plan engineering services for hydrology studies, stream restoration, shoreline stabilization, ecological restoration and creation projects from preliminary to final plans and specifications
- Execute natural resource field data collection, reduction and analyses
- Perform field topographic surveys and preparation of topographic sheets
- Executes water budget analyses using both standard and innovative engineering methodologies

While at Environmental Concern:

- Managed the wetland consulting and construction departments including proposal generation, field activities and design execution
- Taught professional courses on wetland delineation, hydrology, functional assessment, hydric soils and wetland treatment systems
- Published several articles on wetland & stream hydrology and construction techniques
- Conceptualized and executed vegetational inventory using hyperspectral imagery
- Managed the wetland and natural resource components of the NYCDEP Staten Island, NY project

While with Lanai Company:

- Managed electrical, sanitary and potable water utilities for the Island of Lanai, Hawaii
- Conceptualized and oversaw installation of well and reservoir telemetry system
- Supervised the startup of tertiary treatment facility using water hyacinth to replace potable water golf course irrigation source
- Performed archival record search and orchestrated field logistics for the TDM ground water survey for the Island of Lanai

While with Herbst & Associates:

- Executed geotechnical engineering studies from proposal to final design
- Managed and performed over 200 wetland delineation and permitting projects beginning in 1984

F. ALBERT MCCULLOUGH III, P.E., PWS

Job Category: Principal Ecological Engineer

Professional Certifications:

- Registered Professional Engineer in Delaware, Hawaii, Maryland, Pennsylvania, Virginia and Washington D.C.
- Professional Wetland Scientist by Society of Wetland Scientists
- Certified Corps of Engineers Wetland Delineator

Professional Affiliations:

- Member of Chi Epsilon National Civil Engineering Honor Society
- Vice President of Mid-Atlantic Chapter of the Society of Wetland Scientists (2000 to 2003)
- President of Mid-Atlantic Chapter of the Society of Wetland Scientists (2004 & 2005)
- Chairman Town of Denton Utilities Commission
- Professional Advisor Engineers Without Borders University of Maryland Student Chapter (Current Project in Ilha das Pescas, Brazil)
- Member of Delaware Association of Professional Engineers
- Member of American Society of Civil Engineers

Representative Projects:

Project: Poplar Island Tidal Channel Design

Date: 2002 & 2003

Client: Mr. Scott Johnson
U.S. Army Corps of Engineers Baltimore District
CENAB-OP-RX
P.O. Box 1715
Baltimore, Maryland 21203-1715
Phone: (410) 962-4713

Description: Mr. McCullough served as lead designer in developing the tidal channel design for wetland Cell 3D for the Poplar Island environmental restoration project. The initial effort included identifying reference marsh with similar tidal regime and area as the project wetland cell. The Nature Conservancy Hog Marsh Creek reserve in Taylor's

F. ALBERT MCCULLOUGH III, P.E., PWS
Job Category: Principal Ecological Engineer

Island was selected as the candidate site. Mr. McCullough then devised the method to create the tidal channel design template for use to guide the channel layout. This effort involved securing 1938 aerial photography and recompiling the tidal marsh topography and tidal channel limits. Full color aerial photography was also flown in 2002 with the marsh topography and channel limits also mapped. Tidal channel bifurcation ratios, average channel order lengths, sinuosity and channel drainage density were determined for each data sets and compared for stability over the 64 year time span. Channel cross-sectional geometries were determined using tidal prism analyses combined with linear regression data reduction to develop top of bank width to effective tidal volume.

The results of this analysis were used to design the second and higher channel geometries including the marsh grading plan. After Cell 3D achieved full consolidation, Maryland Environmental Service executed the grading from October, 2004 to March, 2005. Mr. McCullough also designed the landscape plan to bid level set for the project that was installed from April, 2005 to October 2005. The project has been deemed a success by both federal and state resource agencies.

Project: *South Richmond County Stormwater & Sanitary Drainage Plan*
Staten Island, New York

Date: 1996 to 2004

Client: Mr. Sandeep Mehrotra, P.E.
Hazen & Sawyer, P.C.
498 Seventh Avenue
New York, New York 10018
Phone: (212) 539-7011

Description: Mr. McCullough served as the project manager for the 10,500 acre wetland identification and assessment project for the southwest watersheds of Staten Island, New York. The work involved orthophotography interpretation, wetland identification using two different methodologies (1987 U.S. Army Corps of Engineers and New York State Department of Environmental Conservation). Individual watershed reports were generated that identified wetland resources present with sites with greatest potential for restoration listed. The results of this effort were utilized to site stormwater wetlands to treat collected run-off prior to discharge into New York State waters. Since 1998, he has been the lead designer on the stormwater wetland and stream restoration designs also serving as technical representative during project construction. Over twenty storm water wetlands have been constructed to date with six pending construction. Project is estimated to be complete by year 2018.

Project: *Constructed Treatment Wetlands for Nitrogen Load Reduction to Coastal Ponds*
Falmouth, Massachusetts

Date: 2002 & 2003

F. ALBERT MCCULLOUGH III, P.E., PWS
Job Category: Principal Ecological Engineer

Client: Mr. Jack Barnes
Ashumet Plume Citizens Committee
Town of Falmouth
59 Town Hall Square
Falmouth, Massachusetts 02540
Phone: (508) 495-7320

Description: Mr. McCullough served as the lead consultant teaming with Horsley & Witten and Wetland Solutions to determine the feasibility of using treatment wetlands to reduce nitrogen loading to Great, Green and Bournes Coastal Ponds. The proposed plan for nitrogen remediation concept includes two primary components:

- A series of surface flow constructed treatment wetlands to be located within the footprint of existing commercial cranberry bogs in the upper watershed of the three coastal ponds
- Interceptor trenches adjacent to critical pond shorelines to capture nitrogen-rich groundwaters before they reach the ponds and to provide denitrification and conveyance of excess nitrogen loads to the constructed wetlands in the upper watershed

The constructed wetland approach includes the following key features:

- Conversion of existing cranberry bogs to treatment wetland marshes dominated by cattails and other emergent wetland plant species
- Construction of low levees on both sides of the existing river channels within the cranberry bogs to maintain existing passage for high flows and for anadromous fish including stream restoration approaches
- Construction of inlet and outlet structures to pass water from wetland cell to cell in a series mode, with a recommended option for return of flow to the stream channels at the point of diversion to the most upstream cell
- Avoidance of changes to the existing alignment of the feeder streams or blockage of existing fish migration routes

Approximately 39,000 linear feet of nitrogen treatment / interceptor trenches are proposed along the shorelines of the three ponds. Additional trench lengths may be extended farther downgradient in Great Pond to include Perch Pond. All trenches will be aligned just above existing jurisdictional tidal wetland habitats and will be depth adjusted based upon site specific data on groundwater trends with treatment approach driven by inorganic nitrogen strengths. The design goals will be to intercept and treat the inorganic nitrogen rich plume without appreciably affecting deeper freshwater groundwater flows into the coastal ponds.

The treatment design components include an impervious plastic barrier shoreward to prevent backflow of coastal pond water into the trench and to retard down gradient groundwater so it can be captured and retarded. Denitrification of nitrate-rich water captured by the interceptor trenches can be enhanced by addition of a reduced carbon

F. ALBERT MCCULLOUGH III, P.E., PWS
Job Category: Principal Ecological Engineer

supply (e.g., corn syrup) and if excess water requires additional treatment, it will be pumped to the constructed wetlands in the upper Backus River and Bournes Brook watersheds for additional polishing of inorganic nitrogen. Site-specific designs may warrant the inclusion of constructed surface-flow wetlands into the trench design in some locations. Should existing nontidal wetlands be encountered along the coastal pond edge, hydrologic isolation from the drains will be incorporated to prevent drainage and to preserve the inorganic nitrogen attenuation ability of these natural wetland systems. This concept was presented in a design competition with the team selected as finalists.

Representative Publications:

Bartoldus, C.C., A. McCullough, and E.W. Garbisch. 2000. Evaluation for Planned Wetlands: Model for Floodflow Alteration. Environmental Concern Inc., St. Michaels, MD

Bartoldus, C., Albert McCullough, S. Smith, and O. Weatherbee. 2000. Geographic information system (GIS) development and vegetation mapping effort of the Horsehead Peninsula, Graysonville, MD. Prepared for the Wildfowl Trust of North America. Environmental Concern, Inc., St. Michaels, MD. 33 pp. + Appendices.

McCullough III, F.A. 1995. Use of Water Hyacinth Lagoons for Tertiary Effluent Treatment on the Island of Lanai, Hawaii. Wetland Journal, Vol. 7, No. 4. Environmental Concern. Pps 8 to 12

McCullough III, F.A. 1998. Hydric Soil Field Indicators: A Comparison of Two Methods. Wetland Journal, Vol. 10, No. 3. Environmental Concern. Pps. 20 to 25

McCullough III, F.A. 1996. Overview of Dewatering, Excavation, and the Use of Geotextiles for Restored, Enhanced, and Constructed Wetlands. Wetland Journal, Vol. 8, No. 3. Environmental Concern. Pps. 21 to 27.

McCullough III, F.A. 1997. Surface Water Modeling, Part I: An Introduction to Riparian Zone Dynamics. Wetland Journal, Vol. 9, No. 2. Environmental Concern. Pps. 21 to 25

McCullough, F.A., C.C. Miller, and R.J. Will. 2004. Hudson-Raritan Estuary Ecosystem Restoration Conceptual Plans Report. Report to U.S. Army Corps of Engineers, New York District. Prepared by Barry A. Vittor & Associates, Inc., Lake Katrine, NY.

McCullough, F.A., C.C. Miller, and R.J. Will. 2004. Jamaica Bay Ecosystem Restoration Conceptual Plans Report. Report to U.S. Army Corps of Engineers, New York District. Prepared by Barry A. Vittor & Associates, Inc., Lake Katrine, NY.

McCullough, F.A., C.C. Miller, and R.J. Will. 2004. Jamaica Bay Existing Conditions and Future Without Plans Report. Report to U.S. Army Corps of Engineers, New York District. Prepared by Barry A. Vittor & Associates, Inc., Lake Katrine, NY.

Seth McCullough, P.E.

Principal Coastal & Water Resources Engineer

Introduction

Seth is a partner and Principal Coastal & Water Resources Engineer for Sustainable Science, LLC (SSLLC), an ecological engineering consulting firm with over 20 years of experience. He is highly skilled in the project management and construction plan generation for a diverse number of project types including stormwater management, stream restoration, site grading and earthwork, utilities, erosion and sediment control, coastal engineering, cost estimation, scheduling, permitting, construction management & monitoring, and survey (both existing conditions & as built / project closeout phases).

Throughout his 12 years of experience, he has worked on a diverse amount of highly innovative ecological restoration projects including stream restoration, agricultural treatment wetlands, coastal resiliency & restoration, and marsh thin layering. He is passionate about leveraging technology to bring innovative, resilient, and sustainable designs to the ecological restoration industry. He has become highly proficient with AutoCAD Civil 3D, Infraworks, HEC-RAS, StormCAD, Hydraflow, TR-20, and TR-55 to name a few.

Professional Credentials

- Registered Professional Engineer in Maryland
- State of Maryland Erosion and Sediment Certification
- MD SHA Erosion & Sediment Control Certification
- Bachelor of Science, Environmental & Water Resources Engineering
 - University of Maryland, A. James Clark School of Engineering

Professional Experience

- **Sustainable Science, LLC., Partner** **2019 – present**
 - Coordinate with a diverse set of clients and partners serving as a design team specialist and technical adviser to develop & integrate engineering applications with sound ecological principles.
 - Generate construction drawings, cost estimates, and schedules for living shoreline, stream restoration, storm water management, and wetland and marsh restoration projects throughout the state of Maryland and the surrounding area.
 - Proposal generation and review (Scope review, identification of risk and opportunity, budget preparation for work, clarification, assumption and document preparation).
- **Kimley-Horn and Associates, Inc., Civil Engineer/Project Manager** **2017 - 2019**
 - Lead engineer for 1.5 million square foot industrial project located in Sparrows Point, Maryland. Elements involved were grading, stormwater management, earthwork analysis, and cost estimating.
 - Managed multiple redevelopment projects located within Baltimore City, Maryland and the surrounding area. Responsibilities included overseeing younger staff, client coordination, budget and scheduling, quality control, and signing and sealing final deliverables.
 - Represented the company at various public forums, client meetings, jurisdictional meetings, and conferences.
 - Proposal generation, review, and negotiation with prospective clients.

• **MRA & GTA, Inc., Project Designer III**

2012 – 2017

- Lead engineer designer for two residential subdivisions comprised of 200+ homes sites/lots. Elements involved were grading, earthwork analysis, stormwater management, underground utilities, roads, and landscapes.
- As Vice President of the company-wide CAD committee, performed formal presentations to coworkers on various ways to utilize 3D object-based modeling for engineering design.
- Followed county guidelines and regulations to create cost effective and reliable storm water management solutions by implementing Environmental Site Design.
- Corresponded with county reviewers throughout the various plan submittals and approvals.
- Aided Senior Wetland Scientists in stream assessments and wetland delineations.
- Performed geotechnical and structural testing in the laboratory and field, including concrete used for the ASCE concrete canoe competition.

Relevant Experience

North County Regional Park Stream Restoration, Caroline County, Maryland:

The Caroline County Department of Parks & Recreation contracted SSLLC to perform field survey and engineering consulting services for a 207-acre waterfront parcel located on the banks of the Upper Choptank River, just north of the Town of Greensboro and within a Trust Fund Medium Priority Zone. The project goals were to implement stormwater best management practices that improved resiliency and mitigated impacts to the land from stormwater runoff and erosion, water quality improvement practices that slowed and filtered stormwater runoff, and stream restoration practices to restore the natural hydrology and ecology of the stream system. The final design included the creation of two (2) large Delmarva Bay / depressional wetlands with a combined area of 2.5 acres and the restoration of approximately 2,600 linear feet of highly eroded stream, through the combined implementation of a regenerative stormwater conveyance system (RSC) and floodplain reconnection with strategically placed riffle grade control structures. The surrounding area previously used for agricultural practices was also converted into 60+ acres of meadow and natural habitat.

Chesapeake College Agricultural Wetland Restoration, Queen Anne's County, Maryland:

SSLLC worked with Chesapeake College for the design and implementation of approximately 3.5 acres of engineered treatment wetlands with approximately 1 acre of accompanying pretreatment stormwater management detention basins. The existing site contained a small ephemeral stream surround by approximately 12 acres of inactive agricultural land. Another ~133 acres of additional active agricultural land to the north drained to the proposed project site through a culvert under MD Route 50. Pretreatment stormwater retention basins intercepted this large drainage area before slowly feeding the stepped treatment wetlands through bioretention infiltration berms consisting of a sand & woodchip mix. An offline emergency spillway that ran between the wetland cells was also designed to safely convey the 100-year storm event without impacting the integrity of the treatment wetland and infiltration berm systems. During the design phase of the project, SSLLC completed a realistic 3D model representation and flyover of the completed construction project to supplement the proposed design to assist in getting buy-in from all project stakeholders. The project also provided a co-benefit of serving as an educational avenue for the students at Chesapeake college. A woodchip lined pedestrian path and educational signage was included with the final constructed project.

Dahlgren Naval Surface Warfare Center Shoreline Project, King George County, Virginia:

SSLLC was contracted to provide coastal engineering services and serve as engineer of record for the design of shoreline protection for seven (7) individual reaches for a total length of 11,557 linear feet. Effort initially involved determining design protection level height through storm surge and wave height analyses. Initially, a site-specific storm surge analysis was performed using Hurricane Isabel water level data from Solomons Island and Washington DC NOAA stations. The results were then compared to the King George County Flood Insurance study to verify the storm

surge protection height. A fetch and wind analysis were then developed and used to define the design wave height and approach angle. Multiple shoreline protection strategies were used in each of the seven (7) reaches that mostly included living shoreline practices of low-profile sills, nearshore breakwaters, and headland breakwater systems. SSLLC executed the coastal engineering analyses to assign the proper positioning of the nearshore and headland breakwater structures as well as the beach profile and stable position. The design concepts were reviewed by the Department of Navy then designs revised and final construction drawings prepared by others. SSLLC also provided coastal engineering support services during the project authorization as well as final design engineering review to stamp & seal the design plan set.

Tizzard Island Shoreline Resiliency Project, Worcester County, Maryland:

The 169-acre Tizzard Island uniquely provides isolated wildlife habitat as well as nearshore mainland shoreline protection. These important ecosystem functions are threatened by erosion and marsh degradation that is aggravated by sea level rise. The initial work involved executing a historical island evaluation that used the 1850, 1880 and 1908 coastal topographic sheets from National Archives as well as 1938, 1952, 1964, 1981, 1989 and 2016 aerial imagery. Site reconnaissance confirmed the historical analyses and also included executing RTK GPS surveying with drone and bathymetric data collection. The coastal engineering analysis involved design wave analyses for the entire island then iteratively determining all shoreline stable embayments. A shoreline resiliency master plan was then developed along with planning level construction estimates. The extents of the topographic and bathymetric surveys were developed and sent to MDNR for field survey. The permit level designs were then completed with engineering cost estimates prepared and submitted.

Blackwater NWR Marsh Thin Layering Project, Dorchester County, Maryland

SSLLC was contracted for design, permitting and construction technical support services related to dredge material thin layering to restore 40 acres of degraded marsh. Initially the project involved literature review of applicable studies to assign the final marsh target elevation. Two peer reviewed papers (Ganju et. al. 2013 & Kirwan et. al. 2012) provided site specific results for marsh target elevation of 30 cm NAVD88 as well as Blackwater River sediment flux rates. SSLLC then developed the geotechnical and survey programs, secured, and managed subcontractors, and executed the placement area topographic survey. Once all design data was obtained assigned then analyzed the Blackwater River inner meander bend dredge material borrow area. A geotechnical round table was then organized that defined the dredge material placement method & volumes. SSLLC then provided technical support during project implementation including setting dredge material target stakes. Post construction services includes executing total station as-built survey. SSLLC has been performing annual bathymetric survey in the Blackwater River borrow area to determine the length of time for accretion to refill. Results to date reveal successful target elevations as well as the refilling to pre-dredge borrow area bathymetry.

PROPOSAL**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

Made this 21st day of March, 2024,

By Aquatic Resource Restoration Company

Business Address 350 Hill Street, York, Pennsylvania 17403

The Bidder declares that the only person, firm, or corporation or persons, firms or corporations that has or have any interest in this proposal or in the contract or contracts proposed to be taken is or are the undersigned; that this proposal is made without connection, collusion, or agreement with any person, firm, or corporation making a proposal of the same work to bid a fixed or uniform price; that the attached specifications and form of contract and the drawings therein referred to have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with the Town of Easton, in the form of contract hereto attached to do the required work in the manner set forth in the **Scope of Work**.

The prices on the attached and signed Proposal forms are to include and cover the furnishing of all materials and labor requisite and proper (except those specified as being furnished by the Owner (Town of Easton)), and the providing of all necessary machinery, tools apparatus and means of performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the specifications, and the contract drawings within the prescribed time. If this proposal shall be accepted by the Town of Easton and the undersigned shall refuse or neglect within **30** days after receiving the contract for execution, to execute the same then the Town of Easton may at its option, determine that the bidder has abandoned the contract; and thereupon the proposal and the acceptance thereof shall be null and void.

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damage for personal injury, including death, and property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificate of such insurance shall be filed with the Owner (Town of Easton) and shall be subject to its approval for adequacy of protection. Bodily injury liability insurance shall be in an amount not less than \$1,000,000, including death, to each person and subject to the same limit for each person, in an amount of not less than \$3,000,000 on account of one accident. Property damage insurance shall be in an amount not less than \$200,000 per accident, with an aggregate of not less than \$500,000.

(Note - The bidder or bidders must sign here, and the address of each must be given.)
In the case of firms, the firm's name must be signed and subscribed to by at least one member.

In case of corporations, the corporate name must be signed by some authorized officer or agent thereto, who shall also subscribe his name and office. If practicable, the seal of the corporation shall be affixed.

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.)

I do solemnly declare and affirm under the penalties of perjury that the declaration and statements contained in the first paragraph thereof are true and correct to the best of my knowledge, information and belief.

Christopher A. Kinsley (Chief Executive Officer)

350 Hill Street, York, Pennsylvania 17403

Randolph Lee Irwin (President)

350 Hill Street, York, Pennsylvania 17403

Nathan Irwin (Vice President)

350 Hill Street, York, Pennsylvania 17403

Teresa Aumen (Treasurer)

350 Hill Street, York, Pennsylvania 17403

Robert Anthony Kinsley (Secretary)

350 Hill Street, York, Pennsylvania 17403

I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
#1	2/29/2024	12
#2	3/8/2024	2

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the same by **December 31, 2025**.

BIDDER further agrees to pay as liquidated damages, and amount of **\$500** per calendar day as defined in the General Conditions.

PROPOSAL FORM**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

BASE BID		
Item No.	Description of Work	Total Lump Sum Price
1	Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$8,650.00
2	Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$15,300.00
3	Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$100,900.00
4	Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$4,850.00
5	Year 1 Monitoring	\$7,450.00
6	Year 2 Monitoring	\$4,200.00
7	Year 3 Monitoring	\$4,200.00
Subtotal Glenwood Stream Restoration (Items 1 through 7)		
8	West Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$9,500.00
9	West Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$17,900.00
10	West Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$228,000.00
11	West Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$6,200.00
12	Year 1 Monitoring	\$7,450.00
13	Year 2 Monitoring	\$4,200.00
14	Year 3 Monitoring	\$4,200.00
Subtotal West Glenwood Stream Restoration (Items 8 through 14)		
Total Base Bid (Items 1 through 14)		\$423,000.00

The **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

Four Hundred Twenty Three Thousand _____ Dollars

Bids shall include sales tax and all other applicable taxes and fees.

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of **30** calendar days after the opening of the Bid Proposals.

Aquatic Resource Restoration Company

Bidder - Company Name

350 Hill Street, York, Pennsylvania 17403

Address

Signature

3/21/2024

Date

Nathan Irwin

Printed Name

Vice President

Title

A contract, if awarded, will be awarded to the lowest, responsible, responsive Bidder whose proposal in the sole opinion of the Owner (Town of Easton) represents the best value to the Town of Easton and the acceptance of which, in whole or in part, is in the best interest of the Town of Easton. The Town of Easton reserves the right to reject any and all bids, to waive any irregularities, and to re-advertise for new bids.

ALL WORK UNDER THIS CONTRACT MUST BE COMPLETED BY December 31, 2025.

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

NON-COLLUSION CERTIFICATE

COUNTY OF: York

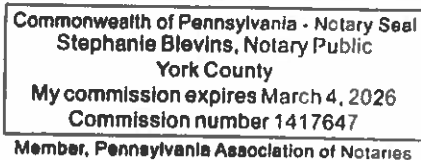
STATE OF: Pennsylvania

Before me, the undersigned, a Notary Public, in and for the County
and State aforesaid, personally appeared Nathan Irwin
And made oath in due form of law that the Proposer herein, his
Agents, servants and/or employees, to the best of his knowledge and
belief, have not in any way colluded with anyone for and on behalf of
the Proposer, or themselves, to obtain information that would give the
Proposer an unfair advantage over others, nor have they colluded with
anyone for and on behalf of the Proposer, or themselves, to gain any
favoritism in the award of the Contract herein.

In Witness thereof, I hereby set my hand and official seal.


(NOTARY PUBLIC)

My Commission Expires: march 4 2026



 (Nathan Irwin - Vice President)
Sign for Identification

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

**TITLE: GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

**DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS
WITH TOWN OF EASTON**

The undersigned does hereby declare that no officer or employee of the Town of Easton and/or Easton Utilities Commission, whether elected or appointed has in any manner whatsoever any interest in or has received prior to hereto or will receive subsequent hereto any benefit, monetary or material consideration from the profits or emoluments of this contract, job, work or service for the Town, and that no officer or employee has accepted or received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the Town in connection with the contract, job, work, or service for the Town, excepting, however, the receipt of dividend or corporation stock.

I, we do solemnly declare and affirm under the penalties of perjury and the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

3/21/2024

DATE



SIGNATURE

Nathan Irwin

PRINTED

Vice President

TITLE

Aquatic Resource Restoration Company

350 Hill Street, York, Pennsylvania 17403

FIRM NAME AND ADDRESS

END OF SECTION

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

**CERTIFICATE OF COMPLIANCE WITH
WORKERS' COMPENSATION LAW**

Under the Maryland Workers' Compensation Act, employers (any persons or entities that have at least one employee) in the State of Maryland are required to obtain workers' compensation insurance from any insurance company licensed to write workers' compensation insurance, the Injured Workers' Insurance Fund or by becoming a self-insured employer (requires prior approval of the Workers' Compensation Commission). Persons or entities that have no employees are not subject to these requirements.

I hereby attest that I am in compliance with the Maryland Workers' Compensation Act as follows:

Insurance Company Name: Selective Insurance

Policy Number: WC 9114636

Dates of Coverage: 1/1/2024 - 1/1/2025

(OR)

I am not required to have workers' compensation liability coverage because:

Check one: ☐ I have no employees
☐ I am self-insured (include permit to self-insure)

(If you do not have workers' compensation insurance because you have no employees or are self-insured, you must provide The Town of Easton with a valid Certificate of Compliance issued by the Maryland Workers' Compensation Commission, in addition to executing this document.)

I swear and affirm under penalties of law that the information provided above is accurate and complete. I certify that I will promptly notify The Town of Easton if any of the information supplied above should change in any way. I certify that a valid workers' compensation policy will be kept in effect by me at all times unless I have no employees or I am validly self-insured per the requirements of the Maryland Workers' Compensation Act and that I will promptly notify the Town of Easton of any change in my status under the Maryland Workers' Compensation Act .

Nathan Irwin - Vice President Aquatic Resource
Restoration Company

Printed Name and Title

Name of Business

Signature

3/21/2024

Date

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

SUBCONTRACTOR LISTING

The following subcontractors will be employed by this contract:

Project Phase	Type of Work	Subcontractors name, address, phone number	Percent of Total Work
1	Survey, Engineering, Permitting, Monitoring	Sustainable Science, LLC 410 South Street, Denton, MD 21629	21.9%

Attach additional pages as necessary. Types of Work not listed indicated that the Bidder intends to perform the work with own force. If a type of work is to be awarded to a subcontractor but the company has not yet been identified, enter "to be determined" in the column for the subcontractors name.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned

Aquatic Resource Restoration Company, LLC

as Principal, and

Travelers Casualty and Surety Company of America

as Surety, are hereby held and firmly bound unto the Town of Easton, as OWNER, the penal sum of 5% (**5% of the Total Base Bid**) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 21st day of March, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to the Town of Easton a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD.**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any extension.

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

In WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above. Surety executing Bonds shall be a licensed agent in the State of Maryland.

Aquatic Resource Restoration Company, LLC

 (L.S.)
Principal

Travelers Casualty and Surety Company of America
Surety

By: 
Kari E. Hess, Attorney-In-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Maryland.

END OF SECTION



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

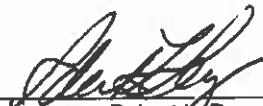
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Crystal M. Bennis, Karl E. Hess, Lindsey Holby, Tim M. Ziegler, Alex J. Kauffman, and John S. Olkowski, of York, Pennsylvania**, their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

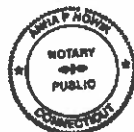
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st day of April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st** day of **March, 2024**.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



March 21, 2024

Town of Easton
Engineering Department
14 S. Harrison Street
Easton, MD 21601

Re: Glenwood and West Glenwood Stream Restoration Design-Build for the Town of Easton

Engineering Department:

The Environmental Systems Analysis, Inc. (ESA) and Coastal Construction Services LLC (CCS) Design-Build Team is pleased to submit a proposal for assessment, design, construction, and monitoring services for the Glenwood and West Glenwood stream restoration projects. We have also retained the services of Rauch, Inc. to complete field and as-built surveys. The ESA CCS Design-Build Team has thoroughly reviewed the Town of Easton Request for Proposal (RFP), Glenwood and West Glenwood Stream Restoration Design-Build, Addendums #1 and #2, attended the pre-bid meeting, and will comply with all terms and conditions stated in the referenced documents.

ESA and CCS have performed numerous design-build stream restoration projects together, spanning 13-years and with over 20 projects constructed. Recently, the ESA CCS Team completed final site plan approval, permitting and Critical Areas Commission authorization for the *Ecological Restoration and Waterfront Recreation Enhancement Master Plan and Implementation of Sandy Point State Park, South Beach*. Construction will start in the fall of 2024.

Our detailed technical and cost proposal can be found within the following enclosed approach and bid. The base bid includes design, permitting, construction, and three years of monitoring for the Glenwood and West Glenwood project sites in the RFP. We were unable to meet the \$423K maximum budget because the slope of West Glenwood is steep, has high velocities and shear stresses during storm flows, and would require several stone structures, including riffle weirs and cascades to meet design criteria. In order to meet the \$423K maximum budget, the ESA CCS Design-Build Team recommends completing the design and permitting of both project sites and construction of the West Glenwood for \$423K. The design would be competed in phases to allow for construction of West Glenwood first and construction of Glenwood once additional funds are obtained.

Please call or e-mail me at 301-775-4388 or mburchick@esatoday.com with any questions as we would be most pleased to elaborate on our approach and costing.

Sincerely,

Mark Burchick
ESA Principal / Senior Environmental Scientist
on behalf of ESA CCS Design-Build Team

Enclosures: Glenwood and West Glenwood Stream Restoration Design Proposal

Environmental Systems Analysis, Inc.
2141 Priest Bridge Dr. Suite 1 Crofton, MD 21114
ph 410.267.0495 www.esatoday.com

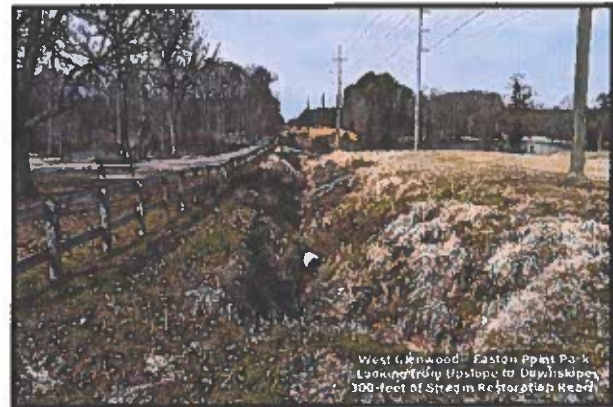
Response to Town of Easton, Engineering Department RFP

Glenwood and West Glenwood Stream Restoration Design - Build

March 21, 2024



Overview Photo of the Glenwood Project Site.



Overview Photo of the West Glenwood Project.

Prepared for:
Town of Easton, MD
Engineering Department
14 S. Harrison Street
Easton, MD 21601

Prepared by the Design-Build team of:
Environmental Systems Analysis, Inc.
2141 Priest Bridge Drive
Crofton, MD 21114

Coastal Construction Services, LLC
246 Charita Way
Severna Park, MD 21146



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APPENDICES

Appendix A: Key Staff Resumes

Appendix B: Example Projects and References

Appendix C: Concept Sketches

Appendix D: Proposed Project Schedule

Appendix E: Completed and Signed Proposal Form

Appendix F: Fully Executed Affidavits 1 and 2

1.0 EXPERIENCE AND COMMUNICATION

Environmental Systems Analysis, Inc. (ESA) is a women-owned small business that has provided natural resource management and ecological restoration services in the mid-Atlantic region since 1989. ESA provides a wide range of environmental consulting services, including watershed and site assessments, water quality monitoring, wetland delineation, permitting, natural resource management planning, mitigation, stream restoration, shoreline restoration, wildlife studies, construction management, and erosion and sediment control (ESC) inspection services.

Our team works closely together to provide our clients with innovative and cost-effective projects and solutions. We are prepared to mobilize and respond quickly to client requests and project needs. We have a strong record of performance serving private, non-profit, and government clients, including the U.S. Navy, U.S. Army, Maryland State Highway Administration (SHA), Maryland-National Capital Park and Planning Commission (M-NCPPC), Anne Arundel County, Baltimore County, Calvert County, the cities of Annapolis, Greenbelt, and Rockville, Fairfax County Park Authority, Arlington County, and Pennsylvania Department of Military and Veteran Affairs.

ESA has prepared hundreds of thousands of linear feet of stream restoration designs for freshwater and tidal streams in coastal plain and Piedmont regions. ESA's stream restoration services include fluvial geomorphology studies, natural channel design, stream valley restoration, analytical design, regenerative step pool storm conveyance (SPSC), legacy sediment removal, outfall repair, and bioengineering. We provide related services such as NDPES/MS4 permit/TMDL loadings and credit determination, wetland delineation, functional uplift assessment, avoidance, and minimization, permitting, construction management and performance monitoring. ESA collaborates closely with the contractors throughout the construction process to ensure that the stream design was constructed according to the plans and any issues were resolved quickly.

Coastal Construction Services, LLC (CCS) is a full service Navy veteran owned environmental construction company specializing in stream restoration, wetland creation/mitigation, shoreline re-establishment and stormwater management installation. CCS has over 32 years of experience in construction and construction management with a focus on ecological and environmental construction in Maryland since 2012. Our years of experience, and knowledge of local regulatory agencies and personnel, help us deliver projects on-time and on-budget. CCS is a Maryland Licensed Marine Contractor, License No. 330(E). CCS has worked with ESA on several projects, providing stream restoration, shoreline stabilization, and wetland creation services to NAVFAC and land development clients.

The **Environmental Systems Analysis, Inc. (ESA)** and **Coastal Construction Services, LLC (CCS)** **Design-Build Team** have over 13 years of experience working together to design and construct successful stream restoration projects throughout Maryland and Virginia. Prior to design, the ESA CCS Team ensures that all permissions have been received from property owners where stream restoration or access needed for stream restoration is proposed. We have held public meetings to review proposed designs and answer questions from property owners or other stakeholders. Property owners are notified in advance of accessing their properties for stream assessment, surveys, or construction work. Effective communication with property owners and stakeholders is essential to a project's success. Notice of Intent (NOI) is issued as part of the permitting process.

We collaborate throughout the concept, draft, final design stages to ensure that our stream restoration designs are constructable and within budget. Rauch Engineering will join our team for survey services to include an existing conditions survey to be completed early in the design phases and an as-built survey to be completed immediately following construction. The ESA CCS Team has worked with Rauch on several stream restoration projects. The ESA CCS Team has a proven track record of successfully completing multiple environmental construction projects, including projects at Naval Academy, Webster Field Annex, Naval Surface Warfare Center Indian Head Division, and Naval Air Station Patuxent River. The ESA CCS Team has selected key staff with the relevant experience and successful past performance of prior Design-Build services. Resumes are provided in **Appendix A** and example projects and references are provided in **Appendix B**.

2.0 DESIGN NARRATIVE

2.1 Background

The Glenwood and West Glenwood proposed stream restoration projects are located in the Town of Easton, Talbot County, Maryland. Glenwood (Reach 1) is located to the South of Easton Elementary School and is bordered by Glenwood Avenue to the southeast and an MD State Highway Administration Right-of-Way to the northwest. West Glenwood (Reach 2) begins near the intersection of Wayman Avenue and Flood Avenue and ends at the Tred Avon River which is a tributary to the Choptank River. Both streams drain to the Tred Avon, which is within the Lower Choptank watershed, MDE 8-digit watershed number 02130403 and Federal Watershed HUC11, 02060005220. Desktop assessments shows that there are Freshwater Emergent Wetland Freshwater Forested/Shrub at the Glenwood project site (National Wetlands Inventory) and tidal wetlands near the Tred Avon River at the West Glenwood project site (MD DNR, MERLIN). Both streams are located within the Critical Area Intensely Developed Area (IDA) and will require approval of the Critical Area Commission. The proposed reaches are Maryland Designated Use Class I: Water Contact Recreation, and Protection of Nontidal Warmwater Aquatic Life.

2.2 Goals and Objectives

The design objectives are to use natural stream design techniques to reduce vertical and lateral instability, improve bedform diversity, reduce sediment and nutrient loads, promote greater floodplain connectivity, and to enhance riparian habitat with native species.

2.3 Stream Assessment

The ESA CCS Design-Build Team completed preliminary desktop and field assessments that were needed to prepare the conceptual design and cost estimates. Upon contract award, our design team will expand upon the data that has been collected to date and is summarized as follows.

Prior to conducting the geomorphic assessment, the ESA CCS Design-Build Team will collect additional data for a final desktop review. Project review requests will be submitted to Maryland Department of Natural Resources (MD DNR) and Maryland Historic Trust (MHT) to assess if rare, threatened, or endangered species as well as cultural resources are known to occur within the project. The MD DNR Aquatic Resources Pre-Screening tool will be reviewed for potential impacts and time of year restrictions. Wetland delineations will be performed to identify wetland types and boundaries.

A geomorphic assessment will be conducted to obtain existing conditions data on bankfull discharge, channel dimension, channel stability, and bed material. Data collection and analysis methodologies will be based on the Levels I through III described in *Applied Fluvial Morphology* (Rosgen, 1996) and *Watershed Assessment of River Stability and Sediment Supply (WARSSS)* (Rosgen, 2006). Data will be collected and analyzed using RiverMorph© to determine geomorphic parameters, Rosgen classification, vertical and lateral stability, and sediment supply/entrainment. Coastal plain regional curve relationships will be used to verify field indicators. HEC-RAS will be used to predict water surface elevations, channel velocities, and shear stresses.

The Bank Assessment for Non-Point Source Consequences of Sediment (BANCS) method will be used to calculate sediment loading from the project area and to estimate sediment and nutrient reduction credits as described by the Consensus Recommendations for Improving the *Application of the Prevented Sediment Protocol for Urban Stream Restoration Projects Built for Pollutant Removal* (Atland et al., 2020). The Equivalent Impervious Area (EIA) for each reach described in *Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated* (MDE, 2020) will be determined based on pollutant load reductions and impervious area within the drainage area.

A function-based rapid stream assessment will be conducted using the USFWS Final Draft Function-Based Rapid Stream Assessment Methodology (Starr, et al. 2015) to assess the current condition of the site and to compare results to conditions that would be achieved through proposed stream restoration designs. Results of the stream assessment, TMDL credits, HEC-RAS models, and design narrative will be included in the design report. Additionally, the projects will be entered into Field Doc (<https://www.fielddoc.org/>).

2.4 Proposed Design

GISHydro was used to determine watershed characteristics for the Glenwood project site, including the drainage area which is approximately 0.13 square miles with 54.2 percent impervious surface (GISHydro May, 2022). The stream slope is 0.0045 ft/ft slope. For the Glenwood project site, stream restoration is proposed for 310 linear feet beginning at the Glenwood Avenue culvert. The project will primarily occur on 503 Glenwood Avenue and the Board of Education of Talbot County properties, with minimal grading on the 505 Glenwood Avenue property. The stream centerline will be shifted away from the residential properties. The right bank facing downstream will be graded to allow the stream to connect to its floodplain. Coarse woody debris will be incorporated into the floodplain and channel. The existing rip rap along the left bank and trees removed to relocate the channel will be used to provide channel protection. Willow stakes will be installed along the toe of slope to provide habitat, vegetation coverage, and bank stabilization.

GIS data was used to determine watershed characteristics for the West Glenwood project site as this stream does not appear in GISHydro. West Glenwood has a drainage area of 0.008 square miles with 62.10 percent impervious surface. The stream slope is 0.048 ft/ft. For the West Glenwood project site, stream restoration is proposed for 290 linear feet beginning at the West Glenwood Avenue culvert. The project is located entirely on Municipal Public Works Town Of Easton Property. The proposed channel alignment will follow the existing channel with the exception of where it will be shifted slightly to avoid existing asphalt path. A Step Pool Stormwater Conveyance Systems (SPSC), consisting of riffle weirs and pools, is proposed to provide local lifting of the channel invert to increase access to the floodplain during storm flows and to enhance riffle habitat. The proposed riffle weirs will provide grade control and raise the

existing invert to re-establish connection with a low bank which will reduce the level of incision and entrenchment. Pools will be created in the voids between the riffle weirs. The riffle weirs will be installed at approximately every foot decrease in elevation to protect the channel invert and minimize the chances of headcuts. The riffle weirs consist of Class I, Class II, and Class III stone, and stream bed material (sand, gravel, and cobble). The proposed cut from installing these structures will be used to help balance the fill needed in the other reaches and lower construction costs. Three cascades are proposed to achieve the desired elevations. The cascades will be primarily constructed of Class III stone due to the higher velocities and shear stresses that are associated with these structures. Pools located downstream of the cascades will dissipate energy. The fence will be removed.

For both sites, plantings and stabilization materials will be selected to withstand the bankfull shear stress, as well as the 2-, 10-, and 100-year storms. The entire limit of disturbance (LOD) will be stabilized and planted with native vegetation. Coconut fiber soil stabilization matting, BioD-Mat® 70, which has a permissible shear stress of 4.5 lbs/ft² and a permissible velocity of 12 ft/s, will be installed on graded stream banks to provide protection while seed and native plantings become established. Concept sketches are provided in **Appendix C**. Preliminary design discharges and channel dimensions are provided on the concept plans.

2.5 Potential Risk

Potential risks that may affect cost, schedule, or project success include delays in obtaining landowner permission, unknown utilities and environmental features, and delays in obtaining environmental and erosion and sediment control permits.

2.6 Avoidance and Minimization of Risk

The ESA CCS Design-Build Team has established several checks and balances throughout the design process to minimize risk related to costs, schedule, and project success. The ESA CCS Design-Build Team performed a preliminary avoidance and minimization analysis to document all existing natural resources and selected a stream restoration design that minimizes impacts to these resources. Two stream restoration design approaches were evaluated for each site. The first approach was Priority 1 channel relocation, which involves the creation of a new channel within the floodplain, and the abandonment of the existing channel. This approach was preferred for the Glenwood project site as this site has a relatively flat slope and is stable immediately downstream. This channel has lateral instability in the form of bank erosion, but not vertical instability and grade control is not needed. The installation of cascades and riffle weirs within the existing channel to minimize grading and tree loss was preferred for the West Glenwood project site as this channel is much steeper and has lateral and vertical instabilities, in which bank protection and grade control are needed. The channel will be relocated minimally to avoid infrastructure.

The proposed Limit of Disturbance (LOD) will provide for efficient construction (i.e., enough area for staging/stockpiling, erosion and sediment control practices and devices, haul roads/movement corridors, and tie-out of all proposed grades), while protecting and avoiding trees, wetlands, structures, and other sensitive features. The cost estimate provided in **Appendix E** reflects all costs associated with the design and build of the Glenwood and West Glenwood project sites.

Upon contract award, we will perform a field-run survey that will include the locations of all trees 12 inches in diameter and larger, 1 foot topography, and infrastructure to verify existing conditions and finalize the

avoidance and minimization study prior to developing the Draft Design. A wetland delineation will be conducted prior to design development. Trees and wetland boundaries will be verified in the field to avoid to the fullest extent possible.

The ESA CCS Design-Build Team will work with the Town of Easton on obtaining landowner approvals. Meetings will be held onsite with stakeholders, including regulatory agencies, to address any concerns early in the design process.

2.7 Invasive Plant Management

The ESA CCS Design-Build Team will manage invasives through construction. ESA has a certified pesticide applicator, Jim Crumrine, on staff that will perform these services. Jim has over 30 years of experience as an environmental technician in which his duties include plant identification, wetland delineation, forest stand delineation, and stream geomorphic assessments. His field skills and experience ensure that only invasive species are targeted with herbicide. Roundup Custom is the preferred herbicide and is formulated to be used within both wetlands and upland conditions.

2.8 Monitoring

The ESA CCS Design-Build Team will conduct three years of monitoring to include visual inspection of the stream, cross section surveys, slope measurements, photo documentation, and monitoring reports. Monitoring is proposed to be conducted in post-construction years 1, 3, and 5. Annual monitoring reports will be submitted in October of the monitoring year.

3.0 DELIVERABLES AND SCHEDULE

Design-Build deliverables include an existing conditions field survey, design report, design plans (concept, preliminary, and final), permits and approvals, construction cost schedule of values, full construction services, as-built survey, and three years of monitoring with annual monitoring reports. A schedule that outlines all tasks and deliverables is in **Appendix D**. Completed and signed proposal forms including costs are in **Appendix E**. Fully executed Affidavits 1 and 2 and the Bid Bond are in **Appendix F**.

Appendix A:
Key Staff Resumes

Amy Hennessey

Principal / Senior Environmental Scientist

Role: Stream Restoration Design



esa
NATURAL RESOURCE MANAGEMENT
ECOLOGICAL RESTORATION

Education

BS/1997/Biology/University of Maryland
at College Park
MS/2001/Environmental Science
Johns Hopkins University

Registrations/Certifications

2006/Wildland Hydrology/Applied Fluvial
Geomorphology/Wildland Hydrology/River Morphology
and Applications
2007/Wildland Hydrology/River Assessment and
Monitoring
2007/Anne Arundel County Design and Construction of
Coastal Plain Outfalls
2018/State of Maryland Erosion and Sediment
Control/Certification No. RPC011953
2019/Maryland Climate Leadership Academy Courses
2022/Heart Saver First Aid, CPR, AED
2024/Maryland Department of Natural Resources MBSS
Spring Sampling Certificate
2023/Maryland Department of Natural Resources MBSS
Physical Habitat Sampling Certificate
2024/ Maryland Stream Restoration Association Member
Certificate of Boating Safety Education

Years of Experience

With ESA: 23
With Other Firms: 4

Professional Overview:

Ms. Hennessey is a project manager and senior environmental scientist with over 26 years of experience in watershed assessment, tidal and non-tidal water quality monitoring, and the assessment, restoration design, and monitoring of streams. Project management duties include preparing proposals, meeting with clients, developing project schedules, training field crews, coordinating with team members and stakeholders, attending client and regulatory meetings, providing quality control, and ultimately ensuring that projects are completed on time and within budget.

Ms. Hennessey is trained in geomorphic survey methods and uses RIVERMorph® to aid in stream data classification and analyses, GISHydro to assess land uses and watershed, and HEC-RAS to evaluate the hydraulics. Ms. Hennessey compiles and analyzes data for functional uplift assessments and computes sediment load reductions for potential TMDL credit using Bank Assessment of Non-point source Consequences of Sediment (BANCS) methods. She is experienced in evaluating stream potential, developing restoration goals, using the latest techniques to achieve goals, and developing monitoring programs to determine the success of restoration projects. Ms. Hennessey develops stream restoration design plans using Natural Channel Design (NCD) and step pool storm conveyance (SPSC) techniques. She obtains local, state, and federal approvals and permits for projects located throughout the Mid-Atlantic region. She is experienced in watershed analyses to document sources of erosion, sediment,

and pollutants. She develops implementation plans for local jurisdictions to address Stormwater Wasteload Allocations (WLAs) and comply with NPDES MS4 permit and Chesapeake Bay TMDL requirements.

Selected Project Experience:

Naval Air Station Patuxent River (NAS PAX) Gardiner's Run Watershed Stream Restoration, 2019 – 2024. Project Manager / Senior Environmental Scientist. Performed a stream assessment, including EPA RBP and MD DNR MBSS habitat assessments, and developed concept and final design plans for 838 linear feet of stream restoration. Compiled and analyzed data for the functional uplift assessment, computed sediment load reductions for potential TMDL credit using the BANCS methods, and prepared the H&H report, which included HEC-RAS models. The design plans arrested an 8-foot headcut that was migrating using a cascade and a weir pool system that provided water quantity control. Performed construction management services to include contractor supervision and preparing and obtaining approval for redline revisions. The design was prepared in phases to accommodate funding cycles. Phase I was constructed in 2020 and is performing as design. Phase II will be constructed in 2024.

Black Horse Flag Farm (Hickman Farm), ShoreRivers, Kent County, MD, 2021. Project Manager / Senior Environmental Scientist. Completed stream assessment and watershed analysis

for an unnamed tributary to the Chester River. The project involved grading 5,900 linear feet (1.1-miles) of the existing grass swale and installing a series of clay plug check dams and agricultural crossings to intercept ground and surface water creating a wetland environment. This project created 14.8 acres of additional wetlands. Performed H&H modelling to determine existing and design discharges. Sized weir dimensions and selected materials to accommodate the design discharges. Coordinated with USACE, MDE, Kent County, and USDA Natural Resources Conservation Service (NRCS) on permitting and approvals. Prepared plans in accordance with NRCS Wetland Restoration Code 657 and Critical Area Planting Code 342. Prepared Wetland Restoration 657 report with all submittals.

Bull Branch Watershed Assessment and Plan Development, Patapsco Heritage Greenway, Catonsville, MD, 2022. Project Manager / Senior Environmental Scientist. Provided a watershed-wide approach to identify stormwater treatment Best Management Practices (BMP) and stream restoration opportunities. Identified the degree and extent of problems in the stream corridor. Identified and prioritized stream restoration and BMP retrofit opportunities. Completed geomorphic, functional uplift, and BANCS assessments in stream restoration reaches. Provided quality assurance/quality control for data collection and entry. Prepared report and oversaw the preparation of report graphics. Presented at public meetings.

Cedar Branch Stream Restoration, Baltimore County Dept. of Environmental Protection and Sustainability, Baltimore County, MD, 2014-2022. Senior Environmental Scientist / Construction Inspector. Assisted with Rosgen Levels I-III geomorphic data collection for Cedar Branch stream assessment. Performed construction management services, including prepared inspection reports with photographs. Coordinated with Gannett Fleming (prime design engineer), construction contractor, and Baltimore County.

Naval Research Laboratory, Chesapeake Bay Detachment Stream Restoration, Calvert Count, MD, 2020. Project Manager / Senior Environmental Scientist. Prepared stream restoration plan to restore approximately 1,816 feet of an eroding coastal plain stream. Conducted a Rosgen Levels I through III geomorphic assessment that included surveying channel cross-sections, longitudinal profiles, and particle sampling. Determined bankfull discharge and identified and prioritized restoration areas. Developed a design that used natural stream channel design techniques to reduce vertical and lateral instability, improve bedform diversity, reduce sediment and nutrient loads, promote greater floodplain connectivity, and enhance riparian habitat with native species. Performed functional uplift assessment and avoidance and minimalization analyses. Modeled existing and proposed stream conditions using HEC-RAS and prepared H&H report. Coordinated pre-application and pre-construction meetings. Prepared Joint Permit Application and Notice of Intent. Obtained state and federal permits. Coordinated with contractor to provide oversight during construction.

NSF Carderock Stream Restoration Assessment, Design, Permitting, and Construction Management, Naval Facilities Engineering Command, Montgomery County, MD, 2020. Project Manager / Senior Environmental Scientist. Conducted a Rosgen Levels I through III geomorphic assessment for 2,925 feet of an urban Piedmont stream and prepared a restoration design. Assessment work consisted of surveying channel cross-sections, longitudinal profiles, and particle sampling. Determined bankfull discharge and identified and prioritized restoration areas. Developed a design to improve stream stability, enhance habitat, and improve riparian buffers. Used BANCS to calculate nutrient and sediment reductions achieved by the restoration design. Modeled existing and proposed stream conditions using HEC-RAS and prepared H&H report. Coordinated pre-application meetings and prepared Joint Permit Application. Prepared report that included HEC-RAS models. Obtained state and federal permits. Coordinated with contractor and provided construction management services, such as field adjustments and redline revisions.

LPAX – Russett Community Watershed Planning, Anne Arundel County Watershed Protection & Restoration Program, Laurel, MD, 2019. Senior Environmental Scientist. Conducted rapid watershed and geomorphic assessments to document the condition of 13,500 linear feet of stream channels. Analyzed field-collected data and prepared final report. Identified and prioritized proposed restoration/retrofit project areas.

Clarksburg Village Compensatory Stream Mitigation Design, Montgomery County, MD, Clarksburg Village, LLC, 2017. Project Manager / Senior Environmental Scientist. Conducted a Rosgen Levels I through III geomorphic stream assessment and developed natural channel design for a second-order tributary to Little Seneca Creek, located in the Montgomery County Special Protection Area. Developed design parameters to minimize tree loss and wetland impacts. Prepared final restoration design plans using the NCD approach. Proposed restoration measures included riffle grade control and soil lift bank revetments. Coordinated with engineers and federal, state, and county agencies to obtain permits and approvals.

TMDL Implementation Plan for Bacteria and Targeted Site Biological Monitoring for the 2014 Index Period, Anne Arundel County, MD, Anne Arundel County Department of Public Works, 2016. ESA Project Manager with AECOM. Managed staff for the development of the Bacteria TMDL Implementation Plan for 19 watersheds in Anne Arundel County. Supervised comprehensive literature review, modeling of bacteria loads using Watershed Treatment Model, and cost-benefit analysis to help the County meet their TMDL stormwater waste load allocations as required in the County's NPDES MS4 Permit. Developed project schedules to ensure that all deadlines will be met. Provided quality assurance of field collected data and calculated benthic and habitat metrics to determine stream condition according to the Anne Arundel County.

Brian Wolfe, LA
Landscape Architect
Role: Stream Restoration Design



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NATURAL RESOURCE MANAGEMENT
ECOLOGICAL RESTORATION

Education

MLA/2005/LA/Virginia Tech
BS/1996/Environ. Resources Penn State

Registrations/Certifications

Professional LA, MD License #3752 (2013)
Chesapeake Bay Landscape Professional
Master Watershed Steward
MD E&S Certification No. RPC009554
MD SHA E&S (Yellow Card) 20-189
Heart Saver First Aid, CPR, AED

Years of Experience

With ESA: 8
With Other Firms: 10

Professional Overview:

Mr. Wolfe is a Registered Landscape Architect with 18 years of experience in the engineering, planning and design industry for both private and public entities. He specializes in designing, developing, and reviewing ecological restoration plans for stream, wetland, and shoreline restoration projects. As a skilled designer, he analyzes data and develops restoration and landscape plans. Mr. Wolfe has been instrumental in several stream and shoreline restoration projects for TMDL and MS4 credits by preparing grading and sediment and erosion control plans, planting plans, and obtaining the necessary permits. He has extensive experience in the use of AutoCAD Civil 3D 2020 drafting software, ArcGIS mapping Software, and Adobe Creative Suites programs. He is also experienced in the preparation of Forest Stand Delineations and Forest Conservation Plans, site layout, grading and landscaping, and the preparation of rezoning and Master Plan application packages. He has worked on several restoration projects for Anne Arundel County DPW, performing numerous work tasks such as collecting field data, reviewing modeling results, and preparing environmental mapping, grading plans, sediment control plans, and planting plans.

Selected Project Experience:

Landscape Architect - Fishing Point Shoreline Stabilization Design, NAS Patuxent River, MD (2018-2020). Fishing Point Shoreline located along the Patuxent River currently consists of approximately 500 feet of cobble beach and an additional 500 feet of shoreline that is exhibiting high rates of erosion with vertical banks, fallen trees, and exposed Pyramat stabilization matting. Prepared design in AutoCAD Civil 3D, which includes reinforcement of the cobble beach and the creation of approximately 0.3 acres of low and high marsh protected by a stone sill and headland protection structure. A sand and cobble mix were designated as the marsh planting media to increase resistance to further erosion. Coastal plantings were placed on slightly steeper slopes behind the marsh to add additional support. Many variables were considered during the design including future sea level rise.

Landscape Architect - Jabez Tributary 3 Stream Restoration, Anne Arundel County DPW, Bureau of Watershed Protection & Restoration, Millersville, MD (2016-Present). Provided stream assessment and design services for the restoration of 2,600 linear feet of stream channel. Performed stream assessment to document geomorphic characteristics. Prepared a concept design to stabilize the channel using valley restoration and regenerative storm conveyance (RSC). Developed the concept into grading plans based on 2-D stream flow modeling results. Prepared the grading plan set including construction details, erosion & sediment control, and planting plans in AutoCAD Civil 3D.

Landscape Architect - Russett Community Stream Restoration, Anne Arundel County DPW, Bureau of Watershed Protection & Restoration, Laurel, MD (2018-Present). Conducted a watershed assessment of the 0.6-acre Russett community watershed, including 13,500 feet of streams, as part of a restoration project for compliance with the county's NPDES permit. The site assessment utilized Stream Corridor Assessment protocols and involved site visits to survey the watershed and identify potential water quality hazards and opportunities. Conducted a Limited Environmental Site Review that involved review of environmental regulatory records and historical aerial photos. Assisted in drafting a preliminary stream restoration design based on field observations and stream modeling. Currently working on schematic design development for regenerative storm conveyance (RSC) and valley restoration.

Landscape Architect - Stream Restoration at Naval Research Laboratory, Naval Facilities Engineering Command, Chesapeake Beach, MD (2017-2020). Performed site assessment and design work for the restoration of 1,800 feet of eroding stream bank. The assessment included longitudinal profile and cross section measurements and the preparation field maps identifying design constraints and opportunities. Performed a TR-55 assessment to determine stormwater flows and developed plans to include the use of riffle / weirs and re-grading techniques to stabilize the stream channel. Prepared the final grading, erosion & sediment

control, and planting plans in AutoCAD Civil 3D. Coordinated with MDE on obtaining final Erosion and Sediment Control approval.

Landscape Architect - Stream Restoration at Naval Support Facility Carderock, Naval Facilities Engineering Command, Carderock, MD (2015-2019). Designed a restoration plan for 2,723 feet of stream. Used AutoCAD Civil 3D to prepare construction plans. The design involved grading the channel to improve flow, and utilizes step pools, cascades, and revetments to address bank erosion. Coordinated with permitting agencies and submitted Joint Permit Application (JPA) to MDE. Obtained state/federal authorizations, including erosion and sediment control plan approval and waterway impact authorization. Prepared construction cost estimate.

Landscape Architect - Croydon Creek / Calvin Park Stream Restoration City of Rockville, Montgomery County, MD (2016-Present). Landscape Architect for a community stream restoration project with potential TMDL credit. Assisted with the field collection of geomorphic stream data including longitudinal profile and cross-sectional measurements. Used AutoCAD to develop design plans for 3,400 feet of stream to include step pool storm conveyance, riffle grade controls, and stream bank stabilization measures. The design involved creating a grading plan that improved flow and incorporated all proposed features while minimizing disturbance to adjacent trees. Cross sections, stream profiles, construction details and erosion and sediment control plans were also prepared, as well as cost estimates.

Landscape Architect - Pine Hill Run Stream Restoration, Design, and Permitting, NAVFAC Washington, NAS Patuxent River, MD (2016-2018). Landscape Architect developed concept and final design plans for 120 linear feet of stream restoration. Used AutoCAD Civil 3D to prepare draft (25%), pre-final (75%), and final (100%) construction plans. The purpose of the design was to arrest an active head-cut. Obtained state/federal authorizations, including erosion and sediment control plan approval and waterway impact authorization.

Landscape Architect - Lakeland Stormwater Outfall Improvements, Anne Arundel County, MD (2015-2022). Prepared an outfall stabilization and stream restoration plan for approximately 1,000 feet of stream. The design involved using a step pool storm conveyance (SPSC) system in combination with cascades to stabilize a degraded stream originating from two existing outfalls. AutoCAD Civil 3D was used to prepare the design iterations, including conceptual, schematic, and final designs. A forest stand delineation was conducted to assess the forest condition and a planting plan was created to replace lost vegetation. Disturbance to the high-quality forest was minimized.

Jim Crumrine

CADD Operator / Natural Resources Technician

Role: Stream Monitoring / Invasive Plant Management



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Education

Wildland Hydrology, River Morphology and Applications Certificate
Wildland Hydrology, Applied Fluvial Geomorphology Certificate
Front Range Community College / CO, Beginning AutoCAD Certificate

Registrations/Certifications

MD DNR MBSS Spring Sampling Certificate
MD DNR MBSS Physical Habitat Sampling Certificate
MD DNR MBSS Fish Crew Leader Certificate
MD/MDE/Erosion and Sediment Control Certificate
MD/MD SHA/Yellow Card No. 20-181
MD/MDA/Pesticide Applicator License No. 32490-90512

Years of Experience

With ESA: 27
With Other Firms: 32

Professional Overview:

Mr. Crumrine is a skilled designer, analysing data and developing restoration and landscape plans. He has extensive experience in the use of AutoCAD Civil 3D 2020 drafting software, ArcGIS mapping Software, and Adobe Creative Suites programs. He is also experienced in the preparation of wetland and forest stand delineations and forest conservation plans, site layout, grading, and landscaping. He has worked on numerous restoration projects, collecting field data, and preparing environmental mapping, grading plans, sediment control plans, and planting plans, plan sets and reports. Jim is ESA's lead surveyor and leads all invasive plant management services, having right-of-way and aquatics certifications.

Selected Project Experience:

Clarksburg Town Center, Elm Street Development, Invasive Species Management, Clarksburg, MD (2018-Present).

Supervisor and Herbicide Applicator. Performs invasive species management including tree and vine cutting, stump application of Garlon 3a, removal, and chipping in a 0.89-acre stormwater management area. Conducts hack and spray, cut and foliar treatments on multiflora rose, bush honeysuckle, Japanese honeysuckle, privet, raspberry, English ivy, wintercreeper and porcelain berry. Supervises plantings of native trees and shrubs.

MDOT MTA Purple Line, Sligo Creek at Wayne Avenue Bridge, Silver Spring, MD (2023-Present).

Fish Crew Leader. Completes fish relocation prior to dewatering activities. Installs metal fencing and posts per details and specifications. Performs double-pass sampling using and following rain events following the latest *MD Biological Stream Survey Sampling Manual Field Protocols*. Documents fish and invasive species.

Cabin Branch Residential, Tri Pointe Homes, Erosion and Sediment Control Inspections, Clarksburg, MD (2018-Present).

Construction Inspector. Prepared weekly erosion and sediment control inspections to ensure that approved E&S devices were installed and working as designed. Prepared reports detailing the site visit, failures, repairs, and recommendations to ensure all sediment was contained within the LOD.

MD SHA Contract No. MO5365187 Intersection Improvements, MD 355 and West Old Baltimore Road, Clarksburg, MD (2020).

Environmental Inspector. Performed stream restoration and erosion and sediment control inspections. Assisted Foreman/Contractor with maintenance of stream flow, in-stream work, channel grading, installation of stream restoration techniques and plantings, and other related services at the direction of the Engineer and Contractor. On-site always during stream construction work and participated in pre- and post-construction coordination meetings and activities. Received 4.0 – 4.5 (average 4.2) scores equal to A, Excellent Rating.

Tivoli Boulevard Con Span Stream Crossing, Poplar Run Residential, Winchester Homes (2017).

Construction Inspector. Conducted on-site construction management services for a stream restoration project associated with the installation of the Bel Pre Creek Road crossing. The project included channel relocation and reconstruction using riffle grade control structures, and required considerable coordination with the contractor, owner, and regulators.

Mark Burchick

Principal / Senior Environmental Scientist

Role: Delineation/Permitting/Construction Management



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ECOLOGICAL RESTORATION

Education

BS, 1978, Natural Resources
MS, 1984, Natural Resources
MS, 1991, Natural History

Registrations/Certifications

Qualified Forestry Professional, MD, 1992
FAA Unmanned Aircraft Licensed Pilot
Heart Saver First Aid, CPR, AED

Years of Experience

With ESA: 24
With Other Firms: 20

Professional Overview:

Mr. Burchick, an expert botanist, specializes in the development and implementation of natural resource management plans and supporting studies and surveys including wetland delineations, natural resource inventories, forest stand delineations, rare plant surveys, stream and watershed assessments, and wildlife and fisheries studies. Mr. Burchick is currently responsible for the management of multi-disciplinary natural resource scientists, support personnel and projects, providing environmental, natural resource management and ecological restoration services to civil engineering, legal, governmental and land development clients.

Selected Project Experience:

Black Horse Flag Farm, Kent County, MD (2020-2021). ESA performed a wetland delineation, stream survey, soil analysis, and hydrologic modelling along an unnamed tributary to the Chester River. ESA then prepared preliminary and final design plans for an agricultural stream valley restoration, desynchronization of flood flow and wetland creation project. The final plan set was used to secure construction bids and all necessary permits and approvals. ESA worked extensively with the client and USDA Natural Resources Conservation Service on the completion of this project, in compliance with NRCS Wetland Restoration Code 657 and Critical Area Planting Code 342. The project involved grading 5,900 linear feet (1.1-miles) of the existing grass swale and installing a series of clay plug check dams and agricultural crossings to intercept ground and surface water creating a wetland environment. In total, the project resulted in the creation and enhancement of approximately 14.8 acres of additional wetlands.

Hurry Farm, St. Mary's County, MD (2022-2023). Working with the law firm of Marc Cohen and farm landowner, ESA resolved issues related to wetland and wetland buffer encroachment impacts due to the expansion of a farm maintenance yard and outbuildings. This project required ESA to work through the NRCS, Soil Conservation District (SCD) regarding compliance with the Food Securities Act protocols for wetland delineation. ESA worked with SCD to adjust the farm plan, develop an acceptable wetland mitigation plan, and resolve encroachment issues.

Denton and Federalsburg Aquacon, Caroline County, MD (2020-2022). ESA assisted with a feasibility study to evaluate two farms to be considered for salmon aquaculture. Our study parameters

included natural resource inventory, forest stand delineation, critical areas compliance, rare, threatened, and endangered species review, nesting bald eagle survey (time-of-year-restrictions), nontidal and tidal wetlands/waters delineation, submerged aquatic vegetation (SAV) survey, preliminary jurisdictional determination and pre-application meetings with the U.S. Army Corps of Engineers and Maryland Department of the Environment. One of the two farm locations included man-made, public drainage assessment (PDA) swales that are managed/served with regularity to ensure positive drainage. The PDA waters were not considered jurisdictional and required relocation to support the footprint of large buildings necessary for aquaculture. Our deliverable natural resource amenity versus constraints mapping with all applicable buffer setbacks, allowed the design team architects and engineers to improve design to avoid and minimize regulatory impacts.

Holly Beach Farm, Environmental Master Plan, Anne Arundel County, MD, (2021-Present). Project Manager. ESA is responsible for surveying the environmental conditions and developing a stewardship plan for the 300-acre Holly Beach Farm, located in Annapolis, Maryland. The land includes three miles of tidal waterfront and is surrounded by the Chesapeake Bay proper, Whitehall Bay and Meredith Creek. A conservation easement encumbers the property and guides the environmental conditions study and stewardship plan. The stewardship plan includes: a description of the conservation easement encumbrances and mission; natural resources inventory, forest stand delineation, specimen tree survey; a map and description of natural community types; non-tidal and tidal wetland delineation and classification; rare, threatened, and endangered plant and animal species survey; spring ephemeral wildflower survey; invasive plant species survey, restoration prioritization and management approach; vernal and permanent pool retrofit; tidal shoreline survey, restoration prioritization, design options and permitting; an updated Farm Plan recorded with the County Soil Conservation District

Timber stand improvements, invasive plant management, roadway and drainage improvements and meadow creation projects are presently underway. The farm has a 9.17-acre freshwater pond located at Hackett Point, which until now, has no baseline of information. ESA has performed a bathymetric survey mapping the depth of the pond. Water quality analytics have included, salinity, dissolved oxygen, temperature, with

comparisons to the adjacent tidal waters. A creel survey was performed to describe fisheries of the freshwater system. Underwater soil borings were performed to document the presence/absence of a clay liner within the pond. ESA is presently managing two contracting teams that are removing large aggregates of non-native plants including wisteria, bushkiller, privet, autumn olive, scabrida bamboo, Phragmites and English ivy. The ESA environmental conditions report will include identification of natural resource threats, concerns, and hazards, and prioritizing on-going research and management operations.

Sandy Point State Park, South Beach, Ecological Restoration and Waterfront Recreation Enhancement Master Plan and Implementation, Anne Arundel County, MD (2021-Present). Project Manager. ESA is part of a design team currently preparing an Ecological Restoration and Waterfront Recreation Enhancement Master Plan and Implementation for the 32-acre, South Beach portion of Sandy Point State Park, located in Annapolis, Maryland. Project funding for the design/build comes through a National Park Service grant to the Chesapeake Conservancy and Maryland Park Service, Department of Natural Resources. ESA performed a series of field studies to develop an understanding of amenities versus constraints for site development, including a natural resources inventory, forest stand delineation, specimen tree survey, tidal and non-tidal wetland delineation and classification, natural community types, natural history observations, and an outline of regulatory permit requirements. Work includes the design for beach enhancement, primary dune restoration, wetland creation and restoration, pollinator meadow establishment, tree and forest planting, bay-scaping, trail construction and outdoor education interpretive themes. ESA evaluated the stability of the existing shoreline protection on site, reviewed historical shoreline maps and rates of erosion on Maryland Coastal Atlas. Reviewed littoral drift maps, assessed nearshore conditions including substrate, water depth, fetch, wave environment.

Frederick Douglass Park on the Tuckahoe and Moore Nature Preserve, Master Plan and Interpretation Plan, Talbot County Department of Recreation, Parks, and Tourism, (2019-Present). Project Manager. Conducted natural resources inventory of the 107-acre park, RTE environmental review, forest stand characterization, wetlands/waters delineation and classification, natural resource interpretive themes, pollinator meadow design, trail layout including fresh tidal waterfront access, kayak/canoe launch, guided boat tour for design team, boardwalk, pedestrian bridge crossings and wetland permitting.

Cosca Regional Park Master Plan Studies and Natural Resources Inventory, M-NCPPC, Prince George's County, MD (2019-2021). Project Manager. Managed a comprehensive NRI, FSD, specimen tree inventory and RTE species survey for the 800-acre Cosca Regional Park, located in Clinton, MD. Created mapping overlays included property boundary, 2-foot contours, steep slopes, soil descriptions, roads and authorized park trails, forest stand types and their data stations, 100-year floodplain, wetlands/waters

classification, and wetland buffers, wetland of special state concern, forest interior and locations of RTE plant species.

Chapel Point Park, Design Services Renovation Project, Charles County Department of Recreation and Parks, Charles County, MD (2019-2021). Project Manager. Conducted environmental studies for a 57-acre waterfront County lease within the 600-acre State Park. Tasks included natural resource inventory, RTE environmental review, forest stand delineation, specimen tree survey, wetland delineation and classification, regulatory permitting consultation, trail alignment options, interpretive themes, and design of a formal boat launch.

Neabsco Creek Boardwalk Design, Potomac Heritage National Scenic Trail, Prince William County, VA, (2013-2020). Project Manager. Managed wetland delineation, wetland permitting, determination of tidal and non-tidal boundaries, mapped SAV survey, RTE survey, trail, and boardwalk layout design, developed interpretive themes and designs, park interpretive signage, public hearings, canoe launch design, botany survey, photography used for development of written guides, and guided tours for stakeholders.

Historic Mount Vernon Slope Restoration, Fairfax County, VA, (2017-2019). Project Manager. Managed a three-million-dollar slope restoration of the Mansion grounds overlooking the Potomac River. This project involved forestry mower cutting of steep, marine clay soil slopes, slope drainage improvements, removal of emerald ash borer damaged and dead green ash trees, non-native invasive plant treatment, extensive soil remediation, soil enhancements, on-site created soil mixes, removal of spoil soil, regrading and compaction in lifts, wetland delineation, forest stand delineation, specimen tree survey, tagging and GPS field location, arboriculture treatments, permitting, stabilization seeding, sodding, tree planting and meadow enhancements.

Lexington Manor Passive Park, Concept Plan, Metropolitan Planning Organization, St. Mary's County (2018-2019). Project Manager. Performed natural resource inventory and specimen tree survey, tagging and GPS field location for an 85-acre parkland tract. A series of mapping overlays included steep slopes, soil types, floodplain, forest stand delineation, wetland/waters classification was prepared. A detailed report included numerous natural resource management plan recommendations, park management strategies, trail alignment options and interpretive themes.

Watkins Regional Park, Master Plan Studies, and Natural Resources Inventory, M-NCPPC, Prince George's County, MD (2016-2018). Project Manager. Performed comprehensive NRI/FSD, specimen tree inventory, rare species survey, wetlands/waters delineation for 839-acre Watkins Regional Park, with reports and management recommendations.

Molly Ratz

Principal / Senior Environmental Scientist

Role: Stream Restoration Design



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NATURAL RESOURCE MANAGEMENT
ECOLOGICAL RESTORATION

Education

BS, 1999, Environmental Science
MS, 2006, Environmental Engineering
& Science

Registrations/Certifications

Qualified Forestry Professional, MD DNR
Rosgen Levels I-IV
Heart Saver First Aid, CPR, AED

Years of Experience

With ESA: 23
With Other Firms: 01

Professional Overview:

Ms. Ratz is an Environmental Engineer/Scientist with over 23 years of experience in stream geomorphic assessments, restoration design, green infrastructure design, and monitoring. She currently manages teams of technical staff for stream, stormwater BMP, and wetland restoration projects, which involve site assessment, field data collection, stream geomorphic assessments, design computations, and development of restoration designs and construction documents. She has extensive experience in watershed assessment, hydrologic analysis, stream geomorphic classification, channel hydraulics, and bank erosion analysis. She is experienced in the use of hydrologic modelling programs such as TR-55 to determine time of concentration, runoff curve numbers, and discharges. Ms. Ratz has over 15 years of experience in preparing stream restoration and BMP designs using several design approaches, including natural channel design, valley restoration, and regenerative step-pool conveyance. Her design plan experience includes preparation of grading plans (plan-view, cross-section, profile), typical dimensions and sections, details, specifications, erosion and sediment control plans, and planting plans.

Selected Project Experience:

Russett Community Watershed Planning and Stream Restoration Design, Laurel, MD, Anne Arundel County DPW, Bureau of Watershed Protection & Restoration. Project Manager/Designer. Conducted watershed assessment of the 363-acre Russett community watershed, including 12,000 feet of streams. Performed rapid stream assessment that documented geomorphic characteristics, BANCS assessment, and specific problems. Identified and prioritized potential stream restoration reaches and developed restoration concepts. Calculated pollutant load reductions. Assessment included existing stormwater management ponds and evaluated potential for retrofit. Prepared report with the assessment findings. In the design phase managed tasks for H&H modelling and wetland and forest delineations. Prepared restoration design for approximately 4,000 feet of stream using the regenerative step pool conveyance (RSC) and floodplain restoration techniques.

Quiet Waters Park Stream Restoration, Annapolis, MD, Arundel Rivers Federation. Senior Environmental Scientist for 1,000 feet of floodplain restoration/zero order channel and floodplain restoration in Quiet Waters Park. Oversaw field data collection and stream assessment, wetland delineation, and forest stand delineation/forest characterization. Assisted with preparation of engineer's cost estimate. Prepared planting plan and addressed grading permit comments and Critical Area requirements. Obtained state/federal permit authorizations.

Annapolis Harbour Center Stream Restoration, Annapolis, MD, Arundel Rivers Federation. Project Manager/Senior Environmental Scientist. Conducted a geomorphic stream assessment and prepared storm drain outfall retrofit design and stream restoration for approximately 2,000 feet of unnamed tributaries of Church Creek. Delineated wetlands, developed final stream restoration design plans, prepared a cost estimate, calculated pollutant reductions and impervious area treatment for MS4/TMDL credits, and prepared application for and obtained state/federal permits and MD SHA approval. Performed construction management services, which included red-line revisions, attended pre-construction meeting, monitored erosion/sediment control measures, and inspected constructed riffles. Project won a BUBBA award.

Cedar Branch Stream Restoration, Baltimore County, MD, Baltimore County Dept. of Environmental Protection and Sustainability. Senior Environmental Scientist. Performed a geomorphic stream assessment and developed a stream restoration design for approximately 5,400 feet of Cedar Branch, a perennial tributary stream of the Patapsco River. Assessment work consisted of Rosgen Levels I-III assessment, which included longitudinal profile and stream channel cross-section surveys, pebble counts, bulk sediment samples, bankfull determination, and BANCS assessment. Conducted forest stand delineation and wetland delineation. Used the natural channel design (NCD) approach to design proposed restoration structures, such as step pools, riffle grade control, and natural bank stabilization treatments. Calculated pollutant load reductions, developed typical details and special provisions, prepared planting plan for the riparian buffer, wrote sections of design report, and obtained state/federal permits for impacts to Waters of the U.S. Conducted monitoring tasks for the completed stream restoration for Corps permit compliance.

Lakeland Road Stormwater Outfall Improvements, Severna Park, MD, Anne Arundel County DPW, Bureau of Watershed Protection & Restoration. Project Manager for RSC (regenerative step pool) design to retrofit eroding upland channels below two storm drain outfalls. The project restores 695 feet of channel to provide water quality improvements in support of the County's MS4 permit and the Chesapeake Bay TMDL waste load allocation goals. Developed final restoration design plans and prepared report to document the existing conditions and the design rationale and computations. Oversaw preparation of planting plan to satisfy Critical Area planting requirements. Obtained state/federal authorizations, Critical Area Commission approval, and roadside tree permit. Prepared grading permit application and calculated pollutant load reductions for TMDL credit and impervious area treatment credits.

Molls Cove Stream Restoration and Bioretention, St. Mary's County, MD, Naval Air Station Patuxent River, Webster Field, Naval Facilities Engineering Command. Project Manager. Assessed and prepared restoration designs for two eroding intermittent channels that drain to Molls Cove. Prepared design for adjacent bioretention cell that drains to the stream. The design plan included grading, erosion and sediment control, and planting plans to restore 764 feet of streams using the Regenerative Step Pool Storm Conveyance (RSC) technique. Used SPSC design guidelines and design calculator Excel spreadsheet to develop proposed channel dimensions and material specifications. Prepared a wetland and waterway permit application and obtained state and federal authorizations for the project, including nontidal and tidal authorizations and sediment control approval.

Severn Run Public Pond 834 Retrofit, Severn, MD, Anne Arundel County DPW, Bureau of Watershed Protection & Restoration. Project Manager/Designer for SPSC design to retrofit an existing stormwater pond with SPSC to provide water quality improvement. Design work included use of the SPSC design calculator, SPSC design and planting plan development, cost estimate, and review of HEC-RAS modelling data. Other tasks included wetland delineation, downstream channel assessment, pollutant reductions and impervious area treatment calculations for TMDL and NPDES requirements, design report production, and permit application preparation.

Annapolis Corporate Park Watershed Assessment and Stream Restoration Design, Anne Arundel County, MD, St. John Properties. Project Manager / Senior Environmental Scientist. Conducted geomorphic stream assessment, which included characterization of stream flow, longitudinal profile and stream channel cross-section surveys, pebble counts, bankfull determination, and BANCS assessment. Documented stream characteristics, including incision ratio, presence of head cuts, and made overall lateral and vertical stability conclusions. Identified and categorized restoration opportunities, including potential stormwater management retrofit and habitat restoration projects. Prepared a report with the assessment findings. Developed a concept plan and final construction documents for approximately

660 feet of stream restoration that featured a variation of a RSC system, which involved the placement of riffle weir structures within the entrenched stream.

Lakeland Road Stormwater Outfall Improvements, Severna Park, MD, Anne Arundel County DPW, Bureau of Watershed Protection & Restoration. Project Manager for RSC (regenerative step pool) design to retrofit eroding upland channels below two storm drain outfalls. The project restores 695 feet of channel to provide water quality improvements in support of the County's MS4 permit and the Chesapeake Bay TMDL waste load allocation goals. Developed final restoration design plans and prepared report to document the existing conditions and the design rationale and computations. Oversaw preparation of planting plan to satisfy Critical Area planting requirements. Obtained state/federal authorizations, Critical Area Commission approval, and roadside tree permit. Prepared grading permit application and calculated pollutant load reductions for TMDL credit and impervious area treatment credits.

Bull Branch Watershed Assessment and Plan Development, Catonsville, MD, Patapsco Heritage Greenway. Senior Environmental Scientist conducted watershed assessment and stream restoration site search in the Patapsco River drainage. Collected field data and assisted with stream assessment. Contributed to concept plans for stormwater BMP retrofits and stream restoration sites. Provided QA/QC of watershed assessment report.

Cabin Branch Wetland and Stream Mitigation, Montgomery County, MD, Cabin Branch Management, LLC. Project Manager. Prepared wetland and stream mitigation design to compensate for permitted waters impacts. The wetland mitigation consisted of design for forested wetland creation, wetland enhancement, riparian forest planting, and invasive plant management. The stream restoration work consisted of designing riffle grade control structures to prevent channel incision. Prepared design plans that included grading, cross-sections, profile, construction details, erosion and sediment control, and planting plans. Worked with MDE to obtain mitigation plan approval and obtained permit authorization for mitigation impacts. Provided on-site construction oversight to help ensure the design was implemented according to the plans and design intent.

Steve Warner

Coastal Construction Services LLC

Role: Construction Manager



Coastal Construction
Services, LLC

Education

BS/1996/Construction Engineering
Arizona State University
2007 LEED AP

Registrations/Certifications

Marine Contractors Licensing Board
Registration No. 330(E)
OSHA 30 Hour Training
State of Maryland Erosion & Sediment Control
Certification # RPC005797
Heart Saver First Aid, CPR, AED

Years of Experience

With ESA: 11
With Other Firms: 20

Professional Overview:

Mr. Warner has extensive technical and field experience in the construction practices associated with stream restoration, wetland creation, stormwater management best management practices (BMP) and shoreline stabilization. He has managed construction for stream restoration projects including the step pool storm conveyance (SPSC) channels. He also has constructed cross-vanes, slope toe reinforcement, revetment structures, channel grade control, and various other restoration techniques. Mr. Warner's shoreline restoration experience includes implementation of sills, breakwaters, armour stone installation, log sill reinforcement, and living shorelines. His stormwater management BMP construction experience includes detention ponds, bio-retention ponds, bio-swales, gravel recharge trench systems, submerged gravel wetlands, sand filter facilities, rain tanks, and the installation of manufactured SWM structures. He has constructed wetlands and has built 2.3 acres of non-tidal wetlands.

Selected Project Experience:

NRL Stream Restoration, NRL Chesapeake Beach, Calvert County, MD (2020) Design build construction project manager/contractor for the restoration of approximately 2,000LF of highly eroded stream channel. Construction techniques included the installation of stone riffle weirs, cascades, bed sills, stone toe reinforcement, log riffle grade control and the culvert installation.

Gardiners Stream Restoration, Pax River NAS, St Mary's County, MD (2020) Design build construction program manager and contractor for restoration of several hundred linear feet of stream channel. Construction methodology included the construction of a step pool conveyance system with cascades, rock bed sills, stone riffle weirs and the installation of clay plugs and liners.

Wetland/Vernal Pool Creation, NSF Indian Head, Charles County, MD (2019) Design/build construction manager for the creation of shallow wetland/vernal pool channel conveyance system.

Methodology included implementation of clay dams/liners, stone grade control, log toe stabilization and wood weirs.

Possum Point Livings Shoreline, USNA, Anne Arundel County MD, (2017) Construction manager and contractor to construct a living shoreline at Possum Point. Techniques utilized included the installation of stone groins, import sand and native shoreline plantings.

Biazzi Scales Stream Restoration, NSF Indian Head, Charles County, MD (2016) Construction project manager/contractor for stream restoration and vernal pool construction. Construction methodology included installing wrapped soil lifts, stone bed sills, stone revetment, riffle weir construction and the installation of clay plugs/liners.

BLDG 459 Stream Restoration, NSF Indian Head, Charles County, MD (2016) Construction project manager/contractor for stream restoration and vernal pool construction. Construction included installing 4 tiers of wrapped soil lifts, stone bed sills, stone revetment, and the installation of clay plugs/liners.

Molls Cove Stream Restoration, PAX Webster Field, Naval Engineering Command (NAVFAC), St. Mary's County, MD (2016). Construction project manager/contractor for stream restoration work on two intermittent tributaries. Construction included installing over 800 feet of Step Pool Storm Conveyance (SPSC), which consisted of pools and riffle weirs, as well as channel bed grade control structures, stream bank grading, and bank toe stabilization. Supervised the implementation of the planting plan, which stabilized the work area with native plantings.

Roach Road Vernal Pool Creation, NAVFAC, Indian Head Main side, Charles County, MD (2016). Construction project manager/development manager for vernal pool and wetlands construction project, which included excavating the proposed wetland to existing groundwater elevation, creating micro-topography, and amending existing soils to accommodate/support

native wetland plantings. Rock grade control was installed to control the water elevation and prevent predatory fish migration. Supervised the implementation of the planting plan, which stabilized the work area with native plantings.

Carr Creek Shoreline Stabilization, USNA, Anne Arundel County, MD (2015). Construction project manager/contractor for shoreline stabilization project, responsible for the successful installation of shoreline restoration measures: double log sills, log toe stabilization, native plantings, and grading work.

Stonegate Estates Stream Restoration Construction, Prince Georges County, MD (2014). Construction project manager/contractor for the restoration of an unnamed intermittent/perennial stream. Construction included the installation of channel bed grade control structures, stream bank revetments, and slope toe log reinforcement. Responsible for grading work to re-align the stream channel and adjust the grade of the stream banks. Supervised the implementation of the planting plan.

Piney Run Stream Restoration Construction, Anne Arundel County, MD (2012). Construction project manager/contractor for restoration work on the perennial Piney Run. Construction included installing several hundred feet of boulder bank revetments, channel bed grade control structures, and stream bank grading and bank toe stabilization. Supervised the implementation of the planting plan.

Post Park Stream Stabilization Repairs, Prince George's County MD (2013). Construction project manager/contractor to repair previous stream stabilization work on approximately 600 feet of intermittent stream. Repair work included extending boulder bank revetments, repairing channel bed grade control structures, and stream channel grading.

METCOM Water Tower #5 Submerged Gravel Wetland Construction, St. Mary's County, MD (2010). Construction project manager/development manager for wetland creation; work included grading the site to establish positive sheet flow to the proposed wetland, excavating dense clay, and installing concrete weirs and piping. Supervised the implementation of the planting plan.

Thompson Property Wetland Creation, St. Mary's County, MD (2009). Construction project manager/development manager for this non-tidal wetlands construction project. Construction included excavating the 1.2-acre proposed wetland area to the existing groundwater elevation, creating micro topography, and amending the existing soils to accommodate/support native wetland plantings.

Appendix B:
Example Projects and References

Environmental Systems Analysis, Inc.

Capability Statement

ENVIRONMENTAL SYSTEMS ANALYSIS, INC.

2141 Priest Bridge Drive, Suite 1, Crofton, MD 21114

Contact: Mark Burchick, Principal

☎ (410) 267-0495

✉ info@esatoday.com

🌐 www.esatoday.com



Unique Entity ID: GJHAGQ541CG3

DUNS: 788790442

Cage Code: 43Z11

Environmental Systems Analysis, Inc. (ESA) has provided natural resources management and ecological restoration assessment and design services in the mid-Atlantic region since 1989. We are an interdisciplinary team of environmental scientists, ecologists, designers, landscape architects, and construction experts who work closely together to offer clients innovative and cost-effective solutions. Our sound and unbiased scientific methods have earned us an outstanding reputation with our clients and federal, state, and local regulators.

Certified Women-Owned

Minority Business

Disadvantage Business

Small Business Enterprise

SERVICES

- | | | |
|--|---|--|
| • Stream & Wetland Restoration Design | • Watershed Studies & Master Plans | • Climate Resiliency |
| • Stormwater Management Retrofit & BMPs | • Critical Area Compliance | • Wetland Delineation |
| • Shoreline Restoration & Coastal Resiliency | • NPDES & MS4 Permit Compliance | • Forest Conservation |
| • Landscape Architecture | • TMDL Credits | • Wildlife Studies |
| • Sediment & Erosion Control | • Fluvial Geomorphology & Functional Uplift | • Rare, Threatened, & Endangered Species |
| • Federal, State, & Local Permitting | • Tidal & Non-tidal Water Quality | • Invasive Species Management |
| • Construction Supervision | • Fisheries & Macroinvertebrates | • NEPA Documents |
| • Independent Environmental Monitor (IEM) | • Submerged Aquatic Vegetation Surveys | • Natural Resource Management Plans |
| | • Performance Monitoring | • Meadow Management |

PROFESSIONAL CERTIFICATIONS AND LICENSES

- | | |
|--|--|
| • Registered Landscape Architects | • Rosgen Levels I-IV River Restoration and Natural Channel Design |
| • Qualified Professionals per the Maryland Forest Conservation Act | • Maryland Department of Agriculture Certified Pesticide Applicator License |
| • Professional Wetland Scientist | • FAA Remote Pilot Certificate for Unmanned Aerial Vehicle (Drone) Operation |
| • Maryland Biological Stream Survey: Spring Sampling | • Heart Saver First Aid, CPR, AED |
| • State of Maryland Erosion and Sediment Control Certification | |

DIFFERENTIATORS

- Designed: 83K+ LF of stream restoration, 20K+ LF of shoreline stabilization, and 100+ acres of wetland restoration with 90+ percent of designs constructed.
- Award Winning Teams: BUBBA award winner for stream restoration design, VA DEQ's Governor's Environmental Excellence Award for trail design.
- Contributors/Members: MD Forest Conservation Technical Manual, Watershed Stewards Academy, MD Stream Restoration Association, Climate Resiliency Advisory Board.

Environmental Systems Analysis, Inc.

Capability Statement

PAST PERFORMANCE

FEDERAL

- Department of Defense
- National Park Service

STATE

- MD State Highway Administration
- PA Department of Military and Veteran Affairs

NGOs

- Alliance for the Chesapeake Bay
- Arundel Rivers Federation
- Chesapeake Bay Foundation

LOCAL

- Cities of Baltimore, Annapolis, Greenbelt, and Rockville
- Baltimore County
- Anne Arundel County
- Fairfax County Park Authority
- Arlington County

NAICS CODES

- 541620 – Environmental Consulting Services
- 115310 – Support Activities for Forestry
- 541320 – Landscape Architectural Services
- 541330 – Engineering Services
- 541690 – Other Scientific & Technical Consulting Services

CERTIFICATIONS



MBE/DBE/SBE
Cert. 18-094



SwaM Cert. 805181
DBE Cert. DBE 05181



pennsylvania
DEPARTMENT OF GENERAL SERVICES

Small Business Cert.
524391-2020-12-SB

LOCAL, SMALL, DISADVANTAGED BUSINESS

- Washington Metropolitan Area Transit Authority (WMATA) and the District of Columbia Department of Transportation (DDOT) - SBE/DBE Cert. 2290
- City of Baltimore - WBE Cert. 18-375237
- Montgomery County
- Howard County
- Prince George's County - MBE Cert. 18-13645
- MWAA - LDBE Cert. LD20607281
- WSSC Women-owned



Project Example Photographs: Shoreline Stabilization, Stream Restoration, Pollinator Habitat Restoration

Environmental Systems Analysis, Inc. (ESA)
Natural Resource Management & Ecological Restoration Consultants



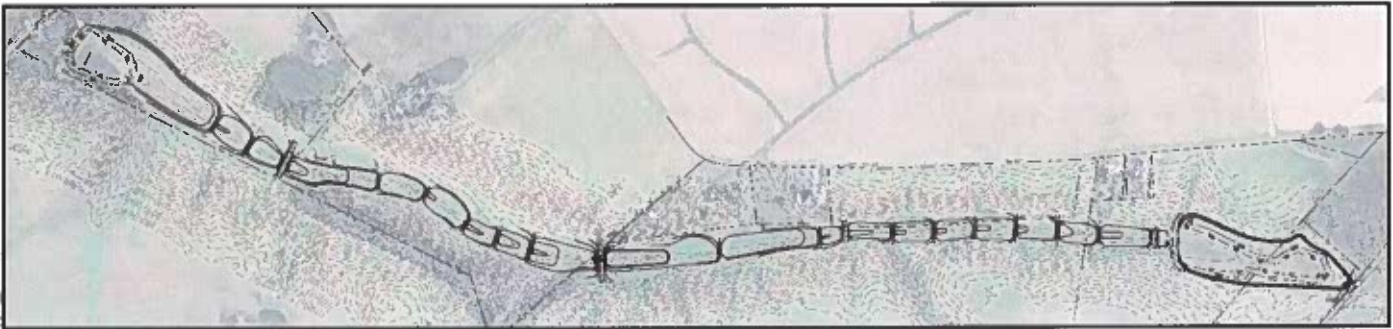
Black Horse Flag Farm, Chestertown, Kent County (2020-2021) **Agricultural Grassed Swale Ecological Restoration, Erosion Control and Functional Uplift**

Client: Josh Thompson
Shore Rivers
114 South Washington Street, Suite 301, Easton, MD 21601
jthompsonrestoration@gmail.com, O: 443-385-0511

Role: Agricultural Best Management Practice (BMP) Design

ESA Budget: \$59,000

Description: ESA performed a wetland delineation, stream survey, soil analysis, and hydrologic modeling along an unnamed tributary to the Chester River in Kent County, MD. Using this assessment data as well as survey data provided by Rauch Inc., ESA then prepared preliminary and final design plans for an agricultural stream valley restoration and wetland creation project, with the intent to provide water quality benefits, promote saturation and storage of water in the valley, and enhance riparian and wetland habitat using native and natural plants and materials. The result was a design that was aesthetically pleasing and economical to construct, that presented minimal maintenance on the part of the landowner and without significant loss of tillable land. The final plan set was used to secure construction bids and all necessary permits and approvals.



The project is located within an unnamed, intermittent tributary to the Chester River that conveys flows across an active agricultural farm in Chestertown, MD. The existing channel was a grassed waterway with areas of minor erosion. Two existing impoundments are located within the channel, one each at the upstream and downstream limits of the property. The project involved grading 5,900 linear feet (1.1-miles) of the existing grass swale and installing a series of clay plug check dams and agricultural crossings to intercept ground and surface water creating a wetland environment. An agri-drain was installed to create a temporary shallow open water pool to attract waterfowl. 1.5 acres of additional riparian buffer was created to connect existing riparian habitat. 640 shrubs, 1500 plugs and native wetland and upland seed mixes were used to permanently stabilize the site and provide food and habitat for wildlife. In total, the project resulted in the creation and enhancement of approximately 14.8 acres of additional wetlands. ESA worked extensively with the client and USDA Natural Resources Conservation Service on the completion of this project, and it is in compliance with NRCS Wetland Restoration Code 657 and Critical Area Planting Code 342.



Environmental Systems Analysis, Inc. (ESA)
Natural Resource Management & Ecological Restoration Consultants



Bull Branch Watershed Assessment and Plan, Catonsville, Baltimore County (2022)

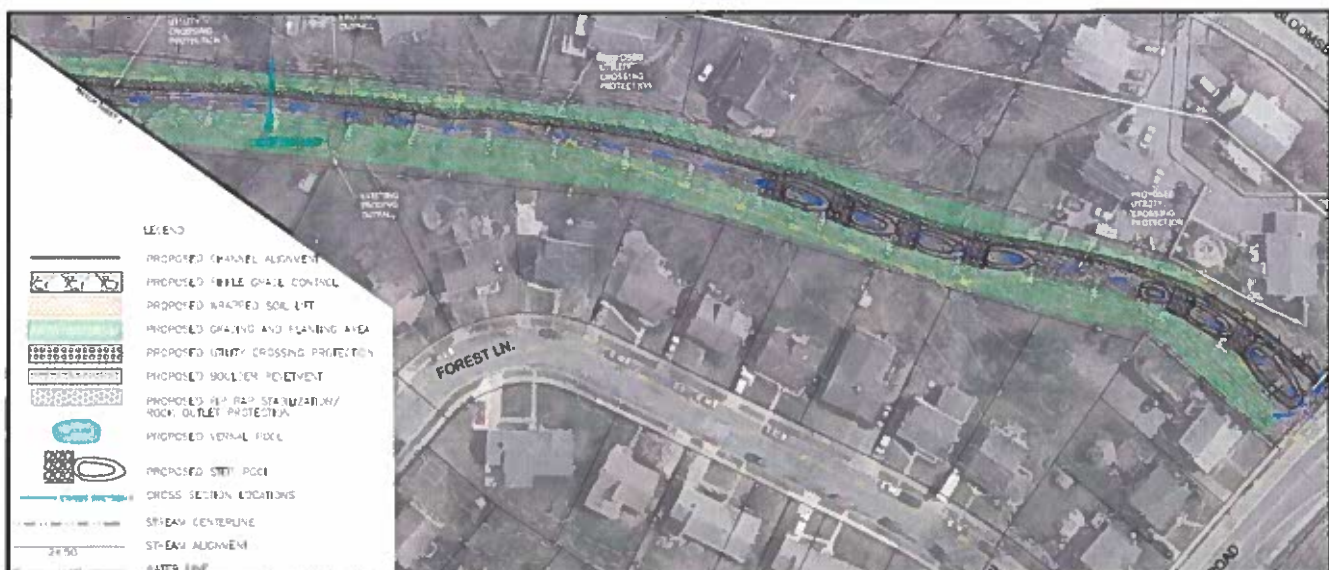
Client: Aaron Shapiro, Executive Director
Patapsco Heritage Greenway
Mailing Address: PO Box 96
Ellicott City, MD 21041
director@patapsco.org, O: 410-696-1328

Role: Prime Contractor, Watershed Assessment and Stream Restoration Concept Plan with Flood Mitigation
ESA Budget: \$115,000

Description: The Bull Branch Watershed, located in Catonsville, Maryland has experienced major flooding during recent years. The headwaters of Bull Branch were developed prior to stormwater management regulations and untreated runoff flows off roads, alleys, parking lots, and roofs directly into the storm drains. Restoring Bull Branch (RBB), consisting of concerned business owners, residents, non-profit groups, and HOAs was created out of concern about flooding issues, deteriorating forests, property loss, and sediment and nutrients entering the streams through bed and bank erosion. The purpose of the Bull Branch Watershed Assessment was to assess available data and identify problems in the watershed.

The Bull Branch Watershed is a highly urban watershed with impervious area cover ranging from 26.50 percent in the lower watershed to 46.5 percent in the upper watershed. Recommendations in the plan included retrofits of the few existing stormwater management (SWM) facilities: adding continuous monitoring and adaptive control (CMAC) technology to an existing facility which can be used to draw down the water level in the pond before large storm events enabling the pond to provide more water storage alleviating some flooding, and constructing a wet extended detention pond where an obsolete SWM pond was located. Alternative Best Management Practices (BMP)s, such as submerged gravel wetland facility, rain gardens, infiltration trenches, and rainwater harvesting were recommended to help capture and treat stormwater throughout the watershed.

A stream corridor assessment was conducted to document problems and identify areas in need of restoration using the methodology from Stream Corridor Assessment Survey (SCA) Protocols (Yetman, 2001). Stream restoration was proposed in the upper and middle watershed. These stream reaches have the most severe erosion and threats to existing infrastructure. Restoration techniques include methods to provide access to the floodplain, slow flow velocities, decrease shear stresses, and reduce bank erosion. It was recommended that retrofit of existing SWM facilities and installation of the proposed new BMP should be completed, prior to or simultaneously, with stream restoration efforts. Two public meetings were held to discuss the objectives and results of the study and to obtain feedback.



Environmental Systems Analysis, Inc. (ESA)
Natural Resource Management & Ecological Restoration Consultants



Cooper Branch Stream Restoration at Oella Avenue, Catonsville, MD Baltimore County, Department of Environmental Protection and Sustainability (2017-2019)

Teaming with Gannett Fleming, ESA prepared a 36-page plan set to restore the highly degraded Cooper Branch, near its confluence with the Patapsco River in historic Ellicott City. The stream restoration was nearly ½ mile in length and included rock step pools, rock riffle grade control, wrapped soil lifts, the installation of four vernal pools, and extensive planting. ESA and Gannett Fleming went on to provide construction oversight services and the project has been well received by County officials and regulators.

The project was designed and permitted from 2017 and 2018, and then built in 2019. The project ran from Chalfonte Drive and Stonewall Road, downstream to Oella Avenue, and parallel with the paved Trolley Line #9 Trail. 2020 will represent the first full growing season in post-construction. Several large storm events have occurred since construction with no movement of the design. The vernal pools are charged as of the autumn of 2019, and hopefully herps will imprint to the pools.



Environmental Systems Analysis, Inc. (ESA)
Natural Resource Management & Ecological Restoration Consultants



Possum Point Shoreline Stabilization Design and Construction Management Naval Support Activity Annapolis, Anne Arundel County, MD (2017)

Client: NAVFAC Washington, PWD Annapolis
Anna Lubetski, Point of Contact
181 Wainwright Road, Annapolis, MD 21402
anna.lubetski@navy.mil, O: 410-293-1029

Role: Tidal Shoreline Stabilization Design

ESA Budget: \$235,000

Total Cost: \$1,650,000

Change Orders: N/A

Description - ESA conducted a shoreline assessment of Possum Point and Mill Creek and prepared shoreline stabilization plans to improve coastal resiliency at NSA Annapolis. ESA also provided construction supervision and post-restoration monitoring services.

Shoreline Assessment - ESA conducted a desktop and on-site assessment to identify erosion and existing conditions of 1.3 miles of shoreline along Possum Point and Mill Creek. We reviewed historical and current aerial photos, Maryland Coastal Atlas, NWI maps, soil surveys, nautical charts, littoral drift maps, as well as SAV and other wetland maps. In the field, we rated erosion severity from low to high for each reach of shoreline.

Living Shoreline and Revetment Design - Once site investigations and data collection were complete, ESA selected cost-effective shoreline stabilization practices to best address each specific erosion problem. Solutions included building a stone revetment over a failing bulkhead and creating a living shoreline. In total, we designed approximately 1,520 feet of shoreline stabilization. This included 435 feet of living shoreline, which consisted of grading slopes, placing sand fill, and installing segmented stone sills and tidal marsh. The stone sills were constructed one foot above mean high water, and *Spartina* was planted behind the sills. Our plans also included 1,085 feet of stone revetment over a failing bulkhead. Part of the revetment was designed to flood during high tide to allow existing tidal marsh to remain. ESA also developed a construction cost estimate of the project.

Wetlands & Permitting - ESA delineated and surveyed tidal wetlands at the project site according to the methodology of the U.S. Army Corps of Engineers (USACE) *Wetlands Delineation Manual* and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region*. ESA obtained a MDSPGP-4 Category B wetland permit from the USACE and a wetland license from the Maryland Board of Public Works for impacts to tidal waters. ESA also designed sediment and erosion control plans and obtained plan approval from both the Maryland Department of the Environment (MDE) and Anne Arundel County, as required due to the site's location within the Severn River watershed. ESA obtained a stormwater management waiver and coverage under the NPDES General Permit for Stormwater Associated with Construction Activity from MDE. ESA supervised utility location and obtained a dig permit from the NSA Annapolis Public Works Department.



Construction Supervision and Marsh Monitoring - ESA managed construction stake-out; conducted a pre-construction meeting with NAVFAC Washington, the construction contractor, and the MDE inspector; provided construction supervision; and directed the as-built survey of the project. We also wrote a marsh maintenance plan and filed the certificate of completion as required by the USACE permit. In post-restoration, ESA monitored the success of the project by calculating marsh establishment and verifying erosion control and structural stability. We also prepared a monitoring report for the living shoreline.

Environmental Systems Analysis, Inc. (ESA)
Natural Resource Management & Ecological Restoration Consultants

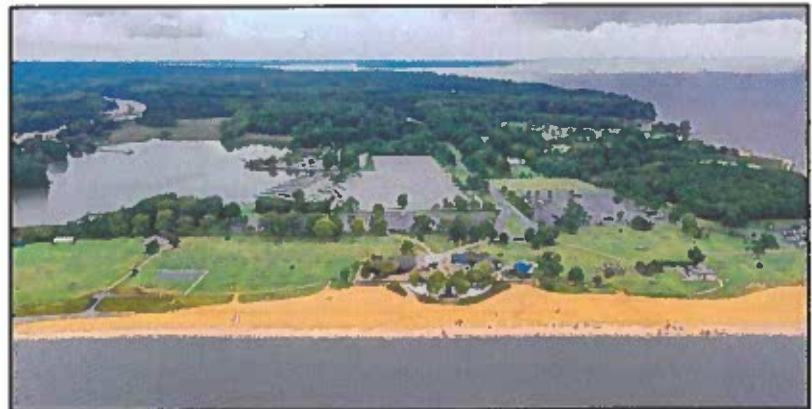
Sandy Point State Park, South Beach, Ecological Restoration and Waterfront Recreation Enhancement Master Plan and Implementation, Anne Arundel County, MD (2021 - Present)



Client: LeeAnne Chandler, Chief of Planning
Maryland Park Service, Department of Natural Resources
580 Taylor Avenue, E-3, Annapolis, MD 21401
leeanne.chandler@maryland.gov O: 410-260-8177 I C: 410-279-0497

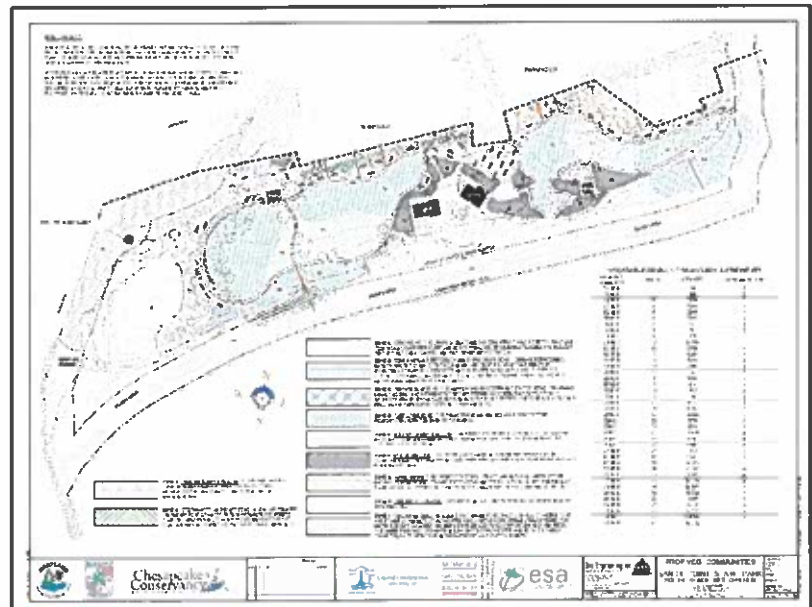
Description: ESA is part of a design team currently preparing an *Ecological Restoration and Waterfront Recreation Enhancement Master Plan and Implementation* for the 32-acre, South Beach portion of Sandy Point State Park, located in Annapolis, Maryland. The team includes Annapolis Landscape Architecture, Bay Engineering and Coastal Construction. Project funding for the design/build comes through a National Park Service grant to the Chesapeake Conservancy and Maryland Park Service, Department of Natural Resources. ESA performed a series of field studies to develop an understanding of amenities versus constraints for site development, including a natural resources inventory, forest stand delineation, specimen tree survey, tidal and non-tidal wetland delineation and classification, natural community types, natural history observations, shoreline movement, and an outline of regulatory permit requirements. Work includes the design for beach enhancement, primary dune restoration, wetland creation and restoration, pollinator meadow establishment, tree and forest planting, bay-scaping, trail construction and outdoor education interpretive themes.

An existing condition's aerial view of the South Beach portion of Sandy Point State Park, which is subject to extremely high visitor use in the summer months. The Chesapeake Bay Bridge is to the left of this photo.



A portion of the plan set that describes proposed ecological restoration and development activities to create and bolster natural communities, promote educational interpretive themes, and enhanced habitat.

The presentation of the 30% design to Park staff, including LeeAnne Chandler and Mary Owens.





**Coastal Construction
Services, LLC.**

Coastal Construction Services, LLC (CCS) Capabilities Statement

CCS is a Maryland Licensed Marine Contractor, License No. 330 (E).

Steve Warner, 443-401-8037, stevenwwarner7@gmail.com

246 Charita Way, Severna Park, MD 21146

Coastal Construction Services, LLC (CCS) is a full-service Navy veteran owned environmental construction company specializing in stream restoration, wetland creation and mitigation, habitat enhancements, shoreline re-establishment, and stormwater management installation. CCS has over 32 years of experience in construction and construction management, with a focus on ecological and environmental construction in Maryland since 2011. Our years of experience, knowledge of local regulatory agencies and personnel, and understanding of Navy protocols help us deliver projects on-time and on-budget.

CCS has worked with Environmental Systems Analysis, Inc. (ESA) on numerous projects, providing stream restoration, shoreline stabilization, and wetland creation services to Naval Facilities Engineering Systems Command, Washington (NAVFAC), commercial and land development clients. Consequently, CCS has a proven track record of successfully completing multiple environmental construction projects.

CCS has provided construction services for the following ESA design/build projects:

- 2011-2012, PR Stream Restoration Group, Piny Run Stream Restoration, \$260K
- 2013-2014, Elm Street Development, Stonegate Estates Stream Restoration, \$90K
- 2013-2016, NSF Indian Head, Stump Neck Annex, Vernal Pool Creation, \$108K
- 2015-2016, U.S. Naval Academy, Carr Creek Shoreline Restoration, \$107K
- 2015-2016, Naval Air Station Patuxent, Webster Field, Molls Cove Stream Restoration, \$380K
- 2015-2017, CEO Lockheed Martin, River View Waterfront Slope Restoration, \$400K
- 2016-2017, NSF Indian Head, Main Side, Scales Vernal Pool Creation, \$80K
- 2017-2018, NSF Indian Head, Main Side, Biazzi Stream Restoration, \$82K
- 2017-2019, NSF Indian Head, Main Side, Building 459 Stream Restoration, \$77K
- 2017-2019, Historic Mount Vernon, Waterfront Slope Restoration, \$565K
- 2017-2020, Naval Research Laboratory Chesapeake Detachment, Stream Restoration, \$799K
- 2018-2020, Naval Air Station Patuxent, Gardiner's Run, Stream Restoration, \$860K
- 2019-2020, NSF Indian Head, Stump Neck Annex, Site #2 Vernal Pool Creation, \$98K
- 2020-2021, NSF Indian Head, Stump Neck Annex, Site #1 Vernal Pool Creation, \$95K
- 2020-2021, NSF Indian Head, Stump Neck Annex, Site #3 Vernal Pool Creation, \$92K



Mount Vernon Slope Stabilization



Building 459 Soil Lifts



Molls Cove Step Pools



Project Example for Coastal Construction Services, LLC
Ecological Restoration Construction

Design-Build Vernal Pool Creation – Roach Road Site #1 NSF Indian Head, Stump Neck Annex, Charles County, MD

ESA, Inc. and Coastal Construction Services, LLC performed a design-build project for Naval Facilities Engineering Command (NAVFAC), Naval Support Facility (NSF) Indian Head by creating a series of vernal pool habitat at three locations. Roach Road Site #1 included the construction of four vernal pools, Roach Road Site #2 had three pools built and Archer Road Site #3 had one large pool created. All three projects were located within a half mile from one another, and all designs were similar.

The majority of the vernal pools were built in forested upland, ephemeral drainage swales and did not require interagency wetland permitting. These channels flow in response to direct precipitation and occur upslope of intermittent and perennial streams. A series of step pools were designed to capture and hold rain water runoff, producing seasonal pools suitable for amphibian breeding.

Each pool was over-excavated with a six-inch clay liner installed and compacted. A compacted clay, notched weir (dam) was installed for each outlet. Each weir was designed to be low and wide, allow water to pass through a notch in the dam, and was reinforced with buried fabric, class 1 rip-rap and mixed aggregate stone installed on both sides of the glide of the notched weir and toe-log to hold grade. The mixed aggregate stone and sand filled the interstitial void spacing of the larger rip-rap, ensuring that the weir face would have water flow on the surface face of the weir. Pressure treated six-inch by six-inch by 14-foot-long level-lip spreaders were installed at proposed normal pool elevations and anchored with five-eighths inch thick rebar pipe being installed through drilled holes in the weir timber.

All exposed and disturbed ground was seeded with both a temporary stabilization and permanent wetland meadow mix, then covered with erosion control matting and stapled. Large woody debris including brush cover and basking logs were installed into each pool to provide protection and nurse cover.

Wood frog and spring peeper could be heard singing from the newly installed pools. Wood frog, spring peeper, spotted salamander, green frog, and spotted turtle were directly observed, and wood frog and spotted salamander eggs masses were found, all indicators, which denote successful projects!



This photo was taken on February 27, 2021, two days after project completion, where a storm event occurred the night before, filling all four pool basins at Site #1.

The site is presently growing out with the installed temporary stabilization and permanent seed mix. Once herps find and breed at this pool, and are successful, they will imprint for life, with generations of amphibians utilizing this pool system.



Project Example for Coastal Construction Services, LLC
Ecological Restoration Construction

Design-Build Stream Restoration– Biazzi NSF Indian Head, Main Side, Charles County, MD

ESA, Inc. and Coastal Construction Services, LLC performed a design-build project for Naval Facilities Engineering Command (NAVFAC), Naval Support Facility (NSF) Indian Head by providing stream restoration along 220 linear feet (Biazzi) of perennial stream restoration of unnamed tributaries to Mattawoman Creek.

Our design-build team worked with NAVFAC Washington technical staff to manage the work effort and assure adequate and timely completion of all required services under the scope of the work including organizing and coordination of meetings, complying with all permits and authorizations, implementing approved and permitted designs, planting, and monitoring of approved plant species, and ensuring that all services and deliverables met NAVFAC quality control and safety guidelines.



The existing conditions of the streams included areas of unstable stream geometry. During the planning phase the team completed geomorphic stream assessment and reference reach evaluation to facilitate design. The plan specified the installation of wrapped soil lifts, riffle grade control, and extensive planting.

Before and After Photos.

Native pollinator seed mix and tree planting was installed.





Project Example for Coastal Construction Services, LLC
Ecological Restoration Construction

Design-Build Stream Restoration – Building 459 NSF Indian Head, Main Side, Charles County, MD

ESA, Inc. and Coastal Construction Services, LLC performed a design-build project for Naval Facilities Engineering Command (NAVFAC), Naval Support Facility (NSF) Indian Head involving the removal of in-stream blockages and providing perennial stream restoration along 330 linear feet (Building 459), of an unnamed tributary to Mattawoman Creek.

The existing conditions of the perennial stream included areas of unstable stream geometry and severe debris jams inhibiting migratory fish passage. During the planning phase the team completed geomorphic stream assessment and reference reach evaluation to facilitate design. The plan specified the installation of wrapped soil lifts, riffle grade control, the removal of numerous debris jams and extensive planting.

A pump-around allowed the field work to be performed in the dry. Two sections of riffle grade control were installed along the base of the stream channel, designed to hold the channel grade, and protect the soil lifts. The grade control riffle consisted of over-excavating the stream bed, installing fabric, and then a mix of class 1 and 2 rip rap, then intermixed with various sized stone. Sand was then washed into the stone to seal the grade control and bring the stream back up onto the surface. The frontage of the soil lifts were wrapped with a double layer of fabric, on top of a base layer of footer stone, with the lowest soil lift planted with willow live stakes. The site is now considered a highly stable reach of stream.



The project included the construction of in-channel riffle grade control, soil lifts and the creation of an off-line vernal herb pool, which was the remains of a hairpin meander bend, sealed-off in the realignment of the stream.



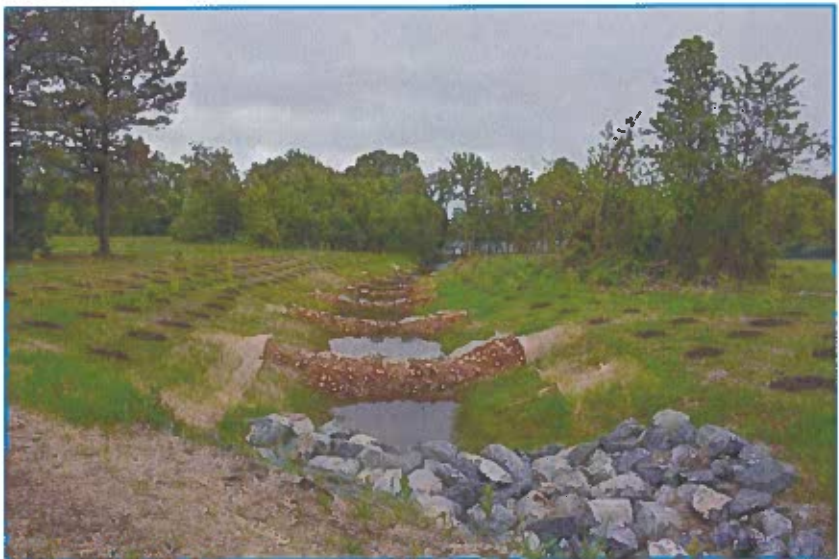
Project Example for Coastal Construction Services, LLC
Ecological Restoration Construction

Design-Build Stream Restoration - Molls Cove Naval Air Station Patuxent River, St. Mary's County, MD

Environmental Systems Analysis, Inc. (ESA) designed and Coastal Construction Services (CCS) built the Molls Cove stream restoration project for the Washington Naval Facilities Engineering Command (NAVFAC). The Molls Cove stream restoration step pool storm conveyance (SPSC) project is located at the Webster Field Annex of Patuxent Naval Air Station in St. Mary's County, within the St. Mary's River watershed. The project site consisted of two channels that have nontidal and tidal sections, and which drain to Molls Cove, a tidal tributary of St. Mary's River. Within the study area, the two tributaries are both headwater, first-order channels, with a flow regime of ephemeral to intermittent.

ESA performed a wetland delineation and comprehensive biological and geomorphic assessment of the study area catchments and developed plans to improve water quality, enhance riparian habitat, stabilize stream banks, and provide grade control. ESA prepared and obtained all necessary environmental permits, developed conceptual and final design plans for two SPSCs (approximately 800 linear feet total) and a rain garden. ESA assured that safety plan standards were met, provided safety recommendations, verified the quality and quantities of material deliveries and installation, including handling of delivery tickets, and inspected material quality to be in conformance with contract documents.

Working as a team with Coastal, review of the stream restoration construction plans, and documents were performed and included evaluation and corroboration for construction access, realistic limits of disturbance, and robust erosion and sediment control measures. Working together, designer and builder, the work zone was clearly delineated with the proper construction stakeouts, confirmation of the limits of disturbance, stage and stockpile areas, construction access, tree protection areas, and safety fence installation.



Our team included Coastal Construction Services, LLC (CCS) who notified the Maryland Department of the Environment (MDE) and the Navy prior to the start of construction. CCS field marked the Limits of Disturbance (LOD) and installed sediment control measures. Stakeouts included horizontal and vertical controls. CCS arranged for all utilities to be staked and with ESA, attended the pre-construction meeting. CCS installed perimeter controls, Stabilized Construction Entrance (SCE), tree protection fencing, silt fence, clear water diversion pipe (gravity stream diversion), sandbags, and temporary outlet protection. Since the project discharged directly to tidal waters, ESA recommended, and CCS installed turbidity curtains in support of their already stringent erosion control measures. Working from downstream to upstream, banks were graded and stream restoration structures, including the SPSC, cascade, and bedsills were installed. CCS applied temporary mulch, permanent stabilization, and planted trees and shrubs according to the planting plan. Upon completion of all work, ESA scheduled a final inspection with the Navy. CCS obtained approval from the sediment control and MDE compliance inspectors to remove erosion and sediment control device and tree protection fencing. Nearing project completion, the ESA design-build team performed a quality control review to ensure that all ecological restoration practices were applied, making sure that the post-construction conditions allowed for rapid grow-out. Project close-out consisted of demobilization, removal of erosion control devices, grounds restoration, with ESA's completion of as-builts and final report.



Project Example for Coastal Construction Services, LLC
Ecological Restoration Construction

Naval Research Laboratory – Chesapeake Bay Detachment Chesapeake Beach, Calvert County, MD

Environmental Systems Analysis, Inc. (ESA) performed stream assessment, stream restoration design, permitting and construction management services for the Naval Research Laboratory (NRL) Chesapeake Bay Detachment (CBD) in Chesapeake Beach, Maryland as the main subcontractor to the Alliance for the Chesapeake Bay. The purpose of the project was to restore approximately 1,816 feet of eroding stream. The design objectives were to restore the stream channels to reduce vertical and lateral instability, improve bedform diversity, reduce sediment and nutrient loads, promote greater floodplain connectivity, and to enhance riparian habitat with native species.

ESA completed a hydrologic analysis to determine the peak discharges for the project area's streams, using the U.S. Department of Agriculture's (USDA) Technical Release 55 (TR-55) (1986) to calculate times of concentration (T_c), runoff curve numbers (CN), and discharges for 1-, 2-, 10-, and 100-year storm events. ESA used HEC-RAS to determine modeled water surface elevations, channel velocities, and shear stresses. ESA provided quality control to check a previously conducted wetland delineation and conducted a specimen tree survey.

ESA designed the channel alignment to follow the path of the existing channel, except in areas with eroded, tight meander bends. In those reaches we adjusted the channel geometry to provide a stable plan-form. This approach minimized tree impacts. Riffle weirs were designed to elevate the channel bed to increase access to the floodplain during storm flows and to enhance riffle habitat. The riffle weirs also provided grade control to help prevent the channel from re-incising. Pools were created in the voids between the riffle weirs. The riffle weirs consisted of Class I, Class II, and Class III stone, and stream bed material (sand, gravel, and cobble). The banks were graded to establish floodplain benches and enhance floodplain connection. Plantings and stabilization materials were selected to withstand the bankfull shear stress, as well as the 2-, 10-, and 100-year storms. The entire limit of disturbance (LOD) was stabilized and planted with native vegetation. ESA assessed streambank erosion using the Bank Assessment for Nonpoint Source Consequences of Sediment (BANCS) methodology (Rosgen, 2001). Stream bank erosion rates were determined using the North Carolina, bank erosion curve, as found in *Stream Restoration: A Natural Channel Design Handbook*. Total nutrient loads were estimated using nutrient concentrations for Protocol 1, Prevented Sediment. The standard 50 percent efficiency for stream restoration was used to calculate pollutant load reduction/credit for prevented sediment, nitrogen, and phosphorus. ESA obtained all permits, including MDE Wetland & Waterways, USACE, Erosion & Sediment Control, and NDPEs. ESA performed construction management services, including field oversight.

*Restoration of unnamed stream
channel leading to the Chesapeake Bay.
Main restoration techniques utilized
included riffle weirs, cascades, log weirs
and log toe stabilization.*

***Please note that this project is client
confidential, and not allowed for
dissemination, other than for ESA or
CCS Proposal Response.***



1. Laura Todd, Green Infrastructure Projects Manager
Alliance for the Chesapeake Bay
729 8th Street SE, Suite 200
Washington, DC 20003
202-270-8235
ltodd@allianceforthebay.org

ESA CCS Design-Build Team Projects:

- Naval Research Laboratory, Chesapeake Bay Detachment Stream Restoration, Calvert County, MD
- NSF Carderock Stream Restoration Assessment, Design, Permitting, and Construction Management, Naval Facilities Engineering Command Washington, Montgomery County, MD
- NSF Indian Head, Wetland Creation Area #1 Design, Permitting, and Construction, Naval Facilities Engineering Command Washington, Charles County, MD

2. Garrett Wolf, Ph.D., AICP, Senior Planner
Marstel-Day, LLC
10708 Ballantraye Drive, Suite 208
Fredericksburg, VA 22407
540-614-9840
gwolf@marstel-day.com

ESA CCS Design-Build Team Projects:

- Naval Air Station Patuxent River (NAS PAX) Gardiner's Run Stream Restoration Design-Build
- NSF Indian Head Stream Restoration Design-Build

3. Jennifer Carr, Director of Grants & Restoration
Arundel Rivers Federation
2822 Solomons Island Rd, Suite 202
Edgewater, MD 21037
717-575-8214
jennifer@arundelrivers.org

ESA Projects:

- Annapolis Harbour Center Stream Restoration, Anne Arundel County, MD
- Honeysuckle Drive Climate Resiliency and Shoreline Stabilization Design and Permitting, Anne Arundel County, MD
- Caffrey Run Stream Restoration, Anne Arundel County, MD
- Broad Creek Stream Restoration, Anne Arundel County, MD

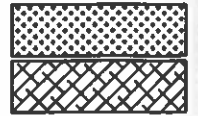
Appendix C:
Concept Sketches

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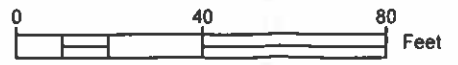


LEGEND

- | | | | |
|-----|---------------------|-----|---------------------------|
| --- | EXISTING TOPOGRAPHY | --- | EXISTING STREAM |
| --- | PROPERTY BOUNDARY | --- | PROPOSED STREAM ALIGNMENT |
| --- | EXISTING FENCE | --- | WUS — WATERS OF THE U.S. |
| | | --- | WL — NON-TIDAL WETLANDS |



GRADING AND PLANTING AREA
WILLOW PLANTINGS



Prepared for: Town of Easton 14 South Harrison Street Easton, Maryland 21601	Prepared by:  Environmental Systems Analysis, Inc. Natural Resources Management Ecological Restoration 2141 Priest Bridge Drive, Suite 1 Crofton, Maryland 21114	DESIGN-BUILD CONCEPT GLENWOOD GLENWOOD AND WEST GLENWOOD STREAM RETSOTATION TALBOT COUNTY, MARYLAND	
		SCALE: 1"=40'	
		DATE: MARCH, 2024	
		ESA PROJECT NAME: Market Government Proposals\City Contracts\Town of Easton - Glenwood Feb 2024	
		SHEET: 1 of 1	

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LEGEND

- EXISTING TOPOGRAPHY
- PROPERTY BOUNDARY
- EXISTING FENCE
- EXISTING STREAM
- PROPOSED STREAM ALIGNMENT
- TW --- TIDAL WETLANDS
- FP --- 100-YEAR FLOODPLAIN

FOR RIFFLE WEIRS

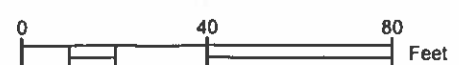
Width (ft) 14
Length (ft) 10
Design Depth of flow (ft) 1.5
D50 (in) 12



PARABOLIC RIFFLE WEIRS - BOULDER FOOTERS, 12" COBBLE/RIFFLE MATERIAL



CASCADE - CLASS III BOULDERS



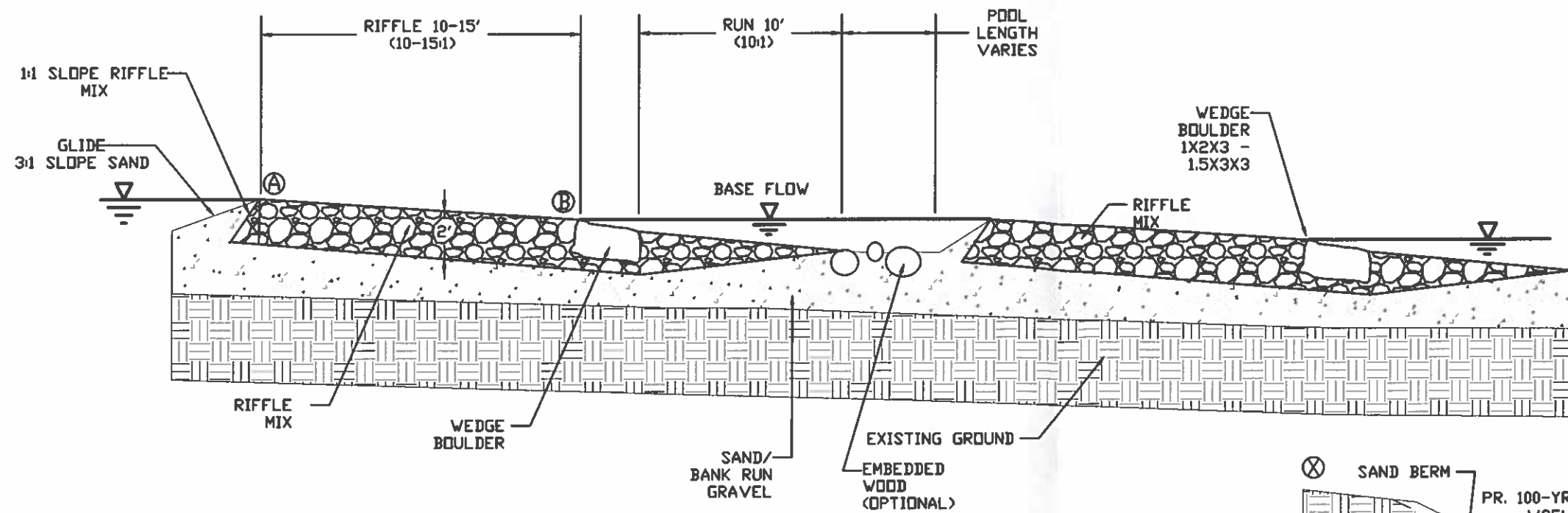
Prepared for:

Town of Easton
14 South Harrison Street
Easton, Maryland 21601

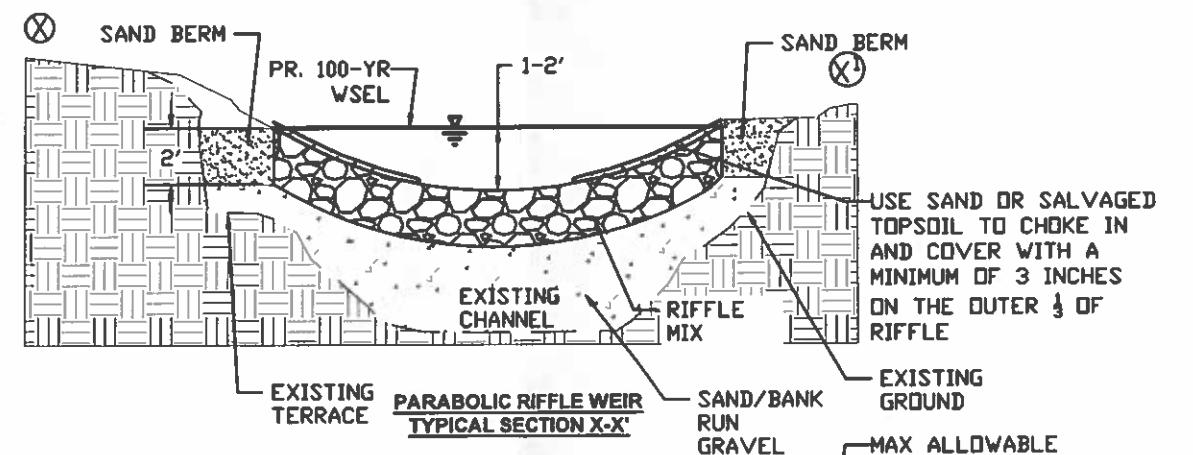
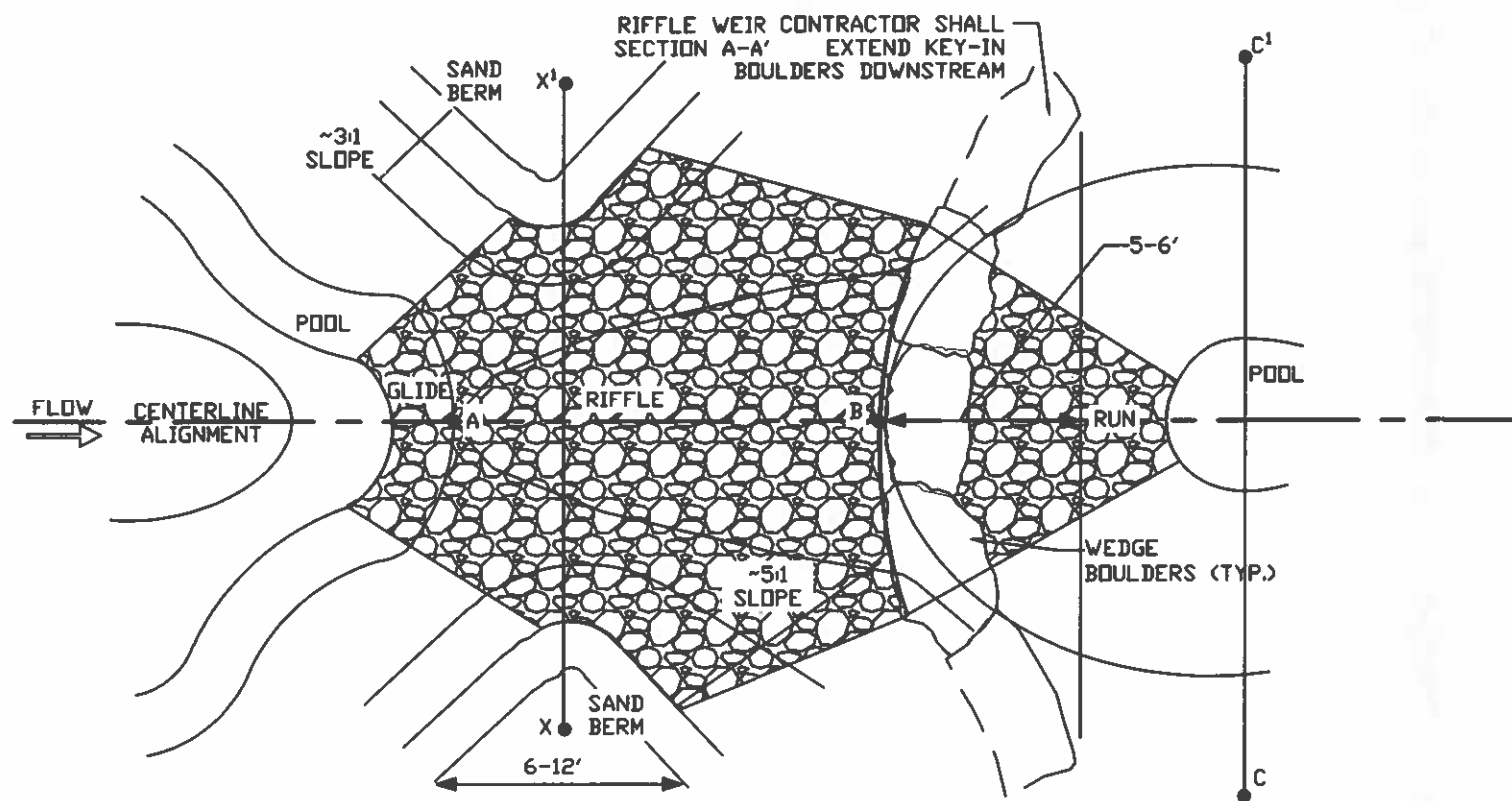
Prepared by:
 **Environmental Systems Analysis, Inc.**
Natural Resources Management
Ecological Restoration
2141 Priest Bridge Drive, Suite 1
Crofton, Maryland 21114

DESIGN-BUILD CONCEPT WEST GLENWOOD	
GLENWOOD AND WEST GLENWOOD	
STREAM RESTORATION	
TALBOT COUNTY, MARYLAND	
 NORTH	SCALE: 1"=40'
	DATE: MARCH, 2024
	ESA PROJECT NAME:Market\Government Proposals\City Contracts\Town of Easton - Glenwood Feb 2024
	SHEET: 1 of 1

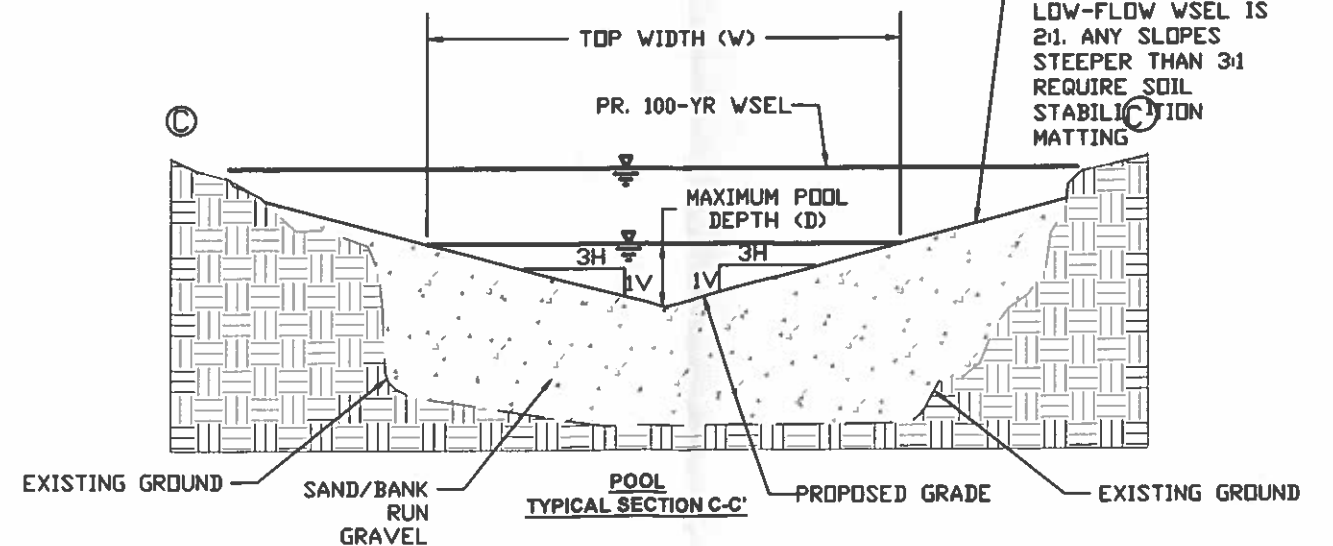
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PARABOLIC RIFFLE WEIR
CENTERLINE PROFILE



PARABOLIC RIFFLE WEIR
TYPICAL SECTION X-X'



POOL
TYPICAL SECTION C-C'

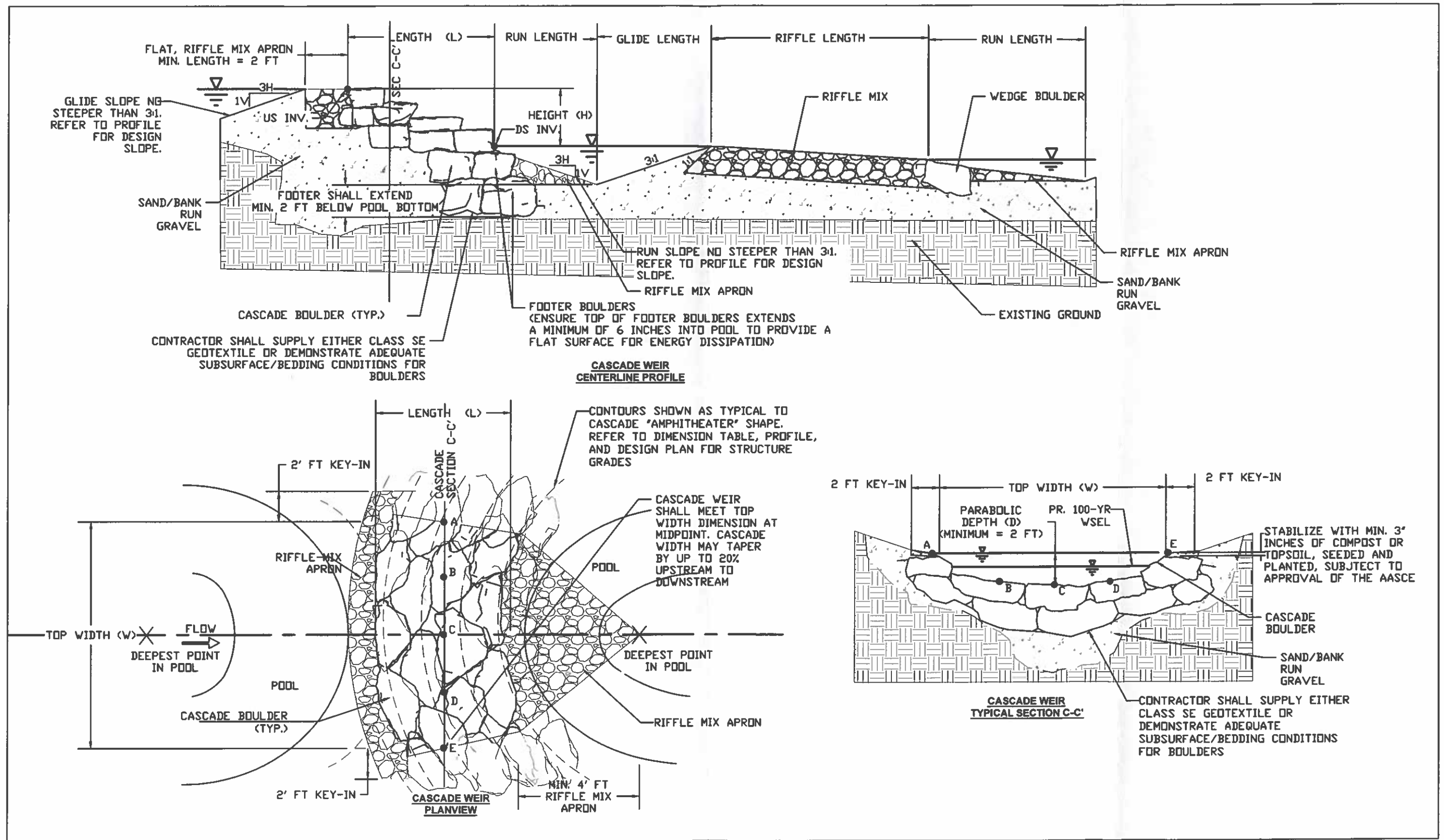
Prepared for:

Town of Easton
14 South Harrison Street
Easton, Maryland 21601

Prepared by:

Environmental
Systems
Analysis, Inc.
Natural Resources Management
Ecological Restoration
2141 Priest Bridge Drive, Suite 1
Crofton, Maryland 21114

DESIGN-BUILD CONCEPT WEST GLENWOOD GLENWOOD AND WEST GLENWOOD STREAM RESTORATION TALBOT COUNTY, MARYLAND	
SCALE: 1"=40'	DATE: MARCH, 2024
ESA PROJECT NAME: Market\Government Proposals\City Contracts\Town of Easton - Glenwood Feb 2024	
SHEET: 1 of 1	



Prepared for:

Town of Easton
14 South Harrison Street
Easton, Maryland 21601

Prepared by:

Environmental
Systems
Analysis, Inc.
Natural Resources Management
Ecological Restoration
2141 Priest Bridge Drive, Suite 1
Crofton, Maryland 21114

**DESIGN-BUILD CONCEPT WEST GLENWOOD
GLENWOOD AND WEST GLENWOOD
STREAM RETSOTATION**

TALBOT COUNTY, MARYLAND

SCALE: 1"=40'

DATE: MARCH, 2024

ESA PROJECT NAME:Market\Government Proposals\City Contracts\Town of Easton - Glenwood Feb 2024

SHEET: 1 of 1

NORTH

Appendix D:
Proposed Project Schedule

GLENWOOD AND WEST GLENWOOD STREAM RESTORATION SCHEDULE

ENTER START DATE: Tuesday, April 30, 2024

ACTIVITY	START	END	NOTES
Project Start / Estimated NTP.	Tuesday, April 30, 2024		Estimated Notice to Proceed.
Kickoff Meeting	Wednesday, May 1, 2024	Wednesday, May 1, 2024	Meeting to discuss project timeline, methods, needs for Glenwood and West Glenwood project sites.
Existing Data Review / Desktop Assessment	Thursday, May 2, 2024	Thursday, May 9, 2024	Review of existing data and reports for Glenwood and West Glenwood project sites.
Stream Assessments	Tuesday, May 14, 2024	Thursday, May 16, 2024	Field data collection, compilation, and assessment for Glenwood and West Glenwood project sites.
Surveys	Thursday, May 9, 2024	Thursday, May 23, 2024	Field survey of project sites for Glenwood and West Glenwood project sites.
Prepare Concept Designs	Wednesday, May 29, 2024	Friday, June 28, 2024	Prepare concept design for Glenwood and West Glenwood project sites.
Deliverable - Concept Designs	Friday, June 28, 2024	Friday, June 28, 2024	Submit to Town of Easton for review and comment.
Progress Meeting*	Friday, July 12, 2024	Friday, July 12, 2024	Meeting to discuss concept design.
Pre-Application Meeting	Tuesday, July 23, 2024	Tuesday, July 23, 2024	Onsite meeting to include USACE, MDE, and MD DNR.
Prepare Draft Design and Report	Wednesday, July 24, 2024	Friday, October 25, 2024	Prepare draft design for Glenwood and West Glenwood project sites.
Deliverable - Draft Design and Report	Friday, October 25, 2024	Friday, October 25, 2024	Submit to Town of Easton for review and comment.
Progress Meeting*	Friday, November 8, 2024	Friday, November 8, 2024	Meeting to discuss draft design.
Address Comments on Design and Report	Tuesday, November 12, 2024	Tuesday, December 3, 2024	Revise draft design and report based on comments.
Prepare Final Design and Report	Wednesday, December 4, 2024	Friday, January 31, 2025	Prepare final design for Glenwood and West Glenwood project sites.
Deliverable - Final Design and Report	Friday, January 31, 2025	Friday, January 31, 2025	Submit to Town of Easton for review and comment.
Progress Meeting*	Friday, February 14, 2025	Friday, February 14, 2025	Meeting to discuss final design.

ACTIVITY	START		END		NOTES
Obtain Permits and Approvals	Monday, November 18, 2024		Saturday, May 17, 2025		Joint Permit Application, sediment and erosion control, CAC, NOI.
Pre-Construction Meeting	Monday, May 12, 2025		Monday, May 12, 2025		D-B Team, Town of Easton, regulatory inspectors.
Invasive Management	Tuesday, May 27, 2025		Thursday, May 29, 2025		Pre-construction invasive management.
Construction of Glenwood Project Site	Monday, June 16, 2025		Friday, August 15, 2025		Construct the Glenwood site.
Construction of West Glenwood Project Site	Monday, September 1, 2025		Friday, November 28, 2025		Construct the West Glenwood site.
As-builts, Submit close-out forms.	Monday, December 1, 2025		Tuesday, December 30, 2025		Submit as-builts and complete close-out forms for Glenwood and West Glenwood sites.
Project End (Target)	Tuesday, December 30, 2025		Tuesday, December 30, 2025		Project completion except for monitoring.
Conduct Year 1 Monitoring.	Tuesday, April 14, 2026		Friday, June 12, 2026		Complete stream and vegetation survey, data compilation, report.
Deliverable - Monitoring Year 1 Report	Friday, October 16, 2026		Friday, October 16, 2026		Submit annual report to Town of Easton and regulatory agencies.
Project End (Alternative)	Wednesday, September 30, 2026		Wednesday, September 30, 2026		Project end if delayed due to reasons beyond D-B control such as permitting. Does not include Year 2 and Year 3 monitoring.
Conduct Year 2 Monitoring.	Tuesday, April 13, 2027		Friday, June 11, 2027		Complete stream and vegetation survey, data compilation, report.
Deliverable - Monitoring Year 2 Report	Friday, October 8, 2027		Friday, October 8, 2027		Submit annual report to Town of Easton and regulatory agencies.
Conduct Year 3 Monitoring.	Tuesday, April 18, 2028		Friday, June 16, 2028		Complete stream and vegetation survey, data compilation, report.
Deliverable - Monitoring Year 3 Report	Friday, October 13, 2028		Friday, October 13, 2028		Submit annual report to Town of Easton and regulatory agencies.

Notes: Delays due to permitting are possible. Project may be extended through 9/30/2026.

Use 1 Closure is March 1 – June 15.

Appendix E:
Completed and Signed Proposal Form

PROPOSAL**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

Made this 20 day of March, 2024,

By Coastal Construction Services, LLC

Business Address 246 Charita Way, Severna Park, MD 21146

The Bidder declares that the only person, firm, or corporation or persons, firms or corporations that has or have any interest in this proposal or in the contract or contracts proposed to be taken is or are the undersigned; that this proposal is made without connection, collusion, or agreement with any person, firm, or corporation making a proposal of the same work to bid a fixed or uniform price; that the attached specifications and form of contract and the drawings therein referred to have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with the Town of Easton, in the form of contract hereto attached to do the required work in the manner set forth in the **Scope of Work**.

The prices on the attached and signed Proposal forms are to include and cover the furnishing of all materials and labor requisite and proper (except those specified as being furnished by the Owner (Town of Easton)), and the providing of all necessary machinery, tools apparatus and means of performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the specifications, and the contract drawings within the prescribed time. If this proposal shall be accepted by the Town of Easton and the undersigned shall refuse or neglect within **30** days after receiving the contract for execution, to execute the same then the Town of Easton may at its option, determine that the bidder has abandoned the contract; and thereupon the proposal and the acceptance thereof shall be null and void.

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damage for personal injury, including death, and property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificate of such insurance shall be filed with the Owner (Town of Easton) and shall be subject to its approval for adequacy of protection. Bodily injury liability insurance shall be in an amount not less than \$1,000,000, including death, to each person and subject to the same limit for each person, in an amount of not less than \$3,000,000 on account of one accident. Property damage insurance shall be in an amount not less than \$200,000 per accident, with an aggregate of not less than \$500,000.

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

(Note - The bidder or bidders must sign here, and the address of each must be given.)
In the case of firms, the firm's name must be signed and subscribed to by at least one member.

In case of corporations, the corporate name must be signed by some authorized officer or agent thereto, who shall also subscribe his name and office. If practicable, the seal of the corporation shall be affixed.

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.)

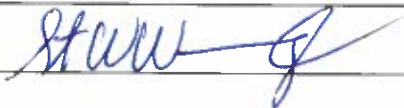
I do solemnly declare and affirm under the penalties of perjury that the declaration and statements contained in the first paragraph thereof are true and correct to the best of my knowledge, information and belief.

Steven W Warner

Owner/President Coastal Construction Services LLC

246 Charita Way

Severna Park MD 21146



I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
#1	2/29/2024	12
#2	3/08/2024	2

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the same by ~~December 31, 2025~~. September 30, 2026 for construction per Addendum #2.

BIDDER further agrees to pay as liquidated damages, and amount of **\$500** per calendar day as defined in the General Conditions.

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

PROPOSAL FORM**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

BASE BID		
Item No.	Description of Work	Total Lump Sum Price
1	Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$15,200.00
2	Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$27,730.00
3	Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$185,064.74
4	Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$3,250.00
5	Year 1 Monitoring	\$3,680.00
6	Year 2 Monitoring	\$3,840.00
7	Year 3 Monitoring	\$4,000.00
Subtotal Glenwood Stream Restoration (Items 1 through 7)		\$241,764.74
8	West Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$15,200.00
9	West Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$26,730.00
10	West Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$260,852.02
11	West Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$8,250.00
12	Year 1 Monitoring	\$3,680.00
13	Year 2 Monitoring	\$3,840.00
14	Year 3 Monitoring	\$4,000.00
Subtotal West Glenwood Stream Restoration (Items 8 through 14)		\$322,552.02
Total Base Bid (Items 1 through 14)		\$564,316.76

The **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

Five Hundred Sixtyfour Thousand Three Hundred Sixteen Dollars and Seventysix Cents _____ Dollars

Bids shall include sales tax and all other applicable taxes and fees.

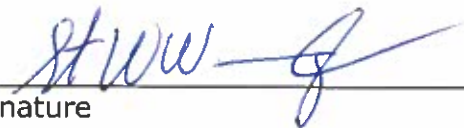
The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of **30** calendar days after the opening of the Bid Proposals.

Coastal Construction Servcies, LLC

Bidder – Company Name

246 Charita Way, Severna Park, MD 21146

Address



Signature

3/20/2024

Date

Steven Warner

President

Printed Name

Title

A contract, if awarded, will be awarded to the lowest, responsible, responsive Bidder whose proposal in the sole opinion of the Owner (Town of Easton) represents the best value to the Town of Easton and the acceptance of which, in whole or in part, is in the best interest of the Town of Easton. The Town of Easton reserves the right to reject any and all bids, to waive any irregularities, and to re-advertise for new bids.

CONSTRUCTION

September 20, 2026

ALL WORK UNDER THIS CONTRACT MUST BE COMPLETED BY ~~December 31, 2025.~~

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

SUBCONTRACTOR LISTING

The following subcontractors will be employed by this contract:

Project Phase	Type of Work	Subcontractors name, address, phone number	Percent of Total Work
Design / Post- Construction	Existing conditions, as-built surveys.	Rauch, Inc. 106 N Harrison Street Easton, MD 21601 410-770-9081	5
Design / Monitoring	Stream assessment, development of concept, draft, final designs, report, permitting, monitoring.	Environmental Systems Analysis, Inc. 2141 Priest Bridge Drive, Suite 1 Crofton, MD 21114	25
Construction	Clearing/Excavation	Dameron Contracting PO Box 137 Dameron MD 20628	20
Construction	Landscaping	Stadler Nurseries PO Box 11 Braddock Heights MD 21714	5

Attach additional pages as necessary. Types of Work not listed indicated that the Bidder intends to perform the work with own force. If a type of work is to be awarded to a subcontractor but the company has not yet been identified, enter "to be determined" in the column for the subcontractors name.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned

Coastal Construction Services LLC.

as Principal, and

The Ohio Casualty Insurance Company

as Surety, are hereby held and firmly bound unto the Town of Easton, as OWNER, the penal sum of Five Percent of Amount Bid (5% of the Total Base Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 21 day of March, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to the Town of Easton a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD.**

NOW, THEREFORE,

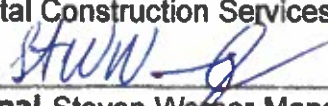
(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any extension.

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

In WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above. Surety executing Bonds shall be a licensed agent in the State of Maryland.
Coastal Construction Services LLC.

 (L.S.)
Principal Steven Warner-Managing Member

The Ohio Casualty Insurance Company

Surety

By:


Mark Congdon

Attorney-In-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Maryland.

END OF SECTION

Appendix F:
Fully Executed Affidavits 1 and 2
Bid Bond

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

NON-COLLUSION CERTIFICATE

COUNTY OF: Easton

STATE OF: Maryland

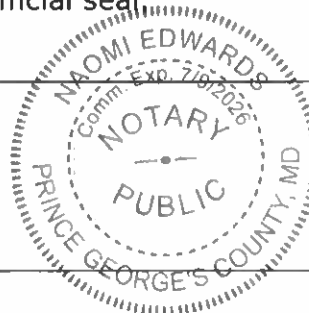
Before me, the undersigned, a Notary Public, in and for the County
and State aforesaid, personally appeared 3-19-24

And made oath in due form of law that the Proposer herein, his
Agents, servants and/or employees, to the best of his knowledge and
belief, have not in any way colluded with anyone for and on behalf of
the Proposer, or themselves, to obtain information that would give the
Proposer an unfair advantage over others, nor have they colluded with
anyone for and on behalf of the Proposer, or themselves, to gain any
favoritism in the award of the Contract herein.

In Witness thereof, I hereby set my hand and official seal


(NOTARY PUBLIC)

My Commission Expires: 7.19.2026



Sign for Identification

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

**TITLE: GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

**DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS
WITH TOWN OF EASTON**

The undersigned does hereby declare that no officer or employee of the Town of Easton and/or Easton Utilities Commission, whether elected or appointed has in any manner whatsoever any interest in or has received prior to hereto or will receive subsequent hereto any benefit, monetary or material consideration from the profits or emoluments of this contract, job, work or service for the Town, and that no officer or employee has accepted or received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the Town in connection with the contract, job, work, or service for the Town, excepting, however, the receipt of dividend or corporation stock.

I, we do solemnly declare and affirm under the penalties of perjury and the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

3-19-24

DATE

SIGNATURE

Steven W Warner

PRINTED

Owner/President

TITLE

Coastal Construction Services LLC

FIRM NAME AND ADDRESS

END OF SECTION

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207188-989733**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Mark Congdon

all of the city of Sykesville state of MD each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of January, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 27th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21 day of March, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

TOWN OF EASTON, MARYLAND

Easton Affordable Housing Renovation Program For Owner Occupied Homes

**Easton Town Hall
14 South Harrison Street
Easton, Maryland 21601
410-822-2525
www.EastonMD.gov**

A GRANT / LOW INTEREST LOAN PROGRAM TO IMPROVE YOUR HOME:

An opportunity for residents who own and occupy homes as their primary residence and pay property taxes in the town of Easton, MD to apply for a grant or low interest loan through the Town of Easton Affordable Housing Fund for approved renovations to improve the Energy Efficiency, Safety and Livability of their home. *An exception shall be considered for a neighborhood within the town limits of Easton where a homeowner pays ground rent for the property their home is located on. (i.e., Sun Communities - Hyde Park) and the property owner pays property taxes to the Town of Easton.

APPLICATION:

For the Affordable Housing Board to determine if you are eligible to participate in the Renovation Program, you must complete an application and provide information about your family, income and financial status and the scope of the renovation.

ELIGIBILITY:

Owner Occupied Residential Property:

- Persons who have owned and occupied their home as a primary residence for a minimum of (1) one year are eligible to participate in the program.
- Eligible properties shall have a current year Tax Assessment not exceeding \$275,000.00.

INCOME LIMITS:

Your Total Household Income must not exceed the current maximum income limits shown in the table on page #2. Total Household Income may include the annual income of all parties listed as owners on the Property Deed or Title, plus all occupants of the property (18) eighteen years of age and over. Parties list resident owners on the Property Deed or Title that do not reside in the property and do not provide financial support for the primary resident, will be required to sign an Affidavit indicating the same and show proof of residency. All parties listed as co-owners on the property Deed or Title will be required to sign all documents relating to any grant or loan. There is an asset cap of \$20,000.00; the asset cap may include but not be limited to; cash, checking and saving accounts, stocks and bonds, other bank accounts, CD's, cash value life insurance policies

Last edited 05/06/2024

and other real estate; also included would be Retirement Accounts, IRAs, and 401K's with a value more than \$100,000.00.

The Town of Easton **2024 median income is \$98,955** based upon the 2024 Talbot County median income estimate from HUD. Three income categories have been established and include:

Very Low Income: 50% of the Easton median income

Low Income: 50% to 80% of the Easton median income

Moderate Income: 80% to 100% of the Easton median income

The table that follows depicts the maximum income based upon the category, the number of people in your family and is determined using HUD formulas:

Family Size	1	2	3	4	5	6	7	8
Very Low Income	\$ 34,323	\$ 39,226	\$ 44,129	\$ 49,033	\$ 52,955	\$ 56,878	\$ 60,800	\$ 64,723
Low Income	\$ 54,917	\$ 62,762	\$ 70,607	\$ 78,452	\$ 84,728	\$ 91,005	\$ 97,281	\$ 10,557
Moderate Income	\$ 68,646	\$ 78,452	\$ 88,259	\$ 98,065	\$ 105,910	\$ 113,756	\$ 121,601	\$ 129,446

THE GRANT / LOAN PROGRAM:

The Grant Program is available for Very Low-Income applicants; please refer to above table for maximum income limits. **If the property is sold within (5) Five years from the date renovations are completed, the Grant funds received shall be repaid from the Grantee to the Easton Affordable Housing Fund at or before the real estate property transfer.**

Deferred No Interest Loan Program is available for Low Income applicants; please refer to above table for maximum income limits. Deferred loans will be recorded. The loan may be paid in full prior to the loan term. The loan would be due and repaid when the home is no longer owner occupied is refinanced or is sold, payable to the Easton Affordable Housing Fund at or before the real estate property transfer.

The Low Interest Loan Program is available for Moderate Income applicants; please refer to above table for maximum income limits. Loans would be offered at a moderate interest rate and a maximum (10) year term, both to be determined at the time the application is approved. The loan will be recorded with predetermined monthly installments. The loan may be paid in full prior to the loan term. The balance of the loan will be due and repaid when the home is no longer owner occupied is refinanced or is sold. **Current Interest Rate – 5.0%**

The Grant / Loan program would be available **for a maximum of \$25,000 for the property address. Should the maximum not be utilized during the first project the remaining balance may be applied for an additional project after a period of twelve months from completion of the initial project. The opportunity for use of any remaining balance would**

Last edited 05/06/2024

expire (5) five years from the date of completion of the initial project. Additional projects for a given address would require a new application. Should the scope and cost of the required renovations exceed the established loan limits set by the Easton Affordable Housing Board; the Board will recommend and assist the applicant through other programs including but not limited to the Department of Housing and Community Development (DHCD) special loans program.

Applicant Signature _____	Date _____
Applicant Signature _____	Date _____

Applicants must be current on all outstanding mortgages and liens against the property and property owner must present a letter or current monthly statement from all mortgage companies certifying the applicant is in good standing at the time of application. **Reverse Mortgages shall only be considered for approval if the outstanding principle does Not exceed 80% the current Tax Assessment of the property.**

Public Records will be checked for any bankruptcies, outstanding judgments or liens against the applicant or the property.

THE RENOVATION PROJECT:

Program details and applications will be available during regular business hours at the Town of Easton office, 14 S Harrison Street, Monday through Friday 8:30am – 4:00pm or through the Town’s website, www.eastonmd.gov Then look under Community and Affordable Housing.

Applicants may choose from a list of approved contractors or submit a contractor of their choice for approval by the Affordable Housing Board. All approved contractors must be licensed by the State of Maryland.

Approved renovation projects must follow a designated timeline for completion set and agreed to by the Affordable Housing Board and the selected contractor.

Approved renovation projects must follow the code and permit regulations as established by the Town of Easton. Contractors will be responsible for obtaining and for the cost of all necessary permits.

Payment for completed projects will be paid directly from the Affordable Housing Fund by the administrator of the fund and paid directly to the contractor after all invoices are approved by the applicant and all inspections are completed. Inspections will be conducted by the Town of Easton Permits and Inspections Department for code compliance.

Last edited 05/06/2024

RENOVATION PROJECTS:

May include but not be limited to.

Energy Efficiency.

- Replacement windows and doors
- Increased insulation
- **Repair or** Replacement of failing or failed HVAC systems.
- **Repair or** Replacement of defective or damaged roofs.
- New siding
- Weatherization projects

SAFETY:

- **Repair or** replace defective or damaged front and/or rear steps.
- Addition of **Accessibility** Ramps
- Addition or replacement of locks
- **Repair or** Replacement of damaged floors.
- Mold remediation
- Lead paint issues.

LIVABILITY:

- Update electrical systems.
- Update plumbing systems.
- Building Code Violations
- Code Enforcement
- Accessibility Accommodations



May 20, 2024

Mayor and Town Council
14 South Harrison Street
Easton, MD 21601

RE: Proposed Corrigan & Trippe Ventures, LLC Annexation

Dear Council Members & Mayor Cook:

The Easton Planning and Zoning Commission recently reviewed the Annexation request of Corrigan and Trippe Ventures, LLC. At our regular monthly meeting of May 16, 2024, we concluded this review and took the actions described below.

The subject property is located between homes fronting Ocean Gateway and the Stoney Ridge Subdivision, accessed via Third Street. Although development plans are not generally required at the Annexation stage, the Applicant, represented by Zachary Smith, Esquire, shared their intent to ultimately seek a Planned Unit Development Application for the property (if annexed) to pursue construction of affordable multifamily housing on the site. Following the presentation by Mr. Smith, and comments from the Public, the Commission discussed the matter and took a number of actions. Specifically, we determined (by a vote of 3-1, (with one member absent) that the proposed Annexation is consistent with the Town's Comprehensive Plan. Although the Comprehensive Plan recommends Commercial as the future land use of this parcel, the applicant is requesting the parcel be zoned as R-10A (Residential). In this case, despite the request being different from what the Plan recommends, the Commission believes R-10A is an appropriate classification, given that most of the surrounding area is also zoned R-10A in the Town or a residential classification under Talbot County's Zoning Ordinance. Furthermore, this particular property is currently zoned for two different residential classifications under the terms of the Talbot County Zoning Ordinance.

Accordingly, the Commission took the following actions (by the aforementioned 3-1 vote):

1. To find that the proposed Annexation request is consistent with the Town's Comprehensive Plan;
2. To recommend that you approve the proposed Annexation; and
3. To recommend that upon Annexation, you apply the R-10A Zoning classification to the annexed parcels.

If you should have any questions concerning these recommendations, please feel free to contact me or either the Town Planner or Town Attorney, both of whom can speak to our actions in this matter.

Regards,

A handwritten signature in black ink that reads "Philip Toussaint". The script is cursive and fluid, with the first name and last name clearly legible.

Easton Planning and Zoning Commission

Philip Toussaint, Vice-Chair

EXHIBIT C TO RESOLUTION 6185
ANNEXATION PLAN
2024 ANNEXATION TO THE TOWN OF EASTON OF CERTAIN LANDS LOCATED
ON THE EAST SIDE OF OCEAN GATEWAY/U.S. ROUTE 50 AND CONSISTING OF
17.329 ACRES OF LAND, MORE OR LESS

In accordance with § 4-415 of the Local Government Article of the Annotated Code of Maryland, the Town of Easton hereby sets forth the following Annexation Plan for Resolution No. 6185. Section 4-415 permits amendment of the Annexation Plan during the annexation process.

I. Property. The property proposed for annexation to which this Annexation Plan relates consists of 17.329± acres of land comprised of “TOTAL AREA OF ANNEXATION AREA: 17.329 AC ±” (the “Annexation Property”) on a plat titled “ANNEXATION PLAT ON THE LANDS OF CORRIGAN AND TRIPPE VENTURES, LLC IN THE FIRST ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 34, GRID 24 PARCEL 128”, prepared by Lane Engineering, LLC, dated December 21, 2023 (the “Annexation Plat”), which is Exhibit “A” to Resolution 6185.

II. Land Use Patterns and Plans – Existing and Proposed.

A. The 2016 Talbot County Comprehensive Plan identifies the Annexation Property as “Designated Growth Residential” and a “Tier II-B Secondary Mapped Growth Area, Planned for Sewage”.

The 2010 Town of Easton Comprehensive Plan, as amended (the “Easton Plan”), designates the Annexation Property as a Priority 1 Boundary Refinement Area. (Easton Plan Growth Areas Map). The Municipal Growth Element of the Comprehensive Plan defines Boundary Refinement Areas as areas that in most cases “are already developed in Talbot County and they are deemed appropriate for consideration for annexation during the life of this Plan.” (Easton Plan p. 49). The Easton Plan identifies Priority 1, Boundary Refinement Areas, including the Annexation Property, as areas that are “important to bring...into [the] Town.” (Easton Plan p. 257). The Easton Plan was amended in 2016 to incorporate a Sewer Tier Map, in accordance with State law and this map classifies the Property as “Tier II – Planned for Sewer, Municipal or Growth Area.”

B. The pre-annexation Talbot County zoning of the Annexation Property is Town Conservation (TC). The proposed R-10A Residential zoning district permits medium density residential uses. The Petitioner intends to submit a Planned Unit Development (“PUD”) for the property to construct multi-family housing on the property.

C. The R-10A Residential district permits a greater than 50% density than and permits land uses that are not authorized in the County’s Town Conservation (TC) zone. In accordance with § 4-416 of the Local Government Article of the Maryland Annotated Code, if the County expressly approves, the Town may place the annexed land in zoning classifications that permit land uses different from the land uses specified under the Talbot County Zoning Ordinance and/or permits a 50% greater density than that allowed under the Talbot County Zoning Ordinance. The Town intends

to seek Talbot County's express approval to apply the zoning district proposed. Any future development of the Annexation Property shall be in accordance with the Zoning Ordinance provisions applicable to the Annexation Property at the time of the development.

III. Availability of Land for Public Facilities. Following annexation, the Annexation Property will be served by the Easton public water and sewer systems, which will require extension of those public utility systems. Adequate water and sewer capacity exists within the Town's utility systems to serve existing and future uses of the Annexation Property without dedication of additional land. Fire and police protection will be provided by the Easton Volunteer Fire Company and the Town of Easton Police Department using existing facilities. The Town's existing public works, fire, police and emergency services facilities, equipment and personnel are adequate to accommodate the Annexation Property at this time. With the multi-family units there will be an impact on schools, libraries and other recreational services, but the applicant's share of that impact is adequately captured by impact fees. At this time, no additional land for public facilities on the Annexation Property is considered reasonably necessary.

IV. Extension of Municipal Services (Schedule and Financing).

A. Utility Service. Following annexation, all or portions of the Annexation Property may be served by Town water and sewer for facilities. All such extensions will be completed at the Owner's expense and in accordance with the standards and specifications of the Town.

All applicable Town fees and user rates to cover the costs associated with usage- or consumption-based municipal services, such as water and sewer service shall be charged to the Annexation Property.

B. Roads. The Annexation Property has existing access off of Ocean Gateway/U.S. Route 50, which is a State Road.

C. Fire Protection. The Easton Volunteer Fire Company already provides service to the Annexation Property and will continue to provide such service at the same or similar level of service after annexation. The Fire Company receives substantial financial support from the Town.

D. Police Services. Police Services are currently provided by the Talbot County Sheriff's Department. Upon annexation, the Easton Police Department will extend service to the Annexation Property. Service will be provided using existing personnel and equipment. The costs of these services shall be paid out of the Town's general funds.

Pursuant to Section 4-415(g) of the Local Government Article, amendments to this Annexation Plan shall not be construed amendments to the Annexation Resolution, nor may they serve in any manner to cause a re-initiation of the annexation procedure related to the property described in Section I.

ANNEXATION AND PUBLIC FACILITIES AGREEMENT

THIS ANNEXATION AND PUBLIC FACILITIES AGREEMENT (“**Agreement**”) made this ____ day of _____, 2024, by the TOWN OF EASTON, a Maryland municipal corporation (“**Town**”) and CORRIGAN & TRIPPE VENTURES, LLC, a Maryland limited liability company (“**Petitioner**”). Herein, the Town and Petitioner are each a “**Party**” and collectively, the “**Parties**”.

RECITALS

The Recitals set forth herein, to the extent that they set forth the intentions of or commitments by the Parties, are enforceable provisions of this Agreement.

A. Petitioner is the fee simple owner of a parcel of land designated as Parcel 128 on Talbot County Tax Map 34, which is located along the east side of Ocean Gateway/U.S. Route 50 in Easton, Maryland. Such parcel totals 17.329 acres, more or less, and is referred to herein as the “**Annexation Property**”.

B. The Annexation Property is contiguous and adjacent to the present corporate boundary of the Town. The Annexation Property is more particularly depicted as “TOTAL AREA OF ANNEXATION AREA: 17.329 AC ±” (the “Annexation Property”) on a plat titled “ANNEXATION PLAT ON THE LANDS OF CORRIGAN AND TRIPPE VENTURES, LLC IN THE FIRST ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 34, GRID 24 PARCEL 128”, prepared by Lane Engineering, LLC, dated December 21, 2023 (“**Annexation Plat**”), which plat is incorporated herein and a reduced scale copy of which is attached hereto as Exhibit A. The Annexation Property is also more particularly described by metes, bounds, courses and distances by a legal description (“**Annexation Description**”) dated January 11, 2024 prepared by Lane Engineering, LLC entitled “ANNEXATION DESCRIPTION ON THE LANDS OF CORRIGAN AND TRIPPE VENTURES, LLC IN THE FIRST ELECTION DISTRICT TALBOT COUNTY, MARYLAND”, which is attached hereto as Exhibit B.

C. In order to effectuate the annexation of the Annexation Property, Petitioner executed and submitted to the Town a Petition for Annexation of the Annexation Property (“**Annexation Petition**”). Petitioner constitutes the owner of one hundred percent (100%) of the assessed valuation of the Annexation Property. There are no registered voters in Talbot County who reside on the Annexation Property.

D. The 2010 Town of Easton Comprehensive Plan, as amended (the “Easton Plan”), designates the Annexation Property as a Priority 1 Boundary Refinement Area. (Easton Plan Growth Areas Map). The Municipal Growth Element of the Comprehensive Plan defines Boundary Refinement Areas as areas that in most cases “are already developed in Talbot County and they are deemed appropriate for consideration for annexation during the life of this Plan.” (Easton Plan p. 49). The Easton Plan identifies Priority 1, Boundary Refinement Areas, including the Annexation Property, as areas that are “important to bring...into [the] Town.” (Easton Plan p. 257). The Easton Plan was amended in 2016 to incorporate a Sewer Tier Map, in accordance with State law and this map classifies the Property as “Tier II – Planned for Sewer, Municipal or Growth Area.”

E. The Comprehensive Plan more specifically explains that the “Priority 1 – Boundary Refinement” designation on the Growth Area Map is applied to areas that:

“... are not presently within the Town of Easton but should be.... Generally these consist of already developed areas like Crofton, Old Stoney Ridge, Old Beechwood, and most of Easton Point. They have long ago been developed under Talbot County rules and regulations and have increasingly become surrounded by properties developed under Town of Easton guidelines. To virtually any outsider, these areas would be assumed to currently be in the Town of Easton corporate limits. It is important to bring these areas into Town for at least three reasons. First, all of these areas are served by septic systems and most utilize individual private wells for water. This is both potentially environmentally damaging and inefficient given the relative close proximity and availability of Town water and sewer.

The second reason these properties should be in the Town of Easton is that given their location, they enjoy many of the conveniences of being in Town without paying a fair share. Finally, from the Town’s perspective the most important reason these areas should be in Town is that they preclude the Town’s ability to grow in the future. This is due to the fact that Maryland annexation law makes it illegal to create an enclave or island of unincorporated land surrounded by a municipality. Thus when such areas exist, they have the short-term effect of causing some rather strange Town boundaries as developers annex in such a way as to technically comply with this requirement. The long-term effect is that growth is stopped in a given direction. As indicated in the Land Use chapter, these are the only areas that should be annexed during the next planning period.

F. The Petitioner requested the establishment of R-10A Residential zoning for the Annexation Property, which permits medium density residential uses. The Petitioner intends to submit a Planned Unit Development (“PUD”) for the property to construct multi-family housing on the property.

G. Petitioner requests annexation of the Annexation Property by the Town so long as certain matters pertaining to its present use and future development are resolved, including without limitation, matters related to zoning and extension of public utilities and services.

H. The Town desires to provide access to municipal services for existing developed areas located immediately adjacent to the municipal boundary, to control the growth that will occur adjacent to its boundaries, and to ensure that such growth enhances the character of the Town and that the impacts of such growth are managed for the benefit of the Town and its citizens.

I. The Town is willing to annex the Annexation Property, provided that the Petitioner agrees to adhere to the laws, ordinances and regulations of the Town and such other provisions set forth herein regarding the use and development of the Annexation Property.

J. Appropriate and required Town public hearings have been held pursuant to applicable law and the Easton Town Council voted to adopt Annexation Resolution No. 6185 on _____, 2024, a copy of which is attached hereto as Exhibit C.

K. Petitioner and the Town desire to set forth the terms and conditions of the proposed annexation.

NOW, THEREFORE, in consideration of the mutual interests, provisions and covenants, agreements, and undertakings set forth herein, the sufficiency of which is expressly acknowledged, Petitioner and the Town mutually agree as follows:

1. **Property; Town Taxes.** The Annexation Property was annexed pursuant to the Annexation Resolution. This Annexation Agreement shall apply to, run with and bind the Annexation Property. The Annexation Property shall be subject to all applicable Town taxes, unless otherwise exempt.

2. **Zoning Upon Annexation.**

2.1. **Existing Uses.** Except as provided herein, Petitioner and the Town agree that all existing land uses, lots and structures, whether permitted, accessory, conforming, non-conforming, or special exceptions, currently made in and upon the Annexation Property may continue following annexation subject to the Minimum Property Maintenance Standards of the Easton Town Code and subject to the provisions regarding non-conforming uses contained in the Town Zoning Ordinance.

2.2. **Zoning.** Simultaneously with the filing of the Annexation Petition, Petitioner requested that the Town adopt an ordinance to: (i) amend the official Town zoning map to include the Annexation Property and (ii) apply the R-10A Residential zoning district to the Annexation Property. The Town introduced Ordinance No. 811, a copy of which is attached hereto as Exhibit D, on April 1, 2024.

2.3. **County Consent.** Petitioners acknowledge that due to the differences in density between the proposed Town zoning classification and the pre-annexation County zoning classification, the Town submitted a request to the Talbot County Council for express approval of the proposed Town R-10A zoning, which was approved by adoption of Talbot County Resolution No. _____ on _____, 2024.

3. **Future Uses of Annexation Property.** Petitioner intends to develop the Annexation Property with multi-family housing. Although multi-family housing is permitted by special exception or through the use of a PUD, Petitioner agrees that as a condition of the annexation, it will diligently and in good faith seek approval from the Town to develop the Annexation Property with multi-family housing in accordance with the PUD provisions of the Town Zoning Ordinance. Petitioner intends that all of the multi-family housing shall be attainable. However, at a minimum any development on the Annexation Property shall have at least twenty five percent (25%) of its housing as attainable, defined as ownership or rental housing that is attainable to those household making 60% or less of the Easton Median Family Income (MFI) adjusted by household size, and further adjusted yearly by the Easton Affordable Housing Board, and who generally do not spend more than 30% of their income on housing costs. The affordability period shall be the time period set by the Easton Affordable Housing Board. Alternatively, if developed under the Federal Low Income Housing Tax Credit Program, the income limitations of

tenants and the affordability period shall be in accordance with such program. Petitioner hereby acknowledges and agrees that any future development of the Annexation Property must comply with applicable zoning and approval processes of the Town. Development must also comply with development impact fee ordinances of the Town and County, as applicable. Nothing herein shall, in any way, constitute a development approval of a specific project or a waiver of any associated fees.

4. **Public Services and Improvements.** The following provisions, at a minimum, will govern the obligations of the Parties with respect to public services and improvements. Notwithstanding anything herein to the contrary, this Agreement shall not preclude, limit or otherwise affect the ability of the Petitioner to propose and enter into development impact fee credit agreement(s) with the Town and/or County.

4.1. **Standards for Public Improvements; Equality of Exactions.** Petitioner agrees to comply with the Town's design standards and requirements in effect at the time of construction ("**Town Standards**") with respect to any public improvements or infrastructure to be owned and maintained by the Town, such as roads, streets and alleys, curbs and gutters, sidewalks, and water, sewer and stormwater drainage systems. Petitioner, if undertaking such work, shall cause all work on the improvements to be completed in a good and workmanlike manner and with due dispatch. Where the construction and installation of any improvement requires the consent, permission, or approval of any public agency or private party, should Petitioner propose construction or installation, Petitioner shall promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be legally required to obtain such consent, permission or approval.

4.2. **Provision of Public Services; Reservation and Allocation of Water and Sewer Capacity.** The Town further represents, subject to the obligations of Petitioner set forth in this Section 4, that it will support existing uses and proposed redevelopment of the Annexation Property by providing all necessary municipal services required by the Annexation Property, including, but not limited to, adequate water, sewer, gas, data/communication and electric (if applicable) services through Easton Utilities, fire and police protection, garbage collection and other municipal services generally available to Town residents subject to applicable Town fees and tariffs and other costs in effect at the time services is rendered, unless otherwise agreed between the Town and Petitioner.

With regard to public water and sewer allocation, the Town guarantees, covenants and warrants that it will not set any policy, position or course of action that is detrimental to existing use or development of the Annexation Property provided that development is consistent with other applicable Town regulations and standards. These covenants notwithstanding and subject to limitations established by any subsequent development rights and responsibilities agreement(s), the Parties understand and agree that the Town, if otherwise authorized by law, may enact future ordinances, charter provisions, or amendments deemed necessary to protect the public health, safety and welfare of the citizens of the Town and said ordinances, charter provisions, or amendments shall apply to the use and development of the Annexation Property, provided such application does not interfere with Petitioner's vested rights. Nothing in this Agreement shall entitle or obligate the Town through the Easton Utilities Commission ("EUC") to provide electric service to any portion of the Annexation Property located outside of its authorized service area.

Petitioner acknowledges and agrees that no public water or wastewater capacity for existing uses or redevelopment of any portion of the Annexation Property shall be allocated or reserved by EUC unless and until the owner of the parcel(s) for which capacity is desired pays to EUC the capital charges applicable for such allocation or reservation under the then-applicable water and wastewater tariffs. Notwithstanding any provision herein to the contrary, Petitioner shall not be obligated to pay such capital charges or connect the Annexation Property to the Town water or wastewater systems unless and until the occurrence of the earlier of: (i) election by Petitioner to connect to such systems, (ii) issuance by the Talbot County Health Department or Maryland Department of the Environment of a final, non-appealable order requiring connection of the Annexation Property to such systems, (iii) expansion of existing improvements or redevelopment of the Annexation Property in a manner that requires capacity in excess of the capacity of the existing septic system on such property, or (iv) replacement of an existing septic system on the Annexation Property is required for any reason.

4.3. Public Utility Improvements and Extensions. Except as provided herein, to the extent that extensions of public utilities will be necessary to meet the utility service requirements within the Annexation Property, Petitioner will design and construct or cause to be constructed, at its sole expense including charges provided for in the applicable tariff(s) in effect at the time service is rendered, such lighting, gas, cable, electric (if applicable) and public water and sanitary sewer utility extensions, including water and sewer mains, trunk lines, fire hydrants and appurtenant facilities, required or imposed to serve development, redevelopment or other actions on the Annexation Property in accordance with the standards and specifications of the Town and Easton Utilities. Upon completion of construction and satisfactory inspection in accordance with Town Standards, the Town shall assume the ownership and on-going operation and maintenance of these facilities in accordance with Town ownership and maintenance policies or pursuant to the terms of a development rights and responsibilities agreement. With respect to the pump station and force main, Petitioner, or its successors in title shall own, operate, and maintain them subject to EUC approval authority.

4.3.1. Wastewater Improvements

A. *Connection of Annexation Property.* Annexation shall be effective before any connection to the Town's collection system will be permitted.

B. *Available Capacity.* Sewer capacity to the Annexation Property is available to accommodate current uses, subject to the provisions of Section 4.2. Additional capacity for future uses may be available subject to an analysis of the available capacity of the existing force main and approval by EUC at the time a development plan is proposed. At the time of annexation, the Petitioner shall be assessed the cost of one (1) EDU per parcel.

C. *Service Configuration.* Town sewer service will be available to the Annexation Property. The size of the sewer service will be based on the current or approved flow demands of the Annexation Property. Petitioner shall be responsible for all costs associated with the design and construction of the individual sewer service to the EUC public sewer main, including; taps to the main, service to the property line, grinder pump, and repairs to public infrastructure disturbed with the installation of the new sewer service.

4.3.2. Water Improvements.

A. *Connection of Annexation Property.* Annexation shall be effective before any connection to the Town's water system will be permitted. Prior to any connection to the EUC water system, the structure to be connected to the water system shall be physically disconnected by a minimum of five (5) feet from any other source of water.

B. *Available Capacity.* Water capacity to the Annexation Property is available to accommodate current uses, subject to the provisions of Section 4.2. Additional water service for future demands may be provided subject to an analysis of the capacity of the existing water main and approval by EUC at the time a development plan is proposed.

C. *Service Configuration.* Town water service will be available to the Annexation Property. The size of the water service will be based on the current or approved flow demands of the Annexation Property. Petitioner shall be responsible for all costs associated with the design and construction of the individual water service to the EUC public water main, including; taps to the water main, service to the property line, curb stops, water meter installation, and repairs to public infrastructure disturbed with the installation of the new water services.

4.4. Roads. To the extent that public roadway improvements are lawfully required to serve future development or redevelopment of any portion of the Annexation Property, Petitioner shall be responsible for constructing or causing to be constructed, at its expense, all roadway improvements required or imposed due to development, redevelopment or other actions on such Petitioner's property in accordance with the applicable standards, specifications and requirements of the Town. The parties anticipate that Third Street will be the primary access point for the Annexation Property. Petitioner agrees to diligently pursue a traffic signal at the intersection of Third Street (or such other primary access point for the Annexation Property) and Ocean Gateway/U.S. Route 50 with the State Highway Administration ("SHA"). If the Petitioner is able to secure approval from SHA and if the entire cost of the traffic signal is not borne by SHA, then the Petitioner shall be responsible for the cost of the traffic signal.

4.5 Easements and Rights-of-Ways. Petitioner hereby agrees to grant to the Town upon request, at no cost, rights-of-way or easements within ten (10) feet of the exterior boundaries of the Annexation Property in the event that such rights-of-way or easements shall be necessary for the installation, maintenance, replacement and/or removal of public utilities and roads in accordance with the provisions of this Section 4.

4.6 Public Works Agreements. If required by the Town, should Petitioner propose to develop the Annexation Property, Petitioner and Town shall enter into one or more public works agreements that provide more detailed provisions regarding the construction of all required improvements and extension of public utilities and which shall be in a form reasonably acceptable to the Town Attorney.

4.7 Amendment of Comprehensive Water and Sewer Plan. Petitioner and the Town agree and acknowledge that it may be necessary to amend the County Comprehensive Water and Sewer Plan before Petitioner undertakes the water and sewer facilities improvements and the

Town extends water and sewer services to the Annexation Property. Petitioner and the Town agree to cooperate to apply for and obtain any amendments to the Talbot County Comprehensive Water and Sewer Plan as may be required.

4.8 Connectivity. Petitioner agrees to diligently pursue pedestrian connectivity, which at a minimum shall include pedestrian connectivity to the park in the nearby Stoney Ridge subdivision and a safe pedestrian access to the intersection of Dutchmans Lane and Ocean Gateway/U.S. Route 50 where there is a pedestrian crossing. Petitioner's obligation shall include the acquisition of any required rights of way, as well as the design, permitting, and construction of the pedestrian connections.

5. Mutual Assistance. The Parties shall do all things reasonably necessary or appropriate to carry out and to expedite the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions of this Agreement and the intentions of the Parties as reflected by said terms including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Town of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

Petitioner and the Town agree to promptly execute all permit applications needed by Petitioner for permits or approvals from Federal, State or County agencies and departments or any other public or private agencies from whom a permit is required to develop such Petitioner's portion of the Annexation Property, provided that such permit applications are prepared in accordance with applicable laws, ordinances, rules, and regulations and consistent with development approvals granted by the Town for the Annexation Property. The Parties each further agree to cooperate in the securing of such permits or approvals from such agencies. Nothing in this Agreement shall require the Town to vary, deviate, or depart from applicable rules, regulations, or standards in processing any permit, application, or in issuing any approval. All such rules, regulations, and standards shall remain in full force and effect.

6. Notices. All notices and other communication in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below; (2) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or (3) by a nationally-recognized delivery service company to the street address with written proof of delivery.

Notices and communications to the Petitioner shall be addressed to, and delivered at, the following addresses:

Corrigan & Trippe Ventures, LLC
27849 Little Park Road
Easton, Maryland 21601

With a copy to:
Zachary A. Smith, Esquire
114 Bay Street
Easton, Maryland 21601

Notices and communications to the Town shall be addressed to, and delivered at, the following addresses:

Town of Easton
14 S. Harrison Street
Easton, Maryland 21601
Attn: Mayor

With a copy to:
Sharon M. VanEmburch, Esquire
Ewing, Dietz, Fountain & Kehoe, P.A.
16 South Washington Street
Easton, Maryland 21601

7. **Other Provisions.**

7.1. **Applicable Law.** It is the intention of the Parties that all questions with respect to the construction of this Agreement and rights and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Maryland.

7.2. **Scope of Agreement.** This Agreement is not intended to limit the exercise of police powers of the Town or to limit the operation of the Town government, or to guarantee the outcome of any administrative process. Unless otherwise specifically provided in writing in this Agreement or any other subsequent agreement, this Agreement shall be subject to all properly enacted laws, and properly adopted governmental regulations, now or hereafter existing and applicable. This Agreement shall not be rendered invalid by reason of the enactment or amendment of any law or the adoption or amendment of any regulation, which law or regulation is either (1) enacted or adopted in the exercise of a governmental power for a valid governmental purpose; (2) enacted or adopted by the Town as the result of a mandate by the State of Maryland or the U.S. Government; or (3) applicable to both the Annexation Property and to similarly situated property located outside of the Town in Talbot County.

7.3. **Entire Agreement.** Except as specifically provided herein, this Agreement embodies and constitutes the entire understanding between the Parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

7.4. **Estoppel.** The Parties to this Agreement agree not to challenge or contest, and waive any right to challenge or contest, in any legal or equitable proceeding, in any forum whatsoever, the validity, legality, or enforceability of this Agreement, or any of its provisions, terms or conditions.

7.5. **Waiver of Breaches.** No waiver of any contingency or the breach of any of the terms or provisions of this document shall be a waiver of any other contingency or proceeding or succeeding breach of this document or any provision hereof.

7.6. **Project as a Private Undertaking.** It is understood and agreed by and between the Parties that the development or redevelopment of the Annexation Property is a private undertaking, that neither the Town nor Petitioner is acting as the agent of any other party in any respect hereunder, and that each Party is an independent contracting entity with respect to the

provisions of this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

7.7. Modification. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No such modification shall be binding on the other Party hereto nor affect their rights under this Agreement as to any other Party without such Party's written consent.

7.8. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

7.9. Binding Effect. The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties, any successor municipal authorities of the Town and successor owners of record of the Annexation Property, it being expressly understood and agreed that this Agreement shall be assignable, in whole or in part, by Petitioner, with respect to its portion of the Annexation Property, without the consent of the Town, any of its elected officials, employees or agents. Notwithstanding the foregoing, any transfer of all or a portion of the Annexation Property shall be subject to the terms of this Agreement.

Except with respect to Section 7.17, Petitioner's obligations hereunder shall be contingent upon annexation of the Annexation Property and establishment of the Town zoning described by Section 2.2, and shall not constitute personal obligations independent of ownership of the Annexation Property.

7.10. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their respective successors and assigns as permitted and limited by this Agreement. It is expressly agreed by all parties that the owner or successor owner of a portion of the Annexation Property shall have no contractual rights by virtue of this Agreement to control, approve or otherwise direct the size, density, proposed use, style, arrangement, timing, phasing or any other aspect of development of the remainder of the Annexation Property that it does not own.

7.11. Severability. The Parties intend that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

7.12. Enforceability. This Agreement shall be specifically enforceable in any court of competent jurisdiction by either Party hereto by any appropriate action or suit at law or in equity to secure the performance of the covenants herein contained.

7.13. Survival. The terms and conditions of this Agreement shall survive the effective date of the Annexation Resolution and shall not be merged or expunged by the annexation of the Annexation Property or any part thereof by the Town.

7.14. Exhibits. Each exhibit referred to herein or affixed hereto shall constitute a part of this Agreement and be incorporated herein by reference:

Exhibit A – Reduced-scale copy of the Annexation Plat;
Exhibit B – Legal Description;
Exhibit C – Town Annexation Resolution No. 6185; and
Exhibit D – Town Ordinance No. 811;

7.15. Time. Time is of the essence of this Agreement and of each and every provision thereof.

7.16. Town's Annexation Action. This Agreement memorializes the Town's approval of the annexation and the negotiated terms thereof, as approved by the Town during its meeting on _____, 2024.

7.17. Annexation Fees. Petitioner shall be responsible for fees and expenses incurred by the Town of Easton associated with the annexation process, including, but not limited to, legal fees, engineering fees, consulting fees, and advertising expenses, as described herein. Such fees shall include fees from third parties employed by the Town. Petitioner paid the annexation fee of \$15,000.00 with its filing of the annexation petition ("**Annexation Fee**"). The Annexation Fee shall be applied as a credit to the fees and expenses incurred by the Town in connection with annexation of the Annexation Property.

7.18. Mutual Drafting; No Presumption. The drafting and negotiation of this Agreement has been undertaken by the Parties hereto and their respective counsel. For all purposes, this Agreement shall be deemed to have been drafted jointly by the Parties with no presumption in favor of one Party over another in the event of any ambiguity.

7.19. Remedies. The remedies set forth in the Agreement are in addition to, and not in lieu of, any other rights or remedies available to the Parties in law or equity.

IN WITNESS WHEREOF, the Parties have executed and sealed this Agreement as of the day and year first above written, provided, however, that for the purposes of determining the date hereof, as used in this Agreement, such date shall be the last date any Party hereto executes this Agreement.

SIGNATURES APPEAR ON FOLLOWING PAGES

WITNESS:

TOWN OF EASTON

Kathy M. Ruf, Town Clerk

By: _____
Megan J. M. Cook, Mayor

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before me, a Notary Public of the State aforesaid, personally appeared MEGAN J. M. COOK, who acknowledged herself to be the Mayor of the Town of Easton, a Maryland municipal corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Annexation Agreement, and acknowledged that she executed the same for the purposes therein contained as the fully authorized agent of said Town of Easton.

WITNESS my hand and Notarial Seal.

My Commission expires: _____

Notary Public

SIGNATURES CONTINUE ON FOLLOWING PAGES

WITNESS

CORRIGAN & TRIPPE VENTURES, LLC

_____ By: _____
William Coyne, Authorized Member

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before me, a Notary Public of the State aforesaid, personally appeared WILLIAM COYNE, who acknowledged himself to be the Managing Member of CORRIGAN & TRIPPE VENTURES, LLC, a Maryland limited liability company ("Company"), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Annexation Agreement, and acknowledged that he, as Managing Member of the Company, being authorized to do so, executed the same for the purposes therein contained on behalf of the Company.

WITNESS my hand and Notarial Seal.

My Commission expires: _____ Notary Public _____

ATTORNEY CERTIFICATION

I HEREBY CERTIFY THAT I am an attorney in good standing and duly licensed to practice before the Court of Appeals of Maryland, and that this instrument was prepared by me or under my supervision.

Sharon M. VanEmburch



Kathy Ruf <kruf@eastonmd.gov>

Re: Proposed Annexation for Town of Easton

1 message

Ann Sekerak -DNR- <ann.sekerak@maryland.gov>

Mon, May 6, 2024 at 4:16 PM

To: Kathy Ruf <kruf@eastonmd.gov>

Cc: Tracey Gordy -MDP- <tracey.gordy@maryland.gov>, Clay Stamp <cbstamp@talbotcountymd.gov>, btarleton@talbotcountymd.gov, Zach Smith <zachsmith@alrwlaw.com>, SHARON VAN EMBURGH <svanemburgh@ewingdietz.com>, Nick Kelly -DNR- <nick.kelly@maryland.gov>

Hi Kathy -

Thank you for providing information regarding the above-referenced annexation to this office for review. It appears that the area to be annexed is located entirely outside the Critical Area; therefore, we have no comments.

Best,
Annie



Critical Area Commission for the
Chesapeake & Atlantic Coastal Bays
dnr.maryland.gov/criticalarea

Annie Sekerak

Natural Resources Planner

Critical Area Commission for the
Chesapeake & Atlantic Coastal Bays

[1804 West Street, Suite 100](#)

[Annapolis, MD 21401](#)

[410-260-3466](tel:410-260-3466) (office)

[667-500-2027](tel:667-500-2027) (cell)

ann.sekerak@maryland.gov

On Wed, May 1, 2024 at 1:32 PM Kathy Ruf <kruf@eastonmd.gov> wrote:

Please find attached the Public Hearing advertisement which will publish May 5 and May 19, 2024 for the Annexation request for a parcel of land located on the east side of Ocean Gateway/US Route 50 consisting of 17.329 acres of land, more or less.

The Public Hearing will occur June 3, 2024 at 5:35 p.m. for the proposed annexation. Any comments can be sent prior to the public hearing or you may appear in person at the scheduled council meeting which will take place in the council's chambers at [14 S Harrison Street, Easton](#). Thank you for your attention to this matter.

--

Kathy Ruf, Town Clerk, CMC

Office of the Mayor and Town Council

Town of Easton

[14 S Harrison Street](#), P.O. Box 520

Easton, MD 21601

410-822-2525, ext. 127

www.EastonMD.gov

**PLEASE RUN AD IN MAY 5 AND MAY 19 ISSUES OF STAR
DEMOCRAT AND SEND CERTIFICATE OF PUBLICATION TO TOWN
CLERK, 14 S. HARRISON STREET, EASTON, MD 21601 FOLLOWING
THE DATE OF THE LAST PUBLICATION.**

**TOWN OF EASTON
NOTICE OF PUBLIC HEARING
MONDAY, JUNE 3, 2024 AT 5:35 P.M.
FOR ANNEXATION AND ZONING
FOR A PARCEL OF LAND LOCATED ON THE EAST SIDE OF OCEAN GATEWAY/U.S.
ROUTE 50, CONSISTING OF 17.329 ACRES OF LAND, MORE OR LESS**

Notice is hereby given that on Monday, June 3, 2024 at 5:35 P.M., the Town Council of the Town of Easton will hold a public hearing at the Town Office, 14 South Harrison Street, Easton, Maryland 21601 for the following interrelated items, both of which were introduced at the April 1, 2024 Town Council meeting:

1. Resolution 6185 ("Annexation Resolution") to annex a parcel of land approximately 17.329 acres of land, more or less lying contiguous to the existing boundaries of the Town of Easton. (See map and description below); and
2. Ordinance 811 to apply a R-10A Residential zoning classification under the Easton Zoning Ordinance to the property. If required, application of the zoning classifications is contingent upon the Town receiving the express consent of the County Council prior to the effective date of the Ordinance;

The public is hereby invited to comment on the above referenced legislation. Comments may be provided either in writing at any time prior to the hearing or made in person at the time of the hearing. The plats for these properties and the Resolution and Ordinance are on file in the Town Office and are available for inspection during the Town's normal working hours (8:30 a.m. to 4:00 p.m., Monday through Friday).

Description of Land Proposed for Annexation

All that piece, parcel or tract of land situate, lying and being in the First Election District, Talbot County, Maryland, and being more particularly described as follows.

Beginning for the same at a point, said point also being on the easterly side of the public known as Ocean Gateway (150-foot-wide right-of-way) as delineated on a plat titled "Plat showing division of Lots 6 & 7, Mecklenburg Lots (Second Block — E Section" recorded among the Land Records of Talbot County, Maryland in Plat Book 24, Folio 36, said point also being on the easterly "Right-of-Way Line" as delineated on State Roads Commission of Maryland Plat Number 4951, said point also being at the southwest corner of the lands of Richard Burnette (Liber 2439, Foli075), and from said point of beginning and running in the meridian of the Maryland State Coordinate System NAD 83 (2011), and by and with said southerly side of Richard Burnette lands following course and distance

(1) South 75 degrees 29 minutes 31 seconds East, 200.00 feet to a point and the rear property line of said Richard Burnette; thence by and with said rear property line and the extension thereof the following course and distance.

(2) North 14 degrees 32 minutes 45 seconds East, 1169.05 feet to a point 20-feet south of the lands of Dutchmans Land Investments, LLC (Liber 2879, Folio 359) as delineated on a plat of subdivision titled "Plat Showing Proposed Annexation to the Town of Easton" recorded among the aforesaid Land Records in Plat Book 78, Folio 47; thence running 20-feet south and parallel to said Dutchmans Land Investments, LLC lands the following course and distance

(3) South 75 degrees 58 minutes 28 seconds East, 484.72 feet more or less to a point and the center of Windmill Branch; thence by and with the center of the said Windmill Branch and many meanderings thereof generally the following seventeen courses and distances

(4) South 04 degrees 02 minutes 10 seconds East, 11.12 feet to a point; thence

(5) South 26 degrees 43 minutes 32 seconds East, 24.11 feet to a point; thence

(6) South 13 degrees 50 minutes 49 seconds West, 156.48 feet to a point; thence

(7) South 48 degrees 12 minutes 55 seconds West, 71.44 feet to a point; thence

(8) North 78 degrees 18 minutes 07 seconds West, 26.34 feet to a point; thence

(9) North 18 degrees 02 minutes 37 seconds West, 33.72 feet to a point; thence

(10) North 59 degrees 47 minutes 37 seconds West, 25.96 feet to a point; thence

(11) South 61 degrees 14 minutes 27 seconds West, 28.63 feet to a point; thence

(12) South 13 degrees 51 minutes 40 seconds East, 87.37 feet to a point; thence

(13) South 25 degrees 32 minutes 02 seconds West, 145.73 feet to a point; thence

(14) South 14 degrees 53 minutes 22 seconds East, 155.44 feet to a point; thence

(15) South 02 degrees 14 minutes 41 seconds West, 133.00 feet to a point; thence

(15) South 36 degrees 22 minutes 55 seconds West, 75.30 feet to a point; thence

(16) South 06 degrees 33 minutes 33 seconds West, 102.48 feet to a point; thence

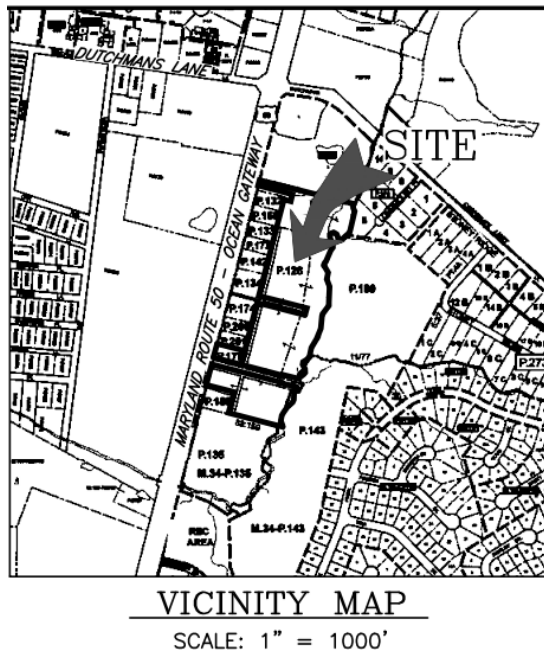
(17) South 22 degrees 23 minutes 04 seconds West, 78.50 feet to a point; thence

(18) South 30 degrees 51 minutes 53 seconds West, 73.24 feet to a point; thence

- (19) South 11 degrees 23 minutes 18 seconds West, 32.00 feet to a point; thence leaving said Windmill Branch and running in, through, over and across Tax Parcel 128, Deed Parcel Two as to include a portion thereof the following twelve courses and distances
- (20) North 87 degrees 00 minutes 18 seconds West, 20.22 feet more or less to a point; thence
- (21) South 11 degrees 23 minutes 18 seconds West, 21.10 feet to a point; thence
- (22) South 50 degrees 15 minutes 51 seconds West, 64.49 feet to a point; thence
- (23) South 11 degrees 19 minutes 30 seconds East, 76.32 feet to a point; thence
- (24) South 45 degrees 20 minutes 03 seconds West, 40.95 feet to a point; thence
- (25) North 75 degrees 27 minutes 15 seconds West, 117.94 feet to a point; thence
- (26) South 19 degrees 46 minutes 31 seconds West, 100.42 feet to a point; thence
- (27) South 75 degrees 27 minutes 15 seconds East, 115.16 feet to a point; thence
- (28) South 18 degrees 43 minutes 12 seconds West, 32.10 feet to a point; thence
- (29) South 03 degrees 03 minutes 57 seconds West, 36.31 feet to a point; thence
- (30) South 38 degrees 38 minutes 21 seconds West, 114.12 feet to a point; thence
- (31) South 17 degrees 49 minutes 05 seconds West, 71.20 feet to a point; thence
- (32) South 17 degrees 24 minutes 05 seconds East, 38.51 feet to a point and the lands of The Unitarian Universalist Fellowship at Easton (Liber 1928, Folio 346); thence by and with said The Unitarian Universalist Fellowship at Easton lands
- (33) North 75 degrees 24 minutes 57 seconds West, 370.11 feet to a point and the lands of Walbridge Real Estate Investments, LLC (Liber 1840, Folio 398); thence by and with said Walbridge Real Estate Investments, LLC land the following two courses and distances
- (34) North 14 degrees 32 minutes 45 seconds East, 150.00 feet to a point; thence
- (35) North 75 degrees 24 minutes 45 seconds West, 200.00 feet to a point and the aforementioned easterly side of Ocean Gateway; thence by and with said easterly side of Ocean Gateway
- (36) North 14 degrees 32 minutes 45 seconds East, 299.64 feet to the Place of Beginning, containing 17.329 Acres of Land, more or less, and

The above parcel is intended to be all of the same land, as shown as Total Area of Annexation on a plan entitled "Annexation Plat on the lands of Corrigan and Trippe Ventures, LLC" as prepared by Lane Engineering, LLC, on January 5, 2024

BEING or intended to be all of those same lands conveyed to Corrigan & Trippe Ventures, LLC, a Maryland limited liability company by deed recorded among the land records of Talbot County, Maryland in Liber 2937, folio 5.



Kathy M. Ruf
Town Clerk

Lane Engineering, LLC

Established 1986

Civil Engineers • Land Planning • Land Surveyors

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ANNEXATION DESCRIPTION
ON THE LANDS OF
CORRIGAN AND TRIPPE VENTURES, LLC
IN THE FIRST ELECTION DISTRICT
TALBOT COUNTY, MARYLAND

January 11, 2024

All that piece, parcel or tract of land situate, lying and being in the First Election District, Talbot County, Maryland, and being more particularly described as follows.

Beginning for the same at a point, said point also being on the easterly side of the public known as Ocean Gateway (150-foot-wide right-of-way) as delineated on a plat titled "Plat showing division of Lots 6 & 7, Mecklenburg Lots (Second Block – E Section" recorded among the Land Records of Talbot County, Maryland in Plat Book 24, Folio 36, said point also being on the easterly "Right-of-Way Line" as delineated on State Roads Commission of Maryland Plat Number 4951, said point also being at the southwest corner of the lands of Richard Burnette (Liber 2439, Folio 75), and from said point of beginning and running in the meridian of the Maryland State Coordinate System NAD 83 (2011), and by and with said southerly side of Richard Burnette lands following course and distance

(1) South 75 degrees 29 minutes 31 seconds East, 200.00 feet to a point and the rear property line of said Richard Burnette; thence by and with said rear property line and the extension thereof the following course and distance.

(2) North 14 degrees 32 minutes 45 seconds East, 1169.05 feet to a point 20-feet south of the lands of Dutchmans Land Investments, LLC (Liber 2879, Folio 359) as delineated on a plat of subdivision titled "Plat Showing Proposed Annexation to the Town of Easton" recorded among the aforesaid Land Records in Plat Book 78, Folio 47; thence running 20-feet south and parallel to said Dutchmans Land Investments, LLC lands the following course and distance

(3) South 75 degrees 58 minutes 28 seconds East, 484.72 feet more or less to a point and the center of Windmill Branch; thence by and with the center of the said Windmill Branch and many meanderings thereof generally the following seventeen courses and distances

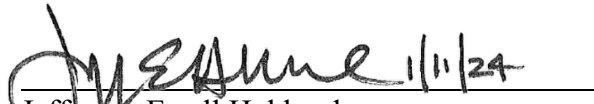
(4) South 04 degrees 02 minutes 10 seconds East, 11.12 feet to a point; thence

- (5) South 26 degrees 43 minutes 32 seconds East, 24.11 feet to a point; thence
- (6) South 13 degrees 50 minutes 49 seconds West, 156.48 feet to a point; thence
- (7) South 48 degrees 12 minutes 55 seconds West, 71.44 feet to a point; thence
- (8) North 78 degrees 18 minutes 07 seconds West, 26.34 feet to a point; thence
- (9) North 18 degrees 02 minutes 37 seconds West, 33.72 feet to a point; thence
- (10) North 59 degrees 47 minutes 37 seconds West, 25.96 feet to a point; thence
- (11) South 61 degrees 14 minutes 27 seconds West, 28.63 feet to a point; thence
- (12) South 13 degrees 51 minutes 40 seconds East, 87.37 feet to a point; thence
- (13) South 25 degrees 32 minutes 02 seconds West, 145.73 feet to a point; thence
- (14) South 14 degrees 53 minutes 22 seconds East, 155.44 feet to a point; thence
- (15) South 02 degrees 14 minutes 41 seconds West, 133.00 feet to a point; thence
- (15) South 36 degrees 22 minutes 55 seconds West, 75.30 feet to a point; thence
- (16) South 06 degrees 33 minutes 33 seconds West, 102.48 feet to a point; thence
- (17) South 22 degrees 23 minutes 04 seconds West, 78.50 feet to a point; thence
- (18) South 30 degrees 51 minutes 53 seconds West, 73.24 feet to a point; thence
- (19) South 11 degrees 23 minutes 18 seconds West, 32.00 feet to a point; thence leaving said Windmill Branch and running in, through, over and across Tax Parcel 128, Deed Parcel Two as to include a portion thereof the following twelve courses and distances
- (20) North 87 degrees 00 minutes 18 seconds West, 20.22 feet more or less to a point; thence
- (21) South 11 degrees 23 minutes 18 seconds West, 21.10 feet to a point; thence
- (22) South 50 degrees 15 minutes 51 seconds West, 64.49 feet to a point; thence
- (23) South 11 degrees 19 minutes 30 seconds East, 76.32 feet to a point; thence
- (24) South 45 degrees 20 minutes 03 seconds West, 40.95 feet to a point; thence
- (25) North 75 degrees 27 minutes 15 seconds West, 117.94 feet to a point; thence



- (26) South 19 degrees 46 minutes 31 seconds West, 100.42 feet to a point; thence
- (27) South 75 degrees 27 minutes 15 seconds East, 115.16 feet to a point; thence
- (28) South 18 degrees 43 minutes 12 seconds West, 32.10 feet to a point; thence
- (29) South 03 degrees 03 minutes 57 seconds West, 36.31 feet to a point; thence
- (30) South 38 degrees 38 minutes 21 seconds West, 114.12 feet to a point; thence
- (31) South 17 degrees 49 minutes 05 seconds West, 71.20 feet to a point; thence
- (32) South 17 degrees 24 minutes 05 seconds East, 38.51 feet to a point and the lands of The Unitarian Universalist Fellowship at Easton (Liber 1928, Folio 346); thence by and with said The Unitarian Universalist Fellowship at Easton lands
- (33) North 75 degrees 24 minutes 57 seconds West, 370.11 feet to a point and the lands of Walbridge Real Estate Investments, LLC (Liber 1840, Folio 398; thence by and with said Walbridge Real Estate Investments, LLC land the following two courses and distances
- (34) North 14 degrees 32 minutes 45 seconds East, 150.00 feet to a point; thence
- (35) North 75 degrees 24 minutes 45 seconds West, 200.00 feet to a point and the aforementioned easterly side of Ocean Gateway; thence by and with said easterly side of Ocean Gateway
- (36) North 14 degrees 32 minutes 45 seconds East, 299.64 feet to the Place of Beginning, containing 17.329 Acres of Land, more or less, and

The above parcel is intended to be all of the same land, as shown as Total Area of Annexation on a plan entitled "Annexation Plat on the lands of Corrigan and Trippe Ventures, LLC" as prepared by Lane Engineering, LLC, on January 5, 2024, I hereby certify that these documents were prepared by me or under my responsible charge and complies with requirements as set forth in regulation 09.13.06.12, and that I am a duly licensed property line surveyor under the laws of the State of Maryland, License No. 363, and, subject to biennial renewal, my current expiration date is August 3, 2025


Jefferson Ewell Hubbard
Registered Property Line Surveyor
Maryland Registration Number 363



RESOLUTION NO. 6185

A RESOLUTION TO ANNEX A PARCEL OF LAND OWNED BY CORRIGAN & TRIPPE VENTURES, LLC LOCATED ON THE EAST SIDE OF OCEAN GATEWAY/U.S. ROUTE 50, CONSISTING OF 17.329 ACRES OF LAND, MORE OR LESS, INTO THE TOWN OF EASTON AND TO PROVIDE FOR THE TERMS AND CONDITIONS OF THE ANNEXATION.

Introduced by: _____

WHEREAS, the Town of Easton (the “Town”) is authorized by the provisions of §4-401 *et seq.* of the Local Government Article of the Maryland Annotated Code (the “Code”) to expand its municipal boundaries by annexing lands adjacent to it, and wishes to annex a certain parcel of land owned by Corrigan & Trippe Ventures, LLC located on the east side of Ocean Gateway/U.S. Route 50, consisting of 17.329 acres of land, more or less, which parcel is shown and depicted as “TOTAL AREA OF ANNEXATION AREA: 17.329 AC ±” (the “Annexation Property”) on a plat titled “ANNEXATION PLAT ON THE LANDS OF CORRIGAN AND TRIPPE VENTURES, LLC IN THE FIRST ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 34, GRID 24 PARCEL 128”, prepared by Lane Engineering, LLC, dated December 21, 2023 (the “Annexation Plat”), which is Exhibit “A” to this Resolution and is also described in a metes and bounds description dated January 11, 2024 prepared by Lane Engineering, LLC entitled “ANNEXATION DESCRIPTION ON THE LANDS OF CORRIGAN AND TRIPPE VENTURES, LLC IN THE FIRST ELECTION DISTRICT TALBOT COUNTY, MARYLAND”, which is Exhibit “B” to this Resolution (“Annexation Description”).

Corrigan & Trippe Ventures, LLC is the owner of one hundred percent (100%) of the assessed value of the real property lying within the area to be annexed and has consented to the annexation. There are no registered voters in Talbot County who reside on the Annexation Property.

The Annexation Property is adjacent to existing Town boundaries. If the Annexation Property is incorporated into the Town boundaries, no enclaves of non-Town land will be created.

Now, therefore, the Town hereby resolves:

Section 1. Modification of Town Boundaries. The corporate boundaries of the Town are hereby amended to include the addition of the Annexation Property, which is described on the Annexation Plat and Annexation Description. The plat and metes and bounds description are subject to technical review and correction by the Town prior to the public hearing to be held on this Resolution.

Section 2. Application of Town Charter; Ordinances; and Taxes. Upon the effective date of this Resolution, the provisions of the Charter and Code of the Town of Easton, and any local public laws enacted or to be enacted affecting the Town, shall be effective within the Annexation Property except to the extent that this Resolution provides otherwise. The Annexation Property shall be included in the Third Election Ward of the Town for purposes of municipal elections until such time as the boundaries for election wards may be modified by the Town Council.

Section 3. Annexation Plan. The Petitioner has prepared an Annexation Plan with regard to the Annexation Property (the “Plan”). The Plan is Exhibit “C” to this Resolution but is not a part hereof, and the Town Council reserves the right to amend the Plan prior to the final enactment of this Resolution in the manner provided in §4-415 of the Local Government Article of the Code.

Section 4. Zoning Classification. Concurrently with the introduction of this Resolution, the Town Council has introduced Ordinance No. 811 to apply a zoning classification of R-10A Residential to the Annexation Property. The Talbot County zoning for the Annexation Property is Town Conservation (TC). The proposed R-10A Residential zoning classification permits land uses that are substantially different from the land uses allowed under the current Talbot County zoning classifications and/or permits development at a substantially higher density exceeding 50% of the density allowed under the current Talbot County zoning classification applicable to the Annexation Property. In accordance with §4-416 of the Local Government Article of the Code, if Talbot County

expressly approves, the Town can place the annexed land in zoning classifications that allow different land uses and/or allows a substantially higher density exceeding 50% of the density allowed under the current Talbot County zoning classification. The classification of the Annexation Property in the R-10A Residential zoning district is contingent upon the Town receiving the express consent of the County prior to the effective date of Ordinance 811. If Ordinance No. 811 is not enacted before the effective date of this Resolution, or, if as enacted, it contains provisions that are deemed unacceptable to the Petitioner, or, if the parties are unable to agree upon the terms of an Annexation Agreement, the Petitioner shall be free to withdraw this request for annexation by written notice delivered to the Town Clerk before the effective date of this Resolution, and this Resolution shall become null and void.

Section 5. Incorporation of Certain Exhibits. Exhibits A, and B are incorporated into this Resolution and made a part of it.

Section 6. Public Hearing and Public Notice. The Town Council shall conduct a public hearing on this Resolution and upon Ordinance No. 811 on June 3, 2024 at 5:35 p.m. Prior to the hearing, the Town Clerk shall arrange for the publication of a legally sufficient notice of the hearing in *The Star Democrat* for the Town two times at not less than weekly intervals, the date of publication of the last such notice to be at least 15 days prior to the date of the hearing. In addition, on the date of the first publication of the notice of the hearing, the Town Clerk shall notify the following persons or agencies of the hearing and shall provide them with a photocopy of the legal notice and this Resolution, including Exhibits:

- (a) the Talbot County Council;
- (b) the Talbot County Planning and Zoning Commission;
- (c) the Maryland Department of Planning; and
- (d) the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays.

Section 7. Registration of Boundaries. Within ten (10) days of the effective date of this Resolution, in accordance with the provisions of §4-414 of the Local Government Article of the Code, the Mayor or other Town designee, shall promptly cause a copy of the resolution with the new municipal boundaries to be sent to:

- (a) the Town Clerk;
- (b) the Clerk of the Circuit Court for Talbot County, Maryland; and
- (c) the Maryland Department of Legislative Services.

Pursuant to §4-414(b) of the Local Government Article of the Code, each such official or agency shall keep this Resolution with the new boundaries on record and make it available for public inspection during regular business hours.

Section 8. Effective Date. This Resolution shall become effective 45 days after final enactment unless a petition for referendum has been filed prior thereto in accordance with §4-408, §4-409, or §4-410 of the Local Government Article of the Code or if a petition for referendum is filed and a majority of the votes are in favor of the annexation resolution, the date upon which the Annexation Resolution becomes effective pursuant to §4-412 of the Local Government Article of the Code. This Resolution shall be deemed “finally enacted” on the date on which the Mayor of the Town of Easton indicates his approval of this Resolution by signing it or when the Town Council overrides the Mayor's veto hereof in the manner specified in the Town Charter.

Curry	-
Abbatiello	-
Montgomery	-
Davis	-
Gunsallus	-

I hereby certify that the above Resolution was passed by a yea and nay vote of the Town Council this _____ day of _____, 2024.

Frank Gunsallus, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2024.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____

Megan J. M. Cook, Mayor

EFFECTIVE DATE: _____, 2024.

ORDINANCE NO. 811

AN ORDINANCE OF THE TOWN OF EASTON AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF EASTON TO APPLY THE R-10A RESIDENTIAL ZONING DISTRICT TO CERTAIN LOTS OR PARCELS OF LAND ANNEXED TO THE TOWN OF EASTON BY RESOLUTION NO. 6185 LOCATED TO THE EAST OF OCEAN GATEWAY/U.S. ROUTE 50 CONSISTING, OF 17.329 ACRES OF LAND, MORE OR LESS

Introduced by: _____

WHEREAS, the Town of Easton (“Town”) is authorized by §§ 4-416 and 5-213 of the Local Government Article and § 4-102 of the Land Use Article of the Maryland Annotated Code (“Code”) to exercise planning and zoning jurisdiction in areas annexed by it and to enact and administer a zoning ordinance, which ordinance is Chapter 28 of the Easton Town Code; and

WHEREAS, the Town is authorized by § 4-201 of the Land Use Article of the Code to divide land within the municipal boundaries into zoning districts in a manner it deems best suited to execute the purposes of the Land Use Article; and

WHEREAS, the Town is authorized by § 4-204 of the Land Use Article of the Code to amend, supplement, modify or repeal sections of the zoning ordinance; and

WHEREAS, the Town has acted pursuant to its authority under §4-401 *et. seq.* of the Local Government Article of the Code to introduce Resolution No. 6185 (the “Resolution”) to expand its municipal boundaries by annexing lands adjacent to the present Town. The area proposed for annexation is generally located on the east side of Ocean Gateway/U.S. Route 50, consisting of 17.329 acres of land, more or less, which parcel is shown and depicted as “TOTAL AREA OF ANNEXATION AREA: 17.329 AC ±” (the “Annexation Property”) on a plat titled “ANNEXATION PLAT ON THE LANDS OF CORRIGAN AND TRIPPE VENTURES, LLC IN THE FIRST ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 34, GRID

24 PARCEL 128”, prepared by Lane Engineering, LLC, dated December 21, 2023 (the “Annexation Plat”), which is Exhibit “A” to this Ordinance ; and

WHEREAS, the Town Planning Commission considered the annexation and zoning requests during its public meeting on _____, 2024 and recommended that the Town annex the Annexation Property and zone such land as R-10A Residential for several reasons, including:

(1) While the Comprehensive Plan designates the property for future Commercial land use, the Commission believes that given that the current County zoning and the adjacent residential zoning, that R-10A Residential zoning is appropriate and

(2) Given the location and zoning of the property in Talbot County, it is highly likely to be developed regardless of the outcome of the annexation request. It is more appropriate to have this development occur where there is Town infrastructure and under the terms of the Town zoning code and associated design standards and guidelines.

WHEREAS, the Easton Town Council finds that it is in the best interest of the Town to amend the Official Zoning Map of the Town to include the Annexation Property and to establish the R-10A Residential zoning for the Property; and

WHEREAS, the Easton Town Council held a duly noticed public hearing on this Ordinance on Monday, _____, 2024.

Now, therefore, the Town of Easton hereby ordains as follows:

Section 1. Incorporation. The Annexation Plat attached hereto as Exhibit A is incorporated herein by reference.

Section 2. Modification of Official Zoning Map Boundaries and Designation of Zoning. The Official Zoning Map of the Town of Easton is hereby amended to add that certain parcels or tracts of land annexed pursuant to the Annexation Resolution and designated by the plat attached hereto as Exhibit A. The Property shall be assigned classification of R-10A Residential. In accordance

with Section 28-107 of the Zoning Ordinance, the amendment shall be made on the Official Zoning Map promptly after the effective date of this Ordinance by the Easton Town Council.

Section 3. County Zoning Consent. The County zoning for the property is Town Conservation (TC). If the proposed R-10A zoning classification permits land uses that are different from the land uses allowed under the current County zoning classifications applicable to the Annexation Property and/or allows a density greater than 50% of the density allowed under the current Talbot County zoning classification, then in accordance with §4-416 of the Local Government Article of the Code, if Talbot County expressly approves, the Town can place the annexed land in zoning classifications that allow different land uses and/or allows a density greater than 50% of the density allowed under the current Talbot County zoning classification applied to the Annexation Property. The classification of the Annexation Property in the R-10A Residential zoning district is contingent upon the Town receiving the express consent of the County prior to the effective date of this Ordinance. By majority vote on _____, 2024, the County Council of Talbot County, Maryland adopted Resolution No. ____ for the purpose of expressly approving establishment of the municipal zoning as provided by this Ordinance.

Section 4. Survival. Except as amended herein, the remainder of the Official Zoning Map and the remaining terms of existing ordinances shall remain in full force and effect.

Section 5. Effective Date. In accordance with § 4-416 of the Local Government Article of the Code, § 4-203 of the Land Use Article of the Code and Article II, Section 9 of the Easton Town Charter, this Ordinance shall become effective upon the later of: (a) the effective date of the Resolution pursuant to which the land area that is the subject of this Ordinance is annexed to the Town of Easton, (b) ten (10) days after the Town Council's public hearing on this Ordinance, or (c) twenty (20) calendar days after approval by the Mayor or passage of this Ordinance by the Council over the Mayor's veto.

Section 6. Severability. The Easton Town Council intends that, if a court of competent jurisdiction issues a final decision holding that any part of this ordinance is invalid, the remaining provisions hereof remain in full force and effect.

Curry -
Abbatiello -
Montgomery -
Davis -
Gunsallus -

I hereby certify that the above Ordinance was passed by a ye and nay vote of the Council this _____ day of _____, 2024.

Frank Gunsallus, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2024.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____

Megan J. M Cook, Mayor

EFFECTIVE DATE: _____, 2024.

ANNEXATION AND PUBLIC FACILITIES AGREEMENT

THIS ANNEXATION AND PUBLIC FACILITIES AGREEMENT (“**Agreement**”) made this ____ day of _____, 2024, by the TOWN OF EASTON, a Maryland municipal corporation (“**Town**”) and CORRIGAN & TRIPPE VENTURES, LLC, a Maryland limited liability company (“**Petitioner**”). Herein, the Town and Petitioner are each a “**Party**” and collectively, the “**Parties**”.

RECITALS

The Recitals set forth herein, to the extent that they set forth the intentions of or commitments by the Parties, are enforceable provisions of this Agreement.

A. Petitioner is the fee simple owner of a parcel of land designated as Parcel 128 on Talbot County Tax Map 34, which is located along the east side of Ocean Gateway/U.S. Route 50 in Easton, Maryland. Such parcel totals 17.329 acres, more or less, and is referred to herein as the “**Annexation Property**”.

B. The Annexation Property is contiguous and adjacent to the present corporate boundary of the Town. The Annexation Property is more particularly depicted as “TOTAL AREA OF ANNEXATION AREA: 17.329 AC ±” (the “Annexation Property”) on a plat titled “ANNEXATION PLAT ON THE LANDS OF CORRIGAN AND TRIPPE VENTURES, LLC IN THE FIRST ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 34, GRID 24 PARCEL 128”, prepared by Lane Engineering, LLC, dated December 21, 2023 (“**Annexation Plat**”), which plat is incorporated herein and a reduced scale copy of which is attached hereto as Exhibit A. The Annexation Property is also more particularly described by metes, bounds, courses and distances by a legal description (“**Annexation Description**”) dated January 11, 2024 prepared by Lane Engineering, LLC entitled “ANNEXATION DESCRIPTION ON THE LANDS OF CORRIGAN AND TRIPPE VENTURES, LLC IN THE FIRST ELECTION DISTRICT TALBOT COUNTY, MARYLAND”, which is attached hereto as Exhibit B.

C. In order to effectuate the annexation of the Annexation Property, Petitioner executed and submitted to the Town a Petition for Annexation of the Annexation Property (“**Annexation Petition**”). Petitioner constitutes the owner of one hundred percent (100%) of the assessed valuation of the Annexation Property. There are no registered voters in Talbot County who reside on the Annexation Property.

D. The 2010 Town of Easton Comprehensive Plan, as amended (the “Easton Plan”), designates the Annexation Property as a Priority 1 Boundary Refinement Area. (Easton Plan Growth Areas Map). The Municipal Growth Element of the Comprehensive Plan defines Boundary Refinement Areas as areas that in most cases “are already developed in Talbot County and they are deemed appropriate for consideration for annexation during the life of this Plan.” (Easton Plan p. 49). The Easton Plan identifies Priority 1, Boundary Refinement Areas, including the Annexation Property, as areas that are “important to bring...into [the] Town.” (Easton Plan p. 257). The Easton Plan was amended in 2016 to incorporate a Sewer Tier Map, in accordance with State law and this map classifies the Property as “Tier II – Planned for Sewer, Municipal or Growth Area.”

E. The Comprehensive Plan more specifically explains that the “Priority 1 – Boundary Refinement” designation on the Growth Area Map is applied to areas that:

“... are not presently within the Town of Easton but should be.... Generally these consist of already developed areas like Crofton, Old Stoney Ridge, Old Beechwood, and most of Easton Point. They have long ago been developed under Talbot County rules and regulations and have increasingly become surrounded by properties developed under Town of Easton guidelines. To virtually any outsider, these areas would be assumed to currently be in the Town of Easton corporate limits. It is important to bring these areas into Town for at least three reasons. First, all of these areas are served by septic systems and most utilize individual private wells for water. This is both potentially environmentally damaging and inefficient given the relative close proximity and availability of Town water and sewer.

The second reason these properties should be in the Town of Easton is that given their location, they enjoy many of the conveniences of being in Town without paying a fair share. Finally, from the Town’s perspective the most important reason these areas should be in Town is that they preclude the Town’s ability to grow in the future. This is due to the fact that Maryland annexation law makes it illegal to create an enclave or island of unincorporated land surrounded by a municipality. Thus when such areas exist, they have the short-term effect of causing some rather strange Town boundaries as developers annex in such a way as to technically comply with this requirement. The long-term effect is that growth is stopped in a given direction. As indicated in the Land Use chapter, these are the only areas that should be annexed during the next planning period.

F. The Petitioner requested the establishment of R-10A Residential zoning for the Annexation Property, which permits medium density residential uses. The Petitioner intends to submit a Planned Unit Development (“PUD”) for the property to construct multi-family housing on the property.

G. Petitioner requests annexation of the Annexation Property by the Town so long as certain matters pertaining to its present use and future development are resolved, including without limitation, matters related to zoning and extension of public utilities and services.

H. The Town desires to provide access to municipal services for existing developed areas located immediately adjacent to the municipal boundary, to control the growth that will occur adjacent to its boundaries, and to ensure that such growth enhances the character of the Town and that the impacts of such growth are managed for the benefit of the Town and its citizens.

I. The Town is willing to annex the Annexation Property, provided that the Petitioner agrees to adhere to the laws, ordinances and regulations of the Town and such other provisions set forth herein regarding the use and development of the Annexation Property.

J. Appropriate and required Town public hearings have been held pursuant to applicable law and the Easton Town Council voted to adopt Annexation Resolution No. 6185 on _____, 2024, a copy of which is attached hereto as Exhibit C.

K. Petitioner and the Town desire to set forth the terms and conditions of the proposed annexation.

NOW, THEREFORE, in consideration of the mutual interests, provisions and covenants, agreements, and undertakings set forth herein, the sufficiency of which is expressly acknowledged, Petitioner and the Town mutually agree as follows:

1. **Property; Town Taxes.** The Annexation Property was annexed pursuant to the Annexation Resolution. This Annexation Agreement shall apply to, run with and bind the Annexation Property. The Annexation Property shall be subject to all applicable Town taxes, unless otherwise exempt.

2. **Zoning Upon Annexation.**

2.1. **Existing Uses.** Except as provided herein, Petitioner and the Town agree that all existing land uses, lots and structures, whether permitted, accessory, conforming, non-conforming, or special exceptions, currently made in and upon the Annexation Property may continue following annexation subject to the Minimum Property Maintenance Standards of the Easton Town Code and subject to the provisions regarding non-conforming uses contained in the Town Zoning Ordinance.

2.2. **Zoning.** Simultaneously with the filing of the Annexation Petition, Petitioner requested that the Town adopt an ordinance to: (i) amend the official Town zoning map to include the Annexation Property and (ii) apply the R-10A Residential zoning district to the Annexation Property. The Town introduced Ordinance No. 811, a copy of which is attached hereto as Exhibit D, on April 1, 2024.

2.3. **County Consent.** Petitioners acknowledge that due to the differences in density between the proposed Town zoning classification and the pre-annexation County zoning classification, the Town submitted a request to the Talbot County Council for express approval of the proposed Town R-10A zoning, which was approved by adoption of Talbot County Resolution No. _____ on _____, 2024.

3. **Future Uses of Annexation Property.** Petitioner intends to develop the Annexation Property with multi-family housing. Although multi-family housing is permitted by special exception or through the use of a PUD, Petitioner agrees that as a condition of the annexation, it will diligently and in good faith seek approval from the Town to develop the Annexation Property with multi-family housing in accordance with the PUD provisions of the Town Zoning Ordinance. Petitioner intends that all of the multi-family housing shall be attainable. However, at a minimum any development on the Annexation Property shall have at least twenty five percent (25%) of its housing as attainable, defined as ownership or rental housing that is attainable to those household making 60% or less of the Easton Median Family Income (MFI) adjusted by household size, and further adjusted yearly by the Easton Affordable Housing Board, and who generally do not spend more than 30% of their income on housing costs. The affordability period shall be the time period set by the Easton Affordable Housing Board. Alternatively, if developed under the Federal Low Income Housing Tax Credit Program, the income limitations of

tenants and the affordability period shall be in accordance with such program. Petitioner hereby acknowledges and agrees that any future development of the Annexation Property must comply with applicable zoning and approval processes of the Town. Development must also comply with development impact fee ordinances of the Town and County, as applicable. Nothing herein shall, in any way, constitute a development approval of a specific project or a waiver of any associated fees.

4. **Public Services and Improvements.** The following provisions, at a minimum, will govern the obligations of the Parties with respect to public services and improvements. Notwithstanding anything herein to the contrary, this Agreement shall not preclude, limit or otherwise affect the ability of the Petitioner to propose and enter into development impact fee credit agreement(s) with the Town and/or County.

4.1. **Standards for Public Improvements; Equality of Exactions.** Petitioner agrees to comply with the Town's design standards and requirements in effect at the time of construction ("**Town Standards**") with respect to any public improvements or infrastructure to be owned and maintained by the Town, such as roads, streets and alleys, curbs and gutters, sidewalks, and water, sewer and stormwater drainage systems. Petitioner, if undertaking such work, shall cause all work on the improvements to be completed in a good and workmanlike manner and with due dispatch. Where the construction and installation of any improvement requires the consent, permission, or approval of any public agency or private party, should Petitioner propose construction or installation, Petitioner shall promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be legally required to obtain such consent, permission or approval.

4.2. **Provision of Public Services; Reservation and Allocation of Water and Sewer Capacity.** The Town further represents, subject to the obligations of Petitioner set forth in this Section 4, that it will support existing uses and proposed redevelopment of the Annexation Property by providing all necessary municipal services required by the Annexation Property, including, but not limited to, adequate water, sewer, gas, data/communication and electric (if applicable) services through Easton Utilities, fire and police protection, garbage collection and other municipal services generally available to Town residents subject to applicable Town fees and tariffs and other costs in effect at the time services is rendered, unless otherwise agreed between the Town and Petitioner.

With regard to public water and sewer allocation, the Town guarantees, covenants and warrants that it will not set any policy, position or course of action that is detrimental to existing use or development of the Annexation Property provided that development is consistent with other applicable Town regulations and standards. These covenants notwithstanding and subject to limitations established by any subsequent development rights and responsibilities agreement(s), the Parties understand and agree that the Town, if otherwise authorized by law, may enact future ordinances, charter provisions, or amendments deemed necessary to protect the public health, safety and welfare of the citizens of the Town and said ordinances, charter provisions, or amendments shall apply to the use and development of the Annexation Property, provided such application does not interfere with Petitioner's vested rights. Nothing in this Agreement shall entitle or obligate the Town through the Easton Utilities Commission ("EUC") to provide electric service to any portion of the Annexation Property located outside of its authorized service area.

Petitioner acknowledges and agrees that no public water or wastewater capacity for existing uses or redevelopment of any portion of the Annexation Property shall be allocated or reserved by EUC unless and until the owner of the parcel(s) for which capacity is desired pays to EUC the capital charges applicable for such allocation or reservation under the then-applicable water and wastewater tariffs. Notwithstanding any provision herein to the contrary, Petitioner shall not be obligated to pay such capital charges or connect the Annexation Property to the Town water or wastewater systems unless and until the occurrence of the earlier of: (i) election by Petitioner to connect to such systems, (ii) issuance by the Talbot County Health Department or Maryland Department of the Environment of a final, non-appealable order requiring connection of the Annexation Property to such systems, (iii) expansion of existing improvements or redevelopment of the Annexation Property in a manner that requires capacity in excess of the capacity of the existing septic system on such property, or (iv) replacement of an existing septic system on the Annexation Property is required for any reason.

4.3. Public Utility Improvements and Extensions. Except as provided herein, to the extent that extensions of public utilities will be necessary to meet the utility service requirements within the Annexation Property, Petitioner will design and construct or cause to be constructed, at its sole expense including charges provided for in the applicable tariff(s) in effect at the time service is rendered, such lighting, gas, cable, electric (if applicable) and public water and sanitary sewer utility extensions, including water and sewer mains, trunk lines, fire hydrants and appurtenant facilities, required or imposed to serve development, redevelopment or other actions on the Annexation Property in accordance with the standards and specifications of the Town and Easton Utilities. Upon completion of construction and satisfactory inspection in accordance with Town Standards, the Town shall assume the ownership and on-going operation and maintenance of these facilities in accordance with Town ownership and maintenance policies or pursuant to the terms of a development rights and responsibilities agreement. With respect to the pump station and force main, Petitioner, or its successors in title shall own, operate, and maintain them subject to EUC approval authority.

4.3.1. Wastewater Improvements

A. *Connection of Annexation Property.* Annexation shall be effective before any connection to the Town's collection system will be permitted.

B. *Available Capacity.* Sewer capacity to the Annexation Property is available to accommodate current uses, subject to the provisions of Section 4.2. Additional capacity for future uses may be available subject to an analysis of the available capacity of the existing force main and approval by EUC at the time a development plan is proposed. At the time of annexation, the Petitioner shall be assessed the cost of one (1) EDU per parcel.

C. *Service Configuration.* Town sewer service will be available to the Annexation Property. The size of the sewer service will be based on the current or approved flow demands of the Annexation Property. Petitioner shall be responsible for all costs associated with the design and construction of the individual sewer service to the EUC public sewer main, including; taps to the main, service to the property line, grinder pump, and repairs to public infrastructure disturbed with the installation of the new sewer service.

4.3.2. Water Improvements.

A. *Connection of Annexation Property.* Annexation shall be effective before any connection to the Town's water system will be permitted. Prior to any connection to the EUC water system, the structure to be connected to the water system shall be physically disconnected by a minimum of five (5) feet from any other source of water.

B. *Available Capacity.* Water capacity to the Annexation Property is available to accommodate current uses, subject to the provisions of Section 4.2. Additional water service for future demands may be provided subject to an analysis of the capacity of the existing water main and approval by EUC at the time a development plan is proposed.

C. *Service Configuration.* Town water service will be available to the Annexation Property. The size of the water service will be based on the current or approved flow demands of the Annexation Property. Petitioner shall be responsible for all costs associated with the design and construction of the individual water service to the EUC public water main, including; taps to the water main, service to the property line, curb stops, water meter installation, and repairs to public infrastructure disturbed with the installation of the new water services.

4.4. Roads. To the extent that public roadway improvements are lawfully required to serve future development or redevelopment of any portion of the Annexation Property, Petitioner shall be responsible for constructing or causing to be constructed, at its expense, all roadway improvements required or imposed due to development, redevelopment or other actions on such Petitioner's property in accordance with the applicable standards, specifications and requirements of the Town. The parties anticipate that Third Street will be the primary access point for the Annexation Property. Petitioner agrees to diligently pursue a traffic signal at the intersection of Third Street (or such other primary access point for the Annexation Property) and Ocean Gateway/U.S. Route 50 with the State Highway Administration ("SHA"). If the Petitioner is able to secure approval from SHA and if the entire cost of the traffic signal is not borne by SHA, then the Petitioner shall be responsible for the cost of the traffic signal.

4.5 Easements and Rights-of-Ways. Petitioner hereby agrees to grant to the Town upon request, at no cost, rights-of-way or easements within ten (10) feet of the exterior boundaries of the Annexation Property in the event that such rights-of-way or easements shall be necessary for the installation, maintenance, replacement and/or removal of public utilities and roads in accordance with the provisions of this Section 4.

4.6 Public Works Agreements. If required by the Town, should Petitioner propose to develop the Annexation Property, Petitioner and Town shall enter into one or more public works agreements that provide more detailed provisions regarding the construction of all required improvements and extension of public utilities and which shall be in a form reasonably acceptable to the Town Attorney.

4.7 Amendment of Comprehensive Water and Sewer Plan. Petitioner and the Town agree and acknowledge that it may be necessary to amend the County Comprehensive Water and Sewer Plan before Petitioner undertakes the water and sewer facilities improvements and the

Town extends water and sewer services to the Annexation Property. Petitioner and the Town agree to cooperate to apply for and obtain any amendments to the Talbot County Comprehensive Water and Sewer Plan as may be required.

4.8 Connectivity. Petitioner agrees to diligently pursue pedestrian connectivity, which at a minimum shall include pedestrian connectivity to the park in the nearby Stoney Ridge subdivision and a safe pedestrian access to the intersection of Dutchmans Lane and Ocean Gateway/U.S. Route 50 where there is a pedestrian crossing. Petitioner's obligation shall include the acquisition of any required rights of way, as well as the design, permitting, and construction of the pedestrian connections.

5. Mutual Assistance. The Parties shall do all things reasonably necessary or appropriate to carry out and to expedite the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions of this Agreement and the intentions of the Parties as reflected by said terms including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Town of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

Petitioner and the Town agree to promptly execute all permit applications needed by Petitioner for permits or approvals from Federal, State or County agencies and departments or any other public or private agencies from whom a permit is required to develop such Petitioner's portion of the Annexation Property, provided that such permit applications are prepared in accordance with applicable laws, ordinances, rules, and regulations and consistent with development approvals granted by the Town for the Annexation Property. The Parties each further agree to cooperate in the securing of such permits or approvals from such agencies. Nothing in this Agreement shall require the Town to vary, deviate, or depart from applicable rules, regulations, or standards in processing any permit, application, or in issuing any approval. All such rules, regulations, and standards shall remain in full force and effect.

6. Notices. All notices and other communication in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below; (2) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or (3) by a nationally-recognized delivery service company to the street address with written proof of delivery.

Notices and communications to the Petitioner shall be addressed to, and delivered at, the following addresses:

Corrigan & Trippe Ventures, LLC
27849 Little Park Road
Easton, Maryland 21601

With a copy to:
Zachary A. Smith, Esquire
114 Bay Street
Easton, Maryland 21601

Notices and communications to the Town shall be addressed to, and delivered at, the following addresses:

Town of Easton
14 S. Harrison Street
Easton, Maryland 21601
Attn: Mayor

With a copy to:
Sharon M. VanEmburch, Esquire
Ewing, Dietz, Fountain & Kehoe, P.A.
16 South Washington Street
Easton, Maryland 21601

7. **Other Provisions.**

7.1. **Applicable Law.** It is the intention of the Parties that all questions with respect to the construction of this Agreement and rights and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Maryland.

7.2. **Scope of Agreement.** This Agreement is not intended to limit the exercise of police powers of the Town or to limit the operation of the Town government, or to guarantee the outcome of any administrative process. Unless otherwise specifically provided in writing in this Agreement or any other subsequent agreement, this Agreement shall be subject to all properly enacted laws, and properly adopted governmental regulations, now or hereafter existing and applicable. This Agreement shall not be rendered invalid by reason of the enactment or amendment of any law or the adoption or amendment of any regulation, which law or regulation is either (1) enacted or adopted in the exercise of a governmental power for a valid governmental purpose; (2) enacted or adopted by the Town as the result of a mandate by the State of Maryland or the U.S. Government; or (3) applicable to both the Annexation Property and to similarly situated property located outside of the Town in Talbot County.

7.3. **Entire Agreement.** Except as specifically provided herein, this Agreement embodies and constitutes the entire understanding between the Parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

7.4. **Estoppel.** The Parties to this Agreement agree not to challenge or contest, and waive any right to challenge or contest, in any legal or equitable proceeding, in any forum whatsoever, the validity, legality, or enforceability of this Agreement, or any of its provisions, terms or conditions.

7.5. **Waiver of Breaches.** No waiver of any contingency or the breach of any of the terms or provisions of this document shall be a waiver of any other contingency or proceeding or succeeding breach of this document or any provision hereof.

7.6. **Project as a Private Undertaking.** It is understood and agreed by and between the Parties that the development or redevelopment of the Annexation Property is a private undertaking, that neither the Town nor Petitioner is acting as the agent of any other party in any respect hereunder, and that each Party is an independent contracting entity with respect to the

provisions of this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

7.7. Modification. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No such modification shall be binding on the other Party hereto nor affect their rights under this Agreement as to any other Party without such Party's written consent.

7.8. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

7.9. Binding Effect. The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties, any successor municipal authorities of the Town and successor owners of record of the Annexation Property, it being expressly understood and agreed that this Agreement shall be assignable, in whole or in part, by Petitioner, with respect to its portion of the Annexation Property, without the consent of the Town, any of its elected officials, employees or agents. Notwithstanding the foregoing, any transfer of all or a portion of the Annexation Property shall be subject to the terms of this Agreement.

Except with respect to Section 7.17, Petitioner's obligations hereunder shall be contingent upon annexation of the Annexation Property and establishment of the Town zoning described by Section 2.2, and shall not constitute personal obligations independent of ownership of the Annexation Property.

7.10. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their respective successors and assigns as permitted and limited by this Agreement. It is expressly agreed by all parties that the owner or successor owner of a portion of the Annexation Property shall have no contractual rights by virtue of this Agreement to control, approve or otherwise direct the size, density, proposed use, style, arrangement, timing, phasing or any other aspect of development of the remainder of the Annexation Property that it does not own.

7.11. Severability. The Parties intend that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

7.12. Enforceability. This Agreement shall be specifically enforceable in any court of competent jurisdiction by either Party hereto by any appropriate action or suit at law or in equity to secure the performance of the covenants herein contained.

7.13. Survival. The terms and conditions of this Agreement shall survive the effective date of the Annexation Resolution and shall not be merged or expunged by the annexation of the Annexation Property or any part thereof by the Town.

7.14. Exhibits. Each exhibit referred to herein or affixed hereto shall constitute a part of this Agreement and be incorporated herein by reference:

Exhibit A – Reduced-scale copy of the Annexation Plat;
Exhibit B – Legal Description;
Exhibit C – Town Annexation Resolution No. 6185; and
Exhibit D – Town Ordinance No. 811;

7.15. Time. Time is of the essence of this Agreement and of each and every provision thereof.

7.16. Town's Annexation Action. This Agreement memorializes the Town's approval of the annexation and the negotiated terms thereof, as approved by the Town during its meeting on _____, 2024.

7.17. Annexation Fees. Petitioner shall be responsible for fees and expenses incurred by the Town of Easton associated with the annexation process, including, but not limited to, legal fees, engineering fees, consulting fees, and advertising expenses, as described herein. Such fees shall include fees from third parties employed by the Town. Petitioner paid the annexation fee of \$15,000.00 with its filing of the annexation petition ("**Annexation Fee**"). The Annexation Fee shall be applied as a credit to the fees and expenses incurred by the Town in connection with annexation of the Annexation Property.

7.18. Mutual Drafting; No Presumption. The drafting and negotiation of this Agreement has been undertaken by the Parties hereto and their respective counsel. For all purposes, this Agreement shall be deemed to have been drafted jointly by the Parties with no presumption in favor of one Party over another in the event of any ambiguity.

7.19. Remedies. The remedies set forth in the Agreement are in addition to, and not in lieu of, any other rights or remedies available to the Parties in law or equity.

IN WITNESS WHEREOF, the Parties have executed and sealed this Agreement as of the day and year first above written, provided, however, that for the purposes of determining the date hereof, as used in this Agreement, such date shall be the last date any Party hereto executes this Agreement.

SIGNATURES APPEAR ON FOLLOWING PAGES

WITNESS:

TOWN OF EASTON

Kathy M. Ruf, Town Clerk

By: _____
Megan J. M. Cook, Mayor

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before me, a Notary Public of the State aforesaid, personally appeared MEGAN J. M. COOK, who acknowledged herself to be the Mayor of the Town of Easton, a Maryland municipal corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Annexation Agreement, and acknowledged that she executed the same for the purposes therein contained as the fully authorized agent of said Town of Easton.

WITNESS my hand and Notarial Seal.

My Commission expires: _____

Notary Public

SIGNATURES CONTINUE ON FOLLOWING PAGES

WITNESS

CORRIGAN & TRIPPE VENTURES, LLC

By: _____
William Coyne, Authorized Member

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before me, a Notary Public of the State aforesaid, personally appeared WILLIAM COYNE, who acknowledged himself to be the Managing Member of CORRIGAN & TRIPPE VENTURES, LLC, a Maryland limited liability company ("Company"), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Annexation Agreement, and acknowledged that he, as Managing Member of the Company, being authorized to do so, executed the same for the purposes therein contained on behalf of the Company.

WITNESS my hand and Notarial Seal.

My Commission expires: _____ Notary Public _____

ATTORNEY CERTIFICATION

I HEREBY CERTIFY THAT I am an attorney in good standing and duly licensed to practice before the Court of Appeals of Maryland, and that this instrument was prepared by me or under my supervision.

Sharon M. VanEmburch

**FIRST AMENDMENT TO
DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT**

By and Between

**TOWN OF EASTON,
TALBOT COUNTY, MARYLAND**

and

SHORE HEALTH SYSTEM, INC.

**FIRST AMENDMENT TO
DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT (“**First Amendment**”) is made and entered into this ____ day of _____, 2024, by and between SHORE HEALTH SYSTEM, INC., a Maryland corporation (“**SHS**”), the TOWN OF EASTON, a municipal corporation, organized and existing under the laws of the State of Maryland (“**Town**”), and TALBOT COUNTY, MARYLAND, a Maryland charter county (“**County**”).

RECITALS

This First Amendment is entered into based upon the following facts:

A. The Town, County and SHS entered into a Development Rights and Responsibilities Agreement dated October 14, 2014, which is recorded among the Land Records in Liber MAS 2206, folio 266 (“**DRRA**”).

B. Town, County and SHS desire to amend the DRRA and proceedings have been taken in accordance with the Development Agreement Statute, Town Enabling Law and County Enabling Law.

C. Town, County and SHS acknowledge and agree that the provisions of this First Amendment are fair, just and reasonable and the assurances provided by this First Amendment provide the certainty that is needed for SHS to make the long-term commitments involved in developing the Property and providing the benefits to Town, County and the general public.

D. In satisfaction of the requirements of Section 28-1504 of the Town Code, the Town Planning Commission considered the First Amendment at its May 16, 2024 meeting and by letter dated [REDACTED] made a recommendation that the First Amendment is consistent with the Town Comprehensive Plan.

E. On [REDACTED], 2024, the Town Council held a duly advertised public hearing on this First Amendment in accordance with the Town Enabling Law, and approved this Agreement on [REDACTED], 2024 by Resolution No. [REDACTED] (“**Town First Amendment Resolution**”), a copy of which is attached hereto as Exhibit FA-2. The Town First Amendment Resolution contains a statement, with references to specific provisions of applicable law, regulations or plans, that the proposed development is consistent with the applicable development regulations and the Town Comprehensive Plan.

F. In satisfaction of the requirements of Section 50-5 of the County Code, on [REDACTED], 2024, the County Planning Commission held public meetings regarding this First Amendment and issued a recommendation that the First Amendment is consistent with the County Comprehensive Plan, which recommendation is memorialized as Resolution No. 24-[REDACTED] and attached hereto as Exhibit FA-3.

G. On [REDACTED], 2024, the County Council held a duly advertised public hearing on this First Amendment in accordance with the County Enabling Law, and approved this First Amendment on [REDACTED], 2024 by Resolution No. [REDACTED] (“**County First Amendment Resolution**”), a copy of which is attached hereto as Exhibit FA-4. The County First Amendment Resolution contains a statement, with references to specific provisions of applicable law, regulations or plans, that the proposed development is consistent with the applicable development regulations and the County Comprehensive Plan.

H. The DRRA, as modified by this First Amendment, is intended to be, and should be construed as, a Development Rights and Responsibilities Agreement within the meaning of the Development Agreement Statute and the Enabling Ordinance. Town, County and SHS have taken all actions mandated by and have fulfilled all requirements set forth in the Development Agreement Statute and the Enabling Ordinance, including requirements for notice, public hearings, findings, votes, and other procedural matters.

I. All parties entered into this First Amendment voluntarily and in consideration of the benefits of and the rights and obligations of the parties.

NOW, THEREFORE, in consideration of the foregoing recitals, which are not merely prefatory but are hereby incorporated into and made a part of this First Amendment, and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Town, County and SHS hereby agree as follows:

AGREEMENT

1. **RECITALS.** The recitals above are incorporated herein as material terms of this First Amendment.

2. **DEFINED TERMS.** For all purposes of this First Amendment, except as otherwise expressly provided or if the context otherwise requires, terms and phrases used in this First Amendment shall have the meaning as defined in the DRRA. Paragraph 1.1 of the DRRA is hereby amended as follows:

...

1.1.20. “**Existing Land Use Regulations**” means Land Use Regulations in effect on the Effective Date in which rights are intended to be vested under this Agreement. The Existing Land Use Regulations are identified below, attached hereto as exhibits for future reference and incorporated herein. With respect to the Town, the Existing Land Use Regulations include the following:

- (a) 2010 Comprehensive Plan, as adopted by Resolution No. 5958;
- (b) Zoning Ordinance, **effective December 5, 2021,** as amended by and up to and including Ordinance No. **803614;**
- (c) Subdivision regulations, **effective December 12, 2023,** as amended by and up to and including Ordinance No. **804549;**

- (d) Stormwater Management regulations, as amended by and up to and including Ordinance No. ~~643571~~; and
- (e) Forest Conservation regulations, as amended by and up to and including Ordinance No. ~~718584~~.

With respect to the County, the Existing Land Use Regulations include the following:

- 1. Comprehensive Plan, **effective August 6, 2016, as adopted by as amended by and up to or including Resolution No. 176 and Bill No. 13291178**; and
- 2. Comprehensive Water and Sewer Plan, as amended **and in effect as of the Effective Date by and up to or including Resolution No. 199**.

...

1.1.26. “**Initial Plat**” means the subdivision plat prepared by Daft McCune Walker Inc. entitled “PLAT OF SUBDIVISION, LOTS 1 THROUGH 7, PARCEL A, AND REVISED TAX PARCEL 38”, dated October 8, 2014, last revised October 9, 2014 and ~~intended to be~~ recorded among the Plat Records of Talbot County, Maryland **in Plat Cabinet MAS 83, pages 458 through 464, inclusive hereafter**. The Initial Plat is incorporated herein by reference, and a reduced copy of the Initial Plat is attached hereto as Exhibit .

...

1.1.39. “**Pump Station/Substation Parcel**” means the area or parcel of land described in Paragraph 5.4 and depicted by Exhibit , **or such alternative parcel(s) as may be agreed by the parties pursuant to one or more public works agreements**.

3. **EXHIBITS**. Exhibits referenced herein but not attached hereto shall be the same as included in the DRRA. The following exhibits are attached hereto and incorporated herein and amend, replace and restate in their entirety the corresponding Exhibit of the DRRA:

FA-E ¹	Existing Development Approvals
FA-F	Existing and Required Development Approvals and Permits
FA-H	Legal Description of Property
FA-I	Partial Assumption and Novation Agreement Form
FA-R	Estoppel Certificate Form
FA-T	Traffic Study Summary

The following exhibits are attached hereto and incorporated herein and added to the list of Exhibits referenced by Paragraph 1.2 of the DRRA:

FA-1	Town Planning Commission Recommendation
FA-2	Town First Amendment Resolution
FA-3	County Planning Commission Resolution
FA-4	County First Amendment Resolution

¹ Exhibits to this First Amendment are referenced as (FA-#) to differentiate them from exhibits to the original DRRA.

4. **PRECEDENCE.** If the terms and conditions of this First Amendment conflict with any of the terms of the DRRA, the terms and conditions of this First Amendment shall take precedence, shall prevail and shall be binding upon Town, County and SHS.

5. **PARTIES.** Paragraph 2.1 of the DRRA is hereby amended as follows:

2.1. **Parties; Capacities.** The parties to this Agreement are the Town, County, and SHS. The County **initially** entered into this Agreement in several capacities and for several purposes: (i) in its governmental capacity under and for the purposes set forth in Chapter 50 of the County Code; (ii) in its capacity as the fee simple owner of the Property to consent to the imposition of this Agreement on the title to the Property for the purposes for which DRRA's are intended under the Development Agreement Statute; and (iii) for the purpose of agreeing to the terms, provisions, rights and obligations related to certain Public Facilities to be provided by the Town, County, and SHS and SHS-Successors. The Town entered into this Agreement in its governmental capacity: (i) under and for the purposes set forth in Article XV of the Town Zoning Ordinance, and (ii) for the purpose of agreeing to the terms, provisions, rights and obligations related to certain Public Facilities, including road improvements to be provided by SHS or SHS-Successors and public utility improvements and extensions to be provided by the Town, County, SHS and SHS-Successors. **SHS entered into this Agreement as the contract purchaser and intended developer of the Property. Prior to the First Amendment, the County transferred the Property to SHS, with the exception of Lot 7. The County also owns Lot 6 as depicted by the Plat.**

6. **PROPERTY.** Paragraphs 2.2 and 2.2.1 of the DRRA are hereby amended and restated in their entirety as follows:

2.2. Property. The real property that is subject to this Agreement consists of portions of Talbot County Tax Map 17, Parcel 129, containing in aggregate 199.149 acres, more or less, which land area is more specifically depicted as Lots 1, 2, 3, 5 and 7 by the Initial Plat (Exhibit [REDACTED]) and more particularly described by Exhibit [REDACTED], except that upon dedication of any portion(s) of such lots to the Town or County, such portion(s) shall automatically be released from this Agreement and all rights and obligations hereunder.

2.2.1. The entities having the equitable and legal interests (including lienholders) in the Property as of the Execution Date are the County, which is the owner of Lot 7, and SHS, which is the owner of Lots 1, 2, 3 and 5.

7. **EXTENSION OF TERM.** Paragraphs 2.5.1 and 2.5.2 of the DRRA are hereby amended to extend the term of the rights and obligations established by the DRRA as follows:

2.5.1. *Term.* Except as to those provisions of this Agreement that specifically provide for a longer duration, the term of this Agreement shall commence on the Effective Date and shall continue **until the thirtieth (30th) anniversary of the date of recordation of the First Amendment among the County Land Records**~~for a period of thirty (30) years thereafter~~, unless this Term is modified, extended, or terminated pursuant to the provisions of this Agreement.

2.5.2. *Justification.* Parties acknowledge and agree that the Term of the Agreement, **as extended by the First Amendment**, is justified by the: (i) substantial economic investment made by SHS and SHS-Successors for the development of a new hospital and medical campus, (ii) construction of extensive public and private infrastructure by the Parties, (iii) uncertainty of future market demands and political pressures, (iv) public purposes to be advanced by Development of the Property in accordance with the Existing Land Use Regulations, and (v) expectations of the Parties.

8. UPDATED NOTICE ADDRESSES. Pursuant to Paragraph 2.8 of the DRRA, the parties acknowledge and agree that all notices to the parties under the DRRA shall be sent to the following addresses unless the same are hereafter supplemented or revised:

Notices and communications to SHS shall be addressed to, and delivered at, the following addresses:

Shore Health System, Inc.
219 S. Washington Street
Easton, Maryland 21601
Telephone (410) 822-1000
Attn: Kenneth Kozel, President

with copies to:
University of Maryland Medical System Corp.
250 West Pratt Street, Suite 2400
Baltimore, Maryland 21201
Telephone: (410) 328-1635
Attn: Aaron Rabinowitz, Vice President &
General Counsel

SHS - DRRA
c/o McAllister, DeTar, Showalter & Walker LLC
100 N. West Street
Easton, Maryland 21601
Telephone (410) 820-0259
Attn: Ryan Showalter, Esq.

Notices and communications to the Town shall be addressed to, and delivered at, the following addresses:

Town of Easton
14 S. Harrison Street
Easton, Maryland 21601
Telephone (410) 822-2525

with a copy to:
Ewing, Dietz, Fountain & Kehoe, P.A.
16 S. Washington Street
Easton, Maryland 21601

Attn: Mayor and Town Manager Telephone (410) 822-1988
Attn: Sharon VanEmburch, Esq.

Notices and communications to the County shall be addressed to, and delivered at, the following addresses:

Talbot County	<i>with a copy to:</i>
11 N. Washington Street	Talbot County Attorney
Easton, Maryland 21601	11 N. Washington Street
Telephone (410) 770-8001	Easton, Maryland 21601
Attn: President, County Council	Telephone (410) 770-8093
	Attn: Patrick Thomas, Esq.

9. **REPRESENTATIONS, WARRANTIES AND CERTIFICATIONS.** Each Party hereby confirms that the representations, warranties and certifications set forth in Article 3 of the DRRA are accurate as of the date of execution of this First Amendment, except as amended as follows:

3.3 **County.** The County hereby makes the following representations, warranties and covenants to and with SHS and the Town as of the Execution Date:

...

(c) *Ownership of Property.* The County hereby certifies that it is the owner of legal and equitable interests in **Property Lots 6 (Water Tower Parcel) and 7 (Pump Station/Substation Parcel) as depicted by the Initial Subdivision Plat.**

3.4 **SHS.** SHS hereby makes the following representations, warranties and covenants to and with the Town and County as of the Execution Date:

...

(a) *Ownership of Property.* SHS hereby certifies that it ~~has exercised and is the contract purchaser under the SHS Options~~ **is the owner of the legal and equitable interests in the Property.**

10. **WATER TOWER IMPROVEMENTS.** Paragraph 5.3 of the DRRA is hereby amended as follows:

5.3 **Water Tower Parcel.** ~~Based on a water supply study of the Town water system completed by Whitman, Requardt & Associates, LLP and a related report entitled "Final Technical Memorandum No. 2 ??????" and dated _____, 2024~~ **May 8, 2012, elevated water storage improvements are not necessary for initial phases of the development on the Property, but are anticipated to be required to provide fire protection flows for future phases of development. Elevated water storage improvements will be required to support fire protection flow requirements at some stage of development of the Property.** The specific trigger or timing of and responsibility for construction and costs of such improvements will be evaluated and discussed by SHS and the Town, from time to time, as Development of the Property progresses. **Promptly**

upon recordation of this First Amendment, the CountySHS shall initiate legislation to dedicate to the Town, in fee simple, a parcel of land consisting of 1.0 acres, more or less, and designated as Lot 6 by the Initial Subdivision Plat for construction of an elevated water storage tank, which parcel contains 1.0 acres, more or less, and is depicted by Exhibit K (“Water Tower Parcel”). The Water Tower Parcel is subject to the SHS Options and shall be dedicated to the Town by SHS concurrent with its acquisition of the Property. SHS acknowledges and agrees that Lot 3 and Lot 5 are subject to a variable width Such dedication shall include for the benefit of the Town a forty (40) foot wide drainage, utility and access easement that extends across the Property between Hailem School Road and Medical Center Parkway for the benefit of the Water Tower Parcel. The Hailem School Road access located at the western terminus of such easement shall be limited to Town utility purposes and may not be used for access to Development on the Property without express approval by the County. The Water Tower Parcel shall also be subject to a forty (40) foot wide drainage, utility and access easement as depicted by the Initial Subdivision PlatExhibit K.

11. PUMP STATION PARCEL. Paragraph 5.4 of the DRRA is hereby amended as follows:

5.4. Pump Station/Substation Parcel. SHS shall subdivide and dedicate to the Town, in fee simple, a parcel of land for construction of a wastewater pump station and an electric mini-substation, which parcel shall be configured, sized and located as agreed by SHS and Town contains 1.253 acres, more or less, and is depicted by Exhibit L (“Pump Station/Substation Parcel”). The Pump Station/Substation Parcel is subject to the SHS Options and shall be dedicated to the Town by SHS with its acquisition of the Property. Such dedication shall include a thirty (30) foot wide drainage and utility easement that authorizes the construction, maintenance and operation of drainage and utility improvements (sewer, water, gas, telephonecommunication fiber and electric)in the location depicted by Exhibit L. The Pump Station/Substation Parcel shall be accessed from Hiners Lane. The Hiners Lane access shall be limited to Town utility purposes and may not be used for access to Development on the Property without express approval by the County. Promptly upon recordation of this First Amendment, the County shall initiate legislation to convey to SHS Lot 7 (as depicted by the Initial Subdivision Plat), which parcel is intended by the Parties to be consolidated with Lot 1 as developable land, since such Lot 7 is no longer needed as a site for a pump station or electric substation in light of this Paragraph 5.4 and Paragraph 5.5.

12. SUBSTATION PARCEL(S). The DRRA is hereby amended to include the following text as new Paragraph 5.5:

5.5. Substation Parcel(s). On such timing as may be agreed by the Town and SHS, SHS shall dedicate to the Town one or more easement(s) or parcel(s) for construction of the electrical substation required to provide the Permanent Primary

Electrical System Extension (“Substation Parcel(s)”) including any necessary access easements. The location and size of the Substation Parcel shall be agreed upon by SHS and Town. In the event that it is determined that dedication of the parcel is desired, SHS shall subdivide and create the parcel for conveyance.

13. **HAILEM SCHOOL ROAD IMPROVEMENTS.** Paragraph 6.3.3 of the DRRA is hereby amended as follows:

6.3.3. *Hailem School Road.* Initial phase(s) of Development are not planned to include the construction of road access to Hailem School Road. Unless and until SHS or SHS-Successors provide any improvements required by this Paragraph 6.3.3, access to Hailem School Road from the Property shall be restricted to agricultural access and access to serve only the **Substation Parcel(s) and the** Water Tower Parcel. Future improvements along Hailem School Road may be required to accommodate Development of the Property. SHS or SHS-Successors shall construct improvements to Hailem School Road that are necessary to mitigate the incremental traffic impact resulting from Development of the Property (considering then existing traffic conditions) and required by generally applicable and legally enforceable County and Town rules, regulations, ordinances and standards at SHS’ or SHS-Successors’ expense, except to the extent public funding is acquired for such purposes, in accordance with applicable standards and specifications of the County. The Town agrees to use its best efforts to support SHS or SHS-Successors in obtaining, and the County agrees to cooperate with SHS and SHS-Successors in timely completing, all required reviews and permits related to Hailem School Road improvements required by the County and Town to accommodate Development of the Property so long as said reviews and permits are consistent with Development approvals granted by the Town and/or County for the Property. All future access to Hailem School Road shall comply with all generally applicable and legally enforceable provisions of the County road ordinance. ~~Not later than conveyance of Parcel “B” by the County pursuant to the SHS Options, SHS shall dedicate or cause to be dedicated to the County, or the County shall reserve to itself from such conveyance, a fee simple interest in a strip of land for future road widening, drainage and utility improvements along the full length of the Property frontage on Hailem School Road for a width of fifty (50) feet measured east from the existing road centerline.~~ The foregoing qualification regarding road access to Hailem School Road shall not serve as an absolute limitation on the construction of such access, but makes construction and use of any such access subject to any applicable and legally enforceable County requirements and SHS and SHS-Successors agree to obtain advance County approval of any such access according to such requirements.

14. **NEW COMMUNITY CENTER ENTRANCE.** Paragraphs 6.3.6 and 6.3.7 of the DRRA are hereby amended as follows:

6.3.6. *New Regional Medical Center Entrance and Route 50 Frontage.* Subject to the conditions precedent set forth in Paragraph 6.3.7, the County shall transfer to SHS that ~~part, parcel, or portion~~ of land ~~located at 10028 Ocean Gateway, Easton, Maryland,~~

~~Tax Map 0017, Parcel 0038~~ identified as “Medical Center Drive, (Commercial Local Street), SRCHA Plat 59033, Variable Width Right of Way” and “Land Intended to be Dedicated to the State Highway Administration, 3.968 acres±, SHA Plat # 59033” by the Initial Plat (“Entrance Parcel”), for construction of the new Regional Medical Center entrance (“New RMC Entrance”) and deceleration lanes for US Route 50. The land to be conveyed by the County for the New RMC Entrance is also identified on the State of Maryland Department of Transportation, State Highway Administration, State Roads Commission Plat Number 59033, dated June 29, 2012, which is incorporated by reference herein.

6.3.7. *New Community Center Entrance.* The County shall initiate legislation to convey the Entrance Parcel to SHS or SHA in exchange for SHS’ construction of a new entrance to the Talbot Community Center, the details of which shall be memorialized in one or more public works agreements between SHS, County and Town.~~shall have no obligation to transfer or convey to SHS any interest in or to any part, parcel, or portion of land to be used for the New RMC Entrance, until the following conditions precedent have occurred to the County’s reasonable satisfaction:~~

~~(a) — SHS, at its sole cost and expense, shall obtain all required permits for and construct a new entrance to the Talbot County Community Center (“New TCCC Entrance”) in accordance with plans paid for by SHS, reviewed and accepted by the County, and prepared by Daft McCune Walker, Inc. entitled, “Entrance Relocation Plan for Talbot County Community Center”, dated October 10, 2012, last revised October 15, 2012, which plans are incorporated by reference herein (collectively, the “TCCC Plans”). The TCCC Plans have been accepted in concept by the County prior to execution of this Agreement. In addition to the TCCC Plans and any specifications referred to or incorporated therein, SHS shall prepare separate specifications (“TCCC Specifications”) for construction of the New TCCC Entrance, which shall be submitted to the County within one hundred twenty (120) days prior to commencement of construction of the New TCCC Entrance, and the County shall respond to such submittal within thirty (30) days thereafter, by accepting the TCCC Specifications or identifying with particularity the County’s concerns or objections thereto. As a condition of the license granted by the County to SHS pursuant to sub-paragraph 6.3.7(e) below, final TCCC Plans and TCCC Specifications shall have been accepted by the County not later than thirty (30) days prior to commencement of construction of the New TCCC Entrance.~~

~~SHS’s obligation shall include all costs of any kind, nature, or description, including design, engineering, permitting, bonding, insurance, site work, construction, landscaping, construction management, administration, inspection, changes, change orders, unknown conditions, and contingencies. It shall also include a warranty for the use and benefit of the County, in form and content acceptable to the County, for a period of one year following the County’s acceptance and commencement of general public use of the New TCCC Entrance, and a separate warranty guaranteeing survival of all landscaping for two complete calendar years commencing upon completion of all required landscaping.~~

~~(b) — SHS shall be solely responsible for construction and completion of the work in accordance with the Construction Documents (defined below) as approved by the County and Town. The County shall have the right to review and approve, in its reasonable discretion, all final designs, plans, drawings, specifications, bid documents, contracts, subcontracts, changes, phasing, schedules, change orders, inspection reports (collectively, the “Construction Documents”) for the New TCCC Entrance, which Construction Documents shall be consistent with the TCCC Plans, which have been approved and accepted by the County. Construction of the New TCCC Entrance shall also comply with all applicable Town Codes, standards, specifications and other requirements. The County shall be authorized to retain qualified construction inspectors, firms, or agencies to review, monitor, inspect, and approve or disapprove the Construction Documents and the work performed by SHS or its agents, contractors, or subcontractors on the New TCCC Entrance and water and sewer infrastructure extending from Rt. 662 to the Community Center to the extent SHS is providing the same to accommodate water and sewer service to the Community Center. The County’s actual inspection costs shall be reimbursed by SHS at a cost not to exceed \$500 per work day from commencement of the New TCCC Entrance through Completion thereof, and the County agrees to cooperate with SHS, including reasonable consideration of engaging inspectors otherwise working on the Property, to minimize inspection costs while still providing the County with assurances that the New TCCC Entrance is constructed in accordance with this Agreement and all applicable construction standards otherwise required by law.~~

~~SHS’ bid documents shall include construction of water and sewer infrastructure to extend the Property Water Facilities and Property Wastewater Facilities to the vicinity of the Community Center in accordance with Paragraph 7.6.~~

~~(c) — The County and SHS shall jointly identify and designate the portions of lands owned by the County that must be accessed or disturbed by SHS or its Representatives (defined below) in connection with the construction of the New TCCC Entrance (“License Area”). At a minimum, the License Area shall include all lands located within the Limit of Disturbance or “LOD” designated by the erosion control plans of the TCCC Plans. In consideration of SHS’ agreement to construct the New TCCC Entrance, the County hereby grants to SHS a license (“License”): (i) to enter upon and use the License Area in connection with the construction of the New TCCC Entrance; (ii) to construct the New TCCC Entrance in accordance with this Agreement upon the License Area; and (iii) to use existing roadways, driveways and pedestrian ways located on the Talbot County Community Center property for vehicular and pedestrian ingress and egress to and from the License Area. SHS and its construction managers, consultants, architects, engineers, contractors and subcontractors retained in connection with the New TCCC Entrance (collectively, “Representatives”) shall be permitted to use this License.~~

~~At all times during the term of the License, SHS shall, at its own cost and expense, be responsible for the actions and personal property of SHS and its~~

~~Representatives on the License Area. Prior to Completion of the New TCCC Entrance, SHS shall repair any damage to the improvements, personal property, grounds, and facilities upon the Talbot County Community Center property caused by SHS' or its Representatives' use of the License Area, including grading or regarding and establishment or reestablishment of all lawn and landscaping. Prior to termination of the License, SHS shall promptly remove any and all temporary structures, facilities and improvements, including, without limitation, all tools, materials and equipment used or stored and any trash or debris remaining on the License Area and restore all disturbed areas to their former condition or as shown on the TCCC Plans. The License shall terminate upon Completion of all activities depicted by the TCCC Plans, including the County's written approval and acceptance of New TCCC Entrance and County approval of the demolition and stabilization of the existing TCCC access to Route 50.~~

~~SHS shall not use or permit uses upon the License Area that unreasonably interfere with access to or operation of the Talbot County Community Center. The County and SHS shall cooperate to effect the construction of the New TCCC Entrance in a manner that provides vehicular access to the northern and southern Talbot County Community Center entrance doors at all times. Consistent with the TCCC Plans sequence of construction, the existing TCCC access to Route 50 shall not be obstructed or demolished before the New TCCC Entrance is complete, accepted by the County, and open for public use. SHS shall advise the County of construction schedule changes for the New TCCC Entrance and shall adhere to the construction schedule in the Construction Documents unless changed by the County, which consent shall not be unreasonably withheld. County shall be responsible for communications with the public regarding access and circulation pattern changes during construction. The intent of SHS and County is to cooperate in order to prevent unreasonable impairment of the use, operation, occupancy or enjoyment of, or ingress to or egress from the Talbot County Community Center, while recognizing that construction of the New TCCC Entrance and closure of the existing Route 50 access may cause temporary but unavoidable adverse impacts upon the Talbot County Community Center which the parties shall seek to minimize and mitigate through construction management and public communication.~~

~~(d) Upon Completion by SHS of the New TCCC Entrance in accordance with the TCCC Plans and TCCC Specifications and applicable Town codes, standards, and design criteria and acceptance by the County, the County shall advertise the proposed disposition of land set forth in Paragraph 6.3.6 to be transferred to SHS for the New RMC Entrance in accordance with the requirements of Article 25A § 5B, Md. Ann. Code, and, upon finding that the parts, parcels, or portions of land are no longer needed for public use for access to the Community Center or as part of the Community Center property, County shall transfer and convey such parts, parcels, or portions of land to SHS.~~

~~(e) Not later than the conveyance provided for in subparagraph (d) above, the County shall also establish a license over portions of the County's~~

~~remaining property, including Rt. 50 frontage of the Hog Neck Golf Course, for access and temporary disturbance by SHS, its contractors, agents and representatives as necessary to facilitate construction of the New RMC Entrance and related improvements to Route 50, including acceleration and deceleration lanes and drainage and stormwater improvements. Such license shall be established pursuant to the same procedure and subject to terms comparable to those described in subparagraph (e) for the New TCCC Entrance.~~

15. WATER SYSTEM. Paragraph 7.2.1 of the DRRA is hereby amended as follows:

7.2.1 *Water System.* The Town water system shall be extended to serve the Property, ~~the Community Center,~~ and such other areas, if any, as determined pursuant to Paragraph 7.3 (“**Water System Extension**”). All components of the Water System Extension shall be sized to accommodate the flows and capacities reserved under Paragraph 7.3. The Water System Extension shall include the following:

(i) 12” water mains that extend to the southwestern and southeastern areas of the Property ~~(in the locations designated by Exhibits O and P as the limits of 12” water lines constructed by SHS or the “Property Water Facilities” as defined below)~~ from existing Town water mains generally located in the vicinity of Easton Utilities’ Goldsborough Sewage Pump Station and the intersection of Airport Road and Route 662, respectively;

(ii) all other components, improvements, equipment and appurtenances as required by applicable Town standards and MDE design criteria; and

(iii) additional components, improvements, equipment and appurtenances not required by Town standards but requested by any Party pursuant to one or more public works agreement(s) between the Parties~~pursuant to Paragraph 7.4, subject to the provisions of Paragraphs 7.4 and 7.7 regarding cost responsibilities.~~

The anticipated alignment of the off-site Water System Extension and the specific locations of the northern termini of the Water System Extension, which are the connection points between the Water System Extension and the Property Water Facilities (defined below) shall be memorialized by one or more public works agreements between the Parties~~are depicted and described by the plans attached as Exhibits M-P.~~

16. WASTEWATER SYSTEM. Paragraph 7.2.2 of the DRRA is hereby amended as follows:

7.2.2 *Wastewater System.* The Town sewer system shall be extended to serve the Property, ~~the Community Center,~~ and such other areas as set forth in one or more public works agreement(s) between the Parties~~determined pursuant to Paragraphs 7.3 and 7.4, if any~~ (“**Wastewater System Extension**”). All components of the Wastewater System Extension shall be sized to accommodate the flows and capacities reserved under Paragraph 7.3. The Wastewater System Extension shall include the following:

(i) a pump station sized, designed and located to accommodate flows from the entire Property and the Community Center property as set forth in one or more public works agreement(s) between the Parties determined via gravity flow considering existing topography and all other flows provided for under this Agreement. ~~The pumps and electrical components shall be covered by manufacturers' warranties or extended warranties that extend until one year after issuance by the Town of the first certificate of occupancy for a hospital constructed on the Property;~~

(ii) connection of the Property Wastewater Facilities (defined below) at the ~~southern~~ property line of the Pump Station/~~Substation~~ Parcel to the wet well of the pump station;

(iii) a ~~12"~~ forcemain extending from the Pump Station to the Town's existing collection system, as depicted by plans approved by the County, Town, and MDE to accommodate the flows determined under this Agreement;

(iv) all other components, improvements, equipment and appurtenances as required by applicable Town standards and MDE design criteria as depicted by plans approved by the County, Town and MDE, such as pump station monitoring, control and backup power generation systems; and

(v) additional components, improvements, equipment and appurtenances requested by any Party pursuant to Paragraph 7.4 but not required by Town standards, subject to the provisions of Paragraphs 7.4 and 7.7 regarding cost responsibility.

The anticipated on-site and off-site alignment of the Wastewater System Extension shall be memorialized by one or more public works agreement(s) between the Parties ~~are depicted and described by the plans attached as Exhibits M-O.~~

17. UTILITY TIMEFRAMES. Paragraph 7.4 of the DRRA is hereby amended as follows:

7.4 Design & Construction Responsibilities, Coordination and Timeframes. The Parties shall cooperate in connection with the design of all utility infrastructure for their mutual benefit. Details regarding the coordination, timeframes, design and construction responsibilities for all utility infrastructure shall be memorialized by one or more public works agreement(s) between the Parties. ~~When and as available, SHS shall circulate to Town and County plans and/or exhibits that confirm the locations and inverts of the various connection points between the pipe and conduit systems to be constructed by SHS and those to be constructed by Town or County. All Parties shall construct such utility system components in accordance with approved plans. The County shall be responsible for extending all utility lines from the Pump Station to the southern boundary of the Pump Station/Substation Parcel and pay its respective share of the cost to extend the forcemain to the tie-in point of the existing Town facilities. Notwithstanding the foregoing, the second or later Party to extend or construct its portion of a utility system component to a point of connection shall be responsible for verifying the precise location of the system component to which it must connect and for making and testing such connection in accordance with applicable standards and requirements and sound engineering and construction practices.~~

~~SHS, SHS Successors and Town shall cooperate with the County, at no expense to SHS, SHS Successors or Town, in connection with all grant or loan applications for public funding for water and sewer infrastructure. SHS, SHS Successors and Town shall have no liability for repayment of any grants or loans undertaken by the County.~~

~~The County shall complete its bid and procurement procedures for the Extensions on such timing as required to satisfy its obligations hereunder. The County's obligation to construct the Extensions shall be triggered upon the occurrence of all of the following (the date of which shall be the "Trigger Date"): (i) SHS' acquisition of the Property, (ii) issuance of a final decision approving the Certificate of Need authorizing construction of a hospital containing at least 100 licensed beds on the Property, and (iii) issuance by the Town of the first grading, foundation, building or other permit authorizing work associated with construction of such hospital. The eastern components of the Water System Extension shall be complete and available for connection to the Property Water Facilities and operation thereof on or before three (3) months after the Trigger Date. The western components of the Water System Extension shall be complete and available for connection to the Property Water Facilities (as depicted by Exhibit P) and operation thereof on or before fifteen (15) months after the Trigger Date. The Wastewater System Extension shall be complete and available for connection to the Property Wastewater Facilities and operation thereof on or before fifteen (15) months after the Trigger Date.~~

~~The Temporary Electric Service (defined below) shall be complete and available for service to the Property on or before four (4) months after the Trigger Date, provided that SHS files a complete and approved application for electric service with Easton Utilities and pays all fees and/or contributions in accordance with the applicable tariff by two (2) prior to the Trigger Date and provided that all easements necessary to provide the Initial Electric System Extension are provided to Easton Utilities by the Trigger Date. The Gas System Extension (defined below) shall be complete and available for service and connection to the Property Gas Facilities (defined below) on or before sixteen (16) months after the Trigger Date provided that SHS files a complete and approved application for gas service with Easton Utilities and pays all fees and/or contributions in accordance with the applicable tariff by the Trigger Date. The Permanent Electric System Extension (defined below) shall be complete and available for service to the Property on or before fourteen (14) months after the Trigger Date provided that SHS files a complete and approved application for electric service with Easton Utilities and pays all fees and/or contributions in accordance with the applicable tariff by the Trigger Date. Upon completion of each such improvement and satisfactory inspection by Town, such improvements shall be dedicated or conveyed to Town and shall thereafter be owned, operated and maintained by Town. The foregoing deadlines for provision of electric or gas services by Easton Utilities shall be extended on a day-for-day basis for each day that the respective application(s) for service are delivered or are not completed after the aforementioned submittal deadlines.~~

~~7.4.1 Design and Right-of-Way Responsibility. County retained Easton Utilities to design the pump station and Extensions to the southern Property lines, and Easton Utilities provided 90% drawings to the County in April 2010, and final construction plans to the County in February, 2011. Except as provided in the following paragraph, County has fulfilled its design responsibilities for the Extensions. County shall be responsible for the permitting of the Extensions, except for specific components of the Extensions requested by another Party under Paragraphs 7.2.1(iii) or 7.2.2(v), which specific components shall be designed, permitted, and funded by the Party requesting the same. The County shall also be responsible for identifying, surveying and obtaining all right-of-ways necessary for construction of the Extensions from the boundaries of the Property to the appropriate connection points within the existing Town utility systems, which right-of-ways or easements shall be conveyed to the Town by instrument(s) recorded among the Land Records of Talbot County within three months following the Effective Date. All off-site right-of-ways required for the Extensions shall be obtained and/or confirmed by the County in sufficient time to permit the County to satisfy the deadlines set forth in Paragraph 7.4, and shall be for the benefit of the Town. If County is unable to obtain off-site easements and rights of way as may be necessary, the Town shall assist the County in accordance with Paragraph 9.1.~~

~~The County shall apply for all construction permits and approvals from MDE and such other agencies as may be required for construction of the Extensions in a manner and on such timing as necessary to satisfy its obligations hereunder.~~

~~7.4.2 Design Coordination Timeframe. All requests hereunder for capacity reservation or specific system components or modifications have been communicated to the Party responsible for such design.~~

~~7.4.3 Construction Responsibility. County shall construct the Extensions in accordance with plans approved by SHS, Town and County. Between SHS and the County, the last Party to construct their portion of the water system infrastructure in the vicinity of the connection points between the Property Water Facilities and the Water System Extension shall be responsible for connecting and testing the connection of these two segments of the water system. County shall be responsible for connection of the Property Wastewater Facilities (defined below) to the pump station provided that SHS has terminated the Property Wastewater Facilities on the Pump Station Parcel prior to construction of the pump station wet well. County shall construct the improvements required by Paragraph 7.6 in accordance with plans approved by County, Town and SHS. Notwithstanding the foregoing, if SHS constructs the new alignment of Route 662 prior to the County's construction of the Extensions, SHS shall install sleeve(s) under the new road to accommodate road crossing(s) of the Extensions. SHS shall construct the improvements required by Paragraph 7.5 in accordance with plans approved by the Town. Division of responsibilities for construction of gas and electric system improvements are addressed in Paragraphs 7.4, 7.11, 7.12 and 7.13, respectively.~~

~~7.4.4 Cooperation by Town and County to Facilitate Timely Completion. Each Party hereto shall support the other Parties and promptly respond to requests for information, coordination, interpretation of codes or standards or other requests for assistance to facilitate the timely and efficient coordination and construction of utilities for the Property.~~

18. WATER & SEWER IMPROVEMENTS. Paragraph 7.5 of the DRRA is hereby amended as follows:

7.5 Property Water Distribution and Wastewater Collection Improvements. SHS or SHS-Successors shall construct water distribution facilities within the Property and extending from the Water System Extension as necessary for Development of the Property in accordance with construction plans approved by Town, ~~the general location of initial phases of which is depicted by Exhibit M.~~ Such improvements shall consist of a system of pipes, water mains, laterals, service lines, hydrants, feeders, regulators, fixtures, connections and attachments, meters and such other appurtenances necessary or proper for the purposes of distributing or supplying water for domestic, commercial and fire protection purposes and for any other purposes (excluding, at SHS' election, irrigation) for which water may be used by or on the Property (collectively, the "Property Water Facilities"). ~~The Property Water Facilities include, without limitation, a 16" water line stubbed to and terminated with a valve at the southern boundary of the 40' drainage, utility and access easement located on the Water Tower Parcel, as generally depicted by Exhibits K and P.~~

SHS or SHS-Successors shall construct the wastewater collection systems and facilities within the Property as necessary to convey wastewater flows from Development of the Property by gravity to the Pump Station/~~Substation~~ Parcel in accordance with construction plans approved by the Town, ~~the general location of initial phases of which is depicted by Exhibit M.~~ Such improvements shall consist of a system of pipes, wastewater mains, laterals, manholes, connections and attachments and such other appurtenances necessary or proper for the purposes of collecting and transporting wastewater generated within the Property to the Pump Station/~~Substation~~ Parcel (collectively, the "Property Wastewater Facilities"). ~~SHS shall design and construct the Property Wastewater Facilities to be capable of conveying wastewater flows from the Community Center property to the Pump Station/Substation Parcel by gravity at a volume not to exceed that reserved in Paragraph 7.3.1.2. The depth of the Property Wastewater Facilities shall be limited to that necessary to provide gravity service to the Property and the Community Center as depicted by Exhibit M, the invert elevation for future connection to MH9 shall be 48.3±.~~

19. WATER & SEWER IMPROVEMENTS. Paragraph 7.6 of the DRRA is deleted in its entirety:

~~7.6 — Community Center Water and Wastewater Improvements. County shall construct all water improvements required to connect the Community Center to the Property Water Facilities in accordance with construction plans approved by the Town. Such improvements shall include an 8" water line and a system of water pipes, mains, laterals, hydrants, regulators, fixtures, connections and attachments, meters and such other appurtenances necessary or proper for the purposes of supplying water for domestic, commercial and fire protection purposes for the Community Center at a volume not to exceed that reserved pursuant to Paragraph 7.3.1.2.~~

~~SHS is responsible for the cost of constructing an 8" water line stub, terminated with a valve, onto the TCCC Expansion Parcel as depicted by Exhibit M. SHS is also responsible for the cost of constructing and capping an 8" gravity sewer line onto the TCCC Expansion Parcel as depicted by Exhibit M. In addition to the foregoing, SHS will extend water and sewer lines across the TCCC Expansion Parcel in conjunction with its construction activities for the New TCCC Entrance. Such extensions shall terminate at locations approved by SHS and County. These extensions will be priced as an option by SHS' contractor and the costs of extending these lines beyond the stubs depicted on Exhibit M shall be credited against SHS' obligations to County under Paragraph 7.7.3. The County shall be responsible for connection of the Community Center to the water and sewer lines constructed by SHS. Upon connection to the Town sewer system, the County shall be responsible for abandonment of the existing septic system. Subject to Health Department approval, the Community Center may elect to continue to use the existing well servicing the Community Center and the well and septic system servicing the County's existing concession stand, without any requirement to connect to the Town water and wastewater systems.~~

20. UTILITY COST ALLOCATION & RESPONSIBILITY. Paragraph 7.7 of the DRRA is hereby amended as follows:

7.7. Cost Allocation and Responsibility. Allocation of costs and responsibilities for construction of utilities to serve Development of the Property shall be memorialized by one or more public works agreement(s) between the Town and SHS, and, if applicable, the County.

~~7.7.1. County. County previously paid for the initial design of the Extensions. Subject to the defined contribution by SHS for the cost of consolidating the DMW design of the forcemain with plans previously prepared for the County, County shall be responsible for the cost of design and right-of-way evaluation and acquisition in accordance with Paragraph 7.4.1. County shall be responsible for the cost of constructing Extensions sized only to provide the capacity reserved under Paragraph 7.3.1 ("Primary Extensions Cost"), which shall be determined in accordance with Paragraph 7.7.6. County shall also be responsible for the costs of design and construction of any component(s) of the Extensions requested by County~~

~~under Paragraphs 7.2.1(iii) or 7.2.2(v). County shall also be responsible for the costs of design, connection to the water and sewer stubs constructed by SHS, and construction of the improvements described by Paragraph 7.6.~~

~~7.7.2. Town. Town shall be responsible for the cost of design and construction of any component(s) of the Extensions requested by Town under Paragraphs 7.2.1(iii) or 7.2.2(v). In addition, to the extent that the Town requires certain components of the Extensions to be designed, located, oversized or constructed in a manner to facilitate or accommodate future expansion, the Town shall be responsible only for the increased costs of materials associated with such requirement(s).~~

~~7.7.3. SHS. SHS shall be responsible for the actual incremental cost of increasing the flow capacity of the Extensions beyond the flow capacity reserved under Paragraph 7.3.1 to include the flow capacity reserved under Paragraph 7.3.3 ("Incremental Extensions Cost"). SHS shall also be responsible for the costs of design and construction of any component(s) of the Extensions requested by SHS under Paragraphs 7.2.1(iii) or 7.2.2(v). SHS shall also be responsible for the costs of design and construction of the improvements described by Paragraph 7.5.~~

~~7.7.4. Third Parties. In the event the Extensions include additional capacity under Paragraphs 7.3.1, 7.3.2.1 or 7.3.3 or if the Extensions serve parcels lying outside the Property and the Community Center through use of any portion of the infrastructure paid for by County, the County shall be entitled to reimbursement from the owner of such other parcel(s) served by this infrastructure for a pro-rata portion of the costs County incurred to extend water and sewer infrastructure, whether from the general fund, loans, or any combination of funding sources, excluding grants. The Town and County agree to cooperate and negotiate in good faith to evaluate the legal authority, formula, and administrative processes for such reimbursement.~~

~~7.7.5. Future Water Tower. Based on a water supply study of the Town water system completed by Whitman, Requardt & Associates, LLP and a related report entitled "Final Technical Memorandum No. 2" and dated May 8, 2012, the Town agreed not to require additional water storage to meet the projected water demands and fire flow requirements for initial phases of construction on the Property. The timing and allocation of responsibility for the construction and cost of any future water tower on the Property shall be discussed and resolved between the Town, SHS and SHS Successors in the future.~~

~~7.7.6. Determination of Primary Extensions Costs and Incremental Extensions Costs Between SHS and County. The Primary Extensions Costs and Incremental Extensions Costs shall be determined by the County's bid process associated with construction of the Extensions. The County shall include in its bid requests alternative specifications reasonably acceptable to County and SHS that require bidders to price the Wastewater System Extension with two substitutions: (1)~~

~~changing the pipe size to construct an 8" diameter forcemain instead of a 12" diameter forcemain, and (2) installation of pump(s) sized to accommodate only the flows required by Paragraph 7.3.1, rather than installation of pump(s) sized to accommodate flows required by Paragraphs 7.3.1 and 7.3.3. Except for the forcemain pipe diameter and pump capacity, all other aspects and components of the Wastewater System Extension shall remain the same. The Primary Extensions Costs shall be equal to the cost of the Water System Extension plus the bid price submitted by the contractor selected by the County for the Wastewater System Extension with the two aforementioned substitutions. The Incremental Extensions Costs shall be equal to the actual bid price accepted by the County for the Wastewater System Extension less the alternative bid price provided by the same contractor for the Wastewater System Extension with the two aforementioned substitutions.~~

21. **IRRIGATION WELLS.** Paragraph 7.8 of the DRRA is hereby amended as follows:

7.8 **Irrigation Well(s).** Town and County agree that, subject to applicable State laws and permitting requirements, SHS and SHS-Successors may design, permit, drill, construct, operate and maintain all well(s) required to serve the irrigation water demands of the Property pursuant to applicable rules, regulations, and permits. The location and timing of drilling or construction and the manner, extent and frequency of use of such well(s) shall be at the discretion of SHS and SHS-Successors subject to applicable permits, **except that no irrigation wells shall be permitted in the Magothy or Upper Patapsco aquifers.** No such well(s) or any system connected thereto may be connected to the Town water system or any facility connected to the Town water system.

22. **UTILITY DEDICATIONS.** Paragraph 7.10 of the DRRA is hereby amended as follows:

7.10. **Dedication to Town.** The Water Facilities, Wastewater Facilities, all duct banks **intended for use by the Town described by Paragraph 7.12 (subject to certain express reservations),** Gas System Extension(~~defined below~~), and all easements necessary to provide utility service to the Property by the Town shall be conveyed to and accepted by Town upon completion of construction of such facility(s), in accordance with the policies and procedures typically applicable to such dedications.

23. **GAS SYSTEM EXTENSION.** Paragraph 7.11 of the DRRA is hereby amended as follows:

7.11. **Gas System Extension.** **Gas service, if any, for development of the Property shall be provided by the Town, with responsibilities for system improvements and extensions to be determined in accordance with the applicable tariff and memorialized by one or more public works agreement(s) between the Town and SHS.** Pursuant to Paragraph 7.4, the Town shall construct a 6-inch H.P. 60 PSI

~~gas main from the gate station on Dover Road to a point immediately west of Maryland Route 662 at the southernmost corner of the Property, which location is generally depicted by Exhibits M and O (“Gas System Extension”). SHS shall be responsible for engaging a qualified contractor as per Easton Utilities requirements to extend the 6-inch gas main under and then along the east side of relocated Route 662 as generally depicted by Exhibits M and O. SHS shall provide connections to the new hospital central energy plant and valve “T”s for future buildings. SHS shall also construct a 2-inch feed to the southern boundary of the Pump Station/Substation Parcel. The County shall be responsible for connection of the pump station’s emergency generator to the 2-inch line installed and capped by SHS at the Pump Station/Substation Parcel boundary. The Town shall provide interruptible gas service to the Property in accordance with the applicable tariff and under the terms of a “special contract” to be negotiated between SHS and Town and subject to approval by the Public Service Commission.~~

24. **DUCT BANKS.** Paragraph 7.12 of the DRRA is hereby amended as follows:

7.12. Property Duct Bank. The design, location, quality and responsibility for construction of duct banks in connection with the development of the Property shall be memorialized by one or more public works agreement(s) between the Town and SHS. ~~SHS shall construct duct banks on the Property for use by the Town, SHS and others as generally depicted by Exhibits M-O, and. The duct bank extending along the west side of the entire length of relocated Route 662 shall consist of twelve (12) 6” conduits, all of which shall be available for use by Town for electric, fiber optic and broadband TV cable, and shall include manholes every 1,000 feet. SHS shall construct, at its expense, a duct bank from Route 662 to the southern boundary of the Pump Station/Substation Parcel consisting of three (3) 6” conduits and two (2) 4” conduits. County shall be responsible for extending this duct bank across the Pump Station/Substation Parcel to the substation and pump station, as agreed by Town and County. SHS shall construct an additional duct bank consisting of seven (7) 4” conduits, four (4) of which will be made available to Verizon while the remaining three (3) will remain available for use by SHS or its assigns or designees for future needs. Unless otherwise agreed by SHS and Town, SHS shall construct an additional duct bank consisting of six (6) 6” conduits, which shall extend along the northern boundary of the Property from Hailem School Road to the central energy plant as generally depicted by Exhibits M and O. All duct banks shall be protected by concrete backfill at road crossings in accordance with applicable Town standards. The foregoing duct banks will be dedicated to Town, subject to SHS’ right to use of the three ducts reserved for SHS or its assigns and four ducts reserved for Verizon.~~

25. **ELECTRIC SERVICE.** Paragraph 7.13 of the DRRA is hereby amended as follows:

7.13. Electric Service and System Extension. Electric service for development of the Property shall be provided by the Town, with responsibilities for system

improvements and extensions to be determined in accordance with the applicable tariff and memorialized by one or more public works agreement(s) between the Town and SHS. ~~Town shall provide temporary electric service (1000A, 480V, 3 Phase) to within one hundred (100) feet of the proposed central energy plant ("Temporary Electric Service"). SHS shall notify the Town of the location of the terminus for such temporary electric service at least four (4) months prior to the completion deadline for the Initial Electric System Extension as provided by Section 7.4.~~

~~Town shall extend primary 25 KV electric service to the Property from its existing Mini Sub 3 through an underground duct bank system, with the costs thereof to be assessed in accordance with applicable tariffs and Paragraph 7.4. All off-site duct construction shall be constructed by the Town. Within the Property, the Town shall provide and install the electrical cable and system components within the duct system installed by SHS pursuant to Paragraph 7.12. The duct bank located on the Property shall be complete with pull strings and accepted by Town at least five (5) months prior to the Town's deadline for completion of the Permanent Electric Service as provided by Section 7.4. The Town's deadline for completion of Permanent Electric System Extension shall be extended on a day for day basis for each day that SHS' completion of the duct bank required for such extension is delayed. Town shall relocate the existing 8.3 KV electrical system located adjacent to Route 662 upon SHS' completion and acceptance by Town of the duct bank components required for such work and shall complete such relocation within 90 days of completion of the duct bank. SHS' contribution to Easton Utilities towards the total cost of relocating the 8.3 KV components, if any, shall be determined in accordance with the applicable tariff and generally applicable policies of the Town. Additionally, in accordance with Paragraph 7.4, Town shall extend a redundant 25KV service line from its existing Substation # 3 overhead to the northern Property corner at Hailem School Road and shall provide and install the electrical cable and system components from Hailem School Road to the central energy plant with the costs thereof to be assessed in accordance with applicable tariffs and Paragraph 7.4. This service is large and requires a special investment for delivery of service and will require a special contract. Extensions of the primary and redundant 25KV electric lines to the central energy plant are collectively referred to as the "Permanent Electric System Extension".~~

26. EASEMENTS. Paragraph 9.1 of the DRRA is hereby amended as follows:

9.1 Easements. SHS (for itself and SHS-Successors), County and Town agree to grant to each other upon request and at no cost rights-of-way or easements over their respective properties in the event that such rights-of-way or easements shall be necessary for the installation, maintenance, replacement and/or removal of infrastructure related to the Development of the Property, including without limitation, roads, sidewalks, utility lines, and drainage improvements, provided the use of such easements will not interfere with the owner's use and enjoyment of the subject property, and except that the Town does not agree to grant easements over its property for competing utilities or services. If SHS or

the County is unable to obtain off-site easements and rights-of-way as may be necessary for extension of utilities to serve Section One of the Property, the Town agrees to assist such Party in obtaining such easements and rights-of-way. If necessary, to the extent the Town has the legal authority, the Town agrees to institute and process condemnation proceedings to acquire such easements and rights-of-way, the costs of which shall be paid as established by one or more public works agreement(s) between the Parties~~by the County if required pursuant to Paragraph 7.7.1 or otherwise by SHS.~~

27. RECORDATION OF FIRST AMENDMENT. This First Amendment shall be recorded in the County Land Records within twenty (20) days of the last date of execution of this First Amendment at SHS' expense.

28. ENTIRE AGREEMENT; INCORPORATION BY REFERENCE. The Agreement, as amended by this First Amendment, constitutes the entire understanding between the Parties with respect to the transactions contemplated by the Agreement, and all prior oral or written understandings, representations and statements are merged into the Agreement except the Annexation Agreement. All exhibits and other document attached to this First Amendment are incorporated herein by reference for the purposes set forth herein.

29. NO PARTY DEEMED DRAFTER. The final language of this First Amendment Agreement is the result of extensive negotiations. Each Party has thoroughly reviewed this Agreement and has had the advice of counsel prior to execution hereof, and no Party shall be deemed to be the drafter of the First Amendment for purposes of judicial construction.

30. COUNTERPARTS. This First Amendment may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

31. RATIFICATION OF DRRA. Except as expressly modified herein, all terms and conditions of the DRRA shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Town, County and SHS have executed this Agreement under seal on the dates set forth below.

ATTEST: **TOWN OF EASTON**

Donald J. Richardson, Town Manager

By: _____ (SEAL)
Megan J.M. Cook, Mayor

Approved as to form and legal sufficiency
by Sharon VanEmburch, Esq., Town Attorney

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2024, before me, a Notary Public of the State aforesaid, personally appeared *Megan J.M. Cook*, who acknowledged herself to be the Mayor of the TOWN OF EASTON, a Maryland municipal corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Agreement, and acknowledged that she executed the same for the purposes therein contained as the fully authorized agent of said Town of Easton.

WITNESS my hand and Notarial Seal.

My Commission expires: _____ Notary Public _____

SIGNATURES CONTINUE ON FOLLOWING PAGES

ATTEST:

TALBOT COUNTY, MARYLAND

Clay Stamp, County Manager

By: _____ (SEAL)
Chuck Callahan, President
Talbot County Council

Approved as to form and legal sufficiency
by Patrick Thomas, Esq., County Attorney

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared *Chuck Callahan*, who acknowledged himself to be the President of the TALBOT COUNTY COUNCIL, the chief executive of Talbot County, Maryland, a charter county and political subdivision of the State of Maryland, and that he as such President, being authorized so to do, executed the foregoing Agreement for the purposes therein contained by signing the name of said Talbot County, Maryland, by himself as President.

AS WITNESS my hand and Notarial seal.

Notary Public

My commission expires: _____

SIGNATURES CONTINUE ON FOLLOWING PAGE

ATTEST: **SHORE HEALTH SYSTEM, INC.**

By: _____ (SEAL)
Kenneth D. Kozel, President and CEO

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2024, before me, a Notary Public of the aforesaid State, personally appeared *Kenneth D. Kozel*, President and CEO of SHORE HEALTH SYSTEM, INC., who was known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Agreement, and acknowledged that he executed the same for the purposes therein contained as the fully authorized agent of said Shore Health System, Inc.

WITNESS my hand and Notarial Seal.

My Commission expires: _____ Notary Public _____

I hereby certify this Agreement was prepared by or under the supervision of the undersigned, an attorney admitted to practice by the Supreme Court of Maryland.

Ryan D. Showalter, Esq.

EXHIBIT FA-E

EXISTING AND REQUIRED DEVELOPMENT APPROVALS AND PERMITS

Existing Development Approvals and Permits

1. Establishment of Regional Healthcare District for the Property;
2. Sketch site plan approval for the Hospital issued October, 2023;
3. Maryland Department of the Environment nontidal wetlands permit;
4. Subdivision plat recorded in Plat Cabinet MAS 83, pages 458 through 464, inclusive (Initial Plat);
5. Forest conservation approval for the Property issued in conjunction with approval of the Initial Plat;
6. Sewer and/or water reservations or allocations as set forth in Paragraph 7.2.3 of the DRRA; and
7. Talbot County Bill 1231 vacating the portion of Rt. 662 to be transferred to the County following completion of the new Rt. 662 alignment.

Required Development Approvals and Permits

1. State Highway Administration access and/or improvements construction permits;
2. Maryland Department of the Environment nontidal wetlands permit;
3. Final site plan approval for all phases of the Project;
4. Subdivision plat(s) consolidating Lots 1 and 7, establishing the Substation Parcel, Pump Station Parcel and all subsequent phases of the Project;
5. Supplemental sewer and/or water reservations or allocations;
6. Variances;
7. Special exceptions;
8. Street abandonments/vacations;
9. Stormwater management plan approvals;
10. Sediment and erosion control approvals;
11. Grading permits;
12. Building permits; and
13. Occupancy certificates.

EXHIBIT FA-G

PLAT SHOWING PROPERTY

The attached plat is a reduced-scale copy of the subdivision plat prepared by Daft McCune Walker Inc. entitled "PLAT OF SUBDIVISION, LOTS 1 THROUGH 7, PARCEL A, AND REVISED TAX PARCEL 38", dated October 8, 2014, last revised October 9, 2014 and ~~intended to be~~ recorded among the Plat Records of Talbot County, Maryland **in Plat Cabinet MAS 83, pages 458 through 464, inclusive hereafter**, which full-scale record plat is incorporated herein by reference.

EXHIBIT FA-H

LEGAL DESCRIPTION OF PROPERTY

The Property subject to this Agreement consists of Lots 1, 2, 3, 5 and 75 as depicted and described by the Initial Plat, which Initial Plat is incorporated herein for. ~~Such Property is more particularly described by metes and bounds, courses and distances by the following legal descriptions prepared by Daft, McCune & Walker, Inc., attached hereto and incorporated herein:~~

~~1. Proposed Lot 1 as Laid Out and Shown On a Plat Entitled "Plat of Subdivision, Lots 1 through 7, Parcel A, and Revised Parcel 38" Intended to be Recorded Among the Land Records of Talbot County, Maryland, P/O Tax Map 17, Parcel 75 12.538 Acre Parcel, West of MD Rte. 50, East of Longwoods Road, Talbot County, Maryland;~~

~~2. Proposed Lot 2 as Laid Out and Shown on a Plat Entitled "Plat of Subdivision, Lots 1 through 7, Parcel A, and revised Parcel 38" Intended to be Recorded Among the Land Records of Talbot County, Maryland, P/O Tax Map 17, Parcel 75, 19.800 Acres, West of MD Rte. 50, East of Longwoods Road, Talbot County, Maryland;~~

~~3. Proposed Lot 3 as Laid Out and Shown on a Plat Entitled "Plat of Subdivision, Lots 1 through 7, Parcel A, and Revised Parcel 38" Intended to be Recorded Among the Land Records of Talbot County, Maryland, P/O Tax Map 17, Parcels 75 and 129, 77.074 Acre Parcel, West of MD Rte. 50, East of Hailem School Road, Talbot County, Maryland; and~~

~~4. Proposed Lot 5 as Laid Out and Shown on a Plat Entitled "Plat of Subdivision, Lots 1 through 7, Parcel A, and Revised Parcel 38" Intended to be Recorded Among the Land Records of Talbot County, Maryland, P/O Tax Map 17, Parcel 129, 89.710 Acre Parcel, West of MD Rte. 50, East of Hailem School Road, Talbot County, Maryland.~~

EXHIBIT FA-I

PARTIAL ASSIGNMENT, ASSUMPTION AND NOVATION AGREEMENT FORM

THIS PARTIAL ASSIGNMENT, ASSUMPTION AND NOVATION AGREEMENT (“**Agreement**”) is entered by and between Shore Health System, Inc., a Maryland corporation (“**SHS**”), Town of Easton, a Maryland municipal corporation (“**Town**”), Talbot County, Maryland, a Maryland charter county (“**County**”) and _____, a _____ (“**SHS-Assignee**”).

Recitals

A. SHS, Town and County entered into a Development Rights and Responsibilities Agreement (~~“**Development Agreement**”~~), ~~which is~~ dated October 14, 2014 and ~~which is~~ recorded among the Land Records of Talbot County at Liber MAS 2206—, folio 266—, **as amended by a First Amendment to Development Rights and Responsibilities Agreement dated _____, 2024 and recorded at Liber _____, folio _____ (collectively, the “**Development Agreement**”)**. Pursuant to the Development Agreement, SHS agreed to develop certain property more particularly described in the Development Agreement (“**Subject Property**”) subject to certain conditions and obligations set forth in the Development Agreement.

B. SHS desires to assign a portion of its respective interests under the Development Agreement to SHS-Assignee under a written agreement dated _____, 20__ as to that portion of the Subject Property identified and described in Attachment 1, which is attached hereto and incorporated herein by this reference (“**Assigned Property**”).

C. Pursuant to Paragraphs 2.6.1 and 2.6.3 of the Development Agreement, SHS-Assignee agrees to assume all of SHS’ obligations and be subject to all of the provisions of the Development Agreement with respect to the Assigned Property and Town and County agree to release SHS with respect to the Assigned Property.

D. Town and County acknowledge and agree that SHS-Assignee and SHS have complied with the requirements of Paragraph 2.6.3. of the Development Agreement.

NOW, THEREFORE, SHS, Town, County and Assignee hereby agree as follows:

1. With respect to the Assigned Property, SHS-Assignee hereby assumes all of the burdens and obligations of SHS under the Development Agreement, and agrees to assume and fully perform all of the duties and obligations of SHS under the Development Agreement, and to be subject to all the terms and conditions thereof, it being the express intention and agreement of SHS, SHS-Assignee, Town and County that, upon the execution of this Agreement, SHS-Assignee shall become substituted for SHS under the Development Agreement with respect to the Assigned Property and SHS shall be released from all obligations related to the Assigned Property.

2. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, personal representatives, successors and assigns.

3. The Town and County may rely upon this Agreement in consenting to the assignment of rights to and assumption of obligations by the Assignee, and the release of SHS from obligations, relating to the Assigned Property hereunder.

4. This Agreement shall be recorded among the Land Records of Talbot County, Maryland.

5. The individuals executing this Agreement represent and warrant that they have the right, power, and legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of SHS, SHS-Assignee, Town and County.

6. The Recitals above are incorporated herein as material terms of this Agreement.

[This form is included in this Agreement solely as a resource and does not preclude the Parties from revising this form or adding additional or special provisions, rights and obligations pertaining to any particular assignments]

IN WITNESS WHEREOF, the parties do hereby agree to the full performance of the terms set forth herein.

SHS

SHS-ASSIGNEE

By: _____
Name/Title: _____
Date: _____

By: _____
Name/Title: _____
Date: _____

TOWN

COUNTY

By: _____
Name/Title: _____
Date: _____

By: _____
Name/Title: _____
Date: _____

[ACKNOWLEDGMENTS ATTACHED]

ATTACHMENT 1

**LOCATION AND LEGAL DESCRIPTION OF THE PORTION
OF THE PROPERTY ASSIGNED (“ASSIGNED PROPERTY”)**

EXHIBIT FA-R

FORM OF ESTOPPEL CERTIFICATE

Date: _____, 20__

To: _____

Re: *Development Rights and Responsibilities Agreement, dated October 14, 2014, executed by Shore Health System, Inc. ("SHS"), Town of Easton ("Town") and Talbot County, Maryland ("County") recorded at Liber MAS 2206 folio 266 in the Land Records of Talbot County, Maryland, **as amended by a First Amendment dated _____, 2024 and recorded at Liber _____, folio _____ (collectively, the "Development Agreement")**.*

Ladies/Gentlemen:

In accordance with the Development Agreement, [SHS/the Town/the County] has the authority to certify, as of the date hereof, the following. Capitalized terms herein will have the meanings assigned to them in the Development Agreement unless otherwise defined herein:

5. The Parcel covered by this Estoppel Certificate is depicted by Exhibit "A" attached hereto and is referred to herein as the "Parcel".

6. The Development Agreement is in full force and effect with respect to the Parcel and has not been amended, modified or supplemented in any way except as follows: (if none, so indicate):

- a. _____; and
- b. _____.

7. [SHS/the Town/the County] has not sent any notices of default to the [SHS/the Town/the County] or [SHS/the Town/the County] of the Parcel under the Development Agreement which remain uncured, except as follows (if none, so indicate):

- a. _____; and
- b. _____.

8. This Estoppel Certificate is made by [SHS/the Town/the County] and may be relied upon by the addressee in its capacity as a lender related to or secured by the Parcel or as a purchaser or lessee of the Parcel, as applicable. The undersigned has authority to execute this Estoppel Certificate on behalf of [SHS/the Town/the County].

Respectfully,

[SHS/ Town / County]

By: _____
Name, Title: _____

EXHIBIT FA-T

TRAFFIC STUDY

A “Traffic Impact Analysis, Shore Health System Medial Campus, Talbot County, Maryland”, prepared by The Traffic Group and dated May 12, 2010 has been reviewed by the Town, County and SHA and approved by SHA.

In response to comments and questions by Town and County staff, The Traffic Group reviewed additional intersections as described in a letter report addressed to Zach Smith, Town of Easton entitled “Supplement to Traffic Impact Analysis dated May 12, 2010”, dated September 28, 2010.

To further evaluate potential impacts on County Roads, the County Department of Public Works engaged Wallace, Montgomery & Associates, LLC (“**WMA**”) to review the Traffic Impact Analysis prepared by The Traffic Group. WMA’s conclusions are summarized in a report entitled “Traffic Impact Analysis, Shore Health System Medial Campus, Easton, Maryland” and dated May 2011.

The foregoing were reviewed and confirmed by a “Traffic Impact Analysis, University of Maryland Medical System, Easton Hospital” prepared by The Traffic Group, dated November 15, 2023 and revised February 9, 2024.

These four traffic impact analyses are referred to collectively as the “**Traffic Study**”. Complete copies of the Traffic Study, including all appendices, are on file with the Town and County. The Traffic Group analyses were evaluated by SHA to determine the nature and extent of transportation improvements to State highways required by Development of the Property as described in such reports. The Traffic Study was reviewed by the Town and County to determine the traffic impacts on County and Town roads from build-out of Section One using then-current projections. The parties acknowledge and agree that the Traffic Study was not intended to and shall not be interpreted or applied to limit uses or Development of the Property.

EXHIBIT FA-1
TOWN PLANNING COMMISSION LETTER

EXHIBIT FA-2

TOWN FIRST AMENDMENT RESOLUTION

EXHIBIT FA-3

COUNTY PLANNING COMMISSION RESOLUTION

EXHIBIT FA-4

COUNTY FIRST AMENDMENT RESOLUTION



May 23, 2024

Mayor and Town Council
14 South Harrison Street
Easton, MD 21601

RE: PROPOSED AMENDED DEVELOPMENT RIGHTS AND RESPONSIBILITIES
AGREEMENT

Dear Council Members & Mayor Cook:

At our May 16, 2024 meeting, the Easton Planning and Zoning Commission reviewed a request from Shore Health to revise their previously approved and currently effective Development Rights and Responsibilities Agreement (DRRA) executed between Shore Health Systems, Inc., and the Town. The original DRRA was created pursuant to the original approval of the proposed new hospital. Due largely to the passage of time since that approval, Shore Health is seeking an amendment to reset certain deadlines and to move much of the language related to the provision of various community facilities/infrastructure out of the DRRA and into a separate Public Works Agreement.

DRRA's are provided for in the Zoning Code through the provisions of Article XV. The Planning Commission's role is laid out in Section 28-1504. It essentially states that any DRRA petition shall be referred to the Planning Commission for "...a determination of whether the proposed agreement is consistent with the Town's Comprehensive Plan."

Given the following circumstances, we believe the proposed amended DRRA is consistent with the Comprehensive Plan:

- The 2014 DRRA was found to be consistent with the Plan and little, if anything, has changed related to the development of the site since that time.
- The Comprehensive Plan was, in fact, amended prior to the 2014 approval, to specifically account for the relocation of the Hospital to this site. Prior to that, the site was shown as beyond our Growth Boundary. We amended the Growth Boundary's location to include the Hospital (and Community Center) and much of the Plan explicitly contemplates the development of the Hospital (see, for example, water and sewer discussion in the Municipal Growth Element of the Plan).

- We recently approved the new site plan for the Hospital, which on some level includes a finding that the project is consistent with the Plan.

For these reasons, by a vote of 4-0, the Planning Commission finds that the DRRA is consistent with the Town's Comprehensive Plan.

If you should have any questions concerning these recommendations, please feel free to contact me or either the Town Planner or Town Attorney, both of whom can speak to our actions in this matter.

Regards,

A handwritten signature in black ink that reads "Philip Toussaint". The signature is written in a cursive, slightly slanted style.

Easton Planning and Zoning Commission

Philip Toussaint, Vice-Chair

RESOLUTION NO. 6187

A RESOLUTION OF THE TOWN OF EASTON AUTHORIZING THE
EXECUTION OF A DEVELOPMENT RIGHTS AND RESPONSIBILITIES
AGREEMENT AMENDMENT BETWEEN THE TOWN, SHORE HEALTH
SYSTEM, INC., AND TALBOT COUNTY RELATED TO THE DEVELOPMENT OF
A REGIONAL MEDICAL CENTER

INTRODUCED BY: _____

WHEREAS, the Town of Easton is authorized by Title 7, Subtitle 3 of the Land Use Article of the Annotated Code of Maryland and Article XV of the Easton Zoning Ordinance to enter into development rights and responsibilities agreements;

WHEREAS, Talbot County, Maryland, Shore Health System, Inc., and the Town of Easton entered into a Development Rights and Responsibilities Agreement (“DRRA”) related to the development of a regional medical center on land located within the municipal boundaries and also located within jurisdiction of Talbot County, Maryland, which DRRA is dated October 14, 2014 and recorded among the Land Records of Talbot County in Liber MAS 2206, folio 206;

WHEREAS, ten years have elapsed since the parties’ negotiation of the DRRA and, during that period, numerous timeframes and details have changed relating to, among other things, the capacity, design and construction of utilities to serve the regional medical center, and design and utility requirements of the first phase of the medical center;

WHEREAS, the County, Town, and Shore Health System desire to amend the DRRA

to extend the Town zoning vesting period, address property changes related to utility design adjustments, and shift the coordination of infrastructure improvements to one or more public works agreement(s) to be negotiated between the Town, as more particularly described in a proposed First Amendment to Development Rights and responsibilities Agreement (“DRRA Amendment”);

WHEREAS, the Town Planning Commission reviewed the proposed DRRA Amendment at its May 16, 2024 meeting and by letter dated May 23, 2024 recommended its approval and execution based upon a finding that the DRRA Amendment is consistent with the Town of Easton’s 2010 Comprehensive Plan;

WHEREAS, the Town Council held a public hearing on the DRRA Amendment on June 3 and 17, 2024;

WHEREAS, the Town Council has determined that execution of the DRRA Amendment is in the best interest of the Town of Easton, is consistent with the Town’s Comprehensive Plan, and furthers the purpose and intent of Article XV of the Town Zoning Ordinance.

NOW, THEREFORE, the Town of Easton hereby resolves as follows:

Section 1. The recitals set forth above are incorporated herein by reference and made a part of this Resolution;

Section 2. The Mayor is hereby authorized to execute and deliver the DRRA Amendment, a true and correct copy of which (save for executing and dating) is attached to

this Resolution as Exhibit “A”;

Section 3. The Mayor may make any non-substantive changes to the attached documents necessary to effectuate the purpose of this Resolution;

Section 4. The Mayor is hereby authorized to take whatever additional actions are reasonably necessary to effectuate the terms of this Resolution;

Section 5. Any prior execution and delivery of documents related to the DRRA Amendment that are consistent with the purpose of this Resolution, are hereby ratified and approved; and

Section 6. This Resolution shall become effective upon approval by the Mayor after adoption by the Town Council.

Curry	-
Abbatiello	-
Montgomery	-
Davis	-
Gunsallus	-

I hereby certify that the above Resolution was passed by a yea and nay vote of the Council this _____ day of _____, 2024.

Frank Gunsallus, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2024.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____
Megan J. M. Cook, Mayor

EFFECTIVE DATE: _____, 2024

Ordinance No. 820

AN ORDINANCE OF THE TOWN OF EASTON ESTABLISHING THE TOWN BUDGET FOR FISCAL YEAR 2025

Introduced By: _____

SECTION 1. BE IT ENACTED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EASTON, that the budget for the twelve month period from July 1, 2024, as submitted by Mayor, Megan JM Cook is adopted to read as follows:

ESTIMATED REVENUE-GENERAL FUND

TAXES

Property Taxes

Real Property	\$ 13,464,851
Unincorporated Personal	\$ 17,000
Personal Property-Corporation	\$ 837,775
Railroads & Public Utilities	\$ 65,000
Discounts Allowed on Taxes	\$ (87,500)
Penalties and Interest	\$ 40,200

Income Taxes

Income Tax-State Shared	\$ 2,200,000
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Other Local Taxes

Admissions and Amusement	\$ 3,000
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State Shared Taxes

Franchise-Corp. Filing	\$ 750
Highway User	\$ 1,258,860

TOTAL TAXES

\$ 17,799,936

LICENSES & PERMITS

Business License & Permits

Trader's License-State Shared	\$ 70,000
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Other Licenses & Permits

Building Permits	\$ 545,542
Alteration Permits	\$ 262,396
Mechanical Permits	\$ 58,819
Plumbing Permits	\$ 54,188
Electrical Permits	\$ 99,190
Sign Permits	\$ 9,727
Use & Occupancy Permits	\$ 63,179
Sidewalk Café Permits	\$ 100
Rental Housing License	\$ 88,000
Other License and Permits	\$ 556

TOTAL LICENSES & PERMITS

\$ 1,251,697

REVENUE FROM OTHER GOVERNMENTS

Federal Grants	\$	395,000	
State Grants			
Police Protection	\$	250,000	
Conservation and Critical Area	\$	3,500	
Fire, Rescue and Ambulance	\$	14,000	
Other State Grants	\$	30,000	
County Shared Taxes			
Financial Corporations	\$	5,723	
Hotel/Motel Tax	\$	515,000	
Other County Grants	\$	-	
TOTAL REVENUE FROM OTHER GOVERNMENTS			\$ 1,213,223

SERVICE CHARGES

General Government			
Zoning & Subdivision	\$	90,000	
Other General Government Service Charges	\$	25,000	
Public Safety			
Crossing Guard Service	\$	52,200	
Other Police Service	\$	81,210	
Highway & Streets			
Street and Curb Repairs	\$	14,000	
Public Parking Facilities	\$	35,000	
Sanitation & Waste Removal			
Waste Collection & Disposal	\$	2,282,956	
Recycling	\$	618,326	
Other	\$	11,000	
Recreation			
Recreation	\$	-	
Other Recreation	\$	50,000	
Economic Development	\$	-	
TOTAL SERVICE CHARGES			\$ 3,259,692

FINES & FORFEITURES

Parking Fines	\$	35,000	
Municipal Infractions	\$	3,000	
Inspection Violations	\$	17,184	
TOTAL FINES & FORFEITURES			\$ 55,184

MISCELLANEOUS REVENUE

Interest Income	\$	172,363	
Investment Income	\$	-	
Rents & Concessions	\$	5,500	
Contributions and Donations	\$	-	
Payment in Lieu of Tax-EUC	\$	2,446,185	
Sale of Town Property	\$	-	
Miscellaneous	\$	6,000	
TOTAL MISCELLANEOUS REVENUE			\$ 2,630,048

INTERFUND TRANSFER

Transfer In

Law Enforcement Fund	\$ 112,000	
Infrastructure Development Fund	\$ 1,000,300	
Land Enterprise Fund	\$ 259,594	
Airport Industrial Land Fund	\$ 475,405	
TOTAL INTERFUND TRANSFER		\$ 1,847,299

DEBT PROCEEDS

Proceeds from Bond and Loans	\$ -	
TOTAL DEBT PROCEEDS		\$ -

TOTAL GENERAL FUND REVENUE**\$ 28,057,079****ESTIMATED EXPENDITURES-GENERAL FUND****GENERAL GOVERNMENT**

Town Council	\$ 158,679	
Town Clerk	\$ 390,780	
Mayor	\$ 112,601	
Town Manager	\$ 521,438	
Information Technology	\$ 825,235	
Human Resources	\$ 364,940	
Elections	\$ 6,000	
Financial Administration	\$ 1,460,563	
Planning and Zoning	\$ 787,877	
General Services Municipal Building	\$ 456,779	
TOTAL GENERAL GOVERNMENT		\$ 5,084,892

PUBLIC SAFETY

Police	\$ 8,942,664	
Traffic Control	\$ 58,160	
Fire Department	\$ 337,788	
Code Enforcement	\$ 806,657	
Rental Housing Inspection	\$ 211,176	
Town Engineering	\$ 1,240,391	
TOTAL PUBLIC SAFETY		\$ 11,596,836

PUBLIC WORKS

Public Works Administration	\$ 739,401	
Waste Collection	\$ 2,585,484	
Street, Road and Alley Maintenance	\$ 1,558,711	
Street, Road and Alley Construction	\$ 1,423,655	
TOTAL PUBLIC WORKS		\$ 6,307,251

RECREATION

Parks & Recreation Administration	\$ 599,520	
TOTAL RECREATION		\$ 599,520

ECONOMIC DEVELOPMENT

Economic Development	\$ 501,100	
TOTAL ECONOMIC DEVELOPMENT		\$ 501,100

MISCELLANEOUS

Miscellaneous	\$ 30,000	
Liability & Other Insurance	\$ 350,000	
TOTAL MISCELLANEOUS		\$ 380,000

DEBT SERVICE

Principal & Interest	\$ 229,333	
Leases	\$ -	
TOTAL DEBT SERVICE		\$ 229,333

INTERFUND TRANSFERS

Transfer to Debt Service	\$ 1,199,683	
Transfer to Capital	\$ 2,101,395	
Transfer to Land Enterprise	\$ 57,069	
TOTAL INTERFUND TRANSFERS		\$ 3,358,147

**TOTAL GENERAL FUND EXPENDITURES AND
OTHER FINANCING USES****\$ 28,057,079****ESTIMATED REVENUE-CAPITAL FUND****INTERFUND TRANSFERS**

Transfer from Debt Service	\$ -	
Transfer from General Fund	\$ 2,101,395	
Transfer from Impact Fee	\$ -	
TOTAL INTERFUND TRANSFER		\$ 2,101,395

DEBT PROCEEDS

Proceeds from Bond and Loans	\$ -	
TOTAL DEBT PROCEEDS		\$ -

TOTAL CAPITAL FUND REVENUE**\$ 2,101,395****ESTIMATED EXPENDITURES-CAPITAL FUND****GENERAL GOVERNMENT**

Town Council	\$ -	
Town Clerk	\$ 15,000	
Mayor	\$ 25,000	
Town Manager	\$ 10,000	
Information Technology	\$ 135,195	
Human Resources	\$ -	
Financial Administration	\$ -	
Planning and Zoning	\$ -	
General Services Municipal Building	\$ 117,200	
TOTAL GENERAL GOVERNMENT		\$ 302,395

PUBLIC SAFETY

Police	\$	60,600	
Traffic Control	\$	-	
Fire Department	\$	66,500	
Code Enforcement	\$	-	
Rental Housing Inspection	\$	-	
Traffic Engineering	\$	620,000	
TOTAL PUBLIC SAFETY			\$ 747,100

PUBLIC WORKS

Public Works Administration	\$	-	
Sanitation	\$	330,000	
Street, Road and Alley Maintenance	\$	603,500	
Street, Road and Alley Construction	\$	-	
TOTAL PUBLIC WORKS			\$ 933,500

RECREATION

Parks & Recreation	\$	66,000	
TOTAL RECREATION			\$ 66,000

ECONOMIC DEVELOPMENT

Economic Development	\$	52,400	
TOTAL ECONOMIC DEVELOPMENT			\$ 52,400

TOTAL CAPITAL FUND EXPENDITURES**\$ 2,101,395**

SECTION 2. BE IT FURTHER ENACTED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EASTON, that this Ordinance shall take effect as of July 1, 2024.

Ordinance No. 821

AN ORDINANCE TO PROVIDE FOR THE RAISING BY TAXATION THE AMOUNT NECESSARY TO PAY THE ORDINARY EXPENSES OF THE TOWN OF EASTON AND TO PROVIDE FOR THE PAYMENT OF INTEREST ON THE VARIOUS BOND ISSUES AND THE REDUCTION OF CERTAIN BONDS AND NOTES FOR THE PERIOD OF TWELVE MONTHS AND SETTING THE INTEREST AND PENALTY FOR DELINQUENT BILLS, COMMENCING ON JULY 1, 2024 AND ENDING JUNE 30, 2025.

INTRODUCED BY _____

SECTION 1. BE IT ENACTED AND ORDAINED, that a tax of Forty-Seven Cents on the One Hundred Dollars be levied upon the taxable real property of the Town of Easton and a tax of One Dollar Seventeen and One-Half Cents on the One Hundred Dollars be levied on the taxable personal property of the Town of Easton to pay the ordinary running expenses of the Town, as provided for in the Charter of the Town of Easton; and

SECTION 2. BE IT FURTHER ENACTED AND ORDAINED, that a Special Tax of Five Cents on the One Hundred Dollars be levied on the taxable real property of the Town of Easton and a tax of Twelve and One-Half Cents on the One Hundred Dollars be levied on the taxable personal property of the Town of Easton to provide for the redemption of Bonds in the amount of Nine Hundred Twenty-Five Thousand Dollars and the payment of interest on the Public Facilities Bonds of 2015 and 2020, outstanding and unpaid as authorized by Ordinance No. 663 and 754 adopted by the Town of Easton on August 24, 2015 and September 6, 2020; and

SECTION 3. BE IT FURTHER ENACTED AND ORDAINED, that interest is to be charged at the rate of $\frac{2}{3}$ of 1% per month and a penalty is to be charged at the rate of $\frac{5}{6}$ of 1% per month on all delinquent bills. The total interest and penalty will be 1 $\frac{1}{2}$ % per month.

SECTION 4. BE IT FURTHER ENACTED AND ORDAINED, that the Finance Officer is hereby authorized and empowered to collect, and it shall be her duty to collect, Forty-Seven Cents on the One Hundred Dollars of all taxable Real Property in the Town of Easton and One Dollar Seventeen and One-Half Cents on the One Hundred Dollars of all taxable Personal Property for general purposes, and Five Cents on the One Hundred Dollars of all taxable Real Property in the Town of Easton and Twelve and One-Half Cents on the One Hundred Dollars of all taxable Personal Property, as required by the various Acts of the General Assembly of Maryland and by Resolutions and Ordinances of the Town of Easton herein set forth, for the several Special Taxes enumerated in this Ordinance, and the interest and penalty enumerated in this Ordinance; and

SECTION 5. BE IT FURTHER ENACTED AND ORDAINED, that the Finance Officer is hereby authorized and empowered to allow a discount of 1% on Real Estate Taxes paid by July 31, 2024 or .5% on real estate taxes paid by August 31, 2024; and

SECTION 6. BE IT FURTHER ENACTED AND ORDAINED, that this Ordinance shall take effect as of July 1, 2024.

Ordinance No. 824

AN ORDINANCE OF THE TOWN OF EASTON TO CARRY FORWARD CERTAIN CAPITAL FUND EXPENDITURES INTO FISCAL YEAR 2025

Introduced By: _____

WHEREAS, Certain budgeted capital expenditures in the current fiscal year will not be accomplished prior to the fiscal year end; and

WHEREAS, The Town of Easton wishes to carry forward the unspent balance for those specific projects into the fiscal year 2025.

NOW THEREFORE, Be it resolved by the Town Council of the Town of Easton that the Mayor is hereby authorized to carry forward the following capital fund expenditures into Fiscal Year 2025:

SECTION 1. The following specific projects shall be carried forward from Fiscal Year 2019, 2020, 2021, 2022, 2023 and 2024 into the same capital funds for Fiscal Year 2025.

FY24-03 Fund 390-1070-510.60-64	Cameras Parking Lots	\$ 30,000
FY19-06 Fund 390-1200-510-60-63	Accounting Software (750,000 less 235,595)	\$514,405
FY20-04 Fund 390-1400-510-60-62	Visitor Center Renovation (159,500 less 65,121)	\$ 94,379
FY23-12 Fund 390-1400-510.60-62	Rail Road Station – Roof Replacement	\$ 40,000
FY23-13 Fund 390-1400-510.60-62	Town Hall Door Replacement	\$ 25,000
FY24-05 Fund 390-1400-514.60-62	ADA Alley/North Wall Town Hall	\$ 30,000
FY19-36 Fund 390-2110-521-60-62	Training Facility (70,000 less 43,015)	\$ 26,985
FY19-38 Fund 390-2310-523-60-62	Harrison Steet (508,200 less 425,598)	\$ 54,402
FY21-19 Fund 390-2310-523-60-62	Stormdrain Improvement (262,292 less 208,282)	\$ 54,010
FY21-22 Fund 390-2310-523.60-63	Parking Lot 2 Reconstruction (92,000 less 3,370)	\$ 88,630
FY22-22 Fund 390-2310-523.60-63	Storm Drain Washington to Papermill	\$160,000
FY22-23 Fund 390-2310-523.60-63	Port Street Infrastructure (2,241,169 less 1,328,388)	\$912,781
FY23-33 Fund 390-2310-523.60-63	Norris Talyor Drive	\$
FY23-34 Fund 390-2310-523.60-63	Rails to Trails Conduit	\$ 60,000
FY23-52 Fund 390-2310-523.60-63	Hatcher Field Renovation	\$ 25,000
FY24-15 Fund 390-2310-523.60-63	Paving Annual Mill and Overlay (475,000 less 17,245)	\$457,755
FY23-61 Fund 390-4010-540.60-63	Easton Point Boat Ramp Design (65,000 less 28,630)	\$ 36,370
FY23-63 Fund 390-4010-540.60-62	Easton Woodland Park Parking (130,000 less 116,866)	\$ 13,134
FY23-68 Fund 390-4010-540.60-63	Easton Point Park (65,000 less 21,202)	\$ 43,798
FY23-69 Fund 390-4010-540.60-63	East Side Rails to Trails Project (300,000 less 225,195)	\$ 74,805
FY23-70 Fund 390-4010-540.60-63	North Easton Sport Complex (75,000 less 14,248)	\$ 60,752
FY23-72 Fund 390-4010-540.60-63	Matthewstown Run Park (240,000 less 137,781)	\$102,219
FY23-75 Fund 390-4010-540-60-62	Indoor Sports Complex (115,000 less 94,659)	\$ 20,341
FY24-21 Fund 390-4010-540.60-63	Trail Maintenance	\$ 56,500
FY23-57 Fund 390-6000-560.60-62	Welcome Center – Roof Replacement	\$ 30,000
FY23-58 Fund 390-6000-560.60-62	Welcome Center – HVAC Replacement	\$ 18,000
ARP008 Fund 390-2310-523.60-63	Street and Sidewalk Improvements	\$341,963
ARP009 Fund 390-2310-523.60-63	Traffic Signal Conversion and Upgrade (375,000 less 19,625)	\$355,375
ARP011 Fund 390-2310-523.60-63	Stormwater, North Harrison St. (1,071,652 less 111,995)	\$959,657
ARP012 Fund 390-2310-523.60-63	Stormwater, N. Higgins St. (2,420,993 less 283,319)	\$2,137,674
ARP015 Fund 390-2310-523.60-63	Stream Restoration, Glenwood Avenue	\$198,880
ARP017 Fund 390-2310-523.60-63	Stream Restoration, West Glenwood	\$161,264
ARP209 Fund 390-2310-523.60-63	Traffic Signal Conversion and Upgrade	\$950,000
ARP318 Fund 390-2010-520.60-64	Police Vehicles and Equipment (537,359+568,885-700,082)	\$406,162
ARP323 Fund 390-2310-523.60-63	Port Street Infrastructure	\$225,000
		<u>\$8,765,241</u>

SECTION 2. This Ordinance shall become effective July 1 2024.

RESOLUTION NO: 6188

A RESOLUTION OF THE TOWN OF EASTON
REVISING THE TOWNS
LICENSE, APPLICATION, PERMITS, INSPECTION, CERTIFICATE AND OTHER FEES

Introduced By: _____

WHEREAS, by Resolution 6165 and 6171 the Town Council established a schedule for license, permit, inspection and review fees; and

WHEREAS, the Town Council wishes to repeal Resolution 6165 and 6171 and revise the schedule for licenses, applications, permits, inspections, certificates and other fees; and

NOW THEREFORE, the Town of Easton hereby resolves as follows:

Section 1. The following fee schedule is hereby adopted.

TOWN OF EASTON – SCHEDULE OF FEES	
BUSINESS LICENSES	
The following enumerated license fees shall be paid to the Town by the person subject to the licensing provisions of this Code. Such license fee shall be paid annually unless otherwise specified herein.	
(a) Amusement Devices	\$10.00 per day (Including but not limited to carousels, merry-go-rounds, flying horses and gravity railroads)
(b) Billiards and Pool Parlors	
(i) First Table	\$5.00
(ii) Each Additional Table	\$2.50
(c) Bowling Alleys	
(i) One Alley	\$10.00
(ii) Two or More Alleys	\$20.00
(iii) One Box Ball Alley	\$5.00
(iv) Each Additional Box Ball Alley	\$2.50
(d) Circuses and Menagerie Show	\$75.00 per day
(e) Peddlers	
(i) Per Year	\$500.00 per person
(ii) Daily	\$100.00 per person
(f) Private Skating Rinks	
(i) Per Year	\$25.00
(ii) For Periods less than a Year	\$5.00 per month or fraction of a month
(g) Traveling Shows, Athletic Exhibitions, Concert Performances, Dramatic Performances, Motion Pictures and Vaudeville Shows	
(i) Non-Resident Performers	\$25.00 per performance
(ii) Performance is under management of regularly operating theater in Town or primarily for the benefit of and under the auspices of some local organization, business or charity	No Fee
(h) Transient Business	
(i) First two (2) Days	\$500.00 each day
(ii) Each Additional Day	\$150.00
OTHER LICENSES AND PERMITS	
(a) Cat and Dog Licenses	As prescribed by Talbot County
(b) Parking Permit	
(i.) Residential	No Charge
(ii.) Residential Additional Visitor	\$1.00
(c) Off Street Parking Permit	
(i) January – December	\$175.00
(ii) Replacement	\$15.00
(d) Blue Parking Permit	
(i) January – December	\$300.00
(e) Hourly Parking Meter Rate	\$0.25 in Lots 3, 4 and 6 and \$0.50 in Lots 1, 2 and 5
(f) Smart Parking Application, Minimum Charge	\$10.00
(g) Parking Fines	
(i.) Expired Meter or Exceeding Posted Time Limit	
First Violation	\$25.00
Second Violation within one calandar year	\$50.00
Third or Subsequent Violation within one calandar year	\$100.00
(ii.) Vehicle Backed into Meter/Pole	\$25.00
(iii) Parking Outside Designated Space	\$25.00
(iv) Other Violation (Resolution 6060)	\$25.00
(v) Fire Lane	\$50.00
(vi) Handicapped Parking	\$75.00
(vii) Fire Hydrant	\$50.00
(viii) Yellow Curb	\$50.00
(ix) Blocking/Obstructing Driveway	\$50.00
(x) Other Violation (Parking in Crosswalk,ect - Resolution 6060)	\$50.00
(h) Sidewalk Cafes Permit	
(i) First time permit fee	\$75.00
(ii) Renewal fee	\$25.00

ZONING AND SUBDIVISION FEES

Note items with an * and see information following the Schedule of Fees

(a) Annexation*	\$15,000.00
(b) Zoning Map or Text Amendment*	\$5,000.00
(c) Subdivision*	
(i) Subdivisions Minor Review	\$400.00 Base fee plus \$200.00 per lot
(ii) Subdivision Major Review	\$600.00 Base fee plus \$400.00 per lot
(iii) Lot Line Revision	\$500.00
(d) Growth Allocation Review*	\$5,000.00
PLAN REVIEWS	
(a) Site Plan Review (5,000 Square Feet or greater GFA or addition of 10% or greater GFA)	\$2,700.00
(b) Planned Unit Development (PUD) - General Planned Healthcare (HC)*	or \$8,000.00
(i) Material Review	\$5,000.00
(ii) Non-Material Review	\$3,000.00
(c) PUD - Infill and Redevelopment	\$5,000.00
(i) Material Review	\$4,000.00
(ii) Non-Material Review	\$2,000.00
(d) MXW Zoning District Site Plan Review*	\$8,000.00
(e) Planned Redevelopment (PR) Review*	\$500.00 plus additional review fees as determined
(f) Forest Conservation Plan Review	
(i) Less than five (5) acre site	\$500.00
(ii) Greater than five (5) acre site	\$800.00
(iii) Fee-in-lieu	\$0.305 per square foot
(g) Critical Area Plan Review	
(i) Buffer Management Plan	\$150.00
(ii) Critical Area Vegetation Removal	\$100.00
⊕ (iii) Buffer Mitigation Fee-in-Lieu	\$1.50 per square foot
(iv) Outside the Buffer Fee-in-Lieu	\$0.30 per square foot
(h) Impact Fees	
(i) Residential Single Family	\$3,809.00 \$4,120.00
(ii) Multi Family	\$2,870.00 per unit \$3,070.00
(iii) Retail - Commercial	\$2.36 per square foot \$2.48 per square foot
(iv) Office	\$1.41 per square foot \$1.49 per square foot
(v) Warehousing	\$0.42 per square foot
(vi) Industrial	\$0.62 per square foot \$0.68 per square foot
(vii) Institutional	\$1.49 per square foot \$1.57 per square foot
(viii) Medical	\$2.00 per square foot \$2.33 per square foot
(ix) Hotel	\$0.86 per square foot \$0.97 per square foot
MIXED-USE WATERFRONT DISTRICT	
(a) Bonus Provisions - Development Incentives	
(i) Residential	\$9.50 per square foot
(ii) Commercial or Mixed Use	\$7.60 per square foot
ADDITIONAL REVIEWS AND INSPECTIONS	
(a) Commercial As-Built Review and Inspection	\$300.00
(b) Critical Area Review and Inspection	\$125.00
(c) Pier or Shoreline Erosion Control Review and Inspection	\$150.00
(d) Traffic Impact Study Review*	\$500.00
(e) Signs	
(e) Tree Removal	\$75.00
(f) Waiver Request	\$50.00
(g) Family Day Care Review	\$100.00 (without Board of Appeals hearing)
(h) Zoning Verification, Temporary Use or Special Event	\$50.00
(i) Enterprise Zone	\$500.00
HISTORIC DISTRICT COMMISSION	
(a) Residential Applications	\$75.00
(b) Commercial Applications	\$200.00
(c) Commercial Sign Applications	\$75.00
(d) Consent Docket and Staff Approval Application	\$25.00
BOARD OF APPEALS FEES	
(a) Variances	\$250.00
(b) Special Exceptions	\$700.00
(c) Appeals	\$550.00 Refundable if appeal is successful
(d) Sign Replacement Fee (Non-Returned Signs)	\$40.00
PLANNING COMMISSION FEES	
(a) Concept, Use and Design Review	\$250.00
PUBLIC SAFETY LICENSES, PERMITS AND FEES	
(a) Bicycles, Permit-License	\$1.00 (Permanent)
(b) Public Assemblies Permit	\$100.00 (per each open air public meeting, rally, conference, assembly or similar gathering)
(c) Standard Billing Rate per Officer	\$65.00 per hour
(d) Standard Billing Rate per Meter Enforcement Officer	\$40.00 per hour
(e) Standard Billing Rate per Crossing Guard	\$35.00 per hour
(f) Standard Billing Rate	\$50.00 per hour per employee

ENGINEERING AND PUBLIC WORKS FEES	
(a) Curb Cuts	\$40.00 per linear foot \$50.00 per linear foot
(b) Concrete Sidewalks	\$20.00 per square foot \$11.00 per square foot
(c) Driveway Apron Residential	\$20.00 per square foot \$15.00 per square foot
(d) Driveway Apron Commercial	\$20.00 per square foot \$18.00 per square foot
(e) Valley Gutter	\$55.00 per linear foot \$65.00 per linear foot
(f) Pervious Paver Sidewalk	\$30.00 per square foot
(g) Brick Sidewalk	\$30.00 per square foot \$16.00 per square foot
(h) Street Patching (Asphalt)	\$24.00 per square foot \$15.00 per square foot
(i) Standard Billing Rate	\$50.00 per hour per employee
(j) Municipal Solid Waste Disposal	
(i.) Single Family Residence	\$205.00 \$240.00 per year
(ii.) Multi- Family	\$185.00 \$215.00 per unit per year
(iii.) Commercial	\$1,700.00 \$2,000.00 per existing 2 CY dumpster per
(k) Municipal Recycling	
(i.) Single Family Residence	\$70.00 \$80.00 per unit per year
(ii.) Multi- Family	\$65.00 \$75.00 per unit per year
(iii.) Commercial	\$235.00 \$265.00 per existing unit per year
GRADING PERMITS	
Grading Permit fees are waived when a Building Permit is approved for the same project	
(a) Less than 5,000 sq. ft.	\$200.00
(b) 5,000 sq. ft. to 20,000 sq. ft.	\$250.00
(c) Over 20,000 sq. ft.	\$350.00
RIGHT OF WAY ACCESS (ROW) APPLICATIONS	
Right of Way Access Applications are minimum fees, higher applications fees may apply, if quantifiable costs exceed the minimum fee Town Legal Fees will be an additional expense to the Applicant when legal documents are required ROW Application Fees are waived when a Building Permit or Grading Permit is approved for the same project	
(a) Application Fee for Residential (Residential)	\$50.00
(b) Application Fee (Non-Residential or Up to 5 Devices)- (Commercial/Industrial)	\$500.00
(c) Application Fee (Each Device over 5) (Each Pole Mounted Device)	\$100.00 \$500.00
(d) Application Fee (Each New or Replacement Pole)	\$1,000.00
(e) Annual Fee per Pole Mounted Device	\$270.00
STORMWATER MANAGEMENT PLAN REVIEW	
(a) For projects up to one (1) acre	\$1,250.00
(b) For project over one (1) acre	\$3,000.00
ADDITIONAL REVIEWS AND INSPECTIONS	
(a) Commercial As-Built Review and Inspection	\$300.00
PARKS AND RECREATION FEES	
NORTH EASTON SPORT COMPLEX	
Nonrefundable, per field, per hour	
(a) Daytime use, without lights	
(i.) Easton (Municipal) Based Business in Good Standing	\$0.00
(ii.) Non-Easton (Municipal) Based Business in Good Standing	\$35.00
(b) Evening use, with lights	
(i.) Easton (Municipal) Based Business in Good Standing	\$0.00
(ii.) Non-Easton (Municipal) Based Business in Good Standing	\$60.00
CODE ENFORCEMENT & BUILDING INSPECTION LICENSES	
RENTAL HOUSING	
(a) Rental Housing License	\$25.00 per unit per year
BUILDING INSPECTION APPLICATIONS AND PERMITS	
APPLICATION REVIEW	
(a) Residential	\$125.00
(b) Commercial	\$225.00
(c) Residential Revision	\$60.00
(d) Commercial Revision	\$120.00
(e) Temporary Structures	\$50.00
BUILDING PERMITS**	
Building Permit fees are waived when less than the Application Review fee.	
Each Building Permit issued is inclusive of one non-refundable re-inspection.	
See endnote ** regarding fee waiver for affordable housing under certain circumstances.	
(a) New Construction and Additions	The Permit Fee is determined using the “Building Gross Area”, multiplied by the “Square Foot Construction Costs” (as published in the Building Safety Journal by the International Code Council, which is updated at six-month intervals), multiplied by a “Permit Fee Multiplier” of .0085
(b) Existing Buildings	
(i.) Repairs	20% of the Permit Fee for New Construction
(ii.) Alteration Level 1	40% of the Permit Fee for New Construction
(iii.) Alteration Level 1 – Reroofing	15% of the Permit Fee for New Construction (\$2,500
(iv.) Alteration Level 1 – Residential Reroofing	\$200.00 (\$125.00 + \$75.00 Certificate of Completion)
(v) Alteration Level 2	60% of the Permit Fee for New Construction
(vi.) Alteration Level 3	80% of the Permit Fee for New Construction
(vii.) Change of Occupancy	80% of the Permit Fee for New Construction
(viii.) Historic Buildings	80% of the Permit Fee for New Construction
(ix) Relocated or Moved Buildings	60% of the Permit Fee for New Construction
(c) Temporary Structures	50% of the Application and Permit Fees
(d) Temporary Structures w/Building Permit	No Fee

MECHANICAL, PLUMBING/FUEL GAS AND ELECTRICAL TRADE PERMITS	
Each Trade Permit issued is per contractor and is inclusive of one non-refundable re-inspection.	
Commercial Trade Permit Fees are determined using the “Building Gross Area for New Construction and Additions and the Work Area for Existing Buildings and Site Systems”, multiplied by the “Square Foot Construction Costs” (as published in the Building Safety Journal by the International Code Council, which is updated at six-month intervals), multiplied by a “Permit Fee Multiplier” as indicated below;	
MECHANICAL PERMITS	
(a) Residential Mechanical Systems	\$125.00 per dwelling
(b) Residential Mechanical Systems	\$85.00 per dwelling (trade project only without building permits)
(c) Commercial Mechanical Systems	(\$125.00 minimum)
(i) New Construction and Additions	“Permit fee Multiplier” of .0010
(ii) Existing Buildings	“Permit fee Multiplier” of .0012
(iii) Temporary Structures	“Permit fee Multiplier” of .0008
(iv) Site Systems	“Permit fee Multiplier” of .0002
PLUMBING/FUEL GAS PERMITS	
(a) Residential Plumbing Systems	\$75.00 per dwelling
(b) Residential Fuel Gas Systems	\$75.00 per dwelling
(c) Residential Fuel Gas Systems	\$75.00 per dwelling (trade project only without building permits)
(d) Commercial Plumbing or Fuel Gas Systems	(\$125.00 minimum)
(i) New Construction and Additions	“Permit fee Multiplier” of .0010
(ii) Existing Buildings	“Permit fee Multiplier” of .0012
(iii) Temporary Structures	“Permit fee Multiplier” of .0008
(iv) Site Systems	“Permit fee Multiplier” of .0002
ELECTRICAL PERMITS	
(a) Residential Electrical Systems	\$125.00 per dwelling
(b) Residential Electrical Systems	\$75.00 per dwelling (trade project only without building permits)
(c) Residential Signaling Systems	\$75.00 per dwelling
(d) Swimming Pool, Spas & Hot Tub Electrical	\$95.00 each
(e) Commercial Electrical Systems	(\$125.00 minimum)
(i) New Construction and Additions	“Permit fee Multiplier” of .0010
(ii) Existing Buildings	“Permit fee Multiplier” of .0012
(iii) Temporary Structures	“Permit fee Multiplier” of .0008
(iv) Site Systems	“Permit fee Multiplier” of .0002
(v) Signaling Systems	“Permit fee Multiplier” of .0003
ADDITIONAL PERMITS	
(a) Decks	\$75.00 per permit
(b) Demolition	\$200.00 plus \$2,500.00 bond or letter of credit
(c) Fences	\$75.00 per permit
(d) Signs	\$150.00 per sign
(e) Swimming Pool, Spa and Hot Tub	\$180.00 per permit
CODE ENFORCEMENT, BUILDING INSPECTION & ZONING INSPECTIONS AND CERTIFICATES	
INSPECTIONS	
Each Rental Unit Inspection is inclusive of one non-refundable re-inspection.	
(a) Added Inspection	\$150.00
(b) Property Maintenance Inspection	\$80.00
(c) Rental Unit Inspection	\$100.00 per unit
(d) Re-Inspections	
(i) Residential Building Permits	\$150.00
(ii) Commercial Building Permits	\$250.00
(iii) Residential Mechanical, Plumbing, Fuel Gas, Electrical, Grading and Additional Permits	\$75.00
(iv) Commercial Mechanical, Plumbing, Fuel Gas, Electrical, Grading and Additional Permits	\$125.00
(iv) Rental Unit	\$35.00 per unit
(e) Inspection Violations	
(i) Certificate Violation	\$500.00
(ii) Permit Violation	\$500.00
(iii) Stop Work Order Violation	\$500.00
(iv) Life Safety Violation	\$250.00
CERTIFICATES	
(a) Use and Occupancy	\$125.00
(b) Use and Occupancy – Update	\$25.00
(c) Completion	\$75.00
(d) Furniture, Fixture, Equipment (Stocking)	\$150.00
(e) Temporary Use	\$250.00
(f) Temporary Structures	\$50.00
(g) Temporary Structure Renewal	\$25.00
MARYLAND PERMIT FEES	
(a) Home Builder Guaranty Fund	\$50.00

OTHER FEES	
(a) Dishonored of NSF Check Charge	\$25.00 per check
(i) By Mortgage Company	\$25.00 per each property tax id account impacted
(b) Copy Charge	\$0.50 per page if paper, \$25.00 if provided on USB thumb drive or equivalent
(c) Large Format Copy Charge	\$0.75 per square foot
(d) Audio Tape Duplication Fee	\$20.00 per tape or CD (if digital format)
(e) Easton Utilities Charges	See Easton Utilities Tariffs
(f) Written Report for Real Property Taxes	\$5.00 per Property ID Number
(g) Digital Record for Real Property Taxes	
(i) 0 to 50 Accounts	\$25.00
(ii) 51 to 250 Accounts	\$100.00
(iii) Over 251 Accounts	\$200.00
(h) Convenience Charge	
(i) Credit Card	2.50%
(ii) Debit Card	\$3.95
(iii) Electronic Check	\$3.00
(i) Fire Department Room Rental	See Resolution No. 5680 for Terms and Conditions
(i) Less than Four (4) Hours	\$400.00
(ii) Four (4) to Six (6) Hours	\$450.00
(iii) Six (6) to Eight (8) Hours	\$500.00
(iv) Over Eight (8) Hours	\$600.00
(v) Custodian Charge	\$25.00 per hour

*The fees designated with asterisks represent the minimum fees. The Applicant shall reimburse the Town for the reasonable costs incurred by the Town from third parties (including Easton Utilities) who invoice the Town for their services rendered to the Town. All billing rates, fees, and out-of-pocket costs of all such third party costs shall be billed at their rates otherwise charged to the Town or as otherwise agreed upon by the Town and the entity providing the service. Third party costs include, but are not limited to, legal fees, engineering fees, consulting fees, inspection fees, court reporting fees, advertisement costs for publishing and posting of public notices, etc. In addition to the fees and expenses from third parties, the Applicant shall reimburse the Town for the reasonable time spent by Town employees relating to the consideration, analysis and/or evaluation of the issues relating to, and/or the processing of, the application on behalf of the Town. Town employees will log their time spent on the application, and the Applicant shall reimburse the Town for this time at the rate of seventy-five dollars (\$75.00) per hour or portion thereof. The minimum base fee collected will be applied to all outstanding bills and the Applicant will be billed for all fees, costs, and expenses in excess of the minimum base fee. No final action will be taken on any application with an outstanding balance. At any time during the processing of an application that the Applicant is more than thirty (30) days in arrears, all action on the application will cease until the Town’s costs are reimbursed in full.

****Waiver of Building Permit fees for certain affordable housing units.** The Town will waive payment of Building Permit fees under the following circumstances:

1. The applicant is a tax exempt “charitable organization” under Internal Revenue Service Code Section 501©(3). The applicant shall provide a copy of the IRS’s determination letter that it is a charitable organization and shall certify in writing that the determination of charitable status
2. The property will be initially offered to sale only to persons meeting the eligibility standards for participation in the Town of Easton’s Affordable Housing Program as those standards are determined from time to time by the Easton Affordable Housing Board; and
3. The property will be sold subject to a covenant that it will be owner-occupied

The Town may request further documentation from the applicant as to any of these matters and before waiving the building permit fee.

Section 2. The list of fees set forth herein is not all-inclusive. There may be other fees which are in addition to the fees set forth above and which are included in other ordinances and resolutions of the Town.

Section 3. Resolution Number 6165 and 6171 are hereby repealed.

Section 4. This resolution shall become effective when approved by the Mayor.

TOWN OF EASTON
CHECK REGISTER BY FUND

Prepared: 05/30/2024, 8:37:39
Program: GM179L

Selection Criteria:

From Date . . . : 05/01/2024
To Date . . . : 05/30/2024
or
From Period . . . :
To Period . . . :
Bank Code . . . : 00
Page Break by Fund: Y
Include Vendor No.: Y
Print Recap Only .: N

CHECK DATE	CHECK NUMBER	CHECK VENDOR	CHECK NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/01/2024	83489	2314	BOOMERSHINE CONSULTING	041224	OPEB SERVICES	001-7030-570.30-45		10/2024 Total	1,371.00 1,371.00
05/01/2024	83490	59	BRAMBLE INC, DAVID A	32546 32555	ASPHALT PATCH ASPHALT PATCH	001-3040-530.30-52 001-3040-530.30-52		10/2024 10/2024 Total	256.31 1,301.53 1,557.84
05/01/2024	83491	2836	CARIO, KODY	041624	REIMB/REFERENCE DOCUMENTS	001-2310-523.30-33		10/2024 Total	161.12 161.12
05/01/2024	83492	3079	CARROLL INDEPENDENT FUE	111411-899339 111411-899339 111411-899339 111411-899339 111411-899339 111411-899339 111411-899339 111411-899339 111411-899339 111411-899339 111411-899339	3/16-31/24 FUEL PURCHASES 3/16-31/24 FUEL PURCHASES 3/16-31/24 FUEL PURCHASES 3/16-31/24 FUEL PURCHASES 3/16-31/24 FUEL PURCHASES 3/16-31/24 FUEL PURCHASES 3/16-31/24 FUEL PURCHASES 3/16-31/24 FUEL PURCHASES 3/16-31/24 FUEL PURCHASES 3/16-31/24 FUEL PURCHASES 3/16-31/24 FUEL PURCHASES	001-1065-510.30-55 001-1400-514.30-55 001-2010-520.30-55 001-2020-520.30-55 001-2040-520.30-55 001-2210-522.30-55 001-2220-522.30-55 001-2310-523.30-55 001-3025-530.30-55 001-3040-530.30-55 001-3045-530.30-55 001-4010-540.30-55		10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 Total	71.84 106.77 49.75 3,776.59 379.02 195.84 72.65 327.22 2,910.75 3,382.78 541.87 394.54 12,209.62
05/01/2024	83494	3260	CORELOGIC CENTRALIZED R	042624	TAX REFUNDS	001-0000-311.10-00		10/2024 Total	3,226.79 3,226.79
05/01/2024	83495	3251	CRAFCO INC	9403155100		001-3040-530.30-52		10/2024 Total	4,942.77 4,942.77
05/01/2024	83496	2550	DAVEY TREE EXPERT COMPA	918404033	TREATMENT FOR TREE	001-3040-530.30-34		10/2024 Total	336.00 336.00
05/01/2024	83497	141	DOYLE, BRIAN C	042924	RETIREMENT	001-2010-520.30-58		10/2024 Total	750.00 750.00
05/01/2024	83498	3284	DUENAS, MICHAEL	041924	REIMB/CDL LICENSE	001-3040-530.30-49		10/2024 Total	90.00 90.00
05/01/2024	83499	170	EASTON UTILITIES	041624 041624 041624 041624 041624		001-2010-520.30-43 001-2310-523.30-43 001-3010-530.30-43 001-4010-540.30-43 001-6000-560.30-43		10/2024 10/2024 10/2024 10/2024 10/2024 Total	136.02 239.51 1,640.00 314.35 499.46 2,829.34
05/01/2024	83500	2051	FREEMIRE & ASSOCIATES I	2401234-IN	REPLACEMENT GRINDER PUMPS	001-4010-540.30-46		10/2024 Total	8,705.10 8,705.10
05/01/2024	83501	3121	GRIFFITH ENERGY SVCS IN	523626	DIESEL FUEL	001-2110-521.30-55		10/2024 Total	789.21 789.21
05/01/2024	83502	3002	HARDY, KYLE M	042324	REIMB MEALS-TRAINING, MISC	001-2040-520.30-33		10/2024	348.80

CHECK DATE	CHECK NUMBER	CHECK VENDOR	CHECK NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT

05/01/2024	83503	2571	HILYARD'S BUSINESS SOLU	INV289221	COPIER MAINT	001-2220-522.30-46		Total	348.80
				INV289221	COPIER MAINT	001-4010-540.30-46		10/2024	132.41
								10/2024	132.41
								Total	264.82
05/01/2024	83504	1215	J J KELLER & ASSOCIATES	9108960267	OTHER	001-3040-530.30-52		10/2024	554.55
								Total	554.55
05/01/2024	83506	1786	LOCAL GOVT INSURANCE TR	123882	INSURANCE - PROPERTY	001-7030-570.30-45		10/2024	27.00
								Total	27.00
05/01/2024	83507	3327	MARYLAND DEPT OF BUDGET	042624	APRIL 2024 HEALTH INS	001-1010-510.10-23		10/2024	6,776.60
				042624	APRIL 2024 HEALTH INS	001-1050-510.10-23		10/2024	3,497.95
				042624	APRIL 2024 HEALTH INS	001-1060-510.10-23		10/2024	2,361.62
				042624	APRIL 2024 HEALTH INS	001-1065-510.10-23		10/2024	4,624.03
				042624	APRIL 2024 HEALTH INS	001-1070-510.10-23		10/2024	4,143.89
				042624	APRIL 2024 HEALTH INS	001-1075-510.10-23		10/2024	3,396.71
				042624	APRIL 2024 HEALTH INS	001-1200-512.10-23		10/2024	8,671.72
				042624	APRIL 2024 HEALTH INS	001-1310-513.10-23		10/2024	4,252.31
				042624	APRIL 2024 HEALTH INS	001-1400-514.10-23		10/2024	4,100.08
				042624	APRIL 2024 HEALTH INS	001-2010-520.10-23		10/2024	17,851.38
				042624	APRIL 2024 HEALTH INS	001-2020-520.10-23		10/2024	33,561.09
				042624	APRIL 2024 HEALTH INS	001-2040-520.10-23		10/2024	8,951.57
				042624	APRIL 2024 HEALTH INS	001-2210-522.10-23		10/2024	8,756.92
				042624	APRIL 2024 HEALTH INS	001-2220-522.10-23		10/2024	3,357.59
				042624	APRIL 2024 HEALTH INS	001-2310-523.10-23		10/2024	14,158.12
				042624	APRIL 2024 HEALTH INS	001-3025-530.10-23		10/2024	15,538.80
				042624	APRIL 2024 HEALTH INS	001-3040-530.10-23		10/2024	14,096.60
				042624	APRIL 2024 HEALTH INS	001-3045-530.10-23		10/2024	13,798.30
				042624	APRIL 2024 HEALTH INS	001-4010-540.10-23		10/2024	5,155.82
				042624	APRIL 2024 HEALTH INS	001-7020-570.10-23		10/2024	240,468.18
								Total	417,519.28
05/01/2024	83508	322	MARYLAND ENVIRONMENTAL	336240	4/1-15/24 WASTE SVCS	001-3025-530.30-34		10/2024	34,259.89
				615973	4/1-15/24 WASTE SVCS	001-3025-530.30-34		10/2024	1,034.86
								Total	35,294.75
05/01/2024	83509	2781	MARYLAND TRANSPORTATION	B1531134629731	TOLL	001-3025-530.30-49		10/2024	6.00
								Total	6.00
05/01/2024	83510	1276	ORELLANA, MILTON	041924	REIMB/MEALS-TRAINING	001-2040-520.30-40		10/2024	50.98
								Total	50.98
05/01/2024	83511	2968	PRECISION MOBILE SERVIC	3583	MISC MATERIALS	001-3040-530.30-46		10/2024	129.36
								Total	129.36
05/01/2024	83512	3190	S&B LANDSCAPING LLC	INV0089	GRASS CUTTING SVCS	001-2220-522.30-34		10/2024	50.00
				INV0090	GRASS CUTTING SVCS	001-2220-522.30-34		10/2024	60.00
				INV0091	GRASS CUTTING SVCS	001-2220-522.30-34		10/2024	40.00
				INV0092	GRASS CUTTING SVCS	001-2220-522.30-34		10/2024	60.00
								Total	210.00

CHECK DATE	CHECK NUMBER	CHECK VENDOR	CHECK NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/01/2024	83513	3326	STEVENS, DREQUAN	042324	REIMB/CDL LICENSE	001-3025-530.30-49		10/2024 Total	90.00 90.00
05/01/2024	83514	9999999	TAKANO GLEN K	000108066	TAX REFUNDS	001-0000-201.00-00		10/2024 Total	971.12 971.12
05/01/2024	83515	3292	THE IVY CAFE	041824	P & Z 4/17/24 LUNCH EVENT	001-1310-513.30-39		10/2024 Total	156.00 156.00
05/01/2024	83516	506	UNEMPLOYMENT TAX SERVI	14598	4/1-6/30/24 SERVICES	001-1065-510.30-49		10/2024 Total	160.00 160.00
05/01/2024	83517	2251	VERIZON	041324		001-1010-510.30-41		10/2024	5.66
				041324		001-1050-510.30-41		10/2024	13.74
				041324		001-1060-510.30-41		10/2024	11.60
				041324		001-1065-510.30-41		10/2024	24.48
				041324		001-1200-512.30-41		10/2024	33.07
				041324		001-1310-513.30-41		10/2024	24.48
				041324		001-2210-522.30-41		10/2024	33.07
				041324		001-2220-522.30-41		10/2024	24.48
				041324		001-2310-523.30-41		10/2024	33.07
				041324		001-3010-530.30-41		10/2024	214.72
				041324		001-4010-540.30-41		10/2024	11.11
				041324A		001-2110-521.30-41		10/2024 Total	1,002.17 1,431.65
05/01/2024	83518	714	VERIZON WIRELESS	9961898915		001-1070-510.30-41		10/2024	94.95
				9962078088		001-1010-510.30-41		10/2024	169.52
				9962078088		001-1050-510.30-41		10/2024	197.36
				9962078088		001-1060-510.30-41		10/2024	42.38
				9962078088		001-1065-510.30-41		10/2024	42.38
				9962078088		001-1070-510.30-41		10/2024	224.55
				9962078088		001-1075-510.30-41		10/2024	42.38
				9962078088		001-1310-513.30-41		10/2024	42.38
				9962078088		001-1400-514.30-41		10/2024	64.66
				9962078088		001-2210-522.30-41		10/2024	84.71
				9962078088		001-2220-522.30-41		10/2024	42.38
				9962078088		001-2310-523.30-41		10/2024	214.43
				9962078088		001-3010-530.30-41		10/2024	691.00
				9962078088		001-4010-540.30-41		10/2024 Total	169.47 2,122.55
05/01/2024	83519	515	WALMART	00595		001-2010-520.30-52		10/2024 Total	36.72 36.72
05/08/2024	83520	2689	AMAZON CAPITAL SERVICES	1NCN-4F66-LWP1	OTHER	001-2020-520.30-56		10/2024	123.77
				1NWJ-V41C-VK4Q	OTHER	001-2310-523.30-35		10/2024	39.52
				1V6P-TGHX-GYHY	OTHER	001-1070-510.30-52		10/2024 Total	25.98 189.27
05/08/2024	83522	2806	BACKTOWN AUTOMOTIVE/ACC	2646	MISCELLANEOUS PRODUCTS	001-3025-530.30-46		10/2024 Total	3,682.37 3,682.37

CHECK DATE	CHECK NUMBER	CHECK VENDOR	CHECK NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/08/2024	83523	2060	BESTCO UA	040124 050124	APRIL 2024 MAY 2024	001-0000-121.01-00 001-0000-121.01-00		11/2024 11/2024 Total	12,718.22 14,900.77 27,618.99
05/08/2024	83524	2247	BOW WOW WASTE	704534	OTHER	001-4010-540.30-52		10/2024 Total	1,165.78 1,165.78
05/08/2024	83525	59	BRAMBLE INC, DAVID A	32581	ASPHALT	001-3040-530.30-52		10/2024 Total	930.15 930.15
05/08/2024	83526	2921	CANON FINANCIAL SERVICE	32445712	COPIER MAINT	001-2010-520.30-48		10/2024 Total	137.08 137.08
05/08/2024	83527	3079	CARROLL INDEPENDENT FUE	111631-910328 111631-910328 111631-910328 111631-910328 111631-910328 111631-910328 111631-910328 111631-910328 111631-910328 111631-910328 111631-910328 111631-910328 111631-910328 111631-910328 111631-910328	4/1-15/24 FUEL PURCHASES 4/1-15/24 FUEL PURCHASES 4/1-15/24 FUEL PURCHASES 4/1-15/24 FUEL PURCHASES 4/1-15/24 FUEL PURCHASES 4/1-15/24 FUEL PURCHASES 4/1-15/24 FUEL PURCHASES 4/1-15/24 FUEL PURCHASES 4/1-15/24 FUEL PURCHASES 4/1-15/24 FUEL PURCHASES 4/1-15/24 FUEL PURCHASES 4/1-15/24 FUEL PURCHASES 4/1-15/24 FUEL PURCHASES 4/1-15/24 FUEL PURCHASES 4/1-15/24 FUEL PURCHASES	001-1400-514.30-55 001-2010-520.30-55 001-2020-520.30-55 001-2040-520.30-55 001-2210-522.30-55 001-2220-522.30-55 001-2310-523.30-55 001-3010-530.30-55 001-3025-530.30-55 001-3040-530.30-55 001-3045-530.30-55 001-4010-540.30-55		10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024	181.82 132.44 3,798.53 561.34 234.32 90.86 546.33 123.00 3,960.21 3,786.65 1,039.79 525.43 14,980.72
05/08/2024	83528	1567	CLIFTON LARSON ALLEN LL	L241259627	FINAL AUDIT/JUNE 30, 2023	001-1200-512.30-32		11/2024 Total	30,000.00 30,000.00
05/08/2024	83529	1929	CONSUMER PROTECTION DIV	050624	APR 2024 HOME BLDR FUND	001-0000-201.03-00		11/2024 Total	50.00 50.00
05/08/2024	83530	129	DEPENDABLE SSR LLC	1961 1961	DIRT & BRUSH DIRT & BRUSH	001-3040-530.30-34 001-3045-530.30-34		10/2024 10/2024 Total	1,339.93 136.90 1,476.83
05/08/2024	83531	170	EASTON UTILITIES	042324 042324 042324 042324 042324 042324 042324 042324 042324 042324 042324 042324 042324 042324 042324	042324 042324 042324 042324 042324 042324 042324 042324 042324 042324 042324 042324 042324 042324 042324	001-1010-510.30-41 001-1050-510.30-41 001-1060-510.30-41 001-1065-510.30-41 001-1070-510.30-41 001-1075-510.30-41 001-1200-512.30-41 001-1310-513.30-41 001-1400-514.30-43 001-2110-521.30-43 001-2210-522.30-41 001-2220-522.30-41 001-2310-523.30-41 001-3010-530.30-41 001-3010-530.30-43 001-3040-530.30-43		10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 11/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024	71.49 95.31 119.14 142.97 119.14 119.14 285.94 190.63 3,069.26 2,376.13 285.94 142.97 285.94 285.94 1,780.38 10,165.72

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/08/2024	83531	170 EASTON UTILITIES	042324		001-4010-540.30-41		10/2024	71.49
			042324		001-4010-540.30-43		10/2024	222.39
			042324		001-6000-560.30-41	ED2401	10/2024	166.80
						Total		19,996.72
05/08/2024	83532	181 EWING DIETZ FOUNTAIN & 2		CORRIGAN/TRIPPE ANNEX.	001-1310-513.30-31	AN0020	11/2024	70.00
			344	LEGAL SVCS/RETAINER	001-1010-510.30-31		11/2024	3,710.50
			344	LEGAL SVCS/RETAINER	001-1060-510.30-31		11/2024	410.00
			344	LEGAL SVCS/RETAINER	001-1075-510.30-31		11/2024	82.00
			344	LEGAL SVCS/RETAINER	001-1200-512.30-31		11/2024	184.50
			344	LEGAL SVCS/RETAINER	001-1310-513.30-31		11/2024	1,373.50
			344	LEGAL SVCS/RETAINER	001-2010-520.30-31		11/2024	143.50
			344	LEGAL SVCS/RETAINER	001-2210-522.30-31		11/2024	451.00
			344	LEGAL SVCS/RETAINER	001-2220-522.30-31		11/2024	41.00
			344	LEGAL SVCS/RETAINER	001-2310-523.30-31		11/2024	2,829.00
			344	LEGAL SVCS/RETAINER	001-4010-540.30-31	24-26	11/2024	246.00
						Total		9,541.00
05/08/2024	83533	2228 FIRST STATE INSPECTION	286573	MONTHLY INSPECTION SVCS	001-2210-522.30-34		10/2024	3,500.00
						Total		3,500.00
05/08/2024	83534	1269 FRATERNAL ORDER OF POLI	050124	LODGE DUES	001-0000-217.17-00		11/2024	1,360.00
						Total		1,360.00
05/08/2024	83535	2930 GOOD LIFE LAWN CARE/LAN	6572	TREE STUMP SERVICES	001-3040-530.30-34		10/2024	1,381.50
						Total		1,381.50
05/08/2024	83536	3225 HARTFORD, THE	625262088149	APRIL 2024 INSURANCE	001-1010-510.10-23		11/2024	147.00
			625262088149	APRIL 2024 INSURANCE	001-1050-510.10-23		11/2024	115.68
			625262088149	APRIL 2024 INSURANCE	001-1060-510.10-23		11/2024	10.50
			625262088149	APRIL 2024 INSURANCE	001-1065-510.10-23		11/2024	161.10
			625262088149	APRIL 2024 INSURANCE	001-1070-510.10-23		11/2024	300.03
			625262088149	APRIL 2024 INSURANCE	001-1075-510.10-23		11/2024	143.10
			625262088149	APRIL 2024 INSURANCE	001-1200-512.10-23		11/2024	530.39
			625262088149	APRIL 2024 INSURANCE	001-1310-513.10-23		11/2024	520.43
			625262088149	APRIL 2024 INSURANCE	001-1400-514.10-23		11/2024	188.83
			625262088149	APRIL 2024 INSURANCE	001-2010-520.10-23		11/2024	904.98
			625262088149	APRIL 2024 INSURANCE	001-2020-520.10-23		11/2024	346.86
			625262088149	APRIL 2024 INSURANCE	001-2040-520.10-23		11/2024	199.79
			625262088149	APRIL 2024 INSURANCE	001-2210-522.10-23		11/2024	376.64
			625262088149	APRIL 2024 INSURANCE	001-2310-523.10-23		11/2024	375.77
			625262088149	APRIL 2024 INSURANCE	001-3010-530.10-23		11/2024	138.28
			625262088149	APRIL 2024 INSURANCE	001-3025-530.10-23		11/2024	394.66
			625262088149	APRIL 2024 INSURANCE	001-3040-530.10-23		11/2024	318.95
			625262088149	APRIL 2024 INSURANCE	001-3045-530.10-23		11/2024	160.89
			625262088149	APRIL 2024 INSURANCE	001-4010-540.10-23		11/2024	245.66
			625262088149	APRIL 2024 INSURANCE	001-7020-570.10-23		11/2024	24.75
			625262088149	APRIL 2024 INSURANCE	001-7030-570.10-23		11/2024	230.19
			625265025383	MAY 2024 INSURANCE	001-1010-510.10-23		11/2024	84.00
			625265025383	MAY 2024 INSURANCE	001-1050-510.10-23		11/2024	80.13
			625265025383	MAY 2024 INSURANCE	001-1060-510.10-23		11/2024	10.50
			625265025383	MAY 2024 INSURANCE	001-1065-510.10-23		11/2024	142.92
			625265025383	MAY 2024 INSURANCE	001-1070-510.10-23		11/2024	193.32

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05/08/2024	83536	3225	HARTFORD, THE	625265025383	MAY 2024 INSURANCE	001-1075-510.10-23		11/2024	84.78
				625265025383	MAY 2024 INSURANCE	001-1200-512.10-23		11/2024	350.75
				625265025383	MAY 2024 INSURANCE	001-1310-513.10-23		11/2024	212.23
				625265025383	MAY 2024 INSURANCE	001-1400-514.10-23		11/2024	132.31
				625265025383	MAY 2024 INSURANCE	001-2010-520.10-23		11/2024	447.63
				625265025383	MAY 2024 INSURANCE	001-2020-520.10-23		11/2024	766.57
				625265025383	MAY 2024 INSURANCE	001-2040-520.10-23		11/2024	206.61
				625265025383	MAY 2024 INSURANCE	001-2210-522.10-23		11/2024	269.90
				625265025383	MAY 2024 INSURANCE	001-2310-523.10-23		11/2024	273.98
				625265025383	MAY 2024 INSURANCE	001-3010-530.10-23		11/2024	96.16
				625265025383	MAY 2024 INSURANCE	001-3025-530.10-23		11/2024	305.58
				625265025383	MAY 2024 INSURANCE	001-3040-530.10-23		11/2024	336.84
				625265025383	MAY 2024 INSURANCE	001-3045-530.10-23		11/2024	408.84
				625265025383	MAY 2024 INSURANCE	001-4010-540.10-23		11/2024	104.15
				625265025383	MAY 2024 INSURANCE	001-7020-570.10-23		11/2024	21.15
				625265025383	MAY 2024 INSURANCE	001-7030-570.10-23		11/2024	218.49
Total									10,581.32
05/08/2024	83537	237	HOME PARAMOUNT PEST CON	6754992		001-1400-514.30-46		10/2024	33.00
				6754996		001-3010-530.30-46		10/2024	38.00
				6754998	PEST SVCS	001-6000-560.30-46	ED2401	11/2024	36.00
				6755250	PEST SVCS	001-1400-514.30-46		11/2024	33.00
				6755444	PEST SVCS	001-1400-514.30-46		11/2024	70.00
Total									210.00
05/08/2024	83538	3237	JACKSON LEWIS P.C.	8452896	SERVICES	001-1060-510.30-31		11/2024	847.00
Total									847.00
05/08/2024	83539	262	KEY ONE INC	120212	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		10/2024	16.25
	Total								16.25
05/08/2024	83540	2142	LIVING ECOSYSTEMS	24-0494	MOW 8252 LINCOLN	001-2220-522.30-34		10/2024	147.50
				24-0564	MOW 8711 MISTY BROOK WAY	001-2220-522.30-34		10/2024	35.00
				24-0573	MOW 118 HAMMOND	001-2220-522.30-34		10/2024	35.00
				24-0586	MOW 415 ARBOR PLACE	001-2220-522.30-34		10/2024	35.00
				24-0590	MOW 4601 GOLDSBOROUGH	001-2220-522.30-34		10/2024	35.00
				24-0594	MOW 8290 OCEAN GATEWAY	001-2220-522.30-34		10/2024	35.00
	Total								322.50
05/08/2024	83546	278	LOWE'S	01013		001-1400-514.30-52		10/2024	63.64
				01039		001-4010-540.30-50		10/2024	12.51
				01068		001-3010-530.30-50		10/2024	78.83
				01125		001-4010-540.30-50		10/2024	11.56
				01170	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		10/2024	22.77
				01184	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		10/2024	80.68
				01238	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		10/2024	23.74
				01271		001-1400-514.30-52		10/2024	1.98
				01308		001-1400-514.30-52		10/2024	5.69
				01313		001-3040-530.30-52		11/2024	37.90
				01320	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		10/2024	73.98
				01321		001-3040-530.30-52		11/2024	22.74
				01337	MISCELLANEOUS PRODUCTS	001-3025-530.30-52		10/2024	392.65
				01378		001-4010-540.30-50		10/2024	39.03

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05/08/2024	83546	278	LOWE'S	01399		001-1400-514.30-52		10/2024	52.24
				01418		001-4010-540.30-50		10/2024	8.42
				01472		001-4010-540.30-50		10/2024	31.30
				01480	MISCELLANEOUS PRODUCTS	001-3045-530.30-52		10/2024	281.66
				01559	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		10/2024	18.68
				01583		001-3040-530.30-52		11/2024	13.26
				01627		001-3040-530.30-52		11/2024	14.22
				01641	MISCELLANEOUS PRODUCTS	001-3045-530.30-52		10/2024	265.02
				01660	MISCELLANEOUS PRODUCTS	001-3045-530.30-52		10/2024	225.46
				01774		001-1400-514.30-35		10/2024	26.59
				01793		001-4010-540.30-52		10/2024	106.29
				01810	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		10/2024	12.34
				01855		001-1400-514.30-52		10/2024	26.11
				01889		001-4010-540.30-50		10/2024	35.12
				01896	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		10/2024	36.75
				01904	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		10/2024	53.40
				01927	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		10/2024	109.11
				01975	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		10/2024	13.55
				70097	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		10/2024	24.65
				72191		001-3040-530.30-52		11/2024	28.46
				72265	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		10/2024	78.41
				72566	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		10/2024	238.18
				73261		001-1400-514.30-52		10/2024	14.54
				75553		001-4010-540.30-52	20-36	10/2024	103.64
				75903		001-4010-540.30-52	20-36	10/2024	4.92-
				75951		001-4010-540.30-52	20-36	10/2024	1.69
				76865		001-3010-530.30-50		10/2024	33.23
				77088	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		10/2024	261.00
				77240		001-3045-530.30-52		10/2024	17.50-
				77254	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		10/2024	98.23
				77372	MISCELLANEOUS PRODUCTS	001-3045-530.30-52		10/2024	27.66
				77717	MISCELLANEOUS PRODUCTS	001-3025-530.30-52		10/2024	102.48
				78183	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		10/2024	47.48
				80185		001-4010-540.30-50		10/2024	19.80-
				81347	MISCELLANEOUS PRODUCTS	001-3045-530.30-52		10/2024	143.71
				81553		001-4010-540.30-50		10/2024	84.78
				83681		001-4010-540.30-46		10/2024	77.84
				86234	MISCELLANEOUS PRODUCTS	001-3040-530.30-56		10/2024	47.72
				86983	MISCELLANEOUS PRODUCTS	001-3045-530.30-35		10/2024	383.76
				87471	MISCELLANEOUS PRODUCTS	001-3040-530.30-56		10/2024	51.23
				94166		001-4010-540.30-50		10/2024	22.78
				94198		001-3040-530.30-52		11/2024	14.23
				94822		001-4010-540.30-50		10/2024	22.78-
				94831	MISCELLANEOUS PRODUCTS	001-3045-530.30-52		10/2024	28.48
				95224	MISCELLANEOUS PRODUCTS	001-3040-530.30-56		10/2024	47.44
				96242		001-3040-530.30-56		10/2024	22.74-
				98458		001-3040-530.30-52		11/2024	108.62
				98563	MISCELLANEOUS PRODUCTS	001-3010-530.30-52		10/2024	52.19
							Total		4,231.91
05/08/2024	83547	2248	MARSHALL PROPERTY MANAG	35744	MAR 26-31 2024 MOWING SVS	001-3040-530.30-34		10/2024	2,372.00
				36213	APR 7 2024 MOWING SVS	001-3040-530.30-34		10/2024	2,372.00
				36538	APR 15 2024 MOWING SVC	001-3040-530.30-34		10/2024	2,372.00

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05/08/2024	83548	2160 MARYLAND DIV. OF UNEMPL	042224	UNEMPLOYMENT INS BENEFIT	001-3010-530.10-25		Total	7,116.00
							10/2024 Total	215.14
							10/2024 Total	215.14
05/08/2024	83549	2781 MARYLAND TRANSPORTATION	B1531134722946	TOLL	001-2020-520.30-49		10/2024 Total	6.00
							10/2024 Total	6.00
05/08/2024	83550	826 MR ROOTER MID-SHORE	167661	SVCS/SPORTS COMPLEX	001-4010-540.30-46		10/2024 Total	450.00
							10/2024 Total	450.00
05/08/2024	83552	2702 PATUXENT MATERIALS INC	233733	WASHED MASON SAND	001-3045-530.30-52		10/2024	196.05
			234368	MASON SAND	001-3045-530.30-52		10/2024 Total	381.13
							10/2024 Total	577.18
05/08/2024	83553	389 PIERSON COMFORT GROUP L	QB51880	SERVICES	001-4010-540.30-44	23-72	10/2024	165.00
			QB52491	SERVICES	001-4010-540.30-44		10/2024	210.00
			QB52492	SERVICES	001-4010-540.30-44		10/2024 Total	157.00
							10/2024 Total	532.00
05/08/2024	83554	3080 PSA INSURANCE & FINANCI	2752755	APR-JUN 2024 SERVICES	001-7020-570.10-23		11/2024 Total	2,700.00
							11/2024 Total	2,700.00
05/08/2024	83555	2901 QUADIENT FINANCE USA IN	042124	POSTAGE	001-1400-514.30-41		10/2024 Total	500.00
							10/2024 Total	500.00
05/08/2024	83556	3308 RC CHARITIES INC	050624	JULY 4TH CELEBRATION	001-6000-560.80-82		11/2024 Total	10,000.00
							11/2024 Total	10,000.00
05/08/2024	83557	3160 SHORE LEADERSHIP	2024-37	TUITION	001-1075-510.30-33		11/2024 Total	1,000.00
							11/2024 Total	1,000.00
05/08/2024	83558	2650 SHORE REAL ESTATE INVES	050624	REFUND/DEMO PMT #24-19031	001-0000-219.10-95	DEMOBP	11/2024 Total	2,500.00
							11/2024 Total	2,500.00
05/08/2024	83559	1778 SHORE UNITED BANK	050624	ISSUANCE/CASHIERS CHECK	001-4010-540.30-49		11/2024 Total	635.61
							11/2024 Total	635.61
05/08/2024	83560	3291 SMITH, SAMANTHA	050124	REIMB/P&Z LUNCH ORDERS	001-1310-513.30-39		11/2024 Total	44.29
							11/2024 Total	44.29
05/08/2024	83561	1062 STATE LINE MACHINE INC	96191	MISCELLANEOUS PRODUCTS	001-3040-530.30-56		10/2024 Total	163.92
							10/2024 Total	163.92
05/08/2024	83562	2614 UNIFIRST CORPORATION	1430122512	PUBLIC WORKS UNIFORMS	001-3025-530.30-36		10/2024	105.47
			1430122516	PUBLIC WORKS UNIFORMS	001-3025-530.30-36		10/2024	29.27
			1430122516	PUBLIC WORKS UNIFORMS	001-3040-530.30-36		10/2024	82.47
			1430122516	PUBLIC WORKS UNIFORMS	001-3045-530.30-36		10/2024	57.33
			1430122518	PUBLIC WORKS UNIFORMS	001-3010-530.30-36		10/2024	41.69
			1430122518	PUBLIC WORKS UNIFORMS	001-3010-530.30-46		10/2024	11.09
			1430122519	PUBLIC WORKS UNIFORMS	001-3040-530.30-36		10/2024	100.53
			1430122520	PUBLIC WORKS UNIFORMS	001-3010-530.30-36		10/2024	22.82
			1430123624	PUBLIC WORKS UNIFORMS	001-3025-530.30-36		10/2024	105.47

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05/08/2024	83562	2614	UNIFIRST CORPORATION	1430123625 1430123625 1430123625 1430123626 1430123626 1430123627 1430123628	PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS	001-3025-530.30-36 001-3040-530.30-36 001-3045-530.30-36 001-3010-530.30-36 001-3010-530.30-46 001-3040-530.30-36 001-3010-530.30-36	10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 Total	29.27 82.47 57.33 41.69 11.09 100.53 22.82 901.34	
05/08/2024	83563	1810	VULCAN CONSTRUCTION MAT	42583992 42583993 42583994 42589904	RIP RAP #57 #57 #8 STONE	001-3040-530.30-52 001-3040-530.30-52 001-3045-530.30-52 001-3045-530.30-52	10/2024 10/2024 10/2024 10/2024 Total	1,593.26 413.67 411.18 446.88 2,864.99	
05/15/2024	83564	2292	A-1 SANITATION SERVICE	435992		001-2020-520.30-44	11/2024 Total	11/2024 Total	115.00 115.00
05/15/2024	83565	98	APG MEDIA OF CHESAPEAKE	043024 043024 043024 043024	ADVERTISING ADVERTISING ADVERTISING ADVERTISING	001-1010-510.30-48 001-1050-510.30-48 001-1310-513.30-48 001-2210-522.30-48	11/2024 11/2024 11/2024 11/2024 Total	1,925.00 752.52 787.50 490.00 3,955.02	
05/15/2024	83566	9999999	ARAMARK	000202554	TAX REFUNDS	001-0000-201.00-00	11/2024 Total	11/2024 Total	1.56 1.56
05/15/2024	83567	1584	ATLANTIC TACTICAL	SI-80825393		001-2040-520.30-52	11/2024 Total	11/2024 Total	933.35 933.35
05/15/2024	83568	1609	ATLANTIC TRACTOR	P90239 P90452	MISCELLANEOUS PRODUCTS	001-3025-530.30-56 001-3025-530.30-52	10/2024 11/2024 Total	10/2024 11/2024 Total	490.64 3.66 494.30
05/15/2024	83569	995	BEE'S AUTOMOTIVE DISTRI	149679 149736	MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS	001-3025-530.30-56 001-3010-530.30-35	10/2024 10/2024 Total	10/2024 10/2024 Total	865.00 250.00 1,115.00
05/15/2024	83570	59	BRAMBLE INC, DAVID A	32603	ASPHALT	001-3040-530.30-52	11/2024 Total	11/2024 Total	1,063.82 1,063.82
05/15/2024	83571	3263	CAREFLEX LLC	2404-06294	APRIL 2024 SERVICES	001-0000-217.12-00	11/2024 Total	11/2024 Total	218.50 218.50
05/15/2024	83572	6	CARTER MACHINERY COMPAN	1642365 5217884	REPAIR EQUIPMENT MISCELLANEOUS PRODUCTS	001-3040-530.30-46 001-3040-530.30-56	10/2024 10/2024 Total	10/2024 10/2024 Total	2,419.06 605.29 3,024.35
05/15/2024	83573	1059	CHOPTANK ELECTRIC COOPE	050224	STREET LIGHTS	001-3040-530.30-43	11/2024 Total	11/2024 Total	909.00 909.00
05/15/2024	83574	2735	CHOPTANK SUPPLY INC	2404-028082	MISCELLANEOUS PRODUCTS	001-3040-530.30-52	10/2024 Total	10/2024 Total	22.98 22.98

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05/15/2024	83575	1603	CINTAS FIRST AID & SAFE	5209053293	MISCELLANEOUS PRODUCTS	001-3025-530.30-52		11/2024 Total	82.95 82.95
05/15/2024	83577	1929	CONSUMER PROTECTION DIV	050824	MARCH 2024 HOME BLDR FUND	001-0000-201.03-00		11/2024 Total	150.00 150.00
05/15/2024	83578	2550	DAVEY TREE EXPERT COMPA	918444475 918451296	INSECTICIDE TREATMENT INSECTICIDE TREATMENT	001-3040-530.30-34 001-3040-530.30-34		11/2024 11/2024 Total	1,250.00 467.50 1,717.50
05/15/2024	83579	2975	DELAWARE ELEVATOR SERVI	407448	MONTHLY SVC	001-1400-514.30-46		11/2024 Total	137.00 137.00
05/15/2024	83580	146	E D SUPPLY CO INC	6675-1341110		001-4010-540.30-50		10/2024 Total	279.00 279.00
05/15/2024	83581	1000	EASTERN SHORE COFFEE &	336246 337103 798749 798749	COOLER RENTAL COOLER RENTAL 5 GAL WATER 5 GAL WATER	001-3010-530.30-52 001-3010-530.30-52 001-3025-530.30-52 001-3040-530.30-52		11/2024 11/2024 11/2024 11/2024 Total	8.95 8.95 30.34 30.35 78.59
05/15/2024	83582	2593	EASTON TRUCK CENTER	69723AUP 69765AUP 69817AUP 69873AUP 69898AUP 69914AUP 70007AUP 9865AUS	MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS	001-3025-530.30-56 001-3025-530.30-56 001-3025-530.30-56 001-3025-530.30-56 001-3040-530.30-56 001-3025-530.30-56 001-3025-530.30-56 001-3040-530.30-46		10/2024 10/2024 11/2024 11/2024 11/2024 11/2024 11/2024 10/2024 Total	364.25 101.57 105.00 770.00 398.83 630.00 194.75 724.74 3,289.14
05/15/2024	83583	170	EASTON UTILITIES	042324 042324 042924		001-2010-520.30-41 001-2010-520.30-43 001-1400-514.30-43		11/2024 11/2024 11/2024 Total	2,066.36 7,365.33 301.44 9,733.13
05/15/2024	83584	9999999	EASTON VETERINARY CLINI	000202007	TAX REFUNDS	001-0000-201.00-00		11/2024 Total	2,009.28 2,009.28
05/15/2024	83585	2848	ENTERPRISE FM TRUST	428419B-050324	PUB WKS VEHICLE LEASES	001-3010-530.30-44		11/2024 Total	16,083.05 16,083.05
05/15/2024	83587	179	EWING INC, PAUL T	514854 514998 515016 515312 515580 515584 516090 516927 517393 517434	MISCELLANEOUS PRODUCTS STEEL TOE BOOTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS	001-3040-530.30-52 001-3040-530.30-37 001-3045-530.30-52 001-3040-530.30-52 001-3040-530.30-46 001-3045-530.30-52 001-3040-530.30-52 001-3040-530.30-52 001-3040-530.30-52 001-3040-530.30-52		10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 11/2024 11/2024	44.50 100.00 270.00 109.99 98.98 176.00 139.00 139.00 59.80 58.50

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05/15/2024	83587	179	EWING INC, PAUL T	517448	SMART LEVEL	001-2210-522.30-35		11/2024 Total	155.00 1,350.77
05/15/2024	83588	2463	FIDELITY POWER SYSTEMS	FPS0097974	SERVICE	001-1400-514.30-46		11/2024 Total	2,468.44 2,468.44
05/15/2024	83589	1982	FRED FREDERICK CHRYSLER	86736 86740		001-2020-520.30-56 001-2020-520.30-56		10/2024 10/2024 Total	62.80 62.80 125.60
05/15/2024	83591	239	HOPKINS SALES CO INC	479153 479271 479608 479997	OTHER OTHER	001-1400-514.30-52 001-1400-514.30-52 001-1400-514.30-52 001-1400-514.30-52		10/2024 10/2024 11/2024 10/2024 Total	299.67 77.29 90.09 129.98 597.03
05/15/2024	83592	239	HOPKINS SALES CO INC	478875 479043 479683 479951 480269		001-2110-521.30-52 001-2110-521.30-52 001-2110-521.30-52 001-2110-521.30-52 001-2110-521.30-52		10/2024 10/2024 10/2024 11/2024 11/2024 Total	63.55 53.76 128.81 82.34 175.47 503.93
05/15/2024	83593	9999999	IVY CAFE	000202450	TAX REFUNDS	001-0000-201.00-00		11/2024 Total	46.28 46.28
05/15/2024	83594	3094	J & A BOTTLELESS WATER	68474	QUARTERLY RENTAL	001-2010-520.30-52		11/2024 Total	93.00 93.00
05/15/2024	83595	258	JONES PEST CONTROL	1330 1331	PEST SVCS PEST SVCS	001-2110-521.30-46 001-2110-521.30-46		11/2024 11/2024 Total	375.00 150.00 525.00
05/15/2024	83596	927	LEWIS' AUTO BODY SHOP	15304	2017 FORD POLICE VEHICLE	001-2020-520.30-56		11/2024 Total	336.91 336.91
05/15/2024	83597	278	LOWE'S	99044		001-2020-520.30-52		11/2024 Total	283.59 283.59
05/15/2024	83598	322	MARYLAND ENVIRONMENTAL	336296 616034	4/16-30/24 WASTE SVCS 4/16-30/24 WASTE SVCS	001-3025-530.30-34 001-3025-530.30-34		11/2024 11/2024 Total	33,160.73 49.35 33,210.08
05/15/2024	83599	1489	MARYLAND INDUSTRIAL TRU	P14664 P14866		001-3025-530.30-56 001-3025-530.30-56		10/2024 11/2024 Total	705.94 344.82 1,050.76
05/15/2024	83600	1597	MARYLAND POLICE & CORRE	ADP23829	SERVICES	001-2020-520.30-33		11/2024 Total	300.00 300.00
05/15/2024	83601	2781	MARYLAND TRANSPORTATION	B1531134775946	TOLLS	001-2040-520.30-56		11/2024 Total	12.00 12.00

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05/15/2024	83602	2533	MCI	041124 041924		001-2010-520.30-41 001-2010-520.30-41		11/2024 11/2024 Total	35.46 35.59 71.05
05/15/2024	83603	2478	MUNICIPAL EMERGENCY	SER IN2042523	MISC/EASTON POLICE	DEPT 001-2020-520.30-37		11/2024 Total	3,975.94 3,975.94
05/15/2024	83604	2135	PATCHETT'S FIRE PREVENT	13612 13630	SERVICES SERVICES	001-2110-521.30-46 001-2110-521.30-46		11/2024 11/2024 Total	650.00 110.00 760.00
05/15/2024	83605	2378	POSITIVE PROMOTIONS INC	7366775 7368126	OTHER OTHER	001-2010-520.30-48 001-2010-520.30-48		11/2024 11/2024 Total	2,597.06 1,489.45 4,086.51
05/15/2024	83606	2560	PPC LUBRICANTS INC	2237417 2237874	MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS	001-3025-530.30-56 001-3025-530.30-56		11/2024 11/2024 Total	299.45 1,017.95 1,317.40
05/15/2024	83608	1289	SALISBURY INC	455504- IN	SHADOW BOX/BRIAN DOYLE	001-2010-520.10-26		11/2024 Total	266.95 266.95
05/15/2024	83609	2879	SCHUSTER CONCRETE READY	601445 602662 602663	CONCRETE CONCRETE CONCRETE	001-3040-530.30-52 001-3040-530.30-52 001-3040-530.30-52		11/2024 11/2024 11/2024 Total	1,984.65 451.70 718.05 3,154.40
05/15/2024	83610	448	SHERWIN-WILLIAMS CO, TH	2293-3 2364-2 2891-4 4089-5		001-3010-530.30-50 001-3040-530.30-52 001-1400-514.30-52 001-2110-521.30-50		10/2024 11/2024 10/2024 10/2024 Total	73.43 23.98 44.75 82.19 224.35
05/15/2024	83611	2513	SITEONE LANDSCAPE SUPPL	140285595-001 140384114-001 140388804-001 140718093-001	MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS	001-3045-530.30-52 001-3040-530.30-52 001-3040-530.30-52 001-4010-540.30-52	20-36	10/2024 10/2024 10/2024 11/2024 Total	71.68 2.42 1.61 193.29 269.00
05/15/2024	83612	461	SPURRY'S TIRE SERVICE I	101445 102377 102464	MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS	001-3025-530.30-56 001-3040-530.30-56 001-3040-530.30-56		10/2024 10/2024 10/2024 Total	1,403.40 1,373.00 3,031.20 5,807.60
05/15/2024	83613	461	SPURRY'S TIRE SERVICE I	101893 102721 103465		001-2020-520.30-56 001-2020-520.30-56 001-2020-520.30-56		10/2024 11/2024 11/2024 Total	460.80 389.30 1,023.20 1,873.30
05/15/2024	83614	1565	STAPLES	6001440969 6001440969 6001440971 6001440971	OTHER OTHER	001-1200-512.30-51 001-2210-522.30-52 001-1200-512.30-51 001-1310-513.30-52		11/2024 11/2024 11/2024 11/2024	8.99 115.18 126.76 41.49

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05/15/2024	83614	1565	STAPLES	6001440971 6001440971 6001440971		001-2210-522.30-52 001-2220-522.30-52 001-4010-540.30-52		11/2024 11/2024 11/2024 Total	41.49 65.18 88.39 487.48
05/15/2024	83615	9999999	THE JOHN R. CROCKER COM	000108938	TAX REFUNDS	001-0000-201.00-00		11/2024 Total	237.38 237.38
05/15/2024	83616	2445	TWDE CALIBRATION LABS I	50695	CALIBRATION SVCS	001-2020-520.30-46		11/2024 Total	2,045.00 2,045.00
05/15/2024	83617	2067	UTILITY EASTERN SHORE T	2337 2449 2589	MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS	001-3025-530.30-56 001-3040-530.30-56 001-3040-530.30-56		10/2024 10/2024 10/2024 Total	261.40 49.20 6.15 316.75
05/15/2024	83618	2251	VERIZON	041324 041524 041524A		001-2010-520.30-41 001-2010-520.30-41 001-2010-520.30-41		11/2024 11/2024 11/2024 Total	1,037.05 49.97 105.88 1,192.90
05/15/2024	83619	2423	VERIZON BUSINESS	67310690		001-2010-520.30-41		11/2024 Total	44.24 44.24
05/15/2024	83620	1064	VERMEER ALL ROADS	A01431 A1497	MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS	001-3040-530.30-56 001-3040-530.30-52		10/2024 11/2024 Total	106.02 710.00 816.02
05/15/2024	83621	1975	WITMER PUBLIC SAFETY GR	INV465783		001-2020-520.30-37		11/2024 Total	3,381.15 3,381.15
05/15/2024	83622	1220	XEROX CORPORATION	021116292 021184259 021184260 021184267	COPIER MAINT COPIER MAINT COPIER MAINT COPIER MAINT	001-2010-520.30-46 001-1310-513.30-46 001-2010-520.30-46 001-2310-523.30-46		11/2024 10/2024 10/2024 10/2024 Total	12.22 283.16 222.28 183.17 700.83
05/22/2024	83623	2292	A-1 SANITATION SERVICE	437875		001-2020-520.30-44		11/2024 Total	115.00 115.00
05/22/2024	83624	2923	ACME AUTO LEASING LLC	24050380 24050384 24055031T	POLICE LEASED VEHICLES POLICE LEASED VEHICLES TOLL	001-8010-580.70-71 001-8010-580.70-71 001-2040-520.30-56		11/2024 11/2024 11/2024 Total	625.00 1,250.00 4.00 1,879.00
05/22/2024	83625	3186	ALL ROADS TRUCKS	9003120G 9003137G 9003141G	MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS	001-3025-530.30-56 001-3025-530.30-56 001-3040-530.30-56		11/2024 11/2024 11/2024 Total	192.98 158.68 401.95 753.61
05/22/2024	83626	1485	ALTEC INDUSTRIES INC	12566237	MISCELLANEOUS PRODUCTS	001-3040-530.30-56		11/2024 Total	369.18 369.18

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05/22/2024	83627	2689	AMAZON CAPITAL SERVICES	1PNQ-3CN9-KVD3 1QC9-RXN3-6NDF 1YKY-4LRV-PK31 167Y-WJ97-19P7	SCREEN PROTECTORS OTHER OTHER OTHER	001-1070-510.30-51 001-2020-520.30-52 001-3040-530.30-52 001-1400-514.30-52	23-84	11/2024 11/2024 11/2024 11/2024 Total	46.00 342.90 189.00 46.78 624.68
05/22/2024	83628	3259	AMAZON WEB SERVICES INC	1694042161	APRIL 2024 WEB SERVICES	001-1070-510.30-34		11/2024 Total	1,277.02 1,277.02
05/22/2024	83629	1952	AMSOIL INC	22422264	OIL FILTERS	001-3025-530.30-56		11/2024 Total	211.95 211.95
05/22/2024	83631	98	APG MEDIA OF CHESAPEAKE	043024	ADVERTISING	001-2010-520.30-48		11/2024 Total	4,625.00 4,625.00
05/22/2024	83634	3227	BERLA CORPORATION	23-M01-1127	RENEWALS/EASTON POLICE	001-2040-520.30-33		11/2024 Total	4,333.00 4,333.00
05/22/2024	83635	2821	BLUE PEAK LOGIC INC	2434	SKILLS MGR SOFTWARE/SUB.	001-2010-520.30-46		11/2024 Total	2,640.00 2,640.00
05/22/2024	83636	2790	BLUE TECH LLC	3040 3059	VEHICLE SVCS VEHICLE SVCS	001-2020-520.30-56 001-2020-520.30-56		11/2024 11/2024 Total	585.00 874.00 1,459.00
05/22/2024	83637	2419	CHINCHECK SPORTS LOCKER	62-2024	MISC/EASTON POLICE	001-2040-520.30-37		11/2024 Total	269.00 269.00
05/22/2024	83638	1603	CINTAS FIRST AID & SAFE	5209053229	MISC/EASTON POLICE	001-2010-520.30-52		11/2024 Total	103.49 103.49
05/22/2024	83639	943	COMMUNITY ANIMAL HOSPIT	266291	MISC/EASTON POLICE	001-2020-520.30-49		11/2024 Total	512.22 512.22
05/22/2024	83640	681	CONAWAY, ALAN L	051524	APRIL SVCS/CDL TRAINING	001-3040-530.30-34		11/2024 Total	1,137.50 1,137.50
05/22/2024	83641	3251	CRAFCO INC	9403166977	MISCELLANEOUS PRODUCTS	001-3040-530.30-56		11/2024 Total	982.92 982.92
05/22/2024	83642	1224	DEAN'S JANITORIAL SERVI	23650 23697 23714 23714	MONTHLY JANITORIAL SVCS JANITORIAL SVCS JANITORIAL SVCS JANITORIAL SVCS	001-4010-540.30-34 001-3010-530.30-34 001-1400-514.30-34 001-6000-560.30-34	ED2401	11/2024 11/2024 11/2024 11/2024 Total	3,245.20 480.00 1,090.00 260.00 5,075.20
05/22/2024	83643	191	DPSCS- - ITCD	AB4-04-325 AB4-04-325	SVCS/EASTON POLICE SVCS/EASTON POLICE	001-2010-520.30-46 001-2020-520.30-46		11/2024 11/2024 Total	14.00 7.00 21.00
05/22/2024	83645	2680	EASTERN SHORE AUTO PART	525586 525590 525886	MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS	001-3040-530.30-56 001-3040-530.30-56 001-3025-530.30-56		10/2024 10/2024 10/2024	3.37 152.28 13.54

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05/22/2024	83645	2680	EASTERN SHORE AUTO PART	525908	MISCELLANEOUS PRODUCTS	001-3025-530.30-56		10/2024	3.55
				525969	MISCELLANEOUS PRODUCTS	001-3025-530.30-56		10/2024	298.26
				526401	MISCELLANEOUS PRODUCTS	001-3025-530.30-56		10/2024	60.16
				526416	MISCELLANEOUS PRODUCTS	001-3040-530.30-56		10/2024	12.15
				526421	MISCELLANEOUS PRODUCTS	001-3025-530.30-56		10/2024	11.53
				526442		001-2020-520.30-46		10/2024	73.94
				526450	MISCELLANEOUS PRODUCTS	001-3025-530.30-56		10/2024	56.78
				526455	MISCELLANEOUS PRODUCTS	001-3040-530.30-56		10/2024	7.10
				526613		001-3025-530.30-56		11/2024	92.85
				526870	MISCELLANEOUS PRODUCTS	001-3025-530.30-56		10/2024	27.16
				526909	MISCELLANEOUS PRODUCTS	001-3025-530.30-52		10/2024	7.57
				527117		001-3025-530.30-56		10/2024	3.37
				527178		001-3025-530.30-56		10/2024	4.76
				527307		001-2020-520.30-56		10/2024	157.78
				527398		001-3025-530.30-56		10/2024	509.05
				527431	MISCELLANEOUS PRODUCTS	001-3025-530.30-56		11/2024	18.85
				527450		001-3040-530.30-56		10/2024	7.70
				527453	MISCELLANEOUS PRODUCTS	001-3025-530.30-56		11/2024	27.16
				527572	MISCELLANEOUS PRODUCTS	001-3025-530.30-56		11/2024	52.05
				527604	MISCELLANEOUS PRODUCTS	001-3025-530.30-56		11/2024	300.34
				527846	MISCELLANEOUS PRODUCTS	001-3025-530.30-56		11/2024	4.90
				527916	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		11/2024	65.85
Total									1,972.05
05/22/2024	83647	162	EASTON HARDWARE INC	248613		001-3040-530.30-52		11/2024	23.40
				248615		001-4010-540.30-52	20-36	11/2024	3.60
				248618		001-2010-520.30-50		11/2024	7.20
				248646		001-4010-540.30-50		11/2024	25.30
				248651		001-3040-530.30-56		11/2024	21.15
				248661		001-3040-530.30-56		11/2024	1.98-
				248919		001-1400-514.30-52		11/2024	28.35
				249479		001-1400-514.30-35		11/2024	192.99
				249819		001-1400-514.30-52		11/2024	10.48
				249880		001-3040-530.30-56		11/2024	15.98
				250089		001-1400-514.30-52		11/2024	.90
				250409		001-1400-514.30-52		11/2024	6.84
				250413		001-1400-514.30-52		11/2024	.72
				250445		001-1400-514.30-52		11/2024	12.99
				250633		001-3045-530.30-52		11/2024	16.20
				251113		001-3040-530.30-52		11/2024	15.99
				251252		001-3045-530.30-52		11/2024	7.20
				252298		001-3040-530.30-52		11/2024	31.99
				252332		001-1400-514.30-52		11/2024	5.58
				252397		001-1400-514.30-52		11/2024	2.54
				252531		001-3040-530.30-52		11/2024	22.68
				252609		001-3040-530.30-56		11/2024	27.28
253855		001-4010-540.30-50		11/2024	15.21				
Total									492.59
05/22/2024	83648	171	EASTON VOL FIRE DEPT IN	041924	REIMBURSE/PHONE SERVICES	001-2110-521.30-41		11/2024	146.62
							Total	146.62	
05/22/2024	83649	3360	FRANKLIN BRONZE PLAQUES	34939	BRONZE PLAQUE/R WILLEY	001-1060-510.30-48		11/2024	1,185.30

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								Total	1,185.30
05/22/2024	83650	2794	GILLESPIE PRECAST LLC	121503	BOXES OF CONSEAL	001-3045-530.30-52		11/2024	128.00
								Total	128.00
05/22/2024	83651	2094	GOVCONNECTION INC	75233636	OTHER	001-1200-512.30-51		11/2024	228.90
								Total	228.90
05/22/2024	83652	3121	GRIFFITH ENERGY SVCS IN	1046	GAS/EASTON FIRE DEPT	001-2110-521.30-55		11/2024	630.44
				1163	GAS/EASTON FIRE DEPT	001-2110-521.30-55		11/2024	377.44
				260	GAS/EASTON FIRE DEPT	001-2110-521.30-55		11/2024	575.99
				452	GAS/EASTON FIRE DEPT	001-2110-521.30-55		11/2024	1,902.81
				529	GAS/EASTON FIRE DEPT	001-2110-521.30-55		11/2024	676.61
				582	GAS/EASTON FIRE DEPT	001-2110-521.30-55		11/2024	605.57
				701	GAS/EASTON FIRE DEPT	001-2110-521.30-55		11/2024	507.40
				822	GAS/EASTON FIRE DEPT	001-2110-521.30-55		11/2024	410.49
				941	GAS/EASTON FIRE DEPT	001-2110-521.30-55		11/2024	573.47
								Total	6,260.22
05/22/2024	83654	226	HEALTH ENHANCEMENT CENT	61190	SERVICES	001-2010-520.30-31		11/2024	329.00
								Total	329.00
05/22/2024	83655	2063	HERTRICH FORD OF EASTON	5053904	MISCELLANEOUS PRODUCTS	001-3010-530.30-56		11/2024	104.04
				5053905		001-2020-520.30-56		11/2024	116.94
				5053906	MISCELLANEOUS PRODUCTS	001-3025-530.30-56		11/2024	42.12
				5053963		001-2020-520.30-56		11/2024	261.82
				5053964		001-2020-520.30-56		11/2024	135.27
				5053976		001-2010-520.30-56		11/2024	58.47
				6107262		001-2020-520.30-56		11/2024	1,822.78
								Total	2,541.44
05/22/2024	83656	239	HOPKINS SALES CO INC	479743	OTHER	001-2010-520.30-52		11/2024	637.23
				479799	OTHER	001-2010-520.30-52		11/2024	169.12
								Total	806.35
05/22/2024	83657	3125	HOWARD UNIFORM COMPANY	278111-01	CLOTHING/EASTON POLICE	001-2020-520.30-37		11/2024	1,118.00
				278111-02	CLOTHING/EASTON POLICE	001-2020-520.30-37		11/2024	7,861.70
								Total	8,979.70
05/22/2024	83658	1292	INTERNATIONAL CODE COUN	1001879179	OTHER	001-2210-522.30-54		11/2024	276.00
								Total	276.00
05/22/2024	83659	2468	MD POLICE SUPPLY LLC	29663	MISC/EASTON POLICE	001-2010-520.30-58		11/2024	512.51
				29821	MISC/EASTON POLICE	001-2010-520.30-58		11/2024	219.79
								Total	732.30
05/22/2024	83660	2963	NATIONAL HVAC SERVICE	SRVCE179415	SERVICE CALL	001-2010-520.30-46		11/2024	660.50
								Total	660.50
05/22/2024	83661	3221	PA TURNPIKE	133296264-1	TOLL	001-2020-520.30-49		11/2024	59.90
								Total	59.90
05/22/2024	83662	3166	REDYREF	48479	PROCESSING FEES	001-1070-510.30-34		11/2024	24.99

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05/22/2024	83662	3166	REDYREF	48506	ANNUAL SUBSCRIPTION	001-1070-510.30-54		11/2024 Total	2,196.00 2,220.99
05/22/2024	83663	1570	REPUBLIC SERVICES #426	426001082815 426001082815A	APRIL 2024 RECYCLING SVC APRIL 2024 RECYCLING SVC	001-3025-530.30-34 001-3025-530.30-34		11/2024 11/2024 Total	43,486.39 4,049.51 47,535.90
05/22/2024	83664	426	ROBIN'S NEST FLORAL & G	310822	DISHGARDEN	001-2010-520.30-49		11/2024 Total	57.00 57.00
05/22/2024	83666	1029	SHORE JANITORIAL SERVIC	0086	JANITORIAL SVCS	001-2010-520.30-34		11/2024 Total	3,200.00 3,200.00
05/22/2024	83667	1390	SUPERION LLC	409826 409855 409855 409855 409855 409855 409855 409855 409855 409855 409855 409855 409855 409855 409855	MAINT SVCS MAINT SVCS MAINT SVCS MAINT SVCS MAINT SVCS MAINT SVCS MAINT SVCS MAINT SVCS MAINT SVCS MAINT SVCS MAINT SVCS MAINT SVCS MAINT SVCS MAINT SVCS MAINT SVCS	001-1070-510.30-46 001-1010-510.30-46 001-1050-510.30-46 001-1060-510.30-46 001-1065-510.30-46 001-1070-510.30-46 001-1075-510.30-46 001-1200-512.30-46 001-1310-513.30-46 001-1400-514.30-46 001-2010-520.30-46 001-2110-521.30-46 001-2210-522.30-46 001-2220-522.30-46 001-2310-523.30-46 001-3010-530.30-46 001-4010-540.30-46		11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 Total	123.59 506.95 506.95 506.95 253.46 253.46 310.66 2,485.21 1,208.51 1,970.00 3,823.78 111.72 1,334.29 157.12 111.72 291.67 111.72 14,067.76
05/22/2024	83668	2998	TALBOT COUNTY REPURPOSE	24-11284 24-11284	DISPOSE ASPHALT, CONCRETE DISPOSE ASPHALT, CONCRETE	001-3040-530.30-34 001-3045-530.30-34		11/2024 11/2024 Total	280.00 100.00 380.00
05/22/2024	83669	726	TRANS UNION LLC	4405196	SVCS/EASTON POLICE	001-2010-520.30-31		11/2024 Total	127.14 127.14
05/22/2024	83670	2614	UNIFIRST CORPORATION	1430124712 1430124716 1430124716 1430124716 1430124718 1430124718 1430124719 1430124720	PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS	001-3025-530.30-36 001-3025-530.30-36 001-3040-530.30-36 001-3045-530.30-36 001-3010-530.30-36 001-3010-530.30-36 001-3040-530.30-36 001-3010-530.30-36		11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 Total	105.47 29.26 82.49 71.92 41.69 11.09 100.53 22.82 465.27
05/22/2024	83671	3145	USI INSURANCE SERVICES	1101923	SERVICES	001-1075-510.30-31		11/2024 Total	320.00 320.00
05/22/2024	83672	2251	VERIZON	050124		001-1200-512.30-41		11/2024	199.96

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05/22/2024	83672	2251	VERIZON	050124 050124 050124		001-2010-520.30-41 001-2210-522.30-41 001-3010-530.30-41		11/2024 11/2024 11/2024 Total	67.53 73.57 67.53 408.59
05/22/2024	83673	2423	VERIZON BUSINESS	67789180		001-2010-520.30-41		11/2024 Total	43.23 43.23
05/22/2024	83674	714	VERIZON WIRELESS	9962366925	CELL PHONES/POLICE DEPT	001-2010-520.30-41		11/2024 Total	4,259.83 4,259.83
05/22/2024	83676	918	ZEP SALES & SERVICE	9009754278 9009758977	APPARATUS CLEANER APPARATUS CLEANER	001-2110-521.30-52 001-2110-521.30-52		11/2024 11/2024 Total	235.98 120.62 356.60
05/22/2024	83677	2784	1000 BULBS	W04028162	OTHER	001-1060-510.30-48		11/2024 Total	227.23 227.23
05/29/2024	83718	2689	AMAZON CAPITAL SERVICES	1DPT-GQ1H-XVJ3 1KXC-V4LP-KX91 1LWR-L9DX-R691 14NV-VW74-MVJV	OTHER OTHER OTHER OTHER	001-2010-520.30-35 001-3010-530.10-26 001-2010-520.30-35 001-3010-530.10-26		11/2024 11/2024 11/2024 11/2024 Total	127.00 1,059.00 114.01- 119.99 1,191.98
05/29/2024	83719	2806	BACKTOWN AUTOMOTIVE/ACC	2667 2686	MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS	001-3025-530.30-46 001-3040-530.30-46		11/2024 11/2024 Total	355.00 491.06 846.06
05/29/2024	83720	2914	BOUND TREE MEDICAL LLC	85344967	OTHER	001-2020-520.30-52		11/2024 Total	3,064.95 3,064.95
05/29/2024	83721	59	BRAMBLE INC, DAVID A	32628 32645	ASPHALT PATCH ASPHALT PATCH	001-3040-530.30-52 001-3040-530.30-52		11/2024 11/2024 Total	622.16 568.00 1,190.16
05/29/2024	83722	3079	CARROLL INDEPENDENT FUE	111849-925367 111849-925367 111849-925367 111849-925367 111849-925367 111849-925367 111849-925367 111849-925367 111849-925367 111849-925367 111849-925367 111849-925367 111849-925367 111849-925367 111849-925367 111849-925367	4/16-30/24 FUEL PURCHASES 4/16-30/24 FUEL PURCHASES 4/16-30/24 FUEL PURCHASES 4/16-30/24 FUEL PURCHASES 4/16-30/24 FUEL PURCHASES 4/16-30/24 FUEL PURCHASES 4/16-30/24 FUEL PURCHASES 4/16-30/24 FUEL PURCHASES 4/16-30/24 FUEL PURCHASES 4/16-30/24 FUEL PURCHASES 4/16-30/24 FUEL PURCHASES 4/16-30/24 FUEL PURCHASES 4/16-30/24 FUEL PURCHASES 4/16-30/24 FUEL PURCHASES 4/16-30/24 FUEL PURCHASES 4/16-30/24 FUEL PURCHASES	001-1400-514.30-55 001-2010-520.30-55 001-2020-520.30-55 001-2040-520.30-55 001-2210-522.30-55 001-2220-522.30-55 001-2310-523.30-55 001-3010-530.30-55 001-3025-530.30-55 001-3040-530.30-55 001-3045-530.30-55 001-4010-540.30-55		11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 Total	181.49 178.14 3,759.87 328.63 284.52 143.11 434.18 57.42 3,433.87 4,065.78 1,236.95 400.53 14,504.49
05/29/2024	83723	81	CHANNEL MARKER INC	6323	SVCS/EASTON POLICE	001-2010-520.30-31		11/2024 Total	1,800.00 1,800.00
05/29/2024	83724	1393	CRW FLAGS INC	2441025	OTHER	001-3040-530.30-52		11/2024	597.85

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05/29/2024	83725	3024	DELAWARE STATE POLICE	H 0424	TUITION/EASTON POLICE	001-2040-520.30-33		Total	597.85
								11/2024	1,150.00
								Total	1,150.00
05/29/2024	83726	170	EASTON UTILITIES	21877	APR 2024 ST LIGHT MAINT	001-3040-530.30-43		11/2024	73.13
								Total	73.13
05/29/2024	83727	170	EASTON UTILITIES	051024		001-2110-521.30-43		11/2024	679.40
				051024		001-2310-523.30-43		11/2024	82.71
				051024		001-4010-540.30-43		11/2024	566.29
								Total	1,328.40
05/29/2024	83728	150	EJ USA INC	110240029773		001-3045-530.30-52		11/2024	540.00
								Total	540.00
05/29/2024	83729	181	EWING DIETZ FOUNTAIN & 3	345	CORRIGAN/TRIPPE ANNEX.	001-1310-513.30-31	AN0020	11/2024	1,470.00
				345	LEGAL SVCS/RETAINER	001-1010-510.30-31		11/2024	7,421.00
				345	LEGAL SVCS/RETAINER	001-1050-510.30-31		11/2024	307.50
				345	LEGAL SVCS/RETAINER	001-1060-510.30-31		11/2024	328.00
				345	LEGAL SVCS/RETAINER	001-1065-510.30-31		11/2024	348.50
				345	LEGAL SVCS/RETAINER	001-1200-512.30-31		11/2024	246.00
				345	LEGAL SVCS/RETAINER	001-1310-513.30-31		11/2024	3,722.50
				345	LEGAL SVCS/RETAINER	001-2010-520.30-31		11/2024	61.50
				345	LEGAL SVCS/RETAINER	001-2210-522.30-31		11/2024	861.00
				345	LEGAL SVCS/RETAINER	001-2310-523.30-31		11/2024	2,173.00
				345	LEGAL SVCS/RETAINER	001-4010-540.30-31	24-26	11/2024	41.00
				345	LEGAL SVCS/RETAINER	001-6000-560.30-31		11/2024	562.00
								Total	17,542.00
05/29/2024	83730	2228	FIRST STATE INSPECTION	287917	MONTHLY INSP SVCS	001-2210-522.30-34		11/2024	3,500.00
								Total	3,500.00
05/29/2024	83731	2624	FLUHARTY'S ELECTRIC	A00113635		001-4010-540.30-52		11/2024	131.25
								Total	131.25
05/29/2024	83732	2051	FREEMIRE & ASSOCIATES I	2401499		001-4010-540.30-46		11/2024	2,145.93
								Total	2,145.93
05/29/2024	83734	2026	INTERNATIONAL ASSOCIATI	M24-11751	MEMBERSHIP RENEWAL	001-2010-520.30-54		11/2024	65.00
								Total	65.00
05/29/2024	83735	2889	LEDNUM, TRACY PETTY CAS	052424	TOE PETTY CASH	001-1070-510.30-52		11/2024	16.88
				052424	TOE PETTY CASH	001-1400-514.30-37		11/2024	46.64
				052424	TOE PETTY CASH	001-1400-514.30-56		11/2024	15.00
				052424	TOE PETTY CASH	001-2210-522.30-35		11/2024	20.12
				052424	TOE PETTY CASH	001-2310-523.30-49		11/2024	360.00
				052424	TOE PETTY CASH	001-3010-530.30-41		11/2024	10.20
				052424	TOE PETTY CASH	001-4010-540.30-41		11/2024	317.19
								Total	786.03
05/29/2024	83736	2289	M SAVAGE LANDSCAPE VEG.	051624	STUMP GRINDING	001-3040-530.30-34		11/2024	350.00
								Total	350.00

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05/29/2024	83737	322	MARYLAND ENVIRONMENTAL	336365 616094	5/1-15/24 WASTE SVCS 5/1-15/24 WASTE SVCS	001-3025-530.30-34 001-3025-530.30-34		11/2024 11/2024 Total	33,321.02 906.98 34,228.00
05/29/2024	83738	2830	MCCI LLC	RN17694 RN17694 RN17694 RN17694 RN17694 RN17694 RN17694 RN17694 RN17694 RN17694 RN17694 RN17694 RN17694 RN17694 RN17694	LASERFICHE ANNUAL RENEWAL LASERFICHE ANNUAL RENEWAL LASERFICHE ANNUAL RENEWAL LASERFICHE ANNUAL RENEWAL LASERFICHE ANNUAL RENEWAL LASERFICHE ANNUAL RENEWAL LASERFICHE ANNUAL RENEWAL LASERFICHE ANNUAL RENEWAL LASERFICHE ANNUAL RENEWAL LASERFICHE ANNUAL RENEWAL LASERFICHE ANNUAL RENEWAL LASERFICHE ANNUAL RENEWAL LASERFICHE ANNUAL RENEWAL LASERFICHE ANNUAL RENEWAL LASERFICHE ANNUAL RENEWAL	001-1010-510.30-46 001-1050-510.30-46 001-1060-510.30-46 001-1065-510.30-46 001-1070-510.30-46 001-1075-510.30-46 001-1200-512.30-46 001-1310-513.30-46 001-1400-514.30-46 001-2010-520.30-46 001-2110-521.30-46 001-2210-522.30-46 001-2220-522.30-46 001-2310-523.30-46 001-3010-530.30-46 001-4010-540.30-46		11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 Total	39.18 39.18 39.18 19.59 19.59 24.01 192.06 93.40 152.24 295.51 8.63 103.12 12.14 8.63 22.54 8.62 1,077.62
05/29/2024	83739	2533	MCI	051124		001-2010-520.30-41		11/2024 Total	70.80 70.80
05/29/2024	83740	2867	MONTGOMERY IRRIGATION	152119948	SPRING START UP/REPAIRS	001-4010-540.30-46		11/2024 Total	610.42 610.42
05/29/2024	83741	2478	MUNICIPAL EMERGENCY SER	IN2051113		001-2020-520.30-37		11/2024 Total	1,642.46 1,642.46
05/29/2024	83742	2192	NORTHERN SAFETY CO INC	906198972	MAXIFLEX ULTIMATE GLOVES	001-3040-530.30-52		11/2024 Total	139.75 139.75
05/29/2024	83743	375	PAPER PEOPLE, THE	111662 111775 111775 111775 111775	OTHER OTHER OTHER OTHER OTHER	001-1200-512.30-52 001-1200-512.30-52 001-2210-522.30-52 001-2220-522.30-52 001-4010-540.30-52		11/2024 11/2024 11/2024 11/2024 11/2024 Total	1,931.22 157.40 78.70 78.70 78.70 2,324.72
05/29/2024	83744	389	PIERSON COMFORT GROUP L	QB060346	SERVICES	001-4010-540.30-44		11/2024 Total	285.00 285.00
05/29/2024	83745	2216	QUADIENT LEASING USA IN	Q1331933	LEASE PAYMENT	001-1200-512.30-46		11/2024 Total	479.97 479.97
05/29/2024	83746	411	QUILL CORPORATION	38486685 38486685 38486685 38507378 38507378 38507378	OTHER OTHER OTHER OTHER OTHER OTHER	001-2010-520.30-51 001-2010-520.30-52 001-2040-520.30-52 001-1200-512.30-51 001-2210-522.30-51 001-4010-540.30-51		11/2024 11/2024 11/2024 11/2024 11/2024 11/2024	199.95 254.21 511.00 38.32 38.32 38.32

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05/29/2024	83746	411	QUILL CORPORATION	38611522 38612288 38618092	OTHER OTHER OTHER	001-3010-530.30-51 001-1200-512.30-51 001-1200-512.30-51		11/2024 11/2024 11/2024 Total	68.39 13.12 37.04 1,198.67
05/29/2024	83747	3190	S&B LANDSCAPING LLC	INV0098 INV0099 INV0100 INV0101 INV0102 INV0103	MOW 108 N PART ST MOW 112 N HAMMOND ST MOW 708 DOVER ST MOW 507 AUGUST ST MOW 123 & 125 S LOCUST LN MOW 66 JOHNSON ST	001-2220-522.30-34 001-2220-522.30-34 001-2220-522.30-34 001-2220-522.30-34 001-2220-522.30-34 001-2220-522.30-34		11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 Total	60.00 55.00 55.00 60.00 40.00 60.00 330.00
05/29/2024	83749	486	TALBOT COUNTY CHAMBER O	73118	LUNCHEON	001-1010-510.30-39		11/2024 Total	35.00 35.00
05/29/2024	83751	2614	UNIFIRST CORPORATION	1430125794 1430125795 1430125795 1430125795 1430125796 1430125796 1430125797 1430125798 1430126843 1430126844 1430126844 1430126844 1430126845 1430126845 1430126846 1430126847	PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS PUBLIC WORKS UNIFORMS	001-3025-530.30-36 001-3025-530.30-36 001-3040-530.30-36 001-3045-530.30-36 001-3010-530.30-36 001-3010-530.30-46 001-3040-530.30-36 001-3010-530.30-36 001-3025-530.30-36 001-3025-530.30-36 001-3040-530.30-36 001-3045-530.30-36 001-3010-530.30-36 001-3010-530.30-46 001-3040-530.30-46 001-3010-530.30-46		11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 Total	105.47 29.26 82.49 58.90 41.69 11.09 100.53 22.82 105.47 29.26 82.49 65.48 41.69 11.09 100.53 22.82 911.08
05/29/2024	83752	2251	VERIZON	051324 051324A 051324A 051324A 051324A 051324A 051324A 051324A 051324A 051324A 051324A 051324A 051324A 051324A 051324A		001-2110-521.30-41 001-1010-510.30-41 001-1050-510.30-41 001-1060-510.30-41 001-1065-510.30-41 001-1200-512.30-41 001-1310-513.30-41 001-2210-522.30-41 001-2220-522.30-41 001-2310-523.30-41 001-3010-530.30-41 001-4010-540.30-41		11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 11/2024 Total	1,008.17 5.65 13.94 11.76 24.82 33.54 24.82 33.54 24.82 33.54 217.72 11.33 1,443.65
05/29/2024	83753	2251	VERIZON	051324		001-2010-520.30-41		11/2024 Total	1,055.80 1,055.80
05/29/2024	83754	1220	XEROX CORPORATION	021311393	COPIER MAINT	001-2010-520.30-46		11/2024 Total	11.39 11.39

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-----					202 Checks	** Fund Total		997,621.13

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05/01/2024	83493	2765 CHESAPEAKE LEAD PAINT	I 123/125-041924	LEAD INSPECTIONS	120-5000-550.60-65	TC1704	10/2024 Total	730.00 730.00
05/08/2024	83551	3133 PAIGE INDUSTRIAL SERVIC	2240-011 2241-011	SVCS/123 S LOCUST LN SVCS/125 S LOCUST LN	120-5000-550.60-65 120-5000-550.60-65	TC1703 TC1704	11/2024 11/2024 Total	2,000.00 1,714.24 3,714.24
05/15/2024	83583	170 EASTON UTILITIES	042924		120-5000-550.30-43	TC1703	11/2024 Total	132.78 132.78
05/22/2024	83633	2466 BARROW & SONS LLC	2488	SVCS/22 KELLY GIBSON ST	120-5000-550.30-34	TC0601	11/2024 Total	5,110.00 5,110.00
05/29/2024	83729	181 EWING DIETZ FOUNTAIN &	345	LEGAL SVCS/RETAINER	120-5000-550.30-31	TC0601	11/2024 Total	41.00 41.00
					5 Checks	** Fund Total		9,728.02

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/01/2024	83488	1575	B&H PHOTO-VIDEO	223250506	OTHER	390-1010-510.60-64	23-01	10/2024 Total	2,061.86 2,061.86
05/08/2024	83546	278	LOWE'S	01088 01303 01836 95033 99106		390-4010-540.60-63 390-4010-540.60-62 390-4010-540.60-62 390-4010-540.60-63 390-4010-540.60-62	24-23 20-36 20-36 24-23 20-36	11/2024 10/2024 10/2024 11/2024 10/2024 Total	94.78 93.50 43.17 135.40 5.29 372.14
05/15/2024	83576	2962	COASTAL RESOURCES INC	18	SVCS/WINDMILL STREAM REST	390-2310-523.60-63	ARP014	11/2024 Total	2,665.29 2,665.29
05/15/2024	83580	146	E D SUPPLY CO INC	6675-1337819 6675-1338558 6675-1338578 6675-1338603 6675-1339000 6675-1339001 6675-1341201	SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES CONDUIT/TRAFFIC SIGNAL	390-4010-540.60-62 390-4010-540.60-62 390-4010-540.60-62 390-4010-540.60-62 390-4010-540.60-62 390-4010-540.60-62 390-2310-523.60-63	20-36 20-36 20-36 20-36 20-36 20-36 19-38	10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 Total	31.44 126.77 249.85 3.10 11.60 6.27- 716.74 1,133.23
05/15/2024	83587	179	EWING INC, PAUL T	516467 516471 516696	TOPSOIL TOPSOIL	390-2310-523.60-63 390-2310-523.60-63 390-2310-523.60-63	21-19 21-19 24-17	10/2024 10/2024 11/2024 Total	441.00 392.00 819.60 1,652.60
05/15/2024	83590	2675	GT MID ATLANTIC	RSA062126-2	EQUIPMENT RENTAL	390-2310-523.60-63	21-19	11/2024 Total	781.25 781.25
05/15/2024	83607	3005	RELIABLE CONCRETE SERVI	1545 1546	CONCRETE SVCS CONCRETE SVCS	390-2310-523.60-63 390-2310-523.60-63	21-19 21-19	11/2024 11/2024 Total	3,956.50 3,330.00 7,286.50
05/15/2024	83609	2879	SCHUSTER CONCRETE READY	601161	CONCRETE	390-2310-523.60-63	21-19	11/2024 Total	2,055.15 2,055.15
05/22/2024	83627	2689	AMAZON CAPITAL SERVICES	1PMW-QY3P-1KR3	OTHER	390-2310-523.60-63	24-17	11/2024 Total	129.99 129.99
05/22/2024	83630	3051	ANIXTER INC	5969679-00	LIGHT POLE REPLACEMENT	390-2310-523.60-63	24-17	11/2024 Total	5,008.50 5,008.50
05/22/2024	83632	2119	APPLE FORD	188679	OTHER	390-2010-520.60-64	ARP330	11/2024 Total	44,255.00 44,255.00
05/22/2024	83653	2675	GT MID ATLANTIC	RSA062126-1	EQUIPMENT RENTAL	390-2310-523.60-63	21-19	11/2024 Total	2,495.00 2,495.00
05/22/2024	83665	2780	RUMMEL KLEPPER & KAHL L	22082.000-13 22083.000-13	EAST AVE STORM DR DESIGN HARRISON ST STORM DRAIN	390-2310-523.60-63 390-2310-523.60-63	ARP012 ARP011	11/2024 11/2024 Total	2,597.41 5,894.46 8,491.87

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/22/2024	83675	3222 WHITMOYER FORD INC	FTFGB84667 FTRGA23922 FTRGA24164 FTRGA24900 FW3541 FW3588	OTHER OTHER OTHER OTHER OTHER OTHER	390-2010-520.60-64 390-2010-520.60-64 390-2010-520.60-64 390-2010-520.60-64 390-2010-520.60-64 390-2010-520.60-64	ARP330 ARP330 ARP330 ARP330 ARP330 ARP330	11/2024 11/2024 11/2024 11/2024 11/2024 11/2024	45,838.00 45,838.00 45,838.00 45,838.00 40,038.00 40,038.00 263,428.00
05/29/2024	83717	2737 ALARM ENGINEERING INC	707990 707993	ACCESS SYSTEM/SOUTH BARN ACCESS CONTROL/NORTH BARN	390-4010-540.60-62 390-4010-540.60-62	20-36 20-36	11/2024 11/2024	2,899.39 120.49 3,019.88
05/29/2024	83718	2689 AMAZON CAPITAL SERVICES	1CWT-7W4G-X34F	OTHER	390-1010-510.60-64	23-01	11/2024 Total	54.98 54.98
05/29/2024	83728	150 EJ USA INC	110240029773		390-2310-523.60-63	24-16	11/2024 Total	540.00 540.00
05/29/2024	83733	2794 GILLESPIE PRECAST LLC	121279		390-2310-523.60-63	21-19	11/2024 Total	2,139.85 2,139.85
05/29/2024	83748	2879 SCHUSTER CONCRETE READY	603168 603870		390-2310-523.60-63 390-2310-523.60-63	24-17 24-17	11/2024 11/2024 Total	992.18 1,232.28 2,224.46
05/29/2024	83750	2977 TREETOP PRODUCTS INC	INVTRE27151	OTHER	390-4010-540.60-63	23-83	11/2024 Total	616.86 616.86
					20 Checks	** Fund Total		350,412.41

TOWN OF EASTON
CHECK REGISTER BY FUND

Prepared: 05/30/2024, 8:37:39
Program: GMI79L
Bank: 00 SHORE UNITED BANK

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/01/2024	83505	18 JOHNSON CONTROLS SECURI	40038149		601-6000-560.30-46	EDMY01	10/2024 Total	226.29 226.29
05/08/2024	83521	801 ARNESEN TERMITE/PEST CO	101342	PEST SVCS/DIST CT BLDG	601-6000-560.30-46	EDMY01	11/2024 Total	70.00 70.00
05/08/2024	83531	170 EASTON UTILITIES	042324		601-6000-560.30-43	EDMY01	10/2024 Total	1,290.86 1,290.86
05/08/2024	83550	826 MR ROOTER MID-SHORE	54073	SVCS/DIST CT BLDG	601-6000-560.30-46	EDMY01	10/2024 Total	450.00 450.00
05/22/2024	83666	1029 SHORE JANITORIAL SERVIC	0085	JANITORIAL SVCS	601-6000-560.30-34	EDMY01	11/2024 Total	2,700.00 2,700.00
					5 Checks	** Fund Total		4,737.15
					232 Checks	*** Bank Total		1,362,498.71
					232 Checks	**** Grand Total		1,362,498.71

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Program: GW179L		CHECK REGISTER BY FUND - RECAP		
BANK	NAME	FUND	AMOUNT	
00	SHORE UNITED BANK	001 GENERAL FUND	997,621.13	
		120 CDBG	9,728.02	
		390 CAPITAL EQUIPMENT FUND	350,412.41	
		601 LAND ENTERPRISE	4,737.15	
		Total	1,362,498.71 *	
Grand Total			1,362,498.71 *	