



Town Council AGENDA

Monday, June 17, 2024 - 5:30 PM
Council Chambers, Easton Town Office
14 S Harrison Street

4:30 PM Workshop with Park Board.

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

Opening remarks and Pledge of Allegiance by Councilmember Curry.

Approval of Minutes.

Minutes of the June 3, 2024 meeting.

Municipal Official Items.

Items by Mayor Cook.

Presentation of Proclamation to Charles Jenkins for Years of Service.

Items by Town Manager

Public Assembly Events:

IBPOE of the World - June 30: 3pm

The Factory Arts Project - July 12-14, July 19-21: 7-10pm

For All Seasons Backpack Giveaway - August 20: 5:30 - 7pm

Items by Town Attorney.

Public Hearings.

cont'd. PUBLIC HEARING (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."

5:35 PM PUBLIC HEARING to discuss and receive public comments on Ordinance No. 822, "AN ORDINANCE OF THE TOWN OF EASTON ADDING A NEW CHAPTER 6C OF THE CODE OF THE TOWN OF EASTON TO ADOPT PROVISIONS RELATED TO ILLICIT DISCHARGES."

5:40 PM PUBLIC HEARING to discuss the request of Lane Engineering LLC (The Applicant) on behalf of NAI Saturn Eastern, LLC (The Owner) and Miller Development Corporation, for a proposed Planned Unit Development (PUD) - Infill. The property is located at 139 N Washington Street.

5:45 PM cont'd. PUBLIC HEARING "ON THE PETITION OF SHORE HEALTH SYSTEM, INC. TO ENTER INTO AN AMENDMENT TO AN EXISTING DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT."

5:50 PM PUBLIC HEARING to obtain views of citizens regarding Ord. 824, "AN ORDINANCE OF THE TOWN OF EASTON TO CARRY FORWARD CERTAIN CAPITAL FUND EXPENDITURES INTO FISCAL YEAR 2025."

Legislation.

Res. No. 6185, "A RESOLUTION TO ANNEX A PARCEL OF LAND OWNED BY CORRIGAN & TRIPPE VENTURES, LLC LOCATED ON THE EAST SIDE OF OCEAN GATEWAY/US 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/US ROUTE 50 CONSISTING OF 17.329 ACRES OF LAND, MORE OR LESS."

Approval of the Annexation and Public Facilities Agreement.

Ord. No. 822, "AN ORDINANCE OF THE TOWN OF EASTON ADDING A NEW CHAPTER 6C OF THE CODE OF THE TOWN OF EASTON TO ADOPT PROVISIONS RELATED TO ILLICIT DISCHARGES."

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."

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, INSPECTIONS, CERTIFICATE AND OTHER FEES."

Res. No. 6189, "A RESOLUTION OF THE TOWN OF EASTON APPROVING AND ADOPTING THE FIRST AMENDMENT TO TOWN OF EASTON, MARYLAND EMPLOYEES' PENSION PLAN 2021 RESTATEMENT."

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.

Proclamation

32 Years of Service

- WHEREAS,** *Charles Jenkins*, fondly referred to as “*Nut*” has served this community for many years, working for the Town of Easton Police Department as a Crossing Guard since August 31, 1992; and
- WHEREAS,** *Charles* has been an outstandingly, influential, welcoming face for the children and motorists he encounters on a daily basis, and
- WHEREAS,** *Nut*, during the years, has exhibited careful performance in his duties in our community, and has now announced that he will retire on June 23, 2024; and
- WHEREAS,** he has earned the admiration of the people he has come in contact with who are proud to call him friend.
- WHEREAS,** in recognition of your 32 years of service with the Town of Easton, it is a pleasure to present this Proclamation and extend congratulations and thanks for many years of service.
- NOW, THEREFORE,** the Mayor and Council and all our citizens, do hereby recognize *Charles Jenkins* and extend to him our appreciation for his 32 years of service and our best wishes for continued success in all his future endeavors.

In witness whereof, I have hereunto set my hand and caused the Seal of the Town of Easton, Maryland to be affixed this seventeenth day of June in the year of our Lord two thousand twenty-four.

Megan JM Cook
Mayor

Attest:

Kathy M. Ruf, Town Clerk

Seal:

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Cook and Don Richardson
DATE: June 13, 2024
PREPARED BY: 1st Sgt. Patrick Sally 0135

EVENT: Back to School Supplies Giveaway and Resource Fair

APPLICANT: Carly Palmer – For All Seasons

LOCATION: Idlewild Park

DATE/TIME: August 20, 2024 5:30pm. to 7pm.

ATTENDANCE: Approx. 500 - 1000

PURPOSE: Provide needed school supplies and health resources

DETAILS:

- Event is at Idlewild Park and will give out school resources to the community. A moderately amplified small band in attendance

SPECIAL REQUESTS:

- None

EPD CONCERNS:

- None

APPROXIMATE COST:

- No Cost for the Police Department

RECOMMENDATIONS: Approve

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Cook and Don Richardson
DATE: June 10, 2024
PREPARED BY: 1st Sgt. Patrick Sally 0135
PAP #: 24-029

EVENT: The Factory Arts Project – Theatrical Event

APPLICANT: Benjamin Van Nest

LOCATION: Talbot Historical Gardens

DATE/TIME: July 12-13-14, 2024 6pm to 10pm for street closure
July 19-20-21, 2024 7pm to 10pm for event
3pm No Parking signs go out

ATTENDANCE: 120

PURPOSE: Entertainment

DETAILS:

- Outdoor Theatrical Performance

SPECIAL REQUESTS:

- Street closure of Glenwood Ave. from S. Washington St. to West St., to allow for people to gather and watch the performance.

EPD CONCERNS:

- No EPD concerns.

APPROXIMATE COST:

- No Cost

RECOMMENDATIONS:

Recommended

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Cook and Don Richardson
DATE: June 13, 2024
PREPARED BY: 1st Sgt. Patrick Sally 0135

EVENT: Annual Elk's Parade

APPLICANT: Larry Britt – IBPOE of the World

LOCATION: Glenwood / West Street and surrounding area

DATE/TIME: June 30, 2024 3pm

ATTENDANCE: 200

PURPOSE: Annual parade

DETAILS:

- Parade will start in the District Court parking lot, proceed south onto Pleasant Alley and then east on Port St, north on Washington St, west on Glenwood Ave, end at District Court parking lot off of Glenwood Ave.
- Grandstand will be located at Glenwood Ave and West St intersection

SPECIAL REQUESTS:

- Request "No Parking" and barricades be posted along West Street from Glenwood Ave to Lot 3 to allow for parking of Elks members
- Request EPD to provide traffic control and security during the parade

EPD CONCERNS:

- EPD anticipates keeping a contingent of overtime officers on-duty after the parade to provide security and address quality of life issues, as necessary and depending on crowd size.

APPROXIMATE COST:

- 16 officers to provide traffic control and security **during the parade** (4 hrs @ \$65.00/hr) = **\$4,100**
- Posting of No Parking signs and staging of barricades will be handled by on-duty personnel

RECOMMENDATIONS: Approve

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.

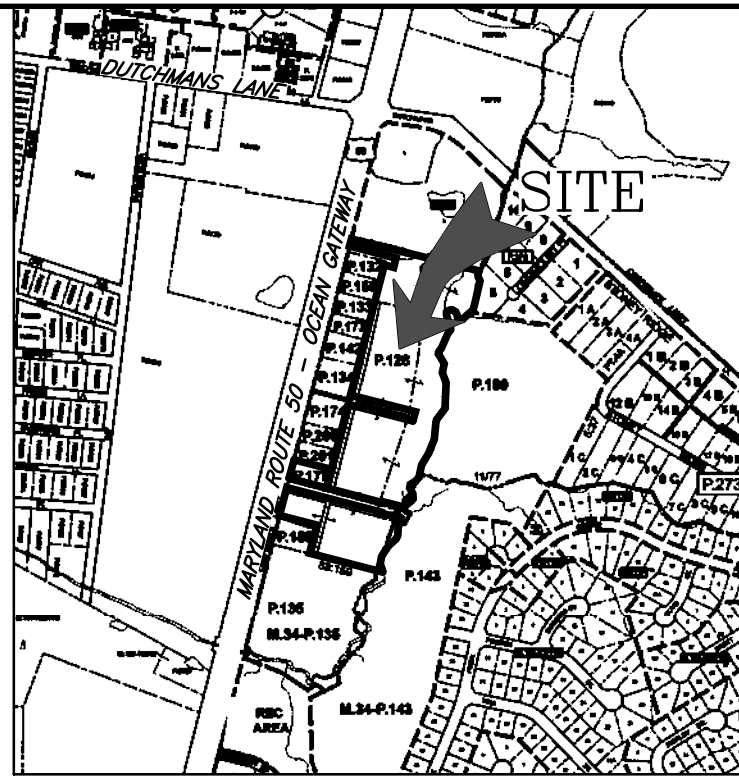
WITNESS my hand and Notarial Seal.

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



VICINITY MAP
SCALE: 1" = 1000'

[illegible]

PROPERTY OWNER: CORRIGAN AND TRIPPE VENTURES LLC
PROPERTY ADDRESS: OCEAN GATEWAY
EASTON, MARYLAND 21601
DEED REFERENCE: 2937/5
PLAT REFERENCE: 23/46 AND 52/18

AREA TO BE ANNEXED

TAX PARCEL 175 (DEED PARCEL ONE):	0.459	AC.±
TAX PARCEL 128 (DEED PARCEL TWO):	15.857	AC.±
FIRST STREET:	0.057	
SECOND STREET:	0.401	AC.±
THIRD STREET:	0.555	AC.±
TOTAL AREA TO BE ANNEXED:	17.329	AC.±

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, AND COMPLIES WITH THE 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.

[Signature]
JEFFERS BY EWELL HUBBARD
REGISTERED PROPERTY LINE SURVEYOR
MARYLAND REGISTRATION No. 363
LANE ENGINEERING, LLC
117 BAY STREET
EASTON, MARYLAND 21601

1/5/24
DATE

Lane Engineering, LLC

Established 1986
Civil Engineers • Land Planning • Land Surveyors



E-mail: general@leinc.com
117 Bay St. Easton, MD 21601 (410) 822-8003
15 Washington St. Cambridge, MD 21613 (410) 221-0818
354 Pennsylvania Ave. Centreville, MD 21617 (410) 758-2095



11/5/24 DATE

ANNEXATION
PLAT

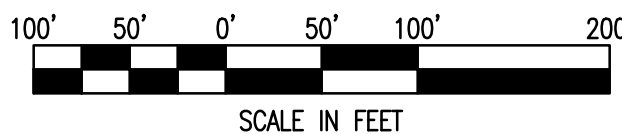
ON THE LANDS OF
CORRIGAN
AND
TRIPPE VENTURES, LLC

IN THE FIRST ELECTION DISTRICT
TALBOT COUNTY, MARYLAND
TAX MAP 34, GRID 24, PARCEL 128

ISSUED FOR:	DATE:	BY:
DRAFT - CLIENT REVIEW	12-21-23	BCE
CLIENT REVIEW	01-02-24	BCE
AGENCY SUBMITTAL	01-05-24	BCE

SHEET No. 1 OF 1	DATE: 12-21-23
SCALE: AS NOTED	JOB No. 230265
	FILE No. 1110

LEGEND



NAD 83 (2011)
MD COORDINATE SYSTEM



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 "Philip" and last name "Toussaint" clearly legible.

Easton Planning and Zoning Commission

Philip Toussaint, Vice-Chair

TOWN OF EASTON
NOTICE OF PUBLIC HEARING
Ord. 822 Adding a New Chapter 6C of the Code

The Council of the Town of Easton will hold a public hearing on Monday, June 17, 2024 at 5:35 P.M. in the Council Meeting Room, 14 South Harrison Street. The purpose of this hearing is to discuss and receive public comments on Ordinance No. 822, "AN ORDINANCE OF THE TOWN OF EASTON ADDING A NEW CHAPTER 6C OF THE CODE OF THE TOWN OF EASTON TO ADOPT PROVISIONS RELATED TO ILLICIT DISCHARGES."

Persons wishing to attend or participate in the public hearing who require special accommodations or assistance because of a disability should contact the Town Clerk, Kathy Ruf at the Town Office, telephone number (410) 822-2525 during normal business hours by June 14, 2024.

Kathy M. Ruf
Town Clerk

Note to Star Democrat: Please publish the above ad in the Sunday, June 9, 2024 issue of the Star Democrat and send a Certificate of Publication to: Town Clerk, Town of Easton, P.O. Box 520, Easton, MD 21601.



TOWN OF EASTON
Planning & Zoning Department
P.O. Box 520
Easton, Maryland 21601

May 24, 2024

Brett Ewing
Lane Engineering, LLC
117 Bay Street
Easton, Maryland 21601

Re: PUD Infill Application 2024 - 1182
139 N. Washington Street
Tax Map 0104, Grid 0EA, Parcel 0621
Easton, Maryland 21601

Dear Mr. Ewing:

At their regularly scheduled meeting on May 16, 2024, the Town of Easton Planning Commission reviewed the above application to request sketch plat subdivision approval, and a recommendation to the Town Council regarding a Planned Unit Development (PUD) - Infill, to construct twenty-four (24) four-story townhomes and nine (9) single-family detached dwellings with associated parking, stormwater management facilities, and landscaping. The applicant also indicated that the project would provide private solid waste removal services.

The Commission voted 4-0 to approve the sketch subdivision plan subject to the Town Council's approval of the PUD - Infill request.

The Commission also voted 4-0 to forward a positive recommendation of approval for the PUD - Infill application and to find the request consistent with the Town's Comprehensive Plan subject to the following conditions:

1. The applicant shall coordinate with the Town Engineer and State Highway Administration to obtain approval of the Traffic Impact Study.
2. The applicant shall address all Easton Staff Development Review (ESDR) comments intended to be complete during the Preliminary Site Plan review.



Any person aggrieved by this decision may, within thirty (30) days of the Planning Commission's decision, file an appeal with the Town Planner and with the Board of Zoning Appeals specifying the grounds thereof. Should you have questions concerning the above finding, please contact this office at 410-822-1943.

Sincerely,

Samantha N. Smith

Samantha N. Smith, Administrative Specialist
Planning & Zoning Department
410-822-1943 ssmith@eastonMD.gov

CC: Miller Development Corporation, % Robert Miller

TALBOT COUNTY, MARYLAND

Date: 04/29/2024 -- 8:56am User: jcarroll Project Manager: BCE
Drawing Path: C:\web\AcPublish\11068\CSK-PUD-PLTS-240014.dwg | 2-Aerial Context Plan
XREF File(s): VLD-BASE-240014/2024-03-18-CAR/CSF-SRCE-240014/CSK-BASE-240014/CBS-BASE-2436-240014/RAR-BASE-240014/RLD-EUC-OLD-BASE-240014/CSW-CSK-BASE-240014/XRN-PUD-BASE-240014/LP-PUD-BASE-240014



APPROVED:
TOWN OF EASTON - TOWN PLANNER
DATE
APPROVED:
TOWN OF EASTON - TOWN ENGINEER
DATE

APPROVED:
EASTON PLANNING COMMISSION
DATE

REVISIONS TO APPROVED PLANS			
No.	DATE	DESCRIPTION	BY

WARNING!!
THE LOCATIONS OF EXISTING UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. THE QUANTITIES SHOWN ON THIS PLAN ARE FOR INFORMATIONAL AND PERMITTING PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES TO HIS OWN SATISFACTION PRIOR TO BEGINNING CONSTRUCTION.

THE CONTRACTOR SHALL TEST PIT AND LOCATE EXISTING UNDERGROUND UTILITIES PRIOR TO THE BEGINNING OF ANY WORK ON-SITE. THE CONTRACTOR SHALL NOTIFY DEPT. OF PUBLIC WORKS OF ANY POSSIBLE CONFLICT AND REQUEST THE RELOCATION OF THE EXISTING UNDERGROUND UTILITIES BEFORE BEGINNING ANY WORK ON-SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY RELOCATION EXPENSE.

Lane Engineering, LLC
Established 1986
Civil Engineers • Land Planning • Land Surveyors

117 Bay St. Easton, MD 21801 (410) 822-8003
15 Washington St. Centreville, MD 21613 (410) 221-0818
354 Pennsylvania Ave. Centreville, MD 21617 (410) 758-2095

PROFESSIONAL CERTIFICATION: I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland. License No. 45188, Expiration Date: 12/28/2025.

4-26-24

AERIAL
CONTEXT PLAN

ON THE LANDS OF
NAI SATURN EASTERN, LLC

IN THE TOWN OF EASTON, WARD DISTRICT 1
TALBOT COUNTY, MARYLAND
TAX MAP 104 TAX PARCEL 612

ISSUED/REVISED FOR: DATE: BY:
ESDR 04/03/24 BCE
PC 04/26/24 BCE

SHEET No. 2 OF 6
SCALE: AS NOTED
JOB No. 240014
FILE No. B412

[illegible]

MISS UTILITY

DIG WITH CARE
CALL MISS UTILITY
KEEP MARYLAND SAFE

BEFORE YOU DIG CALL
1-800-441-8355 OR 811
PROTECT YOURSELF, GIVE
TWO WORKING DAYS NOTICE

PROFESSIONAL CERTIFICATION: I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 48188, Expiration Date: 12/28/2025.

SKETCH
SITE PLAN

ON THE LANDS OF
NAI SATURN EASTERN, LLC

IN THE TOWN OF EASTON, WARD DISTRICT 1
TALBOT COUNTY, MARYLAND
TAX MAP 104 TAX PARCEL 612

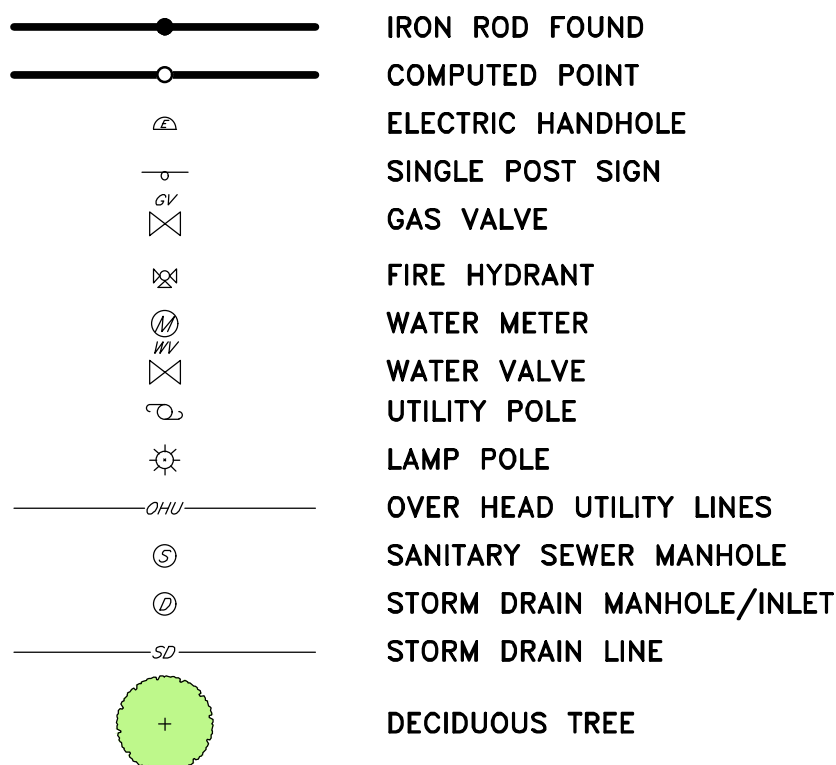
NAD 83 (2011)
MD COORDINATE SYSTEM

A graphic scale bar labeled "SCALE IN FEET". The bar is divided into segments of 10 feet each, with markings at 0', 10', 20', and 40'. The segments are alternating black and white.

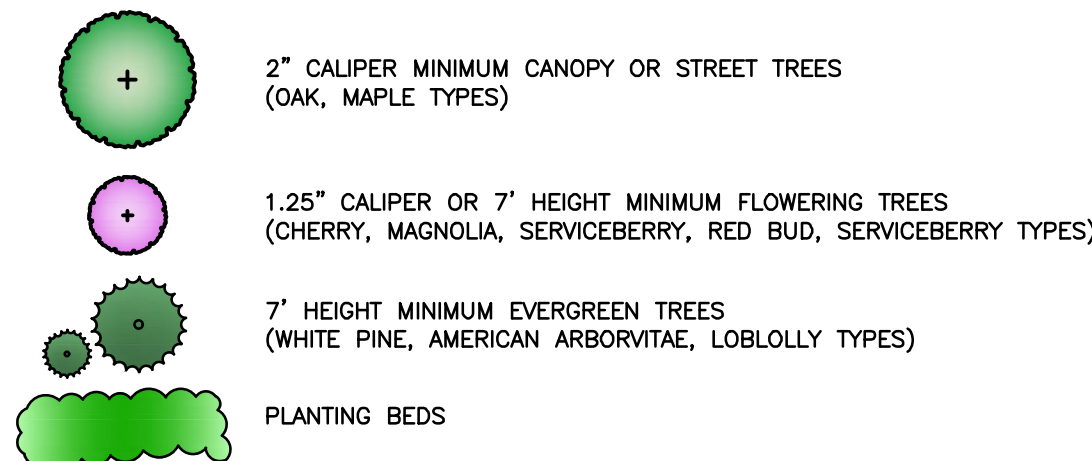
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Drawing Path: C:\webp\acPublish\11068\CSK-240014.dwg | 4-Illustrative
XREF File(s): VLD-BASE-240014/2024-03-18-CAR/CSF-SRCE-240014/CSK-BASE-240014/CBS-BASE-2436-240014/RAE-BASE-240014/RLD-EUC-OLD-BASE-240014/VSF-BASE-240014/XRN-PUD-BASE-240014/LP-PUD-BASE-240014



LEGEND



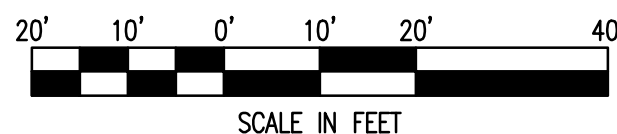
LANDSCAPE KEY



UNOBSTRUCTED VISION TRIANGLE AREA NOTE

40' UNOBSTRUCTED VISION TRIANGLE (AT THE INTERSECTION OF WASHINGTON AND BAY STREET) IN ACCORDANCE WITH THE TOWN OF EASTON ZONING ORDINANCE.

NOTE: THE LAYOUT AS SHOWN HEREON IS CONCEPTUAL ONLY AND NOT INTENDED TO BE UTILIZED FOR DESIGN OR CONSTRUCTION PURPOSES.



APPROVED:	PLANS ARE
TOWN OF EASTON - TOWN PLANNER	ISSUED FOR
DATE	REVIEW ONLY
APPROVED:	PLANS ARE NOT
TOWN OF EASTON - TOWN ENGINEER	APPROVED FOR
DATE	CONSTRUCTION

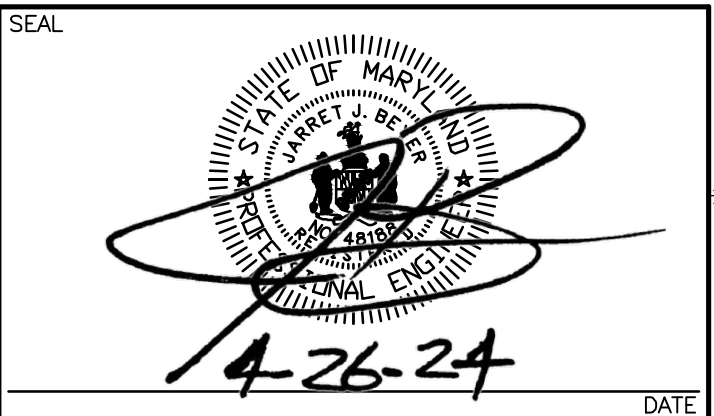
REVISIONS TO APPROVED PLANS			
No.	DATE	DESCRIPTION	BY

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E-mail: general@laneinc.com
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15 Washington St., Centreville, MD 21613 (410) 221-0818
354 Pennsylvania Ave., Centreville, MD 21617 (410) 758-2095

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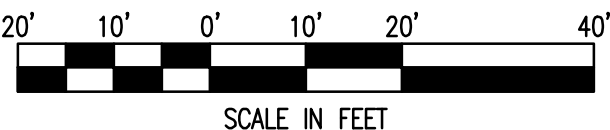
ILLUSTRATIVE SITE PLAN
ON THE LANDS OF
NAI SATURN EASTERN, LLC
IN THE TOWN OF EASTON, WARD DISTRICT 1
TALBOT COUNTY, MARYLAND
TAX MAP 104 TAX PARCEL 612

ISSUED/REVISED FOR:	DATE:	BY:
ESDR	04/03/24 BCE	04/26/24 BCE
PC		
SHEET No.	4 OF 6	JOB No. 240014
SCALE:	AS NOTED	FILE No. B412

Date: 04/29/2024 - 8:56am User: jcorrell Project Manager: BCE
Drawing Path: C:\web\AcPublish\11068\CSK-PUD-PLTS-240014.dwg | 5-SWM
XREF File(s): VLD-BASE-240014/2024-03-18-CAR/CSF-SRCE-240014/CSK-BASE-240014/CBS-BASE-2436-240014/PAR-BASE-240014/RLD-EUC-OLD-BASE-240014/VSF-BASE-240014/XRN-PUD-BASE-240014/LP-PUD-BASE-240014

SWM QUANTITY SUMMARY CHART													
POI	DA (ACRES)	IMPERVIOUS (ACRES)	RCN	Tc (MINUTES)	PRE 2 YEAR	POST 2 YEAR	WSE	PRE 10 YEAR	POST 10 YEAR	WSE	PRE 100 YEAR	POST 100 YEAR	WSE
1	1.50	0.04	-	2.9	7.06	3.87	-	11.15	6.93	-	-	-	-
2	0.06	0.01	-	1.3	0.33	0.15	-	0.53	0.30	-	-	-	-

ESD SUMMARY CHART													
DRAINAGE AREA	TYPE OF ESD PRACTICE	TYPE OF ESD PRACTICE (STRUCTURE NAME)	ON-SITE OR OFF-SITE STRUCTURE	RUNOFF CURVE NUMBER (RCN) WEIGHTED	MARYLAND GRID COORDINATE NAD 83 METERS NORTHING	MARYLAND GRID COORDINATE NAD 83 METERS EASTING	ESD PRACTICE TOTAL DRAINAGE AREA (ACRES)	ESD PRACTICE IMPERVIOUS DRAINAGE AREA (ACRES)	SURFACE AREA OF ESD PRACTICE (ACRES)	TARGET PE (IN)	ACTUAL PE (IN)	TARGET ESDv (FT ³)	ACTUAL ESDv (FT ³)
OVERALL	-	BAYFILTER 522	ON-SITE	-	-	-	1.52	1.50	-	1.0	1.0	952	1,250



NAD 83 (2011)
MD COORDINATE SYSTEM

APPROVED:

PLANS ARE ISSUED FOR REVIEW ONLY

TOWN OF EASTON - TOWN PLANNER DATE

APPROVED:

PLANS ARE NOT APPROVED FOR CONSTRUCTION

EASTON TOWN ENGINEER DATE

REVISIONS TO APPROVED PLANS

No.	DATE	DESCRIPTION	BY

WARNING!!

THE LOCATIONS OF EXISTING UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. THE QUANTITIES SHOWN ON THIS PLAN ARE FOR INFORMATIONAL AND PERMITTING PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES TO HIS OWN SATISFACTION PRIOR TO BEGINNING CONSTRUCTION.

THE CONTRACTOR SHALL TEST PIT AND LOCATE EXISTING UNDERGROUND UTILITIES PRIOR TO THE BEGINNING OF ANY WORK ON-SITE. THE CONTRACTOR SHALL NOTIFY DEPT. OF PUBLIC WORKS OF ANY POSSIBLE CONFLICT AND REQUEST THE RELOCATION OF THE EXISTING UNDERGROUND UTILITIES BEFORE BEGINNING ANY WORK ON-SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY RELOCATION EXPENSE.

MISS UTILITY

BEFORE YOU DIG CALL 1-800-441-8355 OR 811 PROTECT YOURSELF, GIVE TWO WORKING DAYS NOTICE

Lane Engineering, LLC

Established 1986

Civil Engineers • Land Planning • Land Surveyors

E-mail: general@leinc.com

117 Bay St. Easton, MD 21601 (410) 822-8003

15 Washington St. Centreville, MD 21613 (410) 221-0818

354 Pennsylvania Ave. Centreville, MD 21617 (410) 758-2095

PROFESSIONAL CERTIFICATION: I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland. License No. 45188 - Expiration Date: 12/28/2025

SEAL

STATE OF MARYLAND

ENGINEER

4-26-24

DATE

CONCEPTUAL SWM PLAN

ON THE LANDS OF NAI SATURN EASTERN, LLC

IN THE TOWN OF EASTON, WARD DISTRICT 1 TALBOT COUNTY, MARYLAND TAX MAP 104 TAX PARCEL 612

ISSUED/REVISED FOR: ESDR PC

DATE: 04/03/24 BCE

BY: 04/26/24 BCE

SHEET No. 5 OF 6

SCALE: AS NOTED

JOB No. 240014

FILE No. B412

Page 33 of 124



A scale bar labeled "SCALE IN FEET" is shown. It has markings at 20', 10', 0', 10', 20', and 40'. The bar is divided into segments of alternating black and white colors.



- LEGEND
- Brick paving
 - Planting or Lawn
 - Tree Grates

139 N. Washington St.

139 N. WASHINGTON ST. | EASTON, MD 20814
1ST ELECTION DISTRICT
TALBOT COUNTY, MD
WSSC GRID:
TAX MAP:
MNCPPC:

OWNER / CLIENT
MILLER GROUP
8120 Woodmont Ave, Ste 160 | Bethesda, MD 20814
202.752.9866 | www.miller.group

ARCHITECT
mauricewalters | architect
400 7th St NW, Ste 502 | Washington, DC 20004
202.675.1094 | www.mwaltersarchitect.com

CIVIL ENGINEER
Lane Engineering, LLC
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410.822.8003 | www.leinc.com

LANDSCAPE ARCHITECT
OEHME, VAN SWEDEN
800 G St SE | Washington, DC 20003
202.546.7575 | www.ovsla.com

LAND USE ATTORNEY
McAllister, DeTar, Showalter & Walker, LLC
100 N. West St | Easton, MD 21601
410.820.0222 | www.mdswlaw.com

Issues / Revisions

NO.	DESCRIPTION	DATE

Professional Seal



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NAME: MAURICE WALTERS
LICENSE No: 15649
EXPIRATION DATE: 09/03/2024

Drawing Title
LANDSCAPE PLAN

Sheet No.
L001

Scale 1/16"=1'-0"

EASTON PLANNING COMMISSION - 05.16.24

A photograph of a garden path. The path is made of light-colored gravel and is flanked on both sides by low, green hedges. Above the hedges, there are several trees with white blossoms, creating a canopy over the path. In the distance, at the end of the path, there is a large, blue, rounded urn or planter. The overall scene is lush and green, with a focus on the path leading towards the central feature.



A close-up photograph of a brick wall. The bricks are reddish-brown with some lighter, tan-colored bricks interspersed. They are laid in a running bond pattern. The top of the wall features a decorative arch made of bricks. Behind the wall, there is green foliage, including some purple flowers. The wall appears to be made of weathered bricks with some mortar visible between them.

[illegible]

STATE OF MARYLAND
MAURICE C. WALTERS
13216
ARCHITECT

NTS

Page 37 of 124



139 N. Washington St.

139 N. WASHINGTON ST. | EASTON, MD 20814

ST ELECTION DISTRICT
TALBOT COUNTY, MD
WSSC GRID:
TAX MAP:

NCPPC:

OWNER / CLIENT



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LAND USE ATTORNEY

eTar, Showalter & Walker, LLC

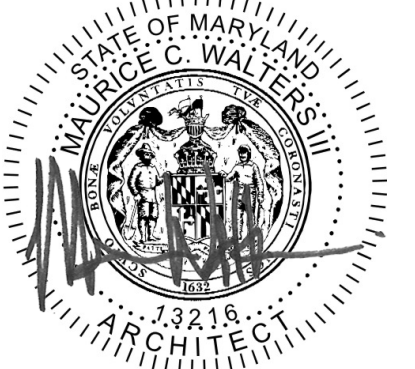
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[illegible]

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NAME: MAURICE WALTERS

LICENSE No: 15649
EXPIRATION DATE: 09/03/2024

Drawing Title

SITE RENDERING

Sheet No.

A001

Scale 1" = 40'-0"

EASTON TOWN COUNCIL - 06.17.24



○ KEY PLAN 1-40
1" = 40'-0"



VIEW FROM WASHINGTON ST TOWARD MEWS ENTRY



○ KEY PLAN 1-40
1" = 40'-0"

139 N. Washington St.

139 N. WASHINGTON ST. | EASTON, MD 20814

1ST ELECTION DISTRICT
TALBOT COUNTY, MD
WSSC GRID:
TAX MAP:

MNCPPC:

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NO.	DESCRIPTION	DATE

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NAME: MAURICE WALTERS
LICENSE No: 15649
EXPIRATION DATE: 09/03/2024

Drawing Title
SITE RENDERING

Sheet No.

A002

Scale 1" = 40'-0"

EASTON TOWN COUNCIL - 06.17.24



VIEW IN MEWS TOWARD WEST ST



○ KEY PLAN 1-40
1" = 40'-0"

139 N. Washington St.

139 N. WASHINGTON ST. | EASTON, MD 20814

1ST ELECTION DISTRICT
TALBOT COUNTY, MD
WSSC GRID:
TAX MAP:

NCPPC:

OWNER / CLIENT



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LAND USE ATTORNEY

McAllister, DeTar, Showalter & Walker, LLC

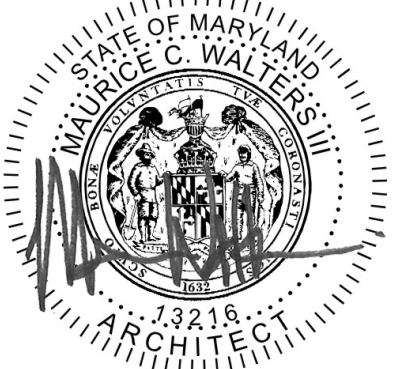
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[illegible]

Professional Seal



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NAME: MAURICE WALTERS

LICENSE No: 15649
EXPIRATION DATE: 00/00/00

EXPIRATION DATE: 09/03/2024

Drawing Title

SITE RENDERING

Sheet No.

A003

Scale

1" = 40'-0"

EASTON TOWN COUNCIL - 06.17.24



BAY ST.

VIEW AT MEWS ENTRY AT WEST ST



○ KEY PLAN 1-40
1" = 40'-0"

EASTON TOWN COUNCIL - 06.17.24

139 N. Washington St.

139 N. WASHINGTON ST. | EASTON, MD 20814

1ST ELECTION DISTRICT
TALBOT COUNTY, MD
WSSC GRID:
TAX MAP:

NCPPC:

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LAND USE ATTORNEY

McAllister, DeTar, Showalter & Walker, LLC

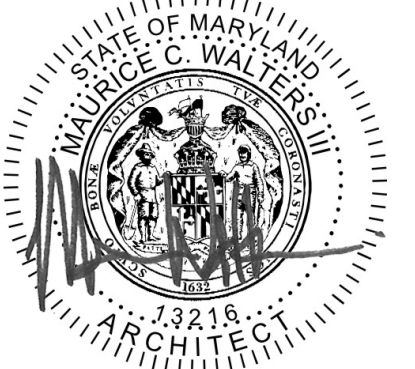
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[illegible]

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NAME: MAURICE WALTERS

LICENSE No: 15649
EXPIRATION DATE: 09/

Drawing Title

SITE RENDERING

Sheet No.

A004

Scale

$$1'' = 40'-0''$$



VIEW FROM WEST ST TOWARD MEWS ENTRY



○ KEY PLAN 1-40
1" = 40'-0"

EASTON TOWN COUNCIL - 06.17.24

139 N. Washington St.

139 N. WASHINGTON ST. | EASTON, MD 20814

1ST ELECTION DISTRICT
TALBOT COUNTY, MD
WSSC GRID:
TAX MAP:

NCPPC:

OWNER / CLIENT



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LAND USE ATTORNEY

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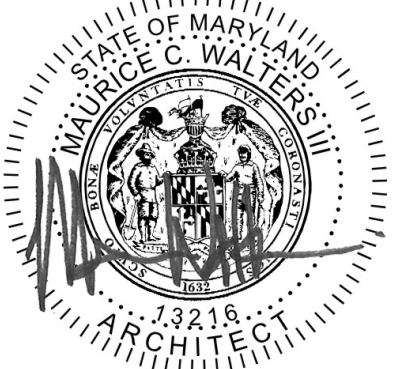
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[illegible]

Professional Seal



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NAME: MAURICE WALTERS

LICENSE No: 15649
EXPIRATION DATE: 09/03/2024

Drawing Title

SITE RENDERING

Sheet No.

A005

Scale

1" = 40'-0"



139 N. Washington St.

139 N. WASHINGTON ST. | EASTON, MD 20814

ST ELECTION DISTRICT
TALBOT COUNTY, MD
WSSC GRID:
TAX MAP:

NCPPC:

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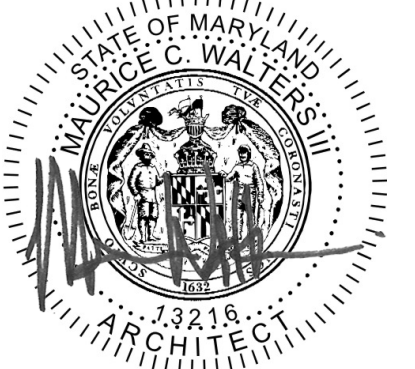
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NAME: MAURICE WALTERS

LICENSE No: 15649

EXPIRATION DATE: 09/03/2024

Drawing Title

SITE RENDERING

Sheet No.

A006

Scale

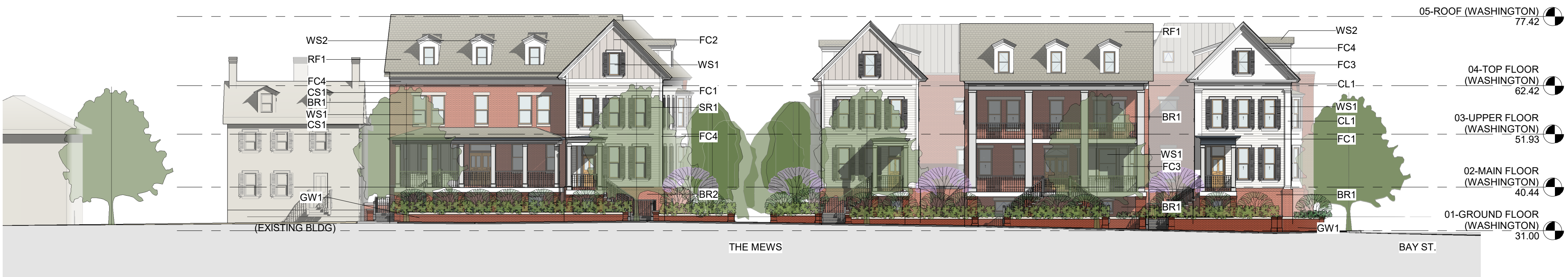
$$1'' = 40'-0''$$


○ KEY PLAN 1-40
1" = 40'-0"

VIEW FROM BAY ST TOWARD WASHINGTON ST.

EASTON TOWN COUNCIL - 06.17.24

Materials Legend	
Key Value	Keynote Text
BR1	BRICK A (RED)
BR2	BRICK B
BR3	BRICK C (RED)
BR5	STACKED BOND BRICK, MATCH BRICK
BR6	SOLDIER COURSE BRICK HEADER, MATCH BRICK
BR7	BRICK CORBEL, DETAIL, MATCH BRICK
BR8	CHECKERBOARD BRICK SPANDREL, MATCH BRICK
CL1	DECORATIVE PORCH COLUMNS AND ENTABLATURE
CS1	CAST STONE SILL,BAND/HEADER
CS2	CAST STONE COPING
DR1	TOWNHOUSE DOOR, SINGLE
DR2	TOWNHOUSE DOOR, DOUBLE
DR3	SECTIONAL ALUMINUM AND GLASS OVERHEAD GARAGE DOOR
DR4	TERRACE DOOR
FC1	CLAPBOARD SIDING (FIBER CEMENT)
FC2	VERTICAL SHIPLAP SIDING (FIBER CEMENT)
FC3	FIBER CEMENT PANEL
FC4	FIBER CEMENT TRIM
GW1	MASONRY GARDEN WALLS
MT1	DECORATIVE RAILING
MT2	STEEL LINTEL, PAINTED
RF1	SHINGLED ROOFING
RF3	STANDING SEAM METAL ROOF AND SIDING
SR1	SHUTTERS, OPERABLE
WS1	WINDOWS, HUNG OR AWNING
WS2	DORMER WINDOWS, HUNG OR AWING



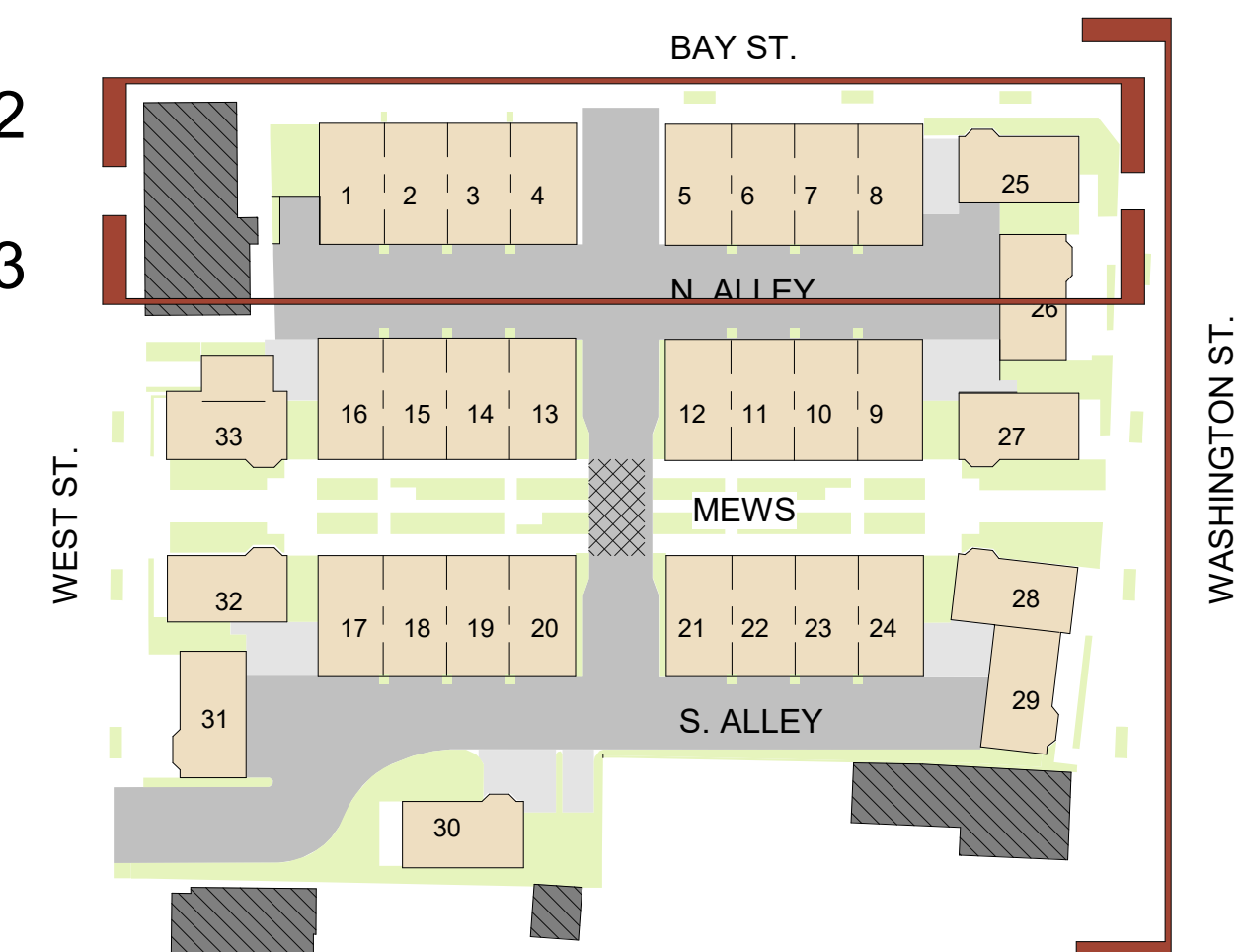
① Washington St - East Elevation
1/16" = 1'-0"



2 Bay Street - South Elevation
1/16" = 1'-0"



③ North Alley - North Elevation
1/16" = 1'-0"



139 N. Washington St.

39 N. WASHINGTON ST. | EASTON, MD 20814

ST ELECTION DISTRICT
TALBOT COUNTY, MD
WSSC GRID:
TAX MAP:

NCPPC:

OWNER / CLIENT



MILLER GROUP

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[illegible]

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NAME: MAURICE WALTERS
LICENSE No: 15649
EXPIRATION DATE: 09/03/2024

Drawing Title

SITE ELEVATIONS

Sheet No.

SD - 201

Scale As indicated

EASTON TOWN COUNCIL - 06.17.24

TOWN OF EASTON
NOTICE OF PUBLIC HEARING
Ord. 822 Adding a New Chapter 6C of the Code

The Council of the Town of Easton will hold a public hearing on Monday, June 17, 2024 at 5:35 P.M. in the Council Meeting Room, 14 South Harrison Street. The purpose of this hearing is to discuss and receive public comments on Ordinance No. 822, "AN ORDINANCE OF THE TOWN OF EASTON ADDING A NEW CHAPTER 6C OF THE CODE OF THE TOWN OF EASTON TO ADOPT PROVISIONS RELATED TO ILLICIT DISCHARGES."

Persons wishing to attend or participate in the public hearing who require special accommodations or assistance because of a disability should contact the Town Clerk, Kathy Ruf at the Town Office, telephone number (410) 822-2525 during normal business hours by June 14, 2024.

Kathy M. Ruf
Town Clerk

Note to Star Democrat: Please publish the above ad in the Sunday, June 9, 2024 issue of the Star Democrat and send a Certificate of Publication to: Town Clerk, Town of Easton, P.O. Box 520, Easton, MD 21601.

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.



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 "Philip" and last name "Toussaint" clearly legible.

Easton Planning and Zoning Commission

Philip Toussaint, Vice-Chair

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

Lane Engineering, LLC

Established 1986

Civil Engineers • Land Planning • Land Surveyors

15 Washington Street
Cambridge, Maryland 21613
Tel 410-221-0818

117 Bay Street
Easton, Maryland 21601
Tel 410-822-8003
Fax 410-822-2024

354 Pennsylvania Avenue
Centreville, Maryland 21617
Tel 410-758-2095

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

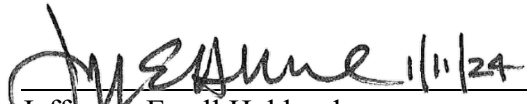
(4) South 04 degrees 02 minutes 10 seconds East, 11.12 feet to a point; thence

- (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



www.leinc.com
general@leinc.com



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

ORDINANCE NO. 822

AN ORDINANCE OF THE TOWN OF EASTON ADDING A NEW
CHAPTER 6C OF THE CODE OF THE TOWN OF EASTON TO
ADOPT PROVISIONS RELATED TO ILLICIT DISCHARGES

INTRODUCED BY: _____

WHEREAS, the United State Environmental Protection Agency (EPA) through 40 CFR Part 122 has revised the regulations governing regulated small municipal separate storm sewer systems (MS4); and

WHEREAS, the Town of Easton is a regulated small municipal separate storm sewer system through a General Permit issued by the Maryland Department of the Environment (MDE); and

WHEREAS, the General Permit for Discharges from Small Municipal Separate Storm Sewer Systems identifies the Minimum Control Measures for implementation to achieve compliance; and

WHEREAS, Illicit Discharge Detection and Elimination is one of the six Minimum Control Measures defined in the General Permit; and

WHEREAS, the General Permit requires that regulated municipalities adopt an ordinance that prohibits illicit discharge into the storm sewer system and establishes legal means for gaining access to private property to investigate and eliminate illicit storm drain system discharges; and

WHEREAS, the Town of Easton desires to add a new Chapter 6C of the Code of the Town of Easton to regulate illicit discharges into the municipal separate storm sewer system.

NOW, THEREFORE, be it ordained by the Town of Easton:

Section 1. The recitals set forth above are incorporated herein by reference and made a part of this Ordinance.

Section 2. Chapter 6C is hereby added to the Code of the Town of Easton to read as shown on the attached Exhibit A.

Section 3. The Town Engineer is authorized to adopt Standard Operating

Procedures and Forms which shall be consistent with the Code and other applicable law.

Section 4. If any section, clause, paragraph, sentence or phrase of the Ordinance or the application thereof to any person, property, or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the invalidity or unconstitutionality shall in no way affect other provisions or any other application of this Ordinance which can be given effect without the invalid or unconstitutional provision or application, and for this purpose the provisions of this Ordinance are declared severable.

Section 5. In accordance with Article II, Section 9 of the Easton Town Charter, this ordinance shall become effective on the later of twenty (20) calendar days after approval by the Mayor or passage of this ordinance by the Council over the Mayor's veto.

Curry	-
Abbatiello	-
Montgomery	-
Davis	-
Gunsallus	-

I hereby certify that the above Ordinance 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

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. 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
FY24-08 Fund 390-2010-520.60-64	Signal Sidearms now UAS Purchase	\$ 11,952
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 (480,000 less 425,598)	\$ 54,402
FY21-19 Fund 390-2310-523-60-62	Stormdrain Improvement (450,000 less 209,064)	\$240,936
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 (498,920 less 507,295 plus 53,600)	\$ 45,225
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
		\$9,009,344

SECTION 2. This Ordinance shall become effective July 7th 2024.

RESOLUTION NO. 6188 as amended

A RESOLUTION OF THE TOWN OF EASTON REVISING THE TOWNS LICENSE, APPLICATION, PERMITS, INSPECTIONS, CERTIFICATE AND OTHER FEES

INTRODUCED BY: _____

WHEREAS, by Resolution 6165, 6171 and 6188, the Town Council established a schedule for license, application, permits, inspection, certificates and other fees; and

WHEREAS, the Town Council wishes to repeal Resolution 6165 and 6171 and amend Resolution 6188 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 amendment to the schedule of fees, Resolution 6188, 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 calendar year	\$50.00
Third or Subsequent Violation within one calendar 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, etc. - 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 or Planned Healthcare (HC)*	\$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
(i.) 1-100 Square Feet	\$20.00 per square foot
(ii.) 101-500 Square Feet	\$17.00 per square foot
(iii.) >500 Square Feet	\$14.00 per square foot
(c) Driveway Apron Residential	\$20.00 per square foot
(d) Driveway Apron Commercial	\$20.00 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
(h) Street Patching (Asphalt)	\$24.00 per square foot
(i) Standard Billing Rate	\$50.00 per hour per employee
(j) Municipal Solid Waste Disposal	
(i.) Single Family Residence	\$240.00 per year
(ii.) Multi- Family	\$215.00 per unit per year
(iii.) Commercial	\$2,000.00 per existing 2 CY dumpster
(k) Municipal Recycling	
(i.) Single Family Residence	\$80.00 per unit per year
(ii.) Multi- Family	\$75.00 per unit per year
(iii.) Commercial	\$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/Talbot (Municipal) Based Business in Good Standing Recreational Organizations/Teams	\$0.00
(ii.) Non-Easton (Municipal) Based Business in Good Standing Out-of-Town/County Organizations/Teams	\$35.00
(iii) Travel Organization/Teams	\$35.00
(b) Evening use, with lights	
(i.) Easton/Talbot (Municipal) Based Business in Good Standing Recreational Organizations/Teams	\$0.00
(ii.) Non-Easton (Municipal) Based Business in Good Standing Out-of-Town/County Organizations/Teams	\$60.00
(iii) Travel Organization/Teams	\$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 maximum)
(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 has not been revoked;
- 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. This Resolution shall become effective on July 1, 2023 after adoption by the Town Council and approval by the Mayor.

Curry	-
Abbatiello	-
Montgomery	-
Davis	-

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 JM Cook, Mayor

EFFECTIVE DATE: _____, 2024.

RESOLUTION NO.: 6189

A RESOLUTION OF THE TOWN OF EASTON APPROVING AND ADOPTING THE FIRST AMENDMENT TO TOWN OF EASTON, MARYLAND EMPLOYEES' PENSION PLAN 2021 RESTATEMENT

Introduced By: _____

WHEREAS, the Town of Easton has a Maryland Employees' Pension Plan, originally effective as of August 1, 1973, as presently maintained under Restatement made effective as of August 1, 2021, and

WHEREAS, this restatement includes updates and amendments.

- (1) For the definition of Actuarial Equivalent,
- (2) For the definition of Annuity Starting Date,
- (3) For the provision regarding Participation Upon Reemployment.
- (4) For the provision regarding Suspension of Benefits.
- (5) Added Addendum for Actuarial Equivalence Factors

NOW THEREFORE, be it resolved by the Easton Town Council

Section 1. The Town Manager is authorized to execute the restatement. Included with this resolution are the following attachments;

- (1) First Amendment to Town of Easton Employees' Pension Plan 2021 Restatement
- (2) Summary Plan Description for Town of Easton Employees' Pension Plan – Division A
- (3) Comparison to 2021 Summary Plan Description – Division A
- (4) Summary Plan Description for Town of Easton Employees' Pension Plan – Division B
- (5) Comparison to 2021 Summary Plan Description – Division B

Section 2. The restatement shall have taken effective on July 1, 2024.

Section 3. This resolution shall become effective upon approval by the Mayor after the adoption by the Town Council.

Curry	-
Abbatiello	-
Montgomery	-
Davis	-

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 JM Cook, Mayor

EFFECTIVE DATE: _____, 2024.

**Summary Plan Description
for
Town of Easton, Maryland Employees'
Pension Plan**

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Introduction

To our employees:

The Town of Easton is pleased to present you with this booklet which summarizes our pension Plan. Along with Social Security and your own financial resources, this Plan will help you enjoy a comfortable and secure retirement.

While we have attempted to highlight the most important features of the Plan, please bear in mind that the actual Plan document, which is available for your inspection, is the last word in any matters of decision or interpretation.

We appreciate your loyalty and dedication and want this Plan to be a meaningful part of your retirement finances. As such, we continually review the Plan's provisions to recognize changes in plan design or to conform with government regulations. You will be informed of any such developments.

We urge you to read this booklet carefully for a better understanding of the benefits that are available to you at retirement. This description summarizes the Plan in effect on July 1, 2024 and updates and replaces any prior descriptions. The provisions of this booklet are specific to Sworn Officers who are covered under the Pick-Up provisions which were added to the Plan on March 1, 1995.

Please remember, however, that this information is only an *overview* of the Plan's important provisions. Full details can be found in the legal Plan document which is available for your review in the Human Resources Office during regular business hours. You should consult the Plan document itself if you have any questions about the Plan or your Plan Benefits that are not answered by this booklet.

If you would like your own copy of the Plan document, you may obtain a copy by writing to the Plan Administrator whose location is listed in this booklet's section entitled "*Getting Your Questions Answered*". There may be a small charge for this service.

Effective Date

The Town of Easton, Maryland Employees' Pension Plan was established on August 1, 1973, and most recently revised effective July 1, 2024.

Pick-Up Provisions

On March 1, 1995, the Plan was amended to require you to make Participant's Contributions. These contributions will be deducted from your pay on a pre-tax basis. This type of contribution is commonly referred to as "picked-up" or Participant's Pick-Up Contributions.

Plan Year

The Plan Year is the 12 month period beginning on August 1 each year and ending on July 31.

Participation

If you were a Plan Participant on the day before August 1, 2021, you will continue to be a Participant in the revised Plan.

If you are a Sworn Officer, you are required to participate in the Plan, as a condition of employment and will automatically become a Participant in the Plan on the day when you first become an employee. However, if you terminate employment and are rehired after your Plan Benefit payments start, you will not participate in the Plan following your reemployment. Instead, you will continue to receive Plan Benefit payments during reemployment.

Pick-Up Contributions

Pick-Up Contributions are based on your Earnings. For the first 22 years of Service, the rate of your contribution is 7.2% of your Earnings. Thereafter, the rate at which you will contribute is 8.2% of your Earnings.

Pick-Up Contributions are “picked-up” by your Employer in accordance with the provisions of section 414(h)(2) of the Internal Revenue Code and treated as pre-tax employer contributions.

This treatment affords two advantages to you as a Participant:

- these contributions will not be subject to taxation until they are withdrawn from the Plan when you retire.
- since your total income will usually be lower in your retirement years, the taxes you ultimately pay on this portion of your retirement income will be less than it would have been if you paid taxes on the contributions during your working years.

You will no longer be required to contribute after the earliest of:

- your Severance from Service date
- your Normal Retirement Date
- the date you complete 30 years of Service.

The balance needed for your retirement income is contributed by your Employer.

Your Service

Your years of employment with the Town of Easton or the Easton Utilities Commission count as Service. You earn Service based on the number of whole years and full months you are employed.

The following counts as Service:

1. Absence after your Service ends if you return to work within a year.

2. An authorized leave of absence up to two years, if you return to employment when your leave is over. (If you don't return, Service won't be counted after the first 12 months of leave.)
3. Absence because of sickness, disability, layoff, etc. (If you don't return within 12 months, Service won't be counted after the first 12 months.)
4. Periods of time you are absent from work because of service with the armed forces of the United States. However, you will receive credit for these periods of time only if you are eligible for reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994, and return to work for your Employer within the period during which you retain such reemployment rights.
5. A leave of absence due to reasons covered under the Family and Medical Leave Act. In this case, Service will be credited to the extent required by the provisions of the Family and Medical Leave Act.
6. A maternity/paternity absence up to two years because of pregnancy and the birth of a child or the adoption and placement of a child.

Your Credited Service

Credited Service is the portion of your employment with Town of Easton as a Sworn Police Officer, count as Service that is used in calculating the *amount* of your benefit. The amount of your Credited Service may differ from your Service.

How You Earn Credited Service

Credited Service consists of the whole years and full months (partial months are disregarded except for purposes of aggregating your Credited Service if you are reemployed) you have been employed, regardless of the number of hours worked.

Credited Service includes all periods of employment except the following:

- Periods of employment in excess of 30 years of Credited Service.
- Periods of employment while you are in a job classification that is not covered by the Plan.
- Periods of employment while you are disabled.

Absences That Qualify As Credited Service

Absences which qualify as Service (see the information under the heading "*Your Service*") do *not* count as Credited Service, unless you are absent for any of the following reasons:

- Absence without termination of up to 12 months.

- Absence because of military service if you return to employment while your reemployment rights are protected under federal law.

What Happens If You Terminate Employment And Are Rehired?

If you leave employment *before you are vested* and are later rehired, your Service before your Severance from Service Date won't count.

If you leave employment *after you are vested* and you are later rehired, your prior years of Service and years of Service after the break will be added together. However, if you are rehired after your Plan Benefit payments start, you will not be eligible to participate in the Plan following reemployment and will not earn future Plan Benefits.

Your Severance from Service Date is the first day of the month on or following the earliest of:

1. the date you quit, are discharged, retire or die,
2. the first anniversary of the date your leave of absence started if you do not return to work by the second anniversary of that date,
3. the first anniversary of the date you are absent for most other reasons, such as vacation or lay-off,
4. the second anniversary of the date on which the Employee is first absent from service for maternity or paternity leave, as described above.

If you become disabled while actively employed, and you are either eligible for benefits from your Employer's disability program, or are being paid under a salary continuation program, you will continue to receive Service for vesting while you are collecting these disability benefits.

Your Earnings

Earnings Defined

The term "Earnings" means your wages received from the Town of Easton and reported to you for federal income tax purposes on your Form W-2. Earnings also include contributions made on your behalf under salary deferral arrangements.

If you have a severance of employment with the Town of Easton, Earnings does not include amounts received by you following such severance of employment unless such amounts are paid to you as differential pay. For purposes of this paragraph, "differential pay" means any payment made to you by the Town of Easton for periods during which you are performing military service while on active duty for a period of more than 30 days, but only to the extent such amounts do not exceed the amounts you would have received if you had continued in employment with the Town of Easton.

Measuring Earnings

- *Earnings Limitation.* If you became a participant in the Plan on or after July 31, 1995, the yearly amount of Earnings that may be used in determining your Plan Benefit cannot exceed the annual limit imposed by the federal government. This limit was increased effective for Plan Years beginning on and after August 1, 2002 to \$200,000, adjusted for cost of living. The adjusted annual limit for Earnings in 2024 is \$345,000. The annual limit for Plan Years beginning before August 1, 2002 is \$200,000.
- Earnings are measured over calendar years.

Your Average Annual Earnings

The term "Average Annual Earnings" means your highest annual Earnings received during any 5 consecutive years in the last 10 years before the earlier of your retirement date or the date you leave employment.

If you have received Earnings for 5 or fewer consecutive calendar years, the annual average is taken by using the consecutive calendar years that are available.

However, the following calendar years will be excluded when determining your Average Annual Earnings:

- Calendar years in which you terminate employment, if that would result in a higher average.
- Calendar years in which you perform services for fewer than six months.

Your Age At Which Payments Begin

Obviously, the age at which you choose to retire and begin receiving your benefit affects the amount of Service and Credited Service you earn and the period of time over which your benefit will be paid.

Normal Retirement Date

If you terminate or retire before July 1, 2017, your Normal Retirement Date is the date on which your years of Service equal 25. If you terminate or retire on or after July 1, 2017, your Normal Retirement Date is the date on which your years of Service equal 22.

If you retire on your Normal Retirement Date, your retirement income will begin on the first day of the month on or after that date. As an alternative, you may remain employed beyond your Normal Retirement Date and retire on a Late Retirement Date.

Late Retirement Date

If you continue to work after your Normal Retirement Date, the day on which you finally do retire is called your Late Retirement Date.

How Your Plan Benefit Is Calculated

Your benefit is calculated in terms of the retirement date options that are offered under the Plan.

Normal Retirement Date

If you retire on your Normal Retirement Date, your benefit payments will begin on the first day of the month which coincides with or follows that date.

Effective July 1, 2017, your monthly Normal Retirement Benefit is calculated as follows:

- 1) 50% of your Average Annual Earnings

multiplied by

the ratio that your full and fractional years of Credited Service up to a maximum of 22 bears to 22.
- 2) Provided however, that this 50% will be increased by 1.66% (maximum 55%) for each year of Credited Service in excess of 22 years with a total maximum of 25 years of Credited Service.

Minimum Benefit

At a minimum, you will receive a benefit equal to the greater of your accrued benefit or the amount that can be provided by your required Pick-Up Contributions.

Late Retirement Date

In general, Late Retirement Benefit payments must begin no later than the April 1 following the later of the year you reach age 72 (age 70 ½ if you were born before July 1, 1949) or the year you retire.

Your monthly Late Retirement Benefit will be calculated using your Credited Service (up to 25 years) and Earnings to the date you actually retire.

When You Terminate Employment

If you terminate before your Normal Retirement Date and you have the required number of years of Service, you will be 100% vested. The required number of years of Service is:

- if you were hired before July 1, 2017, one year of Service, or

- if you were hired on or after July 1, 2017, 5 years of Service.

If you are 100% vested, you will be eligible for a retirement income based on your years of Credited Service. This retirement income is called your "vested benefit," and will begin on the first day of the month on or after your Normal Retirement Date.

In addition, you will always be 100% vested in your required Pick-Up Contributions.

The following special rules apply to the amount of your required Participant's Pick-Up Contributions. Upon termination of employment, you may either:

1. elect to receive a cash refund of your total required Participant's Pick-Up Contributions, with credited interest as provided in the Plan; or
2. leave your required Participant's Pick-Up Contributions in the Plan to provide a retirement income beginning on the first day of the month on or after your Normal Retirement Date

If you choose Option 1 (elect to receive a cash refund of your Participant's Pick-Up Contributions), you will lose all retirement income.

If you choose Option 2 (leave your Participant's Pick-Up Contributions in the Plan), you will receive your vested benefit as described above.

If you are later re-employed and had elected Option 1, you may return your cash refund plus 5% interest and have your years of Credited Service before termination reinstated. Your repayment must be made before the later of:

- the end of a period of 5 consecutive one-year breaks-in-service (beginning on the date you received your cash refund), or
- the fifth anniversary of your reemployment date.

Payment of Your Vested Plan Benefit

Unless your vested benefit is cashed out as described in "*Cashouts*" below, it will be paid beginning on your Normal Retirement Date.

Cashouts

If the present value of your benefit is greater than \$5,000, payment of your vested benefit will begin on your Normal Retirement Date. If it is less than \$5,000, it will be paid out in a single sum cash payment (see "*Single Sum Cash Payment*" below) as soon as administratively practicable following your termination of employment.

Single Sum Cash Payment

When The Value Of Your Plan Benefit Is \$5,000 Or Less

If the value of your vested benefit is \$5,000 or less, your vested benefit may be paid in a single sum cash payment at the time your employment terminates. The single sum payment will be equal to the full value of your vested benefit at that time. You cannot elect another form of payment. Please refer to the section "*Direct Rollover Distributions*" for important information regarding single sum cash payments.

Similarly, if the value of the benefit payable to your spouse or other beneficiary after your death is \$5,000 or less, payment may be made in a single sum cash payment.

Election to Receive Single Sum Cash Payments

If the value of your vested benefit is \$5,000 or less, you will be given the opportunity to elect whether to (1) receive payment yourself or (2) have the payment rolled over directly to the IRA or other eligible plan that you select. If you do not make an election and the present value of your vested benefit is \$1,000 or less, a single sum cash payment will be made directly to you, whether or not you elect to receive such payment. If you do not make an election and the present value of your vested benefit is more than \$1,000, your vested benefit will continue to be held under the Plan until either (i) you affirmatively elect to receive distribution or (ii) you reach the later of age 62 or your Normal Retirement Date.

Tax Treatment

If you terminate employment and receive a single sum cash payment of your benefit, your benefit may be subject to both ordinary income tax and a 10% additional tax. However, the 10% additional tax will *not* apply to benefit payments that are:

- Made after you reach age 59 1/2 or
- Made to your beneficiary when you die or
- Used to pay unreimbursed medical expenses for you or your dependent in excess of 7.5% of your adjusted gross income as reported on your Form 1040 federal tax return or
- Made under the terms of a domestic relations order.

You will be provided with information regarding the tax consequences of your distribution, when it is made. However, you should consult your own tax advisor for more complete information regarding your own situation. For the most current tax information, pick up a free copy of IRS Publication 575 "Pension and Annuity Income" at your local IRS office.

Direct Rollover Distributions

If you receive your benefit in a single sum cash payment, you may choose to have all or part of such payment rolled over to another qualified plan that accepts rollovers, a tax-sheltered annuity

under Code Section 403(b) that accepts rollovers, a deferred compensation plan under Code Section 457(b) maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or to an IRA (including a Roth IRA). The portion of your benefit that is directly rolled over will be exempt from the mandatory 20% tax withholding rules that are otherwise applicable to single sum cash payments.

If your spouse or other beneficiary receives payment of a benefit in a single sum, he or she may also be eligible to have all or part of such payment directly rolled over to another eligible plan or IRA. Generally, your spouse or a former spouse who is an alternate payee under a qualified domestic relations order may roll over an eligible distribution to an IRA (including a Roth IRA) or to any other eligible plan, as described above. Your non-spouse beneficiary (who is your designated beneficiary under IRS rules) may also elect a direct rollover. However, he or she may only direct a rollover to an IRA (including a Roth IRA). The IRA must be identified as an inherited IRA and is subject to special distribution rules.

The Plan Administrator will provide you with more detailed information as to how to elect a direct rollover. However, for more information as to the tax consequences related to single sum cash payments that are not directly rolled over to a qualified defined contribution plan or IRA, you should consult your own tax advisor.

Forms Of Benefit Payment

If the value of your vested benefit is over \$5,000, distribution of your benefit will automatically take the form of an annuity.

An annuity is defined as the payment of a benefit in equal installments, usually monthly, over a period of time. The amount of these installments is usually based on life expectancy. You may choose among several different annuity arrangements. Depending on your choice, you can even provide a lifetime monthly income to your spouse or another beneficiary if you die after your Annuity Starting Date.

In the following sections, we will discuss the normal form of payment as well as your other payment options. All of these are intended to produce equivalent results. If you are married, you will need your spouse's consent to elect a form of payment other than the normal form of payment.

Under special IRS rules, you may not elect a form of payment that is expected to provide a plan benefit to your designated beneficiary that is more than incidental when compared to the benefit amount expected to be paid to you. An exception to this rule applies if your beneficiary is your spouse.

Normal Form Of Payment

The annuity form under which your Plan benefit is normally paid -- that is, the way it automatically will be paid to you unless you waive it and make another election -- depends on whether you have a spouse on your Annuity Starting Date (the date as of which payments start).

Generally under the Plan, your spouse is the person to whom you are legally married under the laws of the State in which the marriage occurred.

Normal Form Of Payment For Married Employees

If you are married, the normal form of payment is a Qualified Joint and Survivor Annuity. This provides a benefit for you and your spouse, so long as he or she is the same person to whom you are married at your Annuity Starting Date. Your benefit will be paid to you as long as you live. However, since this form of payment provides for payment over two lifetimes (yours and your spouse's), the amount you receive will be less than if it were paid only during your lifetime. If you die after your Annuity Starting Date, your spouse will receive a lifetime income equal to 50% of what you were receiving when you died. Instead of a 50% continuation you may elect under the Joint and Survivor form of payment to have 66 2/3% or 100% of the benefit you were receiving continued to your spouse.

When your spouse dies, your beneficiary will receive your required Pick-Up Contributions with interest, *less* any retirement income payments already made.

The Plan Administrator will give you information about the joint and survivor benefit and your other retirement options between 30 and 90 days before your benefit payments begin. If you don't want the joint and survivor coverage, you must notify the Plan Administrator in writing before your retirement date.

However, your spouse must consent in writing to your election out of joint and survivor coverage and into an optional form of payment. This consent may be given in either of the following ways:

- Your spouse's consent may specifically acknowledge a non-spouse beneficiary and/or method of payment, in which case any future change of beneficiary designation and/or method of payment must have your spouse's written consent; or
- Your spouse's consent may expressly allow you to designate any non-spouse beneficiary and/or choose any method of payment, in which case any future changes would not require your spouse's consent.

In either case, your spouse's written consent must be witnessed by a Plan representative or notary. Your decision to keep the joint and survivor coverage or elect a different form of payment becomes final when you retire and cannot be changed later.

Normal Form Of Payment For Unmarried Employees

If you are not married, your benefit will be paid in the form of a Single Life Annuity -- that is, in level monthly payments to you as long as you live.

If after you die the total amount of benefits you have received as of the date of your death is less than your total Pick-Up Contributions with interest, your beneficiary will receive the difference.

Other Payment Options

The Plan also offers additional payment options which may suit your needs better than the normal form just described. During the 90-day period before your Annuity Starting Date you can elect one of the following optional methods of payment instead of the above method. If you are married, your spouse must consent to this election.

Single Life Annuity

If you are married, the Plan permits you to waive the qualified Joint and Survivor Annuity and receive your plan benefit in the form of a single life annuity -- that is, in level monthly payments to you as long as you live, based on your monthly plan benefit as described in the section titled "*How Your Plan Benefit Is Calculated*". Under this form of payment, you will receive a larger plan benefit than you would have received under the qualified Joint and Survivor Annuity, but generally no survivor benefits will be paid after your death.

Ten Year Certain and Life Option

If you choose this option, you will receive a reduced retirement income for life, but with a minimum guarantee of 10 years' payments. If you die after your Annuity Starting Date but before receiving payments for ten years, the payments will be continued to your beneficiary for the rest of the ten-year period.

Joint and Survivor Annuity

The Joint and Survivor Annuity (otherwise known as the Contingent Pensioner Option) will provide you with reduced monthly payments for life but, at your death, payments will continue to a beneficiary (any person you choose) for as long as that person lives. These payments may be 100%, 66 2/3% or 50% of your reduced plan benefit.

If you continue to work after your Normal Retirement Date, you may elect one of the above optional methods of payment. If you are married, you must waive the automatic preretirement spouse benefit coverage (with your spouse's consent). However, when you do decide to retire, if you wish to receive your retirement income payments under an optional form of payment, you must also waive the Qualified Joint and Survivor Annuity normal form of payment (again, with your spouse's consent) and elect the desired option during the 90 days before your retirement.

If you continue to work after your Normal Retirement Date but die before you actually retire, your date of death will be considered to be your retirement date.

If one of the Joint and Survivor Annuity options or the Ten Year Certain and Life Option is in effect, your beneficiary will receive payments when you die.

If after you and your primary beneficiary die the total amount of benefits paid to you and your primary beneficiary is less than the value of your required contributions, plus interest, on your Annuity Starting Date, your designated secondary beneficiary will receive the remaining amount at the time of the death of you or your primary beneficiary, whoever survives longer. However, if the total amount of benefits paid to you and your primary beneficiary before death is more than

the value of your required contributions, plus interest, on your Annuity Starting Date, your designated secondary beneficiary will not receive any payment.

Death Benefits Before Your Retirement Date

Married Participant

Your spouse will be eligible for benefits if you die and meet the applicable requirements described in the provisions of Spouse Benefit I or Spouse Benefit II below.

Spouse Benefit I. Your spouse will be eligible for this benefit if:

- you were married at the time of your death, and
- your termination of employment date, Early Retirement Date or Normal Retirement Date has not occurred, and
- you have reached age 55, and
- you have completed 10 years of Service.

Under Spouse Benefit I, your spouse will receive 50% of your retirement income (based on your years of Credited Service to your date of death), payable for life and with no reduction for early retirement if payments commence to your spouse before the date that would have been your Normal Retirement Date.

However, this benefit will be reduced by 1% for each full year if your spouse is more than 10 years younger than you.

When your spouse dies, your beneficiary will receive the remainder, if any, of your Pick-Up Contributions with interest.

Spouse Benefit II. If you are not eligible for the benefit described above, your spouse will receive the following benefit if:

- you were married at the time of your death, and
- you had a vested right to retirement income payments, and
- you had not elected to waive spouse benefit coverage, and
- you had not yet started receiving retirement income payments.

Under Spouse Benefit II, your spouse will receive 50% of the amount you would have received had you retired on the date of your death with the Qualified Joint and Survivor Annuity form of payment.

The benefit amount will be based on your years of Credited Service prior to your date of death and then reduced for the joint and survivor form of payment and early retirement if payments begin prior to your Normal Retirement Date. The benefit will be payable monthly to your surviving spouse.

When your spouse dies after preretirement spouse benefit payments have begun, your beneficiary will receive your required Pick-Up Contributions with interest, *less* any retirement income payments already made.

If benefit payments are payable in accordance with Spouse Benefit I, your spouse can choose to begin receiving the payments as early as the first day of the month following your death.

If benefit payments are payable in accordance with Spouse Benefit II, the earliest your spouse can choose to begin receiving payments is your earliest retirement age (the earliest possible age you are entitled to this benefit is age 55 but after completing at least 10 years of Service) or, if that date has passed, the first day of the month following your death.

If your spouse does not consent to the applicable starting date above, he or she may choose to defer receiving income up to the later of the date you would have reached your Normal Retirement Date or age 62.

Also, whether the preretirement spouse benefit is payable in accordance with Spouse Benefit I or II, if your spouse chooses to defer payment of benefits and then dies before the deferred payment start date, no retirement income payments will be payable, except as otherwise provided below.

If You Are Not Married

If you die before your Normal Retirement Date, your beneficiary will receive your required Pick-Up Contributions, with interest. Otherwise, no other death benefit will be payable.

However, if you continue to work after your Normal Retirement Date but die before your Annuity Starting Date, you can elect an optional method of payment to take effect in the event of your death or retirement after your Normal Retirement Date. In this case, payment will be made in accordance with the optional method of payment you elected.

Special Rules Applicable To Participants Who Die During Military Absence

If you are absent from employment with the Employer because of military service and die after December 31, 2006, while performing qualified military service (as defined under the Internal Revenue Code), you will be treated as having returned to employment with the Employer on the day before your death for purposes of determining your vested benefit and your beneficiary's eligibility for a survivor death benefit. Notwithstanding the foregoing, except as otherwise specifically provided in the following paragraph, you will not earn additional benefits with respect to your period of military leave.

If you die on or after January 1, 2007, under the conditions described in the preceding paragraph, you will also be treated as having returned to employment with the Employer on the day before your death for purposes of determining your eligibility for and the amount of any additional benefit to which you would have been entitled for your period of military service if you had returned to work following your service. For this purpose, you will be treated as if your employment had terminated on your date of death.

Disability

If you become disabled while actively employed, and you are eligible for benefits from your Employer's disability program, you will continue to receive Service (for vesting) while you are collecting these disability benefits. However, you will not receive Credited Service (for benefit purposes) during this period.

Circumstances That May Affect Your Plan Benefit

The following conditions may cause your benefit to be denied, reduced or suspended:

- If you don't return to work within 12 months of the date your Service ends, it may be a break-in-service. This could affect the amount of your retirement benefit.
- If you are disabled, your retirement benefit will be based only on the Credited Service you earned before the disability.
- If you waive the Qualified Joint And Survivor Annuity (with spousal consent) and then die after your Annuity Starting Date, your spouse will have no right to any portion of your vested benefit unless he or she was the designated beneficiary for the survivor payments provided under the optional form of payment you elected.
- If you waive the preretirement spouse benefit (with spousal consent) and elect an optional form of payment and then die *after* your Normal Retirement Date while an active employee, your spouse will have no right to any portion of your benefit unless he or she was the designated beneficiary for the survivor payments provided under the optional form of payment you elected.
- If the value of your benefit is \$5,000 or less, your benefit may be paid as a single cash payment at the time you terminate employment. If you are 100% vested and receive such a payment, you will not have a right to any further benefit under the Plan unless you are rehired before July 1, 2024 and earn additional benefits under the Plan.
- If you divorce, the court may direct that all or part of your benefit be paid to an alternate payee. This alternate payee will generally be your ex-spouse or your children. The Plan Administrator will notify you upon receiving such an order and will tell you what effect it has on your benefit.

Receiving Your Plan Benefit

Applying For Your Benefit

You or your beneficiary will need to complete a benefit claim form available from the Plan Administrator. This form will allow the Plan Administrator to calculate your benefit and begin to process it.

Payment Of Your Benefit

If your claim is approved, payments will be mailed to you monthly. Again, if the value of your vested benefit is \$5,000 or less, payment may be made in a single sum cash payment.

Getting Your Questions Answered

The Town of Easton and the Easton Utilities Commission have been designated as the Plan Administrator. Any information about the Plan may be obtained by contacting the Town of Easton.

- Address: Town of Easton, Maryland, P.O. Box 520
14 South Harrison Street
Easton, MD 21601
- Phone: 410 822 2525

Additional Information

- Plan Name: Town of Easton, Maryland Employees' Pension Plan
- Effective Date: The Plan was established on August 1, 1973 and most recently revised effective July 1, 2024.
- Plan Year: The Plan Year is the 12-month period ending on July 31.
- Recordkeeping Period: Records for the Plan are kept on a Plan Year basis.
- Plan Sponsor: Town of Easton, Maryland, P.O. Box 520
14 South Harrison Street
Easton, MD 21601
- Employer: Town of Easton, Maryland and Easton Utilities Commission (and any other unit of the Town which participates in the Plan)
- Plan Sponsor EIN: 52-6000787

- Plan Number: 001
- Type Of Plan: This is a defined benefit pension plan which provides a fixed retirement benefit to its participants based on specific formulas. Ongoing contributions to provide this benefit to you are made to a fund held by Empower Annuity Insurance Company. The amount of the contribution is actuarially determined.
- Type Of Administration: Contract Administration. Plan assets are held in a group annuity contract issued by Empower Annuity Insurance Company, P.O. Box 2975, Hartford, CT 06104. The Plan Administrator is responsible for administering the contract.
- Plan Costs: The Town of Easton, Maryland and the Easton Utilities Commission share the cost of your Plan benefits.

Continuation Of The Plan

While your Employer fully intends to continue the Plan indefinitely, it does reserve the right to modify, suspend or terminate the Plan at any time. However, no modification, suspension or termination of the Plan may reduce any benefits you have already accrued.

Should the Plan be terminated, you will not earn any additional benefits, but you will be 100% vested in your accrued benefit at the time of the Plan's termination. The assets of the Plan will be allocated to provide all accrued benefits and meet any other legal requirements. After such allocation is completed, any remaining assets will be paid to the Employer.

Assets are allocated to provide accrued benefits according to a schedule mandated by law.