



Town Council AGENDA

Monday, February 6, 2023 - 5:30 PM
Council Chambers, Easton Town Office
14 S Harrison Street

4:00 PM Workshop to discuss the components of a draft Inclusionary Housing Ordinance.

Workshop attachments.

5:00 PM Audit Outbrief.

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

Opening remarks and Pledge of Allegiance by Councilmember Engle.

Approval of Minutes.

Minutes of the January 17, 2023 meetings.

Municipal Official Items.

Items by Mayor Willey.

Confirm Reappointment of William B. Stagg to Easton Utilities Commission.

Items by the Town Manager.

Public Assembly Event, EEDC for Chesapeake Fire and Ice Festival, 2/17 - 2/20/23.

Public Assembly Event, Academy Art Museum Spring Event - 5/6/23

Public Assembly Event, Pride Festival - 6/17/23

Approval to award bid for stormdrain lining to Pleasants Construction.

Approval to award bid to Breeding for Waterside Village Parking Lot.

Items by the Town Attorney.

Fire Board.

Public Hearing.

5:35 PM To discuss Ordinance No. 794, "AN ORDINANCE OF THE TOWN OF EASTON AUTHORIZING THE TOWN OF EASTON TO SELL LOT 1 AT MISTLETOE HALL COMMERCE-BUSINESS PARK TO PRO WELLNESS GROUP, LLC."

Legislation.

Ordinance No. 794, "AN ORDINANCE OF THE TOWN OF EASTON AUTHORIZING THE TOWN OF EASTON TO SELL LOT 1 AT MISTLETOE HALL COMMERCE-BUSINESS PARK TO PRO WELLNESS GROUP, LLC."

Resolution No. 6160, "A RESOLUTION OF THE TOWN OF EASTON AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT WITH BUILDING AFRICAN AMERICAN MINDS, INC. FOR A GRANT FROM THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT MARYLAND COMMUNITY LEGACY PROGRAM."

Review of Invoices.

Invoices from 1/4 - 1/25/23 totaling \$1,036,510.46.

Public Participation/Comments.

Items by Members of the Council:

Adjournment.

The public can access the meeting as follows:

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

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

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

TOWN OF EASTON, MARYLAND

Easton Affordable Housing Renovation Program For Owner Occupied Homes

**Easton Town Hall
14 South Harrison Street
Easton, Maryland 21601
410-822-2525
www.EastonMD.gov**

A GRANT / LOW INTEREST LOAN PROGRAM TO IMPROVE YOUR HOME:

An opportunity for residents who own and occupy homes as their primary residence and pay property taxes in the town of Easton, MD to apply for a grant or low interest loan through the Town of Easton Affordable Housing Fund for approved renovations to improve the Energy Efficiency, Safety and Livability of their home. *An exception shall be considered for a neighborhood within the town limits of Easton where a homeowner pays ground rent for the property their home is located on. (i.e., Jenson's Hyde Park) and the property owner pays property taxes to the Town of Easton.

APPLICATION:

For the Affordable Housing Board to determine if you are eligible to participate in the Renovation Program, you must complete an application and provide information about your family, income and financial status and the scope of the renovation.

ELIGIBILITY:

Owner Occupied Residential Property:

- Persons who have owned and occupied their home as a primary residence for a minimum of (1) one year are eligible to participate in the program.
- Eligible properties shall have a current year Tax Assessment not exceeding \$275,000.00

INCOME LIMITS:

Your Total Household Income must not exceed the current maximum income limits shown in the table on page #2. Total Household Income may include the annual income of all parties listed as owners on the Property Deed or Title, plus all occupants of the property (18) eighteen years of age and over. Parties listed as co-owners on the Property Deed or Title that do not reside in the property and do not provide financial support for the primary resident, will be required to sign an Affidavit indicating the same and show proof of residency. All parties listed as co-owners on the property Deed or Title will be required to sign all documents relating to any grant or loan. There is an asset cap of \$20,000.00; the asset cap may include but not be limited to; cash, checking and saving accounts, stocks and bonds, other bank accounts, CD's, cash value life insurance policies and other real estate; also included would be Retirement Accounts, IRAs, and 401K's with a value more than \$100,000.00

Last edited 08/01/2022

The Town of Easton **2022 median income is \$85,247** based upon the 2022 Talbot County median income estimate from HUD. Three income categories have been established and include:

Very Low Income: 50% of the Easton median income

Low Income: 50% to 80% of the Easton median income

Moderate Income: 80% to 110% of the Easton median income

The table that follows depicts the maximum income based upon the category, the number of people in your family and is determined using HUD formulas:

Family Size	1	2	3	4	5	6	7	8
Very Low Income	\$ 29,836	\$ 34,099	\$ 38,361	\$ 42,623	\$ 46,033	\$ 49,443	\$ 52,853	\$ 56,263
Low Income	\$ 47,738	\$ 54,558	\$ 61,377	\$ 68,197	\$ 73,653	\$ 79,109	\$ 84,565	\$ 90,020
Moderate Income	\$ 65,640	\$ 75,017	\$ 84,394	\$ 93,771	\$ 101,273	\$ 108,775	\$ 116,276	\$ 123,778

THE GRANT / LOAN PROGRAM:

Grant Program is available for Very Low-Income applicants; please refer to above table for maximum income limits. **If the property is sold within (5) Five years from the date renovations are completed, the Grant funds received shall be repaid from the Grantee to the Easton Affordable Housing Fund at or before the real estate property transfer.**

Deferred No Interest Loan Program is available for Low Income applicants; please refer to above table for maximum income limits. Deferred loans will be recorded. The loan may be paid in full prior to loan term. The loan would be due and repaid when the home is no longer owner occupied is refinanced or is sold, payable to the Easton Affordable Housing Fund at or before the real estate property transfer.

Low Interest Loan Program is available for Moderate Income applicants; please refer to above table for maximum income limits. Loans would be offered at a moderate interest rate and a maximum (10) year term, both to be determined at the time the application is approved. The loan will be recorded with predetermined monthly installments. The loan may be paid in full prior to the loan term. The balance of the loan will be due and repaid when the home is no longer owner occupied is refinanced or is sold. **Current Interest Rate – 3.0%**

The Grant / Loan program would be available for up to \$12,500 per 12-month period originating from the application approval date for a given project with a maximum of \$25,000 per applicant or property address. Should the scope and cost of the required renovations exceed the established loan limits set by the Easton Affordable Housing Board; the Board will recommend and assist the applicant through other programs including but not limited to the Department of Housing and Community Development (DHCD) special loans program.

Last edited 08/01/2022

Applicant Signature _____	Date _____
Applicant Signature _____	Date _____

Applicants must be current on all outstanding mortgages and must present a letter or current monthly statement from all mortgage companies certifying the applicant is in good standing at time of application. **Reverse Mortgages** shall only be considered for approval if the outstanding principle does Not exceed 80% the current Tax Assessment of the property.

Public Records will be checked for any bankruptcies, outstanding judgments or liens against the applicant or the property.

THE RENOVATION PROJECT:

Program details and applications will be available during regular hours at the Town of Easton office, 14 S Harrison Street, Monday through Friday 8:30am – 4:00pm.

Applicants may choose from a list of approved contractors or submit a contractor of their choice for approval by the Affordable Housing Board. All approved contractors must be licensed by the State of Maryland.

Approved renovation projects must follow a designated timeline for completion set and agreed to by the Affordable Housing Board and the selected contractor.

Approved renovation projects must follow code and permit regulations as established by the Town of Easton. Contractors will be responsible for obtaining and for the cost of all necessary permits.

Payment for completed projects will be paid directly from the Affordable Housing Fund by the administrator of the fund and paid directly to the contractor after all invoices are approved by the applicant and all inspections are completed. Inspections will be conducted by the Town of Easton Permits and Inspections Department for code compliance.

RENOVATION PROJECTS:

May include but not be limited to.

Energy Efficiency.

- Replacement windows and doors
- Increased insulation
- Replacement of failing or failed HVAC systems
- Replacement of defective or damaged roofs
- New siding
- Weatherization projects

SAFETY:

- Replace defective or damaged front and/or rear steps
- Addition of disability ramp
- Addition or replacement of locks
- Replacement of damaged floors
- Mold remediation
- Lead paint issues

LIVABILITY:

- Update electrical systems
- Update plumbing systems
- Building Code Violations
- Code Enforcement
- Accessibility Accommodations

AFFORDABLE HOUSING FUND 01-09-2023

TC0601

INCOME

Easton Village	\$	1,396,428.45	permits	85 *	\$	16,428.57
	\$	275,000.00	renovation	\$ 25,000.00	* - possibly overpaid	
	\$	75,000.00	8/31/2017			
	\$	75,000.00	6/1/2018			
Ashby Commons	\$	84,363.61	permits	29 *	\$	2,909.09
Contributions	\$	72,000.00		2,006	2007	2009
				\$ 50,000.00	** 2006 income may be incorrectly posted	
Misc. Donations	\$	1,650.00		2011	2012	2014
Chapel Road House	\$	159,710.00				
Returned Grant	\$	7,310.00				
<u>TOTAL REVENUE</u>	\$	<u>2,146,462.06</u>		\$ 2,071,462.06	After Above Ajustments	

EXPENSES

Professional Services	\$	71,096.01		
Chapel Road House	\$	166,245.50		
Renovations	\$	180,065.06		
Marketing	\$	4,131.98		
Misc.	\$	634.54		
Utilities	\$	229.23		
<u>TOTAL EXPENSES</u>	\$	<u>422,402.32</u>	\$	422,402.32

<u>NET INCOME</u>	\$	1,724,059.74	\$ 1,649,059.74	After Above Ajustments
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ANTICIPATED ADDITIONAL EXPENSES BEYOND 01-09-2023

Renovation Exposure \$ **60,000.00**

3 grants pending / \$32,500 - 3 potential new applications / \$27,500

Doverbrook \$ **250,000.00**

Renovation Fund Replenish \$ **400,000.00**

NET AHB FUND **\$ 1,014,059.74**

\$ 939,059.74 After Above Ajustments

ANTICIPATED ADDITIONAL INCOME BEYOND 01/09/2023

Easton Village \$ 328,571.40 permits

20 * \$ 16,428.57

Ashby Commons \$ 11,636.36 permits

4 * \$ 2,909.09

Total **\$ 340,207.76**

TOTAL ANTICIPATED REVENUE **\$ 1,354,267.50**

\$ 1,279,267.50 After Above Ajustments

National Association of REALTORS®

Talbot County, MD Smart Growth July 2022

American Strategies designed and administered this telephone survey conducted by professional interviewers. The survey reached 325 adults, age 18 or older, who indicated they were registered to vote in Talbot County, Maryland. The survey was conducted July 18-21, 2022.

Sixty-eight percent of respondents were reached on wireless phones, six percent on VOIP phones, and twenty-seven percent on landlines. Quotas were assigned to reflect the demographic distribution of Talbot County, Maryland. The sample was drawn from a third-party vendor file. The overall margin of error is +/- 5.4%. The margin of error for subgroups is larger and varies.

Percentage totals may not add up precisely due to rounding.

Executive Summary

Residents of Talbot County are overall very satisfied with their quality of life. They value both the historic nature of Talbot's towns and villages and its natural resources, but also understand the need for additional housing – and in particular for more affordable housing for young people and those with lower incomes. Residents are supportive of efforts to develop underused land, so long as this does not impact the natural or historic attractiveness of the county.

- **Residents rank the quality of life in Talbot very highly (86 percent excellent/good).** Nearly four-in-ten (38 percent) say the quality of life is excellent while another 48 percent call it “good.” These numbers vary based on location and income, with lower-income households less likely to rank it as “excellent.”
- **Affordable housing, the cost of living, and homelessness account for 24 percent of voters' top concerns.** When asked to name in their own words the biggest issue facing Talbot County decisionmakers, residents most often cite housing or cost of living issues like affordable housing (13 percent), homelessness (4 percent) or inflation. Many are also concerned about overcrowding and development (16 percent).

Executive Summary

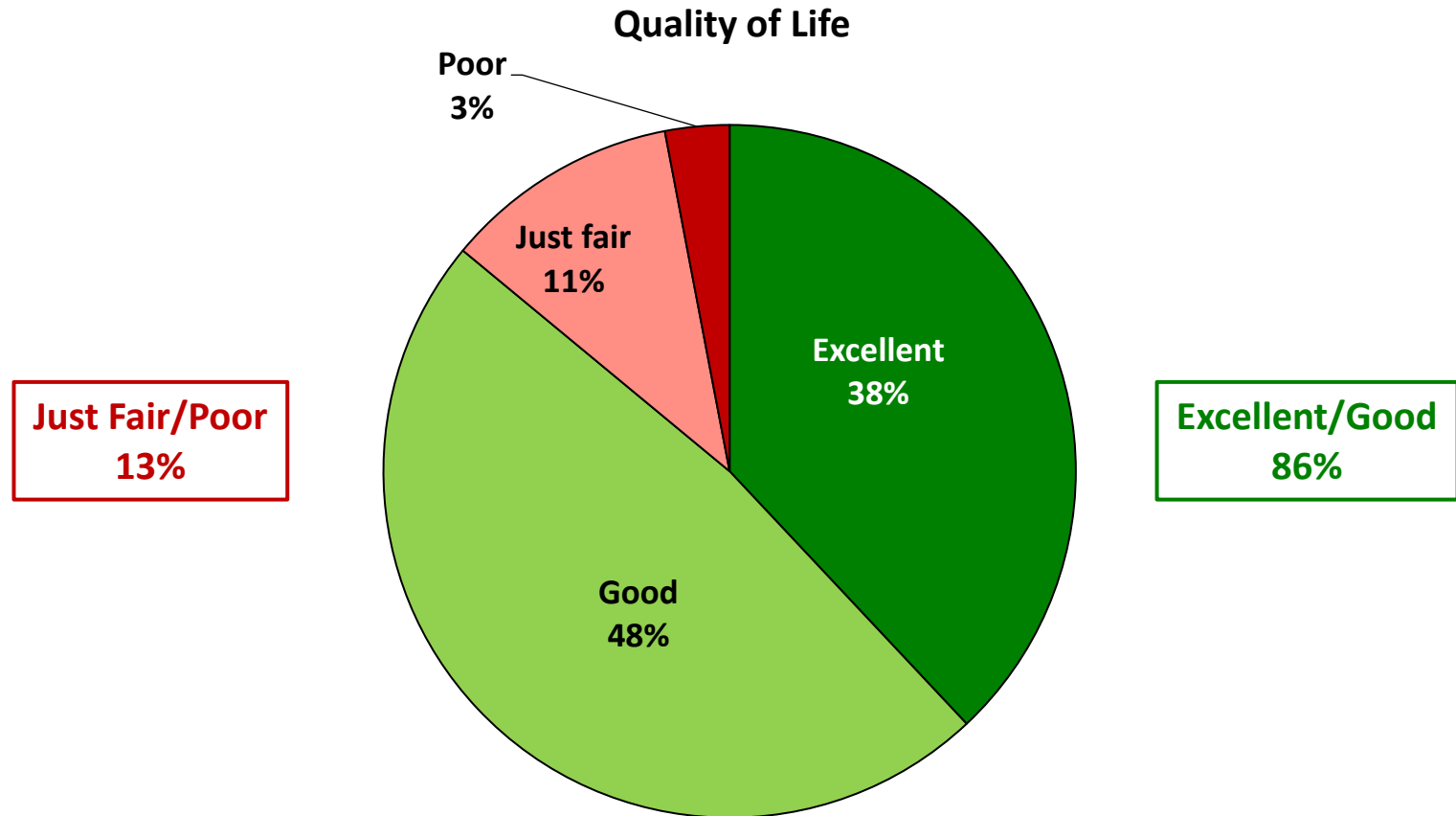
- **Protecting Talbot’s quality of life is a major policy priority for residents, but residents are also concerned about affordable housing.** Protecting the county’s coast, rural areas and historic character top the list of resident’s priorities for local elected officials, but fifty-one percent also say “creating more housing that is affordable to low and middle-income people” is a top priority.
 - Younger residents, Easton residents, and women are more likely to see housing affordability as a top priority.
- **A majority of Talbot residents consider the county’s stock of available housing to be a “fairly big” or “very big” problem (60 percent total), and that housing affordability is a problem (66 percent total).** This was especially pronounced among Easton residents and non-homeowners.
- **Sizeable majorities of residents believe that there is too little housing for people with low incomes and people just starting their careers.** Non-owners and Easton residents also report that there is too little housing available to rent full-time.

Executive Summary

- **Talbot County residents support a range of government-led proposals to increase housing opportunities for the county.** Sixty-seven percent of residents favor (36 percent strongly) a proposal that requires developers to set aside sub-market rate housing for new projects, and 62 percent favor (22 percent strongly) providing tax breaks to developers who do so.
 - Younger women and non-owners are most supportive of these proposals; older residents are least supportive.
 - Support for most of these proposals lack intensity.
- **Residents support utilizing under-developed land for housing.** A majority of residents (61 percent) support Easton annexing unincorporated land from Talbot County as a means to increase housing opportunities and 74 percent support the practice of infill development.
 - While there is some intensity to support for annexation and infill development, most are only “somewhat” supportive of these two measures. It is unclear how existing support would hold up under opposition.

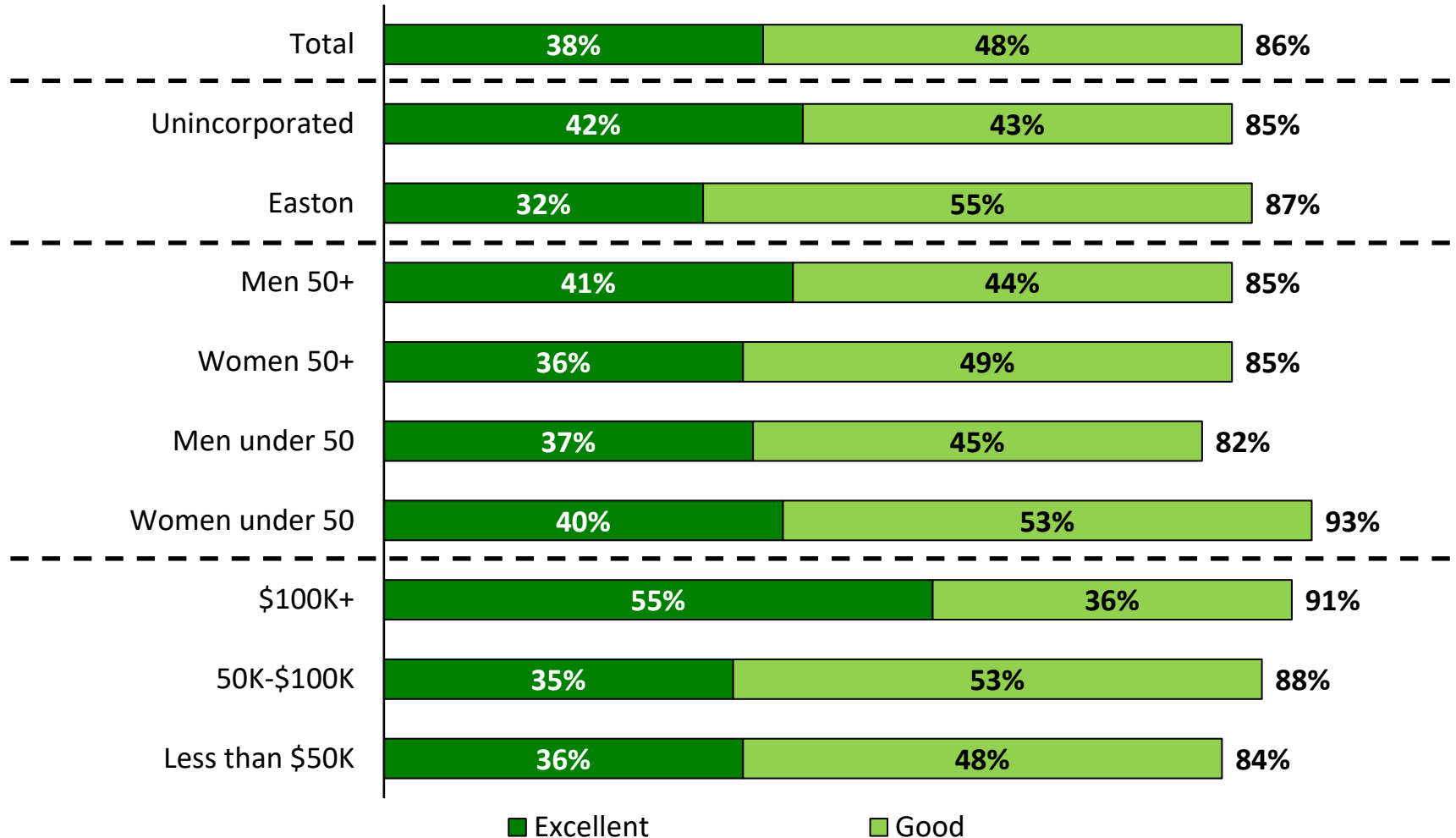
Mood and Priorities in Talbot County

Almost Nine-in-Ten View Quality of Life in Talbot County as Excellent or Good



Quality of Life is High Across Demographic Groups; Intensity Varies

Quality of Life “Excellent/Good” by Municipal District, Gender/Age, and Income

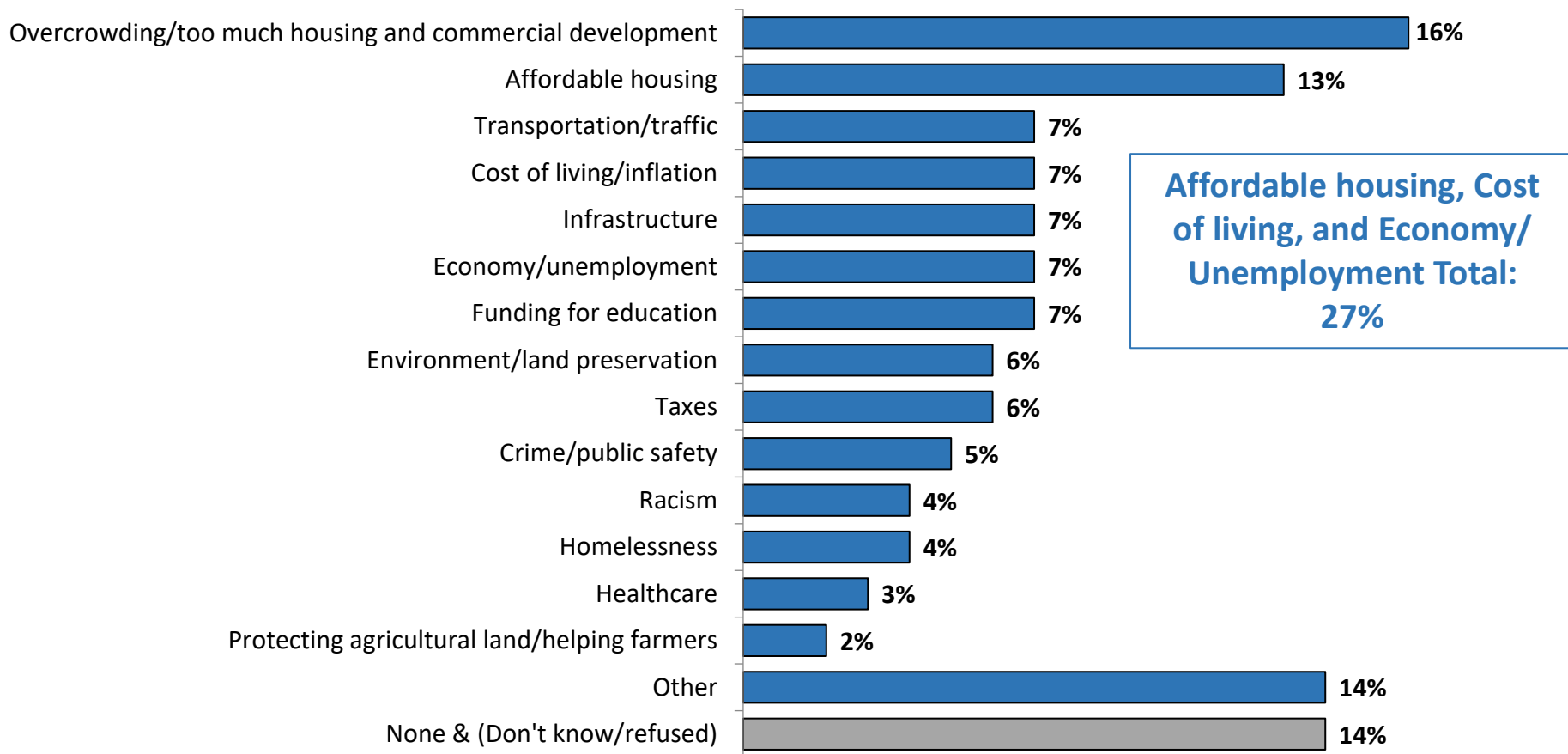


Q.3 Overall, how would you describe the quality of life in Talbot County - (ROTATE FIRST TO LAST, LAST TO FIRST) excellent, good, just fair, or poor?

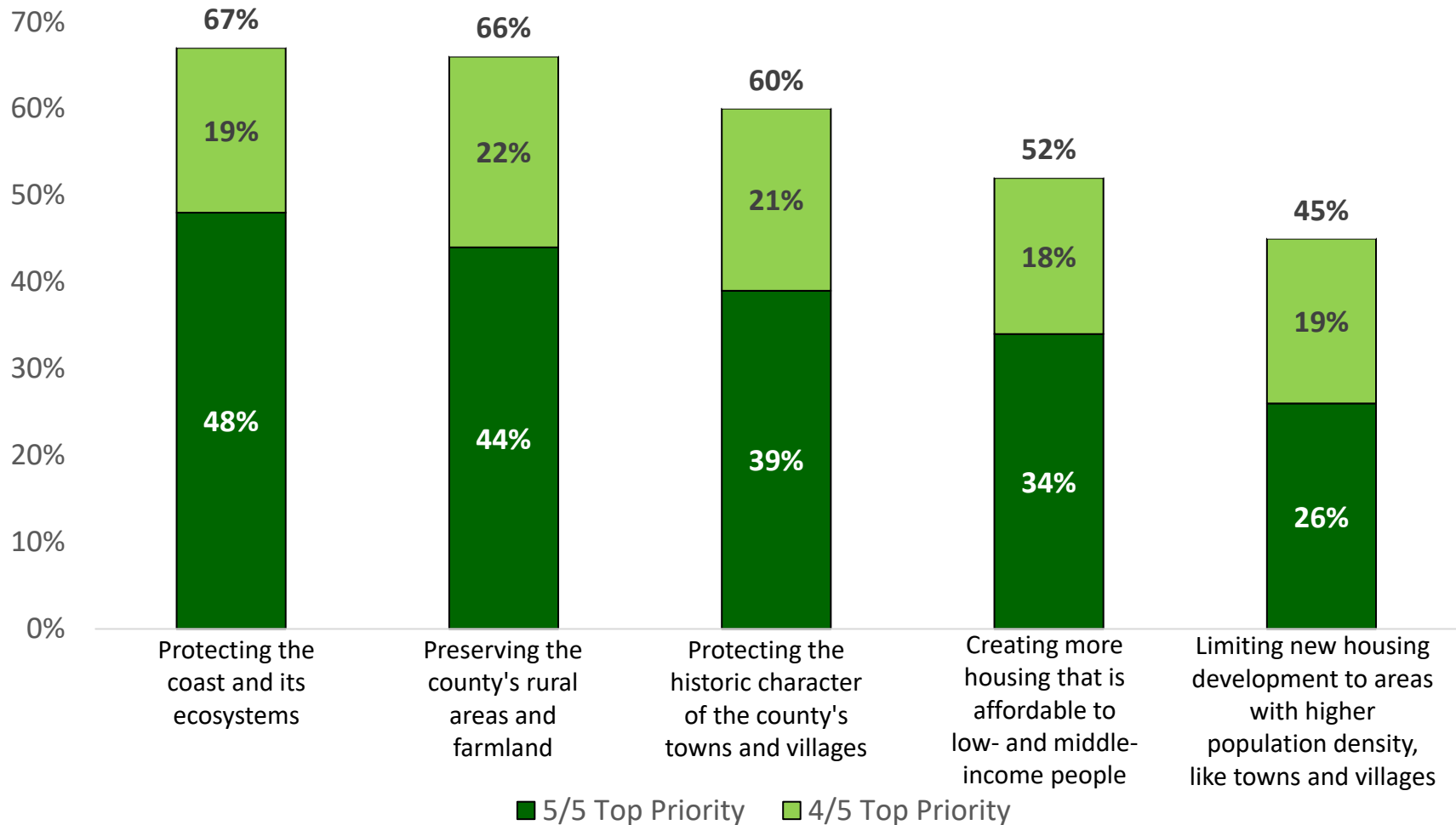
Voters Most Often Cite Overcrowding as Their Top Issue

Affordable housing and cost-of-living considerations rank higher in total

Biggest Issues in Talbot, 2022



Residents Place a High Priority on Protecting the County's Environment, Rural Areas, and Historic Character



Q.5 Next, I am going to read some issues that people say should be a priority for county and town governments in Talbot County. Please rate each of the following using a scale of one to five, where one means that issue is not a priority for you at this time, and five means that issue is a top priority for you at this time.

Protecting the Countryside and Historic Character of Towns More Important to Homeowners, Older Female Residents

Affordable housing more important to non-homeowners

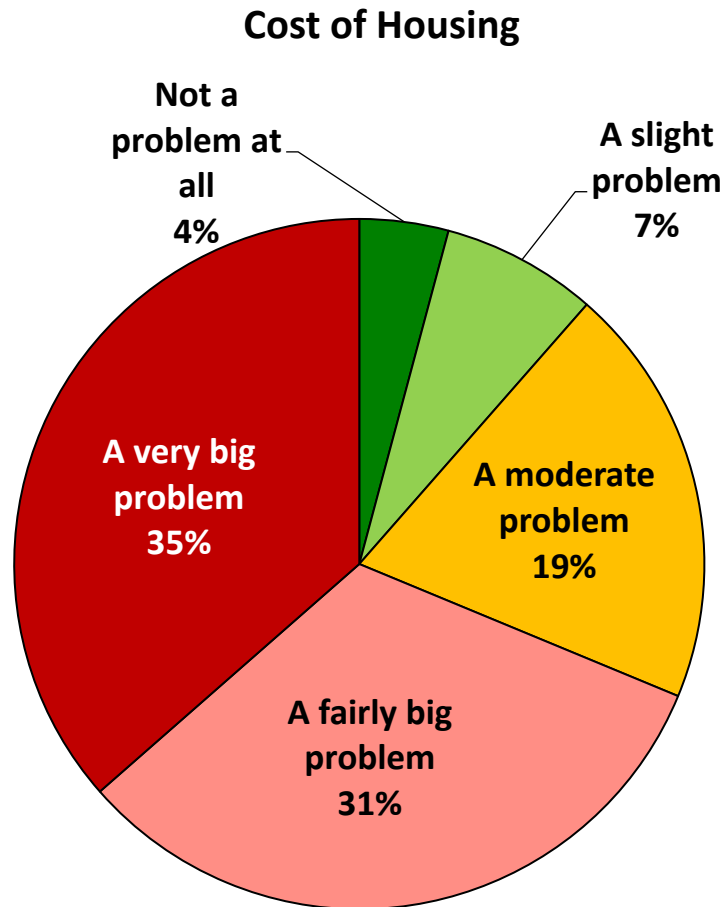
4-5 Scores by Region, Gender/Age, and Homeownership Status	Total	Younger Men	Older Men	Younger Women	Older Women	Own	Total Non - owner
Protecting the coast and its ecosystems	67	63	63	67	75	71	61
Preserving the county's rural areas and farmland	66	60	59	68	72	71	55
Protecting the historic character of the county's towns and villages	59	52	57	45	71	64	45
Creating more housing that is affordable to low- and middle- income people	51	48	39	55	64	44	61
Limiting new housing development to areas with higher population density, like towns and villages	44	45	41	35	51	47	33

Q.5 Next, I am going to read some issues that people say should be a priority for county and town governments in Talbot County. Please rate each of the following using a scale of one to five, where one means that issue is not a priority for you at this time, and five means that issue is a top priority for you at this time. Of course, you can use any number between one and five, the higher the number the higher the priority you place on that issue.

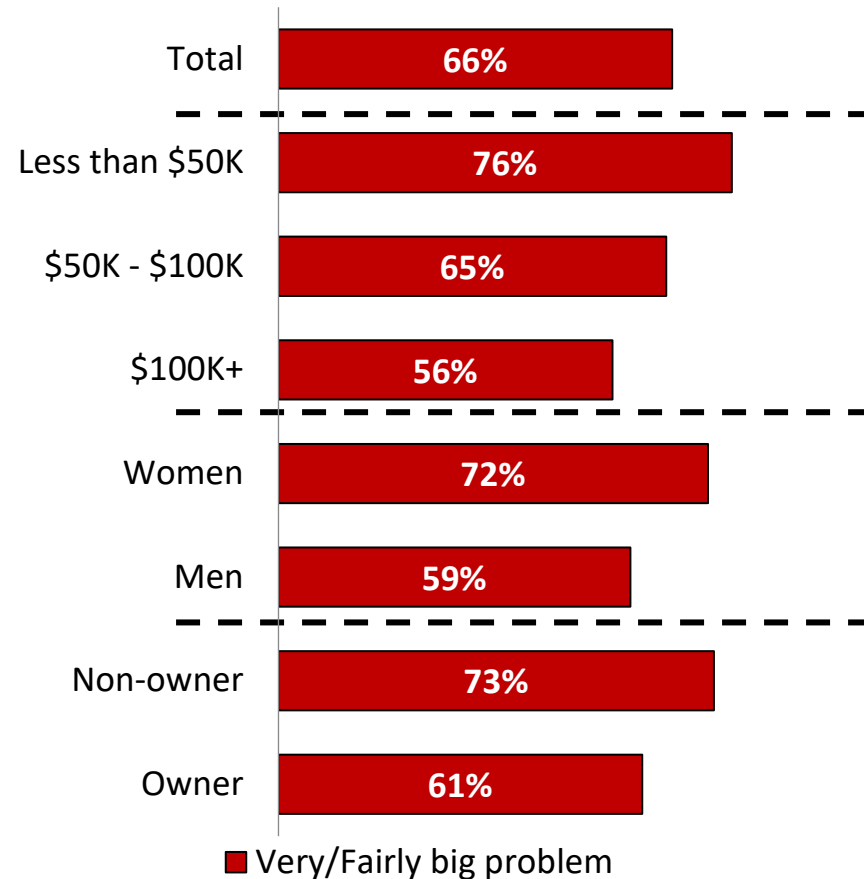
Housing Costs & Development

Nearly Seven-in-Ten Say Housing Affordability is a Big Problem

Women, non-homeowners, and lower-income residents most likely to see it as a major issue



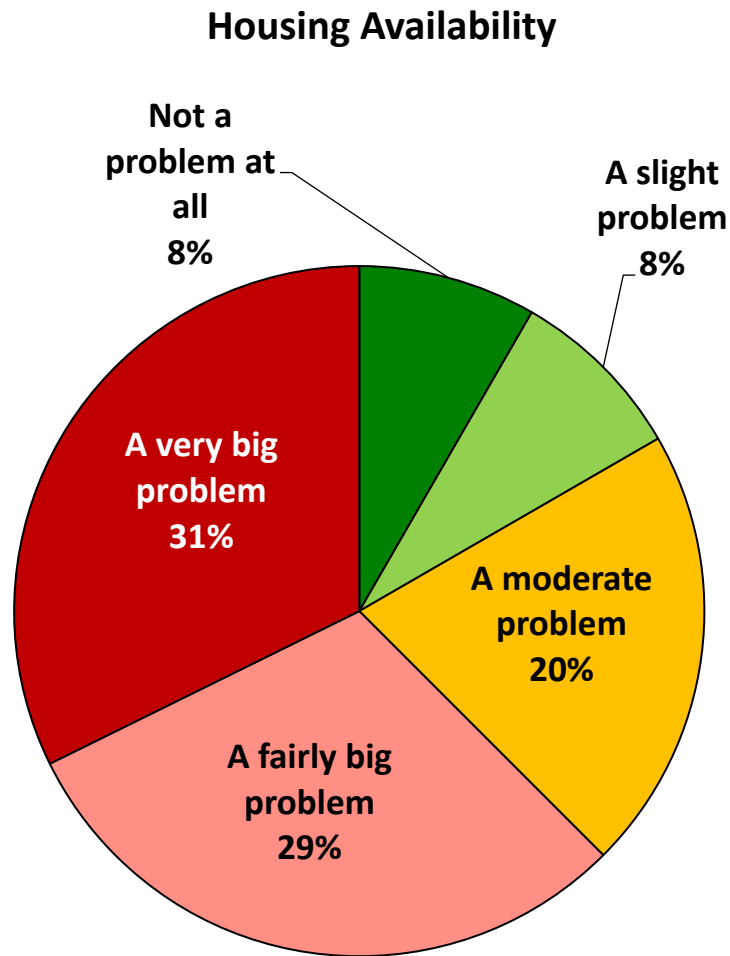
Very/Fairly Big Problem By Income, Gender, and Homeownership Status



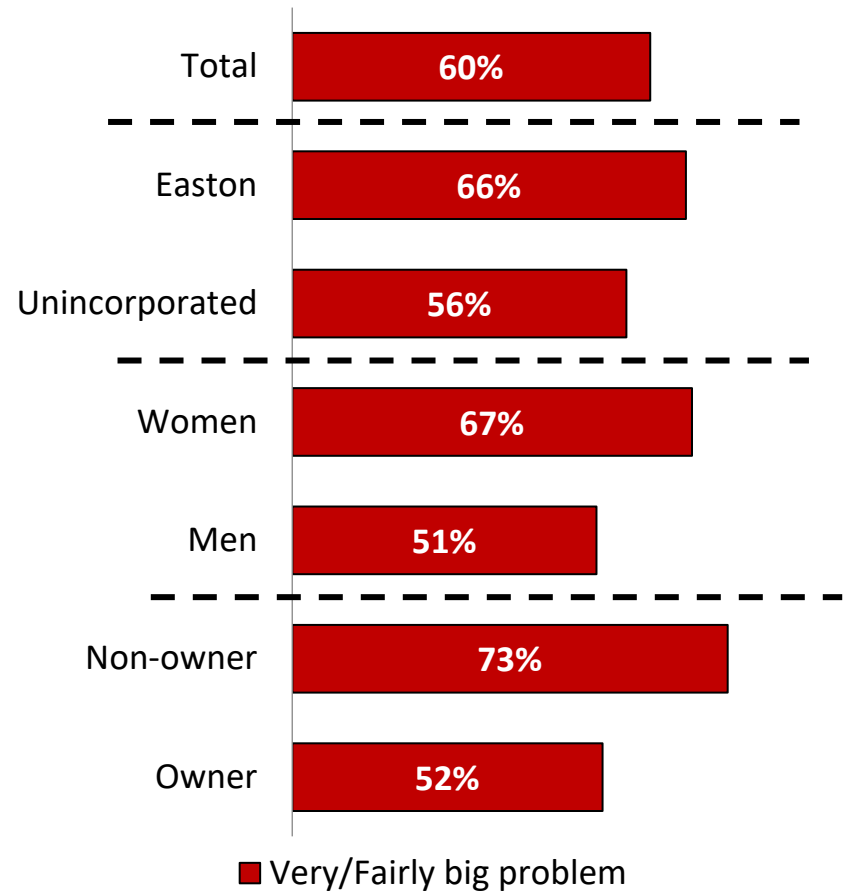
Q.7 (ROTATE Q.6 AND Q.7) In general, how much of a problem is housing affordability in Talbot County, including its towns and villages? That is to say, how much it costs to buy or rent a home?

Six-in-Ten Say Housing Availability is a Big Problem

Easton residents, women, and non-homeowners most likely to see it as a major issue

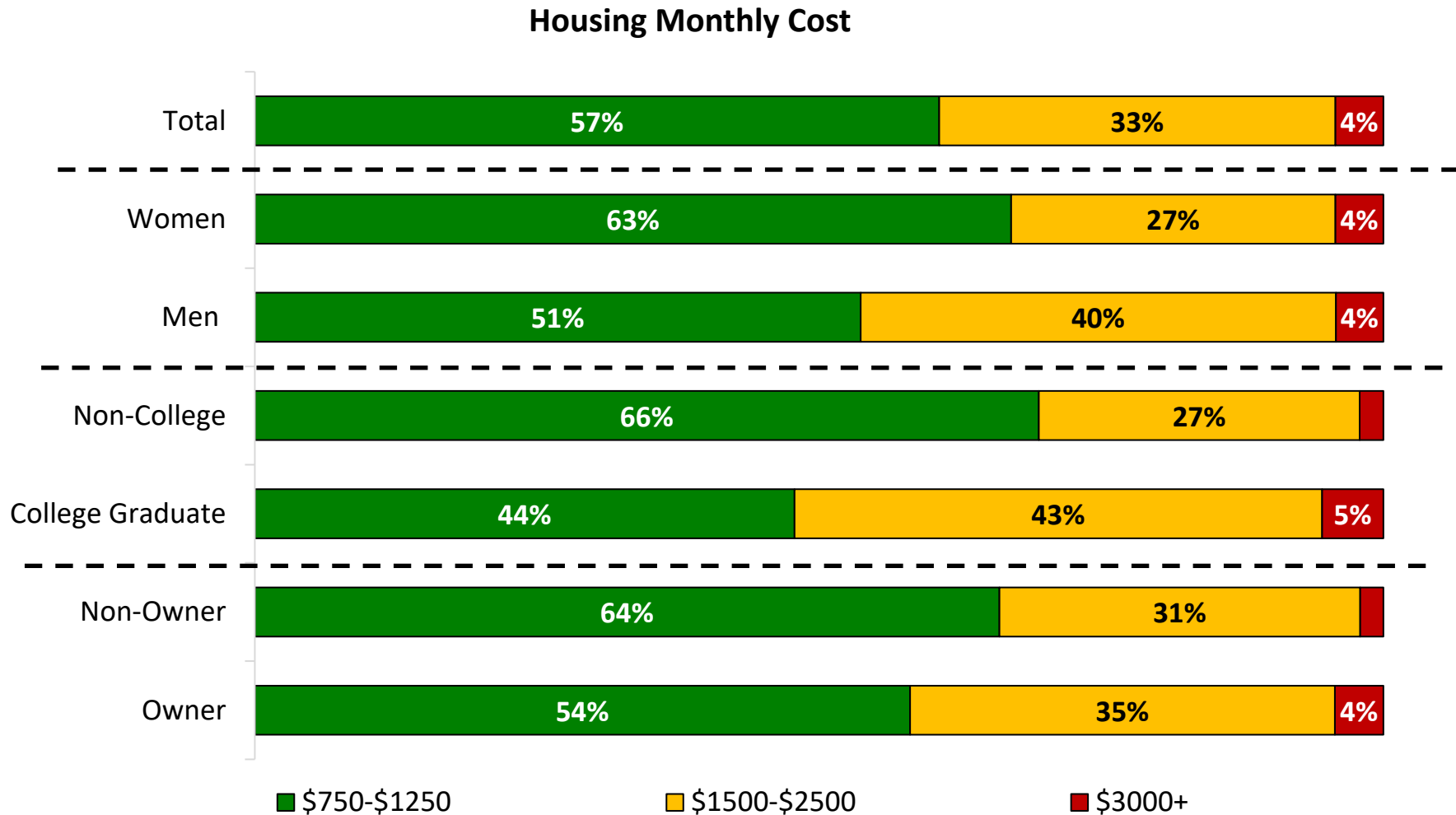


Very/Fairly Big Problem By Region, Gender, and Homeownership Status



Q.6 Next, I am going to ask you some questions about housing in Talbot County. (ROTATE Q.6 AND Q.7) In general, how much of a problem is the availability of housing in Talbot County, including its towns and villages? That is to say, the number of homes, condominiums, or apartments that are available to buy or rent?

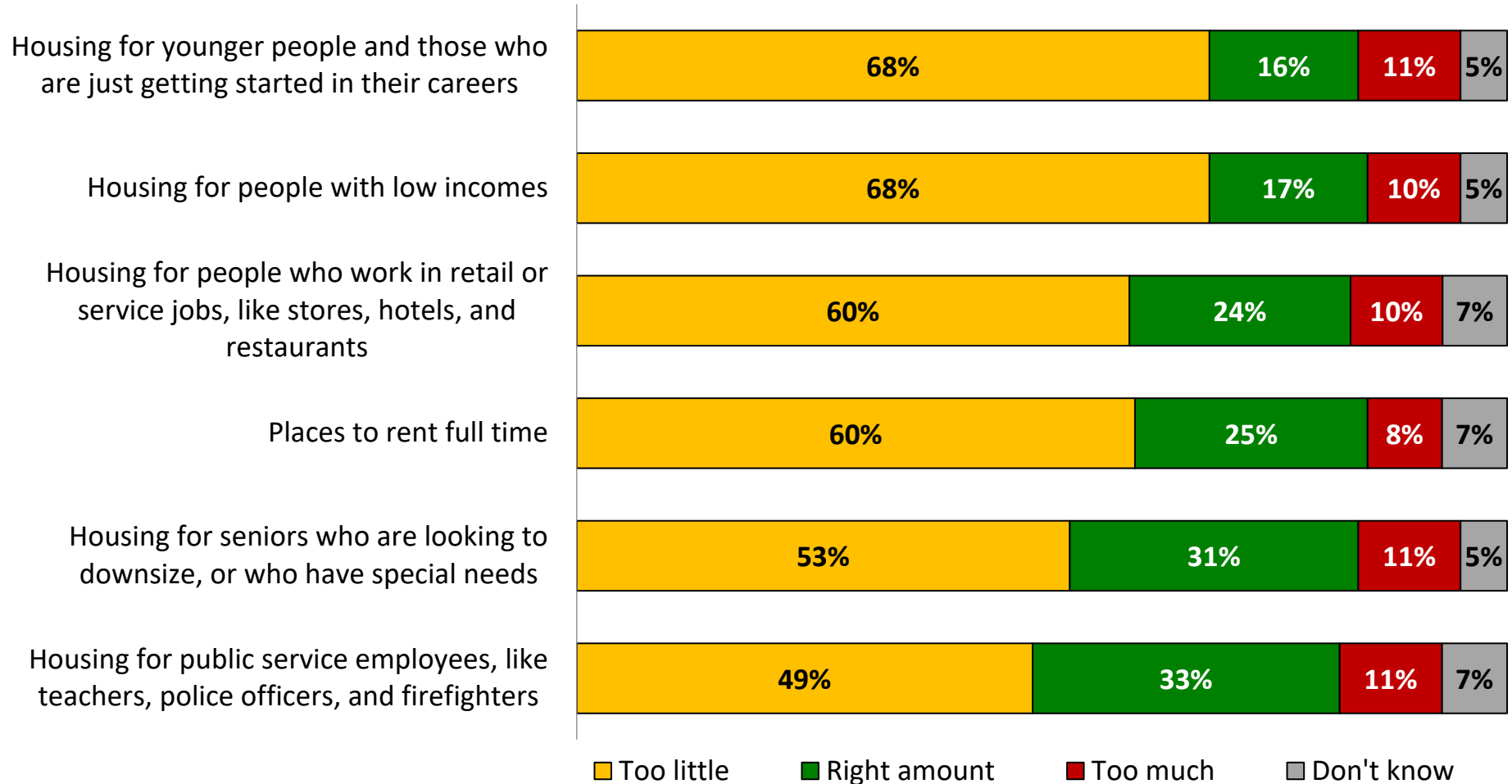
Most Residents Define “Affordable” Rent/Mortgage As Below \$1250 per Month



Q.8 In general, what would you say is the monthly cost for housing that is affordable for most families in Talbot County? In other words, what do you think most families in your community can afford to pay for their rent or mortgage each month? Just stop me when I get to the right amount. (READ OPTIONS TOP TO BOTTOM)

Most Agree: Too Little Housing in Talbot County

Amount of Housing Available in Talbot County



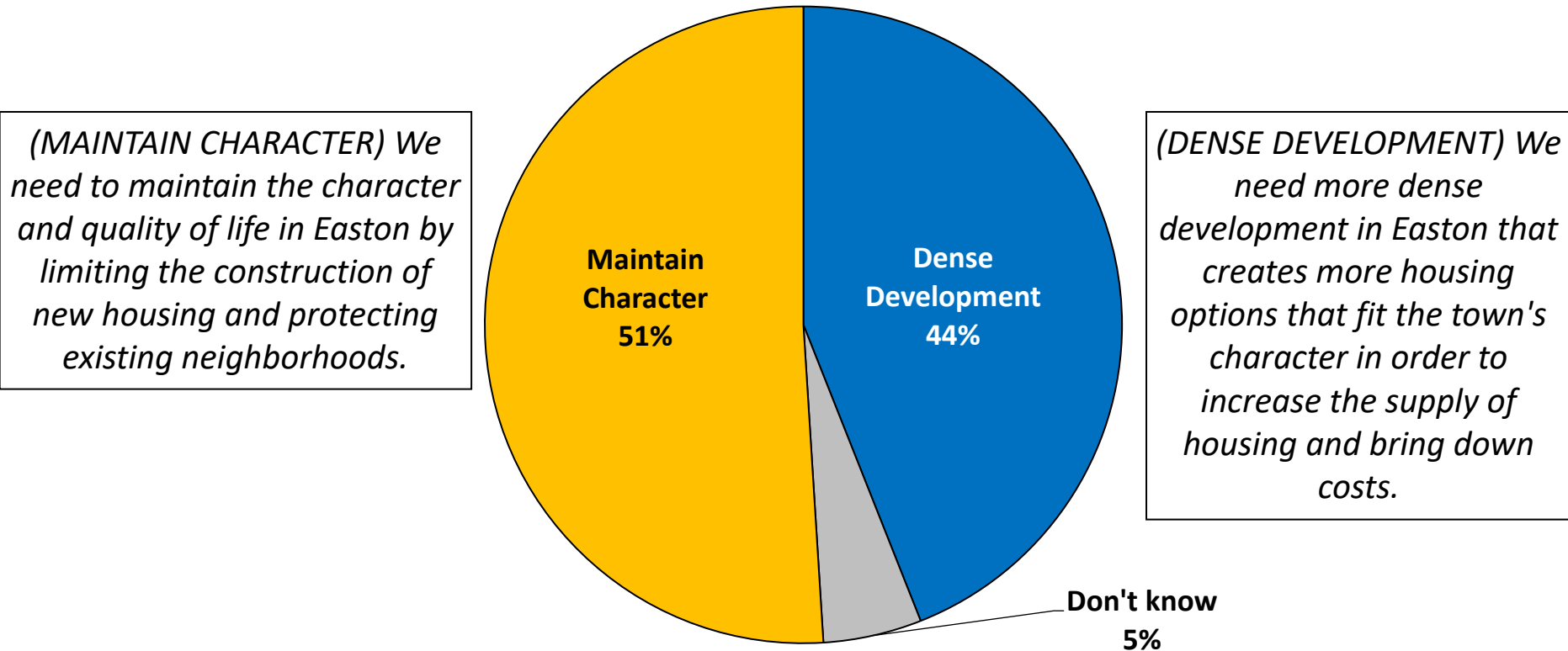
Most Say Too Little Housing for Low Income, Younger People

Non-owners, Easton residents concerned with full-time rentals

Too Little Housing by Region, Gender/Age, and Homeownership Status	Total	Easton	Unincorp / Other	Own	Total Non - owner
Housing for people with low incomes	68	74	65	64	76
Housing for younger people...	68	71	66	61	78
Housing for people in the services industry	60	59	61	56	67
Places to rent full time	60	66	57	54	72
Housing for seniors...	53	53	54	47	63
Housing for public service employees...	49	57	44	44	58

Policy Proposals

Voters Split on Maintaining Character vs. More Dense Development

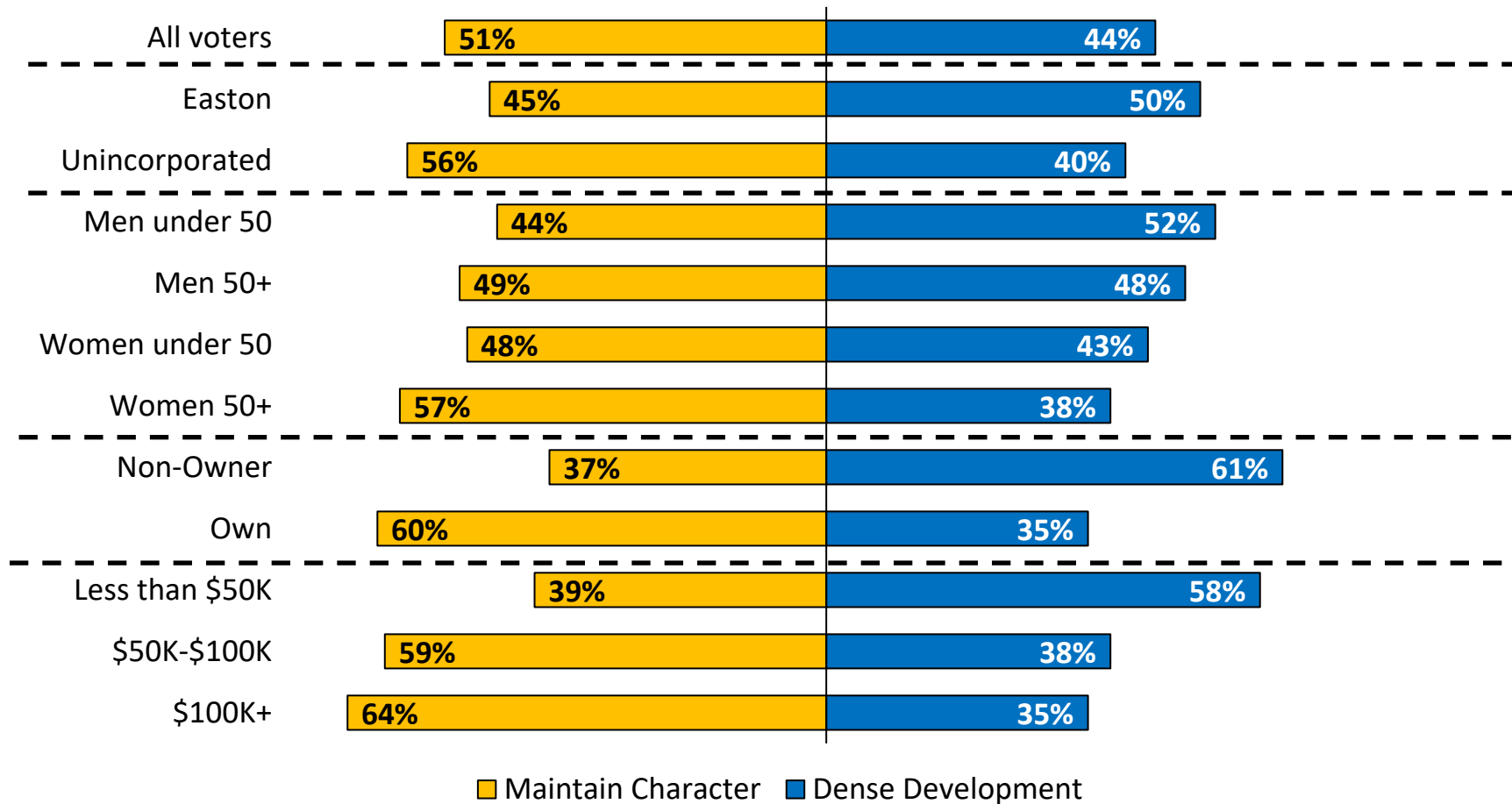


Q.13 As you may know, housing density refers to the number of homes or apartments that are allowed in a neighborhood, city, or county area. I am going to read two statements about housing density IN THE TOWN OF EASTON. Please tell me which one comes closer to your way of thinking, even if neither one is exactly right.

Voters Split on Character vs. Density

Easton residents, younger men, non-property owners, and lower-income residents most attracted to density

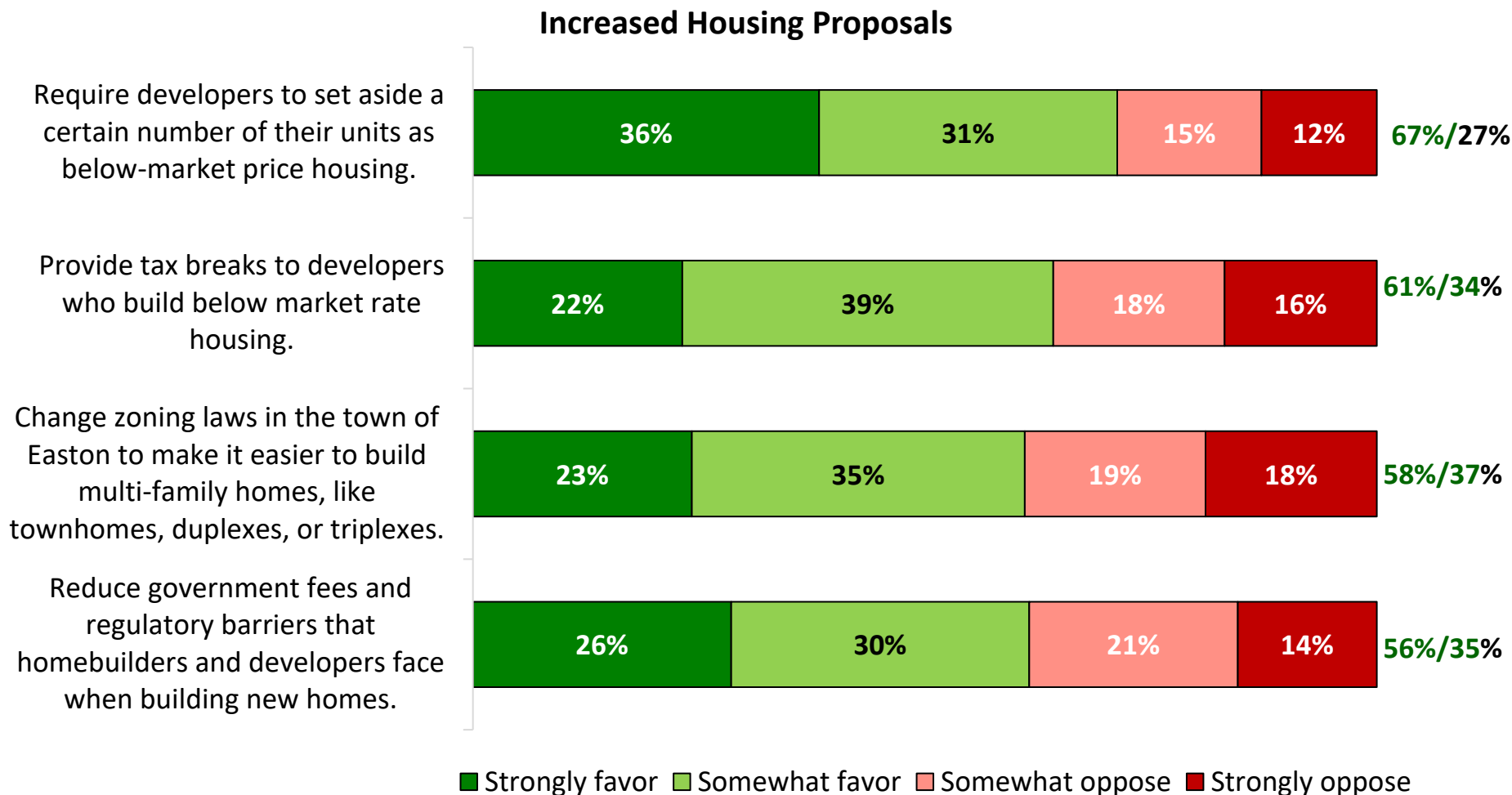
Views on Housing Density



Q.13 As you may know, housing density refers to the number of homes or apartments that are allowed in a neighborhood, city, or county area. I am going to read two statements about housing density IN THE TOWN OF EASTON. Please tell me which one comes closer to your way of thinking, even if neither one is exactly right.

Residents Broadly Approve of Housing Proposals

Affordable housing requirements for new developments and tax breaks for affordable housing most popular



Easton Residents, Younger Residents, Non-Owners More Supportive of Policies Overall

*Older women and owners are least supportive of changing zoning laws
and reducing government barriers for developers*

Total Favor Housing Proposals by Region, Gender/Age, and Homeownership Status	Total	Easton	Unincorp / Other	Younger Men	Older Men	Younger Women	Older Women	Own	Total Non - owner
Require developers to set aside a certain number of their units as below-market price housing.	67	66	67	65	60	78	67	63	74
Provide tax breaks to developers who build below market rate housing.	62	67	58	69	57	70	58	56	72
Change zoning laws in the town of Easton to make it easier to build multi-family homes, like townhomes, duplexes, or triplexes.	57	67	51	61	58	65	51	52	64
Reduce government fees and regulatory barriers that homebuilders and developers face when building new homes.	56	55	57	66	61	60	45	53	61

Q.10 Next, I am going to read to you some proposals intended to increase housing opportunities for Talbot County residents. For each one, please tell me whether you (ROTATE) favor or oppose that proposal.

Non-Owners, Younger Women, and Easton Residents Strongly Favor Requiring Developers to Plan for Affordability

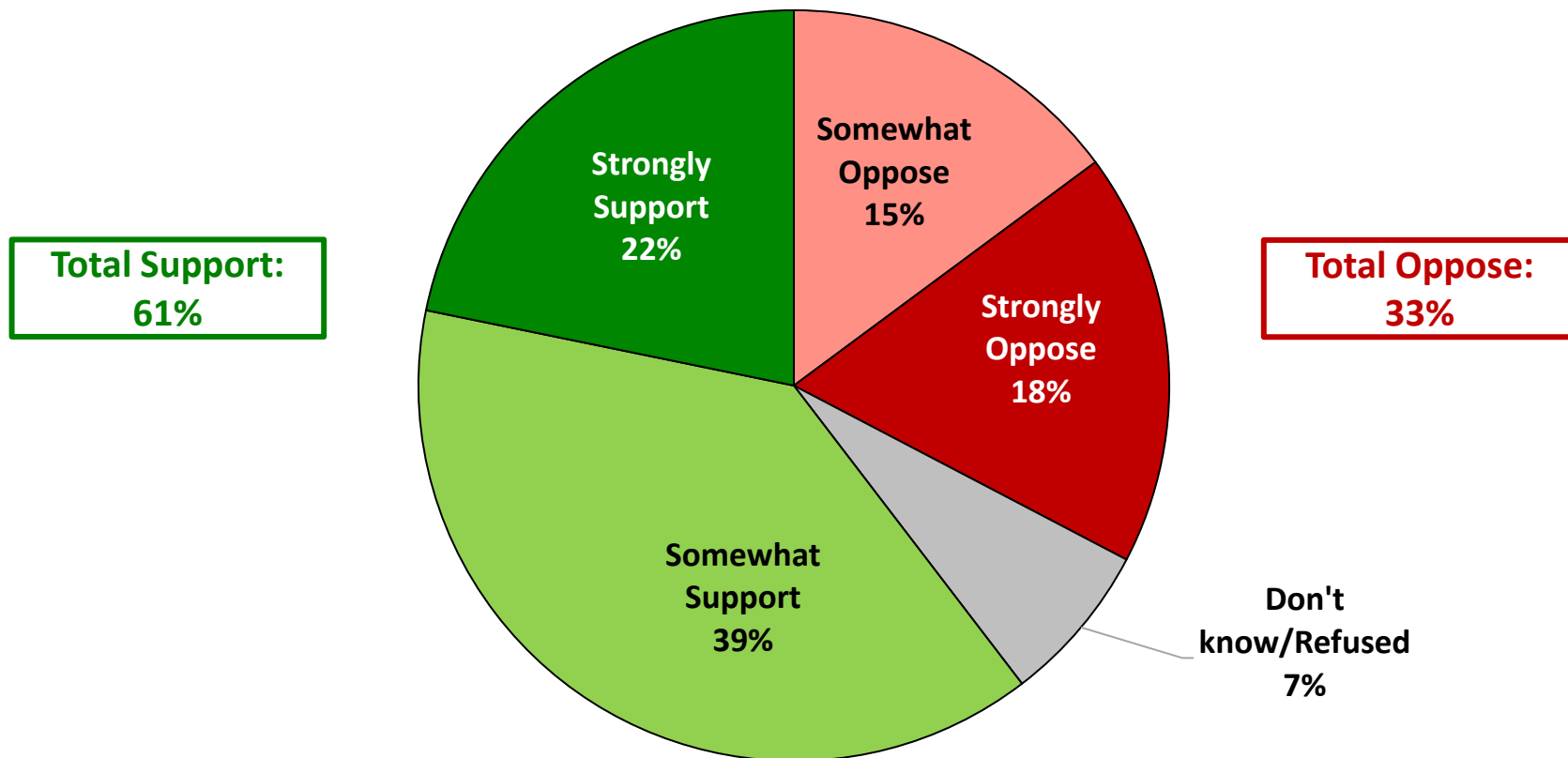
Strongly Favor Housing Proposals by Region, Gender/Age, and Homeownership Status	Total	Easton	Unincorp / Other	Younger Men	Older Men	Younger Women	Older Women	Own	Total Non-owner
Require developers to set aside a certain number of their units as below-market price housing.	36	40	33	27	36	43	36	33	43
Reduce government fees and regulatory barriers that homebuilders and developers face when building new homes.	26	29	25	31	34	27	17	25	29
Change zoning laws in the town of Easton to make it easier to build multi-family homes, like townhomes, duplexes, or triplexes.	23	27	20	19	30	23	19	20	28
Provide tax breaks to developers who build below market rate housing.	22	26	19	27	22	22	22	21	26

Q.10 Next, I am going to read to you some proposals intended to increase housing opportunities for Talbot County residents. For each one, please tell me whether you (ROTATE) favor or oppose that proposal.

Majority of Residents Support Annexation

Though most do not feel strongly one way or another

Views on Town of Easton Annexing Unincorporated Land

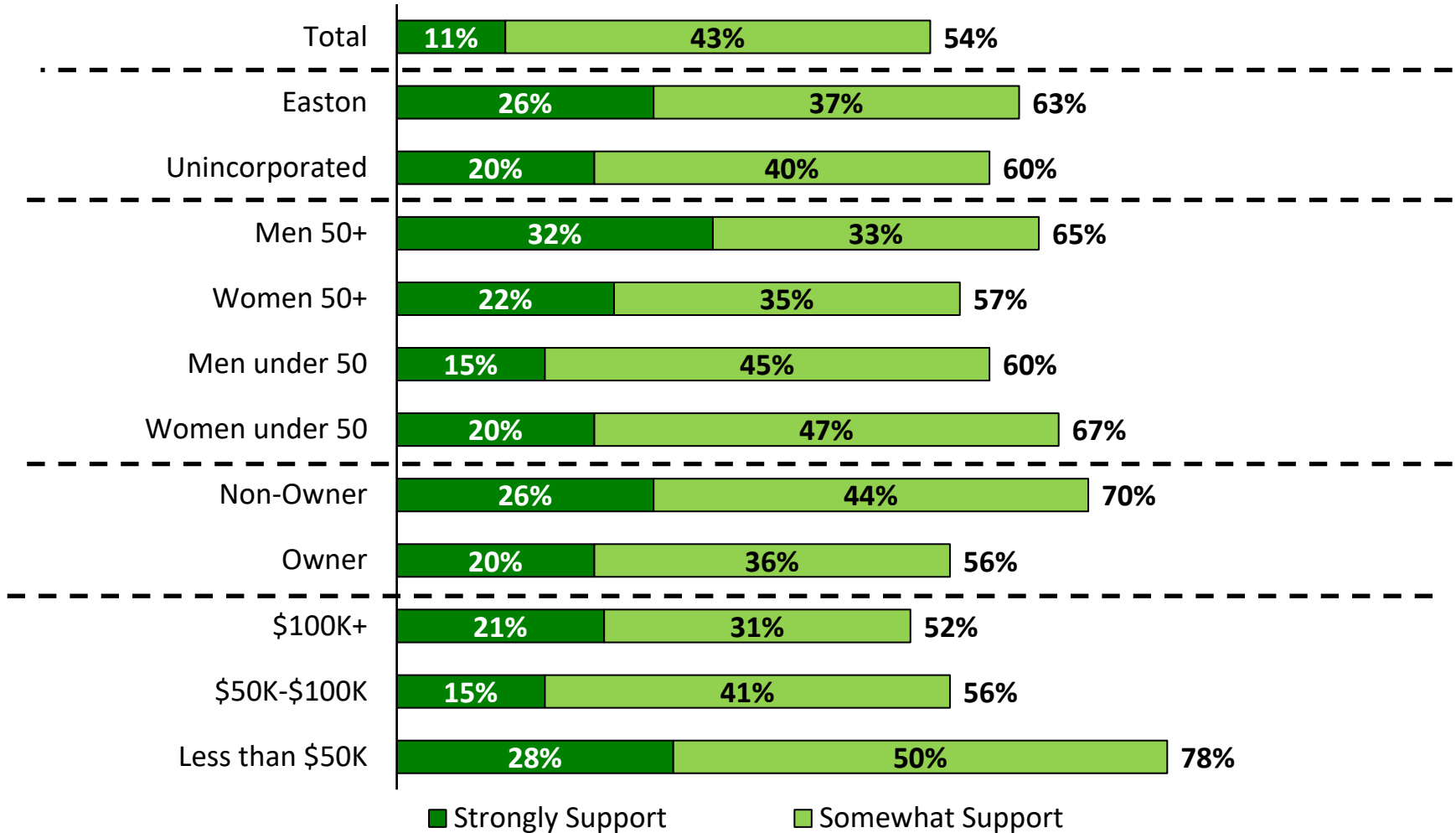


Q.11 Another way to deal with the housing issue in Talbot County is to expand the Easton town limits to include vacant county land near existing town boundaries. This would increase the amount of land available for housing opportunities. Do you generally (ROTATE) support or oppose allowing the Town of Easton to annex unincorporated land from Talbot County?

Majority of Residents Support Annexation

Highest among younger women, non-property owners, lower income, Easton residents

Town of Easton Annexation By Region, Gender/Age, Homeownership Status, and Income

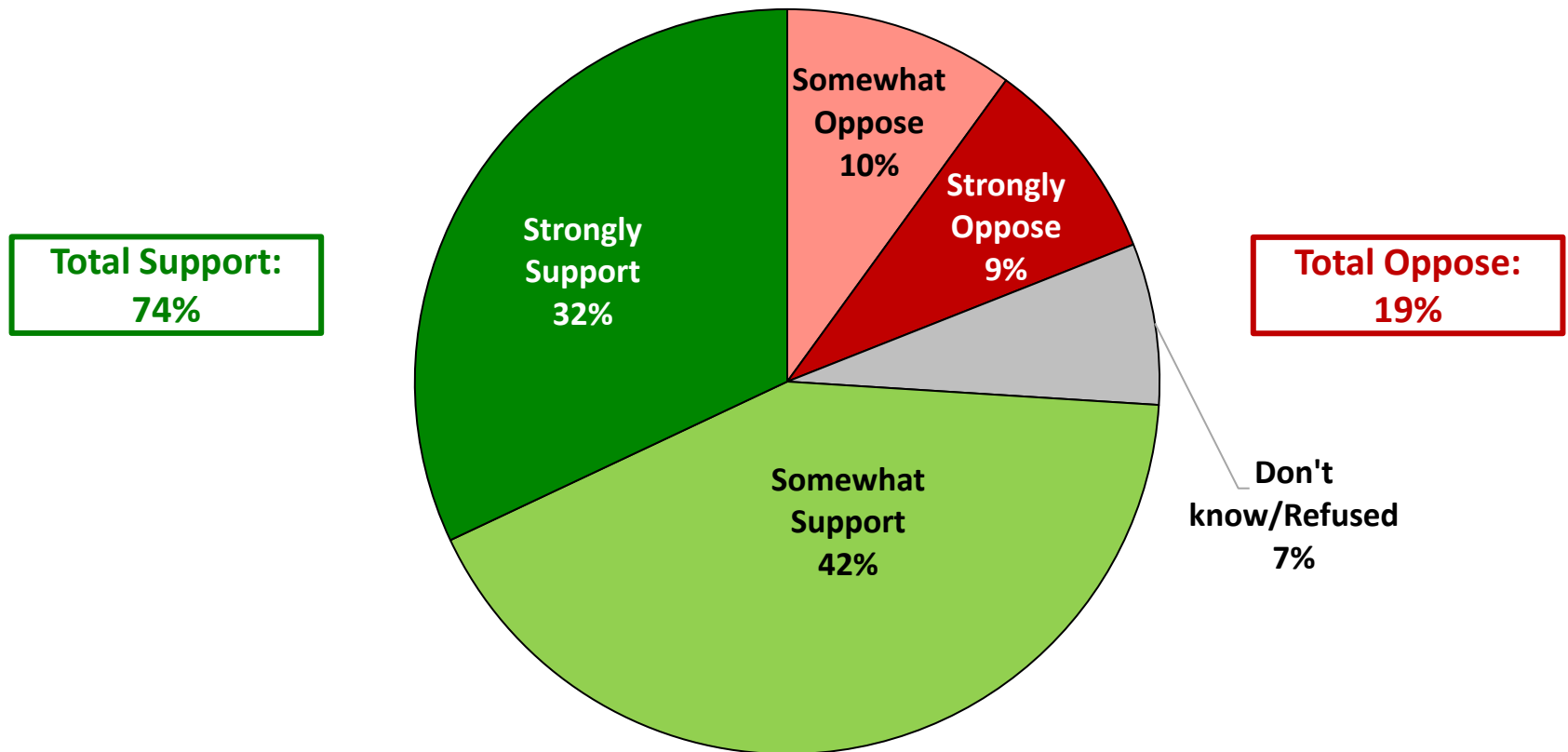


Q.11 Another way to deal with the housing issue in Talbot County is to expand the Easton town limits to include vacant county land near existing town boundaries. This would increase the amount of land available for housing opportunities. Do you generally (ROTATE) support or oppose allowing the Town of Easton to annex unincorporated land from Talbot County?

Vast Majority Support Infill Development

A plurality approve while lacking intensity

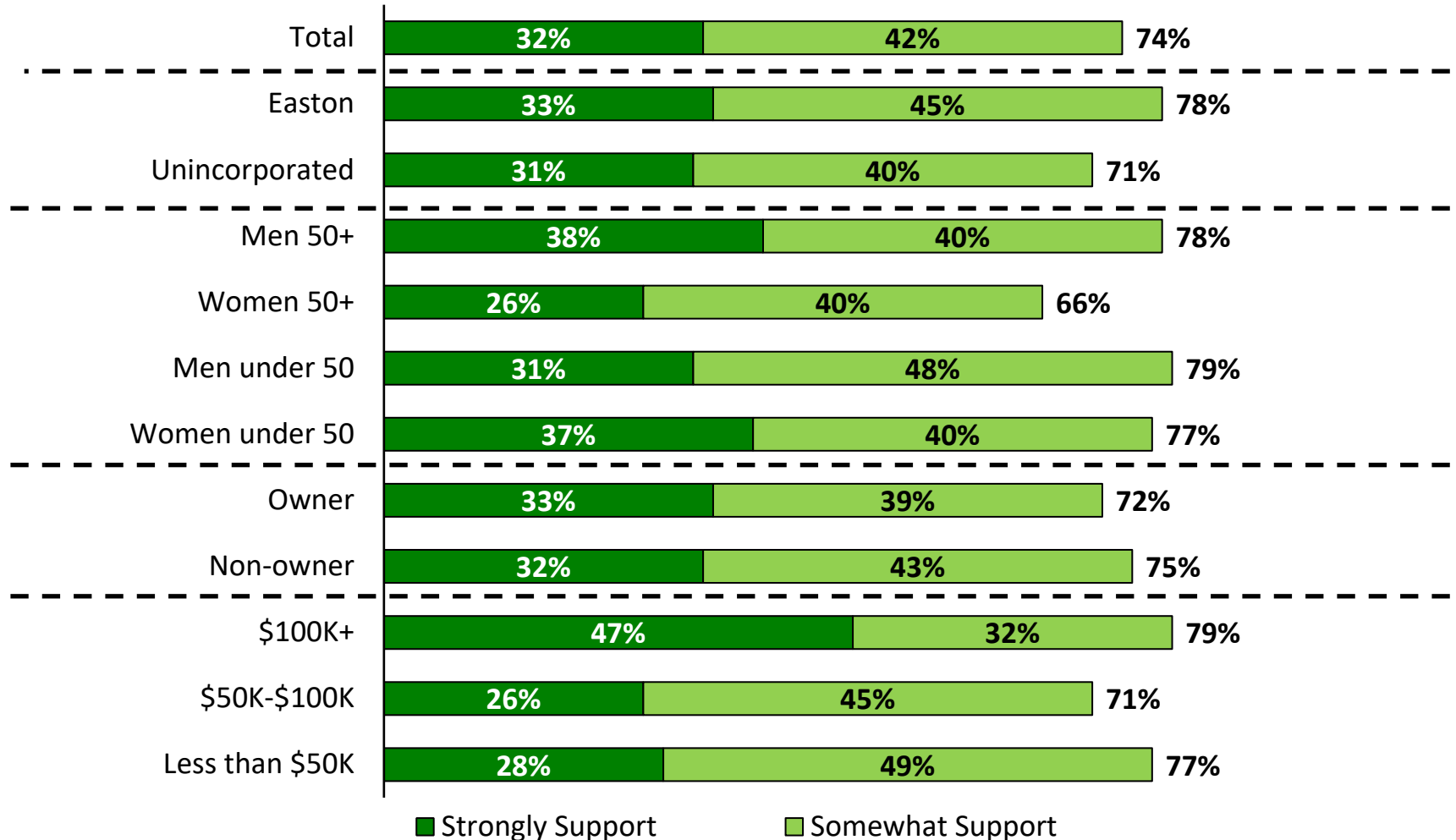
Views on Infill Development in the Town of Easton



Q.12 Another way to deal with the housing issue in towns and villages is to make use of something called infill development, which converts vacant lots and decaying properties into homes and businesses. (PROMPT) In general, do you (ROTATE) SUPPORT or OPPOSE the use of infill development in the Town of Easton?

Easton Residents, Men, Higher-Income Households Most Supportive of Infill Development

Support for Infill Development
By Region, Gender/Age, Homeownership, and Income



Strongly Support

Somewhat Support

Q.12 Another way to deal with the housing issue in towns and villages is to make use of something called infill development, which converts vacant lots and decaying properties into homes and businesses. (PROMPT) In general, do you (ROTATE) SUPPORT or OPPOSE the use of infill development in the Town of Easton?

National Association of REALTORS®

Talbot County, MD Smart Growth July 2022

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**TOWN COUNCIL WORKSHOP
INFORMATION ITEM**

SUBJECT: Draft Inclusionary Housing Ordinance

WARD DISTRICT: Townwide

STAFF CONTACT: Miguel Salinas, Director, P&Z

PURPOSE: To discuss the components of a draft Inclusionary Housing Ordinance (Attachment 1).

BACKGROUND:

According to the annual Income Limits Summary published by the United States Department of Housing and Urban Development (HUD), the FY 2022 Median Family Income (MFI) for Talbot County is \$101,100.¹ The County's MFI is 16% higher than the average MFI for the eastern shore of Maryland (excluding Cecil County) and second only to Queen Anne's County.

HUD sets income limits that determine eligibility for assisted housing programs including the Public Housing, Section 8 project-based, Section 8 Housing Choice Voucher, Section 202 housing for the elderly, and Section 811 housing for persons with disabilities programs. HUD's Income Limits Summary Table for Talbot County (Table 1 below) includes income limit categories based on the MFI for Low Income, Very Low Income, and Extremely Low Income categories adjusted for family size.

Table 1: Talbot County Median Family Income and Income Limits Summary²

FY 2022 Income Limit Area	Median Family Income Click for More Detail	FY 2022 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Talbot County, MD	\$101,100	Very Low (50%) Income Limits (\$) Click for More Detail	34,200	39,100	44,000	48,850	52,800	56,700	60,600	64,500
		Extremely Low Income Limits (\$)* Click for More Detail	20,550	23,450	26,400	29,300	32,470	37,190	41,910	46,630
		Low (80%) Income Limits (\$) Click for More Detail	54,750	62,550	70,350	78,150	84,450	90,700	96,950	103,200

¹ This number is calculated using the 5-year 2015-2019 American Community Survey MFY estimate (\$90,194) with an inflation factor adjustment based on the cumulative change in the national Consumer Price Index from annual 2019 to February 2022.

² Source: Department of Housing and Urban Development, Office of Policy Development and Research

Based on a brief analysis, staff concludes that the limited supply of market-rate homes for sale and apartments for rent in and around Easton are not attainable to a large percentage of our workforce. Below are two examples.

Example 1: A family of four making 80% of the MFI should spend no more than 30% of their monthly income on housing.³ The current median price of a home for sale in the Town of Easton and its immediate area is \$425,750.⁴ Assuming a 3% down payment at an interest rate of 6.7% on a thirty (30) year, fully amortizing fixed rate mortgage, the total monthly mortgage payment is \$2,664⁵. In comparison, a family of four in Talbot County making 80% of the MFI (\$78,150) can have a monthly affordable mortgage payment of \$1,115 without being cost-burdened;⁶ or a home at an affordable sales price of \$215,000.

Example 2: A physical therapy assistant with an associate degree making approximately \$54,000 per year can have a monthly affordable rental rate of \$1,369⁷. However, available apartments at that rate are severely limited. A search on the real estate website zillow.com lists three market-rate units below that rental rate: 1) a 1-bedroom in Carols Addition, 2) a studio at 45 S. Washington Street, and 3) a 1-bedroom at 211 E. Dover Street. The remaining six (6) rental apartments or homes listed on the website range from \$1,400 to \$3,700 per month with a mean rate of \$1,850. For a graphic designer making \$45,000 per year, there are two units on the market. For a restaurant cook making \$32,000 per year (less than 50% of the MFI, defined by HUD as very-low income), there are none.⁸

There are also no opportunities for attainable housing in the unincorporated areas of Talbot County. The County's comprehensive plan places high value on the protection of the shoreline, waterway, and agricultural lands, equally important goals as attainable housing. The County's plan to accomplish this is twofold: restrict the extension of sewer outside of development and growth areas that surround the towns and to take a restrictive approach toward the use of land over which it has zoning authority.⁹ To implement these objectives, the County's zoning regulations prohibit all housing types except single-family; the zoning districts are characterized as very low density; and the bulk requirements for each lot include large minimum lot sizes and low maximum lot coverage requirements. The end effect is housing segregation due to the cost of land and development supporting only higher-end housing in the unincorporated areas of

³ The 30% is adjusted for property taxes, HOA fees, mortgage insurance premiums, utility costs, and an allowance for typical maintenance and repairs.

⁴ The median was based on a recent search by staff on the real estate market website zillow.com.

⁵ The interest rate is based on the Freddie Mac Weekly Mortgage Survey.

⁶ The monthly affordable mortgage payment is based on 30% of a family of four making 80% of the MFI, after subtracting utility costs, real property taxes, mortgage insurance premium and a maintenance and repair allowance. Utility costs are derived from the Talbot County Housing Commission's average monthly utility allowance of housing choice voucher recipients; the property tax is based on a standard factor of 1.181 of the market price of the unit; and the maintenance and repair allowance is based on a 3-bedroom home at \$25 per bedroom.

⁷ The monthly affordable rental rate is based on 30% of a family of one making 80% of the MFI.

⁸ Wages are based on the 2021 Maryland Occupational Employment and Wage Estimates.

⁹ This policy is overridden for failing septic systems.

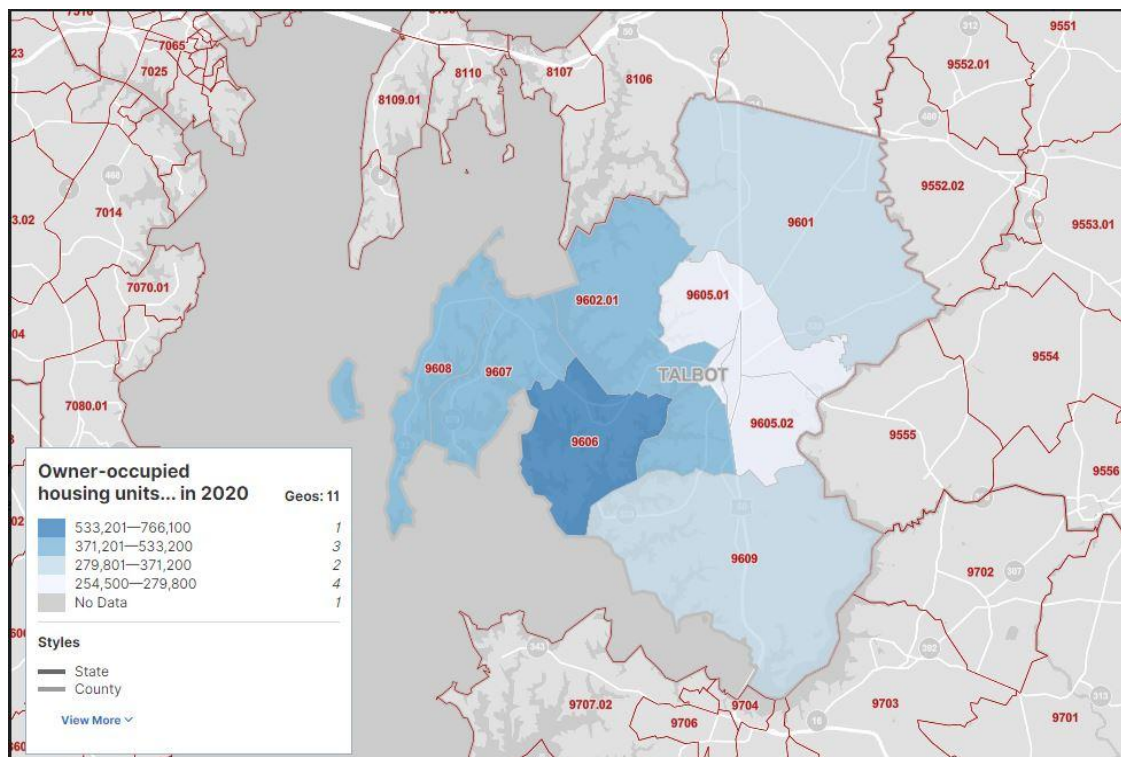
Talbot County. And as the graphics show below, housing segregation is the door to other types of segregation (see Graphics 1, 2, and 3 below).

As for the remaining towns outside of Easton, there are extremely limited areas for future growth and development adjacent to Oxford and St. Michaels. While Lakeside at Trappe, the new development in the Town of Trappe, will eventually provide approximately 2,500 homes, the approval of the Planned Unit Development by the Town of Trappe did not require any proffers for affordable or workforce housing.

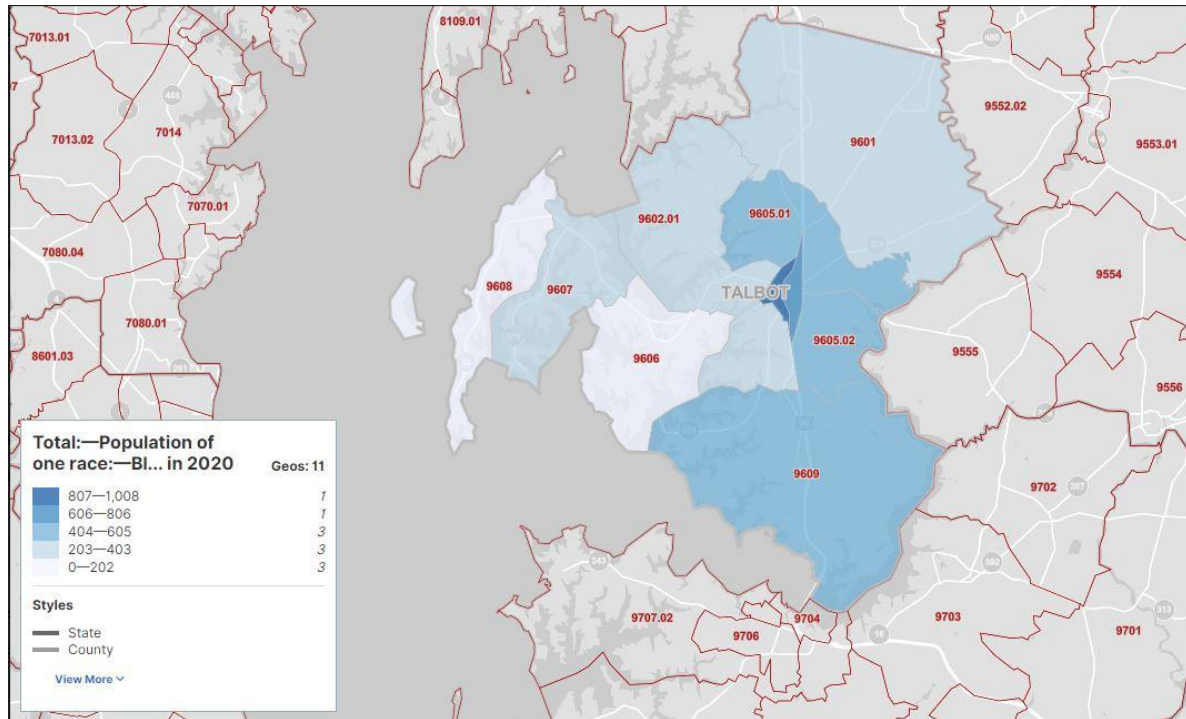
The Town of Easton is in the forefront of the current zoning reformation movement by adopting options and incentives for middle housing, such as triplexes, fourplexes, courtyard homes, cottage courts, and mansion apartments. Infill options are currently limited, however. Habitat for Humanity Choptank has indicated that within the next year, the affordable housing organization will run out of land to develop in Easton; the lots are too expensive to fit their model, with this occurring even though they receive 65 to 70 calls per month from people inquiring about eligibility. Where there is potential for infill development, private developers may have to provide market rate housing to cover their costs due to limited density potential stemming from regulatory, infrastructure and site constraints (for example historic district guidelines, limited space for off-street parking), and neighborhood opposition. Attainable housing opportunities in Easton from new greenfield development are uncertain; the Town Code does not require attainable housing commitments from new development unless it's proffered from the developer.

The cumulative result of market forces, limited supply, and exclusionary zoning is that much of Easton's workforce has no choice but to live outside of Talbot County and commute into the Town of Easton for their jobs, primarily from Caroline and Dorchester Counties where housing is more affordable.

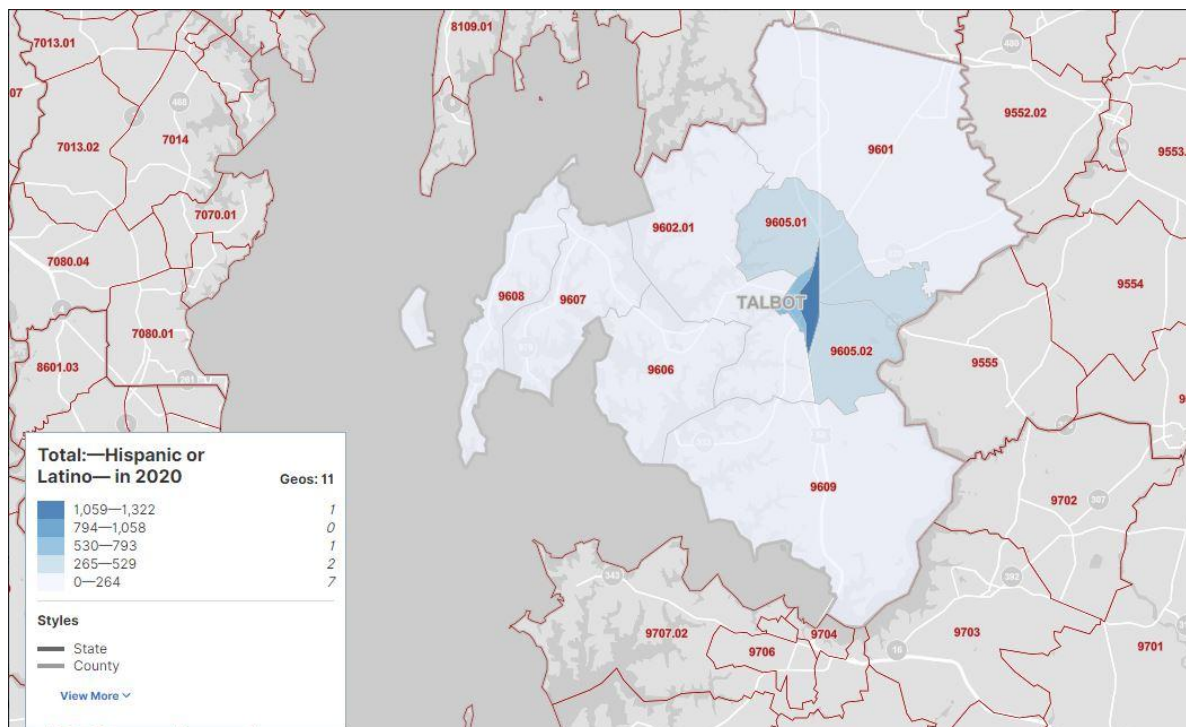
Graphic 1: Talbot County Median Value of Owner-Occupied Housing Units in 2020 by Census Tract



Graphic 2: Talbot County Black Population by Census Tract



Graphic 3: Talbot County Hispanic Population by Census Tract



Talbot County Smart Growth Survey

The lack of attainable housing is a concern to County residents. American Strategies, sponsored by the National Association of Realtors with support provided by the Mid-Shore Board of Realtors, designed and administered a telephone survey in June of 2022. The survey reached 325 adults, age 18 or older, who indicated they were registered to vote in Talbot County, Maryland (see Attachment 2 for a summary of their survey results).

The results of the survey indicated that residents are satisfied with their quality of life and they value the historic nature of Talbot's towns and villages and its natural resources, but they understand the need for additional housing – and in particular for more affordable housing for young people and those with lower incomes. Specific highlights are below:

- Residents are concerned about the County's affordable housing, where 51% say "creating more housing that is affordable to low and middle-income people" is a top priority
- A majority of Talbot residents consider the county's stock of available housing to be a "fairly big" or "very big" problem (60%)." Similarly, 66% consider housing affordability to be a problem in the county
- Looking at specific sectors of Talbot's housing market, 68% of residents believe there is too little housing for people with low incomes and for younger people who are just starting their careers. 60% also believe there to be too little housing for people who work in retail and service jobs, with the same number saying there are too few units available to rent full-time
- Talbot County residents are broadly supportive of government-led proposals to increase housing opportunities for the county
 - 67% percent of residents favor a proposal that requires developers to set aside sub-market rate housing for new projects and 62% favor providing tax breaks to developers who do so
 - Slightly smaller majorities are favorable toward proposals that change zoning laws to ease the process of building multi-family units (57%), and proposals that reduce government fees and regulatory barriers for builders (56%)

Draft Inclusionary Housing Ordinance

§ 3-114 of the Annotated Code of Maryland requires a housing element in comprehensive plans that addresses the need for affordable housing within a local jurisdiction, including for workforce and low-income housing. The law further states that local jurisdictions have a duty to affirmatively further fair housing through their housing and other programs and that the housing element of a comprehensive plan enacted or amended on or after January 1, 2023 include an assessment of fair housing to ensure that the local jurisdiction is furthering fair housing.¹⁰

¹⁰ "Affirmatively further fair housing" means to take meaningful actions, in addition to actions aimed at combating discrimination, to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to housing and opportunity based on protected characteristics. It also includes to take meaningful actions that, taken together: (i) address significant disparities in housing needs and access to opportunity; (ii) replace segregated living patterns with truly integrated and balanced living patterns; (iii) transform racially and ethnically concentrated areas of poverty into areas of opportunity; and (iv) foster and maintain compliance with civil rights and fair housing laws.

In addition to any other zoning and planning powers granted by the State of Maryland, § 7-401 of the Annotated Code of Maryland expressly gives a local legislative body the authority to enact local laws that:

- 1) impose inclusionary zoning, and award density bonuses, to create affordable housing units; and
- 2) restrict the use, cost, and resale of housing that is created under this authority to ensure that the purposes of affordable housing are carried out.

Thus inclusionary zoning is one land use regulatory tool that can be used to further fair and attainable housing policies in local jurisdictions. Inclusionary zoning refers to zoning ordinance requirements that new residential development must include a percentage of its units to be built to accommodate affordably priced dwelling units, either for rental or home ownership. The control period, or time in which the units must remain available to households below a certain income level, typically varies from 20-99 years depending on ownership versus rental unit type.¹¹ Several Maryland jurisdictions have passed inclusionary housing ordinances, including the counties of Montgomery and Queen Anne's, and the cities of Annapolis, Frederick and Baltimore.

Given the many challenges that the Town of Easton and Talbot County face in the provision of attainable housing, the adoption of an inclusionary housing ordinance for the Town of Easton is one way to respond to the crisis and add another tool in the toolbox of fair, equitable and affordable housing efforts currently undertaken by the Town.

The Inclusionary Housing Ordinance for Council consideration was drafted after a review of existing ordinances in the Maryland jurisdictions of Annapolis, Queen Anne's County, and Montgomery County and in Loudoun County, Virginia and East Palo Alto, California.¹² Staff also consulted with Maryland Affordable Housing Coalition, the Virginia Housing Alliance, and the National Low Income Housing Coalition during the drafting of the ordinance. The Chair of the Easton Affordable Housing Board also reviewed the draft ordinance prior to Council distribution.

Below are brief descriptions of each section of the draft ordinance:

¹¹ Maryland Department of Planning, Common Practices and Examples:

<https://planning.maryland.gov/Pages/OurWork/housing-element-mg/common-practices.aspx>

¹² Loudoun County was chosen for its location outside of Maryland and its similarity to Fairfax County, Virginia's and Montgomery County, Maryland's inclusionary housing ordinances. East Palo Alto, California was chosen because of its unique approach the provisions and management of their program; an example of a response to California's Housing Element Law, enacted in 1969, that required that all local governments adequately plan to meet the housing needs of everyone in the community; and as a response to exclusionary zoning and severe shortages of affordable housing combined with a reduction of federal housing subsidies. Over 170 California jurisdictions have inclusionary housing ordinances on the books.

Section 1601: Purpose

Section 1601 acknowledges the housing problem in Easton due to rapidly increasing property values and the reduction in the availability of housing choices. The section also affirms the Town's commitment to addressing the issue, its commitment to a diverse and balanced community and the impact of an inadequate supply of attainable housing to attract and retain employers and maintain an adequate workforce.

Section 1602: Definitions

Section 1602 contains definitions of terms used in the draft ordinance. The Section establishes definitions for affordable rental rates and monthly affordable mortgage payments and establishes definitions for Very Low-Income (0-50% MFI), Low-Income (up to 60% MFI), Median-Income (up to 80% MFI), and Moderate-Income Households (up to 110% MFI). Note that the definition of Median Family Income states that the annual County MFI published by HUD will be adjusted each year by the Affordable Housing Board based on the Town of Easton's median income.

Section 1603: Intent

Section 1603 establishes the intent of the ordinance; namely to provide attainable housing, mitigate the impact of market rate housing on attainable housing due to limited supply, and promote the integration of attainable housing with market rate housing.

Section 1604: Authority

Section 1604 cites the section of the Annotated Code of Maryland that gives the authority to local jurisdictions to enact inclusionary housing regulations and award density bonuses to further attainable housing.

Section 1605: Applicability

Section 1605 establishes that the regulations apply to all residential developments which are the subject of a site plan, preliminary plat, or building permit, whichever comes first.

Section 1606: Exemptions

Section 1606 exempts from the regulations any housing that is developed under the Low-Income Housing Tax Credit Program.

Section 1607: Inclusionary Housing Requirements

Section 1607 establishes when a 10% inclusionary housing requirement is required: when residential development is proposed of 5 or more units for ***new construction or substantial rehabilitation*** of existing structures and when residential development is proposed of 10 or more units for ***adaptive reuse*** or the ***conversion of a nonresidential use to a residential use***. This difference is to recognize the potential increased costs for adaptive reuse, infill development, and redevelopment.

Below are additional elements of Section 1607:

- A. When inclusionary housing is required for residential developments that include for-sale units, the for-sale inclusionary units are targeted towards median-income and moderate-income households. When inclusionary housing is required for residential

developments that include rental units, the rental inclusionary units are targeted towards very low-income and low-income households. The reason for the different target incomes is the assumption that households in the low and very-low income range oftentimes have more limited resources for down payments and housing costs associated with home ownership besides mortgage payments, including housing repair and maintenance.

- B. If only one inclusionary unit is required, or if four or less inclusionary units are required for rental residential developments, then the homes shall be targeted towards the lower range of household incomes.
- C. Fractional units are required to be met by paying a cash in lieu fee for a full unit.
- D. Calculations of the required number of units are based on the number of units exclusive of any additional units proposed by the developer under the density bonus provisions of the ordinance.
- E. Developers cannot circumvent or avoid the inclusionary housing requirements by piecemealing or phasing developments.
- F. Provisions are outlined for the tracking of the required inclusionary units for each building permit application submitted.

Section 1608: Inclusionary Housing Incentives

Section 1608 establishes incentives for the developer. These incentives include:

- A. For residential developments that require inclusionary housing units on the same site, the developer may receive a 20% density bonus above the maximum density allowed in the residential base zoning district (A-1, R-7A, R-10A, R-10M, CB, MXW).¹³
- B. If all required inclusionary units are provided on the same site, the developer may receive a variance of up to 20% from the dimensional requirements (lot size, lot frontage, lot coverage, height, and setbacks) without having to receive approval from the Board of Zoning Appeals. The developer may also receive a 20% modification from the parking requirements. The flexibility is provided to accommodate more units on the site when the developer chooses to utilize the density bonus.
- C. The adaptive reuse or conversion of nonresidential to residential, when 10 or more dwelling units are proposed, may receive: 1) a cash subsidy from the Affordable Housing Fund for the payment of impact fees, provided the funds exist and the expenditure is approved by the Affordable Housing Board and Town Council, 2) a reduction in the applicable capital charges, and 3) a real property tax abatement if the developer provides at least double the number of inclusionary units than what is required in the inclusionary housing ordinance.¹⁴ These incentives are targeted to adaptive reuse and nonresidential conversion in recognition of the challenges in site infrastructure and costs associated with redevelopment.

¹³ Planned Unit Development, which is a discretionary floating district, may already allow for higher densities: 16 dwelling units per acre for PUD-General, 60 dwelling units per acre for PUD-Infill, and 30 dwelling units per acre for PUD-Redevelopment. The Planned Redevelopment Overlay District permits a density of up to 40 dwelling units per acre.

¹⁴ The incentives for capital charge reductions and real property tax abatement may not be feasible and would require considerable discussion and investigation by the Easton Town Council and Easton Utilities, including the potential fiscal impacts.

Section 1609: Alternative Compliance Options

Section 1609 provides alternative compliance options, including:

- A. Partnering with a qualified housing organization to build on-site inclusionary units or to partner with such organization to build off-site units within the Town limits provided the number of units provided is one and one-half times the required number of units. The preference is for the developer to provide the inclusionary units onsite so housing segregation is minimized, thus the one and one-half times the required number of units.
- B. Purchasing land anywhere within the County and donating it to a qualified housing organization to build the aforementioned one and one-half number of required units.
- C. For adaptive reuse or conversion of nonresidential to residential, when 10 or more dwelling units are proposed, the developer may provide a cash in lieu fee, which would be based on the fees established in this Section.

Proposed off-site construction or cash in lieu fees would be subject to Town Council review and approval and must meet certain conditions. The in lieu fees will be updated by the Affordable Housing Board on an annual basis, after the revised fees are approved by Town Council Resolution.

The draft ordinance also allows the consideration of an alternative method of calculation based on the difference in price between the fair market rate price of the unit and the inclusionary sales price or rent (see the definition of cash in lieu fee in Section 1602 of the draft ordinance). This method would require an affordability gap analysis conducted with the assistance of a development or finance consultant, but would most likely result in significantly higher cash in-lieu fees than the initial fees specified in the draft ordinance.

Section 1610: Inclusionary Housing Plan and Agreement

Section 1610 requires the developer to submit an inclusionary housing plan with their residential development application (site plan, preliminary plat, building permit) for staff review. The plan describes how the development complies with the inclusionary housing regulations, the inclusionary housing guidelines (see Section 1612 below), and their marketing plan. The plan also describes how they will comply with all applicable fair housing and discrimination laws.

The inclusionary housing agreement is a recorded legal document that ensures that all the requirements of the ordinance are satisfied. The specifics of the agreement are outlined in this section.

Section 1611: Percentage of Affordable Units

Section 1611 reaffirms the calculation of inclusionary housing units.

Section 1612: General Requirements for Inclusionary Units

Inclusionary Housing Guidelines are any requirements for implementation and administration of the inclusionary housing ordinance, as recommended by the Easton Affordable Housing Board and adopted by the Town Council. Adopted inclusionary housing guidelines may include, but not be limited to, standards for determining household composition; income eligibility and prices for sale and rental of inclusionary units; income limit schedules; inclusionary housing costs or

carrying charges; design guidelines; provisions of continued monitoring of tenant eligibility; and document templates. Guidelines may also specify the contents of the inclusionary housing plan. The Guidelines are reviewed and updated on a regular basis.

Section 1612 establishes what minimum requirements must be included in the Inclusionary Housing Guidelines adopted by the Town Council. Requirements include the integration of inclusionary housing units with market rate units; assurances that the size, exterior features, and certain construction features are not inferior to the market rate units; and access for those living in the inclusionary units to the same amenities as those living in the market rate units.

Section 1613: For-Sale of Inclusionary Units

Section 1613 establishes the provisions for the method of calculation of the selling price of for-sale inclusionary housing units. The section also establishes that: 1) the developer is responsible for the screening and qualification of the initial purchaser of a for-sale inclusionary unit, 2) the Easton Affordable Housing Board is the entity that establishes guidelines for the calculation of the Affordable Sales Price for an inclusionary unit, 3) the for-sale inclusionary unit must be the primary residence of the purchaser, and 4) the purchaser of a for-sale inclusionary unit is required to execute and consent to the affordability restrictions at the close of escrow and execute a Subordinate Shared Appreciation Loan agreement in favor of the Town of Easton, secured by a deed of trust, for the amount of the Subordinate Shared Appreciation Loan.

Section 1614: Rental of Inclusionary Units

Section 1614 establishes the provisions for the method of calculation of the affordable rental rate for the rental inclusionary housing units. The section also establishes that: 1) the developer, property owner, or property manager is responsible for verifying household income eligibility, 2) the Easton Affordable Housing Board is the entity that establishes and updates the Affordable Rental Rate and notifies the property owner or manager of the new rental rates, 3) each residential development containing rental inclusionary units is subject to an annual compliance process which is specified in the inclusionary housing agreement, 4) rental inclusionary unit tenants are subject to the same conditions of tenancy as other market-rate tenants occupying the same property, and 5) the initial lease term for the rental inclusionary unit is for one year.

Section 1615: Marketing of Inclusionary Units

Section 1615 requires the developer to market, rent and sell all inclusionary units and must notify the Affordable Housing Board and the Town when the inclusionary unit is available at the time the building permit is issued. For rentals, the property owner or manager must provide advance notice to the Affordable Housing Board and Town when there is an impending vacancy. The section also allows the developer to assign these responsibilities to a qualified housing organization.

Section 1616: Continued Affordability Requirements

Section 1616 establishes that all inclusionary rental units shall remain affordable for a period of no less than 30 years and that for-sale units shall remain affordable for a period of no less than 20 years. The continued affordability requirement would be embodied in a legally binding

agreement and/or a deed restriction. The section also gives the Affordable Housing Board an exclusive 30-day option to purchase any inclusionary unit when it's offered for resale. Lastly, the section prohibits subletting of inclusionary units except for owner-occupied units for a limited period of time in which there exists a household hardship or an unforeseen emergency that necessitates the owner renting the unit while it is being actively marketed for sale. Leasing of inclusionary units must be approved by the Easton Affordable Housing Board under terms that may be specified in the inclusionary housing guidelines.

Section 1617: Waiver

Section 1617 establishes procedures for the requirements of the ordinance to be waived, adjusted, or reduced if it's shown that its application would result in an unconstitutional taking of property or any other unconstitutional result.

Section 1618: Transfer of Development

Section 1618 establishes that all approved covered projects "run with the property" and are subject to the inclusionary housing ordinance.

Section 1619: Enforcement

Section 1619 refers to an unspecified area of the Town Code for enforcement of the ordinance.

Section 1620: Administration

Section 1620 establishes how inclusionary units are tracked on site plans, record final plats, and building permits. The section also requires the Affordable Housing Board to monitor activity under the ordinance and provide a report at least every 2 years to the Town Council.

ISSUES: Inclusionary zoning may be better suited to more rapidly growing and larger jurisdictions where the rate of growth can generate a significant number of units. The Town Council may want to discuss whether the ordinance is suitable for a town the size of Easton and its effect (positive or negative) on the housing market, especially for infill and redevelopment.

In addition, developer incentives, including property tax abatement, a waiving of capital charges, and a subsidy of impact fees have definite revenue implications and a cost-benefit analysis is prudent.

If a version of the ordinance is pursued further by the Town Council, staff will need to identify where the final drafted language is inconsistent with the Town Code and proposed revisions as necessary.

FISCAL IMPACT: The draft ordinance requires a significant expansion of time and responsibilities from the Affordable Housing Board, including but not limited to:

- Managing the Affordable Housing Fund
- Recommending to the Town Council the use of funds to offset impact fees
- Establishing the cash in lieu fees and updating the fees on an annual basis

- Developing and updating the Inclusionary Housing Guidelines and document templates
- Developing and updating the design standards for inclusionary units
- Updating and annually posting the income eligibility requirements
- Calculating and updating the pricing and rents of for-sale and rental inclusionary units
- Monitoring tenant eligibility for rental inclusionary units
- Monitoring activity and providing regular reports to the Town Council

The administration of the program will also need dedicated housing staff to assist the Board with their responsibilities, develop and update the program's website, and provide day-to-day management of the program. Maryland jurisdictions that have inclusionary housing ordinances include Queen Anne's County, which is managed by staff from the Division of Housing and Community Services as part of the Department of Community Services along with other housing programs including homeless assistance and prevention, rental code enforcement, workforce loans, and other special projects. The City of Annapolis inclusionary housing ordinance is administered by the Office of Community Development under the Community and Economic Development Division. The Office includes a full-time Housing Affordability Specialist. The City of Frederick's inclusionary housing program is administered by their Community Action Agency.

ATTACHMENTS:

1. Draft Inclusionary Housing Ordinance
2. AMSTRAT - MD Talbot County Smart Growth Presentation

Memo

To: The Easton Town Council
Megan Cook-President, Al Silverstein, Don Abbatiello, Ron Engle, Elmer Davis Jr.
Mayor Robert Willey
Don Richardson
Sharon VanEmburch

From: Jim Bent - Chairman

CC: Affordable Housing Board

Date: 01/17/2023

Re: Renovation Fund Replenishment

The Easton Affordable Housing Board approved replenishing the Renovation Fund, originally funded at \$250,000.00, buy a set aside of an additional \$400,000.00 of the existing revenue of the Affordable Housing Fund. The remaining funds after and as of 01/09/2023, \$1,014,059.74 with the anticipation of an additional \$340,207.76 revenue from the completion of Easton Village and Ashby Commons.

The first renovation project was completed June 2, 2014, at 320 Hopkins Place, an updated bathroom with disability access. Since 2014 we have completed 26 renovations - \$180,065.06 – consisting of 19 Grants, 6 Deferred No Interest Loans and 1 Low Interest loan. Your Board has also declined 16 applications for a variety of reasons, primarily with income over the program limits. The average per project \$6,923.

We currently have 3 approved applications, all grants, pending contractor scheduling plus 3 applications under consideration. Exposure from these 6 applications estimated at \$60,000.00, totaling \$240,065.06 of the original \$250,000.00.

Your Affordable Housing Board believes we have completed possibly one third of the potential opportunities for the Renovation Program.

Respectively Submitted

Jim Bent - Chairman

INCLUSIONARY HOUSING ORDINANCE

Section 1601

Purpose.

The purpose of this Article is to promote the public health, safety, and general welfare by promoting housing of high quality, located in neighborhoods throughout the community, for households of all incomes, ages, and sizes, in order to promote a culturally and economically diverse population in the Town. Based upon the review and consideration of the Town's officially adopted Comprehensive Plan (2010) as well as subsequent reports and analyses of the housing situation in the Town of Easton, it is apparent that the diversity of the Town's housing stock has declined as a result of rapidly increasing property values and housing costs and a reduction in the availability of housing choices. In light of this situation, the Easton Town Council makes the following findings:

1. It is a legitimate public purpose of the Town to achieve a diverse and balanced community with housing available for households of all income levels. Economic diversity fosters social and environmental conditions that protect and enhance the social fabric of the Town and are beneficial to the health, safety, and general welfare of its residents.
2. The Town is experiencing an increasing shortage of attainable housing due in part to the high cost of newly constructed housing. As a result, much of the workforce is excluded from many new neighborhoods, live in overcrowded or substandard housing, and devote an inordinately large percentage of their incomes to pay for housing.
3. In the legitimate pursuit of other worthy and valid goals relative to growth management, redevelopment, and resource protection, the amount of land available for residential development in the Town of Easton is limited, thereby exacerbating the housing supply and affordability problem.
4. The Town recognizes the need to provide attainable housing in order to maintain a diverse population and provide housing for those who live or work in the Town and Talbot County.
5. Without intervention, the increasing housing prices is resulting in an inadequate supply of affordable housing for residents and employees, which will have a negative impact upon the ability of the Town to attract new employers; to maintain an adequate work force to retain and expand existing employers; guarantee the public health, safety, and general welfare of the Town and its residents.
6. The remaining land available and appropriate for new residential development within the Town is limited. It is essential that a reasonable proportion of such land be developed into housing units attainable to households and working families.
7. While this Article provides specific alternatives to the production of on-site inclusionary units, the intent and preference of this Article is for the provision of inclusionary units constructed on-site and privately produced, owned, and managed.

Section 1602

Definitions.

1. Adaptive Reuse: Repurposing of an existing building(s) or structures, often obsolete or historic, for any use(s) other than the present use(s).
2. Affordable Housing Fund: A fund or account designated by the Town of Easton to maintain and account for all monies received pursuant to this Chapter.
3. Affordable Rental Rates: Based on household income limits that do not exceed the following:
 - (a) Very low-income households: one-twelfth of 30 percent of 50 percent of Median Family Income, adjusted for household size, appropriate for the unit or market rent, whichever is less.
 - (b) Low-income households: one-twelfth of 30 percent of 80 percent of Median Family Income, adjusted for household size, appropriate for the unit or market rent, whichever is less.
4. Affordable Sales Price: The maximum amount of a mortgage loan that could be obtained based on the monthly affordable mortgage payment, interest rate, and a fully amortized 30-year fixed rate mortgage. The affordable sales price is adjusted based on a reasonable down payment.
5. Applicant or Developer: A person, persons or entity that applies for a residential development and also includes the owner or owners of the property if the applicant does not own the property on which residential development is proposed.
6. Approval Body: The body with the authority to approved the residential development.
7. Attainable Housing: Housing types, through ownership or rental, that is attainable to those households making 110% or less of the MFI and generally do not spend more than 30% of their income on housing costs.
8. Carrying Charges: Expenses the owner of a home pays over the course of owning it. These costs usually include utilities, debt service payments, property taxes, insurance, deferred water and sewer fees, and homeowner association fees, among other items.
9. Cash in Lieu Fee: A fee required when the calculation of the inclusionary obligation results in a fraction of an inclusionary unit or when the developer pursues an alternative compliance option. In-lieu fees are initially established by the Chapter and may be revised from time-to-time by resolution of the Town Council, upon recommendation by the Easton Affordable Housing Board. Fees may be determined for a specific residential development through the preparation of an affordability gap analysis that will determine the difference between the inclusionary sales price or rent and the fair market rate price for the unit.

10. Continued Affordability: The time during which an inclusionary unit is subject to rental price controls and owner occupancy and resale requirements.
11. Covered Project: Any project meeting the criteria of this section shall be deemed a covered project. A covered project is subject to a Town of Easton Housing Inclusionary Housing Plan and Inclusionary Housing Agreement.
12. Density Bonus: Dwelling units approved in a residential development that are in excess of the maximum allowable residential density otherwise permitted by the Town of Easton.
13. Inclusionary Housing Agreement: An agreement between the Town of Easton and an applicant governing how the applicant shall comply with this Chapter.
14. Inclusionary Housing Guidelines: Any requirements for implementation and administration of this Chapter, recommended by the Easton Affordable Housing Board and adopted by the Town Council. Adopted inclusionary housing guidelines may include, but not be limited to, standards for determining household composition; income eligibility and prices for sale and rental of inclusionary units; income limit schedules; inclusionary housing costs or carrying charges; design guidelines; provisions of continued monitoring of tenant eligibility; and document templates. Guidelines may also specify the contents of the inclusionary housing plan and are updated on a regular basis.
15. Inclusionary Housing Plan: A plan containing all of the information specified in this Chapter, and includes the manner in which inclusionary units will be provided in conformance with this Chapter and any adopted inclusionary housing guidelines.
16. Inclusionary Unit: A dwelling unit required by this Chapter to be affordable to 30% MFI, very low, low, median, or moderate-income households and subject to recorded affordability restrictions.
17. Low-Income Households: Those households whose income does not exceed 60% of the MFI, adjusted for household size.
18. Market Rate Housing: Housing that already exists or is part of a proposed development that is based on existing area market values and demand and is not an inclusionary unit. Families making above 110% of the median family income qualify for market rate housing.
19. Median Family Income (MFI): An annual estimate calculated by HUD as a function of the area's MFI. The basis for HUD's MFI is data from the American Community Survey. The MFI is adjusted each year by the Easton Affordable Housing Board based on Easton's median income.
20. Median-Income Households: Those households whose income does not exceed 80% of the MFI, adjusted for household size.

21. Moderate-Income Households: Those households whose income does not exceed 110% of the MFI, adjusted for household size.
22. Monthly Affordable Mortgage Payment: The cost that will be affordable to the specified household at the specified income level as follows:
 - (a) Median-income households: one-twelfth of 30 percent times 80 percent of Median Family Income adjusted for household size appropriate for the unit.
 - (b) Moderate-income households: Not be less than 28 percent of the gross income of the household, nor exceed one-twelfth of 35 percent times 110 percent of Median Family Income adjusted for household size appropriate for the unit.

The monthly affordable mortgage payment is adjusted based on property taxes, homeowner association fees, mortgage insurance premiums, utility costs, and a reasonable allowance for property maintenance and repairs, and utilities.
23. Ownership Residential Development: Any development that includes the creation of one or more residential dwelling units that may be sold individually.
24. Qualified Housing Organization: A public housing authority or a non-profit organization whose mission includes the purpose of providing attainable housing.
25. Rental Residential Development: Any development that creates one or more residential dwelling units that are not lawfully sold.
26. Residential Development: Any development that includes residential units for which a site plan, preliminary plat subdivision, or building permit is required that includes:
 - (a) The creation of one or more dwelling units;
 - (b) The substantial rehabilitation of one or more dwelling units;
 - (c) The creation of dwelling units through adaptive reuse; or
 - (d) The conversion of non-residential uses to dwelling units.
27. Substantial Rehabilitation: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the structure's market value before the improvement's start of construction.
28. Very Low-Income Household: Those households whose income does not exceed 50% of the MFI, adjusted for household size.

Section 1603 Intent.

The intent of these regulations is:

1. To provide attainable housing opportunities and choices for all of Easton's citizens;
2. To mitigate the impact of market rate housing construction on the limited supply of available land suitable for attainable housing, thus excluding housing that meets the needs of all economic groups within the Town; and
3. To prevent overcrowding and deterioration of the limited supply of attainable housing, and thereby promoting the public health, safety and general welfare of the Town and its residents.
4. To promote the integration of attainable housing with market rate housing.

Section 1604 Authority.

These regulations are enacted under the authority of Article XX, Section XX, of the Annotated Code of Maryland.

Section 1605 Applicability.

1. Except as otherwise provided in this Chapter, these regulations shall apply to all residential development on a site, or portion thereof, at one location which is the subject of an application for a site plan, preliminary plat subdivision, or building permit, whichever comes first.

Section 1606 Exemptions.

1. This Chapter does not apply to a development that sets aside affordable dwelling units in accordance with Section 42 of the Federal Internal Revenue Code, pursuant to which a restricted covenant is to be recorded in the land records of Talbot County setting forth income limitations of tenants in accordance with the Federal Low Income Housing Tax Credit Program in favor of the Maryland Department of Housing and Community Development or a subsidiary thereof or other governmental entity responsible for administration of the Federal Low-Income Housing Tax Credit Program.

Section 1607 Inclusionary Housing Requirements.

1. Residential developments proposing 5 or more dwelling units through new construction and/or substantial rehabilitation of existing structures or the creation of 10 or more dwelling units through adaptive reuse or conversion of a nonresidential use to residential use shall provide 10% of the dwelling units in the residential development as inclusionary units upon the same site as the residential development as follows:
 - (a) Ownership residential development. The applicant shall provide:
 - 1) 50% of the inclusionary units in the residential development available at an affordable sales price to median-income households
 - 2) 50% of the inclusionary units in the residential development available at an affordable sales price to moderate-income households
 - (b) Rental residential development. The applicant shall provide:
 - 1) 50% off the inclusionary units in the residential development available at an affordable rent to very low-income households
 - 2) 50% of the inclusionary units in the residential development available at an affordable rent to low-income households
2. In the event only one inclusionary unit is required, or in the case of required rental inclusionary units that result in less than four units, the inclusionary unit(s) shall be provided at the lower required affordability level(s). In the event the required inclusionary units result in a fraction that does not evenly divide by the percentages required above, the required fractional portion shall be met through a cash in lieu fee for one inclusionary unit as specified in Section 1609 below. A cash in lieu fee for the required fractional portion is not subject to Town Council approval.
3. Calculations of the number of inclusionary units required by this section shall be based on the number of dwelling units in the residential development, excluding any density bonuses.
4. When a residential development includes both ownership and rental dwelling units, the provisions of this Chapter that apply to ownership residential development shall apply to that portion of the development that consists of ownership dwelling units, while the provisions of this Chapter that apply to rental residential development shall apply to that portion of the development that consists of rental dwelling units.
5. Multiple developments or projects by the same applicant or responsible party within any consecutive twelve (12) twenty-four (24) month period that in the aggregate equal or exceed the above criteria shall be subject to these regulations.
6. An applicant for a site plan, preliminary plat subdivision, or building permit shall not avoid the requirements of this chapter by submitting piecemeal applications. At the time of the application for first approval for the residential development, the applicant shall identify all

contiguous property under common ownership and control. The applicant shall not be required to construct dwelling units upon the contiguous property at the time of the application for first approval; however, the applicant shall be required to include the contiguous property under common ownership or control in its inclusionary housing plan. The inclusionary housing agreement shall be recorded against the residential development and all contiguous property under common ownership or control. The agreement shall require compliance with this Chapter upon development of each contiguous property at such time as there are applications that would authorize a total of five or more residential units through new construction and/or substantial rehabilitation of existing structures or 10 or more residential units through adaptive reuse or conversion of a nonresidential use to residential use for the residential development and the contiguous property under common ownership or control.

7. An applicant shall not be exempt from the requirements by submitting phased applications for the residential development. Occupancy permits for no more than fifty percent (50%) of the market rate units shall be issued prior to the issuance of occupancy permits for fifty percent (50%) of the inclusionary units. Occupancy permits for no more than seventy-five percent (75%) of the market rate dwelling units shall be issued until occupancy permits have been issued for seventy-five percent (75%) of the inclusionary units for the residential development. Occupancy permits for no more than ninety percent (90%) of the market rate dwelling units shall be issued until occupancy permits have been issued for one hundred percent (100%) of the inclusionary units for the development.
8. The following information shall be submitted with each building permit application for a market rate dwelling unit within the residential development:
 - (a) The total number of dwelling units, market rate units, and inclusionary units proposed for the development;
 - (b) The number of occupancy permits already issued for market rate units within the development;
 - (c) The number of occupancy permits already issued for inclusionary units within the development; and
 - (d) The lot number or unit number of each inclusionary unit for which an occupancy permit has been issued.

Section 1608 Inclusionary Housing Incentives.

1. The developer of a residential development on a base residential zoning district providing all required inclusionary units upon the same site as the market-rate units may, at the

developer's sole option and concurrently with the submittal of the inclusionary housing plan, may receive a density bonus of 20% from the base zoning district.

2. The developer of a residential development providing all required inclusionary units upon the same site as the market rate units may receive up to a 20% variance in development standards, including lot size, lot frontage, lot coverage, height, and setbacks, as well as a 20% modification from the required parking standards.
3. Residential developments proposing the creation of 10 or more dwelling units through adaptive reuse or conversion of a nonresidential use to residential use shall receive:
 - (a) A cash subsidy from the Affordable Housing Fund for the payment of Impact Fees provided that the Town's Impact Fee Ordinance allows for such a payment, the funds necessary to provide the cash subsidy exist, and such expenditure is approved by the Easton Town Council after recommendation by the Affordable Housing Board; and
 - (b) A reduction in the applicable capital charges;
 - (c) Residential developments that provide at least 20% of the dwelling units as inclusionary units shall be eligible for real property tax abatement as established by the Town Council.

Section 1609

Alternative Compliance Options.

1. In the case where inclusionary units are provided on-site pursuant to Section 1607 above, the developer shall provide inclusionary units at a price or rent approved by the Affordable Housing Board. Nothing in this Chapter precludes the developer from partnering with a qualified housing organization to build the on-site inclusionary units.
2. Alternatively, the developer may:
 - (a) Build and sell at least one and one-half times the required number of the inclusionary units of the residential development off-site within the Town limits of Easton on property either owned by the Town or by partnering with a qualified housing organization to build inclusionary units.
 - (b) A developer may also fulfill their off-site requirement by purchasing land within Talbot County and donating it to a qualified housing organization for them to build one and one-half times the required number of inclusionary units.
 - (c) The developer's proposal for off-site construction of inclusionary units is subject to Town Council review and approval. The Town may grant off-site construction approval if the proposal meets all of the following conditions:

- 1) Off-site inclusionary units shall comply with the general requirements defined in Section 1610 and with any adopted inclusionary housing guidelines;
 - 2) Financing or a viable financing plan, which may include public funding, shall be in place for the off-site inclusionary units;
 - 3) The off-site location, based on location, size, and existing conditions, is suitable for the proposed inclusionary housing and is consistent with any adopted inclusionary housing guidelines; and
 - 4) Construction of the off-site inclusionary units may not have commenced prior to the first approval of the residential development.
3. Residential developments proposing the creation of 10 or more dwelling units through adaptive reuse or conversion of a nonresidential use to residential use may provide a cash in lieu of fee according to the development categories below. A request for a cash in lieu of fee shall be made concurrently with the site plan, preliminary subdivision or building permit application, whichever comes first.
 - (a) The cash in lieu of fees for for-sale and rental inclusionary units shall be calculated and updated by the Easton Affordable Housing Board on an annual basis and may also include estimated costs of administration.
 - (b) The Town shall not issue a building permit for any market rate housing units until all cash in lieu of fees have been paid to the Town of Easton.
 - (c) In reviewing a request for cash in lieu of fee, the Town Council shall take into consideration:
 - 1) Whether there are unique, or unusual site constraints, such as adverse impacts on environmental resources and features on the subject parcel and adjacent parcels;
 - 2) Unusual costs associated with development of the subject property; or
 - 3) Overriding public health, safety and welfare issues.
 - (d) Cash in lieu of fees are to be paid prior to issuance of the first building permit and shall be calculated in terms of current dollars, adjusted by the CPI, at the time the actual contribution is officially transferred to the County. Fees collected shall be placed in the Affordable Housing Fund to be used by the Easton Affordable Housing Board for their programs.

Average market rate unit price within the development is under \$300,000 = \$3,000 per permit

Average market rate unit price within the development is \$300,000-\$500,000 = \$5,000 per permit

Average market rate unit price within the development is over \$500,000 = \$7,500 per permit

4. A developer may propose an alternative compliance method to provide inclusionary units through other means consistent with this Chapter and any adopted inclusionary housing guidelines. The approval body may approve or conditionally approve such an alternative only if the approval body determines, based on substantial evidence, that such alternative compliance will provide as many or more inclusionary units at the same or lower income levels or will otherwise provide greater public benefit than would the provision of the on-site inclusionary units.

Section 1610 Inclusionary Housing Plan and Agreement.

1. An application for the first approval of a residential development shall include an inclusionary housing plan describing how the development will comply with the provisions of this Chapter and the inclusionary housing guidelines, if applicable. As an alternative to compliance with the basic provisions included in this Chapter, an applicant may propose one of the alternatives listed in Section 1609 of this Chapter as part of the inclusionary housing plan.
2. Any proposed density bonus, variances, modification of parking standards, or other incentives shall be included in the inclusionary housing plan.
3. No application for a residential development may be deemed complete unless an inclusionary housing plan is submitted in conformance with this Chapter.
4. Before the approval body may approve the inclusionary housing plan, the approval body must affirmatively find that the inclusionary housing plan conforms to the requirements set forth in this Chapter. A plan shall be attached to the first approval submittal of any residential development and the inclusion agreement, described below, shall be recorded prior to the approval of any final site plan, final record plat, or building permit for the residential development.
5. The approved inclusionary housing plan for a residential development, or for a building phase in a residential development, where phasing has been approved as part of planning permit approvals, may be amended prior to issuance of any building permit for the residential development or building phase, if applicable. A request for a minor modification

of an approved inclusionary housing plan may be granted by the Town Manager or their designee if the modification is substantially in compliance with the original inclusionary housing plan and conditions of approval. Other modifications to the inclusionary housing plan shall be processed in the same manner as the original plan.

6. The inclusionary housing plan shall describe the applicant's marketing plan in conformance with Section 1613 below, which shall comply with all applicable fair housing and discrimination laws and shall not discriminate in the sale or rental of inclusionary units on the basis of race, color, religion, sex, familial status, national origin, marital status, sexual orientation, gender identity, disability, or source of income, with the exception of residential developments that comply with the Housing for Older Persons Act.
7. The applicant shall enter into an inclusionary housing agreement with the Town of Easton, in a form approved by the Town Attorney, to be executed by the Town Manager or their designee, to ensure that all the requirements of this chapter are satisfied.
 - (a) The inclusionary housing agreement shall be recorded against the residential development prior to approval of any final site plan or final record plat, or issuance of any building permit, whichever occurs first.
 - (b) The inclusionary housing agreement shall specify the number, type, location, size, and phasing of all inclusionary units, provisions for income certification and screening of potential purchasers or renters of units, maintenance obligations, and the financing of ongoing administrative and monitoring costs, consistent with the approved inclusionary housing plan and any adopted inclusionary housing guidelines, as determined by the Town Manager or designee.
 - (c) The inclusionary housing agreement shall define rent and sale price increase procedures, and provide formulas for how resale prices for ownership inclusionary units are calculated, including the ability for homeowners to capture some or all of the depreciated value of capital improvements they made to the inclusionary unit.
 - (d) In selecting households for the inclusionary units in accordance with this Chapter, the inclusionary housing agreement shall specify preferences that shall be given as described in the inclusionary housing guidelines, if any.

Section 1611 Percentage of Affordable Units.

All covered projects shall meet the percentage requirements for inclusionary units as specified in Section 1607. The percentage of inclusionary units shall be calculated with a base number that excludes any bonus units added to the covered project under Section 1608.

Section 1612 General Requirements for Inclusionary Units.

1. In addition to design requirements that may be specified in the inclusionary housing guidelines, all covered projects must comply with the requirements set forth in subparagraphs (a) through (g) below:
 - (a) On-site inclusionary units shall be interspersed among market rate units.
 - (b) In order to assure an adequate distribution of on-site inclusionary units by household size, the bedroom mix of inclusionary units in any project shall be in the same ratio as the bedroom mix of the market rate units of the project, unless otherwise approved by the Easton Planning Commission and/or the Easton Town Council.
 - (c) On-site inclusionary units may differ from the market units in a covered project with regard to interior amenities and gross floor area; provided, that:
 - 1) These differences, excluding differences related to size differentials, are not apparent in the general exterior appearance of the project's units; and
 - 2) These differences do not include insulation, windows, heating systems, and other improvements related to the energy efficiency of the project's units; and
 - 3) The gross floor area of the inclusionary units is not less than the following minimum requirements, unless otherwise recommended in the inclusionary housing guidelines approved by the Easton Town Council.

NUMBER OF BEDROOMS	Minimum SIZE
Studios	600 square feet
One bedroom	850 square feet
Two bedrooms	1,100 square feet
Three bedrooms	1,300 square feet
Four bedrooms	1,500 square feet

- (d) The inclusionary units shall have the same amenities as the market rate units included within the development, such as access to and enjoyment of common open space, parking, storage, and other facilities in the residential development.
- (e) Priority in the sale of on-site inclusionary units may be established by criteria specified in the inclusionary housing guidelines;
- (f) Except for household income limitations as set forth herein, occupancy of any on-site inclusionary unit shall not be limited by any conditions that are not otherwise applicable to all units within the covered project; and

- (g) The final calculations for the number of on-site inclusionary units and the sales or rental price for these units shall be made prior to the issuance of building permits for the covered project.

Section 1613 For-Sale of Inclusionary Units.

1. The Developer (or designee) is responsible for the screening and qualification of the initial purchaser of a for-sale inclusionary unit. The Developer must provide 90 days' advance written notice to the Town of Easton and the Easton Affordable Housing Board of the initial marketing of the inclusionary units. Final approval of qualified applicants is contingent on approval by the Easton Affordable Housing Board.
2. The Easton Affordable Housing Board shall establish guidelines for the calculation of the Affordable Sales Price for an inclusionary unit within a residential development and the calculation shall be updated yearly thereafter.
3. Unless otherwise specified in the inclusionary housing guidelines, the following provisions shall apply to the calculation of selling prices of inclusionary units:
 - (a) The maximum income limit shall be adjusted for household size, which is equal to one person greater than the number of bedrooms in the unit, except that the appropriate household size for studios is two persons.
 - (b) With respect to on-site inclusionary units offered for sale, the maximum affordable sales price shall be based on:
 - 1) A fully amortized fixed-rate thirty-year mortgage, consistent with a "blended rate" for Easton banks, Talbot County based mortgage lenders, and the Maryland Department of Housing and Community Development. A lower rate may be used in calculating affordable prices if the developer can guarantee the availability of a fixed-rate thirty-year mortgage at this lower rate from another source for all of the inclusionary units required for the covered project;
 - 2) A down payment of no more than five percent (5%) of the purchase price;
4. In calculating additional carrying charges of inclusionary units, such as utilities and repairs, and maintenance, the following relationship between unit size and household size applies, unless otherwise specified in the inclusionary housing guidelines:

Efficiency units	1-person household
One-bedroom units:	1.5-person household (average of one and two-person household incomes)
Two-bedroom units:	3-person household
Three-bedroom units:	4.5-person household (average of four and five-person household incomes)
Four-bedroom units:	6-person household

5. The purchaser of a for-sale inclusionary unit shall execute and consent to the affordability restrictions and other conditions at the close of escrow and shall execute a Subordinate Shared Appreciation Loan agreement in favor of the Town of Easton, secured by a Deed of Trust, for the amount of the Subordinate Shared Appreciation Loan.
6. The inclusionary unit shall be the purchaser's primary place of residence.

Section 1614 Rental of Inclusionary Units.

1. The developer, property owner, or property manager is responsible for verifying household income eligibility.
2. The Affordable Rental Rate includes all charges related to occupancy of the unit including utilities, parking fees, fees for use of common facilities and amenities, and other fees and charges. If utilities are paid by tenants of the rental inclusionary units, the rent for the units shall be adjusted downward for tenant utility expenses.
3. In situations where there are multiple affordability restrictions/income or rent limits set by different funding requirements or jurisdictions, the residential development shall adhere to the strictest requirement so it can meet all of the layering restrictions.
4. The maximum Affordable Rental Rates shall be adjusted annually based on the most recently published Household Income Limits by the Easton Housing Affordability Board. The Board shall notify the property owner or property manager of the new rental rates. If the owner chooses to raise rents, the tenant must be given a sixty (60) day notice before any rent increase.
5. Each residential development containing rental inclusionary units shall be subject to an annual compliance process, which shall be specified in the inclusionary housing agreement.
6. Rental inclusionary unit tenants will be subject to the same conditions of tenancy as other tenants occupying the same property, except for the requirements provided by this Chapter and terms related to occupancy, income eligibility, annual recertification, limits on rents, and other terms that may be included in the inclusionary housing guidelines.

7. The initial lease term for the rental inclusionary unit shall be for one year.

Section 1615 Marketing of Inclusionary Units.

Any applicant developing a covered project shall adhere to the following provisions with respect to the initial offering of inclusionary units for sale or rent:

1. The developer shall be responsible for marketing, renting, and selling of all inclusionary units.
2. The developer shall notify the Easton Affordable Housing Board and the Town of Easton of the prospective availability of any inclusionary units at the time that the building permit is issued for such units in a covered project.
3. The property owner or property manager shall post each vacant rental inclusionary unit as soon as possible but not later than ten (10) days after notice of an impending vacancy and provide advanced notice of the opening to the Easton Affordable Housing Board and the Town of Easton.
4. The developer may assign its options under this section to a qualified housing organization dedicated to the provision of attainable housing, in which event it shall notify the Easton Affordable Housing Board and the Town of Easton of the organization to which it has assigned the option. The qualified housing organization shall deal directly with the developer, and shall have all of the authority of the Easton Affordable Housing Board as provided under this section.

Section 1616 Continued Affordability Requirements.

All covered projects shall comply with the following provisions to ensure continued affordability of inclusionary units provided under this Chapter and required to be continually affordable under Section 1606.

1. Continued Affordability Requirement. All inclusionary rental units shall remain affordable for a period of no less than thirty (30) years commencing from the date of initial occupancy of the units. For sale units shall remain affordable for a period of no less than twenty (20) years commencing from the date of initial occupancy of the units.
2. Deed Restrictions. Provisions to ensure continued affordability of inclusionary units shall be embodied in legally binding agreements and/or deed restrictions, which shall be prepared by the developer, but which shall not be recorded or filed until reviewed and approved by the Town Attorney with such modifications as it may deem necessary to carry out the purpose of this article. Any adopted inclusionary housing guidelines may include standard documents.

3. **Purchase Option.** Provisions for continued affordability of inclusionary units shall provide that the Easton Affordable Housing Board or its designee shall have an exclusive option to purchase any inclusionary unit when it is offered for resale. The purchase option shall be for a period of ninety (30) days from the date on which the Board is notified of the availability of the unit. The purchase price shall be calculated as per the appreciation allowances specified in the deed restrictions and the inclusionary housing agreement.
4. **Leasing/Subletting Restrictions.** Provisions for continued affordability of inclusionary units shall prohibit subletting. Leasing of inclusionary units shall only apply to owner-occupied units for a limited period of time in which there exists a household hardship or an unforeseen emergency that necessitates the owner renting the unit while it is being actively marketed for sale. Leasing of inclusionary units shall be approved by the Easton Affordable Housing Board under terms that may be specified in the inclusionary housing guidelines.

Section 1617

Waiver.

1. Notwithstanding any other provision of this Chapter, the requirements of this Chapter may be waived, adjusted, or reduced by the approval body based upon a showing that applying the requirements of this chapter would result in an unconstitutional taking of property or would result in any other unconstitutional result.
2. Any request for a waiver, adjustment, or reduction under this section shall be submitted to the Town of Easton concurrently with the inclusionary housing plan. The request for a waiver, adjustment, or reduction shall set forth in detail the factual and legal basis for the claim.
3. The request for a waiver, adjustment, or reduction shall be reviewed and considered in the same manner and at the same time as the inclusionary housing plan.
4. In making a determination on an application for waiver, adjustment, or reduction, the applicant shall bear the burden of presenting substantial evidence to support the claim. The Town may assume each of the following when applicable:
 - (a) That the applicant will provide the most economical inclusionary units feasible, meeting the requirements of this Chapter and any adopted inclusionary housing guidelines; and
 - (b) That the applicant will benefit from the incentives for the residential development as described in this Chapter and elsewhere in the Town Code.
5. The waiver, adjustment or reduction may be approved only to the extent necessary to avoid an unconstitutional result, after adoption of written findings, based on substantial evidence, supporting the determinations required by this section. If a reduction, adjustment, or waiver is granted, any change in the residential development shall invalidate the reduction,

adjustment, or waiver, and a new application shall be required for a reduction, adjustment, or waiver pursuant to this section.

Section 1618 Transfer of Development.

For all approved covered projects that transfer ownership of the approved development, the new owner or developer shall be subject to all sections of this Chapter.

Section 1619 Enforcement.

Violations of this article shall be punishable as provided by Article X of this Chapter.

Section 1620 Administration.

1. Approved site plans and/or record final subdivision plats shall identify the specific number and location of each type of unit, by bedroom count, which are to be regulated as inclusionary units and a tabulation that demonstrates that the number of units provided satisfies the number of required units.
2. Written documentation and/or plans demonstrating that the affordable housing units are in conformance with Section 1609.1(d) shall be provided to the Office of Permits and Inspections prior to building permit issuance for the inclusionary units.
3. The Easton Affordable Housing Board shall monitor activity under this article and shall provide a report no less than every two (2) years to the legislative body, setting forth its findings, conclusions and recommendations for changes that will render the program more effective. The report described above shall be presented to the legislative body at a public hearing.

Section 1601**Purpose.**

The purpose of this Article is to promote the public health, safety, and general welfare by promoting housing of high quality, located in neighborhoods throughout the community, for households of all incomes, ages, and sizes, in order to promote a culturally and economically diverse population in the Town. Based upon the review and consideration of the Town's officially adopted Comprehensive Plan (2010) as well as subsequent reports and analyses of the housing situation in the Town of Easton, it is apparent that the diversity of the Town's housing stock has declined as a result of rapidly increasing property values and housing costs and a reduction in the availability of housing choices. In light of this situation, the Easton Town Council makes the following findings:

1. It is a legitimate public purpose of the Town to achieve a diverse and balanced community with housing available for households of all income levels. Economic diversity fosters social and environmental conditions that protect and enhance the social fabric of the Town and are beneficial to the health, safety, and general welfare of its residents.
2. The Town is experiencing an increasing shortage of attainable housing due in part to the high cost of newly constructed housing. As a result, much of the workforce is excluded from many new neighborhoods, live in overcrowded or substandard housing, and devote an inordinately large percentage of their incomes to pay for housing.
3. In the legitimate pursuit of other worthy and valid goals relative to growth management, redevelopment, and resource protection, the amount of land available for residential development in the Town of Easton is limited, thereby exacerbating the housing supply and affordability problem.
4. The Town recognizes the need to provide attainable housing in order to maintain a diverse population and provide housing for those who live or work in the Town and Talbot County.
5. Without intervention, the increasing housing prices is resulting in an inadequate supply of affordable housing for residents and employees, which will have a negative impact upon the ability of the Town to attract new employers; to maintain an adequate work force to retain and expand existing employers; guarantee the public health, safety, and general welfare of the Town and its residents.
6. The remaining land available and appropriate for new residential development within the Town is limited. It is essential that a reasonable proportion of such land be developed into housing units attainable to households and working families.
7. While this Article provides specific alternatives to the production of on-site inclusionary units, the intent and preference of this Article is for the provision of inclusionary units constructed on-site and privately produced, owned, and managed.

Section 1602**Definitions.**

1. Adaptive Reuse: Repurposing of an existing building(s) or structures, often obsolete or historic, for any use(s) other than the present use(s).
2. Affordable Housing Fund: A fund or account designated by the Town of Easton to maintain and account for all monies received pursuant to this Chapter.
3. Affordable Rental Rates: Based on household income limits that do not exceed the following:
 - (a) Very low-income households: one-twelfth of 30 percent of 50 percent of Median Family Income, adjusted for household size, appropriate for the unit or market rent, whichever is less.
 - (b) Low-income households: one-twelfth of 30 percent of 80 percent of Median Family Income, adjusted for household size, appropriate for the unit or market rent, whichever is less.
4. Affordable Sales Price: The maximum amount of a mortgage loan that could be obtained based on the monthly affordable mortgage payment, interest rate, and a fully amortized 30-year fixed rate mortgage. The affordable sales price is adjusted based on a reasonable down payment.
5. Applicant or Developer: A person, persons or entity that applies for a residential development and also includes the owner or owners of the property if the applicant does not own the property on which residential development is proposed.
6. Approval Body: The body with the authority to approved the residential development.
7. Attainable Housing: Housing types, through ownership or rental, that is attainable to those households making 110% or less of the MFI and generally do not spend more than 30% of their income on housing costs.
8. Carrying Charges: Expenses the owner of a home pays over the course of owning it. These costs usually include utilities, debt service payments, property taxes, insurance, deferred water and sewer fees, and homeowner association fees, among other items.
9. Cash in Lieu Fee: A fee required when the calculation of the inclusionary obligation results in a fraction of an inclusionary unit or when the developer pursues an alternative compliance option. In-lieu fees are initially established by the Chapter and may be revised from time-to-time by resolution of the Town Council, upon recommendation by the Easton Affordable Housing Board. Fees may be determined for a specific residential development through the preparation of an affordability gap analysis that will determine the difference between the inclusionary sales price or rent and the fair market rate price for the unit.

10. Continued Affordability: The time during which an inclusionary unit is subject to rental price controls and owner occupancy and resale requirements.
11. Covered Project: Any project meeting the criteria of this section shall be deemed a covered project. A covered project is subject to a Town of Easton Housing Inclusionary Housing Plan and Inclusionary Housing Agreement.
12. Density Bonus: Dwelling units approved in a residential development that are in excess of the maximum allowable residential density otherwise permitted by the Town of Easton.
13. Inclusionary Housing Agreement: An agreement between the Town of Easton and an applicant governing how the applicant shall comply with this Chapter.
14. Inclusionary Housing Guidelines: Any requirements for implementation and administration of this Chapter, recommended by the Easton Affordable Housing Board and adopted by the Town Council. Adopted inclusionary housing guidelines may include, but not be limited to, standards for determining household composition; income eligibility and prices for sale and rental of inclusionary units; income limit schedules; inclusionary housing costs or carrying charges; design guidelines; provisions of continued monitoring of tenant eligibility; and document templates. Guidelines may also specify the contents of the inclusionary housing plan and are updated on a regular basis.
15. Inclusionary Housing Plan: A plan containing all of the information specified in this Chapter, and includes the manner in which inclusionary units will be provided in conformance with this Chapter and any adopted inclusionary housing guidelines.
16. Inclusionary Unit: A dwelling unit required by this Chapter to be affordable to 30% MFI, very low, low, median, or moderate-income households and subject to recorded affordability restrictions.
17. Low-Income Households: Those households whose income does not exceed 60% of the MFI, adjusted for household size.
18. Market Rate Housing: Housing that already exists or is part of a proposed development that is based on existing area market values and demand and is not an inclusionary unit. Families making above 110% of the median family income qualify for market rate housing.
19. Median Family Income (MFI): An annual estimate calculated by HUD as a function of the area's MFI. The basis for HUD's MFI is data from the American Community Survey. The MFI is adjusted each year by the Easton Affordable Housing Board based on Easton's median income.
20. Median-Income Households: Those households whose income does not exceed 80% of the MFI, adjusted for household size.

21. Moderate-Income Households: Those households whose income does not exceed 110% of the MFI, adjusted for household size.
22. Monthly Affordable Mortgage Payment: The cost that will be affordable to the specified household at the specified income level as follows:
 - (a) Median-income households: one-twelfth of 30 percent times 80 percent of Median Family Income adjusted for household size appropriate for the unit.
 - (b) Moderate-income households: Not be less than 28 percent of the gross income of the household, nor exceed one-twelfth of 35 percent times 110 percent of Median Family Income adjusted for household size appropriate for the unit.

The monthly affordable mortgage payment is adjusted based on property taxes, homeowner association fees, mortgage insurance premiums, utility costs, and a reasonable allowance for property maintenance and repairs, and utilities.
23. Ownership Residential Development: Any development that includes the creation of one or more residential dwelling units that may be sold individually.
24. Qualified Housing Organization: A public housing authority or a non-profit organization whose mission includes the purpose of providing attainable housing.
25. Rental Residential Development: Any development that creates one or more residential dwelling units that are not lawfully sold.
26. Residential Development: Any development that includes residential units for which a site plan, preliminary plat subdivision, or building permit is required that includes:
 - (a) The creation of one or more dwelling units;
 - (b) The substantial rehabilitation of one or more dwelling units;
 - (c) The creation of dwelling units through adaptive reuse; or
 - (d) The conversion of non-residential uses to dwelling units.
27. Substantial Rehabilitation: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the structure's market value before the improvement's start of construction.
28. Very Low-Income Household: Those households whose income does not exceed 50% of the MFI, adjusted for household size.

Section 1603 Intent.

The intent of these regulations is:

1. To provide attainable housing opportunities and choices for all of Easton's citizens;
2. To mitigate the impact of market rate housing construction on the limited supply of available land suitable for attainable housing, thus excluding housing that meets the needs of all economic groups within the Town; and
3. To prevent overcrowding and deterioration of the limited supply of attainable housing, and thereby promoting the public health, safety and general welfare of the Town and its residents.
4. To promote the integration of attainable housing with market rate housing.

Section 1604 Authority.

These regulations are enacted under the authority of Article XX, Section XX, of the Annotated Code of Maryland.

Section 1605 Applicability.

1. Except as otherwise provided in this Chapter, these regulations shall apply to all residential development on a site, or portion thereof, at one location which is the subject of an application for a site plan, preliminary plat subdivision, or building permit, whichever comes first.

Section 1606 Exemptions.

1. This Chapter does not apply to a development that sets aside affordable dwelling units in accordance with Section 42 of the Federal Internal Revenue Code, pursuant to which a restricted covenant is to be recorded in the land records of Talbot County setting forth income limitations of tenants in accordance with the Federal Low Income Housing Tax Credit Program in favor of the Maryland Department of Housing and Community Development or a subsidiary thereof or other governmental entity responsible for administration of the Federal Low-Income Housing Tax Credit Program.

Section 1607 Inclusionary Housing Requirements.

1. Residential developments proposing 5 or more dwelling units through new construction and/or substantial rehabilitation of existing structures or the creation of 10 or more dwelling units through adaptive reuse or conversion of a nonresidential use to residential use shall provide 10% of the dwelling units in the residential development as inclusionary units upon the same site as the residential development as follows:
 - (a) Ownership residential development. The applicant shall provide:
 - 1) 50% of the inclusionary units in the residential development available at an affordable sales price to median-income households
 - 2) 50% of the inclusionary units in the residential development available at an affordable sales price to moderate-income households
 - (b) Rental residential development. The applicant shall provide:
 - 1) 50% off the inclusionary units in the residential development available at an affordable rent to very low-income households
 - 2) 50% of the inclusionary units in the residential development available at an affordable rent to low-income households
2. In the event only one inclusionary unit is required, or in the case of required rental inclusionary units that result in less than four units, the inclusionary unit(s) shall be provided at the lower required affordability level(s). In the event the required inclusionary units result in a fraction that does not evenly divide by the percentages required above, the required fractional portion shall be met through a cash in lieu fee for one inclusionary unit as specified in Section 1609 below. A cash in lieu fee for the required fractional portion is not subject to Town Council approval.
3. Calculations of the number of inclusionary units required by this section shall be based on the number of dwelling units in the residential development, excluding any density bonuses.
4. When a residential development includes both ownership and rental dwelling units, the provisions of this Chapter that apply to ownership residential development shall apply to that portion of the development that consists of ownership dwelling units, while the provisions of this Chapter that apply to rental residential development shall apply to that portion of the development that consists of rental dwelling units.
5. Multiple developments or projects by the same applicant or responsible party within any consecutive twelve (12) twenty-four (24) month period that in the aggregate equal or exceed the above criteria shall be subject to these regulations.
6. An applicant for a site plan, preliminary plat subdivision, or building permit shall not avoid the requirements of this chapter by submitting piecemeal applications. At the time of the application for first approval for the residential development, the applicant shall identify all

contiguous property under common ownership and control. The applicant shall not be required to construct dwelling units upon the contiguous property at the time of the application for first approval; however, the applicant shall be required to include the contiguous property under common ownership or control in its inclusionary housing plan. The inclusionary housing agreement shall be recorded against the residential development and all contiguous property under common ownership or control. The agreement shall require compliance with this Chapter upon development of each contiguous property at such time as there are applications that would authorize a total of five or more residential units through new construction and/or substantial rehabilitation of existing structures or 10 or more residential units through adaptive reuse or conversion of a nonresidential use to residential use for the residential development and the contiguous property under common ownership or control.

7. An applicant shall not be exempt from the requirements by submitting phased applications for the residential development. Occupancy permits for no more than fifty percent (50%) of the market rate units shall be issued prior to the issuance of occupancy permits for fifty percent (50%) of the inclusionary units. Occupancy permits for no more than seventy-five percent (75%) of the market rate dwelling units shall be issued until occupancy permits have been issued for seventy-five percent (75%) of the inclusionary units for the residential development. Occupancy permits for no more than ninety percent (90%) of the market rate dwelling units shall be issued until occupancy permits have been issued for one hundred percent (100%) of the inclusionary units for the development.
8. The following information shall be submitted with each building permit application for a market rate dwelling unit within the residential development:
 - (a) The total number of dwelling units, market rate units, and inclusionary units proposed for the development;
 - (b) The number of occupancy permits already issued for market rate units within the development;
 - (c) The number of occupancy permits already issued for inclusionary units within the development; and
 - (d) The lot number or unit number of each inclusionary unit for which an occupancy permit has been issued.

Section 1608 Inclusionary Housing Incentives.

1. The developer of a residential development on a base zoning district providing all required inclusionary units upon the same site as the market-rate units may, at the developer's sole

option and concurrently with the submittal of the inclusionary housing plan, may receive a density bonus of 20% from the base zoning district.

2. The developer of a residential development providing all required inclusionary units upon the same site as the market rate units may receive up to a 20% variance in development standards, including lot size, lot frontage, lot coverage, height, and setbacks, as well as a 20% modification from the required parking standards.
3. Residential developments proposing the creation of 10 or more dwelling units through adaptive reuse or conversion of a nonresidential use to residential use shall receive:
 - (a) A cash subsidy from the Affordable Housing Fund for the payment of Impact Fees provided that the Town's Impact Fee Ordinance allows for such a payment, the funds necessary to provide the cash subsidy exist, and such expenditure is approved by the Easton Town Council and by the Affordable Housing Board; and
 - (b) A reduction in the applicable capital charges;
 - (c) Residential developments that provide at least 20% of the dwelling units as inclusionary units shall be eligible for real property tax abatement as established by the Town Council.

Section 1609 Alternative Compliance Options.

1. In the case where inclusionary units are provided on-site pursuant to Section 1607 above, the developer shall provide inclusionary units at a price or rent approved by the Affordable Housing Board. Nothing in this Chapter precludes the developer from partnering with a qualified housing organization to build the on-site inclusionary units.
2. Alternatively, the developer may:
 - (a) Build and sell at least one and one-half times the required number of the inclusionary units of the residential development off-site within the Town limits of Easton on property either owned by the Town or by partnering with a qualified housing organization to build inclusionary units.
 - (b) A developer may also fulfill their off-site requirement by purchasing land within Talbot County and donating it to a qualified housing organization for them to build one and one-half times the required number of inclusionary units.
 - (c) The developer's proposal for off-site construction of inclusionary units is subject to Town Council review and approval. The Town may grant off-site construction approval if the proposal meets all of the following conditions:

- 1) Off-site inclusionary units shall comply with the general requirements defined in Section 1610 and with any adopted inclusionary housing guidelines;
 - 2) Financing or a viable financing plan, which may include public funding, shall be in place for the off-site inclusionary units;
 - 3) The off-site location, based on location, size, and existing conditions, is suitable for the proposed inclusionary housing and is consistent with any adopted inclusionary housing guidelines; and
 - 4) Construction of the off-site inclusionary units may not have commenced prior to the first approval of the residential development.
3. Residential developments proposing the creation of 10 or more dwelling units through adaptive reuse or conversion of a nonresidential use to residential use may provide a cash in lieu of fee according to the development categories below. A request for a cash in lieu of fee shall be made concurrently with the site plan, preliminary subdivision or building permit application, whichever comes first.
 - (a) The cash in lieu of fees for for-sale and rental inclusionary units shall be calculated and updated by the Easton Affordable Housing Board on an annual basis and may also include estimated costs of administration.
 - (b) The Town shall not issue a building permit for any market rate housing units until all cash in lieu of fees have been paid to the Town of Easton.
 - (c) In reviewing a request for cash in lieu of fee, the Town Council shall take into consideration:
 - 1) Whether there are unique, or unusual site constraints, such as adverse impacts on environmental resources and features on the subject parcel and adjacent parcels;
 - 2) Unusual costs associated with development of the subject property; or
 - 3) Overriding public health, safety and welfare issues.
 - (d) Cash in lieu of fees are to be paid prior to issuance of the first building permit and shall be calculated in terms of current dollars, adjusted by the CPI, at the time the actual contribution is officially transferred to the County. Fees collected shall be placed in the Affordable Housing Fund to be used by the Easton Affordable Housing Board for their programs.

Average market rate unit price within the development is under \$300,000 = \$3,000 per permit

Average market rate unit price within the development is \$300,000-\$500,000 = \$5,000 per permit

Average market rate unit price within the development is over \$500,000 = \$7,500 per permit

4. A developer may propose an alternative compliance method to provide inclusionary units through other means consistent with this Chapter and any adopted inclusionary housing guidelines. The approval body may approve or conditionally approve such an alternative only if the approval body determines, based on substantial evidence, that such alternative compliance will provide as many or more inclusionary units at the same or lower income levels or will otherwise provide greater public benefit than would the provision of the on-site inclusionary units.

Section 1610 Inclusionary Housing Plan and Agreement.

1. An application for the first approval of a residential development shall include an inclusionary housing plan describing how the development will comply with the provisions of this Chapter and the inclusionary housing guidelines, if applicable. As an alternative to compliance with the basic provisions included in this Chapter, an applicant may propose one of the alternatives listed in Section 1609 of this Chapter as part of the inclusionary housing plan.
2. Any proposed density bonus, variances, modification of parking standards, or other incentives shall be included in the inclusionary housing plan.
3. No application for a residential development may be deemed complete unless an inclusionary housing plan is submitted in conformance with this Chapter.
4. Before the approval body may approve the inclusionary housing plan, the approval body must affirmatively find that the inclusionary housing plan conforms to the requirements set forth in this Chapter. A plan shall be attached to the first approval submittal of any residential development and the inclusion agreement, described below, shall be recorded prior to the approval of any final site plan or final record plat for the residential development.
5. The approved inclusionary housing plan for a residential development, or for a building phase in a residential development, where phasing has been approved as part of planning permit approvals, may be amended prior to issuance of any building permit for the residential development or building phase, if applicable. A request for a minor modification

of an approved inclusionary housing plan may be granted by the Town Manager or their designee if the modification is substantially in compliance with the original inclusionary housing plan and conditions of approval. Other modifications to the inclusionary housing plan shall be processed in the same manner as the original plan.

6. The inclusionary housing plan shall describe the applicant's marketing plan in conformance with Section 1613 below, which shall comply with all applicable fair housing and discrimination laws and shall not discriminate in the sale or rental of inclusionary units on the basis of race, color, religion, sex, familial status, national origin, marital status, sexual orientation, gender identity, disability, or source of income, with the exception of residential developments that comply with the Housing for Older Persons Act.
7. The applicant shall enter into an inclusionary housing agreement with the Town of Easton, in a form approved by the Town Attorney, to be executed by the Town Manager or their designee, to ensure that all the requirements of this chapter are satisfied.
 - (a) The inclusionary housing agreement shall be recorded against the residential development prior to approval of any final site plan or final record plat, or issuance of any building permit, whichever occurs first.
 - (b) The inclusionary housing agreement shall specify the number, type, location, size, and phasing of all inclusionary units, provisions for income certification and screening of potential purchasers or renters of units, maintenance obligations, and the financing of ongoing administrative and monitoring costs, consistent with the approved inclusionary housing plan and any adopted inclusionary housing guidelines, as determined by the Town Manager or designee.
 - (c) The inclusionary housing agreement shall define rent and sale price increase procedures, and provide formulas for how resale prices for ownership inclusionary units are calculated, including the ability for homeowners to capture some or all of the depreciated value of capital improvements they made to the inclusionary unit.
 - (d) In selecting households for the inclusionary units in accordance with this Chapter, the inclusionary housing agreement shall specify preferences that shall be given as described in the inclusionary housing guidelines, if any.

Section 1611 Percentage of Affordable Units.

All covered projects shall meet the percentage requirements for inclusionary units as specified in Section 1607. The percentage of inclusionary units shall be calculated with a base number that excludes any bonus units added to the covered project under Section 1608.

Section 1612 General Requirements for Inclusionary Units.

1. In addition to design requirements that may be specified in the inclusionary housing guidelines, all covered projects must comply with the requirements set forth in subparagraphs (a) through (g) below:
 - (a) On-site inclusionary units shall be interspersed among market rate units.
 - (b) In order to assure an adequate distribution of on-site inclusionary units by household size, the bedroom mix of inclusionary units in any project shall be in the same ratio as the bedroom mix of the market rate units of the project, unless otherwise approved by the Easton Planning Commission and/or the Easton Town Council.
 - (c) On-site inclusionary units may differ from the market units in a covered project with regard to interior amenities and gross floor area; provided, that:
 - 1) These differences, excluding differences related to size differentials, are not apparent in the general exterior appearance of the project's units; and
 - 2) These differences do not include insulation, windows, heating systems, and other improvements related to the energy efficiency of the project's units; and
 - 3) The gross floor area of the inclusionary units is not less than the following minimum requirements, unless otherwise recommended in the inclusionary housing guidelines approved by the Easton Town Council.

NUMBER OF BEDROOMS	Minimum SIZE
Studios	600 square feet
One bedroom	850 square feet
Two bedrooms	1,100 square feet
Three bedrooms	1,300 square feet
Four bedrooms	1,500 square feet

- (d) The inclusionary units shall have the same amenities as the market rate units included within the development, such as access to and enjoyment of common open space, parking, storage, and other facilities in the residential development.
- (e) Priority in the sale of on-site inclusionary units may be established by criteria specified in the inclusionary housing guidelines;
- (f) Except for household income limitations as set forth herein, occupancy of any on-site inclusionary unit shall not be limited by any conditions that are not otherwise applicable to all units within the covered project; and

- (g) The final calculations for the number of on-site inclusionary units and the sales or rental price for these units shall be made prior to the issuance of building permits for the covered project.

Section 1613 For-Sale of Inclusionary Units.

1. The Developer (or designee) is responsible for the screening and qualification of the initial purchaser of a for-sale inclusionary unit. The Developer must provide 90 days' advance written notice to the Town of Easton and the Easton Affordable Housing Board of the initial marketing of the inclusionary units. Final approval of qualified applicants is contingent on approval by the Easton Affordable Housing Board.
2. The Easton Affordable Housing Board shall establish guidelines for the calculation of the Affordable Sales Price for an inclusionary unit within a residential development and the calculation shall be updated yearly thereafter.
3. Unless otherwise specified in the inclusionary housing guidelines, the following provisions shall apply to the calculation of selling prices of inclusionary units:
 - (a) The maximum income limit shall be adjusted for household size, which is equal to one person greater than the number of bedrooms in the unit, except that the appropriate household size for studios is two persons.
 - (b) With respect to on-site inclusionary units offered for sale, the maximum affordable sales price shall be based on:
 - 1) A fully amortized fixed-rate thirty-year mortgage, consistent with a "blended rate" for Easton banks, Talbot County based mortgage lenders, and the Maryland Department of Housing and Community Development. A lower rate may be used in calculating affordable prices if the developer can guarantee the availability of a fixed-rate thirty-year mortgage at this lower rate from another source for all of the inclusionary units required for the covered project;
 - 2) A down payment of no more than five percent (5%) of the purchase price;
4. In calculating additional carrying charges of inclusionary units, such as utilities and repairs, and maintenance, the following relationship between unit size and household size applies, unless otherwise specified in the inclusionary housing guidelines:

Efficiency units	1-person household
One-bedroom units:	1.5-person household (average of one and two-person household incomes)
Two-bedroom units:	3-person household

Three-bedroom units:	4.5-person household (average of four and five-person household incomes)
Four-bedroom units:	6-person household

5. The purchaser of a for-sale inclusionary unit shall execute and consent to the affordability restrictions and other conditions at the close of escrow and shall execute a Subordinate Shared Appreciation Loan agreement in favor of the Town of Easton, secured by a Deed of Trust, for the amount of the Subordinate Shared Appreciation Loan.
6. The inclusionary unit shall be the purchaser's primary place of residence.

Section 1614 Rental of Inclusionary Units.

1. The developer, property owner, or property manager is responsible for verifying household income eligibility.
2. The Affordable Rental Rate includes all charges related to occupancy of the unit including utilities, parking fees, fees for use of common facilities and amenities, and other fees and charges. If utilities are paid by tenants of the rental inclusionary units, the rent for the units shall be adjusted downward for tenant utility expenses.
3. In situations where there are multiple affordability restrictions/income or rent limits set by different funding requirements or jurisdictions, the residential development shall adhere to the strictest requirement so it can meet all of the layering restrictions.
4. The maximum Affordable Rental Rates shall be adjusted annually based on the most recently published Household Income Limits by the Easton Housing Affordability Board. The Board shall notify the property owner or property manager of the new rental rates. If the owner chooses to raise rents, the tenant must be given a sixty (60) day notice before any rent increase.
5. Each residential development containing rental inclusionary units shall be subject to an annual compliance process, which shall be specified in the inclusionary housing agreement.
6. Rental inclusionary unit tenants will be subject to the same conditions of tenancy as other tenants occupying the same property, except for the requirements provided by this Chapter and terms related to occupancy, income eligibility, annual recertification, limits on rents, and other terms that may be included in the inclusionary housing guidelines.
7. The initial lease term for the rental inclusionary unit shall be for one year.

Section 1615 Marketing of Inclusionary Units.

Any applicant developing a covered project shall adhere to the following provisions with respect to the initial offering of inclusionary units for sale or rent:

1. The developer shall be responsible for marketing, renting, and selling of all inclusionary units.
2. The developer shall notify the Easton Affordable Housing Board and the Town of Easton of the prospective availability of any inclusionary units at the time that the building permit is issued for such units in a covered project.
3. The property owner or property manager shall post each vacant rental inclusionary unit as soon as possible but not later than ten (10) days after notice of an impending vacancy and provide advanced notice of the opening to the Easton Affordable Housing Board and the Town of Easton.
4. The applicant may assign its options under this section to a qualified housing organization dedicated to the provision of attainable housing, in which event it shall notify the Easton Affordable Housing Board and the Town of Easton of the organization to which it has assigned the option. The qualified housing organization shall deal directly with the developer, and shall have all of the authority of the Easton Affordable Housing Board as provided under this section.

Section 1616 Continued Affordability Requirements.

All covered projects shall comply with the following provisions to ensure continued affordability of inclusionary units provided under this Chapter and required to be continually affordable under Section 1606.

1. Continued Affordability Requirement. All inclusionary rental units shall remain affordable for a period of no less than thirty (30) years commencing from the date of initial occupancy of the units. For sale units shall remain affordable for a period of no less than twenty (20) years commencing from the date of initial occupancy of the units.
2. Deed Restrictions. Provisions to ensure continued affordability of inclusionary units shall be embodied in legally binding agreements and/or deed restrictions, which shall be prepared by the developer, but which shall not be recorded or filed until reviewed and approved by the Town Attorney with such modifications as it may deem necessary to carry out the purpose of this article. Any adopted inclusionary housing guidelines may include standard documents.
3. Purchase Option. Provisions for continued affordability of inclusionary units shall provide that the Easton Affordable Housing Board or its designee shall have an exclusive option to purchase any inclusionary unit when it is offered for resale. The purchase option shall be for a period of ninety (30) days from the date on which the Board is notified of the availability

of the unit. The purchase price shall be calculated as per the appreciation allowances specified in the deed restrictions and the inclusionary housing agreement.

4. **Leasing/Subletting Restrictions.** Provisions for continued affordability of inclusionary units shall prohibit subletting. Leasing of inclusionary units shall only apply to owner-occupied units for a limited period of time in which there exists a household hardship or an unforeseen emergency that necessitates the owner renting the unit while it is being actively marketed for sale. Leasing of inclusionary units shall be approved by the Easton Affordable Housing Board under terms that may be specified in the inclusionary housing guidelines.

Section 1617

Waiver.

1. Notwithstanding any other provision of this Chapter, the requirements of this Chapter may be waived, adjusted, or reduced by the approval body based upon a showing that applying the requirements of this chapter would result in an unconstitutional taking of property or would result in any other unconstitutional result.
2. Any request for a waiver, adjustment, or reduction under this section shall be submitted to the Town of Easton concurrently with the inclusionary housing plan. The request for a waiver, adjustment, or reduction shall set forth in detail the factual and legal basis for the claim.
3. The request for a waiver, adjustment, or reduction shall be reviewed and considered in the same manner and at the same time as the inclusionary housing plan.
4. In making a determination on an application for waiver, adjustment, or reduction, the applicant shall bear the burden of presenting substantial evidence to support the claim. The Town may assume each of the following when applicable:
 - (a) That the applicant will provide the most economical inclusionary units feasible, meeting the requirements of this Chapter and any adopted inclusionary housing guidelines; and
 - (b) That the applicant will benefit from the incentives for the residential development as described in this Chapter and elsewhere in the Town Code.
5. The waiver, adjustment or reduction may be approved only to the extent necessary to avoid an unconstitutional result, after adoption of written findings, based on substantial evidence, supporting the determinations required by this section. If a reduction, adjustment, or waiver is granted, any change in the residential development shall invalidate the reduction, adjustment, or waiver, and a new application shall be required for a reduction, adjustment, or waiver pursuant to this section.

Section 1618 Transfer of Development.

For all approved covered projects that transfer ownership of the approved development, the new owner or developer shall be subject to all sections of this Chapter.

Section 1619 Enforcement.

Violations of this article shall be punishable as provided by Article X of this Chapter.

Section 1620 Administration.

1. Approved site plans and/or record final subdivision plats shall identify the specific number and location of each type of unit, by bedroom count, which are to be regulated as inclusionary units and a tabulation that demonstrates that the number of units provided satisfies the number of required units.
2. Written documentation and/or plans demonstrating that the affordable housing units are in conformance with Section 1609.1(d) shall be provided to the Office of Permits and Inspections prior to building permit issuance for the inclusionary units.
3. The Easton Affordable Housing Board shall monitor activity under this article and shall provide a report no less than every two (2) years to the legislative body, setting forth its findings, conclusions and recommendations for changes that will render the program more effective. The report described above shall be presented to the legislative body at a public hearing.

**TOWN COUNCIL WORKSHOP
INFORMATION ITEM**

SUBJECT: Draft Inclusionary Housing Ordinance

WARD DISTRICT: Townwide

STAFF CONTACT: Miguel Salinas, Director, P&Z

PURPOSE: To discuss the components of a draft Inclusionary Housing Ordinance (Attachment 1).

BACKGROUND:

According to the annual Income Limits Summary published by the United States Department of Housing and Urban Development (HUD), the FY 2022 Median Family Income (MFI) for Talbot County is \$101,100.¹ The County's MFI is 16% higher than the average MFI for the eastern shore of Maryland (excluding Cecil County) and second only to Queen Anne's County.

HUD sets income limits that determine eligibility for assisted housing programs including the Public Housing, Section 8 project-based, Section 8 Housing Choice Voucher, Section 202 housing for the elderly, and Section 811 housing for persons with disabilities programs. HUD's Income Limits Summary Table for Talbot County (Table 1 below) includes income limit categories based on the MFI for Low Income, Very Low Income, and Extremely Low Income categories adjusted for family size.

Table 1: Talbot County Median Family Income and Income Limits Summary²

FY 2022 Income Limit Area	Median Family Income Click for More Detail	FY 2022 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Talbot County, MD	\$101,100	Very Low (50%) Income Limits (\$) Click for More Detail	34,200	39,100	44,000	48,850	52,800	56,700	60,600	64,500
		Extremely Low Income Limits (\$)* Click for More Detail	20,550	23,450	26,400	29,300	32,470	37,190	41,910	46,630
		Low (80%) Income Limits (\$) Click for More Detail	54,750	62,550	70,350	78,150	84,450	90,700	96,950	103,200

¹ This number is calculated using the 5-year 2015-2019 American Community Survey MFY estimate (\$90,194) with an inflation factor adjustment based on the cumulative change in the national Consumer Price Index from annual 2019 to February 2022.

² Source: Department of Housing and Urban Development, Office of Policy Development and Research

Based on a brief analysis, staff concludes that the limited supply of market-rate homes for sale and apartments for rent in and around Easton are not attainable to a large percentage of our workforce. Below are two examples.

Example 1: A family of four making 80% of the MFI should spend no more than 30% of their monthly income on housing.³ The current median price of a home for sale in the Town of Easton and its immediate area is \$425,750.⁴ Assuming a 3% down payment at an interest rate of 6.7% on a thirty (30) year, fully amortizing fixed rate mortgage, the total monthly mortgage payment is \$2,664⁵. In comparison, a family of four in Talbot County making 80% of the MFI (\$78,150) can have a monthly affordable mortgage payment of \$1,115 without being cost-burdened;⁶ or a home at an affordable sales price of \$215,000.

Example 2: A physical therapy assistant with an associate degree making approximately \$54,000 per year can have a monthly affordable rental rate of \$1,369⁷. However, available apartments at that rate are severely limited. A search on the real estate website zillow.com lists three market-rate units below that rental rate: 1) a 1-bedroom in Carols Addition, 2) a studio at 45 S. Washington Street, and 3) a 1-bedroom at 211 E. Dover Street. The remaining six (6) rental apartments or homes listed on the website range from \$1,400 to \$3,700 per month with a mean rate of \$1,850. For a graphic designer making \$45,000 per year, there are two units on the market. For a restaurant cook making \$32,000 per year (less than 50% of the MFI, defined by HUD as very-low income), there are none.⁸

There are also no opportunities for attainable housing in the unincorporated areas of Talbot County. The County's comprehensive plan places high value on the protection of the shoreline, waterway, and agricultural lands, equally important goals as attainable housing. The County's plan to accomplish this is twofold: restrict the extension of sewer outside of development and growth areas that surround the towns and to take a restrictive approach toward the use of land over which it has zoning authority.⁹ To implement these objectives, the County's zoning regulations prohibit all housing types except single-family; the zoning districts are characterized as very low density; and the bulk requirements for each lot include large minimum lot sizes and low maximum lot coverage requirements. The end effect is housing segregation due to the cost of land and development supporting only higher-end housing in the unincorporated areas of

³ The 30% is adjusted for property taxes, HOA fees, mortgage insurance premiums, utility costs, and an allowance for typical maintenance and repairs.

⁴ The median was based on a recent search by staff on the real estate market website zillow.com.

⁵ The interest rate is based on the Freddie Mac Weekly Mortgage Survey.

⁶ The monthly affordable mortgage payment is based on 30% of a family of four making 80% of the MFI, after subtracting utility costs, real property taxes, mortgage insurance premium and a maintenance and repair allowance. Utility costs are derived from the Talbot County Housing Commission's average monthly utility allowance of housing choice voucher recipients; the property tax is based on a standard factor of 1.181 of the market price of the unit; and the maintenance and repair allowance is based on a 3-bedroom home at \$25 per bedroom.

⁷ The monthly affordable rental rate is based on 30% of a family of one making 80% of the MFI.

⁸ Wages are based on the 2021 Maryland Occupational Employment and Wage Estimates.

⁹ This policy is overridden for failing septic systems.

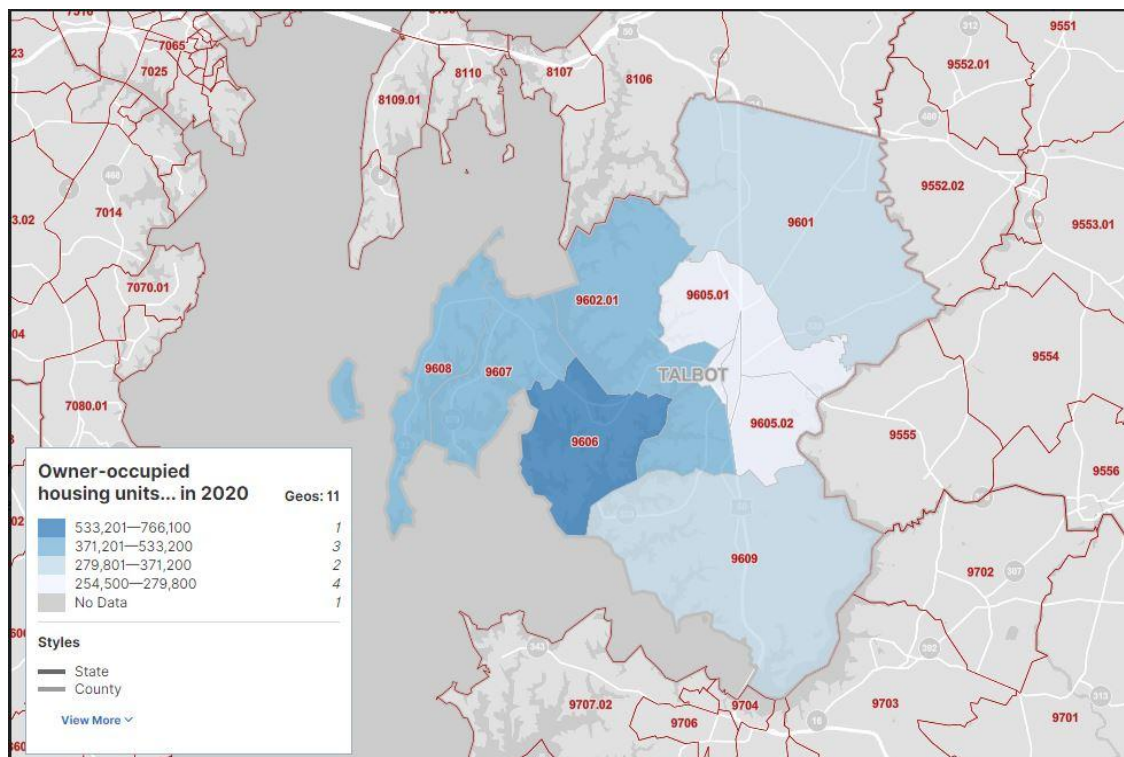
Talbot County. And as the graphics show below, housing segregation is the door to other types of segregation (see Graphics 1, 2, and 3 below).

As for the remaining towns outside of Easton, there are extremely limited areas for future growth and development adjacent to Oxford and St. Michaels. While Lakeside at Trappe, the new development in the Town of Trappe, will eventually provide approximately 2,500 homes, the approval of the Planned Unit Development by the Town of Trappe did not require any proffers for affordable or workforce housing.

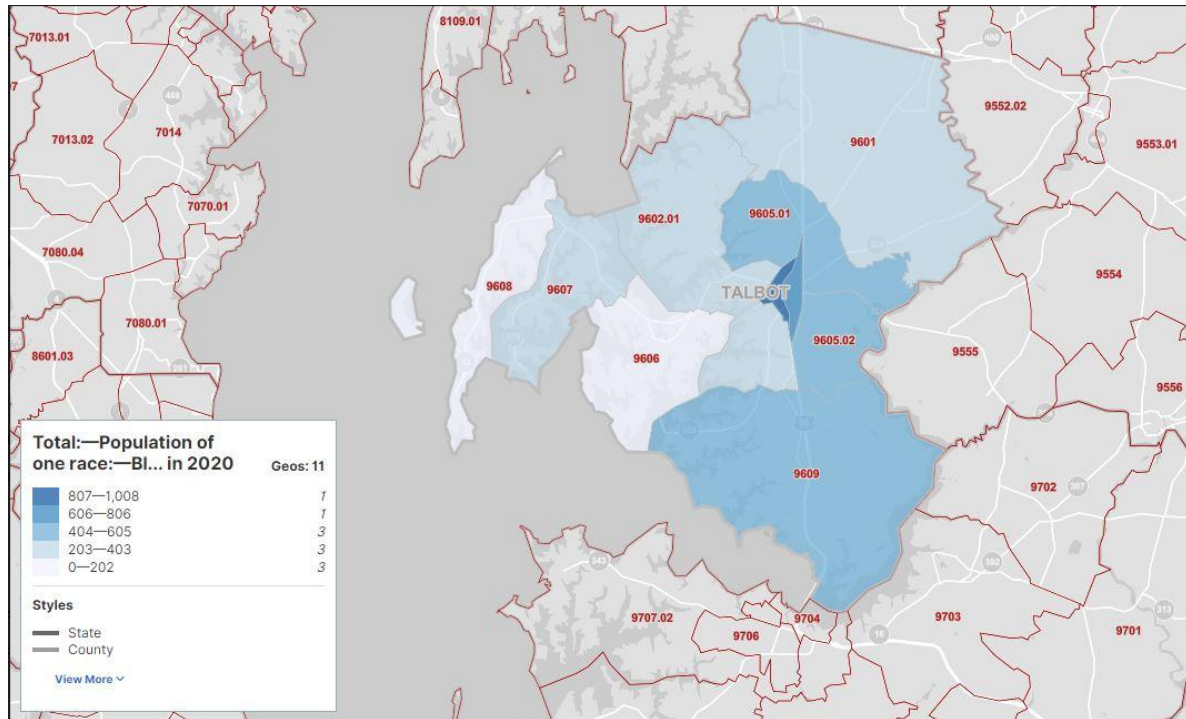
The Town of Easton is in the forefront of the current zoning reformation movement by adopting options and incentives for middle housing, such as triplexes, fourplexes, courtyard homes, cottage courts, and mansion apartments. Infill options are currently limited, however. Habitat for Humanity Choptank has indicated that within the next year, the affordable housing organization will run out of land to develop in Easton; the lots are too expensive to fit their model, with this occurring even though they receive 65 to 70 calls per month from people inquiring about eligibility. Where there is potential for infill development, private developers may have to provide market rate housing to cover their costs due to limited density potential stemming from regulatory, infrastructure and site constraints (for example historic district guidelines, limited space for off-street parking), and neighborhood opposition. Attainable housing opportunities in Easton from new greenfield development are uncertain; the Town Code does not require attainable housing commitments from new development unless it's proffered from the developer.

The cumulative result of market forces, limited supply, and exclusionary zoning is that much of Easton's workforce has no choice but to live outside of Talbot County and commute into the Town of Easton for their jobs, primarily from Caroline and Dorchester Counties where housing is more affordable.

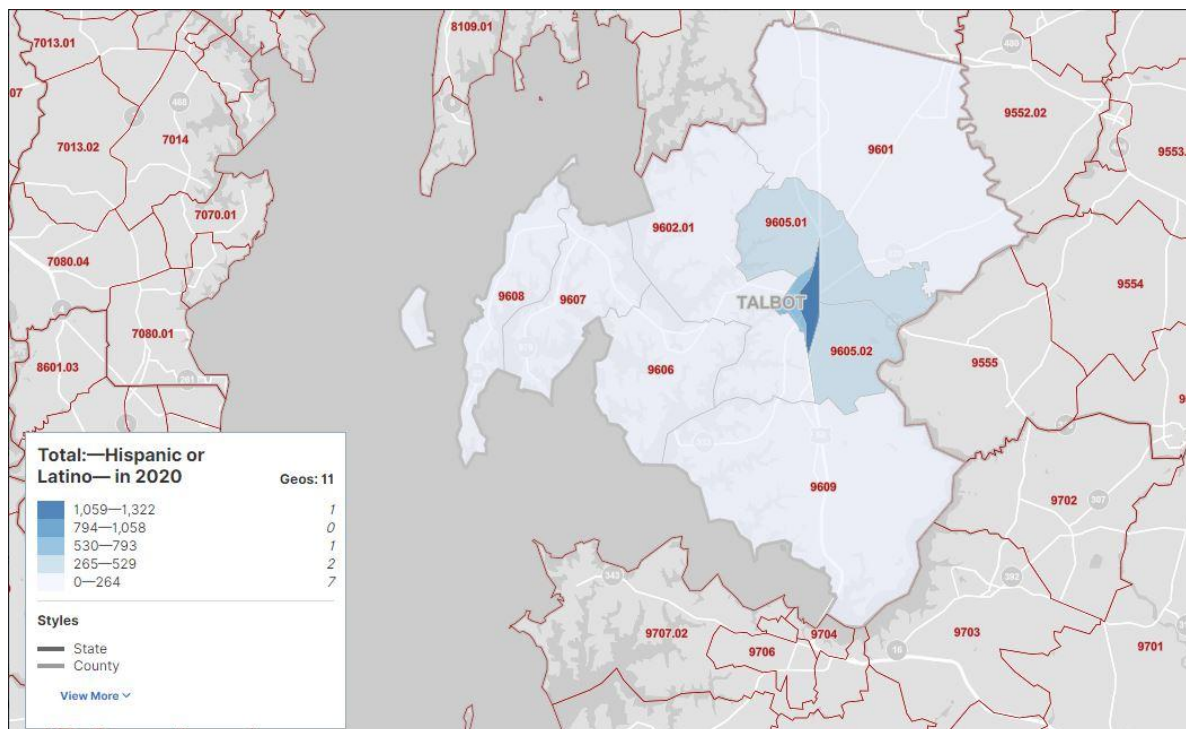
Graphic 1: Talbot County Median Value of Owner-Occupied Housing Units in 2020 by Census Tract



Graphic 2: Talbot County Black Population by Census Tract



Graphic 3: Talbot County Hispanic Population by Census Tract



Talbot County Smart Growth Survey

The lack of attainable housing is a concern to County residents. American Strategies, sponsored by the National Association of Realtors with support provided by the Mid-Shore Board of Realtors, designed and administered a telephone survey in June of 2022. The survey reached 325 adults, age 18 or older, who indicated they were registered to vote in Talbot County, Maryland (see Attachment 2 for a summary of their survey results).

The results of the survey indicated that residents are satisfied with their quality of life and they value the historic nature of Talbot's towns and villages and its natural resources, but they understand the need for additional housing – and in particular for more affordable housing for young people and those with lower incomes. Specific highlights are below:

- Residents are concerned about the County's affordable housing, where 51% say "creating more housing that is affordable to low and middle-income people" is a top priority
- A majority of Talbot residents consider the county's stock of available housing to be a "fairly big" or "very big" problem (60%)." Similarly, 66% consider housing affordability to be a problem in the county
- Looking at specific sectors of Talbot's housing market, 68% of residents believe there is too little housing for people with low incomes and for younger people who are just starting their careers. 60% also believe there to be too little housing for people who work in retail and service jobs, with the same number saying there are too few units available to rent full-time
- Talbot County residents are broadly supportive of government-led proposals to increase housing opportunities for the county
 - 67% percent of residents favor a proposal that requires developers to set aside sub-market rate housing for new projects and 62% favor providing tax breaks to developers who do so
 - Slightly smaller majorities are favorable toward proposals that change zoning laws to ease the process of building multi-family units (57%), and proposals that reduce government fees and regulatory barriers for builders (56%)

Draft Inclusionary Housing Ordinance

§ 3-114 of the Annotated Code of Maryland requires a housing element in comprehensive plans that addresses the need for affordable housing within a local jurisdiction, including for workforce and low-income housing. The law further states that local jurisdictions have a duty to affirmatively further fair housing through their housing and other programs and that the housing element of a comprehensive plan enacted or amended on or after January 1, 2023 include an assessment of fair housing to ensure that the local jurisdiction is furthering fair housing.¹⁰

¹⁰ "Affirmatively further fair housing" means to take meaningful actions, in addition to actions aimed at combating discrimination, to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to housing and opportunity based on protected characteristics. It also includes to take meaningful actions that, taken together: (i) address significant disparities in housing needs and access to opportunity; (ii) replace segregated living patterns with truly integrated and balanced living patterns; (iii) transform racially and ethnically concentrated areas of poverty into areas of opportunity; and (iv) foster and maintain compliance with civil rights and fair housing laws.

In addition to any other zoning and planning powers granted by the State of Maryland, § 7-401 of the Annotated Code of Maryland expressly gives a local legislative body the authority to enact local laws that:

- 1) impose inclusionary zoning, and award density bonuses, to create affordable housing units; and
- 2) restrict the use, cost, and resale of housing that is created under this authority to ensure that the purposes of affordable housing are carried out.

Thus inclusionary zoning is one land use regulatory tool that can be used to further fair and attainable housing policies in local jurisdictions. Inclusionary zoning refers to zoning ordinance requirements that new residential development must include a percentage of its units to be built to accommodate affordably priced dwelling units, either for rental or home ownership. The control period, or time in which the units must remain available to households below a certain income level, typically varies from 20-99 years depending on ownership versus rental unit type.¹¹ Several Maryland jurisdictions have passed inclusionary housing ordinances, including the counties of Montgomery and Queen Anne's, and the cities of Annapolis, Frederick and Baltimore.

Given the many challenges that the Town of Easton and Talbot County face in the provision of attainable housing, the adoption of an inclusionary housing ordinance for the Town of Easton is one way to respond to the crisis and add another tool in the toolbox of fair, equitable and affordable housing efforts currently undertaken by the Town.

The Inclusionary Housing Ordinance for Council consideration was drafted after a review of existing ordinances in the Maryland jurisdictions of Annapolis, Queen Anne's County, and Montgomery County and in Loudoun County, Virginia and East Palo Alto, California.¹² Staff also consulted with Maryland Affordable Housing Coalition, the Virginia Housing Alliance, and the National Low Income Housing Coalition during the drafting of the ordinance. The Chair of the Easton Affordable Housing Board also reviewed the draft ordinance prior to Council distribution.

Below are brief descriptions of each section of the draft ordinance:

¹¹ Maryland Department of Planning, Common Practices and Examples:

<https://planning.maryland.gov/Pages/OurWork/housing-element-mg/common-practices.aspx>

¹² Loudoun County was chosen for its location outside of Maryland and its similarity to Fairfax County, Virginia's and Montgomery County, Maryland's inclusionary housing ordinances. East Palo Alto, California was chosen because of its unique approach the provisions and management of their program; an example of a response to California's Housing Element Law, enacted in 1969, that required that all local governments adequately plan to meet the housing needs of everyone in the community; and as a response to exclusionary zoning and severe shortages of affordable housing combined with a reduction of federal housing subsidies. Over 170 California jurisdictions have inclusionary housing ordinances on the books.

Section 1601: Purpose

Section 1601 acknowledges the housing problem in Easton due to rapidly increasing property values and the reduction in the availability of housing choices. The section also affirms the Town's commitment to addressing the issue, its commitment to a diverse and balanced community and the impact of an inadequate supply of attainable housing to attract and retain employers and maintain an adequate workforce.

Section 1602: Definitions

Section 1602 contains definitions of terms used in the draft ordinance. The Section establishes definitions for affordable rental rates and monthly affordable mortgage payments and establishes definitions for Very Low-Income (0-50% MFI), Low-Income (up to 60% MFI), Median-Income (up to 80% MFI), and Moderate-Income Households (up to 110% MFI). Note that the definition of Median Family Income states that the annual County MFI published by HUD will be adjusted each year by the Affordable Housing Board based on the Town of Easton's median income.

Section 1603: Intent

Section 1603 establishes the intent of the ordinance; namely to provide attainable housing, mitigate the impact of market rate housing on attainable housing due to limited supply, and promote the integration of attainable housing with market rate housing.

Section 1604: Authority

Section 1604 cites the section of the Annotated Code of Maryland that gives the authority to local jurisdictions to enact inclusionary housing regulations and award density bonuses to further attainable housing.

Section 1605: Applicability

Section 1605 establishes that the regulations apply to all residential developments which are the subject of a site plan, preliminary plat, or building permit, whichever comes first.

Section 1606: Exemptions

Section 1606 exempts from the regulations any housing that is developed under the Low-Income Housing Tax Credit Program.

Section 1607: Inclusionary Housing Requirements

Section 1607 establishes when a 10% inclusionary housing requirement is required: when residential development is proposed of 5 or more units for ***new construction or substantial rehabilitation*** of existing structures and when residential development is proposed of 10 or more units for ***adaptive reuse*** or the ***conversion of a nonresidential use to a residential use***. This difference is to recognize the potential increased costs for adaptive reuse, infill development, and redevelopment.

Below are additional elements of Section 1607:

- A. When inclusionary housing is required for residential developments that include for-sale units, the for-sale inclusionary units are targeted towards median-income and moderate-income households. When inclusionary housing is required for residential

developments that include rental units, the rental inclusionary units are targeted towards very low-income and low-income households. The reason for the different target incomes is the assumption that households in the low and very-low income range oftentimes have more limited resources for down payments and housing costs associated with home ownership besides mortgage payments, including housing repair and maintenance.

- B. If only one inclusionary unit is required, or if four or less inclusionary units are required for rental residential developments, then the homes shall be targeted towards the lower range of household incomes.
- C. Fractional units are required to be met by paying a cash in lieu fee for a full unit.
- D. Calculations of the required number of units are based on the number of units exclusive of any additional units proposed by the developer under the density bonus provisions of the ordinance.
- E. Developers cannot circumvent or avoid the inclusionary housing requirements by piecemealing or phasing developments.
- F. Provisions are outlined for the tracking of the required inclusionary units for each building permit application submitted.

Section 1608: Inclusionary Housing Incentives

Section 1608 establishes incentives for the developer. These incentives include:

- A. For residential developments that require inclusionary housing units on the same site, the developer may receive a 20% density bonus above the maximum density allowed in the residential base zoning district (A-1, R-7A, R-10A, R-10M, CB, MXW).¹³
- B. If all required inclusionary units are provided on the same site, the developer may receive a variance of up to 20% from the dimensional requirements (lot size, lot frontage, lot coverage, height, and setbacks) without having to receive approval from the Board of Zoning Appeals. The developer may also receive a 20% modification from the parking requirements. The flexibility is provided to accommodate more units on the site when the developer chooses to utilize the density bonus.
- C. The adaptive reuse or conversion of nonresidential to residential, when 10 or more dwelling units are proposed, may receive: 1) a cash subsidy from the Affordable Housing Fund for the payment of impact fees, provided the funds exist and the expenditure is approved by the Affordable Housing Board and Town Council, 2) a reduction in the applicable capital charges, and 3) a real property tax abatement if the developer provides at least double the number of inclusionary units than what is required in the inclusionary housing ordinance.¹⁴ These incentives are targeted to adaptive reuse and nonresidential conversion in recognition of the challenges in site infrastructure and costs associated with redevelopment.

¹³ Planned Unit Development, which is a discretionary floating district, may already allow for higher densities: 16 dwelling units per acre for PUD-General, 60 dwelling units per acre for PUD-Infill, and 30 dwelling units per acre for PUD-Redevelopment. The Planned Redevelopment Overlay District permits a density of up to 40 dwelling units per acre.

¹⁴ The incentives for capital charge reductions and real property tax abatement may not be feasible and would require considerable discussion and investigation by the Easton Town Council and Easton Utilities, including the potential fiscal impacts.

Section 1609: Alternative Compliance Options

Section 1609 provides alternative compliance options, including:

- A. Partnering with a qualified housing organization to build on-site inclusionary units or to partner with such organization to build off-site units within the Town limits provided the number of units provided is one and one-half times the required number of units. The preference is for the developer to provide the inclusionary units onsite so housing segregation is minimized, thus the one and one-half times the required number of units.
- B. Purchasing land anywhere within the County and donating it to a qualified housing organization to build the aforementioned one and one-half number of required units.
- C. For adaptive reuse or conversion of nonresidential to residential, when 10 or more dwelling units are proposed, the developer may provide a cash in lieu fee, which would be based on the fees established in this Section.

Proposed off-site construction or cash in lieu fees would be subject to Town Council review and approval and must meet certain conditions. The in lieu fees will be updated by the Affordable Housing Board on an annual basis, after the revised fees are approved by Town Council Resolution.

The draft ordinance also allows the consideration of an alternative method of calculation based on the difference in price between the fair market rate price of the unit and the inclusionary sales price or rent (see the definition of cash in lieu fee in Section 1602 of the draft ordinance). This method would require an affordability gap analysis conducted with the assistance of a development or finance consultant, but would most likely result in significantly higher cash in-lieu fees than the initial fees specified in the draft ordinance.

Section 1610: Inclusionary Housing Plan and Agreement

Section 1610 requires the developer to submit an inclusionary housing plan with their residential development application (site plan, preliminary plat, building permit) for staff review. The plan describes how the development complies with the inclusionary housing regulations, the inclusionary housing guidelines (see Section 1612 below), and their marketing plan. The plan also describes how they will comply with all applicable fair housing and discrimination laws.

The inclusionary housing agreement is a recorded legal document that ensures that all the requirements of the ordinance are satisfied. The specifics of the agreement are outlined in this section.

Section 1611: Percentage of Affordable Units

Section 1611 reaffirms the calculation of inclusionary housing units.

Section 1612: General Requirements for Inclusionary Units

Inclusionary Housing Guidelines are any requirements for implementation and administration of the inclusionary housing ordinance, as recommended by the Easton Affordable Housing Board and adopted by the Town Council. Adopted inclusionary housing guidelines may include, but not be limited to, standards for determining household composition; income eligibility and prices for sale and rental of inclusionary units; income limit schedules; inclusionary housing costs or

carrying charges; design guidelines; provisions of continued monitoring of tenant eligibility; and document templates. Guidelines may also specify the contents of the inclusionary housing plan. The Guidelines are reviewed and updated on a regular basis.

Section 1612 establishes what minimum requirements must be included in the Inclusionary Housing Guidelines adopted by the Town Council. Requirements include the integration of inclusionary housing units with market rate units; assurances that the size, exterior features, and certain construction features are not inferior to the market rate units; and access for those living in the inclusionary units to the same amenities as those living in the market rate units.

Section 1613: For-Sale of Inclusionary Units

Section 1613 establishes the provisions for the method of calculation of the selling price of for-sale inclusionary housing units. The section also establishes that: 1) the developer is responsible for the screening and qualification of the initial purchaser of a for-sale inclusionary unit, 2) the Easton Affordable Housing Board is the entity that establishes guidelines for the calculation of the Affordable Sales Price for an inclusionary unit, 3) the for-sale inclusionary unit must be the primary residence of the purchaser, and 4) the purchaser of a for-sale inclusionary unit is required to execute and consent to the affordability restrictions at the close of escrow and execute a Subordinate Shared Appreciation Loan agreement in favor of the Town of Easton, secured by a deed of trust, for the amount of the Subordinate Shared Appreciation Loan.

Section 1614: Rental of Inclusionary Units

Section 1614 establishes the provisions for the method of calculation of the affordable rental rate for the rental inclusionary housing units. The section also establishes that: 1) the developer, property owner, or property manager is responsible for verifying household income eligibility, 2) the Easton Affordable Housing Board is the entity that establishes and updates the Affordable Rental Rate and notifies the property owner or manager of the new rental rates, 3) each residential development containing rental inclusionary units is subject to an annual compliance process which is specified in the inclusionary housing agreement, 4) rental inclusionary unit tenants are subject to the same conditions of tenancy as other market-rate tenants occupying the same property, and 5) the initial lease term for the rental inclusionary unit is for one year.

Section 1615: Marketing of Inclusionary Units

Section 1615 requires the developer to market, rent and sell all inclusionary units and must notify the Affordable Housing Board and the Town when the inclusionary unit is available at the time the building permit is issued. For rentals, the property owner or manager must provide advance notice to the Affordable Housing Board and Town when there is an impending vacancy. The section also allows the developer to assign these responsibilities to a qualified housing organization.

Section 1616: Continued Affordability Requirements

Section 1616 establishes that all inclusionary rental units shall remain affordable for a period of no less than 30 years and that for-sale units shall remain affordable for a period of no less than 20 years. The continued affordability requirement would be embodied in a legally binding

agreement and/or a deed restriction. The section also gives the Affordable Housing Board an exclusive 30-day option to purchase any inclusionary unit when it's offered for resale. Lastly, the section prohibits subletting of inclusionary units except for owner-occupied units for a limited period of time in which there exists a household hardship or an unforeseen emergency that necessitates the owner renting the unit while it is being actively marketed for sale. Leasing of inclusionary units must be approved by the Easton Affordable Housing Board under terms that may be specified in the inclusionary housing guidelines.

Section 1617: Waiver

Section 1617 establishes procedures for the requirements of the ordinance to be waived, adjusted, or reduced if it's shown that its application would result in an unconstitutional taking of property or any other unconstitutional result.

Section 1618: Transfer of Development

Section 1618 establishes that all approved covered projects “run with the property” and are subject to the inclusionary housing ordinance.

Section 1619: Enforcement

Section 1619 refers to an unspecified area of the Town Code for enforcement of the ordinance.

Section 1620: Administration

Section 1620 establishes how inclusionary units are tracked on site plans, record final plats, and building permits. The section also requires the Affordable Housing Board to monitor activity under the ordinance and provide a report at least every 2 years to the Town Council.

ISSUES: Inclusionary zoning may be better suited to more rapidly growing and larger jurisdictions where the rate of growth can generate a significant number of units. The Town Council may want to discuss whether the ordinance is suitable for a town the size of Easton and its effect (positive or negative) on the housing market, especially for infill and redevelopment.

In addition, developer incentives, including property tax abatement, a waiving of capital charges, and a subsidy of impact fees have definite revenue implications and a cost-benefit analysis is prudent.

If a version of the ordinance is pursued further by the Town Council, staff will need to identify where the final drafted language is inconsistent with the Town Code and proposed revisions as necessary.

FISCAL IMPACT: The draft ordinance requires a significant expansion of time and responsibilities from the Affordable Housing Board, including but not limited to:

- Managing the Affordable Housing Fund
- Recommending to the Town Council the use of funds to offset impact fees
- Establishing the cash in lieu fees and updating the fees on an annual basis

- Developing and updating the Inclusionary Housing Guidelines and document templates
- Developing and updating the design standards for inclusionary units
- Updating and annually posting the income eligibility requirements
- Calculating and updating the pricing and rents of for-sale and rental inclusionary units
- Monitoring tenant eligibility for rental inclusionary units
- Monitoring activity and providing regular reports to the Town Council

The administration of the program will also need dedicated housing staff to assist the Board with their responsibilities, develop and update the program's website, and provide day-to-day management of the program. Maryland jurisdictions that have inclusionary housing ordinances include Queen Anne's County, which is managed by staff from the Division of Housing and Community Services as part of the Department of Community Services along with other housing programs including homeless assistance and prevention, rental code enforcement, workforce loans, and other special projects. The City of Annapolis inclusionary housing ordinance is administered by the Office of Community Development under the Community and Economic Development Division. The Office includes a full-time Housing Affordability Specialist. The City of Frederick's inclusionary housing program is administered by their Community Action Agency.

ATTACHMENTS:

1. Draft Inclusionary Housing Ordinance
2. AMSTRAT - MD Talbot County Smart Growth Presentation



EASTON UTILITIES

Life. Made better.™

MEMO TO: Mayor Robert C. Willey

FROM: Hugh E. Grunden 

DATE: December 6, 2022

SUBJECT: William B. Stagg – Reappointment to Easton Utilities Commission

April 1, 2023 will mark the end of Bill Stagg's first 6 year tenure on the Easton Utilities Commission. Bill has been an active and valued participant on the Commission and brought unique insights from his career experiences. Since he is eligible for reappointment, the Commission and staff respectfully request you consider him for another six-year term as a Commissioner to begin on April 1, 2023.

To take advantage of the time before us, a reappointment at your earliest convenience would be appreciated.

Should you have any questions or require additional information, please do not hesitate to contact me.



TOWN OF EASTON

14 S. Harrison Street, P.O. Box 520
Easton, Maryland 21601
Phone: 410-822-2525
www.eastonmd.gov

MEMORANDUM

TO: Ms. Megan JM Cook, President of the Council
Members of the Town Council

cc: Donald J. Richardson
Sharon VanEmburch

FROM: Mayor Robert C. Willey

SUBJECT: Easton Utilities Commissioner Re-Appointment

DATE: February 6, 2023

Mr. William B. Stagg's appointment on the Easton Utilities Commission will expire April 2023. Mr. Grunden and staff have respectfully asked for his reappointment to the Commission for an additional six-year term stating he has been an active and valued participant on the Commission.

Your consideration for the above re-appointment is appreciated.

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Willey and Don Richardson
DATE: January 23, 2023
PREPARED BY: Sgt. Larrimore 0129

EVENT: Chesapeake Fire and Ice Festival

APPLICANT: Holly DeKarske – Easton Economic Development Corp.

LOCATION: Various locations in Downtown Easton

DATE/TIME: Feb 17th – 5pm to 9pm
Feb 18th – 12pm – 9pm
Feb 20th – no set hours, ice displays only

ATTENDANCE: 5,000 approx.

PURPOSE: Economic Development

DETAILS: The 3 day event will feature various ice sculptures at various locations around the downtown area. There will also be small musical acts at various locations

Closure of Lot 1 from 8am on 2/17 until 11pm on 2/18 for Skating Rink and vendors.

SPECIAL REQUESTS: See attached sheet containing requests

EPD CONCERNS: Pedestrian safety / foot traffic.

APPROXIMATE COST: \$2,340.00 (Police Overtime)

- 2 officers per day on Friday, Saturday and Sunday to address any traffic control issues, pedestrian crossing issues, and provide event security
- Total man hours – 36 hours @ \$65.00/hr = \$2,340.00

RECOMMENDATION: Approve

Chesapeake Fire & Ice

Friday, February 17th 5pm to 9pm.

Saturday, February 18th, 12am to 9pm

No street closures, but we would request to block off a few parking spaces (yet to be identified) to accommodate live carvings. Last year some of the visitors spilled into the streets and we would like to alleviate that issue this year.

Ice sculptures will be spread around downtown.

We would like to close the front half of Lot 1 (next to the visitor center) to accommodate the following:

- ice rink
- Fantasy World Entertainment (ice rink vendor) truck
- IceLab's trucks (they will have multiple)

This lot would need to be closed from Friday morning, through 11pm Saturday night. The ice rink will remain set up overnight on Friday, we would ask the EPD to do a few laps past during their nightly patrols.

Thompson Park - will be used for fire performer/juggler entertainment. Friday 6pm to 8pm and Saturday 12pm to 4pm. We have spoken with Parks & Rec and submitted a permit to them.

We will host live music around town - in front of the courthouse, Talbot Town at Agave (on their side porch) and on N Harrison by Lizzy Dee Boutique. Friday night 5pm to 9pm and Saturday 12pm to 4pm and then again 5pm to 9pm.

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Willey and Don Richardson
DATE: January 30, 2023
PREPARED BY: 1st Sgt. E. Kellner #0144

EVENT: Academy Art Museum Spring Event

APPLICANT: Elaine Gallagher – Academy Art Museum

LOCATION: 106 South St, Easton, MD

DATE/TIME: May 6, 2023 from 9am – 11pm

ATTENDANCE: Approx. 180

PURPOSE: Fundraiser

DETAILS: Stage and tent to be set up in the street.

SPECIAL REQUESTS: Closure of South St between Harrison Street and Talbot Lane from 9am to 11pm to allow for set-up/break down. Use of sound amplification system for guest speakers

EPD CONCERNS: None

APPROXIMATE COST: On-duty officers will handle, no overtime anticipated

Two on-duty officers will deploy No Parking signage on South Street between Harrison St and Talbot Lane prior to the event, then place barricades at South St/Harrison St and at South St/Talbot Ln just prior to the start of the event. At the conclusion, officers will pick-up signage and barricades. Total man hours – 3.

RECOMMENDATION: Approve

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Willey and Don Richardson
DATE: January 23, 2023
PREPARED BY: 1st Sgt. E. Kellner #0144

EVENT: Pride Festival

APPLICANT: Kyle ODonnell – Delmarva Pride Center

LOCATION: Harrison Street – From Dover to South Streets, Lot 1

DATE/TIME: June 17, 2023 11:00am – 4pm

ATTENDANCE: 2000

PURPOSE: Festival

DETAILS:

- Food truck vendors set up throughout the venue
- Vendor and activity tents set up along Harrison Street
- There will only be one small stage setup for live, local music on Harrison Street just south of the Dover Street intersection.
- See attached map and addendum for additional details
- Trash pickup and street sweeping to be completed by festival coordinators
- Applicant to obtain permission for use of Waterfowl Building and Ashley Insurance Lot.

SPECIAL REQUESTS:

- Street Closures –
 - Harrison Street from Dover to South Street
 - Glenwood Extended from rear entrance to Shore Bank to Harrison Street
 - South Lane from Harrison Street to Talbot Lane
 - Roads closed to allow set up 90 minutes before the event (9:30AM) and 60 minutes after event concludes for clean-up (roads open at 5:00pm)

- Lot 1 in its entirety.
- Have 6 portable restrooms set up at Town Parking Lot #1

EPD CONCERNS:

- Blocking vehicles/barriers will be needed at 4 road closure points.

APPROXIMATE COST: \$0.00

Anticipated cost is zero. Traffic control and security to be provided by on-duty officers.

RECOMMENDATION: Recommend Approval



Eric Kellner <ekellner@eastonmd.gov>

Public Assembly Permit - Delmarva Pride Festival

1 message

DPC Board <board@delmarvapridecenter.com>

Mon, Jan 23, 2023 at 10:22 AM

To: tlarrimore@eastonmd.gov

Cc: alowery@eastonmd.gov, Eric Kellner <ekellner@eastonmd.gov>

Hello Mr Larrimore,

Thank you for meeting with with us last week. I hope you enjoyed the weekend with your family.

After hearing back from all the board members, I am please to tell you all that we accept the amended public assembly permit. Attached is a graphic for convenience.

- S Harrison St from Dover St to South St
- The municipal parking lot across from the town office
- Glenwood avenue to the bank's access road
- South Ln from Harrison to Talbot Lane

We will reach out to Ashley Insurance for their parking lot, and reach out to Waterfowl Festival for the historic Armory. Holly was great and connected us.

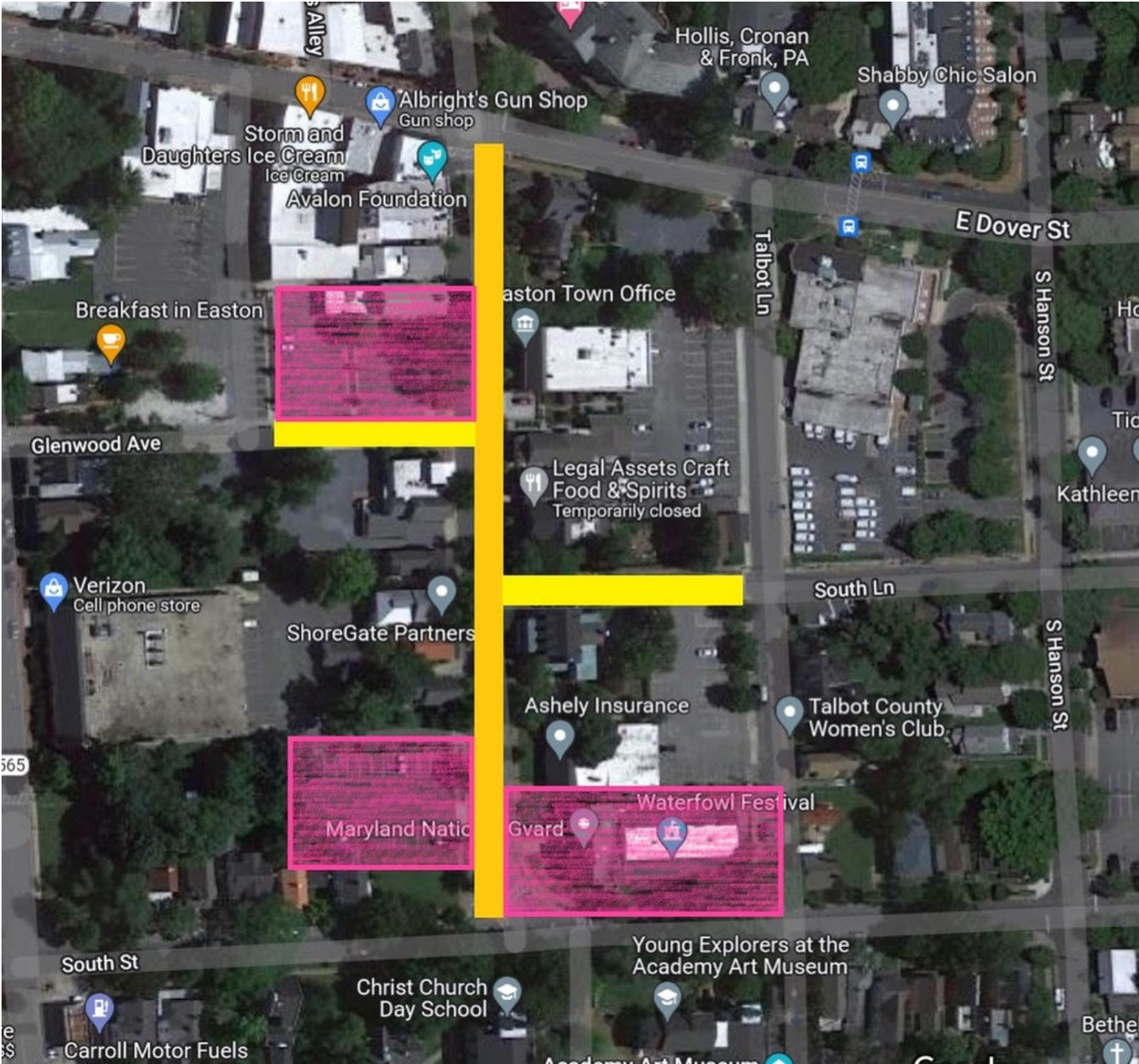
Thank you all for embodying the highest virtues of policing, public safety, and civic engagement. All the volunteers at Delmarva Pride Center remarked how Easton Police Department consistently treat LGBT+ folk with dignity and respect.

Lastly, would you please favorably recommend this public assembly permit to Easton Town Council, rather than for the council's consideration? I know it's a small gesture, but it would mean a lot to me personally. We appreciate the opportunity to work together, hear your suggested improvements, and implement them both last year and this year.

Very respectfully,

Kyle O'Donnell, Chair

www.DelmarvaPrideCenter.comPost script: Here's the link to request a tradable service ticket from MDOT SHA for a crosswalk, pedestrian island, leading pedestrian indicators, a pothole be filled or anything else with Route 50 or the bypass. While any resident can make a request, one from Easton PD carries more weight. https://marylandsha.secure.force.com/customercare/request_for_service





**TOWN OF EASTON
ENGINEERING DEPARTMENT**

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

REQUEST FOR PRICING

PURPOSE: Storm Drain Rehabilitation-Structural Lining

LOCATION: Multiple, see attached documents.

BID OPENING: December 29th, 2022 at 10am in the Town Council Chambers at 14 S. Harrison Street, Easton, MD 21601

NOTICE OF AWARD: January 5th, 2023

CONSTRUCTION DEADLINE: June 30th, 2023

ADDITIONAL INFORMATION:

Please see attached scope of work, project locations and project photos. Complete bid form (below) and either:

1. submit to Engineering@EastonMD.gov prior to Bid Opening, or
2. bring to Bid Opening in a sealed envelope

All bids received by email or in person will be opened and read aloud at the Bid Opening.

ITEM	PIPE LENGTH(ft*)	PIPE DIA.	PRICE/LF	TOTAL PRICE
8940 Glebe Park Drive	60	48"		
503 Glenwood Avenue	47	36"		
503 Glenwood Avenue	4	18"		
781 Idlewild Avenue	31	12"		
331 Laurel Street	167	48		
TOTAL PRICE				

*Lengths are approximate, payment will be based on linear feet installed.

SIGNATURE

DATE

**TOWN OF EASTON
ENGINEERING DEPARTMENT**

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

Scope of Work

Storm Drain Rehabilitation-Structural Lining

1. Clean as required to provide a suitable surface for lining.
2. Perform pre-installation CCTV inspection and provide it to the Town.
3. Line length of pipe identified.
4. Perform post-installation CCTV inspection and provide it to the Town.

NOTES

1. All sites will be included in the Notice to Proceed, and it is expected that all sites will be completed with one mobilization. Pricing should reflect one mobilization.
2. Town of Easton will provide MOT as required including notifications and land closures as required.
3. Project is not subject to requirements of the Prevailing Wage Law.
4. Contractor will be permitted to use hydrants for water required for installation. One-week advance notice is required if the contractor intends to use Town hydrants.
5. Contractor will be required to cut openings in the liner at all stormdrain connections/laterals to maintain flow.

END OF DOCUMENT



SHEET 1/11

ENGINEERING DEPARTMENT STORMDRAIN LINING PROJECTS PROJECT LOCATIONS





SHEET 2/11

ENGINEERING DEPARTMENT

GLEBE PARK DRIVE

LOCATION





48" CMP-60LF





48" CMP-60LF





SHEET 5/11

ENGINEERING DEPARTMENT GLENWOOD AVENUE LOCATION





36" RCP-47LF



OUTFALL



18" Joint Liner (4') Location



33" CMP



SHEET 8/11

ENGINEERING DEPARTMENT IDLEWILD AVENUE LOCATION





12" CMP-31LF



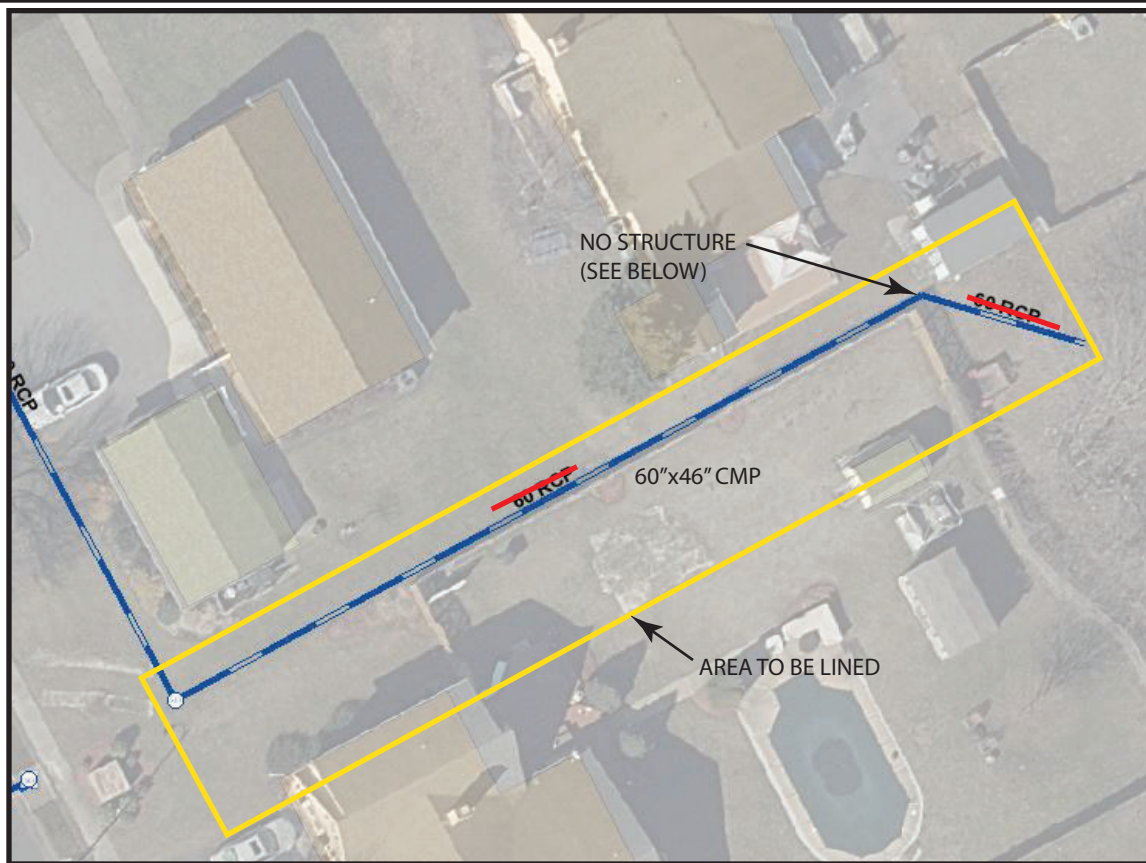
OUTFALL



SHEET 10/11

ENGINEERING DEPARTMENT LAUREL STREET LOCATION





60"x46" CMP-180LF





TOWN OF
EASTON
ENGINEERING DEPARTMENT

DATE: January 27, 2023
TO: Don Richardson – Town Manager
cc: Mayor Willey
FROM: Rick Van Emburgh, P.E. – Town Engineer
SUBJECT: Stormdrain Lining Recommendation

The Engineering Department identified five (5) stormdrain pipes which are in need of structural lining. We advertised a Request for Proposals (RFP) on 12/16/2022 and opened bids on 12/29/2022. The Town received the following two bids for the proposed lining projects:

Company	Proposal
Eiggil Construction	\$ 92,260.00
Pleasants Construction	\$170,350.21

The Town of Easton Carried Forward (CF) \$225,000 for Storm Repair-Replace-Line to FY23 with Ordinance 786. As of 1/18/2023, \$222,266.80 remained in the Budget for this work.

The low bidder, Eiggil Construction has not performed work in the Town previously, and for that reason, additional information (material specifications, work history, relevant experience) was requested. Despite multiple attempts to contact Eiggil Construction via email and phone calls, they have not responded. For this reason, the bidder was deemed unresponsive and we have moved to the next bidder which is Pleasants Construction.

Pleasants Construction has performed stormdrain lining work for the Town recently, and the Engineering Department has been satisfied with their work. If approved, work is expected to be completed by the end of the Fiscal Year.

In summary, I recommend awarding the project to Pleasants Construction for \$170,350.21.

END OF RECOMMENDATION

PROPOSAL**WATERSIDE VILLAGE
TRAILHEAD PARKING LOT**

Made this 24th day of January, 2023,

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.

Paul C. Bramble, President of Operations	P.O. Box 419, Chestertown, MD 21620
Megan B. Owings, President of Administration	P.O. Box 419, Chestertown, MD 21620

Charles T. Breeding, Vice President	P.O. Box 419, Chestertown, MD 21620
-------------------------------------	-------------------------------------

Joshua R. Hignutt, Treasurer	P.O. Box 419, Chestertown, MD 21620
David C. Bramble, Assistant Treasurer	P.O. Box 419, Chestertown, MD 21620

Megan B. Owings, Secretary	P.O. Box 419, Chestertown, MD 21620
Millie C. Clough, Assistant Secretary	P.O. Box 419, Chestertown, MD 21620

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

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
<u>1</u>	<u>01/17/2023</u>	<u>3</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

BID FORM

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
01	STAKEOUT	LS	1	5,001.25	5,001.25
02	TEMPORARY SILT FENCE	LF	750	3.70	2,775.00
03	EXCAVATION/GRADING/ REMOVAL OF EXCESS MATERIAL	LS	1	16,000.00	16,000.00
04	6"x12" CONCRETE EDGE RESTRAINT	LF	350	36.50	12,775.00
05	CR-6	TON	200	100.00	20,000.00
06	NO. 57 STONE	TON	60	136.00	8,160.00
07	PERVIOUS PAVERS	SF	2175	6.25	13,593.75
08	CONCRETE SIDEWALK	SF	280	15.00	4,200.00
09	2" - 9.5mm SUPERPAVE	TONS	85	200.00	17,000.00
10	4" 12.5mm SUPERPAVE	TONS	170	141.50	24,055.00
11	STRIPING (THERMOPLASTIC)	LS	1	1,300.00	1,300.00
12	WHEEL STOPS	EA	13	200.00	2,600.00
13	BOLLARDS (Install Only)	EA	4	450.00	1,800.00
14	SIGNAGE	EA	1	235.00	235.00
15	LANDSCAPING	LS	1	2,000.00	2,000.00
16	PLACE SALVAGED TOPSOIL	LS	1	4,300.00	4,300.00
17	SEED/STABILIZATION	LS	1	2,600.00	2,600.00
C-1	NO. 2 BRIDGING STONE	TON	225	91.00	20,475.00
C-2	BANK RUN GRAVEL	CY	125	91.00	11,375.00
	TOTAL BASE BID				\$170,245.00

My **WATERSIDE VILLAGE PARKING LOT** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

One Hundred Seventy Thousand, Two Hundred Forty-Five _____ Dollars (\$ 170,245.00).

WATERSIDE VILLAGE TRAILHEAD PARKING LOT

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

David A. Bramble, Inc.

(Bidder - Company Name)



(Signature)

01/24/2023

(Date)

Paul C. Bramble

(Print Name)

President

(Title)

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

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

ALL WORK UNDER THIS CONTRACT MUST BE COMPLETED BEFORE **MAY 31, 2023**.
LIQUIDATED DAMAGES WILL BE **\$250** PER CALENDAR DAY.

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
	Pavers & Plantings	Chester River Landscaping 301 Clovelly Lane, Chestertown, MD 21620 410-778-9686	8%
	Concrete	Reliable Concrete Services, LLC 302 N. Washington Street, Easton, MD 21601 410-310-2503	5%
	Silt Fence	SMI Services of Delaware 20 Railroad Ave., Selbyville, DE 19975 302-436-4410	1%
	Line Striping	Wilkison's Marking Service, Inc. 22 Stevens Street, Dover, DE 19901 302-697-3669	1%

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

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **WATERSIDE VILLAGE TRAILHEAD PARKING LOT**

NON-COLLUSION CERTIFICATE

COUNTY OF: Queen Anne's

STATE OF: Maryland

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

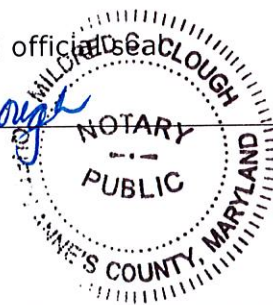
And made oath in due form of law that the Proposer herein, his Agents, servants and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Proposer, or themselves, to obtain information that would give the Proposer an unfair advantage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

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

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

My Commission Expires: 01/21/2025

Paul C. Bramble
Paul C. Bramble, President



Sign for Identification

WATERSIDE VILLAGE TRAILHEAD PARKING LOT

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: WATERSIDE VILLAGE TRAILHEAD PARKING LOT

**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.

01/24/2023

DATE

SIGNATURE

Paul C. Bramble

PRINTED

President

TITLE

David A. Bramble, Inc.

FIRM NAME AND ADDRESS

END OF SECTION

WATERSIDE VILLAGE TRAILHEAD PARKING LOT

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 ~~One Hundred Seventy thousand two Hundred Forty-Five Dollars and 00/100~~ **(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 24th day of January, 2023.

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 **WATERSIDE VILLAGE**
TRAILHEAD PARKING LOT.

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

WATERSIDE VILLAGE TRAILHEAD PARKING LOT

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 Paul C. Bramble, President

(L.S.)



Liberty Mutual Insurance Company

Surety



By:

Kevin P. Adams, Attorney-in-Fact

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

END OF SECTION

WATERSIDE VILLAGE TRAILHEAD PARKING LOT



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

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

Certificate No: **8206745-019014**

POWER OF ATTORNEY

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

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 3rd day of November, 2021.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 3rd day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of January, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

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



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets		Liabilities	
Cash and Bank Deposits	\$2,234,770,744	Unearned Premiums	\$9,106,965,847
*Bonds — U.S Government	4,250,615,811	Reserve for Claims and Claims Expense	25,279,158,493
*Other Bonds	16,983,165,862	Funds Held Under Reinsurance Treaties	315,537,902
*Stocks	20,075,458,019	Reserve for Dividends to Policyholders	1,726,291
Real Estate	182,250,567	Additional Statutory Reserve	139,634,000
Agents' Balances or Uncollected Premiums	7,607,687,836	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	120,173,987	Other Liabilities	8,638,106,801
Other Admitted Assets	14,076,622,575	Total	\$43,481,129,334
		Special Surplus Funds	\$178,192,363
		Capital Stock	10,000,075
		Paid in Surplus	11,804,736,755
		Unassigned Surplus	10,056,686,874
		Surplus to Policyholders	22,049,616,067
Total Admitted Assets	<u>\$65,530,745,401</u>	Total Liabilities and Surplus	<u>\$65,530,745,401</u>



* 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 state of 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, 2021, 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, 2022.

TAMikolajewski

Assistant Secretary

PROPOSAL**WATERSIDE VILLAGE
TRAILHEAD PARKING LOT**Made this 23 day of January, 2023,By Duvall Brothers Inc.Business Address PO Box 2165 Easton MD 21601

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

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

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

\$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.

1 Seal Dup Donald Duvall
Duvall Brothers Inc.
PO Box 2165
Easton, Md 21601

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>1/17/2023</u>	<u>3</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

BID FORM

ITEM	DESCRIPTION <i>Bid Bond</i>	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE <i>3500--</i>
01	STAKEOUT	LS	1		<i>\$ 5500--</i>
02	TEMPORARY SILT FENCE	LF	750	<i>7.1--</i>	<i>5250--</i>
03	EXCAVATION/GRADING/ REMOVAL OF EXCESS MATERIAL	LS	1		<i>31,500</i>
04	6"x12" CONCRETE EDGE RESTRAINT	LF	350	<i>24--</i>	<i>8400--</i>
05	CR-6	TON	200	<i>50--</i>	<i>10,000--</i>
06	NO. 57 STONE	TON	60	<i>60--</i>	<i>3600--</i>
07	PERVIOUS PAVERS	SF	2175	<i>6.50</i>	<i>14,137.50</i>
08	CONCRETE SIDEWALK	SF	280	<i>12.1--</i>	<i>3360--</i>
09	2" - 9.5mm SUPERPAVE	TONS	85	<i>122.50</i>	<i>10,412.50</i>
10	4" 12.5mm SUPERPAVE	TONS	170	<i>119.21</i>	<i>20,265.70</i>
11	STRIPING (THERMOPLASTIC)	LS	1		<i>2800--</i>
12	WHEEL STOPS	EA	13	<i>120--</i>	<i>1560--</i>
13	BOLLARDS (Install Only)	EA	4	<i>350--</i>	<i>1400--</i>
14	SIGNAGE	EA	1	<i>375--</i>	<i>375--</i>
15	LANDSCAPING	LS	1		<i>1800--</i>
16	PLACE SALVAGED TOPSOIL	LS	1		<i>4850--</i>
17	SEED/STABILIZATION	LS	1		<i>4500--</i>
C-1	NO. 2 BRIDGING STONE	TON	225	<i>65.1--</i>	<i>14,625--</i>
C-2	BANK RUN GRAVEL	CY	125	<i>28--</i>	<i>3500--</i>
	TOTAL BASE BID				<i>151,335.70</i>

My **WATERSIDE VILLAGE PARKING LOT** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

*One hundred fifty one thousand,
three hundred thirty five and .70* Dollars (\$ *151,335.70*).

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.

Duvall Brothers Inc.
(Bidder - Company Name)
[Signature] January 23, 2023
(Signature) (Date)
Donald Duvall 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.

ALL WORK UNDER THIS CONTRACT MUST BE COMPLETED BEFORE MAY 31, 2023. LIQUIDATED DAMAGES WILL BE \$250 PER CALENDAR DAY.

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
	pavers & landscaping	Chesler River Landscaping 301 Clouelly Lane Chestertown 21620 410 778-9686	10%
	paving	RLEwing Contractors Inc 9950 Kinnelike Rd Easton 21601 410 353-3312	20%
	concrete work	Davis Brothers Concrete LLC 938 Dykes Road Salisbury 21804 410 334-6799	8%

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

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: WATERSIDE VILLAGE TRAILHEAD PARKING LOT

NON-COLLUSION CERTIFICATE

COUNTY OF: Talbot

STATE OF: Maryland

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

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.

Shirley C. McDuffy
(NOTARY PUBLIC)

My Commission Expires: 8/17/25

100


 Sign for Identification

WATERSIDE VILLAGE TRAILHEAD PARKING LOT

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **WATERSIDE VILLAGE TRAILHEAD PARKING LOT**

**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

11/23/2023

SIGNATURE

Donald Duvall

PRINTED

Donald Duvall

TITLE

president

FIRM NAME AND ADDRESS

Duvall Brothers Inc PO Box 2165
Easton, Md 21601

END OF SECTION

WATERSIDE VILLAGE TRAILHEAD PARKING LOT

ERIE INSURANCE COMPANY
BID BOND

Know All Men by These Presents,

Bond No. BB1844

That we, Duvall Brothers Inc
(hereinafter called the Principal) as Principal and the ERIE INSURANCE COMPANY, of Erie, Pennsylvania, a
corporation duly organized under the laws of the State of Pennsylvania, (hereinafter called the Surety),
as Surety, are held and firmly bound unto Town of Easton

. hereinafter called the Obligee in the full and just sum of

..... Dollars, (\$5%***
good and lawful money of the United States of America, to the payments of which sum of money well
and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 24 day of January, A.D. 23
Year

THE CONDITION OF THIS OBLIGATION IS SUCH: That, if the Obligee shall make any award within 60
days to the Principal for Waterside Village Parking Lot

.
according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall
duly make and enter into a contract with the Obligee in accordance with the terms of said proposal
or bid and award and shall give bond for the faithful performance thereof with the Surety or Sureties
approved by the Obligee; or if the Principal shall, in case of failure so to do, pay the Obligee the damages
which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then
this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Principal Duvall Brothers Inc

Witness:

Sheresa M. Quay

By:

Neal Duv

Title

ERIE INSURANCE COMPANY

Witness:

James Lipp

By:

Linda Harrison

Attorney-in-Fact



LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint _____

----- Terese V.S. Schaubert, Shirley Polly, Linda Harison, Olin Kelley and Brittyn Walbridge

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship, _____

----- each in a penalty not to exceed the sum of two hundred fifty thousand dollars (\$250,000.00). -----

And to bind ERIE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 11th day of March, 2008, and said Resolution has not been amended or repealed:

"RESOLVED, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

This Limited Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 18th day of September, 2008, at which a quorum was present and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of Terrence W. Cavanaugh, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of James J. Tanous, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her Notarial Seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company."

IN WITNESS WHEREOF, ERIE INSURANCE COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 3rd day of February, 2011.



Terrence W. Cavanaugh
Terrence W. Cavanaugh
President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 3rd day of February, 2011, before me personally came Terrence W. Cavanaugh, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Sheila M. Hirsch
My commission expires June 27, 2016
Notary Public

CERTIFICATE

I, James J. Tanous, Secretary of ERIE INSURANCE COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,



James J. Tanous
James J. Tanous, Secretary

this 24 day of Jan 2023

SF57 6/12

BID BOND

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

as Principal, and

as Surety, are hereby held and firmly bound unto the Town of Easton, as OWNER,
the penal sum of _____ (**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 _____ day of _____, 20_____.

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 **WATERSIDE VILLAGE
TRAILHEAD PARKING LOT.**

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

WATERSIDE VILLAGE TRAILHEAD PARKING LOT

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

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

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

_____(L.S.)
Principal

Surety

By: _____

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

WATERSIDE VILLAGE TRAILHEAD PARKING LOT

PROPOSAL**WATERSIDE VILLAGE
TRAILHEAD PARKING LOT**

Made this 23rd day of January, 2023,
By William Scott Middleton DBA Middleton's Construction Co., LLC
Business Address 200 Sparks Mill Rd, Centreville, MD 21617

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.

William Scott Mordike 200 Sparks Mill Rd, Centerville, MO 21617

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>January 17, 2023</u>	<u>3</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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.

Middleton's Construction Co.) LLC
(Bidder - Company Name)

William Scott Middleton 1-24-23
(Signature) (Date)

William Scott Middleton, Owner
(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.

ALL WORK UNDER THIS CONTRACT MUST BE COMPLETED BEFORE MAY 31, 2023. LIQUIDATED DAMAGES WILL BE \$250 PER CALENDAR DAY.

BID FORM

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
01	STAKEOUT	LS	1		2,000.00
02	TEMPORARY SILT FENCE	LF	750	\$256	1,924.00
03	EXCAVATION/GRADING/ REMOVAL OF EXCESS MATERIAL	LS	1		11,205.00
04	6"x12" CONCRETE EDGE RESTRAINT	LF	350	\$22.00	7,700.00
05	CR-6	TON	200	\$47.50	9,500.00
06	NO. 57 STONE	TON	60	\$75.80	4,548.00
07	PERVIOUS PAVERS	SF	2175	\$11.12	24,200.00
08	CONCRETE SIDEWALK	SF	280	\$7.43	2,080.00
09	2" - 9.5mm SUPERPAVE	TONS	85	\$210.00	17,850.00
10	4" 12.5mm SUPERPAVE	TONS	170	\$147.00	24,990.00
11	STRIPING (THERMOPLASTIC)	LS	1		2,860.00
12	WHEEL STOPS	EA	13	\$261.54	3,400.00
13	BOLLARDS (Install Only)	EA	4	\$400.00	1,600.00
14	SIGNAGE	EA	1		5,000.00
15	LANDSCAPING	LS	1		2,200.00
16	PLACE SALVAGED TOPSOIL	LS	1		6,000.00
17	SEED/STABILIZATION	LS	1		2,000.00
C-1	NO. 2 BRIDGING STONE	TON	225	\$52.00	11,700.00
C-2	BANK RUN GRAVEL	CY	125	\$43.00	5,375.00
	TOTAL BASE BID				\$141,632.00

My **WATERSIDE VILLAGE PARKING LOT** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

One Hundred Forty One Thousand Six Hundred Thirty Two Dollars (\$ 141,632.00).

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
	Concrete Work	M + R Concrete 29230 Murrays Lane Trappe, MD 410-924-8976	7%
	Pervious Pavers	Capitol Hardscapes P.O. Box 30372 Bethesda, MD 20824 240-839-7011	17%
	Asphalt Paving	David A. Bramble, Inc P.O. Box 419 Chestertown, MD 21620 410-778-3220	30%
	Line Striping	Clayton Contracting 24965 Belleau Wood Rd. Worton, MD 21678 410-480-2353	2%

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

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: WATERSIDE VILLAGE TRAILHEAD PARKING LOT

**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.

January 24, 2023

DATE

William Scott Middleton

SIGNATURE

William Scott Middleton

PRINTED

Owner

TITLE

Middleton's Construction Co. LLC, 200 Sparks Mill Rd, Centreville, MD 21617

FIRM NAME AND ADDRESS

END OF SECTION

WATERSIDE VILLAGE TRAILHEAD PARKING LOT

MIDDLETON'S CONSTRUCTION CO., LLC

200 Sparks Mill Road

Centreville, MD 21617

Phone – 410-758-2857 Fax – 410-556-6366

Middletonconst@gmail.com

January 24, 2023

Middleton's Construction Company, LLC

Description: Commercial and residential site work for 25 years. Sediment erosion control, excavation, grading, asphalt, and concrete prep.

Example Projects: Claiborne Landing in Talbot County; Pintail Point in Queenstown; Maryland, River Glen Subdivision in Pasadena, Maryland; McDonald's in Easton, Maryland

M & R Concrete

Description: Building pads, sidewalks, curb and gutter installation.

Example Projects: Camp Fairlee Easter Seals, Fairlee, Maryland; Crossroads Community Center, Centreville, Maryland.

David A. Bramble, Inc.

Description: Asphalt Paving

Example Projects: WaWa, Grasonville Maryland; Camp Fairlee, Fairlee Maryland; Pintail Point, Queenstown, Maryland.

Capitol Hardscapes

Description: Pervious Pavers

Example Projects: Town of Colmar; Habitat for Humanity, Washington, DC.

Clayton Contracting

Description: Line Striping

Example Projects: Cannon Street, Chestertown, Maryland; Camp Fairlee, Fairlee, Maryland

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **WATERSIDE VILLAGE TRAILHEAD PARKING LOT**

NON-COLLUSION CERTIFICATE

COUNTY OF: Caroline

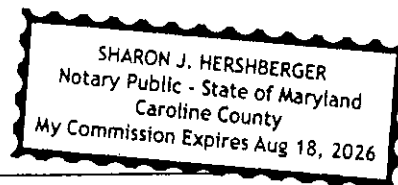
STATE OF: Maryland

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared William S. Middleton
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.

Sharon J. Hershberger
(NOTARY PUBLIC)

My Commission Expires: 8/18/2026



William S. Middleton
Sign for Identification

WATERSIDE VILLAGE TRAILHEAD PARKING LOT

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **WATERSIDE VILLAGE TRAILHEAD PARKING LOT**

NON-COLLUSION CERTIFICATE

COUNTY OF: Caroline

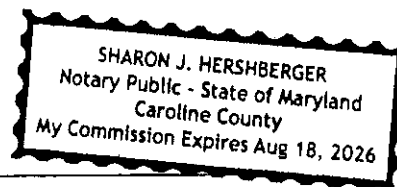
STATE OF: Maryland

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared William S. Middleton
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.

Sharon J. Hershberger
(NOTARY PUBLIC)

My Commission Expires: 8/18/2026



William S. Middleton
Sign for Identification

WATERSIDE VILLAGE TRAILHEAD PARKING LOT

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Middleton's Construction Company, LLC
200 Sparks Mill Road
Centreville, MD 21617

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

TOWN OF EASTON
14 S HARRISON ST
EASTON, MD 21601

BOND AMOUNT:

5% of bid

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

parking lot

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

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

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

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

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

Signed and sealed this 24

day of January, 2023

(Witness)

Middleton's Construction Company, LLC

(Principal)

(Seal)

(Title)

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

(Witness)

(Title)



The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition.

S-2000-AIA (11/10) PUBLIC

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Lois Serio, R. Creg Fleetwood, Jr., Kathleen Bozarth,

of Chestertown, MD

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Five Million Dollars and 00/100 (\$5,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Janta
Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,
this _____ day of _____



Scott R. Bolan
Assistant Secretary

1.03 BID BOND1.03-1**BID BOND**

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

Middleton's Construction Company LLC

as Principal, and

Cincinnati Insurance Company 6200 Gilmore Rd Fairfield OH 45014

as Surety, are hereby held and firmly bound unto the Town of Easton, as OWNER,
the penal sum of \$141,632 **(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 24th day of January, 2023.

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 **WATERSIDE VILLAGE**
TRAILHEAD PARKING LOT.

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

WATERSIDE VILLAGE TRAILHEAD PARKING LOT

1.03 BID BOND1.03-2

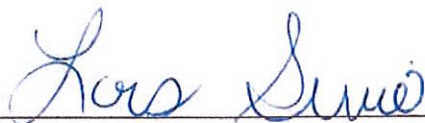
effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

 (L.S.)
Principal

Cincinnati Insurance Company 6200 Gilmore Rd Fairfield OH 45014
Surety

By: 



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

WATERSIDE VILLAGE TRAILHEAD PARKING LOT

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Lois Serio, R. Greg Fleetwood, Jr., Kathleen Bozarth,

of Chestertown, MD

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Five Million Dollars and 00/100 (\$5,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

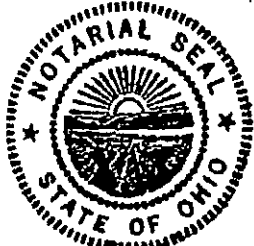


STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Janta
Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,
this _____ day of _____



Scott R. Bolen
Assistant Secretary

BN-1005 (5/12)

PROPOSAL**WATERSIDE VILLAGE
TRAILHEAD PARKING LOT**

Made this 24th day of January, 2023,

By J. Richard Breeding Excavation, Inc.

Business Address 826 Crystal Avenue, Denton, MD 21629

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.

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>January 17, 2023</u>	<u>3</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

BID FORM

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
01	STAKEOUT	LS	1	\$7,590.00	\$7,590.00
02	TEMPORARY SILT FENCE	LF	750	\$4.03	\$3,022.50
03	EXCAVATION/GRADING/ REMOVAL OF EXCESS MATERIAL	LS	1	\$8,151.20	\$8,151.20
04	6"x12" CONCRETE EDGE RESTRAINT	LF	350	\$35.65	\$12,477.50
05	CR-6	TON	200	\$51.45	\$10,290.00
06	NO. 57 STONE	TON	60	\$75.20	\$4,512.00
07	PERVIOUS PAVERS	SF	2175	\$9.20	\$20,010.00
08	CONCRETE SIDEWALK	SF	280	\$10.35	\$2,898.00
09	2" - 9.5mm SUPERPAVE	TONS	85	\$137.80	\$11,713.00
10	4" 12.5mm SUPERPAVE	TONS	170	\$130.72	\$22,222.40
11	STRIPING (THERMOPLASTIC)	LS	1	\$2,427.00	\$2,427.00
12	WHEEL STOPS	EA	13	\$127.00	\$1,651.00
13	BOLLARDS (Install Only)	EA	4	\$287.50	\$1,150.00
14	SIGNAGE	EA	1	\$1,035.00	\$1,035.00
15	LANDSCAPING	LS	1	\$3,070.50	\$3,070.50
16	PLACE SALVAGED TOPSOIL	LS	1	\$1,900.00	\$1,900.00
17	SEED/STABILIZATION	LS	1	\$609.00	\$609.00
C-1	NO. 2 BRIDGING STONE	TON	225	\$74.70	\$16,807.50
C-2	BANK RUN GRAVEL	CY	125	\$39.46	\$4,932.50
	TOTAL BASE BID				\$136,469.10

My **WATERSIDE VILLAGE PARKING LOT** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

One Hundred Thirty Six Thousand Four Hundred Sixty Nine and 10/100 Dollars (\$ 136,469.10).

WATERSIDE VILLAGE TRAILHEAD PARKING LOT

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.

J. Richard Breeding Excavation, Inc.	
(Bidder - Company Name)	
	01/18/2023
(Signature)	(Date)
J. Richard Breeding	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.

ALL WORK UNDER THIS CONTRACT MUST BE COMPLETED BEFORE **MAY 31, 2023**.
LIQUIDATED DAMAGES WILL BE **\$250** PER CALENDAR DAY.

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
07 15	Pervious Pavers	Rex Landscaping, 10780 Knife Box Rd. Denton, MD 21629	17%
04 08	Concrete	Davis Brothers Concrete LLC 238 Pykes Road, Salisbury, MD 21804	12%

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

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **WATERSIDE VILLAGE TRAILHEAD PARKING LOT**

NON-COLLUSION CERTIFICATE

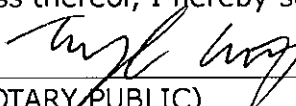
COUNTY OF: Caroline

STATE OF: Maryland

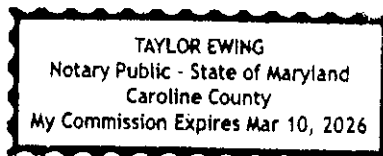
Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared J. Richard Breeding

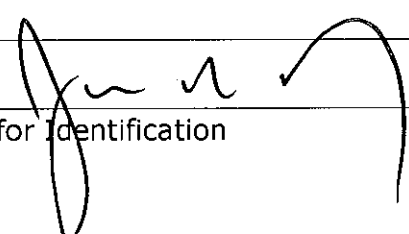
And made oath in due form of law that the Proposer herein, his Agents, servants and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Proposer, or themselves, to obtain information that would give the Proposer an unfair advantage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

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


(NOTARY PUBLIC)

My Commission Expires: 3/10/26




Sign for Identification

WATERSIDE VILLAGE TRAILHEAD PARKING LOT

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: WATERSIDE VILLAGE TRAILHEAD PARKING LOT

**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.

January 24, 2023

DATE

SIGNATURE

J. Richard Breeding

PRINTED

President

TITLE

J. Richard Breeding Excavation, Inc.

FIRM NAME AND ADDRESS

END OF SECTION

WATERSIDE VILLAGE TRAILHEAD PARKING LOT

BID BOND

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

J. Richard Breeding Excavation, Inc.

as Principal, and

FCCI Insurance Company

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

Signed, this 24th day of January, 2023.

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 **WATERSIDE VILLAGE TRAILHEAD PARKING LOT.**

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

WATERSIDE VILLAGE TRAILHEAD PARKING LOT

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.

J. Richard Breeding Excavation, Inc.

Principal

(L.S.)

FCCI Insurance Company

Surety

By:

LeeAnne K. Michaud, 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

WATERSIDE VILLAGE TRAILHEAD PARKING LOT



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

LeeAnne K. Michaud

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

Surety Bond No.: Bid Bond
Principal: J. Richard Breeding Excavation, Inc.
Obligee: Town of Easton

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

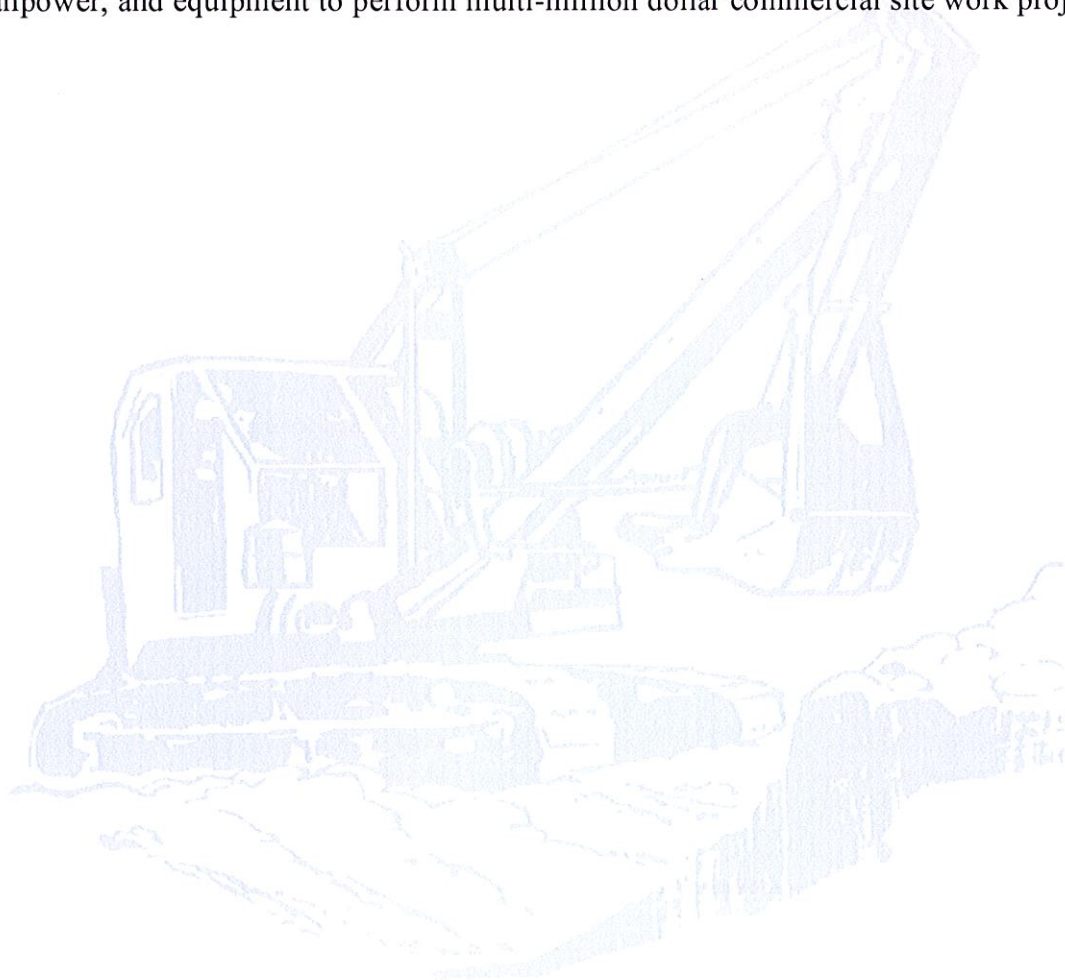
Dated this 24th day of January, 2023

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

Date: January 24, 2023

Company Profile:

Rick Breeding Excavating, Inc. is a family owned Civil Construction Company serving the Eastern Shore of Maryland and Delaware since 1981. The company was started by Rick Breeding and his wife Karen as a small excavation company installing driveways, septic systems, and performing various other residential projects. During the company's 35 years we have grown and expanded to meet the needs of the area. Rick's three sons (Travis, Tyler, & Trey) have joined the family business and are strategically involved in daily operations. We treat every project with the same family values we were founded on no matter the project's size, bringing the small company feel and commitment to the residential projects while providing the experience, manpower, and equipment to perform multi-million dollar commercial site work projects.



Date: January 24, 2023

List of Similar Projects:

- 1/22 to 10/22 **Phillips Packing House- Cambridge, MD Cross Street Partners**
\$1,311,470 Sediment & erosion control, site balancing, storm drain, water & sewer, prepare area for sidewalk, curb and gutter, prepare area for parking and asphalt paving. Supply and install 20,000 square feet of pervious pavers.
- 3/20 to 10/21 **Net Zero Port Street – Talbot County Housing Development –**
\$349,198.00 - site balancing, storm drain, roof drain, drywell bioretention, water and sewer, curb and gutter, form and pour sidewalks and brick sidewalks. Supply and install 2,000 square feet of pervious pavers
- 2/18 to 7/20 **Cambria Hotel, Ocean City, MD –.** Harkins Contracting, Inc., 31400 Winterplace Parkway, Suite 400, Salisbury, MD 21804, Steve Berry 443-497-0957 \$1,137,655.00. Construction of a new Hotel. Demolition of existing buildings and site concrete, site balancing, storm water management, sewer and water utilities, site concrete, paving base and asphalt paving. Supply and install 3,000 square feet of pervious pavers.
- 12/18 to 1/20 **The Residents of Riverplace, Seaford, DE –**Harkins Contracting Inc., 31400 Winterplace Pkwy, Suite 400, Salisbury, Md., \$385,000.00. Site work – sediment and erosion control, site balancing, outfall into river, utilities, paving and concrete paving. Supply and install 1,000 square feet of pervious pavers.

REX LANDSCAPING & NURSERY, LLC

P.O. Box 37 Denton, MD 21629 • 410-310-0058

January 20,2023

Company Profile:

Rex Landscaping & Nursery, LLC has been in operation since 2007. The company was started by Jason Rex whose love and dedication for lawn care inspired him to start his own business to share his passion with the community. Since then, the company has since grown substantially and now offers a wide variety of services that includes, but is not limited to:

- | | | |
|-----------------|----------------|-------------------|
| - Design | - Installation | - Maintenance |
| - Grass Cutting | - Mulching | - Seeding |
| - Snow Removal | - Trimming | - Grading |
| - Excavating | - Planting | - Hauling |
| - Fertilizing | - Weeding | - Leaf Removal |
| - Hardscaping | - Patios | - Retaining Walls |

We take great pride in our workmanship and the ability to provide quality work.

ORDINANCE NO. 794

AN ORDINANCE OF THE TOWN OF EASTON AUTHORIZING THE
TOWN OF EASTON TO SELL LOT 1 AT MISTLETOE HALL
COMMERCE-BUSINESS PARK TO PRO WELLNESS GROUP, LLC

INTRODUCED BY: _____

WHEREAS, the Town of Easton is the owner of Mistletoe Hall and has subdivided it and developed it for use as a commerce-business park, which subdivision plat is entitled, “FINAL PLAT SUBDIVISION OF THE LANDS OF TOWN OF EASTON ‘MISTLETOE HALL’ TAX MAP 25 GRID 16, PARCEL 138 IN THE TOWN OF EASTON TALBOT COUNTY MARYLAND” prepared by Fink, Whitten & Associates, LLC and recorded among the Plat Records of Talbot County in Plat Book 87, page 124, which Lots 6 and 7 were further subdivided into six lots by plat entitled “FINAL PLAT SUBDIVISION OF THE LANDS OF TOWN OF EASTON ‘MISTLETOE HALL – LOTS 6 AND 7’ TAX MAP 25 GRID 16, PARCEL 138, LOTS 6 & 7 IN THE TOWN OF EASTON TALBOT COUNTY MARYLAND” prepared by Fink, Whitten & Associates, LLC and recorded among the Plat Records of Talbot County in Plat Book 89, page 178;

WHEREAS, the Town of Easton previously entered into an agreement for the sale of Lot 1, but the purchaser has terminated that agreement;

WHEREAS, Pro Wellness Group, LLC previously had an agreement for Lot 2, but prefers to purchase Lot 1 instead;

WHEREAS, the Town of Easton wishes to sell Lot 1 of Mistletoe Hall Commerce-Business Park to Pro Wellness Group, LLC for a crawl space repair and encapsulation business (the “Property”);

WHEREAS, the Town of Easton believes that developing Mistletoe Hall as a Commerce-Business park is a benefit to the community;

WHEREAS, the Town has entered into an Agreement of Sale of the Property which is contingent upon the Town enacting legislation approving the sale (a copy of the Agreement of Sale is attached hereto as Exhibit A);

WHEREAS, in accordance with § 5-204(c)(3) of the Local Government Article of the Annotated Code of Maryland and for the reasons articulated herein, the Town Council has determined that Lot 1 of Mistletoe Hall in Easton is no longer needed for public use.

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

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

Section 2. In accordance with § 5-204(c)(3) of the Local Government Article of the Annotated Code of Maryland, the Town Council has determined that Lot 1 of Mistletoe Hall in Easton is no longer needed for public use.

Section 3. The Agreement of Sale attached hereto as Exhibit A is hereby approved.

Section 4. The Mayor, Town Manager, and Town Clerk are hereby authorized to take whatever additional actions are reasonably necessary to effectuate the terms of this Ordinance including signing the deed and related settlement documents;

Section 5. Any prior execution and delivery of documents related to the sale of the Property that are consistent with the purpose of this Ordinance, are hereby ratified and approved;

Section 6. In accordance with § 5-204 (c)(3) of the Local Government Article of the Annotated Code of Maryland, the Town Clerk is directed to publicly advertise the sale of the Property at least twenty (20) days prior to the sale.

Section 7. In accordance with Article II Section 9 of the Easton Town Charter, this ordinance shall become effective twenty (20) calendar days after approval by the Mayor or passage of this ordinance by the Council over the Mayor's veto.

Silverstein	-
Abbatiello	-
Engle	-
Davis	-
Cook	-

I hereby certify that the above Ordinance was passed by a ye and nay vote of the Council this _____ day of _____, 2023.

Megan J. M. Cook, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2023.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____

Robert C. Willey, Mayor

EFFECTIVE DATE: _____, 2023.

RESOLUTION NO. 6160

A RESOLUTION OF THE TOWN OF EASTON AUTHORIZING THE
EXECUTION OF A SUBRECIPIENT AGREEMENT WITH BUILDING AFRICAN
AMERICAN MINDS, INC. FOR A GRANT FROM THE DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT MARYLAND COMMUNITY
LEGACY PROGRAM

INTRODUCED BY: _____

WHEREAS, the Town has received a grant from the Department of Housing and Community Development Maryland Community Legacy Program of \$500,000 to be used by Building African American Minds, Inc. to construct a 3-story building to house current after school and summer programs focused on youth, as well as parents and young adults seeking employment services;

WHEREAS, the Town wishes to enter into a Subrecipient Agreement with Building African American Minds, Inc. to govern their use of the grant proceeds and reporting requirements pursuant to the grant.

NOW, THEREFORE, the Town of Easton hereby resolves as follows:

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

Section 2. The Mayor is hereby authorized to execute and deliver the Subrecipient Agreement, a true and correct copy of which (save for executing and dating) is attached to this Resolution as Exhibit "A";

Section 3. The Mayor may make any non-substantive changes to the attached documents necessary to effectuate the purpose of this Resolution;

Section 4. The Mayor is hereby authorized to take whatever additional actions are reasonably necessary to effectuate the terms of this Resolution;

Section 5. Any prior execution and delivery of documents related to the Subrecipient Agreement that are consistent with the purpose of this Resolution, are hereby ratified and approved; and

Section 6. This Resolution shall become effective upon approval by the Mayor after adoption by the Town Council.

Silverstein	-
Abbatiello	-
Engle	-
Davis	-
Cook	-

I hereby certify that the above Resolution was passed by a ye and nay vote of the Council this _____ day of _____, 2023.

Megan J. M. Cook, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2023.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____
Robert C. Willey, Mayor

EFFECTIVE DATE: _____, 2023

Department of Housing and Community Development

Maryland Community Legacy Program

Subrecipient Agreement

This Subrecipient Agreement dated this _____ day of _____ 2022 (the “Agreement”), is by and between the Town of Easton, a municipal corporation of the State of Maryland (the “Recipient”) and Building African American Minds, Inc. (the “Subrecipient”).

WHEREAS, the Recipient has entered into an agreement (the Community Legacy Program Grant Agreement”) with the Department of Housing and Community Development, a principal department of the State of Maryland (“DHCD”) for a grant in the amount of \$500,000.00 (the “Grant”) under the Community Legacy Program (the “Program”) which is administered by DHCD;

WHEREAS, \$500,000.00 of the Grant is being subgranted by the Recipient to the Subrecipient for the purposes described herein;

WHEREAS, the Program is governed by Maryland Annotated Code Housing and Community Development Article, §§ 6-201 through 6-213, as amended (the “Act”) and the regulations promulgated thereunder set forth in COMAR 05.17.01 (the Regulations”);

WHEREAS, the Regulations require, among other things, that where all or a portion of the Grant will be used by a subrecipient, there must be a written agreement between a recipient and a subrecipient regarding the use of such funds; and

WHEREAS, the parties hereto desire to set forth the terms and conditions for use of the proceeds of the Grant.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the Recipient and Subrecipient agree as follows:

1. Incorporation of Community Legacy Program Grant Agreement. The subrecipient has reviewed and understands the provisions of the Community Legacy Program Grant Agreement. The terms and conditions of the Community Legacy Program Grant Agreement and all Exhibits thereto, (collectively, the “Community Legacy Program Grant Agreement”) a copy of which is attached hereto as Attachment A, are hereby incorporated into and made, a part of this Agreement. The Subrecipient agrees to assist the Recipient, to cooperate with the Recipient and to assume responsibility with the Recipient in fulfilling the terms and conditions of the Community Legacy Program Grant Agreement.

2. The purpose of this Agreement is to provide the Subrecipient with funds to carry

out the activities described in Exhibit A of the Community Legacy Program Grant Agreement (the “Subrecipient Project”).

3. Funds Provided. In consideration of the various obligations to be performed by the Subrecipient pursuant to this Agreement, the Recipient agrees to provide Subrecipient with funds in an amount not to exceed \$500,000.00 (the “Subrecipient Grant”) subject to the terms and conditions set forth herein.

4. Schedule for Completion. The activities related to the Subrecipient Project shall be completed in accordance with the schedule attached marked as Exhibit C of the Community Legacy Program Grant Agreement (the “Schedule”).

5. Expenditure of Funds.

- (a) The proceeds of the Subrecipient Grant shall be expended in accordance with the Subrecipient Project budget marked as Exhibit B of the Community Legacy Program Grant Agreement hereto (the “Budget”).
- (b) The proceeds of the Subrecipient Grant may be used to reimburse the Subrecipient for costs Incurred pursuant to the Budget for the activities described in Exhibit B of the Community Legacy Program Grant Agreement.
- (c) The Recipient, in its discretion, may advance all or a portion of the Subrecipient Grant in the amounts set forth in the Budget to pay for the activities described in Exhibit B of the Community Legacy Program Grant Agreement.

6. Compliance with Federal and State Regulations.

- (a) The Subrecipient shall undertake the Subrecipient Project in accordance with the Act and the Regulations.
- (b) The Subrecipient shall comply with all of the applicable federal and state laws, regulations, circulars, and guidelines related to the Program.

7. Disbursement of Subrecipient Grant.

- (a) Disbursement of funds under the Subrecipient Grant shall be in the amounts and at the times set forth in the Budget and the Schedule and shall be made only for costs which have been determined by the Recipient to have been properly incurred by the Subrecipient.
- (b) Requests for disbursements shall be made in the following manner:

- (i) Paragraph 7 of the Community Legacy Program Grant Agreement sets forth the procedure for disbursement of the Grant from DHCD to the Recipient. Subrecipient agrees to assist the Recipient in complying with the process set forth therein.
- (ii) Requests for disbursements should be made allowing approximately forty-five (45) days to receive the Grant funds.

8. Records and Reports.

- (a) The Subrecipient shall maintain the records related to the Subrecipient's Project set forth in the Community Legacy Program Grant Agreement attached hereto and made a part hereof in a manner satisfactory to the Recipient.
- (b) The Subrecipient shall produce the reports set forth in the Community Legacy Program Grant Agreement on the dates and which contain the information indicated.

9. Program Income.

- (a) "Program Income" is any income generated as a result of activities supported by the Subrecipient Grant funds. Program income received by the Subrecipient shall be returned to Recipient.
- (b) Any Program income on hand upon the expiration of this Agreement or received after the expiration of this Agreement shall be returned to the Recipient.

10. Term of Agreement. Unless terminated earlier pursuant to Section 11 of this Agreement or upon the mutual agreement of the parties with the consent of DHCD, this Agreement shall remain in full force and effect until the Subrecipient Project has been completed to the satisfaction of the Recipient and DHCD, all reports required by this Agreement, DHCD, have been submitted and approved, and all outstanding issues between the Recipient and the Subrecipient have been resolved in a manner satisfactory to the Recipient.

11. Default and Remedies.

- (a) Any breach of any representation, warranty, covenant, condition, or provision of this Agreement, including failure of the Subrecipient to conduct and complete the activities associated with the Subrecipient Project in a manner satisfactory to the Recipient, shall constitute a default under this Agreement.
- (b) The Recipient shall notify the Subrecipient, in writing, of a default under this Agreement. The Subrecipient shall have 15 days from the date of such

notice to cure the default in a manner satisfactory to the Recipient. Upon the failure of the Subrecipient to cure the default in a manner satisfactory to the Recipient, the Recipient, in addition to the remedies set forth in the Community Legacy Program Grant Agreement, shall have the following remedies:

- 1) the Subrecipient, shall not be entitled to any undisbursed portions of the Subrecipient Grant;
- 2) the Recipient may, at its option, require the Subrecipient to repay all funds improperly expended by the Subrecipient; and
- 3) the Recipient may take all other actions available to it at law or in equity.

12. Reversion of Assets. Upon termination of this Agreement, the Subrecipient shall:

- (a) transfer to the Recipient all undisbursed Subrecipient Grant funds in the possession of the Subrecipient at the time of termination, including any accounts receivable attributable to the Subrecipient Grant; and
- (b) comply with any special conditions related to the Subrecipient Project as set forth in the Community Legacy Program Grant Agreement and any attachments thereto.

13. Inspections. The Subrecipient shall permit the authorized representatives of the Recipient or DHCD to inspect, at any reasonable time, the Project and all records related to the Project.

14. Third Party Beneficiaries. The Recipient and the Subrecipient hereby agree that all representations and warranties contained in this Agreement run to the benefit of DHCD and the State of Maryland (the "State"). The Recipient and the Subrecipient further agree and acknowledge that DHCD and the State shall have the right to request documentation from time to time from the Recipient and/or the Subrecipient and shall be entitled to exercise all of the rights and remedies available to the Recipient against the Subrecipient.

15. No Waiver. No failure or delay by the Recipient to insist upon the strict performance of any term, condition, representation or warranty of this Agreement or to exercise any right, power or remedy shall constitute a waiver of any such term, condition, representation or warranty nor preclude the Recipient, DHCD, or the State, from exercising any such right, power, or remedy at any later time.

16. Survival. All covenants, agreements, representations and warranties made in this Agreement and in any other documents delivered pursuant hereto shall survive closeout of the Grant and shall continue in full force and effect until the Recipient has complied with all terms and conditions of the close-out agreement executed by and between DHCD and the Recipient for the Project.

17. Notices. All reports, notices, consents or approvals required under this Agreement shall be in writing and shall be deemed to have been given properly if and when mailed by first class certified mail, return receipt requested, postage prepaid, as follows:

If to Recipient: Town of Easton
14 South Harrison Street
Easton, Maryland 21601
Attn: Dawn Hutchison

With a copy to: Sharon M. VanEmburch, Esquire
16 South Washington Street
Easton, MD 21601

If to Subrecipient: Building African American Minds, Inc.
P.O. Box 1066
Easton, MD 21601
Attn: Dina Daly and Christina Ford

If to DHCD: Department of Housing and Community
Development
Division of Neighborhood Revitalization
7800 Harkins Road
Lanham, MD 20706
Attn: Community Legacy Program

With a copy to: Office of the Attorney General
7800 Harkins Road
Lanham, MD 20706
Attn: Division of Neighborhood Revitalization

or to such other address as the parties above shall have furnished to the other in writing.

18. Modification/Assignment. No portion of this Agreement may be changed, waived or modified except with the written consent of DHCD and by a written agreement executed by the parties hereto. This Agreement may not be assigned, in whole or in part, without the prior written Consent of DHCD.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

20. Terms Binding. All of the terms, conditions, representations, warranties and covenants of this Agreement shall apply to and be binding upon and inure to the benefit of the Recipient, DHCD, and the State. This Agreement shall be binding upon Subrecipient and its successor[s].

21. Indemnification. The subrecipient hereby releases the Recipient, DHCD, and the State

from, agrees that the Recipient, DHCD, and the State shall have no liability for, and agrees to protect, indemnify, and save harmless the Recipient, DHCD, and the State from and against any liability, suit, action, claim, demand, loss, expense or cost of any kind or nature, including attorneys, fees, incurred by or asserted or imposed against, the Recipient, DHCD, or the State as a result of or in connection with the Project. Any money expended by the Recipient, DHCD, or the State as a result of such liabilities, suits, motions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law and reasonable attorneys' fees, shall be immediately and without notice due and payable by the Subrecipient to the party who has expended such money.

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

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

24. Authority. This Agreement has been duly executed and delivered by the Subrecipient and the Recipient, in such manner and form as to comply with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of the Subrecipient and the Recipient.

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

WITNESS

Town of Easton

_____(SEAL)
Robert C. Willey, Mayor

WITNESS/ATTEST

Building African American Minds, Inc.

_____(SEAL)
Dina Daly, Executive Director

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY LEGACY PROGRAM
GRANT AGREEMENT**

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AWARDEE: Town of Easton

AWARD ID#: CL-2023-Easton-00038

PROJECT NAME: BAAM Academic Center

☐	Community Legacy Program Grant Agreement
☐	Exhibit A - CL-2023-Easton-00038 Project Description, Additional Information, and Special Conditions
☐	Exhibit B - CL-2023-Easton-00038 Project Budget
☐	Exhibit C - CL-2023-Easton-00038 Project Schedule

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY LEGACY PROGRAM
GRANT AGREEMENT**

THIS COMMUNITY LEGACY PROGRAM GRANT AGREEMENT (this "**Agreement**") is entered into as of the Effective Date (as defined herein) by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and **TOWN OF EASTON** (the "**Grantee**").

RECITALS

- A. This Agreement is issued pursuant to §§6-201 through 6-213 of the Housing and Community Development Article (the "**Act**") and the regulations promulgated thereunder and set forth in COMAR 05.17.01 (the "**Regulations**"). The Act establishes the Community Legacy Program (the "**Program**"). Capitalized terms not defined herein have the meanings set forth in the Regulations or the Act.
- B. The purposes of the Program are to:
1. Preserve existing communities as desirable places to live and conduct business, to reduce outward pressure for sprawl development; and
 2. Provide financial assistance to Sponsors or their designees to develop sustainable community plans or Community Legacy projects.
- C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2023 application (the "**Application**") the Department has approved an award of funds to Grantee to carry out a Program project, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, the Department's Program Policy Guide, as amended from time to time (the "**Guide**"), and this Agreement.

AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Sustainable Community or Eligible Opportunity Zone Designation.

- a) The Project is located in a geographic area (the “**Area**”) that has been designated by the Smart Growth Subcabinet (as defined in §9-1406 of the State Government Article) as a Sustainable Community or is in an Eligible Opportunity Zone.
- b) If located in a Sustainable Community, the Project will enhance and support the plan that has been approved by the Smart Growth Subcabinet as a Sustainable Community Plan.

2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Five Hundred Thousand Dollars (\$500,000)** (the “**Grant**”) to be used for the purposes of funding the Community Legacy Project (the “**Project**”) in Section 1 (the “**Project Description**”) of Exhibit A - CL-2023-Easton-00038 to be carried out at the location(s) set forth in Section 2 (the “**Project Address(es)**”) of Exhibit A - CL-2023-Easton-00038. The Department, in its sole discretion, may allow a modification to the Project Description and/or the Project Address(es) by providing prior written notice to Grantee of such modification.
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.
- c) The Project shall not include or support projects for which the principal use of the Project is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application and the Project and the execution of this Agreement are not to be construed as approval of any other projects described in the Application.
- e) The Grant is subject to and contingent on the availability and allocation of sufficient State of Maryland (the “**State**”) funds to the Program.

3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
- b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - CL-2023-Easton-00038 (the “**Project Budget**”). Grantee may transfer up to ten percent (10%) of the Grant funds between Project Budget line items without prior written approval of the Department, so long as (i) the line item to

which Grant funds are transferred already included some amount of the Grant allocated to it prior to such transfer by Grantee; and (ii) Grant funds allocated to the column for capital amounts may not be transferred to an operating expense line item and Grant funds allocated to the column for operating amounts may not be transferred to a capital expenditure line item. The Department, in its sole discretion, may allow additional transfers between Project Budget line items by providing prior written approval to Grantee of such transfers.

- c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.
- d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
- e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
- f) If Grantee is not a Local Government, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal or other State agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services. Notwithstanding the foregoing, Grantee may not use any portion of the Grant funds allocated to capital expenditures for reimbursement of indirect costs.

4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.

- a) Grantee shall commence the Project on or prior to the date (the "**Commencement Date**") set forth in Exhibit C - CL-2023-Easton-00038 (the "**Project Schedule**").
- b) Grantee shall complete the Project on or prior to the date indicated in the Project Schedule (the "**Completion Date**"). The Department, in its sole discretion, may extend the Completion Date by providing Grantee with prior written notice of such extension.
- c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation and upon completion.
- d) The Department must approve in writing all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
- e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.

- f) On or before the Completion Date, Grantee shall obtain any applicable certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.
- 5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:
- a) If the Project is subject to review by the Maryland Historical Trust ("**MHT**"), then MHT or the Department's qualified staff has reviewed the Project for impact on historic properties and determined that the Project will have no adverse effect on historic properties. If MHT or the Department's qualified staff determines that the Project will have an adverse effect, the Department may decline to fund the portion of the Project that has been determined to have an adverse effect. If the Department proceeds with funding the portion of the Project that has been determined to have an adverse effect, Grantee agrees to enter into an agreement with MHT and the Department (the "**MHT Agreement**") and fulfill any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and the Department. If the Department's determination that Grantee has satisfied its obligations to minimize or mitigate the adverse effect is contingent upon the Project meeting particular conditions, Grantee shall complete such conditions to the satisfaction of the Department.
 - b) The Maryland Codes Administration has approved any Project plans and specifications if the Department determines such approval is necessary.
 - c) For any Project that includes the acquisition, ownership, lease, rehabilitation, construction, operation, demolition or improvement of real property or improvements thereon (collectively and individually, the "**Property**"), Grantee shall not receive a disbursement of Grant funds until Grantee has submitted evidence acceptable to the Department of appropriate site control over the Property or authorization to proceed with the Project.
 - d) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions set forth on Exhibit A - CL-2023-Easton-00038.
- 6) Other Funds.
- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.
 - b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that the Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.
- 7) Disbursement of the Grant.

- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses, unless the Department determines, in its sole discretion, that the nature of the Project warrants disbursement in advance for eligible costs anticipated to be incurred. The Department, in its sole discretion, may disburse funds for eligible costs incurred prior to the Effective Date.
- b) Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred or anticipated to be incurred, for which disbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.
- c) Requests for payment should be made allowing approximately thirty (30) days to receive the Grant funds. The request for payment shall not exceed the eligible costs incurred and approved in writing by the Department.
- d) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment.

8) Records, Inspections and Reports.

Section 8 shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "**Records**"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the term of this Agreement.
- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the term of this Agreement. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as the Department determines to be necessary, in its sole discretion.
- iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of any contractors and subrecipients related to the Project for three (3) years following the term of this Agreement.

b) Inspections. During the term of this Agreement and for a period of three (3) years following the term of this Agreement, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement.

c) Reports.

- i) On January 1, April 1, July 1, and October 1 of each year, commencing on the Effective Date and continuing until the Department accepts the Final Report described in Section 8(c)(ii), Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the

Department. The interim progress reports shall contain such information as the Department reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.

- ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**"), in a manner and form to be determined by the Department, that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain a disbursement report that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
- iii) If any portion of the Grant is secured by collateral for the benefit of the Department (the "**Collateral**") or is used to fund a loan to a subrecipient (a "**Loan**") and the Department maintains an interest in such Loan, Grantee shall submit annual reports, in a manner and form to be determined by the Department, for the term of this Agreement.
- iv) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies; Termination.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the Project Description; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; (v) the failure to obtain the Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion; or (vii) a default by Grantee in any other agreement with the Department that remains uncured beyond any applicable notice and cure provisions therein.
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.
- c) In the event of termination by the Department:
 - i) The Department may withhold disbursement of Grant funds and Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
 - ii) The Department may demand repayment from Grantee of any portion of the Grant proceeds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and

- iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
- d) In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.
- e) Grantee agrees to return any remaining proceeds of the Grant to the Department upon termination of the Agreement, whether the termination is due to default, completion of the Project, expiration of the Agreement, or for any other reason.

10) Grantee's Certifications. Grantee certifies that:

- a) Grantee is a Local Government, a group of Local Governments, a Community Development Organization, or a Community Development Financial Institution and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
- b) This Agreement has been duly authorized, executed, and delivered by Grantee, and is the valid and legally binding act and agreement of Grantee.
- c) Regarding conflicts of interest:
 - i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an “**Interested Person**”), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant.
 - ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting.
 - iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 10(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee’s Conflict of Interest Policy.
- d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
- e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, State, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
- f) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- g) If Grantee is not a State agency, Grantee is (i) in good standing with the Maryland State Department of

Assessments and Taxation and shall provide evidence of such status upon request; and (ii) in compliance with the Maryland Solicitations Act (the “**Solicitations Act**”), including maintaining its registration as a charitable organization with the Office of the Secretary of State if required by the Solicitations Act.

- 11) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project or the Property, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.
- 12) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 11 and Section 14 of this Agreement, including reasonable attorney's fees, shall be immediately and without notice due and payable by Grantee to the Department, except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a Local Government, any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement exists only to the extent permitted by law and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.) (the “**LGTC**”); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time (together, the “**Local Government Indemnification Statutes**”), and is not to be deemed as a waiver of any immunity that may exist in any action against a local government for its officers, agents, volunteers and employees.
- 13) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.
 - a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs or activities.
 - b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
 - i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - ii) Title VIII of the Civil Rights Act of 1968, as amended;
 - iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;
 - iv) The Department's Minority Business Enterprise Program, as amended;
 - v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;
 - vi) The Fair Housing Amendments Act of 1988, as amended; and
 - vii) The Americans with Disabilities Act of 1990, as amended.

14) Environmental Certification and Indemnification; Lead Paint. In connection with the ownership, lease, rehabilitation, construction, operation or demolition of the Property:

- a) Grantee represents, warrants, and covenants that, other than as disclosed to the Department in writing prior to the Effective Date, there are no known hazardous materials located on the Property, that it will not cause or knowingly allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property, and that to the best of its knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations. De minimis amounts of household cleaning supplies, office supplies and petroleum-based products used in the ordinary course of operating the Property and which are stored and disposed of in accordance with applicable laws are not considered hazardous materials.
- b) Grantee shall indemnify and hold the Department, its employees and agents harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement.
- c) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.

15) Non-Sectarian Certifications.

- a) Other than as disclosed to the Department in writing, Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.
- b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Insurance.

- a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.
- b) Grantee shall determine whether the Property is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Property is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.
- c) Grantee shall require, or shall cause any subrecipients to require, the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts satisfactory to the Department.

- d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
- e) To the extent required by the Department, insurance coverage shall be in force prior to the disbursement of the Grant proceeds and shall contain terms and coverages satisfactory to the Department.
- f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as lender's loss payable and additional insured.
- g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies.
- h) If Grantee is a Local Government, or is otherwise approved by the Department, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to the Department.

17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a) Communications to the Department shall be mailed to:

Department of Housing and Community Development
 Division of Neighborhood Revitalization
 7800 Harkins Road
 Lanham, Maryland 20706
 Attention: Community Legacy Program

with a copy to:

Office of the Attorney General
 7800 Harkins Road
 Lanham, Maryland 20706
 Attention: Division of Neighborhood Revitalization

- b) Communications to Grantee shall be mailed to:

Town of Easton
 14 South Harrison Street
 Easton, MD 21601
 Attention: Mrs. Dawn Hutchison

18) Amendment. Other than modifications that are explicitly identified in this Agreement as modifications the Department may approve by providing written notice to the Grantee, this Agreement may not be amended except by a written instrument executed by the Department and Grantee.

19) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

- 20) Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, “electronic signature” shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.
- 21) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 22) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 23) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
- 24) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the date it is executed by the Department (the “**Effective Date**”) and shall continue in full force and effect until the later of (a) the Department close out of the Project in accordance with its procedures for closing out projects; (b) the final satisfaction of any Loan proceeds or obligations regarding any Collateral; or (c) the expiration of the period of time the Department requires a particular use of the Property, if any such restriction is set forth on Exhibit A - CL-2023-Easton-00038. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.
- 25) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 26) Delay Does Not Constitute Waiver. No failure or delay of the Department or the Grantee to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department or the Grantee from exercising any right, power or remedy at any later time or times.
- 27) Technical Assistance. If the Project is not being completed or performed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may require that Grantee accept technical assistance the Department determines is necessary for the Project to proceed in a manner acceptable to the Department.
- 28) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.
- 29) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department

may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the “PIA”). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure, the location of such information (for example, document name) and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee’s statement when responding to a request made pursuant to the PIA.

30) CONFESSION OF JUDGMENT. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT (THE “HOLDER”), AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON.

THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.

EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.

THIS SECTION 30 SHALL NOT APPLY TO LOCAL GOVERNMENTS.

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WITNESS the hands and seals of the Department and the Grantee, with the specific intention of creating a document under seal.

WITNESS/ATTEST:

TOWN OF EASTON

By: _____ (SEAL)

Name: Mr. Robert C. Wiley

Title: Mayor

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**, a principal
department of the State of Maryland

By: _____ (SEAL)

Owen McEvoy, Acting Secretary

Date Executed on behalf of the Department/
Effective Date

Approved for form and
Legal sufficiency

Assistant Attorney General

Exhibits:

Exhibit A - Project Description, Additional Information, and Special Conditions

Exhibit B - Project Budget

Exhibit C - Project Schedule

PROJECT DESCRIPTION, ADDITIONAL INFORMATION, AND SPECIAL CONDITIONS

Project Name:

BAAM Academic Center

1. Project Description:

Build a 3-story building to house all of BAAM's afterschool and summer programs, educational and career focused programs for the youth as well as parents, young adults seeking employment services and the public.

2. Project Address(es):

The project will take place at 31 Jowite Street, Easton, MD, 21601.

3. Additional Information:

The project will be the construction of a new academic center for BAAM. The new center will have classrooms to offer a Workforce Development Program as well as various other educational courses /training programs. The center will also have a library/media center, a kitchen, and a cafeteria/meeting area. The larger and updated facility will allow BAAM to not only serve its current population but expand to offer services to the broader populations. This newly built academic center will allow for learning and social activities to be enjoyed by people of all ages in a safe environment.

4. Additional Financing (Evidence and Use of Funding Sources):

Community Legacy funds totaling \$500,000 will be used to support construction activities for the BAAM Academic Center. The Clark Foundation will contribute \$337,121.50 towards the cost of the project. Total project cost: \$837,122.

5. Special Conditions:

If Grantee is (a) a corporation, foundation, school, hospital, or other legal entity for which none of the net earnings inure to the benefit of any private shareholder or individual holding an interest in the entity; and (b) eligible for a State benefit of at least \$1,000,000 of capital funding (in the aggregate, including amounts received from all Department programs), then Grantee shall comply with §19-105 of the Business Regulation Article and COMAR 24.01.07 (together, the “**Corporate Diversity Act**”) by providing the Department with the Corporate Diversity Addendum (the “**Addendum**”) described by the Corporate Diversity Act or an affidavit (the “**Affidavit**”) attesting that Grantee is not required to submit the Addendum, each in the form provided by the Department. If Grantee is required to submit the Addendum, Grantee certifies that it meets at least 33 percent of the diversity indicators listed in the Addendum. Grantee shall keep complete and accurate records supporting the facts in the Addendum or the Affidavit, as applicable, for a period of 5 years from the date of this Agreement. If any representation made by Grantee in the Addendum or the Affidavit is false when made, the Department may cancel the Grant in whole or in part, require repayment of the Grant, or seek any other remedy available by law. Capitalized terms used in this paragraph but not defined in the Agreement shall have the meanings set forth in the Corporate Diversity Act.

EXHIBIT B - CL-2023-Easton-00038
PROJECT BUDGET

Project Name:
BAAM Academic Center

	AWARD FUNDS		OTHER SOURCES OF FUNDS			
USE OF FUNDS BY ACTIVITY	Capital Amount	Operating Amount	Applicant's Contribution	Name(s) of Other Source(s)	Other Source Amount	TOTALS BY ACTIVITY
Site Pre-Dev: Acquisition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Arch/Eng Design	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Demolition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Infrastructure	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Stabilization	\$0	\$0	\$0		\$0	\$0
Site Dev: New Construction	\$500,000	\$0	\$0	Clark Foundation - Donation	\$337,122	\$837,122
Site Dev: Rehabilitation/ Renovation	\$0	\$0	\$0		\$0	\$0
Operations: Studies and Planning	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (Cash)	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (In-Kind)	\$0	\$0	\$0		\$0	\$0
Other (a):	\$0	\$0	\$0		\$0	\$0
Other (b):	\$0	\$0	\$0		\$0	\$0
Other (c):	\$0	\$0	\$0		\$0	\$0
Other (d):	\$0	\$0	\$0		\$0	\$0
TOTALS:	\$500,000	\$0	\$0		\$337,122	\$837,122

Total Award: \$500,000
Total Project Cost: \$837,122

EXHIBIT C - CL-2023-Easton-00038

Project Name:

[illegible]

Selection Criteria:

From Date : 12/31/2022

To Date : 01/25/2023

or

From Period :

To Period :

Bank Code : 00

Page Break by Fund: Y

Include Vendor No.: Y

Print Recap Only .: N

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/04/2023	1524	2689	AMAZON CAPITAL SERVICES	1Q4G-7DFT-F3VC 1Q4G-7DFT-F3VC 1Q4G-7DFT-F3VC	OFFICE SUPPLIES, GENERAL RADIO & TELECOMMUNICATION MISCELLANEOUS PRODUCTS	001-1075-510.30-52 001-2210-522.30-52 001-3040-530.30-56		6/2023 6/2023 6/2023 Total	8.93 12.19 584.65 605.77
01/04/2023	1525	2656	BLUE360 MEDIA LLC	IN2211175436	MD MOTOR VEH HANDBOOK	001-2020-520.30-54		6/2023 Total	3,438.00 3,438.00
01/04/2023	1526	3079	CARROLL INDEPENDENT FUE	104546-492815 104546-492815 104546-492815 104546-492815 104546-492815 104546-492815 104546-492815 104546-492815 104546-492815 104546-492815 104546-492815 104546-492815	11/16-30/22 FUEL USAGE 11/16-30/22 FUEL USAGE 11/16-30/22 FUEL USAGE 11/16-30/22 FUEL USAGE 11/16-30/22 FUEL USAGE 11/16-30/22 FUEL USAGE 11/16-30/22 FUEL USAGE 11/16-30/22 FUEL USAGE 11/16-30/22 FUEL USAGE 11/16-30/22 FUEL USAGE 11/16-30/22 FUEL USAGE 11/16-30/22 FUEL USAGE	001-1400-514.30-55 001-2010-520.30-55 001-2020-520.30-55 001-2040-520.30-55 001-2210-522.30-55 001-2220-522.30-55 001-2310-523.30-55 001-3010-530.30-55 001-3025-530.30-55 001-3040-530.30-55 001-3045-530.30-55 001-4010-540.30-55		6/2023 6/2023 6/2023 6/2023 6/2023 6/2023 6/2023 6/2023 6/2023 6/2023 6/2023 6/2023 Total	64.63 112.41 3,148.39 745.73 147.88 43.13 344.22 381.62 3,713.34 5,030.89 691.59 290.62 14,714.45
01/04/2023	1528	595	FPC DISTRIBUTION	1020699 1021041	ROLL TOWELS ROLL TOWELS	001-2110-521.30-52 001-2110-521.30-52		6/2023 6/2023 Total	319.84 319.84 639.68
01/04/2023	1529	1269	FRATERNAL ORDER OF POLI	123022	LODGE DEDUCTIONS	001-0000-217.17-00		6/2023 Total	1,620.00 1,620.00
01/04/2023	1530	678	GARDEN BASKET LLC, THE	013682	DISH GARDEN	001-2010-520.30-49		6/2023 Total	50.95 50.95
01/04/2023	1531	2930	GOOD LIFE LAWN CARE/LAN	5091	PW CONSTRUCTION & RELATED	001-3040-530.30-34		6/2023 Total	1,117.50 1,117.50
01/04/2023	1532	237	HOME PARAMOUNT PEST CON	5970512 5970547 5970607 5978937	MONTHLY PEST SVCS MONTHLY PEST SVCS MONTHLY PEST SVCS MONTHLY PEST SVCS	001-1400-514.30-46 001-3010-530.30-46 001-6000-560.30-46 001-1400-514.30-46	ED2301	6/2023 6/2023 6/2023 6/2023 Total	33.00 38.00 36.00 33.00 140.00
01/04/2023	1533	2214	NEWMAN SIGNS INC	TRFINV044400	SHIPPING AND HANDLING	001-3045-530.30-52		6/2023 Total	1,260.00 1,260.00
01/04/2023	1534	2192	NORTHERN SAFETY CO INC	905122072		001-3040-530.30-52		6/2023 Total	65.64 65.64
01/04/2023	1535	506	UNEMPLOYMENT TAX SERVI	14035	SERVICES	001-1065-510.30-49		6/2023 Total	135.00 135.00
01/11/2023	1536	2689	AMAZON CAPITAL SERVICES	1KKM-7PKN-NRK6 1QNM-6K3P-7WQC 1RK6-F13Q-YJHG	COMPUTERS,DP & WORD PROC. SHIPPING AND HANDLING MISCELLANEOUS PRODUCTS	001-2310-523.30-35 001-2040-520.30-52 001-3040-530.30-56		6/2023 6/2023 6/2023	129.90 68.49 627.90

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/11/2023	1536	2689	AMAZON CAPITAL SERVICES	1XRW-WJGV-1QHD 1YCV-T3Q4-D7HX 1YJF-VHLV-CWDR 1377-CCQT-4PJQ	FUEL,OIL,GREASE, & LUBES MISCELLANEOUS PRODUCTS SHIPPING AND HANDLING	001-1400-514.30-52 001-3040-530.30-52 001-2020-520.30-37 001-3040-530.30-35		6/2023 7/2023 6/2023 6/2023 Total	46.44 369.00 407.89 394.00- 1,255.62
01/11/2023	1537	98	APG MEDIA OF CHESAPEAKE	3009014	ORDINANCE #792	001-1050-510.30-48		7/2023 Total	43.75 43.75
01/11/2023	1538	2593	EASTON TRUCK CENTER	59004AUP 59274AUP	ROAD/HGWY HEAVY EQUIPMENT AUTO & TRUCK MAINT. ITEMS	001-3025-530.30-56 001-3025-530.30-56		7/2023 7/2023 Total	93.41 281.25 374.66
01/11/2023	1539	179	EWING INC, PAUL T	490586 490615 490746 490844 490846 490886 491100 491140 491177 491250 491347 491372	SEED,SOD,SOIL&INOCULANT ROAD/HWY MAT NONASPHALTIC HARDWARE,AND ALLIED ITEMS HAND TOOLS ,POW&NON POWER MISCELLANEOUS PRODUCTS CLOTHING & APPAREL ROAD/HWY MAT NONASPHALTIC	001-3040-530.30-52 001-3040-530.30-52 001-3040-530.30-52 001-3025-530.30-37 001-3010-530.30-37 001-3045-530.30-52 001-3040-530.30-52 001-3040-530.30-52 001-3045-530.30-52 001-3040-530.30-52 001-3040-530.30-37 001-3040-530.30-52	21-31 21-31	6/2023 7/2023 6/2023 6/2023 6/2023 6/2023 6/2023 6/2023 6/2023 7/2023 7/2023 Total	19.50 80.90 320.00 100.00 100.00 349.00 2,992.00 89.00 89.00 175.80 2,088.00 432.00 6,835.20
01/11/2023	1541	2094	GOVCONNECTION INC	73607549 73607549	COMPUTERS,DP & WORD PROC. COMPUTERS,DP & WORD PROC.	001-1065-510.30-51 001-2210-522.30-51		7/2023 7/2023 Total	332.44 80.08 412.52
01/11/2023	1542	237	HOME PARAMOUNT PEST CON	5984847	PEST SVCS	001-1400-514.30-46		6/2023 Total	70.00 70.00
01/11/2023	1543	239	HOPKINS SALES CO INC	455361 455428 455462 455986 456360	PLASTICS PAPER & PLASTIC-DISPOSABL PAPER & PLASTIC-DISPOSABL PLASTICS PAPER & PLASTIC-DISPOSABL	001-1400-514.30-52 001-1400-514.30-52 001-3010-530.30-52 001-1400-514.30-52 001-1400-514.30-52		6/2023 6/2023 6/2023 6/2023 6/2023 Total	119.77 159.94 93.74 130.53 180.56 684.54
01/11/2023	1544	2792	LIVEWIRE KIOSK INC	2022-1796	PROCESSING FEE	001-1200-512.30-51		7/2023 Total	9.16 9.16
01/11/2023	1545	413	R E MICHEL CO LLC	82542200	FILTERS	001-2110-521.30-52		6/2023 Total	53.40 53.40
01/11/2023	1546	2360	SIRENNET	0265693	LIGHT BAR	001-3040-530.30-56		7/2023 Total	924.95 924.95
01/11/2023	1547	461	SPURRY'S TIRE SERVICE I	63124 63223	TIRES AND TUBES	001-3040-530.30-56 001-3040-530.30-56		6/2023 6/2023 Total	160.30 988.00 1,148.30

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01/11/2023	1548	461	SPURRY'S TIRE SERVICE I	63495	TIRE/FIRE TRUCK E-64	001-2110-521.30-56		6/2023	906.00
								Total	906.00
01/11/2023	1549	2122	TRI SUPPLY & EQUIPMENT	799039-0001	ROAD/HWY MATERIALS ASPHLT	001-3040-530.30-52		6/2023	528.00
								Total	528.00
01/11/2023	1550	2067	UTILITY EASTERN SHORE T	2284081	AUTO MAJOR TRANSPORTATION	001-3040-530.30-56		6/2023	92.40
				2284315	AUTO & TRUCK MAINT. ITEMS	001-3040-530.30-56		7/2023	89.18
				2284497	AUTO & TRUCK MAINT. ITEMS	001-3040-530.30-56		7/2023	1,978.13
								Total	2,159.71
01/11/2023	1551	940	WARREN'S WOOD WORKS INC	640697	PICNIC TABLE REPAIRS	001-4010-540.30-46		6/2023	74.86
								Total	74.86
01/18/2023	1552	995	BEE'S AUTOMOTIVE DISTRI	148337	AUTO & TRUCK MAINT. ITEMS	001-3025-530.30-56		6/2023	110.00
								Total	110.00
01/18/2023	1553	3115	CHESAPEAKE EMPLOYERS IN	010223	JAN '23 WORKERS COMP	001-1010-510.10-24		7/2023	5.20
				010223	JAN '23 WORKERS COMP	001-1050-510.10-24		7/2023	33.49
				010223	JAN '23 WORKERS COMP	001-1060-510.10-24		7/2023	1.70
				010223	JAN '23 WORKERS COMP	001-1065-510.10-24		7/2023	60.40
				010223	JAN '23 WORKERS COMP	001-1070-510.10-24		7/2023	76.54
				010223	JAN '23 WORKERS COMP	001-1075-510.10-24		7/2023	24.44
				010223	JAN '23 WORKERS COMP	001-1200-512.10-24		7/2023	160.86
				010223	JAN '23 WORKERS COMP	001-1310-513.10-24		7/2023	1,051.39
				010223	JAN '23 WORKERS COMP	001-1400-514.10-24		7/2023	694.59
				010223	JAN '23 WORKERS COMP	001-2010-520.10-24		7/2023	1,644.17
				010223	JAN '23 WORKERS COMP	001-2020-520.10-24		7/2023	8,391.97
				010223	JAN '23 WORKERS COMP	001-2030-520.10-24		7/2023	123.91
				010223	JAN '23 WORKERS COMP	001-2040-520.10-24		7/2023	3,882.09
				010223	JAN '23 WORKERS COMP	001-2110-521.10-24		7/2023	2,195.28
				010223	JAN '23 WORKERS COMP	001-2210-522.10-24		7/2023	781.01
				010223	JAN '23 WORKERS COMP	001-2220-522.10-24		7/2023	376.34
				010223	JAN '23 WORKERS COMP	001-2310-523.10-24		7/2023	1,408.63
				010223	JAN '23 WORKERS COMP	001-3010-530.10-24		7/2023	1,053.91
				010223	JAN '23 WORKERS COMP	001-3025-530.10-24		7/2023	1,570.41
				010223	JAN '23 WORKERS COMP	001-3040-530.10-24		7/2023	2,209.65
				010223	JAN '23 WORKERS COMP	001-3045-530.10-24		7/2023	1,507.81
				010223	JAN '23 WORKERS COMP	001-4010-540.10-24		7/2023	628.96
								Total	27,882.75
01/18/2023	1554	2500	CHESTER RIVER BEHAVIORA	120922	SVCS/EASTON POLICE DEPT	001-2010-520.30-31		7/2023	800.00
								Total	800.00
01/18/2023	1555	943	COMMUNITY ANIMAL HOSPIT	250553	MISC/PATTON/EASTON POLICE	001-2020-520.30-49		7/2023	65.70
				250559	MISC/PATTON/EASTON POLICE	001-2020-520.30-49		7/2023	136.00
								Total	201.70
01/18/2023	1556	1800	CRAMER MARKETING	41019	FORMS, CONT. COMPUTER	001-1200-512.30-52		6/2023	199.53
								Total	199.53
01/18/2023	1557	129	DEPENDABLE SSR LLC	1593	DIRT & BRUSH	001-3040-530.30-52		7/2023	491.77
				1593	DIRT & BRUSH	001-3045-530.30-52		7/2023	399.95

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								Total	891.72
01/18/2023	1558	1000	EASTERN SHORE COFFEE &	279693	COOLER RENTAL	001-3040-530.30-52		7/2023	69.64
				288539		001-3040-530.30-52		7/2023	8.95
								Total	78.59
01/18/2023	1559	2208	EASTERN SHORE METALS LL	3134985	METALS, BARS, PLATES, RODS	001-3040-530.30-52		6/2023	200.01
				3135077	METALS, BARS, PLATES, RODS	001-3040-530.30-52		6/2023	732.78
				3135294	METALS, BARS, PLATES, RODS	001-3040-530.30-52		7/2023	383.95
								Total	1,316.74
01/18/2023	1560	239	HOPKINS SALES CO INC	455635	FLOOR MACH. REPLCMT HEAD SUPPLIES SUPPLIES	001-2110-521.30-52		7/2023	41.56-
				455934		001-2110-521.30-52		6/2023	388.45
				455988		001-2110-521.30-52		6/2023	250.61
				456060		001-2110-521.30-52		6/2023	21.71
								Total	619.21
01/18/2023	1561	239	HOPKINS SALES CO INC	455777	PLASTICS	001-2010-520.30-52		7/2023	267.46
								Total	267.46
01/18/2023	1562	2770	KUEPER NORTH AMERICA LL	4839	ROAD/HGWY HEAVY EQUIPMENT	001-3040-530.30-52		7/2023	6,985.14
								Total	6,985.14
01/18/2023	1563	333	MID-ATLANTIC WASTE SYST	166382	HARDWARE, AND ALLIED ITEMS	001-3025-530.30-52		6/2023	907.13
				166472	AUTO & TRUCK MAINT. ITEMS	001-3040-530.30-56		6/2023	227.04
				166497	ROAD/HGWY HEAVY EQUIPMENT	001-3040-530.30-56		7/2023	524.72
								Total	1,658.89
01/18/2023	1564	826	MR ROOTER MID-SHORE	165995	PW CONSTRUCTION & RELATED	001-3040-530.30-34		7/2023	11,050.00
				166040	PW CONSTRUCTION & RELATED	001-3040-530.30-34		7/2023	400.00
				52582	PW CONSTRUCTION & RELATED	001-3040-530.30-34		7/2023	3,800.00
								Total	15,250.00
01/18/2023	1565	826	MR ROOTER MID-SHORE	52560	SVCS/VAC TRUCK MOP SINK	001-2110-521.30-46		6/2023	319.50
								Total	319.50
01/18/2023	1566	2478	MUNICIPAL EMERGENCY SVC	IN1805968	MISC/EASTON POLICE	001-2020-520.30-52		7/2023	300.00
								Total	300.00
01/18/2023	1567	389	PIERSON COMFORT GROUP L	QB024664	SERVICES	001-4010-540.30-44		7/2023	157.00
				QB024665	SERVICES	001-3045-530.30-44		7/2023	78.50
								Total	235.50
01/18/2023	1568	1029	SHORE JANITORIAL SERVIC	0343	DEC MONTHLY SVCS	001-2010-520.30-46		7/2023	3,200.00
								Total	3,200.00
01/25/2023	1569	2689	AMAZON CAPITAL SERVICES	1FPJ-G316-X4J3	COMPUTERS, DP & WORD PROC.	001-1075-510.30-35		7/2023	19.99
				1JC9-PVJY-PQC7	CLOTHING & APPAREL	001-2030-520.30-37		7/2023	551.10
				1MMM-YHPY-K9YQ	OFFICE SUPPLIES, GENERAL	001-2010-520.30-52		7/2023	33.98
				1M7G-WXYG-RXCQ		001-3040-530.30-56		7/2023	207.21
				1Q3W-NJLX-QLQ4	SHIPPING AND HANDLING	001-3040-530.30-52		6/2023	79.98
				1TTM-NLQK-QFJK	MISCELLANEOUS PRODUCTS	001-3040-530.30-56		6/2023	270.37
				11TY-QDML-R4GL	MISCELLANEOUS PRODUCTS	001-3040-530.30-56		6/2023	9.62

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01/25/2023	1569	2689	AMAZON CAPITAL SERVICES	1377-CCQT-YQ3Q 17YY-D936-GGKR	ELECTRONIC COMPONENTS	001-1075-510.30-35 001-2010-520.30-52		6/2023 7/2023 Total	24.55 25.99- 1,170.81
01/25/2023	1570	98	APG MEDIA OF CHESAPEAKE	3009650 3009652 3009978	ORDINANCE # 793 PLANNING COMM MTG AGENDA ORDINANCE # 793	001-1050-510.30-48 001-1310-513.30-48 001-1050-510.30-48		7/2023 7/2023 7/2023 Total	52.50 183.75 52.50 288.75
01/25/2023	1571	2790	BLUE TECH LLC	2395	POLICE VEHICLE SVCS	001-2020-520.30-56		7/2023 Total	665.75 665.75
01/25/2023	1572	3079	CARROLL INDEPENDENT FUE	104764-502645 104764-502645 104764-502645 104764-502645 104764-502645 104764-502645 104764-502645 104764-502645 104764-502645 104764-502645 104764-502645 104764-502645	12/1-15/22 FUEL PURCHASES 12/1-15/22 FUEL PURCHASES 12/1-15/22 FUEL PURCHASES 12/1-15/22 FUEL PURCHASES 12/1-15/22 FUEL PURCHASES 12/1-15/22 FUEL PURCHASES 12/1-15/22 FUEL PURCHASES 12/1-15/22 FUEL PURCHASES 12/1-15/22 FUEL PURCHASES 12/1-15/22 FUEL PURCHASES 12/1-15/22 FUEL PURCHASES 12/1-15/22 FUEL PURCHASES	001-1400-514.30-55 001-2010-520.30-55 001-2020-520.30-55 001-2040-520.30-55 001-2210-522.30-55 001-2220-522.30-55 001-2310-523.30-55 001-3010-530.30-55 001-3025-530.30-55 001-3040-530.30-55 001-3045-530.30-55 001-4010-540.30-55		7/2023 7/2023 7/2023 7/2023 7/2023 7/2023 7/2023 7/2023 7/2023 7/2023 7/2023 7/2023 Total	116.01 204.11 2,594.14 548.95 129.94 31.71 415.79 424.35 3,070.47 5,402.73 1,165.39 261.39 14,364.98
01/25/2023	1573	257	EASTON TIMBER & MAT LLC	1030132	MULCH	001-4010-540.30-52	19-76	7/2023 Total	200.00 200.00
01/25/2023	1574	2982	INSIGHT PUBLIC SECTOR I	1101012893 1101012893	COMPUTERS,DP & WORD PROC. POLICE EQUIPMENT & SUPPLY	001-1070-510.30-34 001-1070-510.30-35		7/2023 7/2023 Total	1,420.53 630.91 2,051.44
01/25/2023	1575	2963	NATIONAL HVAC SERVICE	SF-P15326	SERVICE AREA	001-2010-520.30-46		7/2023 Total	3,633.00 3,633.00
01/25/2023	1576	2192	NORTHERN SAFETY CO INC	905170248	HAND TOOLS ,POW&NON POWER	001-3040-530.30-52		7/2023 Total	158.29 158.29
01/25/2023	1577	2216	QUADIENT LEASING USA IN	N9744564		001-2010-520.30-46		7/2023 Total	158.97 158.97
01/25/2023	1578	2260	SCREEN ID	INVCC105288	SERVICES	001-2010-520.30-31		7/2023 Total	175.50 175.50
01/04/2023	81485	1575	B&H PHOTO-VIDEO	208628734 208686550	PHOTOGRAPHIC EQUIPMENT VIDEO LIGHT KIT	001-1065-510.30-35 001-1065-510.30-35		6/2023 6/2023 Total	787.28 198.00 985.28
01/04/2023	81487	3147	BRESCOOK LLC	18860 18933	TRAINING CLASS LEADERSHIP DEVELOPMENT	001-1075-510.30-33 001-1075-510.30-33		6/2023 6/2023 Total	3,500.00 36,000.00 39,500.00

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01/04/2023	81498	2961	LUCY'S FLOWERS LLC	16815	VASE ARRANGEMENT	001-1060-510.30-49		6/2023 Total	95.00 95.00
01/04/2023	81499	2289	M SAVAGE LANDSCAPE VEG.	121622	DEAD TREES REMOVAL/NE PK	001-4010-540.30-34		6/2023 Total	4,000.00 4,000.00
01/04/2023	81500	322	MARYLAND ENVIRONMENTAL	334334 614209	12/1-15/22 WASTE SVCS 12/1-15/22 WASTE SVCS	001-3025-530.30-34 001-3025-530.30-34		6/2023 6/2023 Total	35,601.98 326.84 35,928.82
01/04/2023	81501	1597	MARYLAND POLICE & CORRE	ADP22998	TRAINING/EASTON POLICE	001-2020-520.30-33		6/2023 Total	25.00 25.00
01/04/2023	81502	2379	MIDATLANTIC TIRE PROS	76389	POLICE TIRE SVCS	001-2010-520.30-56		6/2023 Total	299.23 299.23
01/04/2023	81503	3138	OFFICE REPLACEMENT PART	5878	SHIPPING AND HANDLING	001-2020-520.30-52		6/2023 Total	98.80 98.80
01/04/2023	81504	2351	OPTUM BANK	123022		001-0000-217.21-00		6/2023 Total	1,233.22 1,233.22
01/04/2023	81505	9999999	PROGRESSIVE TITLE CORPO	000103268	TAX REFUNDS	001-0000-201.00-00		6/2023 Total	1,742.14 1,742.14
01/04/2023	81506	2901	QUADIENT FINANCE USA IN	122122	POSTAGE	001-1400-514.30-41		6/2023 Total	900.00 900.00
01/04/2023	81507	2943	RIVER ASPHALT LLC	B-827M-0005170	ASPHALT PATCH	001-3040-530.30-52		6/2023 Total	781.05 781.05
01/04/2023	81509	1390	SUPERION LLC	370820	ANNUAL SUBSCRIPTION FEE	001-1070-510.30-46		6/2023 Total	112.35 112.35
01/04/2023	81510	486	TALBOT COUNTY CHAMBER O	71180	CHAIR LUNCH	001-1010-510.30-39		6/2023 Total	35.00 35.00
01/04/2023	81511	1336	TRI GAS & OIL CO INC	3654741	PROPANE/SUBSTATION	001-2110-521.30-43		6/2023 Total	855.88 855.88
01/04/2023	81512	2614	UNIFIRST CORPORATION	1430044199 1430044200 1430044200 1430044200 1430044201 1430044201 1430044202 1430044203	PUBLIC WKS UNIFORMS PUBLIC WKS UNIFORMS PUBLIC WKS UNIFORMS PUBLIC WKS UNIFORMS PUBLIC WKS UNIFORMS PUBLIC WKS UNIFORMS PUBLIC WKS UNIFORMS PUBLIC WKS UNIFORMS	001-3025-530.30-36 001-3025-530.30-36 001-3040-530.30-36 001-3045-530.30-36 001-3010-530.30-36 001-3010-530.30-46 001-3040-530.30-36 001-3010-530.30-36	6/2023 6/2023 6/2023 6/2023 6/2023 6/2023 6/2023 6/2023 Total	97.58 16.80 113.35 53.16 27.40 10.00 89.28 24.98 432.55	
01/04/2023	81513	2251	VERIZON	121322 121322 121322		001-1010-510.30-41 001-1050-510.30-41 001-1060-510.30-41		6/2023 6/2023 6/2023	5.71 12.61 10.64

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01/04/2023	81513	2251	VERIZON	121322		001-1065-510.30-41		6/2023	22.46
				121322		001-1200-512.30-41		6/2023	30.33
				121322		001-1310-513.30-41		6/2023	22.46
				121322		001-2210-522.30-41		6/2023	30.34
				121322		001-2220-522.30-41		6/2023	22.46
				121322		001-2310-523.30-41		6/2023	30.34
				121322		001-3010-530.30-41		6/2023	197.00
				121322		001-4010-540.30-41		6/2023	9.65
				121322A		001-2110-521.30-41		6/2023	1,114.23
								Total	1,508.23
01/04/2023	81514	714	VERIZON WIRELESS	9923193844		001-1070-510.30-41		6/2023	41.34
				9923362709	CELL PHONES	001-1010-510.30-41		6/2023	207.65
				9923362709	CELL PHONES	001-1050-510.30-41		6/2023	31.73
				9923362709	CELL PHONES	001-1060-510.30-41		6/2023	31.48
				9923362709	CELL PHONES	001-1065-510.30-41		6/2023	41.53
				9923362709	CELL PHONES	001-1070-510.30-41		6/2023	256.14
				9923362709	CELL PHONES	001-1075-510.30-41		6/2023	88.06
				9923362709	CELL PHONES	001-1310-513.30-41		6/2023	41.53
				9923362709	CELL PHONES	001-1400-514.30-41		6/2023	62.96
				9923362709	CELL PHONES	001-2210-522.30-41		6/2023	83.01
				9923362709	CELL PHONES	001-2310-523.30-41		6/2023	211.03
				9923362709	CELL PHONES	001-3010-530.30-41		6/2023	563.07
				9923362709	CELL PHONES	001-4010-540.30-41		6/2023	145.97
								Total	1,805.50
01/04/2023	81515	515	WALMART	03461		001-1060-510.10-26		6/2023	45.00
								Total	45.00
01/04/2023	81516	1220	XEROX CORPORATION	017773017	TOWN ADMIN COPIER	001-1200-512.30-46		6/2023	162.44
								Total	162.44
01/11/2023	81517	2657	AS GREEN AS IT GETS LLC 3284		IRRIGATION SVCS/NE PARK	001-4010-540.30-34		6/2023	191.85
								Total	191.85
01/11/2023	81518	2383	BROWN, FRANKLIN O	010723	BASKETBALL OFFICIAL SVCS	001-4010-540.30-34	PK0704	7/2023	210.00
								Total	210.00
01/11/2023	81519	2921	CANON FINANCIAL SERVICE	29733226		001-2010-520.30-46		7/2023	137.08
								Total	137.08
01/11/2023	81520	1929	CONSUMER PROTECTION DIV	010623	DEC 2022 HOME BLDR FUND	001-0000-201.03-00		7/2023	400.00
								Total	400.00
01/11/2023	81521	2760	COOK, DORSEY D	010723	BASKETBALL OFFICIAL SVCS	001-4010-540.30-34	PK0704	7/2023	210.00
								Total	210.00
01/11/2023	81522	9999999	CORELOGIC	000102804	TAX REFUNDS	001-0000-201.00-00		7/2023	522.52
								Total	522.52
01/11/2023	81523	9999999	CORELOGIC	000106124	TAX REFUNDS	001-0000-201.00-00		7/2023	829.23
								Total	829.23

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01/11/2023	81524	9999999	CORELOGIC	000110864	TAX REFUNDS	001-0000-201.00-00		7/2023	721.76
								Total	721.76
01/11/2023	81525	9999999	CORELOGIC	000115480	TAX REFUNDS	001-0000-201.00-00		7/2023	1,027.87
								Total	1,027.87
01/11/2023	81526	2975	DELAWARE ELEVATOR SERVI	370440		001-1400-514.30-46		7/2023	124.00
								Total	124.00
01/11/2023	81527	146	E D SUPPLY CO INC	6675-1198320	SHOP LIGHTING	001-3010-530.30-50		6/2023	1,165.00
								Total	1,165.00
01/11/2023	81528	170	EASTON UTILITIES	122222		001-1010-510.30-41		6/2023	68.92
				122222		001-1050-510.30-41		6/2023	91.90
				122222		001-1060-510.30-41		6/2023	114.87
				122222		001-1065-510.30-41		6/2023	137.84
				122222		001-1070-510.30-41		6/2023	114.87
				122222		001-1075-510.30-41		6/2023	114.87
				122222		001-1200-512.30-41		6/2023	275.68
				122222		001-1310-513.30-41		6/2023	183.79
				122222		001-1400-514.30-43		6/2023	2,522.55
				122222		001-2010-520.30-41		7/2023	1,969.17
				122222		001-2010-520.30-43		7/2023	6,523.30
				122222		001-2110-521.30-43		7/2023	3,436.85
				122222		001-2210-522.30-41		6/2023	275.69
				122222		001-2220-522.30-41		6/2023	137.84
				122222		001-2310-523.30-41		6/2023	275.68
				122222		001-3010-530.30-41		6/2023	275.69
				122222		001-3010-530.30-43		6/2023	2,171.17
				122222		001-3040-530.30-43		6/2023	12,989.21
				122222		001-4010-540.30-41		6/2023	68.92
				122222		001-4010-540.30-43		6/2023	485.14
				122222		001-6000-560.30-41	ED2301	6/2023	160.82
								Total	32,394.77
01/11/2023	81529	9999999	GIANT OF MARYLAND LLC	000200992	TAX REFUNDS	001-0000-201.00-00		7/2023	258.83
								Total	258.83
01/11/2023	81531	1864	HANSON, HEATHER L	010623	6 MO DET CLOTHING MAINT	001-2040-520.30-36		7/2023	200.00
								Total	200.00
01/11/2023	81532	226	HEALTH ENHANCEMENT CENT	58460	SERVICES	001-1075-510.30-31		6/2023	47.00
				58460	SERVICES	001-1200-512.30-31		6/2023	47.00
				58460	SERVICES	001-3010-530.30-31		6/2023	69.00
				58460	SERVICES	001-3025-530.30-31		6/2023	131.00
				58460	SERVICES	001-3045-530.30-31		6/2023	222.00
				58460	SERVICES	001-4010-540.30-31		6/2023	126.00
								Total	642.00
01/11/2023	81533	3125	HOWARD UNIFORM COMPANY	246965-03	CLOTHING & APPAREL	001-2010-520.30-37		7/2023	215.05
				246965-03	CLOTHING & APPAREL	001-2020-520.30-37		7/2023	281.18
				246965-03	CLOTHING & APPAREL	001-2040-520.30-37		7/2023	98.77
								Total	595.00

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01/11/2023	81534	900	HUGHES, BRADLEY T	010623	6 MO DET CLOTHING MAINT	001-2040-520.30-36		7/2023	200.00
								Total	200.00
01/11/2023	81535	1895	KELLNER, JENNIFER M	010623	6 MO DET CLOTHING MAINT	001-2040-520.30-36		7/2023	200.00
								Total	200.00
01/11/2023	81539	278	LOWE'S	01219	HARDWARE,AND ALLIED ITEMS	001-3010-530.30-52		6/2023	12.15
				01323		001-1400-514.30-52		6/2023	29.99
				01584		001-4010-540.30-52		6/2023	23.74
				01623	HARDWARE,AND ALLIED ITEMS	001-3040-530.30-52		6/2023	316.72
				01696	HAND TOOLS ,POW&NON POWER	001-3040-530.30-52		6/2023	59.78
				01746	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		6/2023	110.05
				01781	HARDWARE,AND ALLIED ITEMS	001-3040-530.30-52		6/2023	147.98
				01801	ELECTRICAL EQUIP & SUPPLY	001-3040-530.30-52		7/2023	340.10
				01849	HARDWARE,AND ALLIED ITEMS	001-3040-530.30-52		6/2023	246.50
				01861		001-4010-540.30-50		6/2023	71.15
				01922	HARDWARE,AND ALLIED ITEMS	001-3040-530.30-56		7/2023	9.49
				01966	HAND TOOLS ,POW&NON POWER	001-3040-530.30-52		7/2023	37.93
				02015	HARDWARE,AND ALLIED ITEMS	001-3040-530.30-52		6/2023	87.47
				02178	HARDWARE,AND ALLIED ITEMS	001-3025-530.30-52		6/2023	114.19
				02262		001-3010-530.30-52	23-38	6/2023	19.94
				02274	HARDWARE,AND ALLIED ITEMS	001-3040-530.30-56		6/2023	97.10
				02438	FASTENERS, FASTENING DEVS	001-3040-530.30-52		6/2023	47.75
				02547	HARDWARE,AND ALLIED ITEMS	001-3040-530.30-56		6/2023	150.73
				02577	HARDWARE,AND ALLIED ITEMS	001-3045-530.30-52		6/2023	189.39
				02700	HARDWARE,AND ALLIED ITEMS	001-3045-530.30-52	21-31	7/2023	80.74
				02707		001-3040-530.30-52		7/2023	175.75
				02738	HARDWARE,AND ALLIED ITEMS	001-3040-530.30-52		6/2023	206.92
				02781		001-1400-514.30-35		6/2023	31.32
				02803	HAND TOOLS ,POW&NON POWER	001-3045-530.30-52	21-31	6/2023	132.99
				10567	HAND TOOLS ,POW&NON POWER	001-3040-530.30-52		6/2023	30.39
				12228	HARDWARE,AND ALLIED ITEMS	001-3040-530.30-52		6/2023	54.42
				37473	HARDWARE,AND ALLIED ITEMS	001-3040-530.30-52		6/2023	20.87
				37517		001-1400-514.30-50		6/2023	88.29
				37770	PAINTS,COATINGS,WALLPAPER	001-3040-530.30-52		6/2023	194.21
				37829	LUMBER& RELATED PRODUCTS	001-3045-530.30-52		7/2023	119.27
				37923	HARDWARE,AND ALLIED ITEMS	001-3040-530.30-52		6/2023	163.35
								Total	3,410.67
01/11/2023	81540	2533	MCI	121922		001-2010-520.30-41		7/2023	.41
								Total	.41
01/11/2023	81541	2351	OPTUM BANK	010623		001-0000-217.21-00		7/2023	1,233.22
								Total	1,233.22
01/11/2023	81542	1276	ORELLANA, MILTON	010623	6 MO DET CLOTHING MAINT	001-2040-520.30-36		7/2023	200.00
								Total	200.00
01/11/2023	81543	375	PAPER PEOPLE, THE	107867	ENVELOPES, PLAIN, PRINTED	001-1200-512.30-52		7/2023	317.74
								Total	317.74
01/11/2023	81544	825	R C HOLLOWAY CO	490215	AUTO & TRUCK MAINT. ITEMS	001-3040-530.30-56		7/2023	719.30
								Total	719.30

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01/11/2023	81545	2856	REIBLY, JUSTIN R	010623	6 MO DET CLOTHING MAINT	001-2040-520.30-36		7/2023	200.00
								Total	200.00
01/11/2023	81546	3005	RELIABLE CONCRETE SERVI	1283	CONCRETE CONSTR. SVCS	001-3040-530.30-34		7/2023	4,259.50
				1284	CONCRETE CONSTR. SVCS	001-3040-530.30-34		7/2023	2,894.00
								Total	7,153.50
01/11/2023	81547	3150	SALINAS, MICHAEL	010423	REIMB/PLANNING COMM FOOD	001-1310-513.30-49		7/2023	65.00
				010423A	REIMB/COMMISSION SUPPLIES	001-1310-513.30-51		7/2023	41.08
								Total	106.08
01/11/2023	81548	2879	SCHUSTER CONCRETE READY	559886	CONCRETE	001-3040-530.30-52		6/2023	1,501.95
								Total	1,501.95
01/11/2023	81550	2599	SOVA, NORMAN F	010623	6 MO DET CLOTHING MAINT	001-2040-520.30-36		7/2023	200.00
								Total	200.00
01/11/2023	81551	1565	STAPLES BUSINESS CREDIT	7369500459-0-1	OFFICE SUPPLIES, GENERAL	001-1070-510.30-52		6/2023	90.16
				7369500459-0-1	OFFICE SUPPLIES, GENERAL	001-1200-512.30-51		6/2023	88.57
				7369500459-0-1	FOODS: STAPLE GROCERY	001-1400-514.30-52		6/2023	48.49
				7369500459-0-1	ELECTRONIC COMPONENTS	001-2310-523.30-52		6/2023	50.93
				7369500459-1-1		001-3010-530.30-52		6/2023	59.29
				7369500459-2-1	OFFICE SUPPLIES, GENERAL	001-3010-530.30-52		6/2023	59.29
				7369872373-0-1	OFFICE SUPPLIES, GENERAL	001-1065-510.30-51		6/2023	24.00
				7369872373-0-1	OFFICE SUPPLIES, GENERAL	001-1065-510.30-52		6/2023	1.80
				7369872373-0-1	OFFICE SUPPLY, INKS, LEADS	001-1200-512.30-51		6/2023	4.43
				7370006193-0-1	MISCELLANEOUS PRODUCTS	001-1065-510.30-52		6/2023	5.97
				7370006193-0-1	OFFICE SUPPLIES, GENERAL	001-1075-510.30-52		6/2023	14.95
				7370006193-0-1	PAPER (OFFICE, PRINT SHOP)	001-1200-512.30-51		6/2023	82.98
				7370006193-0-1	PAPER (OFFICE, PRINT SHOP)	001-2210-522.30-51		6/2023	41.49
				7370006193-0-1	PAPER (OFFICE, PRINT SHOP)	001-2310-523.30-51		6/2023	102.61
				7370006193-0-1	PAPER (OFFICE, PRINT SHOP)	001-3010-530.30-51		6/2023	41.49
				7370263923-0-1	PAPER (OFFICE, PRINT SHOP)	001-2010-520.30-51		6/2023	207.45
				7370263923-0-1	PAPER (OFFICE, PRINT SHOP)	001-2010-520.30-52		6/2023	246.09
				7370263923-0-1	OFFICE SUPPLIES, GENERAL	001-2020-520.30-52		6/2023	39.84
				7370263923-0-1	OFFICE SUPPLIES, GENERAL	001-2040-520.30-52		6/2023	64.28
				7370667711-0-1	OFFICE SUPPLIES, GENERAL	001-1200-512.30-52		6/2023	9.78
				7370667711-0-1	PAPER (OFFICE, PRINT SHOP)	001-2010-520.30-52		6/2023	39.95
				7370667711-0-1	OFFICE SUPPLIES, GENERAL	001-2210-522.30-52		6/2023	71.12
				7370667711-0-1	OFFICE SUPPLIES, GENERAL	001-4010-540.30-52		6/2023	23.40
								Total	1,299.78
01/11/2023	81552	2761	STEVENSON, WALTER L	010723	BASKETBALL OFFICIAL SVCS	001-4010-540.30-34	PK0704	7/2023	210.00
								Total	210.00
01/11/2023	81553	2614	UNIFIRST CORPORATION	1430045704	PUBLIC WORKS UNIFORMS	001-3025-530.30-36		6/2023	97.58
				1430045705	PUBLIC WORKS UNIFORMS	001-3025-530.30-36		6/2023	16.24
				1430045705	PUBLIC WORKS UNIFORMS	001-3040-530.30-36		6/2023	44.51
				1430045705	PUBLIC WORKS UNIFORMS	001-3045-530.30-36		6/2023	53.56
				1430045706	PUBLIC WORKS UNIFORMS	001-3010-530.30-36		6/2023	35.10
				1430045706	PUBLIC WORKS UNIFORMS	001-3010-530.30-46		6/2023	10.00
				1430045707	PUBLIC WORKS UNIFORMS	001-3040-530.30-36		6/2023	89.28
				1430045708	PUBLIC WORKS UNIFORMS	001-3010-530.30-36		6/2023	24.98

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								Total	371.25
01/11/2023	81554	2251	VERIZON	121322		001-2010-520.30-41		7/2023	984.34
				121522		001-2010-520.30-41		7/2023	45.80
				121522A		001-2010-520.30-41		7/2023	97.02
								Total	1,127.16
01/11/2023	81555	714	VERIZON WIRELESS	9923640930		001-2010-520.30-41		7/2023	3,319.33
								Total	3,319.33
01/11/2023	81557	1810	VULCAN CONSTRUCTION MAT	42213018	CR-6 STONE	001-3040-530.30-52		7/2023	264.38
								Total	264.38
01/11/2023	81558	2371	WESTERFIELD, CHRISTOPHE	010623	6 MO DET CLOTHING MAINT	001-2040-520.30-36		7/2023	200.00
								Total	200.00
01/11/2023	81559	1220	XEROX CORPORATION	017818299		001-1310-513.30-46		7/2023	42.54
								Total	42.54
01/18/2023	81560	2292	A-1 SANITATION SERVICE	404210		001-2020-520.30-44		7/2023	115.00
								Total	115.00
01/18/2023	81561	2877	AMERICAN PUBLIC SAFETY	SI-108198	POLICE SAFETY CLOTHING	001-2020-520.30-37		7/2023	404.60
				SI-108228	POLICE SAFETY CLOTHING	001-2030-520.30-37		7/2023	202.00
								Total	606.60
01/18/2023	81563	3113	ARMIGER'S AUTO CENTER	836	LAWN MAINTENANCE EQUIP	001-3040-530.30-56		7/2023	300.00
								Total	300.00
01/18/2023	81564	266	AUTO PLUS AUTO PARTS	563103541	HARDWARE,AND ALLIED ITEMS	001-3010-530.30-35		6/2023	34.49
				563104137		001-2210-522.30-56		6/2023	8.63
				563104761		001-2020-520.30-56		7/2023	63.01
								Total	106.13
01/18/2023	81565	1972	AUTOZONE INC	1835647617		001-2040-520.30-56		7/2023	64.99
				1835647678		001-2040-520.30-56		7/2023	41.08
				1835651599		001-2040-520.30-56		7/2023	14.09
								Total	120.16
01/18/2023	81567	2383	BROWN, FRANKLIN O	011423	BASKETBALL OFFICIAL SVCS	001-4010-540.30-34	PK0704	7/2023	210.00
				011623	BASKETBALL OFFICIAL SVCS	001-4010-540.30-34	PK0704	7/2023	70.00
								Total	280.00
01/18/2023	81568	6	CARTER MACHINERY COMPAN	4179017	ROAD/HWY EQUIP EARTH,GRD	001-3040-530.30-56		7/2023	1,076.25
								Total	1,076.25
01/18/2023	81570	1059	CHOPTANK ELECTRIC COOPE	010423	ST LIGHTS/EASTON CLUB E	001-3040-530.30-43		7/2023	1,031.00
								Total	1,031.00
01/18/2023	81571	2735	CHOPTANK SUPPLY INC	04570666	GALV STREET ELBOW	001-3040-530.30-52		7/2023	29.98
				04570932	GALV STREET ELBOW	001-3040-530.30-52		7/2023	29.98
				04571047	DIAGNOSIS FEE	001-3040-530.30-52		7/2023	25.00
				485460	HARDWARE,AND ALLIED ITEMS	001-3040-530.30-52		6/2023	24.99

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Total									109.95
01/18/2023	81572	2760	COOK, DORSEY D	011423	BASKETBALL OFFICIAL SVCS	001-4010-540.30-34	PK0704	7/2023	210.00
				011623	BASKETBALL OFFICIAL SVCS	001-4010-540.30-34	PK0704	7/2023	105.00
Total									315.00
01/18/2023	81573	2874	CUSTIS JR, WILLIAM L	011423	BASKETBALL OFFICIAL SVCS	001-4010-540.30-34	PK0704	7/2023	210.00
				011623	BASKETBALL OFFICIAL SVCS	001-4010-540.30-34	PK0704	7/2023	105.00
Total									315.00
01/18/2023	81574	1224	DEAN'S JANITORIAL SERVI	21694	MONTHLY SVCS	001-3010-530.30-34		7/2023	480.00
				21713	MONTHLY SVCS	001-1400-514.30-34		7/2023	1,090.00
				21713	MONTHLY SVCS	001-6000-560.30-34	ED2301	7/2023	260.00
Total									1,830.00
01/18/2023	81578	2680	EASTERN SHORE AUTO PART	485441	AUTO & TRUCK MAINT. ITEMS	001-3040-530.30-56		6/2023	41.00
				485480	AUTO & TRUCK MAINT. ITEMS	001-3025-530.30-56		6/2023	4.46
				485538	ROAD/HGWY HEAVY EQUIPMENT	001-3025-530.30-56		6/2023	8.76
				485548		001-1400-514.30-56		6/2023	17.55
				485548		001-2040-520.30-56		6/2023	17.54
				485616	AUTO & TRUCK MAINT. ITEMS	001-3025-530.30-56		6/2023	16.50
				486019	AUTO & TRUCK MAINT. ITEMS	001-3040-530.30-56		6/2023	26.88
				486031	FUEL,OIL,GREASE, & LUBES	001-3040-530.30-56		6/2023	26.04
				486032	JANITORIAL SUPPLIES	001-3040-530.30-56		6/2023	55.20
				486075	AUTO & TRUCK MAINT. ITEMS	001-3025-530.30-56		6/2023	38.43
				486105	FUEL,OIL,GREASE, & LUBES	001-3025-530.30-56		6/2023	101.52
				486130		001-2210-522.30-56		6/2023	18.04
				486130		001-3025-530.30-56		6/2023	36.08
				486231	AUTO & TRUCK MAINT. ITEMS	001-3025-530.30-56		6/2023	8.23
				486320		001-2020-520.30-56		6/2023	86.25
				486343	AUTO & TRUCK MAINT. ITEMS	001-3040-530.30-56		6/2023	30.22
				486351		001-4010-540.30-56		6/2023	8.74
				486361		001-2210-522.30-56		7/2023	18.04
				486455	AUTO & TRUCK MAINT. ITEMS	001-3040-530.30-56		7/2023	30.71
				486516	AUTO & TRUCK MAINT. ITEMS	001-3040-530.30-56		7/2023	26.86
				486564	AUTO & TRUCK MAINT. ITEMS	001-3040-530.30-56		7/2023	56.92
				486577	AUTO & TRUCK MAINT. ITEMS	001-3040-530.30-56		7/2023	8.90
				486616	AUTO & TRUCK MAINT. ITEMS	001-3040-530.30-56		7/2023	120.48
				486731	AUTO & TRUCK MAINT. ITEMS	001-3025-530.30-56		7/2023	7.10
				486736	AUTO & TRUCK MAINT. ITEMS	001-3025-530.30-56		7/2023	3.78
				486738		001-3025-530.30-56		7/2023	163.87-
				486752		001-2040-520.30-56		7/2023	133.32
				486762		001-2020-520.30-56		7/2023	40.68-
				486793		001-3025-530.30-56		7/2023	106.49
				486830	AUTO & TRUCK MAINT. ITEMS	001-3025-530.30-56		7/2023	18.27
				486858	AUTO & TRUCK MAINT. ITEMS	001-3025-530.30-56		7/2023	7.96
				486875		001-3025-530.30-56		7/2023	106.49-
				486898	HARDWARE,AND ALLIED ITEMS	001-3025-530.30-56		7/2023	540.93
				486945	AUTO & TRUCK MAINT. ITEMS	001-3025-530.30-56		7/2023	47.38
				486947	AUTO & TRUCK MAINT. ITEMS	001-3025-530.30-56		7/2023	138.83
				487135		001-2040-520.30-56		7/2023	117.22
Total									1,613.59

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01/18/2023	81579	162	EASTON HARDWARE INC	170444		001-2110-521.30-52		7/2023	55.96
				171958	HARDWARE,AND ALLIED ITEMS	001-3040-530.30-52		7/2023	94.50
				172334		001-1400-514.30-52	20-04	7/2023	9.00
				173658		001-1400-514.30-52	20-04	7/2023	14.99
				173742		001-1400-514.30-52	20-04	7/2023	32.40
				174584		001-1400-514.30-52	20-04	7/2023	14.18
				174608	HARDWARE,AND ALLIED ITEMS	001-3045-530.30-52	21-31	7/2023	6.08
				174781		001-1400-514.30-52	20-04	7/2023	4.99
								Total	232.10
01/18/2023	81580	170	EASTON UTILITIES	122822		001-1400-514.30-43		6/2023	162.82
								Total	162.82
01/18/2023	81581	2952	ELECTRICAL AUTOMATION S TOE	002-01	CONTRACT HVAC	001-2010-520.30-46		7/2023	1,000.00
								Total	1,000.00
01/18/2023	81583	2848	ENTERPRISE FM TRUST	FBN4638026	PUB WKS LEASED VEHICLES	001-3010-530.30-44		7/2023	10,230.55
								Total	10,230.55
01/18/2023	81584	1957	FBINAA INC	70641	MEMBER DUE/GEORGE PAUGH	001-2020-520.30-54		7/2023	120.00
								Total	120.00
01/18/2023	81585	1982	FRED FREDERICK CHRYSLER	84017	RADIATOR	001-2020-520.30-56		6/2023	600.00
								Total	600.00
01/18/2023	81586	226	HEALTH ENHANCEMENT CENT	58459	SVCS/EASTON POLICE	001-2010-520.30-31		7/2023	94.00
								Total	94.00
01/18/2023	81587	2063	HERTRICH FORD OF EASTON	5048702	AUTO BODIES & ACCESSORIES	001-3040-530.30-56		7/2023	1,039.20
				5048727	AUTO & TRUCK ACCESSORIES	001-3040-530.30-56		7/2023	104.00
				5048798		001-2020-520.30-56		6/2023	123.06
				5048799		001-2020-520.30-56		6/2023	116.20
				5048843	AUTO & TRUCK MAINT. ITEMS	001-3025-530.30-56		7/2023	123.06
				5048917	AUTO & TRUCK MAINT. ITEMS	001-3025-530.30-56		7/2023	123.06
								Total	1,628.58
01/18/2023	81588	2063	HERTRICH FORD OF EASTON	6096280		001-2020-520.30-56		7/2023	65.72
								Total	65.72
01/18/2023	81589	2916	KOMATSU AMERICA CORP	P16208	AUTO & TRUCK ACCESSORIES	001-3040-530.30-56		7/2023	58.07
				P75485		001-3040-530.30-56		7/2023	272.12
								Total	330.19
01/18/2023	81590	2561	KONICA MINOLTA BUSINESS	9009052067	COPIER MAINT	001-1065-510.30-46		7/2023	1.16
				9009052067	COPIER MAINT	001-1310-513.30-46		7/2023	58.78
								Total	59.94
01/18/2023	81591	278	LOWE'S	10646		001-2040-520.30-52		7/2023	149.89
				12248		001-2040-520.30-56		7/2023	77.53
				17041		001-2020-520.30-56		7/2023	4.39-
				17041		001-2040-520.30-56		7/2023	8.49-
								Total	214.54

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
								Total	900.00
01/25/2023	81610	9999999	BLUELINE K9 TRAINING LL	BLUELILNE K9	TRAINING	001-2020-520.30-33		7/2023	1,260.00
								Total	1,260.00
01/25/2023	81611	2383	BROWN, FRANKLIN O	012123	BASKETBALL OFFICIAL SVCS	001-4010-540.30-34	PK0704	7/2023	122.50
								Total	122.50
01/25/2023	81612	9999999	COMPASS GROUP USA INC	000202513	TAX REFUNDS	001-0000-201.00-00		7/2023	85.67
								Total	85.67
01/25/2023	81613	9999999	DELTA HOTELS BALTIMORE	DELTA HOTELS	HOTEL STAY/TRAINING	001-2020-520.30-33		7/2023	866.26
								Total	866.26
01/25/2023	81614	994	DICARLO PRECISION INSTR	510085-IN	SHIPPING AND HANDLING	001-2310-523.30-52		7/2023	121.50
								Total	121.50
01/25/2023	81615	191	DPSCS- - ITCD	AB2-12-324	SERVICES	001-2010-520.30-46		7/2023	7.00
				AB2-12-324	SERVICES	001-2020-520.30-46		7/2023	35.00
								Total	42.00
01/25/2023	81616	162	EASTON HARDWARE INC	174952	GLUE	001-2020-520.30-52		7/2023	9.72
								Total	9.72
01/25/2023	81617	170	EASTON UTILITIES	011023		001-2310-523.30-43		7/2023	91.89
				011023		001-4010-540.30-43		7/2023	737.65
								Total	829.54
01/25/2023	81618	1475	ENNIS-FLINT INC	439168	PAINTS, COATINGS, WALLPAPER	001-3040-530.30-52		7/2023	2,700.00
								Total	2,700.00
01/25/2023	81619	3121	GRIFFITH ENERGY SVCS IN	60907	FUEL	001-2110-521.30-55		7/2023	2,845.81
				60925	FUEL	001-2110-521.30-55		7/2023	405.70
								Total	3,251.51
01/25/2023	81620	3154	INTERNATIONAL FACILITY	D-00781771	MEMBER DUES/T NEWCOMB	001-1400-514.30-54		7/2023	336.00
								Total	336.00
01/25/2023	81621	2679	JAMES, TEDDY	012123	BASKETBALL OFFICIAL SVCS	001-4010-540.30-34	PK0704	7/2023	245.00
								Total	245.00
01/25/2023	81623	258	JONES PEST CONTROL	122622	PEST SVCS/FIRE HOUSE	001-2110-521.30-46		7/2023	475.00
				122622A	PEST SVCS/FIRE SUBSTATION	001-2110-521.30-46		7/2023	135.00
								Total	610.00
01/25/2023	81624	9999999	KEY ONE INC	000111133	TAX REFUNDS	001-0000-201.00-00		7/2023	308.10
								Total	308.10
01/25/2023	81625	265	KORMAN SIGNS INC	370603		001-3040-530.30-52		7/2023	147.97
								Total	147.97
01/25/2023	81627	2889	LEDNUM, TRACY PETTY CAS	011923	TOE PETTY CASH	001-1060-510.10-26		7/2023	25.00
				011923	TOE PETTY CASH	001-1060-510.30-39		7/2023	65.40

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/25/2023	81627	2889	LEDNUM, TRACY PETTY CAS	011923	TOE PETTY CASH	001-1070-510.30-52		7/2023	46.74
				011923	TOE PETTY CASH	001-1310-513.30-49		7/2023	475.00
				011923	TOE PETTY CASH	001-1400-514.30-33		7/2023	46.50
				011923	TOE PETTY CASH	001-1400-514.30-52		7/2023	3.00
				011923	TOE PETTY CASH	001-2210-522.30-51		7/2023	33.89
				011923	TOE PETTY CASH	001-4020-540.30-49		7/2023	87.00
				011923	TOE PETTY CASH	001-6000-560.30-52	ED2301	7/2023	65.42
								Total	847.95
01/25/2023	81628	3144	MILLROAD GRAPHICS COMPA	1544	SVCS/PUBLIC WORKS DEPT	001-3040-530.30-56		7/2023	400.00
								Total	400.00
01/25/2023	81629	372	P & M HYDRAULICS INC	37718	AUTO & TRUCK MAINT. ITEMS	001-3040-530.30-56		7/2023	304.94
								Total	304.94
01/25/2023	81631	2610	STURGIS, BEATRICE	012123	BASKETBALL OFFICIAL SVCS	001-4010-540.30-34	PK0704	7/2023	262.50
								Total	262.50
01/25/2023	81632	2524	TALBOT CLEANERS	012023	ADDING PATCHES/UNIFORM	001-2020-520.30-37		7/2023	42.00
								Total	42.00
01/25/2023	81633	1538	TALBOT COUNTY BOARD OF	012023	PROCESSING FEE	001-1150-511.30-49		7/2023	60.00
								Total	60.00
01/25/2023	81635	726	TRANS UNION LLC	12206116	SERVICES	001-2010-520.30-31		7/2023	105.00
								Total	105.00
01/25/2023	81636	9999999	TUCKAHOE HARDWOODS LLC	000201343	TAX REFUNDS	001-0000-201.00-00		7/2023	510.77
								Total	510.77
01/25/2023	81637	2614	UNIFIRST CORPORATION	1430046752		001-3025-530.30-36		7/2023	97.58
				1430046753		001-3025-530.30-36		7/2023	16.24
				1430046753		001-3040-530.30-36		7/2023	44.51
				1430046753		001-3045-530.30-36		7/2023	53.56
				1430046754		001-3010-530.30-36		7/2023	35.10
				1430046754		001-3010-530.30-46		7/2023	10.00
				1430046755		001-3040-530.30-36		7/2023	89.28
				1430046756		001-3010-530.30-36		7/2023	24.98
				1430047956		001-3025-530.30-36		7/2023	96.83
				1430047957		001-3025-530.30-36		7/2023	15.99
				1430047957		001-3040-530.30-36		7/2023	44.26
				1430047957		001-3045-530.30-36		7/2023	53.31
				1430047958		001-3010-530.30-36		7/2023	34.35
				1430047958		001-3010-530.30-46		7/2023	10.00
				1430047959		001-3040-530.30-36		7/2023	88.53
				1430047960		001-3010-530.30-36		7/2023	24.23
								Total	738.75
01/25/2023	81638	2423	VERIZON BUSINESS	07527248		001-2010-520.30-41		7/2023	41.67
								Total	41.67
01/25/2023	81639	2536	VFIS	177513127	FIRE DEPT VEHICLE INS	001-2110-521.30-38		7/2023	9,144.00
								Total	9,144.00

TOWN OF EASTON
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/25/2023	81640	528	WILLEY, ROBERT C	012023	REIMB/MEETING & MISC	001-1060-510.30-40		7/2023	221.71
				012023A	REIMB/MEETING & MISC	001-1060-510.30-49		7/2023	964.59
								Total	1,186.30
						187 Checks	** Fund Total		759,423.91

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/04/2023	81486	2466	BARROW & SONS LLC	2293	RENOVATION/246 GLENWOOD	120-5000-550.30-34	TC0601	6/2023	4,339.00
								Total	4,339.00
01/11/2023	81530	3121	GRIFFITH ENERGY SVCS IN 01		INSTALL HEAT PUMP	120-5000-550.30-34	TC0601	7/2023	6,265.50
								Total	6,265.50
01/18/2023	81602	3153	TOWN OF EASTON COMMUNIT 011123		TRANSFER/ACTIVE STATUS	120-0000-101.17-00		7/2023	1,000.00
								Total	1,000.00
						3 Checks	** Fund Total		11,604.50

Prepared: 01/25/2023, 14:27:41										
Program: GM179L										
Bank: 00 SHORE UNITED BANK										
TOWN OF EASTON										
CHECK REGISTER BY FUND										
CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT	
01/04/2023	1527	2962	COASTAL RESOURCES INC	2-5	SVCS/WINDMILL STREAM	390-2310-523.60-63	ARP014	6/2023	3,378.99	
								Total	3,378.99	
01/11/2023	1539	179	EWING INC, PAUL T	490549		390-4010-540.60-63	19-76	5/2023	2,529.76	
								Total	2,529.76	
01/11/2023	1540	2794	GILLESPIE PRECAST LLC	105509	CURB INLET	390-3045-530.60-63	21-31	7/2023	3,817.42	
								Total	3,817.42	
01/11/2023	1551	940	WARREN'S WOOD WORKS INC	640423	WINDOW/DOOR TRIM	390-1400-514.60-62	20-04	6/2023	232.50	
								Total	232.50	
01/25/2023	1579	1975	WITMER PUBLIC SAFETY GR	INV170912	POLICE EQUIPMENT & SUPPLY	390-2010-520.60-64	23-19	7/2023	27,527.50	
								Total	27,527.50	
01/04/2023	81484	3148	ATLANTIC SYSTEM INTEGRA	2271	GATE OPERATOR	390-4010-540.60-63	19-76	6/2023	7,546.00	
								Total	7,546.00	
01/04/2023	81488	1522	CHANEY ENTERPRISES	122120457	CONCRETE/RAILS TO TRAILS	390-4010-540.60-63	19-76	6/2023	5,775.24	
								Total	5,775.24	
01/04/2023	81508	2780	RUMMEL KLEPPER & KAHL L	22081.000-06	SVCS/STATION LN/EAST AV	390-2310-523.60-63	ARP013	6/2023	4,200.11	
				22082.000-06	SVCS/MIDTOWN DESIGN	390-2310-523.60-63	ARP012	6/2023	8,824.55	
				22083.000-06	SVCS/HARRISON ST	390-2310-523.60-63	ARP011	6/2023	17,683.39	
								Total	30,708.05	
01/11/2023	81527	146	E D SUPPLY CO INC	6675-1183023		390-3045-530.60-63	21-31	6/2023	270.07	
				6675-1200118		390-1400-514.60-62	20-04	6/2023	150.65	
								Total	420.72	
01/11/2023	81539	278	LOWE'S	01059		390-3010-530.60-64	23-38	6/2023	6.73-	
				01077		390-3010-530.60-64	23-38	6/2023	66.11	
				01498		390-1400-514.60-62	20-04	6/2023	88.33-	
				01549		390-3010-530.60-64	23-38	6/2023	44.65	
				01764		390-1400-514.60-62	20-04	6/2023	20.55	
				01861		390-1400-514.60-62	20-04	6/2023	135.62	
				01937		390-3010-530.60-64	23-38	6/2023	328.48	
				01978		390-3010-530.60-64	23-38	6/2023	84.55-	
				02060		390-3010-530.60-64	23-38	6/2023	206.72	
				02423		390-1400-514.60-62	20-04	6/2023	19.94	
				02557		390-3045-530.60-63	21-31	6/2023	132.99	
				02781		390-1400-514.60-62	20-04	6/2023	327.65	
				02996		390-1400-514.60-62	20-04	6/2023	55.00	
				37010		390-3010-530.60-64	23-38	6/2023	4.73-	
				37515		390-1400-514.60-62	20-04	6/2023	264.99	
				37551		390-1400-514.60-62	20-04	6/2023	176.66-	
				61545		390-1400-514.60-62	20-04	6/2023	433.10	
				61646		390-3010-530.60-64	23-38	6/2023	538.50	
								Total	2,213.30	
01/11/2023	81549	448	SHERWIN-WILLIAMS CO, TH	0023-6		390-1400-514.60-62	20-04	6/2023	138.53	
				0147-3		390-1400-514.60-62	20-04	6/2023	202.95	
								Total	341.48	

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/11/2023	81556	1064	VERMEER ALL ROADS	E07654	ROAD/HWY EQUIP EARTH,GRD	390-3040-530.60-64	23-41	7/2023 Total	75,179.96 75,179.96
01/11/2023	81557	1810	VULCAN CONSTRUCTION MAT	42213019 42215272	CR-6, # 57, #3 STONES AASHTO #3 STONE	390-3045-530.60-63 390-3045-530.60-63	21-31 21-31	7/2023 7/2023 Total	3,368.95 867.03 4,235.98
01/18/2023	81562	2503	APPLE INC	AK35557419	COMPUTERS,DP & WORD PROC.	390-1070-510.60-64	23-06	7/2023 Total	3,878.00 3,878.00
01/18/2023	81566	2910	B & D SAND & GRAVEL LLC	122122	BANK SAND	390-3045-530.60-63	21-31	6/2023 Total	1,862.00 1,862.00
01/18/2023	81569	1522	CHANEY ENTERPRISES	122121418	CONCRETE/ELLIOT RD SIDEWK	390-3045-530.60-63	21-31	7/2023 Total	15,268.56 15,268.56
01/18/2023	81575	2388	DOLL'S HANDYMAN SERVICE	011023	VAULT/TRIM WINDOWS & DOOR	390-1400-514.60-62	20-04	7/2023 Total	2,044.76 2,044.76
01/18/2023	81582	1475	ENNIS-FLINT INC	271822	TRAFFIC MARKING TAPE	390-4010-540.60-63	19-76	7/2023 Total	627.90 627.90
01/18/2023	81598	3005	RELIABLE CONCRETE SERVI	1287 1288 1292 1293 1294 1295	CONCRETE SVCS/ELLIOT RD CONCRETE SVCS/ELLIOT RD CONCRETE SVCS/ELLIOT RD CONCRETE SVCS/ELLIOT RD CONCRETE SVCS/ELLIOT RD CONCRETE SVCS/ELLIOT RD	390-3045-530.60-63 390-3045-530.60-63 390-3045-530.60-63 390-3045-530.60-63 390-3045-530.60-63 390-3045-530.60-63	21-31 21-31 21-31 21-31 21-31 21-31	7/2023 7/2023 7/2023 7/2023 7/2023 7/2023 Total	3,769.75 3,510.00 4,250.00 4,122.50 4,560.00 3,087.50 23,299.75
01/25/2023	81626	3156	KURSCH, MICHAEL	3452	CARPET INSTALLATION	390-1400-514.60-62	20-04	7/2023 Total	950.00 950.00
01/25/2023	81630	2627	STAG ARMS LLC	EASTONPD-MD2022 198005	POLICE EQUIPMENT & SUPPLY POLICE EQUIPMENT & SUPPLY	390-2010-520.60-64 390-2010-520.60-64	23-19 23-19	7/2023 7/2023 Total	17,677.80 2,615.97 20,293.77
01/25/2023	81634	1093	TRAFFIC SYSTEMS & TECHN	39461	TRAFFIC SIGNAL EQUIP	390-2110-521.60-64	19-38	7/2023 Total	29,362.00 29,362.00
						22 Checks	** Fund Total		261,493.64

TOWN OF EASTON
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CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/18/2023	1568	1029	SHORE JANITORIAL	SERVIC 0344	DEC MONTHLY SVCS	601-6000-560.30-46	EDMY01	7/2023	2,700.00
								Total	2,700.00
01/11/2023	81528	170	EASTON UTILITIES	122222		601-6000-560.30-43	EDMY01	6/2023	1,958.31
								Total	1,958.31
01/25/2023	81622	18	JOHNSON CONTROLS	SECURI 38325511	FIRE MONITORING SVCS	601-6000-560.30-46	EDMY01	7/2023	195.81
								Total	195.81
						3 Checks	**	Fund Total	4,854.12
						215 Checks	***	Bank Total	1,037,376.17
						215 Checks	****	Grand Total	1,037,376.17

BANK	NAME	FUND	AMOUNT
00	SHORE UNITED BANK	001 GENERAL FUND	759,423.91
		120 CDBG	11,604.50
		390 CAPITAL EQUIPMENT FUND	261,493.64
		601 LAND ENTERPRISE	4,854.12
		Total	1,037,376.17 *
		Grand Total	1,037,376.17 *