



Town Council AGENDA

Monday, June 1, 2026 - 5:30 PM
Council Chambers, Easton Town Office
14 S Harrison Street

4:30 PM: Code Workshop.

Chapters 22 - 30

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

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

Approval of Minutes.

Minutes of the May 18, 2026 meeting.

Municipal Official Items.

Items by Mayor Cook.

Council Confirmation for Tree Board and Affordable Housing Board Appointments.

Ken Kozel, Pres. & CEO, UM Shore Regional Health to update on hospital.

Items by Town Manager

Bid Award for Annual Street Resurfacing.

Bid Award for Police Department Security System Upgrade.

Public Assembly Event: 2026 4th of July Celebration/Carnival June 24 - July 4, 2026

Public Assembly Event: Hispanic Heritage Month Event September 19, 2026

Public Assembly Event: Frederick Douglas Parade September 26, 2026

Items by Town Attorney.

Letter from Planning and Zoning Commission Chair regarding proposed material PUD Amendment for Lowe's Home Centers, Inc.

Public Participation/Comments.

Mr. Duane Hilghman to address Council regarding Maryland Health Club Concerns.

Public Hearings.

(cont'd.) PUBLIC HEARING to obtain public comments on the proposed 2026 update of the Town's Comprehensive Plan.

(cont'd.) PUBLIC HEARING to consider the FY2026/27 Budget.

(cont'd.) PUBLIC HEARING to receive comments on Resolution No. 6222, "A RESOLUTION OF THE TOWN OF EASTON REVISING THE TOWN'S LICENSE, APPLICATION, PERMITS, INSPECTIONS, CERTIFICATE AND OTHER FEES."

Legislation.

Res. No. 6221, "A RESOLUTION OF THE TOWN OF EASTON ADOPTING THE TOWN OF EASTON 2026 COMPREHENSIVE PLAN."

Res. No. 6222, "A RESOLUTION OF THE TOWN OF EASTON REVISING THE TOWNS LICENSE, APPLICATION, PERMITS, INSPECTIONS, CERTIFICATE AND OTHER FEES."

Res. No. 6223, Authorizing Revisions to the Current Town of Easton Reserve Funds Policy.

Ord. No. 855, "AN ORDINANCE OF THE TOWN OF EASTON ESTABLISHING THE TOWN BUDGET FOR FISCAL YEAR 2026/2027."

Ord. No. 856, "AN ORDINANCE TO PROVIDE FOR THE RAISING BY TAXATION THE AMOUNT NECESSARY TO PAY THE ORDINARY EXPENSES OF THE TOWN OF EASTON AND TO PROVIDE FOR THE PAYMENT OF INTEREST ON THE VARIOUS BONDS AND NOTES FOR THE PERIOD OF TWELVE MONTHS AND SETTING THE INTEREST AND PENALTY FOR DELINQUENT BILLS, COMMENCING ON JULY 1, 2026 AND ENDING JUNE 30, 2027."

Ord. No. 858, "AN ORDINANCE OF THE TOWN OF EASTON TO CARRY FORWARD CERTAIN CAPITAL FUND EXPENDITURES INTO FISCAL YEAR 2027."

Committee Reports by Members of the Council

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.

CHAPTER 22 – SANITARY SEWERS

- §22-1. Purpose.
- §22-2. Abbreviations and definitions.
- §22-3. Use of public sewers required.
- §22-4. Building sewers and connections.
- §22-5. Prohibited discharge standards.
- §22-6. Local discharge limitations.
- §22-7. Pretreatment Requirements.
- §22-8. Reporting requirements.
- §22-9. Compliance schedules.
- §22-10. Industrial wastewater contribution permits.
- §22-11. Industrial pretreatment program fees and surcharges.
- §22-12. Bypasses.
- §22-13. Upset provision and notification.
- §22-14. Special agreements.
- §22-15. Enforcement.

Section 22-1. Purpose.

The purposes of this ordinance are:

- A. To establish uniform requirements for direct and indirect contributors into the wastewater collection and treatment system owned by the Town of Easton and operated by The Easton Utilities Commission and to enable The Easton Utilities Commission to comply with all applicable State and Federal laws and the General Pretreatment Regulations (40 CFR, Part 403);
- B. To prevent the introduction of pollutants into the municipality's wastewater system which will:
 - (1) interfere with the operation of the system;
 - (2) contaminate the sludge;
 - (3) pass through the system, inadequately treated, into receiving waters or the atmosphere; or
 - (4) endanger both publicly owned treatment works personnel who may be affected by wastewater and sludge in the course of their employment and the general public.
 - (5) be otherwise incompatible with the system.
- C. To improve the opportunity to recycle and reclaim wastewaters and sludges from the system; and

D. To provide for equitable distribution of the cost of the municipal wastewater system. (Ordinance 306 effective 5/9/1995, historical reference 50, 534, 140)

Section 22-2. Abbreviations and definitions.

A. ABBREVIATIONS. The following abbreviations shall have the designated meanings:

1. BOD - Biochemical Oxygen Demand.
2. CFR - Code of Federal Regulations.
3. COD - Chemical Oxygen Demand.
4. EPA - Environmental Protection Agency.
5. EUC - The Easton Utilities Commission.
6. l - Liter.
7. mg - Milligrams.
8. mg/l - Milligrams per liter.
8. NPDES - National Pollutant Discharge Elimination System.
9. POTW - Publicly Owned Treatment Works.
10. SIC - Standard Industrial Classification.
11. SWDA - Solid Waste Disposal Act, 42 U.S.C. 6901, et. seq.
12. TSS - Total Suspended Solids.
13. USC - United States Code.

B. DEFINITIONS. Unless the context specifically indicated otherwise, the meaning of terms used in this ordinance shall be as follows:

- (1) "Act" means: Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.
- (2) "Authorized representative" means:
 - (a) a responsible corporate officer such as a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or the manager of one or more manufacturing, production, or operation facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25

million, if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(b) A general partner or proprietor if the Industrial User is a partnership or sole proprietorship respectively.

(c) A duly authorized representative of the individual designated in paragraph (a) or (b) above if:

(i) the authorization is made in writing by the individual described in paragraph (a) or (b);

(ii) the authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

(iii) the written authorization is submitted to the Easton Utilities Commission.

(d) If authorization under item (c) is no longer accurate because a different individual or position has responsibility, a new authorization must be submitted to the Easton Utilities Commission prior to or together with any reports to be signed by an authorized representative."

(3) "Biochemical Oxygen Demand (BOD)" means: the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure for five days at 20 degrees centigrade, expressed in terms of weight and concentration (milligrams per liter (mg/l)).

(4) "Building drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.

(5) "Bypass" shall mean the intentional diversion of waste streams from any portion of an Industrial User's treatment facility.

(6) "Building sewer" shall mean the extension from the building drain to the public sewer or other place of disposal, also called house connection.

(7) "Categorical Pretreatment Standard or Categorical Standard" shall mean any regulations containing pollutant discharge limits promulgated by the U.S. EPA in accordance with Section 307(b) and (c) of the Act (33 U.S.C. 1317) which apply to a specific category of industrial users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

(8) "Easement" shall mean an acquired legal right for the specific use of land owned by others.

(9) "Easton Utilities Commission" shall mean the Commission appointed by the Mayor and approved by the Council of the Town of Easton to construct, operate, manage and maintain the municipal utility systems.

(10) "Engineer" shall mean the qualified person designated by the Mayor and Council of the Town of Easton as the, "Town Engineer".

(11) "Floatable oil" is oil, fat, or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

(12) "Garbage" shall mean the animal and vegetable waste resulting from the handling, preparation, cooking, and serving of foods.

(13) "Industrial User" means: any person, establishment, firm, company, association or group, whether public or private, engaged in a manufacturing or service enterprise.

(14) "Interference." A discharge which alone or in conjunction with a discharge or discharges from other sources, both:

(a) inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and

(b) therefore is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

(15) "NPDES or State Discharge Permit". A permit issued pursuant to S402 of the Federal Water Pollution Control Act (33 U.S.C. 1342) or Title 9, SS9-323 and 9-324 of the Health-Environmental Article of the Annotated Code of Maryland.

(16) "Natural outlet" shall mean any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

(17) "New Source" means:

(a) Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(i) the building, structure, facility or installation is constructed at a site at which no other source is located; or

(ii) the building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(iii) the production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

(b) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of paragraphs (a)(ii) or (a)(iii) of this section but otherwise alters, replaces, or adds to existing process or production equipment.

(c) Construction of a new source as defined under this paragraph has commenced if the owner operator has:

(i) begun or caused to begin as part of a continuous on-site construction program:

(A) Any placement, assembly, or installation of facilities or equipment; or (B) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(ii) entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation with a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

(18) "Pass-through." A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

(19) "Person" means: any individual, partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agent or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

(20) "pH". The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter or solution.

(21) "Pollutant" means: any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal, commercial, agricultural and industrial wastes, and certain characteristics of wastewater (e.g. pH, temperature, color, BOD, COD, toxicity, or odor).

(22) "Pretreatment or Treatment" means: the reduction, elimination, or alteration of pollutant properties to a less harmful state prior to or in lieu of discharge or introduction into a POTW. This can be accomplished by physical, chemical or biological processes, process changes, or other means, except as prohibited by 22-6(6) of this ordinance.

(23) "Pretreatment Requirements" mean any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

(24) "Pretreatment Standard or Standards." Shall mean prohibitive discharge standards, categorical pretreatment standards, state pretreatment standards, and local limits.

(25) "Prohibited Discharge Standards or Prohibited Discharges." Prohibitions against the discharge of certain substances; these prohibitions appear in Section 22-5 of this ordinance.

(26) "Properly shredded garbage" shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch (1.27 centimeters) in any dimension.

(27) "Public sewer" shall mean a common sewer controlled by a governmental agency or public utility.

(28) "Publicly Owned Treatment Works (POTW)." A treatment works as defined by Section 212 of the Act, (33 U.S.C. 1292) which is owned by the Town of Easton. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes and any conveyances which convey wastewater to a treatment plant.

(29) "Sanitary sewer" shall mean a sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions together with minor quantities of ground, storm, and surface waters that are not admitted intentionally.

(30) "Severe property damage." Substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(31) "Sewage." Human excrement and gray water (household showers, dishwashing operations, etc.)

(32) "Sewer" shall mean a pipe or conduit that carries wastewater or drainage water.

(33) "Significant industrial user." Any industrial user who:

(a) is subject to national categorical standards, or

(b) discharges an average of 25,000 gallons per day or more of process wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater), or

(c) contributes a process wastestream that makes up 5% or more of the hydraulic or organic capacity of the POTW, or

(d) is found by the Easton Utilities Commission, State, or EPA to have significant impact either singly or in combination with other contributing industries to the POTW, the quality of the sludge, the POTW's effluent quality, or air emissions generated by the system.

Upon a finding that an industrial user meeting the above criteria in paragraphs (b), (c) and (d) of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the Easton Utilities Commission may at any time, on its own initiative or in response to a petition received from an industrial user, and in accordance with 40 CFR 403.8 (f)(6), determine that such industrial user is not a significant industrial user.

(34) "Slug." Any discharge of significant quantities of water, sewage, industrial waste in which the concentration of any given constituent or quantity of flow could cause interference of the treatment works, pass- through the POTW treatment plant, endanger sewer worker safety, contaminate the sludge, or cause a violation of any permit issued to the POTW.

(35) "State" means: State of Maryland.

(36) "Storm drain" (sometimes termed "storm sewer") shall mean a drain or sewer for conveying water, groundwater, subsurface water, or unpolluted water from any source.

(37) "Suspended Solids" means: the total suspended matter that floats on the surface of, or is suspended in water, wastewater or other liquids, and which is removable by laboratory filtering.

(38) "Toxic Pollutant" means: any pollutant or combination of pollutants listed as toxic in regulations promulgated by the EPA under S307(a) of the Federal Water Pollution Control Act or other Federal Statutes or in regulations promulgated by the Maryland Office of Environmental Programs under state law.

(39) "Town" shall mean the Town of Easton.

(40) "Unpolluted water" is water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefitted by discharge to the sanitary sewers and wastewater treatment facilities provided.

(1) "User" means: any person who contributes, causes or permits the contribution of wastewater into the Town of Easton POTW.

(42) "Wastewater." The liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

(43) "Waters of the State" includes:

(a) Both surface and underground waters within the boundaries of this State subject to its jurisdiction, including that part of the Atlantic Ocean within the boundaries of this State, the Chesapeake Bay and its tributaries, and all ponds, lakes, rivers, streams, public ditches, tax ditches, and public drainage systems within this State, other than those designed and used to collect, convey, or dispose of sanitary sewage; and

(b) The flood plain of free-flowing waters determined by the Department of Natural Resources on the basis of 100-year flood frequency.

(Ordinance 306 effective 5/9/1995, historical reference 50, 534, 140)

Section 22-3. Use of public sewers required.

(1) It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the Town of Easton, any human or animal excrement, garbage, or objectionable waste.

(2) It shall be unlawful to discharge to any natural outlet within the Town of Easton, any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with State regulations and subsequent provisions of this ordinance.

(3) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater within the Town of Easton.

(4) The owner(s) of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the Town and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the Town, is hereby required at the owner(s) expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this ordinance, within ninety (90) days after date of official notice to do so.

(5) Where a public sanitary sewer is not available a building sewer may be connected to a private wastewater disposal system, if authorized by the Easton Utilities Commission.

(6) Before commencement of construction of a private wastewater disposal system the owner(s) shall first obtain written authorization from the Easton Utilities Commission and approval by the Talbot County Health Department. (Ordinance 306 effective 5/9/1995, historical reference 50, 534, 140)

Section 22-4. Building sewers and connections.

(1) No unauthorized person(s) shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Town of Easton.

(2) There shall be two (2) classes of building sewer permits: (a) for residential and commercial service, and (b) for service to establishments producing industrial wastes. In either case, the owner(s) or his agent shall make application on a special form furnished by the Town. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgement of the Town Engineer.

(3) All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner(s).

(4) A separate and independent building sewer shall be provided for every building; except as otherwise authorized by the Easton Utilities Commission.

(5) Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Easton Utilities Commission, to meet all requirements of this ordinance.

(6) The building sewer shall be constructed and installed in accordance with the requirements of the Easton Utilities Commission and all other applicable codes and regulations.

(7) No person(s) shall make connection of roof downspouts, foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

(8) The applicant for the building sewer permit shall notify the Easton Utilities Commission when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the Easton Utilities Commission.

(Ordinance 306 effective 5/9/1995, historical reference 50, 534, 140)

Section 22-5. Prohibited discharge standards.

Section 22-6. Local discharge limitations.

(1) No user shall contribute or cause to be contributed, directly or indirectly to the POTW, any pollutant which causes pass-through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other National, State, or local pretreatment standards or requirements.

(2) No user shall contribute the following substances to any POTW:

(a) Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.

(b) Any solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities such as, but not limited to: grease, garbage with particles greater than one-half inch (1/2") in any dimension, or any material which can be disposed of as trash.

(c) Any wastewater having a pH less than 5.0 or greater than 10.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the POTW.

(d) Any wastewater containing pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving water of the POTW, or to exceed the limitation or requirement set forth in a federal, state or local pretreatment standard or requirement.

(e) Any substance which may create a public nuisance, cause hazard to life, or prevent entry into the sewers for maintenance and repair.

(f) Wastewater having a temperature greater than 130 F (55 C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature of the influent to the plant to exceed 104 F (40 C).

(g) Any heat sufficient to raise the temperature of the wastewaters at the POTW treatment facility above 104 F (40 C).

(h) Pollutants, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW.

(i) Except as provided by wastewater contribution permits and payment of suecharges, authorized in Section 22- 10 of this chapter, any wastewater having effluent characteristics in excess of:

Constituent	Maximum
BOD (5 Day)	250 mg/l
TSS	300 mg/l
Oil and Grease	150 mg/l

(j) Any wastewater having effluent characteristics in excess of limitations to be developed by the POTW for industrial users, and any other user as appropriate, which are necessary to ensure compliance with the POTW’s Discharge Permit, the State of Maryland Water Quality Regulations, Sludge Disposal Regulations, and to prevent pass-through, interference or sludge contamination. Limitations may be developed for parameter including but not limited to: cadmium, chromium, copper, cyanide, lead, mercury, nickel, silver, zinc, arsenic, barium, and selenium.

(k) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.

(l) Any trucked or hauled pollutants, except at discharge points designated by the Town.

(m) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through.

(n) Any slug load.

(Ordinance 306 effective 5/9/1995, historical reference 50, 534, 140)

Section 22-7. Pretreatment Requirements.

(1) "National Categorical Pretreatment Standards." The national categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471 are hereby incorporated.

(2) "State Pretreatment Requirements." The State of Maryland pretreatment standards and requirements found in COMAR, Title 26, are hereby incorporated.

(3) All industrial users shall comply with the federal general pretreatment standards in 40 CFR Part 403 and the applicable national categorical pretreatment standards set out in 40 CFR Chapter I, Subchapter N, Parts 401 through 471 upon promulgation and all applicable Federal, State, or local requirements or standards.

(4) Industrial users shall provide necessary wastewater treatment as required to comply with this ordinance and shall achieve compliance with all national categorical pretreatment standards within the time limitations as specified by the federal pretreatment regulations.

(5) Any facilities required to pretreat wastewater shall be provided, operated, and maintained at the industrial user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Easton Utilities Commission for approval before construction of the facility. The review and approval of plans and operating procedures does not relieve the industrial user from complying with the provisions of this ordinance and permit conditions. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and approved by the Easton Utilities Commission prior to the industrial user's initiation of the changes.

(6) Dilution Prohibition. No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The POTW may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the impositions of mass limitations is appropriate.

(7) Spill Prevention Plans

(a) Industrial users shall provide protection from accidental discharge of materials which may interfere with the POTW by developing spill prevention plans. Facilities necessary to implement these plans shall be provided and maintained at the owner's or industrial user's expense. Spill prevention plans, including the facilities and the operating procedures shall be approved by the Easton Utilities Commission before construction of the facility.

(b) Industrial users that store hazardous substances shall not contribute to the POTW after the effective date of this ordinance unless a spill prevention plan has been approved by the Easton Utilities Commission. Approval of such plans shall not relieve the industrial user from complying with all other laws and regulations governing the use, storage, and transportation of hazardous substances.

(Ordinance 306 effective 5/9/1995, historical reference 50, 534, 140)

Sec. 22-8. Reporting requirements.

(1) Nature of Required Reports: Upon request of the Easton Utilities Commission, any discharger or potential discharger of industrial wastes into the POTW may be required to submit plans, reports, questionnaires, notices or analytical data to evaluate waste discharge characteristics and ensure compliance with this Ordinance. These may include baseline monitoring reports, compliance reports, periodic self-monitoring reports, compliance schedule progress reports, violation reports and notice of slug loadings, upset, bypass, or any other reporting requirement specified in 40 CFR 403.12. Reports shall include, but not be limited to, information on flows, pollutant concentrations, spills, etc.

(2) Reporting Frequency: All significant industrial users shall submit to the Easton Utilities Commission periodic compliance reports at least once every six months, unless required more frequently by the Easton Utilities Commission. These reports shall be due on the dates specified in the Wastewater Contribution Permit. All reports shall be signed by an authorized representative of the user.

(3) Certification Statement: Each report submitted shall include the following certification: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

(4) Hazardous Waste Disposal:

(a) The Industrial User shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge into the POTW of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the Industrial User discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the Industrial User: An identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration for such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve months. All notifications must take place within 180 days of the effective date of this rule. Industrial users who commence discharging after the effective date of this rule shall provide the notification no later than 180 days after the discharge of the listed or characteristic hazardous waste. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed discharges must be submitted under 40 CFT 403.12 (j). The notification requirement in this section does not apply to pollutants already reported under self-monitoring requirements of 40 CFR 403.12 (b), (d), and (e).

(b) Dischargers are exempt from the requirements of paragraph (p)(1) of this section during a calendar month in which they discharge no more than fifteen kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the Industrial User discharges more than such quantities of any hazardous waste do not require additional notification.

(c) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the Industrial User must notify the POTW, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.

(d) In the case of any notification made under paragraph (p) of this section, the Industrial User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(5) Changes in Discharge:

(a) All industrial users shall promptly notify the Town in advance of any substantial change in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous wastes for which the industrial user has submitted initial notification under 40 CFR 403.12(p).

(b) Each user shall notify the Easton Utilities Commission of any planned changes to the user's operation or system which might alter the nature, quality, or volume of its wastewater at least 60 days before the change. Any changes shall be subject to the Easton Utilities Commission's approval."

(6) Notice of Violations:

(a) All users of the POTW shall immediately notify the POTW to which they discharge of all discharges that could cause problems to the POTW, including any slug loadings that would violate any of the specific prohibition of 40 CFR Part 403.5(b).

(b) If sampling performed by an industrial user indicated a violation, the user shall notify the Town within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Town within 30 days after becoming aware of the violation, except the industrial user is not required to resample if:

(i) The Easton Utilities Commission performs sampling at the industrial user at a frequency of at least once per month, or

(ii) The Easton Utilities Commission performs sampling at the user between the time when the user performs its initial sampling and the time when the user receives the results of this sampling.

(Ordinance 306 effective 5/9/1995, historical reference 50, 534, 140)

Section 22-9. Compliance schedules.

If additional pretreatment or operation and maintenance will be required for an industrial user to comply with any provisions of this Ordinance or a state or federal pretreatment standard or requirement, the Easton Utilities Commission may require the industrial user to submit for

approval a schedule specifying the shortest time frame for the industry to achieve compliance. This schedule will contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of the additional pretreatment to bring the industrial user into compliance. (Ordinance 306 effective 5/9/1995, historical reference 50, 534, 140)

Section 22-10. Industrial wastewater contribution permits.

A. Requirements to Apply for a Permit

(1) The following industrial users are required to apply for a Industrial Wastewater contribution permit:

(a) Any user whose discharge would be in violation of Section 22.5 if they had no permit; (b) Any significant industrial user;

(c) Any user subject to a national categorical pretreatment standard;

(d) Any user required by state pretreatment requirements to obtain a permit;

(e) Any user providing pretreatment; and

(f) Any other user directed by the Easton Utilities Commission to apply for a permit.

(2) Existing users required to obtain a permit must apply for a wastewater contribution permit within 90 days of the effective date of this ordinance.

(3) New sources required to obtain a permit must apply for and receive an industrial wastewater contribution permit prior to discharging pollutants into the POTW.

(4) Any user not required to obtain a permit for existing discharges must apply for and receive a wastewater contribution permit prior to changing the user's discharge in such a manner that the resulting discharge would require a permit.

B. Permit Application

Users required to apply for a wastewater contribution permit shall complete and file an application with the Easton Utilities Commission. In support of the application, the user shall submit, in units and terms appropriate for evaluations, the following information:

(1) Name, address, and location (if different from the address);

(2) SIC number according to the Standard Industrial Classification Manual, issued by the Executive Office of the President, Office of Management and Budget, 1972;

(3) Wastewater constituents and characteristics including but not limited to those mentioned in Section 22.5.

- (4) Time and duration of contribution;
- (5) Average daily and 30 minute peak wastewater flow rates, including daily, monthly and seasonal variations if any;
- (6) Site plans, floor plans, mechanical and plumbing plans along with details to show all sewers, sewer connections, and appurtenances by size, location and elevation;
- (7) Description of activities, facilities and plant processes on the premises including all materials which are or could be discharged;
- (8) The nature and concentration of any pollutants in the discharge which are limited by any national categorical pretreatment standard or pretreatment standard or pretreatment requirement and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional operation and maintenance and additional pretreatment is required;
- (9) The shortest schedule by which the user will provide additional pretreatment or operation and maintenance if required to meet pretreatment standards. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. In no case shall the reporting intervals in the schedule exceed nine months;
- (10) Each product produced by type, amount, process or processes and rate of production;
- (11) Type and amount of raw materials processed (average and maximum per day);
- (12) Number and type of employees, as well as hours of operation of plant and proposed or actual hours of operation of pretreatment system;
- (13) Any other information deemed by the Easton Utilities Commission to be necessary to evaluate the permit application.

C. Permit Required

It shall be unlawful for a user subject to a national categorical pretreatment standard or other significant industrial user or any other user directed to apply for a permit by the Easton Utilities Commission to discharge wastewater into the POTW except in accordance with the terms and conditions of a wastewater contribution permit.

D. Permit Contents

Permits shall contain the following:

- (1) Effective and expiration dates;

- (2) Statement of non-transferability as specified in section 22-10 (H).
- (3) Effluent limitations based on applicable general pretreatment standards, categorical pretreatment standards, local limits, and/or State and local law;
- (4) Self-monitoring, sampling, reporting, notification and recordkeeping requirements, including an identification for the pollutants to be monitored, sampling location, sampling frequency, and sample type, based on the applicable general pretreatment standards, categorical pretreatment standards, local limits, and/or State and local law;
- (5) Statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the compliance date beyond applicable federal deadlines.

Permits may contain the following:

- (1) The unit charge or schedule of user charges and fees for the wastewater to be discharged to a community sewer;
- (2) Requirements for the installation and maintenance of inspection and sampling facilities;
- (3) Other conditions as deemed appropriate by the Town to ensure compliance with all applicable pretreatment standards and requirements.

E. Basis for Effluent Limitations

- (1) Effluent limitations shall be based upon the more stringent of the following:
 - (a) National categorical pretreatment standards.
 - (b) State pretreatment requirements; or
 - (c) Local limitations calculated by mass balance or other valid scientific method necessary to protect the POTW from materials described in Section 22-5.

F. Permits Duration

- (1) Permit duration: Permits shall be issued for a specified time period, not to exceed five (5) years. The terms and conditions of the permit may be subject to modification by the Easton Utilities Commission during the term of the permit as limitations or requirements as identified in Section 22-9 (G) are modified or other just cause exists (i.e., changes in the federal, state, or local pretreatment requirements or standards). Users shall apply for a new permit at least 180 days prior to the expiration of the user's existing permit.

G. Permit Modifications

(1) Within nine months of the promulgation of a national categorical pretreatment standard or pretreatment requirement or such shorter time as specified within the standard or requirement, the wastewater contribution permit of the users subject to such standards shall be revised to require compliance with such standard within the time prescribed by such standard. The user shall reapply for a wastewater contribution permit within 180 days after the promulgation of the pretreatment standard.

(2) A user must re-apply for a permit whenever the mass loading of pollutants contained in the permitted discharge exceeds the average daily quantity applied for by greater than ten percent.

(3) A user may re-apply for a wastewater contribution permit whenever the user believes that some of the permit requirements no longer apply.

H. Permit Transfer

Wastewater discharge permits are issued to a specific user for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation without the prior written approval of the Easton Utilities Commission.

I. Monitoring

Industrial users shall provide and maintain in safe and proper condition, at their own expense, facilities to allow the authorized representatives of the Easton Utilities Commission, EPA, or the State to inspect, sample, or measure flows.

J. Records

(1) Users shall retain and make available upon request of authorized representatives of the Easton Utilities Commission, the State, or the EPA all records required to be collected by the user pursuant to this ordinance.

(2) These records shall remain available for a period of at least three (3) years after their collection.

(3) This period shall be extended during any litigation concerning compliance with this ordinance or permit conditions.

K. Analytical Requirements

All analyses, including sampling techniques, submitted in support of any application, report, evidence or required by any permit or order shall be performed in accordance with 40 CFR Part 136 and amendments thereto.

Where 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the Administrator (as defined in 40 CFR Part 136) determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Town or other persons, approved by the Administrator.

L. Confidential Information

Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from the Easton Utilities Commission's inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of [the Easton Utilities Commission], that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

M. Right of Entry: Inspection and Sampling

Representatives of the Easton Utilities Commission shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this ordinance and any wastewater discharge permit or order issued hereunder. Users shall allow the Easton Utilities Commission access at any reasonable time to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance for any additional duties.

A. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Easton Utilities Commission will be permitted to enter without delay for the purposes of performing specific responsibilities.

B. Representatives of the Easton Utilities Commission shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.

C. The Easton Utilities Commission may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure

wastewater flow and quality shall be calibrated [insert desired frequency] to ensure their accuracy.

D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the Easton Utilities Commission and shall not be replaced. The costs of clearing such access shall be born by the user.

E. Unreasonable delays in allowing the Easton Utilities Commission access to the user's premises shall be a violation of this ordinance.

(Ordinance 306 effective 5/9/1995, historical reference 50, 534, 140)

Section 22-11. Industrial pretreatment program fees and surcharges.

A. Program Fees

The Easton Utilities Commission may adopt fees approved by the Mayor and Council of the Town of Easton which may include distribution of costs to implement the Town of Easton Pretreatment Program.

These fees relate solely to the matters covered by this chapter and are separate from all other fees chargeable by the Easton Utilities Commission.

B. Surcharges

The E.U.C. may adopt surcharges approved by the Mayor & Council of the Town of Easton for industrial users contributing wastewater with characteristics in excess of:

Constituent	Concentration
BOD (5 Day)	250 mg/l
TSS	300 mg/l
Oil and Grease	150 mg/l

(Ordinance 306 effective 5/9/1995, historical reference 50, 534, 140)

Section 22-12. Bypasses.

A. Bypass not violating applicable Pretreatment Standards or Requirements:

An Industrial User may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (B(1) and B(2) of this section.

B. Bypass Exceeding Applicable Standards:

(1) Notice: (a) If an Industrial User knows in advance of the need for a bypass, it shall submit prior notice to the Easton Utilities Commission and/or POTW, if possible at least ten days before the date of the bypass. (b) An Industrial User shall submit oral notice of an unanticipated bypass that exceeds applicable Pretreatment Standards to the Easton Utilities Commission within 24 hours from the time the Industrial User becomes aware of the bypass. A written submission shall also be provided within 5 days of the time the Industrial User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Easton Utilities Commission may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

(2) Prohibition of bypass: (a) Bypass is prohibited, and the Easton Utilities Commission may take enforcement action against an Industrial User for a bypass unless; (i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; (ii) There were not feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgement to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and (iii) The Industrial User submitted notices as required under paragraph (1) of this section. (b) The Easton Utilities Commission may approve an anticipated bypass, after considering its adverse effects, if the Easton Utilities Commission determines that it will meet the three conditions listed in paragraph (2)(a) of this section.

(Ordinance 306 effective 5/9/1995, historical reference 50, 534, 140)

Section 22-13. Upset provision and notification.

An upset means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the industrial user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.

An upset can be used as an affirmative defense to an action brought for noncompliance with categorical pretreatment standards provided the industrial user meets certain conditions. An industrial user who wishes to establish the affirmative defense of upset must demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

- (a) An upset occurred and the industrial user can identify the cause or causes;
- (b) The facility was at the time being operated in a prudent and workmanlike manner and in compliance with applicable operation and maintenance procedures;

(c) The industrial user has submitted the following information to the Easton Utilities Commission within 24 hours of becoming aware of the upset (if this information is provided orally, a written submission must follow within five days): a description of the indirect discharge and cause of noncompliance; the period of noncompliance, including exact dates and times, or if not corrected, the anticipated time the noncompliance is expected to continue; steps being taken or planned to reduce, eliminate and prevent recurrence of the noncompliance.

(d) In any enforcement proceeding the Industrial User seeking to establish the occurrence of an Upset shall have the burden of proof.

(e) Industrial Users will have the opportunity for judicial determination on any claim of Upset only in an enforcement action brought for noncompliance with categorical Pretreatment Standards.

(f) The Industrial User shall control production or all Discharges to the extent necessary to maintain compliance with categorical Pretreatment Standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails.

Section 22-14. Special agreements.

No provision contained in this Ordinance shall be deemed to prevent any special agreement or arrangement between the Easton Utilities Commission and any person whereby wastewater of unusual strength or characteristic may be accepted by the Easton Utilities Commission at a publicly owned treatment plant for treatment which will not violate or cause the Easton Utilities Commission and/or the user to violate federal or state pretreatment requirements or standards or to violate discharge standards and which will not be harmful to the system. Under no circumstances shall the Easton Utilities Commission waive federal or state pretreatment requirements or standards or waive pretreatment requirements or standards established by an outside jurisdiction for users that discharge to that jurisdiction.

Section 22-15. Enforcement.

A. Annual Publication

The Easton Utilities Commission shall publish annually in the largest local daily paper a list of industrial users which at any time during the previous twelve (12) months were in significant noncompliance with applicable pretreatment requirements. For the purpose of this provision, an industrial user is in significant non-compliance if its violation(s) meets one or more of the following criteria:

(1) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent or more of all of the measurements taken during a six-month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter;

(2) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent or more of all of the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH).

(3) Any other violation of a pretreatment effluent limit (daily maximum or longer-term average) that the Town determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);

(4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the Town's exercise of its emergency authority under 40 CFR 403.8(f)(1)(vi)(B) to halt or prevent such a discharge;

(5) Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;

(6) Failure to provide, within 30 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(7) Failure to accurately report non-compliance;

(8) Any other violation or group of violations which the Town determines will adversely affect the operation or implementation of the local pretreatment program.

B. Harmful Contributions

(1) The Easton Utilities Commission may suspend the wastewater treatment service or a wastewater contribution permit or cut off the sewer connection when such suspension or cut-off is necessary, in the opinion of the Easton Utilities Commission, in order to stop an actual or threatened discharge which:

(a) presents or may present an imminent or substantial endangerment to the health or welfare of persons; (b) presents or may present an imminent or substantial endangerment to the environment;

(c) may cause or actually causes interference to the POTW; or

(d) causes the POTW to violate any condition of its NPDES or State discharge permit.

(2) The Easton Utilities Commission may reinstate the wastewater contribution permit or the wastewater treatment service upon proof of the elimination of the non-complying discharge.

C. Revocation of Permit

The Easton Utilities Commission may revoke any wastewater contribution permit if the Easton Utilities Commission finds that:

- (a) A user has falsified information or records submitted or retained in accordance with this ordinance; (b) A user has violated the conditions of a wastewater contribution permit;
 - (c) A user has refused right of entry guaranteed by this ordinance;
 - (d) A user has failed to re-apply for a permit or request a required permit modification; or
 - (e) A user has discharged into the POTW in violation of this ordinance.
- D. Injunctive Relief

(1) The Easton Utilities Commission may seek injunctive relief in the Circuit Court for Talbot County, Maryland, to suspend wastewater treatment service or a wastewater contribution permit or to cut off the sewer connection when such suspension or cut off is necessary, in the opinion of the Easton Utilities Commission, in order to stop an actual or threatened discharge which:

- (a) presents or may present an imminent or substantial endangerment to the health or welfare of persons;
- (b) presents or may present an imminent or substantial endangerment to the environment; (c) may cause or actually causes interference to the POTW; or
- (d) causes the POTW to violate any condition of its NPDES or State discharge permit.

(2) The Easton Utilities Commission may reinstate the wastewater contribution permit or the wastewater treatment service upon proof of the elimination of the non-complying discharge.

E. Penalties

Any violation of the provisions of this chapter shall be subject to civil and/or criminal penalties as described in Section 1-8 of the Town Ordinance. Each day of non-compliance shall be considered a separate violation. (Ordinance 306 effective 5/9/1995, historical reference 50, 534, 140)

CHAPTER 23 ~~RESERVED~~—SOLID FUEL

~~§23-1. Definitions.~~

~~§23-2. Coal dealer's license required; fee; expiration.~~

~~§23-3. Requirements for issuance of license.~~

Section 23-1. Definitions.

For the purpose of this chapter the following words and phrases shall have the following meaning ascribed to them respectively:

"*Dealer*." Any person who engages in the business of either selling or transporting coal in the town to the consumer in the town. The term "Dealer" shall include the term "Trader."

"*Solid Fuel*." Anthracite, semianthracite, bituminous, or semibituminous coal, lignite coal, briquettes, boulets, coke, gas house coke, petroleum coke, petroleum carbon, or any other manufactured or patented fuel not sold by liquid measure, except charecoal.

(Ordinance 519 aka E-34 effective 5/7/1967)

Section 23-2. Coal dealer's license required; fee; expiration.

Every person, firm or corporation engaged in the business of bartering or selling coal within the corporate limits of the Town shall obtain a License from the Town made upon a form obtained from the Town Clerk who shall, upon receipt of payment of a fee of Five Dollars (\$5.00), issue said license. All licenses issued under the provisions of this Chapter shall expire on the last day of March next following the date of issue. No License shall be issued for less than a full years' fee. (Ordinance 201 effective 7/14/1991, historical reference 9)

Section 23-3. Requirements for issuance of license.

No person or persons, firm or corporation shall be entitled to receive a coal traders' license unless said person, persons, firm or corporation shall have a bona fide coal yard including office, truck, scales, weigh master and delivery equipment, located within the limits of Talbot County. (Ordinance 9 effective 1/1/1941)

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CHAPTER 24 – STREETS AND SIDEWALKS

Article I. In General.

- §24-1. Street Ppaving – Control and Supervision.
~~§24-2. Same—Assessment of abutting property owners.~~
~~§24-3. Same—Allocation of costs.~~
§24-24. ~~Same~~—Specifications.
§24-35. ~~Same~~—Installation of Sewer, Water or Gas Mains and Laterals.
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§24-57. Obstruction of Street and Sidewalks Generally.
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§24-114. Removing or Otherwise Disturbing Grade or Line Markers Prohibited.
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§24-136. Sidewalks ~~in front of premises~~ Adjoining Property to be Kept Clean.
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§24-1922. Construction, Maintenance and Repair of Sidewalks by Property Owner.
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§24-214. Permit Required for Construction or Altering Sidewalks.
§24-225. Sidewalk Construction – Supervision.
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~~§24-27. Town authority to effect sidewalk construction; notice to owner.~~
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Article II. House Numbers.

- §24-2833. Establishment of Numbering System.
§24-2934. Method of Numbering.
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§24-~~3542~~. Street **N**aming and **A**ddressing **M**anual and **M**aps.

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§24-~~5664~~. Penalty.

Article I. In General

Section 24-1. Street **Paving - Control and **S**upervision.**

All streets paved within the corporate limits of the Town of Easton shall be under complete control and jurisdiction of the town and shall be constructed under the supervision and direction of the **T**own **e**ngineer, ~~whose duty it shall be to furnish to the council a report of the work done and an itemized statement of the costs of same.~~ (Ordinance 474 aka B-48 effective 6/21/1955, historical reference 14)

~~**Section 24-2. Same – Assessment of abutting property owners.**~~

~~The cost of the street paving improvements shall be levied against abutting property owners by an ordinance passed by the council; said costs to constitute a lien against the abutting property. (Ordinance 474 aka B-48 effective 6/21/1955, historical reference 14)~~

Section 24-3. Same—Allocation of costs.

(a) ~~The Town may assume forty (40) percent of the costs of street paving, the remaining sixty (60) percent shall be paid by the abutting property owner or assessed against their property and collected as hereinafter provided.~~

(b) ~~In any area in which street construction has not commenced as of July 17, 1972, the entire cost of street paving shall be paid by the abutting property and collected as hereinafter provided.~~

~~(Ordinance 537 aka B-80 effective 7/17/1972, historical reference 14, 474 aka B-48)~~

Section 24-24. Same—Specifications.

All street paving shall be constructed in accordance with the standard plans and specifications prepared by the ~~T~~own ~~E~~ngineer and on file in the ~~Town~~ office ~~of the town clerk~~. (Ordinance 474 aka B-48 effective 6/21/1955, historical reference 14)

Section 24-35. Same—Installation of ~~S~~ewer, ~~W~~ater or ~~G~~as ~~M~~ains and ~~L~~aterals.

(a) Before the paving of any street or roadway, under which there does not exist a water main, sewer main, gas main or storm drain, it is required that there shall be installed such water, sewer and gas mains and storm drains as may be required, together with all necessary laterals from such mains or drains to the established curb line in front of each improved property or vacant lot.

(b) Before the paving of any street or roadway under which sanitary sewer mains, water mains and gas mains exist, it is required that there shall be installed where they do not already exist, separate sewer, water and gas laterals, extending from said main to the established curb line in front of each improved property or vacant lot.

(c) All water, sewer and gas mains and laterals within the corporate limits of the Town of Easton shall be under the complete control and jurisdiction of the Easton Utilities Commission and shall be constructed under the supervision of the said Utilities Commission.

(Ordinance 475 aka B-49 effective 10/18/1955, historical reference 14)

Section 24-46. Same—Cost of ~~I~~nstalling ~~S~~ewer, ~~W~~ater or ~~G~~as ~~M~~ains and ~~L~~aterals.

The cost of water, gas and sewer main and lateral installation and storm drains shall be in accordance with the ~~Tariffs Rates and General Service Terms and Conditions~~ governing each department of the Easton Utilities Commission. (Ordinance effective 475 aka B-49 effective 10/18/1955)

Section 24-57. Obstruction of ~~S~~treets and ~~S~~idewalks ~~G~~enerally.

It shall be unlawful to place on any sidewalk or roadway in the ~~T~~own any piles or dirt or other material, or any obstruction of any kind, except as provided in this chapter, unless a special permit is first secured from the ~~chief of police~~ ~~Town Engineer~~ or other authorized agent of the ~~T~~own; and the owner of such material or obstruction shall be required to place thereon, and maintain, a sufficient light when such obstruction shall remain in such position after dark.

(Ordinance 10 effective 1/1/1941)

Section 24-68. Location of Fixtures in Regard to Curbs and Sidewalks.

Water meter covers, pave-wash boxes, manhole covers, valve boxes and similar fixtures shall be set or placed inside the curb and not more than twelve (12) inches therefrom, unless otherwise permitted by the Town Engineer, and flush with the surface of the sidewalk so that they shall not present an obstruction or stumbling block to pedestrians. (Ordinance 46 effective 3/20/1956, historical reference 14, 38)

Section 24-79. Restrictions on Cellar Doors, Cellarways and Openings in Sidewalks.

(a) No cellar door shall be placed in or on any sidewalk in a public right-of-way except by written permission License Agreement approved by of the Town Council and any cellar door so permitted and the hinges and other fastenings or attachments thereof shall be placed level with the said sidewalk.

(b) All cellarways and openings in any sidewalk or public right-of-way shall be properly guarded when open. (Ordinance 46 effective 3/20/1956, historical reference 14

Section 24-840. Restrictions on Planting Trees, Shrubbery or Similar Obstructions.

It shall be unlawful to plant any tree, post, pole or shrubbery or similar obstruction, except installations by the Town and/or public utilities, between the sidewalk and curb line of any street or highway in the Town without first obtaining permission of the Town and the execution of an agreement by the property owner assuming responsibility for all expenses of repairs and removal of said trees and shrubbery, the trimming and maintenance of the trees or shrubbery may cause to gas mains, water or sewerage lines, sidewalk, curb an gutter, or any other damage, and the trimming of the trees and shrubbery for the clearance of all utility lines. (Ordinance 46 effective 3/20/1956, historical reference 14, 24, 38)

Section 24-944. Damage to Curbs and Streets Prohibited.

It shall be unlawful for any person, firm or corporation, except employees of the Town, when so directed, to dig up, break or remove any curb or the surface of any street between curbs, whether paved or unpaved, within the limits of the Town. (Ordinance 14 effective 1/1/1941)

Section 24-1042. Damage to Sidewalks Prohibited.

No person, firm or corporation shall, by contract or otherwise, do any work involving damage to any sidewalk on any street or other public way in the Town, except such sidewalk be restored to its original condition using the most current standard construction details adopted by the Town. (Ordinance 14 effective 1/1/1941)

Section 24-13. Levels and grades; survey—Ratification and adoption.

The survey, and maps, charts and specifications made in connection therewith, showing the levels and grades of the streets, lanes, alleys, gutters and sidewalks of the town prepared by Williams, Proctor and Potts, 1907, which survey is on file in the office of the town clerk, and all subsequent amendments and additions thereto existing at the time of the adoption of this Code, are hereby ratified and adopted as the true and proper survey for levels and grades in the town. (Ordinance 15 aka E-1 effective 3/22/1907)

Section 24-114. Removing or ~~O~~therwise ~~D~~isturbing ~~G~~rade or ~~L~~ine ~~M~~arkers ~~P~~rohibited.

It shall be unlawful for any person, or persons to drive down, pull up or remove or otherwise willfully disturb or impair any property corner, stake, ~~stakes~~, or monuments, which may be planted or driven in the ground by the authority of the Town for the purpose of fixing and indicating the grade or line of any street, sidewalk pavement or curb or other lines or boundaries of any public lands, streets, squares, lanes or alleys in the Town of Easton. (Ordinance 14 effective 1/1/1941)

Section 24-125. Snow and ~~I~~ce ~~R~~emoval.

A. It shall be unlawful for any person or persons, or body corporate, to allow snow and ice to remain on or upon the sidewalk of any street or alley adjoining property owned or occupied by ~~him, them or it~~ the property owner, for a longer period than twenty four (24) hours from the cessation of the fall of said snow or sleet, and said person, persons, or body corporate shall have the same cleared off and removed from the said sidewalk within the time set forth herein. (Ordinance 10 effective 1/1/1941)

B. In the event of failure, neglect or refusal of any owner to remove snow and ice from sidewalks within the twenty-four (24) hour time period provided, the Town may cause the condition to be abated and the costs thereof assessed against the property in the same manner as real estate taxes.

Section 24-136. Sidewalks ~~in front of premises~~ ~~Adjoining Property~~ to be ~~K~~ept ~~C~~lean.

It shall be unlawful for any person to sweep dirt or trash from the interior of any store, commercial establishment or premises upon the sidewalk, but such dirt or trash shall be taken up and put in proper receptacles for removal.

It shall be the duty of all persons occupying stores, commercial establishments or premises fronting on any street or public place to keep the sidewalk ~~immediately in front~~ adjoining thereof clean and clear of rubbish, trash, waste papers and similar materials, and the same shall not be swept into the driveway or the street, but it shall be taken up and put in proper receptacles to be moved as other trash and waste is removed. (Ordinance 519 aka E-34 effective 5/7/1967)

Section 24-147. Transporting ~~L~~oose ~~M~~aterials on ~~P~~ublic ~~W~~ays.

It shall be unlawful for any person or persons to haul or transport over the public highways and streets of the Town loose materials in such a manner that said material either falls or is blown on said public streets and highways. (Ordinance 32 effective 3/21/1951)

Section 24-158. Display of ~~M~~erchandise on ~~S~~idewalks.

Displaying of merchandise on sidewalks immediately in front of stores which sell same shall be allowed except on Sundays, provided such merchandise or stands or containers for same do not extend out from the building line more than four (4) feet and in no case approach nearer to the curb line than six (6) feet; and provided further, that no merchandise having sharp or dangerous projections shall be so displayed; and provided further, it shall be unlawful to place a machine or mechanism that dispenses or vends merchandise or drinks on any of the sidewalks within the limits of ~~said the~~ Town. (Ordinance 49 effective 3/16/1959, historical reference 10)

Section 24-169. Erection of Utility Poles.

In the erection of poles in the Town by the Easton Utilities Commission, ~~lighting and~~ telephone companies, or any other utilities, no pole shall be ~~planted~~placed in front of the entrance of any property ~~holder~~, and wherever practicable, said pole shall be placed upon the divisional line between properties. (Ordinance 10 effective 1/1/1941)

Section 24-170. Roof Water Drainage Across Pavement Prohibited.

It shall be unlawful for the owner or occupant of any building located on any of the streets of the Town to permit stormwater or descent from the roof thereof to or upon the pavement or sidewalk below. (Ordinance 10 effective 1/1/1941)

Section 24-181. Posting Flyers/bills or Similar Materials on Utility Poles; Ssuspending Aadvertising Aacross Sstreets.

It shall be unlawful for any person to set up, post or attach in any manner any ~~and hand line~~flyer, poster, notice or advertisement upon any ~~telegraph, electric light or telephone~~utility pole or suspend any advertisement across the streets within the corporate limits unless permission shall first be obtained in writing from the Town. (Ordinance 10 effective 1/1/1941)

Section 24-192. Construction, Maintenance and Repair of Sidewalks by Property Owner.

It shall be the obligation of the owner or owners of every lot or premises situate within the corporate limits of the Town and fronting on any curbed street or curbed alley in said Town to make, or cause to be made and maintained, at the said owner's expense, and in conformity with such lines and grades as have been or shall hereafter be established by the Town, a sidewalk to be made of such material and in such a manner as is provided by this chapter unless the Town grants permission to use other materials, and it shall further be the duty of said owner or owners to keep such pavement or sidewalk in good and substantial repair. (Ordinance 14 effective 1/1/1941, Ordinance 665 effective 10/7/2015)

Section 24-203. Sidewalk Construction Expense.

Sidewalks shall be constructed at the expense of the property owner- and/or the developer for the project.

The expense of the repair of sidewalks that have been determined by the Town to be in need of immediate repair shall be divided in accordance with the following:

Aa. If the repair is caused by the Town, its employees or agents, and/or a Town tree, then the Town shall pay for the entire cost of the repair;

Bb. If the repair is caused by faulty construction or action by the developer, then the Town shall first try to recover the cost from the developer and/or from any bonds available on the project. If the Town is not able to recover from the developer or from bonds, then the cost shall be shared between the Town and the owner with the Town paying forty-five percent (40%) and the owner(s) paying sixty-five percent (56%) of the costs of repair;

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Ce. If the repair is caused by the owner of the property, then the owner shall pay for the entire cost of the repair;

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Dd. If the repair does not fit into any of the other categories above, then the cost to repair the sidewalk shall be shared between the Town and the owner with the Town paying ~~forty~~ fifty percent (~~40~~50%) and the owner(s) paying ~~sixty-fifty~~ percent (~~60~~50%) of the costs of repair.

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Elective repairs to sidewalks that have not been determined by the Town to be in need of immediate repair shall be solely the expense of the property owner or owners.

Repair to driveway aprons shall not be included in the term "sidewalk" above and shall be solely the expense of the property owner or owners. (Ordinance 14 effective 1/1/1941, Ordinance 665 effective 10/7/2015)

Section 24-214. Permit ~~R~~required for ~~C~~onstruction~~ing~~ or ~~A~~altering ~~S~~idewalks.

Before the owner or owners of any lot or premises abutting upon any street proceed to construct or alter any sidewalk on such street, a permit shall first be obtained from the Town in a form prescribed by it. The said permit shall be issued by the ~~Town Clerk after having been countersigned by the T~~own Engineer. Instructions as to location, width and grade of the said sidewalk shall be set forth on the permit or by other written instruction by the Town Engineer, in accordance with regulations and grades as established by the Town.

The fee for the issuance of a permit for construction of a sidewalk shall be as provided for in the Town's schedule of fees. (Ordinance 14 effective 1/1/1941, Ordinance 665 effective 10/7/2015)

Section 24-225. Sidewalk ~~C~~onstruction - Supervision.

Construction of all sidewalks shall be under the supervision of the Town Engineer. (Ordinance 47 effective 4/3/1956, historical reference 14, Ordinance 665 effective 10/7/2015)

Section 24-236. ~~Same~~—Specifications.

- a.—The Town shall publish standard details for all sidewalks in Town. All construction, maintenance and repair of sidewalks shall be in accordance with such specifications.
- b.—~~In business sections of the Town, all pavements hereafter laid shall extend in width from the property line to the curb, but in no event shall the sidewalk in business sections be less than five feet; in the residential sections and other portions of the Town, no pavement shall be less than five feet, unless the space from property line to curb be less, provided, however, that the Town may permit a sidewalk in residential areas of a width of less than five feet, upon a finding that a five foot sidewalk is not necessary, in which event the sidewalk may be constructed of a width which the Town Engineer determines; provided however, that except as otherwise herein provided, no sidewalk may be constructed less than three and one half feet in width and shall be laid conformable with existing pavements, subject to the approval of the Town Engineer. In all cases where the pavement is not to extend from the building or property line to the curb, the width shall be as prescribed in the permit or in the resolution of the council ordering the construction of~~

such pavement; and in the construction and application of this section, the council shall determine which are the business sections and which are the residential sections of the Town. (Ordinance 47 effective 4/3/1956, historical reference 14, Ordinance 665 effective 10/7/2015)

Section 24-27. Town authority to effect sidewalk construction; notice to owner.

Whenever in the judgment of the Town it shall be deemed proper that any sidewalk shall be raised or lowered to the proper grade or that any sidewalk shall be paved, repaved or repaired in the Town, the Town shall first cause to be constructed, a good and sufficient curb and gutter (if such curb and gutter have not been previously built) and after the completion of said curb, the Town shall cause a notice to be sent to the owner of record, requiring the owner or owners of the lot or premises abutting upon such sidewalk, to properly grade, pave, repave or repair said sidewalk according to the lines and grades furnished by the Town Engineer, within twenty five days from the date of said notice. (Ordinance 14 effective 1/1/1941, Ordinance 665 effective 10/7/2015)

Section 24-28. Sidewalk construction and maintenance where owner fails to comply with notice.

If the owner or owners of any lot or premises shall refuse or neglect to comply with the notice referred to in section 24-27 of this chapter, after the expiration of twenty five days from the date the notice was sent, the Town shall forthwith, upon such refusal or neglect, cause the sidewalk to be paved, graded, repaved or repaired in accordance with the provisions of this chapter. The Town Engineer shall supervise the said work, and it shall be the duty of the Town Engineer, in pursuance of the order of the Town, to grade, pave, repave, or repair such pavement or sidewalk in accordance with the legally established lines and grades. The Town Engineer shall, upon completion of the work, return to the Town Council a report of his proceedings in the matter and all itemized statement of the cost of the same, which costs shall be recovered by the Town in accordance with Section 24-23. (Ordinance 14 effective 1/1/1941, Ordinance 665 effective 10/7/2015)

Section 24-248A: Construction or Repair of Sidewalks, Etc. By Public Agencies.

A.1. In order to protect the public health, safety and welfare of the Town, it may become necessary to initiate the construction of streets and sidewalks under circumstances where it is not practical for abutting property owners to pay for a portion of the costs as provided for elsewhere in this Chapter.

2.B. Repair work may consist of the construction and repair of the streets and sidewalks, the drainage system, the various utility systems, including the location or relocation of water, sewer, electric, gas, and cable communication lines within public rights of way, streets and sidewalk lights, landscaping, as well as maintaining existing entrances from public and private properties to the street and sidewalks, and to do all things necessary to accomplish these purposes.

3.C. To carry out the previously described street and sidewalk construction and repairs as duly authorized by the Town Charter and Town Code, the Town and its employees, agents, and assigns shall have a right of temporary entry upon private property for the purpose of

accomplishing such work, at all reasonable time, upon any premises in the Town which abuts a public street or sidewalk in the Town.

~~D.4.~~ The Town shall be responsible for repairing any damage done to private property by the Town and its employees, agents, and assigns pursuant to the powers granted by this Section.

(Ordinance 420 effective 11/8/2000, Ordinance 665 effective 10/7/2015)

Section 24-~~259~~. Curb and Gutter Construction - Supervision and Control.

All curbs and gutters within the corporate limits of the Town of Easton shall be constructed under the supervision and charge of the ~~T~~own ~~E~~ngineer, whose duty it shall be to furnish to the ~~T~~own ~~C~~ouncil a report of the work done including an allowance for supervision and engineering and an itemized statement of the costs of same. (Ordinance 474 aka B-48 effective 6/21/1955, historical reference 14)

Section 24-~~2630~~. Same—Allocation of Costs.

~~The town may assume up to forty (40) percent of the costs of curb and gutter construction or repair, the remaining sixty (60) percent to be paid for by the property owner or owners or assessed against his, her or their property and collected as hereinafter provided. (Ordinance 474 aka B-48 effective 6/21/1955, historical reference 14)~~

~~In any area in which street construction has not commenced as of July 17, 1972, the entire cost of curb and gutter construction or repair shall be paid by the abutting property owner, or assessed against the abutting property and collected as herein provided. (Ordinance 537 aka B-80 effective 7/17/1972)~~

The entire cost of repairs or reconstruction of damaged or defective curbs and/or street gutters, may be borne by the ~~T~~own; provided, however, that when any property owner shall request permission to lower or otherwise modify the grade, dimensions or shape of any existing curb and/or sidewalk, for the purpose of or as a part of constructing a private driveway or entrance to such owner's property, the entire cost of such alteration shall be borne by such owner. (Ordinance 474 aka B-48 effective 6/21/1955, historical reference 14)

Section 24-~~31~~. Same—Assessment of property owners.

~~The cost of the curb and gutter improvements may be levied against abutting property by an ordinance passed by the council; said cost constitute a lien against the abutting property. (Ordinance 474 aka B-48 effective 6/21/1955, historical reference 14)~~

Section 24-~~2732~~. Same—Specifications.

All curbs and gutters shall be constructed in accordance with the standard plans and specifications prepared by the ~~T~~own ~~E~~ngineer ~~and on file in the office of the town clerk~~. (Ordinance 474 aka B-48 effective 6/21/1955, historical reference 14)

Article II. House Numbers

Section 24-~~2833~~. Establishment of ~~N~~umbering ~~S~~ystem.

A numbering system for all houses, storerooms and other buildings on the streets, avenues, lanes and public ways of the Town of Easton. ~~Such numbering system to apply~~ generally to the front or main entrance of the premises ~~numbered~~. (Ordinance 384 aka E-6 effective 2/18/1936)

Section 24-~~29~~34. Method of ~~N~~numbering.

~~A. (a)~~ On the streets, avenues and public ways which run in a general "east and west" direction, the numbers assigned to buildings on the southerly sides of such streets, avenues and public ways shall be "even" numbers and the numbers assigned to buildings on the northerly side of such streets, avenues, and public ways which run in a general "north" and "south" direction, the numbers assigned to buildings on the easterly side thereof shall be "even" numbers and the numbers assigned to buildings on the westerly side of such streets, avenues, and public ways shall be "uneven" numbers.

~~B. (b)~~ Building numbers shall be divided into four series, to wit: north, south, east and west. The division line between the north series and the south series of numbers shall extend continuously along Court Street, Dover Street and Dover Road, from the westerly to the easterly boundaries of the town. The division line between the east series and the west series of numbers shall be continuously along Washington Street from the southerly to the northerly boundaries of the town.

~~C. (c)~~ The buildings in each block or interval between main cross-streets, north and south, east and west, shall be numbered centesimally, starting with number one and proceeding in each direction from the above stated division streets, and beginning each such successive block with the next higher hundred than the last. In establishing such block numbers, due regard shall be given "dead-end" streets so as to develop the most orderly numbering of all buildings along each particular street, avenue or public way.

(Ordinance 384 aka E-6 effective 2/18/1936)

~~Section 24-35. Adoption of house numbering system atlas.~~

~~The numbers of all buildings and properties within the corporate limits of the town are hereby declared to be as shown on an atlas entitled "House Numbering System Atlas," which is filed in the office of the town clerk as No. "D-35" of the Town Plans and Maps, and which atlas is hereby made a part of this section, and such atlas and all notations, references and other data shown thereon is by this reference made a part hereof to the same extent as if the information set forth on such atlas were fully described and incorporated herein. (Ordinance 384 aka E-6 effective 2/18/1936)~~

~~Section 24-36. Official identification of buildings after July 1, 1936.~~

~~On and after the first day of July, 1936, no number on any building in the town shall be recognized as official, except those assigned under the provisions of this article. (Ordinance 384 aka E-6 effective 2/18/1936)~~

Section 24-307. Duties of ~~T~~town ~~O~~officials in ~~R~~regard to ~~H~~house ~~N~~numbering ~~S~~system.

~~A. (a)~~ The ~~T~~town ~~E~~ngineer shall, from time to time, revise, correct and keep the house numbering system atlas up to date and he ~~or she~~ shall also assign numbers to new buildings at the

time building permits are applied for, such house number shall be indicated on each building permit by the ~~town clerk~~Code Official prior to issuance of such permit.

~~B.(b)~~ The ~~M~~Mayor, with the advice and assistance of the ~~T~~town ~~E~~ngineer, shall be, and is, hereby authorized to make such revisions in the herein established numbering system, as may become necessary or advisable on account of the opening of new streets or other future developments of the ~~T~~town; provided, however, that such revisions or changes shall not be inconsistent with the general system herein established and described.

(Ordinance 384 aka E-6 effective 2/18/1936.)

Section 24-~~381~~. Posting ~~N~~umbers.

Numerals indicating the official numbers of each house and building shall be posted in such a manner as to be visible from the street on which the property is located. (1967 Code by Ordinance 519 aka E-34 effective 5/7/1967)

Section 24-~~392~~. Purpose.

The purpose of Sections 24-39 through 24-46 is to establish a system for the assignment of certain street names and the numbering of certain properties located in the Town of Easton. (Ordinance 178 effective 6/10/1990)

Section 24-~~3340~~. Application and ~~T~~erritorial ~~L~~imits.

Sections 24-39 through 24-46 shall apply to the following lands, properties, buildings and other structures located within the territorial limits of the Town of Easton:

~~A.(1)~~ All lands, properties, buildings and other structures abutting the westerly boundary of the right-of-way of U.S. Route 50;

~~B.(2)~~ All lands, properties, buildings and other structures situate and lying on the easterly side of U.S. Route 50; and

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~~C.(3)~~ All lands, properties, buildings and other structures situate and lying on the westerly side of Maryland Route 322, excepting therefrom, however, all those properties, buildings, and other structures bounded on the north, south and west by the North and South Branches of the Tred Avon River, and bounded on the east by Maryland Route 322, and commonly known as "Easton Point".

(Ordinance 178 effective 6/10/1990)

Section 24-~~3441~~. Definitions.

As used in Sections 24-39 through 24-46, the following terms have the meanings indicated:

~~A.(1)~~ STREET - A public or private way which provides a means of access to abutting property. The term shall include road, street, avenue, drive, circle, highway, or similar term.

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~~B.(2)~~ TAX ASSESSMENT MAPS - Maps prepared by the Maryland Department of Assessments and Taxation which show properties and streets in the Town of Easton.

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(Ordinance 178 effective 6/10/1990)

Section 24-~~3542~~. Street Naming and Addressing Manual and Maps.

~~A.(a)~~ The Town Engineer shall prepare and maintain a Street Naming and Addressing Manual which describes in detail the criteria, procedures and methods used to name streets and to assign address numbers to properties in the Town subject to the provisions of Sections 24-39 through 24-46 of the Code. This manual shall include the development of a grid system from which the address numbers will be derived.

~~B.(b)~~ The Town Engineer shall keep and maintain a set of maps of the Town of Easton which display the address grid system and the names of streets.

(Ordinance 178 effective 6/10/1990)

Section 24-~~3643~~. Official street name list.

~~A.(a)~~ The Town Engineer shall maintain an official Street Name List of the Town of Easton.

~~B.(b)~~ Any new street opened, platted, or created shall be incorporated into the Official Street Name List by the Town Engineer if the street meets the criteria contained in the Street Naming and Addressing Manual. The Town Engineer ~~and the Planning and Zoning Commission~~ shall have the authority to approve the name of any new street. (Ordinance 178 effective 6/10/1990)

Section 24-~~3744~~. Address numbers.

~~A.(a)~~ All property subject to the provisions of Sections 24-39 through 24-46 containing a home, business to other primary use or structure shall have an address number assigned in accordance with the criteria and procedures specified in the Street Naming and Addressing Manual.

~~B.(b)~~ The Town Engineer shall assign an address number to a property subject to the provisions of Sections 24-39 through 24-46 prior to the issuance of a building permit.

(Ordinance 178 effective 6/10/1990)

Section 24-~~3845~~. Notification, Use, and Display of Address Number.

~~A.(a)~~ Following the initial assignment of addresses, the Town Engineer shall mail a notification of the new address to the owner of the property by U.S. mail, first class postage prepaid. The name and address of the property owner shall be as obtained from the records of the Maryland Department of Assessments and Taxation.

~~B.(b)~~ The owner of any property who receives notification of a new address number shall be responsible for informing all tenants or occupants of the new address.

~~C.(e)~~ The owner or occupant shall have a period of one (1) year from the date the notification is mailed to make all address changes or adjustments. Thereafter, the address number assigned under this Chapter shall be the only street address used by the owner or occupant of the property.

~~D.(d)~~ Within one (1) year from the date the notification of the new address is mailed, the owner shall have placed on the property, in a location visible from the street upon which the address number is assigned, figures at least (3) inches high showing the number of the house or building. Numbers placed on mailboxes or signs shall satisfy this requirement only if the home or building is clearly identifiable in relation to the mailbox or sign.

(Ordinance 178 effective 6/10/1990)

Section 24-~~39~~46. Enforcement and Penalties.

~~A.(a)~~ A violation of any provision of Sections 24-39 through 24-46 or failure to comply with any requirement thereof, shall constitute a ~~civil-municipal~~ infraction. Each day on which a violation continues shall constitute a separate offense. Any person found by a court of competent jurisdiction to have violated any provision of Sections 24-39 through 24-46 shall pay a fine of ~~One Hundred Dollars (\$100.00) for the first violation. The fine for each subsequent violation shall be One Hundred Dollars (\$100.00);~~ in accordance with Section 1-8(b) of the Town Code.

~~(b) Once a person charged with a violation has received the infraction citation for the first violation, it shall not be necessary to deliver an infraction citation for any subsequent violation of the same provision or section of this Chapter. A subsequent violation shall mean a violation of the same section or provision of this Chapter, upon the same parcel or piece of real property which has occurred not more than 30 days, but not less than 24 hours after the first violation.~~

~~B.(e)~~ The Town of Easton may enforce this Chapter by civil action for declaratory judgment and/or injunction, in addition to, or instead of citing the violator for a civil infraction. In the case of a civil action for declaratory judgment and/or injunction, the Town may recover its legal fees and costs from the violator.

~~C.(d)~~ The owner and/or tenant of any building, structure, premise, or part thereof, and any architect, builder, contractor, agent, or any other person who causes, commits, participates in, assists in, or maintains a violation of this Chapter shall be guilty of a separate offense, and subject to all the penalties set forth herein.

(Ordinance 178 effective 6/10/1990)

Article III. Trees

Section 24-~~40~~.7 Purpose.

It is the purpose of this ordinance to establish a policy for the planting, maintenance, and removal of trees located on public property in the Town of Easton and to name the Town of Easton's Department of Public Works (DPW) Department as the agency responsible for carrying out the provisions of this ordinance. This ordinance is intended to act as guidance for DPW in carrying out its duties. However, it is not intended to replace the Town Engineer's ~~and the~~

~~Superintendent of PW's~~ ability to make decisions in ~~his or her~~their best judgment, nor is it intended to supersede the Town of Easton's Zoning Ordinance or any other provision of the Town's Charter or Code. The provisions of this ordinance are in addition to any other responsibilities or rights of the Town to enforce any provision of the Town's Charter, Code, or other regulation applicable within the Town. (Ordinance 464 effective 1/5/2004)

Section 24-41.8 Goals.

This article establishes policies to act as guidance to accomplish the following goals:

A.1.—Establish and maintain the appropriate amount of tree cover on public lands and maintain an inventory of Town trees.

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B.2.—Maintain and conserve Town trees in a healthy and non hazardous condition through good.

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C.3. arboricultural practices.

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D.4. Establish and maintain diversity toward native tree species and age classes to provide a healthy and stable urban forest.

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E.4. Assist and work with persons as they develop their properties, including new residential, commercial or industrial sites; preserve existing trees or oversee proper replacement of trees removed from the site being developed.

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(Ordinance 464 effective 1/5/2004)

Section 24-42.9 Definitions.

ANSI A300—American National Standards Institute, Inc. Standard Practices for Tree Care Operations—Tree,

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Shrub and Other Woody Plant Maintenance.Conservation—maintenance of the existing order from loss, waste, or harm. dbh—is the diameter/caliper of the tree trunk at a height of 4.5' from the ground.

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Developer includes an individual, group of individuals or corporation or other entity having intent to develop and/or subdivide or improve a lot, piece or parcel of land for the purpose of transfer of ownership or leasehold or building development.

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DPW—The Town of Easton's Department of Public Works

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Emergency situations—emergency situations, i.e. fallen limbs, where immediate attention to protect the public's safety is required.

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ISA—International Society of Arboriculture.

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Large tree should be selected to be any tree exceeding 45' in height at maturity.

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Medium tree should be selected not to exceed 45' in height at maturity.

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Park trees are herein defined as trees and shrubs in public parks, public open spaces and all areas to which the public has free access, except right-of-ways owned by the Town.

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Person—a natural person, individual, partnership, corporation, limited liability company, trust, voluntary association, club, society or any group of persons acting as a group.

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~~DPW—The Town of Easton's Public Works Department~~

Street trees are herein defined as trees and shrubs on public land located along any Town streets, avenues or alley rights-of-ways.

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Small tree should be selected not to exceed 15' — 20' in height at maturity.

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Topping/Pollarding—is the severe internodal cutting back of limbs to stubs larger than three inches (3") in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. (Ordinance 464 effective 1/5/2004)

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Section 24-43.50 Objectives of the Department of Public Works (DPW).

A.1. Complete a street/park tree inventory; review and update the information every two years.

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B.2. Develop and maintain a street/park tree master plan document for the Town of Easton. Such a plan shall contain a recommended tree species planting list and shall govern the sizes of trees that can be planted in areas of its jurisdiction.

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C.3. Study, investigate, develop and/or update a written plan for the care, conservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets, and in other public areas. Such plan will be presented annually to Town Council; and be used as the basis for budget funding.

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D.4. Prepare and submit a tree planting, garden and maintenance budget to Town Council as directed by the Mayor. This budget shall be discussed during workshop sessions with the Mayor and Town Council for consideration in the final Town of Easton budget.

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E.5. Make application for and receive grants or contributions of money, technical assistance and labor from any person, organization or agency, if and when they are available and are deemed to be appropriate for Easton.

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F.6. Define work specifications in order to request bid submissions from qualified contractors, initiate contracts and arrangements for the proper care, planting or conservation of trees, when required.

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G7. Educate the public about the benefits of trees and their proper care.

(Ordinance 464 effective 1/5/2004)

Section 24-~~44.51~~ Specifications for Planting.

A.1.— Spacing of trees: Spacing of street trees will be in accordance with the growth characteristics of the ultimate tree canopy with the three species size classes, and in accordance with the Easton Zoning Ordinance.

Small—plant no closer than 30’ apart.

Medium—plant no closer than 40’ apart

Large—plant no closer than 50’ apart.

Note: no street trees should be planted so as to create a safety hazard.

B2. Utilities: no street trees should be planted so as to constitute a hazard or obstruction to utilities, whether those utilities are above or below the ground.

C3. Tree size: all street trees shall conform to American Association of Nurserymen Standards and be at least 1-1/4” to 1-1/2” in dbh and at least eight to ten feet tall when planted unless special conditions exist and ~~the Superintendent of Public Works or the~~ Town Engineer approves a deviation.

D4. Planting: MD’s Department of Natural Resources Forest Service Urban program recommended planting techniques for the type of tree to be planted (balled & burlap, containerized, bare root) should be followed. Such specifications are to be given to contractors each time a contract for tree planting is awarded.

E5. Species to be planted: The Town Engineer and Planning & Zoning shall determine the appropriateness of trees within the Town of Easton. No individual person or organization is allowed to plant on any public property without first receiving written permission from the Town Engineer or the Town Planner. The Tree Management Plan and recommended species list shall be the guideline followed with exceptions for special plantings to be approved by the Town Engineer or the Town Planner.

(Ordinance 464 effective 1/5/2004)

Section 24-~~45.52~~ Maintenance.

A1. The Town shall have the right to treat, plant, prune, maintain and remove trees, plants, and shrubs within the lines of all streets, alleys, avenues, parks, and public grounds, as may be necessary to ensure public safety or to preserve or enhance the symmetry and beauty of such grounds. It shall be the responsibility of PW to provide adequate maintenance for all Town trees.

B2. PW may remove or order the removal of any tree or part thereof (using ANSI A300

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Standards) which is in a hazardous condition or which by reason of its nature is injurious to sewer lines, electric power lines, gas lines, water lines, or other public improvements; or is infected with a non-treatable, infectious disease, infested with pests, or cannot be treated economically.

C3. No property owner shall plant, spray, prune, remove, cut above or below ground or otherwise disturb any Town street or park trees. Any street or park trees removed by a property owner shall be replaced at the property owner's expense. (In the interest of good conservation, practices are acceptable when agreed upon by PW and tree care professionals.)

D4. Any individual or firm contracted by PW to provide pruning maintenance on street or park trees is required to follow ANSI A300 standard practice.

E5. Tree topping/pollarding: except as otherwise stated, it shall be unlawful for any person, firm, Town department, or utility company to top any street tree, park tree, or other tree on public property. No street or park trees are to be exempted from this specific practice unless unusual damage (storm, etc.) allows best care practice via a Certified Arborist consultation for best practices.

F6. Pruning of Overhanging Trees; Cost: Any property owner with a tree overhanging any street or right-of-way within the Town shall prune the branches so that such branches shall not significantly obstruct the light from the public street lights or obstruct the view of any street intersection. Trees or other vegetation shall also be pruned to provide a clear space above the surface of sidewalks and streets to allow for unobstructed passage of pedestrians and vehicles. The owners should remove all dead, infectious, diseased or hazardous trees, or broken or decayed limbs that constitute a hazard to the safety of streets. Upon finding any of the above conditions, PW shall request a Town Code Enforcement Officer to notify the property owner of the problem(s) and direct the property owner to correct the problem(s) in a timely manner. After the expiration of the time provided in the notification letter, PW and/or its contracted agent shall have the right to prune any tree when it interferes with the proper spread of street lighting or interferes with visibility of any traffic control device or sign. The property owner shall be responsible for the cost of this maintenance.

G7. Removal/treatment of dead, diseased, infectious, non-treatable pest-infested, non correctable, or otherwise hazardous trees.

(i)1. PW shall have the right to remove any dead, diseased, pest-infested or other hazardous trees on Town-owned property when such items constitute a hazard to life or property in the public right-of-way.

(ii)2. PW shall have the right to request that a Code Official notify private property owners in accordance with established procedures to have dead, diseased or pest-infested trees on their property treated by an ISA certified arborist or a MD licensed pesticide applicator, or removed when said trees are in such close

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proximity to Town trees so as to pose a threat to the health of Town owned trees or a threat to the public health, safety, or welfare.

(iii)3. When PW plants a tree, costs involved in removing the tree/stump, and repairing damage to sidewalks and curbs caused by the Town-owned trees are the Town's responsibility.

H8. Removal of Stumps: all stumps of street and park trees should be removed to 6" below grade as near to the time the tree is removed as possible so they do not pose a hazard to the public.

I9. Replacement/Mitigation Policy: a tree is to be planted and allowed to become established in close proximity to a declining tree, for a period of at least five years prior to the removal of the declining tree. When such replacement/establishment policy, in accordance with the Tree Management Plan cannot be followed due o time constraints or budgetary constraints, prior to removal of the declining tree, any tree that is removed should be replaced by one or more trees of an appropriate species as noted in the table below. One of the required numbers of trees should be planted in as close proximity to the one removed as is feasible and the remaining specified number within one year from the date of removal.

DHB of Tree Removed	Replacement Quality	dbh of Repalcement(s)
less than 6"	1	1-3/4" minimum
6"-9"	1	1-3/4" minimum
9"-12"	2	1-3/4" minimum

A State of MD Roadside Tree Expert or licensed MD Tree Expert or the equivalent certification is preferred for tree pruning, treating, or removal.

(Ordinance 464 effective 1/5/2004)

Section 24-~~46.53~~ New Developments; Street Renovation Projects.

A. In new residential, commercial or industrial developments, refer to the Town of Easton's Zoning Ordinance, as amended.

B2. Town street renovation projects shall make provision for Street Tree plantings. The Town Planner, Town Engineer, and PW shall work with the contracted project engineer/landscape architect during the design and implementation phases of the project, and shall be responsible for making final recommendations.

(Ordinance 464 effective 1/5/2004)

Section 24-~~47.55~~ Certification; Insurance.

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A.1.—Any firm contracted by DPW to prune or remove a Town-owned tree shall show proof of ISA Certified Arborist or MD Licensed Tree Expert certification to DPW and shall be familiar with and follow ANSI A300 standard pruning practices before a contract for the work can be awarded.

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B.2. Any firm contracted by DPW or its agents to spray for or otherwise treat pests and diseases shall show proof that it has an ISA Certified Arborist or an MD Licensed Tree Expert status and holds a current MD Pest Control Operator's License.

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C.3. Firms contracted by DPW or its agents, shall provide to ~~PW Superintendent~~ the Town Engineer proof of Workman's Compensation Insurance and adequate Liability Insurance coverage in the minimum amounts of \$1,000,000 for bodily damage and \$100,000 for property damage, indemnifying the Town from liability for any person or property injured or damaged resulting from the pursuit of such endeavors as described herein.

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(Ordinance 464 effective 1/5/2004)

Section 24-~~48,56~~ Penalty.

A violation of any provision of this Article by any private person or failure to comply with any requirement thereof, shall constitute a municipal infraction with a fine in accordance with Section 1-8(b) of the Town Code. Each day on which a violation continues shall constitute a separate offense. (Ordinance 464 effective 1/5/2004)

Article IV. Permits for Placement of Facilities or Utilities

Sec. 24-~~49~~57. Definitions

The terms, phrases, words, and their derivations used in this Chapter shall have the meanings given in this Section.

Abandoned means any facilities or structures (including by way of example but not limited to poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that are unused or in a non-functioning condition for a period of one hundred eighty (180) days without the Operator otherwise notifying the Town and receiving the Town's approval.

Antenna means communications equipment that transmits or receives radio frequency signals in the provision of wireless service.

Applicant means any Person applying for a permit under this Chapter including the applicant's officials, employees, agents, and contractors.

Collocation or Collocate means to install, mount, maintain, modify, operate, or replace wireless facilities on a Wireless Support Structure.

Decorative Pole means a pole, arch, or structure other than a street light pole placed in the Right of Way specifically designed and placed for aesthetic purposes and on which no appurtenances or attachments have been placed except for any of the following (a) electric lighting; (b) specially designed informational or directional signage; (c) temporary holiday or special event attachments.

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Design Manual means those detailed application requirements, design guidelines, specifications and examples for the design and installation of structure, facilities, or utilities in the Right of Way adopted by the Town Engineer.

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Operator means a wireless service provider, cable operator, or a video service provider that operates a Small Cell Facility and provides wireless service. Operator includes a wireless service provider, cable operator, or a video service provider that provides information services as defined in the "Telecommunications Act of 1996," 110 Stat. 59, 47 U.S.C. 153(2), and services that are fixed in nature or use unlicensed spectrum.

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Permit means the non-exclusive grant of authority issued by the Town of Easton to place facilities or utilities in public roads, public right of way or utility easements in accordance with these the Code of the Town of Easton and corresponding regulations and standards.

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Permittee means the owner and/or Operator issued a permit to work in or install facilities, equipment or structures in the road, right of way or utility easement under this chapter and the person that owns facilities, equipment or structures permitted to be installed under this chapter, including the permittee's officials, employees, agents, and contractors.

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Right of Way means the surface of, and the space within, through, on, across, above, or below, any public street, public road, public highway, public freeway, public lane, public path, public alley, public court, public sidewalk, public boulevard, public parkway, public drive, public easement, and any other land dedicated or otherwise designated for a compatible public use, which is owned or controlled by the Town.

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Small Cell Facility - A facility designed to provide wireless voice, data and/or image transmission in concentrated areas that meets both of the following qualifications:

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Aa. Each antenna could fit within an enclosure of no more than three (3) cubic feet in volume; and

Bb. All other wireless equipment associated with the facility is cumulatively no more than twenty-eight (28) cubic feet in volume. The calculation of equipment volume shall not include electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

Town means the Town of Easton.

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Utility Pole means a structure that is designed for, or used for the purpose of, carrying lines, cables, or wires for electric or telecommunications service. "Utility pole" excludes street signs and Decorative poles.

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Wireless Support Structure means a pole, such as a monopole, either guyed or self-supporting, street light pole, traffic signal pole, a fifteen-foot or taller sign pole, or utility pole capable of supporting Small Cell Facilities. Wireless Support Structure excludes a Utility pole or other facility owned or operated by the Easton Utilities Commission.

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Section 24-5058. Permit Required for Placement of Facilities or Utilities, Whether Private or Public, in the Right of Way Required.

Aa. It shall be unlawful for any person to obstruct, grade, dig, excavate or construct within, over, or under any Right of Way, without first obtaining a permit from the Town. This requirement shall not apply to activities of the Easton Utilities Commission owned by the Town.

Bb. It shall be unlawful for any person to install, repair or maintain, within or under any Right of Way, any privately-owned facility, structure, fixture, equipment, conduit, cable, or pipe without first obtaining a permit from the Town. This requirement shall not apply to activities of the Easton Utilities Commission owned by the Town.

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Ce. General findings required for issuance of all permits pursuant to this Section. A permit shall not be issued pursuant to this Section until the following criteria are satisfied as determined by the Town Engineer in the Town Engineer's reasonable discretion and judgment:

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(i)1. The structure, facility or utility shall comply with all requirements set forth in a Design Manual adopted by the Town Engineer provided such Design Manual is in accordance with and by the authority granted by the Town Council, the Code of the Town of Easton, and state and federal law.

(ii)2. —A permit shall not be issued for a proposed installation when the location selected in the application is in an area where there is an overconcentration of structures or facilities in, on or over the Right of Way.

(iii)3. —The structure or facility shall not obstruct pedestrian or vehicular traffic flow or sight lines, and not obstruct parking or the entering or exiting of persons from vehicles parked in the Right of Way.

(iv)4. —The proposed installation shall comply with the Americans with Disabilities Act.

(v)5. —A proposed pole shall have a diameter and height not greater than the maximums established by the Town Engineer, but be tall enough to ensure that all attached equipment is at least fifteen (15) feet above ground.

(vi)6. —A replacement pole shall be located within two (2) feet of the base of the previously existing pole and at the same distance from the edge of the travel lane, unless

the Town Engineer determines that a different location is preferable to facilitate pedestrian use of the Right of Way, vehicle and pedestrian sight lines, or the Town's use of the Right of Way.

~~(vii)7.~~—An equipment cabinet shall comply with size limits and placement requirements established by the Town Engineer, including maximum volume limits for all equipment cabinets associated with a pole.

~~(viii)8.~~—An antenna shall be the least visible antenna possible to accomplish the coverage objectives.

~~(ix)9.~~—Antennas, antenna mounts and cabinets shall be situated, screened, shrouded, concealed or treated to minimize visual and acoustic impact (including having antennas flush mounted to the extent reasonably feasible), as determined by the Town Engineer. All antenna mounts shall be designed so as not to preclude future collocation by the same or other operators or carriers.

~~(x)10.~~—Antennas, antenna mounts, cabinets and poles shall have a color and finish to minimize the visual impact to the neighborhood, taking into consideration historic area designation and color and design schemes for Town facilities, commercial districts, and other areas with aesthetic guidelines.

~~(xi)11.~~—All equipment shall be designed to be resistant to unauthorized access, climbing, vandalism, and other activities that result in hazardous situations, interception of communications, or attractive nuisances.

~~(xii)12.~~—For all excavations, the Permittee shall, within the time specified in the permit or, if no time is specified therein, within ten (10) days after completion of the work authorized by the permit, adequately refill with the same type of material as had been removed or with other materials approved by the Town Engineer, without disturbing or damaging existing Town infrastructure, and restore the surface of the place so excavated to as good condition as existed prior to excavation.

~~(xiii)13.~~—The applicant shall post any required bonds or other financial security to insure the completion, safety, workmanship and restoration of the work and/or work area so permitted.

~~(xiv)14.~~—The Town Engineer may impose such conditions as are necessary to protect the public health, safety and welfare.

~~(xv)15.~~—All facilities shall be subject to relocation at the expense of the Permittee in the event that the privately-owned facility is found to conflict with future public facilities or with access to repair, replace or maintain existing or future public facilities.

~~(xvi)16.~~—Prior to the issuance of a permit, the permittee shall execute a written agreement which may be a franchise, right-of-way use agreement, or license agreement as required

by the Town depending on the particular use being made. All agreements shall include provisions for insurance and indemnification as is reasonably necessary to protect the interests of the Town.

~~(xvii)~~17.—The permittee shall obtain and maintain all required consents, licenses or franchises from the Town with respect to the facilities that are the subject of the permit.

~~(xviii)~~18.—The application shall comply with all other applicable sections of this Article IV.

~~(xix)~~19.—Nothing in this Article precludes or limits the Town from applying its generally applicable power to protect the health, safety, and welfare when granting a permit for activities within the public roads, public rights-of-way, and public utility easements.

Section 24-519. Additional Provisions Pertaining to Above Ground Facilities Including Communications Facilities, Communications Support Structures, and Small Cell Facilities.

All above ground facilities including Communications facilities including communications support structures, Small Cell Facilities, and Wireless Support Structures shall meet the following requirements:

~~A~~a. Comply with all of the provisions for a permit as required in this Chapter.

~~B~~b. Communications facilities may only be installed on existing utility poles, and only entities certified by the Maryland Public Service Commission pursuant to the Annotated Code of Maryland, Public Services and Utilities, Division I, Title 7 or Title 8, as amended, may erect or contract to erect replacement poles in the Right of Way. To allow the installation of an additional or replacement pole, the Town Engineer must find that:

~~(i)~~1. Additional communications facilities are necessary in the location of the proposed pole to provide adequate telecommunications coverage; and

~~(ii)~~2. Existing poles do not have the capacity for the necessary communications facilities.

~~C~~e. If proposed to be attached to a privately-owned utility pole, be authorized by an executed attached agreement with the utility pole owner, setting forth, at a minimum, the title, date and term of the agreement.

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~~D~~d. Be necessary in the location of the proposed facility to provide adequate service or telecommunications coverage.

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~~E~~e. Allow up to but not more than three antennas per pole;

~~F~~f. Have no exterior wiring if the pole on which it is mounted can accommodate internal wiring or, if necessary, have exterior wiring enclosed in a shielded conduit; and

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Gg. Upon installation of the antenna, the radio frequency or electromagnetic waves emissions for the antenna of, if applicable, the cumulative emissions from the new antenna and any collocated antennas, shall be tested for compliance with federal limits. If an antenna exceeds federal emission limits or causes the antennas collocated on a support structure to exceed federal emission limits, the newly installed antenna must be removed by the applicant within five (5) days at its own expense.

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Hh. Above ground facilities including communications facilities shall be permitted to be located within a historic district, but shall be subject to the provisions of Article VII of this chapter. Facilities mounted on existing or new light poles, utility poles, and other poles shall be considered "construction" of a "structure" for purposes of application of that Article; and the mounting of facilities on surfaces, facades, or rooftops of existing "structures," which for purposes of this Section shall include existing buildings, light poles, and other such locations as are deemed "structures" in the standard application of Article VII, shall be considered an "alteration" to such "structure." Any new light pole erected for purposes of mounting a facility shall be designed consistent with other existing light poles within the surrounding area; other types of new poles shall not be permitted to be installed for purposes of mounting a facility.

Ii. Facilities shall not interfere with public safety telecommunications. Any application for building and/or use and occupancy permit for a facility shall be accompanied by an intermodulation study which provides a technical evaluation of all proposed transmissions and indicates all potential interference problems. Prior to the introduction of any new service, the owner/operator shall provide the Town at least 10 calendar days' written notice to the Town Engineer in advance of such service and allow the Town to monitor interference levels during the testing process.

Jj. Use of backup power sources. The use of diesel generator or other backup power sources shall be limited to actual power-outage events and any operation necessary for testing and maintenance. Permanent or continuous use of backup power sources is prohibited.

Kk. In residential areas, no installation may be located within 300 feet radius of another installation including any such installation located private property, except in the case of a cluster installation that does not result in a substantial increase in size. In no case may more than four antennas be clustered on a single pole in a residential area or in a historic district.

Ll. An applicant for a permit for a facility including a Small Cell Facility or a Wireless Support Structure, shall, in addition to any other requirements contained herein and in the Design Manual, include the following:

- (i). A report from a qualified and licensed professional engineer that describes the design, including cross sections and elevations; documents the height above grade for the facility and potential mounting positions for collocated antenna (if any) and the minimum separation distances between antenna; describes the location of the facility, including the number of additional antenna that can be accommodated (if any); documents what steps the applicant will take to avoid interference with

established public safety telecommunications; includes an engineer's stamp and registration number; includes architectural renderings of the facility illustrating what it will look like at the proposed location and from various vantage points, as may be required by the Town Engineer.

- (ii)2. The applicant shall specify whether the application is subject to any Federal Communications Commission applications requirements or federal or state law, and if so, identify the law and the applicable requirements.
- (iii)3. The applicant shall provide proof that it is a licensed provider and will comply with all federal, state, and Town laws and regulations, including those relative to wireless service.
- (iv)4. A master report plan of applicant's current proposed communication network including an illustrative wireless communications map detailing existing and proposed wireless coverage, antenna sites and collocation sites.
- (v)5. The application shall include the number of potential collocation sites on the proposed facility.
- (vi)6. The applicant shall provide a safety report demonstrating that the structure can safely accept installation of the antennas and additional communication facilities.

Section 24-52.60 Application and Approval Process

The Town Engineer may establish more specific details of the application requirements and process in the Design Manual. At a minimum, the following provisions shall be applicable for all requests for a permit under this Article.

Aa. Pre-Application Conference. The Town requires pre-submittal conferences to meet with potential Applicants and discuss projects on a conceptual level. The conference is intended to identify the correct application type and content requirements for any given project, and also to create an informal forum in which Applicants and the Town can discuss any concerns that should be addressed as soon as possible to avoid any unnecessary delays in the processing of an application and issuance of a permit. The requirement for a pre-submittal conference may be waived by the Town Engineer based on necessity and prior experience with the Applicant.

Bb. Required Application Materials. Unless otherwise required by state or federal law, the application shall be submitted to the Town Engineer with the applicable fees and all required materials and information in accordance with the requirements of this Article and the Design Manual in order for the application to be considered complete. As part of the Application, the applicant shall specify whether the application is subject to any Federal Communications Commission applications requirements or federal or state law, and if so, identify the law and the applicable requirements.

Cc. Fees. The fees associated with the permit request shall be those fees as may be adopted by resolution of the Town Council as part of the Schedule of Fees. The permit fee shall be in

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addition to, and not in lieu of, any fee, rent, license or franchise fee required to occupy or place facilities on or attached to the Town property, facilities or Right of Way.

Section 24-~~53.61~~ Safety Requirements

A.e. Prevention of failures and accidents. Any Person who places facilities or utilities in the Right of Way shall at all times employ ordinary and reasonable care and install and maintain in use industry standard technology for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public.

B.b. Compliance with fire safety and FCC regulations. All facilities, wires, cables, fixtures, and other equipment shall be installed and maintained in substantial compliance with the requirements of the National Electric Code, all FCC, state, and local regulations, and in such manner that will not interfere with the use of other property.

C.e. Changes in state or federal standards and regulations. If state or federal standards and regulations are amended, the owners of the facilities or utilities governed by this chapter shall bring any facilities and/or utilities into compliance with the revised standards and regulations within six months of the effective date of the standards and regulations, unless a different compliance schedule is mandated by the regulating agency. Failure to bring the facilities or utilities into compliance with any revised standards and regulations shall constitute grounds for removal at the owner's expense.

D.e. Indemnification. Any Operator who owns or operates facilities or utilities in the public road, public right-of-way or public utility easement shall indemnify, protect, defend, and hold the Town and its elected officials, officers, employees, agents, and volunteers harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees to include reasonable attorney fees and costs of defense, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury or death, property damage or other harm for which recovery of damages is sought, to the extent that it is caused by the negligence of the Operator who owns or operates facilities or utilities in the public road, public right-of-way or public utility easement, any agent, officer, director, representative, employee, affiliate, or subcontractor of the Operator, or their respective officers, agents, employees, directors, or representatives while installing, repairing, or maintaining facilities or utilities in the public road, public right-of-way or public utility easement.

E.e. Surety bond or equivalent financial tool for cost of removal. All owners must procure and provide to the Town a bond, or must provide proof of an equivalent financial mechanism, to ensure compliance with all provisions of this Chapter in an amount as set by the Town Engineer. The bond must be maintained for as long as the owner has facilities or utilities in the public road, public right-of-way or public utility easement. The bond or equivalent financial method must specifically cover the cost of removal of unused or Abandoned facilities or utilities or damage to Town property caused by an Operator or its agent of each facility or utility in case the Town has to remove or pay for its removal. Two acceptable alternatives to a bond include a cash deposit and a letter of credit.

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Ff. Generally Applicable Health and Safety Regulations. All facilities or utilities in the public road, public right-of-way or public utility easement shall be designed, constructed, operated and maintained in compliance with all generally applicable federal, state, and local health and safety regulations, including without limitation all applicable regulations for human exposure to RF emissions & Engineering.

Section 24-~~5462~~. Liability and Signal Interference

Aa. No Liability. The Town shall not be liable to the Operator by reason of inconvenience, annoyance or injury to the facilities or utilities whether ground or pole-mounted equipment or activities conducted by the Operator therefrom, arising from the necessity of repairing any portion of the Right of Way, or from the making of any necessary alteration or improvements, in or to, any portion of the Right of Way, or in, or to, the Town's fixtures, appurtenances or equipment.

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Bb. Signal Interference Prohibited. In the event that an Operator's facility or utility interferes with the public safety radio system, or the Town or State of Maryland's traffic signal system, then the Operator shall, at its cost, immediately cooperate with the Town to either rule out Operator as the interference source or eliminate the interference. Cooperation with the Town may include, but shall not be limited to, temporarily switching the transmission equipment on and off for testing.

Section 24-~~5563~~. Requirements for Removal, Replacement, Maintenance and Repair

Aa. Replacement of Municipal-Owned Wireless Support Structure.

(i)1. When necessary to accommodate a facility or utility, the Town may require, in response to an application, to Collocate a facility or utility on a Town-owned Wireless Support Structure, the replacement or modification of the Wireless Support Structure at the Operator's cost if the Town determines that replacement or modification is necessary for compliance with construction and safety standards. Such replacement or modification shall conform to these Design Manual. The Town may retain ownership of the replacement or modified Wireless Support Structure.

(ii)2. Accommodation of reservation of space for future public safety or transportation uses. If the Town has reserved space for future public safety or transportation uses on the Town-owned Wireless Support Structure, the replacement or modification must accommodate the future use.

Bb. Removal or Relocation Required for Town Project.

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(i)1. Operator shall remove and relocate the permitted facility, utility and/or Wireless Support Structure at the Operator's sole expense to accommodate construction of a public improvement project by the Town.

~~(ii)~~ If Operator fails to remove or relocate the facility, utility, and/or Wireless Support Structure or portion thereof as requested by the Town within 120 days of the Town's notice, then the Town shall be entitled to remove the facility, utility and/or Wireless Support Structure, or portion thereof at Operator's sole cost and expense, without further notice to Operator.

~~(iii)~~ Operator shall, within 30 days following issuance of invoice for the same, reimburse the Town for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the facility, utility and/or Wireless Support Structure, or portion thereof.

Ce. Removal Required by Town for Safety and Imminent Danger Reasons.

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~~(i)~~ Operator shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable facility, utility and/or Wireless Support Structure within the time frame and in the manner required by the Town if the Town reasonably determines that the disconnection, removal, or relocation of any part of a facility, utility and/or Wireless Support Structure (a) is necessary to protect the public health, safety, welfare, or Town property, or (b) Operator fails to obtain all applicable licenses, permits, and certifications required by law for its facility, utility and/or Wireless Support Structure.

~~(ii)~~ If the Town Engineer reasonably determines that there is imminent danger to the public, then the Town may immediately disconnect, remove, or relocate the applicable facility, utility and/or Wireless Support Structure at the Operator's sole cost and expense.

De. Removal/Abandonment of Facilities.

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~~(i)~~ Operator shall remove facilities, utilities and/or Wireless Support Structures when such facilities are Abandoned regardless of whether or not it receives notice from the Town. Unless the Town sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 60 days of the facility, utility and/or Wireless Support Structure being Abandoned, or within 60 days of receipt of written notice from the Town. When Operator abandons permanent structures in the Right of Way, the Operator shall notify the Town in writing of such abandonment and shall file with the Town the location and description of each facility, utility and/or Wireless Support Structure Abandoned. Prior to removal, Operator must make application to the Town and receive approval for such removal. Operator must obtain a right of way work permit for the removal. The Town may require the Operator to complete additional remedial measures necessary for public safety and the integrity of the public road, public right-of-way or public utility easement.

~~(ii)~~ The Town may, at its option, allow a Wireless Support Structure to remain in the Right of Way and coordinate with the owner to transfer ownership of such

Wireless Support Structure to the Town, instead of requiring the owner and/or Operator to remove such Wireless Support Structure.

- (iii)3. Restoration. Operator shall repair any damage to the Right of Way, any facilities located within the Right of Way, and/or the property of any third party resulting from Operator's removal or relocation activities (or any other of Operator's activities hereunder) within ten (10) calendar days following the date of such removal or relocation, at Operator's sole cost and expense. Restoration of the Right of Way and such property must be to substantially the same condition as it was immediately before the date Operator was granted a permit for the applicable location, or did the work at such location (even if Operator did not first obtain a permit). This includes restoration or replacement of any damaged trees, shrubs, or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the Town.

Section 24-~~566~~4. Penalty

Aa. For failure to comply with any provision of this Chapter or the Design Manual, the penalty shall be a municipal infraction punishable by fines as provided in Section 1-8B of the Town Code.

Bb. In addition to the municipal infraction provided in (a), the Town may also pursue the remedies of revocation of the permit or specific performance of the violated provision.

Ce. The Town Engineer may excuse violations of this Chapter for reasons of Force Majeure.

Dd. For purposes of this section, "Force Majeure" means a strike, acts of God, acts of public enemies, orders of any kind of a government of the United States of America or of the State of Maryland or any of their departments, agencies, or political subdivisions; riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, storms, floods, civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of the Permittee, but only to the extent the disabled party notifies the other party as soon as practicable regarding such Force Majeure and then for only so long as and to the extent that, the Force Majeure prevents compliance or causes non-compliance with the provisions hereof.

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CHAPTER 25 SUBDIVISIONS

No proposed amendments at this time. Regularly updated.

CHAPTER 26 – TAXATION

Article I. In General

§26-1. Authority and Basis.

§26-2. Notice of Tax Levy.

§26-3. Tax Rate.

§26-4. Payment; Penalties; Discounts; Errors.

§26-5 Tax Lien; Collection.

§26-6. Collection of Municipal Charges.

§26-7. Exemptions and Credits.

§26-8. Records of Property Valuations.

§26-9. General Supervisory Authority of the Mayor.

~~Taxable property:~~

~~§26-2. Duty of town clerk to assess property.~~

~~§26-3. Furnishing information concerning property to be assessed.~~

~~§26-4. Board of Assessors—Appointment; compensation.~~

~~§26-6. Same—Duties generally.~~

~~§26-7. Same—Meetings.~~

~~§26-8. Same—Vacancies filled.~~

~~§26-9. General supervisory power of mayor.~~

~~Article II. Real Property:~~

~~§26-10. Uniform method of valuations of real property.~~

~~§26-11. Duty of town clerk to prepare return of property valuations.~~

~~§26-12. Records of property valuation; contents.~~

~~§26-13. Notice and hearing by board of assessors; power to correct and adjust valuations.~~

~~§26-14. Power of council to revise and review valuations and assessments.~~

~~§26-15. Appeal.~~

~~Article III. Motor vehicle assessment:~~

~~§26-16. Motor vehicle assessment.~~

~~§26-17. Method of assessment.~~

~~§26-18. Annual revision of motor vehicle assessments.~~

~~§26-19. Duty of town clerk to prepare return of motor vehicle valuations.~~

~~§26-20. Board of Assessors to hear protests.~~

~~§26-21. Appeal.~~

Article IV. Off-street parking tax district.

§26-22. Parking tax district no. 1.

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Article I. In General

Section 26-1. Authority and Basis.

A. Pursuant to the laws of the State of Maryland and the Charter of the Town of Easton, the Town shall levy and collect municipal property taxes on all real property and tangible personal property located within the corporate limits of the Town that is subject to taxation under State law.

B. The taxable basis for Town property taxes, for purposes of levying Town taxes, shall be the same as that used by the Maryland Department of Assessments and Taxation for Talbot County for State and County property taxes.

C. Taxes levied upon assessments made by the Maryland Department of Assessments and Taxation shall be due and payable as provided by the laws of the State of Maryland.

Section 26-2. Notice of Tax Levy.

Upon adoption of the annual tax rates, the Town Clerk shall give notice thereof by advertisement published in a newspaper of general circulation in the Town of Easton. Such notice shall state the applicable tax rates, any discounts allowed, the date from which taxes bear interest, and shall warn taxpayers of their liability to be published as delinquent and to have their property sold if taxes are not paid as required by law.

The Finance Officer shall promptly prepare and mail a tax bill to each taxpayer. Such bill shall include a similar notice and shall be mailed on or about July 1st of each year for real property taxes, and within thirty (30) days after notification from the Maryland Department of Assessments and Taxation for personal property taxes, to the address on file with the State Department of Assessments and Taxation or such other address as may be known to the Town.

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Section 26-3. Tax Rate.

A. The Town Council shall, by ordinance adopted annually, set the real and personal property tax rates, expressed in dollars per \$100 of assessed value, for the upcoming taxable year, prior to July 1st of each year.

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B. If the Town intends to increase a property tax rate above the rate in effect for the current taxable year, public notice shall be provided and a public hearing shall be held in accordance with applicable State law prior to adoption.

Section 26-4. Payment; Penalties; Discounts; Errors

A. Property taxes shall be due and payable on the dates established by Ordinance of the Town Council.

B. Discounts for early payment and penalties for late payment shall be established by Resolution of the Town Council.

C. Every reasonable effort shall be made to accurately value and describe all property and other charges assessed. Upon notification of an error by a property owner, the Finance Officer shall review the matter and, if appropriate, issue a corrected tax bill. The Town shall not make adjustments for prior-year corrections beyond the current tax year and the two (2) immediately preceding tax years.

Section 26-5. Tax Lien; Collection.

A. Any valid Town property tax shall constitute a lien on the property until paid and may be collected in the manner provided by State law governing Maryland municipal property taxes.

B. A list of all properties on which Town taxes are in arrears, as provided by the Town Charter, shall be delivered by the Finance Officer to the Talbot County official responsible for the sale of tax-delinquent property on the first Monday in February of each year.

C. All properties so listed may, if necessary, be sold for taxes by the Talbot County official or by the Finance Officer in the manner prescribed by State law.

Section 26-6. Collection of Municipal Charges.

The Finance Officer may add to any municipal tax bills issued by or on behalf of the Town of Easton, in addition to real estate taxes, any amounts due to the Town of Easton for abating any violation of the Town Code and/or fines levied by any court for any violation of Town Code and/or any other charges against the owners of real property within the Town of Easton to the extent that such charges are identified with or related to such real property. This power is supplemental to and not in limitation of any other authority the Town may have under State municipal law for the collection of such charges.

Section 26-7. Exemptions and Credits.

The Town Council may grant such exemptions from taxation and/or tax credits as may be authorized by State law.

Section 26-8. Records of Property Valuations.

A. The Town Clerk shall maintain accurate and complete records of property valuations and tax billings for each lot or parcel within the Town.

B. Such records shall include the name of the owner of record, the assessed valuation, and a description of the property or parcel.

Section 26-9. General Supervisory Authority of the Mayor.

The Mayor shall have general supervision over the administration of taxation within the Town of Easton and shall ensure that all provisions of this chapter are properly enforced.

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Section 26 1. Taxable property.

Taxes for the support of the government of the town shall be levied upon assessments made on all property within the corporate limits of the town subject to assessment of State and County taxes as provided in the Public General Laws of the State of Maryland. (Ordinance 314 aka D-25 effective 4/9/1930)

Section 26 2. Duty of town clerk to assess property.

For the purpose of municipal taxation, the town clerk shall make an assessment of all the property within the corporate limits of the town subject to assessment for State and County taxes. (Ordinance 314 aka D-25 effective 4/9/1930)

Section 26 3. Furnishing information concerning property to be assessed.

For the purpose of making an assessment of property in accordance with the provisions of this chapter, said assessor shall have the power to examine, under oath, any individual person and any corporate officer whom the assessor believes to have information or knowledge concerning the property to be assessed. (Ordinance 314 aka D-25 effective 4/9/1930)

Section 26 4. Board of Assessors—Appointment; compensation.

The mayor, by and with the advice and consent of the council, shall appoint two members of the council, who with the town clerk, shall constitute a board of assessors. Each member of the board shall receive such compensation as is determined by the town council. (Ordinance 314 aka D-25 effective 4/9/1930)

Section 26 6. Same—Duties generally.

It shall be the duty of the board of assessors to:

- (a) review and revise the assessments made by the town clerk;
- (b) hear and determine all protests filed to the assessments made by the town clerk;
- (c) assess all property which may have been omitted by the town clerk; and
- (d) to strike from said assessment list any property which may have been erroneously or improperly assessed by the town clerk.

(Ordinance 314 aka D-25 effective 4/9/1930)

Section 26 7. Same—Meetings.

The board of assessors shall, on and after April 21 of each year, meet at the council room in the town every evening up to and including May 1 of each year, except Sunday of each week, and said meeting shall be from 7:00 P.M. to 9:30 P.M., and said board shall hold such other meetings from May 2 to May 7, both dates inclusive, as they may deem necessary and advisable. The town clerk shall act as clerk to said board of assessors and shall keep all the records of said board. (Ordinance 314 aka D-25 effective 4/9/1930)

Section 26 8. Same – Vacancies filled.

The mayor is empowered and directed to fill any vacancy in the board of assessors until the council shall be convened to confirm any nomination to fill such vacancy. (Ordinance 314 aka D-25 effective 4/9/1930)

Section 26 9. General supervisory power of mayor.

The mayor shall have general supervision over the assessments referred to herein, and he shall see that all of the provisions of this chapter are enforced. (Ordinance 314 aka D-25 effective 4/9/1930)

Article II. Real Property

Section 26 10. Uniform method of valuation of real property.

The town clerk shall adopt uniform methods for the expression of opinion or judgment as to land and building valuation, and uniform rules for computation, so far as may be possible; and shall establish and maintain a permanent public record of the factors of valuation for each lot or parcel of land and factors of valuation and depreciation, if any, for each building or other improvement upon land, and of the total valuation of each lot or parcel of land, and the building or buildings thereon. Such analysis of the separate elements of real estate valuation shall be installed, and shall be continued as the permanent practice of the assessor, in order to establish uniformity in the methods of valuation of all real properties in compliance with, and fulfillment of, applicable laws relating to assessment of real estate for taxation. (Ordinance 314 aka D-25 effective 4/9/1930)

Section 26 11. Duty of town clerk to prepare return of property valuations.

The town clerk shall prepare, and have verified by oath or affirmation, a return setting forth the names of owners to whom property has been valued of the property valued to each owner, described as fully as may be requisite and the value thereof. Said return shall include and specify or designate all property which is claimed to be exempt, together with its valuation. Said returns shall be completed and filed in the office of the town clerk not later than April 15 of each year. (Ordinance 314 aka D-25 effective 4/9/1930)

Section 26 12. Records of property valuation; contents.

(a) The town clerk, under the direction of the board of assessors, shall enter and keep in such record or records as may be provided for that purpose, an accurate and fair account of all the properties which shall have been valued as hereinbefore provided. The said records shall show the name of each owner of property set down in alphabetical order. If the name of any owner is unknown, the property valued to such person shall be valued as belonging to a person unknown. After the name of each owner so set down, the property valued to such owners shall be set down, and the value thereof, as valued, shall be extended opposite to each item of property, and in describing any lot or parcel of ground said lot shall be described as nearly as practicable by its number of front feet and its depth in feet; and the improvements thereon shall be valued separately.

(b) The books, records and papers in possession of the board of assessors shall be turned over to the council on or before the 14th day of May of each year.

(Ordinance 314 aka D-25 effective 4/9/1930)

Section 26-13. Notice and hearing by board of assessors; power to correct and adjust valuations.

(a) It shall be the duty of the board of assessors to give at least one week's notice, by advertisement in some newspaper published in the town prior to the 21st day of April of each year and by notice set up at the court house door, of the time and place of meetings at which said board of assessors shall be in session to consider the returns made and filed by the town clerk, as provided in this chapter, and to hear and determine the protest of any person or owner who may deem himself aggrieved by any valuation of property made by said town clerk. A majority of said board shall constitute a quorum and be competent to perform all duties of said board, and said board shall inform all persons or owners who may apply to them as to the property assessed to such respective persons or owners and the amount at which said property shall be so valued.

(b) Said board shall have power to examine upon oath or affirmation any person making any complaint or protest from any valuation returned to the board touching the particular value of any property so valued, or touching any property belonging to said person or owner, whether the same had been valued, to such owner or not; and may, upon due examination or upon their own knowledge, abate, lessen or increase the valuation so made in said returns. It may value to the owners thereof property which has been omitted to be so valued by the town clerk. Said board is hereby directed and required to examine carefully the several certificates, statements, and returns or valuations of property claimed to be exempted from assessments made by the town clerk, and to correct said returns of assessable property made to them as aforesaid, carefully, by striking there from all property omitted in said returns which ought to have been included therein.

(c) This board shall have power to correct any valuation or assessment returned to them, whether any complaint or protest in relation thereto has been made or not; and shall have the power to increase any valuation so returned to them in every case in which they shall deem it proper to make due increase; provided, however, that no such increase shall be made unless the person or persons returned, as owner or owners of said property, shall have been given at least five (5) days' notice of the intention to make such increase and directed in said notice to appear before said board and show cause, if any, why such increase should not be made; and the same process shall be served upon the reputed owner, or agent in possession of said property, in every case in which the board of assessors shall value any property which has been omitted to be so valued by the town clerk.

(Ordinance 314 aka D-25 effective 4/9/1930)

Section 26-14. Power of council to revise and review valuations and assessments.

The council is authorized and empowered to annually revise valuations and assessments of property in the town. The said council shall have power to increase or lower assessments of real

or personal property, and to value and assess any real or personal property omitted from assessment; provided no increase in valuation shall be made, nor shall any property be newly assessed, until at least five days' notice of such intention shall have been given to the owner, agent, or person in possession of such property. (Ordinance 314 aka D-25 effective 4/9/1930)

Section 26-15. Appeal.

The owner of property, or other person to whom any property may be valued and assessed, who shall deny his ownership in such property, or shall claim that such property is exempt from valuation and assessment, or shall protest the amount at which his property is assessed, or any person acting on behalf of such owner or person, may file with the town clerk an appeal from the action of the board of assessors to the board of transfers and abatements provided by Sec. 74 of Chapter 458 of the Acts of Assembly of 1906 and amendments thereto, at any time within fifteen days after the return is made by said board of assessors to the council, and may appeal from the decisions of said board of transfers and abatements to the Circuit Court for Talbot County and the Court of Appeals of Maryland, as provided by said Chapter 458 of the Acts of 1906 and amendments thereto. (Ordinance 314 aka D-25 effective 4/9/1930)

Article III. Motor Vehicles

Section 26-16. Motor vehicle assessment.

The town clerk and board of assessors shall assess all motor vehicles subject to taxation in the town. (Ordinance 316 aka D-26 effective 5/28/1930)

Section 26-17. Method of assessment.

Motor vehicles shall be assessed as follows: All of said motor vehicles of the model of the current year shall be assessed at 65% of the standard local price of the particular make of motor vehicle. All models of the preceding year shall be assessed at 45% of said cost price; those of two (2) years previous at 30%; those of three (3) years previous at 20%; those of four (4) years previous at 10%, provided that no motor vehicle shall be assessed at an amount less than the sum of \$100.00. (Ordinance 316 aka D-26 effective 5/28/1930)

Section 26-18. Annual revision of motor vehicle assessments.

The town clerk shall annually revise the assessments of motor vehicles, allowing for depreciation in accordance with the scale provided in section 26-17 of this article. (Ordinance 316 aka D-26 effective 5/28/1930)

Section 26-19. Duty of town clerk to prepare return of motor vehicle valuations.

The town clerk shall prepare and have verified by oath or affirmation a return setting forth the names of owners to whom motor vehicles have been valued, and of the number, model and make valued to each owner and the value thereof. Said returns shall be completed and filed in the office of the town clerk not later than May 31 of each year. (Ordinance 316 aka D-26 effective 5/28/1930)

Section 26-20. Board of Assessors to hear protests.

The board of assessors shall hold a special session on May 31 of each year, between the hours of 7:00 and 9:30 o'clock P.M., to consider the returns made and filed by the town clerk, as provided

in this article and to hear and determine the protest of any person or owner who may deem himself aggrieved by any valuation made. (Ordinance 316 aka D-26 effective 5/28/1930)

Section 26-21. Appeal.

Any person to whom any motor vehicle is assessed may appeal from the action of the board to the last session of said board of transfers and abatements to the Circuit Court for Talbot County and the Court of Appeals of Maryland, as provided by Chapter 458 of the Acts of 1906 and amendments thereto. (Ordinance 316 aka D-26 effective 5/28/1930)

Article IV. Off-street parking tax district

Section 26-22. Parking tax district no. 1.

Section 1. That the following described area located within the corporate limits of the Town is hereby designated as a special assessment district, to be known as "Parking District No. 1", for the purpose of financing the cost of acquisition and development of off-street parking facilities. The boundaries of Parking Tax District No. 1 shall be as follows:

Beginning where the projection of Talbot Street intersects Washington Street.

- Thence: (1) northwardly, with Washington Street, to the rear lines of those lots fronting on the southerly side of Port Street;
- Thence: (2) westwardly, with the rear lines of those lots fronting on the southerly side of Port Street, to a point one hundred twenty five (125) feet west of the center line of West Street;
- Thence: (3) northwardly, parallel with West Street to Port Street;
- Thence: (4) northwardly, with the rear lines of those lots fronting on the westerly side of West Street, to Bay Street;
- Thence: (5) eastwardly, with Bay Street, to the center line of West Street;
- Thence: (6) northwardly, with the projection of the center line of West Street, to the rear lines of those lots fronting on Bay Street;
- Thence: (7) eastwardly, with the rear lines of those lots fronting on Bay Street, to Washington Street;
- Thence: (8) northwardly, with Washington Street, to Harrison Street;
- Thence: (9) eastwardly and southwardly, with Harrison Street, to Gravel Alley;
- Thence: (10) eastwardly, with Gravel Alley, to Turner's Lane;
- Thence: (11) southwardly, with Turner's Lane, to North Street;
- Thence: (12) eastwardly, with North Street, to Hanson Street;
- Thence: (13) southwardly, with Hanson Street, to the rear line of those lots fronting on the northerly side of Dover Street;
- Thence: (14) eastwardly, with the rear lines of those lots fronting on the northerly side of Dover Street, to the main tract of the former Delaware Railroad;
- Thence: (15) southwardly, with the main track of the former Delaware Railroad, to the rear lines of those lots fronting on the southerly side of Dover Road;
- Thence: (16) westwardly, with the rear lines of those lots fronting on the southerly sides of Dover Road and Dover Street, to Higgins Street;
- Thence: (17) southwardly, with Higgins Street, to South Lane;
- Thence: (18) westwardly, with South Lane, to Aurora Street;
- Thence: (19) southwardly, with Aurora Street, to Talbot Street;

~~Thence: (20) westwardly, with Talbot Street to the place of Beginning.~~

~~Where any portion of the boundary of Parking Tax District Number 1 is described as running with the boundary lines of any lot fronting on a public street, the boundary of as the same exists on March 30, 1990 and any subsequent change in the boundaries of any such lot shall not effect a change in the boundaries of the District without further legislative action of the Town Council.~~

~~(Ordinance 175 effective 5/10/1990, historical reference 87, 119)~~

CHAPTER 27 – WATER AND UTILITIES

Chapter 27 Water and Utilities

§ 27-1. Water, Gas and Sewer Main and Lateral Installation

Upon a request for extension of the water and sewer system and following payment of all the estimated costs of the requested extension with the Easton Utilities Commission, said Commission shall arrange to have the requested extension constructed. (Ordinance 515 aka B-69 effective 2/21/1966, historical reference 14, 475 aka B-49)

CHAPTER 28 – ZONING

No amendments proposed at this time. Regularly updated.

CHAPTER 29 – DEVELOPMENT IMPACT FEES

- §29.1 Definitions
- §29.2. Purpose of Article.
- §29.3. Effect on Provisions of the Town Code.
- §29.4. Applicability of Development Impact Fees.
- §29.5. Affordable Housing.
- §29.6. Annual Review and Adjustments.
- §29.7. Imposition and Enforcement of Development Impact Fees.
- §29.8. Calculation of Development Impact Fees Fee Schedule.
- §29.9. Development Impact Fee Credits.
- §29.10. Administration of Development Impact Fees.
- §29.11. Appropriation of Development Impact Fees.
- §29.12. Refund of Development Impact Fees.
- §29.13. Amount of Impact Fees.

SECTION 29.1. DEFINITIONS.

Unless otherwise defined in this section, words and terms shall have the meaning assigned to them in Article 28 (Zoning), Article 25, (Subdivision Regulations), and Article 6 (Building Code). In case of a conflict, any term in this Article shall have the meaning defined herein.

AFFORDABLE HOUSING means any residential dwelling unit that is sold for less than the Maximum Acquisition Cost.

AGRICULTURAL PURPOSES means the production, processing, or harvesting of crops, vegetation, or animals for human or animal consumption or use, and includes without limitation horticultural and floricultural wholesale operations, greenhouses, sod production, wholesale nurseries, viticulture (grape growing), orchards and aquaculture.

APPLICANT means an individual, corporation, or other legal entity that applies for a building permit or zoning certificate in the Town.

APPROPRIATION or **TO APPROPRIATE** means an action by the Town Council to identify specific public facilities for which development impact fee funds may be used. Appropriation shall include, but is not limited to:

- (1) Inclusion of a public facility in the adopted capital budget or Capital Improvement Plan ;
- (2) Execution of a contract or other legal encumbrance for construction of a public facility using impact fee funds in whole or in part; or,
- (3) Actual expenditure of impact fee funds through payments made from an impact fee account or subaccount.

BUILDING PERMIT means a permit or other final approval required as a condition precedent to the construction, extension, conversion, alteration, or reconstruction of a structure required under Article 6 (Building Code) and Article 28 (Zoning).

CAPITAL BUDGET means the budget adopted by the Town Council from time to time, for the purpose of identifying and financing needed capital improvements.

CAPITAL IMPROVEMENTS means land acquisition, site development, site related improvements, purchase of equipment, or construction of structures necessary for the expansion or construction of public facilities serving the Town and its residents, including all related costs.

CAPITAL IMPROVEMENT PLAN means the schedule of capital improvements to be undertaken by the Town as determined from time to time by the Town Council or as set forth in the capital budget.

COMMERCIAL USE means any development for commercial or recreational/entertainment use of a site as defined in Chapter 28 (Zoning).

CREDIT AGREEMENT means an agreement made pursuant to this Article, which provides for a credit of certain required development impact fees in exchange for the provision of dedicated lands or the construction of facilities that are consistent with, add to, or complement the Town's Capital Improvement Plan.

DEPARTMENT means the Town's Department of Planning & Zoning and/or Department of Permits & Inspections.

DEVELOPMENT IMPACT FEE or **IMPACT FEE** means a fee levied pursuant to this Article as a condition of issuance of a building permit or zoning certificate, and which is intended to fund capital improvements and public facilities in the Town needed to serve new growth and development activity in the Town.

DWELLING UNIT -- means one or more rooms physically arranged so as to create an independent housekeeping establishment for occupancy by one family with separate toilets and facilities for cooking and sleeping.

FAMILY -- means an individual, or two or more persons related by blood or marriage, or a group of not more than three persons not related by blood or marriage, living together as a single housekeeping group in a dwelling unit.

FINANCE OFFICER means the Easton Town Clerk.

FLOOR AREA means the total horizontal area in square feet of all floors within the exterior walls of the building, including habitable or usable garage, basement, attic, or similar spaces, but not including vent shafts, unroofed inner courts, or unusable areas below ground or in attics.

INDUSTRIAL USE means any development for industrial use of a site as defined or described in Chapter 28 (Zoning).

INSTITUTIONAL USE means any development for institutional use of a site as defined in Chapter 28 (Zoning).

MAXIMUM ACQUISITION COST is the highest purchase price for a residential dwelling unit at which residents of Town remain eligible to participate in the "Maryland Mortgage Program" as established from time to time by the Maryland Department of Housing and Community Development, Community Development Administration (CDA).

MIXED USE DEVELOPMENT means a new development consisting of both residential and non residential uses and structures, or one or more different types of non residential uses or structures, either on the same site or part of the same new development.

NEW DEVELOPMENT means any development or development activity for which a building permit or zoning certificate is issued after the effective date of this Article, and which either increases the number of dwelling units or which increases total non residential floor area. Accessory and replacement residential structures are excluded.

NON RESIDENTIAL DEVELOPMENT means any development for commercial, industrial, or institutional use.

OWNER OCCUPIED AFFORDABLE HOUSING means a residential dwelling unit that has been granted an affordable housing deferral that is occupied by the owner as the owner's primary residence for at least seven (7) months of each calendar year.

PERMIT OFFICIAL means the Town Planner and Codes Administrator.

PLANNING OFFICER means the Town Planner ~~and Codes Administrator.~~

PUBLIC FACILITIES means public works, improvements, and facilities, including government facilities, bridges, streets and roads, parks and recreational facilities, police and fire stations or substations and storm drainage facilities required in whole or in part to accommodate new construction or development.

PUBLIC FACILITIES EXPENDITURES means funds or resources appropriated or dedicated in connection with the planning, design, engineering, and construction of public facilities; planning, legal, appraisal, and other costs related to the acquisition of land, financing, and development costs, the costs of compliance with purchasing procedures and applicable administrative and legal requirements, and all other necessary or incidental costs to provide the public facility.

RATE the rate or rates used to calculate development impact fees for non residential new development set forth in Appendix "A."

RESIDENTIAL DEVELOPMENT means any new development for residential use.

RESIDENTIAL USE means existing or proposed dwelling units, including, but not limited to, single family, multi family, duplex, manufactured, or modular homes, and apartments, including second floor apartments.

SITE RELATED IMPROVEMENT means off site capital improvements or facilities made necessary by new development, including, but not limited to, hiking/ biking paths, sidewalks, roadway construction, upgrades or improvements, and traffic control devices or measures.

ZONING CERTIFICATE means a permit for the use or occupancy of a structure where a building permit is not required but the development of the structure will produce additional dwelling units or will increase non residential floor area.

(Ordinance 482 effective 5/17/2005)

SECTION 29.2. PURPOSE OF ARTICLE.

The purpose of this Article is to promote the health, safety, and general welfare of the residents of the Town by:

Establishing uniform procedures for the imposition, calculation, collection, expenditure, and administration of development impact fees imposed on new development;

Requiring all new residential and non residential development to contribute its fair and proportionate share towards the costs of capital improvements reasonably necessitated by such new development;

Providing a means of financing public facilities needed to accommodate new development in a safe and timely manner;

Ensuring that the new development paying development impact fees reasonably benefits from the appropriation of impact fees to fund public facilities provided to accommodate such new development;

Implementing the Town's Comprehensive Plan and capital budget by seeking to ensure that adequate public facilities are available in a timely and well planned manner; and,

Ensuring that all applicable legal standards and criteria are properly incorporated in these procedures.

(Ordinance 482 effective 5/17/2005)

29.3. EFFECT ON PROVISIONS OF THE TOWN CODE.

29.3.1. Construction.

This Article may not be construed to alter, amend, or modify any provision of Article 6 (Building Code), Article 25 (Subdivision Regulations), or Article 28 (Zoning) of this Code. The provisions of those Articles shall be operative and remain in full force and effect notwithstanding any

contrary provisions, definitions, or intentions that are or may be expressed or implied in this Article. The parts and sub parts of this Article are intended to be severable. If a court should determine by a valid and final judgment that any part of this ordinance, or the application thereof to any person or circumstance, is unconstitutional, illegal, or void for any reason, then, notwithstanding that determination, the remaining provisions hereof and the application thereof to all other persons and circumstances shall remain in full force and effect.

29.3.2. Compliance with other laws.

Payment of development impact fees shall not entitle the applicant to a building permit or zoning certificate unless all other applicable Federal, State, and Town statutes, ordinances, and regulations concerning land use, zoning, planning, adequate public facilities, forest conservation, critical area, sewage disposal, platting, subdivision, and other laws, requirements, standards, and conditions have been met, and all applicable permit requirements have been fulfilled. All of the foregoing prerequisites are independent of and in addition to the requirement for payment of a development impact fee.

29.3.3. Effect on land use and development regulations.

This Article, including the specific development impact fee ordinances for particular public facilities, shall not affect, in any manner, the permissible use of property, density or intensity of development, design and improvement standards, or other applicable standards or requirements of land development regulations of the Town.

(Ordinance 482 effective 5/17/2005)

SECTION 29.4. APPLICABILITY OF DEVELOPMENT IMPACT FEES.

29.4.1. Affected area.

This Article shall apply to all new development within the Town.

29.4.2. Type of development affected.

Except as specifically exempt by the provisions of this Article, this Article shall apply to all new development.

29.4.3. Types of development not affected.

No development impact fee shall be imposed upon:

- (1) development for which a building permit or zoning certificate has been issued prior to the effective date of this Article;
- (2) any new residential development that does not add a new dwelling unit; nor shall a development impact fee be imposed for alteration, expansion, or replacement of an existing dwelling unit where no additional dwelling unit is created;
- (3) the alteration or change of use of existing non-residential structures where there is no increase in the non-residential floor area and the use remains non-residential;

(4) developments that are the subject of a valid development rights and responsibilities agreement or other agreement to which the Town is a party that contains provisions in conflict with this Article, but only to the extent of the conflict or inconsistency;

(5) farm structures, defined as any building or structure used exclusively for agricultural purposes; and

(6) the development of public facilities by the State of Maryland, Talbot County, the Town, or the federal government.

(Ordinance 482 effective 5/17/2005)

SECTION 29.5. AFFORDABLE HOUSING.

29.5.1 Affordable housing reserve.

The Council shall, as part of the annual budget process, establish an affordable housing reserve in the general fund to be used to defer impact fees otherwise payable on development and construction of affordable housing. In any budget year, the total amount of impact fees deferred for affordable housing shall not exceed the affordable housing reserve.

29.5.2. Deferral of development impact fees.

Development impact fees shall be deferred on residential dwelling units that qualify as affordable housing under this Article, provided all of the following conditions are met.

(a) Funds are available in the affordable housing reserve;

(b) The record title holder files a written request for deferral before the issuance of a building permit;

(c) The record title holders, on behalf of themselves and subsequent purchasers, agree to pay the amount of any deferral in full, except for amounts that are forgiven pursuant to Section 29.5.4;

(d) The deferred development impact fee is paid when the residential dwelling unit is sold, transferred, or conveyed, except that the deferral may be continued and transferred to the initial purchaser if:

(1) the record title holder does not occupy or let the newly constructed residential dwelling unit prior to sale to the initial purchaser; and,

(2) the initial purchaser agrees to pay the deferred development impact fee in full, except for amounts that are forgiven pursuant to Section 29.5.4, when the residential dwelling unit is sold, transferred, or conveyed.

(e) The property owner shall execute an agreement in a form prepared by the Town Attorney to repay any balance due on deferred impact fees, which agreement shall be recorded at the property owner's expense in the Land Records of Talbot County.

29.5.3. Records of deferrals.

The Town shall maintain a record for the subject property containing:

- (1) the amount of deferral;
- (2) the tax map and parcel number; and,
- (3) the record title holder's and initial purchaser's name and address.

29.5.4. Forgiveness of deferrals.

Deferrals for owner occupied affordable housing shall be forgiven at the rate of 15% of the original amount per year, pro-rated for each portion of any 365 day period of occupancy.

29.5.5. Limitations of deferrals.

No more than ten percent (10%) of the budgeted affordable housing reserve may be granted to any single applicant in any fiscal year. No more than twenty percent (20%) of the units in any subdivision or any phase thereof shall qualify for deferral of impact fees under this Article.

29.5.6. Termination of deferrals.

Deferred impact fees for affordable housing terminate, and except to the extent that owner occupied affordable housing deferrals have been forgiven, deferred impact fees are due and payable immediately when the residential dwelling unit is sold, transferred, or conveyed.

29.5.7. Accounting for deferred amounts.

The Finance Officer shall transfer the amount of deferred impact fees from the general fund affordable housing reserve to the appropriate impact fee categories in accordance with the provisions of Section 29.10 of this Article. When deferred impact fees are collected under Section 29.5.6 above, the funds shall be deposited into the general fund.

29.5.8. Notification to Finance Office.

If the Permit Official determines that the proposed development qualifies for a public housing, a non profit housing exemption, or an affordable housing deferral, he or she shall:

- (1) Notify the Finance Officer of the total amount of the impact fee that would be imposed on the new development absent the exemption, deferral, or reduction;
- (2) That the exemption, deferral, or reduction has been approved;
- (3) The amount by which the development impact fee has been exempted, deferred, or reduced; and
- (4) That a funding source other than development impact fees or other development exactions shall be used to fund the appropriate development impact fee account in the amount exempted, deferred, or reduced.

29.5.9. Effect of deferral, or reduction.

If the Permit Official grants a deferral or reduction of development impact fees otherwise due, the Finance Officer shall transmit funds equal in amount to those deferred or reduced from a source other than impact fees into the appropriate development impact fee account no later than the beginning of the fiscal year following the calendar year in which the exemption or deferral was granted.

29.5.10. Administrative procedures and guidelines.

The Town Council, by resolution, may adopt administrative procedures and guidelines to implement the affordable housing impact fee deferral programs.

(Ordinance 482 effective 5/17/2005)

29.6. ANNUAL REVIEW AND ADJUSTMENTS.

29.6.1. Annual review.

On or before January 31, of each year after adoption of this Article, and prior to Town Council adoption of the Annual Budget and Capital Improvement Plan, the Mayor shall coordinate the preparation and submission of an annual report to the Town Council on the subject of Development Impact Fees.

29.6.2. Contents of annual report.

The annual report may include any or all of the following:

- (1) Recommendations for amendments, if appropriate, to these procedures or to specific ordinances adopting development impact fees for particular public facilities;
- (2) Proposed changes to the Town's Capital Improvement Plan, including the identification of additional public facility projects anticipated to be funded wholly or partially with development impact fees;
- (3) Proposed changes to development impact fee schedules as set forth in the ordinances imposing and setting development impact fees for particular public facilities;
- (4) Proposed changes to any development impact fee calculation methodology; and
- (5) Any other data, analysis, or recommendations as the Mayor may deem appropriate, or as the Town Council may request.

29.6.3. Annual inflation adjustment.

On July 1 of each year after adoption of this Article, the amount of any development impact fee shall be automatically adjusted to account for inflationary increases in the cost of providing public facilities utilizing the most recent 20 city annual national average data from the Engineering News Record Construction Cost Index. If this index is unavailable, the Town Engineer shall designate a substitute index. The adjustments shall apply to all permits issued on or after July 1 of each year. The Finance Officer shall make the automatic annual adjustment unless the Town Council has determined an alternate adjustment in their Annual Review.

29.6.4. Waiver of inflation adjustment.

Nothing herein shall prevent the Town Council from electing to retain existing development impact fees or from electing to waive the inflation adjustment for any given fiscal year. (Ordinance 482 effective 5/17/2005)

SECTION 29.7. IMPOSITION AND ENFORCEMENT OF DEVELOPMENT IMPACT FEES.

29.7.1. In general.

The Town shall not issue a building permit or zoning certificate for new development until the development impact fees required under this Article have been calculated and paid. The amount of the development impact fee is the amount of the fee in effect on the date of issuance of the building permit or zoning certificate.

29.7.2. Lien.

If new development is undertaken without payment of all applicable development impact fees, the development impact fees shall:

- (1) Be a lien against the site of development.
- (2) Be levied, collected, and enforced in the same manner as real property taxes imposed by the Town; and
- (3) Have the same priority and bear the same interest and penalties as real property taxes.

29.7.3. Payment.

If real property on which a development impact fee is due and unpaid is sold, in the absence of an agreement to the contrary between the contract seller and the contract purchaser, the seller shall pay the development impact fee prior to or at settlement.

29.7.4. Actions to recover.

If a development impact fee is not paid as required by this Article, the Town Attorney may institute an action to recover the fee and enjoin any further construction and all use of the property until the fee is paid. Any persons who fail to pay a development impact fee as required by this Article shall be responsible for payment of enforcement costs, including court costs, litigation expenses, and reasonable attorney's fees.

(Ordinance 482 effective 5/17/2005)

SECTION 29.8. CALCULATION OF DEVELOPMENT IMPACT FEES FEE SCHEDULE.

29.8.1 In general.

At the time of application for a building permit or zoning certificate, ~~the~~ the Permit Official shall calculate development impact fees and the applicant shall pay the same to the Town prior to the issuance of a building permit or zoning certificate.

29.8.2. Rate for mixed-use developments.

Impact fees due from a mixed use development shall be based upon the development impact fee for each public facility generated by each land use type in the mixed use development. The Permit Official shall determine the area, number of units, type of use, and other criteria necessary to calculate the development impact fee based on uses, sizes, and configuration shown on the building plans.

29.8.3. Rates for other uses.

For proposed new development for which no specific land use type is listed in this Article, the Permit Official shall apply the land use type as defined in the Institute of Traffic Engineers Trip Generation Manual (1997 ed.) that is most similar to the proposed new development in terms of impact on public facilities, based on the predominant characteristics of the proposed new development.

29.8.4. Calculation of fee.

Upon receipt of an application for a building permit or zoning certificate, the Permit Official shall determine the development impact fee based on the following standards:

- (a) Whether the proposed new development constitutes a residential or non residential use.
- (b) The specific type of residential or non residential development, if applicable;
- (c) If residential, the number of new dwelling units;
- (d) If non residential, the number of additional square feet of floor area (rounded up to the nearest square foot) and the proposed use; and,
- (e) The calculation of development impact fees due from a phased new development shall be based upon the development impact fees due for each specific land use within the phase of development for which building permits or zoning certificates are requested.
- (f) The calculation of development impact fees for non residential development shall utilize graduated rates for square feet of total floor area within each separate size classification shown on Appendix "A". For mixed use developments, total non residential floor area within each size and use category shall be aggregated for each phase of development. The total amount of non residential floor area from each phase of development shall be added, cumulatively, to determine the graduated rate(s) for successive phases.

After making these determinations, the Permit Official shall calculate the applicable development impact fee by multiplying the number of new dwelling units or new floor area, by the amount of the applicable development impact fee per unit of development, and incorporating any applicable credit made pursuant to Section 29.9. (Ordinance 482 effective 5/17/2005)

SECTION 29.9. DEVELOPMENT IMPACT FEE CREDITS

29.9.1. Applicability.

The Planning Officer shall grant a credit against any development impact fee imposed by this Article upon any new development where the applicant has negotiated and entered into a credit agreement with the Town to dedicate land or construct capital improvements that:

- (1) Are consistent with, add to, or complement the Town 's Capital Improvement Plan ;
- (2) Are funded by development impact fee revenue;
- (3) Are of the same category of public facility impacted by the proposed new development; and
- (4) Will be constructed or dedicated in accordance with a schedule set forth in the Capital Improvement Plan or credit agreement.
- (5) No credit shall exceed development impact fees imposed by this Article for the proposed new development.

29.9.2. Procedure.

The determination of the credit shall be undertaken through the submission of a proposed credit agreement to the Planning Officer, which shall include the following:

- (1) A proposal to dedicate specific capital assets or to construct specific capital improvements that will be dedicated or constructed in lieu of the required development impact fee, and the time by which the capital assets will be dedicated or the capital improvements will be constructed; and
- (2) The fair market value of the assets to be dedicated, supported by independent appraisal(s), and the projected costs for the suggested capital improvements, which shall be based on local information for similar capital improvements, along with a construction timetable for the completion thereof. Such estimated costs shall include the cost of construction, labor and materials, lands, easements and rights, surveys, plans and specifications, engineering and legal services, and all other expenses necessary or incident to such construction.
- (3) The proposed plan and cost estimates shall be prepared by a person or persons qualified in the provision of the particular capital improvement, impact analysis, and economics.

29.9.3. Initial determination.

Within sixty (60) working days of the submission of the proposed credit agreement, the Planning Officer shall determine if the proposed agreement is complete. If it is determined that the proposed credit agreement is not complete, the Planning Officer shall send a written statement to the applicant outlining the deficiencies and no further action shall be taken until all deficiencies have been corrected.

29.9.4. Review by Town staff.

Once the Planning Officer determines the proposed credit agreement is complete, within sixty (60) working days, the Planning Officer shall recommend approval of the agreement if the Planning Officer, with concurrence of the Town Engineer, determines that the proposed capital

improvements are consistent with, add to, or complement the Town 's Capital Improvement Plan as it applies to the specific category of capital improvement, and the value of the assets to be dedicated or the construction costs of the suggested capital improvements equals or exceeds the amount of development impact fees otherwise payable. If, within this time period, the Planning Officer or the Town Engineer determine that either the suggested capital improvements are not consistent with, do not add to, or do not complement the Town 's Capital Improvement Plan , or that the proposed dedication, appraisal(s), construction costs, or schedule are not consistent with the requirements of this Article or are otherwise unacceptable, the Planning Officer, with the concurrence of the Town Engineer, shall propose changes to the agreement, construction, costs or schedule that are consistent with this Article and the Town 's Capital Improvement Plan .

29.9.5. Approval By Town Council.

If the Planning Officer, with the concurrence of the Town Engineer, recommends approval of the proposed credit agreement, or if the changes proposed by the Planning Officer with the concurrence of the Town Engineer are acceptable to the applicant, the credit agreement shall be prepared and forwarded to the Town Council for final review and consideration. The Town Council may approve, by resolution disapprove, or modify the proposed credit agreement, in whole or in part, and may make any decision or determination that, in its judgment, may be necessary or prudent to protect the public interest or promote the purposes of this Article.

29.9.6. Payment of fees after execution of credit agreement.

Upon execution of the credit agreement, the balance of development impact fees due, if any, shall be paid in accordance with this Article, and title to any land dedicated shall be conveyed to the Town pursuant to the credit agreement.

29.9.7. Conveyance of property.

If the credit agreement requires dedication of assets other than land, the applicant shall execute such deeds, leases, easements, and other instruments in a form satisfactory to the Town Attorney as may be necessary to convey the same to the Town for public purposes no later than the time the development impact fees would otherwise be due.

29.9.8. Timing of conveyance.

Any land awarded credit under this section shall be conveyed no later than the time at which development impact fees are required to be paid. The portion of the development impact fee represented by a credit for construction shall be deemed paid when the construction is completed and accepted by the Town for maintenance or when adequate security for the completion of the construction has been provided.

29.9.9. Bond and surety.

The credit agreement shall include a payment and performance bond, surety, or other acceptable assurance that the project will be completed as proposed and that all payments required to be made by the applicant will be paid in full and on time in accordance with the credit agreement and construction contract documents. The bond, surety, or other assurance shall be in a form and amount acceptable to the Town Engineer and Town Attorney.

(Ordinance 482 effective 5/17/2005)

SECTION 29.10. ADMINISTRATION OF DEVELOPMENT IMPACT FEES.

29.10.1. Collection.

The Permit Official shall collect all applicable development impact fees at or before the time of issuance of a Town or municipal building permit or zoning certificate unless:

- (1) The applicant is determined to be entitled to a full or partial credit, pursuant to Section 29.9 of this Article;
- (2) The applicant has been granted a deferral of the impact fee pursuant to Section 29.5;
- (4) The applicant has been determined to be not subject to the payment of a development impact fee; or
- (5) The applicant has filed an appeal and has posted with the Town a letter of credit or other surety acceptable to the Permit Official in the amount of the development impact fee, as calculated by the Permit Official, in a form approved by the Town Attorney.

29.10.2. Accounting for development impact fees.

The person required to pay development impact fees shall provide the Permit Official a statement of the amount of development impact fees required under this Article for each type of land use and each category of public facility.

29.10.3. Development impact fee accounts.

The Finance Officer shall establish a development impact fee account for each category of public facilities for which development impact fees are imposed. Such account shall clearly identify the category, account, or fund for which the development impact fee has been imposed. All development impact fees collected by the Town shall be deposited in the appropriate development impact fee account, which shall be interest bearing. All interest earned on funds deposited to such account shall be credited to and considered funds of the account. The funds of each such account shall be capable of being accounted for separately from all other Town funds, over time. The Finance Officer shall establish and implement necessary accounting controls to ensure that the development impact fee funds are properly deposited, accounted for, and appropriated in accordance with this Article, and any other applicable legal requirements.

(Ordinance 482 effective 5/17/2005)

SECTION 29.11. APPROPRIATION OF DEVELOPMENT IMPACT FEES.

29.11.1. In general.

Development impact fee funds may be appropriated for public facilities, for public facilities expenditures, and for the payment of principal, interest, and other financing costs on contracts, bonds, notes, or other obligations issued by or on behalf of the Town or other applicable governmental entities to finance such public facilities and public facility expenditures. All appropriations from development impact fee accounts shall be detailed in a budget adopted by the Town Council.

29.11.2. Restrictions on appropriations.

Development impact fees shall be appropriated only:

(1) For the particular category of public facilities for which they were imposed, calculated, and collected. Development impact fees shall not be appropriated for funding any expenditure that would be classified in an accounting as a maintenance or repair expense or for operational or personnel expenses associated with the provision of a public facility; and,

(2) Within six (6) years of the beginning of the fiscal year immediately succeeding the date of collection, unless the development impact fee funds will be appropriated in accordance with Section 29.11.3.

29.11.3. Appropriation of development impact fee funds beyond six (6) years of collection.

Notwithstanding Section 29.11.2, development impact fee funds may be appropriated beyond six (6) years from the beginning of the fiscal year immediately succeeding the date of collection if, prior to the expiration of that time period, the Council finds:

(1) The demand for the public facility is generated in whole or in part by the new development,

(2) The public facility will actually serve the new development, and

(a) The Capital Improvement Plan prepared by the Town for the particular category of public facility has used a longer time frame; or

(b) The public facility or capital improvement requires more than six (6) years to plan, design, fund and construct

(Ordinance 482 effective 5/17/2005)

SECTION 29.12. REFUND OF DEVELOPMENT IMPACT FEES.

29.12.1. Expiration or revocation of building permit or zoning certificate.

An applicant who has paid a development impact fee for a new development for which the necessary building permit or zoning certificate has expired or for which the building permit or zoning certificate has been revoked prior to construction shall be eligible to apply for a refund of development impact fees.

29.12.2 Failure of Town to use or appropriate development impact fee funds within time limit.

The current property owner may apply for a refund of development impact fees paid by an applicant if the Town has failed to use or appropriate the development impact fees collected from the applicant within the time limits established in Section 29.11.2 unless such funds are used or appropriated in accordance with Section 29.11.3 of this Article.

29.12.3. Abandonment of development after initiation of construction.

An applicant who has paid a development impact fee for a new development for which a building permit or zoning certificate has been issued and pursuant to which construction has been

initiated, but which construction is abandoned prior to completion and issuance of a certificate of occupancy, shall not be eligible for a refund unless the uncompleted building is completely demolished.

29.12.4. Administrative fee.

An administrative fee of 2%, not to exceed \$500, shall be deducted from the amount of any refund granted and shall be retained by the Town to defray the administrative expenses associated with the processing of a refund application.

29.12.5. Refund application procedures.

(1) Applications for a refund shall be made in writing and shall include specific amounts claimed from particular development impact fee categories and all other information required below.

(2) Upon receipt of a complete application for a refund, the Permit Official shall review the application and documentary evidence submitted by the Applicant as well as such other information as the Permit Official may request, and shall make a written determination whether a refund is due.

(3) Following an affirmative determination, the Permit Official shall notify the Finance Officer, who shall issue a refund from the appropriate development impact fee account. In calculating the amount of a refund, the Permit Official and Finance Officer shall not include any interest.

(4) Applications for refunds due to abandonment of a new development prior to completion or due to expiration or revocation of a building permit or zoning certificate shall be made within sixty (60) days following expiration or revocation of the building permit or zoning certificate. The applicant shall submit:

(a) Evidence of the amount of the development impact fees paid by public facilities category and receipts evidencing such payments; and

(b) Documentation evidencing the expiration or revocation of the building permit or zoning certificate prior to construction.

(c) Documentation evidencing compliance with the requirements of Section 29.12.3 of this Article, if applicable.

(5) Applications for refunds due to the failure of the Town to appropriate, expend, or encumber development impact fees within the time limits established in Section 29.7 of this Article shall be made by the current property owner(s) in writing and shall be made within one hundred eighty (180) days of the expiration of such time limit. If a portion of the impact fees collected have been appropriated, expended, or encumbered before the date of application, any refund to eligible property owners shall be distributed on a pro rata basis. The refund applicant shall submit:

(a) Evidence that the refund applicant is the property owner or the authorized agent of the property owner;

(b) The amount of the development impact fees paid by public facility category and receipts evidencing such payments; and

(c) Documentation of the Town 's failure to appropriate, expend, or encumber development impact fee funds for relevant public facilities within the time limits established in Section 29.11 of this Article.

29.12.6. Forfeiture of refund.

Failure to apply for a refund within the deadlines set forth in this section shall constitute a forfeiture of any fees available for refund to the property owner or applicant.

29.12.7. Method of refund payment.

The Town may, at its option, make refunds of development impact fees by direct payment, by offsetting such refunds against other development impact fees due from the applicant or property owner for the same category of public facilities for new development on the same property, or by other means subject to agreement with the applicant or property owner.

(Ordinance 482 effective 5/17/2005)

SECTION 29.13. AMOUNT OF IMPACT FEES.

Residential and non residential development impact fees shall be paid as required by this Article in the amounts set forth in the schedule attached as Exhibit "A". The Council may amend the schedule of fees from time to time by ordinance. (Ordinance 482 effective 5/17/2005)

CHAPTER 30 – CHAPTER 30: Adult Oriented Businesses

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Article II. License.

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§30-4. Issuance of License.

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§30-10. Transfer of license.

Article III. Miscellaneous Regulations applicable to Adult Oriented Businesses.

§30-11. Nudity and Partial Nudity Restricted.

§30-12. Certain Physical Contact Prohibited.

§30-13. Required Conditions of Operation for All Adult Oriented Businesses.

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§30-15. Hours of operation.

Article IV. Regulations pertaining to specific Adult Oriented Businesses.

§30-16. Viewing booths.

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Article V. Penalties and Severability.

§30-18. Penalties and enforcement.

§30-19. Severability.

Article I. In General.

Sec. 30-1. Definitions.

Unless otherwise defined in this chapter, words and terms shall have the meaning assigned to them in Chapter 28 (Zoning) and Chapter 14 (Licenses and Permits). In case of a conflict, any term in this Chapter shall have the meaning defined herein.

Adult book or video store - means an activity a principal purpose or use of which is the selling, renting, transferring, loaning, disseminating, or distributing or adult entertainment or material, including but not limited to, any book, magazine, newspaper, video, DVD, CD, or sound recording.

Adult cabaret - means any nightclub, bar, restaurant, or any other commercial establishment, regardless of whether alcoholic beverages are served, which features persons who appear nude or semi-nude.

Adult Oriented Business - means any business, operation, or activity, a significant amount of which consists of:

- (i) the conduct, promotion, delivery, provision, or performance of adult entertainment or material; including, but not limited to, that occurring in, at, or in connection with a cabaret, lounge, night club, modeling studio, bar restaurant, club or lodge, or other establishment; or
- (ii) the sale, provision, rental, or promotion of adult entertainment or material, in any format, form, or medium, including, but not limited to, books, magazines, videos, DVDs, CDs, movies, photographs, and/or coin operated or pay-per-view viewing devices, including, but not limited to, the operation of an adult book or video store or viewing booth.

Adult entertainment or material - means any performance or depiction or text that is intended to cause or provide, or which reasonably may be expected to cause or provide, sexual stimulation, sexual excitement, or sexual gratification; and

- (i) in which an individual or individuals appear in a state of nudity or partial nudity; or
- (ii) that consists, in whole or in part, of action, activity, poses, portrayal, depiction, or description of:

- (a) human genitalia in a discernable state of sexual stimulation or arousal; or
- (b) any act, whether real or simulated, of masturbation, sexual intercourse, anal intercourse, sodomy, fellatio, cunnilingus, fondling of the buttocks, anus, female breasts, pubic area, or genital area, sadomasochistic activity, physical contact or attempted contact with clothed or unclothed genitalia, pubic areas, buttocks, anus, or female breasts; or
- (iii) consists of contact with animals or inanimate objects.

Influential interest – means having an ownership interest of 10% or more, or being part of a control or management group.

Nudity - means:

- (i) the showing of the human male or female genitalia, pubic area, or buttocks with less than fully opaque covering;
- (ii) the showing of the female breast with less than a fully opaque covering over any part below the top or uppermost part of the areola; or
- (iii) the depiction of covered male genitalia in a discernibly turgid or erect state.

Partial nudity - means a state of dress which reveals:

- (i) the human male or female buttocks; or
- (ii) the female breasts below the top or uppermost part of the areola, excluding portions of the human female cleavage exhibited by a dress, or other apparel, provided the areola is not exposed in whole or in part.

Adult book or video store - means an activity a principal purpose or use of which is the selling, renting, transferring, loaning, disseminating, or distributing of adult entertainment or material, including but not limited to, any book, magazine, newspaper, video, DVD, CD, or sound recording.

Sadomasochistic activity - means

- (i) flagellation or torture, whether real or simulated, by or upon an individual;
- (ii) the condition of being, or causing oneself or another to be, fettered, bound, or otherwise physically restrained.

Significant amount - means

- (i) at least 10% of the stock in the establishment or on display consists of adult entertainment material or houses or contains devices depicting, describing, or relating to adult entertainment or material; or
- (ii) at least 10% of the usable floor area is used for the display or storage of adult entertainment or material or houses or contains devices depicting, describing, or relating to adult entertainment or material; or
- (iii) at least 10% of the gross revenue is, or may reasonably be expected to be, derived from the provision of adult entertainment or material; or
- (iv) any provision of live adult entertainment or material.

Specified Anatomical Areas - means human genitals, anus, cleft of the buttocks, or the female breast.

Specified Criminal Activity - means any of the following specified crimes for which there has been a conviction, guilty plea, plea of nolo contendere or probation before judgment:

- (i) rape or sex offenses of any degree and all other sexual crimes specified in Maryland Annotated Code, Criminal Law, § 3-301, *et. seq.* as may from time to time be amended;
- (ii) prostitution and all related crimes as specified in Maryland Annotated Code, Criminal Law, § 11-301, *et. seq.* as may from time to time be amended;
- (iii) offenses regarding adult sexual displays and all related crimes as specified in Maryland Annotated Code, Criminal Law, § 11-101, *et. seq.* as may from time to time be amended;
- (iv) offenses relating to obscene matters or materials and all related crimes as specified in Maryland Annotated Code, Criminal Law, § 11-201, *et. seq.* as may from time to time be amended;
- (v) child abuse and all related crimes as specified in Maryland Annotated Code, Criminal Law, § 3-601, *et. seq.* as may from time to time be amended;
- (vi) controlled dangerous substance offenses as specified in Maryland Annotated Code, Criminal Law, § 5-401, *et. seq.* as may from time to time be amended; or
- (vii) any offense committed in another jurisdiction that, had the predicate acts been committed in Maryland, would constitute any of the foregoing specified Maryland offenses.

Specified Sexual Activities - means any of the following:

- (i) Sex acts, normal or perverted, including intercourse, oral copulation, masturbation or sodomy; or
- (ii) Excretory functions as a part of or in connection with any of the activities described in subsection a. above.

Viewing booth - means a space or area in which a display device is located for purposes of viewing pictures, films, videotapes, or other images characterized by an emphasis on the display of specified sexual activities or specified anatomical areas.

Article II. License.

Sec. 30-2. License required.

It shall be unlawful for any person to operate an Adult Oriented Business in the Town of Easton without a valid Adult Oriented Business License.

Sec. 30-3. Application for License.

An applicant for an Adult Oriented Business License shall comply with the following:

A. An applicant for an Adult Oriented Business License shall file in person at the Town Manager's office a completed application made on a form provided by the Town. The application shall be signed by all persons required to sign under this Section and shall be notarized. An application shall be considered complete when it contains, for each person required to sign the application, the information and/or items required in subsections 1 through 7 below, accompanied by the appropriate fee identified herein:

- (1) The applicant's full true name and any other names used by the applicants in the preceding five (5) years.
- (2) Current business address or another mailing address of the applicant.
- (3) Written proof of age, in the form of a driver's license or a copy of a birth certificate accompanied by a picture identification document issued by a governmental agency.
- (4) The business name, location, legal description, mailing address and phone number of the Adult Oriented Business.
- (5) The name and business address of the statutory agent or other agent authorized to receive service of process.
- (6) A statement of whether an applicant has been convicted of or has pled guilty or nolo contendere to a specified criminal activity as defined in this ordinance, and if so, each specified criminal activity involved, including the date, place, and jurisdiction of each as well as the dates of conviction and release from confinement, where applicable.

- (7) A statement of whether any Adult Oriented Business in which an applicant has had an influential interest, has, in the previous five (5) years (and at a time during which the applicant had the influential interest):
 - (a) Been declared by a court of law to be a nuisance; or
 - (b) Been subject to a court order of closure.

B. The information provided pursuant to subsections A(1) through (7) of this subsection shall be supplemented in writing by certified mail, return receipt requested, to the Town Manager's office within ten (10) working days of a change of circumstances which would render the information originally submitted false or incomplete.

C. An application for an Adult Oriented Business License shall be accompanied by a legal description of the property where the business is located and a sketch or diagram showing the configuration of the premises, including a statement of total floor space occupied by the business. The sketch or diagram need not be professionally prepared but shall be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six (6) inches. Applicants who are required to comply with Sec. 30-16 and/or Sec. 30-17 of this Chapter shall submit a diagram indicating that the interior configuration meets the requirements of those sections.

D. If a person who wishes to operate an Adult Oriented Business is an individual, he shall sign the application for a license as applicant. If a person who wishes to operate an Adult Oriented Business is other than an individual, each person with an influential interest in the business shall sign the application for a license as applicant. Each applicant must meet the qualifications specified in Section 5 herein and each applicant shall be considered a licensee if a license is granted.

E. The information provided by an applicant in connection with an application for a license under this chapter shall be maintained by the Town Manager's office.

Sec. 30-4. Issuance of License.

Within twenty (20) days of the filing date of a completed Adult Oriented Business license application, the Town Manager shall issue a license to the applicant or issue to the applicant a letter of intent to deny the application. The Town Manager shall issue a license unless:

- A. An applicant is less than eighteen (18) years of age.
- B. An applicant has failed to provide information as required for issuance of a license or has falsely answered a question or request for information on the application form.
- C. The license application fee required by this Chapter has not been paid.

D. The Adult Oriented Business, as defined herein, is not in compliance with the interior configuration requirements of this chapter or is not in compliance with the zoning requirements of the Town Zoning Ordinance.

E. Any Adult Oriented Business in which the applicant has had an influential interest, has, in the previous five (5) years (and at a time during which the applicant had the influential interest):

- (1) been declared by a court of law to be a nuisance; or
- (2) been subject to an order of closure.

F. An applicant has been convicted of or pled guilty or nolo contendere to a specified criminal activity, as defined in this ordinance.

G. Less than twelve months have expired since a license issued to the licensee was revoked.

Sec. 30-5. License Fees.

The initial license and annual renewal fees for Adult Oriented Business licenses shall be as follows: Five Hundred dollars (\$500.00) for the initial fee for an Adult Oriented Business license and two hundred fifty dollars (\$250.00) for annual renewals.

Sec. 30-6. Inspection.

Adult Oriented Businesses shall permit the Town manager or his designee to inspect, from time to time on an occasional basis, the portions of the Adult Oriented Business premises where patrons are permitted, for the purpose of ensuring compliance with the specific regulations of this chapter, during those times when the Adult Oriented Business is occupied by patrons or is open to the public.

Sec. 30-7. Expiration of license.

A. Each license shall remain valid for a period of one calendar year from the date of issuance unless otherwise suspended or revoked. Such license may be renewed only by making application and payment of a fee as provided herein.

B. Application for renewal should be made pursuant to the procedures set forth herein at least ninety (90) days before the expiration date.

Sec. 30-8. Suspension and Revocation.

A. The Town may suspend or revoke a license if:

- (1) The applicant or licensee does not pay a fee required by this Chapter;
- (2) The premises of the Adult Oriented Business fails an inspection required by this Article;
- (3) The licensee or an employee of the licensee refuses to allow an inspection of the Adult Oriented Business as provided for by this Article.
- (4) The applicant or licensee fraudulently or deceptively obtains or attempts to obtain a license for the applicant or licensee or for another;

- (5) The applicant or licensee fraudulently or deceptively uses a license;
- (6) The applicant or licensee pleads guilty or nolo contendere with respect to, receives probation before judgment with respect to, or is convicted of a violation of:
 - (a) This Chapter, other than operating an Adult Oriented Business without a license; or
 - (b) Any specified criminal activity as defined herein.
- (7) In the 2 years before the suspension or revocation, the licensee, the licensee's spouse, or an individual with whom the licensee resides, pleaded guilty or nolo contendere with respect to, received probation before judgment with respect to, or was convicted of a violation of:
 - (a) This Chapter, other than operating an adult bookstore without a license; or
 - (b) Any specified criminal activity as defined herein.

B. In addition to the authority granted by Subsection A of this Section, the Town may suspend or revoke a license if:

- (1) A licensee or an employee of the Adult Oriented Business has knowingly allowed on the premises the possession, use, or sale of a controlled dangerous substance listed in Maryland Annotated Code, Criminal Law, § 5-401 *et. seq.*, as may be amended from time to time;
- (2) A licensee or an employee of the Adult Oriented Business has knowingly allowed prostitution on the premises;
- (3) A licensee or an employee of the Adult Oriented Business has knowingly allowed a sexual act on the premises;
- (4) A licensee or an employee of the licensee has knowingly operated the Adult Oriented Business when the license was suspended; or
- (5) In the preceding year 2 or more employees of the Adult Oriented Business have pleaded guilty or nolo contendere with respect to, received probation before judgment with respect to, or been convicted of a violation of any specified criminal activity as defined herein.

Sec. 30-9. Appeal.

A decision by the Town Manager to deny, suspend, or revoke a license may be appealed to a court of competent jurisdiction per the provisions providing for judicial review of administrative agency decisions found in Maryland Rule 7-201 *et. seq.*

Sec. 30-10. Transfer of license.

A licensee shall not transfer his or her license to another, nor shall a licensee operate an Adult Oriented Business under the authority of a license at any place other than the address designated in the Adult Oriented Business license application.

Article III. Miscellaneous Regulations applicable to all Adult Oriented Businesses.

Sec. 30-11. Nudity and Partial Nudity Restricted

- A. Other than during a performance in accordance with any provisions herein, it shall be unlawful for any person, including patrons and visitors, at or in any Adult Oriented Business to perform, work, dance, or appear in any state, condition, or appearance of nudity or partial nudity.
- B. When performing an artistic or expressive dance, performance, display, or exercise, an employee, agent, independent contractor, performer, dancer, or showperson at or in the employ of an Adult Oriented Business where such performances are customarily given, may appear, while performing, in a state or condition of partial nudity.

Sec. 30-12. Certain Physical Contact Prohibited

- A. It shall be unlawful for any person on, in, or about the interior or exterior of an Adult Oriented Business, while in any state, condition, or appearance of nudity or partial nudity, or while performing or engaging in an artistic or expressive dance, performance, display or exercise, to be, at any time, within a distance of six feet of any other person, whether or not such other person is an employee, agent, independent contractor, performer, dancer, or showperson at, or in the employ of, an Adult Oriented Business, or a customer, patron, or visitor of, at, or in any Adult Oriented Business. This prohibition includes, but is not limited to, any form of person-to-person touching or contact, whether directly by actual physical touching or indirectly by the employment of any item or device.
- B. It shall be unlawful for any person in, on, or about the interior or exterior of any Adult Oriented Business to touch, caress, fondle or stimulate, whether directly by actual physical touching or indirectly by the employment of any item or device, their own breasts, buttocks, anus, or genitals while in the view of any other person, or for purposes of sexual arousal, sexual stimulation, sexual excitement, or sexual gratification.
- C. It shall be unlawful for any person in, on, or about the interior or exterior of any Adult Oriented Business to participate in, or encourage or allow another to participate in, any specified sexual activity.
- D. It shall be unlawful for any person in, on, or about the interior or exterior of any Adult Oriented Business to expose or encourage or permit any person to expose the breasts, buttocks, anus, or genitals of another, including the person so encouraging or permitting, the person being encouraged or permitted, or any other person.

- E. It shall be unlawful for an owner or operator of an Adult Oriented Business to encourage, allow, or permit any person in, on, or about the interior or exterior of the Adult Oriented Business to commit or participate in any of the acts prohibited under this Section.

Sec. 30-13. Required Conditions of Operation for All Adult Oriented Businesses

- A. An Adult Oriented Business shall ensure that at least one employee is on duty at each management station required pursuant to this Chapter at any time any not-on-duty employee or any customer, patron, or visitor is within the premises of the Adult Oriented Business.
- B. An Adult Oriented Business shall ensure that all lighting required pursuant to this Chapter and/or the Zoning Ordinance is illuminated at any time any person other than an on-duty employee is within the premises.
- C. An Adult Oriented Business shall not allow or permit any condition or state to exist with respect to such business in violation of the requirements of this Chapter, the Zoning Ordinance, or of any other provision of this Code.
- D. An Adult Oriented Business:
 - (1) Shall have at least one management station in each building.
 - (2) Shall have an interior arranged or configured such that all areas of the interior of the building or structure open to the public (excluding restrooms) are visible by direct sight from a management station at all times and not visible merely by camera, mirror or other device.
 - (3) Shall be equipped with overhead or comparable lighting of sufficient intensity to light or illuminate all areas of the building or structure at an illumination of at least five footcandles measured at floor level.
 - (4) Shall have lighting illuminated in all places open or available to the public or any customer, patron, or visitor at any time any person other than an on-duty employee is in the building.

Sec. 30-14. Age restrictions.

- A. No person under the age of 18 years shall be permitted on the premises of an Adult Oriented Business.
- B. Mistake of age is not a defense to a violation of this section, unless the person under age 18 who was permitted on the premises exhibited to the operator or his agent or employee a draft

card, driver's license, birth record, or other official or apparently official document purporting to show that the person was eighteen years of age or over, and the person to whom that document was exhibited did not otherwise have reasonable cause to believe that the person seeking admittance was under eighteen years old.

Sec. 30-15. Hours of operation.

It shall be unlawful for an Adult Oriented Business to be open for business or for the licensee or any employee of a licensee to allow patrons upon the licensed premises between 10:00 p.m. on any day and 8:00 a.m. of the following day, and before 12:00 p.m. on Sunday.

Article IV. Regulations pertaining to specific Adult Oriented Businesses.

Sec. 30-16. Viewing booths.

A. A person who operates or causes to be operated a Adult Oriented Business that includes one or more viewing booths shall comply with the following requirements.

- (1) Each application for an Adult Oriented Business license shall contain a diagram of the premises showing the location of all operator's stations, viewing rooms, overhead lighting fixtures, video cameras and monitors installed for monitoring purposes and restrooms, and shall designate all portions of the premises in which patrons will not be permitted. Restrooms shall not contain video reproduction equipment. The diagram shall also designate the place at which the permit will be conspicuously posted, if granted. A professionally prepared diagram in the nature of an engineer's or architect's blueprint shall not be required; however, each diagram shall be oriented to the north or to some designated street or object and shall be drawn to a designated scale or with marked dimensions sufficient to show the various internal dimensions of all areas of the interior of the premises to an accuracy of plus or minus six inches. The Town Manager may waive the foregoing diagram for renewal applications if the applicant adopts a diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared.
- (2) It shall be the duty of the operator, and of any employees present on the premises, to ensure that no patron is permitted access to any area of the premises which has been designated in the application as an area in which patrons will not be permitted.
- (3) It shall be the duty of the operator to post conspicuous signs in well-lighted entry areas of the business stating all of the following:
 - (a) That the occupancy of viewing rooms is limited to one person.
 - (b) That sexual activity on the premises is prohibited.
 - (c) That the making of openings between viewing rooms is prohibited.

(d) That violators will be required to leave the premises.

(e) That violations of subparagraphs (b) and (c) of this paragraph are unlawful.

(4) It shall be the duty of the operator to enforce the regulations articulated in subsections 3(a) through 3(e) above.

(5) The interior of the premises shall be configured in such a manner that there is an unobstructed view from a operator's station of every area of the premises, including the interior of each viewing room but excluding restrooms, to which any patron is permitted access for any purpose. An operator's station shall not exceed thirty-two (32) square feet of floor area. If the premises has two (2) or more operator's stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose from at least one of the operator's stations. The view required in this paragraph must be by direct line of sight from the operator's station. It is the duty of the operator to ensure that at least one employee is on duty and situated in each operator's station at all times that any patron is on the premises. It shall be the duty of the operator, and it shall also be the duty of any employees present on the premises, to ensure that the view area specified in this paragraph remains unobstructed by any doors, curtains, walls, merchandise, display racks or other materials or enclosures at all times that any patron is present on the premises.

B. It shall be unlawful for a person having a duty under this section to knowingly fail to fulfill that duty. Viewing rooms shall not contain a door or curtains at the entrance to the room.

Sec. 30-17. Adult cabarets.

A. A person who operates or causes to be operated an adult cabaret shall comply with the following requirements:

(1) Each application for an Adult Oriented Business license to operate an adult cabaret shall contain a diagram of the premises showing the location of the bar, tables, booths, restrooms, private rooms, employee's station, video cameras and monitors installed for monitoring purposes and any private rooms on the premises. The diagram shall also designate all portions of the premises where patrons will not be permitted. Restrooms shall not contain video reproduction equipment. A professionally prepared diagram in the nature of and engineer's or architect's blueprint shall not be required; however, each diagram shall be oriented to the north or to some

designated street or object and shall be drawn to a designated scale or with marked dimensions sufficient to show the various internal dimensions of all areas of the interior of the premises to an accuracy of plus or minus six inches. The Town Manager may waive the foregoing diagram for renewal applications if the applicant adopts a diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared.

- (2) It shall be the duty of the operator, and of any employees present on the premises, to ensure that no patron is permitted access to any area of the premises which has been designated in the application as an area in which patrons will not be permitted.
- (3) It shall be unlawful for an operator to permit a patron to be in a private room unless an employee is available at the bar or an employee's station that provides unobstructed view of the private room. A "private room" for the purposes of this section is an area on the licensed premises enclosed by four walls intended to be used for dancing or any other conduct by and between a patron and an employee. The entrance to a private room shall be an opening that does not contain a door or curtains.
- (4) It shall be the duty of the operator, and of any employees present on the premises to ensure that no specified sexual activity occurs in or on the licensed premises.
- (5) It shall be the duty of the operator or the licensee to post conspicuous signs in well-lighted entry areas of the business stating:
 - (a) That sexual activity on the premises is prohibited and unlawful.
 - (b) That violators will be required to leave the premises.
- (6) It shall be the duty of the operator to enforce the regulations articulated in subsection (5) above.
- (7) The interior of the premises shall be configured in such a manner that there is an unobstructed view from bartender's station or any manned employee's station of the premises including the interior of each private room but excluding restrooms to which any patron is permitted access for any purpose. An employee's station shall not exceed thirty-two square feet of floor area. If the premises has two or more employee stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose from at least one of the operator's stations. The view required in this paragraph must be by direct line of sight from the employee's station at all times that any patron is on the premises. It shall be the duty of any employees present on the

premises, to ensure that the view area specified in this paragraph remains unobstructed by any doors, curtains, walls, merchandise, display racks or other materials or enclosures at all times that any patron is present on the premises.

- (8) Private rooms shall not contain a door or curtains at the entrance to the room.
- (9) A “private room” for the purposes of this section is an area on the licensed premises enclosed by four walls intended to be used for dancing or any other conduct by and between a patron and an employee. The entrance to a private room shall be an opening that does not contain a door or curtains.

B. It shall be unlawful for a person having a duty under this section to knowingly fail to fulfill that duty.

Article V. Penalties and Severability.

Sec. 30-18. Penalties and enforcement.

Violations of provisions of this Chapter shall be municipal infractions. Any person found guilty of violating a provision of this Chapter shall be subject to the fine set forth in Section 1-8 of this Code and shall also be subject to the remedial powers of the court as provided by State law.

Sec. 30-19. Severability.

If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance, which can be given effect without the invalid section, subsection, sentence, clause or phrase, and to that end, all provisions of this Ordinance are hereby declared to be severable.

CHAPTER 31 FOREST CONSERVATION

No proposed changes at this time. Regularly updated.

Town of Easton Council Meeting Summary

Date: May 18, 2026 **Location:** Easton Town Council Chambers, Easton Town Office, 14 S Harrison Street.

Attendees: Present were: Mayor Megan J.M. Cook, Town Manager Andy Kitzrow, Council President Don Abbatiello, Councilmembers Ms. Curry, Mr. Rankin, Dr. Montgomery, Rev. Davis, Town Attorney Sharon VanEmburch, Town Clerk Kathy Ruf, Chief of Police Alan Lowrey and Deputy Chief Greg Wright.

1. Opening and Administrative Business

- Opening Prayer and Pledge: Led by Dr. Montgomery.
- Approval of Previous Minutes:
 - Upon motion by Dr. Montgomery, seconded by Rev. Davis and carried unanimously, the minutes of the May 4, 2026 meeting were approved.

2. Items by Mayor Cook

A. Municipal Reports and Announcements

1. Grants Awarded & Town Projects

- New Grants:
 - *American Trails Capacity Program Grant* – Funds for trail traffic counters on the rail trail.
 - *Highway Safety Information Improvement Grant* – Funding rapid rectangular flashing beacons for mid-block crossings (targeted locations: YMCA, middle school, post office, Rise Up Coffee).
- Upcoming Workshop:
 - Complete Streets Workshop slated for Thursday at the fire hall; focus on street improvements and manual development (presentation by Mr. VanEmburch, Town Engineer, aiming for completion by July 1, 2026).
- Infrastructure Updates:
 - Sidewalk construction on target, with brief delays expected due to rain and upcoming holiday.
 - Efforts focused on the corners of Washington & Harrison and later Washington & Goldsboro, with subsequent work in Melton Park to extend the rail trail.
- Recognition:
 - Easton named one of “10 Small Towns Perfect for a Summer Trip” by Travel and Leisure magazine.

2. Cultural & Recreational Events

- Avalon Theatre Summer Street Concert Series:
 - Opening June 6, 2026, with “Saved By Zero” at 7pm, Harrison Street.
- Outdoor Movie Nights:
 - Series planned, including movies at John Ford Park and Spanish-language films for Hispanic Heritage Month.
- Softball Tournaments at North Easton Park:
 - June 13–14, 2026; All-Star tournament July 7–12, 2026.

3. Board Appointments

- Affordable Housing Board:
 - Upon motion by Rev. Davis, seconded by Ms. Curry and carried unanimously, Mr. Otis Sampson and Mr. Roy Cowdery were reappointed for three years.
- Easton Economic Development Corporation Board:
 - Upon motion by Mr. Rankin, seconded by Dr. Montgomery, Councilmember Curry was reappointed for one year.
- Talbot County Economic Development Commission:

- Upon motion by Ms. Curry, seconded by Mr. Rankin and carried unanimously, Dr. Montgomery was reappointed for three years.

B. Public Safety Update - Chief Lowrey's 1st Quarter Police Report

1. Law Enforcement Officer Memorial Day Recognition

- May 15 acknowledged as National Law Enforcement Officer Memorial Day.
- EPD Honor Guard participated in D.C. vigil, where 363 officer names (109 from 2020) were added to the memorial.
- The memorial now has 24,775 names.

2. EPD Staffing and Activities

- 5,631 calls for service/activities in Q1 2026.
- Staffing: Authorized at 48; currently 44 hired, but effective operational strength is 37 due to injuries, academy enrollment, and active deployments (3 injured, 2 deployed overseas, 1 scheduled to deploy).
- Impact: Operationally down nearly 20% despite progress in hiring.

3. Community Programs & School Resource Officers

- School Resource Officers:
 - SRO at Saints Peter & Paul HS (Corporal Ashleigh Ostrowski), lauded for community engagement and thorough incident response (notably on recent car break-ins).
 - OFC Cordero, elementary school SRO, nominated for "SRO of the Year" nationally.
- Community Police Academy:
 - 8-session program, eight nights over two months, combining educational content and practical law enforcement experience, with positive attendee feedback and increasing interest.
 - One participant in final stages of police academy application.
- Police Cadet Program:
 - Funded by grant; cadet progressing to academy in July.
 - Lateral hire from Vermont starting in July.

4. Special Programs

- CQD Youth Hero Program:
 - Partnership with Close Quarters Defense for empowerment and positive law enforcement interaction for at-risk youth.
 - Activities include simulated missions, helicopter demos.
 - Program funded via grants, with future grant applications planned.

5. Crime and Public Safety Trends

- Theft:
 - Motor vehicle and from-vehicle thefts ongoing but abating into Q2; started late 2025.
 - Retail theft increased moderately, attributed to Easton's role as local commercial hub.
- Traffic:
 - Persistent issue; 107 traffic enforcement assignments Q1 2026.
 - Focus on behavioral complaints, especially around school zones (Idlewild Ave, Matthewstown Road/Rt. 328 noted for concerns).

6. Child Sex Abuse Enforcement

- Noted as an ongoing concern in the region; EPD engaged with FBI's Internet Crimes Against Children Task Force and pursuing active arrest campaigns.

7. Special Olympics and Community Engagement

- Participation in Maryland State Police Polar Plunge (January; highlighted as “extremely cold”).
- Promotion of Special Olympics Maryland Torch Run with luncheon event for athletes and families.

8. E-Bikes & Open Space Enforcement

- Enforcement and community feedback ongoing re: e-bikes on sidewalks/rail trails.
- EPD collaborating with Talbot Thrive; survey active on Engage Easton (several hundred responses).
- Goal: Develop model, behavior-based legislation for council consideration.

C. Holly DeKarske, Easton Economic Development Corporation (EEDC) Quarterly Update

1. Governance & Staffing

- Annual meeting: Scheduled for July 22, 2026.
- Board: Three new directors to join in summer, possible fourth in fall.
- Risk Assessment: Organization currently conducting risk evaluation.
- Professional Development:
 - Lance Horns attending MITA’s economic development course in July.
 - Ms. DeKarske (presenter) pursuing one-year IEDC certification.
 - Summer intern (Kasey Wright) to aid in video and digital design.

2. Economic/Business Initiatives

- Project Restore Grants:
 - Dover Station completed.
 - 4 North Washington St. project will host Frederick Douglass Museum, opening soon.

3. Mayor’s Roundtables

- Small Businesses:
 - Cohort roundtables this summer for feedback on improving business climate.
- Larger Businesses:
 - Second cohort planned for fall.

4. Visitor Center & Downtown Improvements

- Construction and Signage:
 - Lobby improvements, new Easton Visitor Center sign (blade sign), mural, window treatments.
- Marketing:
 - Summer campaign targeting Annapolis, Brandywine Valley, day-trippers.
 - Video content to spotlight businesses and free recreation.
 - “Avoid the traffic” messaging and promotion of weekdays for visits.

5. Community Events

- Outdoor Movie Nights:
 - Expanded schedule, including new locations, adult-themed nights, and a Spanish-language movie for Hispanic Heritage Month.
- Second Saturdays:
 - New sustainable/vintage market program launching July.
- Taste of Easton:
 - First restaurant fundraising event highly successful (17 restaurants, 250+ attendees, sold out, positive feedback, plans to expand in 2027).

6. Main Street Accreditation & Business Openings

- Main Street Status:
 - National and state-accredited; reporting requirements met.
 - Maryland now tiers: 29 designated, 8 aspiring, 7 connected.
- Downtown businesses:
 - Urban Country Designs opening summer 2026 (Harrison St.).
 - Neighborhood Exchange (pop-up, benefits Neighborhood Service Center).
 - Frugalicious, Portals Games and Comics, Array – all expanding or relocating.
 - Bluepoint’s “The Flower Shop” bakery opening June.

D. Public Hearings

1. 2026 Comprehensive Plan Update

At 6:09 p.m., President Abbatiello brought the Comprehensive Plan Public Hearing to the floor.

- Status: Hearing remains open; community encouraged to comment via public input or email.
- Key Public Comment (Tom Alspach, Preservation Alliance):
 - Growth Rate: Plan appears inconsistent—references to a 1% annual growth target are contradicted and unclear.
 - Capacity: Town already has enough approved developments (over 900 units) to cover growth for 10 years; new annexation unnecessary.
 - Recommendations:
 - Plan should focus on how to *maintain* the 1% growth, not exceed it.
 - Legal and zoning options should be explored to sustain small-town character.
 - Suggests looking to other successful small towns for precedent.

There being no further comments, at 6:16 p.m., President Abbatiello stated that the Comprehensive Plan Public Hearing would remain open.

2. FY 2026–2027 Budget

At 6:16 p.m., President Abbatiello brought the Budget Public Hearing to the floor.

- Status: Hearing remains open.
- Disc Golf Course Discussion:
 - Budget includes \$17,500 for “permanent” disc golf course (with \$7,500 expected from fundraising).
 - No explicit site specified in budget, but annual recreation plan calls for John Ford Park.
 - Competing comments:
 - Some residents raised issues about wildlife and habitat loss due to mowing meadows for disc golf.
 - Others, including disc golf advocates, highlighted fundraising accomplishments (\$8,214 raised), community engagement, desire for accessible recreation, and lack of alternative locations at present.
 - Proposal to further study a solution, including possible alternative sites or re-designs that limit impact on meadows/trails, assigned to Park Advisory Board with a report to Council at a later date.

At 6:25 p.m., President Abbatiello stated that the Budget Public Hearing would remain open.

3. Fee Schedule Updates (Resolution 6222)

At 6:45 p.m., President Abbatiello brought Resolution No. 6222 to the floor for public comments.

- Commercial Waste Collection:
 - Proposal to set \$2,000/year for up to four tipper cans or two-yard dumpsters, with new surcharges for higher usage.

- Discussion of offering a \$250 credit (\$1,750 total) for minimal users (one can), but several councilmembers and public (local business owner Steve Mangassarian) felt this may still be inequitable, as actual trash generation varies widely by business type and mixed-use properties.
- Out-of-Town User Fees for Park Rentals:
 - Non-residents to pay \$30 for pavilion rentals; Easton residents still pay \$0.
 - Discussion of prioritizing Easton residents for bookings (e.g., allowing earlier reservations) suggested, to prevent non-residents from booking prime dates.
- Parking Rate Changes:
 - Enforcement currently suspended; new rates ready to implement when plan resumes.
 - Provisions for additional hour/failure-to-activate fines to be removed.

At 6:49 p.m., President Abbatiello stated that the Public Hearing for Res. No. 6222 would remain open.

4. Ordinance 857: Sale of 125 South Locust Lane – Affordable Housing

At 6:49 p.m., President Abbatiello brought Ord. 857 to the floor to receive public comments.

- Summary:
 - Final town-owned “Hill” property purchased via 2016 grant, renovated and now under contract to a local resident (Bay Imprint employee, first-time homebuyer).
 - Hearing closed after brief comment.
 - Unanimously approved by council.

At 6:51 p.m., upon no further comment, President Abbatiello closed the Public Hearing.

E. Public Comments & Disc Golf Discussion

Disc Golf Course Proposal

1. Community Support

- Speakers:
 - Multiple residents (A, E/Paul Darry, F/Tiffany Diamond, G/Jason Beveridge, among others) voiced strong support for establishing a disc golf course, especially at John Ford Park.
 - Emphasis on disc golf’s benefits:
 - Physical health and mental wellness through regular outdoor activity.
 - Built-in sense of safety, inclusion, and community, especially for single individuals.
 - Environmentally friendly due to walkability and less car usage.
 - Appeal across age groups, including connections to school bus drivers, children, and single adults.
 - Nature appreciation (wildlife sightings, photo sharing).
 - Highlighted the welcoming and positive experiences with local disc golf advocates (notably Matt Provencher, Matt Culp, and the Beveridge family).
- Community Service:
 - Mention of disc golfers participating in park service rounds and maintenance/cleanup efforts.
- Economic/Social Impact:
 - Increased traffic to parks could help expand budgets.
 - Potential to draw visitors from outside Easton, benefiting local economy.
 - Resident (Andrew Brignall) advocated for expanding park space or making existing parks more accessible.
 - Cited need for amenities such as canoe/kayak storage at park near launch sites, especially as new housing lacks storage capacity.
 - Suggested park development behind Calvert Terrace, listing wildlife and ecological benefits.
 - Questioned whether East End is adequately served by park space.

F. Other Issues Raised

- Comprehensive Plan:
 - Dr. Montgomery made a request to ensure one clearly dated, authoritative draft available for public review.
- Park Board & Advisory Input:
 - Ongoing invitation for residents to provide feedback, especially regarding disc golf and park space planning.
- Town Hall Marketing:
 - Need for better outreach to increase awareness and attendance.

1. Public Participation

• Speakers:

- Multiple residents (A, E/Paul Darry, F/Tiffany Diamond, G/Jason Beveridge, among others) voiced strong support for establishing a disc golf course, especially at John Ford Park.
- Emphasis on disc golf's benefits:
 - Physical health and mental wellness through regular outdoor activity.
 - Built-in sense of safety, inclusion, and community, especially for single individuals.
 - Environmentally friendly due to walkability and less car usage.
 - Appeal across age groups, including connections to school bus drivers, children, and single adults.
 - Nature appreciation (wildlife sightings, photo sharing).
- Highlighted the welcoming and positive experiences with local disc golf advocates (notably Matt Provencher, Matt Culp, and the Beveridge family).

2. Location and Logistics

• Key Locations Discussed:

- John Ford Park: Universally accessible, central to town, walkable from many neighborhoods.
 - Concerns regarding maintaining its natural state (trees, bird habitats) and not overwhelming the park.
- Woodland Park: Large (approx. 200 acres, purchased for \$5 million), underutilized due to lack of access (no easement, parking, or bathrooms).
 - Opportunity for master planning with nature trails and possibly disc golf, but substantial development needed.
- Easton Point Park: Considered too small for a major course; would be dominated by disc golf if chosen.
- Alternative suggestions: Park space behind Calvert Terrace, areas near retention pond (good for wildlife, close to hotels/residences).

• Barriers and Needs:

- Need for advocacy, support, and possible fundraising to develop Woodland Park or other new locations.
- John Ford Park serves as a beloved green space; concerns exist about environmental impact (reference to 1,300 trees planted in 2014).

- Discussion that the community appears broadly supportive of disc golf, with the main issue being appropriate site selection.

G. Council Comments

- Overall consensus that a disc golf course is desired (“not if but when and where”).
- Some skepticism regarding the depth of public support, with concerns voiced about organized groups generating mass feedback that may not represent wider sentiment.
- Emphasis on need for more comprehensive community engagement and careful planning.

1. Town Hall and Ward Reports

- Ward 1: Ms. Curry
 - Highest attendance; disc golf a major discussion point.
 - Expressed need for additional neighborhood parks, especially adjacent to John Ford Park.
- Ward 2: Mr. Rankin
 - May 12 Town Hall: Well attended; topics included:
 - Traffic and speeding.
 - Crosswalk signals on N. Washington (near courthouse).
 - Capital and HR items related to budget.
 - Feedback (positive and negative) on Eastern Utilities’ fiber to the home project; suggestions conveyed to EC Utilities.
 - Parking and commercial trash fee issues.
 - Street sweeper scheduling requests (for clearer advance notice, akin to leaf pickups).
 - Transportation to new hospital for seniors.
 - Comprehensive plan and form-based code comments.
 - Marketing improvements suggested for future town halls.
 - Golton Park Ribbon Cutting held May 5 recognized with appreciation for Town efforts.
 - May 14 First Responder Ceremony:

Thanks, extended to the Prager family and participating officials (including Governor Moore, Senator Malice, Delegates Adams & Hutchinson). Event was well regarded; notable attendance and recognition for emergency personnel.

- Ward 3: Dr. Montgomery
 - Principal issues: Comprehensive plan (confusion over multiple draft versions), budget.
 - Traffic a significant concern (studies, choice of consultants, impact of studies on real problems).
 - Specific delayed improvements: Dutchman’s Lane/Route 50 intersection.
 - Poplar Hill no longer in Comprehensive Plan, to residents’ relief.
- Ward 4: Reverend Davis
 - Concerns: Traffic, budget, abandoned vehicles (resolved), post-snow cleanup.
 - Rails-to-trails safety discussed:
 - Proposal for naming sections with flowers for easier location identification (to assist police and emergency services).
 - E-bike safety issues highlighted.

• Memorial Day:

- Multiple council members extended well wishes and reminders about the significance of Memorial Day.

H. Legislation

- Ord. No. 857, “AN ORDINANCE OF THE TOWN OF EASTON AUTHORIZING THE TOWN OF EASTON TO SELL 125 S LOCUST LANE IN EASTON AS PART OF THE TOWN’S AFFORDABLE HOUSING PROGRAM.”

Upon motion by Rev. Davis, seconded by Dr. Montgomery and carried unanimously, Ord. No. 857 was approved.

I. Review of Invoices

Upon motion by Ms. Curry, seconded by Dr. Montgomery and carried unanimously, invoices totaling \$1,402,859.96 were approved.

J. Closing & Adjournment

- Councilmembers closed with mutual appreciation, thanks to participants, and reminders of Memorial Day’s importance.

At 8:09 p.m., upon motion by Ms. Curry, seconded by Rev. Davis and carried unanimously, President Abbatiello adjourned the regularly scheduled council meeting.

Respectfully submitted,

Kathy M. Ruf, Town Clerk

Town of Easton
Board and Commission Volunteer Interest Form

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

(Please Print)

Last Name Eppard First Name Mark MI R

Residence Address (Street) 9409 Melanie DR.

(Town) St, Michaels (County) Talbot (State) Md.

(Zip Code) 21663

How Long at this Residence? 20 years

Home Telephone Number (410) 924-4332

Occupation Arborist

Employer Name Bartlett Tree Experts

Employer Address 8625 Commerce Dr. Easton Md. 21601

Work Telephone Number (410-745) 5100

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

Board of Appeals Planning and Zoning Commission Historic District Commission

Housing Authority Easton Utilities Commission Park Board

Ethics Commission Waterfowl Festival Commission Board of Canvassers

Tree Board Affordable Housing Board

Other (list) _____

Please list why you would like to serve on this committee and what your qualifications are (Attach extra sheets if necessary) _____

I would like to share the information that I have acquired over my 40 years working in the Tree Care Industry and learn the perspective of tree value from others.

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

Mark Eppard 3/10/26
Applicant Signature Date



Town of Easton

14 S. HARRISON STREET, EASTON, MARYLAND 21601

410-822-2525

mcook@eastonmd.gov

MEGAN JM COOK

MAYOR

MEMORANDUM

TO: Don Abbatiello, President of the Council
Members of the Council

cc: Andy Kitzrow
Sharon VanEmburch

FROM: Mayor Megan JM Cook 

SUBJECT: Board and Commission Appointments

DATE: June 1, 2026

I am asking for your consideration for the confirmation of Mark Epping to the Tree Board. His volunteer interest form is included in the packet. Members of the Tree Board invited Mark to become a member of the Tree Board to fill a remaining opening.

Also, Jim Bent, Chairman, has recommended Jeff Champion to fill a vacancy on the Affordable Housing Board. Mr. Champion's term would be for three years. His Volunteer Interest Form is enclosed as well.

Thank you for your consideration.

Town of Easton

Board and Commission Volunteer Interest Form

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

(Please Print)

Last Name CHAMPION First Name JEFF MI _____

Residence Address (Street) 28245 Knapps Lot St

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

(Zip Code) 21601

How Long at this Residence? 6 years.

Home Telephone Number (201) 321-8007

Occupation Retired (Attorney)

Employer Name _____

Employer Address _____

Work Telephone Number (_____) _____

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

Board of Appeals Planning and Zoning Commission Historic District Commission

Housing Authority Easton Utilities Commission Park Board

Ethics Commission Waterfowl Festival Commission Board of Canvassers

Tree Board Affordable Housing Board

Other (list) _____

Please list why you would like to serve on this committee and what your qualifications are (Attach extra sheets if necessary) I spent about 50 years as an HR and legal guide to organizations. My experience has allowed me to lead and participate in groups & committees. I am also the current President of the Easton Village HOA which has exposed me to Town officials. I would be honored to serve the Town that has served me so well.

Please list any special interests which should be considered during the appointment process (Attach extra sheets if necessary) I am retiring for the second time. I failed at retirement the 1st time, as I do not handle idle time well. Use me when I can be of service and keep active.

[Signature]
Applicant Signature

1-22-26
Date

PROPOSAL

**ANNUAL
STREET RESURFACING
2026**

Made this 5th day of May 2026,

By Asphalt Services DE, LLC.

Business Address 35094 Roxana Rd. Frankford, DE 19945

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 \$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.

<u>Dean Strawbridge</u>	<u>Owner</u>
<u>Rennie Hunt</u>	<u>owner</u>
_____	_____
_____	_____
_____	_____

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>5/1/2020</u>	<u>1</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

BID FORM

BASE BID					
Item	Description	Unit	Quantity	Unit Price	Total Price
1	2" Milling	SY	20,000	3.36	67,200.00
2	2" Superpave 9.5 mm	TONS	2,250	110.43	248,467.50
3	Additional 3" Milling	SY	250	5.20	1,300.00
4	Additional 3" Superpave 9.5 mm	TONS	50	132.73	6,636.50
TOTAL BASE BID =				323,604.00	

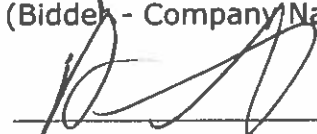
My **ANNUAL STREET RESURFACING 2026** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

~~three hundred twenty three thousand~~ ~~six hundred and four dollars~~ dollars (\$ 323,604.00)

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.

Asphalt Services DE, LLC.

(Bidder - Company Name)



(Signature)

5/1/2026

(Date)

Dean Strawbridge

(Print Name)

owner

(Title)

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

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 **August 31, 2026**. Bidder further agrees to pay as liquidated damages, an amount of **\$250 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 **DECEMBER 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
All	traffic Control	Atlantic Traffic Safety 8525 Logtown Road Berlin, MD 21811 443-783-3088	4%

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: **ANNUAL STREET RESURFACING 2026**

NON-COLLUSION CERTIFICATE

COUNTY OF: Sussex

STATE OF: Delaware

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Dean Strawbridge 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.

Brooke Nicole Acord
(NOTARY PUBLIC)

My Commission Expires: January 30, 2028

[Signature]

[Signature]
Sign for Identification



ANNUAL STREET RESURFACING 2026

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: ANNUAL STREET RESURFACING 2026

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.

05/01/2024
DATE

[Signature]
SIGNATURE

Dean Strawbridge
PRINTED

Owner
TITLE

Asphalt Services DE LLC 35094 Roxana Rd.
FIRM NAME AND ADDRESS Frankford, DE 19945

END OF SECTION

BID BOND

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

Ashpalt Services DE LLC

as Principal, and

First Indemnity of America Insurance Company

as Surety, are hereby held and firmly bound unto the Town of Easton, as OWNER, the penal sum of Five Percent (5%) of the Total Base 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 7th day of May, 2026.

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 **ANNUAL STREET RESURFACING 2026.**

NOW, THEREFORE,

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

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

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

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.

Asphalt Services DE LLC (L.S.)
Principal

First Indemnity of America Insurance Company
Surety

By: 
Adam T. Grap, 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

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: Bid Bond Principal: Asphalt Services DE, LLC

Description: ANNUAL STREET RESURFACING 2026

KNOW ALL BY THESE PRESENTS, THAT First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint:

Jaime Lynn George-Perando, Adam T. Grap, Manuel Jones, Aldo Pasquariello, Karen L. Wilson, Maki F. Tyree, Stephen A. Spencer, Daniel R. West, Brenda L. Pattishall, Susan B. Willett, Beatrice Saint-Felix, Ryan Hays, Bruce Alan Pattishall, and Rohan Nabar of Columbia, Maryland

its true and lawful Attorneys-in-Fact to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, Consents of Surety, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company, not to exceed \$2,000,000.00 for any bond or contract price.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 21st day of May, 2025.

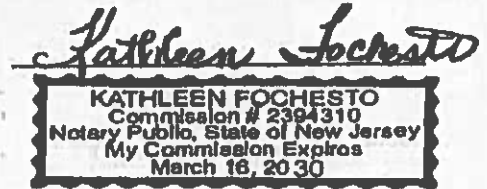


Patrick J. Lynch

Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

On this 21st day of May, 2025, before me came the above named authorized representative of First Indemnity of America Insurance Company, to me personally known to be the individual and representative described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of the said corporation thereto by authority of this office.



Certificate

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Resolutions adopted by Board of Directors of First Indemnity of America Insurance Company of the State of New Jersey held on the 21st day of May, 2025.

RESOLVED, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, shall have the power to appoint Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, Consents of Surety, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgagers, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing Resolutions were adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 21st Day of May, 2025.

Dated and effective this 7th day, of May, 2026.



Jane E. Lynch

Jane E. Lynch, Secretary



MARYLAND INSURANCE ADMINISTRATION

CERTIFICATE OF AUTHORITY

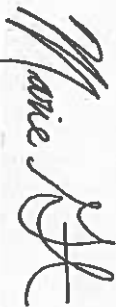
No. 000816

The below named insurer has authority to transact, within this State until the 30th day of June next, unless said authority is revoked prior to said day in accordance with law, the kinds of insurance set forth below and specifically designated by code letters. Code letters are detailed on reverse side.

S

EFFECTIVE DATE		
07	01	2025
MO	DAY	YR.

First Indemnity of America Insurance Company
2740 State Rte. 10
Suite 205
Morris Plains, NJ 07950 USA



Insurance Commissioner



35094 Roxana Rd
Frankford, DE 19945
302.245.3964
asphaltservicesde@gmail.com

Asphalt Services DE, LLC.

CONTRACTOR QUALIFICATIONS STATEMENT

Company Overview

Company Name: Asphalt Services DE, LLC.

Address: 35094 Roxana Road, Frankford, DE 19945

Phone: 302-245-3964

Email: dean@asphaltservicesde.com

Asphalt Services DE LLC specializes in asphalt paving services for both residential and commercial clients. We are committed to delivering high-quality workmanship, reliable service, and long-lasting pavement solutions.

Services Provided

- Residential asphalt paving (driveways, private roads)
- Commercial asphalt paving (parking lots, roadways)
- Asphalt milling and resurfacing
- Asphalt patching and repair
- Sealcoating and crack filling
- Line striping and pavement markings
- Grading and site preparation
- Stone base installation and compaction

Relevant Experience & Qualifications

- Extensive experience in residential and commercial paving projects
- Knowledge of local, state, and federal specifications
- Skilled workforce trained in asphalt installation and repair
- Ability to manage projects from start to completion
- **Project References:**

1. J H Malone Construction Inc.

Contract #: Rte 12 Roundabout

Location: Rte 12 Salisbury, MD

Contract Amount: \$75,000.00

Project Contact: Jason Malone

443-260-4775 | jason@jhmaloneexcavation.com

2. Teal Construction

Contract #: Mill, Patch and Overlay Various Streets Town of Delmar

Location: Town of Delmar- Delaware and Maryland

Contract Amount: \$250,000.00

Project Contact: Johnny Stant

jstant@tealconstruction.com | 302-270-7090

3. HCE DE, LLC

Contract #: Mill & Pave

Location: Powell Farm Rd Frankford, DE

Contract Amount: \$250,000.00

Project Contact: Brooke Accord

302-519-9572 / brooke@hcellcde.com

Equipment

- Asphalt pavers
- Rollers
- Milling machines
- Skid steers and loaders
- Dump trucks
- Sealcoating equipment

Safety Program

- OSHA compliant safety program
- Routine employee safety training
- Job site hazard analysis
- Proper PPE usage
- Incident prevention procedures

Licensing & Insurance

All required licenses and insurance are maintained and available upon request, including General Liability and Workers Compensation coverage.

Statement of Capability

Asphalt Services DE, LLC. has the experience, personnel, and equipment necessary to successfully complete the Town of Easton Annual Street Resurfacing 2026. We are committed to completing the work safely, on schedule, and in accordance with all contract requirements.

Authorized Signature

Name: Dean Strawbridge

Title: Owner

Signature: 

Date: 03/01/2024

PROPOSAL

**ANNUAL
STREET RESURFACING
2026**

Made this 7th day of May 2026,

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 \$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.

<u>Paul C. Bramble, President</u>	<u>P.O. Box 419, Chestertown, MD 21620</u>
<u>Megan B. Owings, President</u>	<u>P.O. Box 419, Chestertown, MD 21620</u>
<u>Charles T. Breeding, Vice President</u>	<u>P.O. Box 419, Chestertown, MD 21620</u>
<u>Joshua R. Hignutt, Treasurer</u>	<u>P.O. Box 419, Chestertown, MD 21620</u>
<u>David C. Bramble, Assist. Treasurer</u>	<u>P.O. Box 419, Chestertown, MD 21620</u>
<u>Millie C. Clough, Secretary</u>	<u>P.O. Box 419, Chestertown, MD 21620</u>

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>05/01/2026</u>	<u>1</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Bidders must be prepared to complete work outlined in Special Condition 2.E before **August 31, 2026**. Bidder further agrees to pay as liquidated damages, an amount of **\$250 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 **DECEMBER 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
		None	

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 II

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **ANNUAL STREET RESURFACING 2026**

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.

05/07/2026

DATE



SIGNATURE

Megan B. Owings

PRINTED

President

TITLE

David A. Bramble, Inc.

FIRM NAME AND ADDRESS

END OF SECTION

ANNUAL STREET RESURFACING 2026

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, the penal sum of Seventeen Thousand, Ninety One Dollars and Twenty 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 7th day of May, 2026.

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 **ANNUAL STREET RESURFACING 2026.**

NOW, THEREFORE,

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

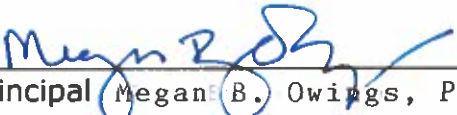
ANNUAL STREET RESURFACING 2026

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.

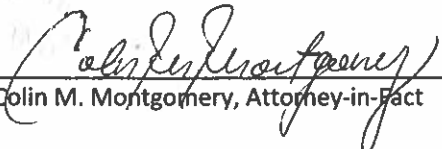
David A. Bramble, Inc.


Principal Megan B. Owings, President



Liberty Mutual Insurance Company

Surety

By: 
Colin M. Montgomery, Attorney-in-Fact



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

END OF SECTION



POWER OF ATTORNEY

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

Certificate No: 8215386 - 019014

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, Bridget A. Magee, Colin M. Montgomery, James P. Marquet, Kevin P. Adams, Michael A. Sweet

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 13th day of January, 2026.



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

By: Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of January, 2026 before me personally appeared Nathan J. Zangerle, 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, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: 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 Nathan J. Zangerle, 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 7th day of May, 2026.



By: 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, 2024

Assets	Liabilities
Cash and Bank Deposits..... \$4,608,826,756.00	Unearned Premiums.....\$9,890,896,878.00
*Bonds – U.S Government..... \$4,281,375,446.74	Reserve for Claims and Claims Expense\$29,467,071,865.00
*Other Bonds..... \$21,566,489,527.26	Funds Held Under Reinsurance Treaties.....\$341,948,172.00
*Stocks..... \$15,589,644,012.00	Reserve for Dividends to Policyholders \$954,025.00
Real Estate..... \$86,497,925.00	Additional Statutory Reserve\$150,547,865.00
Agents' Balances or Uncollected Premiums ..\$7,512,975,129.00	Reserve for Commissions, Taxes and Other Liabilities.....\$5,049,906,410.00
Accrued Interest and Rents..... \$225,249,712.00	Total.....\$47,104,416,171.00
Other Admitted Assets \$19,367,663,200.00	Special Surplus Funds.....\$174,153,086.00
Total Admitted Assets \$74,539,483,661.00	Capital Stock\$10,000,075.00
	Paid in Surplus\$13,209,595,772.00
	Unassigned Surplus.....\$13,415,980,561.00
	Surplus to Policyholders\$27,435,067,490.00
	Total Liabilities and Surplus.....\$74,539,483,661.00

* 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, 2024, 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, 2025.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

PROPOSAL**ANNUAL
STREET RESURFACING
2026**

Made this 7TH day of MAY 2026,

By JERRY'S INC.

Business Address 17776 OAK HILL DR. MILFORD DE 19963

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

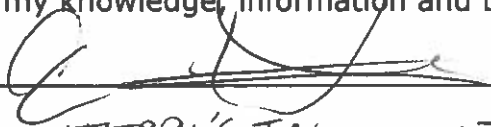
an amount not less than \$1,000,000, including death, to each person and subject to the same limit for each person, in an amount of not less than \$3,000,000 on account of one accident. Property damage insurance shall be in an amount not less than \$200,000 per accident, with an aggregate of not less 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.


 _____ EST
 JERRY'S INC 17776 DAK HILL DR. MILFORD DE
 _____ eparks@jerryspaving.com

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	5/1/20	1
_____	_____	_____
_____	_____	_____
_____	_____	_____

BID FORM

BASE BID					
Item	Description	Unit	Quantity	Unit Price	Total Price
1	2" Milling	SY	20,000	\$3.80	\$76,000.00
2	2" Superpave 9.5 mm	TONS	2,250	\$152.85	\$343,912.50
3	Additional 3" Milling	SY	250	\$47.60	\$11,900.00
4	Additional 3" Superpave 9.5 mm	TONS	50	\$200.00	\$10,000.00
TOTAL BASE BID =		\$ 441,812.50			

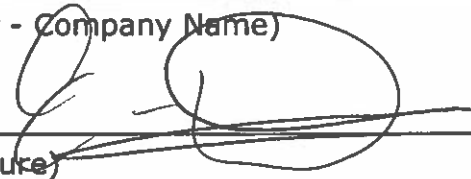
My **ANNUAL STREET RESURFACING 2026** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

FOUR HUNDRED FORTY ONE THOUSAND EIGHT HUNDRED TWELVE and ⁵⁰/₁₀₀ Dollars (\$ 441,812.50).

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.

JERRY'S INC

(Bidder - Company Name)



(Signature)

5/7/26

(Date)

ERIC PARKS

(Print Name)

EST

(Title)

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

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 **August 31, 2026**. Bidder further agrees to pay as liquidated damages, an amount of **\$250 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 **DECEMBER 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
1	Milling	DONEGAL CONST. 700 EXCEL DR. HUNTER PA (724) 423-7500	10%
2	PAVING	SELF PERFORMED	85%
3.	STRIPING	STRAIGHT LINE SOLUTIONS LLC 18473 HARBESON RD, MILTON DE (302) 228-3355	5%

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.

BID BOND

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

Jerry's Inc.

as Principal, and

Developers Surety and Indemnity Company

as Surety, are hereby held and firmly bound unto the Town of Easton, as OWNER, the penal sum of 5% of 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 6th day of May, 2026.

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 **ANNUAL STREET RESURFACING 2026.**

NOW, THEREFORE,

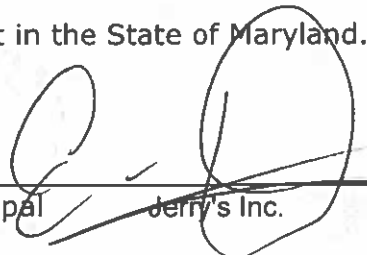
- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the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

ANNUAL STREET RESURFACING 2026

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.



Principal Jerry's Inc. (L.S.)

Developers Surety and Indemnity Company
Surety

By: 
Matthew G. Mayer - 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

ANNUAL STREET RESURFACING 2026

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Matthew Mayer and Tania Williams, of Dover, DE

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective March 27, 2026.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this August 7, 2024.

By: [Signature]
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

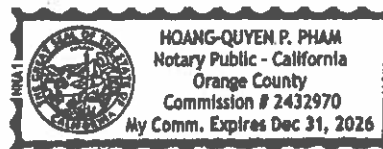
STATE OF California COUNTY OF Orange

On this 7 day of August, 2024, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this August 2, 2024.

DocuSigned by:
By: [Signature] Janie Clark, Assistant Secretary
87686D3E22364A8...

DocuSign Envelope ID: 5AB920B9-227B-46CB-BD53-C0E3A05A3E46

Ed 0824

Signed and sealed this 6th day of May, 2026

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **ANNUAL STREET RESURFACING 2026**

NON-COLLUSION CERTIFICATE

COUNTY OF: Sussex

STATE OF: Delaware

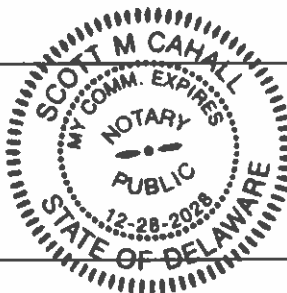
Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared ERIC PARKS
And made oath in due form of law that the Proposer herein, his Agents, servants and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for 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.

Scott Cahall
(NOTARY PUBLIC)

My Commission Expires:

12/28/2028



[Signature]
Sign for Identification

ANNUAL STREET RESURFACING 2026

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: ANNUAL STREET RESURFACING 2026

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.

DATE 5/7/26

SIGNATURE 

PRINTED ERIC PARKS

TITLE EST

FIRM NAME AND ADDRESS JERRY'S INC 17776 OAK HILL DR. MILFORD DE

END OF SECTION

BIDDER'S GENERAL INFORMATION

1. BIDDER'S/CONTRACTOR'S name and street address:

Jerry's Inc
17776 Oak Hill Drive
Milford, DE 19963

2. CONTRACTOR'S telephone number: (302) 422-7676

3. CONTRACTOR'S license number: MDBL: F12393906

4. When organized: 1990

5. If a corporation, where incorporated: Delaware

6. How many years have you been engaged in the contracting business under your present firm or
trade name: 36 years

7. General character of work performed by company: Paving, milling

8. Have you ever failed to complete any work awarded to you? No

9. Have you ever defaulted on a contract? No

11. Number of Employees: 37

PROJECT REFERENCES

City of Seaford – Teen Challenge Parking Lot Paving

Project Duration: 7/10/25 – 7/17/25

Contract Amt \$ 200,324.00

Project delivered on time and on budget

Name, Address, and Telephone Number of Owner's Representative

City of Seaford
414 High St
Seaford, DE 19973
Berley Mears, Public Works Director
(302) 629-9173
BMears@seafordde.com

TOWN OF MILLSBORO CONTRACT 2025-001 PAVEMENT REHABILITATION

Project Duration: 6/15/25 – 6/25/25

Contract Amt \$ 169,723.10

Project delivered on time and on budget

Name, Address, and Telephone Number of Owner's Representative

Town of Millsboro
John C Lynn, Director of Public Works
322 Wilson Highway
Millsboro, Delaware 19966
(302) 922-0426 Cell
(302) 934-8171 Town Hall
johnl@millsboro.org

Harrington Raceway & Casino / Delaware State Fair Pavement Improvements and Rehabilitation

Project Duration: 6/16/25 – 3/31/26

Contract Amt \$ 271,729.00

Project delivered on time and on budget

Name, Address, and Telephone Number of Owner's Representative

Harrington Raceway Inc.
15 W. Rider Rd.
Harrington, DE 19952
Dave Zerbe, Executive Director of Security
Office: 302-398-5356
Cell: 302-222-4584
dzerbe@harringtonraceway.com

PROPOSAL**ANNUAL
STREET RESURFACING
2026**

Made this 7th day of MAY, 2026,

By Allan Myers MD, Inc.

Business Address P.O. Box 278, Fallston, MD 21047

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

ANNUAL STREET RESURFACING 2026

an amount **not less than \$1,000,000, including death, to each person and subject to the same limit for each person, in an amount of not less than \$3,000,000 on account of one accident. Property damage insurance shall be in an amount not less than \$200,000 per accident, with an aggregate of not less than \$500,000.**

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

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

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

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

Aaron T. Myers	CEO	P.O. Box 98, Worcester, PA 19490
Allan B. Myers	COO	P.O. Box 98, Worcester, PA 19490
Richard W. Dungan	President	P.O. Box 278, Fallston, MD 21047

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>5/1/26</u>	<u>1</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

BID FORM

BASE BID					
Item	Description	Unit	Quantity	Unit Price	Total Price
1	2" Milling	SY	20,000	3.30	66,000.00
2	2" Superpave 9.5 mm	TONS	2,250	130.00	292,500.00
3	Additional 3" Milling	SY	250	14.00	3,500.00
4	Additional 3" Superpave 9.5 mm	TONS	50	175.00	8,750.00
TOTAL BASE BID =				\$ 370,750.00	

My **ANNUAL STREET RESURFACING 2026** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of: three hundred seventy thousand seven hundred and fifty Dollars (\$ 370,750.00).

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.

Allan Myers MD, Inc.

(Bidder - Company Name)

Richard W. Dungan
(Signature)

5/7/26
(Date)

Richard W. Dungan, President

(Print Name)

(Title)

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

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 **August 31, 2026**. Bidder further agrees to pay as liquidated damages, an amount of **\$250 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 **DECEMBER 31, 2026**.

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **ANNUAL STREET RESURFACING 2026**

NON-COLLUSION CERTIFICATE

COUNTY OF: Harford

STATE OF: Maryland

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

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.

Janene Owens
(NOTARY PUBLIC)

My Commission Expires: 3-11-27

Janene Owens
Janene Owens
NOTARY PUBLIC
HARFORD COUNTY
MARYLAND
MY COMMISSION EXPIRES MARCH 11, 2027

Sign for Identification

ANNUAL STREET RESURFACING 2026

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: ANNUAL STREET RESURFACING 2026

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.

5/7/26
DATE

Richard W. Dungan
SIGNATURE

Richard W. Dungan
PRINTED

President
TITLE

Allan Myers MD, Inc., P.O. Box 278, Fallston, MD 21047
FIRM NAME AND ADDRESS

END OF SECTION

ANNUAL STREET RESURFACING 2026

BID BOND

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

ALLAN MYERS MD, INC.

as Principal, and

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

as Surety, are hereby held and firmly bound unto the Town of Easton, as OWNER,

the penal sum of Five Percent of the Base Bid Plus the Total Amount of All Additive Alternates (5%) **(5% of the Total**

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

Signed, this 7th day of May, 2026.

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 **ANNUAL STREET RESURFACING 2026.**

NOW, THEREFORE,

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

ANNUAL STREET RESURFACING 2026

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.

ALLAN MYERS MD, INC

 (L.S.)
Principal Richard W. Dungan, President – Construction

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

By: 
Elizabeth P. Cervini, 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

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Harry C. ROSENBERG, Elizabeth P. CERVINI, David C. ROSENBERG, Matthew J. ROSENBERG, Denise M. BRUNO, Julia R. BURNET, Elizabeth B. PENDLETON, Jonathan F. BLACK, David A. JOHNSON, Stephanie S. HELMIG, Melissa J. HINDE, James M. DISCIULLO, John E. ROSENBERG Christine HRUSOVSKY, Austin TRIMBUR, Susan METZ of Wayne, Pennsylvania, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of September, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 11th day of September, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of May, 2026.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



TOWN ENGINEER

9030 Mistletoe Drive
Easton, MD 21601
410-820-8822
www.EastonMD.gov

DATE: May 14, 2026
TO: Andy Kitzrow - Town Manager
CC: Mayor Megan Cook
Kody Cario - Assistant Director of Public Works
FROM: Rick Van Emburgh – Town Engineer
SUBJECT: 2026 Annual Street Resurfacing
Recommendation

The Town of Easton FY26 Budget includes \$422,544 remaining for Annual Street Resurfacing (Project #26-14).

We recently advertised a Request for Proposals (RFP) for this work and held a public bid opening on May 7, 2026. We received four (4) sealed bids. The following is a summary of bids received:

COMPANY	TOTAL BASE BID
Asphalt Services DE, LLC	\$323,604.00
Bramble	\$341,825.00
Allan Myers	\$370,750.00
Jerry's Paving	\$441,812.50

The low bid was submitted by Asphalt Services DE, LLC (Asphalt Services), with a Total Base Bid of \$323,604.00.

We have not worked with Asphalt Services before, but have checked their references and other similar work they have completed. We are satisfied that they will be able to complete the work outlined in our Request for Proposals.

In conclusion, I have reviewed all bids and recommend awarding the project to Asphalt Services DE, LLC for the Total Base Bid of \$323,604.00 as well as approval to spend the remaining Project Budget on additional paving with the unit costs outlined in the Bid as needed.

END OF RECOMMENDATION

EASTON POLICE DEPARTMENT

"With Pride We Serve"

MEMO

DATE: May 13, 2026

TO: Andy Kitzrow, Town Manager

FROM: Chief Alan Lowrey

SUBJECT: EPD Security Camera Proposals

I am requesting that the Town of Easton award Safehouse, LLC, the contract for replacement of the security camera system at the Easton Police Department. The proposal from Safehouse, LLC, was the lowest bid at \$97,025.17. The company is located in the Town of Easton.

I also request that \$42,766.17 of unspent personnel costs in the Easton Police Department's FY2026 budget be reallocated to the installation of the new security cameras.

The FY2026 Capital Budget included \$54,259.00 for the replacement of the police department's security camera system. This system consists of approximately fifty-four (54) cameras that monitor the exterior, interior and holding cell areas of the police department. This system also allows for dispatchers to monitor some areas of the police department. It was decided to replace this system because it has become less reliable and increasingly requires repairs.

Requests for proposals were sent to three security camera vendors: Skyline Technology Solutions (Verkada), Pye-Barker FS and Safehouse, LLC. Each of these vendors have previously done business with the Town Easton and made a site visit to the police department to establish the system requirements. The police department requested that the system operated with cloud storage so an onsite server would not be necessary.

Quotes were originally received for the installation of cameras and one-year of storage. The lowest quote was Safehouse, LLC, at \$52,725.65.

Afterwards, we were directed to request new quotes with pricing for five years of storage. The bids received last week are as follows:

1. Safehouse, LLC - \$97,025.17
2. Pye-Barker FS – \$113,195.88
3. Skyline Technology Solutions - \$142,738.46

Additional Funding Source

Because the Safehouse, LLC, five-year proposal provides a lower average annual cost over the next five years, it is recommended to contract for five years. The cost difference between the five-year proposal and the allocated capital funds is \$42,766.17.

For the last ten months, the police department has had four (4) police officer vacancies and one (1) civilian vacancy that are funded for FY2026. The Town's Finance Office confirmed that these unspent funds are sufficient to cover the additional cost for the cameras and storage.

The proposal for each company is attached to this memo.

SAFEHOUSE, LLC
 101 Bay Street, Suite A1
 Easton, MD 21601
 +14106731759
 info@thinksafehouse.com
 www.thinksafehouse.com



Estimate

ADDRESS

Mark Hrobar
 Easton Police Dept.
 106 West Dover Street
 Easton, MD 21601

ESTIMATE # 10646

DATE 05/05/2026

EXPIRATION DATE 06/05/2026

DESCRIPTION	QTY	RATE	AMOUNT
REVISED 5-5-26			
QUOTE FOR CLOUD RECORDING FOR THE SECURITY CAMERA SYSTEM AT EASTON POLICE DEPT. EASTON MD - THIS IS FOR 5 YEARS / STORAGE AT 30 DAYS			
CUSTOMER CONTACT: MARK HROBAR 410-310-9737 / MHROBAR@TOWN-EASTONMD.COM			
SAFEHOUSE OPERATIONS MANAGER - CHRIS FARRELL 410-673-1759			
QUOTE PROVIDED BY DARRIN MOORE 410-829-9196			
CLOUD RECORDING	54	1,214.00	65,556.00
EN-HD5-30			
Eagle Eye VMS HD5 30 Days Cloud Recording - 5 year plan			
TOTAL AMOUNT IS DUE IN ADVANCE			
THIS IS THE 5 YEAR PRICE - TOTAL AMOUNT IS DUE UP FRONT			
Yearly Cloud Services			

Thank you for trusting Safehouse, LLC. With more than 350 years combined experience we are the fastest growing security company on Delmarva, and we have the experience to take things to the highest level with service & technology to give you the peace of mind you are looking for!

SUBTOTAL	65,556.00
TAX	0.00
TOTAL	\$65,556.00

Accepted By

Accepted Date

This proposal is good for 30 days, pending supplier availability and pricing. Manufacturers warranty may apply & we offer a 1 year warranty on workmanship. Unless otherwise noted or agreed upon, a deposit of 50% is due prior to the start of any work, balance is due upon completion. Please note there will be a 3% convenience fee applied to all electronic payments. Thank you

SAFEHOUSE, LLC
 101 Bay Street, Suite A1
 Easton, MD 21601
 +14106731759
 info@thinksafehouse.com
 www.thinksafehouse.com



Estimate

ADDRESS

Mark Hrobar
 Easton Police Dept.
 106 West Dover Street
 Easton, MD 21601

ESTIMATE # 10645

DATE 05/05/2026

EXPIRATION DATE 06/05/2026

DESCRIPTION	QTY	RATE	AMOUNT
REVISED 5-5-26			
QUOTE TO INSTALL / UPGRADE THE SECURITY CAMERA SYSTEM AT EASTON POLICE DEPT. EASTON MD - THIS IS FOR A CLOUD BASED CAMERA SYSTEM - NOTE: CLOUD RECORDING FEES INCLUDED ON A DIFFERENT QUOTE			
CUSTOMER CONTACT: MARK HROBAR 410-310-9737 / MHROBAR@TOWN-EASTONMD.COM			
SAFEHOUSE OPERATIONS MANAGER - CHRIS FARRELL 410-673-1759			
QUOTE PROVIDED BY DARRIN MOORE 410-829-9196			
EN-SU701-0 Eagle Eye Bridge 701	1	8,042.51	8,042.51
EN-COM-003 Eagle Eye VMS 7xx,8xx,9xx Implementation Service	1	1,112.51	1,112.51
EN-SW28G-001 Eagle Eye Switch SW28g (24 Port Gigabit Managed PoE+ Switch with 2xUplink and 2xSFP, 370W)	3	1,025.88	3,077.64
ALI-PT50-UAI-D 5MP IP Turret 98 ft IR Starlight Smart Sense 2.8mm WDR Built-in Mic Ultra H.265 SD-Card	14	250.78	3,510.92
ALI-JB03-H-IN Junction Box	14	19.78	276.92
ALI-PD50-VUAI-D 5MP IP Dome 98 ft IR Starlight SmartSense 2.8mm WDR Audio-Alarm IO Ultra H.265 SD-Card	40	230.71	9,228.40
ALI-JB03-G-IN Junction Box	40	21.92	876.80
SOME OF THESE SHOULDN'T BE NECESSARY - DEPENDING ON MOUNTING SURFACE - PRICE TO BE ADJUSTED ON FINAL INVOICE			
Video Installation Labor - replacing 54 cameras IN CURRENT LOCATIONS - (with mounts when necessary) with listed equipment above. Install the Cloud device and POE switches in the IT room. Program the system (each camera gets configured to the cloud system) Set up and review the desktop VMS with admin.	1	8,840.00	8,840.00
Courtesy Discount - SAFEHOUSE IS PLEASED TO INCLUDE A 10% DISCOUNT TO EASTON POLICE DEPT. FOR THE EQUIPMENT AND INSTALLATION.	1	-	-3,496.53
		3,496.53	
PLEASE NOTE - YOUR CLOUD RECORDING FEES ARE INCLUDED ON A SEPARTATE QUOTE			

This proposal is good for 30 days, pending supplier availability and pricing. Manufacturers warranty may apply & we offer a 1 year warranty on workmanship. Unless otherwise noted or agreed upon, a deposit of 50% is due prior to the start of any work, balance is due upon completion. Please note there will be a 3% convenience fee applied to all electronic payments. Thank you

DESCRIPTION	QTY	RATE	AMOUNT
-------------	-----	------	--------

AND INVOICED IN ADVANCE.

Thank you for trusting Safehouse, LLC. With more than 350 years combined experience we are the fastest growing security company on Delmarva, and we have the experience to take things to the highest level with service & technology to give you the peace of mind you are looking for!

SUBTOTAL	31,469.17
TAX	0.00
TOTAL	\$31,469.17

Accepted By

Accepted Date

This proposal is good for 30 days, pending supplier availability and pricing. Manufacturers warranty may apply & we offer a 1 year warranty on workmanship. Unless otherwise noted or agreed upon, a deposit of 50% is due prior to the start of any work, balance is due upon completion. Please note there will be a 3% convenience fee applied to all electronic payments. Thank you



proposal

Prepared By:

Salisbury, MD - W Zion Rd
Jodi Garvin
Sales
2204 W Zion Rd
Salisbury, MD 21801
443-978-0552
410-546-2210
jodi.garvin@pyebarkerfs.com

Easton Police- Eagle Eye Video
106 W Dover St
Easton, MD 21601
Proposal 257464-1-0

Submitted: 5/5/2026

Easton Police
Lt. Mark Hrobar
410-822-1111
mhrobar@eastonmd.gov

800.927.8610 • WWW.PYEBARKERFS.COM

The Leader in Fire, Life Safety, and Security Solutions

SCOPE OF WORK

Alarm Engineering will install an IP Eagle Eye Cloud System.

- Replace existing recorder and all cameras
- Existing cameras are on network cable
- Number of switches will depend on how wires are run to the IT rooms currently- AE will ID before job start- 3 EE switches included
- See drawing for camera locations

-PTZ cameras will be replaced with 5MPx 180 degree Turret cameras
*with the exception of the ptz by the hvac units (replace with turret camera)

-Ceiling mount domes will be replaced with 4MPx mini domes
- remove dome from admin office
- remove camera from weight room

-Wall mount domes will be replaced with 4MPX Turret cameras

Set up viewing for 911 Center for remote viewing

*IT help will be required

Customer to provide existing camera names and saved layouts

**Includes 60 days storage @4MPx recorded*

**Higher mpx can be added for specific cameras- additional costs apply -*

**Live view is seen at camera mpx*

INVESTMENT

New

QTY	Description
13	Eagle Eye Camera DX01 180deg MultiSensor 8mpix, ND
13	Camera DT03 Outdoor Turret 4Mpix, NDAA, Starlight,
25	CAMERA DD08 OUTDR DOME 4 MPIX
3	Eagle Eye Switch SW28G 24 Port Gigabit Managed PoE
1	EE Bridge
1	Eagle Eye Bridge Complete CB701 Setup
13	EAGLE EYE WALL ARM
13	Eagle Eye Camera Low Porfile Junction Box BX12
6	8MP DD11 Outdoor Vandal Dome Camera

Professional Services:

Description	Billing Freq.	Ext.Price
Eagle Eye Video Complete 701	Annually	\$9,744.00

System Investment

Total Proposal Amount **\$64,475.88**

THIS IS NOT AN INVOICE. DO NOT PAY. INVOICE TO BE PROVIDED.

Deposit Due in Advance	\$32,237.94
Balance Due Upon Completion	\$32,237.94
Recurring Services Total Monthly	\$812.00

542 TOTAL - \$48,720 5425
542 TOTAL - \$113,195.88

Acceptance of proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted (subject to credit approval.) You are authorized to do the work as specified.

Pricing is valid for 7 days from the date proposal was submitted to contractor/customer.

Progress Billing will be applied to this proposal.

Easton Police
Company Date

Salisbury, MD - W Zion Rd
Company Date

Authorized Signature

Authorized Signature

Printed Name Title

Printed Name Title

410-822-1111
Phone Fax

410-546-2210 443-978-0552
Phone Fax

mhrobar@eastonmd.gov
Email

jodi.garvin@pyebarkerfs.com
Email

0
Purchase Order Number

DE: 2022711991 MD: 21PLU-SS2818 VA: 11-30249

TERMS AND CONDITIONS

This proposal is subject to the Pye-Barker General Terms and Conditions located at <https://pyebarkerfs.com/generalterms>. By signing or receiving services under this proposal, you acknowledge that you have reviewed such terms and conditions and that they will be incorporated into the proposal by reference. This proposal, including the incorporated General Terms and Conditions, contains the complete and final agreement between the parties with respect to the subject matter hereof.



Bill to:

City of Easton, MD
 106 West Dover Street
 Easton, Maryland 21601

Location:

City of Easton, MD
 106 West Dover Street
 Easton, Maryland 21601

Quote

Date: 05-08-2026
 Expiration Date: 06-07-2026
 Quote NO: QUO-10519
 Revision ID: 3
 Demand NO: DMND0013211
 Terms: Net 30

Contract Number:	Salesperson:	Reference:	F.O.B.
CCPN CATS is 49-F-1-24/25	Jed Rieke	City of Easton PD Verkada System	Origin

SECTION 1: STATEMENT OF WORK

1. Statement of Work

1. Skyline Technology Solutions is pleased to provide Easton Police Department with a quote for the Verkada CCTV System located at 106 West Dover Street. Skyline Technology Solutions will complete the following Scope of Work based on site survey completed on 12/10/2025.
2. Skyline's understanding is that we will:
 1. Provide and install (14) exterior and (40) interior replacement cameras.

2. Tariff Impacts

1. Effective March 4, 2025, the United States has confirmed a 25% tariff on all goods originating from Canada and Mexico. Additionally, the tariff on goods from China has increased from 10% to 20%, effective the same date. The Canada and Mexico tariffs take effect on March 16, 2025.
2. All prices and quotations provided by Skyline Technology Solutions, LLC are based on current market conditions and do not include any unforeseen tariffs, duties, or government-imposed fees that may be enacted after the date of quotation. If such charges are imposed or adjusted before the final sale, Skyline Technology Solutions, LLC reserves the right to adjust pricing accordingly. Customers will be responsible for any additional costs resulting from these changes.
3. Upon notice of award a refreshed quote to reflect the current market costs will be provided.

3. Scope of Work

1. *Cabling*
 1. Reuse existing cabling.
 2. Reuse existing patch cables.
2. *Video Surveillance System*
 1. Provide, configure, and install (14) exterior cameras.
 1. (6) CH63-E 4x4K Multi-sensor Cameras.
 1. (2) Pendant mounted.
 1. (4) Corner mounted with pendant arms.
 2. (2) CY63-E 2x4K Multi-sensor Cameras.
 1. Pendant mounted.

3. (3) CD63-E 4K Dome Cameras.
 1. Pendant mounted.
4. (1) CD53-E 5MP Dome Camera.
 1. Pendant mounted.
5. (2) CF83-E Fisheye Cameras
 1. Wall mounted.
2. Provide, configure, and install (40) interior cameras.
 1. (27) CD53 5MP Dome Cameras.
 2. (1) CD53-E 5MP Dome Camera.
 1. Garage
 3. (3) CD63 4K Dome Cameras.
 4. (2) CD63-E 4K Dome Cameras.
 1. Garage
 5. (7) CM42 5MP Mini Dome Cameras
 1. Holding Cells
 2. Includes IK12 vandal enclosures.
3. (54) VMS/Camera Licenses will be applied to Customer Verkada VMS.
4. (54) cameras will be enrolled into Customer Verkada Cloud VMS.
5. All cameras provided have onboard video storage for 30 days.
3. *Verkada Reoccurring License will be set at the time of signed proposal and be valid for (5) years.*

4. **Assumptions**

1. *General*
 1. All work will be performed during normal business hours of 7am - 5pm.
 2. Access to a free and clear workspace will be granted by the customer.
 3. Skyline will confirm that all existing equipment and cabling that are to be reused or relocated will be operational prior to project initiation. All nonfunctioning equipment and cabling will be addressed by a Change Order quote.
 4. Price assumes permits are not needed.
2. *Cabling By Others*
 1. Cabling will be installed per the National Electrical Code® (NFPA standard 70-1999 or current).
 2. Cabling will comply with all local codes and regulations (including permitting).
 3. Cabling will be properly supported to building structures.
 4. Cabling will not be attached to or share a conduit with anything associated with Fire and Safety systems.
 5. Cabling will be installed at least 8" away from any lighting and electrical equipment.
 6. Cabling will be free of any physical damage.
 7. Cabling will be installed point to point with all penetrations, sleeves, and fire-stopping.
 8. Cabling will be installed in accordance with the manufacturer's recommendations and limitations.
 9. Cabling will be tested and certified.
 10. Costs associated with improperly installed cable, improper engineering and/or exceeding cable distance limitations is not provided for.
 11. Any non-compliance and/or delays caused will need to be addressed on a Time & Materials basis at prevailing rates.
 12. All materials and labor provided by others are not covered under the Skyline warranty.
 13. Skyline cannot guarantee the integrity of the existing cables to be reused. If the existing cables cannot meet the performance requirements of the applicable standard certification test, Skyline will notify the point of contact and may replace the cables by means of an approved Change Order.
3. *Cabling By Skyline*
 1. All cable pathways are accessible.
 2. Patching drywall and painting are excluded from the proposal except when stated in the Scope of

Work.

3. Core holes are excluded from proposal except when stated in the Scope of Work.
4. Low-voltage boxes, string, and conduit are excluded from proposal except when stated in the Scope of Work.
5. Exterior wiremold or surface mount raceway is excluded from proposal except when stated in the Scope of Work.
6. The existing underground conduit pathway to be utilized for this installation is assumed to be viable, unobstructed, and capable of being traversed. Conduits which are found to be non-viable or obstructed will not be utilized by Skyline unless they are repaired or replaced by others or repaired or replaced by Skyline by means of an approved change order.

4. **Video Surveillance**

1. All camera views will be verified by the end user within (1) business day of project completion.
2. The customer will return the completed Customer Requirements Form (CRF) before any equipment is purchased. CRF includes I.P. Address, Device Naming, Power Requirements, Storage Needs, etc.
3. Skyline will have remote access before, during, and after installation.
4. Skyline assumes the customer will replace ceiling tiles if needed.
5. Price assumes all cameras are installed no more than 20' above ground.
6. Price assumes all exterior cameras will be mounted on gooseneck wall mounts.
7. Price assumes all interior cameras will be surface mounted directly to the walls or ceilings.
8. Skyline cannot guarantee the integrity of the existing cameras to be reused. If the existing cables cannot meet the performance requirements of the applicable standard certification test, Skyline will notify the point of contact and may replace the cameras by means of an approved Change Order.

5. **Provided by Others**

1. (48) 30W POE Network ports.
2. (6) 90W POE Network ports.
3. All Necessary Servers and Workstations.
4. Skyline will provide a separate Customer Requirements Form (CRF) following proposal acceptance, detailing items needed prior to equipment being ordered and/or work being scheduled. Specific items may include, but are not limited to, IP address information, power equipment, switch/patch panel ports, etc.

6. **Training**

1. Price includes (4) hours of training during installation to demonstrate the following:
 1. Verkada Command overview
 2. Video playback
 3. Analytics search
 4. Video backup/archiving

7. **Drawings & Submittals**

1. Submittals are not included in this quote.
2. As-Built drawings are not included in this quote.

8. **Standard Practices**

1. All Category Cable and/or Fiber will be tested with an approved testing device in compliance with Industry testing procedures.
2. This design and installation will comply with all federal, state, county, and municipal codes and regulations, the National Electric Code (NEC), National Fire Protection Assn. (NFPA), ANSI/EIA/TIA - 568A & 569 for building telecommunication wiring and pathway.



3. All cable, outlets, termination panels, and devices will be machine-printed labeled using a sequence to match the floor plan and/or customer-provided labeling scheme.
4. All Skyline-provided equipment will be tested in our lab before being installed at the customer location to reduce RMAs.
5. Video Surveillance will comply with standards set forth in the National Electric Code (NEC) Internet Connection Article 725, requirements for minimum wire sizes, adjustment factors, overcurrent protection, insulation requirements, wiring methods, and materials.
6. Access Control System will comply with standards set forth in the National Electric Code (NEC) Internet Connection Article 725, requirements for minimum wire sizes, adjustment factors, overcurrent protection, insulation requirements, wiring methods, and materials.

SECTION 2: BILL OF MATERIALS

Part Number	Description	Qty	MSRP	Disc%	Unit Price	Amount
CD63-512-HW	Verkada CD63 Indoor Dome Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	3	\$1,699.00	37.3%	\$1,065.27	\$3,195.81
CF83-512E-HW	Verkada CF83-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 512GB of Storage, Maximum 30 Days of Retent	2	\$1,799.00	37.3%	\$1,127.97	\$2,255.94
CD53-256-HW	Verkada CD53 Indoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention	27	\$1,299.00	37.3%	\$814.47	\$21,990.69
CD53-256E-HW	Verkada CD53-E Outdoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention	2	\$1,499.00	37.3%	\$939.87	\$1,879.74

Part Number	Description	Qty	MSRP	Disc%	Unit Price	Amount
CD63-512E-HW	Verkada CD63-E Outdoor Dome Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	5	\$1,899.00	37.3%	\$1,190.67	\$5,953.35
MISC JOB MATERIALS	MISC JOB MATERIALS - includes conduit and consumables	1	\$0.00	0%	\$1,855.70	\$1,855.70
Non-Serialized Part - See Description	CH63-2TBE-H Verkada CH63-E Outdoor Four-Camera Multisensor Camera, 2TB, 30 Days Max	6	\$4,199.00	37.3%	\$2,632.77	\$15,796.62
Non-Serialized Part - See Description	CY63-1TBE-HW Verkada CY63-E Outdoor Two-Camera Multisensor Camera, 1TB, 30 Days Max	2	\$2,799.00	37.3%	\$1,754.97	\$3,509.94
FREIGHT	Freight Charges - Verkada	1	\$1,310.00	0%	\$1,310.00	\$1,310.00
CM42-256-HW	Verkada CM42 Indoor Mini Dome Camera, 5MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention	7	\$699.00	37.3%	\$438.27	\$3,067.89

Part Number	Description	Qty	MSRP	Disc%	Unit Price	Amount
Non-Serialized Part - See Description	OYSTA-4 Clear polycarbonate protective all-purpose camera cover dome.	7	\$0.00	0%	\$152.90	\$1,070.30
ACC-MNT-PEND-1	Verkada Pendant Cap Mount	4	\$69.00	37.3%	\$43.26	\$173.04
ACC-MNT-HPEND-1	Verkada Four-Camera Multisensor Pendant Cap Mount	6	\$139.00	37.3%	\$87.15	\$522.90
ACC-MNT-CORNER-1	Verkada Corner Mount	4	\$199.00	37.3%	\$124.77	\$499.08
ACC-MNT-CJBOX-1	Verkada Circle Junction Box Mount	3	\$109.00	37.3%	\$68.34	\$205.02
ACC-MNT-XLARM-1	Verkada Large Arm Mount (PTZ)	8	\$159.00	37.3%	\$99.69	\$797.52
ACC-MNT-YPEND-1	Verkada Two-Camera Multisensor Pendant Cap	2	\$109.00	37.3%	\$68.34	\$136.68
ACC-MNT-ARM-1	Verkada Arm Mount	4	\$99.00	37.3%	\$62.07	\$248.28
Non-Serialized Part - See Description	Oystashell - Security Screw Kit Hexstar kit for Oystashell Installation	7	\$0.00	0%	\$7.43	\$52.01
FREIGHT	Freight Charges - Oystashell	1	\$0.00	0%	\$38.49	\$38.49

Part Number	Description	Qty	MSRP	Disc%	Unit Price	Amount
LIC-CAM-MLT4-5Y-CAP	Verkada 5-Year Four-Camera Multisensor License, Capacity Increase	6	\$2,999.00	37.3%	\$1,880.37	\$11,282.22
LIC-CAM-MLT2-5Y-CAP	Verkada 5-Year Two-Camera Multisensor License, Capacity Increase	2	\$1,799.00	37.3%	\$1,127.97	\$2,255.94
LIC-CAM-5Y-CAP	Verkada 5-Year Camera License, Capacity Increase	46	\$999.00	37.3%	\$626.37	\$28,813.02
SKY-LB-FAC SPEC II	Facilities Specialist Level II	228			\$120.83	\$27,549.24
SKY-LB-SEC ENG	Engineer, Physical Security	19			\$168.96	\$3,210.24
SKY-LB-PROJECT MGR	Project Manager	30			\$168.96	\$5,068.80



SECTION 3: SUMMARY

Return POs by email to your Salesperson or email to contracts@skylinenet.net.

Please include the following on your PO:

- Ship To Adress and Site Contact Name
- Invoicing Name and Address or Email
- PO Number and Master Contract Number
- Quantities and Part Numbers
- Order Date
- Chassis Serial #(s) - Maintenance Requests

FOB = Origin

Labor Subtotal	\$35,828.28
Materials Subtotal	\$106,910.18
QUOTE TOTAL	\$142,738.46

Authorized Signature

Print Name and Title

Date

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Cook and Andy Kitzrow
DATE: May 20, 2026
PREPARED BY: 1st Sgt. Patrick Sally 0135

EVENT: 2026 4th of July Celebration / Carnival

APPLICANT: Mark Hurlock – Knights of Columbus

LOCATION: Open field at St Michaels Rd / Marlboro Rd (near Target)

DATE/TIME: June 24 – July 4, 2026 (rain date for fireworks July 5th)
6pm – 11pm daily during carnival
6pm – 11pm on day of fireworks

ATTENDANCE: 2,000 – 3,000

PURPOSE: Annual Carnival and 4th of July fireworks

SPECIAL REQUESTS:

- 2 Officers each evening to work security at the Carnival
- Event security and traffic control assistance for the carnival/fireworks on July 4th
- Parking restrictions to be posted during the carnival on Marlboro Rd and access road to Target
- Partial closure of Marlboro Rd during the Carnival / Fireworks on July 4th

APPROXIMATE COST:

- Carnival Security for 10 days (not including July 4th) – approx. \$6,500
- July 4th Carnival Security and Traffic Control – approx. \$9,900.00

RECOMMENDATIONS:

Recommend approval.

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Cook and Andy Kitzrow
DATE: May 26, 2026
PREPARED BY: 1st Sgt. Patrick Sally 0135

EVENT: Hispanic Heritage Month Event

APPLICANT: Victoria Lozano – Chesapeake Multicultural Resource Center

LOCATION: East Ave – between Dover St and August St

DATE/TIME: Sept 19, 2026 12am – 5pm

ATTENDANCE: Approximately 300 - 400

PURPOSE: Celebrate Hispanic heritage month

DETAILS:

- Vendors

SPECIAL REQUESTS:

- Street closure – East Ave and use of a small pa system – 11am to 6pm

EPD CONCERNS:

- None

APPROXIMATE COST:

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

RECOMMENDATIONS: Approve

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Cook and Andy Kitzrow
DATE: May 20, 2026
PREPARED BY: 1st Sgt. Patrick Sally 0135

EVENT: Frederick Douglas Parade

APPLICANT: Jeannie Whitesell – Frederick Douglass Honor Society

LOCATION:

- Parade Route: Start at Easton Elem. School, east on Glenwood Ave, north on Washington Street to Circuit Courthouse.
- West Street / Old Gas Plant Lot – Vendor area
- Circuit Court lawn - Assembly

DATE/TIME: Sept 26, 2026

ATTENDANCE: 400 to 500

PURPOSE: Celebrate life, legacy, history of Frederick Douglass

DETAILS:

- Street closures on West Street from 6am – 5pm to allow for setup
- Vendors will be setup in Old Gas Plant Lot from 7am – 4:30pm
- Parade starts at 10am and ends at Circuit Courthouse where there will be an assembly

SPECIAL REQUESTS:

- Closure of streets during parade (begins at 10am)
- Police to lead parade
- Closure of West Street from Dover St to entrance to EPD parking lot (6am-5pm) to allow for set-up of tent, etc.
- Closure of Old Gas Plant Lot for vendors (7am-5pm)
- No parking to be posted along parade route and in front of Circuit Courthouse

EPD CONCERNS:

- None

APPROXIMATE COST:

- 7 traffic control posts during parade – 2 hour per post = Approx. **\$910.00**
- No Parking and street closure barricades to be set by on-duty personnel
- Lead car to be provided by on-duty personnel

RECOMMENDATIONS:

- Recommend approval.



May 4, 2026

Mayor and Town Council
14 South Harrison Street
Easton, MD 21601

RE: Proposed Material PUD Amendment - General Application for Lowe's Home Centers, Inc.

Dear Mayor Cook and Easton Town Council Members:

The Easton Planning and Zoning Commission recently reviewed a material amendment to the previously approved Planned Unit Development (PUD) (Zoning Ordinance No. 487) for the expansion of the outdoor display area, and a parking waiver of 34 vehicle spaces. The PUD is identified as Lowe's Home Centers, Inc. and is located at 501 Glebe Road. The Applicant is listed as Lowe's Home Centers, Inc. Todd Bartok, represented the property-owner at our meeting. At the conclusion of the April meeting, the Commission voted unanimously (5-0) to approve the material PUD amendment request subject to the following conditions:

1. The Applicant shall complete the required plantings for the Seasonal/Long-Term Temporary Storage location as per the approved August 20, 2025 Outdoor Sales & Display Plan (application 2025 - 1447).
2. The final approval of the parking waiver is contingent upon the approval of a PUD amendment by the Easton Town Council.
3. The Applicant shall resolve all outstanding Code and Property Maintenance violations (Case # 26-0240) prior to final Council approval.
4. The Applicant shall replace dead and/or diseased plantings in the previously approved Landscape Plan from the original PUD by December 31, 2026.

The Commission voted (5-0) to forward a favorable recommendation to the Town Council, for approval of the PUD amendment, finding that it is consistent with the current Comprehensive Plan. Should the Council approve the material PUD amendment, the Commission respectfully recommends that the Applicant satisfy the listed conditions before final approval is granted.

If you should have any questions concerning these recommendations, please feel free to contact me or either the Town Planner or Town Attorney, both of whom can speak to our actions in this matter.

Regards,

Easton Planning and Zoning Commission

Philip Toussaint, Chair

Resolution No. 6223

WHEREAS, the Town of Easton seeks to strategically plan for future capital investments while maintaining a strong and sustainable reserve balance,

WHEREAS, The Town seeks to establish a Capital Replacement Investment Fund through an amendment to the Town's Reserve Funds Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EASTON THAT THE FOLLOWING CHANGES ARE HEREBY ADOPTED:

Town of Easton Reserve Funds Policy

General:

The objectives of this policy are to provide working capital for the Town to meet cash flow needs during the year and stabilize fluctuation from year to year; provide for unanticipated and emergency cash needs; and to preserve the credit worthiness of the Town for borrowing necessary funds at favorable rates.

Methodology:

The Town will take a three-tiered approach to reserve funds consisting of the following specific items:

1. General Fund Balance Target
2. Budget Stabilization Fund
3. Capital Investment Fund

Definitions:

Accrual Basis - The basis of accounting under which transactions are recognized when they occur regardless of the timing of related cash flows.

Capital Assets - See Fixed Assets

Capital Facilities - Fixed assets such as land, building, highway, drainage or water or sewer facilities, and initial or additional equipment for buildings.

Capital Outlay - Expenditures for the acquisition of or addition to fixed assets.

Capital Investment Fund - Restricted cash funds designated for the renovation, replacement, and expansion of Town-owned capital assets, including equipment, vehicles, and facilities.

Expenditures - Decreases in net financial resources. Expenditures include current operating expenses which require the current or future use of net current assets, debt service, and capital outlays.

Fiscal Year - The 12 month period ending June 30.

Fixed Assets - Assets of a long-term character which are intended to continue to be held or used; such as land, buildings, machinery, furniture, and other equipment.

Fund - A fiscal and accounting entity with a self-balancing set of accounts, segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations.

Fund Balance - The cumulative result of operations. Fund Balance does not represent cash but is the result of Assets minus Liabilities.

General Fund - The fund which is used to account for all transactions of a governmental unit, except those required to be accounted for in another fund.

Revenue - Increases in net financial resources from other than expenditure refunds, expense refunds, capital contributions, and residual equity transfers.

General Fund Balance

The General Fund Balance shall be maintained as of June 30 annually equal to a minimum of two months, and a maximum of four months, of the following fiscal years budgeted total general fund expenditures. In this case, total budgeted general fund expenditures include all operating expenditures and all transfers from the general fund to other funds. For the first four years following passage of this policy, a minimum of two weeks of total budgeted general fund expenditures will be appropriated until the two-month minimum balance referred to above is reached.

A General Fund Balance deficit or shortage will be brought into compliance with this policy by either:

1. An appropriation to the contingency account within the general fund equal to the amount necessary to bring the expected general fund balance by the end of the upcoming fiscal year; or
2. A transfer from the Budget Stabilization Fund.

If the General Fund Balance exceeds the three months of the following years budgeted total general fund expenditures, any excess will be transferred by the Finance Officer to the Budget Stabilization Fund and/or Capital Investment Fund. Once the Budget Stabilization Fund and General Fund Balance reach four months of the following years budgeted total general fund expenditures, any excess shall be transferred to the Capital Investment Fund.

Budget Stabilization Fund

The Finance Officer will set up and maintain a Budget Stabilization Fund which is intended to provide funding for future use when estimated General Fund revenues decline substantially during the fiscal year or the General Fund Balance is below the minimum specified above. The Budget Stabilization Fund specifically is not for use in providing funding for previously unbudgeted expenditures except in the case of a natural emergency such as a blizzard or hurricane or a manmade catastrophe as specified below. In order to utilize the Budget Stabilization Fund for a natural emergency or a manmade catastrophe or

when revenues decline substantially during the fiscal year, an Executive Order must be issued and signed by the Mayor.

The Budget Stabilization Fund shall be maintained as of June 30 annually equal to a minimum of two months, and a maximum of four months, of the following fiscal years budgeted general fund expenditures. In this case, total budgeted general fund expenditures includes all operating expenditures and all transfers from the general fund to other funds.

Funding for the Budget Stabilization Fund will be through budgeted appropriations from the General Fund in an amount necessary to provide not less than two weeks of total budgeted general fund expenditures until the targeted amount in the paragraph above is met. Any General Fund Balance amount in excess of the maximum of four months of total budgeted general fund expenditures stated above will be automatically transferred into the Budget Stabilization Fund or Capital Investment Fund.

Suspension of the Town of Easton Reserve Funds Policy

The provisions of this policy will automatically be suspended if the Town suffers a catastrophic Act of God or a manmade catastrophe or other cause beyond the reasonable control of the Town. Such suspension will require a Presidential declaration of a federal disaster area (the declaration required for FEMA involvement is the declaration anticipated by this policy) or State declaration of a state disaster area (the declaration required for MEMA involvement) and a written Executive Order issued by the Mayor.

Town of Easton Reserve Funds Policy Example

General Fund

Fund Balance June 30, Year X \$100,000
Budgeted General Fund Expenditures, Year X+1 \$11,000,000

Minimum Required Fund Balance under policy
[((\$11,000,000 / 12 months) X 2 months) \$1,833,333

Minimum Required Appropriation to contingency

First 4 years of this policy
[((\$11,000,000 / 52 weeks) X 2 weeks) \$423,077
Less: Existing Fund Balance, Year X \$100,000
Appropriation Required Year X+1 \$323,077

Minimum Required Appropriation to contingency

After policy in effect for 4 years
[((\$11,000,000 / 12 months) X 2 months) \$1,833,333
Less: Existing Fund Balance, Year X \$100,000
Appropriation Required Year X+1 \$1,733,333

Budget Stabilization Fund

Functions exactly the same as above except funds are physically transferred from the General Fund. Additionally, any amount excess to the General Fund Balance requirement is transferred to this fund for potential emergency use in the future.

Resolution Number ~~5859~~ TBD

WHEREAS, the Town of Easton ~~seeks to strategically plan for future capital investments while maintaining a strong and sustainable reserve balance, has been experiencing fiscal shortages which must be addressed; and~~

WHEREAS, ~~The Town seeks to establish a Capital Investment Fund through an amendment to the Town's Reserve Funds Policy, one prudent step to address the fiscal issues is the adoption of a reserve policy.~~

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EASTON THAT THE FOLLOWING ~~CHANGES ARE POLICY IS~~ HEREBY ADOPTED:

Town of Easton Reserve Funds Policy

General:

The objectives of this policy are to provide working capital for the Town to meet cash flow needs during the year and stabilize fluctuation from year to year; provide for unanticipated and emergency cash needs; and to preserve the credit worthiness of the Town for borrowing necessary funds at favorable rates.

Methodology:

The Town will take a ~~two-tiered~~ three-tiered approach to reserve funds consisting of the following specific items:

1. General Fund Balance Target
2. Budget Stabilization Fund
- ~~2-3.~~ Capital Investment Fund

Definitions:

Accrual Basis - The basis of accounting under which transactions are recognized when they occur regardless of the timing of related cash flows.

Capital Assets - See Fixed Assets

Capital Facilities - Fixed assets such as land, building, highway, drainage or water or sewer facilities, and initial or additional equipment for buildings.

Capital Outlay - Expenditures for the acquisition of or addition to fixed assets.

Expenditures - Decreases in net financial resources. Expenditures include current operating expenses which require the current or future use of net current assets, debt service, and capital outlays.

Fiscal Year - The 12 month period ending June 30.

Fixed Assets - Assets of a long-term character which are intended to continue to be held or used; such as land, buildings, machinery, furniture, and other equipment.

Fund - A fiscal and accounting entity with a self-balancing set of accounts, segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations.

Fund Balance - The cumulative result of operations. Fund Balance does not represent cash but is the result of Assets minus Liabilities.

General Fund - The fund which is used to account for all transactions of a governmental unit, except those required to be accounted for in another fund.

Revenue - Increases in net financial resources from other than expenditure refunds, expense refunds, capital contributions, and residual equity transfers.

General Fund Balance

The unassigned General Fund Balance shall be maintained as of June 30 annually equal to a minimum of two months, and a maximum of four months, of the following fiscal years budgeted total general fund expenditures. In this case, total budgeted general fund expenditures ~~includes~~include all operating expenditures and all transfers from the general fund to other funds. For the first four years following passage of this policy, a minimum of two weeks of total budgeted general fund expenditures will be appropriated until the ~~two-month~~two-month minimum balance referred to above is reached.

A General Fund Balance deficit or shortage will be brought into compliance with this policy by either:

1. An appropriation to the contingency account within the general fund equal to the amount necessary to bring the expected general fund balance by the end of the upcoming fiscal year; or
2. A transfer from the Budget Stabilization Fund.

If the General Fund Balance exceeds the four months of the following years budgeted total general fund expenditures, any excess will be transferred by the ~~Town Clerk~~ Finance Officer to the Budget Stabilization Fund ~~and/or Capital Investment Fund~~.

Budget Stabilization Fund

The ~~Town Clerk~~Finance Officer will set up and maintain a Budget Stabilization Fund which is intended to provide funding for future use when estimated General Fund revenues decline substantially during the fiscal year or the General Fund Balance is below the minimum specified above. The Budget Stabilization Fund specifically is not for use in providing funding for previously unbudgeted expenditures except in the case of a natural emergency such as a blizzard or hurricane or a manmade catastrophe as specified below. In order to utilize the Budget Stabilization Fund for a natural emergency or a manmade catastrophe or when revenues decline substantially during the fiscal year, an Executive Order must be issued and signed by the Mayor.

The Budget Stabilization Fund shall be maintained as of June 30 annually equal to a minimum of two months, and a maximum of four months, of the following fiscal years budgeted general fund expenditures. In this case, total budgeted general fund expenditures includes all operating expenditures and all transfers from the general fund to other funds.

Funding for the Budget Stabilization Fund will be through budgeted appropriations from the General Fund in an amount necessary to provide not less than two weeks of total budgeted general fund expenditures until the targeted amount in the paragraph above is met. ~~Any General Fund Balance amount in excess of the maximum of four months of total budgeted general fund expenditures stated above will be automatically transferred into the Budget Stabilization Fund. If the Budget Stabilization Fund exceeds the four months of the following years budgeted total general expenditures, any excess will be transferred by the Finance Office to the Capital Investment Fund.~~

Capital Investment Fund

~~The Capital Investment Funds is restricted cash funds designated for the renovation, replacement, and expansion of Town-owned capital assets, including equipment, vehicles, and facilities. Excess General Funds maybe be transferred into the Capital Investment under either of the following conditions:~~

- ~~1. The General Fund Balance exceeds the three-month balance, the Mayor may elect to transfer a portion of the excess funds into the Capital Investment Fund; or,~~
- ~~2. The Budget Stabilization Fund and General Fund Balance reach four-month maximum balance,~~

Suspension of the Town of Easton Reserve Funds Policy

The provisions of this policy will automatically be suspended if the Town suffers a catastrophic Act of God or a manmade catastrophe or other cause beyond the reasonable control of the Town. Such suspension will require a Presidential declaration of a federal disaster area (the declaration required for FEMA involvement is the declaration anticipated by this policy) or State declaration of a state disaster area (the declaration required for MEMA involvement) and a written Executive Order issued by the Mayor.

Town of Easton Reserve Funds Policy Example

General Fund Balance & Budget Stabilization Fund

Fund Balance June 30, Year X	\$100,000
Budgeted General Fund Expenditures, Year X+1	\$11,000,000
Minimum Required Fund Balance under policy	
[((\$11,000,000 / 12 months) X 2 months)	\$1,833,333
Minimum Required Appropriation to contingency	
First 4 years of this policy	
[((\$11,000,000 / 52 weeks) X 2 weeks)	\$423,077

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Less: Existing Fund Balance, Year X \$100,000
 Appropriation Required Year X+1 \$323,077

Minimum Required Appropriation to contingency

After policy in effect for 4 years
 [(\$11,000,000 / 12 months) X 2 months] \$1,833,333
 Less: Existing Fund Balance, Year X \$100,000
 Appropriation Required Year X+1 \$1,733,333

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Budget Stabilization Fund

Functions exactly the same as above except funds are physically transferred from the General Fund. Additionally, any amount excess to the General Fund Balance requirement is transferred to this fund for potential emergency use in the future.

Budget General Fund Expenditures.....\$30,000,000

- Minimum balance per fund (\$30,000,000 / 12 months x 2).....\$5,000,000
- Maximum balance per fund (\$30,000,000 / 12 months x 4).....\$10,000,000