



**Town Council
Regular Meeting
July 29, 2025, 6:00 PM**

Agenda

1. Call to Order

1.1. Call to Order

Attendees, please use meeting courtesy. Virtual attendees are asked to mute microphones when joining the meeting. Participants may be muted by the Town Clerk and meetings will be recorded.

In accordance with the Open Meetings Act, the public has the right to view/listen to the discussion only. At their discretion, the Town Council may allow participants to voice questions or provide comments on the topics under discussion. Written comments may be submitted via email to Legislative@townoflaplata.org. Individuals wishing to address the Town Council may sign up in advance on the Town's website (Public Communications) or on the meeting sign-up sheet.

Join on your computer, mobile app, or room device.

[Join the meeting now](#)

Meeting ID: 240 806 147 692

Passcode: 2T5Bm6FQ

1.2. Roll Call

1.3. Pledge of Allegiance

1.4. Approval of the Meeting Agenda

2. Disclosure of Closed Session

2.1. Disclosure of Closed Session on July 1, 2025

3. Consent Agenda

3.1. Approval of Resolution 25-11 Open Meetings Act Training Designation

3.2. Approval of Resolution 25-13 Pavement Overlay and Repair Services Contract Renewal

3.3. Finance Committee Appointment

4. Petitions, Communications, and Appearances

4.1. Proclamation: Farmers Market Week (08/03-08/09)

5. Matters of Information

- 5.1. Wastewater Treatment Plant Update
- 5.2. CEO Stipend
- 5.3. Town Council Rules of Procedure
6. Public Comment
7. Matters of Council Discussion
 - 7.1. US Department of Agriculture (USDA) Loan for Sewer System Project One
 - 7.2. Professional Services Agreement for Legal Services
8. Legislation
 - 8.1. Ordinance 25-07 Authorization of General Obligation Bonds Evidencing USDA Loans for Sewer System Project One (1st Reading; For Introduction)

AN ORDINANCE concerning

Authorization of General Obligation Bonds Evidencing USDA Loans for Sewer System Project One

FOR the purpose of authorizing and empowering Town of La Plata (the “Town”) to issue and sell to the United States of America, acting through the United States Department of Agriculture (“USDA”), upon the Town’s full faith and credit, two separate general obligation installment bonds, one in original principal amount not to exceed Four Million Eight Hundred Forty-Two Thousand Dollars (\$4,842,000) and the other in original principal amount not to exceed Two Million Seven Hundred Twenty Thousand Dollars (\$2,720,000), pursuant to the authority described herein, for the public purpose of financing, reimbursing and/or refinancing all or a portion of the costs of activities relating to a sewer system improvement project generally referred to as “Project One” and related costs, as further described herein; providing that each bond shall be sold at private sale without advertising or publication of notice of sale or solicitation of competitive bids in a direct purchase transaction to the United States of America; determining or providing for certain details of the bonds; providing that the Council of the Town (the “Council”) by resolution shall determine or provide for other details of the bonds; acknowledging and confirming the provisions of certain resolutions to be adopted by the Council as required by USDA; covenanting to comply with a certain letter of conditions issued by USDA, as amended, unless any provision thereof is waived or modified; providing that any such bond will be payable in the first instance from sewage treatment plant and sanitary sewerage system revenues, including (without limitation) revenues for use of or connection to such plant and system, to the extent lawfully available for such purpose; providing for the imposition and collection of ad valorem taxes sufficient for the payment of debt service on the bonds; providing that the full faith and credit and unlimited taxing power of the Town are pledged to the payment of debt service on the bonds; providing that debt service on the bonds may be payable from other sources legally available for that purpose; authorizing certain officials to take certain actions in connection with the bonds; authorizing modifications of the bonds and related documentation to be provided for by resolution; overriding any inconsistent provision of the Town’s debt policy; providing that the provisions of this Ordinance shall be liberally construed; and generally relating to the issuance, sale, delivery and payment of and for the bonds.

- 8.2. Resolution 25-12 Professional Services Agreement - Legal Services (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Professional Services Agreement – Legal Services

FOR the purpose of authorizing the Town Manager to enter into a Limited Scope Legal Services Agreement for the provision of legal services to the Town of La Plata during the transition period for the Town Attorney position; and all matters generally relating thereto.

9. New Business

9.1. Town Manager Report

9.2. Reports from the Mayor and Town Council

10. Adjourn

10.1. Adjournment

**PRESIDING OFFICER'S WRITTEN STATEMENT FOR CLOSING A MEETING ("CLOSING STATEMENT") UNDER THE
OPEN MEETINGS ACT (General Provisions Article § 3-305)**
This Certification Must Be Completed Before a Closed Session May Be Held

Date: 07/01/2025 Time: 06:04PM Location: La Plata Town Hall at this meeting, a motion was made by Councilman Johnson and seconded by Councilman Guttenberg to conduct a closed session of the Council of the Town of La Plata.

Recorded vote to close the meeting:

<u>Members</u>	<u>IN FAVOR</u>	<u>OPPOSED</u>	<u>ABSTAINING</u>	<u>ABSENT</u>
Mayor Jeannine E. James	☒	☐	☐	☐
Councilman Paul Guttenberg	☒	☐	☐	☐
Councilman Patrick McCormick	☒	☐	☐	☐
Councilman Gregory Sampson Jr.	☒	☐	☐	☐
Councilman Tyjon Johnson	☒	☐	☐	☐

(Note: If any member of the public objects to conducting the closed session, a copy of this certification must be sent to the Maryland Open Meetings Law Compliance Board.)

STATUTORY AUTHORITY TO CLOSE SESSION, State Government Article §3-305(b) (check all that apply):

- ☐ (1) To discuss:
- ☐ (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of an appointee, employee, or official over whom it has jurisdiction; or
 - ☐ (ii) any other personnel matter that affects one or more specific individuals;
- ☐ (2) protect the privacy or reputation of an individual with respect to a matter that is not related to public business;
- ☐ (3) consider the acquisition of real property for a public purpose and matters directly related to the acquisition;
- ☐ (4) consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- ☐ (5) consider the investment of public funds;
- ☐ (6) consider the marketing of public securities;
- ☒ (7) consult with counsel to obtain legal advice;
- ☐ (8) consult with staff, consultants, or other individuals about pending or potential litigation;
- ☐ (9) conduct collective bargaining negotiations or consider matters that relate to the negotiations;
- ☐ (10) discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including:
- ☐ (i) the deployment of fire and police services and staff; and
 - ☐ (ii) the development and implementation of emergency plans;
- ☐ (11) prepare, administer, or grade a scholastic, licensing, or qualifying examination;
- ☐ (12) conduct or discuss an investigative proceeding on actual or possible criminal conduct;
- ☐ (13) comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter;
- ☐ (14) discuss, before a contract is awarded or bids are opened, a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process; or
- ☐ (15) discuss cybersecurity, if the public body determines that public discussion would constitute a risk to:
- ☐ (i) security assessments or deployments relating to information resources technology;
 - ☐ (ii) network security information, including information that is:
 - ☐ 1. related to passwords, personal identification numbers, access codes, encryption, or other components of the security system of a governmental entity;
 - ☐ 2. collected, assembled, or maintained by or for a governmental entity to prevent, detect, or investigate criminal activity; or
 - ☐ 3. related to an assessment, made by or for a governmental entity or maintained by a governmental entity, of the vulnerability of a network to criminal activity; or
 - ☐ (iii) deployments or implementation of security personnel, critical infrastructure, or security devices.

**PRESIDING OFFICER'S WRITTEN STATEMENT FOR CLOSING A MEETING ("CLOSING STATEMENT") UNDER THE
OPEN MEETINGS ACT (General Provisions Article § 3-305)**
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For each citation checked the reasons for closing and topics to be discussed:

- (7) Legal implications and risks associated with ongoing personnel and administrative matters

Reason for Closure:

Discussion involves privileged attorney-client communications regarding legal risks and strategy not appropriate for public disclosure

Persons attending closed session:

<u>Jeannine James, Mayor</u>	<u>Councilman Tyjon Johnson</u>	<u></u>
<u>Councilman Paul Guttenberg</u>	<u>Chuck Stevens, Town Manager</u>	<u></u>
<u>Councilman Patrick McCormick</u>	<u>Michelle Miner, Assistant Town Manager</u>	<u></u>
<u>Councilman Gregory Sampson Jr.</u>	<u>Jay Gullo, Town Attorney</u>	<u></u>

Action(s) Taken:

(1) **Legal Consultation:** The Town Attorney provided legal updates and consultation on matters within attorney-client privilege.

(2) **Water and Sewer Infrastructure:** Discussion of ongoing negotiations with governmental entities regarding water and sewer matters. Council directed the Town Manager to request the removal of the Town's July 22, 2025, presentation from the Charles County Commissioners' agenda.

(3) **Infrastructure Planning:** Council directed the Town Manager to prepare a comprehensive report on current water availability and projected community water requirements.

(4) **Personnel Matter:** Council authorized the Town Manager to engage a third-party consultant for review of a personnel matter, with expenditure not to exceed procurement policy limits (\$20,000) and to keep an accounting of all expenditures related to this issue. The Town Manager was directed to provide appropriate written notifications to relevant parties.

Time closed session adjourned: **10:19PM**

This statement is made by Mayor Jeannine E. James, Presiding Officer:





Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Kelly Phipps
DEPARTMENT: Legislative
TYPE: Town Council Resolution
SUBJECT: Open Meetings Act Training Designation

BACKGROUND:

§ 3-213 of the Open Meetings Act requires that each public entity subject to the Open Meetings Act must designate at least one employee, officer, or member to receive training on the requirements of the Act. When a sole designee retires, resigns, or otherwise loses his or her position with the public body, the public body must designate a new trainee. As of October 1, 2017, a public body may not meet in a closed session that is subject to the Act unless the public body has designated a member to take the training. A designated member must attend the open meeting at which the public body votes to hold the closed session, or, otherwise, the public body must complete the Compliance Checklist and attach it to the open-session minutes. The designee must take the training within 90 days of the designation. Training taken after October 1, 2013, satisfies the requirement. The training must be taken in one of three ways:

- Online class offered by the Office of the Attorney General;
- Class on the requirements of the Open Meetings law offered by the Maryland Association of Counties or the Maryland Municipal League through the Academy for Excellence in Local Governance
- Class on the requirements of the Open Meetings Law offered by the Maryland Association of Boards of Education through the Boardsmanship Academy Program

FISCAL IMPACT:

(Requestor) Legal fees charged by the Town Attorney may apply. The penalty for non-compliance is public acknowledgement of the violation, following procedures established by the Open Meetings Compliance Board. A public body may also be sued for non-compliance in the circuit court where the public body is located, resulting in unbudgeted legal fees and/or other penalties defined by court rules.

(Treasurer)



STRATEGIC PLAN ALIGNMENT:

Demonstrates Town's commitment to Core Value of Accountability and to Town Goal of Good Governance, ensuring fair and transparent decision-making processes by following established procedures.

SUSTAINABILITY CONSIDERATIONS:

N/A

ADA CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

- Staff recommends that the Town Council appoint by resolution:
- The Town Manager as the designated employee
- Tyjon C. Johnson as the designated Town Council member, by request of the Mayor
- The appointed Council member serving on each of the Town's Boards and Commissions
- Where no Council member serves on a Board or Commission, the Chair of each of those bodies shall be designated as the individuals to take the Open Meetings Act training in accordance with the Act

The term of each designee shall be indefinite, ending upon departure from their respective office or appointment.

ATTACHMENTS:

Open Meetings Act Frequently Asked Questions (OMA FAQs)

Open Meetings FAQs – A Quick Guide to Maryland’s Open Meetings Act

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1. What’s the Open Meetings Act?

The Open Meetings Act is a Maryland statute. It states the goal that “public business be conducted openly and publicly” and sets as the policy of the State that, except in certain “special and appropriate circumstances,” the public “be provided with adequate notice of the time and location of meetings of public bodies, which shall be held in places reasonably accessible to individuals who would like to attend these meetings.”

The Act does not set the rules for when public bodies must meet – it just carries out the policy that when public bodies do meet, they must do so openly unless the discussion falls within one of the “special and appropriate circumstances” listed in the Act.

Sometimes, a public body is subject to other laws, for example a county or city charter, that require it to meet in order to address public business, or that impose meetings requirements that are stricter (in favor of more openness) than those in the Act.

2. Where can I find the text of the Open Meetings Act?

The Act appears in Title 3 of the General Provisions Article of the Maryland Code. For Links to the Open Meetings Act:

- [Westlaw](#)
- [LexisNexis](#) (See Title 3 of the General Provisions Article)
- [Maryland General Assembly](#) (See §§3–101 through 501)

3. When does the Act apply?

The Act applies only when a “quorum” of the members of a “public body” is “meeting.” The Act gives each of these terms a special definition.

4. What’s a “public body?”

A “public body” is an entity that consists of members and that was created in any of three ways. First, a multimember entity is a “public body” if it was created by: (a) a law, (the Maryland Constitution, a state statute, or county ordinance); (b) an executive order (an order of the Governor or, for a local government, its chief executive authority); (c) a rule, resolution, or bylaw of a government entity, or (d) an agreement between the State Department of Education and a majority of the county boards of education.

Second, a multimember entity is a “public body” if its members were appointed by the Governor, or by a local government’s chief executive authority, or by someone subject to the executive’s policy direction—but only when at least two members are not employed by the State or local government in question. For example, a citizen task force appointed by the Governor or a state department head will be a “public body” under this definition. A gathering of agency employees will not be a “public body”.

Finally, for state entities only, a multimember entity is a “public body” if its members are appointed by a public body whose members were appointed by the Governor or by an official subject to that appointing entity’s policy direction.

Examples of groups that are *not* “public bodies” include private homeowners associations, a private entity’s board of directors, and various court-related entities. Some entities that would otherwise fall within one of the three definitions are expressly excluded. For that list and details on the “public body” definition, see the Open Meetings Act Manual, Chapter 1, Part A.

5. What’s a quorum?

A quorum is a majority of the public body’s members unless the law applicable to that particular public body sets a different number.

6. What's a "meeting?"

A "meeting" occurs whenever a public body's quorum convenes to discuss public business. An occasion that starts out as a purely social event is a "meeting" only if a quorum uses it to discuss the public body's business. A gathering at which a quorum discusses public business is a "meeting" no matter where it occurs and no matter whether the quorum takes an action.

Generally, a quorum can be present either in person or by telephone. Email communications among a quorum, as opposed to between individual members, might constitute a meeting if the emails are so close in time as to show that a quorum was in on the discussion together. For details on "meetings," see the Open Meetings Act Manual, Chapter 1, Part B.

7. Are there times when a public body's meetings are *not* subject to the Open Meetings Act?

Yes. The Act classifies the work of public bodies by "function," and three functions are excluded from the Act, with one exception. The excluded functions are the judicial function (generally, the functions performed by the courts), the quasi-judicial function (generally, a public body's determination of a case that can be appealed to a court), and the administrative function (very broadly speaking, not one of the other functions, not the formation of new policy, and the performance of tasks such as the application of set policies to a set of facts). However, the Act *does* apply to most land-use and licensing matters. The functions are best understood through examples and are discussed in the Open Meetings Act Manual, Chapter 1, Part C.

If a public body only performs an excluded function in a meeting, that meeting is generally not subject to the Act. However, a reporting requirement applies when a public body recesses a meeting that is subject to the Act in order to perform an administrative function.

If a public body is meeting to perform any other function, or to conduct public business that does not seem to fall into any function, the meeting is subject to the Act. However, the Act permits the public body to exclude the public from some discussions, as explained in #11 below.

8. When the Open Meetings Act applies, what does it require the public body to do?

The Act requires the public body to give "reasonable advance notice" of its meetings, to make an agenda available in advance except in cases of emergency, to hold its meetings openly, to adopt minutes, and to retain them for 5 years. The Act also lists topics that a public body may discuss behind closed doors after the public body has disclosed the topics

and the basis for its decision to exclude the public from the discussion and has voted in public to close the meeting. And, as discussed in #13, there is a general training requirement for every public body and a particular training requirement for public bodies that meet in closed sessions.

A “Compliance Checklist” is posted under “Sample Forms and Checklists” at <http://www.marylandattorneygeneral.gov/Pages/OpenGov/Openmeetings/default.aspx>. It lists the requirements for meetings subject to the Act.

9. What’s “reasonable advance notice?”

That depends on the circumstances. Ordinarily, a public body should use notice methods that are likely to reach its constituency, including the members of the press who regularly report on the public body or the activities of the government of which the public body is a part. The Act gives examples of reasonable methods, including the use of a website that the public body ordinarily uses to provide information to the public.

As for the timing of the notice, a public body that has scheduled a meeting should not delay posting notice, unless the meeting was scheduled so far in advance that it would be more effective to post notice closer to the meeting date. The Act does not set a deadline for posting notice and thus does not prevent public bodies from meeting on short notice in emergencies. In emergencies, the public body must provide the best notice feasible under the circumstances.

The Act does set minimum requirements for what a notice must contain: the time, date, and place of the meeting, and, if the public body expects to close part of the meeting to the public, an alert to that fact. In order to plan the meeting space, a public body may include in its notice a request that members of the public contact the public body if they wish to attend. For details on notice requirements, see Chapter 2 of the Open Meetings Act Manual.

Public bodies must make an agenda available before each meeting, either when notice is posted, if the items of business are known then, or as soon as practicable, but no later than 24 hours before the meeting. There is an exception for meetings held in response to emergencies.

10. What does it mean to meet “openly?”

The Act’s policy statement refers to the ability of the “public, its representatives, and the media to attend, report on, and broadcast meetings of public bodies” and to “witness the phases of the deliberation, policy formation, and decision making of public bodies.” The Act also sets the policy that meetings “be held in places reasonably accessible to individuals who would like to attend” them.

These provisions raise a number of logistical questions, which are discussed in detail in Chapter 3 of the Open Meetings Act Manual. Generally, the meeting place must be accessible to the public, but members of the public may be required to cooperate with the security procedures of the building in which the meeting room is located. Generally, the press and other attendees may film the meeting, but that does not mean that attendees may do so disruptively. Public bodies are to adopt meeting rules, and, if the presiding officer determines that someone is disrupting an open session, the public body “may have the individual removed.”

The Act does not require public bodies to allow public comment during a meeting, except that a member of the public may object to a public body’s decision to discuss a topic in closed session. A particular public body might be subject to other laws that entitle the public to comment.

11. When may a public body meet in a session that is closed to the public?

As of October 1, 2018, the Act lists 15 topics that a public body may choose to discuss behind closed doors if the public body has met specific conditions. The topics, referred to as “exceptions,” include such subjects as personnel discussions about particular individuals, the receipt of legal advice from the public body’s attorney, and subjects that must be kept confidential under other laws.

Each closed session must be preceded by an open session for which the public body has given notice. In the open session, the presiding officer must conduct a recorded vote on a motion to close the session. The presiding officer must also prepare a written statement, or “closing statement,” that cites the part of the Act that contains the applicable exception, lists the topics to be discussed in the closed session, and gives the public body’s reason for excluding the public. A member of the public in attendance may object to the decision and inspect the closing statement. A public body may not meet in a closed session until it has designated one or members to take training in the Act. Further, a designated member must attend the open session beforehand, or, if no designated member can attend, the public body must complete the compliance checklist (see #8) and attach the checklist to its minutes.

When the public body meets in closed session, the members may not discuss topics other than those listed on the closing statement. Likewise, their discussion of the topics that they did disclose must fall within the scope of the exception that they claimed. For the disclosures that a public body must make after a closed session, see #12, below.

Model closing statement forms are posted at <http://www.marylandattorneygeneral.gov/Pages/OpenGov/Openmeetings/default.aspx>, under the heading for “Sample Forms and Checklists.” They list the 15 exceptions and contain spaces for the required information. The form “with instructions” explains what

the public body must do. For details on the exceptions and conditions, see Chapters 4 and 5 of the Open Meetings Act Manual.

12. What minutes and other records must a public body create, and may the public inspect them?

Public bodies must draft and adopt minutes for any meeting subject to the Act, whether open or closed. The public body must also create and retain written meeting notices and closing statements. The Act requires public bodies to retain its minutes and any tape recording of a meeting for at least five years.

Open-session minutes can be in either of two forms: written, or “live and archived video or audio streaming.” Written minutes are to be adopted “as soon as practicable after a public body meets.” Under the Act, they are to be posted online if that is practicable. Also, minutes are to be open to public inspection during the public body’s regular business hours. A member of the public who wants to inspect numerous or old sets of minutes might find it helpful to contact the public body in advance so as to avoid delays at the public body’s office. A public body may charge for copies but not for producing the minutes for inspection. Generally, closed-session minutes are written, sealed and not available for public inspection. For details on public access to minutes, see Chapter 6, Part B(6) of the Open Meetings Act Manual.

When a public body has met in a closed session, it must disclose some details about the session in the minutes of its next open session. Information on the required content of minutes, including closed-session summaries, and on timeliness can be found in Chapter 6, Part B, of the Open Meetings Act Manual.

As described in #11, public bodies must prepare and adopt a closing statement before each closed meeting. Members of the public may inspect that document at the time that the meeting is closed, and it should also be available for inspection when someone comes to the public body’s office and asks to see it.

The Act does not address public access to written notices of past open sessions, but they may be requested under the Public Information Act.

13. What’s the training requirement, and is there a course I can take?

Each public body must designate a member, officer, or employee to take training in the Act. Public bodies that wish to hold closed meetings must designate a member for training, as explained in #11 above. The training must be through one of three types of courses: the course on open meetings offered by the Maryland Association of Counties or Maryland Municipal League through the Academy for Excellence in Local Governance, the online course made available by the office of the Attorney General and the University of

Maryland's Institute for Governmental Service and Research, or the open meetings course offered by the Maryland Association of Boards of Education through the Boardsmanship Academy. The online course is available to the public at no cost.

A link to the online course can be found under the "Other Resources" heading at <http://www.marylandattorneygeneral.gov/Pages/OpenGov/Openmeetings/default.aspx>. More detail on the training requirement can be found in Chapter 7, Part A(4) of the Open Meetings Act Manual.

14. What can I do when I think a public body has violated the Open Meetings Act?

As a practical matter, you might begin by gathering the facts on whether the Act applies to the gathering in question, and, if so, what happened. Often, the entity's staff or a member can help address questions and concerns, as might the constituent services staff for an elected official, and the entity's website might provide background on how it was created.

The Act itself provides two routes. First, you may file a complaint with the Open Meetings Compliance Board to seek an advisory opinion on whether the public body violated the Act. The public body then has 30 days in which to respond, and the Compliance Board usually issues an opinion within 30 days after that. The Compliance Board has no budget of its own and does not have investigative powers. Its three members are appointed by the Governor and serve without compensation. The Compliance Board's procedures are posted at <http://www.marylandattorneygeneral.gov/Pages/OpenGov/Openmeetings/default.aspx>. It does not address Public Information Act complaints.

The Compliance Board's opinions are not enforceable orders; that complaint route instead is a way of seeing that the public body gets relatively prompt guidance on how to comply with the Act. However, when the Compliance Board finds a violation, a member of the public body must summarize the opinion in the next open meeting, a majority of the members must sign a copy to acknowledge that they have received it, and the violator is identified on the webpage used by the Compliance Board for publishing its opinions. The public body must send a signed copy of the opinion to the Compliance Board. The Compliance Board route is free and also faster and more informal than litigation.

Second, you may sue the public body in the circuit court where the public body is located. The Act sets deadlines for lawsuits filed under the Act's provisions. You may file a complaint both with the Compliance Board and in court. Court rules, not the Compliance Board's rules, govern actions filed in court.

The Act does not give the Office of the Attorney General a role in enforcing the Act's provisions. As explained on the Attorney General's website, the Office acts as the legal advisor to departments, officials, boards, and institutions of State government. The Office

provides the Compliance Board with legal counsel and administrative support. For more information on the approaches you can take, see Chapter 7, Parts A and B of the Open Meetings Act Manual.

September 2018

**COUNCIL OF THE TOWN OF LA PLATA
Resolution 25-11**

Introduced By: Mayor Jeannine James, by request

Date Introduced: July 29, 2025

Date Adopted:

Date Effective:

1 **A RESOLUTION** concerning

2
3 **Open Meetings Act Training Designation**

4
5 **FOR** the purpose of designating the Town Manager and a member of the Town Council and
6 each of the Town's Boards and Commissions who shall receive training on the
7 requirements of the Open Meetings Act.

8
9 * * * * *

10
11 **WHEREAS**, the Town of La Plata desires to be open and transparent in the conduct
12 of its business; and

13
14 **WHEREAS**, the Council of the Town of La Plata encourages the public to attend
15 Council meetings and those of the various Boards and Commissions; and

16
17 **WHEREAS**, occasionally there is a need for public bodies to go into closed meetings
18 to discuss very specific topics, in accordance with the Open Meetings Act; and

19
20 **WHEREAS**; § 3-213 of the Open Meetings Act requires that an employee and a
21 member of the public body is designated as taking the training prior to conducting a closed
22 session; and

23
24 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF**
25 **LA PLATA** that the Town Manager is the designated employee; Councilman Tyjon C. Johnson
26 is the designated Town Council member; the appointed Council member serving on each of
27 the Town's Boards and Commissions; and where no Council member serves on a Board or
28 Commission, the Chair of each of those bodies shall be designated as the individuals to take
29 the Open Meetings Act training in accordance with the Act.
30

Resolution 25-11

31 **ADOPTED AND APPROVED** by the Council of the Town of La Plata on
32 this 29th day of July, 2025.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Lawrence J. Jones, Jr.
Town Clerk

Tyjon C. Johnson, Councilman

Date_____



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Danny Wood
DEPARTMENT: Public Works
TYPE: Town Council Resolution for Purchase
SUBJECT: Pavement Overlay FY26 Contract Renewal - C.A. Bean

BACKGROUND:

The Department of Public Works is requesting renewal of the Master Paving Contract executed Feb. 9, 2023, with C.A. Bean for Fiscal Year 2026 pavement overlay and repair services. Upon renewal signing, presenting new contract expiration date of June 30, 2026.

FISCAL IMPACT:

C.A. Bean has once again agreed to waive any price increase adjustment for FY26 paving services. Material quantities for this contract period will be based on the Public Works Department's FY26 street overlay list and priority street repair list. Pavement overlay services will be paid for using Highway User Revenue (HUR) funds, not to exceed \$617,000.00 during this fiscal year. Water-related street repair services will be paid for using Water Enterprise funds, not to exceed \$30,000.00 during this fiscal year.

These funds are identified and available in the FY26 budget. The Highway User Revenue (HUR) funds that support this request are provided by the state. The cost for street repairs due to water related repairs was also budgeted in FY26.

STRATEGIC PLAN ALIGNMENT:

Street overlay performance is an essential part of the Public Works Department's annual capital improvement plan.

SUSTAINABILITY CONSIDERATIONS:

Street overlay and maintenance activities help improve our Town's streets and mobility and for our residents.

ADA CONSIDERATIONS:

Improving street conditions will also help with Americans with Disabilities Act (ADA) safety and compliance initiatives.



La Plata
MARYLAND

FOR LEGISLATIVE USE ONLY

Item Number: 2025-899

Date of Meeting: July 29, 2025

RECOMMENDED ACTION:

Approve the contract renewal with C.A. Bean for pavement services in FY26, and paving expense totals during this fiscal year, as reflected above.

ATTACHMENTS:

- 1) Master Paving Contract – C.A. Bean, Inc. (unit pricing pg. 2.1)
- 2) DRAFT Resolution 25-13, "Pavement Overlay and Repair Services Contract Renewal"

INVITATION TO BID

**TOWN OF LA PLATA
305 QUEEN ANNE ST
LA PLATA, MARYLAND 20646**



**ITB-PVMT-2022-11
PAVEMENT OVERLAY AND MAINTENANCE**

OPERATIONS DEPARTMENT
PROCUREMENT OFFICE
305 QUEEN ANNE STREET
LA PLATA, MARYLAND 20646
kdemarr@townoflaplata.org
301-934-8421, Extension 3001

DUE DATE/TIME: Friday, December 16, 2022 2:30 p.m. (Local Prevailing Time)

PRE-BID MEETING: Tuesday, November 29, 2022 2:00 p.m. (Local Prevailing Time)

WRITTEN QUESTIONS SHALL BE DUE ON OR BEFORE MONDAY, DECEMBER 5, 2022 BY 2:30 P.M. (LOCAL PREVAILING TIME). ADDENDUM SHALL BE POSTED ON OR BEFORE FRIDAY, DECEMBER 9, 2022 BY 2:30 P.M. (LOCAL PREVAILING TIME). ALL QUESTIONS SHALL BE SUBMITTED TO THE PROCUREMENT OFFICE AT kdemarr@townoflaplata.org.

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NOTICE TO CONTRACTORS

Sealed bids shall be due on or before Friday, December 16, 2022 by 2:30 p.m. (Local Prevailing Time) for:

ITB-PVMT-2022-11 PAVEMENT OVERLAY AND MAINTENANCE

A **bid opening** meeting will be held on Monday, December 19, 2022 at 1:00 p.m. (Local Prevailing Time). The public meeting will be held at the below location.

Town Hall, Council Chambers
305 Queen Anne Street, La Plata, MD 20646

To be considered for award, a bid shall comply in all material respects with the Invitation to Bid (hereinafter, ITB). Such compliance enables Contractors to stand on an equal footing and maintain the integrity of the sealed bidding system.

Bids shall be submitted in a **SEALED ENVELOPE** with the label provided herein affixed to the front. The Town of La Plata, Maryland (or the officially authorized official), reserves the right to reject bids improperly labeled. The **SEALED ENVELOPE** shall also show the Contractor's name and address.

The Contractor may submit their response as follows:

1. Ship package through UPS, FedEx, or hand delivery to:
TOWN OF LA PLATA
OPERATIONS DEPT / PROCUREMENT OFFICE
305 QUEEN ANNE STREET
LA PLATA, MARYLAND 20646
2. Ship package through the United States Postal Service (USPS) to:
TOWN OF LA PLATA
OPERATIONS DEPT / PROCUREMENT OFFICE
305 QUEEN ANNE STREET
LA PLATA, MARYLAND 20646

Where bids are sent by any method to TOWN OF LA PLATA'S Operations Dept / Procurement Office, the Contractor shall be responsible for their delivery before the date and time set for the closing of bid acceptance.

Where bids are sent by mail by any method to TOWN OF LA PLATA'S Operations Dept / Procurement Office, the Contractor shall be responsible for their delivery before the date and time set for the closing of bid acceptance. If the delivery is delayed beyond the due date and hour set for the bid closing, bids shall not be accepted.

Acceptance of bids by TOWN OF LA PLATA employees other than the TOWN OF LA PLATA Operations Dept / Procurement Office or Treasurer shall not be deemed proper delivery.

If an emergency or unanticipated event interrupts normal government processes so that bids cannot be received at the TOWN OF LA PLATA Procurement Office by the exact time specified in the ITB and urgent TOWN OF LA PLATA requirements preclude amendment of the bid opening date, the time specified for receipt of bids shall be deemed to be extended to the same time of day specified in the ITB on the first work day on which normal governmental processes resume.

All bids received before the time set for the opening of bids shall be kept secure. The bids shall not be opened or viewed, and shall remain in a locked bid box, a safe, or in a secured, restricted-access electronic bid box. If an ITB is cancelled, bids shall be returned to the Contractors. Necessary precautions shall be taken to ensure the security of the bid box or safe. Before bid opening, information concerning the identity and number of bids received shall only be made available to employees of TOWN OF LA PLATA Operations Dept / Procurement Office or Treasurer. Such disclosure shall be only on a "need to know" basis. If bid samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before bid opening.

Bids made on any form(s) other than the required form(s) included in this ITB shall not be considered. Changes in the phraseology of the proposal, additional or limiting provisions, shall render the proposal informal and may cause its rejection.

Contractors shall be responsible for obtaining all documentation, including but not limited to any addenda issued by going to eMaryland Marketplace Advantage at <https://emma.maryland.gov> prior to submitting their bid.

Changes to the Information for Contractors or Technical Specifications shall only be made in writing. TOWN OF LA PLATA assumes no responsibility for verbal instructions or interpretations.

Unless otherwise specified, all formal bids shall be binding for 120 calendar days following bid opening date, unless extended by mutual consent of all parties.

TOWN OF LA PLATA is tax exempt and all prices quoted shall be exclusive of any Federal or Maryland State Taxes. This includes Federal Excise Tax and any other Excise Tax applicable to any other equipment or accessories. However, taxes are required to be paid by the Contractor on all materials and equipment to be incorporated into the project. The Contractor is prohibited from using TOWN OF LA PLATA'S tax exempt number for any purchases.

Contractors are warned against unbalancing their proposals as this will render them liable to rejection.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of TOWN OF LA PLATA may require.

If the Contractor to whom an award is made shall fail to execute the Contract hereto attached, and as herein provided, the award may be annulled and the Contract awarded to the next lowest responsible Contractor, and such Contractor shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made; or TOWN OF LA PLATA may reject all bids as its interests may require.

Contractors shall examine all documentation carefully. In case doubt shall arise as to the meaning or intent of anything comprised in the specifications, inquiry shall be made to the Operations Dept / Procurement Office before a bid is submitted. Written questions and inquiries shall be accepted from any and all Contractors. The Operations Dept / Procurement Office shall be the sole point of contact for this solicitation unless otherwise instructed herein.

Written requests for information related to this ITB shall be directed to the Operations Dept / Procurement Office, attention Kristen DeMarr, Assistant Director of Operations, Administration, by email: at kdemarr@townoflaplata.org. Unauthorized contact with other TOWN OF LA PLATA staff regarding this ITB may result in the disqualification of the Contractor. Inquiries pertaining to this ITB shall give the ITB number, title, due date, and time. ***Written questions shall be due on or before Monday, December 5, 2022 by 2:30 p.m. (Local Prevailing Time). A final addendum will be posted by Friday, December 9, 2022 by 2:30 p.m. (Local Prevailing Time).*** It shall be the responsibility of all Contractors to ensure they have received any and all addenda and other documents issued. Any and all addenda issued shall become a part of the Contract Documents and shall be fully considered by all Contractors during formation of Bids. The submission of a bid shall indicate the Contractor thoroughly understands the terms of all Contract Documents.

The submission of a bid on this work and service shall be considered as a representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the proposal, the entire area to be serviced as described in the specifications and other Contract Documents, and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished; also, that the Contractor is familiar with all Federal, State and County laws, all codes and ordinances of TOWN OF LA PLATA to which affect the prosecution of the work and persons engaged or employed in the work or the materials and equipment used in the work.

Each bid shall be accompanied by a Bid Bond or five percent (5%) of the bid price. A certified check for five percent (5%) of the bid price, payable to the Town of La Plata Treasurer shall be accepted in lieu of a Bid Bond. Bids submitted without a Bid Bond or certified check shall not be considered. The Bid Bond or check of the Contractor to whom the Contract is awarded shall be forfeited to TOWN OF LA PLATA as liquidated damages in case the Contract and surety are not executed within ten (10) business days after receiving the Contract for execution.

TOWN OF LA PLATA shall hold as many of the Bid Bonds or checks submitted with the proposal as it may deem fit until the execution and delivery of the Contract and surety, whereupon they shall be returned.

Contractors should execute the following forms and provide required information and include as part of their bid. Failure to do so may be cause for rejection of bid as nonresponsive.

1. Price Proposal
2. Anti-Bribery Affirmation and Affidavit of Qualification to Bid
3. Subcontractors and Suppliers
4. Bid Bond (Five Percent [5%]) of Contract Value)
5. Source of Supply Letter and Job Mix Formulas Meeting the Gradation Requirements of Maryland Department of Transportation (MDOT)
6. List of Certified Flaggers and Certificates on Company Letterhead
7. List of Equipment Utilized for this Contract on Company Letterhead
8. Copy of Company Experience Modification Rating (EMR)
9. Superintendent Name, Resume and Prior Experience
10. Addenda, if Applicable
11. Questions and Answers/Clarification, if Applicable

The results for this ITB shall be posted on TOWN OF LA PLATA'S web site at <https://townoflaplata.org/townservices>

**ITB-PVMT-2022-11
PAVEMENT OVERLAY AND MAINTENANCE**

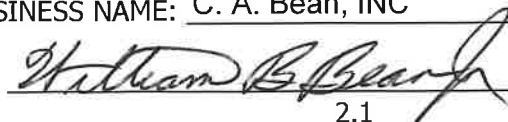
PRICE PROPOSAL

TO THE TOWN OF LAPLATA: The undersigned agrees to furnish all labor, material, supervision, and equipment necessary for Pavement Overlay and Maintenance as specified to the Town of La Plata, Maryland in accordance with specifications and other documents herein and at the following price(s):

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	ESTIMATED ANNUAL QUANTITY	TOTAL
1	MDOT MUTCD Compliant Flagging Operation (MD 104.02-10)	Day	\$ 1.00	25	\$ 25.00
2	MDOT MUTCD Compliant Flagging Operation (MD 104.02-10) Night time	Night	\$ 1.00	10	\$ 10.00
3	Bituminous Concrete Surface w/9.5. M.M.	Ton	\$ 100.00	4,000	\$ 400,000.00
4	Bituminous Concrete Surface w/12.5. M.M.	Ton	\$ 100.00	50	\$ 5,000.00
5	Bituminous Concrete Base w/19 M.M.	Ton	\$ 100.00	100	\$ 10,000.00
6	Bituminous Concrete Surface Wedge and Level	Ton	\$ 100.00	500	\$ 50,000.00
7	Bituminous Concrete Surface w/Driveway Tie-Ins	Ton	\$ 100.00	500	\$ 50,000.00
8	Patch w/Bituminous Concrete	Ton	\$ 190.00	200	\$ 38,000.00
9	Milling Up/2" Deep	Square Yard	\$ 2.75	10,000	\$ 27,500.00
10	Pavement Fabric Construction	Square Yard	\$ 3.40	100	\$ 340.00
11	Painted Pavement Marking	Linear Foot	\$ 0.90	5,000	\$ 4,500.00
12	Thermoplastic 24" Stop Bars Heat Applied	Linear Foot	\$ 40.00	25	\$ 1,000.00
13	Thermoplastic Directional Arrows	Each	\$ 575.00	10	\$ 5,750.00
14	Temporary Tape Pavement Marking	Linear Foot	\$ 2.00	1,000	\$ 2,000.00

CONTRACTOR'S LEGAL BUSINESS NAME: C. A. Bean, INC

AUTHORIZED SIGNATURE:



DATE: 12/16/2022

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	ESTIMATED ANNEUAL QUANTITY	TOTAL
15	Thermoplastic 5-Inch Yellow 90 Mil	Linear Foot	\$ 2.00	5,000	\$ 10,000.00
16	Thermoplastic 5-Inch White 90 Mil	Linear foot	\$ 2.00	5,000	\$ 10,000.00
17	Asphalt Curb	Linear Foot	\$ 6.00	200	\$ 1,200.00
18	Paving Mobilization for Asphalt Projects Under 40 Tons per Road	Each	\$ 500.00	5	\$ 2,500.00
19	Asphalt for Small Projects Under 40 Tons per Road	Ton	\$ 100.00	200	\$ 20,000.00
20	Milling for Small Projects Under 40 Tons per Road	Square Yard/Inch	\$ 3.50	200	\$ 700.00
21	Road Widener with Operator	Day	\$ 1,000.00	1	\$ 1,000.000
22	Crack Filling/Sealing	Pound	\$ 5.25	100	\$ 525.00
TOTAL BID BASED ON ESTIMATED ANNEUAL QUANTITIES					\$ 640,050.00

VERIFY MATH CALCULATIONS. IN THE EVENT OF ERRORS IN COMPUTATION, TOTAL SHOWN IN THE UNIT PRICE COLUMN SHALL BE THE DETERMINING FACTOR FOR TOTALS LUMP.

It is further agreed by the Undersigned that upon receipt of written advice of the acceptance of proposal, the necessary Contract shall be executed by the Contractor and returned to TOWN OF LA PLATA within ten (10) business days after such notice.

No Contractor shall withdraw their proposal within 120 calendar days after the opening thereof. **The Contract is anticipated to commence on April 1, 2023.**

The undersigned has caused this proposal to be executed as of the day and year indicated on each proposal page and hereby agrees to provide aforementioned services necessary for compliance with the Contract Documents and agrees to provide these for the price(s) indicated in this proposal form. By signing each proposal page, the Contractor does hereby attest they have fully read the ITB and understands it.

The time for performance of this Contract shall begin from the date of the Notice to Proceed or as otherwise directed by TOWN OF LA PLATA.

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the ITB documents and agrees to the Contract Terms and Conditions as contained herein.

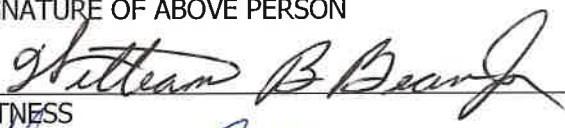
CONTRACTOR'S LEGAL BUSINESS NAME: C. A. Bean, INC

AUTHORIZED SIGNATURE:  DATE: 12/16/2022

NAME AND SIGNATURE REQUIREMENTS FOR BID AND CONTRACTS

The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) for Maryland shall be used on all forms submitted. A trade name (i.e., a shortened or different name under which the firm does business) shall not be used when the legal name is different. Corporations shall have names complying with State law. The Contractor's signature shall conform to the following:

All signatures shall be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the Offeror or Contractor.

CONTRACTOR'S LEGAL BUSINESS NAME	TELEPHONE NUMBER
C. A. Bean, INC	301-994-9027
PRINCIPAL OFFICE ADDRESS	FAX NUMBER
21603 Bean Family Lane, California, MD 20619	301-994-9086
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS accounting@cabeaninc.com
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)	
William B Bean Jr, President	
SIGNATURE OF ABOVE PERSON	DATE 12/16/2022
	
WITNESS	DATE 12/16/2022
	

REFERENCES

List at least three (3) references for whom your company has provided the service as outlined in this Invitation to Bid during the past 3-year period. TOWN OF LA PLATA reserves the right to request additional information regarding past and current clients for whom the Contractor has provided the services requested in this ITB. TOWN OF LA PLATA reserves the right to check all references furnished and consider the response(s) received in determining award of this Contract.

1. Company: Slurry Pavers, INC.
Address: 3617 Nine Mile Road, Richmond, VA 23223
Contact Person: Carter Dabney
Telephone: (804) 264-0707
E-Mail Address: cdabney@slurypavers.com
Location of Work: Various locations in Charles County

2. Company: Charles County Government
Address: 200 Baltimore Street, LaPlata, MD 20646
Contact Person: Troy Garner
Telephone: (301) 399-5009
E-Mail Address: GarnerD@charlescountymd.gov
Location of Work: Various locations in Charles County

3. Company: Quality Built Homes
Address: 5341 Ketch Road Suite 200, Prince Frederick, MD 20678
Contact Person: David Anderson
Telephone: (410) 535-6008
E-Mail Address: davida@qbhi.com
Location of Work: various locations in the tri county area

Specify the number of years your company has been in business as a contractor providing the requested services: 40. (Shall be at least three (3) years.)

CONTRACTOR'S LEGAL BUSINESS NAME: C. A. Bean, INC

AUTHORIZED SIGNATURE  DATE: 12/16/2022

GENERAL CONDITIONS OF BID AND CONTRACT

DEFINITIONS. Wherever the words defined in this section or pronouns used in their stead, occur in the specifications, proposal, contract or bond, they shall have the meanings herein given and as defined:

BIDDER/OFFEROR/CONTRACTOR shall mean a firm that responds to this ITB with a bid.

TOWN OF LA PLATA, MARYLAND shall mean the governing body.

TOWN OF LA PLATA or TOWN shall mean Town of La Plata, Maryland, noted hereinafter as TOWN OF LA PLATA (or the officially authorized official).

CONTRACT DOCUMENTS shall mean those written documents that define the roles, and responsibilities, and work under the Contract, and are legally binding on the parties (TOWN OF LA PLATA and the Contractor). The individual documents constituting the Contract Documents are as outlined herein under Contract Interpretation by the Project Manager.

CONTRACTING OFFICER shall mean the Operations Dept / Procurement Officer or their designated representative entrusted by TOWN OF LA PLATA with the authority to enter into, administer, renew, or terminate the Contract, along with related determinations and findings.

DIRECTOR shall mean the Director, Department of Operations, and shall mean the principal or their duly authorized representatives; said agents acting severally within the scope of the particular duties entrusted to them.

PROJECT MANAGER shall mean that person whom the Director has designated to supervise performance of this Contract on behalf of the TOWN within the scope of duties entrusted under such delegation of authority.

Whenever the Contract Documents or upon any drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Project Manager is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or, words of like import, shall mean approved by, acceptable or satisfactory to, the Project Manager, unless otherwise expressly stated.

CONTRACT INTERPRETATION BY THE PROJECT MANAGER. Any inconsistencies or ambiguities in the Contract Documents shall be immediately reported, in writing, to the Project Manager. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Project Manager with a Request for Information. The Project Manager shall respond to the Contractor in writing with a decision within fifteen (15) calendar days of receipt of the request, or if it is necessary to extend this period, the Project Manager shall notify the Contractor in writing as to when a decision will be provided.

Work done by the Contractor after its discovery of such inconsistencies or ambiguities without such notice and prior to response from the Project Manager shall be done at the Contractor's risk.

In resolving conflict, error, or discrepancies within the Contract Documents, the Contract Documents shall be given precedence in the following order (Change Orders, highest precedence and Notice to Contractors, lowest precedence):

Change Orders
Addenda
Federal, State, and/or County Requirements
General Conditions of Bid and Contract
Specifications
Price Proposal
Contract
Notice to Contractors

In the event that conflicts, errors, or discrepancies are not resolved by the Contract Documents' order of precedence, the more restrictive provision shall govern.

BID FORMS AND AFFIDAVITS

All bids shall be submitted on the forms provided, shall be signed by a principal duly authorized to make contracts, and submitted in a sealed envelope.

The attached Anti-Bribery Affirmation and Affidavit of Qualification to Bid form shall be submitted with bids. Failure to comply may be cause for rejection of bids.

ALTERNATE BIDS

Alternate bids shall only be considered when they are submitted separately and clearly marked and labeled ALTERNATE BID. The alternate bid shall only be considered if the Contractor's primary bid is the lowest responsible bid.

BRAND NAME OR EQUAL ITEMS

Unless otherwise provided in the ITB, the name of a certain brand, make or manufacturer does not restrict Contractors to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired, and any article which TOWN OF LA PLATA in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

FORMAL SOLICITATION

When a formal specification (no substitutes) is included or referred to in the solicitation, no deviation therefrom shall be permitted and the Contractor shall be required to furnish articles in conformity with that specification.

NEW GOODS, FRESH STOCK

All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design, or pack.

DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications shall be noted in detail by the Contractor in writing by the Contractor and submitted with the price proposal. TOWN OF LA PLATA reserves the right to accept or reject any deviation.

PROHIBITION AGAINST UNIFORM PRICING

TOWN OF LA PLATA shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a bid each Contractor shall, by virtue of submitting a bid, guarantee that the Contractor has not

been a party with other Contractors to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bid of such Contractors. Any disclosure to or acquisition by a competitive Contractor, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising the bids.

AWARD OR REJECTION OF BIDS

TOWN OF LA PLATA shall award the Contract to the lowest responsible bidder, subject to its right to reject any or all bids TOWN OF LA PLATA reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, and to waive any informality in bids received whenever such rejection or waiver is in the best interest of TOWN OF LA PLATA. TOWN OF LA PLATA reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of TOWN OF LA PLATA to do so. TOWN OF LA PLATA also reserves the right to reject the bid of a Contractor who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Contractor who investigation shows is not in position to perform the Contract.

In determining the "lowest responsible bidder", in addition to considering price, TOWN OF LA PLATA shall consider:

1. The ability, capacity, and skill of the bidder to perform the Contract or provide the services required;
2. Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience, and efficiency of the bidder;
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the bidder with laws and ordinances relating to the Contract or service;
6. Whether the bidder is in arrears to TOWN OF LA PLATA on any debt or Contract, is in default on any surety to TOWN OF LA PLATA, or is delinquent as to any taxes or assessments; and
7. Any other information that may have a bearing on the decision to award the Contract.

INDEMNIFICATION

Nothing contained in the Contract shall be construed to constitute the Contractor an agent of TOWN OF LA PLATA. The Contractor shall indemnify, keep, and save harmless TOWN OF LA PLATA, its agents, officials, and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs, and expenses which may or otherwise accrue against TOWN OF LA PLATA in consequence of the granting of a Contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Contractor or his officers, directors, agents, or employees, of the subcontractor or his officers, directors, agents or employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against TOWN OF LA PLATA in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless

and defend TOWN OF LA PLATA as herein provided.

NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), except where religion, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer. In addition to complying with the provision of Equal Opportunity, the Contractor shall, in good faith, cooperate with TOWN OF LA PLATA in investigation of Equal Employment Opportunity (EEO) complaints, whether formal or informal.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Contractor shall include the provisions above in every subcontract or purchase order so that the provisions shall be binding upon each subcontractor or vendor.

INSURANCE

The Contractor shall not commence work under this Contract until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland. Insurance companies providing insurance shall be acceptable to TOWN OF LA PLATA. Self-insured Contractors shall submit an affidavit attesting to their self-insured coverage.

1. Certificate Holder, Additional Insured, and Contract Information
 - a. The Town of La Plata, Maryland shall be named as certificate holder and as an additional insured for the duration of the Contract as follows:

Town of La Plata, Maryland
Attention: Operations Dept / Procurement Office
305 Queen Anne Street
La Plata, Maryland 20646
 - b. The certificate shall also indicate the contract name and number.
 - c. Additional insured shall be as pertains to general liability and automobile liability and shall be stated under Description on the certificate as: Town of La Plata, Maryland shall be named as additional insured as pertains to general liability and automobile liability.
 - d. The "ADDL INSD" box shall be checked for general liability and automobile liability.
2. Commercial General Liability Insurance

During the life of this Contract, the Contractor shall procure and maintain Commercial

General Liability Insurance in an amount not less than \$1,000,000.00 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000.00 aggregate.

3. Workers Compensation

During the life of this Contract, the Contractor shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract. If a Contractor is a sole proprietor or is a company that is not required to maintain workers compensation insurance coverage under the laws of the state of Maryland, that Contractor shall submit the Workers' Compensation Commission Sole Proprietor's Status indicating "I have not elected to become a covered employee" and provide proof of General Liability coverage.

4. Automobile Liability Insurance

During the life of this Contract, the Contractor shall procure and maintain Automobile Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include vehicles to be used in conjunction with this Contract on behalf of the Contractor.

If during the life of this Contract the Contractor owns commercial vehicles or obtains commercial vehicles, the Contractor shall procure and maintain Automobile Liability Insurance, to include No-Fault coverage, with limits not less than \$1,000,000.00 per accident combined Bodily Injury and Property Damage. Coverage shall include "Any Auto" as indicated on the required Certificate of Insurance.

If during the life of this Contract the contractor does not own commercial vehicles, the Contractor shall procure and maintain vehicle coverage in accordance with the statutes of the State of Maryland. Coverage shall include "Non-Owned" and "Hired" as indicated on the required Certificate of Insurance.

5. Notice of Cancellation

Prior to starting performance of the Contract and for each extension of the Contract, a certificate of insurance shall be furnished to TOWN OF LA PLATA. Insurance companies providing insurance shall be acceptable to TOWN OF LA PLATA. The Contractor agrees to provide TOWN OF LA PLATA a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Contractor agrees to notify TOWN OF LA PLATA within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. It shall be the Contractor's responsibility to make immediate notification to TOWN OF LA PLATA if any changes are made to the policy.

BONDS

The Contractor shall be required to post a Security for a Labor and Material Bond (Payment) and a Performance Bond for the full amount of paving work to be completed during one (1) fiscal year under this Contract, each posted to the Town of La Plata in accordance with this Invitation to Bid. These bonds shall be posted to ensure the Contractor complies in all respects with the terms and conditions of this Contract and indemnifying and holding harmless the Town of La Plata against or from all costs expenses, damages, injury, or loss to which said Town of La Plata may be subjected by reason or any wrong doing, misconduct, want of

care or skill, negligence, or default upon the part of the Contractor in the execution or performance of this Contract. The types of security acceptable are:

1. Bonds in a form satisfactory to TOWN OF LA PLATA underwritten by a security company authorized to do business in the State of Maryland. The Bonds shall contain the requirements set forth in the form hereto Annexed. The Performance and Payment Bonds shall be executed with the same surety. Whenever the surety or the bonds so furnished shall be deemed by TOWN OF LA PLATA to be insufficient or unsatisfactory, the Contractor, within ten (10) calendar days after notice to that effect, shall furnish and deliver new bonds to TOWN OF LA PLATA in the same penalty and on the same conditions, with surety satisfactory to TOWN OF LA PLATA, and this duty shall continue on the part of the Contractor, whenever and so often as TOWN OF LA PLATA shall require new bonds with a satisfactory surety. If the Contractor shall fail to furnish such bonds within ten (10) calendar days after said notice is mailed to Contractor's address, TOWN OF LA PLATA through its proper agent may stop all further work under the Contract and re-let the unfinished work at the expense of the Contractor.
2. Cash or cash equivalent (bank certified check, bank cashier's check, or bank treasurer's check) in the amount of the total Contract price.

WORK TO BE DONE AND MATERIALS TO BE FURNISHED

The Contractor shall perform all the work and furnish all the labor, material, tools, and appliances necessary or proper for performing the work required during the term of this Contract, in the manner called for by any drawings. The Contractor shall complete the required work, together with such extra work as may be required to the satisfaction of TOWN OF LA PLATA and the Project Manager or duly authorized representative(s) and in accordance with any drawings. All installations and materials shall comply with building codes in effect at the time work is performed.

MAINTENANCE OF TRAFFIC

The Contractor shall carry on their work in such a manner so as to cooperate with all pedestrian and vehicular traffic to the adjacent areas. The Contractor shall cooperate to keep access to adjacent properties or areas at all times. The attention of the Contractor is directed to the fact that right of way for emergency and/or construction vehicles shall be maintained by the Contractor at all times.

RESTORATION OF DISTURBED SURFACES

Upon completion of work under this project, any road, driveways, walks, steps, lawns, and slopes which have been disturbed shall be restored to their original condition and the cost thereof shall be included in the various unit prices bid.

ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable law or regulation.

WORKMANSHIP

All materials furnished and all work done shall be of the quality and character required by any drawings and projects to be completed during the course of the Contract. Where no standard is specified for such work or materials, they shall be of a kind acceptable to the Project Manager or duly authorized representative.

Any unsatisfactory materials furnished or work performed, at whatever time discovered, shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the Project Manager or duly authorized representative. If the Contractor neglects or refuses to remove such unsatisfactory work or material within forty-eight (48) hours after the receipt of the above-mentioned notice, or if the Contractor shall not make satisfactory progress in doing so, TOWN OF LA PLATA may cause said work or material to be removed and satisfactorily replaced, by contract or otherwise, and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due to the Contractor under the contract. UPON COMPLETION OF PROJECTS UNDER THIS CONTRACT, THE ENTIRE WORK SHALL BE DELIVERED TO TOWN OF LA PLATA PERFECT AND COMPLETE AND IN A SATISFACTORY WORKING CONDITION.

EMPLOYMENT OF SKILLFUL PERSONNEL

The Contractor shall employ only competent, skillful personnel to perform or supervise the work, and whenever the Project Manager or duly authorized representative shall, in writing, notify the Contractor that any personnel employed on the work is, in TOWN OF LA PLATA'S opinion incompetent, disobedient, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, such employee shall be removed and shall not again be employed on the work, except with the consent of the Project Manager or duly authorized representative.

CARE AND PROTECTION OF WORK

From the commencement of each project during the course of this Contract until its completion, the Contractor shall be solely responsible for the care of the work and all injury or damage to the same, from whatever cause shall be made good by the Contractor, at the Contractor's own expense, before the final payment is made. The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as for completed work.

INJURY TO PROPERTY

In case any direct or indirect damage is done to public or private property, by or because of the work, or in consequence of any act or omission on the part of the Contractor, the Contractor's employees or agents, the Contractor shall, at the Contractor's own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise, as may be required by the Project Manager or duly authorized representative or shall make good such damage in a satisfactory manner; and in case of failure on the part of the Contractor to promptly so restore such property, or make good such damage, the Project Manager or duly authorized representative may, upon forty-eight (48) hours' written notice, proceed to repair, rebuild, or otherwise restore such property, as may be necessary, and the cost thereof shall be deducted from any monies due or to become due the Contractor under the Contract; or TOWN OF LA PLATA may deduct, from any monies due the Contractor, a sum sufficient, in the judgment of the Project Manager or duly authorized representative, to reimburse the owners of the property so damaged.

SURVEYS, PERMITS, AND REGULATIONS

Unless otherwise specified, the TOWN OF LA PLATA Project Manager shall furnish any boundary surveys and establish all baselines required for locating the principal component parts of the work, together with suitable number of benchmarks adjacent to the work as shown in the Contract Documents.

Unless otherwise specified, permits and easements for permanent structures and permanent modifications to existing facilities shall be secured and paid for by TOWN OF LA PLATA.

Permits for electrical work of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor.

The Contractor shall give all notices and comply with all permits, laws, ordinances, rules, and regulations bearing on the conduct of the work as shown and specified. If there is a conflict between requirements in the Contract Documents and permits, laws, ordinances, rules and regulations, the requirements of the permits, laws, ordinances, rules and regulations shall govern.

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their contractual duties to any other person, firm, or corporation, without the previous written consent of TOWN OF LA PLATA.

If the Contractor desires to assign their right to payment of the Contract, Contractor shall immediately notify TOWN OF LA PLATA, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from their obligations or change the terms of the Contract.

STATUS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor shall be required to establish to the satisfaction of TOWN OF LA PLATA the reliability and responsibility of each subcontractor to furnish and perform work under this Contract.

Subcontractors and other persons and organizations proposed by the Contractor and accepted by TOWN OF LA PLATA shall be used on the work for which they were proposed and accepted and shall not be changed except with the prior written approval of TOWN OF LA PLATA.

If any part of the Work to be done under this Contract is subcontracted, the subcontract shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of the Contract. The subcontracting of any work to be done shall in no way relieve the Contractor of any part of its responsibility under the Contract. Certified copies of subcontract agreements shall be provided by the Contractor to TOWN OF LA PLATA upon request.

Any person undertaking a part of the work under the terms of the Contract, by virtue of an agreement with the Contractor, who, prior to such undertaking must receive the approval of TOWN OF LA PLATA. TOWN OF LA PLATA may terminate the Contract if subcontracting is done without prior approval.

The Contractor shall submit to TOWN OF LA PLATA copies of executed subcontractors as a condition of TOWN OF LA PLATA executing an agreement with the Contractor. A complete Subcontractor List shall be completed and submitted with Contractor's bid.

1. It is stipulated and agreed that the Contractor shall be an independent contractor in the performance of this Contract and shall have complete charge of persons engaged in performance of the Work. The Contractor shall perform work in accordance with its own methods, subject to compliance with the requirements of the Contract.
2. Subcontractors shall not be recognized as having a direct relationship with TOWN OF LA PLATA. The persons engaged in the work, including employees of subcontractors and suppliers, shall be considered employees of the Contractor and their work shall be subject to the provisions of the Contract. References in these Contract Documents to actions required of subcontractors, manufacturers, suppliers, or any person other than the Contractor or TOWN OF LA PLATA shall be interpreted as requiring that the Contractor shall

require such subcontractor, manufacturer, supplier, or person to perform the specified action.

The Contractor shall not employ any subcontractors not properly licensed in accordance with State or County law. Prior to commencement of any work by a subcontractor, the Contractor shall submit verification to TOWN OF LA PLATA that the subcontractor is properly licensed for the work it shall perform.

Contractor shall be fully responsible to TOWN OF LA PLATA for the performance, acts, and omissions of its subcontractors, and of persons directly or indirectly employed by them. Each subcontract shall expressly incorporate by reference the terms of this Contract, including the following provisions:

- a. Each subcontractor shall carry insurance as required by this Contract and provide evidence of such insurance.
- b. Each subcontractor shall be obligated to defend, indemnify, and hold TOWN OF LA PLATA harmless from all claims arising from the subcontractor's portion of the Work in the same manner as Contractor.
- c. Each subcontractor shall grant TOWN OF LA PLATA a license to use its drawings and design materials.
- d. Each subcontractor shall acknowledge TOWN OF LA PLATA'S right to suspend or terminate the Contract and waive any right to anticipate profits in the event of such termination.
- e. The removal and/or substitution of any subcontractor shall be made in writing by the Contractor and approved by TOWN OF LA PLATA.
- f. If TOWN OF LA PLATA deems any subcontractor is unsatisfactorily performing work under this Contract, the Project Manager shall give written notice to the Contractor that the subcontractor shall not be utilized for work under this Contract.

COOPERATION AMONG SUBCONTRACTORS

Each subcontractor shall coordinate the work with adjacent work and cooperate with other trades so to facilitate general progress of work. Each trade shall afford other trades every reasonable opportunity for installation of work and for storage of materials. Each subcontractor shall thoroughly examine all existing and connecting work before starting work under its own trade section and shall report to the Contractor, any conditions which would impair the excellence of any work to be performed under this Contract. In absence of any such report each subcontractor, upon the beginning of their work, shall be considered as having accepted all preceding work, and as having waived all claims to the contrary.

TERMINATION OF CONTRACT

TOWN OF LA PLATA may terminate a contract, in whole or in part, whenever TOWN OF LA PLATA determines that such termination is in the best interest of TOWN OF LA PLATA, without showing cause, upon giving written notice to the Contractor. TOWN OF LA PLATA shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price proposed for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the Contractor has not performed or has unsatisfactorily performed the Contract, TOWN OF LA PLATA may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of TOWN OF LA PLATA. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Contract. The Contractor shall be paid for work satisfactorily performed prior to termination, less any excess costs incurred by TOWN OF LA PLATA in completing the Contractor's obligations under the Contract.

AVAILABILITY OF FUNDS

Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by TOWN OF LA PLATA. In the event TOWN OF LA PLATA does not appropriate funds for the continuation of this Contract, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

TOWN OF LA PLATA reserves the right to immediately terminate a contract in the event funds are no longer available or have been exhausted. If TOWN OF LA PLATA shall terminate a contract, TOWN OF LA PLATA shall attempt to give written notice at least thirty (30) calendar days in advance of the effective date. The Contractor shall be paid for all labor and material provided as of termination date. No consideration shall be given for anticipated loss of revenue or profit on the cancelled portion of the Contract.

SERVICE DELIVERY FAILURES

Failures of a Contractor to provide the services required under this Contract within the time specified, or within reasonable time as interpreted by TOWN OF LA PLATA shall constitute authority for TOWN OF LA PLATA to procure the services required under this Contract in the open market. On all such purchases, the Contractor shall reimburse TOWN OF LA PLATA, within a reasonable time as specified by TOWN OF LA PLATA, for any expense incurred in excess of Contract prices. Such purchases shall be deducted from Contract quantities.

NON-LIABILITY

The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in TOWN OF LA PLATA'S opinion, is unforeseeable and beyond the control of the Contractor. Under such circumstances, however, the Procurement Office may at their discretion, cancel the Contract.

BREACH OF CONTRACT

1. In the event the Contractor shall fail to comply with any of the terms or conditions of the Contract Documents the Project Manager shall notify the Contractor of such failure or default and demand that the same be remedied within five (10) business days. In the event of the failure of the Contractor to remedy the same within said period, the Project Manager shall authorize the services to be procured from any available source, with the difference between the actual cost paid and the defaulting Contractor to be deducted from any monies due the defaulting Contractor or their surety.
2. In addition to those instances specifically referred to in other sections herein contained, TOWN OF LA PLATA shall have the right at its option to terminate the Contract under any one or more of the following:
 - A. If the Contractor becomes insolvent.
 - B. If the Contractor makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided without notification or approval from TOWN OF LA PLATA.

- C. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.
- D. In the event the Contractor fails to commence work in accordance with the specifications of this ITB.
- E. In the event the Contractor shall abandon the work or any portion of the work to be performed under this contract before completion.
- F. If the Contractor shall fail to fully, properly, and in a good and workman-like manner perform any or all of the conditions, covenants, terms or conditions contained within the Contract Documents.
- G. If the Contractor shall sublet, assign, convey, or otherwise dispose of his Contract or any portion thereof other than in accordance with the terms set forth within the Contract Documents.
- H. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs, or business
- I. If TOWN OF LA PLATA shall be of the opinion that the Contractor is not or has not been performing the Contract in good faith and in accordance with the terms of the specifications.

OWNERSHIP OF DOCUMENTS

Any reports, specifications, or other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of TOWN OF LA PLATA, and all such materials shall be surrendered to TOWN OF LA PLATA upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose than performance of all Contractor's obligations under the resulting Contract without the prior written consent of TOWN OF LA PLATA. Documents and materials developed by the Contractor under the resulting contract shall be the property of TOWN OF LA PLATA; however, the Contractor may retain file copies, which cannot be used without prior written consent of TOWN OF LA PLATA. TOWN OF LA PLATA agrees that the Contractor shall not be liable for any damages, loss, or injury resulting from future use of the provided documents for other than the project specified, when the Contractor is not the company of record.

PAYMENT(S)

Payment(s) shall be made after satisfactory performance of work required during the course of the Contract, in accordance with all of the provisions thereof, and upon receipt of properly completed invoices. TOWN OF LA PLATA reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any modifications thereto.

DISCLOSURE OF CONTENTS OF PROPOSALS AND BIDS

Subject to the exception for confidential information noted below, after an award, all proposals shall be open to public inspection, and at and after bid opening; the contents of a bid and any document submitted with the bid shall be open to public inspection.

However, TOWN OF LA PLATA shall deny inspection of any part of a proposal or bid that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to Title 4 of the General Provisions Article of the Maryland Annotated Code. IT SHALL BE THE RESPONSIBILITY OF THE BIDDER, OFFEROR, OR CONTRACTOR TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND SHALL IDENTIFY THE DATA OR OTHER MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, TOWN OF LA PLATA disclaims responsibility for disclosure of any such material in the public record.

If a Contract is awarded to a bidder, offeror, or contractor as a result of the submission of restricted information, TOWN OF LA PLATA shall have the right to duplicate, use or disclose the data to the extent consistent with TOWN OF LA PLATA'S need in the procurement process.

A bidder, offeror or contractor agrees to indemnify, protect and save harmless TOWN OF LA PLATA, its officers, agents, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the confidentiality of the material sought to be protected.

INCURRING COSTS

TOWN OF LA PLATA shall not be liable for any costs incurred by the Contractor prior to the issuance of the contract.

NOTICE OF POLITICAL CONTRIBUTIONS

The Contractor agrees, in accordance with the current Maryland Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements, as amended from time to time, to which the Contractor may be subject.

COOPERATIVE PURCHASES

1. Acceptance of this bid and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities and/or services.
2. All purchase and payment transactions shall be made directly between the Contractor and the requesting entity. TOWN OF LA PLATA assumes no obligation on behalf of any other public entity.

ARITHMETICAL ERRORS

Any errors in computations shall be corrected when the proposals are canvassed.

GENDER NEUTRAL CLAUSE

Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

SOVEREIGN IMMUNITY

By entering into this Contract, TOWN OF LA PLATA and its "employees," as defined in the Local Government Tort Claims Act, §§5-301, *et seq.* of the *Courts and Judicial Proceedings Article*, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of TOWN OF LA PLATA and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

NO INDIVIDUAL LIABILITY

No elected official, appointed official, employee, servant, agent, or law enforcement officer shall be held personally liable under this Contract and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

SUFFICIENT APPROPRIATIONS

TOWN OF LA PLATA'S financial obligations, if any, under this Contract are contingent upon sufficient appropriations and authorization being made by TOWN OF LA PLATA for the performance of this Contract. TOWN OF LA PLATA'S decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Contract and shall be final.

SEVERABILITY

In the event any portion of this Contract is found to be unconstitutional, illegal, null, or void, by a court of competent jurisdiction, it is the intent of TOWN OF LA PLATA to sever only the invalid portion or provision, and that the remainder of the Contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Contract, or unless deletion of the valid portion would produce a result inconsistent with the purpose and intent of TOWN OF LA PLATA in entering into this Contract.

ENTIRE AGREEMENT

The parties hereto agree that the above writing constitutes the entire Contract between them concerning this matter and that there are no understanding, promises, or arrangements binding either part hereto that have not been written herein. The parties further agree that this Contract can be amended only by written agreement signed by the parties hereto.

CHOICE OF LAW

This Contract shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Charles County, Maryland.

DEFAULT IN COMPLETION

The Project Manager shall determine the number of working days that the Contractor is in default in completing the Contract and shall certify the same to the TOWN OF LA PLATA in writing. For each calendar day so certified, the Contractor shall pay to the Town of La Plata the sum of five hundred dollars (\$500.00) per day, which sum is hereby agreed upon, not as a penalty, but as liquidated damages which the Town of La Plata will suffer by reason of such default; provided, however, that the Town of La Plata may, as hereinafter provided, extend the time for completion of the work beyond the Contract time. The Town of La Plata shall be fully authorized and empowered to deduct and retain the amount of any damages, determined as hereintofore stipulated, for each day that the Contractor shall be in default in completing the work after the time fixed in the Contract or after any later date to which time for completion may have been extended by the Town of La Plata, from any monies due or to become due the Contractor under the

Contract, at any time after such damages are so incurred. The permitting of the Contractor to finish the work or any part of it after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Town of La Plata of any of its rights under the Contract.

CURRENT ESTIMATES

The Contractor shall submit a monthly estimate to the Project Manager, such as the Contractor believes to be just and fair, of the amount of work done at each site under this Contract. Such estimate shall not be required to be made by strict measurements but may be approximate only and shall be subject to correction later estimates.

Upon the approval of the current estimates, the Contractor shall be paid ninety-five (95) percent of each of the total amount of the estimate; however, the Town of La Plata shall retain five (5) percent of the current estimate. Payments on current estimates may be at any time withheld if, in the judgment of the Project Manager, the Contractor is not complying with the terms of the Contract.

MEASUREMENT OF WORK AND MATERIAL

All quantities of work and material to be paid for shall be measured and determined by the Project Manager according to the Contract Documents and drawings, and the working lines that may be given. No allowance shall be made for any excess work, except where such excess material has been supplied or work done by a change order of the Project Manager and in the absence of default or negligence on the part of the Contractor. Should the dimensions of any part of the work or the materials be less than those required by drawings or the directions of the Project Manager, only the actual quantities placed shall be allowed in measurement.

ADDITIONAL INSPECTION

In the event the Contractor fails to perform in a timely manner and the project is not completed within the Contract time, the Contractor shall be required to compensate the TOWN OF LA PLATA for the cost of additional inspection services incurred by the TOWN OF LA PLATA.

Costs for additional inspection services shall be computed as follows:

Two and one-half times direct payroll costs of TOWN OF LA PLATA personnel involved, plus reimbursement for actual travel, subsistence, telephone, printing, and other direct expenses at cost.

These costs shall be deducted from the Contractor's monthly payment and shall be paid by the Contractor in addition to any liquidated damages the Contractor's may be charged with. The Contractor's monthly payment and the contract price shall be adjusted by a Change Order.

EVIDENCE OF PAYMENT

The Contractor shall furnish the Project Manager with satisfactory evidence, before or within ten (10) days after the final completion of acceptance of the site work under the Contract, that all persons, partnerships, and corporations who have done work or furnished materials under this Contract, or in or about the work contracted for, and who have given written notice to the Project Manager of claims against the Contractor on account thereof, have been fully paid or secured. In the event such evidence is not furnished by the Contractor, such amount shall be withheld as may be deemed necessary by the Project Manager out of any money due to the Contractor under the Contract until such claims have been fully discharged or such notice withdrawn.

The Project Manager may also, with the written consent of the Contractor, use the money retained, due or to become due under the Contract, for the purpose of paying both labor and materials for the work, for which claims have not been filed with the Project Manager.

FINAL ESTIMATE

When the Project Manager shall deem that the Contractor shall have fully completed work under the Contract, the Project Manager shall make a written final estimate, based upon actual measurements of the whole amount of authorized work done TOWN OF LA PLATA. The completion of the work and the amount of the final estimate. All current estimates are subject to correction in the final estimate. The Project Manager's measurements, upon which the final estimate is based, shall be deemed to be, and shall be, final and conclusive.

Upon approval of the final estimate, the Project Manager shall notify the Contractor, in writing, of the acceptance of the work and transmit to the Contractor a copy of the final estimate. The Project Manager shall deduct five percent (5%) of the total contract sum and shall hold said sum for a period of three (3) months from and after the date of payment of the final estimate, as herein below stipulated. Such part as may be necessary, or all, of said retained sum shall be applied to any expense to which TOWN OF LA PLATA may be subjected during said period of three (3) months, in repairing any defect in the work under this Contract which may be deemed to have been caused by failure of the Contractor to comply with the terms of the Contract, or to any breach of the Contract whatsoever on the part of the Contractor. The Project Manager shall be empowered to make any required repairs or renewals during said period, without notice to the Contractor if it shall judge such action to be necessary, or if, after notice, the Contractor shall refuse or neglect to do said required work or make satisfactory progress thereon, within such period as the Project Manager shall consider necessary or reasonable.

Within fifteen (15) calendar days after the approval of the final estimate, TOWN OF LA PLATA shall pay to the Contractor the amount remaining after deducting from the total amount of the final estimate all such sums as have theretofore been paid to the Contractor under the provisions of the Contract and also such amounts as the Project Manager has or may be authorized under the Contract to reserve or retain.

Three (3) months succeeding the payment of the final estimate, paid as above stipulated, TOWN OF LA PLATA shall pay to the Contractor all sums reserved or retained, less such amounts as it may be empowered under the provisions of the contract to permanently retain.

CODES AND ORDINANCES

It is understood and agreed that the Contractor is familiar with all Federal, State, County, and Local codes and ordinances which govern the work as required in this Contract and that nothing in or omitted in these Specifications and any Drawings shall relieve the Contractor of full responsibility for compliance with the law.

NOTIFICATION OF PROJECT MANAGER

Contractor shall notify the Project Manager at least twelve (12) hours prior to commencing work, if work has been suspended for any reason other than normal non-working days. Violation shall result in material or work being declared unsatisfactory and being removed or redone at the Contractor's expense.

SATURDAY, SUNDAY, AND HOLIDAY WORK

No material shall be placed on Sundays, Holidays, or after 6:00 p.m. on work days without the prior written consent of the Project Manager. Violation shall result in material being removed at the Contractor's expense.

PROTECTION OF WORK, PROPERTY, AND PERSONS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety

of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work or any other person(s) who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of this Contract.

The Contractor shall, as necessary, place their personnel at the project site(s) to assure protection. All costs shall be borne by the Contractor. Any and all damages with or without personnel of the Contractor present shall be made good by the Contractor.

In case of suspension of work for any cause, the Contractor responsible for the Contract shall take such precautions as may be necessary to prevent damage to the work, all material or equipment to be incorporated therein, whether in storage or off site, and other property at the site or adjacent thereto, provide for proper drainage, temporary heat, light, and other required utilities and services and shall erect any necessary temporary structures, signs, or other facilities at the Contractor's expense. In addition, if applicable, the Contractor shall properly and continuously maintain in acceptable growing condition of all living material in newly established plantings, seedings, and sodding furnished, under this Contract, and shall take adequate precautions to protect the new and existing growth against injury.

ADJUSTMENT OF UTILITIES

It shall be the Contractor's responsibility to adjust the utilities within the road section and shoulder as needed to perform work

Payment for the adjustment of the service utilities is the Contractor's responsibility. Payment for damaged utilities shall be the Contractor's responsibility.

WATER SUPPLY

The Contractor shall provide at his own expense such quantities of clean water as may be required for any and all purposes under this Contract. The Contractor shall take particular care to furnish their employees with pure and wholesome drinking water. All sources of water supply to be used by the Contractor in connection with the works shall be subject to the approval of the Project Manager and shall be indicated to the Project Manager by the Contractor five (5) days before beginning work, so that examinations of said supplies can be made.

SANITARY ARRANGEMENTS

Approved sanitary conveniences for the use of laborers and others employed on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor, in such manner and at such points as shall be approved or directed, and their use shall be strictly enforced. The collections in the same shall be disinfected or removed as necessary.

ADJUSTMENT OF ROAD STRUCTURES

It shall be the Contractor's responsibility well in advance of the beginning of work to notify all public utility corporations, municipal bureaus or owners to make all necessary adjustments to public utility fixtures and appurtenances within or adjacent to the limits of construction. Unless otherwise specified, these adjustments shall be made by the Contractor and in advance of construction, and the work shall be considered incidental to paving operations.

The Contractor shall be held responsible for any damage to the surface or subsurface utility installations during work under this Contract, and any so damaged, shall be replaced or repaired at the Contractor's expense. Any expense resulting from damage to utility structures by the Contractor shall be charged

against the Contractor and deducted from any monies due or to become due to the Contractor.

TIMBER AND BRUSH

All cut timber and brush shall be removed from the site of the work each work day unless otherwise directed.

CONSTRUCTION OF RIGHT OF WAYS

The Contractor shall not move any equipment or materials in the right of way or construction strips and shall not commence any clearing within the right of way until authorized to do so by the Project Manager. The Contractor shall confine his operations strictly within the limits of the right of way and these construction strips, unless the Contractor has the prior written permission of the owner of the adjacent property to occupy additional ground. Trees in the construction strips shall not be cut down except with the written permission of the owner of the property. Trees within the limits of the right of way may be cut down unless otherwise indicated or directed by the Project Manager.

The Contractor shall so conduct his work in the vicinity of right of ways so that there shall be a minimum of disturbance of the properties crossed. Fences shall be disturbed as little as possible and if damaged or removed shall be replaced at the cost of the Contractor to the satisfaction of the property owner.

CONSTRUCTION IN THE VICINITY OF TREES

In right of ways, the Contractor shall be permitted, where the tree in question does not come under the jurisdiction of the La Plata Forest Conservation Program, to cut down any trees, unless otherwise indicated on any drawings. In general, the State Department of Forestry has control over trees in public areas such as roads. Any other trees may be cut down only with the written permission of the Project Manager or owner of the adjacent property as the case may be. The Contractor shall execute due care not to injure trees, within or adjacent to the line of work, under the jurisdiction of the La Plata Forest Conservation Program. The Contractor shall carry on their operations in conformity with the requirements of the La Plata Forest Conservation Program without additional compensation over the price bid for the work.

LIGHTS, RAILINGS, AND WATCHMEN

The Contractor shall place sufficient lights on or near the work and keep them burning from twilight to sunrise. The Contractor shall erect suitable railings, fences, or other protection about open trenches, and provide all watchmen on the work, by day or night, that may be necessary for the public safety. The Contractor shall place proper guards and lights for the prevention of accidents during and after the delivery of materials and supplies and shall at all times take all necessary precautions to avoid accidents or injury to persons or property. The Contractor shall, upon notice from the Project Manager that the Contractor has not satisfactorily complied with the foregoing requirements, immediately take such measures and provide such means and labor to comply therewith as the Project Manager may direct, but the Contractor shall not be relieved of his obligations under the Contract by any such notice or directions. In case the Contractor shall not comply with an order with respect to guarding his work, the Project Manager may provide the required protection and the cost thereof shall be deducted from any monies due or to become due to the Contractor under the Contract. The Contractor shall not be relieved of his obligations under the Contract by any such action of the Project Manager.

SUPERVISION BY THE CONTRACTOR

No work shall be performed or material placed by the Contractor without a responsible representative of the Contractor present at all times. The Contractor shall supervise and direct the work. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site(s). The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be binding as if given to the Contractor. The supervisor shall be present on the site(s) at all times and required to perform adequate supervision and coordination of the work as determined by TOWN OF LA PLATA. If the Contractor's representative is not present all work shall be declared unsatisfactory and shall be removed at the Contractor's expense.

PIPELINES TO BE KEPT CLEAN

During the progress of the work and until the completion and final acceptance thereof by TOWN OF LA PLATA, the pipelines and their appurtenances should be kept thoroughly clean throughout. Obstructions or deposits, at any time discovered, shall be removed at once by the Contractor without extra compensation. After the completion of the work, the pipelines and their appurtenances shall be left clean, free, and in good order.

LAND

Site(s) shall be delivered to the Contractor "as is" of the date of these specifications.

PROTECTION OF STRUCTURES FROM BITUMINOUS MATERIALS

It shall be the responsibility of the Contractor to adequately protect the curb, gutter, and other adjacent structures when bituminous material is being applied. The Contractor may use any method that is normal practice, such as protective paper, courses of sand, etc. If any of the surrounding structures are defaced, they shall be repaired at the Contractor's expense. Within the paving area the Contractor shall protect manhole frames and covers and other similar utility road structures with paper or other means before applying bituminous material to the area.

After the bituminous paving course has been completed, it shall be the Contractor's responsibility to remove the protective covering and examine the various surrounding structures to see that they are unimpaired and that their covers are free and sit properly.

DEFECTIVE WORK

Neither the inspection or supervision of the work, nor the presence or absence of any employee of the Town of La Plata, Maryland during the execution of any part of the work, shall relieve the Contractor of any of his obligations under the Contract or of conforming his work to the lines, grades, and elevations given by the Project Manager; and defective work shall be made good and unsuitable material shall be rejected, notwithstanding that such work and material may have been previously overlooked and accepted or estimated for payment. If the work or any part thereof shall be found defective or to have been damaged, at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect, or injury, in a manner satisfactory to the Project Manager, without extra compensation therefore, even though said defect or injury may not have been due to any act, default, or neglect on the Contractor's part. All materials shall be carefully examined by the Contractor for defects, just before placing, and any found defectives shall not be placed in the work.

REMOVAL OF CONDEMNED MATERIAL

If any material brought upon the ground or selected for use in the work shall be condemned by the Project Manager as unsuitable or not in conformity with the Contract Documents, the Contractor shall forthwith remove it from the vicinity of the work, without delay, and upon his failure to do so, within 48 hours after receipt of notice, the condemned materials may be removed by the Project Manager, and the cost of said removal shall be deducted from any monies due or to become due the Contractor under the Contract.

CLEANING UP

On or before the completion of the work each day, the Contractor shall, without charge leave the line of the work in a clean and neat condition.

ALTERATIONS

TOWN OF LA PLATA reserves the right to change the alignment, grade, form length, dimensions or materials of the work under the contract, whenever any conditions or obstructions are met that render such changes desirable or necessary. In case such alterations make the work less expensive to the Contractor, a proper deduction shall be made from the Contract prices and the Contractor shall have no claim on this account for damages or for anticipated profits on the work that may be dispensed with. In case such alterations make the work more expensive, a proper addition shall be made to the Contract prices. Any such deduction or addition shall be determined by the Project Manager.

COMPLETENESS

All information required by this ITB shall be supplied to constitute a proper bid. TOWN OF LA PLATA shall not be responsible for the premature opening of bids if not properly addressed or identified.

LATE BIDS

Formal bids or amendments thereto received by TOWN OF LA PLATA after the time specified for bid opening shall not be considered. Bids received after the time specified for bid opening shall be returned unopened.

ITB-PVMT-2022-11
PAVEMENT OVERLAY AND MAINTENANCE

SPECIFICATIONS

1. INTENT

It is the intent of this ITB for TOWN OF LA PLATA to establish a unit price term contract with a qualified Contractor to provide all labor, materials, equipment, and supervision necessary to provide pavement overlay and maintenance throughout Town of La Plata, Maryland. The Contractor shall submit a copy of their Experience Modification Rating (EMR) with their bid.

The Project Manager may make additions or deletions to the work as outlined. Any change in quantities due to said additions or deletions shall not be justification for any change in the unit price for said quantities.

Other TOWN OF LA PLATA Departments/Divisions requiring the type of work specified may utilize this Contract based on the unit prices bid.

Whenever in this specification words such as State Highway Administration, Administration, State, etc. are used to indicate the approving authority, receipt of documents, etc., it shall be understood as referring to TOWN OF LA PLATA and/or the Town, as appropriate.

2. WORK HOURS

Work shall not commence prior to 7:00 a.m. or after 6:00 p.m. on a normal work day. Other Town areas shall be at the request of the Project Manager. There shall be no additional pay items for nighttime work. All compensation shall be incidental to the Contract line items.

3. CREWS

Work shall be subject to multiple crew requests by the Project Manager. If additional crews are not available within ten (10) business days, the Contractor shall be subject to the Breach of Contract terms and conditions of this Contract.

4. MATERIALS TESTING

The specifications for this Contract shall be those of the State Highway Administration entitled "Standard Specifications for Construction and Materials," dated January 2008, additions, or latest edition thereto. The Contractor's attention is specifically called to the requirements of the Standard Specifications for Construction and Materials under Section 504. The Project Manager reserves the right to request material testing at any given time.

5. HOT MIX ASPHALT PAVEMENT

In the preparation of this material and construction methods to be followed, the requirements of the specifications under Standard Specifications for Construction and Materials Sections 401, 902, 903, 915, and 917 inclusive of the Supplemental Specifications for the type of resurfacing shall apply.

The Contractor shall submit a source of supply letter and job mix formulas meeting the gradation requirements of Maryland Department of Transportation (MDOT) not exceeding 15% reclaimed asphalt product (RAP) with their bid submittal. The batch mix shall be reapproved by the Project Manager monthly or by request during pavement operations.

A. Refer to MDOT Construction Standards Section 504

Measurement and payment shall comply with MDOT section 504.04 and at the unit price

contract rate item bid.

4. SPECIAL PAVING INSTRUCTIONS

Where bituminous concrete paving is being applied to roads carrying traffic, all pavement courses exceeding two inches (2") in depth shall be matched with the abutting lanes on the same day. Where pavement courses of two inches (2") or less are placed, the Contractor shall have the option the abutting lane on alternate days.

The intention of this directive, however, is to continue to minimize the amount of longitudinal joint that is exposed to the traveling public. Wherever practical, abutting lanes shall be paved regardless of depth of pavement courses prior to weekends and anticipated temporary shutdowns of work under this Contract.

In areas where longitudinal joints are left exposed to traffic, warning signs shall be erected indicating "Uneven Pavement Joints." The signs shall be in accordance with State Highway Administration's Manual of Uniform Traffic Control Devices. They shall be placed 500 feet in advance of the uneven joint and spaced a maximum of 1,000 feet throughout the area of the uneven joint.

5. HOT MIX ASPHALT PATCHES

Refer to MDOT section 505 for standard specifications and measurement for payment.

6. BITUMINOUS CONCRETE SURFACE FOR ENTRANCES

When preparing their bid, the Contractor shall take into consideration that tie-ins shall be made at entrances as directed by the Project Manager.

All entrances shall be paved with bituminous concrete surface to the length, width, and depth determined by the Project Manager. Payment for the paving of entrances shall be by the price bid per ton for the item, which shall include all costs including but not limited to labor, material, supervision, overhead, equipment, tools, mileage, vehicle fuel, to complete this work.

All driveway tie-ins shall be paved within 48 hours of completion of preparation to the length, width, and depth determined by the Project Manager. Payment shall be by the price bid per ton for the item "Bituminous Concrete Surface Course for Driveway Tie-Ins."

7. BITUMINOUS CONCRETE CURB

This item shall consist of bituminous concrete curb placed and constructed according to the Specifications and Standards when and as directed. Standard No. MD-609.

8. PAVING MOBILIZATION FOR ASPHALT JOBS UNDER 40 TONS PER ROAD

Item shall pay for all equipment necessary to perform sawcutting, milling, sweeping, paving, and clean-up for storm drain culvert patches and water/sewer patches.

9. ASPHALT FOR SMALL PROJECTS UNDER 40 TONS PER ROAD

Item shall pay for all asphalt base and/or topping per unit contract price. Item shall include all incidental items such as but not limited to sawcutting, brooming, tack, and necessary cleanup. Small jobs shall be done in compliance with the Charles County Construction Standard Detail for Repairing Pavement R-2.48 or as directed by a Town of La Plata Representative

10. MILLING FOR SMALL PROJECT UNDER 40 TONS PER ROAD

Item shall pay for all milling for small projects under 40 tons per road.

11. ROAD WIDENER

The Contractor shall provide a road widener with operator (Blaw-Knox Model #RW100 or equal). Unit price bid shall include all costs including but not limited to labor, equipment, tools, supervision, overhead, fuel, hauling permits and transport costs to and from job site(s). Prior to the operation, pricing for trucking, materials, and labor associated with road widener operations shall be agreed upon with the Project Manager.

12. CRACK FILLING/SEALING

Refer to MDOT section 510 for standard specifications and measurement for payment.

13. MILLING EXISTING HOT MIX ASPHALT PAVEMENT

A. Description

This work shall consist of milling the existing asphalt pavement to the depth and at all locations specified in the project manual.

B. Construction

The machine for removing the asphalt pavement shall be a power operated planing machine or grinder (Roadtec RX-505 or equivalent) capable of removing, one pass, a layer of asphalt pavement no less than half the lane width to be removed. The machine shall be capable of accurately establishing profile grade control and shall have positive means for controlling slope elevation. The resultant surface shall be true to the established grade and shall be skid resistant.

Unless otherwise directed by the Project Manager, a tolerance of $\pm 1/8$ inch (3 mm) when using a 10-foot (3m) straight edge shall be maintained. The machine shall be capable of preventing dust from escaping into the atmosphere.

C. In addition to any other equipment required to remove debris behind the milling operation, a street sweeper equipped with a vacuum shall be used to remove the dust prior to returning the area to traffic. A truck mounted sweeper and collector (Tymco Model DST-6 or equivalent) shall be required at each job site.

D. Upon removal of millings, Contractor may deliver millings to Town of La Plata's Public Works Building (address listed below) or to a location deemed appropriate as directed by the Project Manager:

Town of La Plata Public Works - 7225 Crain Highway, La Plata, MD 20646

TOWN OF LA PLATA reserves the right to add or delete millings removal delivery sites.

E. Measurement and Payment

Milling existing hot mix asphalt pavement shall be measured and paid for at the Contract unit price per square yard. The square yard measurement shall be computed for the actual width and length measured along the area that has been milled. The payment shall be full compensation for mobilization, milling, sweeping, collecting, and disposing of milled material, as well as for all labor, material, equipment, and incidentals necessary to complete the work.

14. MAINTENANCE OF TRAFFIC/MARKINGS

All work shall be in accordance with the latest issue of the "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND MARYLAND DEPARTMENT OF TRANSPORTATION TRAFFIC CONTROL TYPICALS.

Traffic shall be maintained at all times throughout the entire length of this Contract, including public, private, and commercial entrances, road intersections, etc.

Equipment that is in use and requires temporary storage within the limits of this Contract and materials stored or stockpiled under this Contract shall be placed in a location which shall not be hazardous to the traveling public and as approved by the Project Manager.

Traffic cones used on this job shall be a minimum of 36 inches in height with the predominate color being orange in accordance with Section 6C-3 of the "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES." No improvisations shall be accepted. Barrels used for lane delineation or barricades shall meet State Highway Administration specifications.

The Contractor shall notify the Project Manager of any and all roads wholly or partially blocked 72 hours prior to closure so that the Project Manager may notify TOWN OF LA PLATA'S Department of Public Safety.

A. Pavement Markings

Refer to MDOT specification 554 for application and payment.

15. CERTIFIED FLAGGERS

All flaggers shall be required to pass an approved State Highway Administration flagger course and have their approved flagger card in their possession at all times while flagging. The State Highway Administration provides a "Train the Trainer" program for responsible parties.

Flaggers shall be governed by and be familiar with the latest editions of the MUTCH Part VI, Section 6E and Maryland's Standards and Specifications for Construction and Materials, Section 104.15.

- A. The Contractor shall submit a list on company letterhead of all certified flaggers and certifications with their bid.
- B. The Contractor shall ensure certifications remain current and shall provide updated certifications to the Project Manager upon request.
- C. If there are changes to the Contractor's personnel, the Contractor shall immediately provide certification documentation to the Project Manager for approval. Only pre-qualified personnel shall be eligible to work under this Contract. Failure to comply may result in termination of the Contract.

Failure to have adequate flagging shall be deemed a breach of contract and the terms and conditions contained in this Contract shall be enforced. Payment for traffic control on days where traffic control was not adequate shall not be paid or deducted or both from all requests for payment.

16. **QUANTITIES**

During the period of the Contract, the Contractor shall provide all service and material described in this Contract. TOWN OF LA PLATA shall have no obligation to the Contractor if any quantities listed are not required. Any quantities that are included in the bid specifications reflect the prior Annual usage of TOWN OF LA PLATA for the Contract. The amounts are only an estimate and the Contractor understands and agrees that TOWN OF LA PLATA is under no obligation to the Contractor to buy any set amount of products or services. The Contractor further understands and agrees that TOWN OF LA PLATA may require products or services in an amount less than or in excess of the estimated contract amount, and that the quantity of products or services actually rendered, whether in excess or less than, shall not give rise to any claim for compensation other than the total of the unit price in the Contract for the quantity of products or services actually procured.

For informational purposes only, following are total amounts expended by all TOWN OF LA PLATA departments/divisions during the last three fiscal years on this contract:

Fiscal Year	Expenditure
FY20 (July 1, 2019 through June 30, 2020)	\$449,232.00
FY21 (July 1, 2020 through June 30, 2021)	\$323,274.00
FY22 (July 1, 2021 through June 30, 2022)	\$524,417.00

17. **GUARANTEE**

The Contractor shall guarantee all materials furnished and work performed for a period of no less than one (1) year from the date of road pavement under this Contract and acceptance by TOWN OF LA PLATA. Guarantee shall be signed by the Contractor and notarized and provided to the Project Manager upon final acceptance of all work for each Project. Specific guarantee requirements include:

- A. Against all faulty or imperfect materials and equipment, subsidence of inferior application.
- B. That the work performed under this Contract shall be completed in a satisfactory and efficient manner in accordance with the requirements of these Contract Documents.
- C. No use or acceptance by TOWN OF LA PLATA of the work performed or any part therefore, nor any repairs, adjustments, replacements, or corrections made by TOWN OF LA PLATA due to the Contractor's failure to comply with any obligation under the Contract Documents, or other corrections made by TOWN OF LA PLATA, shall impair the guarantee obligations of the Contractor. The Contractor shall promptly take such corrective actions as may be necessary by reason of such defective work or material including the repairs of any damage to other parts of the work that may result from such defects at no additional cost to TOWN OF LA PLATA. TOWN OF LA PLATA shall give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be necessary by such defects, TOWN OF LA PLATA may do so and charge the Contractor the cost thereby incurred.
- D. This guarantee shall cover work performed by the Contractor and all subcontractors.

18. PRICING

All unit pricing shall include all costs including, but not limited to overhead, travel, mileage, vehicle fuel, materials, labor, equipment, fabrication, shipping, handling, and maintenance of traffic.

19. PAYMENT TERMS AND METHOD OF PAYMENT

The Contractor shall be issued a purchase order for the work required. Payment shall be made after final acceptance by TOWN OF LA PLATA of work completed at the site(s) and after submittal of invoice(s) in an itemized format for each site including, but may not be limited to, the following information:

- Purchase order number;
- Contract number;
- Location(s) of work and name of site(s);
- Date(s) work performed;
- Contract unit price;
- Copy of work completion certificate(s);
- Contractor's name and address;
- Invoice number; and
- Remit to address.

Services **shall not begin** until receipt of the purchase order or other notification by TOWN OF LA PLATA, Director of Operations or the Project Manager to proceed.

Invoices shall be submitted to:

TOWN OF LA PLATA
Operations Department
Public Works Division
305 Queen Anne Street
La Plata, Maryland 20646

Payment of invoices shall be made within thirty (30) calendar days, more or less, of receipt and approval by the Project Manager.

All items as described in the Contract shall be paid for on the basis of the unit contract pricing as specified, and such prices and payment shall be full compensation for all labor, materials, disposal, equipment, and incidentals necessary to complete the item as specified. Payment shall be authorized on a monthly basis by task order upon receipt of the properly itemized invoices for work completed and accepted by TOWN OF LA PLATA.

TOWN OF LA PLATA shall make deductions for any damages incurred by TOWN OF LA PLATA as a result of the Contractor's work from invoices and make payment for completed work.

20. CONTRACT PERIOD

- A. The term of this Contract shall be for one (1) year from date indicated in the Notice to Proceed, or otherwise indicated by TOWN OF LA PLATA, with the option of extending the Contract for four (4) additional one (1) year periods under the same terms and conditions.
- B. This Contract shall automatically be renewed unless notice of nonrenewal shall be made to the Contractor by TOWN OF LA PLATA or to TOWN OF LA PLATA by the Contractor at least ninety (90) calendar days prior to the contract Anniversary date which is the date in the Notice to Proceed or otherwise indicated by TOWN OF LA PLATA.

21. PRICE ADJUSTMENT

- A. All prices offered herein shall be firm against any increase from one (1) year from the effective date of this Contract.
- B. To compensate for the fluctuation of price for portions of the total of liquid asphalt cement used in hot mix asphalt (hereinafter, "HMA") for roadway pavement, the Contractor may request a price increase at least thirty (30) calendar days prior to commencement of subsequent renewal terms. TOWN OF LA PLATA will entertain the request for escalation considering TOWN OF LA PLATA'S budgetary and economic conditions.
- 1) The request shall include documentation calculating the annual change (higher or lower) in the price of liquid asphalt cement. The documentation shall include the annual index price, termed the Adjusted Base Index (hereinafter, "ABI"), by averaging the previous year monthly prices of asphalt cement maintained by the Maryland State Highway Administration of the average F.O.B selling price at the Contractor's supplier's terminal in Maryland. A Liquid Asphalt Cement Adjustment Value for pavement will be established only if the ABI exceeds or falls short of the Original Base Index (hereinafter, "OBI"), provided herein, by more than five (5) percent.
 - 2) The OBI established for liquid asphalt cement, which can be found at <https://mdasphalt.org/asphalt-index/>, for the base year of this Contract will be based on November 1, 2022 rate of \$661.67.
 - 3) Computations for Liquid Asphalt Cement Adjustment Value shall be as follows:
 - Where ABI is greater than the OBI Liquid Asphalt Cement Adjustment Value = Quarterly Tons x (ABI-5% OBI-OBI).
 - Where ABI is less than OBI Liquid Asphalt Cement Adjustment Value = Quarterly Tons x (ABI+5% OBI-OBI).
- C. If approved, any price adjustment will become effective the first date of the renewal term and shall be made on the actual quantity usage for asphalt cement.

22. EXTRA WORK

Extra work is not anticipated under this Contract, and no extra work shall be approved for any work caused by the Contractor's unfamiliarity with existing conditions. However, the Contractor shall do such extra work as may be ordered by a change order from TOWN OF LA PLATA, and no claim for extra work will be considered or allowed unless said work has been so ordered or approved in writing. No work on the proposed extra work will be started until the change order has been approved by the Project Manager.

If Extra work requires an adjustment to the work, the adjustment shall be based on one of the following methods:

- A. Mutual acceptance of a lump sum, properly itemized with Contract unit prices and supported by sufficient substantiating data to evaluate.

PAVEMENT FABRIC CONSTRUCTION SPECIFICATION

MATERIALS

The pavement paving fabric shall be furnished by an ISO approved manufacturer of polypropylene geo synthetics and is utilized to extend the service life of pavement overlays. The paving fabric shall be needle-punched, nonwoven and heat treated on one side and shall conform to the following physical and mechanical properties.

Property	Units (MARV)	Test Method	Minimum Avg. Roll
Mass Per Unit Area	oz/yd ² (g m/m ²)	ASTM D3776	4.1 (140)
Grab Tensile Strength	lb(N)	ASTM D4632	102 (450)
Grab Elongation @ Break	%	ASTM D1682	50
Mullen Burst Strength	lb (kPa)	ASTM D3786	200 (1378)
Asphalt Retention	gal/yd ² (l/m ²)	ASTM D6140	0.21 (1.04)

A Certificate of Compliance for the paving fabric used on the project shall be furnished by the manufacturer to the Director or the designee. The paving fabric shall be supplied in protective cover or wrap that is capable of protecting the fabric from ultraviolet rays, abrasion, and water. Mirapave® 500 or approved equal paving fabric should be used. Mirapave® 500 is available from MIRAFI® Construction Products, (888) 795-0808 or (706) 693-2226. www.mirafi.com.

Asphalt Sealant: The director or the designee shall approve asphalt cement. A grade asphalt of the same type used in the manufacturer of the hot mix asphalt for the overlay should be acceptable.

EQUIPMENT

Asphalt Distributor: The distributor must be suitably metered and capable of spraying the asphalt cement uniformly and at the prescribed application rate. No drilling or skipping shall be permitted.

Fabric Handling Equipment: A tractor or similar mechanical device with mounted lay-down equipment that is capable of handling full rolls of fabric shall be used. The equipment shall be capable of laying the paving fabric smoothly without excessive wrinkles and/or folds.

Miscellaneous Equipment: Stiff bristle brooms used smooth, and scissors (or blades) used to cut the paving fabric shall be provided by the installer. A pneumatic-tired roller may be needed in some cases to smooth paving fabric into the asphalt cement.

INSTALLATION PROCEDURE

Surface Preparation: The surface on which the paving fabric is to be placed shall be free of dirt, water, vegetation and other foreign materials. Open cracks less than an inch wide shall be filled with sand mixed asphalt as directed by the Director or designee. Cracks larger than an inch or holes shall be filled with cold or hot mix asphalt. The use of leveling course may be required prior to placing the paving fabric in severe cases.

Application of Sealant: The asphalt cement and binder must be uniformly spray-applied at the specified rate. The quantity required may vary with the surface condition of the existing pavement (e.g., degree of porosity) but shall be applied at a normal rate of 0.25 gallons per square yard of residual asphalt.

Application of asphalt cement shall be performed by truck-mounted distribution equipment whenever possible, with hand spraying kept to a minimum. The temperature of the asphalt cement must be sufficiently

high to permit a uniform spray pattern. The minimum recommended temperature for asphalt cement is 290°F and should not exceed 325°F at the contact surface.

Paving Fabric Placement: The paving fabric shall be placed onto the asphalt cement with a minimum of wrinkles before the asphalt can cool or lose its tackiness. The paving fabric shall be placed so that the non-heat treated (bearded or fuzzy) side is placed downward, into the sealant, thus providing optimum bond between fabric and pavement during the construction process. As directed by the Director or designee, wrinkles severe enough to cause "folds" shall be slit and laid flat in the direction of paving operations. Brooming the paving fabric shall assist it in making intimate contact with the pavement surface.

Any overlap of the paving fabric should be minimized, although an overlap of 1 to 3 inches is recommended to ensure full closure of overlapping layers. Transverse joints should be shingled (overlapped) in the direction of paving operations to prevent edge pick-up by the paver. The contractor installing the paving fabric must prove that they have at least 4 years' experience in placing paving fabric.

In the event that asphalt cement should bleed through the paving fabric before the hot mix asphalt is placed, it may be necessary to absorb any visible sealant by spreading sand or hot mix asphalt over these areas. This should minimize the tendency for construction equipment tires to lift the paving fabric when driving over it. Turning of paving equipment and other vehicles on the paving fabric must be kept to a minimum to avoid movement or damage to the fabric.

PG 64-22
REPORT OF ANALYSIS

ITS/CB Ref. # 2006-002751-PHIL
SAMPLE #: 2006-002751-PHIL-001
LOCATION APEX Baltimore, MD
PRODUCT: Asphalt PG64-22
DATE SAMPLED: 05/01/2005

CLIENT: Valero
TAKEN FROM: TK175-20 A/D PENN 210
REF#: R-259361, Lot #5
DATE SUBMITTED: 05/02/2006

TEST SPECIFICATIONS	RESULT	UNIT/TEMP ORIGINAL BINDER	METHOD
SmokePoint	185	deg C	FM-5-519 Report
Rash Point, COC	346	deg C	AASHTO T48/ASTM D92 m. 230 deg C
Specific Gravity 60°F	1.0422		AASHTO T228 REPORT
Specific Gravity 77°F	1.0363		AASHTO T228 REPORT
API Gravity	4.3		AASHTO T228 REPORT
LBS. /GAL.	8.678		AASHTO T228 REPORT
Viscosity @ 135°C	420	cP	AASHTO T316-02/D4402 Mix. 3000 cP
Viscosity @ 165°C	1201	cP	AASHTO T316-02/D4402 Max. 3000cP
mixing temp. rnn/max	153/159	deg C	AASHTO T316-02/D4402 REPORT
compaction temp. mm/max	141/146	deg C	AASHTO T316-02104402 REPORT
PHASE ANGLE (DELTA)	87.1	degrees 64 deg C	AASHTO T31 5.02108 REPORT
G'/Sin Delta	1.2471	kPa	AASHTOT315-02/0B Mm. 1.0kPa
		RFTP Residue	
PHASE ANGLE (DELTA)	84.0	degrees 64 deg C	AASHTO T3 1 5-02/RTFO REPORT
G'/Sin Delta	3.2500	kPa	AASHTO T315-02/RTFO Mm. 2.2 kPa
% Gain	0.014	%	AASHTO T240-97/D2872 REPORT
		PAV Residue	
PHASE ANGLE (DELTA)	50.0	degrees 25 deg. C	AASHTO T315-02/PAV REPORT
G'/Sin Delta	2627	kPa	AASHTO T315-02/PAV Max. 5000 kPa
Creep Stiffness @ S60	173	MPa -12deg C	AASHTO T313-02 Max. 300.0 MPa
M-VALUE @60	0.346		AASHTO T313-02 Min. 0.300

ANALYSIS REQUESTED BY SUE FITZPATRICK, ASPHALT MARKETING
Intertek Caleb Brett Philadelphia
Intertek Caleb Brett
327 Erickson Ave., PO Box 190, Essington, PA 19029
Phone: (610) 521-1725, Asphalt Lab Fax: (610) 521-2694

Technical Data

MIRAFI

Innovative Geotextiles

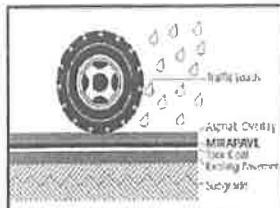
product Mirafi® Mirapave® Nonwoven Asphalt Overlay Fabric

Mirafi® Mirapave® Technical Data (All values are minimum average roll values)

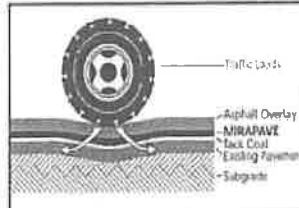
Property	Test Method	Units	Mirapave® 400	Mirapave® 500	Mirapave® 600	Mirapave® 700
Grab Tensile Strength	ASTM D 4632-91	kN (lbs)	0.40 (90)	0.45 (102)	0.53 (120)	0.8 (180)
Grab Tensile Elongation	ASTM D 4632-91	%	50	50	50	50
Grab Tensile Asphalt Saturated	ASTM D 4832-91	kN (lbs)	0.89 (200)	0.89 (200)	-	-
Grab Tensile Elongation - Asphalt Saturated	ASTM D 4832-91	%	40-70	40-70	-	-
Mullen Burst Strength	ASTM D 3786-87	kPa (psi)	1240 (180)	1378 (200)	1585 (230)	2412 (350)
Asphalt Retention	ASTM D 6140-00	l/m ² (gal/yd ²) (oz/ft ²)	1.13 (0.25) (3.5)	1.13 (0.25) (3.5)	1.09 (0.24) (3.4)	1.4 (0.28) (4.0)
Change in Area Asphalt Saturated	TX DOT 3099	%	+/- 15	+/- 15	-	-
Melting Point	ASTM D 278-00	°C (°F)	163 (325)	163 (325)	163 (325)	150 (300)
Mass Per Unit Area	ASTM D 5261-01	g/m ² (oz/yd ²)	122 (3.6)	140 (4.1)	156 (4.6)	203.4 (6.0)

Mirafi® Mirapave® Packaging

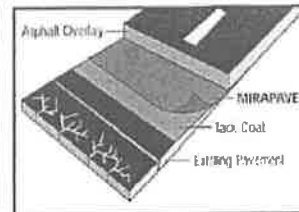
Physical Property	Units	Mirapave® 400	Mirapave® 500	Mirapave® 600	Mirapave® 700
Roll Width	m ft	3.2 3.8 4.4 10.3 12.5 14.5	3.2 3.8 4.4 10.3 12.5 14.5	3.81 12.5	3.8 12.5
Roll Length	m ft	110 110 110 360 360 360	110 110 110 360 360 360	110 360	110 360
Roll Area	m ² yd ²	351 418 484 420 500 580	351 418 485 420 500 580	418 500	418 600
Estimated Roll Weight	kg lbs	62 62 72 115 137 159	81 72 84 134 159 184	20 178	101 222



Mirapave® provides a waterproof barrier for sub-grade foundation protection.



Mirapave® improves the fatigue resistance of the overlay to traffic loads (stress relieving layer).



Mirapave® reduces the reflection of an existing crack through the new overlay.

www.mirafi.com

WARRANTY

MIRAFI Construction Products assumes no liability for the accuracy or completeness of this information or for the ultimate use by the purchaser. MIRAFI disclaims any and all express, implied, or statutory warranties, including without limitation any implied warranty as to merchantability or fitness for a particular purpose or arising from a course of dealing or usage of trade as to any equipment, materials, or information furnished herewith. This document should not be construed as engineering advice.

LT-P03-MPAVE-06/04

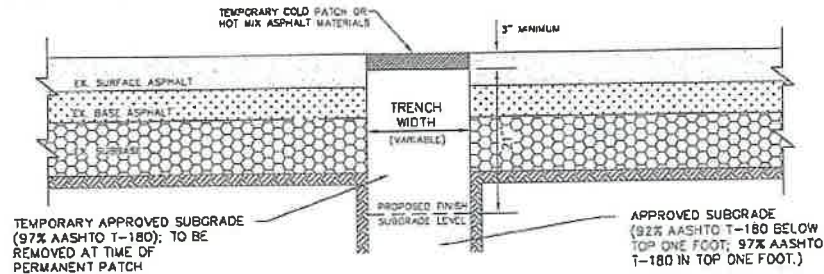
CORPORATE OFFICE

365 South Hubbard Drive • Porterville, CA 93257
(805) 705-0838 • (703) 833-2220 • Fax (705) 693-4400

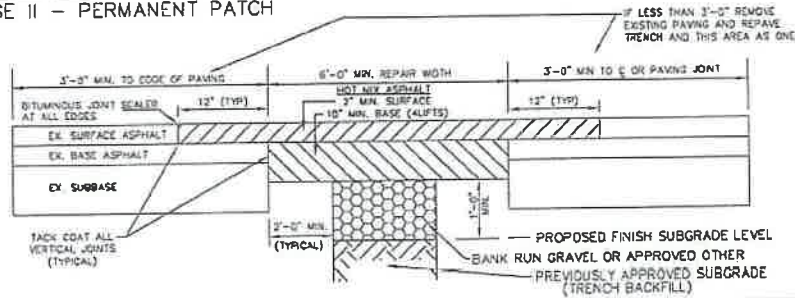


Ten Cate Nicolson

STAGE I - TEMPORARY PATCH



STAGE II - PERMANENT PATCH



GENERAL NOTES

1. The open pavement cut must be saw-cut to create straight, neat, vertical joints immediately prior to the installation of the permanent patch. Clean thoroughly before paving.
2. The initial open pavement cut and utility trench must be backfilled, compacted, and resurfaced with 3" (compacted depth) of temporary cold patch or hot mix asphalt (HMA) the same day that the cut is made, unless otherwise approved by the County Highway Engineer. The use of steel plates in the surface of the roadway to cover an open cut or trench must be approved by the Highway Engineer and installed in accordance with the County's blanket permit requirements specified in the conditions titled "Specifications and Submittal Requirements for Pavement Cuts for Utilities".
3. The permanent patch must be installed per Charles County standards and completed within ten (10) working days of the initial open cut. Exceptions to this time period will be public/private utility companies with a current blanket permit, when asphalt joints are closed during the winter months, or when the amount and surface temperatures do not meet required County specifications at time of placement. Blanket permit holders must adhere to the permit requirements specified in the conditions titled "Specifications and Submittal Requirements for Pavement Cuts for Utilities".
4. Tack coat all vertical joints between existing bound paving and proposed hot mix asphalt permanent repair before the HMA is placed. A bituminous joint sealer must be applied at the surficial edges for all permanent pavement patches where the existing asphalt has been cut.
5. All work and materials used shall be tested in accordance with the Charles County Standard Specifications for Construction Manual, including but not limited to compaction, concrete compressive strength (if applicable), surface tolerances, etc. All work must be certified by a Professional Geotechnical Engineer registered in the state of Maryland.
6. Additional milling and overlay areas will be evaluated on a case by case basis dependent upon the number, size, and locations of the proposed utility pavement cuts. The minimum depth of milling and/or thickness of overlay shall be 1-1/2". Open pavement cuts within the shoulder area will not require unnecessary milling or surface asphalt cut-back into an adjacent travel lane.
7. If appropriate for the type of construction or repair, the keyhole technique may be used as an alternative to the conventional pavement cut, in accordance with Section 02013 of the Charles County Standard Specification for Construction Manual.

CHARLES COUNTY GOVERNMENT
DEPARTMENT OF PLANNING & GROWTH MANAGEMENT

APPROVED: *[Signature]* DATE: 4/27/24
COUNTY ENGINEER

STANDARD DETAIL
REPAIRING PAVEMENT
OPENINGS FOR UTILITY
TRENCHES IN
FLEXIBLE PAVING

REVISIONS

R
2.48

**FISCAL YEAR 2023
(JULY 1, 2022 THROUGH JUNE 30, 2023)
PROPOSED PAVING LIST**

#	Street Name	Town Area / Subdivision	Length	Width Ft	Sq Yrds	Miles
1	St Mary's Avenue	Centennial St to Charles St	746	25	2072	.14
2	Howard Street	Off St Mary's Ave	600	30	2000	.11
3	Clarks Run Road	E Patuxent to 515 Clarks Run Rd	1186	30	3953	.22
4	Silver Linden Drive	Clarks Run Rd to Park	358	20	796	.07
5	Silver Linden Drive	Clarks Run Rd to Redwood Cr	1295	25	3597	.25
6	River Birch Drive	Clarks Run II – Entry Lane	264	20	587	.05
7	River Birch Drive	Clarks Run II – Exit Lane	264	20	587	.05
8	Alder Court	Clarks Run II	233	32	828	.04
9	Alder Court	Alder Court – Cul-de-sac section	92	73	746	.02
10	Redwood Circle	Clarks Run II (F/O 1396)	191	40	849	.04
11	Haldane Drive	Off Rt 6 West	975	35	3792	.18
12	Haldane Court	Off Haldane Drive	158	35	614	.03
13	Haldane Court	Haldane Ct – Cul-de-sac section	84	85	794	.02
14	Walnut Hill Road	Off Rt 6 West	892	20	1982	.17
15	Shining Willow Way	Washington Ave to Crain Hwy	1466	50	8144	.28
16	Thomas Jefferson St	Off Washington Ave, Wash Sq	885	32	3147	.17
17	Dulles Street	Off Washington Ave, Wash Sq	615	32	2187	.12
18	Madison Street	Off Washington Ave, Wash Sq	604	32	2148	.11
19	Kennedy Place	Off Washington Ave, Wash Sq	151	32	537	.03
20	Agricopia Drive	La Plata Rd to 1013 Agricopia Dr	920	38	3884	.17
21	Agricopia Drive	Entry Only Lane Off La Plata RD	150	20	333	.03
22	Barley Drive	Agricopia	600	36	2400	.11
23	Suffolk Drive	Wales Dr to Wiltshire Dr	674	35	2621	.13
				SUM:	48,597	2.54

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

1. I am the President and the authorized representative of the firm of
Title

C. A. Bean, INC
Name of Corporation

whose address is 21603 Bean Family Lane, California, MD 20619
and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, nor any of its employees directly involved in obtaining contracts with the State or any County, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).

3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the individuals involved and their position with the firm, and the sentence or disposition, if any.

NONE

4. I acknowledge that this affidavit is to be furnished to TOWN OF LA PLATA and, where appropriate, to the Board of Public Works and to the Attorney General pursuant to Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, TOWN OF LA PLATA may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland, which provide that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

12/16/2022
DATE

William B. Bean
SIGNATURE

SUBCONTRACTORS AND SUPPLIERS

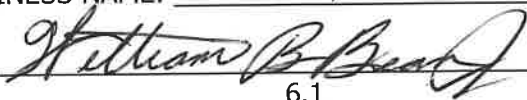
The Contractor shall supply the name, address, phone number, and trade of each subcontractor and supplier proposed to employ under this Contract. Changes necessary for unforeseen reasons shall be submitted in writing to the Project Manager or duly authorized representative.

Any person undertaking a part of the work under the terms of the contract, by virtue of an agreement with the Contractor who, prior to such undertaking, shall receive the prior approval of the main Project Manager. TOWN OF LA PLATA may terminate the contract if subcontracting is performed without TOWN OF LA PLATA'S approval.

(If no Subcontractors are used, enter none)

Subcontractor's Type of Work, or Supplier's Type Of Equipment	Name	Address
Paving Fabric Crack Sealing	American Paving Fabric, INC	6910 O'Conner Road Hanover, MD 21076
Pavement Marking & Striping	Copenhaver, INC	P.O. Box 494 California, MD 20619
Type text here		

CONTRACTOR'S LEGAL BUSINESS NAME: C. A. Bean, INC

AUTHORIZED SIGNATURE:  DATE: 12/16/2022

**STATE OF MARYLAND
TOWN OF LA PLATA**

SUBCONTRACTOR'S AND SUPPLIER'S PARTIAL RELEASE AND WAIVER OF LIEN

TO: Town of La Plata, Maryland
Attention: Operations Dept / Procurement Office
305 Queen Anne Street
La Plata, Maryland 20646

The undersigned being duly sworn, deposes and says that he/she is the _____
(Title)

of _____
(Company Name)

which is a Subcontractor/Supplier whom entered into a subcontract dated _____, with

(Contractor)
relating to the furnishing of materials, labor and/or equipment for work performed in accordance with ITB
_____ (hereinafter "Contract") for the Town of La Plata, Maryland (hereinafter, "TOWN OF LA PLATA").

Subcontractor/Supplier acknowledges the timely receipt of \$_____ in consideration of,
and as partial payment, less retainage, if applicable, for any and all labor, services, supplies, materials,
equipment, or other work furnished by the sub-contractor/supplier up to _____ the date of
_____ on the above-described premises, improvements in with the
subcontract/purchase order and related extra work or change orders thereto.

Subcontractor/Supplier certifies that the above sum does not include any consideration or payments for
work or debt incurred on any other premises, improvements or contract, or any consideration for payment
or antecedent debts of any kind to any company or individual. Subcontractor/Supplier further certifies in
consideration and receipt of payment of the above sum for work performed through the indicated period,
that Subcontractor/Supplier hereby waives, remises, releases and forever discharges TOWN OF LA PLATA
from any and all rights, demands, claims, liens or rights to lien of whatsoever nature or character which
said Subcontractor/Supplier now has or ever had against TOWN OF LA PLATA and their successor and
assigns, which have arisen or may arise out of or incidental to work undertaken or done under or in
connection with the Subcontract/Purchase Order and related extra work or change orders thereto, up to
the date of _____. No action or inaction by TOWN OF LA PLATA subsequent to the date this
Partial Release and Waiver of Lien is executed shall void or diminish the effect of this release.

Subcontractor further certifies that all charges for labor, materials, supplies, equipment, lands, licenses,
laborers, mechanics, suppliers, subcontractors or others, or other expenses for which TOWN OF LA PLATA
might be sued or for which a lien might be filed, have been fully satisfied and paid, and in consideration
of payment hereunder hereby waives, for itself, its subcontractors, materialmen, successors and assigns,
all claim and lien rights arising out of performance of the Subcontract/Purchase Order and related extra
work or change orders thereto during the indicated period. Subcontractor/Supplier certifies that no
laborers, mechanics, suppliers, materialmen or subcontractors, this Subcontractor/Supplier, or others, are
or shall be entitled to assert any rights, demands, claims, liens or rights to lien against the above described
premises, improvements, contract, TOWN OF LA PLATA on the above-described contract and related extra
work or change orders thereto.

Subcontractor/Supplier hereby specifically agrees that it shall defend, indemnify and save harmless TOWN

OF LA PLATA from and against all liens, suits, actions, claims or demands of the above described laborers, mechanics, materialmen, suppliers, subcontractors, this Subcontractor/Supplier, or others, filed against TOWN OF LA PLATA of the building, structures, additions or improvements constructed under the above described contract or arising out of the Subcontractor's or Supplier's work or any extra work or change orders thereto through the indicated period. Subcontractor/Supplier specifically agrees that it shall pay to TOWN OF LA PLATA all costs, including reasonable attorney's fees, incurred because or in defense of any such suits, actions claims or demands.

Subcontractor/Supplier further certifies that he is complying with all laws, regulations and agreements governing the withholding and paying of employment taxes, union dues or other union requirements, and any other obligations related to employment of laborers by him, and any other federal, state or local taxes or fees incurred by him in the course of his business, and further, that no chattel mortgage, conditional bill of sale or retention of title agreement has been given or executed for or in connection with any material, appliances, machinery, fixtures or furnishings placed upon or installed in the aforesaid premises.

IN WITNESS WHEREOF, the Subcontractor/Supplier has executed this receipt, Partial Release and Waiver of Lien this _____ day of _____, _____.

BY: _____

TITLE: _____

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 20__.

(NOTARY PUBLIC SIGNATURE AND SEAL)

My commission expires _____

**STATE OF MARYLAND
TOWN OF LA PLATA**

SUBCONTRACTOR'S AND SUPPLIER'S FINAL RELEASE AND WAIVER OF LIEN

TO: Town of La Plata, Maryland
Attention: Operations Dept / Procurement Office
305 Queen Anne Street
La Plata, Maryland 20646

The undersigned being duly sworn, deposes and says that he/she is the _____
(Title)

of _____
(Company Name)

which is a subcontractor/Supplier whom entered into a subcontract dated _____,

with _____
(Contractor)

relating to the furnishing of materials, labor and/or equipment for work performed in accordance with Contract Number – Purch _____ (hereinafter "Contract") for the Town of La Plata (hereinafter, "the Town").

Subcontractor/Supplier hereby waives, remises, releases and forever discharges the Town from any and all rights, demands, claims, liens or rights to lien of whatsoever nature of character which said Subcontractor/Supplier now has or ever had against the Town and their successor and assigns, which has arisen or may arise out of or incidental to the work undertaken during the performance of referenced Contract and done under or in connection with the Subcontract/Purchase Order and related extra work or change orders thereto.

Subcontractor/Supplier further certifies that all charges for labor, materials, supplies, equipment, lands, licenses, laborers, mechanics, suppliers, materialmen or Subcontractors, or others, or expenses for which the Town of La Plata might be sued or for which a lien might be filed, have been fully satisfied and paid, and hereby waives, for itself, its Subcontractors, materialmen, successors and assigns all lien rights arising out of performance of the Subcontract/Purchase Order and related extra work or change orders thereto.

Subcontractor/Supplier hereby specifically agrees that it shall defend and save harmless the Town from and against all suits, actions, claims or demands of the above described laborers, mechanics, materialmen, suppliers, Subcontractors or others, filed against the Town of the building, structure, additions or improvements constructed under the above described Contract or arising out of the Subcontractor's or Supplier's work and any extra work or change orders thereto. Subcontractor/Supplier specifically agrees that it shall pay to the Town all costs, including reasonable attorney's fees incurred because, or in defense of, any such suits, actions, claim or demands.

Subcontractor/Supplier further certifies that he is complying with all laws, regulations, and agreements governing the withholding and paying of employment taxes, union dues or other union requirements, and any other obligations related to employment of laborers by him, and any other business and further, that no chattel mortgage, conditional Bill of Sale or Retention of Title Agreement has been given or executed for any material, appliances, machinery, fixtures or furnishings placed upon installed in accordance with aforesaid Contract.

Subcontractor/Supplier acknowledges that nothing herein or in any related documents shall be deemed to have caused to waive any rights of the Town of La Plata under the prime Contractor the Subcontract/Purchase Order, including without limitation all warranties, guarantees or other remedy provided by law by the manufacturer or required by the aforementioned document(s).

IN WITNESS WHEREOFF, the Subcontractor/Supplier has executed this receipt, Final Release and Waiver of Lien this _____ day of _____, _____.

BY: _____

TITLE: _____

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 20____.

(NOTARY PUBLIC SIGNATURE AND SEAL)

My commission expires _____

BID BOND
(5% of Contract Value)

KNOW ALL MEN BY THESE PRESENTS:

THAT C.A. Bean, Inc. of 21603 Bean Family Lane, California, MD 20619

as Principal, and Markel Insurance Company,
a corporation organized and existing under the laws of the State of Maryland and authorized to do business
in the State of Maryland, as Surety, are held and firmly bound unto Town of La Plata, Maryland, as Oblige, in
the full and just sum of

5% of Amount Bid Dollars (\$), lawful money of the United
States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by those presents.

WHEREAS, the said Principal is herewith submitting its Bid proposal for ITB -PVMT-2022-11

Pavement Overlay and Maintenance, Bid Date: 12/16/20222

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be given Notice of
Intent to be awarded the Contract, the said Principal will, within the time required, give good and sufficient
Bonds to secure the performance of the terms and conditions of the Contract and enter into an Agreement,
then this obligation to be void; otherwise, the Principal and Surety will pay unto the Oblige the full amount
of this Bid Security.

Signed, Sealed, and Delivered this 16th day of December, 2022

Attest:

PRINCIPAL

C.A. Bean, Inc.

Shirley C. Bean

/s/

Secretary

By:

William B. Bean /s/
President/Owner

(SEAL)

SURETY

Markel Insurance Company

Joshua B. Hauserman

/s/

Witness

By:

Joshua B. Hauserman /s/
Attorney-in-Fact Joshua B. Hauserman

(SEAL)

NOTES: Attach an appropriate Power of Attorney, dated as of the same date as the bond, evidencing
the authority of the Attorney-in-Fact to act on behalf of the corporation.

If the Contractor is a Partnership, all partners shall execute the bond.

Surety companies executing bonds must appear in the U.S. Department of the Treasury's most
current Bond List (Circular 570 as amended). Bond amounts are subject to the underwriting
limitation listed in the most recent Circular 570.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Craig Bancroft, Gary L. Berger, Emily Brennan, William Francik, Joshua B. Hauserman, Jonathan Kibler, R. Nelson Oster, Mary Goska, Robert F. White, Jamie Lawrence, George Campbell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Twenty Five Million and 00/100 Dollars (\$25,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

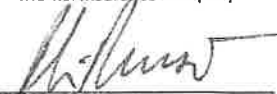
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 15th day of July, 2021.

SureTec Insurance Company

By: 
Michael C. Keimig, President



Markel Insurance Company

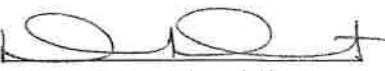
By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 15th day of July, 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 16th day of December, 2022.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

LABOR AND MATERIALMEN'S BOND**PAYMENT BOND****(100% OF Contract Value)**KNOW ALL MEN BY THESE PRESENTS, that we C.A. Bean, Inc.as Principal, and Markel Insurance Company as Surety, are held andfirmly bound unto Town of La Plata, Maryland, in the penal sum of
Six Hundred Forty Thousand Fifty and No/100 (\$640,050.00) dollars for payment of which sum well

and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by presents.

The Condition of the Obligation is such, that whereas the principal entered into a certain contract, hereto attached, with Town of La Plata, Maryland dated January 19, 2023 for ITB-PVMT-2022-11 PAVEMENT OVERLAY AND MAINTENANCE

Now therefore, if the principal shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said contract, and any and all duly authorized modifications to the surety being hereby waived, then this obligation to be voided; otherwise to remain in full force and virtue.

In witness whereof, the above-bounded parties have executed this instrument under their several seals this 25th day of January 2023, the name of corporate seal of each corporate party thereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

C.A. Bean, Inc.

In presence of:

Hussac Bean
(WITNESS)BY William B. Bean (SEAL)
(PRINCIPAL)

Markel Insurance Company

[Signature]
(WITNESS)BY Jamie Lawrence (SEAL)
(CORPORATE SURETY) Jamie Lawrence, Attorney-in-Fact

PERFORMANCE BOND
 (100% of Contract Value)

KNOW ALL MEN BY THESE PRESENTS, that we C.A. Bean, Inc.

as Principal, and Markel Insurance Company as Surety, are held and firmly bound unto Town of La Plata, Maryland, in the penal sum of Six Hundred Forty Thousand Fifty and No/100 (\$640,050.00) dollars for payment of which sum well

and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by presents.

The Condition of the Obligation is such that whereas the Principal entered into a certain contract, hereto attached, with Town of La Plata, Maryland dated January 19, 2023 for ITB-PVMT-2022-11 PAVEMENT OVERLAY AND MAINTENANCE

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original terms of said Contract and any extension thereof that may be granted by Town of La Plata, Maryland with or without notice to the surety, and during the life of any guarantee required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenant terms, conditions and agreements of any and all duly authorized modification of said Contract that may hereafter be made, notice of which modifications to the surety being hereby waived; then, this obligation to be voided; otherwise to remain in full force and virtue.

In witness whereof, the above-bounded parties have executed this instrument under their several seals this 25th day of January 2023, the name and corporate seal of each corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN THE PRESENCE OF:

C.A. Bean, Inc.

Alicia C Bean
 (WITNESS)

BY

William B Bean
 (PRINCIPAL)

Markel Insurance Company

(SEAL)

[Signature]
 (WITNESS)

BY

[Signature]
 (CORPORATE SURETY)

Jamie Lawrence, Attorney-in-Fact

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Craig Bancroft, Gary L. Berger, Emily Brennan, William Francik, Joshua B. Hauserman, Jonathan Kibler, R. Nelson Oster,
Mary Goska, Robert F. White, Jamie Lawrence, George Campbell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Twenty Five Million and 00/100 Dollars (\$25,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 15th day of July, 2021.

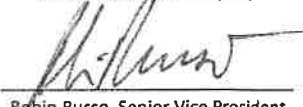
SureTec Insurance Company

By: 

Michael C. Keimig, President



Markel Insurance Company

By: 

Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 15th day of July, 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said Instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: 

Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

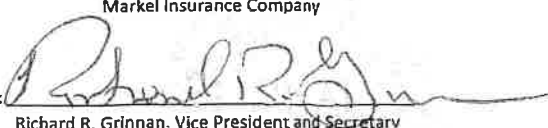
IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 25th day of January, 2023.

SureTec Insurance Company

By: 

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 

Richard R. Grinnan, Vice President and Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HMS Insurance Associates, Inc. 20 Wight Ave Suite 300 Hunt Valley MD 21030	CONTACT NAME: Kristina M. Stansbury	FAX (A/C, No): 443-632-3472	
	PHONE (A/C, No, Ext): 443-632-3445	E-MAIL ADDRESS: Kstansbury@Hmsia.com	
INSURED C.A. Bean Inc. 21603 Bean Family Lane California MD 20619	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United States Fire Insurance Co		21113
	INSURER B: Crum & Forster Indemnity Company		31348
	INSURER C: Hallmark Specialty Insurance Company		26808
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 541766108

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	Y		543-231321-3	5/22/2022	5/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		133-751996-1	5/22/2022	5/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			77HX2299AE	5/22/2022	5/22/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	408-743200-8	5/22/2022	5/22/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ITB-PVMT-2022-11

Pavement Overlay and Maintenance

Certificate holder is additional insured as respects the general liability and automobile liability portion of coverage for work performed by the named insured if required to be in a written executed contract with the named insured per the policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Town of La Plata, Maryland
Attention: Operations Dept / Procurement Office
305 Queen Anne Street
La Plata MD 20646

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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C. A. BEAN, INC.
21603 Bean Family Lane, California, MD 20619
Office 301-994-9027 FAX 301-994-9086
Plant 301-884-7347

December 16, 2022

Town of LaPlata
Operations Department
Procurement Office
305 Queen Anne Street
LaPlata, MD 20646

RE: ITB-PVMT-2022-11 Pavement Overlay and Maintenance

To whom it may concern,

C A Bean Inc. is submitting the following item for your approval for the above referenced project.

Material
Approved SHA-HMA
Mix Design #H167A09R3C01
Mix Design #H167A12R2C01
Mix Design #H167A19R4C02

Supplier
C. A. Bean, INC
21603 Bean Family Lane
California, MD 20619

Manufacturer
C. A. Bean, INC
29056 Three Notch Road
Mechanicsville, MD 20659
(also, this is the plant location)

Very Truly Your

Connie A Bean

Connie A Bean
Vice President



STATE OF MARYLAND STATE HIGHWAY ADMINISTRATION

APPROVED SUPERPAVE MIX

PRODUCER: C.A.Bean Asphalt Inc.

PLANT NO: 167

PLANT LOCATION : Mechanicsville Md.

MIX NO:1 H167A09R3C01 - Level 3

REPLACES: _____

DATE: 04/01/2022

:2 _____

:

:3 _____

Final Date _____

SOURCE MATERIAL	
type	%
Millville # 10's	30
Sand Chaney	8
Millville # 8 's	47
Rap Ft. Myers	15

100

SOURCE BINDER	
Bitumar	70-22

PHALT CONTENT	
Total AC	5.40%
VIRGIN	4.70
RAP B	0.70
A.STIP	
	5.40

SIEVE SIZE	%PASSING	RAP
1 1/2 (37.5)	100	100
1" (25.0)	100	100
3/4" (19.0)	100	100
1/2" (12.5)	100	100
3/8" (9.5)	90	94
# 4 (4.75)	53	67
# 8 (2.36)	39	46
#16 (1.18)	26	34
#30 (0.60)	18	27
#50 (0.30)	11	19
3.9 #100 (0.15)	7	13
0.9		
4.8 #200 (0.075)	5.4	9.6

GYRATION	
N Intial	7
N Design	65
N Max	100

VMA	15.5
VFA	74.4
D/B	1.10
IG.CF	0.60

Gmm	2.590
Gmb	2.488
	2.789

RECOMMENDED FOR APPROVAL

A.C.% 5.4

BY: SHA: Don Provine

Wayne Knepp 953-MD

DATE: 04/01/2022

Wayne Knepp



STATE OF MARYLAND STATE HIGHWAY ADMINISTRATION

APPROVED SUPERPAVE MIX

PRODUCER: C.A.Bean Asphalt Inc.

PLANT NO: 167

PLANT LOCATION : Mechanicsville Md.

MIX NO:1 H167A12R2C01

REPLACES: _____

DATE: 2/3/2022

:2 Intermediate Mix

:3 _____

SOURCE MATERIAL	
type	%
Millville # 10's	30
Vulcan #7	23
Millville # 8 's	28
Rap	19

100

SOURCE BINDER	
Bitumar	64-22

PHALT CONTENT	
Total AC	4.80%
VIRGIN	3.70
RAP B	1.10
A.STIP	
	4.80

SIEVE SIZE	%PASSING	RAP
1 1/2 (37.5)	100	100
1" (25.0)	100	100
3/4" (19.0)	100	100
1/2" (12.5)	95	98
3/8" (9.5)	83	94
# 4 (4.75)	48	65
# 8 (2.36)	35	42
#16 (1.18)	23	28
#30 (0.60)	16	21
#50 (0.30)	11	17
3.9 #100 (0.15)	8	11
0.9		
4.8 #200 (0.075)	5.8	9.1

GYRATION	
N Intial	7
N Design	65
N Max	100

VMA	14.6
VFA	72.1
D/B	1.30
IG.CF	0.73

Gmm	2.625
Gmb	2.518
Gsb	2.808

RECOMMENDATIONS

A.C.% 4.8

By: SHA DON PROVINCE

Plant: Wayne Enigma

DATE: Feb. 03, 2022

953-MD



STATE OF MARYLAND STATE HIGHWAY ADMINISTRATION

APPROVED SUPERPAVE MIX

PRODUCER: C.A.Bean Asphalt Inc.

PLANT NO: 167

PLANT LOCATION : Mechanicsville Md.

MIX NO:1 H167A19R4C02

REPLACES:

DATE: 2/3/2022

:2 BF Base

:3

SOURCE MATERIAL	
type	%
Millville # 10's	18
Millville # 67 's	27
Millville # 8 's	30
Rap	25

100

SOURCE BINDER	
Bitumar	64-22

PHALT CONTENT	
Total AC	4.30%
VIRGIN	3.20
RAP B	1.10
A.STIP	0
	4.30

SIEVE SIZE	%PASSING	RAP
1 1/2 (37.5)	100	
1" (25.0)	100	
3/4" (19.0)	97	
1/2" (12.5)	84	
3/8" (9.5)	78	
# 4 (4.75)	43	
# 8 (2.36)	28	
#16 (1.18)	18	
#30 (0.60)	15	
#50 (0.30)	11	
#100 (0.15)	8	
#200 (0.075)	6.5	

GYRATION	
N Intial	7
N Design	65
100	100

VMA	13.2
VFA	67.4
D/B	1.50
IG.CF	0.52

Gmm	2.656
Gmb	2.548
Gsb	2.810

RECOMMENDATIONS

A.C.% 4.3

BY: SHA DON PROVINE

PLANT: Wayne Knepp

DATE: Feb. 03, 2022

953-MD

C. A. BEAN, INC.

21603 Bean Family Lane, California, MD 20619

Office 301-994-9027 FAX 301-994-9086

accounting@cabeaninc.com

29056 Three Notch Road, Mechanicsville, MD 20659

Plant 301-884-7347

Certified Flaggers and Certifications

Theresa C Bean
Ronald J Blackwell
Melanie Crouse
Mario Gonzalez
Taylor Hammett
Jeremy Jones
Dennis Norris
Joseph L Price
Joseph D White



State Highway Administration
Maryland Department of
Transportation

Temporary Traffic Control
Manager's Training Course

STATE HIGHWAY
ADMINISTRATION

Theresa Bean

has successfully completed the Temporary Traffic Control Manager's Training Course in accordance with the specifications of the Maryland State Highway Administration.

Cedric Ward

Director Office of Traffic and Safety

01-Apr 2025

Expiration Date



AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

This is to affirm that

THERESA BEAN

has satisfied the requirements to be designated as a
CERTIFIED FLAGGER

Expiration Date 4/8/2024 State Issued in MD

Verification available by calling 1-877-642-4637 or at <http://www.flagger.com>



AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

This is to affirm that

RONALD J. BLACKWELL

has satisfied the requirements to be designated as a
CERTIFIED FLAGGER

Expiration Date 4.6.24 State Issued in MD

Verification available by calling 1-877-642-4637 or at <http://www.flagger.com>



AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

This is to affirm that

MELANIE CROUSE

has satisfied the requirements to be designated as a
CERTIFIED FLAGGER

Expiration Date 4/7/2024 State Issued in MD

Verification available by calling 1-877-642-4637 or at <http://www.flagger.com>



AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

This is to affirm that

MARIO GONZALEZ

has satisfied the requirements to be designated as a
CERTIFIED FLAGGER

Expiration Date 4.7.24 State Issued in MD

Verification available by calling 1-877-642-4637 or at <http://www.flagger.com>



AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

This is to affirm that

TAYLOR HAMMETT

has satisfied the requirements to be designated as a
CERTIFIED FLAGGER

Expiration Date 4/7/2024 State Issued in MD

Verification available by calling 1-877-642-4637 or at <http://www.flagger.com>



AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

This is to affirm that

JEREMY JONES

has satisfied the requirements to be designated as a
CERTIFIED FLAGGER

Expiration Date 2/18/2025 State Issued in MD

Verification available by calling 1-877-642-4637 or at <http://www.flagger.com>

C. A. BEAN, INC.

21603 Bean Family Lane, California, MD 20619

Office 301-994-9027 FAX 301-994-9086

accounting@cabeaninc.com

29056 Three Notch Road, Mechanicsville, MD 20659

Plant 301-884-7347

Certified Flaggers and Certificates

PAGE 2

 **AMERICAN TRAFFIC
SAFETY SERVICES
ASSOCIATION**

This is to affirm that
JOSEPH L. PRICE
has satisfied the requirements to be designated as a
CERTIFIED FLAGGER

Expiration Date 4.7.24 State Issued in MD.

Instructor Signature [Signature]

Verification available by calling 1-877-642-4637 or at <http://www.flagger.com>

 **AMERICAN TRAFFIC
SAFETY SERVICES
ASSOCIATION**

This is to affirm that
JOSEPH D. WHITE
has satisfied the requirements to be designated as a
CERTIFIED FLAGGER

Expiration Date 4.7.24 State Issued in MD

Instructor Signature [Signature]

Verification available by calling 1-877-642-4637 or at <http://www.flagger.com>

CA BEAN, INC.
21603 BEAN FAMILY LANE
CALIFORNIA, MD. 20619-9767

(<https://onlineflagger.com/wp-login.php?>

 **Logout**

action=logout&redirect_to=https%3A%2F%2Fonlineflagger.com&_wpnonce=eb280d7380&redirect_to=https%3

CA BEAN, INC.
21603 BEAN FAMILY LANE
CALIFORNIA, MD. 20619-9767

dnorris-061021154157

(<https://onlineflagger.com/members/dnorris-061021154157/>)

 Print  PDF  Print

OnlineFlagger.com

CERTIFICATE
IS AWARDED TO
DENNIS NORRIS

Has successfully completed a flagger training course
meeting the requirements of the

MARYLAND DEPARTMENT OF
TRANSPORTATION

on the following date

JUNE 10, 2021

Valid for 4 years from completion date.

This temporary/backup certificate is valid with a

C. A. BEAN, INC.
21603 Bean Family Lane, California, MD 20619
Office 301-994-9027 FAX 301-994-9086
accounting@cabeaninc.com
29056 Three Notch Road, Mechanicsville, MD 20659
Plant 301-884-7347

C. A. Bean, INC.

SCHEDULE OF OWNED EQUIPMENT

No. Description Limit

1. Blax Knox MC30 Asphalt Distributor 0300610
2. Blaw Knox PF2181 Paver 21810116
3. Caterpillar 416C Backhoe/ Loader 1WR04290
4. Caterpillar D4CLGP Track Tractor 7SL0077
5. GRADALL XL4100 Excavator 418517
6. Ingersoll-Rand DD90HF Roller 157627
7. JCB JS330 Excavator 712641
8. John Deere 329D Track Loader 1T0329DMABD205889
9. John Deere 50D Compact Excavator 1FF050DXCB276360
10. 27 Kawasaki 95Z Rubber Tire Loader
11. Kamatsu WA500-3 Wheel Loader A72104
12. Kamatsu Bulldozer D39PX-21 2140
13. Blaw Knox PF-4410 Paver 44100270
14. 2015 Chicago Roller AR120 14909
15. Galion 830 Grader
16. 2016 John Deere 324K 324KXT 1LU324KXAZB041631
17. Kamatsu Excavator 240LC-10 SN: K20194
18. John Deere 328 Skid Loader SN: IT0328EMHEE263298
19. Bobcat Skid Loader S175 SN: SNA3L538275
20. Bomag Roller BW278 SN: 11012
21. Bomag Roller BW278 SN: 11010
22. Wirtgen W210 Milling Machine SN: 132002244
23. Road Widner SN: 2017
24. Caterpillar Loader 980
25. Blaw Knox PF-4410 SN: 6992
26. Wirtgen W210 Milling Machine SN: 132000151
27. Takeuchi Skid Loader TL10V2 SN: 410001143
28. Roadtec Paver RP170E SN: 4063
29. Sakai Roller SW502W SN: 1SW43-25318
30. Sakai Roller SW504 SN: 1SW74-30104
31. Caterpillar Loader SN: CAT0980GK2KR04777



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: C A BEAN INC

Risk ID: 190415074

Rating Effective Date: 05/22/2022

Production Date: 01/25/2022

State: MARYLAND

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
MD	.10	47,567	66,838	19,271	0	34,800	6,654	6,654
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.10		47,567	66,838	19,271	0	34,800	6,654	6,654
		Primary Losses		Stabilizing Value		Ratable Excess		Totals
Actual	(I)	6,654		C * (1 - A) + G 77,610		(A) * (F) 0		(J) 84,264
Expected	(E)	19,271		C * (1 - A) + G 77,610		(A) * (C) 4,757		(K) 101,638
		ARAP	FLARAP	SARAP	MAARAP	Exp Mod		
Factors						(J) / (K) .83		

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: C A BEAN INC

Risk ID: 190415074

Rating Effective Date: 05/22/2022

Production Date: 01/25/2022

State: MARYLAND

19-MARYLAND Firm ID: Firm Name: C A BEAN INC

Carrier: 27723 Policy No. WCA12420206349 Eff Date: 05/22/2018 Exp Date: 05/22/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses	
4741	1.26	.38	207,693	2,617	994						
5221	1.86	.28	35,470	660	185						
5506	2.05	.28	599,969	12,299	3,444						
6217	1.36	.26	373,241	5,076	1,320						
8227	1.47	.28	91,688	1,348	377						
8810	.04	.42	225,849	90	38						
9807	EMPLOYERS LIABILITY			0	0						
Policy Total:				1,533,910	Subject Premium:	90,716				Total Act Inc Losses:	0

19-MARYLAND Firm ID: Firm Name: C A BEAN INC

Carrier: 27723 Policy No. WCA12420206350 Eff Date: 05/22/2019 Exp Date: 05/22/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses	
4741	1.26	.38	259,791	3,273	1,244	000000073689	01	F	6,654	6,654	
5221	1.86	.28	27,450	511	143						
5506	2.05	.28	629,657	12,908	3,614						
6217	1.36	.26	427,086	5,808	1,510						
8227	1.47	.28	122,500	1,801	504						
8810	.04	.42	267,721	107	45						
9812	EMPLOYERS LIABILITY			0	0						
Policy Total:				1,734,205	Subject Premium:	101,273				Total Act Inc Losses:	6,654

19-MARYLAND Firm ID: Firm Name: C A BEAN INC

Carrier: 19593 Policy No. WMD505563800 Eff Date: 05/22/2020 Exp Date: 05/22/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses	
4741	1.26	.38	168,814	2,127	808						
5506	2.05	.28	667,374	13,681	3,831						
6217	1.36	.26	255,981	3,481	905						
8227	1.47	.28	64,120	943	264						
8810	.04	.42	270,103	108	45						
9812	EMPLOYERS LIABIT			0	0						
Policy Total:				1,426,392	Subject Premium:	63,833				Total Act Inc Losses:	0

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* Total by Policy Year of all cases \$2000 or less.

C Catastrophic Loss

D Disease Loss

E Employers Liability Loss

X Ex-Medical Coverage

Limited Loss

U USL&HW

Page 2 of 2

C. A. BEAN, INC.

21603 Bean Family Lane, California, MD 20619

Office 301-994-9027 FAX 301-994-9086

accounting@cabeaninc.com

29056 Three Notch Road, Mechanicsville, MD 20659

Plant 301-884-7347

Superintendent: William B Bean, Jr

Resume attached

On Site Foreman: Joseph David White (Carroll)

Resume attached

William B. Bean Jr.

21603 Bean Family Lane
California, MD 20619
(240) 298-9036

Professional Summary.

President of C.A. Bean, Inc.

I have experience in owning and operating small businesses in the paving, asphalt manufacturing, excavating and the hauling industry for close to 50 years. My businesses have been servicing all of Calvert, St. Mary's and Charles Counties. We have done work for government agencies and corporate and private owners.

Our company, C.A. Bean, Inc., was incorporated in 1988. We then expanded into the manufacturing of asphalt, and a few years later, added a paving crew. Having both sides of the industry, we have control over the quality of the job from the start. The quality of the product and the quality of laying the asphalt is our number one goal. I make sure we do the job so it will last.

Skills.

- Knowledgeable in construction safety.
- Storm Water Management.
- Project scheduling.
- Excellent Customer Relations .
- Years of Truck and Equipment Experience.

Work History.

1981.	C.A. Bean Trucking.	Dump Truck Hauling.
1985.	C.A. Bean Trucking.	Excavating/Paving.
1988.	C.A. Bean, Inc.	Became Incorporated. Excavating/Paving.
1989.	C.A. Bean, Inc.	Started Asphalt Manufacturing. Excavating/Paving.

Joseph David White (Carroll)

47737 Park Hall Road
Park Hall, MD 20667
(240) 431-7464

Professional Summary.

I have been working as a paving crew foreman for the past 12 years. Before that, I worked as a screed operator, a roller operator, and a laborer on asphalt paving crews.

Skills.

- Safety policies and procedures; Follow Company's Safety Program.
- Safety and compliance; Look for and correct hazards when found.
- Staff Management; Over see laborers, equipment operators, and inbound trucks.

Work History.

10/2008 – Present.	C.A. Bean, Inc.	Paving Crew Foreman
1/2005 – 10/2008	Billy Stewart Paving	Screed Operator/Laborer
11/2000 – 1/2005	C.A. Bean, Inc.	Roller Operator/ Laborer
1998 – 11/2000	Driggs	Roller Operator/Laborer

AGREEMENT

This Agreement made this 09 day of February in the year 2023, by and between

C. A. Bean, INC
21603 Bean Family Lane
California, MD 20619
(301) 994-9027 Office
(301) 994-9086 Fax

hereinafter called the Contractor, and the Town of La Plata.

WHEREAS, the contract for ITB-PVMT-2022-11 Pavement Overlay and Maintenance

subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the Contract Documents:

NOTICE TO CONTRACTORS

PRICE PROPOSAL

GENERAL CONDITIONS OF BID AND CONTRACT

SPECIFICATIONS

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

SUBCONTRACTORS AND SUPPLIERS

SUBCONTRACTOR'S AND SUPPLIER'S PARTIAL RELEASE AND WAIVER OF LIEN

SUBCONTRACTOR'S AND SUPPLIER'S FINAL RELEASE AND WAIVER OF LIEN

BID BOND

LABOR AND MATERIALMEN'S BOND

PERFORMANCE BOND

SOURCE OF SUPPLY LETTER AND JOB MIX FORMULAS MEETING THE GRADATION

REQUIREMENTS OF MARYLAND DEPARTMENT OF TRANSPORTATION

LIST OF CERTIFIED FLAGGERS AND CERTIFICATES ON COMPANY LETTERHEAD

LIST OF EQUIPMENT UTILIZED FOR THIS CONTRACT ON COMPANY LETTERHEAD

COPY OF COMPANY EXPERIENCE MODIFICATION RATING (EMR)

AGREEMENT

AND WHEREAS, the contract has recently been awarded to the Contractor by the Town of La Plata at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Town of La Plata evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with the Town of La Plata that he shall well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said Contract Documents at the prices and rates respectively named therefore in the proposal attached hereto, and shall well and faithfully comply with and perform each and every obligation imposed upon him by said Contract Documents, or the terms of said award;

AND the Town of La Plata does hereby covenant and agree with the Contractor that it shall pay to the Contractor when due and payable under the terms of said Contract Documents and of said award, the above mentioned sum; and it shall well and faithfully comply with and perform each and every obligation imposed upon it by said Contract Documents, or the terms of said award.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative by their hands and seals, intended to be so bound, as of the day and year first above written.

CONTRACTOR NAME

AUTHORIZED CONTRACT
REPRESENTATIVE

William B. Bearp
SIGNATURE

President
TITLE

WITNESS

Theresa C. Bean

TOWN OF LA PLATA

Brent J. Mann

(SEAL)

WITNESS

Mikelle D. Miner

APPROVED FOR LEGAL

SUFFICIENCY ON

09 February 2023

BY:

J. G. Gulletto, Jr. ^{BTM}

TOWN OF LA PLATA ATTORNEY

COUNCIL OF THE TOWN OF LA PLATA
Resolution 25-13

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: July 29, 2025

Date Adopted:

Date Effective:

A RESOLUTION concerning

Pavement Overlay and Repair Services Contract Renewal

FOR the purpose of authorizing the Town Manager to renew a contract agreement with C.A. Bean, Inc., for Pavement Overlay and Repair Services; and all matters generally relating thereto.

* * * * *

1
2 **WHEREAS**, the Council of the Town of La Plata desires to facilitate the safe travel
3 throughout the Town; and

4
5 **WHEREAS**, the existing streets require periodic repair and maintenance; and

6
7 **WHEREAS**, street overlay performance is an essential part of the Public Works
8 Department's annual capital improvement plan; and

9
10 **WHEREAS**, street overlay and maintenance activities help improve our Town's
11 streets and mobility and for our residents; and

12
13 **WHEREAS**, improving street conditions supports Americans with Disabilities Act
14 (ADA) safety and compliance initiatives; and

15
16 **WHEREAS**, maintaining a continuous business relationship with quality vendors is
17 viewed as a necessary action to ensure customer service, and C.A. Bean, Inc., has
18 consistently provided the highest levels of customer service to the Town for over a decade;
19 and

20
21 **WHEREAS**, the monthly operating expenses under this contract will continue to be
22 paid using designated Highway User Revenue (HUR) funds and Water Enterprise funds; and

23
24 **WHEREAS**, Town Charter § C8-23 and Town Code Chapter 43 requires that all
25 expenditures in excess of twenty thousand dollars (\$20,000), shall be advertised for sealed
26 bids, except for expenditures which the Town Council, by ordinance, has determined are not

Resolution 25-13

subject to the sealed bid requirements; and

WHEREAS, Town staff recommends renewal of the existing agreement with C.A. Bean, Inc., for pavement overlay and repair services to ensure continued quality customer service to the Town while providing employment opportunities for people with physical and mental disabilities; and

WHEREAS, Town Code, Chapter 43, Section 43-5, provides for provisions to authorize the bypassing of any or all bid procedure steps in cases which warrant such approval, and to allow the Chief Executive Officer to directly negotiate with any supplier if it is in the best interest of the Town to do so; and

WHEREAS, the Town Council agrees that it is in the best interest of the Town to renew the agreement for pavement overlay and repair services with C.A. Bean, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA that Noel C. Stevens, Town Manager, is hereby authorized to execute and deliver, on behalf of the Town of La Plata, an Agreement with C.A. Bean, Inc., for Pavement Overlay and Repair Services for the period of July 1, 2025, through June 30, 2026, under the terms agreed upon on February 9, 2023, relating to Town of La Plata Invitation to Bid #ITB-PVMT-2022-11, "Pavement Overlay and Maintenance."

ADOPTED AND APPROVED by the Council of the Town of La Plata on _____, 2025.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Lawrence J. Jones, Jr.
Town Clerk

Tyjon C. Johnson, Councilman

Date: _____, 2025



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Karina Larsen
DEPARTMENT: Finance
TYPE: Appointment
SUBJECT: Finance Committee Appointments

BACKGROUND:

The Finance Committee is made up of five members: (5) regular members and one (1) alternate, who serve staggered four-year terms. Ordinance 24-17 established the Finance Committee and requires that the Town Council appoint new members. There are currently 5 members on the committee. Current Finance Committee member Joseph Norris has requested to transfer his status to Alternate Member. This request is to fill the alternate position with a current committee member and fill the vacancy that would occur for the member position. There is one applicant, Andrey Litvin, who has interviewed with the Finance Committee.

FISCAL IMPACT:

N/A

STRATEGIC PLAN ALIGNMENT:

Provides guidance on best practices and innovative ideas. Adheres to the Town's "CARE" Core Values. Aligns with the Good Governance goals of the town.

SUSTAINABILITY CONSIDERATIONS:

This initiative supports community sustainability strategies for social and economic factors.

ADA CONSIDERATIONS:

There are no ADA considerations.

RECOMMENDED ACTION:

Appoint Andrey Litvin as a Finance Committee member with a term expiring 07/28/2029 and Joseph Norris as the Alternate Finance Committee member, with a term expiring 12/09/2027.



La Plata
MARYLAND

FOR LEGISLATIVE USE ONLY

Item Number: 2025-945

Date of Meeting: July 29, 2025

ATTACHMENTS:

Application of Andrey Litvin



Outlook

Online Form Submittal: Finance Committee Application

From noreply@civicplus.com <noreply@civicplus.com>**Date** Fri 6/20/2025 1:08 PM**To** Karina Larsen <klarsen@townoflaplata.org>; Kelly Phipps <khipps@townoflaplata.org>

CAUTION: This email originated from **OUTSIDE** of the Town of La Plata email system. If the senders name displayed is a Town user, it is **NOT** legitimate and should be deleted immediately. Do not click links or open attachments unless you are certain this is a legitimate message.

Finance Committee Application

Contact Information

First Name	Andrey
------------	--------

Last Name	Litvin
-----------	--------

Address1	
----------	--

Address2	Field not completed.
----------	----------------------

City	La Plata
------	----------

State	MD
-------	----

Zip	40646
-----	-------

Phone Number	
--------------	--

Email Address	
---------------	--

Please indicate if any of the following are true:	You are a property owner within the community, You are a qualified voter in the Town of La Plata
---	--

Length of Residency	1.5 years
---------------------	-----------

Why are you interested in serving on the Finance Committee?	I'm interested in joining the finance committee because I have a strong passion for personal finance and fiscal responsibility. I believe small local government plays a vital role in the community, and I'm excited about the opportunity to contribute to sound financial decision-making at the town level. With a keen interest in budgeting, transparency, and responsible resource allocation, I'd like to support efforts that help our town remain financially healthy and accountable to its residents.
---	---

Appointment to a Board, Commission, or Committee will require your consistent attendance at regularly scheduled meetings.

Are you available for:	Daytime Meetings, Evening Meetings
------------------------	------------------------------------

How much time can you commit to meetings and committee work each month?	40
---	----

Background Information

What is your educational background?	BS in Finance + a lot of technical training that does not pertain to this position.
--------------------------------------	---

Have you served on any other committees or boards?	No
--	----

Skills and Qualifications

Do you have any prior experience with finance, budgeting, or accounting?	I have experience with personal finance outside of a professional setting. I am a part owner in a family business my parent run in Louisville KY, and I often help with the books there.
--	--

How familiar are you with local government finance and budgeting processes?	Not all too familiar, but I am eager to learn.
---	--

What software or tools are you proficient in that are relevant to finance and budgeting?	Excel and QuickBooks. I work with a lot of different software in my day job, so I am able to pick up any app quickly.
--	---

Additional Information

Do you have any conflicts of interest that we should be aware of?	No
---	----

Is there anything else you would like to add that is relevant to your application?	I am a quick study and am capable of analyzing a problem set to come to a well-thought-out decision.
--	--

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Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Kelly Phipps
DEPARTMENT: Legislative
TYPE: Town Council Proclamation
SUBJECT: Farmers Market Week (August 3 – 9, 2025)

BACKGROUND:

In 1999, the US Department of Agriculture proclaimed the first National Farmers Market Week to highlight the vital role farmers markets play in our nation's food system. Since 1978, the La Plata Farmers Market, a town-managed activity, has been an integral component in our community's social and economic fabric, providing a marketplace dedicated to the sale of local and regional agricultural products, home-baked foods, and handcrafted items; to promoting and supporting the region's agricultural heritage and independent small businesses; to establishing a foundation for building partnerships among farmers, agriculturalists, consumers, and the business community; and to providing a "third place" that fosters connection, sociability, and civic engagement. Through the Maryland Market Money program, the farmers market supplements food accessibility for at-risk populations using SNAP and Farmers Market Nutrition Program (FMNP) benefits and supports local farmers and cottage food producers.

FISCAL IMPACT:

N/A. This proclamation incurs no financial obligations.

STRATEGIC PLAN ALIGNMENT:

Aligns with the Town's mission, the Core Value of Community, and Goals of Economic Prosperity and Community Identity.

SUSTAINABILITY CONSIDERATIONS:

The Sustainable Maryland certification program includes "Establish Local Farmers Market" as a Local Food Consumption component under the "Community Based Food System" action. The farmers market also conducts the annual Buy Local Campaign, a component of the "Local Economies" action. Such activities are integral to maintaining the Town's certification as a Sustainable Community but are also demonstrated practices of supporting community sustainability through entrepreneurship and economic development.



La Plata
MARYLAND

FOR LEGISLATIVE USE ONLY

Item Number: 2025-884

Date of Meeting: July 29, 2025

ADA CONSIDERATIONS:

The farmers market's location on a flat, open parking lot allows for accessibility by community members requiring mobility devices and service animals. An ADA-compliant portajohn is installed on site during the market season.

RECOMMENDED ACTION:

Staff recommends that the Town Council issue a proclamation recognizing Farmers Market Week for the period of August 3-9, 2025.

ATTACHMENTS:

- Fact Sheet for Market Partners (Farmers Market Coalition/University of Wisconsin-Milwaukee, 2025)

Positive Impacts of Farmers Markets: A Factsheet for Business, Community, and Local Government Partners

Farmers markets serve as vibrant hubs for economic, social, and environmental benefits. This fact sheet shares results from a national survey that demonstrate key ways that farmers market strengthen communities and local economies.

Economic Benefits

Farmers markets stimulate local economies by facilitating direct sales between consumers and local farmers, which helps money circulate within the community. Attendees often patronize nearby businesses on market days and seek local products elsewhere, further amplifying the economic impact. The survey revealed:

- **Increased Traffic to Nearby Retail Stores:** About half (49%) of farmers market attendees reported shopping or visiting nearby retail stores on farmers market days sometimes. Among those, 14% did so “Quite a bit” or a “A Great Deal.”
- **Increased Traffic to Nearby Restaurants:** Many (44%) of farmers market attendees reported going to nearby restaurants on farmers market days at least sometimes. Among those, 11% did so “Quite a bit” or a “A Great Deal.”
- **Influence on Shopping Behavior:** Over half (67%) of attendees reported looking for locally grown products at grocery stores based on their farmers market experience at least sometimes. Among those, 25% did so “Quite a bit” or a “A Great Deal.”

Health benefits

Farmers markets promote healthy eating by providing access to fresh, locally grown produce.

- More than three-quarters of attendees reported eating healthier at a level of “Somewhat” or higher because of farmers markets.
- Many attendees reported learning about cooking, learning new things about food, and learned about growing food.
- Many farmers markets accept Supplemental Nutrition Assistance Program (SNAP) benefits. Among survey respondents who use food assistance programs, 28% reported that the ability to use SNAP at farmers markets motivated their attendance “Quite a bit” or “A great deal,” and 51% were “Quite” or “Very” interested in using benefits at farmers markets.

Community Engagement

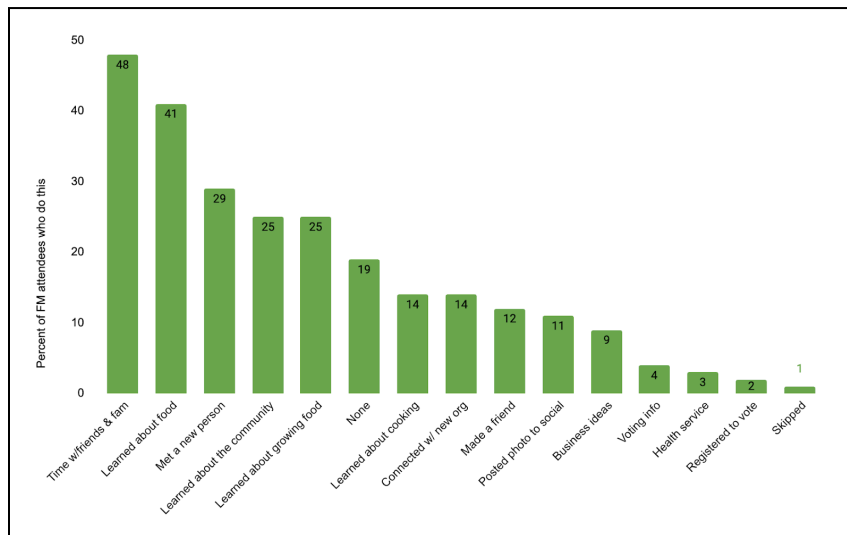
Farmers markets are opportunities for building community at a time where a sense of community has been generally declining in the U.S. Among attendees:

- About half (48%) reported spending time with family and friends at farmers markets
- 29% reported having met a new person.
- 12% made a new friend.

Farmers markets are also potential spaces for individuals to connect with resources in the community. While the survey found that a smaller proportion of attendees accessed services such as health screenings or voter registration, there is potential to expand partnerships between markets and community organizations. The survey found among attendees:

- 14% made connections with a new organization
- 4% received voting information.
- 3% accessed health services such as blood pressure checks.

Farmers market attendees socialize, connect, and learn at farmers markets





Town of La Plata **PROCLAMATION**

**Farmers Market Week
August 3 – 9, 2025**

- WHEREAS,** Southern Maryland farmers and ranchers provide citizens with access to healthful, locally, and regionally produced foods through farmers markets, which are expanding and evolving to accommodate the demand for a diverse array of agricultural products; and
- WHEREAS,** farmers markets and other agricultural direct marketing outlets provide infrastructure to assist in the distribution of farm and value-added products, thereby contributing approximately \$9 billion each year to the U.S. economy; and
- WHEREAS,** farmers markets serve as significant outlets by which small-to-medium, new and beginning, and veteran agricultural producers market agricultural products, generating revenue that supports the sustainability of family farms and the revitalization of rural communities nationwide; and
- WHEREAS,** the Town of La Plata recognizes the importance of expanding agricultural marketing opportunities that assist and encourage the next generation of farmers and ranchers; generate farm income to help stimulate business development and job creation; build community connections through rural and urban linkages; and
- WHEREAS,** the La Plata Farmers Market provides a marketplace dedicated to the sale of local and regional agricultural products, home-baked foods, and handcrafted items, promotes and supports the region's agricultural heritage and independent small businesses, and serves as a foundation for building partnerships among farmers, agriculturalists, consumers, and the business community; and
- WHEREAS,** the La Plata Farmers Market has been recognized as a regional hub offering products from a broad range of local growers, producers, and creators, providing and welcoming diverse populations the opportunity to enjoy these products, and supporting local tourism and economic development.
- NOW, THEREFORE, WE, THE COUNCIL OF THE TOWN OF LA PLATA,** to further awareness of farmers markets' contributions to our citizen's everyday life and to our local economy, do hereby proclaim the week of August 3- 9, 2025, as Farmers Market Week in the Town of La Plata, in conjunction with the observance of National Farmers Market Week.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

Gregory Sampson Jr., Councilman

Tyjon C. Johnson, Councilman

Lawrence J. Jones Jr.
Town Clerk

Date: _____



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Chuck Stevens, Town Manager
DEPARTMENT: Administration
TYPE: Informational Presentation
SUBJECT: Wastewater Treatment Plant Compliance Status Update

BACKGROUND:

The Town of La Plata operates a wastewater treatment plant (WWTP) with a current permitted capacity of 1.5 million gallons per day (MGD). The facility has been in operation for multiple years and currently averages approximately 1.22 MGD in daily flow, operating at approximately 80% of permitted capacity.

Between 2020 and 2025, the Maryland Department of the Environment (MDE) documented various compliance issues at the facility, including discharge exceedances and sanitary sewer overflow events. In April 2025, the Town contracted with CDM Smith, an environmental consulting firm, to conduct a comprehensive technical assessment of plant operations and compliance challenges.

The purpose of this presentation is to provide Council and the public with a factual overview of the current compliance status, the technical factors contributing to past violations, and the collaborative efforts underway to achieve sustained compliance.

CURRENT COMPLIANCE STATUS

Present Operations: The Town is currently meeting permit requirements for all parameters as of this report date.

It is essential to note that the wastewater treatment plant's operations have no impact on the Town's drinking water source, and therefore, drinking water is not affected.

Historical Violations: MDE has documented violations occurring between 2020 and 2025, including:

- Discharge exceedances for parameters such as copper, ammonia-nitrogen, and total suspended solids
- Sanitary sewer overflow events within the collection system



- Coliform exceedances related to disinfection system performance

Regulatory Cooperation: The Town maintains ongoing coordination with MDE staff to address historical violations and implement corrective measures.

TECHNICAL ANALYSIS

The CDM Smith assessment identified three primary technical factors contributing to past compliance challenges:

1. Excessive Inflow During Heavy Rainfall

- Peak flows have reached 2.98 MGD during significant rain events, nearly double the plant's rated capacity
- The 1.5 MGD equalization tank, constructed in 2021, currently operates manually, limiting its effectiveness during extreme high flows
- These high-flow conditions correlate with most discharge exceedances

2. Plant Configuration Changes

- Module 1 was offline from January 2023 to March 2024 for conversion to a new treatment process, resulting in a temporary 25% capacity reduction
- Pilot testing of the new process required taking other modules offline intermittently, complicating operations

3. Infrastructure Aging

- Manual operation of equalization tank due to valve hardware issues
- Tertiary clarifier design limitations affecting settling performance
- Significant aging of Module 2 infrastructure
- Frequent UV disinfection system bulb failures contributing to coliform exceedances

PARTNERSHIP WITH MARYLAND ENVIRONMENTAL SERVICE

The Town maintains a collaborative partnership with Maryland Environmental Service (MES), a not-for-profit state entity established in 1970. MES provides on-site operational support and specialized environmental compliance services, contributing multi-disciplinary expertise to address complex operational challenges.



FISCAL IMPACT:

Consultant Costs: CDM Smith was contracted in April 2025 for an amount not to exceed \$20,000, with current expenditures totaling approximately \$15,862.50.

Anticipated Penalties: The precise cost of anticipated fines remains undetermined. The Town is collaborating with MDE to minimize monetary penalties, allowing available funds to be directed toward necessary facility improvements.

Capital Improvements: Detailed cost estimates for achieving sustained compliance are currently under development based on CDM Smith findings.

Funding Strategy: The Town plans to utilize major facility fee funds, specifically designated for WWTP capacity expansion and compliance measures, to finance required improvements. No impact on utility rates or taxes is anticipated at this time.

STRATEGIC PLAN ALIGNMENT:

This initiative directly supports the Town's infrastructure maintenance and environmental stewardship responsibilities. Achieving sustained WWTP compliance aligns with long-term community development goals and regulatory obligations essential for continued growth. Specifically, the town's stated goal of "Public Service Readiness" directs staff to "plan and develop the systems and infrastructure needed to meet growing demand, while supporting the health, safety, and wellness of residents and natural resources."

SUSTAINABILITY CONSIDERATIONS:

Wastewater treatment plant compliance supports environmental sustainability by protecting local water resources and public health. The planned improvements will enhance operational efficiency and reduce environmental impact through improved treatment processes. These efforts align with the Town's Vision: "The Town of La Plata is an inclusive model of local government for community safety, health, amenities, and financial stability that benefits all residents for generations to come."

ADMINISTRATIVE MEASURES

Staffing: Current staffing levels, including three new operators hired in June 2025, are considered adequate for compliance management during normal operations.



Procedures: Internal reporting procedures were reviewed and enhanced in April 2025 in coordination with MDE to ensure timely notification of any compliance issues.

Training: Plant operator training and Standard Operating Procedures have been updated to enhance operational effectiveness.

Monitoring: The facility's SCADA system provides continuous monitoring with automatic alarm systems that initiate immediate operator response protocols.

REGULATORY STATUS

Consent Order: Senior Town management is actively coordinating with MDE to develop terms for a consent order. The full consent order will be made publicly available once completed.

Documentation: The Town has consistently cooperated with MDE and provided all requested documentation, including technical reports and operational data.

Compliance Timeline: Specific compliance requirements and milestones will be established within the forthcoming consent order.

DEVELOPMENT IMPLICATIONS

Current Capacity: The WWTP is operating at approximately 80% of its 1.5 MGD permitted capacity.

Expansion Plans: The Town is undertaking phased upgrades to increase plant capacity to 2.0 MGD, with future plans to reach 2.5 MGD to accommodate projected growth.

MDE Approval: MDE has approved the Town's plans to expand WWTP capacity to 2.0 MGD upon completion of programmed infrastructure improvements.

ADA CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Staff recommends that the Town Council receive this informational presentation regarding WWTP compliance status and authorize continued coordination with MDE and consulting professionals to achieve sustained compliance and implement necessary facility improvements.



La Plata
MARYLAND

FOR LEGISLATIVE USE ONLY

Item Number: 2025-930

Date of Meeting: July 29, 2025

ATTACHMENTS:

1. MDE Notification Letters dated: Oct 02, 2024, and March 31, 2025
2. La Plata WWTP_Tech Memo_June 2025
3. Compliance Violation Timeline (Appendix A)



Maryland
Department of
the Environment

Wes Moore, Governor
Aruna Miller, Lt. Governor

Serena McIlwain, Secretary
Suzanne E. Dorsey, Deputy Secretary

OCT 02 2024

CERTIFIED MAIL / ELECTRONIC MAIL

Robert F. Stahl, Jr., Director of Operations
Town of La Plata
P.O. Box 2268
305 Queen Anne Street
La Plata, Maryland 20646

Re: Town of La Plata WWTF, AI# 19072, 21-DP-0518
Compliance/Enforcement Assessment, Opportunity for Informal Meeting
[Response Requested within 14 days]

Dear Mr. Stahl:

The Maryland Department of the Environment, Water and Science Administration, Compliance Program (Department) is committed to protecting and restoring the environment and has the responsibility and authority to ensure compliance with environmental laws and regulations. A primary goal of the Department is to attain and maintain a high rate of compliance by providing clear expectations and by ensuring environmental responsibilities are enforced within the regulated community consistently. When significant violations are observed, the Department has an obligation to take equitable and timely enforcement action, reasonably necessary, to deter future violations from occurring.

The Maryland Department of the Environment, Water and Science Administration, Compliance Program (Department) is concerned regarding the compliance status of the Town of La Plata Wastewater Treatment Facility and the Town's sanitary sewer collection system. The Department has reviewed the reports of sanitary sewer overflows (SSOs) and unauthorized discharges submitted by the Town of La Plata (Town) pursuant to Code of Maryland Regulations (COMAR) 26.08.10 for the period of January 2022 through December 2023. The Department has determined that three (3) unlawful discharges to the ground surface or waters of the State occurred from the Town's sanitary sewer collection system, and four (4) unauthorized discharges occurred from the Town of La Plata Wastewater Treatment Facility (Facility) located at 6505 Curley Hall Road in La Plata, Maryland. In addition, the Facility's Discharge Monitoring Reports (DMRs) submitted for the time period July 2019 through July 2024, indicate a total of sixty-five (65) violations of State Discharge Permit No. 21-DP-0518 (Permit) for total nitrogen, total suspended solids, total ammonia nitrogen, fecal coliform, 5-day biochemical oxygen demand (BOD₅), total recoverable copper, total recoverable zinc, pH, and dissolved oxygen (DO). The enclosed attachments detail these violations.

The Department acknowledges that the total hardness parameter is a target goal established in conjunction with the copper and zinc limits, and that the study plan for Water-Effective Ratio (WER) for Copper was approved by the Department's Municipal Surface Discharge Permits Division on May 23, 2024. In addition, the Department acknowledges the reported causes of the violations,

Mr. Robert F. Stahl, AI# 19072

including rainfall, issues with the lime feeding system, sample error, a malfunctioning methanol feed pump, high summer temperatures, and diminished capacity due to ongoing construction, and that the necessary repairs and adjustments were made in response to the aforementioned noncompliances, including changes to the lime feeding system. Further, the Department acknowledges that upgrades are ongoing to increase the capacity at the Facility from 1.5MGD to 2.0MGD, that the Facility has not reported any additional violations since March 2024, and that the Department's field inspection report dated April 11, 2024 did not observe any additional violations.

Finally, the Department has completed a review of the Discharge Monitoring Reports (DMRs) from January through June 2024, which indicates an average concentration of 4.49 mg/L for total nitrogen, which is greater than the permitted annual loading rate of 4.0mg/l for this time period. This is not considered a violation of the Permit, however continuing to operate at these levels may lead to noncompliance with the permitted annual loading rate for calendar year 2024.

This letter serves as notice that the Department has completed a preliminary compliance assessment of the activities at the Facility and contends that alleged violations, having or continuing to occur at the Facility, are significant in nature and formal enforcement action may be required including but not limited to, ordering of corrective measures to be implemented and/or payment of a monetary penalty. The Department will ensure that each instance of noncompliance undergoes a thorough review and is subsequently addressed after full consideration of the relevant facts and circumstances. Please note that correcting the violation does not preclude the Department's discretion to assess a penalty to resolve this matter. Please be aware, the maximum penalty liability for each day that the alleged violation(s) occurred at this site is significant.

The Department alleges that the Town of La Plata is responsible for violations of Titles 9-322 and 9-323 of the Environment Article, *Annotated Code of Maryland*, and regulations promulgated thereunder having occurred during the time period of July 2019 through July 2024.

- Title 9-322 of the Environment Article states that pollutants may not be discharged to waters of the State.
- Title 9-323 of the Environment Article provides that prior to any operation that could cause or increase the discharge of pollutants into the waters of this State a person shall obtain a discharge permit issued by the Department and comply with all the conditions therein.
- Title 16-202 of the Environment Article requires that a person may not dredge or fill on State wetlands without a license.
- Title 16-307 of the Environment Article requires that a person may not conduct a regulated activity on private wetlands without a permit.

The Department is authorized under Title 9-342 of the Environment Article, *Annotated Code of Maryland*, to assess a civil or administrative penalty for the aforementioned violations.

- Title 9-342 of the Environment Article authorizes the Department to assess penalties of up to \$10,000 per day for water pollution violations.

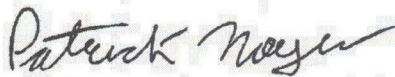
Mr. Robert F. Stahl, AI# 19072

When assessing an appropriate enforcement action that may include monetary penalties, the Department must conduct a careful review of the factors outlined in the Environment Article and listed below.

- The willfulness of the violation, the extent to which the existence of the violation was known to but uncorrected by the violator, and the extent to which the violator exercised reasonable care;
- Any actual harm to the environment or to human health, including injury to or impairment of the use of the waters of this State or the natural resources of this State;
- The cost of cleanup and the cost of restoration of natural resources;
- The nature and degree of injury to or interference with general welfare, health and property;
- The extent to which the location of the violation, including location near waters of this State or areas of human population, creates the potential for harm to the environment or to human health or safety;
- The available technology and economic reasonableness of controlling, reducing, or eliminating the violation;
- The degree of hazard posed by the particular pollutant or pollutants involved; and
- The extent to which the current violation is part of a recurrent pattern of the same or similar type of violation committed by the violator.

The Department requests that, **within 14 days of receipt of this notice**, you contact me at (410) 537-3510 or by email at mde.wsaenforcement@maryland.gov to schedule an informal meeting or alternatively, provide a written response to the alleged violations for the Department's consideration. If you fail or elect not to make contact, the Department will proceed with initiating a formal enforcement action. Thank you for your prompt attention to this matter.

Sincerely,



Patrick Noyes, Enforcement Division Chief
Compliance Program
Water and Science Administration

PCN:bpl
Enclosures (3)

cc: Jeffrey S. Garner, Director of Public Works, Town of La Plata

Attachment I: Effluent Violations

LA PLATA WWTP - LA PLATA WWTP - MD0020524

9/1/2019 - 7/31/2024

Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Value	DMR Value	DMR Value Unit Short Desc	Percent Exceedance
06/30/2020	001	Coliform, fecal general	MEDIAN	14.	25.	MPN/100mL	79
07/31/2020	001	Phosphorus, total [as P]	MO TOTAL	68.	80.	lb/mo	18
03/31/2021	001	Coliform, fecal general	MEDIAN	14.	261.	MPN/100mL	1764
03/31/2021	001	Nitrogen, ammonia total [as N]	MX MO AV	2.8	6.1	mg/L	118
03/31/2021	001	Nitrogen, ammonia total [as N]	MX MO AV	35.	73.	lb/d	109
06/30/2021	001	Coliform, fecal general	MEDIAN	14.	18.	MPN/100mL	29
07/31/2021	001	BOD, 5-day, 20 deg. C	MX WK AV	23.	39.	mg/L	70
07/31/2021	001	BOD, 5-day, 20 deg. C	MX WK AV	282.	312.	lb/d	11
08/31/2021	001	BOD, 5-day, 20 deg. C	MX WK AV	23.	25.	mg/L	9
08/31/2021	001	Coliform, fecal general	MEDIAN	14.	27.	MPN/100mL	93
11/30/2021	001	pH	MAXIMUM	8.5	9.6	SU	
01/31/2022	001	Solids, total suspended	MX WK AV	45.	80.	mg/L	78
01/31/2022	001	Solids, total suspended	MX WK AV	563.	961.	lb/d	71
04/30/2022	001	Nitrogen, ammonia total [as N]	MX DA AV	12.	15.5	mg/L	29
04/30/2022	001	Nitrogen, ammonia total [as N]	MX DA AV	150.	210.	lb/d	40
04/30/2022	001	Nitrogen, ammonia total [as N]	MX MO AV	2.8	5.6	mg/L	100
04/30/2022	001	Nitrogen, ammonia total [as N]	MX MO AV	35.	64.	lb/d	83
05/31/2022	001	Nitrogen, ammonia total [as N]	MX MO AV	1.3	1.4	mg/L	8
06/30/2022	001	Oxygen, dissolved [DO]	INST MIN	7.	6.51	mg/L	7
08/31/2022	001	Coliform, fecal general	MEDIAN	14.	33.	MPN/100mL	136
08/31/2022	001	Oxygen, dissolved [DO]	INST MIN	7.	6.97	mg/L	0
03/31/2023	001	Nitrogen, ammonia total [as N]	MX DA AV	12.	17.5	mg/L	46
03/31/2023	001	Nitrogen, ammonia total [as N]	MX DA AV	150.	154.	lb/d	3
03/31/2023	001	Nitrogen, ammonia total [as N]	MX MO AV	2.8	4.8	mg/L	71
03/31/2023	001	Nitrogen, ammonia total [as N]	MX MO AV	35.	41.	lb/d	17
05/31/2023	001	Phosphorus, total [as P]	MO TOTAL	68.	73.	lb/mo	7
06/30/2023	001	Nitrogen, ammonia total [as N]	MX MO AV	1.3	1.5	mg/L	15
08/31/2023	001	BOD, 5-day, 20 deg. C	MX WK AV	23.	25.	mg/L	9
09/30/2023	001	Nitrogen, ammonia total [as N]	MX MO AV	1.3	1.4	mg/L	8
09/30/2023	001	Phosphorus, total [as P]	MO TOTAL	68.	101.	lb/mo	49
12/31/2023	001	Nitrogen, ammonia total [as N]	MX MO AV	2.8	3.4	mg/L	21
12/31/2023	001	Nitrogen, ammonia total [as N]	MX MO AV	35.	43.	lb/d	23
12/31/2023	001	Solids, total suspended	MX WK AV	563.	745.	lb/d	32
01/31/2024	001	Nitrogen, ammonia total [as N]	MX MO AV	2.8	5.	mg/L	79
01/31/2024	001	Nitrogen, ammonia total [as N]	MX MO AV	35.	61.	lb/d	74
02/29/2024	001	Nitrogen, ammonia total [as N]	MX MO AV	2.8	3.5	mg/L	25
02/29/2024	001	Nitrogen, ammonia total [as N]	MX MO AV	35.	43.	lb/d	23
03/31/2024	001	Coliform, fecal general	MEDIAN	14.	21.	MPN/100mL	50

Attachment II: Effluent Violations - Copper and Zinc
LA PLATA WWTP - LA PLATA WWTP - MD0020524
9/1/2019 - 7/31/2024

Total Recoverable Zinc as Zn - Violations							
Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value*	DMR Value	DMR Value Unit Short Desc
01/31/2020	001	Zinc, total recoverable	DAILY MX	ug/L	66.55002	74.	ug/L
04/30/2020	001	Zinc, total recoverable	DAILY MX	ug/L	59.71704	70.	ug/L
05/31/2021	001	Zinc, total recoverable	DAILY MX	ug/L	63.83852	65.	ug/L
08/31/2021	001	Zinc, total recoverable	DAILY MX	ug/L	49.95564	79.	ug/L
09/30/2021	001	Zinc, total recoverable	DAILY MX	ug/L	49.73872	56.	ug/L
10/31/2021	001	Zinc, total recoverable	DAILY MX	ug/L	44.6411	63.	ug/L
02/28/2022	001	Zinc, total recoverable	DAILY MX	ug/L	38.02504	62.	ug/L
03/31/2022	001	Zinc, total recoverable	DAILY MX	ug/L	40.62808	51.	ug/L
04/30/2022	001	Zinc, total recoverable	DAILY MX	ug/L	46.59338	120.	ug/L

Total Recoverable Copper as Cu, Maximum Daily Average - Violations							
Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value*	DMR Value	DMR Value Unit Short Desc
03/31/2021	001	Copper, total recoverable	DAILY MX	ug/L	4.73489	7.	ug/L
10/31/2021	001	Copper, total recoverable	DAILY MX	ug/L	4.6178	5.	ug/L
01/31/2022	001	Copper, total recoverable	DAILY MX	ug/L	4.96907	7.	ug/L
02/28/2022	001	Copper, total recoverable	DAILY MX	ug/L	3.82419	4.	ug/L
03/31/2022	001	Copper, total recoverable	DAILY MX	ug/L	4.13643	7.	ug/L
04/30/2022	001	Copper, total recoverable	DAILY MX	ug/L	4.85198	52.	ug/L
12/31/2022	001	Copper, total recoverable	DAILY MX	ug/L	6.47823	7.	ug/L
11/30/2023	001	Copper, total recoverable	DAILY MX	ug/L	6.6	11.	ug/L
12/31/2023	001	Copper, total recoverable	DAILY MX	ug/L	6.6	13.	ug/L
01/31/2024	001	Copper, total recoverable	DAILY MX	ug/L	6.6	10.	ug/L
03/31/2024	001	Copper, total recoverable	DAILY MX	ug/L	6.6	31.	ug/L

Total Recoverable Copper as Cu, Maximum Monthly Average - Violations							
Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value*	DMR Value	DMR Value Unit Short Desc
09/30/2020	001	Copper, total recoverable	MO AVG	ug/L	4.00612	5.	ug/L
01/31/2022	001	Copper, total recoverable	MO AVG	ug/L	3.62248	5.	ug/L
03/31/2022	001	Copper, total recoverable	MO AVG	ug/L	3.08872	4.	ug/L
04/30/2022	001	Copper, total recoverable	MO AVG	ug/L	3.54742	15.	ug/L
12/31/2023	001	Copper, total recoverable	MO AVG	ug/L	4.7	6.	ug/L
01/31/2024	001	Copper, total recoverable	MO AVG	ug/L	4.7	5.	ug/L
03/31/2024	001	Copper, total recoverable	MO AVG	ug/L	4.7	10.	ug/L

*Calculated based on *Footnotes for Special Condition II.A for Effluent Limitations*, (9)(a) of State Discharge Permit 13-DP-0518, for violations prior to the September 1, 2023 effective date of State Discharge Permit No. 21-DP-0518

Attachment III
Town of La Plata SSOs Jan. 2022 through Dec. 2023

Date	Location	Gallons	Cause
2/5/2022	100 Buckeye Circle	100	Pump failure and bad float.
12/28/2022	Willow Lane Pump	2,000	Reliable Contracting working on sewer.
7/17/2023	100 Buckeye Circle	2,000	Mechanical issues with pump.

Town of La Plata Unauthorized Discharges Jan. 2022 through Dec. 2023

Date	Location	Gallons	Cause
1/4/2022	La Plata WWTP	50,000	Extreme weather event coupled with
7/22/2023	La Plata WWTP	4,000	RAS pipe on Mod 2 cracked at flange.
10/8/2023	La Plata WWTP	20,000	Pump switch failure.
12/27/2023	La Plata WWTP	60,000	Heavy rain/ I&I .



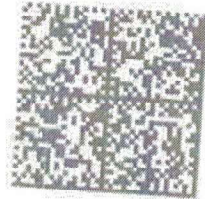
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MARYLAND DEPARTMENT OF THE ENVIRONMENT
1800 Washington Boulevard • Baltimore, Maryland 21230-1718

Robert Stahl, Director of Operations
Town of LaPlata
P.O. Box 2268
305 Queen Anne Street
LaPlata, Maryland 20646

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Serena McIlwain, Secretary
Suzanne E. Dorsey, Deputy Secretary

MAR 10 2025

CERTIFIED MAIL / ELECTRONIC MAIL

Robert F. Stahl, Jr., Director of Operations
Town of La Plata
P.O. Box 2268
305 Queen Anne Street
La Plata, Maryland 20646

Re: Town of La Plata WWTF, AI# 19072, 21-DP-0518
Notice of Referral to the Office of the Attorney General

Dear Mr. Stahl:

The Maryland Department of the Environment, Water and Science Administration, Compliance Program (Department) has reviewed the email correspondence and associated documents provided by the Town of La Plata (Town) on November 22, 2024 in addition to the information provided during the meeting held on November 12, 2024 between representatives of the Department and the Town. However, the Department remains concerned regarding the compliance status of the Town of La Plata Wastewater Treatment Facility (Facility) and the Town's sanitary sewer collection system.

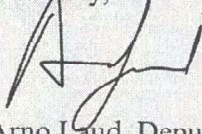
The alleged violations are outlined in the Department's *Compliance/Enforcement Assessment, Opportunity for Informal Meeting* letter dated October 2, 2024, as well as the attached updated spreadsheets, which include sanitary sewer overflows, unauthorized discharges, and violations of the effluent limits and the total nitrogen annual maximum loading rate established in the Permit for the time period January 2020 through December 2024. Furthermore, the Department conducted an inspection of the Facility on January 28, 2025 in response to a complaint, and observed a discharge of solids and visible persistent foam other than trace amounts from Outfall 001, in violation of Special Condition II.A of State Discharge Permit No. 21-DP-0518 (Permit).

Please be advised that after careful consideration of the ongoing nature and severity of the violations at the Site, the Department has decided to refer this matter to the Office of the Attorney General for formal enforcement. If you have any questions, please do not hesitate to contact Mr. Patrick Noyes, Enforcement Division Chief, Compliance Program at (410) 537-3510 or by email at mde.wsaenforcement@maryland.gov.

Thank you for your prompt attention to this matter.

Mr. Robert F. Stahl, AI# 19072

Sincerely,

A handwritten signature in black ink, appearing to be 'Arno Laud', written over the word 'Sincerely,'.

Arno Laud, Deputy Program Manager
Compliance Program
Water and Science Administration

ADL:bpl
Enclosures (4)

cc: Jeffrey S. Garner, Director of Public Works, Town of La Plata
Kirk Parks, Assistant Director of Operations - Utilities, Town of La Plata

Technical Memorandum

Project: Town of La Plata Wastewater Treatment Plant Assessment and Recommendations for Return to Compliance

*From: Amalia Terracciano, PE, PhD
Brian Lubenow, PE, PMP*

Date: June 26, 2025

Subject: La Plata WWTP- Operations Assessment & Recommendations

1.0 Introduction

The Town of La Plata (Maryland) owns and operates a 1.5 million gallon per day (MGD) Wastewater Treatment Plant (WWTP) located in Charles County at 6505 Curley Hall Road, La Plata, Maryland (**Figure 1**).

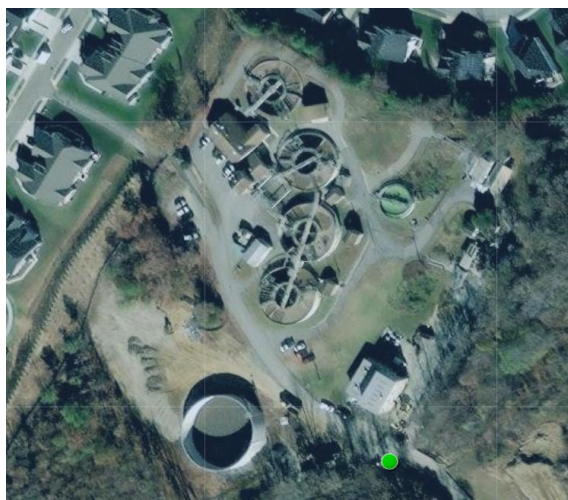


Figure 1. La Plata WWTP, aerial view from Maryland GIS mapping

The WWTP was built in 1971 as an activated sludge (AS) plant with two (2) self-contained modules (i.e., MOD#1 and MOD#2). In 1987, the two (2) original modules (MODs) were converted to a Modified Ludzack-Ettinger (MLE) configuration, an adaptation of the conventional AS process, which incorporates an additional anoxic zone to promote denitrification, enhancing nitrogen removal. The MODs are followed by a tertiary clarifier, sand filters, effluent re-aeration, and finally ultraviolet disinfection (UV) prior discharge to an unnamed tributary of the Port Tobacco Creek.

In 2000, the Maryland Department of the Environment (MDE) established the Chesapeake Bay Restoration Fund to target the reduction of nutrients (nitrogen, phosphorous) contributed by discharges from publicly own treatment works (POTWs) (i.e., WWTPs) to improve the quality of water discharged

into the Bay and its tributaries. As result of the program and through support by MDE Restoration Fund, the Town of La Plata WWTP was upgraded with enhanced nutrient removal (ENR) technology. A first set of upgrades to the secondary treatment process was completed in 2001 with the addition on a new module (MOD#3) and conversion of the plant to biological nutrient removal (BNR) and effluent design concentrations of 8 mg/L total nitrogen (TN) and 3 mg/L total phosphorus (TP). A later upgrade was completed in 2014 with the addition of a fourth and final module (MOD#4) allowing for plant conversion to ENR and effluent design concentrations of 3 mg/L TN and 0.3 mg/L TP. This upgrade increased the rated capacity from 1.0 MGD to 1.5 MGD. A summary of the plant's design criteria and present conditions is reported in **Table 1**.

Table 1. La Plata WWTP design summary

Parameter/Info	Value	Note
Year built	1970	
Permitted flow (2025), MGD	1.5	Current infrastructure sized at 1.5 MGD
Future Permitted flow, MGD	2.0	Conditional to completion of planned upgrades to MOD#1 & MOD#2
Service area, mi ²	7.4	
Population served	9,000	At design
Connections added since 2022	343	As of May 2025
Active accounts	4,411	As of May 2025
Secondary treatment	1) Activated sludge 1970 2) Modified Ludzack-Ettinger, 1987 3) Biological nutrient removal (BNR), 2001 4) Enhance Nutrient Removal (ENR), 2014 5) Simultaneous Nitrification-Denitrification (SNDN), MOD#1, 2024	
Biosolids	Landfill	

As documented in the 2020 Wastewater Capacity Management Plant (WWCMP), further expansion to bring the plant to an overall capacity of 2.5 MGD has been recommended to accommodate the projected increase in influent flow resulting from expected Town build-out/expansion. As such, since 2021, the plant has undergone a series of phased upgrades using the existing four (4) MODs to increase its rated capacity to 2.0 MGD and, in the future, to 2.5 MGD. It has been estimated that if the plant's influent flow should increase in the future to levels higher than 2.5 MGD, a fifth module (MOD#5) would need to be added to compensate for the required additional capacity.

2.0 Objectives

The Town has received notices from the MDE related to violations between 2020 and 2024, including sanitary sewer overflows (SSO) and a variety of discharge quality violations. It is understood that these violations may be caused by excessive rainfall. A tabulated list of discharge exceedance as experienced by the plant between 2022 and 2025 is reported in **Appendix A**.

To respond to the notice of violations, the Town of La Plata has requested a high-level, independent review of the WWTP performance to develop a tentative framework for restoring the plant to compliance. As such, CDM Smith has been retained by the Town to perform a technical review of the plant's existing conditions and operations with respect to evaluation of compliance capacity. The evaluation will review the plant's process performance with respect to intended design and projected expansion. The outcome from the review, as described in this memo, will allow for development of a framework to direct the plant towards restoration with compliance.

3.0 Existing Conditions

3.1 WWTP Assessment and Overview

In this section an overview of the plant's current process flow, operation and site conditions are presented based on information available from MDE inspection reports (2024-2025) and a site visit by CDM Smith in May 2025. A 2014 version of the plant's process flow diagram (PFD) is shown in **Figure 2** and an aerial view of the plant footprint with labels of process components (as provided by the plant) is shown in **Figure 3**.

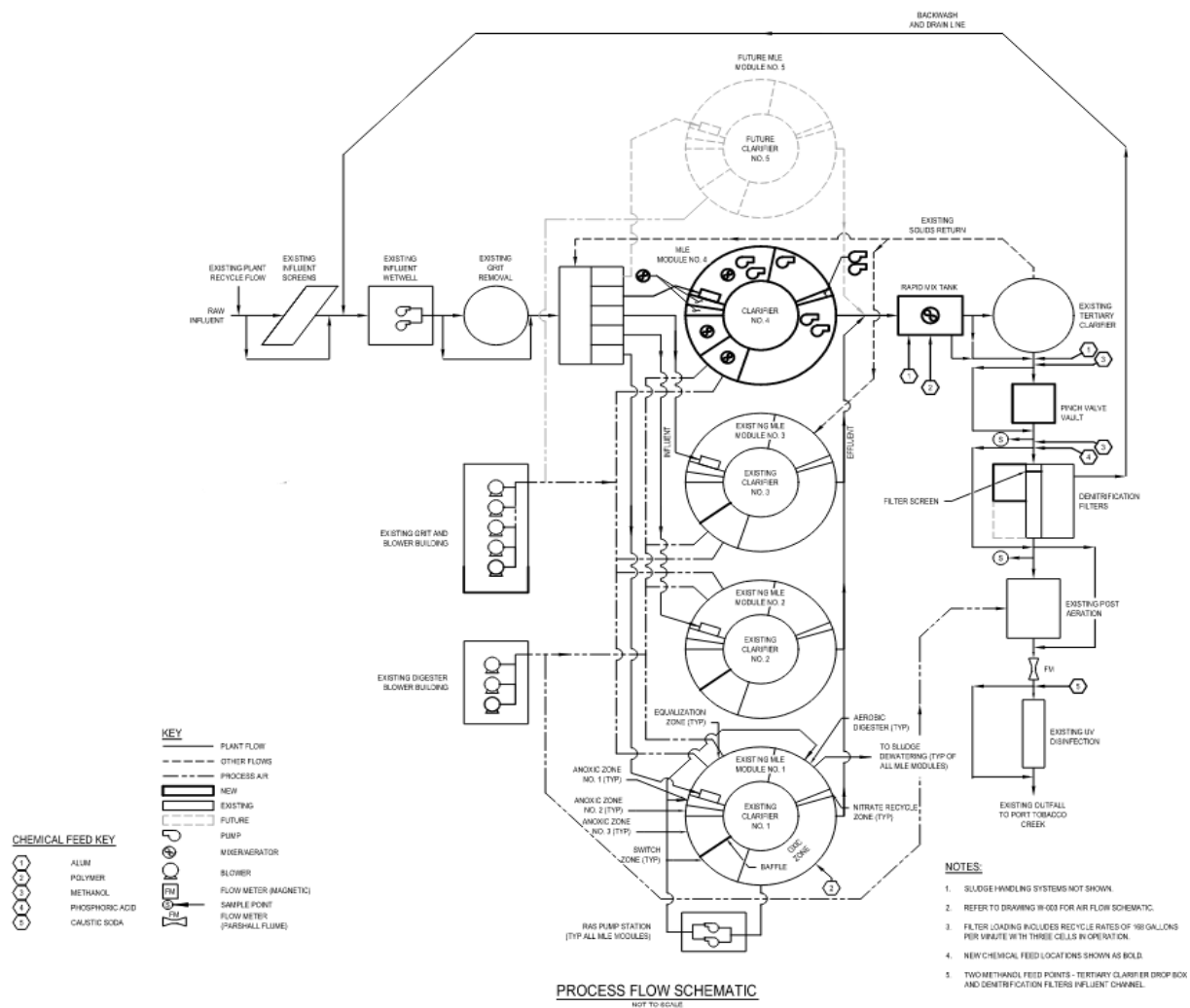


Figure 2. Town of La Plata WWTP PFD



Figure 3. La Plata WWTP Existing Site Plan with Process Components Labels

The plant is provided with a 1.5 MG equalization tank, built in 2021, which is used to equalize the influent flow under peak conditions prior to primary treatment. The tank is located across the road from the plant site. The equalization tank (EQ) was built to provide the plant with additional equalization capacity to help solve issues caused by excessive inflow and infiltration (I/I), particularly during rain events. Although provided with electronic valves for automation, the EQ tank is currently operated manually as automation control is out of service.

The influent to the WWTP collects at two (2) locations prior to merging into a deep concrete trough at the headworks. A mechanical bar screen catches rags and other larger debris which are then collected in a nearby covered dumpster and disposed of weekly at the Charles County landfill. Post bar screening, liquid lime is added for alkalinity and pH control. On average, lime usage is in the order of 150 gallons per day (gpd). The lime tank capacity is 3,800 gallons with an average frequency of refill of 21 days. The post-screening effluent is lifted by two (2) wet well pumps at the influent pump station (IPS) up to the grit removal systems which consist of two (2) Eutek Systems Teacup grit classifiers (**Figure 4**). Both wet well pumps are kept in service and rotated after a set time interval (lead and lag setup). The pumps are operated to maintain a fixed level in the wet well (~ 6 ft). When the level of the wet well hits a specific set point (~ 8 ft), the wet well pump will go online and operate until the level is brought down to 6-6.5 ft. To provide full redundancy, addition of a third lift pump is included among other planned upgrades at the plant. Generally, under normal flow conditions, one classifier is placed in use while the second classifier is brought online during periods of higher flow (automatic flow-control). The removed grit is disposed of in a dumpster inside the building. From the grit removal system, the flow is directed to the

secondary treatment through a splitter box where gate valves are used to regulate the flow entering each of the reactors in the secondary treatment.



Figure 4. Eutek Systems Teacup grit classifiers

The secondary treatment process is organized into four (4) self-contained modules named MOD#1, #2, #3 and #4. Each treatment MOD is made up of a large circular concrete slab with a large circular steel tank with another circular steel tank inside of it. The center circular tank is a 35 ft diameter secondary clarifier. The outer ring is the biological reactor tank with several baffles to create the various aerobic and anoxic zones.

The MODs 2,3 and 4 still retain the original configuration for the Modified Ludzack Ettinger (MLE) process (**Figure 5**), which include a small influent equalization section, return activated sludge (RAS), anoxic zone, aerobic zone, a central clarifier and aerobic digesters for sludge. RAS is added to the anaerobic zone of each MODs.

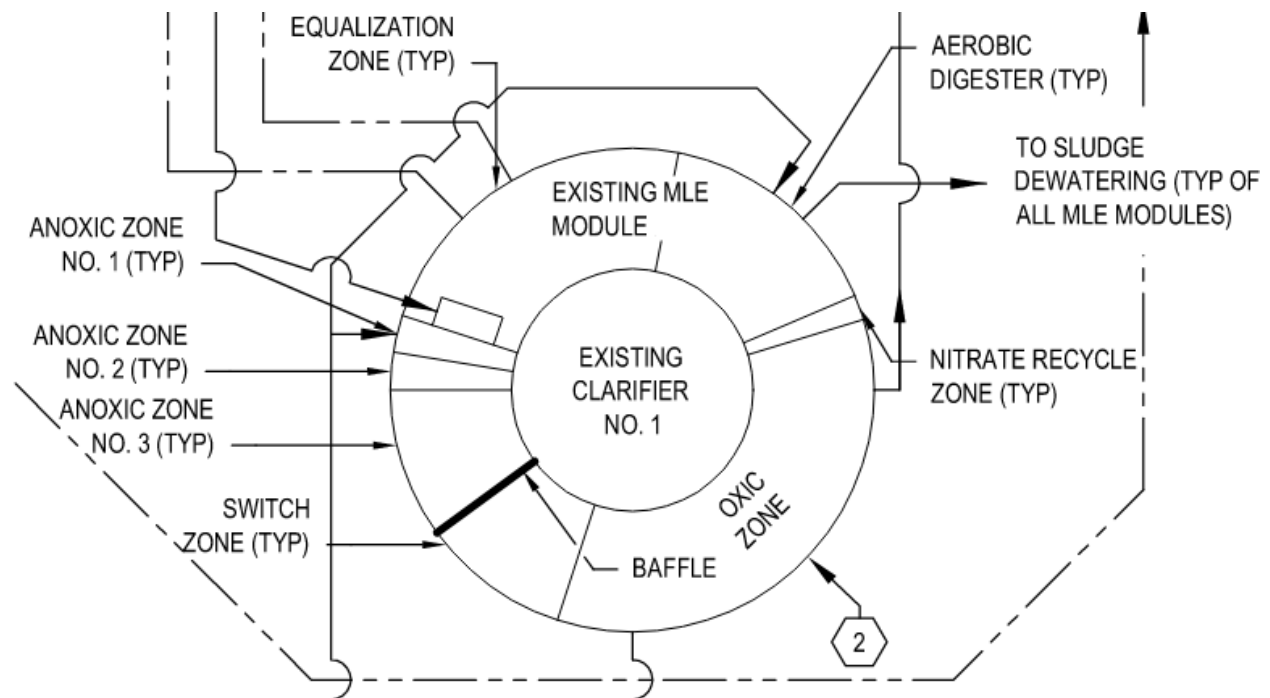
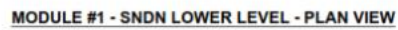


Figure 5. Schematic of MOD with MLE process configuration

The plant is provided with two (2) sets of blowers, one set to supply process air (i.e., MODs), the other set to supply air to aerobic digester blowers. The blowers used for digesters are operated on a continuous basis and are also used to supply air to the re-aeration tank at the effluent disinfection. since they run nonstop and supply a constant flow of air.

Since March 2024, MOD #1 has been converted to a Simultaneous Nitrification-Denitrification (SNDN) process (**Figure 6**), which resulted in the loss of the equalization section and digester portion of the module due to requirement for larger aerobic and anoxic zones (**Figure 7**). MOD#1 is currently supported by a dedicated blower to provide air to the aerobic zone. The conversion of the MOD#1 to SNDN process was tested through a pilot test conducted from June 2024 to April 2025. The pilot test was conducted to gather data on the performance of the SNDN process particularly under stress conditions (i.e., MOD#1 treating 70% of plant influent flow). At normal operational conditions MOD#1 will receive up to 50% of the influent flow.



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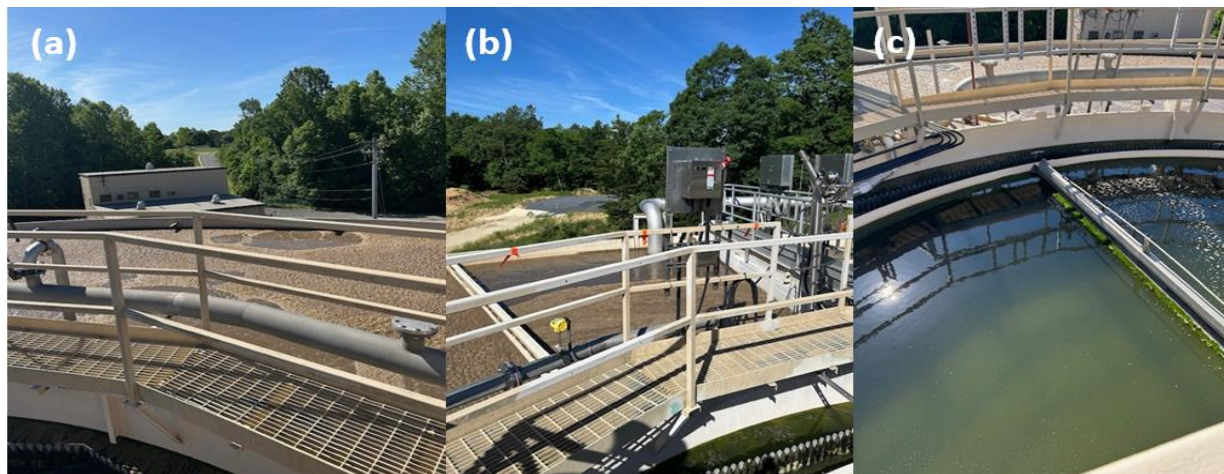


Figure 7. Views of MOD#1 (a) aerobic zone, (b) anoxic zone, (c) central clarifier

Mixed liquor suspended solids (MLSS) concentrations in the MODs are typically maintained at levels of 4,200 mg/l in summer while higher levels are maintained in the winter (i.e., 5,200 mg/l) to compensate for slower bacterial activity.

Prior to entering the central clarifier of each MODs, alum is added to the flow to aid with the clarification process. From the central clarifiers of each treatment module, flows are joined into a mixing tank prior to entering the tertiary clarifier (**Figure 8a**). The mixing tank could be used for mixing of chemicals to assist flocculation and settling in the tertiary clarifier, however, as reported by the operators during the site by MDE in April 2025 and later by CDM Smith in May 2025, such operation is not implemented as the tertiary clarifier design is more suited for potable water rather than clarification for wastewater. Flow from the tertiary clarifier proceeds via gravity to three (3) sets of sand filters, each with four (4) cells (**Figure 8b**). The flow in/out of the filters is measured by a ChemScan flow meter which is also used to perform automated tests for ammonia, nitrite, nitrate, and total phosphorus (used for process adjustments).

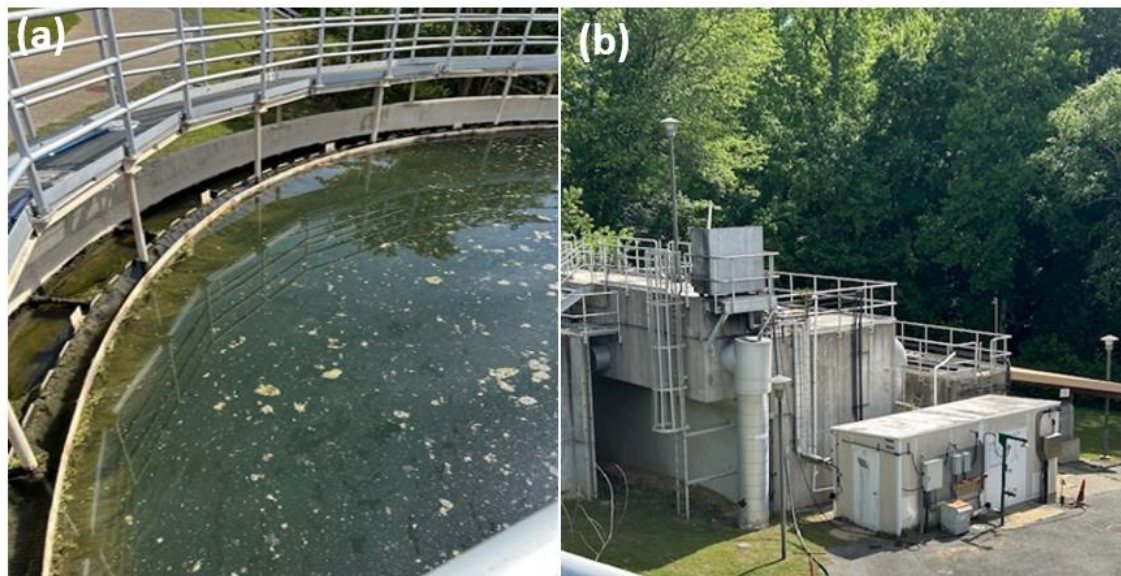


Figure 8. (a) Up-flow tertiary clarifier and (b) Sand Filters view and UV Disinfection structure from Tertiary Clarifier

The post-filtration effluent is re-aerated (using the same blowers as used for MODs aeration) and disinfected through a channel with two (2) banks of UV lights (Trojan UV3000B) in a single channel (**Figure 9**). Finally, the treated effluent exits the site via a pipe discharging onto a short concrete spillway leading to the Port Tobacco tributary.



Figure 9. UV light in effluent channel

The sludge collected from the clarifier (waste activated sludge) is processed in the solids handling building through a 1.2-meter belt press (Alfa Laval Ashbrook, Simon-Hartley). The dewatered biosolids are then contract hauled from the plant to a landfill in Virginia.

4.0 Assessment of WWTP Expansion and Compliance Challenges

4.1 WWTP Expansion: MOD#1 Conversion to SNDN

As described in previous sections, the Town of La Plata WWTP was upgraded to BNR technology in 2001 with an increase in the plant's capacity from 1.0 MGD to 1.5 MGD. Further expansion of the plant was completed in 2014 to meet ENR discharge limits, specifically 4 mg/L TN and 0.3 mg/L TP.

In 2021, the Town of La Plata submitted a preliminary Engineering report (PER) to MDE for presentation and approval of a capital improvement plan (CIP) for development and modifications to the collection and treatment infrastructure.. Such improvements were proposed to respond to the need for sewer capacity extension and upgrade based on impending projected growth (**Figure 10**) resulting from expansion/construction of new residential units and business development, particularly in the Southwest Quadrant (SWQ), between 2022-2032. Specific improvements to the sewer collection system include:

- Construction of a new Pumping Station (PS) in the SWQ
- Construction of a new 24-inch sewer system for conveyance from SWQ to WWTP

Project	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Agricopia	32	22	30	30	30	30	30	30	30	30	30	30	30	30
Sleepchase	28	24	36	66	66	54	30	30	30	3	0	0	0	0
Hawthorne Greene SII PI	19	19	0	0	0	0	0	0	0	0	0	0	0	0
Hawthorne Greene SII PII	0	0	19	20	0	0	0	0	0	0	0	0	0	0
Willow Woods	8	0	0	0	0	0	0	0	0	0	0	0	0	0
Willow Woods Sect 2	0	0	8	0	0	0	0	0	0	0	0	0	0	0
Oak Avenue (Multi-Family Dwelling)	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Heritage Green*	0	0	0	300	300	300	300	300	300	300	300	300	300	170
Townhomes Potomac Square	0	0	0	22	0	0	0	0	0	0	0	0	0	0
Stagecoach Crossing (Concept)	0	0	0	0	50	50	50	50	50	50	50	50	50	50
The Hub (TDX)	0	0	0	0	0	0	94	94	94	94	94	94	94	94
Hawthorne Yards	0	0	0	0	30	30	30	30	30	30	3	0	0	0
Baldus Farm	0	0	0	0	0	30	30	30	30	30	30	30	30	30
Wash Ave Apartments (72)	0	0	0	0	72	0	0	0	0	0	0	0	0	0
Villages of Rosewick	0	0	0	0	0	32	30	30	30	30	30	30	20	0
Yearly Total	88	65	93	438	476	464	534	534	534	507	477	474	474	344
Cumulative Total EDU	88	153	246	684	1160	1624	2158	2692	3226	3733	4210	4684	5158	5502
Existing edu	1000	907	814	376	-100	-564	-1098	-1632	-2166	-2673	-3150	-3624	-4098	-4442
Existing Gpm Sewage Capacity	250,000	226,750	203,500	94,000	-25,000	-141,000	-274,500	-408,000	-541,500	-668,250	-787,500	-906,000	-1,024,500	-1,110,500
Existing Gpm Water Capacity	222,000	201,354	180,708	83,472	-22,200	-125,208	-243,756	-362,304	-480,852	-593,406	-699,300	-804,528	-909,756	-986,124

Figure 10. Table of Town's building permits issued, allocated or anticipated as reported in the 2021 PER to MDE (Exhibit#3- Future Capacity Needs).

Along with the upgrade/expansion of the conveying sewer infrastructures, the CIP included a series of specific upgrades/modifications to the WWTP to be completed between 2021 and 2023. The proposed improvements/modifications were designed with the intent to satisfy specific objectives as concerning the plant's rated capacity, in specific:

- Increase the WWTP capacity from 1.5 MGD up to 2.5 MGD to enable the plant to meet the increasing demand associated with the projected growth in the Southwest Quadrant and other priority funding areas (PFAs) of the Town
- Address chronic I/I issues (i.e., three-year I/I average for 2017- 2019 was 15.5%, with an I/I component of the wastewater influent in 2019 of 22.2%, which is above WWTP design- 2021 PER)
- Address increasing challenges from WWTP operation/performance associated with aging infrastructure nearing the end of useable life across several process units (MODs, clarifiers, anaerobic digestion, etc.)

The upgrades to the WWTP would be implemented through a phased approach targeting specific milestones as described below:

1. Conversion of existing MLE process in MOD#1 and MOD#2 to Simultaneous Nitrification and Denitrification (SNDN).
2. Construction of a New Tertiary Clarifier.
3. Refurbish the existing Tertiary Clarifier into a new Aerobic Digester.
4. Additional upgrades to influent pump station (PS), influent screen, UV disinfection system, denitrifying filter addition, increase solids handling and upgrade of plant SCADA.

The upgrades as described above were approved by MDE in 2021. However, although MDE approved the change for MOD#1 and MOD#2 to a SNDN process, a request was added that MOD#1 be modified first and tested through a pilot testing program of one year to evaluate the performance of the new process. At completion of the pilot testing, if the unit shows to perform as intended and designed, MDE

would grant the permit to upgrade the MOD#2 to a SNDN process. As such, upgrades to the WWTP started in 2021 with the conversion of MOD#1 to SNDN and construction of a 1.5 MGD equalization tank (EQ). The EQ tank was built to aid the plant with the recurring I/I issues and to replace/compensate for the loss of the equalization portion of MOD#1 and MOD#2 from the proposed conversion to SNDN.

To allow for required modifications, MOD#1 was offline from Jan 2023 to March 2024. The condition of having MOD#1 offline during the time of conversion/upgrade resulted in an overall loss in plant capacity of 25%. The results from the pilot testing on MOD#1 are currently under evaluation and the Town expects submission of the final report to MDE by June 2025. As part of the planned upgrades and conditions outlined in the 2021 PER, the conversion of MOD#1 to the SNDN process was made to allow for re-conversion and modification of the MOD to the original MLE process should the SNDN prove to be not effective or adequate based on the results of the planned pilot testing.

It should be noted that the pilot test on the SNDN-modified MOD#1, as required by MDE, was conducted with the intent to evaluate the performance of the MOD under both normal and stress conditions. As such, MOD#1 was run with an incremental capacity of the treated flow, which was obtained by directing 20% to 70% of the influent flow to the MOD. This approach resulted in the need to maintain a high concentration of mix liquor suspended solids (MLSS) (i.e., biomass) in the MOD, particularly during the winter. In addition, as noted in the April 2024 site inspection report by MDE, the high flow requirement for pilot testing of MOD#1 required the reduction of flow to MOD#2, #3, and #4. However, due to the inability to maintain steady flow conditions to all modules and therefore a healthy biomass, MOD#4 had to be taken offline from July 2024 to Jan 2025 to maintain enough flow to MOD#1, #2 and #3. As of May 2025, all MODs at the plant are back in operation.

4.2 WWTP Discharge Limits and Compliance Challenges

As described in Section 2.0 of this technical memo, the plant has received a series of notices from MDE regarding discharge limits exceedances and violations between 2022-2023, in addition to unauthorized SSO events.

The WWTP effluent discharge is currently regulated through MDE state permit #12-DP-0518 and NPDES permit #MD0020524, both expiring on August 31, 2028. The plant discharges through the permitted outfall #001A into an unnamed tributary of the Port Tobacco Creek, which is designated as Use 1 Waters which are protected for water contact recreation and nontidal warmwater aquatic life. The tributary is subjected to Total Maximum Daily Loading Limits (TMDLs) for both nitrogen (18,273 lbs/yr) and phosphorus (1,370 lbs/yr), which are also listed in the WWTP current NPDES permit as annual max loading rates for the plant's effluent. The established discharge limits for the WWTP current capacity of 1.5 MGD, as reported in the NPDES permit, are summarized in **Table 2**.

Table 2. Discharge limits at Outfall based on 1.5 MGD influent flow

Parameter	Unit	Annual Maximum Loading Rate	Monthly average concentration	Weekly average concentration	Daily average concentration	Notes
BOD ₅	mg/L	N/A	15-30	23-45	N/A-N/A	(5/1-10/31)- (11/1-4/30)
TSS	mg/L	N/A	30	45	N/A	
Total Ammonia as Nitrogen (interim)	mg/L	N/A	1.3-2.8	N/A-N/A	10-12	(5/1-10/31)- (11/1-4/30)

Parameter	Unit	Annual Maximum Loading Rate	Monthly average concentration	Weekly average concentration	Daily average concentration	Notes
Total Ammonia as Nitrogen (final)	mg/L	N/A	0.7-1.6	N/A-N/A	3.2-10.1	(5/1-10/31)-(11/1-4/30)
Total Nitrogen as N	Lbs/yr	18.237	N/A	N/A	N/A	All year
Total Phosphorous as P	Lbs/yr	1,370	N/A	N/A	N/A	All year
Total recoverable copper as Cu	µg/L	N/A	4.7	N/A	6.6	
Total recoverable zinc as Zn	µg/L	N/A	N/A	N/A	62	
Hardness	mg/L	N/A	N/A	N/A	47	
Fecal Coliform	ml	MAX=14/100—ml monthly median value -MIN=N/A				
Total Residual Chlorine	mg/L	MAX=0.011-MIN=N/A				
pH	SU	MAX=8.5-MIN=6.5				
Dissolved Oxygen	mg/L	MAX=N/A-MIN=7.0				

The permit also includes effluent discharge limits for the expanded WWTP capacity of 2.0 MGD; such limits are currently not in place as the permit specifies that such discharge limits will be applied upon substantial completion of construction and commencement of operation of the facility at the expanded capacity (**Table 3**). However, the effluent limits for most parameters do not change significantly between the 1.5 MGD vs 2.0 MGD discharge flow, except for biochemical oxygen demand (BOD₅), total suspended solids (TSS) and total ammonia as nitrogen. It should be noted that with the further expansion in plant's capacity from 1.5 MGD to 2.0 MGD and then 2.5 MGD, lower effluent nutrient concentrations will need to be met as the annual load allocation for nitrogen and phosphorous (i.e., 18,273 lbs N/yr and 1,370 lb P/yr) will not change with the change in plant's capacity. Such considerations must be taken into account when planning for future expansion of WWTP treatment capacity and deployment of new biological processes for nutrient removal.

Table 3. Discharge limits at Outfall based on 2.0 MGD influent flow

Parameter	Unit	Annual Maximum Loading Rate	Monthly average concentration	Weekly average concentration	Daily average concentration	Notes
BOD ₅	mg/L	N/A	11-23	17-34	N/A-N/A	(5/1-10/31)-(11/1-4/30)
TSS	mg/L	N/A	23	34	N/A	
Total Ammonia as Nitrogen (interim)	mg/L	N/A	1.3-2.8	N/A-N/A	10-12	(5/1-10/31)-(11/1-4/30)
Total Ammonia as Nitrogen (final)	mg/L	N/A	0.7-1.6	N/A-N/A	3.2-9.9	(5/1-10/31)-(11/1-4/30)
Total Nitrogen as N	Lbs/yr	18.237	N/A	N/A	N/A	All year

Parameter	Unit	Annual Maximum Loading Rate	Monthly average concentration	Weekly average concentration	Daily average concentration	Notes
Total Phosphorous as P	Lbs/yr	1,370	N/A	N/A	N/A	All year
Total recoverable copper as Cu	µg/L		4.7	N/A	6.6	
Total recoverable zinc as Zn	µg/L		N/A	N/A	62	
Hardness	mg/L		N/A	N/A	47	
Fecal Coliform	ml	MAX=14/100—ml monthly median value -MIN=N/A				
Total Residual Chlorine	mg/L	MAX=0.011-MIN=N/A				
pH	SU	MAX=8.5-MIN=6.5 (at any time)				
Dissolved Oxygen	mg/L	MAX=N/A-MIN=7.0 (at any time)				

From review of permit limits exceedances as reported in the Permit Limit and Discharge Monitoring Report (DMRs) from 2020 to 2025, the parameters with the highest number of exceedances at the effluent are the ammonia-nitrogen and the total recoverable copper (**Table 4**).

Table 4. Discharge exceedances count by parameter (2020-2025)

Discharge Exceedance Count (2020-2025)	
Copper	14
Ammonia-Nitrogen	13
Coliform	10
Zinc	9
Phosphorous	3
TSS	3
BOD	2
Oxygen	2
pH	1

As also shown in the preliminary analysis on the WWTP capacity, included in the 2021 PER, the WWTP is affected by a chronic I/I issue, caused by rain events coupled with aging infrastructure of the town conveying system, as noted from plant's staff during a site visit by CDM Smith in May 2025. In fact, older section of the Town still relies on terracotta (clay) pipes which are aging and brittle.

From an analysis of the daily precipitation and influent flow values between 2022-2025, a strong correlation between the two parameters (**Figure 11**) can be observed, with the influent flow reaching peaks of 2.0-2.3 MGD for precipitation above 1.0 inch. The average influent flow for the period in consideration was of 1.15 MGD with a max flow of 2.98 MGD, resulting in a peak factor of 2.60 MGD. Based on analysis of particularly intense period of precipitation events and corresponding high influent flow was observed from Jan 2023 to March 2024, which coincided with MOD#1 being offline due to rehab/upgrade to SNDN.

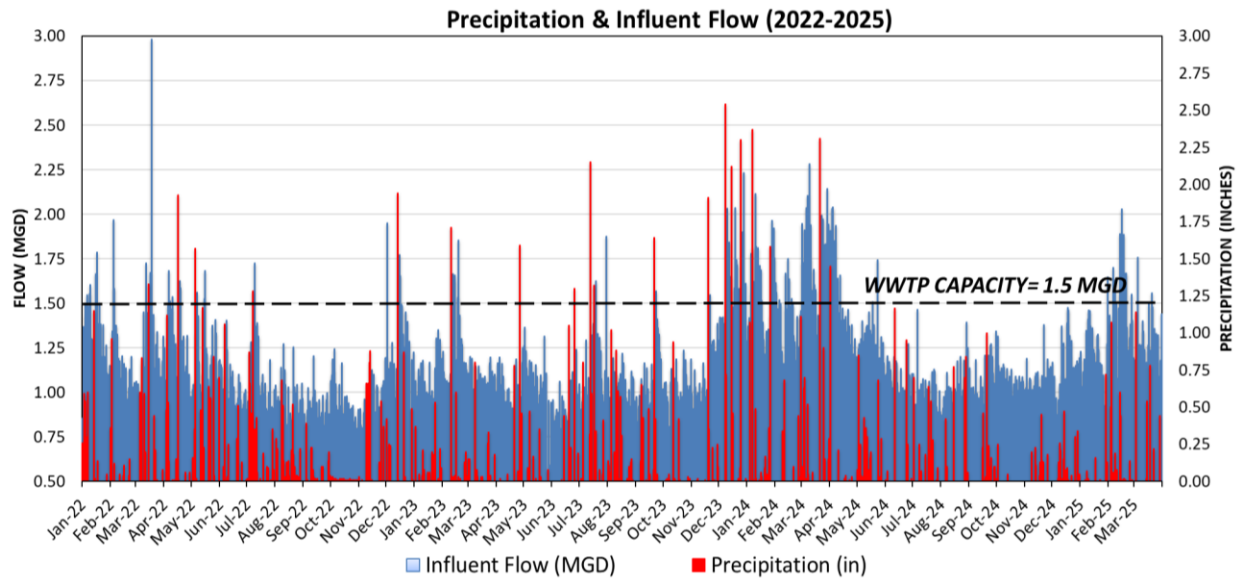


Figure 11. Town of La Plata precipitation (inches) vs Influent Flow (MGD) 2022-2025

The correlation between the high precipitation and high influent flow reflects also on the effluent trends of several parameters regulated in the NPDES permit. As shown in **Table 4**, the parameters with the highest number of exceedances/counts are the total recoverable copper (Cu) and ammonia-nitrogen. By plotting the effluent values for ammonia (**Figure 12**) and copper (**Figure 13**) parameters (as reported in WWTP DMRs) against the influent flow, it's possible to observe how most exceedances are correlated with events of high flow. The same correlation between permit exceedances and high influent flow from precipitation events is highlighted also through evaluation of effluent TSS values (**Figure 14**) which reinforce the consideration as noted by plant's staff during a site visit by CDM Smith in May 2025, that 99% of washout events happen during high influent flow conditions.

In addition to the contribution from precipitation/high influent flow, it is noticeable through observation of effluent values for ammonia (**Figure 12**) and BOD (**Figure 15**) that several discharge violations were confined between January 2023 and March 2024, which coincide with the time of MOD#1 being offline due to completion of upgrades for conversion to SNDN process. Such finding reiterates the consideration that the condition of having MOD#1 offline for an extended period of time (> 1 year), may have created challenging operational conditions. It should also be noted that as result of the pilot testing conducted on MOD#1 between March 2025 and April 2025, due to the need of provide MOD#1 with enough flow for stress/high load conditions, MOD#4 had to be taken offline from August 2024 to January 2025. Such operational changes paired with the commissioning/testing of a new biological process in MOD#1 may have triggered additional complications with respect to the issue of compliance.

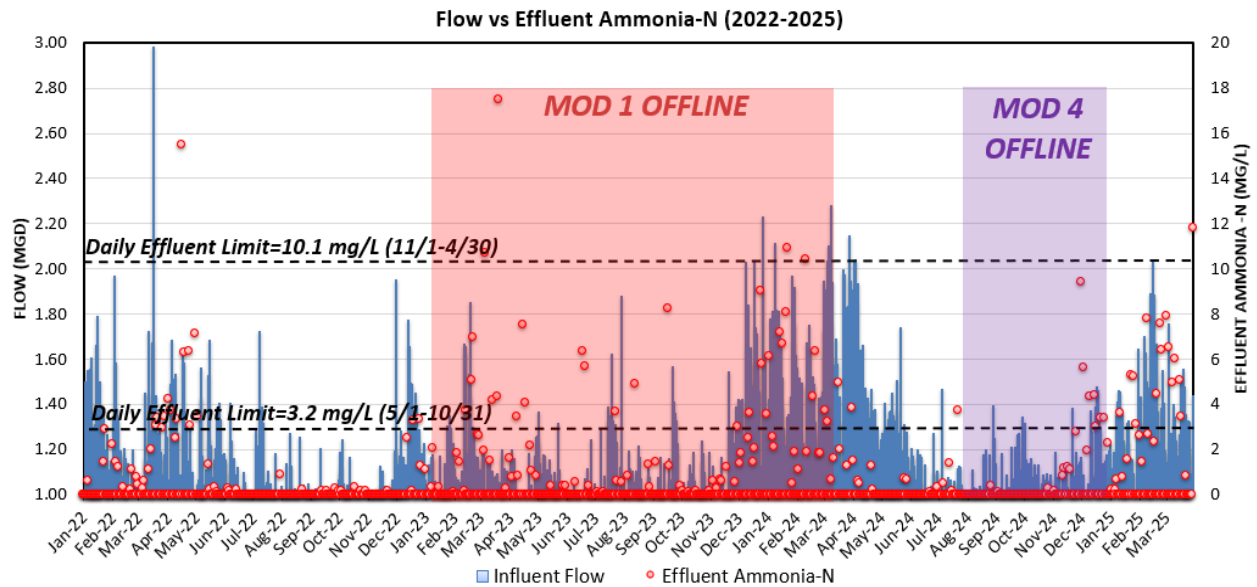


Figure 12. Effluent Ammonia-Nitrogen (mg/L) concentrations vs Influent Flow (MGD), 2022-2025

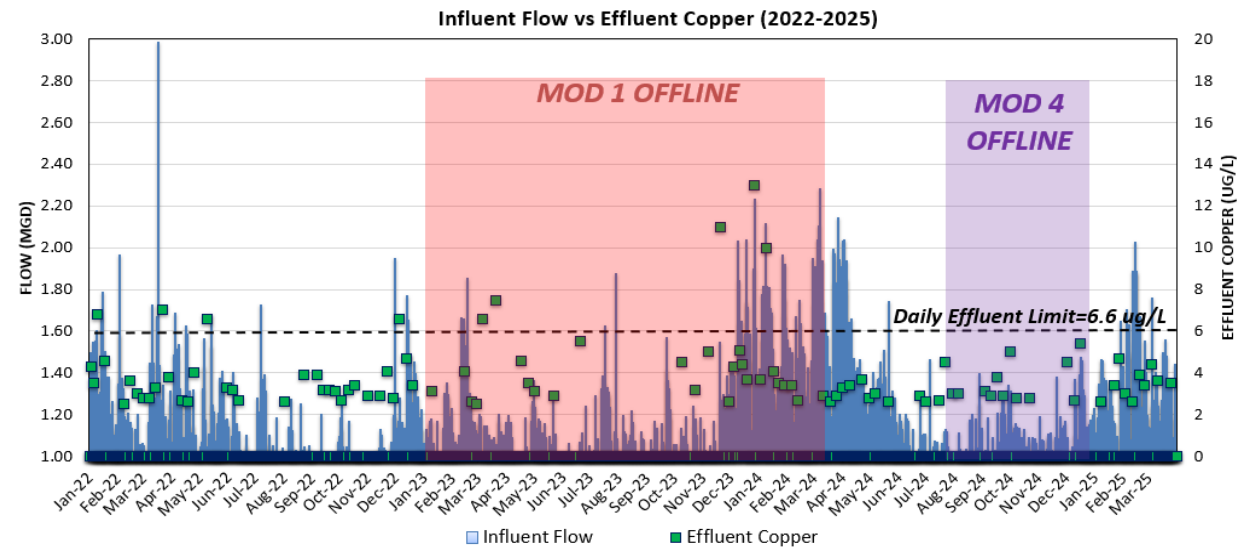


Figure 13. Effluent Copper (µg/L) concentrations vs Influent Flow (MGD), 2022-2025

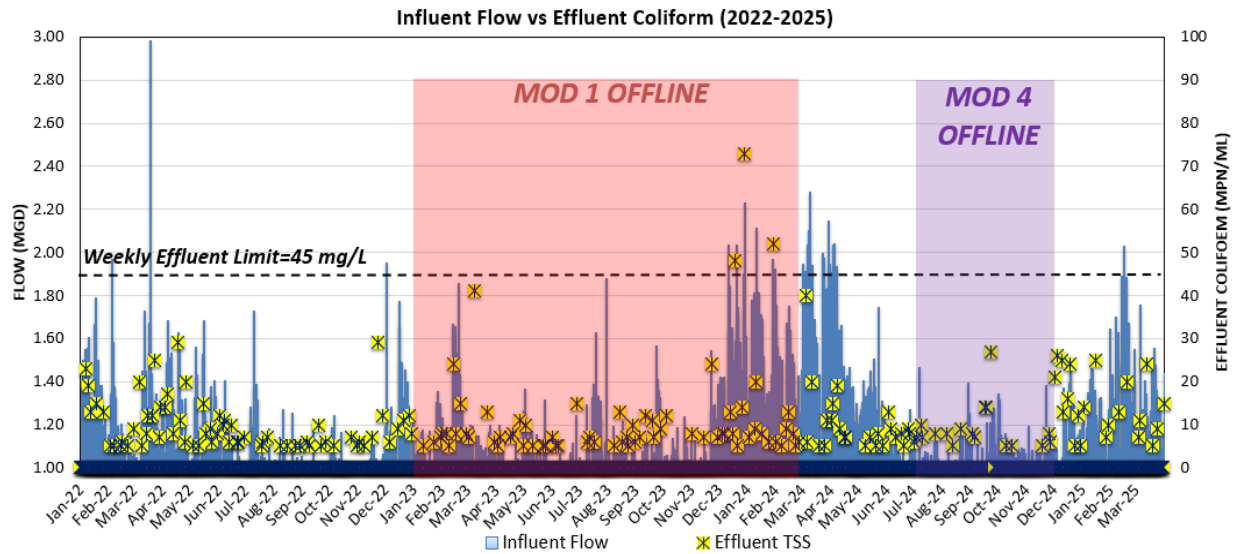


Figure 14. Effluent TSS (mg/L) concentrations vs Influent Flow (MGD), 2022-2025

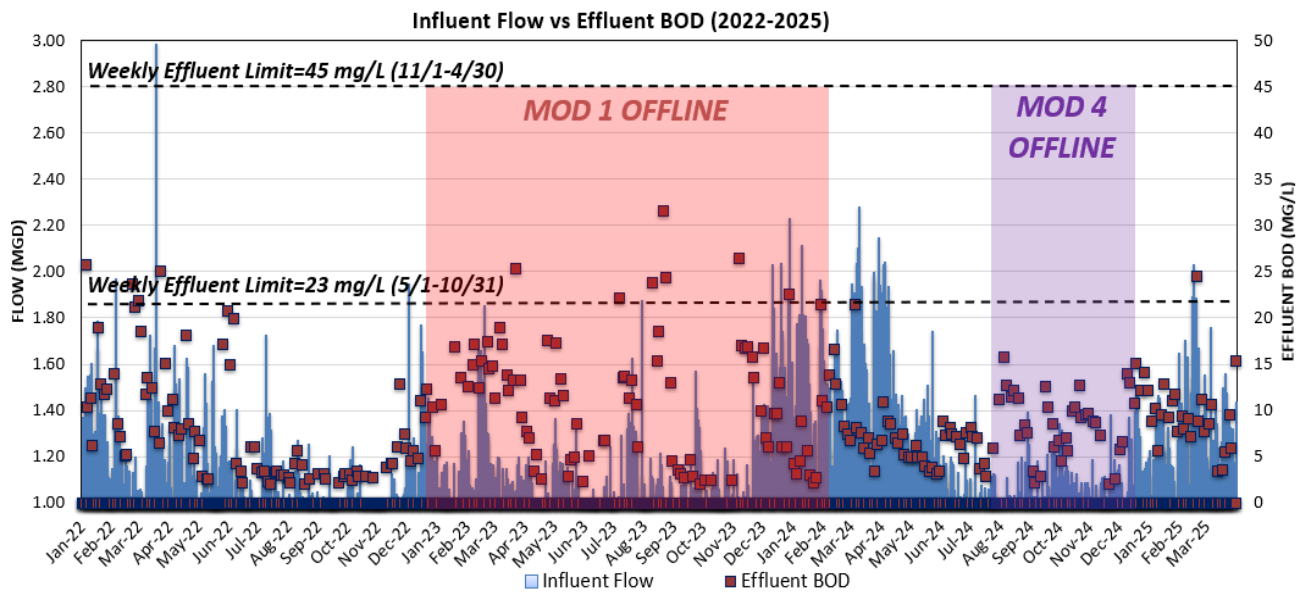


Figure 15. Effluent BOD (mg/L) concentrations vs Influent Flow (MGD), 2022-2025

The effluent coliform concentrations with respect to the influent flow are shown in **Figure 16**. In this case, although a certain correlation between the influent flow/precipitation and offline MODs can be still observed, most exceedances of the max monthly value by permit (14 MPN/100 ml) can likely be attributed to operational issues with the existing UV disinfection system. In fact, both during MDE site visits and from plant's operation records, malfunction/damage of bulbs have been reported frequently. As such, the malfunction of the UV system has likely contributed to the observed exceedance in the coliform's concentrations.

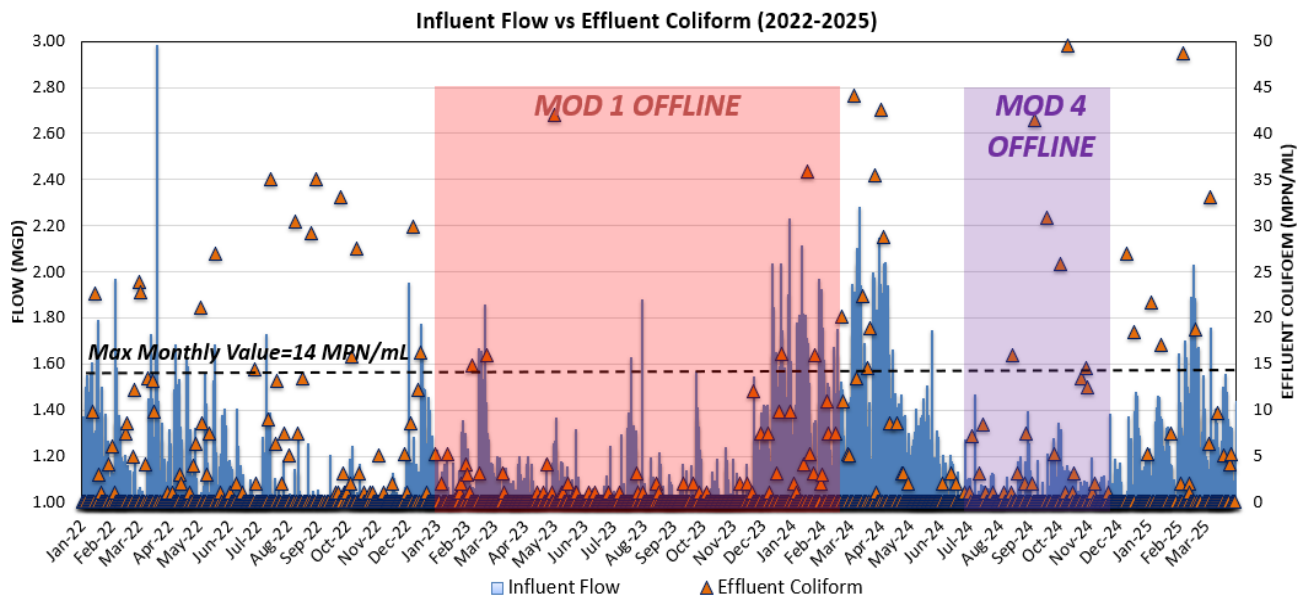


Figure 16. Effluent Coliform (MPN/ml) vs Influent Flow (MGD), 2022-2025

In addition to the chronic I/I issue, which can be identified as one of the primary contributing factors to the non-compliance events throughout the last four-five years, aging of infrastructure across several processes and operational challenges should also be accounted in the evaluation of root causes for non-compliance. For example, as reported in the MDE inspection report from April 2025 and a site visit by CDM Smith in May 2025, the EQ tank built in 2021 cannot be automatically operated due to actuator valve hardware issues on both the influent and effluent, resulting in inability to utilize the tank properly during extreme high flows. Another challenge consistently reported/observed by MDE during site inspections and during the CDM Smith site visit is the ineffective design of the tertiary clarifier which is has a sludge handling system more suited for potable water rather than wastewater treatment (e.g. missing surface skimmer). Finally, MOD#2 appears to be affected by significant corrosion and aging and rapidly approaching the end of its service life; such conditions have been highlighted both during MDE and CDM Smith site visits. Both MOD#2 and the tertiary clarifier require significant upgrades and/or re-design to allow for support of plant's treatment capacity as intended by design.

A summary of operational challenges as identified through this analysis by review of MDE inspections reports and site visit by CDM Smith is reported in **Table 5**.

Table 5. WWTP operational challenges as noted by plant's staff during site visit by MDE and CDM Smith in 2025

WWTP Process unit	Challenges (MDE 2024- 2025)	Challenges (CDM Smith May 2025)
General	Missing supplies/spare on site for quick fix and turnaround	- Additional Full time operators needed- three (3) new operators hired/to start in June 2025 - Chem Scan monitoring system- effluent turbidity/pH and influent turbidity/pH/ dissolved oxygen (DO) not accurate
Headworks	-	-
Equalization tank	Electronic valves control out of service	Electronic valves control out of service
Grit removal	-	-
MOD#1	Washout due to upset from rain events	- Dec 2024-Jan 2025- issues with Influent PS going through surging cycles- cold weather combined with higher MLSS inventory resulted in overflowing blankets in the MOD1 clarifier - Performance evaluation completed on MOD#1 clarifier in May 2025 by McCrone Engineering-no operational challenges identified, few recommendations
MOD#2	- Aging with visible rust - Pump fallen from its mountings in one of the treatment zones	- Aging- rust and corrosion - Unidentified leak that does not allow to take the MOD fully offline- every time it's emptied, it refills overnight with mixed liquor.
MOD#3	-	-
MOD#4	-	-
Blowers	-	- The older blowers providing air to MODs 2-4 struggle to meet demand, especially in summer - Pressure settings changes/adjustments in Spring/Fall require multiple changes to air flow to meet nitrogen removal goals
Tertiary Clarifier	- Unsuitable design for wastewater treatment - Surface skimmer missing - Inability to use mixing tank prior clarifier for chemical addition due to unsuitable design - Requires annual draining for complete sludge removal	- Up-flow design-prevents solids from setting into the bottom sludge hopper, as the flow enters nearby - Prone to washouts during high flow because of poor settling
Sand Filters	- One of the sand filter's cells out of service, with a broken air lift tube - December 2024- air compressors feeding the sand filters failed	- Issues deriving from tertiary clarifier washouts - Operated with constant backwashing to maintain throughput as high as possible
UV Disinfection	Broken bulbs	- Bulbs replacement in progress- 2/3 of total system replaced - Bulb cleaning system not provided

WWTP Process unit	Challenges (MDE 2024- 2025)	Challenges (CDM Smith May 2025)
Chemical System	• Feed lines frozen for 2024-2025 winter • Lime tank and feed lines require more insulation	• Leaks detection technology on Alum tank not provided • No automation control for lime feed

It should be noted that issues observed in 2022-2023 with respect to elevated effluent hardness were mainly due to issues with lime chemical system and feed lines. As also acknowledged in the inspection report by MDE in April 2025, most of the issue has been resolved by a combination of DMR template changes and installation of new lime slurry mixers and suppliers.

Assessment Outcomes and Recommendations

This memo describes current process operation and site conditions of the Town of La Plata WWTP, a 1.5 MGD rated wastewater facility which discharges through permitted outfall #001A into an unnamed tributary of the Port Tobacco Creek. The plant, which relies on ENR technology for secondary treatment since 2014, has been going through a phased approach of upgrades across several process units as proposed by the Town and approved by MDE in 2021. The majority of upgrades and modifications have been designed to respond to the need for the WWTP and the Town's conveyance system to expand capacity in consideration of projected Town's build-out and growth, particularly in the SWQ area of the Town. Among the most recent changes to the plant's process is the conversion of one of the oldest MODs (MOD#1) that made up the secondary treatment portion of the plant, to a SNDN process; the conversion allowed for increase in the overall capacity of the treatment of the MOD. The performance of the MOD#1 through the new process was evaluated through a pilot testing program from June 2024 to March 2025; preliminary results from the pilot program indicate that the new process configuration for MOD#1 was able to be operated as intended. Prior to implementation of the SNDN and pilot program, MOD#1 was kept offline from January 2023 to March 2024 to allow for required upgrades and conversion.

Between 2020 to 2025, the plant has been the subject to several violations of discharge limits as established in the current NDPES permit (MD0020524) expiring on August 31, 2028. To respond to the notice of violations, the Town of La Plata has requested a high-level, independent review of the WWTP performance to develop a tentative framework for restoring the plant to compliance. To establish such framework, CDM Smith has conducted an independent review of the plant's operational records/data (2022-2025), historical documents, plant's upgrades and development and inspection reports from MDE (2024-2025). CDM Smith also performed a site visit of the plant in May 2025 and conducted interviews with the plant's operators. The main findings from the analysis conducted can be summarized in a series of key points:

- Chronic I/I issue contribute to influent flow exceedance of current rated capacity of 1.5 MGD (peak factor 2.6 MGD based on 2022-2025 flows); wet weather events show high correlation with high peak influent flows.
- Influent flow peaks greater than 1.5 MGD can be correlated with several instances of discharge limit exceedances on several parameters (ammonia-nitrogen, BOD, TSS, etc.)
- Lack of automation in operation of 1.5 MGD equalization tank adds uncertainty/challenges in regulation of excess influent flow

- Challenges resulting from conversion of one of the oldest secondary treatment modules (MOD#1) from MLE process to SNDN (new process), specifically:
 - The need for MOD#1 offline to be offline for over one year to allow for required upgrades/conversion to SNDN process, resulting in partial/temporary loss of overall plant's design treatment capacity
 - Deployment of a new biological process, which always requires a period of tuning and adjustments to reach optimal conditions
 - New biological process deployment coupled with washout events from high influent flow may have contributed to temporary low performance
- Significant aging conditions of second module (MOD#2) with reported leaking issues which are impacting its treatment capacity and ability to be operated at design conditions
- Ineffective/unsuitable design of tertiary clarifier which results in poor settling
- Frequent malfunction of UV light bulbs resulting in continuous replacements and lack of bulb cleaning system

Based on the findings of the analysis and review performed, a series of recommendations can be made with respect to a tentative framework to aid the plant in restoring and maintaining compliance with NPDES current and future discharge limits (**Table 6**). Recommendations have been organized based on pertinent WWTP process unit/operation and attributed with level of priority (high/medium/low) based on their urgency and level of impact on improving the plant's performance and compliance.

Table 6. Recommendations and Framework for return to compliance for LaPlata WWTP

WWTP Process unit/ application	Recommendation	Steps for implementation	Priority Level
I/I	Addressing of I/I issue through continuous improvement/upgrade of town sewer conveyance system	- Conveyance flow modeling and/or metering study - Television (TV) inspection survey for evaluation of internal condition of sewer lines - Evaluation of conveyance pipeline rehab design/construction	HIGH
Equalization tank	Enable EQ tank for automatic control to improve tank usage to regulate influent flow to plant during high precipitation/peak flow events	Evaluate optimization/upgrade of EQ tank volume based on historical analysis of influent flow/precipitation	HIGH
MOD#2	- Explore temporary improvements applicable to MOD#2 to aid MOD performance - Plan/Design/Implement required long-term upgrades/repairs	- Conduct MOD#2 detailed condition assessment - Identify temporary applicable improvements	HIGH

WWTP Process unit/ application	Recommendation	Steps for implementation	Priority Level
MOD#1	Confirm and Optimize MOD#1 performance through evaluation of pilot testing outcome	- Based on pilot results outcome, optimize process control to achieve and maintain current and future (lower) nitrogen limits based on projected expansion up to 2.5 MGD <i>Note: WWTP currently working with Xylem to optimize SNDN process performance through air pulsing scenarios</i>	HIGH
Tertiary Clarifier	- Explore chemical alternatives to current process chemicals for improvement of tertiary clarifier performance - Plan for decommissioning and implementation of a new and improved designed clarifier	- Review alternative coagulant products - Identify/plan for new design	HIGH
Redundancy	Conduct a reliability/redundancy evaluation to investigate the plant's ability to effectively handle emergencies	Evaluate capacity to handle equipment failure, equipment maintenance, power failure, and extreme weather	MEDIUM
Blowers	Performance review and condition assessment of current blowers	Evaluate need for additional capacity or redundancy	MEDIUM
UV Disinfection	Performance review and condition assessment of current UV-based disinfection system	- Disinfection system detailed condition assessment with respect to design - Screening of process/technology alternatives to improve process operation and performance	MEDIUM
Chemical System	Review of existing chemical feed/storage system	- Evaluate implementation of: - Automation/leak detection technology - Automated chemical feed - Optimization of WWTP winterization preparations (e.g., tank insulation)	LOW
Analyzers	Optimization/control of online analyzers for chemical dosing and parameter monitoring throughout process components	<i>To be determined</i>	LOW

Appendix A. Town of La Plata WWTP discharge limit exceedance (2020-2025)

Monitoring end date period	Parameter	Statistical Base Short Description	Limit Value	DMR Value	DMR Value (unit)	Percent Exceedance
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7/31/2020	Phosphorus, total [as P]	MO TOTAL	68	80	lb/mo	18%
9/30/2020	Copper, total recoverable	MO AVG	4	5	ug/L	25%
3/31/2021	Coliform, fecal general	MEDIAN	14	261	MPN/100mL	1764%
3/31/2021	Nitrogen, ammonia total [as N]	MX MO AV	2.8	6.1	mg/L	118%
3/31/2021	Nitrogen, ammonia total [as N]	MX MO AV	35	73	mg/L	109%
3/31/2021	Copper, total recoverable	DAILY MX	4.7	7	ug/L	49%
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Town of La Plata WWTP: Analysis for Return to Compliance

June 2025

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Town of La Plata WWTP: Analysis for Return to Compliance

June 2025

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Item Number: 2025-898

Date of Meeting: July 29, 2025

Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Chuck Stevens, Town Manager
DEPARTMENT: Executive
TYPE: Discussion Item
SUBJECT: Discussion of Town Council Rules of Procedure Updates

BACKGROUND:

On May 13, 2025, the Town Council adopted Resolution 25-07, which incorporated by reference the Council of the Town of La Plata Rules of Procedure dated August 24, 2021, amended October 18, 2022, and further amended January 14, 2023. At the time of adoption, Council members expressed interest in having a broader conversation about potential updates and improvements to the rules of procedure to better reflect current practices and needs.

The current Rules of Procedure serve as the framework for how the Town Council conducts its business, covering areas such as meeting procedures, public participation, voting protocols, committee structures, and general operating policies. The rules are designed to enable efficient transaction of business while protecting individual Council member rights and ensuring public transparency.

Per Section 8-6 of the current Rules of Procedure, amendments may be made at any regular meeting through an affirmative vote of a majority of a quorum of the Town Council, with amendments becoming effective upon adoption.

FISCAL IMPACT:

This discussion item has no direct fiscal impact. Any future amendments to the Rules of Procedure would be implemented using existing staff resources and would not require additional funding.

STRATEGIC PLAN ALIGNMENT:

This initiative aligns with Goal #1 (Good Governance) of the Town's Strategic Plan, specifically supporting the objective to "serve as responsible stewards of community trust in making decisions to maximize public service value to our residents." The discussion supports the Strategic Plan's core value of Accountability by ensuring transparent decision-



making processes and maintaining clear procedural guidelines that promote effective governance.

SUSTAINABILITY CONSIDERATIONS:

Updates to the Rules of Procedure support social sustainability by ensuring equitable and transparent governance processes that serve all community members. Clear procedural guidelines enhance the Town's institutional sustainability and contribute to long-term governmental effectiveness.

ADA CONSIDERATIONS:

The current Rules of Procedure include provisions for remote participation and electronic communication access during meetings. Any proposed updates will be reviewed to ensure continued compliance with ADA requirements and accessibility standards for public participation.

RECOMMENDED ACTION:

Staff recommends that the Town Council engage in discussion regarding potential updates to the Rules of Procedure and provide direction to the Town Manager on specific areas for staff to research and develop proposed amendments for future consideration. Following Council discussion and direction, staff will prepare specific proposed amendments for formal consideration at a future meeting.

ATTACHMENTS:

1. Resolution 25-07 - Adoption of Town Council Rules of Procedure
2. Res 25-07 Town Council Rules of Procedure Proposed Changes Redlines
3. Rules and Procedures (Proposed Edits)
4. PGNO4_Ex Parte Communications

COUNCIL OF THE TOWN OF LA PLATA
Resolution 25-07

Introduced By:	Mayor Jeannine E. James, by request
Date Introduced:	May 13, 2025
Date Adopted:	May 13, 2025
Date Effective:	May 13, 2025

1 **A RESOLUTION** concerning

2
3 **Adoption of Town Council Rules of Procedure**

4
5 **FOR** the purpose of adopting the rules and guidelines by which the Council of the Town of
6 La Plata (Town Council) operates; and all matters related thereto.

7
8 * * * * *

9
10 **WHEREAS**, the Town Council desires to conduct its affairs in a timely and
11 efficient manner; and

12
13 **WHEREAS**, the Town Council developed rules and guidelines by which the Council
14 will operate; and

15
16 **WHEREAS**, the Council of the Town of La Plata Rules of Procedures, dated August
17 24, 2021, amended October 18, 2022, and further amended January 14, 2023, are hereby
18 incorporated by reference as Attachment 1 to Resolution 25-07.

19
20
21 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA**
22 **PLATA** that the Council of the Town of La Plata Rules of Procedure are hereby adopted by
23 reference of Attachment 1 to Resolution 25-07.
24

ADOPTED AND APPROVED by the Council of the Town of La Plata on _____.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Lawrence J. Jones, Jr.
Town Clerk

Tyjon C. Johnson, Councilman

Date_____



COUNCIL OF THE TOWN OF LA PLATA

RULES OF PROCEDURE

Revised January 17, 2023

Introduction

The rules of procedure were designed and adopted for the benefit and convenience of the Council of the Town of La Plata (Town Council) and are intended to describe the rules and guidelines by which the Council operates. Additionally, the rules of procedure will help the Council conduct its affairs in a timely and efficient manner and serve as a quick reference for resolving policy and procedural questions during meetings. The rules of procedure do not supersede the provisions of the Town Charter or Code of Ordinances and do not create substantive rights for third parties or participants in proceedings before the Town Council. Further, the Town Council reserves the right to suspend or amend the rules of procedure whenever a majority of Town Council decides to do so. The failure of the Town Council to strictly comply with the rules of procedure shall not invalidate any action of the Town Council.

The rules of procedure may be reviewed and adopted annually and following an election year, at the organization meeting of Town Council in May. Revisions to the rules of procedure may be proposed and adopted during any regular meeting of the Town Council by means of an affirmative vote of a majority of a quorum of the Town Council and become effective upon adoption.

SECTION 1 – PURPOSE AND BASIC PRINCIPLES

Section 1-1. Purpose of Rules of Procedure

- A. To enable the Town Council to transact business fully, expeditiously, and efficiently while affording every opportunity to citizens to witness the operations of government;
- B. To protect the rights of each individual Town Council Member;
- C. To preserve a spirit of cooperation among Town Council Members; and
- D. To determine the will of the Town Council on any matter.
- E. To further advance the core values outlined in the Town of La Plata's Strategic Plan

Section 1-2. Basic Principles Underlying Rules of Procedure

- A. The business of the Town Council should proceed in the most efficient manner possible;
- B. Town Council's rules of procedure must be followed consistently;
- C. Town Council's actions should be the result of a decision on the merits and not a manipulation of the procedural rules;

- D. Only one subject may claim the attention of Town Council at one time;
- E. Each item presented for consideration is entitled to full and free discussion;
- F. Every Town Council Member has equal rights to participate and vote on the issues;
- G. Every Town Council Member must have equal opportunity to participate in decision making;
- H. The will of the majority must be carried out; and the rights of the minority must be preserved; and
- I. The Town Council must act as a body.

SECTION 2 – MEETINGS

Section 2-1. Adoption of an Annual Calendar and Meeting Schedule

The time and place of the meetings of the La Plata Town Council shall be established annually with the adoption of a resolution and calendar that sets forth the regular meetings (which may include scheduled and advertised public hearings), Town Hall meetings, and other standing meetings, where applicable.

Regular meetings and public hearings. In general, regular meetings of the Town Council, which may include scheduled and advertised public hearings, will be held on the second, third and fourth Tuesday of each month beginning at 6:00 p.m. in the Council Chambers, located on the first floor at Town Hall. Under exceptional or extenuating circumstances, Town Council meetings may convene virtually. Regular meetings and public hearings are live streamed via the online meeting platform specified on the Town's website and meeting agenda.

Town Hall meetings. The La Plata Town Council may host Town Hall meetings each year with the location and topic of discussion announced prior to the event. The location and topic will be influenced by current Town events, projects, and priorities.

Section 2-2. Special Meetings

The Town Council may schedule special meetings as it deems necessary with the dates and time adopted as part of the annual calendar or announced in accordance with all legal requirements. Special meetings shall be called by the Town Clerk upon the written request of the Mayor, a majority of the members of the Town Council or the Chief Executive Officer; no business shall be transacted at a special meeting but that for which it shall be called, unless the Town Council agrees unanimously to consider such action.

Section 2-3. Pre-Organizational Meeting

In those years in which Town Council elections are held, the Town Council, including members-elect of the body, may meet in a work session prior to the organizational meeting to discuss appointments as members of or liaisons to committees, boards, commissions and multi-jurisdictional agencies. During the discussion of the full Town Council, consideration will be given to a Town Council Member's level of interest, experience, his or her specific schedule, and the location, time, and frequency of the meeting(s).

Section 2-4. Organizational Meeting

In those years in which Town Council elections are held, an organizational meeting of the Town Council

shall be held on the second Monday in May. The purpose of the organizational meeting shall be the appointment of Town Council Members as members of or liaisons to committees, commissions, boards and multi-jurisdictional agencies, the appointment of Mayor Pro Tem and the conduct of such organizational business as may come before the Council.

Appointments of Council Members shall be announced by the Mayor at the organizational meeting and shall become effective when approved by a vote of Town Council. If desired, the Town Council may review appointments on an annual basis.

The Town Council will acknowledge and adopt the Rules of Procedure at its organizational meeting.

Section 2-5. Rescheduling of Meetings

In the event of circumstances preventing the conduct of a regularly scheduled meeting, the Town Council may reschedule such meetings, unless already otherwise indicated on the adopted annual calendar. Appropriate notifications regarding rescheduling of meetings will be made in accordance with the Open Meetings Act.

SECTION 3 – OFFICERS AND EMPLOYEES

Section 3-1. Mayor

The Mayor shall serve as presiding officer over all meetings of the Town Council and perform such other duties as may be prescribed by the Charter and Town Code or general law.

The Mayor shall have the right to vote on matters before the Town Council.

The Mayor Pro Tem serves as presiding officer in the absence of the Mayor. In the case of the absence from any meeting of the Mayor and Mayor Pro Tem, the members of the Town Council present shall choose one of their number as temporary presiding officer.

Section 3-2. Town Manager

The Town Council may appoint a Town Manager who shall be chosen in conformity with the provisions of the Charter and who shall exercise the powers and discharge the duties required of him, subject to the approval of the Town Council. The Town Manager shall exercise administrative supervision and control over all departments of the Town government and have general supervision over all improvements, works, and services.

The Town Manager shall attend all meetings of the Town Council and shall recommend to the Town Council, for adoption, such measures as he may deem expedient or necessary.

Section 3-3. Town Clerk

The Town Clerk shall serve as the Clerk to the Council and shall attend every meeting of the Town Council and will maintain an accurate account of the proceedings of the Town Council, including all motions and subsequent votes, shall be conducted and recorded in compliance with legal requirements.

Statements to be Included in the Minutes. Any member of the Town Council who wishes to have a statement or comment included in the minutes shall make that known prior to making the statement and shall provide the Town Clerk with a written copy of his or her statement.

Section 3-4. Department Heads

The head of any department, or any officer or employee of the Town when requested by the Town Council or the Town Manager, shall attend any regular, adjourned or special meeting and confer with the Town Council on matters relating to the Town.

SECTION 4 – THE AGENDA

Section 4-1. Publishing the Agenda

At the direction of the Town Manager, the Town Clerk shall be responsible for the publication of agendas for all noticed and scheduled meetings of the Town Council.

Section 4-2. Adding Items to the Agenda

The Town Clerk, in collaboration with the Town Manager, shall prepare a proposed agenda to review with the Mayor prior to the scheduled Town Council meeting. Any Town Council Member and Department Head that would like to add items to the proposed agenda should submit such items to the Town Manager seven (7) business days before the meeting. Materials that will accompany the agenda item shall be provided to the Town Clerk no later than noon on the Thursday prior to the scheduled meeting, or at such a time that allows for development of the item, where applicable. Last-minute submissions are discouraged but may be added to a meeting agenda, where applicable, subject to a vote of the Town Council at the meeting approving a change [addition] to the published agenda. This will allow Council consideration of a matter that requires action expeditiously but was not known in time to be presented during the normal agenda development process.

Items added to the agenda by an individual Town Council Member shall be included on the agenda of the first regular meeting of the month to determine Town Council consensus to proceed with development, introduction and consideration of adoption, where applicable.

The agenda items and related materials accompanying the agenda item shall be provided to the Town Clerk for distribution to the Town Council, and for posting of the agenda. Town Council action agenda items may include, but is not limited to, discussion only; referral⁵ to a Town Council committee; referral to the Town Manager for development by Town staff; or placement on a future Council regular agenda for further action.

Section 4-3. Distribution of the Agenda

The Town Clerk shall publish agendas and related materials (the agenda packet) to the Town's website in a timely manner to allow the public and elected officials time to review.

The agenda packet for meetings held on a Tuesday will be published before noon on the Friday prior to the meeting date. If key information is outstanding, the Town Manager may delay the publication of the packet or reschedule agenda items.

Section 4-4. Town Council Approval of Agenda and Consent Agenda

- A. At the beginning of every regular meeting the Town Council will have the opportunity to review items on the agenda and, if necessary, the consent agenda to approve or remove items from the agenda.

- B. In the case of the consent agenda, unless one or more members of the Town Council has a reason to discuss and/or debate one or more items, contents of the Consent Agenda will be voted on collectively. Removed items may be taken up either immediately after the consent agenda or placed later on the agenda at the discretion of the majority of the Town Council.
- C. Under no circumstances can anything be added to or removed from the agenda after the Town Council has voted to accept the agenda for that meeting.

SECTION 5 – ORDER OF BUSINESS FOR COUNCIL MEETINGS

Section 5-1. Order of Business

- A. The order of business for the regular Town Council meeting will be established in a written agenda and may include the following: Approval of Agenda; Consent Agenda; Community and Staff Presentations; Reports of the Mayor and Council; Staff Reports; Ordinances and Resolutions; Unfinished and New Business; Awards and Acknowledgements; Public Comment; Closed Meetings; Public Hearings; and other pertinent business of the Town Council.
- B. The order of business for any special Town Council meeting will be established in a written agenda and may include the following: Ordinances and Resolutions, Action Items, Public Hearings, Closed Meetings, and other pertinent business of the Town Council.

Section 5-3. Public Comment Participation

- A. No person, other than a member of the Town Council, Town Manager, or Town Attorney shall have the right to discuss any matter in a meeting of the Town Council, unless by consent of a majority of the Council, or when that person is scheduled to appear before the Council on an agenda item.
- B. The public comment participation portion of the agenda is set aside for those citizens who wish to address the Town Council for less than three (3) minutes each. Citizens need not give prior notice to the Town to speak during the public comment participation portion of the agenda.
- C. Public comment participation shall be for the purpose of allowing members of the public to address any Town business; however, public comment participation is not intended to serve as a forum for debate with the Council.

Section 5-4. Public Hearings

- A. Public hearings before the Town Council may be scheduled for any regular or special meeting of Council and require at least fifteen (15) days' notice in a newspaper of general circulation in the Town, or as may be required by Town Code or state law.
- B. Promptly at the hour set on the day of the public hearing, the members of the Council, the Town Clerk, the Chief Executive Officer, any relevant Town Staff, the Applicant/Petitioner, and those members of the public who wish to address the Town Council shall appear in person in the Council Chambers.
- C. The procedures for public hearings are as follows:

1. Call to Order
 2. Review of Public Notices
 3. Recommendations:
 - a. Summary of Town Staff report and recommendation and/or;
 - b. Planning Commission Recommendation
 4. Applicant/Petitioner presentation and testimony
 5. Questions by the Town Council. [The Town Council may ask questions of the Applicant/Petitioner or Town staff.]
 6. Written documents are entered into the record.
 7. Speakers (signed up) are called on by the Mayor or presiding officer. At the discretion of the Mayor or presiding officer, time may be limited to 3 minutes and may not be yielded.
 8. Additional questions by Town Council.
 9. When the hearing is concluded, the Town Council will not hear further comments or questions during the meeting. If the record is kept open for a specific number of days, written comments should be submitted, by the deadline, and to the attention of the Town Clerk, in person at Town Hall, or email legislative@townoflaplata.org.
- D. The following provisions shall be applied to Applicant/Petitioners and their agents who cannot participate in person due to exceptional or extenuating circumstances.
1. On or before the day of a meeting, an Applicant/Petitioner or the agent of an Applicant/Petitioner who wishes to participate through electronic means when an in-person meeting has been scheduled must notify the Mayor, or in the Mayor's absence the presiding officer, that the member is unable to attend the meeting in person.
 2. Following receipt of notification as required by paragraph 5-4(D)(1), remote participation by electronic communication is authorized if the Town Clerk makes arrangements for the voice of the remote participant to be heard by all persons who wish to participate or attend utilizing electronic means.
 3. At the start of the meeting the Mayor, or other presiding officer, shall advise the Town Council of the request for participation by remote electronic communication. If the conditions and requirements of this Policy have been met, the Town Council shall approve the request by majority vote. If participation through electronic communication means is approved, the Town Clerk shall record in the minutes of the meeting the means from which the member participated (in person or online meeting platform).

Section 5-5. Closed Meetings

- A. Generally, all meetings of public bodies must be open to the public, except in special and appropriate circumstances when a meeting may be closed in compliance with the Maryland Open Meetings Act. The Town Council must create an agenda and must affirmatively pass a roll call vote on a motion in open session that does the following:
1. Identifies the subject matter of the closed meeting;
 2. States the purpose of the closed meeting; and
 3. Makes specific reference to the statutory exemptions relied on to close the meeting.
- B. Once in a closed meeting, only the matters stated on the agenda and in the motion are allowed to be discussed.
- C. The Town Council may invite members of the public or Town Staff to attend a closed meeting if

their presence reasonably aids the Town Council in its consideration of an issue.

- D. Following a closed meeting the Town Council must disclose, in the minutes of the next open session, what topics were discussed, who attended the closed session, and what actions were taken.
- E. Any individual attending a closed meeting should respect the Town Council's decision that the subject matter is too sensitive for public discussion and should treat the closed meeting discussion as confidential.

SECTION 6 – RULES OF PROCEDURE FOR TOWN COUNCIL MEETINGS

Section 6-1. Quorum

- A. Three (3) members of the Town Council shall constitute a quorum for the transaction of business. No ordinance shall be passed, resolution adopted, nor any other action taken without the favorable votes of a majority of the members of the Town Council. No vote or question decided at a stated meeting shall be reconsidered at a special meeting unless all members are present, and three of them concur.
- B. Quorum refers to the number of members present at a meeting, not the number of members voting on an issue. If no quorum is present or if a quorum is lost, the Town Council can only (i) adjourn, (ii) recess, or (iii) take steps to obtain a quorum.
- C. If a quorum fails to be established, those attending may adjourn to such other time prior to the next regular meeting as they may determine and the Town Clerk shall enter such adjournment in the minute book of the Town Council and shall notify absent members thereof in the same manner as required for special meetings.
- D. Conflict of interests shall be disclosed and may only participate or act in accordance with Chapter 20 Ethics of the Code of the Town of La Plata.

Section 6-2. Preservation of Order

- A. At meetings of the Town Council, the presiding officer shall preserve order and decorum and decide on questions of order, subject to appeal to the Town Council. If a member of Town Council transgresses the rules of the Town Council, the presiding officer shall call him or her to order.
- B. No member of the Town Council shall leave the Council Chamber while the Town Council is in regular meeting without the permission of the presiding officer.
- C. The presiding officer has the authority to call a brief recess at any time.
- D. The presiding officer may adjourn the meeting without the Town Council's vote or appeal in an emergency.
- E. The right of a member of the Town Council to address the Town Council on a question of personal privilege shall be limited to cases in which his integrity, character or motives are assailed, questioned or impugned. A member addressing the Town Council on a question of personal privilege shall first address the presiding officer and be recognized. A second is not

required.

- F. Whenever a question arises as to the proper interpretation of a rule of procedure, or in the absence of a rule to govern a point of procedure, the presiding officer of the Town Council shall resolve the question.
- G. Any member of the Town Council may appeal to the Town Council from the ruling of the presiding officer. If the appeal is seconded, the member making the appeal may briefly state his reason for the appeal and the presiding officer may briefly explain his ruling, but there shall be no debate on the appeal and no other member shall participate in the discussion. The presiding officer shall then put the question: "Shall the decision of the presiding officer be sustained?" If the majority of the members present vote "no," the ruling of the presiding officer is overruled; otherwise, it is sustained.

Section 6-3. Town Council Members Addressing Town Council

- D. A member of the Town Council shall seek recognition to speak from the presiding officer, shall address only the question before the Town Council and shall refrain from impugning the motives of any other Town Council Member's argument or vote. No discussion of a sectarian or political nature shall be allowed. No member shall interrupt another while speaking, except to make a point of order, the point to be briefly stated to the presiding officer.
- E. No member of the Town Council shall speak more than once on the same question until every member choosing to speak shall have done so, or for a longer time than ten minutes on any question, without the express permission of the Town Council.

Section 6-4. Action by the Town Council

- A. Action on ordinances shall be required in accordance with Town Code.
- B. Items of business will be considered and dealt with one at a time, and a new proposal may not be put forth until action on the preceding one has been concluded.
- C. When a proposal is perfectly clear to all present, and the proposal will not obligate the Town Council in any manner nor finally decide an issue before the Town Council, action can be taken upon the unanimous consent of the Town Council Members present, without a motion having been introduced. However, unless agreed to by unanimous consent, all proposed action of the Town Council must be approved by vote under these rules. Silence, or the lack of spoken dissent, is taken as consent.
- D. If an agenda item requires a public hearing, action by the Town Council may be taken at the same meeting as the public hearing or may be deferred to a later meeting.

Section 6-5. Motions

- A. Informal discussion of a subject is permitted while no motion is pending.
- B. Any member of the Town Council, even if he or she is serving as the presiding officer, may make a motion.
- C. A member may make only one motion at a time.

- D. Except for matters stipulated in these rules of procedure, all motions require a second and a motion dies for lack of a second.

Section 6-6. Receipt of Motions When Question is Under Consideration

- A. When a motion is under consideration, no motion shall be received, except as follows: to postpone indefinitely, to amend, to refer to a board, commission or committee, to postpone to a certain time, to limit or extend debate, to move the previous question or to lay on the table.
- B. The following motions are debatable: to postpone indefinitely, to refer to a board, commission or committee or to postpone to a certain time. A motion to amend is debatable only if the main question is. The other motions named in subsection A. of this section are not debatable. The following motions are amendable: to amend, to refer to a committee, to postpone to a certain time, and to limit or extend debate. The other motions named in subsection A. of this section are not amendable. All motions require a simple majority, except for the motions to limit or extend debate or move the previous question, which require a two-thirds majority.

Section 6-7. Debate

- A. The presiding officer shall state the motion and then open the floor to debate. The presiding officer shall preside over the debate according to the following general principles:
1. The maker of the motion is entitled to speak first;
 2. A member who has not spoken on the issue shall be recognized before someone who has already spoken;
 3. A member of the Town Council may vote against his or her motion but may not speak against his or her motion.
 4. The presiding officer may participate in the debate prior to declaring the matter ready for a vote.
 5. Town Council Members shall not engage in electronic communication amongst themselves regarding a motion that is on the floor for debate.

Section 6-8. Duty to Vote

If there is an abstention, it shall be the responsibility of the abstaining member to state the reason and for Town Clerk to note the abstention and the reason for abstaining in the minutes for the record.

Section 6-9. Method of Voting

- A. After debate, the presiding officer shall ensure that the motion is clear and call for the vote.
- B. All questions submitted to the Town Council shall be determined by a majority vote of the Town Council members voting on any such question, unless otherwise required by special or general law. A majority is more than half.
- C. An “affirmative vote” by a majority of the Town Council present being necessary to adopt a motion, a tie vote means that the motion, resolution or issue has been rejected. When a motion is

fails on a tie vote, the “noes” prevail.

- D. In order for a motion in a zoning matter to be adopted, it must be approved by a majority of those voting.
- E. Town Council Members can request that the Town Clerk call for the individual votes of Town Council Members on any matter before the Town Council (Roll Call).

Section 6-8. Participation and Attendance by Remote Electronic Communication

The Town Council has developed various methods to allow for participation and attendance at Town Council, Board, Commission and Committee meetings. The following policy is established pursuant to the Maryland Open Meetings Act to allow members of Town Council, staff members, applicants or petitioners to participate in a Town Council meeting through electronic communication means from a remote location that is not open to the public, subject to the conditions and requirements of this Section. Public attendance to listen and/or view the proceedings of the Town Council may be made available through live streaming on the Town’s online meeting platform or phone in.

The following provisions shall be applied strictly and uniformly, without exception, to the entire membership and without regard to the identity of the member requesting remote participation or the matters that will be considered or voted on at the meeting.

- A. On or before the day of a meeting, a Town Council member who wishes to participate through electronic means, when an in-person meeting has been scheduled, must notify the Mayor, or in the Mayor’s absence the member who will chair the meeting, that the member is unable to attend the meeting in-person.
- B. Following receipt of notification as required by subsection A., remote participation by electronic communication is authorized if the Town Clerk makes arrangements for the voice of the remote participant to be heard by all persons who wish to participate or attend utilizing electronic means or conference call.
- C. At the start of the meeting the Mayor, or other presiding officer, shall advise the Town Council of the member’s request for participation by remote electronic communication. If the conditions and requirements of this Policy have been met, the Town Council shall approve the member’s request by majority vote. If participation by a member through electronic communication means is approved, the Town Clerk shall record in the minutes of the meeting the means from which the member participated (in person or online meeting platform).

SECTION 7 – BOARDS, COMMITTEES, COMMISSIONS, AND AUTHORITIES

Section 7-1. Appointments to Boards, Committees, Commissions, and Authorities

- A. The appointments of Town Council Members to Boards, Committees, Commissions, and Authorities shall be approved by an affirmative vote of a majority of the members of the Town Council at the organizational meeting.
- B. In the event of a vacancy, the Town Council may consider and approve a replacement at any

regular meeting of the Town Council.

- C. If the Town Council wishes, it may review appointments on an annual basis.

Section 7-2. Standing Committees of the Town Council

- A. The Town Council may have Standing Committees of Council, to include but not limited to, financial and budgetary matters, land use and economic development matters, and the appointments of citizens to the Town's various Boards, Committees, and Commissions.

Section 7-3. The Creation of Standing Committees and New Committees

- A. Any new Standing Committee of the Town Council shall be established by an ordinance.
- B. Any new temporary committee shall be established by ordinance or resolution and shall specify the term during which the committee will remain in existence. No temporary committee shall be established for a term of more than 365 days, the period to run from the date the committee holds its initial meeting. The term of the temporary committee may be extended by Town Council through an ordinance or resolution for additional periods of up to 365 days each. A temporary committee shall cease to exist upon (i) the completion of its designated task or assignment, (ii) the date it submits its final oral or written report to Town Council, (iii) the expiration of the term specified in the ordinance or resolution creating the committee or of any extension of its original term, or (iv) three years from the date of its initial meeting, whichever occurs first.
- C. No new committee shall be established until the Town Manager has issued a report with comments and recommendations regarding the creation of the committee. The Town Manager may delegate responsibility for preparing this report to any department head. The report required by this section shall include the comments and recommendations regarding:
1. The need for the committee and possible duplications or conflicts with other committees;
 2. The appropriateness of a committee format to deal with the issues involved; and
 3. The impact that creation of the committee will have on Town staff and resources, including: (a) the estimated total amount of Town staff time that will be required on an annual or other basis to staff the committee; (b) whether the committee can accomplish its assigned work with existing staff; and (c) if new staff will be required, the total amount of additional staffing that will be required and the projected annual cost of such additional staff.

SECTION 8 – GENERAL OPERATING POLICY

Section 8-1. Staff Attendance at Meetings Organized by Town Council Members

Members of Town Staff, in their official capacity, shall not be invited by the Mayor or Town Council Members to attend meetings which are political in nature. Additionally, any requests for a member of Town staff to attend a community meeting or event that has been organized by or is being hosted by a member of the Town Council shall be made directly to the Town Manager.

Section 8-2. Meetings with the Public, Staff, and the Mayor or Town Council Members

When possible, the balance of Town Council will be given reasonable advance notice of any meetings.

scheduled for and attended by the public, a member or members of Town staff, and the Mayor or Town Council Members. A report by the Mayor or Town Council Member(s) in attendance should be given at the next Town Council meeting with a summary of the discussion and details of any follow-up action resulting from the meeting.

Section 8-3. Broadcasting Town Council Meetings

Recordings of regular meetings, special meetings and public hearings of the Town Council shall be made available to the public and may be streamed via the Town's online meeting platform. The video of recorded meetings will be available the day after the Town Council meeting.

Section 8-4. Minutes of the Town Council Meeting

The minutes of the Town Council meetings shall reflect the official actions of the Town Council. The minutes shall provide a summary of the discussion and record how Town Council voted on motions. The minutes will be considered for approval within a reasonable time following the meeting they record, typically, at the next regularly scheduled meeting.

Statements to be Included in the Minutes. Any member of the Town Council who wishes to have a statement or comment included in the minutes shall make that known prior to making the statement and shall provide the Town Clerk with a written copy of his or her statement.

Section 8-5. Official Documents Issued by the Town Council

Official documents issued by the Mayor and Town Council include, but are not limited to, legislation (ordinances and resolutions), proclamations, official citations, and certificates of recognition. Official documents are generally prepared by the Department of Legislative Services at the direction of the Town Manager. Signatures on legislation do not necessarily indicate agreement with the content of the legislation but rather that the signer witnessed the legislative procedures associated with the adoption of the legislation. When signers are not available to sign in person, permission will be obtained in advance for the use of their electronic signature.

- A. Legislation: Actions requiring legislation are defined in Town Code. Any member of the Legislative Branch may propose legislation.
1. Ordinance: An ordinance is an action taken by the Town Council that creates a law that governs conduct within the jurisdiction. It is a municipal law that may be amended or repealed by the adoption of another ordinance. Ordinances must be read at least twice in separate meetings and are adopted during a regular meeting of the Town Council by means of an affirmative vote of a majority of a quorum of the Town Council. Ordinances are signed by the Mayor and Town Council.
2. Emergency Ordinance: Extenuating circumstances may require the Town Council to adopt an ordinance after only one reading. In such circumstances, the Town Council adopts an emergency ordinance by means of an affirmative majority vote of a quorum of the Town Council. Emergency ordinances are signed by the Mayor and Town Council.
3. Resolution: A resolution is an official declaration of the wishes and opinions of a municipal body. A resolution may be issued to formally express the Town Council's policy or to make a public statement from the Town Council. A "motion" is used by the Town Council to indicate approval or denial of a procedural action. Resolutions are adopted during a regular meeting of the Town Council by means of an affirmative vote of a majority of a quorum of the Town Council. Resolutions are signed by the Mayor and Town Council.

- B. Proclamation: A proclamation is an official declaration issued by the Town Council to make something known, a public and official announcement. Proclamations are generally issued at the last regular meeting of the Town Council of the month at a regular meeting of the Council but may be issued at a special meeting. Proclamations may be requested by the Mayor, Town Council, Town Staff, or members of the community. Proclamations are signed by the Mayor and Town Council.
1. Official Proclamation: An official proclamation may be required by Town or State Code to announce actions taken by the Town Council when legislation is not required or has already been adopted, such as the declaration of a state of emergency or the cessation of annexation proceedings.
 2. Ceremonial Proclamation: A proclamation may also serve as a ceremonial document issued by the Council to commemorate a specific time period (day, week, or month) to increase public awareness of issues with the hope of improving the well-being of our citizens, to recognize and celebrate the extraordinary achievements of La Plata residents and non-profit organizations, and to honor occasions of importance and significance to La Plata residents. Ceremonial proclamations are not legally binding and should not be interpreted as a policy endorsement.
- C. Official Citation: An official citation may be issued to individuals, groups, or organizations in recognition of a specific event or occasion such as an anniversary, a milestone birthday, Boy Scout Eagle Award, Girl Scout Gold Award, retirement, a memorial service, a significant contribution to the community, award ceremonies, or a similar achievement. Official citations may be requested by the Mayor, Town Council, Town Staff, or members of the community. Official citations are signed by the Mayor or Mayor Pro Tem.
- D. Certificate of Recognition: A certificate of recognition or town seal is provided to a local individual, business, or organization to recognize outstanding achievements such as a grand opening of a business, business anniversary, or similar achievement. Proclamations may be requested by the Mayor, Town Council, Town Staff, or members of the community. Certificates of recognition are signed by the Mayor or Mayor Pro Tem.

Section 8-6. Amending the Rules of Procedure

The rules of procedure may be amended at any regular meeting, or at any properly called special meeting that includes amendment of the rules as one of the stated purposes of the meeting. Adoption of amendments to the rules of procedure shall require an affirmative vote of a majority of a quorum of the Town Council. Amendments to the rules of procedure become effective upon adoption.

Section 8-7. Special Rules of Procedure

The Town Council may adopt its own special rules of procedure to cover situations that are not adequately addressed in these Rules of Procedure. Adoption of a special rule of procedure shall require an affirmative vote of a majority of a quorum of the Town Council.

Adopted: January XX, 2023



COUNCIL OF THE TOWN OF LA PLATA RULES OF PROCEDURE

Revised: 12 May 2025

Introduction

The rules ~~of~~^{and} procedure were designed and adopted for the benefit and convenience of the Council of the Town of La Plata (Town Council) and are intended to describe the rules and guidelines by which the Council operates. Additionally, the rules of procedure will help the Council conduct its affairs in a timely and efficient manner and serve as a quick reference for ~~the~~ resolving policy and procedural questions during meetings. The rules of procedure do not supersede the provisions of the Town Charter or Code of ~~Ordinances~~^{Ordinance} and do not create substantive rights for ~~third~~^{thirds} parties or participants in proceedings before the Town Council. Further, the Town Council reserves the right to suspend or amend the rules of procedure whenever a majority of ~~the~~ Town Council decides to do so. The failure of the Town Council to strictly comply with the rules of procedure shall not invalidate any action of the Town Council.

The rules of procedure ~~may~~^{will} be reviewed and adopted annually and following an election year, at the organization meeting of ~~the~~ Town Council in May. Revisions to the rules of procedure may be proposed and adopted during any regular meeting of the Town Council ~~by~~^{be} means of an affirmative vote of a majority of a quorum of the Town Council and become effective upon adoption.

SECTION 1—PURPOSE AND BASIC PRINCIPLES

Section I – Purpose and Basic Principles

Section 1-1-~~1~~ Purpose of Rules of Procedure

- A. To enable the Town Council to transact business fully, expeditiously⁷ and efficiently², while affording every opportunity to citizens to witness the operations of government;
- B. To protect the rights of each individual Town Council Member;
- C. To preserve a spirit of cooperation among Town Council Members; and
- D. To determine the will of the Town Council on any matter.
- E. To further advance the core values outlined in the Town of La Plata's Strategic Plan

Section 1-2: Basic Principles Underlying Rules of ~~Procedure~~ Procedures

- A. The business of the Town Council should proceed in the most efficient manner possible;

- B. Town Council's rules of procedure must be followed consistently;
- C. Town Council's actions should be the result of a decision on the merits and ~~not a manipulation of the procedural~~ the Town Council reserves the right to suspend the rules; with an affirmative vote of a majority of a quorum of the Town Council

- D. Only one subject may claim the attention of ~~the~~ Town Council at one time;
- E. Each item presented for consideration is entitled to full and free discussion;
- F. Every Town Council Member has equal rights to participate and vote on the issues;
- G. Every Town Council Member must have equal opportunity to participate in decision making;
- H. The will of the majority must be carried out; and the rights of the minority must be preserved; ~~and~~an
- I. The Town Council must act as a body.

SECTION 2 – MEETINGS

Section II – Meetings

Section 2-1: Adoption of an Annual Calendar and Meeting Schedule

The time and place of the meetings of the La Plata Town Council shall be established annually ~~with~~with the adoption of a resolution and calendar that sets forth the regular meetings (which may include ~~scheduled~~schedule and advertised public hearings), Town Hall meetings, and other standing meetings, where applicable.

Regular meetings and public hearings. In general, regular meetings of the Town Council, which may include scheduled and advertised public hearings, will be held on the second, third and fourth Tuesday of each month beginning at ~~6:00 p.m.~~1800 EST in the Council Chambers, located on the first floor at Town Hall. Under exceptional or extenuating circumstances, Town Council meetings may convene virtually. Regular meetings and public hearings are live streamed via the online meeting platform specified on the Town’s website and meeting agenda.

Town Hall meetings. The La Plata Town Council may host Town Hall meetings each year ~~with~~with the location and topic of discussion announced at a minimum fifteen (15) days prior to the event. The location and topic will be influenced by current Town events, projects, and priorities. Individual Town Council Members reserve the right to host Town Hall Meetings individually, provided they notify the Town Council and announce their topic of discussion to the public at a minimum fifteen (15) days prior to the event. The location and topic will be influenced by current Town events, projects and priorities.

Section 2-2: Special Meetings

The Town Council may schedule special meetings as it deems necessary with the dates and time adopted as part of the annual calendar or announced in accordance with all legal requirements. _Special meetings shall be called by the Town Clerk upon the written request of the Mayor, a majority of the members of the Town Council or the Chief Executive Officer; no business shall be transacted at a special ~~meeting~~meetings but that for which it shall be called, unless a majority of the Town Council agrees ~~unanimously~~ to consider such action.

Section 2-3. Pre-Organizational Meeting

In those years in which Town Council elections are held, the Town Council, including members-elect of the body, ~~may~~shall meet in a work session prior to the organizational meeting to discuss appointments as members of or liaisons to committees, boards, commissions and multi-jurisdictional agencies. _During the discussion of the full Town Council, consideration will be given to a Town Council Member's level of interest, experience, of his ~~or her~~ specific schedule, and the location, time, ~~and~~ frequency of the meeting(s).

Section 2-4. Organizational Meeting

In those years in which Town Council elections are held, an organizational meeting of the Town Council shall be held on the second Monday in May. _The purpose of the ~~organizational~~organization meeting shall be the appointment of the Town Council Members as members of or liaisons to committees, commissions, boards and ~~multi~~milti-jurisdictional agencies, the appointment of Mayor Pro-~~Tem~~ and the conduct of such organizational ~~business~~meetings as may come before the Council.

Appointments of Council Members shall be announced by the Mayor at the organizational meeting and shall become effective when approved by a vote of Town Council. _If desired, the Town Council may review appointments on an annual basis.

The Town Council ~~will~~shall acknowledge and adopt the Rules of Procedure at its organizational meeting.

Section 2-5. Rescheduling of Meetings

In the event of circumstances preventing the conduct of a regularly scheduled meeting, the Town Council may reschedule such meetings, unless already otherwise indicated on the adopted annual calendar. Appropriate ~~notifications~~notification regarding rescheduling of meetings will be made in accordance with the Open Meetings Act.

SECTION 3—OFFICERS AND EMPLOYEES

Section III – Officers and Employees

Section 3-1- Mayor

The Mayor shall serve as presiding officer over all meetings of the Town Council and perform such other duties as may be prescribed by the Charter and the Town Code or general law.

The Mayor shall have the right to vote on matters before the Town Council.

The Mayor Pro-~~Tem~~ serves as presiding officer in the absence of the Mayor. In the case of the absence from any meeting of the Mayor and the Mayor Pro-~~Tem~~, the members of the Town Council present shall choose one of their number as a temporary presiding officer.

Section 3-2- Town Manager

The Town Council ~~may~~shall appoint a Town Manager who shall be chosen in conformity with the provisions of the Charter and who shall exercise the powers and discharge the duties required of him, subject to the approval of the Town Council. The Town Manager shall exercise administrative supervision and control over all departments of the Town government and have general supervision over all improvements, works, and services.

The Town Manager shall attend all meetings of the Town Council and shall recommend to the Town ~~Council~~Council, for adoption, such measures as he may deem expedient or necessary.

Section 3-3- Town Clerk

The Town Clerk shall serve as the Clerk to the Council and shall attend every meeting of the Town Council and will maintain an accurate ~~account~~amount of the proceedings of the Town Council, including all motions and subsequent votes, shall be conducted and recorded in compliance with legal requirements.

Statements to be ~~Included~~included in the ~~Minutes~~minutes. Any member of the Town Council who wishes to have a statement or comment included in the minutes shall make that known prior to making the statement and ~~shall~~ provide the Town Clerk with a written copy of his or her statement.

Section 3-4- Department Heads

The head of any department, or any officer or employee of the Town when requested by the Town Council or the Town Manager, shall attend any regular, adjourned or special meeting and confer with the Town Council on matters relating to the Town.

SECTION 4 – THE AGENDA

Section 4-3-5 Role of the Council in Appointment of Department Heads

In accordance with Article IV regarding the powers and duties of the Mayor, the Mayor, with a majority approval of the Council, shall appoint the heads of all offices, departments and agencies of the Town government as established by the Charter or by ordinance and in accordance with Subsection E of the powers and duties the Mayor reverts to the Town Manager.

Section 3-6 Town Manager, Town Attorney and Town Treasurer

The Town Manager, the Town Attorney and the Town Treasurer shall serve at the pleasure of the Council in accordance with Article V of the Charter (Town Manager), Article IX, Section 2 (Town Attorney) and Article VIII, Section 1: (Town Treasurer).

Section IV – The Agenda

Section 4-1 Publishing the Agenda

At the direction of the Town Manager, the Town Clerk shall be responsible for the publication of agendas for all noticed and scheduled meetings of the Town Council.

Section 4-2- Adding Items to the Agenda

The Town Clerk, in collaboration with the Town Manager, shall prepare a proposed agenda to review with the Mayor prior to the scheduled Town Council meeting. Any Town Council Member and Department Head that would like to add items to the proposed agenda should submit such items to the Town Manager~~manager~~ seven (7) days business days before the meeting. Materials that will accompany the agenda~~item~~ shall be provided to the Town Clerk no later than noon on the Thursday prior to the scheduled meeting, or at such a time that allows for development of the item, where applicable. Last-minute submissions are discouraged but may be added to a meeting agenda, where applicable, subject to a vote of the Town Council at the meeting approving a change ~~{(addition)}~~ to the published agenda. This will allow the Council consideration of a matter that requires action expeditiously but was not known in time to be presented during the normal agenda development process.

Items added to the agenda by ~~an~~ individual Town Council Member shall be included on the agenda of the first regular meeting of the month to determine Town Council consensus to proceed with the development, introduction and consideration of adoption, where applicable.

The agenda items and related materials ~~accompanying~~accompany the agenda ~~item~~items shall be provided to the Town Clerk for distribution to the Town Council, and for posting of the agenda. Town Council action agenda items may include, but is not limited to, discussion only; ~~referral~~referral to a Town Council committee; referral to the Town Manager for development by Town staff; or placement on a future Council regular agenda for further action.

Section 4-3. Distribution of the Agenda

The Town Clerk shall publish agendas and related materials (the agenda packet) to the Town's website in a timely manner to allow the public and elected officials time to review.

The agenda packet for meetings held on a Tuesday will be published before noon ~~on~~ of the ~~Friday~~ Thursday prior to the meeting date. If key information is outstanding, the Town Manager may delay the publication of the packet or reschedule agenda items.

Section 4-4. Town Council Approval of Agenda and Consent Agenda

- A. At the beginning of every regular meeting the Town Council will have the opportunity to review items on the agenda and, if necessary, the consent agenda to approve or remove items from the agenda.
- B. In the case of the consent agenda, unless one or more members of the Town Council has a reason to discuss and/or debate one or more items, contents of the Consent Agenda will be voted on collectively. Removed items may be taken up either immediately after the consent agenda or placed later on the agenda at the discretion of the majority of the Town Council.
- C. Under no circumstances can anything be added ~~to~~ or removed from the agenda after the Town Council has voted to accept the agenda for ~~that~~ the meeting.

SECTION 5—ORDER OF BUSINESS FOR COUNCIL MEETINGS

Section 5-1.—V – Order of Business for Council Members

Section 5-1 Order of Business

- A. The order of business for the regular Town Council meeting will be established in a written agenda and may include the following: Approval of Agenda; Consent Agenda; Community and Staff ~~Presentations;~~ Presentation, Reports of the Mayor and Council; Staff Reports; Ordinances and Resolutions; Unfinished and New Business; Awards and Acknowledgements; Public Comment; Closed Meetings; Public Hearings; and other pertinent business of the Town Council.

- B. The order of business for any special Town Council meeting will be established in a written agenda and may include the following: Ordinances and Resolutions, Action Items, Public Hearings, Closed Meetings, and other pertinent business of the Town Council.

Section 5-3.2 Public Comment Participation

- A. No person, other than a member of the Town Council, Town Manager, or Town Attorney shall have the right to discuss any matter in a meeting of the Town Council, unless by consent of a majority of the Council, or when that person is scheduled to appear before the Council on an agenda item.
- B. The public comment participation portion of the agenda is set aside for those citizens who wish to address the Town Council for less than three (3) minutes each. Citizens need not give prior notice to the Town to speak during the public comment participation portion of the agenda.
- C. Public comment participation shall be for the purpose of allowing members of the public to address any Town business; ~~however, public comment participation is not intended to serve as a forum for debate with the Council.~~
- D. After each public comment section, each member of the Council shall have the ability to make closing remarks based on the public comments given during that meeting.

Section 5-4.3 Public Hearings

- A. Public hearings before the Town Council may be scheduled for any regular or special meeting of Council and require at least fifteen (15) ~~days'~~days notice in a newspaper of general circulation in the Town, and all Town managed social media platforms (Facebook, Instagram, et. al) or as may be required by Town Code or state law.
- B. Promptly at the hour set on the day of the public hearing, the ~~members~~member of the Council, the Town Clerk, the Chief Executive Officer, any relevant Town Staff, the Applicant/Petitioner, and those members of the public who wish to address the Town Council shall appear in person in the Council Chambers.
- C. The procedures for public hearings are as follows:

- 1.a. Call to Order
- 2.b. Review of Public Notices
- 3.c. Recommendations:

- a.i. Summary of Town Staff report and recommendation and/or;
- b.ii. Planning Commission Recommendation
- 4.d. Applicant/Petitioner presentation and testimony
- 5.e. Questions by the Town Council. ~~[~~The Town Council may ask questions of the Applicant/Petitioner or the Town staff~~]~~
- 6.f. Written documents ~~are~~ entered into the record.
- 7.g. Speakers (signed up) are called on by the Mayor or presiding officer. ~~_~~At the discretion of the Mayor or presiding officer, time may be limited to three (3) minutes and may not be yielded.
- 8.h. Additional questions by Town Council.
- 9.i. When the hearing is concluded, the Town Council will not hear further comments or questions during the meeting. ~~_~~If the record is kept open for a specific number of days, written comments should be submitted, by the deadline, and to the attention of the Town Clerk, in person at Town Hall, or email legislative@townoflaplata.org.

D. The following provisions shall be applied to the Applicant/Petitioners and their agents who cannot participate in person due to exceptional or extenuating circumstances:

- 1.a. On or before the day of a meeting, an Applicant/Petitioner or the agent of an Applicant/Petitioner who wishes to participate through electronic means when an in-person meeting has been scheduled must notify the Mayor, or in the Mayor's absence the presiding officer, that the member is unable to attend the meeting in person.
- 2.b. Following receipt of notification as required by paragraph 5-~~43~~(D)(1), remote participation by electronic communication is authorized if the Town Clerk makes arrangements for the voice of ~~the~~ remote ~~participant~~participants to be heard by all persons who wish to participate or attend utilizing electronic means.
- 3.c. At the start of the meeting the Mayor, or other presiding officer, shall advise the Town Council of the request ~~for~~of participation by remote electronic communication. ~~_~~ If the conditions and requirements of this Policy have been met, the Town Council shall approve the request by a majority vote. ~~_~~If participation through electronic ~~communication~~ means is approved, the Town Clerk shall record in the minutes of the meeting the means from which the member participated (in person or online ~~meeting~~meting platform).

Section 5-5.4 Closed Meetings

- A. Generally, all meetings of public bodies must be open to the public, except in special and appropriate circumstances when a meeting may be closed in compliance with the Maryland Open Meetings Act. ~~_~~The Town Council must create an agenda and must affirmatively pass a roll call vote on a motion in open session that does the following:

- 1-a. Identifies the subject matter of the closed meeting;
 - 2-b. States the purpose of the closed meeting; and
 - 3-c. Makes specific reference to the statutory exemptions relied on to close the meeting.
- B. Once in a closed meeting, only the matters stated on the agenda and in the motion are allowed to be discussed.
 - C. The Town Council may invite members of the public or Town ~~Staff~~staff to attend a closed meeting if their presence reasonably aids the Town Council in its consideration of an issue.
 - D. Following a closed meeting the Town Council must disclose, in the minutes of the next open session, what topics were discussed, who attended the closed session, and what actions were taken.
 - E. Any individual attending a closed meeting should respect the Town Council's decision that the subject matter is too sensitive for public discussion and ~~should~~shall treat the closed meeting discussion as confidential.

SECTION 6—RULES OF PROCEDURE FOR TOWN COUNCIL MEETINGS

Section VI – Rules of Procedure for Town Council Meetings

Section 6-1. _____ Quorum

- A. Three (3) members of the Town Council shall constitute a quorum for the transaction of business. No ordinance shall be passed, resolution adopted, nor any other action taken without the favorable votes of a majority of the members of the Town Council. No vote or question decided at a stated meeting shall be reconsidered at a special meeting unless ~~all~~four (4) members are present, and three (3) of them concur.
- B. Quorum refers to the number of members present at a meeting, not the number of members voting on an issue. If no quorum is present or if a quorum is lost, the Town Council can only ~~(i)~~adjourn, ~~(ii)~~recess, or ~~(iii)~~take steps to obtain a quorum.
- C. If a quorum fails to be established, those attending ~~may~~my adjourn to such other time prior to the next regular meeting as they may determine and the Town Clerk shall enter such adjournment in

the minute book of the Town Council and shall notify absent members thereof in the same manner as required for special meetings.

- D. Conflict of interests shall be disclosed and may only participate or act in accordance with Chapter 20 Ethics of the Code of the Town of La Plata.

Section 6-2: Preservation of Order

- A. At meetings of ~~the~~ Town Council, the presiding officer shall preserve order and decorum and decide on questions of order, subject to the appeal to the Town Council. If a member of Town Council transgresses the rules of the Town Council, the presiding officer shall call him ~~or her~~ to order.

- B. No member of the Town Council shall leave the Council ~~Chamber~~ chamber while the Town Council is in regular meeting without the permission of the presiding officer.

~~C. The presiding officer has the authority to call a brief recess at any time.~~

~~D. The presiding officer may adjourn the meeting without call for a brief recess with majority approval of the Town Council's vote or appeal in an emergency.~~ Council

~~E. The right of a member of the Town Council to address the Town Council on a question of personal privilege shall be limited to cases in which his integrity, character or motives are assailed, questioned or impugned. A member addressing the Town Council on a question of personal privilege shall first address the presiding officer and be recognized. A second is not required.~~

~~F. Whenever a question arises as to the proper interpretation of a rule of procedure, or in the absence~~

~~E. of a rule to govern a point of procedure, the presiding officer of the Town Council shall resolve the question.~~

~~G. F. Any member of the Town Council may appeal to the Town Council from the ruling of the presiding officer. If the appeal is seconded, the member making the appeal may briefly state his reason for the appeal and the presiding officer may briefly explain his ruling, but there shall be no debate on the appeal and no other member shall participate in the discussion. The presiding officer shall will then put the question: "Shall the decision of the presiding officer be sustained?" If the majority of the members present vote "no," the ruling of the presiding officer is overruled; otherwise, it is sustained.~~

Section 6-3. Town Council Members Addressing Town Council

~~D.A.~~ A member of the Town Council shall seek recognition to speak from the presiding officer, shall address only the question before the Town Council and shall refrain from impugning ~~the~~ motives of any other Town Council Member's argument or vote. No discussion of a sectarian or political nature shall be allowed. No member shall interrupt another while speaking, except to make a point of order, the point to ~~be~~ briefly stated to the presiding officer.

~~E.B.~~ No member of the Town Council shall speak more than once on the same question until every member choosing to speak ~~shall have~~ has done so, or for a longer time than ten (10) minutes on any ~~question~~ questions, without the ~~expresse~~ expressed permission of the Town Council.

Section 6-4. Action by the Town Council

- A. Action on ordinances shall be required in accordance with Town Code.
- B. Items of business will be considered and dealt with one at a time, and a new proposal may not be put forth until action on the preceding one has been concluded.
- C. When a proposal is perfectly clear to all present, and the proposal will not obligate the Town Council in any manner nor finally decide an issue before the Town Council, action can be taken upon the unanimous consent of the Town Council ~~Members~~ present, without a motion having been introduced. However, unless agreed to by unanimous consent, all proposed action of the Town Council must be approved by vote under these rules. Silence, or the lack of spoken dissent, is taken as consent.
- D. If an agenda item requires a public hearing, action by the Town Council may be taken at the same meeting as the public hearing or may be deferred to a later meeting.

Section 6-5. Motions

- A. Informal discussion of a subject is permitted while no motion is pending.
- B. Any member of the Town Council, even if he ~~or she~~ is serving as the presiding officer, may make a motion.

- C. A member may make only one motion at a time.
- D. Except for matters stipulated in these rules of procedure, all motions require a second and a motion dies for lack of a second.

Section 6-6: Receipt of Motions ~~When~~ While Question is Under Consideration

- A. When a motion is under consideration, no motion shall be received, except as follows: to postpone indefinitely, to amend, to refer to a board, commission or committee, to postpone to a certain time, to limit or extend debate, to move the previous question or to lay on the table.
- B. The following motions are debatable: to postpone indefinitely, to refer to a board, commission or committee or to postpone to a certain time. A motion to amend is debatable only if the main question is. The other motions named in ~~subsection Section 6-6(A. of this section)~~ are not ~~debatable. The following motions are~~ amendable: ~~to amend, to refer to a committee, to postpone to a certain time, and to limit or extend debate. The other motions named in subsection A. of this section are not amendable.~~ All motions require a simple majority, except for the motions to limit or extend debate or move the previous question, which require a two-thirds majority.

Section 6-7: Debate

- A. The presiding officer shall state the motion and then open the floor to debate. The presiding officer shall preside over the debate according to the following general principles:
 - ~~1.a.~~ 1.a. The maker of the motion is entitled to speak first;
 - ~~2.b.~~ 2.b. A member who has not spoken on the issue shall be recognized before someone who has already spoken;
 - ~~3.c.~~ 3.c. A member of the Town Council may vote against his ~~or her~~ motion but may not speak against his ~~or her~~ motion.
 - ~~4.d.~~ 4.d. The presiding officer may participate in the debate prior to declaring the matter ready for a vote.
 - ~~5. Town Council Members shall not engage in electronic communication amongst themselves regarding a motion that is on the floor for debate.~~

Section 6-8: Duty to Vote

If there is an abstention, it shall be the responsibility of the abstaining member to state the reason and for ~~the~~ Town Clerk to note the abstention and the reason ~~for abstaining~~ in the minutes for the record.

Section 6-9: Method of Voting

- A. After debate, the presiding officer shall ensure that the motion is clear and call for the vote.
- B. All questions submitted to the Town ~~Council~~Clerk shall be determined by a majority vote of the Town Council ~~members~~Members voting on any such question, unless otherwise required by special or general law. A majority is more than half.
- C. An “affirmative vote” by a majority of the Town Council present being necessary to adopt a motion, a tie vote means that the motion, resolution or ~~issue~~issues has been rejected. When a motion fails ~~on~~a tie vote, the “~~noes~~nays” prevail.
- D. In order for a motion in a zoning matter to be adopted, it must be approved by a majority of those voting.
- E. Town Council Members can request that the Town Clerk call for the individual votes of Town Council Members ~~on~~or any matter before the Town Council (Roll Call).

Section 6-8.10 Participation and Attendance by Remote Electronic Communication

The Town Council has developed various methods to allow for participation and attendance at Town Council, Board, Commission and Committee meetings. The following policy is established pursuant to the Maryland Open Meetings Act to allow members of Town Council, staff members, applicants ~~or~~/petitioners to participate in a Town Council meeting through electronic communication means from a remote location that is not open to the public, subject to the conditions and requirements of this Section. Public attendance to listen and/or view the proceedings of the Town Council may be made available through live streaming on the Town’s online meeting platform or phone in.

The following provisions shall be applied strictly and uniformly, without exception, to the entire membership and without regard to the identity of the member requesting remote participation or the matters that will be considered or voted on at the meeting.

- A. On or before the day of a meeting, a Town Council ~~member~~Member who wishes to participate through electronic means, when an in-person meeting has been scheduled, must notify the Mayor, or in the Mayor's absence the member who will chair the meeting, that the member is unable to attend the meeting in-person.
- B. Following receipt of notification as required by subsection A, ~~7.2~~ remote participation by electronic communication is authorized if the Town Clerk makes arrangements for the voice of the remote participant to be heard by all persons who wish to participate or attend utilizing electronic means or conference call.
- C. At the start of the meeting the Mayor, or other presiding officer, shall advise the Town Council of the member's request for participation by remote electronic communication. If the conditions and requirements of this Policy have been met, the Town Council shall approve the member's request by majority vote. If participation by a member through electronic communication means is approved, the Town Clerk shall record in the minutes of the meeting ~~the means~~ from which the member participated (in person or online meeting platform).

SECTION 7—BOARDS, COMMITTEES, COMMISSIONS, AND AUTHORITIES

Section VII – Boards, Committees, Commissions and Authorities

Section 7-1: Appointments to Boards, Committees, Commissions, and Authorities

- A. The ~~appointments~~appointment of Town Council Members to Boards, Committees, Commissions, and Authorities shall be approved by an affirmative vote of a majority of the members of the Town Council at the organizational meeting.
- B. In the event of a vacancy, the Town Council may consider and approve a replacement at any regular meeting of the Town Council.
- C. If the Town Council wishes, it may review appointments on an annual basis.

Section 7-2: Standing Committees of the Town Council

- A. The Town Council may have Standing Committees of Council, to include but not limited to, financial and budgetary matters, land use and economic development matters, and the appointments of citizens to the Town's various Boards, Committees, and Commissions.

Section 7-3. The Creation of Standing Committees and New Committees

- A. Any new Standing Committee of the Town Council shall be established by an ordinance.
- B. Any new temporary committee shall be established by ordinance or resolution and shall specify the term during which the committee will remain in existence. No temporary committee shall be established for a term of more than 365 days, the period to run from the date the committee holds its initial meeting. The term of the temporary committee may be extended by Town Council through an ordinance or resolution for additional periods of up to 365 days each. A temporary committee shall cease to exist upon ~~(i) the completion of its designated task or assignment, (ii) the date it submits its final oral or written report to Town Council, (iii) the expiration of the term specified in the ordinance or resolution creating the committee or of any extension of its original term, or (iv) three years from the date of its initial meeting, whichever occurs first.~~
- ~~C. No new committee shall be established until the Town Manager has issued a report with comments and recommendations regarding the creation of the committee. The Town Manager may delegate responsibility for preparing this report to any department head. The report required by this section shall include the comments and recommendations regarding:~~
- ~~1. The need for the committee and possible duplications or conflicts with other committees;~~
 - ~~2. The appropriateness of a committee format to deal with the issues involved; and~~
 - ~~3. The impact that creation of the committee will have on Town staff and resources, including: (a) the estimated total amount of Town staff time that will be required on an annual or other basis to staff the committee; (b) whether the committee can accomplish its assigned work with existing staff; and (c) if new staff will be required, the total amount of additional staffing that will be required and the projected annual cost of such additional staff.~~

SECTION 8—GENERAL OPERATING POLICY

- a. The completion of the designated task or assignment
- b. The date it submits its final oral or written report to Town Council
- c. The expiration of the term specified in the ordinance or resolution creating the committee or any extension of its original term
- d. Three (3) years from the date of its initial meeting, whichever comes first

Section VIII – General Operating Policy

Section 8-1. Staff Attendance at Meetings Organized by Town Council Members

Members of Town Staff, in their official capacity, shall not be invited by the Mayor ~~or~~nor Town Council Members to attend meetings which are political in nature. Additionally, any requests for a member of Town staff to attend a community meeting or event that has been organized by or is being hosted by a member of the Town Council shall be made directly to the Town Manager.

Section 8-2. Meetings with the Public, Staff, and the Mayor or Town Council Members

When possible, the balance of Town Council will be given reasonable advance notice of any meetings scheduled for and attended by the public, a member or members of Town staff, and the Mayor or Town Council Members. A report by the Mayor or Town Council Member(s) in attendance should be given at the next Town Council meeting with a summary of ~~the discussion~~discussions and details of any follow-up action resulting from the meeting.

Section 8-3. Broadcasting Town Council Meetings

Recordings of regular meetings, special meetings and public hearings of the Town Council shall be made available to the public and may be streamed via the Town's online meeting platform. The video of ~~the~~ recorded ~~meetings~~meeting will be available the day after the Town Council meeting.

Section 8-4. Minutes of the Town Council Meeting

The minutes of the Town Council meetings shall reflect the official actions of the Town Council. The minutes shall provide a summary of the discussion and record how Town Council voted on motions. The minutes will be considered for approval within a reasonable time following the meeting they record, typically, at the next regularly scheduled meeting.

Statements to be Included in the Minutes. Any member of the Town Council who wishes to have a statement or comment included in the minutes shall make that known prior to making the statement and shall provide the Town Clerk with a written copy of his ~~or her~~ statement.

Section 8-5. Official Documents Issued by the Town Council

Official documents issued by the Mayor and Town Council include, but are not limited to, legislation (~~ordinances and resolutions~~),² proclamations, official citations,⁷ and certificates of recognition. Official documents are generally prepared by the Department of Legislative Services at the direction of the Town Manager. Signatures on legislation do not necessarily indicate agreement with the content of the legislation but rather that the signer witnessed the legislative procedures associated with the adoption of the legislation. When signers are not available to sign in person, permission will be obtained in advance for the use of their electronic signature.

- A. Legislation: Actions requiring legislation are defined in Town Code. Any member of the Legislative Branch may propose legislation.

~~1-a.~~ Ordinance: An ordinance is an action taken by the Town Council that creates a law that governs conduct within the jurisdiction. It is a municipal law that may be amended or repealed by the adoption of another ordinance. Ordinances must be read at least twice in separate meetings and are adopted during a regular meeting of the Town Council by means of an affirmative vote of a majority of a quorum of the Town Council. Ordinances are signed by the Mayor and ~~the~~ Town Council.

~~2-b.~~ Emergency Ordinance: Extenuating circumstances may require the Town Council to adopt an ordinance after only one reading. In such circumstances, the Town Council adopts an emergency ordinance by means of an affirmative majority vote of a quorum of the Town Council. Emergency ordinances are signed by the Mayor and ~~the~~ Town Council.

~~3-c.~~ Resolution: A resolution is an official declaration of the wishes and opinions of a municipal body. A resolution may be issued to formally express the Town ~~Council's~~ Council's policy or to make a public statement from the Town Council. A "~~motion~~" is used by the Town Council to indicate approval or denial ~~of~~ a procedural action. Resolutions are adopted during a regular meeting of the Town Council by means of an affirmative ~~vote~~ of a majority of a quorum of the Town Council. Resolutions are signed by the Mayor and ~~the~~ Town Council.

- B. Proclamation: A proclamation is an official declaration issued by the Town Council to make something known, a public ~~and/or~~ official announcement. Proclamations are generally issued at the last regular meeting of the Town Council of the month ~~at a regular meeting of the Council~~ but may be issued ~~at~~ during a special meeting. Proclamations may be requested by the Mayor, Town Council, Town ~~Staff,~~ staff or members of the community. Proclamations are signed by the Mayor and Town Council.

1a. Official Proclamation: An official proclamation may be required by Town or State Code to announce actions taken by the Town Council when legislation is not required or has already been adopted, such as the declaration of a state of emergency or the cessation of annexation of proceedings.

2b. Ceremonial Proclamation: A proclamation may also serve as a ceremonial document issued by the Council to commemorate a specific time period (~~day, week, or month~~) to increase public awareness of issues with the hope of improving the well-being of our citizens, to recognize and celebrate ~~the~~ extraordinary achievements ~~of La Plata residents and non-profit organizations,~~ and to honor occasions of ~~importance~~important and significance to La Plata residents. Ceremonial proclamations are not legally binding and should not be interpreted as a policy endorsement.

C. Official Citation: An official citation may be issued to individuals, groups, or organizations in recognition of a specific event or occasion such as an anniversary, a milestone birthday, Boy Scout Eagle Award, Girl Scout Gold Award, retirement, a memorial service, a significant contribution to the community, award ceremonies, or a similar achievement. Official citations may be requested by the Mayor, Town Council, Town ~~Staff~~staff, or members of the community. Official citations are signed by the Mayor or Mayor Pro-~~Tem~~.

D. Certificate of Recognition: A certificate of recognition or town seal is provided to a local individual, business, or organization to recognize outstanding achievements such as a grand opening of a business, business anniversary, or similar achievement. Proclamations may be requested by the Mayor, Town Council, Town Staff, or members of the community. Certificates of recognition are signed by the Mayor or Mayor Pro-~~Tem~~.

Section 8-6: Amending the Rules of Procedure

The rules of procedure may be amended at any regular meeting, or at any properly called special meeting that includes amendment of the rules as one of the stated purposes of the meeting. Adoption of amendments to the rules of procedure shall require an affirmative vote of a majority of a quorum of the Town Council. Amendments to the rules of procedure become effective upon adoption.

Section 8-7: Special Rules of Procedure

The Town Council may adopt its own special rules of procedure to cover situations that are not adequately addressed in these Rules of Procedure. Adoption of a special rule of procedure shall require an affirmative vote of a majority of a quorum of the Town Council. _____

Attachment 1 to
Resolution 23-01
Adopted: January
XX, 2023



COUNCIL OF THE TOWN OF LA PLATA

RULES OF PROCEDURE

Revised: 12 May 2025

Introduction

The rules and procedure were designed and adopted for the benefit and convenience of the Council of the Town of La Plata (Town Council) and are intended to describe the rules and guidelines by which the Council operates. Additionally, the rules of procedure will help the Council conduct its affairs in a timely and efficient manner and serve as a quick reference for the resolving policy and procedural questions during meetings. The rules of procedure do not supersede the provisions of the Town Charter or Code of Ordinance and do not create substantive rights for third parties or participants in proceedings before the Town Council. Further, the Town Council reserves the right to suspend or amend the rules of procedure whenever a majority of the Town Council decides to do so. The failure of the Town Council to strictly comply with the rules of procedure shall not invalidate any action of the Town Council.

The rules of procedure will be reviewed and adopted annually and following an election year, at the organization meeting of the Town Council in May. Revisions to the rules of procedure may be proposed and adopted during any regular meeting of the Town Council by means of an affirmative vote of a majority of a quorum of the Town Council and become effective upon adoption.

Section I – Purpose and Basic Principles

Section 1-1 Purpose of Rules of Procedure

- A. To enable the Town Council to transact business fully, expeditiously and efficiently, while affording every opportunity to citizens to witness the operations of government;
- B. To protect the rights of each individual Town Council Member;
- C. To preserve a spirit of cooperation among Town Council Members; and
- D. To determine the will of the Town Council on any matter.
- E. To further advance the core values outlined in the Town of La Plata's Strategic Plan

Section 1-2 Basic Principles Underlying Rules of Procedures

- A. The business of the Town Council should proceed in the most efficient manner possible;
- B. Town Council's rules of procedure must be followed consistently;
- C. Town Council's actions should be the result of a decision on the merits and the Town Council reserves the right to suspend the rules with an affirmative vote of a majority of a quorum of the Town Council
- D. Only one subject may claim the attention of the Town Council at one time;
- E. Each item presented for consideration is entitled to full and free discussion;
- F. Every Town Council Member has equal rights to participate and vote on the issues;
- G. Every Town Council Member must have equal opportunity to participate in decision making;
- H. The will of the majority must be carried out; and the rights of the minority must be preserved; and
- I. The Town Council must act as a body.

Section II – Meetings

Section 2-1 Adoption of an Annual Calendar and Meeting Schedule

The time and place of the meetings of the La Plata Town Council shall be established annually with the adoption of a resolution and calendar that sets forth the regular meetings (which may include scheduled and advertised public hearings), Town Hall meetings, and other standing meetings, where applicable.

Regular meetings and public hearings. In general, regular meetings of the Town Council, which may include scheduled and advertised public hearings, will be held on the second, third and fourth Tuesday of each month beginning at 1800 EST in the Council Chambers, located on the first floor at Town Hall. Under exceptional or extenuating circumstances, Town Council meetings may convene virtually. Regular meetings and public hearings are live streamed via the online meeting platform specified on the Town's website and meeting agenda.

Town Hall meetings. The La Plata Town Council may host Town Hall meetings each year with the location and topic of discussion announced at a minimum fifteen (15) days prior to the event. The location and topic will be influenced by current Town events, projects and priorities. Individual Town Council Members reserve the right to host Town Hall Meetings individually, provided they notify the Town Council and announce their topic of discussion to the public at a minimum fifteen (15) days prior to the event. The location and topic will be influenced by current Town events, projects and priorities.

Section 2-2 Special Meetings

The Town Council may schedule special meetings as it deems necessary with the dates and time adopted as part of the annual calendar or announced in accordance with all legal requirements. Special meetings shall be called by the Town Clerk upon the written request of the Mayor, a majority of the members of the Town Council or the Chief Executive Officer; no business shall be transacted at a special meeting but that for which it shall be called, unless a majority of the Town Council agrees to consider such action.

Section 2-3 Pre-Organizational Meeting

In those years in which Town Council elections are held, the Town Council, including members-elect of the body, shall meet in a work session prior to the organizational meeting to discuss appointments as members of or liaisons to committees, boards, commissions and multi-jurisdictional agencies. During the discussion of the full Town Council, consideration will be given to a Town Council Member's level of interest, experience of his specific schedule, and the location, time and frequency of the meeting(s).

Section 2-4 Organizational Meeting

In those years in which Town Council elections are held, an organizational meeting of the Town Council shall be held on the second Monday in May. The purpose of the organizational meeting shall be the appointment of the Town Council Members as members of or liaisons to committees, commissions, boards and multi-jurisdictional agencies, the appointment of Mayor Pro-Tem and the conduct of such organizational meetings as may come before the Council.

Appointments of Council Members shall be announced by the Mayor at the organizational meeting and shall become effective when approved by a vote of Town Council. If desired, the Town Council may review appointments on an annual basis.

The Town Council shall acknowledge and adopt the Rules of Procedure at its organizational meeting.

Section 2-5 Rescheduling of Meetings

In the event of circumstances preventing the conduct of a regularly scheduled meeting, the Town Council may reschedule such meetings, unless already otherwise indicated on the adopted annual calendar. Appropriate notification regarding rescheduling of meetings will be made in accordance with the Open Meetings Act.

Section III – Officers and Employees

Section 3-1 Mayor

The Mayor shall serve as presiding officer over all meetings of the Town Council and perform such other duties as may be prescribed by the Charter and the Town Code or general law.

The Mayor shall have the right to vote on matters before the Town Council.

The Mayor Pro-Tem serves as presiding officer in the absence of the Mayor. In the case of the absence from any meeting of the Mayor and the Mayor Pro-Tem, the members of the Town Council present shall choose one of their number as a temporary presiding officer.

Section 3-2 Town Manager

The Town Council shall appoint a Town Manager who shall be chosen in conformity with the provisions of the Charter and who shall exercise the powers and discharge the duties required of him, subject to the approval of the Town Council. The Town Manager shall exercise administrative supervision and control over all departments of the Town government and have general supervision over all improvements, works and services.

The Town Manager shall attend all meetings of the Town Council and shall recommend to the Town Council, for adoption, such measures as he may deem expedient or necessary.

Section 3-3 Town Clerk

The Town Clerk shall serve as the Clerk to the Council and shall attend every meeting of the Town Council and will maintain an accurate amount of the proceedings of the Town Council, including all motions and subsequent votes, shall be conducted and recorded in compliance with legal requirements.

Statements to be included in the minutes. Any member of the Town Council who wishes to have a statement or comment included in the minutes shall make that known prior to making the statement and provide the Town Clerk with a written copy of his or her statement.

Section 3-4 Department Heads

The head of any department, or any officer or employee of the Town when requested by the Town Council or the Town Manager, shall attend any regular, adjourned or special meeting and confer with the Town Council on matters relating to the Town.

Section 3-5 Role of the Council in Appointment of Department Heads

In accordance with Article IV regarding the powers and duties of the Mayor, the Mayor, with a majority approval of the Council, shall appoint the heads of all offices, departments and agencies of the Town government as established by the Charter or by ordinance and in accordance with Subsection E of the powers and duties the Mayor reverts to the Town Manager.

Section 3-6 Town Manager, Town Attorney and Town Treasurer

The Town Manager, the Town Attorney and the Town Treasurer shall serve at the pleasure of the Council in accordance with Article V of the Charter (Town Manager), Article IX, Section 2 (Town Attorney) and Article VIII, Section 1 (Town Treasurer).

Section IV – The Agenda

Section 4-1 Publishing the Agenda

At the direction of the Town Manager, the Town Clerk shall be responsible for the publication of agendas for all noticed and scheduled meetings of the Town Council.

Section 4-2 Adding Items to the Agenda

The Town Clerk, in collaboration with the Town Manager, shall prepare a proposed agenda to review with the Mayor prior to the scheduled Town Council meeting. Any Town Council Member and Department Head that would like to add items to the proposed agenda should submit such items to the Town manager seven (7) days business days before the meeting. Materials that will accompany the agenda shall be provided to the Town Clerk no later than noon on the Thursday prior to the scheduled meeting, or at such a time that allows for development of the item, where applicable. Last minute submissions are discouraged but may be added to a meeting agenda, where applicable, subject to a vote of the Town Council at the meeting approving a change (addition) to the published agenda. This will allow the Council consideration of a matter that requires action expeditiously but was not known in time to be presented during the normal agenda development process.

Items added to the agenda by individual Town Council Member shall be included on the agenda of the first regular meeting of the month to determine Town Council consensus to proceed with the development, introduction and consideration of adoption, where applicable.

The agenda items and related materials accompany the agenda items shall be provided to the Town Clerk for distribution to the Town Council, and for posting of the agenda. Town Council action agenda items may include, but is not limited to, discussion only; referral to a Town Council committee; referral to the Town Manager for development by Town staff; or placement on a future Council regular agenda for further action.

Section 4-3 Distribution of the Agenda

The Town Clerk shall publish agendas and related materials (the agenda packet) to the Town's website in a timely manner to allow the public and elected officials time to review.

The agenda packet for meetings held on a Tuesday will be published before noon of the Thursday prior to the meeting date. If key information is outstanding, the Town Manager may delay the publication of the packet or reschedule agenda items.

Section 4-4 Town Council Approval of Agenda and Consent Agenda

- A. At the beginning of every regular meeting the Town Council will have the opportunity to review items on the agenda and, if necessary, the consent agenda to approve or remove items from the agenda.
- B. In the case of the consent agenda, unless one or more members of the Town Council has a reason to discuss and/or debate one or more items, contents of the Consent Agenda will be voted on

collectively. Removed items may be taken up either immediately after the consent agenda or placed later on the agenda at the discretion of the majority of the Town Council.

- C. Under no circumstances can anything be added or removed from the agenda after the Town Council has voted to accept the agenda for the meeting.

Section V – Order of Business for Council Members

Section 5-1 Order of Business

- A. The order of business for the regular Town Council meeting will be established in a written agenda and may include the following: Approval of Agenda, Consent Agenda, Community and Staff Presentation, Reports of the Mayor and Council, Staff Reports, Ordinances and Resolutions, Unfinished and New Business, Awards and Acknowledgements, Public Comment, Closed Meetings, Public Hearings, and other pertinent business of the Town Council.
- B. The order of business for any special Town Council meeting will be established in a written agenda and may include the following: Ordinances and Resolutions, Action Items, Public Hearings, Closed Meetings, and other pertinent business of the Town Council

Section 5-2 Public Comment Participation

- A. No person, other than a member of the Town Council, Town Manager or Town Attorney shall have the right to discuss any matter in a meeting of the Town Council, unless by consent of a majority of the Council, or when that person is scheduled to appear before the Council on an agenda item.
- B. The public comment participation portion of the agenda is set aside for those citizens who wish to address the Town Council for less than three (3) minutes each. Citizens need not give prior notice to the Town to speak during the public comment participation portion of the agenda.
- C. Public comment participation shall be for the purpose of allowing members of the public to address any Town business
- D. After each public comment section, each member of the Council shall have the ability to make closing remarks based on the public comments given during that meeting.

Section 5-3 Public Hearings

- A. Public hearings before the Town Council may be scheduled for any regular or special meeting of Council and require at least fifteen (15) days notice in a newspaper of general circulation in the Town, and all Town managed social media platforms (Facebook, Instagram, et. al) or as may be required by Town Code or state law.
- B. Promptly at the hour set on the day of the public hearing, the member of the Council, the Town Clerk, the Chief Executive Officer, any relevant Town Staff, the Applicant/Petitioner and those members of the public who wish to address the Town Council shall appear in person in the Council Chambers.
- C. The procedures for public hearings are as follows:
 - a. Call to Order
 - b. Review of Public Notices
 - c. Recommendations:
 - i. Summary of Town Staff report and recommendation and/or;
 - ii. Planning Commission Recommendation
 - d. Applicant/Petitioner presentation and testimony
 - e. Questions by the Town Council. The Town Council may ask questions of the Applicant/Petitioner or the Town staff

- f. Written documents entered into the record
 - g. Speakers (signed up) are called on by the Mayor or presiding officer. At the discretion of the Mayor or presiding officer, time may be limited to three (3) minutes and may not be yielded
 - h. Additional questions by Town Council
 - i. When the hearing is concluded, the Town Council will not hear further comments or questions during the meeting. If the record is kept open for a specific number of days, written comments should be submitted, by the deadline, and to the attention of the Town Clerk, in person at Town Hall, or email legislative@townoflaplata.org
- D. The following provisions shall be applied to the Applicant/Petitioners and their agents who cannot participate in person due to exceptional or extenuating circumstances:
- a. On or before the day of a meeting, an Applicant/Petitioner or the agent of an Applicant/Petitioner who wishes to participate through electronic means when an in-person meeting has been scheduled must notify the Mayor, or in the Mayor's absence the presiding officer, that the member is unable to attend the meeting in person
 - b. Following receipt of notification as required by paragraph 5-3(D)(1), remote participation by electronic communication is authorized if the Town Clerk makes arrangements for the voice of remote participants to be heard by all persons who wish to participate or attend utilizing electronic means
 - c. At the start of the meeting the Mayor, or other presiding officer, shall advise the Town Council of the request of participation by remote electronic communication. If the conditions and requirements of this Policy have been met, the Town Council shall approve the request by a majority vote. If participation through electronic means is approved, the Town Clerk shall record in the minutes of the meeting the means from which the member participated (in person or online meeting platform).

Section 5-4 Closed Meetings

- A. Generally, all meetings of public bodies must be open to the public, except in special and appropriate circumstances when a meeting may be closed in compliance with the Maryland Open Meetings Act. The Town Council must create an agenda and must affirmatively pass a roll call vote on a motion in open session that does the following:
 - a. Identifies the subject matter of the closed meeting;
 - b. States the purpose of the closed meeting; and
 - c. Makes specific reference to the statutory exemptions relied on to close the meeting
- B. Once in a closed meeting, only the matters stated on the agenda and in the motion are allowed to be discussed
- C. The Town Council may invite members of the public or Town staff to attend a closed meeting if their presence reasonably aids the Town Council in its consideration of an issue.
- D. Following a closed meeting the Town Council must disclose, in the minutes of the next open session, what topics were discussed, who attended the closed session and what actions were taken
- E. Any individual attending a closed meeting should respect the Town Council's decision that the subject matter is too sensitive for public discussion and shall treat the closed meeting discussion as confidential

Section VI – Rules of Procedure for Town Council Meetings

Section 6-1 Quorum

- A. Three (3) members of the Town Council shall constitute a quorum for the transaction of business. No ordinance shall be passed, resolution adopted nor any other action taken without the favorable votes of a majority of the members of the Town Council. No vote or question decided at a stated meeting shall be reconsidered at a special meeting unless four (4) members are present, and three (3) of them concur
- B. Quorum refers to the number of members present at a meeting, not the number of members voting on an issue. If no quorum is present or if a quorum is lost, the Town Council can only adjourn, recess, or take steps to obtain a quorum
- C. If a quorum fails to be established, those attending may adjourn to such other time prior to the next regular meeting as they may determine and the Town Clerk shall enter such adjournment in the minute book of the Town Council and shall notify absent members thereof in the same manner as required for special meetings
- D. Conflict of interests shall be disclosed and may only participate or act in accordance with Chapter 20 Ethics of the Code of the Town of La Plata

Section 6-2 Preservation of Order

- A. At meetings of Town Council, the presiding officer shall preserve order and decorum and decide on questions of order, subject to the appeal to the Town Council. If a member of Town Council transgresses the rules of the Town Council, the presiding officer shall call him to order
- B. No member of the Town Council shall leave the Council chamber while the Town Council is in regular meeting without the permission of the presiding officer
- C. The presiding officer may call for a brief recess with majority approval of the Town Council
- D. The right of a member of the Town Council to address the Town Council on a question of personal privilege shall be limited to cases in which his integrity, character or motives are assailed, questioned or impugned. A member addressing the Town Council on a question of personal privilege shall first address the presiding officer and be recognized. A second is not required
- E. Whenever a question arises as to the proper interpretation of a rule of procedure, or in the absence of a rule to govern a point of procedure, the presiding officer of the Town Council shall resolve the question
- F. Any member of the Town Council may appeal to the Town Council from the ruling of the presiding officer. If the appeal is seconded, the member making the appeal may briefly state his reason for the appeal and the presiding officer may briefly explain his ruling, but there shall be no debate on the appeal and no other member shall participate in the discussion. The presiding officer will then put the question, "Shall the decision of the presiding officer be sustained?" If the majority of the members present vote no, the ruling of the presiding officer is overruled; otherwise it is sustained

Section 6-3 Town Council Members Addressing Town Council

- A. A member of the Town Council shall seek recognition to speak from the presiding officer, shall address only the question before the Town Council and shall refrain from impugning motives of any other Town Council Member's argument or vote. No discussion of a sectarian or political nature shall be allowed. No member shall interrupt another while speaking, except to make a point of order, the point to briefly stated to the presiding officer
- B. No member of the Town Council shall speak more than once on the same question until every member choosing to speak has done so, or for a longer time than ten (10) minutes on any questions, without the expressed permission of the Town Council

Section 6-4 Action by the Town Council

- A. Action on ordinances shall be required in accordance with Town Code
- B. Items of business will be considered and dealt with one at a time, and a new proposal may not be put forth until action on the preceding one has been concluded
- C. When a proposal is perfectly clear to all present, and the proposal will not obligate the Town Council in any manner nor finally decide an issue before the Town Council, action can be taken upon the unanimous consent of the Town Council present, without a motion having been introduced. However, unless agreed to by unanimous consent, all proposed action of the Town Council must be approved by vote under these rules. Silence, or the lack of spoken dissent, is taken as consent.
- D. If an agenda item requires a public hearing, action by the Town Council may be taken at the same meeting as the public hearing or may be deferred to a later meeting

Section 6-5 Motions

- A. Informal discussion of a subject is permitted while no motion is pending
- B. Any member of the Town Council, even if he is serving as the presiding officer, may make a motion
- C. A member may make only one motion at a time
- D. Except for matters stipulated in these rules of procedure, all motions require a second and a motion dies for lack of a second

Section 6-6 Receipt of Motions While Question is Under Consideration

- A. When a motion is under consideration, no motion shall be received, except as follows: to postpone indefinitely, to amend, to refer to a board, commission or committee, to postpone to a certain time, to limit or extend debate, to move the previous question or to lay on the table.
- B. The following motions are debatable: to postpone indefinitely, to refer to a board, commission or committee or to postpone to a certain time. A motion to amend is debatable only if the main question is. The other motions named in Section 6-6(A) are not amendable. All motions require a simple majority, except for the motions to limit or extend debate or move the previous question, which require a two-thirds majority.

Section 6-7 Debate

- A. The presiding officer shall state the motion and then open the floor to debate. The presiding officer shall preside over the debate according to the following general principles:
 - a. The maker of the motion is entitled to speak first;
 - b. A member who has not spoken on the issue shall be recognized before someone who has already spoken;
 - c. A member of the Town Council may vote against his motion but may not speak against his motion
 - d. The presiding officer may participate in the debate prior to declaring the matter ready for a vote

Section 6-8 Duty to Vote

If there is an abstention, it shall be the responsibility of the abstaining member to state the reason and for the Town Clerk to note the abstention and the reason in the minutes for the record

Section 6-9 Method of Voting

- A. After debate, the presiding officer shall ensure that the motion is clear and call for the vote

- B. All questions submitted to the Town Clerk shall be determined by a majority vote of the Town Council Members voting on any such question, unless otherwise required by special or general law. A majority is more than half
- C. An “affirmative vote” by a majority of the Town Council present being necessary to adopt a motion, a tie vote means that the motion, resolution or issues has been rejected. When a motion fails a tie vote, the “nays” prevail.
- D. In order for a motion in a zoning matter to be adopted, it must be approved by a majority of those voting
- E. Town Council Members can request that the Town Clerk call for the individual votes of Town Council Members or any matter before the Town Council (Roll Call)

Section 6-10 Participation and Attendance by Remote Electronic Communication

The Town Council has developed various methods to allow for participation and attendance at Town Council, Board, Commission and Committee meetings. The following policy is established pursuant to the Maryland Open Meetings Act to allow members of Town Council, staff members, applicants/petitioners to participate in a Town Council meeting through electronic communication means from a remote location that is not open to the public, subject to the conditions and requirements of this Section. Public attendance to listen and/or view the proceedings of the Town Council may be made available through live streaming on the Town’s online meeting platform or phone in.

The following provisions shall be applied strictly and uniformly, without exception, to the entire membership and without regard to the identity of the member requesting remote participation or the matters that will be considered or voted on at the meeting.

- A. On or before the day of a meeting, a Town Council Member who wishes to participate through electronic means, when an in-person meeting has been scheduled, must notify the Mayor, or in the Mayor’s absence the member who will chair the meeting, that the member is unable to attend the meeting in-person
- B. Following receipt of notification as required by subsection A, remote participation by electronic communication is authorized if the Town Clerk makes arrangements for the voice of the remote participant to be heard by all persons who wish to participate or attend utilizing electronic means or conference call
- C. At the start of the meeting the Mayor, or other presiding officer, shall advise the Town Council of the member’s request for participation by remote electronic communication. If the conditions and requirements of this Policy have been met, the Town Council shall approve the member’s request by majority vote. If participation by a member through electronic communication means is approved, the Town Clerk shall record in the minutes of the meeting from which the member participated (in person or online meeting platform)

Section VII – Boards, Committees, Commissions and Authorities

Section 7-1 Appointments to Boards, Committees, Commissions and Authorities

- A. The appointment of Town Council Members to Boards, Committees, Commissions and Authorities shall be approved by an affirmative vote of a majority of the members of the Town Council at the organizational meeting
- B. In the event of a vacancy, the Town Council may consider and approve a replacement at any regular meeting of the Town Council
- C. If the Town Council wishes, it may review appointments on an annual basis

Section 7-2 Standing Committees of the Town Council

- A. The Town Council may have Standing Committees of Council, to include but not limited to, financial and budgetary matters, land use and economic development matters, and the appointments of citizens to the Town's various Boards, Committees and Commissions

Section 7-3 The Creation of Standing Committees and New Committees

- A. Any new Standing Committee of the Town Council shall be established by an ordinance
- B. Any new temporary committee shall be established by ordinance or resolution and shall specify the term during which the committee will remain in existence. No temporary committee shall be established for a term of more than 365 days, the period to run from the date the committee holds its initial meeting. The term of the temporary committee may be extended by Town Council through an ordinance or resolution for additional periods of up to 365 days each. A temporary committee shall cease to exist upon:
 - a. The completion of the designated task or assignment
 - b. The date it submits its final oral or written report to Town Council
 - c. The expiration of the term specified in the ordinance or resolution creating the committee or any extension of its original term
 - d. Three (3) years from the date of its initial meeting, whichever comes first

Section VIII – General Operating Policy

Section 8-1 Staff Attendance at Meetings Organized by Town Council Members

Members of Town Staff, in their official capacity, shall not be invited by the Mayor nor Town Council Members to attend meetings which are political in nature. Additionally, any requests for a member of Town staff to attend a community meeting or event that has been organized by or is being hosted by a member of the Town Council shall be made directly to the Town Manager

Section 8-2 Meetings with the Public, Staff, and the Mayor or Town Council Members

When possible, the balance of Town Council will be given reasonable advance notice of any meetings scheduled for and attended by the public, a member or members of Town staff, and the Mayor or Town Council Members. A report by the Mayor or Town Council Member(s) in attendance should be given at the next Town Council meeting with a summary of discussions and details of any follow-up action resulting from the meeting

Section 8-3 Broadcasting Town Council Meetings

Recordings of regular meetings, special meetings and public hearings of the Town Council shall be made available to the public and may be streamed via the Town's online meeting platform. The video of the recorded meeting will be available the day after the Town Council meeting.

Section 8-4 Minutes of the Town Council Meeting

The minutes of the Town Council meetings shall reflect the official actions of the Town Council. The minutes shall provide a summary of the discussion and record how Town Council voted on motions. The minutes will be considered for approval within a reasonable time following the meeting they record, typically at the next regularly scheduled meeting.

Statements to be Included in the Minutes. Any member of the Town Council who wishes to have a statement or comment included in the minutes shall make that known prior to making the statement and shall provide the Town Clerk with a written copy of his statement.

Section 8-5 Official Documents Issued by the Town Council

Official documents issued by the Mayor and Town Council include, but are not limited to, legislation, proclamations, official citations and certificates of recognition. Official documents are generally prepared by the Department of Legislative Services at the direction of the Town Manager. Signatures on legislation do not necessarily indicate agreement with the content of the legislation but rather that the signer witnessed the legislative procedures associated with the adoption of the legislation. When signers are not available to sign in person, permission will be obtained in advance for the use of their electronic signature.

- A. Legislation: Actions requiring legislation are defined in Town Code. Any member of the Legislative Branch may propose legislation.
 - a. Ordinance: An ordinance is an action taken by the Town Council that creates a law that governs conduct within the jurisdiction. It is a municipal law that may be amended or repealed by the adoption of another ordinance. Ordinances must be read at least twice in separate meetings and are adopted during a regular meeting of the Town Council by means of an affirmative vote of a majority of a quorum of the Town Council. Ordinances are signed by the Mayor and the Town Council.
 - b. Emergency Ordinance: Extenuating circumstances may require the Town Council to adopt an ordinance after only one reading. In such circumstances, the Town Council adopts an emergency ordinance by means of an affirmative majority vote of a quorum of the Town Council. Emergency ordinances are signed by the Mayor and the Town Council
 - c. Resolution: A resolution is an official declaration of the wishes and opinions of a municipal body. A resolution may be issued to formally express the Town Council's policy or to make a public statement from the Town Council. A "motion" is used by the Town Council to indicate approval or denial or a procedural action. Resolutions are adopted during a regular meeting of the Town Council by means of an affirmative of a majority of a quorum of the Town Council. Resolutions are signed by the Mayor and the Town Council
- B. Proclamation: A proclamation is an official declaration issued by the Town Council to make something known, a public or official announcement. Proclamations are generally issued at the last regular meeting of the Town Council of the month but may be issued during a special meeting. Proclamations may be requested by the Mayor, Town Council, Town staff or members of the community. Proclamations are signed by the Mayor and Town Council.
 - a. Official Proclamation: An official proclamation may be required by Town or State Code to announce actions taken by the Town Council when legislation is not required or has already been adopted, such as the declaration of a state of emergency or the cessation of annexation of proceedings.
 - b. Ceremonial Proclamation: A proclamation may also serve as a ceremonial document issued by the Council to commemorate a specific time period to increase public awareness of issues with the hope of improving the well-being of our citizens, to recognize and celebrate extraordinary achievements and to honor occasions of important and significance to La Plata residents. Ceremonial proclamations are not legally binding and should not be interpreted as a policy endorsement.
- C. Official Citation: An official citation may be issued to individuals, groups or organizations in recognition of a specific event or occasion such as an anniversary, a milestone birthday, Boy Scout

Eagle Award, Girl Scout Gold Award, retirement, a memorial service, a significant contribution to the community, award ceremonies, or a similar achievement. Official citations may be requested by the Mayor, Town Council, Town staff, or members of the community. Official citations are signed by the Mayor or Mayor Pro-Tem.

- D. Certificate of Recognition: A certificate of recognition or town seal is provided to a local individual, business or organization to recognize outstanding achievements such as a grand opening of a business, business anniversary, or similar achievement. Proclamations may be requested by the Mayor, Town Council, Town Staff or members of the community. Certificates of recognition are signed by the Mayor or Mayor Pro-Tem.

Section 8-6 Amending the Rules of Procedure

The rules of procedure may be amended at any regular meeting, or at any properly called special meeting that includes amendment of the rules as one of the stated purposes of the meeting. Adoption of amendments to the rules of procedure shall require an affirmative vote of a majority of a quorum of the Town Council. Amendments to the rules of procedure become effective upon adoption.

Section 8-7 Special Rules of Procedure

The Town Council may adopt its own special rules of procedure to cover situations that are not adequately addressed in these Rules of Procedure. Adoption of a special rule of procedure shall require an affirmative vote of a majority of a quorum of the Town Council.

STATE ETHICS COMMISSION
45 CALVERT STREET, 3RD FLOOR
ANNAPOLIS, MD 21401
410-260-7770
1-877-669-6085

This Form Is To Be Filed With:
CLERK OF THE COUNTY COUNCIL
COUNTY ADMINISTRATION BUILDING
ROOM 2198
UPPER MARLBORO, MD 20772
301-952-3600

Ex Parte Disclosure Form (Form PG 4)

The Prince George's County land use ethics law (General Provisions Article, §§ 5-833 to 5-839, Annotated Code of Maryland) ("Public Ethics Law") requires an applicant, agent, Member of the County Council or County Executive who has an ex parte communication concerning a pending application to file this form with the Clerk of the County Council. You must file the form within 5 working days after the communication was made or received whichever is later. You must file this form if you communicate with a Member or the County Executive or where the County Executive or Member communicates with an applicant or agent. Each person who is a party to the communication must file a separate form for each communication. The Public Ethics Law also sets out other requirements that may apply to the filer's situation. You may direct any questions about the Ex Parte Disclosure Form to the State Ethics Commission office by phone, 410-260-7770, or in writing to the above address. Copies of the Public Ethics Law may be obtained at the Commission's website <http://ethics.maryland.gov/public-ethics-law/>. Additionally, there is a Special Ethics Law Memo on the Prince George's County land use ethics law at <http://ethics.maryland.gov/download/local-gov/local-gov-forms/PG%20County%20Zoning%20Memo.pdf>.

Name of Filer _____

Address of Filer _____

Type of Filer (Applicant,
Agent, Member, or County Executive) _____ Case No. (where applicable) _____

Communication Information

1. Identify below the name of the other party to the communication, that is, the individual (other than the filer) from whom or to whom the communication was made. State also the capacity of the individual as agent, applicant, member, or County Executive, and the date.

_____	_____	_____
Name of Individual	Capacity (Agent, Applicant, Member)	Date

2. Include on the lines below a summary of the content of the ex parte communication. Be specific as to substantive content, positions taken, issues raised or recommendations made. Identify the pending application. Attach a separate sheet if more space is needed.

I hereby make oath or affirmation that the contents of this form are true and correct to the best of my knowledge, information, and belief.

Signature of Filer (original to be filed with the Clerk)

Date

Printed Name of Filer



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Chuck Stevens, Town Manager, and Karina Larsen, Treasurer
DEPARTMENT: Finance
TYPE: Town Council Ordinance
SUBJECT: USDA Loan for Project One

BACKGROUND:

The Town of La Plata is proposing to issue two general obligation bonds to secure USDA loans for the financing of a major sewer infrastructure initiative known as “Project One.” This project includes construction of the Southwest Quadrant Regional Sewage Pumping Station, installation of 24-inch gravity sewer lines and 12-inch water reuse piping, and upgrades of Mod 1 for the treatment process at the La Plata Wastewater Treatment Plant. These enhancements are intended to expand capacity, modernize infrastructure, and improve overall system performance. The ordinance authorizes the issuance of bonds totaling up to \$7.562 million and outlines repayment terms, security provisions, and procedural requirements.

FISCAL IMPACT:

The bonds will total a maximum principal of \$7,562,000, with Bond One at \$4,842,000 at an interest rate of up to 1.75%, and Bond Two at \$2,720,000 at up to 2.75%, each amortized over 40 years. Debt service is expected to be covered primarily by revenues from the Town’s major facility fee, with the Town’s full faith and credit and unlimited taxing power pledged as a secondary guarantee. Annual deposits of at least \$49,787 into a short-lived asset reserve are also required. The structure is designed to minimize issuance costs and avoid burdensome interest rates, especially compared to commercial lending.

STRATEGIC PLAN ALIGNMENT:

Goal #5 - Public Service Readiness: Directly supports planning and developing systems and infrastructure needed to meet growing demand while supporting health, safety, and wellness of residents and natural resources. The project ensures adequate infrastructure capacity for current and future growth.

Goal #1 - Good Governance: Demonstrates responsible stewardship of community trust by securing low-cost federal financing (1.75% and 2.75% interest rates) rather than more expensive commercial alternatives, maximizing public service value to residents.



Goal #3 - Economic Prosperity: Enables strategic growth of the geographic property and economic tax base by ensuring adequate sewer infrastructure capacity to support residential, commercial, and industrial development as outlined in the Comprehensive Plan.

The project also aligns with Comprehensive Plan Goal #10 for wastewater infrastructure upgrades to accommodate growth within the Chesapeake Bay Restoration framework.

SUSTAINABILITY CONSIDERATIONS:

“Project One” incorporates critical sustainability features, including the installation of water reuse piping and the implementation of more efficient wastewater treatment technology (SNDN process). These improvements are expected to reduce environmental impact, enhance resilience, and extend the life of existing assets. It will be essential to maintain long-term upkeep, aligning with best practices in asset management and sustainability planning.

ADA CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Adopt Ordinance 25-07 authorizing the issuance of two general obligation bonds totaling up to \$7,562,000 to secure USDA loans for Project One sewer infrastructure improvements, including the Southwest Quadrant Regional Sewage Pumping Station, gravity sewer lines, water reuse piping, and Wastewater Treatment Plant upgrades, with the Town Manager authorized to execute all necessary documents and agreements related to the bond issuance and USDA loan financing.

ATTACHMENTS:

DRAFT Ordinance 25-07, “Authorization of General Obligation Bonds Evidencing USDA Loans For Sewer System Project One”



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Chuck Stevens, Town Manager
DEPARTMENT: Executive
TYPE: Resolution
SUBJECT: Professional Services Agreement – Legal Services (Jack A. Gullo Jr., Esquire)

BACKGROUND:

The Town of La Plata is currently in a transition period regarding the Town Attorney position. To ensure continuity of legal services essential to municipal operations, staff has negotiated a Limited Scope Legal Services Agreement with Jack A. Gullo Jr., Esquire, who will serve as Special Counsel during this transitional period.

Mr. Gullo possesses extensive institutional knowledge of the Town's legal matters, established professional relationships with Town staff and officials, and demonstrated expertise in municipal law. This interim arrangement will provide the Town with necessary legal support while staff conducts a comprehensive evaluation of long-term options for the Town Attorney position.

The proposed agreement establishes clear parameters for legal services, including specific hourly rates, defined scope of work assigned by the Town Manager, and a six-month term that provides adequate time for the Town to determine its permanent legal counsel structure.

FISCAL IMPACT:

This initiative was not specifically funded during the current budget process as the need arose during the fiscal year. The agreement establishes a monthly engagement fee of \$5,000, with additional charges based on actual work performed at \$300 per hour for general legal services and \$450 per hour for attendance at Mayor and Town Council meetings.

The maximum potential cost over the six-month term would be \$30,000 in engagement fees, with additional costs based on actual legal work required. Funds for this agreement will be allocated from existing legal services budget lines and reserves. This represents a cost-effective approach to maintaining essential legal services during the transition period while avoiding potential gaps in legal coverage that could expose the Town to greater financial risk.



Item Number: 2025-969

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STRATEGIC PLAN ALIGNMENT:

This initiative directly supports Goal #1 - Good Governance by ensuring the Town maintains continuous access to professional legal counsel necessary for transparent decision-making processes and adherence to established procedures. The agreement supports the Strategic Plan's commitment to "serve as responsible stewards of community trust in making decisions to maximize public service value to our residents."

The initiative also aligns with Goal #2 - Operational Excellence by ensuring staff have access to appropriate legal tools and expertise needed to perform their duties effectively. Maintaining consistent legal services supports the Town's ability to "consistently offer services that meet or exceed reasonable expectations."

SUSTAINABILITY CONSIDERATIONS:

This agreement supports social sustainability by ensuring continuity of municipal legal services that protect residents' interests and maintain governmental accountability. The limited scope structure promotes efficient use of legal resources while providing necessary coverage during the transition period.

The engagement fee structure encourages efficient use of legal services and provides budget predictability, supporting the Town's long-term financial sustainability goals outlined in the Strategic Plan.

ADA CONSIDERATIONS:

This professional services agreement does not directly impact ADA compliance. However, maintaining continuous legal counsel ensures the Town has access to expertise necessary to address ADA compliance issues that may arise in municipal operations, planning, and development activities.

RECOMMENDED ACTION:

Adopt Resolution 25-12 authorizing the Town Manager to execute a Limited Scope Legal Services Agreement with Jack A. Gullo Jr., Esquire, for a six-month term with a monthly engagement fee of \$5,000 and hourly rates of \$300 for general legal services and \$450 for Mayor and Town Council meeting attendance.



La Plata
MARYLAND

FOR LEGISLATIVE USE ONLY

Item Number: 2025-969

Date of Meeting: July 29, 2025

ATTACHMENTS:

1. Draft Resolution 25-12 Professional Services Agreement – Legal Services
2. Limited Scope Legal Services Agreement with Jack A. Gullo Jr., Esquire



JACK A. GULLO JR.
ATTORNEY AT LAW

LIMITED SCOPE LEGAL SERVICES AGREEMENT

This Limited Scope Legal Services Agreement is made this _____ day of _____, 2025, by and between the Town of La Plata, Maryland, (hereinafter referred to as “Client” and/or “Town”) and Jack A. Gullo Jr., Esquire, (hereinafter referred to as “Attorney”).

Purpose. The Town has approached the Attorney to provide certain legal services while the Town makes a determination and transition regarding the Town Attorney position. Under the Maryland Rules of Professional Conduct, the Attorney is required to outline the terms related to the representation in writing. Accordingly, the purpose of this Agreement is to provide Client with legal representation on specific matters and projects identified by the Client and accepted by the Attorney, and does not extend to other services, matters, proceedings or general counsel activity beyond the agreed upon Scope. By entering into a Limited Scope Legal Services Agreement, the Town is provided with the benefit of representation, advice and counsel for agreed upon matters. However, due to the limited nature of this type of representation, the Client is fully responsible for assessing the legal needs of the Town and assigning any matters which need legal attention to the Attorney as outlined in this Agreement.

In entering into this Agreement, the Attorney and Client realize that the Attorney must reserve time to be available to perform Client’s projects, and as such other opportunities and endeavors available to the Attorney must be forsaken, postponed or altered, so that Attorney is available and can devote adequate time to the assigned projects. Accordingly, the fee structure outlined below is intended to also act as an Engagement Fee to compensate the Attorney for time that is being reserved for the Client but is not used.

Scope. The Scope of the services, projects and matters which are subject to this Agreement shall be agreed upon by the parties. Attorney reserves the right to refuse any service, project or matter desired to be assigned by Client. Upon the agreement of the parties, the Town Manager shall assign a tasking number/name (example legal task 1-25 “Public Works Contract Review”) in writing to the Attorney who will then proceed as per this Agreement. Attorney will use the title and be referred to in the course of any representation as “Special Counsel” for the Town of La Plata.

Fees.

- A. Hourly Rate. Except as provided below, the charges for legal services under this Agreement will be based on an hourly rate of \$300.00 per hour, charged to the nearest .25 hour, including travel time. If attendance at any Mayor and Town Council meeting, Mayor and Town Council work session, Mayor and Town Council closed session, Mayor and Town Council hearing or the like, which involves the Mayor and Town Council, is required by the Town, the charge for legal services for that time expended will be \$450.00 per hour, charged to the nearest .25 hour, including travel time if applicable, regardless of whether meeting attendance is required in person or virtually. Attendance at all other meetings of Town Staff, Boards and Commissions shall be billed at the standard hourly rate of \$300.00 per hour, as outlined above. Attendance at any meeting must be requested in advance by the Town Manager and is subject to the Attorney's availability.
- B. Engagement Fee. An Engagement Fee is a fee which is charged to engage the Attorney and reserve the Attorney's time regardless of whether any legal tasks are assigned by Client to be performed by the Attorney. Under this Agreement, the Engagement Fee shall be Five Thousand Dollars (\$5,000.00) per month.
- C. Credit Against Engagement Fee. Pursuant to B above, the minimum fee per month shall be the Engagement Fee of \$5,000.00, however work performed during the month shall be credited against this amount, at the applicable rate described in A above. If the fee for the work performed in the monthly period shall exceed \$5,000.00, then the fee due shall be based on the amount of hours expended during that monthly period. If the fee for the work performed in the monthly period shall be less than \$5,000.00, then that monthly charge shall be \$5,000.00.
- D. Example.

August Engagement Fee:	\$5,000.00
Hours billed in August:	4 hours @ \$300.00/hour = \$1,200.00
Amount due in August:	\$5,000.00

September Engagement Fee:	\$5,000.00
Hours billed in September:	20 hours @\$300.00/hour = \$6,000.00
Amount due in September:	\$6,000.00

Expenses. Client shall be responsible for all expenses incurred in the course of the assigned representation, which shall include by way of example and not limitation, document reproduction, postage and shipping charges, and other out-of-pocket expenses. Such charges will be itemized on each invoice. If client requires Attorney to attend any type of meeting, hearing, consultation, or the like, in person, then Client shall be responsible for all travel expenses, including but not limited to airfare, mileage, rental car fee, hotel fee, and the like, from attorney's physical location prior to the in-person meeting.

Invoices. Invoices for services and expenses will be rendered monthly and are payable within 30 days. Payment of these fees is not contingent upon any particular result, settlement, award or judgement, and it is expressly understood that no guarantees or promises of any kind have been or will be made about the outcome of any matter or aspect thereof. If invoices are not paid in a timely manner, Attorney reserves the right to suspend services until such payment is made and/or seek judicial relief.

Authority to Direct and Assign Tasks. Attorney shall take direction solely from the Town Manager of the Town of La Plata. To the extent practicable all directives shall be given in writing, however it is understood that every minor detail may not be recorded, except as detailed in the Scope clause of this Agreement. It is expressly understood that it is the sole responsibility of the Town Manager to address scope, control and direction issues related to this Agreement with the Mayor and Town Council.

Term and Termination. This Agreement shall be effective when executed by both parties and shall be effective until the end of the sixth (6th) month following its execution. Either party may immediately terminate this Agreement with written notice to the other, subject to the following terms:

- A. If this Agreement is terminated by the Town, the Town shall pay to the Attorney an amount equal to the monthly engagement fee of \$5,000.00 for each month remaining in the agreement period, plus any fees earned but not yet billed through the date of termination.
- B. If this Agreement is terminated by the Attorney, the Town shall have no obligation for payment under this Agreement except for any fees earned but not yet billed through the date of termination.

Entire Agreement and Understanding. This Agreement encompasses the entire understanding between the Client and the Attorney. Any modification or amendment to this Agreement must be done in writing signed by both parties.

ACCEPTED AND AGREED TO BY A DULY AUTHORIZED OFFICER OF THE TOWN OF LA PLATA, MARYLAND, ON THE DATE FIRST WRITTEN ABOVE.

Attest:

Town of La Plata

Noel C. Stevens, Town Manager

Jack A. Gullo Jr., Esquire

COUNCIL OF THE TOWN OF LA PLATA
Ordinance 25-07

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: July 29, 2025

Amended Following Introduction:

Date Passed:

Date Effective:

AN ORDINANCE concerning

**AUTHORIZATION OF GENERAL OBLIGATION BONDS EVIDENCING
USDA LOANS FOR SEWER SYSTEM PROJECT ONE**

FOR the purpose of authorizing and empowering Town of La Plata (the “Town”) to issue and sell to the United States of America, acting through the United States Department of Agriculture (“USDA”), upon the Town’s full faith and credit, two separate general obligation installment bonds, one in original principal amount not to exceed Four Million Eight Hundred Forty-Two Thousand Dollars (\$4,842,000) and the other in original principal amount not to exceed Two Million Seven Hundred Twenty Thousand Dollars (\$2,720,000), pursuant to the authority described herein, for the public purpose of financing, reimbursing and/or refinancing all or a portion of the costs of activities relating to a sewer system improvement project generally referred to as “Project One” and related costs, as further described herein; providing that each bond shall be sold at private sale without advertising or publication of notice of sale or solicitation of competitive bids in a direct purchase transaction to the United States of America; determining or providing for certain details of the bonds; providing that the Council of the Town (the “Council”) by resolution shall determine or provide for other details of the bonds; acknowledging and confirming the provisions of certain resolutions to be adopted by the Council as required by USDA; covenanting to comply with a certain letter of conditions issued by USDA, as amended, unless any provision thereof is waived or modified; providing that any such bond will be payable in the first instance from sewage treatment plant and sanitary sewerage system revenues, including (without limitation) revenues for use of or connection to such plant and system, to the extent lawfully available for such purpose; providing for the imposition and collection of ad valorem taxes sufficient for the payment of debt

service on the bonds; providing that the full faith and credit and unlimited taxing power of the Town are pledged to the payment of debt service on the bonds; providing that debt service on the bonds may be payable from other sources legally available for that purpose; authorizing certain officials to take certain actions in connection with the bonds; authorizing modifications of the bonds and related documentation to be provided for by resolution; overriding any inconsistent provision of the Town's debt policy; providing that the provisions of this Ordinance shall be liberally construed; and generally relating to the issuance, sale, delivery and payment of and for the bonds.

RECITALS

WHEREAS, Town of La Plata, a municipal corporation of the State of Maryland and a municipality within the meaning of the Enabling Act identified below (the "Town"), is authorized and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Sections 31 to 37, inclusive, of Article 23A of the Annotated Code of Maryland), as replaced, supplemented or amended (the "Enabling Act"), and Sections C8-20 and C8-21 of the Charter of the Town of La Plata, as replaced, supplemented or amended (the "Charter"), to borrow money for any proper public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds; and

WHEREAS, the Town has determined to undertake a sewer system improvement project generally referred to as "Project One" that includes (without limitation) constructing the Southwest Quadrant Regional Sewage Pumping Station, installing the Southwest Quadrant 24-inch gravity sewer system to the La Plata Wastewater Treatment Plant, installing 12-inch water reuse piping parallel to the new 24-inch gravity sewer piping, and replacing the existing Modified Ludzack-Ettinger (MLE) treatment process system in Module 1 with the Simultaneous Nitrification and Denitrification (SNDN) process (collectively, the "Project") and, in connection therewith, to acquire or pay for, as applicable, necessary property rights and equipment; related site and utility improvements, including (without limitation) sewer and other utility improvements and related or similar activities and expenses; related engineering, planning, design, document development, bidding, permitting, demolition, removal, construction, expansion, modification, renovation, rehabilitation, installation, improvement, equipping, furnishing, inspection and construction management activities or expenses; costs of related activities, improvements and appurtenances; financial, legal, and administrative expenses of such undertaking; costs of any borrowing therefor; and capitalized interest or funded interest (collectively, "Costs of Project"); and

WHEREAS, the United States Department of Agriculture, acting through the Rural Utilities Service or any related department, division, agency or instrumentality (any such entity, "USDA"), has issued two separate obligations of funds for the United States of America to make two loans to the Town in the respective principal amounts of up to

69 \$4,842,000 and up to \$2,720,000 for purposes of financing, reimbursing or refinancing Costs
70 of the Project as permitted by USDA; and

71 **WHEREAS**, pursuant to the authority of the Enabling Act and Section C8-20 and C8-
72 21 of the Charter, the Town has determined to authorize the issuance of two separate
73 general obligation bonds to the United States of America, each in the form of an installment
74 bond, in order to evidence such loans; and

75 **WHEREAS**, the Town has determined to pledge its full faith and credit and unlimited
76 taxing power to payment of debt service on the two separate general obligation bonds
77 authorized hereby, but the Town expects to pay the principal of and interest on such bonds
78 in the first instance from revenues received from the Town in connection with the Town's
79 sewage treatment plant and sanitary sewerage system, including (without limitation), any
80 applicable fees or charges for use of or connection to such plant and system, all to the
81 extent such revenues are lawfully available for such purpose; and

82 **WHEREAS**, it has been determined that interest on the general obligation bonds
83 provided for herein shall be includable in gross income for federal income tax purposes; and

84 **WHEREAS**, the Town will issue the two general obligation bonds authorized hereby
85 in accordance with the provisions of this Ordinance and any resolution of the Council of the
86 Town (the "Council") adopted in furtherance of this Ordinance.

87 **SECTION 1: BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF LA PLATA that:**

88 (a) The Recitals to this Ordinance are deemed a substantive part of this Ordinance
89 and incorporated by reference herein. Capitalized terms used in the Sections of this Ordinance
90 that are not otherwise defined herein shall have the meanings given to such terms in the
91 Recitals to this Ordinance.

92 (b) References in this Ordinance to any Town official by title shall be deemed to refer
93 (i) to any official authorized under the Charter, the code of ordinances of the Town (the "Town
94 Code") or other applicable law or authority to act in such titled official's stead in the event of a
95 vacancy in such position or during the absence, disability or unavailability of such titled official,
96 (ii) to any person who has been elected, appointed or designated to fill such position in an
97 acting or interim capacity under the Charter, the Town Code or other applicable law or
98 authority, (iii) to any person who serves in a "deputy," "associate" or "assistant" capacity as
99 such an official, provided that the applicable responsibilities, rights or duties referred to herein
100 have been delegated to such deputy, associate or assistant in accordance with the Charter,
101 the Town Code or other applicable law or authority, and/or (iv) to the extent an identified official
102 commonly uses another title not provided for in the Charter or the Town Code, the official,
103 however known, who is charged under the Charter, the Town Code or other applicable law or
104 authority with the applicable responsibilities, rights or duties referred to herein. The provisions
105 of this subsection (b) shall be subject to the provisions of Section 14 of this Ordinance.

(c) References in this Ordinance to officials of the Town shall be construed to include references to employees of the Town, to the extent applicable.

(d) References in this Ordinance to the “Chief Executive Officer” of the Town shall be construed to mean (i) the Town Manager of the Town (the “Town Manager”) when a Town Manager has been appointed in accordance with the provisions of the Charter and is incumbent and available, and (ii) at any time the position of the Town Manager is vacant or an incumbent Town Manager is not available, shall be construed to mean the Mayor of the Town (the “Mayor”), subject to the further provisions of Section 14 of this Ordinance.

(e) References in this Ordinance to the Project and to Costs of the Project shall be construed to include any changes in the scope of the Project and/or Costs of the Project made by the Town in accordance with applicable law or authority, subject to the concurrence of USDA, and the Council shall not be required to amend or supplement this Ordinance in order to reflect such changes in the scope of the Project or the activities and expenses that constitute Costs of the Project.

(f) To the extent that applicable laws, orders, regulations or other authority allow for signatures of Town officials to be made by facsimile, electronic or other means, the provisions of such applicable laws, orders, regulations or other authority allowing signatures to be made in a manner other than manually shall apply to any signatures of Town officials provided for in or contemplated by this Ordinance.

SECTION 2: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA that pursuant to the authority of the Enabling Act and Sections C8-20 and C8-21 of the Charter, the Town hereby determines to borrow money and incur indebtedness for the public purpose of financing, reimbursing and refinancing all or a portion of the costs of any one or more components of the Costs of the Project, to the extent permitted by USDA. The total Costs of the Project not covered by grants, loans or funds otherwise available to the Town will not be less than the original aggregate principal amount of the Bonds (as defined in Section 3 below) as actually issued. To the extent that proceeds of either Bond (as defined in Section 3 below) is applied to prepay or pay principal, premium or interest on any interim financing used by the Town for Project purposes, such application shall be deemed the payment of Costs of the Project for purposes of this Ordinance.

SECTION 3: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA that to evidence the borrowing and indebtedness authorized in Section 2 of this Ordinance, the Town, acting pursuant to the authority of the Enabling Act and Sections C8-20 and C8-21 of the Charter, is hereby authorized and empowered to issue and sell, upon its full faith and credit, (i) a general obligation installment bond in the original principal amount not to exceed Four Million Eight Hundred Forty-Two Thousand Dollars (\$4,842,000.00) (“Bond One”), and (ii) a general obligation installment bond in the original principal amount not to exceed Two Million Seven Hundred Twenty Thousand Dollars (\$2,720,000.00) (“Bond Two” and, collectively, with Bond One, the “Bonds” or, individually, a “Bond”). The proceeds of the sale of the Bonds shall be used and applied as described in the Recitals to this

Ordinance and as provided in Sections 2 and 11 hereof. Either Bond may be issued in draw-down form, if applicable.

SECTION 4: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA that:

(a) Pursuant to the authority of the Enabling Act and Section C8-21 of the Charter, the Council hereby determines that each Bond shall be sold at private sale without advertising or publication of notice of sale or solicitation of competitive bids in a direct purchase transaction to the United States of America, acting through USDA, due to the attractive loan program offered by USDA, including a longer amortization period than a bank typically would be willing to offer, an attractive interest rate, the ability to prepay each Bond in whole or in part at any time, and the lower costs of issuance typically incurred with such a private sale in a direct purchase transaction as opposed to a negotiated underwriting or a public sale at competitive bid.

(b) Each Bond shall be issued and sold upon the full faith and credit of the Town, shall be dated the date of delivery, and shall be issued in the form of a single fully-registered installment bond, without coupons attached.

(c) Bond One shall be sold in the original principal amount of Four Million Eight Hundred Forty-Two Thousand Dollars (\$4,842,000) or such lesser original principal amount as the Council may determine or provide for by resolution, and shall mature on the date that is forty (40) years from the date of delivery of Bond One (or such earlier date occurring within the month in which the 40th anniversary of the date of delivery of the Bond One occurs as may be required by USDA in accordance with applicable law and regulations), unless the Council determines or provides for a shorter amortization period by resolution.

(d) Bond Two shall be sold in the original principal amount of Two Million Seven Hundred Twenty Thousand Dollars (\$2,720,000) or such lesser original principal amount as the Council may determine or provide for by resolution, and shall mature on the date that is forty (40) years from the date of delivery of Bond Two (or such earlier date occurring within the month in which the 40th anniversary of the date of delivery of the Bond Two occurs as may be required by USDA in accordance with applicable law and regulations), unless the Council determines or provides for a shorter amortization period by resolution.

(e) Bond One shall bear interest on the unpaid principal balance from its date at the per annum rate of one and seventy-five hundredths of one percent (1.75%), which is the interest rate provided for in USDA's obligation of funds for Bond One; provided that, if the interest rate offered by USDA at the time of delivery of Bond One is lower than 1.75% per annum, Bond One shall bear interest at the available lower interest rate.

(f) Bond Two shall bear interest on the unpaid principal balance from its date at the per annum rate of two and seventy-five hundredths of one percent (2.75%), which is the interest rate provided for in USDA's obligation of funds for Bond Two; provided that, if the

interest rate offered by USDA at the time of delivery of Bond Two is lower than 2.75% per annum, Bond Two shall bear interest at the available lower interest rate.

(g) All details of each Bond not specifically provided for in this Ordinance shall be determined or provided for by the Council by one or more resolutions, including (without limitation) the amortization period and schedule of debt service payments for each Bond. By resolution the Council may specify, prescribe, determine, approve or provide for any other matters, documents or security required by USDA for participation by the Town in its financing program. By resolution the Council may delegate to one or more Town officials the authority to make any final determinations with respect to a Bond, including (without limitation) the final original principal amount of and amortization schedule for each Bond. Any such resolution may determine the matters provided for in this subsection (g) for both of the Bonds.

(h) The Council hereby acknowledges that, pursuant to RUS Bulletin 1780-27 Loan Resolution (Public Bodies), or any similar loan resolution required by USDA, adopted or to be adopted by the Council with respect to each Bond subsequent to passage of this Ordinance (the "USDA Loan Resolution") the Town, among other matters, (i) agrees to indemnify USDA in certain circumstances, (ii) resolves that upon certain defaults USDA may declare the applicable Bond immediately due and payable and/or take certain actions with regard to the Project, (iii) agrees not to take certain actions with respect to the Project without the prior written consent of USDA, and (iv) agrees not to defease such Bond or undertake other borrowings in connection with the Project without the prior written consent of USDA in certain circumstances, and by passage of this Ordinance the Council hereby acknowledges and confirms the provisions of each USDA Loan Resolution as if the same were set forth in full in this Ordinance.

(i) If either Bond is issued in an original principal amount less than the maximum original principal amount thereof authorized by this Ordinance, any of the Chief Executive Officer, the Town Treasurer (as defined in Section 6(b) below) or the Assistant Town Manager (as defined in Section 14 below) is hereby authorized to take the necessary actions to provide for the de-obligation of loan funds corresponding to such Bond, including (without limitation) executing any documents, agreements, certificates or instruments on behalf of the Town in connection with such de-obligation.

SECTION 5: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA that the Town shall have the right to prepay scheduled installments, or any portion thereof, of each Bond at any time at par without premium or penalty. Prepayments and any refunds or extra payments, as designated in the regulations of the United States of America according to the source of funds involved shall, after payment of interest then due on the applicable Bond, be applied to the installments of principal last to become due under such Bond and shall not affect the obligation of the Town to pay the remaining principal of and interest on such Bond as and when due. Notice of prepayment of a Bond in whole or in part shall be given at least thirty (30) days prior to the prepayment date (or such fewer number of days as is acceptable to the registered owner of such Bond) by mailing or otherwise

providing to the registered owner a notice fixing the prepayment date and the amount to be prepaid.

SECTION 6: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA that:

(a) Each Bond shall be executed in the name of the Town and on its behalf by the Chief Executive Officer. The corporate seal of the Town shall be affixed to each Bond and attested to by the signature of the Town Clerk of the Town (the "Town Clerk").

(b) For so long as the registered owner of a Bond is the United States of America, acting through any department, division, agency or instrumentality thereof, principal and interest on the Bond shall be paid through the Preauthorized Debit (PAD) process, unless otherwise required by such registered owner. With respect to any registered owner of a Bond other than the United States of America or any department, division, agency or instrumentality thereof, the principal of and interest on such Bond shall be paid by check or draft mailed (by depositing such check or draft, correctly addressed and postage prepaid, in the United States mail on or before the payment date) to the registered owner at its address as it appears in the books kept for that purpose at the office of the Town Treasurer of the Town (the "Town Treasurer"), if such address is within the United States of America; otherwise, the principal of and interest on the Bond shall be paid at the office of the Town Treasurer in La Plata, Maryland. Notwithstanding the preceding sentence, the Town Treasurer and such other registered owner may agree to any other commercially reasonable method of payment of principal of and interest on a Bond (including, by way of illustration and not in limitation, by federal funds wire or electronic funds transfer without requiring that such Bond be submitted to the Town office in connection with each scheduled payment). In the event any official whose signature appears on a Bond shall cease to be such official prior to delivery of such Bond, or, in the event any official whose signature appears on a Bond shall have become such official after the date of issue thereof, such Bond shall, nevertheless, be a valid and legally binding obligation of the Town in accordance with its terms.

(c) The provisions of this Section 6 are subject to the provisions of Section 14 of this Ordinance.

SECTION 7: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA that:

(a) Each Bond shall be transferable only upon the books kept for that purpose by the Town Treasurer at the Town office, by the registered owner thereof in person or by his duly authorized attorney, upon surrender thereof, together with a written instrument of transfer satisfactory to the Town Treasurer, duly executed by such registered owner or duly authorized attorney. At the expense of any transferor, other than the United States of America on its own or acting through any department, division, agency or instrumentality thereof, the Town shall, within a reasonable time, issue in the name of the transferee a new

registered bond or bonds, in denominations of \$100.00 and integral multiples thereof and in such odd denomination or denominations as may be requested by the transferee and approved by the Town Treasurer on behalf of the Town, or as otherwise required by the regulations of the United States of America, if applicable, in an aggregate principal amount equal to the unpaid principal amount of such Bond surrendered, and with the same maturity, series, installment payment dates and interest rate. If more than one bond is issued upon any such transfer, the installment of principal and interest to be paid on each such bond on each payment date shall be equal to the product of the following formula: the total installment due on the bonds of the same series bearing interest at the same rate on such payment date multiplied by a fraction, the numerator of which shall be the unpaid principal amount of such bond and the denominator of which shall be the aggregate principal amount of bonds of the same series bearing interest at the same rate then outstanding and unpaid, or as otherwise required by the regulations of the United States of America, as applicable. No bond shall be transferred upon the books kept by the Town except upon payment of any taxes on, and any shipping or insurance expenses relating to, such transfer; provided, however, that if the United States of America or any department, division, agency or instrumentality thereof is the owner of the bond or bonds sought to be transferred, the costs thereof shall be borne by the Town. Any such new bond issued in transfer or exchange may be executed and sealed as provided in Section 6 of this Ordinance with respect to the original execution and delivery of such Bond, or as otherwise required by then-applicable law, and appropriate changes may be made to the form of such bond delivered in transfer or exchange to account for the dated date of such replacement bond or the principal amount of such replacement bond. In the event a Bond is ever transferred or exchanged for more than one bond of such series, references in this Ordinance to the "Bond" shall be deemed to refer to all bonds of such series and references in this Ordinance to the "owner" of such Bond shall be deemed to refer to the registered owners of all bonds of the same series as such Bond, as the context requires.

(b) The provisions of this Section 7 are subject to the provisions of Section 14 of this Ordinance.

SECTION 8: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA that by resolution the Council shall approve the substantially final form of each Bond and provide for the completion thereof.

SECTION 9: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA that:

(a) Unless USDA advises that the same is not required, pursuant to the Letter of Conditions of USDA dated March 29, 2022, as amended (the "Letter of Conditions"), the Town shall take the necessary steps to establish and maintain a short-lived asset reserve fund and to deposit at least \$49,787 into such short-lived asset reserve fund annually until both Bonds have been paid at maturity or prepaid in whole prior to maturity, in order to pay for repairs and/or replacement of major sewage system assets. In addition, to the extent that USDA

requires that the amount to be deposited into such short-lived asset reserve fund shall be more than \$49,787 annually, the Town covenants to provide for such higher amount.

(b) Unless waived by USDA, or unless USDA and the Town agree to the modification of any provisions thereof, the Town covenants to comply with the requirements of the Letter of Conditions. Unless any such waiver or modification requires the approval of the Council due to the nature thereof, the Chief Executive Officer is hereby authorized and empowered to agree to any such waiver or modification and to execute any documents, agreements, certificates or instruments reflecting the same. The provisions of this subsection (b) shall be subject to the provisions of Section 14 of this Ordinance.

(c) The Town's financial obligations under the Letter of Conditions, other than the Town's obligation to pay debt service on the Bonds, shall be subject to annual appropriation of funds sufficient for such purposes, to the extent applicable.

SECTION 10: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA that:

(a) While as of the date of introduction of this Ordinance it is anticipated that both Bonds will be issued and delivered on the same date, each Bond shall be issued and delivered on a date as agreed to by USDA and the Chief Executive Officer, and the Bonds may be issued and delivered on separate dates to the extent required or permitted by USDA.

(b) Each Bond shall be suitably prepared in definitive form, executed and delivered to USDA on behalf of the United States of America upon receipt of either the final principal amount thereof or, with respect to a Bond issued in draw-down form, the first advance of proceeds of such Bond (unless USDA determines that a draw is not required upon delivery of such Bond). The Chief Executive Officer, the Town Clerk, the Town Treasurer, the Director of Legislative Services of the Town (the "Director of Legislative Services") and all other appropriate officials of the Town are expressly authorized, empowered and directed to (i) take any and all action necessary to complete and close the sale, issuance and delivery of each Bond, (ii) negotiate, approve, execute and deliver all documents, certificates and instruments necessary or appropriate in connection with any such sale, issuance and delivery, to the extent authority with respect to the same has not been delegated by the Council by this Ordinance or any resolution to a specific official or officials, and (iii) carry out the transactions contemplated by this Ordinance, any ordinance supplemental to or amending or modifying this Ordinance, any resolution adopted in furtherance of this Ordinance or any resolution supplementing, amending or modifying any such resolution, and any documents, agreements, certificates or instruments executed and delivered in connection with the issuance of either Bond, all to the extent any such action is not already delegated to a specified official or officials pursuant to this Ordinance or any resolution adopted in furtherance of this Ordinance and to the extent such action is within the scope of such official's authority. Any Account Summaries not already submitted by the Town to USDA may be executed on behalf of the Town by the Chief Executive Officer, the Assistant Town Manager, the Town Treasurer, or

an appropriate official with responsibility with respect to the sanitary sewerage system of the Town.

(c) By passage of this Ordinance, the Council hereby ratifies, confirms and approves as actions of the Town any documents, agreements, certificates or instruments previously executed by one or more Town officials in connection with the USDA loans authorized by this Ordinance, including (without limitation) the previous submission of Account Summaries to USDA.

SECTION 11: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA that the proceeds of the sale of each Bond shall be paid (i) directly to the Town and shall be deposited by the Town Treasurer or other appropriate municipal official in the proper municipal account(s) and/or (ii) directly to a third party at the direction of the Town Treasurer and/or other appropriate Town official. The proceeds of the sale of each Bond are hereby appropriated for, and shall be used and applied by the Town exclusively and solely for, the public purposes described in Section 2 hereof. The Chief Executive Officer and the Town Treasurer, on behalf of the Town, are hereby authorized to determine the categories of expenditures listed in Section 2 hereof to which proceeds of each Bond shall be applied, within any limitations required by USDA, and the amount of proceeds to be applied to expenditures in any such category, taking into account any other funds available for such purposes from other sources. If the proceeds received from the sale of a Bond exceed the amount actually expended or required for such public purpose, the amount of such unexpended excess shall be applied to the prepayment of such Bond, unless a supplemental ordinance is enacted by the Council to provide for the expenditure of that excess for some other valid purpose authorized by the Enabling Act, the Charter or other applicable law, and except that the unexpended excess shall be applied in accordance with United States of America regulations, practices and policies applicable from time to time.

SECTION 12: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA that the principal of and interest on each Bond will be payable in the first instance from revenues received by the Town in connection with the operation of the Town's sewage treatment plant and sanitary sewerage system, including (without limitation) fees for use of or connection to such plant and system, all to the extent such revenues are lawfully available for such purpose. Subject to the further provisions of this Ordinance, the Town shall impose, for each and every fiscal year during which either Bond may be outstanding, ad valorem taxes upon all real and tangible personal property in the Town that is subject to assessment for unlimited municipal taxation at a rate and in an amount sufficient to pay the principal of and interest on such Bond payable in each such fiscal year and, in the event the proceeds from the collection of the taxes so imposed may prove inadequate for such purposes in any fiscal year, additional taxes shall be imposed in the subsequent fiscal year to make up any deficiency. The full faith and credit and unlimited taxing power of the Town are hereby pledged to the payment of the principal of and interest on the Bonds as and when the same are payable and to the imposition of the taxes hereinabove described as and when such taxes may become necessary in order to provide sufficient funds to meet the debt service

requirements of the Bonds. The Town hereby covenants and agrees with the registered owner of each Bond to take any action that may be lawfully appropriate from time to time during the period that such Bond remains outstanding and unpaid to provide the funds necessary to pay promptly the principal and interest due thereon. The foregoing provisions shall not be construed so as to prohibit the Town from paying the principal of and interest on the Bonds from the proceeds of the sale of any other obligations of the Town or from any other funds legally available for that purpose. Subject to any applicable law, the Town may apply to the payment of the principal of or interest on the Bonds any funds received by it from the State of Maryland or the United States of America, or any governmental agency or instrumentality, or from any other source, if such funds are granted or paid to the Town for the purpose of assisting the Town in accomplishing the type of project or projects which the Bonds are issued to finance, reimburse or refinance or are otherwise available for such purpose, and to the extent of any such funds received or receivable in any fiscal year, the taxes hereby required to be levied may be reduced proportionately.

SECTION 13: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA that by resolution the Council may make or authorize any modifications to (i) either Bond, once issued, and (ii) any related documents, agreements, certificates or instruments.

SECTION 14: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA that, notwithstanding any other provision of this Ordinance, in the event that, to the extent not prohibited by the Charter, (i) at the time either Bond needs to be executed, whether upon original issuance or upon transfer or exchange, or with regard to any other rights or duties delegated to the Chief Executive Officer by this Ordinance (except as otherwise expressly provided in clause (iv) below), the position of the Town Manager is vacant or in the absence, disability or unavailability of an incumbent Town Manager, such Bond shall be executed on behalf of the Town, or such other rights or duties shall be exercised in the following order of priority: (A) by the Mayor, or (B) if the position of the Mayor is vacant or in the absence, disability or unavailability of the incumbent Mayor, by the Assistant Town Manager of the Town (the "Assistant Town Manager"); (ii) at the time the Town seal needs to be or may be impressed or affixed on either of the Bonds or any related documents, agreements, certificates or instruments the position of the Town Clerk is vacant, or in the absence, disability or unavailability of an incumbent Town Clerk, if no other Town official has the authority to attest to the impression or affixing of the Town seal under the Charter, the Town Code or other applicable law or authority, such attestation may be made in the following order of priority: (A) by any Interim Town Clerk or Acting Town Clerk (by whatever title known), (B) if there is no incumbent Interim Town Clerk or Acting Town Clerk (by whatever title known), or in the absence, disability or unavailability of any such official, by the Director of Legislative Services, (C) if the position of the Director of Legislative Services is vacant or in the absence, disability or unavailability of an incumbent Director of Legislative Services, by the Assistant Town Manager, (D) if the position of the Assistant Town Manager is vacant or in the absence, disability or unavailability of an incumbent Assistant Town Manager, by the Town Treasurer, or (E) if the position of the Town Treasurer is vacant or in the absence, disability or unavailability of an incumbent Town Treasurer, by any other official designated by the Council by resolution,

425 motion or other appropriate action; provided that, the same official may not both execute any
426 such Bond, document, agreement, certificate or instrument on behalf of the Town and attest
427 to the impression or affixing of the Town seal on the same, but any such official may both certify
428 to the impression or affixing of the Town seal on and make other certifications in any closing
429 certificate; (iii) at the time the Town Treasurer is authorized or directed to take any action or
430 make any determination pursuant to Section 6 or Section 7 of this Ordinance the position of
431 the Town Treasurer is vacant or in the absence, disability or unavailability of an incumbent
432 Town Treasurer, such action or determination shall be undertaken or made in the following
433 order of priority: (A) by the Town Manager, (B) if the position of the Town Manager is vacant or
434 in the absence, disability or unavailability of an incumbent Town Manager, by the Mayor, (C) if
435 the position of the Mayor is vacant or in the absence, disability or unavailability of an incumbent
436 Mayor, by the Assistant Town Manager, or (D) if the position of the Assistant Town Manager is
437 vacant or in the absence, disability or unavailability of an incumbent Assistant Town Manager,
438 by any other official designated by the Council by resolution, motion or other appropriate
439 action; and (iv) if in connection with any waiver or modification of the Letter of Conditions
440 undertaken pursuant to Section 9(b) of this Ordinance the position of the Town Manager is
441 vacant, any action in connection therewith shall be undertaken in the following order of priority:
442 (A) by the Mayor, (B) if the position of the Mayor is vacant or in the absence, disability or
443 unavailability of the incumbent Mayor, by the Assistant Town Manager, (C) if the position of the
444 Assistant Town Manager is vacant or in the absence, disability or unavailability of an incumbent
445 Assistant Town Manager, by the Town Treasurer, or (D) if the position of the Town Treasurer is
446 vacant or in the absence, disability or unavailability of an incumbent Town Treasurer, by any
447 other official designated by the Council by resolution, motion or other appropriate action.

448
449 **SECTION 15: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA**
450 **PLATA** that to the extent issuance of either Bond would be inconsistent with the Town's debt
451 policy, any inconsistent provision of such debt policy is overridden by passage of this
452 Ordinance.

453
454 **SECTION 16: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA**
455 **PLATA** that this Ordinance may be executed (i) in counterparts and/or (ii) to the extent not
456 prohibited by applicable law, by electronic, stamped or facsimile signature, and all executed
457 counterparts of this Ordinance shall be treated as one and the same instrument.

458 **SECTION 17: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA**
459 **PLATA** that the provisions of this Ordinance shall be liberally construed in order to effectuate
460 the transactions authorized or contemplated by this Ordinance.

SECTION 18: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA that the title of this Ordinance shall be deemed to be, and is, a fair summary of this Ordinance for publication and all other purposes.

SECTION 19: BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA that, in accordance with Section C6-4 of the Charter and Section 13-19.D. of the Code of the Town, this Ordinance shall become effective upon the expiration of fifteen (15) calendar days following approval by the Council.

[CONTINUED ON FOLLOWING PAGE]

473 **ADOPTED AND APPROVED** by the Council of the Town of La Plata on
474 _____, 2025.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Lawrence Jones, Jr., Town Clerk

Tyjon C. Johnson, Councilman

EXPLANATION:

Underlining indicates amendments to Ordinance
~~Strike-Out~~ indicates matter stricken from Ordinance by
amendment

**COUNCIL OF THE TOWN OF LA PLATA
Resolution 25-12**

Introduced By: Mayor Jeannine E. James

Date Introduced: July 29, 2025

Date Adopted:

Date Effective:

A RESOLUTION concerning

Professional Services Agreement – Legal Services

FOR the purpose of authorizing the Town Manager to enter into a Limited Scope Legal Services Agreement for the provision of legal services to the Town of La Plata during the transition period for the Town Attorney position; and all matters generally relating thereto.

* * * * *

WHEREAS, the Council of the Town of La Plata recognizes the critical importance of maintaining continuous legal services for the proper operation of municipal government; and

WHEREAS, the Town is currently in a period of transition regarding the Town Attorney position and requires interim legal services to ensure continuity of operations; and

WHEREAS, Jack A. Gullo Jr., Esquire, possesses the institutional knowledge, experience, and professional skills necessary to provide legal services to the Town during this transitional period; and

WHEREAS, it is in the best interest of the Town to engage Mr. Gullo as Special Counsel to provide limited scope legal services while the Town makes a determination regarding the permanent Town Attorney position; and

WHEREAS, Town Charter § C8-23 and Town Code Chapter 43 requires that all expenditures in excess of twenty thousand dollars (\$20,000), be advertised for sealed bids, except for expenditures which the Town Council, by ordinance, has determined are not subject to the sealed bid requirements; and

WHEREAS, Town Code, Chapter 43, Section 43-4, provides for provisions in the case of contracts for professional services, these shall only require the publication of notice of intent of the Town to secure said professional services in a newspaper of general circulation; and

WHEREAS, Town Code, Chapter 43, Section 43-5 provides that the Town Council may, by a two-thirds majority, authorize the bypassing of any or all bid procedure steps in cases which warrant such approval. By the same two-thirds majority, it may allow the Chief Executive Officer to directly negotiate with any supplier if it is in the best interest of the town to do so; and

WHEREAS, the continuity of legal services is essential to the Town's operations and the proposed Limited Scope Legal Services Agreement will ensure such continuity during the transition period.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA Noel C. Stevens, Town Manager, is hereby authorized to execute and deliver, on behalf of the Town of La Plata, a Limited Scope Legal Services Agreement with Jack A. Gullo Jr., Esquire, for legal services at an hourly rate of three hundred dollars (\$300.00) per hour for general legal services and four hundred fifty dollars (\$450.00) per hour for attendance at Mayor and Town Council meetings, with a monthly engagement fee of five thousand dollars (\$5,000.00), for a term of six (6) months from the date of execution of the agreement.

ADOPTED AND APPROVED by the Council of the Town of La Plata this ____ day of _____, 2025.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Lawrence J. Jones, Jr.
Town Clerk
Date_____

Tyjon C. Johnson, Councilman