



Town Council AGENDA

Monday, October 21, 2024 - 5:30 PM
Council Chambers, Easton Town Office
14 S Harrison Street

4:30 PM Workshop: Public Works MOU.

5:00 PM Police Board.

Police Board Report 2024 - Quarter 3.

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

Opening remarks and Pledge of Allegiance by Councilmember Curry.

Municipal Official Items.

Items by Mayor Cook.

Recommendation to Appoint Aaron Cooper as Assistant Town Attorney.

Items by Town Manager

Approval for Traffic Signal Conversion and Upgrade.

Approval for Harrison Street and East Avenue Stormdrain Project.

Public Assembly Event: Academy Art Museum Craft Show, October 25–October 27.

Items by Town Attorney.

Legislation.

Easton Utilities present for Res. 6200, "A RESOLUTION OF THE TOWN OF EASTON AUTHORIZING THE EXECUTION OF ARTICLES OF INCORPORATION OF THE MARYLAND MUNICIPAL ELECTRIC UTILITY ALLIANCE FOR THE EASTON UTILITIES COMMISSION."

Easton Utilities present for Res. 6201, "A RESOLUTION OF THE TOWN OF EASTON AUTHORIZING THE EASTON UTILITIES COMMISSION TO MAKE AN EXTENSION OF UTILITY SERVICE IN EXCESS OF TWO MILLION DOLLARS (\$2,000,000) TO SERVE THE NEW SHORE REGIONAL MEDICAL CENTER."

Ord. 831, "AN ORDINANCE OF THE TOWN OF EASTON AUTHORIZING THE TOWN OF EASTON TO REVISE RESIDENTIAL PARKING DISTRICT NO. 2 NEAR EASTON HIGH SCHOOL."

Ord. 832, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING CHAPTER 2 ARTICLE VI OF THE TOWN OF EASTON CODE TO UPDATE THE TOWN'S ETHICS PROVISIONS."

Ord. 833, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE TO ADOPT THE INTERNATIONAL SWIMMING POOL AND SPA CODE AND AMENDMENTS THERETO."

Ord. 834, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING THE ARPA BUDGET AND OBLIGATING ARPA FUNDS BY APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE PUBLIC WORKS DEPARTMENT."

Ord. 835, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING CHAPTER 28 OF THE TOWN CODE (ZONING) TO ESTABLISH A SEAFOOD PROCESSING USE AND SUPPLEMENTAL STANDARDS PERTAINING TO THE USE."

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 Velocity Cable TV subscriber, you can view the meeting live on Channel 98.

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



Alan W. Lowrey
Chief of Police

EASTON POLICE DEPARTMENT

"With Pride, We serve"

Police Board Report 2024 - Quarter 3

Introduction

Although, the public schools are primarily the responsibility of the Talbot Co. Sheriffs Office's SROs, the private schools are not. Still, though, our officers remain vigilant with patrol checks at all the schools within the town of Easton; this includes school related traffic issues. Already, EPD officers assisted TCSO with threats of mass casualties. Fortunately they were found to not be credible. Additionally, officers have responded to several altercations and disorderly juveniles walking home from school. The PD is also conducting a study to determine the cause of continued traffic congestion along Dutchman's Lane during am school arrival.

With the close of summer, there were occasions that caused staffing issues; vacations and long term injuries. By the end of this quarter, that has stabilized. Recruitment efforts have also been positive, with the hiring of one individual and legitimate prospect for more before the next police academy.

The following is a summary of some of the department's work over the last quarter.

Statistics

Refer to attached "2024 3rd Quarter Statistics" table for information regarding calls for service and crimes.

Type	3rd Quarter 2024	YTD
Patrol Checks	1304	4266
Neighborhood Checks	140	795
Foot Patrols	116	464
School Patrols	123	350
Tactical Team Activations	2	8
K9 Activations	6	29

Community Engagement Activities

Date	Description
07/09/24	Tour of EPD
07/10/24	CQD Youth Hero Training

07/24/24	Coffee with a Cop-Talbot Co. Library
07/26/24	YMCA Summer Camp Presentation
07/30/24	Coffee with a Cop-Cook's Hope
08/24/24	Back to School Drive
09/03/24	Tour of EPD
09/20/24	Coffee with a Cop-Londonderry
09/21/24	Galloway Meadows Resource Fair

Public Assembly Permit Events

Date	Description
July/24	Weekend series; Factory Arts Project Performances
07/04/24	Annual Carnival & 4 th of July Celebrations
07/12-27/24	Easton Plein Air
07/27/24	Avalon Concert Series
08/03/24	Avalon Concert Series
08/10/24	Avalon Concert Series
08/24/24	Avalon Concert Series
09/11/24	9-11 Commemorative
09/14/24	Hispanic Heritage Event
09/14/24	Walk to End Alzheimer's
09/21/24	Suicide Prevention Walk
09/29/24	Frederick Douglass Honor Society Parade and event

Criminal Enforcement Efforts

Patrol Division

Patrol Officers have, more recently, continue to maintain high visibility at all our schools during school patrols. Due to the large volume of traffic that still exist, officers are still conducting traffic assignments in the area of Dutchman Lane and Rt. 50, where motorists are blocking the intersection while waiting in Dutchman Lane traffic. Historically, this issue resolves itself after a few weeks, however that is not the case now. EPD is currently studying the traffic pattern in this area so as to identify the source(s) of this issue; whether it be traffic directing personnel, engineering, or just too many vehicles for this area to manage. Result of this study, along with any actions taken, will be reported to the council.

Traffic and Pedestrian Safety Efforts

(All Divisions Traffic statistics were gathered from Etix and or RMS)

Traffic Assignments: 63

Traffic Stops: 1246

Citations: 332

Warnings: 1231
SERO: 65
DUI: 10

Special Operations / Criminal Investigations Division

3rd Quarter Search and Seizure Warrants: 44
Arrests: 17
Internet Crimes Against Children (ICAC) cases: 8

Significant Investigations:

- In July, officers responded to Parkway Apartments in reference to shots fired. Officers quickly identified the shooter and that he may have ran into a nearby apartment. Both the Tactical Team and Negotiators responded, who safely secured the apartment, to include all of its occupants. The suspect was not present. Investigators learned that about (9) shots were fired at five individuals from an AR-15 style rifle. Fortunately, no one was injured. Through investigative measures, the suspect was later located in Delaware. He was later apprehended by the U.S. Marshal's Task Force.
- In July, officers responded to the area of Pleasant Alley in reference to an individual shooter fired a shot towards a crowd. Multiple buildings were struck, however no one else was. After a lengthy investigation, an individual was arrested and investigators recovered the firearm suspected to have been used in the shooting.
- In September, investigators executed a Search and Seizure Warrant at an Easton residence after receiving multiple Crimes Against Children cyber tips. These tips were for possession, manufacturing, and distribution of child pornography. Evidence of these crimes were located. An arrest was made.
- In September, investigators initiated a case involving a child under 18 who had been sexually assaulted by a family member. The suspect is currently being held in the Talbot Co. Detention Center. This investigation is ongoing.

Personnel & Professional Development

Staffing

Authorized Strength	48
Non-Operational (recruits - 4; restricted duty - 1)	5
Vacancies	6
Operational Strength	37
Departures – Quarter/YTD	0/4
Officers Eligible to Retire – 2024*	6

Academy Recruit Status

All (3) of our recruits are progressing well. Unlike past years, we now bring them back to our firing range on a consistent basis to refine their firearms skills. We will also

provide them with separate training and preparation for the "Practical" portion of the police academy.

Applicants 2024 Total

Resumes received to date	127
Applicants that attended testing	29
Applicants hired	1

The departments newly hired officer this quarter is:

- Calvin Walters-Parker was hired on September 30, 2024. He will attend the next police academy, scheduled in January '25. He is a 24 years old and currently resides in Delaware. Mr. Walters-Parker admits to being recruited while he was in attendance of last year's Waterfowl Festival. He was impressed with the town and his interaction with the officers he met.

Recruiting Efforts

In addition to our digital marketing campaign, members of the EPD attended the following recruiting events in this quarter:

Date	Description
07/25/24	Ocean City Seasonal Job Fair
08/20/24	Pax River Job Fair
09/18/24	DSS Job Fair
09/26/24	University of Maryland Job Fair

In the 3rd quarter, EPD conducted (4) testing processes for (25) applicants. Of those, only (6) attended. Background investigators feel confident that at least (2) individuals may complete our process and become eligible for hire in time for the next police academy.

Department Training Summary

2nd Quarter 2024 Training

- Police One online training
- ADP Mandated Training
- Additional Training In-person

K9 Training

Our only K9 handler attends training two days a month.

SWAT Training

All SWAT members attend training for eight (8) hours a month.

Grants & Donations

Donor & Purpose	Amount / Disposition
Maryland Highway Safety Grant (DUI, Speed, Distracted Driving)	Reimbursed \$4,158.45

Capt. Gregory S. Wright (Acting Chief of Police)



EASTON POLICE DEPARTMENT

QUARTERLY STATISTICAL REPORT- July-September 2024

CALLS FOR SERVICE	QTR	YTD
Canine Activation	6	29
Alarms	194	643
Domestics	50	125
Emergency Petitions	19	68
Assist Other/EMS/Fire	150	384
Found Property	35	107
Harassment	56	130
Missing Persons	8	29
TOTAL CALLS FOR SERVICE	5,610	17,516

CRIMINAL ARRESTS	QTR	YTD
Adult	131	323
Juvenile	25	56
TOTAL ARRESTS:	156	379
DUI ARRESTS	9	25
FIREARMS REC.	2	8
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ASSETS	QTR	YTD
Currency Seized	\$0.00	\$0.00
Vehicles Seized	0	0
Real Property	0	0

REPORTS	QTR	YTD
Criminal/Incident	537	1,359
TOTAL ACCIDENTS:	251	728
Personal Injury	25	94
Property Damage	226	634
Fatalities	0	0
Exchange of Info (79)	191	468

CONTRABAND CHARGES	QTR	YTD		QTR	YTD
Heroin	2	4	CDS ARREST	9	19
Cocaine - HCL	3	8	Adult	9	19
Cocaine - Crack	2	4	Juvenile	0	0
Prescription Pills	0	0	LEFT BLANK INTENTIONALLY		
Marijuana	0	3			
OTHER	2	7			

PART 1 CRIMES	QTR	YTD	QTR ARREST	YTD ARREST
Homicide	0	0	0	0
Robbery	5	9	1	10
Burglary	9	26	6	15
Rape	0	5	2	6
1st Degree Assault	4	15	10	21
Arson	0	3	1	2
Motor vehicle theft	4	15	4	10
Theft	78	218	40	98
PART 2 CRIMES	QTR	YTD	QTR ARREST	YTD ARREST
2nd Degree Assault	44	141	26	79
MDOP	19	61	10	25
CDS	4	10	9	19
Sex Offense	3	12	4	9
Fraud	13	34	3	5
Disorderly Conduct	0	7	5	21

TRAFFIC	QTR	YTD
Traffic Stops	1,258	3,998
Traffic Citations	332	1,029
Cellphone Violations	14	47
Collison Related	5	40
Seatbelts	6	33
Speeding	647	2,042
Suspended Driver	50	196
Traffic Warnings	1,231	3,969
SERO's	65	250

WARRANT/CITATIONS	QTR	YTD
Warrants & Summons	24	72
Search Warrants	50	124
Criminal Citations	23	54
CDS Civil Citations	0	0
Underage Possesion	0	0
OPIOID OVERDOSES	QTR	YTD
Number of Incidents	2	14
Fatalities	0	0
Narcan by EMS	0	6
Narcan by Police	0	1

**EPD Training Schedule
for Administration
July – September 2024**

Officer Attending	Class	Date	Location
PFC Barstar	Recruiting, Hiring, Background Investigations, Retention	07/23-24/2024	Abington, PA
Cpl. Justin Reibly	25 th Annual Mid-Atlantic Cold Case Homicide Investigators's Conf.	08/07-09/2024	Annapolis, MD
Cpl. Schinault Cpl. Reibly Cpl. Westerfield	First Line Supervisor	08/19-23/2024	Salisbury, MD
A/Cpl. Carroll PFC Creegan PFC Everngam	Revolver Conversion	08/20-21/2024	Sykesville, MD
Cpl. Bayne	Field Training Refresher	08/22/2024	Sykesville, MD
Capt. Wright Sgt. Coxon Sgt. Hanson	2024 MD Chief's Conf.	09/08-12/20204	Ocean City, MD
Cpl. Bayne	Basic Instructor	09/09-13/2024	Sykesville, MD
PFC Vanderlinden	Open Source Intelligence	09/10-12/2024	Salisbury, MD

AARON W. COOPER

acooper@ewingdietz.com

(410) 822-1988

EXPERIENCE:

Ewing, Dietz, Fountain & Kaludis

Associate Attorney

Easton, MD

Oct. 2023 – Present

Represent clients on a variety of matters including in civil litigation, municipal law, corporate matters, and in domestic matters. Draft pleadings, perform discovery, negotiate with parties and counsel, and offer argument in Maryland courts.

Department of Veterans Affairs

General Attorney

Washington, D.C.

Oct. 2022 – Oct. 2023

Represent the Secretary of Veterans Affairs in litigation before the U.S. Court of Appeals for Veterans Claims. Draft and file pleadings, negotiate with parties and representatives and coordinate cases and deadlines with other legal personnel. Research and interpret statutory and regulatory language.

Delaware Superior Court

Law Clerk to the Honorable Robert H. Robinson, Jr.

Georgetown, DE

Aug. 2021 – Aug. 2022

Drafted letters, orders, and opinions for the court concerning civil and criminal cases and appeals. Researched applicable statutes and caselaw. Prepared legal memoranda on issues presented to the court. Conferred with the judge concerning legal and factual questions. Reviewed party submissions and motions.

United States Attorney's Office for the Northern District of New York

Summer Intern

Syracuse, NY

May 2020 – July 2020

Drafted motions and legal memoranda concerning matters in both civil and criminal divisions. Performed research regarding motions for compassionate release in the context of COVID-19. Reviewed and annotated transcripts of depositions and court proceedings and provided summaries for trial preparation.

Delaware Department of Justice

Summer Intern

Dover, DE

May 2018 – July 2018

Reviewed mobile video recordings and body camera footage for criminal cases. Aided the deputy attorneys general in trial preparation. Observed both criminal and civil court proceedings throughout internship.

EDUCATION:

Syracuse University College of Law

Juris Doctor

Syracuse, NY

May 2021

Activities: *Student Bar Association* - Executive Vice President 2020-2021

Advocacy Honor Society

2019 Bond, Schoeneck & King Alternative Dispute Resolution Competition, Quarterfinalist

2019 Lionel O. Grossman Trial Competition, Quarterfinalist

University of Delaware

B.A., Political Science

Newark, DE

Aug. 2018

VOLUNTEER SERVICE:

Frankford Vol. Fire Company

Fire Lieutenant

Firefighter/EMT

Frankford, DE

Jan. 2020 – Sep. 2022

Feb. 2013 – Present

BAR ADMISSIONS:

Delaware: January 2022

District of Columbia: June 2023

Maryland: May 2024

Econolite Systems Quote

Town of Easton, Maryland

Traffic Camera Project

October 14, 2024

Econolite Systems, Inc. is pleased to offer you the following quotes at the prices and terms set forth in this letter and subject to agreement on terms in any resultant contract/agreement.

ITEM #	Item Description	Unit	Qty	Unit Price	Total
1	Centracs Mobility – Initial System Setup	LS	1	\$34,780	\$34,780
	Included: Econolite Systems quote includes pricing to supply the following items. - Initial Centracs Mobility Standard and Edaptive set-up & configuration for up to 14 intersections. - Remote training – up to ½ day. Assumptions: - Controllers & firmware that work with Centracs Mobility. - Quote assumes Agency will supply internet access at Agency's Public Works/TOC facility. - Agency & Econolite execute the Centracs Mobility Services Agreement. - Any project specific testing and documentation is not included.				
2	Centracs Mobility System Service – PREPAID	Year	10	\$8,970	\$89,700
	Included: Econolite Systems quote includes pricing to supply the following items. Provide Centracs Mobility Standard and Edaptive service for up to 14 intersections for 5 years. Service period to commence once communications is established at an initial 5 intersections. Not Included: Any of the following is not included within Econolite Systems' quote: controllers, firmware, database conversions; communications or any spare equipment. Note: Pricing includes a discount for prepaid service and will be higher if paid on an annual basis.				
3	Controllers	EA	6	\$4,800	\$28,800
	Included: Econolite Systems quote includes pricing to supply the following items. Cobalt G-Series EOS TS1 Receptacle w/8mb Datakey no Comm Note: Controller programming and testing to be performed by Agency				
4	MMU	EA	7	\$2,070	\$14,490
	Included: Econolite Systems quote includes pricing to supply the following items. MMU2-16leIP-e w/Ethernet port, blue ECPI faceplate				
5	Cabinets	EA	3	\$15,940	\$47,820
	Included: Econolite Systems quote includes pricing to supply the following items. Econolite cabinet TS2-2 PNG M60 PM 16 Vert Cab MSHA, MD in/out bare Note: Cabinet testing to be performed by Agency.				
6	Video Detection	LS	1	\$109,680	\$109,680
	Included: Econolite Systems quote includes pricing to supply the following items. - Sensor, Video, Vision (Qty. 11) - Camera Brkt; 1-Pc Adjustable Stellar 58" Tube 144" Ss Cable (Qty. 11) - Assy, ACP, Primary Model AVCM (Qty. 3) - Cable, Round, 3 Cond, 1000' 18 Awg, Black Polyethylene Jckt (Qty. 10,000') - Assy, Cable, Cntrlr To A/Scope TS2-RS485 (Qty. 3) - Brkt, "J", Camera Mtg, Autoscope (Qty. 4) - Detection Turn-on Labor (16 person-hours)				

ITEM #	Item Description	Unit	Qty	Unit Price	Total
7	Radar Detection	LS	1	\$321,080	\$321,080
	Included: Econolite Systems quote includes pricing to supply the following items. • Kit, Sensor, Evo Radar (Qty. 21) • Assy, Shelf Mount, Evo Radar Hub Enclosure (Qty. 9) • Assy, Cable, Evo Hub To 15, Male, SDLC (Qty. 9) • Cable, Cond, IMSA 50-2, 14awg, 2 Cond, 1,000ft, Shielded, 19 Strand, 600v, Polyethylene (Qty. 10,000')				
8	CCTV	LS	1	\$52,160	\$52,160
	Included: Econolite Systems quote includes pricing to supply the following items. • Sidewinder 1.5 PTZ Camera; Side Egress (Qty. 11) • Pole Mount; Horizontal (Qty. 11) • Sidewinder POE Injector (Qty. 11) • Sidewinder Cable; Poe Shielded Cat-5e MS To Rj45; 25-Foot (Qty. 1,000')				
9	Supply Communications Equipment	LS	1	\$124,270	\$124,270
	Included: Econolite Systems quote includes pricing to supply the following items. • Develop IP scheme and network switch port assignment document • At Agency's Public Works/TOC facility: ○ Furnish, install, and configure Cisco Catalyst 9300 24-port (C9300-24T-E) with one 8x10GE Network Module (C9300-NM-8X). Includes: ▪ Six fiber SFP's (GLC-LH-SMD) for comm to field; 10 km distance ▪ One copper SFP (GLC-TE) ○ Furnish, install, and configure Palo Alto PA-850 firewall. Includes: ▪ Four SFP's for connection to Cisco switch ○ Furnish, install, and configure Dell R450 server meeting Mobility hardware requirements to host Mobility OnPremise service, which functions as an interface between the field fiber network and the Mobility cloud. • Furnish and configure Moxa EDR-810-2GSFP-T Ethernet switch with two Moxa SFP-1GLXLC-T SFPs, power cord and power supply at 14 intersections. • Supply 5 CAT6 patch cables for 14 intersections. Assumptions: • Installation of field communications equipment is quoted separately under Item #13. • Quote assumes Agency will supply internet access and a four-post equipment rack at Agency's Public Works/TOC facility. • Equipment quantities may vary based on the Town's final fiber design. Econolite Systems reserves the right to adjust pricing for this line item in response to final fiber network details. • Pricing assumes the Town will supply/install fiber into the cabinet, up to and including a fiber patch panel, which will serve as the demarcation point between what the Town supplies and materials provided by Econolite.				
10	Network Equipment 10-Year Subscription	LS	1	\$48,970	\$48,970
	Included: Econolite Systems quote includes pricing to supply the following items. • 10-year Smartnet Subscription for Cisco Catalyst 9300 switch • 10-year C9300 Essentials License • 10-year GlobalProtect Subscription for PA-850 firewall • 10-year Premium Support Subscription for PA-850 firewall				

ITEM #	Item Description	Unit	Qty	Unit Price	Total
	Assumptions: Cisco and Palo Alto equipment supply includes 10-year licenses/subscriptions. Agency will be responsible to pay for continuing licenses and subscriptions thereafter.				
11	Field Installation	LS	1	\$235,000	\$235,000
	Included: Econolite Systems quote includes pricing to supply the following items. - Install Detection Camera (Qty. 11) - Install Detection Radar (Qty. 21) - Install CCTV Camera (Qty. 11) - Install Cable (Qty. 20,000LF) - F&I 20' Aluminum Pole W/New Square Breakaway Base, installed on existing foundation (Qty. 10) - Install Cabinet On Existing Foundation (Qty. 3) - Relocate Signal Head To New Pole W/New Mounting Hardware (Qty. 11) - Relocate Sign To New Pole (Qty. 6) - Relocate Opticom To New Pole (Qty. 1) - Remove & Dispose Of Existing Equipment - Mobilization - Maintenance of Traffic Assumptions: - Prices do not include TMA, bonds, as-builts, grades, surveys, permits, erosion and sediment controls, police for signal outages, scale wages, certified payroll, location of private utilities, material certs for aluminum poles. - Wire quantities are estimated and will be paid by actual quantities installed. - All existing conduits are to be used. If existing conduits are damaged, obstructed or unusable additional costs will be submitted for approval.				
12	Installation - Controllers	EA	6	\$1,460	\$8,760
	Included: Econolite Systems quote includes pricing to supply the following items. - Convert existing controller database to EOS. - Install Cobalt ATC controller at 6 intersections.				
13	Field Installation – Communications Equipment	LS	1	\$19,940	\$19,940
	Included: Econolite Systems quote includes pricing to supply the following items. Installation of fiber field communications equipment at 14 intersections.				
14	Pedestrian System Equipment	LS	1	\$85,000	\$85,000
	Included: Econolite Systems quote includes pricing to supply the following items. - Includes push buttons, PED signal heads, and poles for 10 intersections. Assumptions: - Installation of equipment not included.				
TOTAL PRICE					\$1,220,450

General Terms & Conditions

1. Quote does not include development of any project design documentation.
2. Payment shall be in accordance with the mutually agreed upon contract.
3. Price quotation is valid for 60-days.
4. Price is inclusive of shipping.

Special Conditions

1. Please examine explanation each bid item above carefully for inclusions and exclusions.
2. Refer to Appendix for a listing of equipment quantities per intersection.

Quote Date: October 14, 2024

Quoted by: Marc Porter

Vice President

mporter@econolite.com

Contact: (310) 418-1663

Appendix

EQUIPMENT QUANTITY PER INTERSECTION								
Intersection	Cabinet	Controller	Poles	J Bracket	Radar	CCTV	Pole	Vision
Harrison and Goldsboro	1				2	1		
Bay and Washington		1			3	1		
Globe and Washington					2	1	1	
Glens and Marlboro		1			2	1	2	
Goldboro and Washington	1	1	2		2	1	2	
Harrison and Dover		1					1	3
Dover and Aurora			2	2	2	1	2	
Aurora and Goldboro			1		2	1		
Dover and Washington			2		4	2		
Aurora and Brooklets			2	2		1	2	
Iddlewild and Aurora					2	1		
Iddlewild and Harrison	1	1						4
Kohls		1						4
Quantity	3	6	9	4	21	11	10	11



TOWN OF
EASTON
TOWN ENGINEER

DATE: October 15, 2024
TO: Alan Lowery – Interim Town Manager
cc: Megan Cook
Kody Cario - Director of Engineering
FROM: Rick Van Emburgh, P.E. – Town Engineer
SUBJECT: Traffic Signal Conversion & Upgrade
Recommendation

There are fourteen (14) existing traffic signals on Town of Easton streets (not including State Highway). Each intersection uses Econolite equipment to control the timing of the signals. The equipment at each intersection, some equipment as old as 1986, uses detector loops in the pavement, wireless pucks in the pavement, radar, cameras, and some do not have detection.

The Engineering Department and Easton Utilities have been working with Econolite over the past several years to upgrade each intersection as maintenance and upgrades are required. The Engineering Department and Easton Utilities have also been planning over the past several years to upgrade all traffic signals to an interconnected **camera** and **radar** based system. This proposed camera based system would eliminate the need for loops, pucks, etc. and create a uniform standard.

Econolite provided a quote (attached) for a Traffic Management System for \$1,220,450. This includes cameras and radar, new controllers at 6 of the 14 intersections, and pedestrian system equipment. The proposal also includes a 10-year network equipment subscription **plus** a 10-year Centracs Mobility system service plan (software). After the first ten (10) years, there will be a **total** annual service subscription of approximately \$14,250 (at today's cost). The proposed Econolite Traffic Management System would improve public safety, reduce traffic congestion, and improve drive times.

The proposed Econolite Traffic Management System would require an expansion of the Easton Utilities fiber network to each intersection. Easton Utilities has agreed to provide this service to the Town at no additional cost, as part of their Fiber to the Home project.

The Town of Easton has \$1,325,000 allocated for a Traffic Signal Conversion & Upgrade project using ARP (American Rescue Plan) funds (Easton Project #ARP-009 and #ARP-209).

The total project budget summary is:

Task	Cost
Econolite Traffic Management System Quote	\$1,220,450.00
ADA Compliance Upgrades (Public Works)	\$84,924.06
5-Corners Controller (already purchased)	\$19,625.94
Total	\$1,325,000.00

With the remaining \$84,924.06 (\$1,325,000 Budget - \$1,220,450 Econolite - \$19,625.94 5-Corners), the Engineering Department would design and Public Works would construct ADA compliant pedestrian improvements including the installation of pedestrian signals and upgrades to ramps as required.

Based on the Town Procurement Policy, a contract pursuant to a valid State contract does not require Public Bidding. A letter from Lenhart Traffic Consulting, Inc. is attached and supports utilizing Econolite for this purchase and is compliant with the ARPA procurement requirements.

In conclusion, I have reviewed the quote and recommend awarding the project to Econolite for a Lump Sum Price of \$1,220,450. In addition, I would recommend the inclusion of the remaining \$84,924.06 into the proposed PW ARPA MOU for use by Public Works to perform the work outlined above.

END OF RECOMMENDATION



TOWN OF
EASTON
TOWN ENGINEER

DATE: October 15, 2024
TO: Alan Lowery – Interim Town Manager
cc: Megan Cook
Kody Cario - Director of Engineering
FROM: Rick Van Emburgh, P.E. – Town Engineer
SUBJECT: Harrison Street and East Avenue Stormdrain Project Recommendation

The Town of Easton has \$3,126,782 remaining for the Harrison Street and East Avenue Stormdrain Projects using ARP (American Rescue Plan) funds (Easton Projects ARP-011, ARP-012, ARP-332, and ARP-333).

RK&K recently completed the design drawings and the Engineering Department publicly advertised the project for construction. A Bid Opening was held on October 8, 2024 and we received the following bids:

Company	Proposal
Retallack	\$4,320,000.00
Pay Dirt	\$4,580,399.12
Bramble	\$4,946,209.00

We reviewed the three (3) proposals and found them complete and consistent with the RFP. We have worked with Retallack on similar projects in the past and find their work acceptable.

At the Pre-Bid Meeting prior to receiving bids, we announced to all attendees that we reserve the right to scale back the project if the bids are more than our budget amount. It was noted that we would use the line item prices to reduce the scope of work to fit within our budget. The revised scope of work will not impact the reduction in flooding which is the intent of this project.

In conclusion, we recommend awarding the project to Retallack, the low bidder, for the full budget amount of \$3,126,782.

END OF RECOMMENDATION

PROPOSAL**HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT**

Made this 8th day of October, 2024,

By David A. Bramble, Inc.

Business Address P.O. Box 419, Chestertown, MD 21620

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

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

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

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

\$3,000,000 on account of one accident. Property damage insurance shall be in an amount **not less than \$200,000 per accident**, with an **aggregate of not less than \$500,000**.

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

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

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

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

Paul C. Bramble, Co-President	P.O. Box 419, Chestertown, MD 21620
Megan B. Owings, Co-President	P.O. Box 419, Chestertown, MD 21620
Charles T. Breeding, Vice President	P.O. Box 419, Chestertown, MD 21620
Joshua R. Hignutt, Treasurer	P.O. Box 419, Chestertown, MD 21620
David C. Bramble, Assistant Treasurer	P.O. Box 419, Chestertown, MD 21620
Millie C. Clough, Secretary	P.O. Box 419, Chestertown, MD 21620

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

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
<u>1</u>	<u>09/17/2024</u>	<u>2</u>
<u>2</u>	<u>09/27/2024</u>	<u>1</u>
<u>3</u>	<u>10/02/2024</u>	<u>1</u>
<u> </u>	<u> </u>	<u> </u>

BID FORM (REV 1)

ITEM	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
EAST AVENUE					
E101	MAINTENANCE OF TRAFFIC	1	LS	108,355.50	108,355.50
E102	CONSTRUCTION STAKEOUT	1	LS	20,000.00	20,000.00
E103	EROSION AND SEDIMENT CONTROL	1	LS	52,000.00	52,000.00
E104	STABILIZED CONSTRUCTION ENTRANCE	1	LS	5,000.00	5,000.00
E105	18" FILTER LOG	508	LF	13.70	6,959.60
E106	TEMPORARY MULCH ACCESS DRIVE	296	SY	75.00	22,200.00
E107	REMOVAL OF TREES	3	EA	3,900.00	11,700.00
E108	CLEAR AND GRUB	1	LS	11,000.00	11,000.00
E110	MOBILIZATION	1	LS	205,000.00	205,000.00
E201	CLASS 2 EXCAVATION	390	CY	50.00	19,500.00
E301	12" REINFORCED CONCRETE PIPE, CLASS IV	21	LF	428.00	8,988.00
E303	21" REINFORCED CONCRETE PIPE, CLASS IV	39	LF	428.00	16,692.00
E304	24" REINFORCED CONCRETE PIPE, CLASS IV	113	LF	285.00	32,205.00
E305	36" REINFORCED CONCRETE PIPE, CLASS IV	582	LF	390.00	226,980.00
E306	42" REINFORCED CONCRETE PIPE, CLASS IV	67	LF	695.00	46,565.00
E307	48" REINFORCED CONCRETE PIPE, CLASS IV	1,283	LF	567.75	728,423.25
E308	48" DIAMETER MANHOLE (TOE-SD-2.01)	1	EA	9,000.00	9,000.00
E309	72" DIAMETER MANHOLE	6	EA	15,850.00	95,100.00
E310	72" DIAMETER MANHOLE-VERTICAL DEPTH	3	VF	731.00	2,193.00
E311	96" DIAMETER MANHOLE	3	EA	27,600.00	82,800.00
E312	PRECAST STANDARD TYPE H COMBINATION INLET (MD-374.75)	2	EA	11,530.00	23,060.00
E313	PRECAST STANDARD TYPE H COMBINATION INLET (MD-374.75)-VERTICAL DEPTH	2	VF	1,150.00	2,300.00
E314	TOE TRAFFIC BEARING YARD INLET (TOE-SD-1.06)	1	EA	7,725.00	7,725.00
E315	STANDARD TYPE S INLET SINGLE GRATE (MD-379.03)	1	EA	8,925.00	8,925.00
E316	STANDARD TYPE S INLET TANDEM GRATE (MD-379.03)	1	EA	11,380.00	11,380.00

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

E317	STANDARD TYPE S INLET TANDEM GRATE (MD-379.03)-VERTICAL DEPTH	1	VF	900.00	900.00
E318	PRECAST CONCRETE TRENCH BOX 'BIG TRENCH' (8' SECTION)	2	EA	14,200.00	28,400.00
E319	PRECAST CONCRETE TRENCH BOX 'BIG TRENCH' (4' SECTION)	1	EA	11,670.00	11,670.00
E320	TRENCH BOX GRATE (2'X4' BIKE GRATE)	5	EA	.01	.05
E321	TRENCH BOX END SECTION	2	EA	.01	.02
E322	STANDARD B-48 HEADWALL (MD 352.01)	1	EA	31,335.00	31,335.00
E323	STANDARD CURB AND GUTTER (TOE-R-6.05)	333	LF	70.50	23,476.50
E324	VALLEY GUTTER AND INTERSECTION (TOE-R-6.05)	12	LF	81.80	981.60
E325	CLASS I RIPRAP FOR INFLOW AND OUTFALL PROTECTION	950	SY	.01	9.50
E326	REMOVAL OF EXISTING PIPE	753	LF	39.50	29,743.50
E327	FLOWABLE BACKFILL FOR PIPE ABANDONMENT	7	CY	725.00	5,075.00
E501	SUPERPAVE ASPHALT MIX 9.5MM FOR SURFACE	88	TON	230.00	20,240.00
E502	SUPERPAVE ASPHALT MIX 12.5MM FOR BASE	175	TON	395.00	69,125.00
E503	CRUSHER RUN AGGREGATE CR-6	2,944	TON	.01	29.44
E504	AASHTO NO. 57 AGGREGATE	1,196	CY	135.50	162,058.00
E701	TEMPORARY SEED	3,244	SY	.90	2,919.60
E702	TEMPORARY MULCH	296	SY	3.25	962.00
E703	TREE BRANCH PRUNING	1	LS	2,220.00	2,220.00
E704	TREE ROOT PRUNING	1,250	LF	2.65	3,312.50
E705	REMOVE AND RESET DECORATIVE BRICK SIDEWALK	566	SF	58.30	32,997.80
E706	TURFGRASS SOD ESTABLISHMENT	3,244	SY	5.60	18,166.40
E707	REMOVAL OF EXISTING CURB AND GUTTER	345	LF	25.50	8,797.50
E708	4" CONCRETE SIDEWALK	203	SF	31.00	6,293.00
EAST AVENUE SUBTOTAL					\$2,222,763.76
HARRISON STREET					
H101	MAINTENANCE OF TRAFFIC	1	LS	75,000.00	75,000.00
H102	CONSTRUCTION STAKEOUT	1	LS	10,000.00	10,000.00
H103	EROSION AND SEDIMENT CONTROL	1	LS	16,500.00	16,500.00

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

H104	REMOVAL OF TREES	1	EA	5,550.00	5,550.00
H105	18-INCH FILTER LOG	370	LF	13.45	4,976.50
H106	MOBILIZATION	1	LS	22,250.00	22,250.00
H301	12" REINFORCED CONCRETE PIPE, CLASS IV	50	LF	540.00	27,000.00
H302	24" REINFORCED CONCRETE PIPE, CLASS IV	58	LF	600.00	34,800.00
H303	30" REINFORCED CONCRETE PIPE, CLASS IV	724	LF	535.00	387,340.00
H304	36" REINFORCED CONCRETE PIPE, CLASS IV	1,466	LF	633.24	928,329.84
H305	48" REINFORCED CONCRETE PIPE, CLASS IV	207	LF	756.00	156,492.00
H306	48 INCH DIAMETER MANHOLE (TOE-SD-2.01)	1	EA	13,000.00	13,000.00
H307	60 INCH DIAMETER MANHOLE	6	EA	15,150.00	90,900.00
H308	60 INCH DIAMETER MANHOLE - VERTICAL DEPTH	2	VF	2,400.00	4,800.00
H309	72 INCH DIAMETER MANHOLE	4	EA	17,00.00	68,000.00
H310	72 INCH DIAMETER MANHOLE - VERTICAL DEPTH	3	VF	2,400.00	7,200.00
H311	96 INCH DIAMETER MANHOLE	6	EA	23,450.00	140,700.00
H312	JUNCTION BOX MD-386.11	1	EA	18,900.00	18,900.00
H313	REMOVAL OF EXISTING MANHOLE OR INLET STRUCTURE	7	EA	2,000.00	14,000.00
H314	PRECAST STANDARD TYPE S INLET (MD-379.01)	3	EA	14,000.00	42,000.00
H315	PRECAST STANDARD TYPE S INLET (MD-379.01) - VERTICAL DEPTH	3	VF	2,050.00	6,150.00
H316	PRECAST STANDARD TYPE H COMBINATION INLET (MD-374.75)	3	EA	14,850.00	44,550.00
H317	PRECAST STANDARD TYPE H COMBINATION INLET (MD-374.75) - VERTICAL DEPTH	3	VF	2,055.00	6,165.00
H318	PRECAST STANDARD TYPE WRM COMBINATION INLET (MD-374.22)	1	EA	22,200.00	22,200.00
H319	PRECAST STANDARD TYPE WRM COMBINATION INLET (MD-374.22) - VERTICAL DEPTH	1	VF	2,055.00	2,055.00
H320	STANDARD CURB AND GUTTER (TOE-R-6.05)	977	LF	70.50	68,878.00
H321	STANDARD DEPRESSED CURB AND GUTTER FOR SIDEWALK RAMPS (TOE-R-6.03)	8	LF	76.00	608.00
H322	VALLEY GUTTER AND INTERSECTION (TOE-R-6.05)	44	LF	112.00	4,928.00

H323	REMOVAL OF EXISTING PIPE	363	LF	88.75	32,216.25
H324	FLOWABLE BACKFILL FOR PIPE ABANDONMENT	52	CY	710.00	36,920.00
H325	SUPERPAVE ASPHALT MIX 9.5MM FOR SURFACE	170	TON	228.50	38,845.00
H502	SUPERPAVE ASPHALT MIX 12.5MM FOR BASE	340	TON	310.50	105,570.00
H503	CRUSHER RUN AGGREGATE CR-6	3,381	TON	37.75	127,632.75
H504	AASHTO NO. 57 AGGREGATE	1,142	CY	94.25	107,633.50
H505	GRAVEL PARKING LOT	1,932	SF	2.00	3,864.00
H701	TEMPORARY SEED	116	SY	.90	104.40
H702	TEMPORARY MULCH	116	SY	3.25	377.00
H703	4" CONCRETE SIDEWALK	518	SF	31.10	16,109.80
H704	REMOVE AND RESET DECORATIVE BRICK SIDEWALK	6	SF	40.00	240.00
H705	TURFGRASS SOD ESTABLISHMENT	116	SY	5.60	649.60
H706	18" FILTER LOG	370	LF	13.25	4,902.50
H707	REMOVAL OF EXISTING CURB AND GUTTER	1,029	LF	24.40	25,107.60
HARRISON STREET SUBTOTAL					\$2,723,445.24
PROJECT TOTAL					\$4,946,209.00

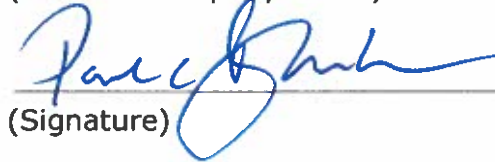
My **HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

Four Million, Nine Hundred Forty Six Thousand, Two Hundred Nine Dollars Dollars (\$ \$4,946,209.00).

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

David A. Bramble, Inc.

(Bidder - Company Name)



(Signature)

10/08/2024

(Date)

Paul C. Bramble

(Print Name)

President

(Title)

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

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

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

Bidders must be prepared to complete work outlined in Special Condition 2.E before **DECEMBER 31, 2025**. Bidder further agrees to pay as liquidated damages, an amount of **\$1,000 per calendar day**, as defined in the General Conditions.

In addition to work outlined in Special Condition 2.E., additional work may be added to this Contract if mutually agreed to by both the Town and the Contractor. All additional work under this Contract must be completed by **OCTOBER 31, 2026**.

SUBCONTRACTOR LISTING

The following subcontractors will be employed by this contract:

Project Phase	Type of Work	Subcontractor's Name, Address, Phone Number	Percent of Total Work
	Survey	Atlantic Surveying & Mapping, L.L.C. PO Box 734 Georgetown, DE 19947 302-684-2980	.3%
	Tree Removal	Economy Tree Service, Inc. PO Box 57 Wye Mills, MD 21679 410-827-5198	.5%
	Concrete	Reliable Concrete Services, LLC 9523 Gannon Road Easton, MD 21601 410-310-2503	1.2%
	Utility Install	Teal Construction, Inc. 612 Mary Street Dover, DE 19904 302-6789500	36%

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

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

NON-COLLUSION CERTIFICATE

COUNTY OF: Kent

STATE OF: Maryland

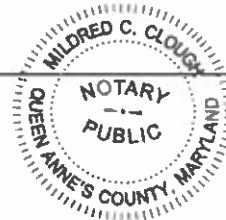
Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Paul C. Bramble

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

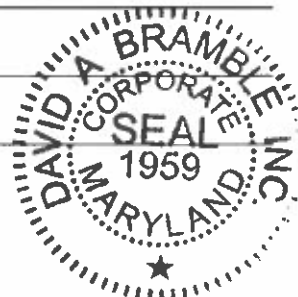
In Witness thereof, I hereby set my hand and official seal.

Mildred C. Clough
(NOTARY PUBLIC) Mildred C. Clough

My Commission Expires: 01/21/2025



Paul C. Bramble
Sign for Identification Paul C. Bramble, President



HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

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

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

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

10/08/2024

DATE

SIGNATURE

Paul C. Bramble

PRINTED

President

TITLE

David A. Bramble, Inc., P.O. Box 419, Chestertown, MD 21620

FIRM NAME AND ADDRESS

END OF SECTION

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

BID BOND

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

David A. Bramble, Inc.

as Principal, and

Liberty Mutual Insurance Company

as Surety, are hereby held and firmly bound unto the Town of Easton, as OWNER,
Two Hundred Forty Seven Thousand, Three
the penal sum of Hundred Ten Dollars and Forty-Five Cents (**5% of the Total**

Base Bid) for the payment of which, well and truly to be made, we hereby jointly
and severally bind ourselves, successors and assigns.

Signed, this 8th day of October, 2024.

The Condition of the above obligation is such that whereas the Principal has
submitted to the Town of Easton a certain BID, attached hereto and hereby made a
part hereof to enter into a contract in writing, for the **HARRISON STREET AND
EAST AVENUE STORMDRAIN PROJECT.**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a
contract in the Form of Contract attachment hereto (properly completed in
accordance with said BID) and shall furnish a BOND for faithful performance
of said contract, and for the payment of all persons performing labor and
furnishing materials in connection therewith, and shall in all other respects
perform the agreement created by the acceptance of said BID, then this

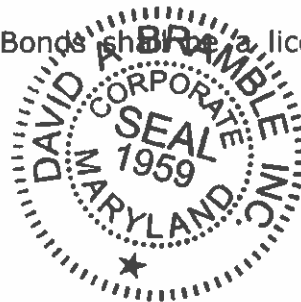
HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

 (L.S.)
Principal Paul C. Bramble, President



Liberty Mutual Insurance Company

Surety

By: 
Kevin P. Adams, Attorney-in-Fact



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

END OF SECTION

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8211570 - 019014**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Colin M. Montgomery, James P. Marquet, Kevin Connelly, Kevin P. Adams, Martin J. Purcell, Michael J. Mitchell

all of the city of Philadelphia state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of April, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 2nd day of April, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of October, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2023

Assets	Liabilities
Cash and Bank Deposits \$1,850,245,073.00	Unearned Premiums \$10,298,963,305.00
*Bonds – U.S Government \$3,859,565,383.00	Reserve for Claims and Claims Expense \$28,848,537,243.00
*Other Bonds \$21,048,805,773.00	Funds Held Under Reinsurance Treaties \$360,714,151.00
*Stocks \$19,937,271,802.00	Reserve for Dividends to Policyholders..... \$1,310,198.00
Real Estate \$122,228,711.00	Additional Statutory Reserve..... \$296,126,000.00
Agents' Balances or Uncollected Premiums.. \$8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities \$7,622,413,466.63
Accrued Interest and Rents \$186,906,667.00	Total \$47,428,064,363.63
Other Admitted Assets.....\$15,677,869,683.63	Special Surplus Funds \$209,508,757.00
Total Admitted Assets.....\$70,891,553,519.63	Capital Stock \$10,000,075.00
	Paid in Surplus \$13,834,867,488.00
	Unassigned Surplus \$9,409,112,836.00
	Surplus to Policyholders..... \$23,463,489,156.00
	Total Liabilities and Surplus \$70,891,553,519.63

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

PROPOSAL**HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT**

Made this 7th day of October, 2024,

By Pay Dirt LLC

Business Address 621 Central Ave East, Building 1 Suite A, Edgewater, MD 21037

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

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

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

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

\$3,000,000 on account of one accident. Property damage insurance shall be in an amount **not less than \$200,000 per accident**, with an **aggregate of not less than \$500,000**.

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

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

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

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



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

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
1	09/17/2024	2
2	09/27/2024	1
3	10/02/2024	1

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

BID FORM (REV 1)

ITEM	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
EAST AVENUE					
E101	MAINTENANCE OF TRAFFIC	1	LS	\$15,000.00	\$15,000.00
E102	CONSTRUCTION STAKEOUT	1	LS	\$15,000.00	\$15,000.00
E103	EROSION AND SEDIMENT CONTROL	1	LS	\$23,760.00	\$23,760.00
E104	STABILIZED CONSTRUCTION ENTRANCE	1	LS	\$1,594.00	\$1,594.00
E105	18" FILTER LOG	508	LF	\$18.70	\$9,499.60
E106	TEMPORARY MULCH ACCESS DRIVE	296	SY	\$30.68	\$9,081.28
E107	REMOVAL OF TREES	3	EA	\$1,571.67	\$4,715.01
E108	CLEAR AND GRUB	1	LS	\$3,650.00	\$3,650.00
E110	MOBILIZATION	1	LS	\$291,238.75	\$291,238.75
E201	CLASS 2 EXCAVATION	390	CY	\$54.36	\$21,200.40
E301	12" REINFORCED CONCRETE PIPE, CLASS IV	21	LF	\$230.48	\$4,840.08
E303	21" REINFORCED CONCRETE PIPE, CLASS IV	39	LF	\$179.49	\$7,000.11
E304	24" REINFORCED CONCRETE PIPE, CLASS IV	113	LF	\$178.05	\$20,119.65
E305	36" REINFORCED CONCRETE PIPE, CLASS IV	582	LF	\$230.08	\$133,906.56
E306	42" REINFORCED CONCRETE PIPE, CLASS IV	67	LF	\$272.00	\$18,224.00
E307	48" REINFORCED CONCRETE PIPE, CLASS IV	1,283	LF	\$296.37	\$380,242.71
E308	48" DIAMETER MANHOLE (TOE-SD-2.01)	1	EA	\$5,800.00	\$5,800.00
E309	72" DIAMETER MANHOLE	6	EA	\$9,200.00	\$55,200.00
E310	72" DIAMETER MANHOLE-VERTICAL DEPTH	3	VF	\$1,000.00	\$3,000.00
E311	96" DIAMETER MANHOLE	3	EA	\$13,500.00	\$40,500.00
E312	PRECAST STANDARD TYPE H COMBINATION INLET (MD-374.75)	2	EA	\$8,900.00	\$17,800.00
E313	PRECAST STANDARD TYPE H COMBINATION INLET (MD-374.75)-VERTICAL DEPTH	2	VF	\$1,000.00	\$2,000.00
E314	TOE TRAFFIC BEARING YARD INLET (TOE-SD-1.06)	1	EA	\$7,000.00	\$7,000.00
E315	STANDARD TYPE S INLET SINGLE GRATE (MD-379.03)	1	EA	\$5,700.00	\$5,700.00
E316	STANDARD TYPE S INLET TANDEM GRATE (MD-379.03)	1	EA	\$8,200.00	\$8,200.00

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

E317	STANDARD TYPE S INLET TANDEM GRATE (MD-379.03)-VERTICAL DEPTH	1	VF	\$1,000.00	\$1,000.00
E318	PRECAST CONCRETE TRENCH BOX 'BIG TRENCH' (8' SECTION)	2	EA	\$4,500.00	\$9,000.00
E319	PRECAST CONCRETE TRENCH BOX 'BIG TRENCH' (4' SECTION)	1	EA	\$5,000.00	\$5,000.00
E320	TRENCH BOX GRATE (2'X4' BIKE GRATE)	5	EA	\$1,000.00	\$5,000.00
E321	TRENCH BOX END SECTION	2	EA	\$1,000.00	\$2,000.00
E322	STANDARD B-48 HEADWALL (MD 352.01)	1	EA	\$12,800.00	\$12,800.00
E323	STANDARD CURB AND GUTTER (TOE-R-6.05)	333	LF	\$55.00	\$18,315.00
E324	VALLEY GUTTER AND INTERSECTION (TOE-R-6.05)	12	LF	\$55.00	\$660.00
E325	CLASS I RIPRAP FOR INFLOW AND OUTFALL PROTECTION	950	SY	\$76.32	\$72,504.00
E326	REMOVAL OF EXISTING PIPE	753	LF	\$15.01	\$11,302.53
E327	FLOWABLE BACKFILL FOR PIPE ABANDONMENT	7	CY	\$392.86	\$2,750.02
E501	SUPERPAVE ASPHALT MIX 9.5MM FOR SURFACE	88	TON	\$230.00	\$20,240.00
E502	SUPERPAVE ASPHALT MIX 12.5MM FOR BASE	175	TON	\$230.00	\$40,250.00
E503	CRUSHER RUN AGGREGATE CR-6	2,944	TON	\$178.62	\$525,857.28
E504	AASHTO NO. 57 AGGREGATE	1,196	CY	\$254.18	\$303,999.28
E701	TEMPORARY SEED	3,244	SY	\$0.46	\$1,492.24
E702	TEMPORARY MULCH	296	SY	\$1.26	\$372.96
E703	TREE BRANCH PRUNING	1	LS	\$2,000.00	\$2,000.00
E704	TREE ROOT PRUNING	1,250	LF	\$6.40	\$8,000.00
E705	REMOVE AND RESET DECORATIVE BRICK SIDEWALK	566	SF	\$14.51	\$8,212.66
E706	TURFGRASS SOD ESTABLISHMENT	3,244	SY	\$9.00	\$29,196.00
E707	REMOVAL OF EXISTING CURB AND GUTTER	345	LF	\$7.71	\$2,659.95
E708	4" CONCRETE SIDEWALK	203	SF	\$10.00	\$2,030.00
EAST AVENUE SUBTOTAL					\$2,188,914.07
HARRISON STREET					
H101	MAINTENANCE OF TRAFFIC	1	LS	\$20,500.00	\$20,500.00
H102	CONSTRUCTION STAKEOUT	1	LS	\$20,000.00	\$20,000.00
H103	EROSION AND SEDIMENT CONTROL	1	LS	\$24,250.00	\$24,250.00

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

H104	REMOVAL OF TREES	1	EA	\$1,715.00	\$1,715.00
H105	18-INCH FILTER LOG	370	LF	\$20.81	\$7,699.70
H106	MOBILIZATION	1	LS	\$308,473.30	\$308,473.30
H301	12" REINFORCED CONCRETE PIPE, CLASS IV	50	LF	\$159.20	\$7,960.00
H302	24" REINFORCED CONCRETE PIPE, CLASS IV	58	LF	\$194.21	\$11,264.18
H303	30" REINFORCED CONCRETE PIPE, CLASS IV	724	LF	\$204.50	\$148,058.00
H304	36" REINFORCED CONCRETE PIPE, CLASS IV	1,466	LF	\$231.95	\$340,038.70
H305	48" REINFORCED CONCRETE PIPE, CLASS IV	207	LF	\$297.43	\$61,568.01
H306	48 INCH DIAMETER MANHOLE (TOE-SD-2.01)	1	EA	\$6,300.00	\$6,300.00
H307	60 INCH DIAMETER MANHOLE	6	EA	\$7,700.00	\$46,200.00
H308	60 INCH DIAMETER MANHOLE - VERTICAL DEPTH	2	VF	\$1,250.00	\$2,500.00
H309	72 INCH DIAMETER MANHOLE	4	EA	\$9,200.00	\$36,800.00
H310	72 INCH DIAMETER MANHOLE - VERTICAL DEPTH	3	VF	\$1,000.00	\$3,000.00
H311	96 INCH DIAMETER MANHOLE	6	EA	\$13,500.00	\$81,000.00
H312	JUNCTION BOX MD-386.11	1	EA	\$10,700.00	\$10,700.00
H313	REMOVAL OF EXISTING MANHOLE OR INLET STRUCTURE	7	EA	\$271.43	\$1,900.01
H314	PRECAST STANDARD TYPE S INLET (MD-379.01)	3	EA	\$8,200.00	\$24,600.00
H315	PRECAST STANDARD TYPE S INLET (MD-379.01) - VERTICAL DEPTH	3	VF	\$1,000.00	\$3,000.00
H316	PRECAST STANDARD TYPE H COMBINATION INLET (MD-374.75)	3	EA	\$8,900.00	\$26,700.00
H317	PRECAST STANDARD TYPE H COMBINATION INLET (MD-374.75) - VERTICAL DEPTH	3	VF	\$1,000.00	\$3,000.00
H318	PRECAST STANDARD TYPE WRM COMBINATION INLET (MD-374.22)	1	EA	\$12,400.00	\$12,400.00
H319	PRECAST STANDARD TYPE WRM COMBINATION INLET (MD-374.22) - VERTICAL DEPTH	1	VF	\$1,000.00	\$1,000.00
H320	STANDARD CURB AND GUTTER (TOE-R-6.05)	977	LF	\$55.00	\$53,735.00
H321	STANDARD DEPRESSED CURB AND GUTTER FOR SIDEWALK RAMPS (TOE-R-6.03)	8	LF	\$55.00	\$440.00
H322	VALLEY GUTTER AND INTERSECTION (TOE-R-6.05)	44	LF	\$55.00	\$2,420.00

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

H323	REMOVAL OF EXISTING PIPE	363	LF	\$5.19	\$1,883.97
H324	FLOWABLE BACKFILL FOR PIPE ABANDONMENT	52	CY	\$326.92	\$16,999.84
H325	SUPERPAVE ASPHALT MIX 9.5MM FOR SURFACE	170	TON	\$230.00	\$39,100.00
H502	SUPERPAVE ASPHALT MIX 12.5MM FOR BASE	340	TON	\$230.00	\$78,200.00
H503	CRUSHER RUN AGGREGATE CR-6	3,381	TON	\$161.45	\$545,862.45
H504	AASHTO NO. 57 AGGREGATE	1,142	CY	\$365.75	\$417,686.50
H505	GRAVEL PARKING LOT	1,932	SF	\$3.03	\$5,853.96
H701	TEMPORARY SEED	116	SY	\$0.43	\$49.88
H702	TEMPORARY MULCH	116	SY	\$0.43	\$49.88
H703	4" CONCRETE SIDEWALK	518	SF	\$10.00	\$5,180.00
H704	REMOVE AND RESET DECORATIVE BRICK SIDEWALK	6	SF	\$166.67	\$1,000.02
H705	TURFGRASS SOD ESTABLISHMENT	116	SY	\$9.00	\$1,044.00
H706	18" FILTER LOG	370	LF	\$20.81	\$7,699.70
H707	REMOVAL OF EXISTING CURB AND GUTTER	1,029	LF	\$3.55	\$3,652.95
HARRISON STREET SUBTOTAL					\$2,391,485.05
PROJECT TOTAL					

My **HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

Four Million Five Hundred Eighty Thousand
Three Hundred Ninety Nine Dollars and Twelve Cents Dollars (\$ 4,580,399.12).

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

Pay Dirt LLC

(Bidder - Company Name)



10/07/2024

(Signature)

(Date)

Michael Beggins

Manager

(Print Name)

(Title)

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

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

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

Bidders must be prepared to complete work outlined in Special Condition 2.E before **DECEMBER 31, 2025**. Bidder further agrees to pay as liquidated damages, an amount of **\$1,000 per calendar day**, as defined in the General Conditions.

In addition to work outlined in Special Condition 2.E., additional work may be added to this Contract if mutually agreed to by both the Town and the Contractor. All additional work under this Contract must be completed by **OCTOBER 31, 2026**.

SUBCONTRACTOR LISTING

The following subcontractors will be employed by this contract:

Project Phase	Type of Work	Subcontractor's Name, Address, Phone Number	Percent of Total Work
3	Concrete and Paving	Image Asphalt Maintenance, Inc 8225 Baltimore Annapolis Blvd, Pasadena, MD 21122 (800) 760-7325	6%

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

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT
NON-COLLUSION CERTIFICATE

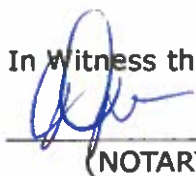
COUNTY OF: Calvert

STATE OF: Calvert County ^{AJ} Maryland

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

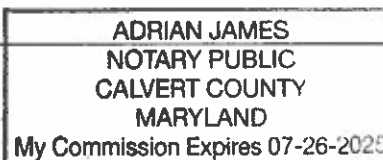
And made oath in due form of law that the Proposer herein, his Agents, servants and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Proposer, or themselves, to obtain information that would give the Proposer an unfair advantage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

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



(NOTARY PUBLIC)

My Commission Expires: 7/26/2025



Drivers license

Sign for Identification

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

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

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

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

10/7/2024

DATE

SIGNATURE

PRINTED

TITLE

FIRM NAME AND ADDRESS


Michael Beggs
Manager
Pay Dirt LLC, 621 Central Ave E Box #2, Edgewater, MD 21037

END OF SECTION

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

BID BOND

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

Pay Dirt, LLC

as Principal, and

Atlantic Specialty Insurance Company

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

Signed, this 8th day of October, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to the Town of Easton a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT**.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this

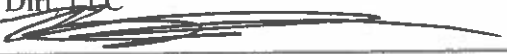
HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

Pay Dirt LLC

 (L.S.)
Principal



Atlantic Specialty Insurance Company

Surety

By:


Debra Stewart, Attorney-in-fact

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

END OF SECTION

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brittany Ferciot, Andrew Porter, Belinda Ferciot, Reginald Jarvis, Debra Stewart, Michael Schendel, Chris G. Daves, Courtney Seed**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

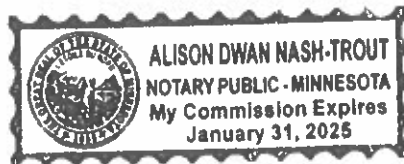
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 8th day of October, 2024.



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

Company Description

Pay Dirt, LLC is a well-established and highly respected construction company based in Anne Arundel County for over 20 years. Pay Dirt manages and constructs projects from concept to completion to meet client's needs and expectations. Our company provides a wide variety of construction services including site work and excavation, stormwater management, infrastructure upgrades, and environmental construction. Pay Dirt has constructed over \$90 million in projects consisting of multi-year projects and task order contracts.

As a 20-30 employee business, Pay Dirt can provide personal attention on projects and deliver a quality product, regardless of the number of projects being simultaneously constructed. Pay Dirt's employees are highly skilled and experienced in a wide range of trades and pride themselves on attention to detail in all aspects of our work.

Pay Dirt is well known for its ability to complete work in a timely and efficient manner while upholding a high standard of quality. We have a proven reputation for completing projects on time and at a fair cost, while meeting and exceeding expectations.

Pay Dirt both manages and self-performs construction, bringing a unique combination of management skills and technical expertise to every project. We have a network of dependable suppliers and the field and support personnel to keep projects on schedule and, when needed, utilize trusted specialized subcontractors.

At Pay Dirt, the safety of our employees and clients is our top priority. We understand that the type of work we do is inherently dangerous. We view safety as the foundation for the quality and production of work. We take the steps necessary to follow all OSHA rules and regulations to ensure the safety of personnel onsite. Weekly toolbox talks, annual safety training, and daily hazard recognition practices are commonplace on our sites, and mandatory in our subcontractor agreements.

Pay Dirt LLC Project Experience

Project Name: Cromwell Fountain Emergency Repair and Retrofit

Project Location: Glen Burnie, MD

Description of the Work Performed: Pay Dirt excavated and graded 4 pools within the pond, complete with 200 cubic yards of rip rap to build four weirs and outfall protection. Embankment reconstruction consisted of placing and compacting 4,200 cubic yards of impervious clay with an earth fill shell around it. The project required removing and replacing 450 linear feet of reinforced concrete pipes in the principal spillway and pond inflow. Four concrete structures were installed throughout the project consisting of two headwalls, a manhole, and a 12' cast in place riser structure.

Initial Bid Amount: \$ 1,749,220.58

Contract Amount: \$ 1,749,220.58

Contract Started: 04/10/2022

Date Completed: 01/23/2023

Engineer:

Name: Bayland Consultants & Designers, Inc
Address: 7455 New Ridge Rd Suite T, Hanover, MD 21076
Telephone Number: (410) 694-9401

Reference:

Owner's Name: Anne County Department of Public Works
Contact: Jeff Ratteree
Address: 2662 Riva Rd, Annapolis MD 21401
Telephone Number: (410) 222-7500

Pay Dirt LLC Project Experience

Project Name: Riverside Park

Project Location: Brooklyn Park, MD

Description of the Work Performed: The Riverside Park project was a retrofit project that included removing a concrete channel and installing an SPSC system. The project included the excavation of 865 CY and the installation of 324 CY of Washed Concrete Sand and Woodchip Mix, 640 CY of 57 stone, 440 LF of bituminous Rolled Curb, 320 LF of 15" RCP, 2 Type B Manholes and 1 Dog House Manhole.

Initial Bid Amount: \$ 448,417.63

Contract Amount: \$ 459,785.68

Contract Started: 05/21/2021

Date Completed: 09/23/2021

Engineer:

Name: AKRF, Inc.

Address: 7250 Parkway Dr, Suite 210, Hanover, MD 21076

Telephone Number: (646) 388-9813

Reference:

Owner's Name: Anne County Department of Public Works

Contact: Greg LeBlanc

Address: 2662 Riva Rd, Annapolis MD 21401

Telephone Number: (410) 222-7500

Pay Dirt LLC Project Experience

Project Name: Chestnut Hill Ave Drainage Improvement

Project Location: Pasadena, MD

Description of the Work Performed: Chestnut Hill was a drainage improvement project that involved the installation of 370 LF of 18" RCP, 737 LF of 42" RCP, 148 LF of 30" RCP, 4 Type D Manholes, 4 Type C Manholes, 1 Modified SHA Type Type C End Wall, 1 Type B Manhole, 4 A-3 Manholes, 115 tons of Bituminous Base Course, and 60 tons of Bituminous Surface Course.

Initial Bid Amount: \$ 416,777.09

Contract Amount: \$ 456,948.49

Contract Started: 12/17/2019

Date Completed: 04/20/2020

Engineer:

Name: Bayland Consultants & Designers, Inc
Address: 7455 New Ridge Rd Suite T, Hanover, MD 21076
Telephone Number: (410) 694-9401

Reference:

Owner's Name: Anne County Department of Public Works
Contact: Joe Ports
Address: 2662 Riva Rd, Annapolis MD 21401
Telephone Number: (410) 222-7500

PROPOSAL

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

Made this Eight day of October, 2024,

By Retallack & Son's Inc.

Business Address 8570 Swann Haven Rd, Easton, MD 21601

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

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

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

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

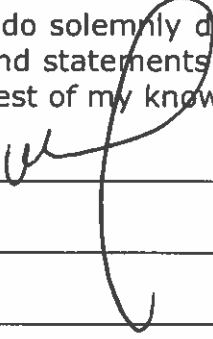
\$3,000,000 on account of one accident. Property damage insurance shall be in an amount **not less than \$200,000 per accident**, with an **aggregate of not less than \$500,000**.

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

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

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

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

 Miles Retallack - General Manager

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

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
1	9/17/2024	2
2	9/27/2024	1
3	10/2/2024	1

BID FORM (REV 1)

ITEM	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
EAST AVENUE					
E101	MAINTENANCE OF TRAFFIC	1	LS	\$19,000.00	\$19,000.00
E102	CONSTRUCTION STAKEOUT	1	LS	\$14,018.50	\$14,018.50
E103	EROSION AND SEDIMENT CONTROL	1	LS	\$19,000.00	\$19,000.00
E104	STABILIZED CONSTRUCTION ENTRANCE	1	LS	\$5,500.00	\$5,500.00
E105	18" FILTER LOG	508	LF	\$13.50	\$6,858.00
E106	TEMPORARY MULCH ACCESS DRIVE	296	SY	\$8.45	\$2,501.20
E107	REMOVAL OF TREES	3	EA	\$4,063.34	\$12,190.02
E108	CLEAR AND GRUB	1	LS	\$5,500.00	\$5,500.00
E110	MOBILIZATION	1	LS	\$106,054.96	\$106,054.96
E201	CLASS 2 EXCAVATION	390	CY	\$55.00	\$21,450.00
E301	12" REINFORCED CONCRETE PIPE, CLASS IV	21	LF	\$560.44	\$11,769.24
E303	21" REINFORCED CONCRETE PIPE, CLASS IV	39	LF	\$340.22	\$13,268.58
E304	24" REINFORCED CONCRETE PIPE, CLASS IV	113	LF	\$284.17	\$32,111.21
E305	36" REINFORCED CONCRETE PIPE, CLASS IV	582	LF	\$539.90	\$314,221.80
E306	42" REINFORCED CONCRETE PIPE, CLASS IV	67	LF	\$592.78	\$39,716.26
E307	48" REINFORCED CONCRETE PIPE, CLASS IV	1,283	LF	\$615.60	\$789,814.80
E308	48" DIAMETER MANHOLE (TOE-SD-2.01)	1	EA	\$11,532.51	\$11,532.51
E309	72" DIAMETER MANHOLE	6	EA	\$21,889.38	\$131,336.28
E310	72" DIAMETER MANHOLE-VERTICAL DEPTH	3	VF	\$580.02	\$1,740.06
E311	96" DIAMETER MANHOLE	3	EA	\$33,037.13	\$99,111.39
E312	PRECAST STANDARD TYPE H COMBINATION INLET (MD-374.75)	2	EA	\$14,695.38	\$29,390.76
E313	PRECAST STANDARD TYPE H COMBINATION INLET (MD-374.75)-VERTICAL DEPTH	2	VF	\$1,406.92	\$2,813.84
E314	TOE TRAFFIC BEARING YARD INLET (TOE-SD-1.06)	1	EA	\$8,184.45	\$8,184.45
E315	STANDARD TYPE S INLET SINGLE GRATE (MD-379.03)	1	EA	\$6,641.56	\$6,641.56
E316	STANDARD TYPE S INLET TANDEM GRATE (MD-379.03)	1	EA	\$8,860.65	\$8,860.65

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

E317	STANDARD TYPE S INLET TANDEM GRATE (MD-379.03)-VERTICAL DEPTH	1	VF	\$1,406.92	\$1,406.92
E318	PRECAST CONCRETE TRENCH BOX 'BIG TRENCH' (8' SECTION)	2	EA	\$9,263.27	\$18,526.54
E319	PRECAST CONCRETE TRENCH BOX 'BIG TRENCH' (4' SECTION)	1	EA	\$7,019.14	\$7,019.14
E320	TRENCH BOX GRATE (2'X4' BIKE GRATE)	5	EA	\$243.80	\$1,219.00
E321	TRENCH BOX END SECTION	2	EA	\$5,435.00	\$10,870.00
E322	STANDARD B-48 HEADWALL (MD 352.01)	1	EA	\$10,044.25	\$10,044.25
E323	STANDARD CURB AND GUTTER (TOE-R-6.05)	333	LF	\$48.76	\$16,237.08
E324	VALLEY GUTTER AND INTERSECTION (TOE-R-6.05)	12	LF	\$48.76	\$585.12
E325	CLASS I RIPRAP FOR INFLOW AND OUTFALL PROTECTION	950	SY	\$91.22	\$86,659.00
E326	REMOVAL OF EXISTING PIPE	753	LF	\$75.00	\$56,475.00
E327	FLOWABLE BACKFILL FOR PIPE ABANDONMENT	7	CY	\$198.28	\$1,387.96
E501	SUPERPAVE ASPHALT MIX 9.5MM FOR SURFACE	88	TON	\$175.89	\$15,478.32
E502	SUPERPAVE ASPHALT MIX 12.5MM FOR BASE	175	TON	\$136.74	\$23,929.50
E503	CRUSHER RUN AGGREGATE CR-6	2,944	TON	\$36.00	\$105,984.00
E504	AASHTO NO. 57 AGGREGATE	1,196	CY	\$75.60	\$90,417.60
E701	TEMPORARY SEED	3,244	SY	\$0.17	\$551.48
E702	TEMPORARY MULCH	296	SY	\$1.34	\$396.64
E703	TREE BRANCH PRUNING	1	LS	\$3,600.00	\$3,600.00
E704	TREE ROOT PRUNING	1,250	LF	\$3.60	\$4,500.00
E705	REMOVE AND RESET DECORATIVE BRICK SIDEWALK	566	SF	\$79.24	\$44,849.84
E706	TURFGRASS SOD ESTABLISHMENT	3,244	SY	\$3.52	\$11,418.88
E707	REMOVAL OF EXISTING CURB AND GUTTER	345	LF	\$5.50	\$1,897.50
E708	4" CONCRETE SIDEWALK	203	SF	\$5.49	\$1,114.47
EAST AVENUE SUBTOTAL					\$ 2,227,154.31
HARRISON STREET					
H101	MAINTENANCE OF TRAFFIC	1	LS	\$18,000.00	\$18,000.00
H102	CONSTRUCTION STAKEOUT	1	LS	\$14,018.50	\$14,018.50
H103	EROSION AND SEDIMENT CONTROL	1	LS	\$18,000.00	\$18,000.00

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

H104	REMOVAL OF TREES	1	EA	\$4,056.75	\$4,056.75
H105	18-INCH FILTER LOG	370	LF	\$6.42	\$2,375.40
H106	MOBILIZATION	1	LS	\$99,303.53	\$99,303.53
H301	12" REINFORCED CONCRETE PIPE, CLASS IV	50	LF	\$255.55	\$12,777.50
H302	24" REINFORCED CONCRETE PIPE, CLASS IV	58	LF	\$562.33	\$32,615.14
H303	30" REINFORCED CONCRETE PIPE, CLASS IV	724	LF	\$448.88	\$324,989.12
H304	36" REINFORCED CONCRETE PIPE, CLASS IV	1,466	LF	\$399.50	\$585,667.00
H305	48" REINFORCED CONCRETE PIPE, CLASS IV	207	LF	\$384.33	\$79,556.31
H306	48 INCH DIAMETER MANHOLE (TOE-SD-2.01)	1	EA	\$21,716.93	\$21,716.93
H307	60 INCH DIAMETER MANHOLE	6	EA	\$21,798.83	\$130,792.98
H308	60 INCH DIAMETER MANHOLE - VERTICAL DEPTH	2	VF	\$378.92	\$757.84
H309	72 INCH DIAMETER MANHOLE	4	EA	\$24,302.51	\$97,210.04
H310	72 INCH DIAMETER MANHOLE - VERTICAL DEPTH	3	VF	\$580.02	\$1,740.06
H311	96 INCH DIAMETER MANHOLE	6	EA	\$23,835.39	\$143,012.34
H312	JUNCTION BOX MD-386.11	1	EA	\$12,476.65	\$12,476.65
H313	REMOVAL OF EXISTING MANHOLE OR INLET STRUCTURE	7	EA	\$3,600.00	\$25,200.00
H314	PRECAST STANDARD TYPE S INLET (MD-379.01)	3	EA	\$9,515.33	\$28,545.99
H315	PRECAST STANDARD TYPE S INLET (MD-379.01) - VERTICAL DEPTH	3	VF	\$1,406.92	\$4,220.76
H316	PRECAST STANDARD TYPE H COMBINATION INLET (MD-374.75)	3	EA	\$10,653.81	\$31,961.43
H317	PRECAST STANDARD TYPE H COMBINATION INLET (MD-374.75) - VERTICAL DEPTH	3	VF	\$1,406.92	\$4,220.76
H318	PRECAST STANDARD TYPE WRM COMBINATION INLET (MD-374.22)	1	EA	\$19,124.38	\$19,124.38
H319	PRECAST STANDARD TYPE WRM COMBINATION INLET (MD-374.22) - VERTICAL DEPTH	1	VF	\$1,406.92	\$1,406.92
H320	STANDARD CURB AND GUTTER (TOE-R-6.05)	977	LF	\$48.76	\$47,638.52
H321	STANDARD DEPRESSED CURB AND GUTTER FOR SIDEWALK RAMPS (TOE-R-6.03)	8	LF	\$48.76	\$390.08
H322	VALLEY GUTTER AND INTERSECTION (TOE-R-6.05)	44	LF	\$48.76	\$2,145.44

H323	REMOVAL OF EXISTING PIPE	363	LF	\$75.00	\$27,225.00
H324	FLOWABLE BACKFILL FOR PIPE ABANDONMENT	52	CY	\$198.28	\$10,310.56
H325	SUPERPAVE ASPHALT MIX 9.5MM FOR SURFACE	170	TON	\$153.97	\$26,174.90
H502	SUPERPAVE ASPHALT MIX 12.5MM FOR BASE	340	TON	\$125.65	\$42,721.00
H503	CRUSHER RUN AGGREGATE CR-6	3,381	TON	\$36.00	\$121,716.00
H504	AASHTO NO. 57 AGGREGATE	1,142	CY	\$75.60	\$86,335.20
H505	GRAVEL PARKING LOT	1,932	SF	\$1.05	\$2,028.60
H701	TEMPORARY SEED	116	SY	\$1.16	\$134.56
H702	TEMPORARY MULCH	116	SY	\$1.39	\$161.24
H703	4" CONCRETE SIDEWALK	518	SF	\$5.49	\$2,843.82
H704	REMOVE AND RESET DECORATIVE BRICK SIDEWALK	6	SF	\$79.24	\$475.44
H705	TURFGRASS SOD ESTABLISHMENT	116	SY	\$3.52	\$408.32
H706	18" FILTER LOG	370	LF	\$6.42	\$2,375.40
H707	REMOVAL OF EXISTING CURB AND GUTTER	1,029	LF	\$5.50	\$5,659.50
HARRISON STREET SUBTOTAL					\$ 2,092,845.69
PROJECT TOTAL					\$ 4,320,000.00

My **HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

Four Million Three Hundred Twenty Thousand _____ Dollars (\$ 4,320,000.00).

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

Retallack & Son's Inc.

(Bidder - Company Name)

10/8/2024

(Signature)

(Date)

Miles Retallack

General Manager

(Print Name)

(Title)

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

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

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

Bidders must be prepared to complete work outlined in Special Condition 2.E before **DECEMBER 31, 2025**. Bidder further agrees to pay as liquidated damages, an amount of **\$1,000 per calendar day**, as defined in the General Conditions.

In addition to work outlined in Special Condition 2.E., additional work may be added to this Contract if mutually agreed to by both the Town and the Contractor. All additional work under this Contract must be completed by **OCTOBER 31, 2026**.

SUBCONTRACTOR LISTING

The following subcontractors will be employed by this contract:

Project Phase	Type of Work	Subcontractor's Name, Address, Phone Number	Percent of Total Work
	Paving	R.L. Ewing Paving, 9550 Klondike Rd, Easton, MD 21601, (410) 253-3312	2.5%
	Surveying	Davis, Bowen, Friedel, Inc. 106 North Washington Street, Suite 103, Easton, MD 21601, (410) 770-4744	.4%
	Tree Removal	Eastern Shore Tree Solutions, 21408 Dover Bridge Rd, Easton MD 21655, (410) 200-7717	.2%
	Brick Replacement	Wagner's Masonry, 9440 Gannon Rd Easton, MD 21601, (410) 820-9763	1.1%
	Curb & Gutter	Eskridge Concrete LLC, 8548 Northumberland Dr, Delmar, MD 21875, (443) 944-4335	1.6%

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

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT**

NON-COLLUSION CERTIFICATE

COUNTY OF: Talbot

STATE OF: Maryland

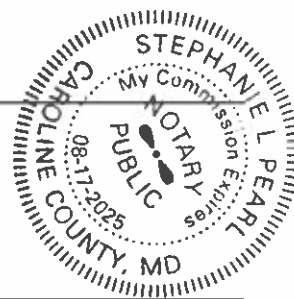
Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Miles Retallack

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

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

Stephanie L. Pearl
(NOTARY PUBLIC)

My Commission Expires: 8-17-25



[Signature]
Sign for Identification

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT

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

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

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

10/8/2024

DATE

SIGNATURE

Miles Retallack

PRINTED

General Manager

TITLE

Retallack & Son's Inc. 8570 Swann Haven Rd, Easton, MD 21601

FIRM NAME AND ADDRESS

END OF SECTION

HARRISON STREET AND EAST AVENUE STORMDRAIN PROJECT



AIA[®] Document A310[™] - 2010

Bid Bond

Bond No: GIC10090-1

CONTRACTOR:

(Name, legal status and address)

Retallack & Sons, Inc.
8520 Swamm Haven rd
Easton, MD 21601

SURETY:

(Name, legal status and principal place of business)

The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Town of Easton
14 s Harrison St
Easton, MD 21601

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

5% of total amount of bid not to exceed: Two Hundred Sixteen Thousand and 00/100 Dollars (\$216,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

Harrison St and East Ave Storm drain Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor Within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such Bid, and gives such bond or bonds as may be specified in the bidding or contract Documents, with a surety admitted In the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of October, 2024

(Witness)

Retallack & Sons, Inc.

(Principal)

(Title) Joanne M Retallack, President

The Gray Casualty & Surety Company

(Surety)

(Seal)

(Title)

Brad Quiri, Attorney-In-Fact

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GIC10090-1

Principal: Retallack & Sons, Inc.

Project: Harrison St and East Ave Storm drain Project

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Jeremy Crawford, Michael D. Williams, Andrea Haight, Ethan Baker, and Brad Quiri of Golden Valley, Minnesota jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 8th day of October, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 8th day of October, 2024.

Leigh Anne Henican

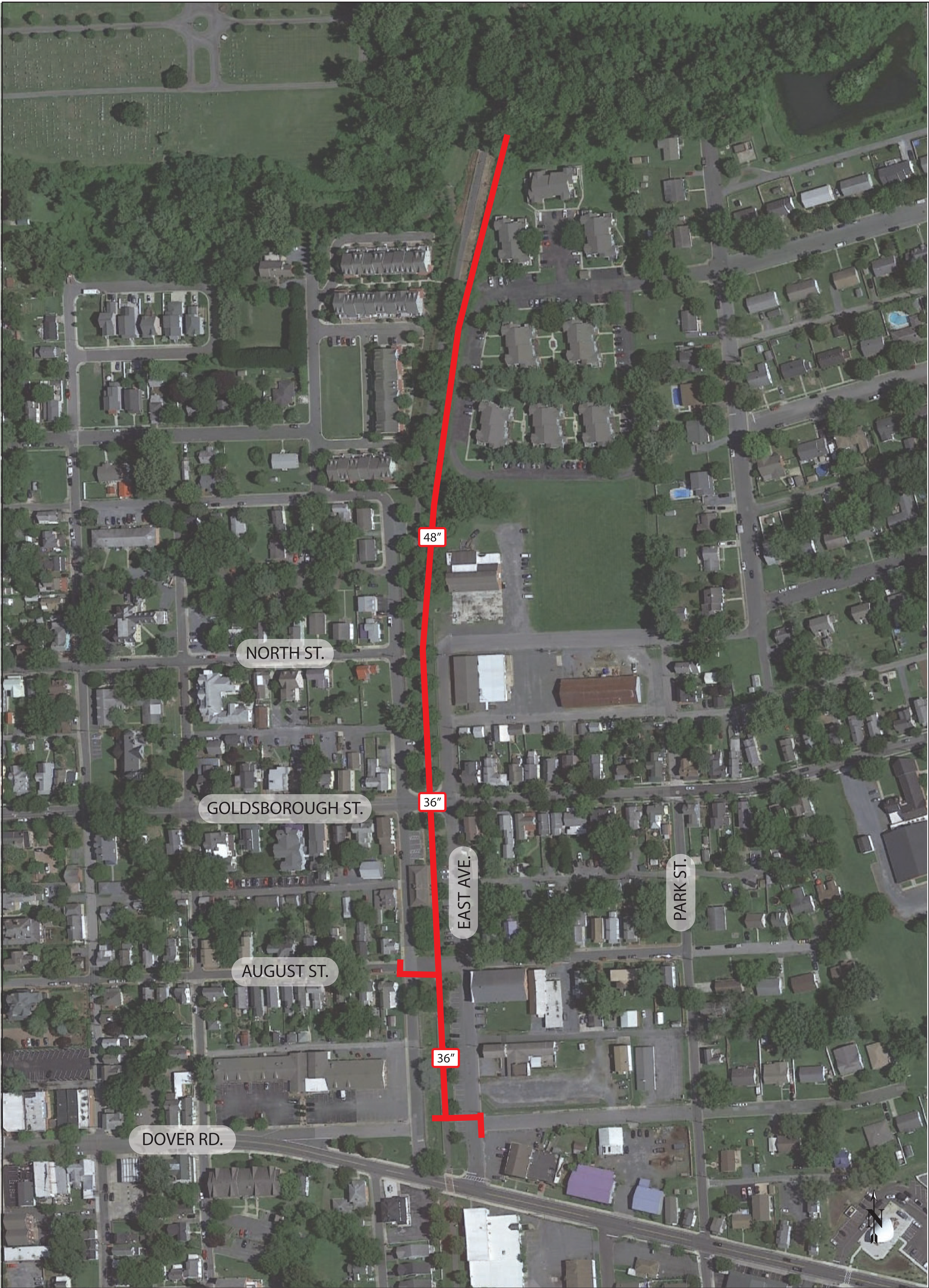




TOWN OF EASTON

HARRISON STREET SD PROJECT





TOWN OF EASTON

EAST AVENUE SD PROJECT



EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Cook and Alan Lowrey
DATE: October 15, 2024
PREPARED BY: 1st Sgt. Patrick Sally 0135
PAP #: 24-040

EVENT: Academy Art Museum Craft Show

APPLICANT: Jennifer Chrzanowski

LOCATION: South Street – between Harrison Street & Talbot Lane

DATE/TIME: Oct. 25, 2024 4pm – 9:30pm
Oct. 26, 2024 7am – 8pm
Oct. 27, 2024 9:30am – 4pm

ATTENDANCE: 500+ per day

PURPOSE: Craft Show / Public Event

DETAILS: No additional

SPECIAL REQUESTS:

- Applicant is requesting street closure (South Street – between Harrison Street & Talbot Lane) each day during the hours of the event

EPD CONCERNS:

- None

APPROXIMATE COST:

- None - Posting of No Parking signs and staging of barricades will be handled by on-duty personnel

RECOMMENDATIONS: Approve

RESOLUTION NO. 6200

A RESOLUTION OF THE TOWN OF EASTON AUTHORIZING THE
EXECUTION OF ARTICLES OF INCORPORATION OF THE MARYLAND
MUNICIPAL ELECTRIC UTILITY ALLIANCE FOR THE EASTON UTILITIES
COMMISSION

INTRODUCED BY: _____

WHEREAS, there are five municipal electric utilities in the State of Maryland, one of which is the Easton Utilities Commission;

WHEREAS, in order to provide greater representation in Annapolis during legislative matters, the five municipal electric utilities wish to create the Maryland Municipal Electric Utilities Alliance; and

WHEREAS, the Easton Utilities Commission wishes to enter into the Articles of Incorporation for the Maryland Municipal Electric Utility Alliance (MMEUA), a copy of which is attached hereto as Exhibit A.

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 Articles of Incorporation, 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 Articles of Incorporation 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

Articles of Incorporation of Maryland Municipal Electric Utility Alliance (MMEUA)

The five municipal Electric Utilities operating in the State of Maryland have voluntarily and formally aligned themselves under the following agreement. Collectively, these five utilities have shared interests and joint positions affecting the operational and financial aspects of operating an Electric Utility in the State of Maryland.

PURPOSE

The purpose of this Alliance is to create solutions to problems affecting the operation of municipal electric systems, to work for the general improvement of ratepayer systems through cooperative efforts, to encourage cooperation between officials and employees of member systems, and to promote the exchange of ideas and experiences and successful methods of efficient operation and management of such systems. To achieve this purpose, this Alliance may undertake any endeavor, project, undertaking, or other effort deemed by this Alliance to be appropriate, including any endeavors, projects, undertakings, or other efforts directly related to municipal electric systems for municipal operations.

NAME

The existing five Municipal electric companies, Town of Berlin Electric, Easton Utilities Electric, City of Hagerstown- Light Department, Town of Thurmont Electric, and Town of Williamsport Electric, also known as the Maryland Municipal Electric Utilities operating in the State of Maryland wish to create the Maryland Municipal Electric Utility Alliance (MMEUA).

TERM OF EXISTENCE

The Maryland Municipal Electric Utility Alliance (MMEUA) is a voluntary alliance that includes all Maryland Municipal Electric Utilities unless a utility specifically requests, in writing, that the alliance no longer include their organization. The Alliance shall exist so long as there are three participating member utilities.

MEMBERSHIP

“Members” shall refer to each municipality. Each member may nominate up to three representatives. Representatives shall be designated by each member municipality for the December annual meeting. Each member municipality, regardless of the number of participants at each meeting, will only have one vote.

Articles of Incorporation of Maryland Municipal Electric Utility Alliance (MMEUA)

This alliance does not contemplate pecuniary gain or profit to the members or representatives thereof. The alliance organized under this agreement commits to voluntary participation for no financial gain or compensation. Membership shall have no annual cost for all participants. Those participating must, in good faith, represent the municipal utility operations in the State of Maryland and in the respective aspects of financial and legislative impact for ratepayers. At times the group may engage and share in costs associated with joint services received regardless of rate recovery. Where costs are shared, they will be calculated using a percentage of cost distributed based on the "Number of Customers" served on the most recently recorded EIA-861 form.

All participating utilities shall be provided with an equal voice on all issues, and a simple majority may engage in any effort representing the group at large. Any member may dissent or abstain from issues as they see fit to represent their unique interests. Only issues passed or adopted by a majority of the Alliance shall be represented as the MMEUA position; otherwise, they will be presented as a position of the individual utility.

OFFICERS

The alliance affairs shall be managed by a board of directors, as specified herein. The board shall consist of a President, a Vice President/President-Elect, and a Secretary.

The President shall serve as the presiding officer during MMEUA meetings and events. In the President's absence, the Vice President shall assume the president's responsibilities.

The Vice President and Secretary of the alliance shall be elected at the December annual meeting by the regular members. Vacancies in such offices may be filled by appointment by the board until the next annual meeting. No municipality may occupy more than one officer position.

The officers shall have such duties, responsibilities, and powers as provided in the bylaws or Maryland statutes. The number of directors may be increased or decreased from time to time by the amendment to the bylaws.

To seek nomination as an officer, a candidate must be a qualifying member of the organization in good standing. Officers must regularly attend meetings and may miss no more than two consecutive meetings.

BYLAWS

The initial board shall adopt any bylaws deemed necessary to continue to represent the purpose of the Alliance. The bylaws shall be attached to this article of incorporation and reviewed and maintained as requested. Amendments to the bylaws shall be produced by the board and submitted

Articles of Incorporation of Maryland Municipal Electric Utility Alliance (MMEUA)

in writing to the members thirty (30) days prior to any meeting at which the amendments will be voted upon. Amendments to the bylaws shall require the approval of the simple majority of members in good standing present at such a meeting. Three members of separate municipalities participating in a scheduled meeting shall create a quorum for voting purposes.

AMENDMENTS

Amendments to these articles and any bylaws shall be proposed by the board and submitted in writing to the regular members at least 30 days before an annual or special meeting at which the amendments are to be voted upon. Amendment to these articles should require the approval of the majority of regular members in good standing present at such meeting (i.e., no more than five votes may be cast at a given time, one from each member municipality).

MEETING AND VOTING

The alliance shall have monthly meetings scheduled by the board to maximize the members' participation. These meetings, at a minimum, shall provide a platform to interact on issues affecting the alliance. During all weeks of a Maryland Legislative session, the board may organize weekly calls with the secretary, providing legislative tracking and positions decided on all legislation for review. There shall only be one vote by each municipality. The final decision on all positions shall be recorded and distributed to all members in writing.

INCORPORATORS

In witness whereof, we, the undersigned, constituting the incorporators of this alliance, have executed these articles of incorporation.

Articles of Incorporation
of
Maryland Municipal Electric Utility Alliance (MMEUA)

Town of Berlin:

Zackery Tyndall
Printed Name

Mayor - Town Of Berlin
Mayor/Chief Elected Official

Zackery C. Tyndall
Signature

September 26, 2024
Date

Town of Easton:

Printed Name

Mayor/Chief Elected Official

Signature

Date

City of Hagerstown:

Printed Name

Mayor/Chief Elected Official

Signature

Date

Articles of Incorporation
of
Maryland Municipal Electric Utility Alliance (MMEUA)

Town of Thurmont:

John A. Kinnaird	Mayor
Printed Name	Mayor/Chief Elected Official
	September 27, 2024
Signature	Date

Town of Williamsport:

Printed Name	Mayor/Chief Elected Official
Signature	Date

RESOLUTION NO. 6201

A RESOLUTION OF THE TOWN OF EASTON AUTHORIZING THE EASTON UTILITIES COMMISSION TO MAKE AN EXTENSION OF UTILITY SERVICE IN EXCESS OF TWO MILLION DOLLARS (\$2,000,000) TO SERVE THE NEW SHORE REGIONAL MEDICAL CENTER

INTRODUCED BY: _____

WHEREAS, Article IV Section 2(e) of the Charter of the Town of Easton provides that the Easton Utilities Commission shall have the power to make extensions, additions or improvements to the utility plants and systems; provided the approval of the Council shall be first secured where the cost of such extension, addition or improvement shall exceed Two Million Dollars (\$2,000,000);

WHEREAS, Shore Health System, Inc. is in the process of building a new Shore Regional Medical Center;

WHEREAS, the cost of the extension of utilities to serve the new Shore Regional Medical Center will exceed Two Million Dollars (\$2,000,000); and

WHEREAS, the Town Council wishes to approve the extension of utilities to serve the new Shore Regional Medical Center.

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 extension of utilities in excess of Two Million Dollars (\$2,000,000)

to serve the new Shore Regional Medical Center is hereby approved.

Section 3. 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. 831

AN ORDINANCE OF THE TOWN OF EASTON AUTHORIZING THE
TOWN OF EASTON TO REVISE RESIDENTIAL PARKING DISTRICT
NO. 2 NEAR EASTON HIGH SCHOOL

INTRODUCED BY: _____

WHEREAS, Chapter 17, Article IX of the Town Code authorizes the Town to create Residential Parking Districts, and the Town has created four such Residential Parking Districts;

WHEREAS, Residential Parking District No. 2 is near Easton High School; and

WHEREAS, the Town Council wishes to revise the time periods for parking in Residential Parking District No. 2.

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

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

Section 2. Section 17-54 of the Code of the Town of Easton is hereby amended to revise the time periods for Residential Parking District No. 2 as follows:

The provision of this Ordinance shall apply to Residential Parking District No. 1 from 8:00 a.m. to 6:00 p.m. Monday through Saturday. The provisions of this Ordinance shall apply to Residential Parking Districts ~~No. 2~~, No. 3, and No. 4 from 8:00 a.m. to 6:00 p.m. Monday through Friday. ***The provisions of this Ordinance shall apply to Residential Parking District No. 2 from 7:00 a.m. to 4:00 p.m. Monday through Friday.*** (Ordinance 831 effective _____, historical reference 789, 486, 126)

Language to be deleted is shown in ~~strikethrough~~ text
Language to be added is shown in ***bold italics***

Section 3. Section 17-54a of the Code of the Town of Easton is hereby amended to remove the two-hour time limit for Residential Parking District No. 2 as follows:

Section 17-54a Residential Parking District Parking with Permit; Two Hour

Limitation on Parking Without Permit *for Parking District Nos. 1, 3, and 4. No Parking for Parking District No. 2.*

No motor vehicle, other than one displaying a valid Residential Parking Permit for that District or a valid Residential Visitor Parking Permit for that District shall park on any street within that District for more than two (2) hours within the time periods set forth in Section 17-53 ***for Residential Parking District Nos. 1, 3, and 4.*** A person parking a vehicle on a Residential Parking District's streets without either permit shall be limited to two hours of parking per day in the District during the effective hours of the provisions of this sub article ***for Residential Parking District Nos. 1, 3, and 4. For Residential Parking District No. 2, there shall be no parking during the time periods set forth in Section 17-53, except with a Residential Parking Permit or valid Residential Visitor Parking Permit for that District.*** (Ordinance 831 effective _____, historical reference 486 and 126)

Language to be deleted is shown in ~~strike through~~ text

Language to be added is shown in ***bold italics***

Section 4. In accordance with Article II Section 9 of the Easton Town Charter, this ordinance shall become effective 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 JM Cook, Mayor

EFFECTIVE DATE: _____, 2024.

ORDINANCE NO. 832

AN ORDINANCE OF THE TOWN OF EASTON AMENDING
CHAPTER 2 ARTICLE VI OF THE TOWN OF EASTON CODE TO
UPDATE THE TOWN'S ETHICS PROVISIONS

INTRODUCED BY: _____

WHEREAS, Sections 5-801 et. seq. of the General Provisions Article of the Maryland Annotated Code requires counties and municipal corporations to enact provisions governing the public ethics of local officials relating to conflict of interest, financial disclosure, and lobbying; and

WHEREAS, the Town of Easton has enacted such Ethics provisions which are Article VI in Chapter 2 of the Town of Easton Code; and

WHEREAS, by HB 363 and HB 1058 the State has adopted updated provisions which require the Town to update its ethics provisions.

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. Section 2-18 of Article IV of Chapter 2 of the Town of Easton Code is hereby amended as follows:

Section 2-18. Definitions.

(A) ~~In this Chapter,~~ "Business Entity" or "Entity" shall mean a corporation, partnership, limited liability partnership, limited liability company, or sole proprietorship, whether for profit or not for profit, as defined or recognized under the Internal Revenue Code of the United States.

- (B) *“Designated second home” means:*
- (i) *If an individual owns one second home, the individual’s second home; or*
 - (ii) *If an individual owns more than one second home, any one second home the individual identifies to the Commission as the individual’s second home.*
- (C) *“Home address” means the address of an individual’s*
- (i) *Principal home; and*
 - (ii) *Designated second home, if any.*
- (D) *“Principal home” means the sole residential property that an individual occupies as the individual’s primary residence, whether owned or rented by the individual.*
- (E) *“Quasi-governmental entity” means an entity that is created by state statute, that performs a public function, and that is supported in whole or in part by the state but is managed privately.*
- (F) *“Second home” means a residential property that:*
- (i) *An individual occupies for some portion of the filing year; and*
 - (ii) *is not a rental property or a time share.*

Language to be deleted is shown in ~~striketrough~~ text

Language to be added is shown in ***bold italics***

Section 3. Section 2-20(G)(iii) of Article IV of Chapter 2 of the Town of Easton Code is hereby amended as follows:

(iii) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

- (a) Is doing business with or seeking to do business with the Town of Easton office, agency, board or commission with which the official or employee is affiliated;

- (b) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
- (c) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; ~~or~~
- (d) Is a lobbyist with respect to matters within the jurisdiction of the official or employee; *or*
- (e) *Is an association, or any entity acting on behalf of an association that is engaged only in representing counties or municipal corporations.*

Language to be deleted is shown in ~~strikethrough~~ text

Language to be added is shown in ***bold italics***

Section 4. Section 2-20(H) of Article IV of Chapter 2 of the Town of Easton Code is hereby amended as follows:

- (H) Disclosure of confidential information: Other than in the discharge of official duties, an official or employee ***or former official or employee*** may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position ***or former public position*** and that is not available to the public, for the economic benefit of the official or employee or that of another person.

Language to be deleted is shown in ~~strikethrough~~ text

Language to be added is shown in ***bold italics***

Section 5. Section 2-20 of Article IV of Chapter 2 of the Town of Easton Code is hereby amended to add a new paragraph (J) to read as follows:

- (J) ***An official or employee may not retaliate against any individual for reporting or participating in an investigation of a potential violation of these ethics provisions.***

Language to be deleted is shown in ~~strikethrough~~ text

Language to be added is shown in ***bold italics***

Section 6. Section 2-21(E) of Article IV of Chapter 2 of the Town of Easton Code is hereby amended to add new paragraphs (v) and (vi) to read as follows:

(v) For statements filed after January 1, 2019, the Commission or the office designated by the Commission may not provide access to an individual's home address that the individual has designated as the individual's home address.

(vi) The Commission or office designated by the Commission shall not provide public access to information related to consideration received from:

(a) The University of Maryland Medical System;

(b) A governmental entity of the State or a local government in the State; or

(c) A quasi-governmental entity of the State or local government in the State.

Language to be deleted is shown in ~~strikethrough~~ text
Language to be added is shown in ***bold italics***

Section 7. Section 2-21 of Article IV of Chapter 2 of the Town of Easton Code is hereby amended to add a new paragraph (G) to read as follows, and the existing paragraphs (G) and (H) shall be redesignated as paragraph (H) and (I):

(iii) An individual who is required to disclose the name of a business under this section shall disclose any other names that the business is trading as or doing business as.

Language to be deleted is shown in ~~strikethrough~~ text
Language to be added is shown in ***bold italics***

Section 8. Section 2-21(G)(iv) (now paragraph (H)(iv) after the amendment provided in Section 7 of this Ordinance) of Article IV of Chapter 2 of the Town of Easton Code is hereby amended as follows:

(iv) Gifts.

- (a) A statement filed under this section shall include a schedule of each gift in excess of \$20 in value or a series of gifts totaling \$100 or more received during the reporting period from or on behalf of, directly or indirectly, any one person who does business with or is regulated by the Town of Easton *or from an association, or any entity on behalf of an association that is engaged only in representing counties or municipal corporations*, and
- (b) For each gift reported, the schedule shall include:
 - (1) A description of the nature and value of the gift; and
 - (2) The identity of the person from whom, or on behalf of whom, directly or indirectly, the gift was received.

Language to be deleted is shown in ~~strike through~~ text

Language to be added is shown in ***bold italics***

Section 9. Section 2-21(G) (now paragraph (H) after the amendment provided in Section 7 of this Ordinance) of Article IV of Chapter 2 of the Town of Easton Code is hereby amended to add a new paragraph (ix) to read as follows: and the existing paragraphs (ix) and (x) shall be redesignated as paragraph (x) and (xi):

(ix) Relationship with University of Maryland Medical System, State or Local Government, or Quasi-Governmental Entity.

(a) An individual shall disclose the information specified in General Provisions Article §5-607(j)(1), Annotated Code of Maryland, for any financial or contractual relationship with:

(1) The University of Maryland Medical System;

(2) A governmental entity of the State or a local government in the State; or

(3) A quasi-governmental entity of the State or local government in the State.

(b) For each financial or contractual relationship reported, the schedule shall include:

(1) A description of the relationship;

(2) The subject matter of the relationship; and

(3) The consideration.

Language to be deleted is shown in ~~striketrough~~ text
Language to be added is shown in ***bold italics***

Section 10. Section 2-21(G)(x) (now paragraph (G)(xi) after the amendment provided in Section 9 of this Ordinance) of Article IV of Chapter 2 of the Town of Easton Code is hereby amended to read as follows:

(xi) For the purposes of Paragraphs (i), (ii) and (iii) of this subsection, the following interests are considered to be the interests of the individual making the statement:

(a) An interest held by a member of the individual's immediate family, if the interest was, at any time during the reporting period, directly or indirectly controlled by the individual.

~~(b) An interest held, by a business entity in which the individual held a 30% or greater interest at any time during the reporting period.~~ ***at any time during the applicable period by:***

(1) A business entity in which the individual held a 10% or greater interest.

(2) A business entity described in section (i) of this subsection in which the business entity held a 25% or greater interest;

(3) A business entity described in section (ii) of this subsection in which the business entity held a 50% or greater interest; and

(4) A business entity in which the individual directly or indirectly, through an interest in one or a combination of

other business entities, holds a 10% or greater interest.

- (c) An interest held by a trust or an estate in which, at any time during the reporting period the individual held a reversionary interest or was a beneficiary, or if a revocable trust, the individual was a settlor.

Language to be deleted is shown in ~~strikethrough~~ text
Language to be added is shown in ***bold italics***

Section 11. 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 12. In accordance with Article II Section 9 of the Easton Town Charter, this ordinance shall become effective 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

ORDINANCE NO. 833

AN ORDINANCE OF THE TOWN OF EASTON AMENDING
CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE
TO ADOPT THE INTERNATIONAL SWIMMING POOL AND SPA
CODE AND AMENDMENTS THERETO

INTRODUCED BY: _____

WHEREAS, the Town of Easton is authorized by § 5-211 of the Local Government Article of the Annotated Code of Maryland to enact ordinances concerning building codes within the Town of Easton; and

WHEREAS, Article II Section 12 of the Charter of the Town of Easton authorizes the Town Council to adopt codes of technical regulations by reference; and

WHEREAS, the Maryland Department of Labor has adopted the 2021 International Swimming Pool and Spa Code (ISPSC) with amendments in COMAR 09.12.56.03; and

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 6, of the Code of the Town of Easton is hereby amended to add a new Article IX Swimming Pool and Spa Code to read as follows:

Article IX. Swimming Pool and Spa Code

§ 6-18. Incorporation by Reference.

§ 6-18.1 International Swimming Pool and Spa Code 2021. The International Swimming Pool and Spa Code 2021, with the modifications found in § 6-18.2 of this article and the State modification in COMAR 09.12.56.05, is incorporated by reference. (Ordinance 833 effective _____, 2024)

§ 6-18.2. International Swimming Pool and Spa Amendments. Amendments for the International Swimming Pool and Spa Code are as follows: (Ordinance 833

effective _____, 2024)

§ 6-18.2.1 Chapter 1. Administration. Delete Section 101.1 Title and replace with the following: (Ordinance 833 effective _____, 2024)

101.1 Title. These regulations shall be known as the Swimming Pool and Spa Code of the Town of Easton, hereinafter referred to as “this code.”

§ 6-18.2.2 Chapter 1. Administration. Delete Section 103.1 Creation of agency and replace with the following: (Ordinance 833 effective _____, 2024)

103.1 Creation of agency. The Swimming Pool and Spa Code is regulated by the Building Codes Administration under Article I of Chapter 6.

§ 6-18.2.3 Chapter 1. Administration. Delete Section 111 Means of Appeal and replace with the following: (Ordinance 833 effective _____, 2024)

111.1 Appeals of orders, decisions or determinations of the code official shall be in accordance with § 2-26.2 of the Town Code.

§ 6-18.2.4 Chapter 1. Administration. Delete Section 112 Board of Appeals (Ordinance 833 effective _____, 2024)

§ 6-18.2.5 Chapter 1. Administration. Delete Section 113.4 Violation penalties and replace with the following: (Ordinance 833 effective _____, 2024)

113.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair a pool or spa in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a municipal infraction punishable as promulgated by the Town of Easton Code. Each day that violation continues shall be deemed a separate offense.

Section 3. 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 4. In accordance with Article II Section 9 of the Easton Town Charter, this ordinance shall become effective 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

Town of Easton

American Rescue Plan Act of 2021

Interagency Transfer Memorandum of Understanding

This Interagency Transfer Memorandum of Understanding (the “MOU”) dated this _____ day of _____ 2024, is by and between the Town of Easton, a municipal corporation of the State of Maryland (the “Town”) and the Town of Easton Public Works Department, (the “DPW”).

WHEREAS, the Town of Easton has received federal funding from the American Rescue Plan Act of 2021 (“ARPA”);

WHEREAS, ARPA authorizes the Town to expend ARPA funds awarded to the Town to respond to the COVID-19 public health emergency or its negative economic impacts, including water and sewer infrastructure, transportation, public safety, etc.;

WHEREAS, the ARPA funds need to be obligated by December 31, 2024 and expended by December 31, 2026;

WHEREAS, some of the ARPA projects have been completed or will be completed for less than the amount budgeted;

WHEREAS, some of the ARPA projects will be completed by DPW;

WHEREAS, the Town wishes to allocate, reallocate and obligate any remaining funds including excess funds from various projects up to a maximum of \$735,270 to DPW to be used for allowable ARPA purposes; and

WHEREAS, DPW will be responsible for complying with all ARPA reporting requirements established by the US Department of the Treasury.

NOW, THEREFORE, in consideration of the foregoing recitals, which are not merely prefatory but are a substantive part of this MOU, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **Incorporation of ARPA Requirements.** The Town’s award of funds pursuant to this MOU is subject to requirements of ARPA. DPW shall comply with, and assist the Town in complying with, all requirement of ARPA, including all US Department of Treasury Guidance. DPW shall not use, directly or indirectly, or permit others to use, directly or indirectly, any funds supplied by this MOU for any purpose that would violate any requirements regarding the use of ARPA funds. DPW agrees to assist the Town, to cooperate with the Town and to assume

responsibility with the Town in fulfilling the terms and conditions of the use of ARPA funds.

2. Funds Provided. The Town agrees to provide DPW with ARPA funds in the amount of \$735,270 (the “DPW Grant”) subject to the terms and conditions set forth herein.

3. Scope of Work. DPW shall use the funds for the following projects: construction of the Rails to Trails Phase 3, parking lot creation and impervious surface removal, various street and sidewalk improvements as originally approved and including additional sidewalk improvements throughout Town including making sidewalks ADA accessible, additional stormdrain work throughout Town, and ADA concrete work associated with traffic signal intersections.

4. Compliance with Federal and State Laws and Regulations. DPW shall comply with all of the applicable federal and state laws, regulations, circulars, and guidelines related to the use of the DPW Grant.

5. Records and Reports. DPW shall maintain all records pertaining to this MOU, regardless of the form (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as “Records”) for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received.

6. Further Assurances and Corrective Instruments. The parties hereto agree that they will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment hereto and such further instruments as may be required by the Town to comply with any existing or future State or federal regulations, policies, directives, procedures or other requirements or to further the general purposes of this MOU.

7. No Assignment. This MOU shall not be assigned by DPW to another party without the written approval of the Town.

8. Severability. The invalidity of any articles, section, subsection, paragraph, clause or provision of this MOU shall not affect the validity of the remaining articles, sections, subsections, paragraphs, clauses or provisions hereof.

WITNESS our hands and seals, all as of the date first written above.

WITNESS

TOWN OF EASTON

By: _____(SEAL)
Megan J.M. Cook, Mayor

WITNESS/ATTEST

TOWN OF EASTON PUBLIC WORKS
DEPARTMENT

_____ By: _____ (SEAL)
Michael J. Dickerson, Director

ORDINANCE NO. 834

AN ORDINANCE OF THE TOWN OF EASTON AMENDING THE
ARPA BUDGET AND OBLIGATING ARPA FUNDS BY APPROVING A
MEMORANDUM OF UNDERSTANDING WITH THE PUBLIC WORKS
DEPARTMENT

INTRODUCED BY: _____

WHEREAS, the Town of Easton has received federal funding from the American Rescue Plan Act of 2021 (“ARPA”);

WHEREAS, ARPA authorizes the Town to expend ARPA funds awarded to the Town to respond to the COVID-19 public health emergency or its negative economic impacts, including water and sewer infrastructure, transportation, public safety, etc.;

WHEREAS, the ARPA funds need to be obligated by December 31, 2024 and expended by December 31, 2026;

WHEREAS, by Ordinances 768, 780, 785, 796, 805, and 810, and Resolutions 6145, 6146, and 6147, the Town Council has allocated the Town’s ARPA funds;

WHEREAS, by Ordinance 828 the Town Council approved reallocating the Port Street Infrastructure in the amount of \$225,000 to the Rails to Trails Phase 3 Construction;

WHEREAS, by Ordinance 768 the Town Council allocated \$341,963 to Street and Sidewalk Improvements;

WHEREAS, Ordinance 768, 780, and 785 allocated funds for the Flood Avenue repairs, mill and overlay, the Cherry Street stormwater, the traffic signal conversion and upgrade, and the Glenwood Avenue/West Glenwood Stream Restoration;

WHEREAS, some of the above referenced projects will be and are anticipated to be under budget leaving excess funds and one project is anticipated to need additional funds

with a net excess of \$168,307;

WHEREAS, the Town of Easton Public Works Department is going to perform some of the work for the ARPA funded projects;

WHEREAS, the Town Council wishes to reallocate the net excess funds and the funds for the projects where the Public Works Department will be performing the work to the Public Works Department;

WHEREAS, the Town wishes to approve the Interagency Transfer Memorandum of Understanding (“MOU”) to obligate ARPA funds in the amount of \$735,270 to be used for the purposes set forth in the MOU, a copy of which is attached hereto as Exhibit A.

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

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

Section 2. The MOU attached hereto as Exhibit A is hereby approved.

Section 3. ARPA funds in the total amount of \$735,270 are hereby allocated, reallocated, and obligated to be used in accordance with the MOU.

Section 4. The Mayor is hereby authorized to execute and deliver the MOU, a true and correct copy of which (save for executing and dating) is attached to this Ordinance as Exhibit “A”.

Section 5. The Mayor may make any non-substantive changes to the attached documents necessary to effectuate the purpose of this Ordinance.

Section 6. The Mayor is hereby authorized to take whatever additional actions are reasonably necessary to effectuate the terms of this Ordinance.

Section 7. Any prior execution and delivery of documents related to the Articles of

Incorporation that are consistent with the purpose of this Resolution, are hereby ratified and approved.

Section 8. In accordance with Article II Section 9 of the Easton Town Charter, this ordinance shall become effective 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 JM Cook, Mayor

EFFECTIVE DATE: _____, 2024.

ORDINANCE NO. 835

AN ORDINANCE OF THE TOWN OF EASTON AMENDING
CHAPTER 28 OF THE TOWN CODE (ZONING) TO ESTABLISH A
SEAFOOD PROCESSING USE AND SUPPLEMENTAL STANDARDS
PERTAINING TO THE USE

INTRODUCED BY _____

WHEREAS, the Town of Easton is authorized by § 4-102 of the Land Use Article of the Maryland Annotated Code (the “Code”) to enact a comprehensive zoning ordinance, which ordinance is codified as Chapter 28 of the Code of the Town of Easton;

WHEREAS, the Town of Easton is authorized by § 4-204 of the Land Use Article of the Code and § 28-1401 of Chapter 28 of the Code of the Town of Easton to amend, supplement, change or repeal zoning regulations;

WHEREAS, the Easton Town Council approved and enacted a comprehensively revised new Zoning Code which became effective on December 5, 2021;

WHEREAS, the Town Council initiated this process in response to persistent complaints concerning the significant incompatibility of a business engaged in the processing of seafood located in close proximity to residences;

WHEREAS, efforts to abate said nuisances emanating from the aforementioned business have proven inadequate and unsuccessful;

WHEREAS, the Easton Town Council requested that the Easton Planning Commission consider amendments to the Town’s Zoning Code that might provide greater protection to residents located in close proximity to seafood processing businesses;

WHEREAS, the Easton Planning and Zoning Commission considered the matter at a series of meetings and via a unanimous vote (3-0 with two members absent) at their regular monthly Meeting held on September 19, 2024, the actions of which were transmitted to the Easton Town Council via a letter dated September 25, 2024, the Commission recommended that the Town Council adopt a number of amendments to the Zoning Code as contained in the document attached hereto as Exhibit A; and

WHEREAS, the Easton Town Council held a duly noticed public hearing on this

Ordinance on November 4, 2024.

NOW, THEREFORE, the Town of Easton hereby ordains:

Section 1. The relevant sections of Chapter 28 of the Code of the Town of Easton are hereby repealed and reenacted with amendments to read as shown on the attached Exhibit A:

Section 2. 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: _____, 2024

Megan JM Cook, Mayor

EFFECTIVE DATE: _____, 2024.

EXHIBIT A

1. Amend the definition of industry light in Section 28-114 of the Code to make it clear that seafood processing does not qualify as this use:

Industry, light - A use engaged in the manufacture, predominantly from previously prepared materials of finished products or parts, including processing, fabrication, assembly, treatment, packaging, **basic industrial processing**, incidental storage, sales, and distribution of such products, but excluding **seafood processing**.

2. Add a new definition of seafood processing to Section 28-114, as follows:

Seafood processing - A use engaged in the process by which harvested seafood, or by-product of harvested seafood, is cleaned, cut, eviscerated or otherwise prepared or cooked for sale in bulk, with a resulting by-product.

3. Amend the Table of Permissible Uses (Section 28-201, Table 2.1) to indicate that Seafood Processing is outright permitted in the I Zoning District, and permitted via Special Exception in the BC Zoning District, subject to compliance with Supplemental Standards.

4. Add Supplemental Standards to Article X, Section 28-1007.3 A 10 (the Supplemental Standards for Industrial Uses) for seafood processing as follows:

10. Seafood processing

- a. All by-products shall be treated, stored, and eliminated in accordance with all local and/or State regulations and shall be stored within a closed or refrigerated vehicle.
- b. All uses or vehicles, storage, or structures used in conjunction with a seafood processing facility shall install odor control technology, as necessary, in order to control ventilation at the establishment in such a manner that no odor from any product or by-product can be detected outside the building on the same property or on adjacent properties or public rights-of-way, or within any other unit located within the same building, if the use occupies only a portion of the building. The operator shall properly maintain all odor mitigation equipment to ensure maximum efficiency. Applicants shall provide certification by a Professional Engineer, Certified Industrial Hygienist, or other equivalently qualified professional that proposed odor control measures will effectively eliminate outdoor odors for all odor sources.

- c. Any seafood processing use that was legally in existence as of September 1, 2024 shall comply with the supplemental standards of this subsection no later than January 1, 2026.

5. Revise the Development Standards of the BC Zoning District to correct the wording of one of the standards and add a new standard (L) addressing potential odors and their impacts for uses in the BC Zoning District:

SECTION 28 – 308 BC – BUSINESS COMMERCIAL DISTRICT

28 – 308.1 PURPOSE

The purpose of this district is to provide areas for light industrial, service/business commercial and related uses which can operate in a clean and quiet manner. Certain public facilities needed to serve the district and adjoining residential and commercial districts are permitted. Regulations are designed to protect abutting or surrounding districts; to establish standards for intensity of use and to guide the character of development. In keeping with the purpose of this district, no use may be permitted which may be detrimental to the area because of odor, smoke, dust, fumes, fire, noise, explosion, or open storage.

28 – 308.2 DEVELOPMENT STANDARDS

The following minimum development standards shall be observed in the BC District:

- A. The minimum lot size for all uses hereafter established shall be 40,000 square feet.
- B. Off-street parking shall be provided in accordance with the provisions of Section 28 – 1001.
- C. All lots hereafter established shall have a frontage on a public street or way of at least one hundred (100) feet.
- D. Minimum setbacks for all uses shall be as follows:
 1. Front – forty (40) feet from the property line.
 2. Side – ten (10) feet on each side of the property line.
 3. Rear – thirty (30) feet from the property line.
- E. Height limitations – thirty-five (35) feet.

- F. Building Envelope – all lots shall have a minimum building envelope of thirty (30) feet deep by eighty (80) feet wide.
- G. Lot coverage by all buildings and structures shall not exceed fifty (50%) percent of the lot area.
- H. There shall be no open storage on any lot or open areas, nor shall any products be displayed in open areas. All outside storage shall be adequately screened and landscaped in accordance with provisions of Section 28 – 1014 of this Ordinance.
- I. All on-site lighting unless approved otherwise by the Planning and Zoning Commission shall be low cut-off shielded luminaries at 18' height and light shall not shine off-site at levels greater than 1-foot candle.
- J. All off-street loading and unloading areas shall be screened from view by permanent decorative screens or natural planting, either of which shall be a minimum of eight (8) feet in height, in accordance with the provisions of Section 28 – 1014 of this Ordinance
- K. All areas not devoted to buildings or parking areas shall be landscaped and maintained in a suitable manner, in accordance with the provisions of Section 28 – 1014 of this Ordinance.
- L. All uses or vehicles, storage, or structures in the BC Zoning District shall install odor control technology, as necessary, in order to control ventilation at the establishment in such a manner that no odor from any product or by-product can be detected outside the building on the same property or on adjacent properties or public rights-of-way, or within any other unit located within the same building, if the use occupies only a portion of the building. The operator shall properly maintain all odor mitigation equipment to ensure maximum efficiency. Applicants shall provide certification by a Professional Engineer, Certified Industrial Hygienist, or other equivalently qualified professional that proposed odor control measures will effectively eliminate outdoor odors for all odor sources.