



**Town Council
Regular Meeting**
January 13, 2026, 6:00 PM
Council Chambers, La Plata Town Hall
305 Queen Anne St.
La Plata MD

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: 271 095 028 035 62

Passcode: vp3Sh6j2

(Calendar Year 2026)

In accordance with the Code of Maryland, General Provisions, Section 3-302 (Open Meetings Act), notice is hereby given that a portion of this meeting will be held in closed session.

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 December 16, 2025.

3. Consent Agenda
 - 3.1. Approval of Resolution 26-01 Heritage Green Parkway Road and Drainage Improvements - Professional Engineering Services
 - 3.2. Approval of Resolution 26-02 Charles Street Water Main — Professional Engineering Services
 - 3.3. Adoption of Resolution 26-03 Willow Lane Pump Station Preventive Maintenance
 - 3.4. Adoption of Resolution 26-04 Redwood Lake Pond National Pollutant Discharge Elimination System Pond Rehabilitation Project
4. Petitions, Communications, Appearances and Public Comment
 - 4.1. Public Comment
5. Matters of Council Discussion
 - 5.1. Charter Amendment
 - 5.2. Fund Balance Reserve Policy
6. Matters of Information
 - 6.1. Adequate Public Facilities Ordinance
7. Legislation
 - 7.1. Resolution 26-06 Fund Balance Reserve Policy (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Fund Balance Reserve Policy

FOR the purpose of adopting the Town of La Plata Fund Balance Reserve Policy; and all matters relating thereto.
8. New Business
 - 8.1. Town Manager's Operational Report (Written Only)
 - 8.2. Treasurer's Report (Written Only)
 - 8.3. Cash Disbursement Report (Written Only)
 - 8.4. Reports from the Mayor and Town Council
9. Motion for a Closed Session
 - 9.1. Statutory Authority to Close Session: § 3-305(b)(1)(i) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of an appointee, employee, or official over whom it

has jurisdiction.

Topic: Town Attorney Appointment

Reason for Closure: To consider the appointment of a candidate as the Town Attorney.

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: 12/16/2025 Time: 6:00 PM Location: La Plata Town Hall at this meeting, a motion was made by Tyjon Johnson and seconded by Paul 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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Paul Guttenberg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Patrick McCormick	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Gregory Sampson Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Tyjon Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(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.



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Chuck Stevens, Town Manager
DEPARTMENT: Administration
TYPE: Town Council Resolution for Purchase
SUBJECT: Authorization for Town Manager to Execute Engineering Services Agreement with MK Consulting Engineers for Heritage Green Parkway Road and Drainage Improvements

BACKGROUND:

The Town has reached a successful resolution in the Magnolia Gardens litigation matter. The settlement agreement, which has been fully executed by all parties, brings the lawsuit to a favorable conclusion and eliminates the need for the trial that was scheduled for December. This resolution secures the road dedication that has been a longstanding priority, which will provide critical emergency access for the fire department to the Pine Grove area.

As part of the settlement terms, the Town has agreed to construct a comprehensive stormwater management solution for Heritage Green Parkway extending to the CSX Railroad tracks. This project encompasses approximately 1.15 acres (50,275 square feet) and addresses completion of the parkway to provide safe vehicular circulation and right-of-way dedication, as well as redirection of stormwater runoff from north side properties away from private property on the south side.

MK Consulting Engineers, Inc. has submitted a proposal dated December 8, 2025, to provide comprehensive design and engineering services for this infrastructure improvement. The scope of work includes design development, construction documents, forest stand delineation and conservation planning, bidding support, construction administration, and post-construction services. The project will require permits from the Maryland Department of the Environment (wetland mitigation), Charles County Soil Conservation District (stormwater management and erosion/sediment control), and Charles County Planning and Growth Management (Washington Avenue improvements).

The design schedule extends from December 2025 through May 2026, with an estimated construction duration of approximately five months following the bidding process. This project represents implementation of solutions that serve both the Town's operational interests and the community's broader needs.



FISCAL IMPACT:

MK Consulting Engineers has proposed a lump sum fee of \$224,671.00 for all engineering services, including subconsultant work for additional surveying, wetland delineation, geotechnical investigation, and site lighting design. The fee breakdown includes:

- Design Development: \$54,317
- Construction Documents: \$80,444
- Forest Stand Delineation/Conservation: \$18,790
- Bidding Support: \$4,095
- Construction Administration: \$18,071
- Post-Construction Services: \$10,384
- Cost Estimating: \$7,125
- Subconsultants (with markup): \$31,445

Payment will be made through monthly invoicing on a net 30-day basis. This expense will be funded through a reappropriation from the Stormwater fund balance.

Per Town Code §43-4, "Professional service contracts," the Town will publish notice to secure these professional services.

STRATEGIC PLAN ALIGNMENT:

This project aligns with the Town's strategic objectives in several areas:

- Infrastructure Development: Completing essential roadway infrastructure to support safe vehicular circulation and proper right-of-way dedication
- Stormwater Management: Implementing drainage improvements to redirect runoff and protect private property from water intrusion
- Regulatory Compliance: Ensuring proper permitting through MDE, Charles County agencies, and compliance with forest conservation requirements
- Community Connectivity: Enhancing the transportation network to improve access and circulation within the Heritage Green area. The secured road dedication provides emergency access to the Pine Grove area, supporting community safety and preparedness.



SUSTAINABILITY CONSIDERATIONS:

The project incorporates several sustainability elements:

- **Stormwater Management:** Design includes comprehensive stormwater management facilities to manage runoff in accordance with current environmental regulations and protect water quality
- **Forest Conservation:** A full forest stand delineation and forest conservation plan will be developed to comply with environmental protection requirements, with appropriate mitigation strategies
- **Environmental Permitting:** Wetland delineation and MDE wetland mitigation permitting will ensure protection of sensitive environmental resources
- **Long-term Infrastructure:** Properly engineered roadway and drainage systems will provide durable infrastructure that minimizes future maintenance needs and environmental impacts

ADA CONSIDERATIONS:

The engineering design will incorporate ADA compliance requirements for all pedestrian facilities, including sidewalks, curb ramps, and crosswalks in accordance with current accessibility standards. Construction documents will include specific details for compliant pedestrian infrastructure where applicable.

RECOMMENDED ACTION:

Authorize the Town Manager to execute an agreement with MK Consulting Engineers, Inc. for professional engineering services for the Heritage Green Parkway Road and Drainage Improvements project in the amount of \$224,671.00.

ATTACHMENTS:

Heritage Green Parkway Roadway and Drainage Improvements MK Proposal dated December 08, 2025

COUNCIL OF THE TOWN OF LA PLATA
Resolution 26-01

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: January 13, 2026

Date Adopted:

Date Effective:

1 **A RESOLUTION** concerning

2
3 **Heritage Green Parkway Road and Drainage Improvements –**
4 **Professional Engineering Services**
5

6 **FOR** the purpose of authorizing the Town Manager to enter into a professional services
7 agreement with MK Consulting Engineers to perform site, civil engineering and cost
8 estimation services related to the Heritage Green Parkway Drainage and Roadway
9 Improvements project located near 1014 Washington Avenue; and all matters
10 generally relating thereto.

11
12 * * * * *

13
14 **WHEREAS**, the Town has committed to constructing a comprehensive stormwater
15 management solution for Heritage Green Parkway extending to the CSX Railroad tracks in
16 order to provide safe vehicular circulation and right-of-way dedication, as well as redirection
17 of stormwater runoff from north side properties away from private property on the south
18 side; and

19
20 **WHEREAS**, improvements to the roadway and drainage at this site will support the
21 Town’s sustainability through the inclusion of comprehensive stormwater management
22 facilities to manage runoff in accordance with current environmental regulations and
23 protect water quality and through the protection of sensitive environmental resources in
24 compliance with environmental protection requirements; and

25
26 **WHEREAS**, MK Consulting Engineers, Inc., of Baltimore, Maryland, has submitted a
27 proposal dated December 8, 2025, to provide comprehensive design and engineering
28 services for this infrastructure improvement, including design development, construction
29 documents, forest stand delineation and conservation planning, bidding support,
30 construction administration, and post-construction services; and

31
32 **WHEREAS**, the Town Manager, having reviewed the proposed services and the
33 qualifications of MK Consulting Engineers, Inc., recommends that the Town Council
34 authorize him to execute a contract with MK Consulting Engineers, Inc., to perform
35 engineering and related work as described in Attachment 1; and

Resolution 26-01

36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

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.

52 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA**
53 **PLATA** that the provisions of Town Charter § C8-23 are hereby suspended to waive the
54 sealed bid requirements and Noel Stevens, Town Manager, is hereby authorized to enter
55 into, on behalf of the Town of La Plata, a Professional Services Agreement with MK
56 Consulting Engineers, Inc., of Baltimore, Maryland, for an amount not to exceed two
57 hundred twenty-four thousand six hundred seventy one (\$224,671.00) for engineering and
58 related services of the Heritage Green Parkway Drainage and Roadway Improvements
59 located near 1014 Washington Avenue, and to take other related and conforming actions as
60 may be necessary; and

61
62 **BE IT FURTHER RESOLVED**, that the scope of work attached hereto as Attachment 1
63 is hereby adopted and incorporated herein by reference.
64

65 **ADOPTED AND APPROVED** by the Council of the Town of La Plata on
66 this ____ day of _____, 2026.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett
Town Clerk

Tyjon C. Johnson, Councilman

Date: _____



December 8, 2025

Town of La Plata
Mr. Chuck Stevens
Town Manager
305 Queen Anne Street
La Plata, MD 20646
cstevens@townoflaplata.org
(301) 658-6656

Heritage Green Parkway Road and Drainage Improvements Agreement for Site/Civil Engineering and Cost Estimating Services

Dear Chuck:

Per the request of The Town of La Plata, we are pleased to submit our proposal to perform site/civil engineering and cost estimation services for the Heritage Green Parkway Drainage and Roadway Improvements located near 1014 Washington Avenue. The project area consists of approximately 1.15 acres/ 50,275 SF (see attached Exhibit 'A'). The construction cost has yet to be determined but is a part of the scope of work of this proposal in the form of cost estimating. The anticipated design schedule is from December 2025 to May 2026 or as determined by all parties upon execution of this proposal. It is anticipated that the construction duration will be approximately 5 months.

It is our understanding that the Town of La Plata desires to have roadway and drainage design performed for the remainder of Heritage Green Parkway (HGP) up to the existing CSX Railroad tracks. This work will then be constructed by the Town. This endeavor is pursuant to a settlement agreement reached between the Town and the two adjoining property owners to Heritage Green Parkway. The Parkway will ultimately connect with the planned Pinegrove development located on the opposite side of the CSX railroad tracks. Because it is unknown when the Pinegrove development intends to construct their approach, it has been requested that MK provide a temporary roadway design. This request was conditioned on whether the final roadway alignment/design could also serve as the temporary solution. Direction was given to MK in a meeting with the Town's Attorney, Town Manager and Assistant Town Manager to not include effort to coordinate timing with the Pinegrove development and CSX Railroad.

The goal of the roadway improvements is to try to complete the Parkway to the CSX tracks so that the right-of-way property may be dedicated to the Town and so that all vehicular circulation is performed in a safe manner. The goal of the drainage improvements is to redirect runoff from the property on the north side of the Parkway as well as Heritage Green Parkway (HGP) itself so that it does not flow through the privately owned property on the south side of HGP.

MK CONSULTING ENGINEERS

The Star Building
1801 Porter Street, Suite 401
Baltimore, MD 21230

667-309-6193
www.mkceng.com

It is also our understanding that this design will be reviewed internally by the Town, Maryland Department of the Environment due to wetlands, and Charles County Soil Conservation District for erosion and sediment control and stormwater management. Charles County Planning and Growth Management (PGM) will also review any necessary improvements within Washington Avenue.

Scope of Services

This Proposal is limited exclusively to the Work as described in this Scope of Services section. Anything not expressly described shall be considered expressly excluded from the Work. This proposal includes MK's Standard General Provisions. Any different or additional General Provisions or terms and conditions contained in client's acceptance of the proposal are hereby objected to by MK and shall have no effect on and not become part of the General Provisions or terms and conditions of the agreement. Additional terms, changes, and alleged subsequent agreements shall not be effective unless signed by MK's authorized representative.

MK Consulting Engineers, LLC proposes to perform the Work described as follows:

Site/Civil Engineering Design Services

MK will coordinate with the appropriate subconsultants to collect any additional information deemed necessary to begin design of the road and drainage improvements. See Subconsultant Services section for included items.

Design Development (DD's)

Upon receiving background information, MK will prepare Design Development (DD) level drawings of the roadway and drainage improvements, specifically including the following sheets:

- Existing Conditions & Demolition Plan for Temporary Roadway
- Temporary Roadway Plan
- Existing Conditions & Demolition Plan for Final Roadway
- Final Roadway Plan
- Final Roadway Grading & Utility Plan
- Stormwater Management Plan

MK will begin the permitting processes towards the end of the Design Development Phase. This will include submittals to MDE for wetland mitigation, Charles County Soil Conservation District (CCSCD) for Stormwater Management, and Charles County Planning & Growth Management (CCPGM) for any road or storm drain improvements within Washington Avenue. We will provide the subcontracted wetland specialist with the appropriate plans to include in the submittal to MDE. At this stage we will also have the Geotech conduct their field work. This phase also includes the preparation of DD level Outline Specifications. It is anticipated that there will be up to three (3) meetings for coordination with you and other subconsultants during this phase.

Construction Documents (CD's)

Upon design development approval from the Town, MK will continue to refine the design and provide more detailed drawings that are consistent with Construction Documents (CD's). It is anticipated that the following drawings will be prepared or further refined:

- Existing Conditions & Demolition Plan for Temporary Roadway
- Temporary Roadway Plan
- Temporary Roadway Grading & Utility Plan
- Temporary Roadway Profile
- Temporary Roadway Striping & Signage Plan
- Temporary Roadway Details
- Existing Conditions & Demolition Plan for Final Roadway
- Final Roadway Plan
- Final Roadway Grading & Utility Plan
- Final Roadway Profile
- Final Roadway Striping & Signage Plan
- Final Roadway Details
- Stormwater Management Plans
- Storm Drain Profiles
- Storm Drain Drainage Area Map
- Erosion & Sediment Control Plans
- Landscape and Lighting Plan
- Landscape and Lighting Details

Throughout the CD phase, we will continue the permitting process. The review process of the Erosion & Sediment Control plans will occur in this phase. This will be directly tied to the date that we are able to submit for Step 2 SWM review through Charles County SCD. MK will provide a foot candle analysis with the site lighting design. Final Construction Specifications will be prepared as a deliverable in conjunction with the plans. It is anticipated that there will be up to four (4) design meetings during this phase to coordinate the design between subconsultants and also to review the design with you.

Forest Stand Delineation/Forest Conservation

Per the State of Maryland Code, local jurisdictions are required to implement Forest Conservation regulations. In accordance with the latest version of the Town of La Plata Code of Ordinances this project will be required to document existing forest stands within the right-of-way. Also to be documented are any existing trees over 30" DBH. Because the Limit of Disturbance is anticipated to be greater than 40,000 square feet, this project will need to prepare a full Forest Stand Delineation and a full Forest Conservation Plan. Based on a field walk of the site, calculations will be performed to determine any mitigation planting requirements. The data collected in the field and the computations will be compiled into a report which will be submitted to the Town of La Plata for review. It may be possible to meet the required plantings for afforestation in the form of street trees along Heritage Green Parkway. We have excluded any

off-site mitigation design work. Any fee-in-lieu that is required will be coordinated by the Town with the appropriate agency(ies).

Bidding

Once all approvals are obtained, MK will prepare one (1) bid set to facilitate the bid solicitation process. We will also attend the pre-bid meeting and further assist the Town with the solicitation process by answering any pre-bid comments or Requests For Information (RFI's). For the purposes of determining a fee we have accounted for one (1) round of pre-bid RFI's/comments. One (1) bid addendum has been included to revise drawings based on pre-bid comments.

Site/Civil Engineering Support Services

Upon selecting the contractor and commencement of construction activities, MK will support the contractor by reviewing shop drawings for accuracy against the basis of design, answering design-related RFI's, attending up to ten (10) progress meetings (assumed to be virtual), and performing one (1) site visit to observe construction progress. We will also perform one (1) punch list, which will include a site visit. Should field changes or redesigns be necessary, the effort to complete will be assessed and MK will submit for additional compensation.

Site/Civil Engineering Post-Construction Services

At the conclusion of construction, we will assist in the processing of the SWM As-Built (Charles County SCD and Town) and Storm Drain As-Built (Charles County PGM). The required As-Built sheets shall be redlined by the Contractor in a complete manner, per the checklists and guidelines provided by the respective jurisdictions. Furthermore, they shall be signed and sealed by a Maryland licensed surveyor hired by the Contractor. MK will then review the as-builts for compliance and acceptability as well as conduct a site visit to confirm the as-built information shown. During this review MK will perform computations to verify volumes and discharges are within allowable tolerances to the design. Should the information be acceptable, we will submit the as-builts for processing. MK will only carry one (1) review of the as-builts. Should additional reviews be needed due to incompleteness or unacceptable conditions, MK will be provided the opportunity to request more fee, as needed.

Cost Estimating Services

MK has been requested to provide the Town cost estimation services during the design phase to assist with projecting the required budget for the project. It is anticipated that the cost estimation will correlate with the conclusion of the Design Development (DD) and Construction Document (CD) phases. Thus, we have included two (2) detailed cost estimates for this proposal. Included in the fee for this task is four (4) hours for reconciliation of the estimates.



Subconsultant Services

Additional Survey

MK will utilize the services of a Maryland licensed surveyor to obtain additional field run topography. This is required because the survey previously conducted did not cover the entire extent of the Heritage Green Parkway right-of-way. It was conducted to gain insight into the location of property boundaries and easements related to the Town's well lot.

The subconsultant is tasked with obtaining contours, storm drain structures and inverts, wetland flag locations (if present), flagged tree locations (if present), all pathways and sidewalks, and any other features not previously located that are situated within a plan markup as part of the subconsultant's proposal labeled Exhibit 'B'.

Wetland Delineation

Based upon previous plans made available to MK, there appears to be non-tidal wetlands present within the Heritage Green Parkway right-of-way. As a conservative approach we have solicited the services of a licensed wetland specialist. The wetland specialist will perform a field walk to determine if wetlands are present. Should they find wetlands present, they will then delineate the extents with flags. In addition to flagging, the specialist will produce a field report documenting their findings. The report will be in accordance with what is required per MDE's standards. The field report will be included in the SWM report. Because it is unknown as to whether wetlands are actually present, the subconsultant has excluded permitting through MDE from their proposal. Should wetlands be found, the subconsultant will submit an Extra Work Authorization to perform permitting services. The subconsultant's proposal has been attached to this proposal and is labeled Exhibit 'C'.

Geotechnical Services

Because the desired improvements of the project will disturb more than 5,000 square feet, it will be required to provide stormwater management in accordance with the State of Maryland and Charles County regulations. Per the MDE Stormwater management manual, all ESD and BMP facilities shall require geotechnical exploration to determine that the placement of the practice is conducive to its intended function. For this project it is anticipated that one (1) soil boring with infiltration testing will be needed (based on one treatment facility). In addition, we have also requested that one (1) soil boring be conducted in the proposed roadway to determine the appropriate flexible pavement section. The subconsultant's proposal is attached herein and has been labeled as Exhibit 'D'.

Site Lighting

MK will contract with an electrical engineer to perform a site lighting (photometric) analysis for the roadway lighting design. The subconsultant will also advise on and provide electrical conduit design and details. An allowance of \$9,200 has been included for this work.



Assumptions/Exclusions

This Proposal is based upon the following exclusions and assumptions:

- Additional off-site work required by the Town or other governmental agency that is not expressly included in the above Scope of Services is excluded. This includes mitigation for forest conservation.
- Work revisions on any Scope of Services items that are required because of a change requested by Owner/Client after previous approval by it or any approving agencies.
- Changes in policies or regulations during the progress of the work.
- Certifications that are not specifically called for in the Scope of Services.
- Checking of work performed by others.
- All work that was performed prior to the date of this contract.
- Easement and/or record plat preparation and recordation is excluded.
- Expedited Review Services are excluded
- Alternate plan designs are not required.
- Field changes or design revisions due to unforeseen conditions are not included.
- Attendance at community input meetings or public hearings is not included.
- Accessible route and / or ADA analysis is not included.
- Utility designation, if required, will be performed by others.
- The following studies are not included: property title reports; EFAs or floodplain studies; sensitive area reports; Phase I and Phase II environmental engineering; traffic studies; historical and/or archaeological; hazmat testing; telecommunications. If any of these are required, they will be performed by others.
- Waivers and/or variances are not required and/or if required will be completed by others.
- Testing and inspection services, at any point in the project, will be completed by others.
- Telephone, gas, and fiberoptic design and/or relocation design is not required and/or if required, will be performed by others.
- Water and sewer design or redesign is excluded.
- Coordination with electric service provider will be by others.
- Retaining wall design is not included.
- All work will be performed on CADD.
- No offsite work other than what is described in the Scope of Services and provided Exhibit 'A', is included.
- The project will be bid in one (1) phase.
- Preparation of one bid phase addendum is included.
- Any permit or plan review fees are to be paid by the Owner.
- As-built surveying, stormwater management testing and inspections will be provided by others.
- Preparation of conformed sets is not included.
- Coordination with CSX Railroad and/or the Pinegrove developer or engineer is not included.
- Preparation of an MDE Stormwater Pollution Prevention Plan (SWPPP) is not included.
- It will be the Owner and selected Contractor's responsibility to file for the MDE NOI/NPDES General Permit for Stormwater Associated with Construction Activity (the 20-CP). We will provide the Owner/Contractor with information regarding the Civil design work only for use in application for the 20-CP permit.



Fees and Payments

The following fees are for the performance of the Work listed in the Scope of Services at the designated location, as described previously within this Proposal. The fees listed in this Fees and Payments section do not cover any Additional Work or any other services not specifically described as part of the Work listed in the Scope of Services.

The cost for the services above will be as follows:

Site/Civil Engineering Design Services

Design Development	\$54,317.00
Construction Documents	\$80,444.00
Forest Stand Delineation/Forest Conservation	\$18,790.00
Bidding	\$ 4,095.00

Site/Civil Engineering Support Services \$18,071.00

Site/Civil Engineering Post-Construction Services \$ 10,384.00

Cost Estimating Services \$ 7,125.00

Subtotal **\$193,276.00**

Additional Survey* \$ 4,600.00

Wetland Delineation* \$ 6,670.00

Geotechnical Services* \$10,925.00

Site Lighting* \$9,200.00

* Includes MK Standard Markup (15%)

MK's fee for the Scope of Services will be a **LUMP SUM FEE** of **\$224,671.00** or **TWO HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED SEVENTY-ONE** dollars.

MK will invoice for the work monthly. Payment shall be made no later than 30 days after the receipt of the Contractor's invoice.

Note: In the event that the project is abandoned by the Owner for more than sixty (60) consecutive days, the consultant shall be compensated for services prior to notice of such suspension. When the project is resumed, the Engineer's compensation shall be equitably adjusted to provide for expenses incurred due to the interruption and resumption of the Engineer's service.

Fees and Payments for Additional Work

Experience indicates that certain additional items of work may be required, or necessary which MK cannot presently determine or estimate. For this reason, the fee for these items is not included. Further, the performance of these items is not included in the work unless the item is expressly described as the work in the Scope of Services section. These additional items of work are caused by many factors, usually at the discretion of the Client and/or his contractors. They may also be caused by reviewing agency or Client variance/deviation from present policies and standards of reviewing governmental agencies. Additional work may sometimes be referred to



as extras, change orders, or add-ons, but for the purposes of this proposal, all such descriptions are intended to be encompassed within the term additional work.

Note: In the event that an extra work authorization is required for an additional project task, MK will not commence the execution of the described work until receiving a signed copy of the extra work authorization.

Fees and Payments for Additional Work not described in the Scope of Services shall be negotiated prior to commencement of Work.

If the actual Scope of Work is increased beyond the services described in this proposal, MK will be provided with an opportunity to reasonably adjust the attached fee.

To authorize us to proceed with the proposed work, please sign below and return a copy to us. If you have any questions, please contact Marianne Crampton, PE or Ryan Pike, PE

Best Regards,

Marianne K. Crampton, PE
Principal/Owner
MK Consulting Engineers, LLC

Ryan J. Pike, PE
Senior Associate
MK Consulting Engineers, LLC

ATTACHMENTS:

- Exhibit 'A' - Project Scope Boundary
- General Provisions
- Exhibit 'B' – Additional Survey Proposal
- Exhibit 'C' – Wetland Delineation Proposal
- Exhibit 'D' – Geotechnical Services Proposal

The Town of La Plata

Accepted:

Name / Title

Date

MBE/DBE CERTIFICATIONS:

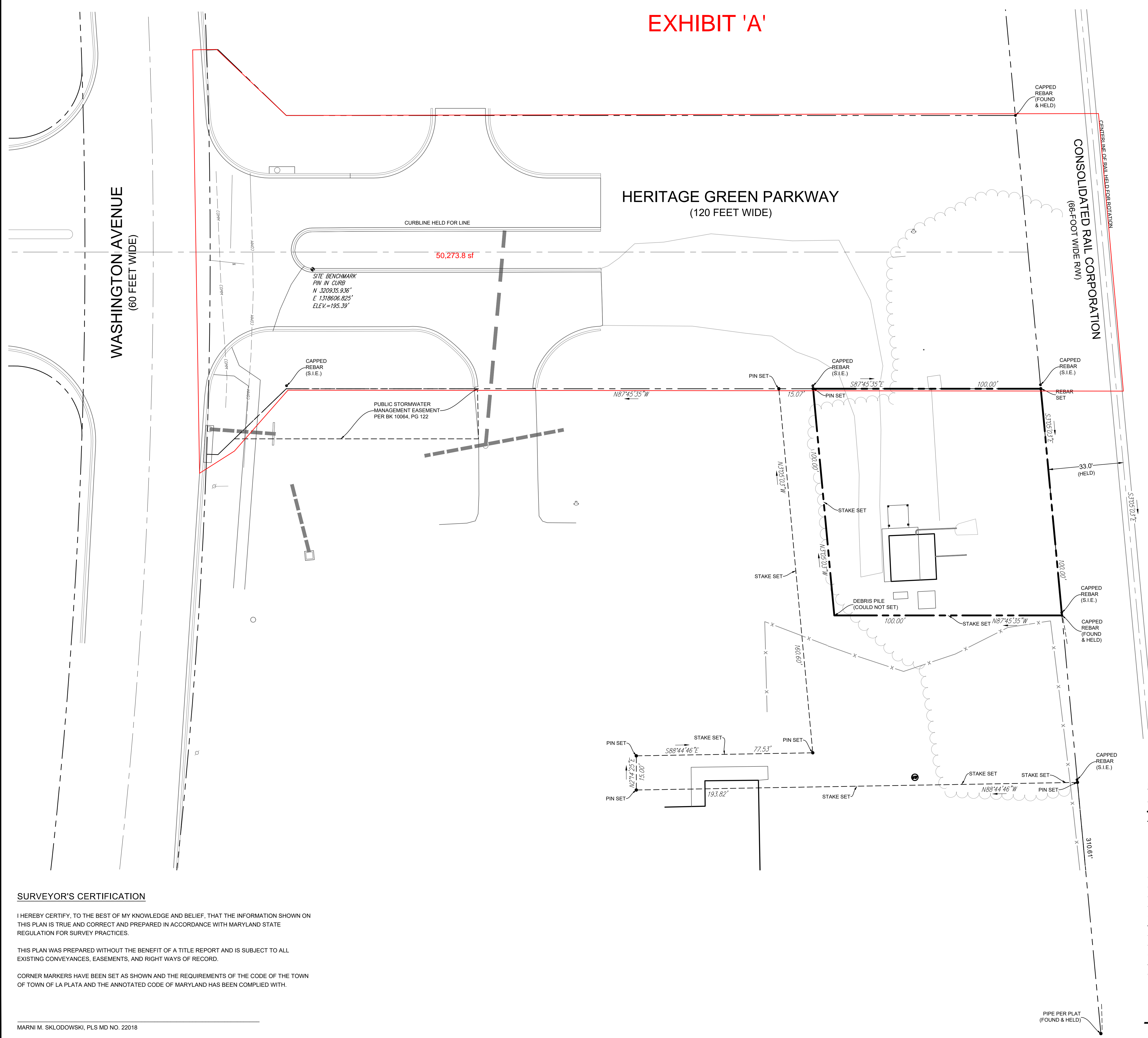
- MDOT MBE/DBE #13-019
- City of Baltimore MBE/WBE #15-363650
- Prince George’s County (Maryland) MBE #24-18057
- Johns Hopkins Local Business Enterprise

NAICS CODES:

- 237210 – Land Subdivision
- 541330 – Engineering Services
- 541320 – Landscape Architectural Services
- 541340 – Drafting Services

- 541350 – Building Inspection
- 541430 – Graphic Design
- 541611 – Administrative / General Management
- 541614 – Process, Physical Distribution, and Logistics
- 541618 – Other Management (Telecom)
- 541620 – Environmental Consulting
- 541690 – Other Scientific and Technical Consulting
- 541990 – Construction Estimation, Cost Estimating Services

EXHIBIT 'A'



LOCATION MAP NOT TO SCALE

- SITE DATA**
- Owner:** Town of La Plata
 - Property Address:** Washington Ave (E/S & S/S Heritage Green Parkway) La Plata, MD 20646
 - Tax Parcel Number:** Map 0033, Grid 0008, Parcel 0520
 - Source of Title:** SLH Book 08829, Page 0095
 - Area:** 0.2286 ± Acres
 - Recorded Plan No.:** Liber 50, Folio 30
 - Zoned:** Public use/utility
 - Setbacks:** Front Yard = n/a
Side Yard = n/a
Rear Yard = n/a
 - Date of Survey:** Information based on a field survey performed on the ground on 02/03/2025 and 02/04/2025 by The Layout Lady.
 - Datum:** Maryland State Plane NAD 83 NAVD 88
 - Benchmarks:** Shown

LEGEND:

— R/W —	RIGHT-OF-WAY LINE	— COMM — COMM —	COMMUNICATION LINE
— P —	PROPERTY LINE	— G — G — G —	NATURAL GAS LINE
— A —	ADJACENT PROPERTY LINE	— OE — OE — OE —	OVERHEAD ELECTRIC LINE
□ CM	CONCRETE MONUMENT	— UE — UE — UE —	UNDERGROUND ELECTRIC LINE
● S.I.E.	REBAR FOUND - SET IN ERROR	— SA —	SANITARY SEWER (GRAVITY)
● F.W.	CORRECTIVE PIN SET	— FM — FM —	SANITARY SEWER FORCE MAIN
● IP	IRON PIPE FOUND	— SD —	STORM DRAIN LINE
□ PED	PEDESTAL	— UD — UD —	UTILITY POLE
— B.R.L. —	BUILDING SETBACK LINE	○	LIGHT / LAMP POLES
— W.B.E. —	WETLANDS BUFFER/EASEMENT	○	ELECTRIC MANHOLE
— W —	WETLANDS	○	SANITARY SEWER MANHOLE
— 100 YR —	100 YEAR FLOODPLAIN LIMITS	○	STORM DRAIN MANHOLE
— C.D. —	CENTERLINE OF DITCH	○	STORM INLET / CATCH BASIN
— E.P. —	EDGE OF POND	□	CURB CUT / OPENING
— F —	FENCES	○	BOLLARD
— F.L. —	FIRE LANE / SOLID STRIPING	○	ROOF DRAIN
— O.S.D. —	ON-SITE DASHED STRIPING	○	WATER VALVE
— O.S.S. —	OFF-SITE SOLID STRIPING	○	FIRE HYDRANT
— O.S.F.S. —	OFF-SITE DASHED STRIPING	○	MONITORING WELL
— S —	SIGNS	○	PARKING SPACE CLUSTER COUNT
— E.P. —	ELECTRIC POLE	○	DECIDUOUS TREE
— F.H. —	FIRE HYDRANT		
— W.M. —	WATER MAIN		
— O.S.C. —	ON-SITE CURB		
— V.T. —	VEGETATIVE TREELINE		

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE INFORMATION SHOWN ON THIS PLAN IS TRUE AND CORRECT AND PREPARED IN ACCORDANCE WITH MARYLAND STATE REGULATION FOR SURVEY PRACTICES.

THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ALL EXISTING CONVEYANCES, EASEMENTS, AND RIGHT WAYS OF RECORD.

CORNER MARKERS HAVE BEEN SET AS SHOWN AND THE REQUIREMENTS OF THE CODE OF THE TOWN OF TOWN OF LA PLATA AND THE ANNOTATED CODE OF MARYLAND HAS BEEN COMPLIED WITH.

**BOUNDARY SURVEY PLAN
WELL PARCEL & ADJACENT EASEMENT
S/S HERITAGE GREEN PARKWAY EXTENDED**
TOWN OF LA PLATA - CHARLES COUNTY - STATE OF MARYLAND

APPLICATION NO.	n/a
DATE:	02-25-2025
SCALE:	1" = 20'
SHEET:	1 OF 1

DESIGNED BY:	N/A	APPROVED:	
DRAWN BY:	NMS	CHECKED BY:	NMS/MK
PROJECT NO.:	70-3		

The General Provisions set forth herein are incorporated by reference in the proposal for the performance of certain services described as the "Work" in the proposal, including any attachments thereto dated [December 8, 2025] (the "Proposal") made by MK Consulting Engineers, LLC ("MK"), a Maryland corporation, to [The Town of La Plata] ("Client"). These General Provisions, along with the Proposal, shall constitute a final, complete, and binding agreement (the "Agreement") between Client and MK upon Client's acceptance of the Proposal. To the extent they are inconsistent or contradictory, the express terms of the Proposal take precedence over the General Provisions.

1. ACCEPTANCE OR REJECTION OF PROPOSAL

MK's Proposal shall be valid for a period of thirty (30) days from the date of the Proposal. Any Proposal not accepted within thirty (30) days shall be deemed withdrawn and invalid unless otherwise agreed to in writing by MK. If Client allows MK to proceed with the Work and fails to return a signed copy of any Proposal, this Agreement shall be deemed accepted and shall be applicable to any work performed by MK. Any change to the Proposal or additional work required by MK shall be Additional Work for which MK is entitled to additional compensation at the rates provided in the Proposal, plus overhead and profit of fifteen percent (15%).

2. ADJUSTMENTS TO QUOTATION (COST ESTIMATION)

Fees quoted in the Proposal are based on current salaries and operational costs. Unless a lump sum fee is quoted, MK shall have the right to adjust the fees as necessary on each six (6) month anniversary following the date of the Proposal. Estimates stated in the Proposal are provided for convenience of the Client and MK is not bound by nor does it guarantee such estimates.

Unless expressly identified as a cost item in the Proposal, MK's fees do not include sales tax or other governmental tariffs or levies. In the event that taxes or other tariffs or levies are applied to the fees generated by MK's services, the Client agrees that such taxes or assessments shall be added to the fee base quoted herein and shall become due and payable when invoiced by MK.

Unless expressly identified as a cost item in the Proposal, Client shall have no right to possession of, and MK will not release, its CAD files to Client or any third party. In the event that the CAD files are expressly identified as a cost item in the Proposal, Client shall be required to execute MK's CAD Release Form and remit the corresponding payment to MK prior to receipt of such files.

In the event that MK suffers any delay or incurs additional costs as a result of a change in law, including but not limited to relevant statutes, codes and/or regulations, and executive or other government orders and directives, MK shall be entitled to a reasonable cost adjustment to modify, change or augment its services in accordance with the change in law and an extension of time to complete the Work required by the Proposal.

3. CONDUCT OF THE WORK

All concept, preliminary and final plans prepared by MK will be submitted to Client concurrent with submittal to appropriate governmental authorities. If Client wishes to review and approve prior to submittal to the appropriate government authorities, Client shall provide written notice of such request for review and approval within fifteen (15) days of the date of the Proposal. If Client requests and gives approval, whether express or implied, any change shall be Additional Work for which MK shall receive additional compensation at the rates provided in the Proposal.

MK shall perform all work with the level of skill and care typically expected of a reasonable professional providing the same or similar services under the same or similar conditions and in the same geographical area. MK shall not be obligated to incorporate changes requested by Client into its plans if, in the sole opinion of MK, such changes would result in a substandard work product. Client agrees that MK shall not be liable for the accuracy of data supplied by other parties upon which MK may rely, for work, services, testing or inspection performed by other parties, or any costs or damages caused by third parties. Client also agrees that MK shall not be liable for any amendments, changes or alteration to MK's work product, including but not limited to drawings, plans, designs and specifications, made by any other person or party.

Any reference to existing subsurface objects is provided for general reference based on existing information supplied to MK by the Client or others and such locations are not to be considered exact. At least forty-eight (48) hours before

penetrating the ground, Client agrees to contact the appropriate utility company and have a representative on site. In the event the Work includes penetration of the ground, Client agrees that MK shall not be responsible for any loss or damages claimed as a result from said penetration unless such loss or damages

are a direct result of MK's negligent actions or omissions. Client agrees to indemnify and hold MK harmless from any claim, suit or proceeding for loss or damages, including attorneys' fees, to person or property of others relating to said penetration except to the extent said damages are the direct result of MK's negligent actions or omissions.

Given the nature of the work and the necessary conditions precedent by third parties, MK does not guarantee, expressed or implied, the time within which the work will be completed.

4. RIGHT OF ENTRY & PERMITS

Client agrees to provide rights of entry and all permits necessary for the completion of MK's services under this Agreement at no cost to MK.

5. INSTRUMENTS OF SERVICE

All documents, including but not limited to drawings, plans, designs, and specifications, furnished by MK to Client pursuant to this Agreement may include or embody copyrightable works and material, patentable inventions, and other intellectual property made, created, developed, conceived, or reduced to practice by MK (the "MK IP"). All MK IP is owned by and shall remain the property of MK. Subject to and conditioned upon payment in full of all invoices from MK to Client, MK agrees to grant Client and project owner, where applicable, a license to use and distribute (internally or externally) copies of the MK IP (the "MK IP License"). The MK IP License shall terminate immediately upon Client's breach of this Agreement and/or the MK IP License, whether or not such breach is known to MK. In addition, MK reserves the right, in its sole discretion, to condition delivery or furnishing of any MK IP upon the payment in full of any or all invoices that Client owes to MK. Client understands and agrees that the MK IP is created for the purpose of this Agreement and the associated Proposal. Any other use is expressly prohibited and Client shall indemnify and hold harmless MK from any loss or damages incurred as a result of Client's use of the MK IP for any purpose other than specifically called for in this Agreement and the Proposal.

6. RISK ALLOCATION

MK's total liability for damages to Client arising from, connected with, or relating to Agreement in any way shall not exceed the total compensation received by MK for work performed in connection with the Agreement.

Plans and designs prepared by MK are predicated on sound engineering assumptions that must be tested and adjusted as conditions warrant during construction. If Client does not retain MK for the purpose of construction services for the implementation of the plans or designs, then Client agrees to assume the risk of improper implementation and shall hold MK harmless from any resulting loss or damage, including attorneys' fees. Client further agrees that MK shall not be responsible or liable for the cost of any and all corrective actions allegedly caused by MK unless MK is provided prior written notice and opportunity to cure and reasonable opportunity to participate in the decision on said corrective work.

7. PAYMENTS

Invoices submitted by MK are due and payable in full, without retainage, within thirty (30) days of the date of said invoice. Payment shall not be contingent upon receipt of funds from third parties. If an invoice remains unpaid for more than thirty (30) days from the date of the invoice, interest of one and one half percent (1.5%) per month shall be assessed on all unpaid amounts dating from the date of the invoice. Failure to render full payment within thirty (30) days shall be deemed a material breach of the Agreement and MK, at its option may undertake any or all of the following remedies: (i) stop all work, provided Client is given three (3) days prior written notice; (ii) withdraw all certifications and plans previously submitted; (iii) assert a lien on the property pursuant to applicable law; (iv) file suit for the collection of said overdue invoices in any Court of competent jurisdiction; (v) terminate the Agreement as provided herein; and/or (vi) undertake any other remedies afforded it by law or this Agreement. An exercise of one or more of these actions shall not be deemed a waiver of future exercise of other actions.

8. SAFETY RESPONSIBILITY

MK shall not be responsible for any safety precautions or programs of Client or any of Client's contractors or representatives. MK shall only be responsible for the safety of its own employees.

9. MEDIATION/ARBITRATION

Client agrees that all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement or breach thereof shall first be submitted for non-binding mediation pursuant to the Construction Industry Rules of the American Arbitration Association. Any party hereto may initiate mediation within the time allowed for filing for arbitration as set forth below and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties. Any time expended in mediation shall not extend the time for filing for arbitration.

If mediation fails to resolve the claim or dispute, and except for solely equitable claims or claims pertaining to the infringement by Client or any third-party of any MK IP, which claims may be pursued immediately and directly in any court of competent jurisdiction, all claims by either party for breach of this Agreement shall be resolved as follows: if the claim is for \$30,000 or less, tried solely and exclusively in a court of competent jurisdiction, or (ii) if the claim is for more than \$30,000, then the claim shall be settled by binding arbitration pursuant to the Construction Industry Rules of the American Arbitration Association. Mediation shall be a condition precedent to arbitration. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described in such consent. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable in any court of competent jurisdiction. Any demand for arbitration shall be made within two (2) years of the date the claimant knew or should have known of the existence of the claim, dispute or other matter. If either party fails to file any such claim within two (2) years, such claim shall be waived. Any decision rendered by the arbitrator(s) shall be final and judgment may be entered upon in any court of competent jurisdiction.

Due to the specialized nature of the litigation, each party hereby irrevocably waives its rights to a trial by jury. In the event that MK initiates litigation or arbitration and is successful against Client relating to the Agreement, MK shall be entitled to its reasonable attorneys' fees and costs incurred in connection therewith.

10. CERTIFICATE OF MERIT

Client shall make no claim (whether directly or in the form of a third-party claim) against MK unless the Client first provides MK with thirty (30) day written notice including a certification executed by an independent engineer licensed in the State in which the MK office submitting this Proposal is located, specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care.

11. FAILURE TO PERFORM

Client shall be in breach of the Agreement if, in the opinion of MK, Client (i) fails to make timely payment to MK; (ii) causes any stoppage or delay of, or interference with, the work of MK; (iii) suffers a judgment of bankruptcy, or makes a general assignment for the benefit of its creditors; (iv) has a receiver appointed; (v) becomes insolvent or has a debtor in reorganization proceedings; (vi) breaches or exceeds the rights granted to Client pursuant to the MK IP License; (vii) or otherwise fails to comply with all provisions of the Agreement. Upon Client's breach and after three (3) calendar days prior written notice, upon the failure to cure the breach, MK, at its sole option, may terminate the Agreement. If MK terminates the Agreement due to Client's breach thereof, Client shall be liable to MK for all work performed, and expenses incurred, up to and including the day of termination, plus a reasonable termination fee equal to 10%. If MK wrongfully exercises its option to terminate the Agreement under this Section 12, that termination shall be considered a termination for MK's convenience.

12. TERMINATION FOR CONVENIENCE.

MK may terminate the Agreement for any reason by providing Client fifteen (15) days written notice of such termination. In the event of termination for convenience, Client shall be liable to MK for all work performed, and expenses

incurred, plus overhead and profit of 15%, up to and including the day of termination.

13. AUTHORITY TO SIGN & NON-ASSIGNMENT

The individual signing the Proposal and/or Agreement warrants that he/she has authority to sign as, or on behalf of Client. If such individual does not have such authority, he/she understands and agrees that he/she is personally responsible for this contract to MK in addition to any liability which Client may have. Client may not delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of MK.

14. NON-ALTERATION TO TERMS - WAIVER OF RIGHT

The Agreement, including these General Provisions, any drawings, plans, plats, and/or exhibits attached hereto, set forth the entire understanding and agreement between the parties with respect to the subject matter contained therein and shall be binding and insure (except as otherwise provided herein) to the benefit of the parties and their respective successors and assigns. The Agreement supersedes all prior documents, agreements, and understandings between the parties with respect to the transactions contemplated hereby. The Agreement, and all the terms herein may only be amended, deleted, or otherwise altered by a written document signed by MK and Client. Only an officer of MK has authority to waive any matter or to amend the Agreement.

15. THIRD PARTY BENEFICIARY

Client and MK agree that the work performed by MK are solely for the benefit of the Client and are not intended by either the Client or MK to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the services performed by MK, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

16. INDEMNITY

To the fullest extent permitted by law, Client, at its expense, shall indemnify and hold harmless, MK, its subconsultants and their respective owners, directors, members, affiliates, successors, assigns, attorneys, insurers, sureties, agents and employees from and against any claims, in law or equity, damages, losses and expenses, including but not limited to attorneys' fees and costs of defense, arising out of any claims brought against MK due to the acts or omissions of Client.

17. MISCELLANEOUS

(i) If any term, condition or portion of the Agreement, including these General Provisions, is held invalid or unenforceable by a court of competent jurisdiction or arbitrator(s), such holding shall not invalidate or render unenforceable any other provision thereof; (ii) the Agreement shall be governed by the law of the State where the work is performed; (iii) any lawsuit brought by either party arising under the Agreement shall be brought before any court of competent jurisdiction located in the State where the work is performed; (iv) Client may not assign the Agreement without the written consent of MK; (v) the Agreement may be signed electronically and in counterparts; and (vi) the failure of MK to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for future acts of a similar nature.



RESOLUTION 26-01
1821 South Central Park Drive 1
Middletown, DE 19709
Phone: (302) 229-9272
Thelayoutlady.com

EXHIBIT 'B'

MK Consulting Engineers
The Star Building
1801 Porter Street
Suite 401
Baltimore, MD 21230

November 21, 2025

Ryan,

In accordance with the email request dated November 17, 2025, and subsequent correspondence, for Town of La Plata Well Site Boundary and Topo RFP, The Layout Lady (LOL), is pleased to submit this price proposal for supplemental professional surveying services (LOL Job#68-3).

The property in question (PIQ) Well Lot with Easement Area, Washington Avenue, located in the Town of La Plata, Charles County, Maryland.

The scope of work consists of providing supplemental topography and subsurface utility measurements as shown on the exhibit provided "LAPLATA-BSP-DRAFT022625_MK Markup.pdf" and locating wetlands flags.

Topographic as-built work will be supplemental and in accordance with original survey performed. Pertinent down measurements as noted on the exhibit and invert elevations of storm and sanitary sewer structures will be obtained IF accessible.
Fee: \$3000

Wetlands flags shall be delineated by others and located via GPS VPN or base-rover (in accordance with standard accuracy regulations of +/- one foot).
Fee: \$1000 for up to 25 flags

Work encompasses up to two (2) days of field work with the above tasks done simultaneously and/or competitively. Information obtained shall be added to existing CAD EBASE.dwg, VBASE.dwg, or template provided.

Total of the above items is \$4,000 lump sum fee.

Turnaround schedule is about two weeks from notice to proceed (potentially four weeks due to holiday and potential weather issues).

If this meets with your approval, please provide authorization to proceed.

Marni M. Sklodowski, PLS

Authorization to Proceed:

Signature of Authorizer and Date

Name and Title

November 25, 2025

Mr. Ryan Pike
Senior Associate
MK Consulting Engineers
1801 Porter Street, Suite 401
Baltimore, Maryland 21230

Re: Heritage Green Parkway Extended
Wetland Delineation Proposal
Town of La Plata, Maryland

Dear Mr. Pike:

BayLand Consultants & Designers, Inc. (BayLand) is pleased to offer this proposal to provide environmental services for the Heritage Green Parkway Extended project in the Town of La Plata. It is our understanding that the Heritage Green Parkway is to be extended eastward approximately 220 feet from its current terminus to the CSX railroad right of way. MK Consulting Engineers (MK Engineers) is requesting a wetland delineation for the area shown in red on the attached Boundary Survey Plan. Total delineation area is approximately 0.7 acres. Our proposed scope of work is outlined below.

Task 1 – Wetland Delineation \$5,800.00

- Complete a desktop review of readily available background mapping pertinent to wetland investigations.
- Prepare background mapping figures for inclusion wetland report.
- Complete a wetland and other Waters of the U.S. (WUS) delineation at the east end of Heritage Green Parkway within the limits of the area shown on the Boundary Survey Plan. The delineation will be performed in accordance with the U.S. Army Corps of Engineers (USACE) delineation protocols including the Regional Supplement for the Atlantic and Gulf Coastal Plain area.
- Mark wetland and WUS limits using consecutively numbered flagging and/or pin flags/stakes.
- Prepare sketch of wetland flagging locations to be provided to MK Engineers for survey location of resources completed by others.
- Photo document site conditions for inclusion in the wetland report.
- Prepare USACE data forms to document site conditions.
- Utilizing survey data provided by MK Engineers, compute wetland and Waters limits and prepare a wetland delineation plan showing resource limits USACE data collection locations, and photo locations.
- Prepare a brief report summarizing the delineation findings. The report will include background mapping, representative photos, USACE data forms, and delineation mapping.
- Provide an AutoCAD drawing file of resource limits to MK Engineers.

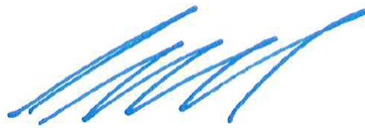
Assumptions: Delineation flagging will be surveyed by others and provided by MK Engineers in AutoCAD drawing format. Base files including topography will be provided by MK Engineers.

All work for this proposal is as described above and in accordance with Exhibit A, General Provisions, attached. The total cost to perform this task including all labor, equipment, supplies, and materials is \$5,800.00. A \$1,000.00 retainer is required upon contract acceptance and prior to the initiation of work. BayLand is prepared to initiate work immediately. We will complete all work within one (1) month of receipt of the survey and base files. This proposal is for the outlined work only, though we would be happy to provide additional environmental, technical, or permitting services. If additional work that is not described in the scope of services is desired, an additional proposal will be prepared for those services.

If you have any questions regarding this proposal, please do not hesitate to contact me or Jason Traband, Project Scientist, at (410) 694-9401. If you should accept this proposal, please do so by signing the acceptance below and returning the original to BayLand. The cost of the proposal will remain in effect for 30 days.

Thank you for considering BayLand for this project.

Sincerely,



Sean Crawford, PE
Principal

Accepted:

Authorized Signature

Date

Printed Name

Enclosure: Exhibit A, General Provisions

SC/JT/ks

**EXHIBIT A
GENERAL PROVISIONS**

BayLand Consultants & Designers, Inc.

1) Acceptance Period

BayLand Consultants & Designers, Inc. hereby agrees that the proposal shall remain effective for a period of 30 days. Acceptance of the conditions stated herein after the end of that period shall be valid only upon the signed affirmation by BayLand Consultants & Designers, Inc.

2) Liability

It is understood that BayLand Consultants & Designers, Inc. has no liability arising from this agreement or the work involved, except insofar as it may be liable for its own acts or the acts of its regular employees. Liability of BayLand Consultants & Designers, Inc., if any, for back charges arising from construction conditions is wholly dependent upon notification to BayLand Consultants & Designers, Inc. no later than a time prior to corrective work that is reasonably sufficient to enable BayLand Consultants & Designers, Inc. to assess and monitor the corrective work. In no case shall the liability of BayLand Consultants & Designers, Inc. exceed the total amount of the engineering fees for the specific element of the project.

3) Time Guarantee

Although it is our policy to complete all planning, permitting, engineering and design services as promptly as possible, there is no guarantee expressed or implied as to when plans will be approved by the applicable governing agencies. We will support and justify the technical competence of our work with review agencies, however, extended evaluations beyond normal accepted practice to appease regulatory or other interested parties is not included in this proposal and would be billed at current normal hourly rates, if requested by the client. We will not be responsible for delays caused by moratoriums, county or public agency personnel or by the client.

4) Access

BayLand and its subcontractors will need to access the project area to collect data, take measurements, and perform other work and observations of various nature. We will attempt to contact you prior to our arrival, but your agreement with the proposal serves as our permission to access the project area by land or water, on foot or with light duty vehicles, vessels and equipment as needed.

5) Payment

Invoices shall be rendered when work described in the proposal is completed and/or monthly, at the end of each month, at the discretion of BayLand Consultants & Designers, Inc. Payment shall become due within thirty (30) days from the date of billing. If fees are not paid within thirty (30) days from the date of billing, BayLand Consultants & Designers, Inc. reserves the right to pursue all appropriate remedies, including stopping of work and retaining all data and drawings, without recourse. Invoices remaining unpaid for more than sixty (60) days will be subject to a service charge of 2 percent per month, a maximum rate of 24 percent per annum. The service charge shall apply until the unpaid amount is paid in full.

The account shall be paid to date prior to submittal of data, plans, applications, etc., to agencies or individuals. Unless specifically stated in the proposal, costs of applications, fees, advertisements, bonds, assurances, fines or other costs related to the project are not included in the proposal and will be borne by the client.

6) Notice to Stop Work

It is understood that once work is initiated in accordance with the terms of this agreement, only the client or its duly authorized agent has the authority to order the work stopped and only upon 10 days notice, in writing, to BayLand Consultants & Designers, Inc. The client hereby agrees to pay for all work done and expenses incurred up to and including the day the work is stopped in accordance with the written notice. After full payment, all drawings shall become the property of the client. Upon work stoppage or delay caused by the client, BayLand Consultants & Designers, Inc. reserves the right to re-negotiate the terms of the proposal. Failure to pay invoices on time may be considered a delay caused by the client.

EXHIBIT 'D'



ECS MID-ATLANTIC, LLC

Proposal for Subsurface Exploration and Geotechnical
Engineering Services

Town of La Plata Road and SWM

1014 Washington Ave,
La Plata, Maryland

ECS Proposal Number 01:73352-GP

December 4, 2025



December 4, 2025

Mr. Ryan Pike
MK Consulting Engineers
1801 Porter Street, Suite 401
Baltimore, MD 21230

ECS Proposal No. 01:73352-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
Town of La Plata Road and SWM
1014 Washington Ave, La Plata, MD

Dear Mr. Pike:

As requested, ECS Mid-Atlantic, LLC (ECS) is pleased to present the following lump sum proposal for providing subsurface exploration and geotechnical engineering services for the proposed project at the intersection of Washington Avenue and Heritage Green Parkway, in La Plata, Maryland. In preparing this proposal, we have had the opportunity to review the *"Boundary Survey Plan Well Parcel & Adjacent Easement"* prepared by the Layout Lady, dated 02-25-2025, as well as discuss the project with you via email. We have also reviewed the available geologic and geotechnical information in our files for the general site vicinity.

Project Understanding

The proposed site is located at the intersection of Washington Avenue and Heritage Green Parkway, in La Plata, Maryland. The proposed development will include a roadway extension toward the existing railroad track on the east and a Stormwater Management (SWM) facility. **At the current stage of design development, the location and depth of the SWM facility is unknown.**

Based on the provided drawing and publicly available topographic maps, the proposed roadway grade is expected to be within 2–3 feet of the existing ground.

Scope of Services

Our integrated services will include drilling of soil borings by drill crews, laboratory testing of representative soil samples for pertinent engineering properties, various engineering analysis, preparation of an engineering report, and support during the various design and construction phases. Based on the project requirements, we propose the drilling of one (1) soil boring to a depth of 15 ft for the paving area, and one (1) soil boring to a depth of up to 15 ft for the SWM facility, as well as performing infiltration test at a depth of up to 10 ft for the SWM facility.

Please note that a minimum charge of 10 feet will apply to each boring terminated at a depth of less than 10 feet.

Upon completion of drilling operations, the samples will be returned to our laboratory in Chantilly, Virginia for further identification and testing.

Our proposed scope of field and laboratory services are as follows:

Field Exploration

- a. Field locate borings using a handheld Global Positioning System (GPS). Elevations to be referenced from provided topographical information.
- b. Mobilize a track-mounted drill rig or All-Terrain Vehicle (ATV)-mounted drill rig to the site.
- c. Drill two (2) borings to the depths noted above or refusal, if encountered at shallower depths.
- d. Perform Standard Penetration Test (SPT) tests at standard intervals within the first 10 feet of borings within the building additions for engineering analysis. Sampling will occur at a five (5) foot interval beyond a depth of 10 feet for each exterior location.
- e. Perform Standard Penetration Test (SPT) tests at continuous intervals within the stormwater management (SWM) facility until the termination depth or refusal, if encountered at shallower depths.
- f. Perform one (1) auger probe to a depth of up to 15 ft for infiltration testing.
- g. Mobilize an infiltration testing personnel to perform one infiltration testing.
- h. Perform in-situ infiltration testing in general accordance with the Maryland Stormwater Design Manual, Volume I and II: Appendix D.1 within the stormwater management facility.
- i. Measure depth of groundwater within each boring at the time of drilling and before backfilling. Where practical, borings will be left open for 24 hours to obtain additional groundwater level observations.
- j. Collect a bulk sample to perform CBR test.

Laboratory Testing

- a. Perform natural moisture tests.
- b. Perform Atterberg Limit tests.
- c. Perform gradation analysis tests (wash sieve).
- d. Perform Hydrometer tests.
- e. Perform California Bearing Ratio (CBR) tests.

Report

Upon completion of testing and engineering analysis, we will prepare a written engineering report that presents our findings and recommendations.

The engineering report will include the following items:

- a. Observations from our site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
- b. A review of the published geologic conditions and their relevance to your planned development.
- c. A subsurface characterization and a description of the field exploration and laboratory tests performed. Groundwater concerns relative to the planned construction, if any, will be summarized.
- d. Final logs of the soil borings and records of the field exploration prepared in accordance with the standard practice for geotechnical engineering. A boring location plan will be included, and the results of the laboratory tests will be plotted on the final boring logs or included on a separate test report sheet.
- e. Evaluation of the on-site soil characteristics encountered in the soil borings.
- f. Providing the infiltration test results performed at the stormwater management facilities.
- g. Providing recommended CBR for the design and construction of asphalt roadways and parking lots.
- h. Recommendations for the temporary and permanent control of groundwater (if encountered).
- i. Recommendations for additional testing and/or consultation that might be required to complete a final geotechnical assessment and related engineering for the project.

If other items are required because of unexpected field conditions encountered in our field exploration program, or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

Assumptions/Exclusions

In preparing this proposal we have made the following assumptions:

- a. The client will assist in the coordination of our access to the site with the current site owners/occupants as necessary to perform the work and store our equipment overnight.
- b. Field work can be performed during normal business hours (8 a.m. to 5 p.m.) Monday through Friday. If work is required to be performed on the weekend or outside of normal business hours, then an additional surcharge of **\$1,850.00 per day** will be applied to our provided lump sum below.
- c. The proposed soil borings will be sited on the subject property at a location accessible to a track mounted drill rig. If site access constraints require work to be performed outside the bounds of the subject property (i.e., within public space), additional charges will apply, as well as an extended schedule.
- d. ECS will backfill each boring at the completion of each boring. Any excess soil spoils will be removed from the site.
- e. ECS assumes the proposed borings will be a minimum of 30 feet away from overhead utilities, and 5 feet from underground utilities.
- f. ECS excludes all laboratory testing services not specifically noted in the above section. If requested, additional laboratory testing can be performed for an additional fee.
- g. Field work can be performed during normal business hours (9:30 a.m. to 5 p.m.) Monday through Friday.

- h. Our drill rig and crews will have continuous, uninterrupted access to each borehole without delays. Standby time at a rate of \$350/hour will apply for drilling delays.
- i. It is assumed the proposed borings and their depths are sufficient to provide the geotechnical recommendation for the pavement and SWM facility.
- j. ECS will need to be provided with road traffic data to complete any required pavement design. It is assumed this information will be provided by the client.
- k. ECS will not be required to attend any project meetings or complete design document reviews. If meeting attendance or document review is required additional fees will apply. Fees will be charged at the following rates:

Vice President/Senior Principal.....	\$335.00/hr
Professional Engineer/Principal.....	\$285.00/hr
Project Manager.....	\$190.00/hr

Each of the above items may have schedule and/or fee implications. If these assumptions are found to be incorrect during the execution of the work, ECS will contact you to discuss the potential impacts to our fees.

Fee

ECS will provide our services outlined in this proposal for a lump sum fee of **\$9,500.00** as detailed below. If any additional services are requested or required based on differing site conditions, we will contact your office (or assigned representative) for verbal and written authorization for additional services. Any additional services will be performed in accordance with our project unit rates on a time and material basis. Please note these unit rates should be considered valid for up to 90 days from submission.

Schedule

Upon authorization to proceed, we will immediately begin to schedule our work. We anticipate, for each phase of the geotechnical exploration, being able to mobilize to the site approximately 3 weeks after notice to proceed, confirmation of Miss Utility clearance and any required permits. For each phase, we expect our schedule to be as follows:

Field Work.....	2 days
Laboratory Testing.....	2 weeks after the completion of fieldwork
Report Preparation.....	2 weeks after laboratory testing is completed.

Verbal comments on findings can be provided within approximately 5 business days of completion of the borings, if requested.



Utility Clearance and Site Restoration

We will contact Miss Utility to locate underground utilities at the site; however, our experience indicates that Miss Utility will not locate utilities beyond the point of distribution (meters or gauge points) on private property. We will coordinate our boring locations in order to avoid any underground utilities indicated by the Miss Utility locating system. However, we will not be responsible for any private utilities not pointed out to us by the landowner or client prior to drilling activities. **We have included a private utility line locator in an attempt to minimize the risk of encountering utilities.** Please read the following section on private utility locator services.

Contracting a private utility locator service is not a guarantee that all utilities within a work site will be identified, but a service that is offered to lower the risk of the owner/client. ECS and our clients have had past success in avoiding utility conflicts by augmenting the Miss Utility services with a private utility locator service. Private utility locator services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable, beyond the point of distribution, include all utilities not containing significant ferrous (iron) content (examples would include but not be limited to most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, and irrigation lines).

Where a private locator service identifies a potential risk that is not traceable through conventional methods, ECS will notify the client immediately and work to resolve the issue. Additional costs related to the resolution of these potential utility conflicts will be invoiced out per our unit rates, as identified in this proposal, or as negotiated and approved at the time of the occurrence.

Upon completion of subsurface exploration drilling, we will backfill each of the excavations with the excavated soil and grout the upper ten feet of the building and garage borings. All borings will be patched with asphalt. Any excess soil spoils shall be removed from the project site. Typically, we will not provide site restoration beyond what is outlined above unless specifically contracted.

We will attempt to minimize such disturbances; however, we have not budgeted for restoration of the site including filling of tire ruts, seeding of lawn areas, or the planting of trees. If necessary, additional site restoration can be provided at an additional cost.

Closing


If other items are required because of unexpected field conditions or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

Our "Terms and Conditions of Service," which are included as an attachment to this letter, is an integral part of our proposal. These conditions represent the current recommendations of the ASFE Professional Firms Practicing in the GeoSciences, the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers.

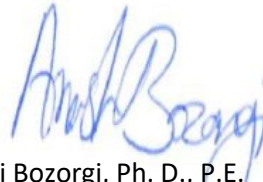
Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully,

ECS MID-ATLANTIC, LLC



Matt Bauer, E.I.T.
Geotechnical Project Manager
MBauer@ecslimited.com



Ari Bozorgi, Ph. D., P.E.
Group Manager, Principal Engineer
Abozorgi@ecslimited.com

Enclosures:

Proposal Acceptance Sheet
Terms and Conditions of Service

PROPOSAL ACCEPTANCE FORM
ECS MID-ATLANTIC, LLC

Proposal No.: 01: 73352-GP
Scope of Work: Subsurface Exploration and Geotechnical Engineering Services
Location: La Plata, Maryland, 20646

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement between ECS and Client. Your signature also indicates you have read this document and the Terms and Conditions of Service in their entirety and agree to pay for services as above set forth.

CLIENT AND BILLING INFORMATION

Name of Client: _____
Contact Person: _____
Telephone No.: _____
E-mail: _____

Responsible for Payment

Approval of Invoice (if different)

Contact Name: _____
Company Name: _____
Address: _____
Address: _____
City, State, Zip: _____
Telephone No.: _____
Fax No: _____
E-mail Address: _____

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	E-mail Address	Phone Number
_____	_____	_____
_____	_____	_____

Special Instructions: _____

Client Signature: x _____ Date: _____





**ECS MID-ATLANTIC, LLC
TERMS AND CONDITIONS OF SERVICE**

The professional services ("Services") to be provided by ECS Mid-Atlantic, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.

- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.

- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.

- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.

- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of

litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier

contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceedings to be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Kirk Parks
DEPARTMENT: Public Works
TYPE: Town Council Resolution for Services
SUBJECT: Engineering Services, Charles Street Water Main

BACKGROUND:

The Town of La Plata has identified a significant concentration of aging water infrastructure along Charles Street requiring evaluation and potential replacement as part of its federally mandated lead service line inventory program. While current assessments indicate no confirmed lead service lines within the Town's system, many water mains along this corridor represent some of the oldest infrastructure in the municipal network and require verification to maintain compliance with U.S. Environmental Protection Agency (EPA) and Maryland Department of the Environment (MDE) regulations.

To achieve compliance with evolving federal and state mandates requiring lead-free water infrastructure by 2035, the Town's Capital Improvement Program includes systematic evaluation and replacement of water distribution systems throughout the community. This long-range planning effort received unexpected urgency when the Maryland State Highway Administration (SHA) announced its intention to reconstruct Charles Street from Willow Lane to Route 301.

The concurrent timing of these two significant infrastructure initiatives presents a strategic opportunity for the Town to accelerate its planned water main replacement schedule and coordinate this essential work with SHA's roadway reconstruction project. This integrated approach offers substantial benefits:

- **Cost Efficiency:** Combining utility and roadway work eliminates the need for multiple excavations and restorations, significantly reducing overall project costs
- **Minimized Disruption:** A single, coordinated construction period reduces inconvenience to residents and businesses compared to separate projects years apart
- **Fiscal Responsibility:** Expediting this work within the current Capital Improvement Program timeline leverages available funding while avoiding future cost escalation



Given the compressed timeline imposed by SHA's project schedule and the need to meet multiple critical coordination deadlines, Town staff recommends engaging McCrone Engineering to provide professional engineering services for this initiative. McCrone Engineering has established expertise with the Town's water distribution infrastructure and possesses the institutional knowledge necessary to deliver time-sensitive design and permitting services required for successful coordination with SHA.

FISCAL IMPACT:

Current Fiscal Year Impact:

The proposed Amendment No. 1 to professional services totals \$39,115.00. Funding for these engineering services is allocated within the FY2026 Water Capital Budget under the Lead Service Line Study and Replacement project, which has a total approved budget of \$250,000. Approval of this amendment requires no additional budget appropriation.

Long-Term Fiscal Sustainability:

This project represents a component of the Town's comprehensive water infrastructure improvement program mandated by federal EPA regulations and implemented through 2035. While original Capital Improvement Program projections scheduled this work over the subsequent ten-year period, coordination with SHA's Charles Street reconstruction project creates an opportunity to advance this essential infrastructure investment on an accelerated timeline while achieving significant cost savings through combined construction activities.

The strategic decision to coordinate with SHA's project exemplifies prudent fiscal stewardship by:

- Avoiding duplicate mobilization, excavation, and restoration costs
- Reducing long-term maintenance expenses through proactive infrastructure replacement
- Minimizing inflation impacts by completing work during the current construction cycle
- Ensuring regulatory compliance while optimizing use of available capital resources



STRATEGIC PLAN ALIGNMENT:

This initiative directly supports three of the five primary goals established in the Town of La Plata's Strategic Plan:

Goal #1 – Good Governance:

"We will serve as responsible stewards of community trust in making decisions to maximize public service value to our residents."

By strategically coordinating complementary infrastructure improvements with SHA's roadway reconstruction project, this initiative demonstrates responsible fiscal stewardship and ensures funds are deployed efficiently to provide quality services. The approach prioritizes long-term financial sustainability and infrastructure maintenance over short-term convenience, embodying the Town's commitment to transparent, value-driven governance.

Goal #2 – Operational Excellence:

"Retain professional staff with the appropriate education, facilities, equipment, tools, and technology to efficiently provide quality work with a sense of pride."

Engaging specialized engineering professionals with comprehensive knowledge of the Town's water distribution infrastructure provides municipal staff with the technical expertise and design resources necessary to execute complex infrastructure improvements. This partnership enhances the Town's capacity to deliver quality infrastructure services while maintaining operational efficiency and technical standards.

Goal #5 – Public Service Readiness:

"Plan and develop the systems and infrastructure needed to meet growing demand, while supporting the health, safety, and wellness of residents and natural resources."

Proactive replacement of aging water infrastructure enhances the capacity, reliability, and regulatory compliance of the Town's water distribution system. These improvements ensure the municipality can provide safe, reliable water services to current residents while accommodating future growth and development in accordance with environmental and public health standards.

SUSTAINABILITY CONSIDERATIONS:

Coordinating the Charles Street water main replacement with SHA's roadway reconstruction project represents a comprehensive sustainability strategy that addresses environmental, fiscal, and community resilience objectives:



Environmental Sustainability:

- **Reduced Carbon Footprint:** Consolidating utility and roadway construction into a single project period substantially reduces construction-related emissions, equipment operation hours, and material transportation requirements compared to separate projects
- **Minimized Land Disturbance:** A coordinated approach limits excavation activities to a single construction cycle, reducing soil disruption, stormwater impacts, and vegetation disturbance
- **Resource Conservation:** Efficient project sequencing conserves construction materials, fuel, and water resources while reducing construction waste generation

Infrastructure Sustainability:

- **Enhanced Service Life:** Replacement with modern, lead-free, corrosion-resistant materials designed to current engineering standards ensures extended infrastructure service life and reduced lifecycle maintenance requirements
- **System Reliability:** Proactive replacement of aging infrastructure reduces risk of emergency failures, unplanned service interruptions, and reactive maintenance expenditures
- **Regulatory Compliance:** Systematic infrastructure improvements ensure continued compliance with evolving EPA and MDE water quality regulations, protecting public health and avoiding potential regulatory enforcement actions

Fiscal Sustainability:

- **Cost Avoidance:** Combined construction activities eliminate duplicate mobilization, excavation, traffic control, and restoration costs that would be incurred through separate projects
- **Long-Term Value:** Strategic infrastructure investment prevents future emergency repair costs, water loss from aging infrastructure, and regulatory noncompliance penalties
- **Efficient Resource Allocation:** Leveraging existing SHA project infrastructure (permits, traffic management, construction staging) optimizes use of public funds



Community Sustainability:

- **Minimized Disruption:** A single, well-coordinated construction period reduces traffic impacts, business disruption, and resident inconvenience compared to multiple separate projects
- **Public Health Protection:** Proactive infrastructure replacement ensures continued delivery of safe, high-quality drinking water to all community members
- **Economic Stability:** Coordinated project delivery minimizes business interruption along the Charles Street corridor, supporting local economic activity

Professional Service Sustainability: Selecting McCrone Engineering as the professional service provider further enhances project sustainability through their established knowledge of Town infrastructure systems, which enables:

- Efficient, accurate design development with reduced revision cycles
- Streamlined regulatory permitting and SHA coordination
- Minimized project delays and associated cost escalation
- Reduced risk of design errors requiring construction rework

This integrated approach exemplifies the Town's commitment to sustainable infrastructure management that balances environmental responsibility, fiscal prudence, regulatory compliance, and community service quality for current and future generations.

ADA CONSIDERATIONS:

This professional engineering services contract does not require specific Americans with Disabilities Act (ADA) accommodations. All infrastructure improvements will be designed and constructed in accordance with applicable federal, state, and local accessibility standards as coordinated through SHA's comprehensive roadway reconstruction project.

RECOMMENDED ACTION:

Authorize the Town Manager to execute Amendment No. 1 to the Professional Engineering Services Agreement with McCrone Engineering for design and permitting services related to Charles Street water main improvements, in an amount not to exceed \$39,115.00, as detailed in the proposal dated December 16, 2025.



La Plata
MARYLAND

FOR LEGISLATIVE USE ONLY

Item Number: 2025-1723

Date of Meeting: January 13, 2026

ATTACHMENTS:

Charles St MD 6 Engineering Services Proposal Amendment No. 1 Proposal dated December 16, 2025.

COUNCIL OF THE TOWN OF LA PLATA
Resolution 26-02

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: January 13, 2026

Date Adopted:

Date Effective:

1 **A RESOLUTION** concerning

2
3 **Charles Street Water Main – Professional Engineering Services**

4
5 **FOR** the purpose of authorizing the Town Manager to enter into a professional services
6 agreement with McCrone to perform engineering services related to the Charles
7 Street Water Main; and all matters generally relating thereto.

8
9 * * * * *

10
11 **WHEREAS**, continued compliance with US Environmental Protection Agency (EPA)
12 and the Maryland Department of the Environment (MDE) guidelines necessitates the
13 identification and replacement of sections of the existing water infrastructure on Charles
14 Street; and

15
16 **WHEREAS**, a water line inventory conducted by the Town identified a large
17 concentration of unknown or possible lead water lines located along Charles Street
18 approaching the end of their serviceable life span; and

19
20 **WHEREAS**, the Maryland State Highway Administration (SHA) recommends that
21 upgrades and enhancements to the aging infrastructure located on Charles Street
22 (Maryland Route 6) be executed concurrently to SHA’s planned streetscaping project; and

23
24 **WHEREAS**, the Town’s Capital Improvement Plan provides for upgrades and
25 enhancements to the Town’s infrastructure to ensure adequate natural resource availability
26 to meet current usage demands and to ensure that growth and development can be
27 accommodated; and

28
29 **WHEREAS**, McCrone of Annapolis, Maryland, has submitted a proposal dated
30 December 16, 2025, to provide work and services as described in Attachment 1; and

31
32 **WHEREAS**, the Town Manager, having reviewed the proposed services and the
33 qualifications of McCrone, recommends that the Town Council authorize him to execute a
34 contract with McCrone to perform work and services as described in Attachment 1; and
35

Resolution 26-02

36 **WHEREAS**, Town Charter § C8-23 and Town Code Chapter 43 requires that all
37 expenditures in excess of twenty thousand dollars (\$20,000), be advertised for sealed bids,
38 except for expenditures which the Town Council, by ordinance, has determined are not
39 subject to the sealed bid requirements; and
40

41 **WHEREAS**, Town Code, Chapter 43, Section 43-4, provides for provisions in the
42 case of contracts for professional services, these shall only require the publication of
43 notice of intent of the Town to secure said professional services in a newspaper of general
44 circulation; and
45

46 **WHEREAS**, Town Code, Chapter 43, Section 43-5 provides that the Town Council
47 may, by a two-thirds majority, authorize the bypassing of any or all bid procedure steps in
48 cases which warrant such approval. By the same two-thirds majority, it may allow the
49 Chief Executive Officer to directly negotiate with any supplier if it is in the best interest of
50 the town to do so.

51 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA**
52 **PLATA** that the provisions of Town Charter § C8-23 are hereby suspended to waive the
53 sealed bid requirements and Noel Stevens, Town Manager, is hereby authorized to enter
54 into, on behalf of the Town of La Plata, a Professional Services Agreement with McCrone of
55 Annapolis, Maryland, for an amount not to exceed thirty-nine thousand one hundred fifteen
56 dollars (\$39,115.00) for work and services related to the Charles Street Water Main, and to
57 take other related and conforming actions as may be necessary; and

58
59 **BE IT FURTHER RESOLVED**, that the scope of work attached hereto as Attachment 1
60 is hereby adopted and incorporated herein by reference.

61 **ADOPTED AND APPROVED** by the Council of the Town of La Plata on
62 this ____ day of _____, 2026.
63

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett
Town Clerk

Tyjon C. Johnson, Councilman

Date: _____

December 16, 2025

Chuck Stevens
Town Manager
Town of La Plata
305 Queen Anne Street
La Plata, Maryland 20646
cstevens@townoflaplata.org
Phone: 301-658-6656

RE: Professional Engineering Services - Charles Street Water Main

Dear Mr. Stevens:

The Town of La Plata is coordinating with the Maryland State Highway Administration (SHA) on planned work along Charles Street (MD 6). The Town seeks engineering services to evaluate and document the approach to replace the existing water main in place, develop bypass and sequencing details to maintain service during construction, establish testing and disinfection requirements, and provide limited procurement and construction phase support. This proposal translates the Town's draft scope into a structured work plan with tasks, deliverables, assumptions, exclusions, and assigned labor hours for the Project Manager (PM) and Project Engineer (PE).

I. Scope of Services

Our services are organized into six tasks, with deliverables at the 30%, 60%, 90%, and 100% design stages:

Task 1 – Project Charter & Stakeholder Engagement

- Kickoff meetings (Town-only; Town + SHA; Fire Marshal).
- Stakeholder mapping with the Town: businesses, institutions, healthcare facilities, vulnerable residents, and school bus routes potentially affected.
- Coordination plan with the Town and SHA for community notifications (Town-led), including outage windows and special needs accommodations.

Task 2 – Design Basis & Constraints

- Establish service interruption constraints: single service outage windows not to exceed four (4) hours per outage, with minimum 48-hour notice (Town-led notifications).
- Define roles for pressure testing, disinfection, flushing, and bacteriological (Bac-T) sampling (see Task 4).

- Define minimum utility contractor qualifications for water main work (on drawings).
- Confirm that the Town will not pursue additional real property permits/easements for this scope; all work is in-place replacement.

Task 3 – Technical Analyses & Design

- Hydraulic modeling: evaluate 8-inch, 10-inch, and 12-inch main scenarios using the Town's calibrated model; recommend preferred diameter.
- Layout and utility conflict review: verify clearances against current County and MDE standards; propose mitigation where regulations conflicts exist.
- Bypass and sequencing schematics: one block, two blocks, and four-plus blocks configurations; include connection to active hydrants, pipe sizes, heating/insulation needs, and valving sequences.
- Drawings and specifications: include material, construction, and testing notes directly on drawings;
- Detail for railroad crossing (permit application by others).

Task 4 – Testing, Disinfection, and Acceptance Requirements

- Hydrostatic pressure testing: by General Contractor (GC).
- Disinfection: by GC; Bac-T sampling by GC with Town witnessing/coordination as required.
- Post-installation flushing: include note on point-of-use (POU) flushing by property owners or as directed by the Town.
- Fire flow testing of hydrants: by Town (no hydrant flow testing by Consultant).

Task 5 – Procurement Support (Limited)

- McCrone will not conduct a bid process. The Town will lead procurement.
- McCrone will review the GC's proposed water-main subcontractor qualifications and provide a brief recommendation memo.

Task 6 – Construction & Closeout Support (Limited)

- McCrone will not provide construction management or resident inspection services (Town-led).
- McCrone will respond to utility-related RFIs and proposed change orders (PCOs) limited to water main scope.
- McCrone will review water-main related shop drawings/material submittals for conformance with design intent.
- McCrone will review as-built drawings for acceptance (Town to collect and maintain official record).

II. Deliverables

1. Project Execution Plan and stakeholder register (Town/SHA/Fire Marshal coordination list and communication plan).
2. Hydraulic Modeling Technical Memo comparing 8", 10", and 12" scenarios with recommendation.

3. 30%, 60%, 90%, and 100% design drawing packages including: cover sheet, general notes, demolition/plan & profile following SHA baseline, bypass/temporary service schematics (1, 2, and 4+ blocks), connection details, material schedules, testing and disinfection notes, minimum contractor qualification notes, and restoration notes.
4. Brief procurement support memo on water-main subcontractor qualifications.
5. Construction-phase support log (RFIs/PCOs responses and submittal reviews) and As-Built review comments.

III. Assumptions & Exclusions

- All water-main replacement is “in-place” with no new easements; no right-of-way acquisition or private property work.
- Town leads public outreach and notifications; Consultant provides technical content for notices as needed.
- Town provides access to the calibrated water system model and available GIS/record drawings.
- Backfill and compaction testing by Geotechnical firm under separate contract.
- Town conducts fire hydrant flow tests, if needed, and manages POU flushing logistics.
- Consultant does not perform permitting, SHA plan stamping, bid advertising, contract award, construction management, or on-site inspection.
- Environmental, traffic control design beyond standard notes, and pavement design are excluded; SHA standards and temporary traffic control are by GC and SHA.

IV. Schedule

The following indicative schedule assumes immediate notice-to-proceed and timely access to Town data and reviews:

Step 1	NTP	Notice to Proceed	November 19, 2025
Step 2	NTP + 1 week	Hydraulic Modeling Memo	November 26, 2025
Step 3	NTP + 3 weeks	30% Design Submittal	December 10, 2025
Step 4	NTP + 6 weeks	60% Design Submittal	December 31, 2025
Step 5	NTP + 8 weeks	90% Design Submittal	January 14, 2026
Step 6	NTP + 10 weeks	100% Design Submittal	January 28, 2026
Step 7	Construction Phase	RFIs/PCOs responses, submittal reviews, and As-Built review.	As-needed

V. Labor Hours by Task and Role

Task	Description	PM Hours	PE Hours	Designer
1	Project Charter & Stakeholder Engagement	4	4	
2	Stakeholder mapping & coordination plan	2	2	
3	Data review (record/GIS/utilities)	1	4	
4	Hydraulic modeling scenarios & memo	1	8	
5	Layout/clearances & mitigation strategies	2	4	
6	Bypass/Sequencing schematics (1, 2, 4+ blocks)	2	8	
7	Testing/Disinfection/Flushing requirements (notes)		2	
8	Material & construction notes; min qualifications		2	
9	Prepare 30% Drawings	2	10	34
10	Prepare 60% Drawings	2	24	44
11	Prepare 90% Drawings	4	24	6
12	Prepare 100% Drawings	4	12	4
13	QA/QC for 60/90/100% packages	8	0	
14	Review subcontractor qualifications (memo)	1	4	
15	RFIs/PCOs (utility scope) – limited	4	12	
16	Shop drawing/material submittal reviews – limited	4	8	
17	As-Built review & closeout comments	2	4	
18	Project management/reporting	4	0	
Total		47	132	86

VI. Compensation

This proposal is offered on a time-and-materials basis using the labor hours above. Direct expenses (e.g., printing, delivery) will be billed at cost.

	Hours	Hourly Billing Rate	
Project Manager	45	\$205.00	\$9,635.00
Project Engineer	132	\$150.00	\$19,800.00
Designer	86	\$110.00	\$9,680.00
Total Estimated Project Cost			\$39,115.00

VII. Quality Assurance/Quality Control (QA/QC).

The PM will perform QA/QC reviews at the 30%, 60%, 90%, and 100% design stages, focusing on conformance to Town/County standards, MDE guidelines for water main separation and

materials, and consistency across plan sheets, details, and notes. Review comments will be logged and resolved prior to each milestone submittal.

VIII. Roles & Responsibilities Summary

- Town: Lead public outreach and service outage notifications; provide records and coordinate with Spatial GIS services to obtain user data; perform hydrant flow tests as needed; lead procurement and construction management; collect and maintain redlines/As-Builts; manage POU flushing (as directed).
- SHA/General Contractor: Coordinate roadway constraints, traffic control standards, acquire railroad crossing permits and milestone schedule; review utility plan sheets for corridor conflicts.
- Consultant: Perform the outlined scope; provide limited procurement and construction support; no permitting, inspection, or full bid/construction administration.

IX. Terms & Conditions (Summary)

Please see enclosed.

X. Acceptance

If this scope and level of effort are acceptable, please sign below to authorize us to proceed.

If you have any questions, please do not hesitate to call me at 410-267-6947, extension 1003.

Sincerely,
McCRONE



Robert M. Sell, P.E.
Principal

Authorized By (Town of La Plata):

Date:

Title:

Purchase Order / NTE:

Signature:

MCCRONE STANDARD CONTRACT TERMS AND CONDITIONS

- I. For purposes of this Project set forth on the first page of this Contract, "Client" shall be defined as the person(s) and business entities signing this Contract authorizing the work and services to be performed by McCrone. All individuals signing this Contract personally guarantee in his or her or their individual capacities the payment of all monies due to McCrone, and are personally liable for payment for all services.

CLIENT'S RESPONSIBILITIES. Client shall be responsible for the following:

- A. Client shall provide to McCrone all criteria and full and complete information as to Project requirements, including design objectives and constraints, space capacity and performance requirements, flexibility and expandability, and any budgetary limitations. Client shall respond promptly to any McCrone request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for McCrone to perform its services.
- B. Client shall assist McCrone by making completely available all information pertinent to the Project, including but not limited to all reports of any kind, including but not limited to title reports and abstracts, and all other data relevant to the surveying, design or construction of the Project.
- C. Client shall furnish to McCrone all data prepared by or services performed by others, including but not limited to, soil borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment, appropriate professional interpretation of all the foregoing, environmental assessment and impact statements, property boundary, easement, right-of-way, topographic and utility surveys, property descriptions, zoning deeds or title certificates, and other land use restrictions, and other special data, all of which McCrone will need to rely on in performing its services.
- D. Client shall arrange and make all provisions for access for McCrone to enter upon public and private property as required for McCrone to perform its services, including providing identification of any special plantings, landscape items, etc. to which McCrone must pay special attention during any fieldwork. Client understands that in the normal course of development work excavations may be made and refilled, or damage may occur to surface features and landscaping, the correction of which is not part of McCrone's responsibilities under this Contract.
- E. Client shall examine all studies, reports, sketches, plans, drawings, specifications, proposals and other documents presented by McCrone, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examinations and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay McCrone's performance.
- F. Client shall designate in writing a person to act as Client's representative with respect to the services to be rendered under this Contract. Such person shall have complete authority to transmit instructions, receive information, make contract amendments, interpret and define Client's policies and decisions with respect to materials, equipment, elements and systems pertinent to McCrone's services.
- G. Client shall give prompt written notice to McCrone whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of McCrone's services.
- H. Client shall provide safe and secure working conditions, and if McCrone in its sole discretion determines that the job site is unsafe or insecure McCrone shall have the right to leave the job site. The Client shall hold McCrone harmless and indemnify and defend McCrone against any damages or delays resulting from unsafe or insecure conditions, including reasonable attorney's fees and defense costs.

II. **ASSIGNMENT & COPYRIGHTS**

- A. Neither this Contract nor any rights or duties hereunder may be assigned or delegated by Client to any other person without the express written consent of McCrone.
- B. **Copyright.** All work performed and services and products provided hereunder by McCrone are and shall remain the property of McCrone and shall not be deemed "work for hire," and McCrone may retain and use as its own proprietary material all work product performed or created by McCrone arising out of or in connection with this Contract, subject to the obligation of confidentiality for Client's trade secrets. All intellectual property rights, including copyrights, inventions, trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Client under this Contract or prepared by or on behalf of McCrone in the course of performing the services, except for any Confidential Information of Client or Client materials shall be owned by McCrone. Client shall not reproduce nor publish nor provide nor reveal to any other person or business entity any of the drawings or surveys or reports or documents provided by McCrone to Client (except as are required for filing with governmental authorities), without first obtaining written permission from McCrone and paying the required consideration therefore if permission is granted. Documents prepared under this Contract are intended only to represent those requirements and conditions listed by Client at the time the work was performed. Any documents and designs are for the sole use of Client for the intended uses for this Project, as those intended uses have been conveyed in writing to McCrone.
- C. Paper copies of work products may be obtained by the Client from McCrone's files at its standard labor and reproduction costs. Digital files in PDF or CADD format of work products are available to clients upon signing a release of liability and payment. In no case shall McCrone's copyrighted digital files be provided to third parties without Client first signing a release of liability directly with McCrone and an associated payment for the files. McCrone reserves the right to retain hard copy originals of all project documentation delivered to the owner in machine-readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

III. **LIABILITY**

- A. Client recognizes and assumes the inherent risks connected with land development and construction. McCrone will make best efforts to perform its services in accordance with generally accepted local principles and practices of planning, surveying, design and construction services.
- B. **THE CLIENT ACKNOWLEDGES THAT MCCRONE, ITS PRINCIPALS, AGENTS AND EMPLOYEES, HAVE MADE NO PROMISES, REPRESENTATIONS, WARRANTIES OR GUARANTEES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EFFECTIVENESS OF ANY WORK PRODUCTS OR BUSINESS MEASURES DELIVERED, IMPLEMENTED AND/OR RECOMMENDED BY MCCRONE PURSUANT TO THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. FURTHER, THE**

CLIENT ACKNOWLEDGES THAT MCCRONE CANNOT IDENTIFY NOR ELIMINATE ALL AREAS OF ENGINEERING, DEVELOPMENT OR BUSINESS RISK OR SUCCESS, IN ANY CAPACITY IN WHICH MCCRONE MAY BE ENGAGED UNDER THIS CONTRACT, AND THEREFORE MCCRONE CANNOT BE HELD LIABLE FOR ANY FAILURE TO PREVENT ANY ENGINEERING, DEVELOPMENT OR BUSINESS SETBACKS, DELAYS OR FAILURES WHICH MCCRONE HAS BEEN ENGAGED TO CONSULT UPON, EXCEPTING SUCH DAMAGES AS ARE CAUSED BY THE WILLFUL MISCONDUCT OF MCCRONE.

C. CLIENT AGREES THAT MCCRONE'S AGGREGATE LIABILITY TO THE CLIENT (AND ALL CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS) RESULTING FROM MCCRONE'S BREACH OF THIS CONTRACT OR ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS, SHALL BE LIMITED TO AND SHALL NOT EXCEED \$50,000.00, OR THE TOTAL MCCRONE CHARGES FOR SERVICES RENDERED ON THIS PROJECT, WHICHEVER IS LESS. CLIENT RELEASES ALL CLAIMS AGAINST MCCRONE FOR ANY DAMAGES IN EXCESS OF \$50,000.00. CLIENT FURTHER AGREES TO INDEMNIFY AND DEFEND AT ITS SOLE EXPENSE MCCRONE AND ITS OFFICERS AND EMPLOYEES AND HOLD THEM HARMLESS IN ANY ACTION BROUGHT AGAINST MCCRONE SEEKING DAMAGES FOR ANY PERSONAL INJURIES OR PROPERTY DAMAGE INCURRED ON OR ABOUT THE PROJECT, UNLESS THOSE INJURIES ARE DETERMINED TO BE CAUSED BY THE SOLE NEGLIGENCE OF MCCRONE.

D. Client, as an express condition precedent, shall make no claim of any kind against McCrone unless Client shall have first obtained and provided to McCrone a written certificate executed by an independent engineer or surveyor licensed in the state where services are rendered, specifying each and every act or omission that the expert contends constitutes a violation of the standard of care expected of an engineer or surveyor performing professional services under similar circumstances. The certificate shall be provided to McCrone not less than thirty (30) days prior to any such claim.

E. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or McCrone. McCrone's services under this Contract are being performed solely for the Client's benefit, and no other person or business entity shall have any claim against McCrone because of this Contract or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all of Client's contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

F. McCrone shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of McCrone, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

IV. FIDUCIARY RESPONSIBILITY

Client confirms that neither McCrone nor any of its sub-consultants or subcontractors has offered any fiduciary services to Client and that no fiduciary responsibility shall be owed to Client by McCrone or any of its consultants or subcontractors.

V. NEGOTIATIONS & REVISIONS

- A. Any negotiations performed by McCrone for Client (other than those normally required with review agencies in the course of processing this Project) will incur an extra charge based on McCrone's Standard Billing Rates in effect at the time of said negotiations, unless said negotiations are specifically included in the written scope of work.
- B. McCrone shall not be liable for damages resulting from the action or inaction of governmental or other approving agencies, and McCrone shall act only in an advisory capacity in all government relations.
- C. Any revisions, changes, additions, or alterations requested by the Client after acceptance of the scope of the work shall be performed as an extra charge at Standard Billing Rates in effect at the time of said revisions. Should revisions become necessary, work will not continue until Client's approval and payment arrangements are obtained.
- D. In the event that any field staking is damaged or destroyed by causes or parties other than McCrone, the cost of re-staking shall be paid by Client as an extra charge. Re-staking shall be authorized by Client prior to commencement.

VI. BILLING, PAYMENT & TERMS

- A. Bills will be rendered monthly, unless otherwise specified. McCrone will provide Client with an invoice for work performed during the billing period. Bills will be provided in McCrone's standard billing format unless a different billing format is requested by Client and agreed to by McCrone. Any requested changes in the specified billing format after work has begun will be billed to the Client as an extra charge.
- B. Client must notify McCrone of billing disputes in writing within 10 days of receipt of a bill or invoice. Failure to notify McCrone within the prescribed time frame constitutes acceptance of the work and the invoice.
- C. The Client shall pay in advance all costs of government agency checking, inspection, and submittal fees, sub-consultant fees, soil testing fees, aerial topography fees, title company charges, out-of-house blueprints and reproductions, and all other charges not specifically covered by the terms of this Contract. If McCrone in its sole discretion chooses to advance such costs or fees in order to expedite the processing of the Project for Client's benefit, minimum handling charges of 20% in addition to the amount advanced shall be paid by Client to McCrone.
- D. Payment is due and payable upon receipt of invoices and is past due 30 days from the invoice date. Should any payment not be made within 30 days from the invoice date, such payments will be subject to an interest charge of 1.5% per month (18% per year) from the date of invoice. Unpaid invoices will be re-billed monthly and a late fee of 10% and a monthly re-billing charge will be added to the unpaid balance.
- E. McCrone reserves the right to stop work on the Project if payment is not received within 15 days of billing after Client has been given 7 days written notice.
- F. Charges and costs are quoted for 3 months from the date of the scope of work, after which all charges and costs are subject to revision by McCrone.
- G. Should McCrone take legal action against Client for nonpayment or otherwise to enforce the Contract, Client agrees to pay all court costs, expenses and reasonable attorney's fees incurred by McCrone in such litigation. Court costs and expenses shall include but are not limited to expert witness fees, deposition and subpoena costs, private process service expenses, travel costs, McCrone employees' time at their respective hourly rates, long distance phone calls and filing and copying costs. Client further expressly agrees to pay all court costs,

expenses and attorney's fees incurred by McCrone in enforcing any judgment against Client.

- H. The individuals signing this Contract on behalf of Client are agreeing to be personally liable for Client's payment in full and have full authority to sign this Contract on behalf of Client. Arrangements for cost sharing with others are the responsibility of the Client and all signers.
- I. Client agrees that all claims or disputes arising out of this Contract or from the services provided hereunder, shall, at the election of McCrone (within its sole discretion) be submitted to arbitration in Annapolis pursuant to the rules of the American Arbitration Association. In all legal proceedings, trial by jury is waived by all parties.
- J. It is McCrone's policy to require a retainer for services to be performed. This retainer covers the costs of McCrone's initial efforts, including, but not limited to, processing, preliminary research, organization of data, and scheduling necessary to begin the project. The Retainer will be applied to the final billing. A Retainer of 50% of all projects up to \$2,000.00 is required. For projects over \$2,000.00 a minimum \$1,000.00 retainer or 20% is required, whichever is greater. Please include the appropriate retainer amount with the signed Contract and return to the designated office for the work to be scheduled.
- K. Client authorizes McCrone to make any and all inquiries necessary to verify Client's credit standing and Client hereby indemnifies and holds McCrone harmless from any liability resulting from such credit investigation.

VII. COSTS & CONSENT TO JURISDICTION & VENUE

- A. In any action, claim, lawsuit or arbitration instituted by Client against McCrone arising from this Contract or from the services provided herein, if McCrone is the prevailing party, Client shall pay McCrone all costs of defense, including all attorney's fees, court costs and expenses as defined above. For the purposes of this Contract, Client agrees that McCrone shall be deemed the prevailing party in the event that (1) McCrone successfully defends substantially all of the claims made against it by Client; and/or (2) a written settlement offer by McCrone is rejected by Client and the judgment or award finally obtained by Client is equal to or less than the written settlement offer, in which case Client shall pay McCrone all its attorney's fees, court costs and expenses incurred from the date of the written settlement offer forward. The Client further expressly agrees to pay all court costs, expenses and attorney's fees incurred by McCrone in enforcing any judgment against Client.
- B. The parties agree that venue for any litigation or arbitration arising out of this contract shall be in Annapolis, Anne Arundel County, Maryland. The parties irrevocably waive, to the fullest extent permitted by law, any objection that they may now have or hereafter have to the venue of any such proceeding being in Annapolis, Anne Arundel County, Maryland and any claim that any such proceeding brought in such venue has been brought in an inconvenient forum.

VIII. SEVERABILITY

If any clause, sentence, part or parts of this contract, or any section thereof shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining parts of this Contract or of any section thereof. McCrone may delay or forebear enforcing any or all of its rights under this Contract without being deemed to be a waiver of rights.

IX. TIME FOR ACCEPTANCE

This contract shall be null and void if not accepted by Client and returned to the designated office of McCrone within 30 days of contract date.

{6/24/16}



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Kirk Parks
DEPARTMENT: Wastewater Treatment Plant
TYPE: Town Council Resolution for Service
SUBJECT: Preventative Maintenance at Willow Lane Pump Station

BACKGROUND:

Wind River Environmental Services (Kline’s) has provided annual maintenance and as-needed pump station cleaning services since 2015. This annual work was put out for bid last year and Kline’s was the only company to respond with a bid. This is a specialized service performed by very few companies, with Kline’s being one of the only ones in our region. They have the necessary equipment, experience, and disposal facility permitted by the Pennsylvania Department of Environmental Protection to handle this scope of work.

FISCAL IMPACT:

Funding for the annual and as-needed pump station maintenance and cleaning services is included in the FY2026 adopted budget in the amount of \$70,000. Approval of this agenda item will not require a budget amendment and will have no additional fiscal impact beyond the amount already appropriated.

STRATEGIC PLAN:

This initiative aligns with multiple goals in the Town's 2022 Strategic Plan:

Goal #1 - Good Governance: This project demonstrates responsible stewardship of town assets by proactively maintaining the asset and making decisions that maximize public service value.

Goal #2 - Operational Excellence: Engaging specialized professionals and equipment provides the town with the means to maintain the sewer pump station operations at the highest standards, ensuring services meet or exceed reasonable expectations.

Goal #5 - Public Service Readiness: This work directly supports maintaining the infrastructure needed to protect the health, safety, and wellness of residents and natural resources.



Item Number: 2025-1824

Date of Meeting: January 13, 2025

SUSTAINABILITY CONSIDERATIONS:

This initiative directly supports environmental sustainability by helping maintain the largest pump station in the La Plata sewer system. The removal of trash and cleaning of equipment helps to prevent failures in equipment and clogging of other infrastructure assets like sewer lines, and prevents such foreign objects from polluting the Potomac River and Chesapeake Bay watershed. Maintained pump stations are better able to handle peak flows and extreme weather events, reducing the risk of sanitary sewer overflows during heavy rainfall or flooding, supporting environmental resilience.

ADA CONSIDERATIONS:

No specific ADA considerations are applicable to this consulting services contract.

RECOMMENDED ACTION:

Adopt Resolution 26-03 authorizing the Town Manager to execute Proposal La Plata WWTP - 24350 (Clean Willow Lane PS) 12.2.25 agreement from Wind River Environmental as reflected on the attached quote #24350 dated 12/2/2025 for \$51,954.00.

ATTACHMENTS:

Proposal La Plata WWTP - 24350 (Clean Willow Lane PS) 12.2.25

**COUNCIL OF THE TOWN OF LA PLATA
Resolution 26-03**

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: January 13, 2026

Date Adopted:

Date Effective:

1 **A RESOLUTION** concerning

2
3 **Willow Lane Pump Station Preventive Maintenance**

4
5 **FOR** the purpose of authorizing the Town Manager to enter into a contract agreement for
6 annual preventative maintenance of the Willow Lane Pump Station Wet Well, and the
7 hauling and disposal of accumulated waste; and all matters generally relating
8 thereto.

9
10 * * * * *

11
12 **WHEREAS**, the Council of the Town of La Plata desires to effectively and efficiently
13 provide high quality and reliable services to the citizens of the Town; and

14
15 **WHEREAS**, the Town has a significant investment in its water and sewer
16 infrastructure that enables it to provide these services to its customers; and

17
18 **WHEREAS**, the Town strives to maintain its infrastructure to the highest standards;
19 and

20
21 **WHEREAS**, the Town has contracted with Kline’s Services of Wind River
22 Environmental for their expertise to clean the wet well in a safe and environmentally
23 effective manner since 2015; and

24
25 **WHEREAS**, considering the limited pool of local providers of this specialized service,
26 the Town Wastewater Superintendent recommends that Kline’s Services be again awarded
27 the contract for annual preventive maintenance at the Willow Lane Pump Station and the
28 removal and disposal of accumulated waste collected during such service; and

29
30 **WHEREAS**, Town Charter § C8-23 and Town Code Chapter 43 requires that all
31 expenditures in excess of twenty thousand dollars (\$20,000), be advertised for sealed bids,
32 except for expenditures which the Town Council, by ordinance, has determined are not
33 subject to the sealed bid requirements; and

Resolution 26-03

36 **WHEREAS**, the Town solicited potential service providers via an open competitive
37 bidding process consistent with Town procurement policies resulting in the receipt of one
38 (1) bid, from Kline’s Services of Wind River Environmental, LLC, of Marlborough,
39 Massachusetts; and
40

41 **WHEREAS**, given that Kline’s Services has the necessary equipment and has
42 consistently demonstrated the quality of work that the Town expects, Town staff believes it
43 would be in the Town’s best interest to contract with Kline’s Services for the required
44 services; and
45

46 **WHEREAS**, Town Code, Chapter 43, Section 43-5 provides that the Town Council
47 may, by a two-thirds majority, authorize the bypassing of any or all bid procedure steps in
48 cases which warrant such approval. By the same two-thirds majority, it may allow the
49 Chief Executive Officer to directly negotiate with any supplier if it is in the best interest of
50 the town to do so; and
51

52 **WHEREAS**; the Town Council agrees that it is in the best interest of the Town to
53 contract with Kline’s Services of Wind River Environmental, LLC, of Marlborough,
54 Massachusetts, for annual preventive maintenance at the Willow Lane Pump Station and
55 the removal and disposal of accumulated waste collected during such service.
56
57

58 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA**
59 **PLATA** that the provisions of Town Charter § C8-23 are hereby suspended to waive the
60 sealed bid requirements and Noel Stevens, Town Manager, is hereby authorized to enter
61 into, on behalf of the Town of La Plata, a Contract Service Agreement with Kline’s Services
62 of Wind River Environmental, LLC, of Marlborough, Massachusetts, for an amount not to
63 exceed fifty-one thousand nine hundred fifty-four dollars (\$51,954.00) for annual preventive
64 maintenance at the Willow Lane Pump Station and the removal and disposal of
65 accumulated waste collected during such service; and
66

67 **BE IT FURTHER RESOLVED,** that the scope of work attached hereto as Attachment 1
68 is hereby adopted and incorporated herein by reference.
69
70

71 **ADOPTED AND APPROVED** by the Council of the Town of La Plata on
72 this ____ day of _____, 2026.

73 **SEAL:** **COUNCIL OF THE TOWN OF LA PLATA**

74
75 _____
76 Jeannine E. James, Mayor
77

78 _____
79 Paul C. Guttenberg, Councilman
80

81 _____
82 Patrick McCormick, Councilman
83

84 **ATTEST:** _____
85 Gregory Sampson, Jr., Councilman
86

87 _____
88 Shelby Pritchett Tyjon C. Johnson, Councilman
89 Town Clerk

90 Date: _____
91



Wind River Environmental dba Kline's Services
Service Agreement #24350

Date: 12/2/25
Contact Name: Kirk Parks Customer ID: 1803572
Job Name: Clean Willow Lane Pump Station
Billing address: Town Of La Plata Service: La Plata WWTP
P.O. Box 2268 Willow Lane
La Plata, MD 20646 La Plata, MD 20646
Phone: (301) 934-8421
Cell: (443) 624-1676 Email: kparks@townoflaplata.org

Wind River Environmental
General Terms and Conditions

The undersigned ("CUSTOMER") agrees to services from WRE described below and purchase from WRE its entire present and future requirements of services at CUSTOMER's locations set forth below &/or attached (each, a "Location" and, collectively, the "Locations", subject to the following terms and conditions (including those on the second page of this agreement.

Equipment and Product: All equipment described in the table below (including necessary piping, lines, fittings, etc. as determined by WRE) and other equipment/svcs supplied by WRE to PURCHASER (collectively, "Svcs/Equipment") shall be performed at WRE's then applicable rates.

Scope of Work

- Kline's will provide the following services for the facility identified above. Job to be performed during normal business working hours.
- We will utilize our GapVax Super Vac Flusher Unit, support vehicle, (3) CCSE technicians and (5) 6000 gallon vacuum trailers to skim the wet wells at the service address above.
- We will transport and legally dispose of up to 125 tons of waste at our on-site, DEP approved facility, Permit 101606. A manifest will be provided for your records.
- We anticipate this project will take (2) days, with (16) hours on-site to complete.
- Environmental Compliance fee of \$25.00 will be added as a separate line item.
- Energy Recovery Surcharge is in addition to estimate. Due to fluctuating costs for energy and fuel, the Energy Recovery Surcharge will be updated on the 1st and 15th of each month. Please see websites for details:

(Fuel charge explanation) <https://www.wrenvironmental.com/policies/>
(Index for determining rates) <https://www.eia.gov/petroleum/gasdiesel/>

ESTIMATED cost to provide the services detailed in the specific scope above: \$51,954.00

Assumptions/Clarifications

- Vendor will supply all personnel and equipment as specified within the term and conditions of this agreement.
- Vendor will provide the services described herein in accordance with all federal, state, and local regulations.
- Emergency service is available, as needed. Additional costs will apply.
- Any services that need to be provided that are not defined in the above scope of work will be subject to additional costs; If additional services are required, vendor reserves the right to issue a job change order (JCO) prior to work being performed.
- Vendor may require a down payment to be made before work begins and the balance due at the time the project is completed.
- All proposed prices are valid for five (5) business days. Upon execution of agreement pricing will be valid for 10 business days.

RESOLUTION 26-03
Attachment 1



CUSTOMER:

SERVICE PROVIDER: WIND RIVER ENVIRONMENTAL

Print Name: _____

Print Name: Eric McGalicher

Print Title: _____

Print Title: Project Sales Representative

Authorized Signature: _____

Date: _____

PO Number: _____

A. SERVICES

WRE agrees to perform all services as stated in this agreement (scope of work) in accordance with applicable laws, environmental regulations, & gov't & commercial standards. WRE agrees to obtain and maintain at our sole expense for the term of this Agreement, Comprehensive General Liability Insurance: \$1,000,000 for each occurrence, combined single limit for bodily and property damage. Customer warrants that all equipment (grease traps, drain lines, manhole covers, etc.) upon which work is to be performed are owned by the Customer, or that authorization for the work has been obtained from the rightful property owner. The Customer shall be responsible for compensating WRE for any and all damages collected against WRE by any third party demonstrating actual ownership of the equipment upon which work is to be performed, regarding damage to which the customer represents as their own. Customer agrees to provide access to work areas for WRE's employees and vehicles and agrees to keep access clear and available for movement and parking of trucks and equipment during service time. WRE assumes no liability or responsibilities for any cracking, breaking, puncturing, depressing or any other damage to any driveway, patio, other paved, bricked, stoned, concrete or asphalt surface which may result from trucks and equipment being used to access the job site. In the event of unforeseen or unplanned conditions, WRE reserves the right to issue a job change order (JCO) for the additional work performed above and beyond the original scope of work quoted in this agreement. In the event the customer chooses not to agree to the JCO of the revision of the SOW, WRE terminates the agreement, unless agreed in writing by WRE, and all work performed will be invoiced up to that point.

B. AGREEMENT TERM

Customer agrees that WRE is the exclusive provider for this agreement. WRE reserves the right to terminate this Agreement at any time with or without cause. WRE has the right to terminate this agreement, in whole or in part, for Customer's failure to pay past invoices in a timely manner or if conditions change which alter the nature and scope of work. This Agreement may not be assigned by Customer without the prior written consent of WRE. This agreement is automatically assignable to a new owner.

C. PAYMENT

Customer agrees to pay WRE the amounts listed above on this agreement for waste removal and/or additional services. Payment is to be received upon completion of each svc listed above on agreement for waste removal and /or additional svcs. In event scope of work changes, WRE will be paid for all items on contract that have been completed. Any additional work performed/requested by Customer will be billed on a time & material basis. Service charge of 1.5%/ mo will be added to account thirty days after invoice date. Customer is responsible for all costs associated with the collection including, but not limited to, attorneys' fees and court costs. Taxes, Other Fees and Charges, Permits and Compliance: Customer shall pay all applicable taxes, fees, assessments and penalties and will obtain permits and licenses in any manner connected with the services being provided and will comply with all laws, regulations and ordinances applicable thereto. Customer shall pay WRE an Environmental Fee in connection with WRE's compliance with federal, state and local materials regulations applicable to WRE's operations and activities; Customer acknowledges that Environmental Fee is retained by WRE and not paid to any governmental agency or authority. Customer shall pay WRE any applicable delivery charges, regulatory administrative fees, surcharges (including an energy/fuel surcharge for delivery of Product (per Customer Location) in accordance with WRE's then current energy surcharge), and other charges or surcharges applicable to WRE's customers generally in effect from time to time.

Recurring Credit Card Payment Authorization, upon signature you authorize charges to your credit card for agreed services. You will be charged the amount invoiced each billing period. A receipt/invoice copy will be available for each payment and the charge will appear on your credit card statement. You agree that no prior-notification will be provided. I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Wind River Environmental, LLC in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I acknowledge that the origination of Credit Card transactions to my account must comply with the provisions of U.S. law. You certify that you are the authorized user of this Credit Card and will not dispute these scheduled transactions; so long as the transactions correspond to the terms indicated in this authorization form.

Credit Card Authorized Signature: _____

D. INVOICES

With approved credit, WRE will send an itemized invoice in the amount as indicated above on this Agreement to Customer's billing address promptly after services are completed. WRE may require full payment in advance at its discretion. If WRE does not receive the full amount invoiced by the due date on the bill, WRE may assess a late charge not to exceed 1.5% per month of the overdue amount. If Customer fails to pay any bill within thirty (30) days of the due date, WRE will have the following rights: 1). WRE may require full and immediate payment of all amounts due under this Agreement; 2). WRE may suspend or cancel service or 3) WRE may terminate this Agreement in which case Customer remains responsible for all past due amounts plus interest and all other damages incurred by WRE as a result of Customer's breach. All payments will be applied first to oldest balances outstanding. WRE may, at any time, adjust the Monthly Fees, the Product Rate and/or the Overage Rate (the "Price Adjustment") effective fifteen (15) days after notifying PURCHASER of such Price Adjustment (notification may be in the form of an invoice.) If, however, within fifteen (15) days following PURCHASER's receipt of a Price Adjustment Notification, PURCHASER provides WRE with a copy of a bona fide written offer from a reputable SELLER competitor offering Equipment and Svcs in like quantity, like quality, under similar conditions, and at lower prices than those contemplated by the Price Adjustment (a "Competitive Offer"), PURCHASER may terminate this Agreement with respect to those Locations affected by the Price Adjustment, unless, within fifteen (15) days after WRE's receipt of the Competitive Offer, WRE (at WRE's sole discretion) either (a) meets the prices reflected in the Competitive Offer or (b) reinstates the Monthly Fees, Product Rate and/or Overage Rate, as applicable, that were in effect at the time of the Price Adjustment Notification (the "Price Match"). If WRE makes the Price Match, WRE shall have the right, in WRE's sole discretion, to extend the term of this Agreement for up to five (5) years from the date WRE implements the Price Match. Changes in prices pursuant to Section B or Section C of this Agreement shall not constitute a Price Adjustment for purposes of this Section D.

E. EMERGENCY SERVICE/ADDITIONAL SCOPE OF WORK

Requests for immediate grease waste removal/associated svcs shall be construed as an emergency and may be subject to emergency charges in addition to previously stated fees. Unexpected services may be required in the event of natural disasters or other unscheduled repairs to pipes or other infrastructure. Customer agrees to pay additional sums on a time and material basis for any additional work required to complete the job or emergency service caused by canceled contingencies such as foreign matter, rock, stones, broken pipes, or any other condition not really apparent in estimating the work specified, or any delays resulting from unanticipated interruptions outside the control of WRE. One-time Emergency fee/service may be up to \$350.

Additional Locations: PURCHASER shall notify SELLER of any additional locations operated by PURCHASER and such location(s) (each, an "Add'l Location") shall, subject to SELLER's prior consent, become Locations subject to all of the terms and conditions then in effect under this Agreement. On-call service shall be priced separately and billed at emergency rates.

F. FORCE MAJEURE

Service by WRE is subject to and contingent upon floods, hurricanes and other extreme weather conditions, strike or other labor disturbances, fire, accidents, war, delays of carriers, inability to obtain materials, failures of normal sources of supply, restraints of government (whether or not it later proves to be invalid), or any other similar or dissimilar cause beyond WRE's reasonable control (each, a "Force Majeure Event"). WRE shall advise Customer of the reason for and anticipated length of any such Force Majeure Event. In the event a Force Majeure Event affects only a part of WRE's capability to produce and/or deliver Product and/or Equipment, WRE will allocate production and/or deliveries

among the requirements of all its affected customers and WRE's own requirements in a fair and reasonable manner, as determined by WRE. Customer will pay or reimburse WRE for any additional costs incurred by WRE relating to the delivery of any Product and/or Equipment to Customer during a Force Majeure Event. WRE shall not be considered in breach of this Agreement to the extent that the performance of its obligations hereunder is prevented by a Force Majeure. WRE will not be liable to Customer for any failure of the grease trap/svc resulting from events beyond WRE's control, including fire, floods, accident, utility failure and acts of God.

G. MISCELLANEOUS

The individual signing this agreement on behalf of the Customer represents and warrants that he or she is authorized to sign as an owner, manager, officer, partner or employee of Customer and that he or she is empowered to bind Customer to the terms and conditions contained herein.

H. LIMITATION OF LIABILITY

Customer acknowledges that there are hazards associated with the services involved in this Agreement and that it understands such hazards. It is Customer's responsibility to warn and protect its employees and others exposed to such hazards. Customer shall indemnify, defend and hold harmless WRE and its affiliates and their respective employees, agents, successors, officers, and assigns (each, an "Indemnified Party") from any suits, losses, claims, demands, liabilities, costs and expenses (including reasonable attorney and accounting fees) that an Indemnified Party may sustain or incur or which are threatened arising from or in any way related to the services provided by WRE. WRE shall not be liable for costs of procurement of substitute products or services, nor for any loss of business, interruption of business, lost profits or goodwill, or other indirect, special, incidental, exemplary or consequential damages of any kind arising out of or relating to the services provided under this agreement, even if WRE has been advised of the possibility of such loss, and notwithstanding any failure of essential purpose of any limited remedy. No claim of any kind, whether or not based on negligence, warranty, strict liability or any other theory of law, will be greater than the price of the service or services in respect to which such claim is made. The foregoing constitutes customer's exclusive remedy and WRE sole obligation with respect to any such claim. There are no express warranties made by WRE.

I. DEFAULT

In addition to any other rights or remedies WRE may have at law or in equity, WRE reserves the right to immediately disrupt service in the event of payment delinquency or upon default by Customer in any of the terms or conditions herein (a "Customer Default"). In the event (a) of a Customer Default, (b) that any proceeding under bankruptcy laws shall be commenced by or against Customer, or (c) Customer shall be adjudged insolvent or make any assignment for the benefit of creditors, WRE may, at its option, immediately cancel and terminate this Agreement with or without demand or notice to Customer and without court proceedings (a "WRE Termination for Cause"). Upon a WRE Termination for Cause, Customer shall remain responsible for all costs incurred for which WRE has not been paid, attorneys' fees and costs and any other damages resulting from Customer's default.

J. REPRESENTATION AND INDEMNITY

Customer represents and warrants to WRE that it is not obligated under the terms of any other contract for provision of the same or similar services. In the event that the foregoing representation and warranty proves to be false, Customer hereby indemnifies and holds harmless WRE from and against all costs, including reasonable attorney's fees, damages or liabilities that WRE may incur in connection with any claim asserted by any third party as a result thereof.

K. JURISDICTION

This Agreement shall be governed by and construed under the laws of the state of Massachusetts, at WRE's sole option, any and all disputes shall be resolved by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association.



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Melinda Adams
 Don Dooley
 Wilson Cochran
DEPARTMENT: Planning
TYPE: Council Resolution
SUBJECT: RFB-SWM-2025-10-17: Redwood Lake NPDES Pond Rehabilitation Project

BACKGROUND:

On October 29, 2018, The Town of La Plata submitted, as required, the Notice of Intent for coverage under the General Permit for Discharges of Small MS4s (13-IM-5500, MDR55500), also known as the Phase II National Pollutant Discharge Elimination System (NPDES) Permit with Maryland Department of the Environment (MDE). That permit expired in 2023 , has been administratively extended, and is still in force. As a part of the many requirements of the NPDES permit, the Town is required to treat 20% of the untreated or under-treated impervious surface within its jurisdiction. The Town’s 20% target acreage for the 2018 NPDES permit is 119.3 acres of impervious surface treatment. The Redwood Lake NPDES Pond Rehabilitation Project will treat 37.03 acres of that target. Several other similar projects will be coming for Town Council approval that will meet the remainder of the 20% target.

This Project will retrofit an existing stormwater management pond built in the 1980s in the Clarks Run neighborhood and bring the pond up to current Maryland stormwater management standards for impervious surface treatment, channel protection management, pretreatment, 100-year flood, etc. in alignment with the designed and permitted engineering plans, as advertised on October 17, 2025.

FISCAL IMPACT:

This project, along with the other proposed NPDES/MS4 projects, was funded through the Town’s budget process and supported by American Rescue Plan Act (ARPA) funding. ARPA provided \$2.0 million toward MS4 projects, of which \$1,586,563 remains available from the project reserve to support current and future project costs.



The FY2026 adopted budget includes \$1,727,000 for MS4 projects, with \$500,000 specifically appropriated for the Redwood Lake NPDES Pond Rehabilitation Project. Approval of this agenda item will not require a budget amendment.

Upon completion, the project will result in ongoing annual maintenance costs associated with maintaining the dam and ensuring the long-term functionality and regulatory compliance of the facility. These costs will be incorporated into future operating budgets.

The Town issued a Request for Bid (RFB) for Redwood Lake Stormwater Management Pond Rehabilitation Project (RFB-SWM-2025-10-17) on October 17, 2025, to retrofit an existing stormwater management pond on Redwood Circle as a part of the Town’s NPDES Phase II Permit; and staff identified the proposal submitted by L&S Dirt Work LLC of White Plains, Maryland, as providing support and services invaluable to the Public Works Department and to the Town, and that engaging L&S Dirt Work LLC would be in the Town’s best interest.

STRATEGIC PLAN ALIGNMENT:

This project is in alignment with the 2020 Comprehensive Plan under Goal 12, “Protect local watersheds by implementing protective development and stormwater management practices that minimize and mitigate the impact of additional runoff from new development,” Actions #1 and #2:

1. Completing the Town’s Municipal Separate Storm Sewer System (MS4) restoration plan, mandated under the current Phase II MS4 General Permit and identify stormwater retrofit and watershed restoration projects that will contribute to the overall Chesapeake Bay Total Maximum Daily Load effort.
2. Implement the projects included in the MS4 restoration plan.

This is in alignment with 3 areas of the 2022 Strategic Plan:

1. Good Governance – By being in alignment with the Comprehensive Plan this is in alignment with the Strategic Plan item: “Continue to link Comprehensive Plan to staff reports and proposed items for permitting and decision making.”
2. Public Service Readiness – This retrofit is an upgrade to the current pond that is in place, which is in alignment with item: “Plan upgrades and enhancements to the Town's infrastructure to ensure that growth and development can be accommodated.”
3. Community Identity – This project reduces the overall environmental impacts Town’s historic development has on our natural resources and protects our local streams



from additional sediment and flood potential from increasing storms, which is in alignment with item: “Protect environmental resources by maintaining policies to protect and preserve forest, open space, and wildlife.”

This project is also in alignment with the Town’s Phase II NPDES permit requirement to treat or remove 20% of the baseline untreated impervious surface that was built before current requirements. The project is one of 5 retrofit projects and an increased street sweeping program that will meet the requirements of the Phase II NPDES permit, Part V. Chesapeake Bay Restoration and Meeting Total Maximum Daily Loads, Item B: Develop and Implement an Impervious Area Restoration Work Plan. The project is tied to measurable regulatory targets. Performance can be tracked through compliance reporting to MDE thus holding the town responsible for outcomes.

SUSTAINABILITY CONSIDERATIONS:

This project meets 2 of the goals of the Stormwater Management Program of the Sustainable Maryland Program.

1. *Improving water quality and reducing flooding:* This project will address both of these goals by upgrading the existing Best Management Practices (BMPs), called Redwood Lake, to account for changes in stormwater management regulations over the last 40 years. Current regulations require treatment for water quality and quantity in addition to flood control and dam safety that were not a part of the requirements when the BMP was originally built in the 1980s.
2. *Improving public health and addressing safety concerns: Inadequate stormwater management may lead to flooding, water pollution, and an aging conveyance system:* This project provides for this in 3 ways:
 - a. It meets the requirements of current MDE Dam Safety for the management of the 100-year flood, which were not in place in the 1980s.
 - b. It also provides for an improvement in water pollution in the receiving stream by reducing sediment and erosion from higher volume storms that were not a requirement when the facility was originally built.
 - c. This project lines the existing aging outfall pipes and replaces the aging overflow riser structure with modern design requirements and standards.

ADA CONSIDERATIONS:

No specific ADA considerations are applicable to this construction project contract.



Item Number: 2026-0005

Date of Meeting: January 13, 2026

RECOMMENDED ACTION:

Adopt Resolution 26-04, authorizing the Town Manager to enter into a contract with L&S Dirt Work, LLC in the amount of \$626,745.34, per the attached Bid No. RFB-SWM-2025-10-17 from L&S Dirt Work, LLC dated: 11/19/2025.

ATTACHMENTS:

1. RFB-SWM-2025-10-17 Request for Bid
2. 2018 Phase II NPDES permit (13-IM-5500, MDR55500)
3. L&S Dirt Work, LLC bid documents dated: 11/19/2025
4. L&S Signed Contract dated: 12/16/2025

COUNCIL OF THE TOWN OF LA PLATA
Resolution 26-04

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: January 13, 2026

Date Adopted:

Date Effective:

1 **A RESOLUTION** concerning

2
3 **Redwood Lake National Pollutant Discharge Elimination System**
4 **Pond Rehabilitation Project**
5

6 **FOR** the purpose of authorizing the Town Manager to enter into a Contract Service
7 Agreement with L&S Dirt Work LLC for the rehabilitation of the Redwood Lake
8 stormwater management pond to meet National Pollutant Discharge Elimination
9 System standards; and all matters relating thereto.

10 * * * * *

11
12
13 **WHEREAS**, in the Strategic Plan of 2022, the Council of the Town of La Plata
14 identified as one of the Town’s top priorities Public Service Readiness and the need to
15 plan and develop the systems and infrastructure needed to meet growing demand, while
16 supporting the health, safety, and wellness of residents and natural resources; and

17
18 **WHEREAS**, the Council of the Town of La Plata desires to protect environmental
19 resources by maintaining policies to protect and preserve forest, open space, and wildlife,
20 and by reducing the Town’s overall impact on the local watershed through sediment
21 movement and illicit discharge; and

22
23 **WHEREAS**, to maintain compliance with the requirements of the Phase II National
24 Pollutant Discharge Elimination System (NPDES) permit with the Maryland Department
25 of the Environment (MDE), the Town is required to treat 20% of the untreated or under-
26 treated impervious surface with its jurisdiction; and

27
28 **WHEREAS**, the retrofit of an existing stormwater management pond in the Clarks
29 Run neighborhood will bring the pond up to current Maryland stormwater management
30 standards for impervious surface treatment and will constitute 37.03 acres of the 119.3
31 acres required to satisfy the requirements of the NPDES permit; and

32
33 **WHEREAS**, the Town issued a Request for Bid (RFB) for Redwood Lake
34 Stormwater Management Pond Rehabilitation Project (RFB-SWM-2025-10-17) on
35 October 17, 2025, to retrofit an existing stormwater management pond on Redwood
36 Circle as a part of the Town’s NPDES Phase II Permit; and

37
38 **WHEREAS**, Town Charter § C8-23 and Town Code Chapter 43 requires that all

Resolution 26-04

39 expenditures in excess of twenty thousand dollars (\$20,000), be advertised for sealed
40 bids, except for expenditures which the Town Council, by ordinance, has determined are
41 not subject to the sealed bid requirements; and

42
43 **WHEREAS**, the Town solicited potential service providers via an open competitive
44 bidding process consistent with Town procurement policies; and

45
46 **WHEREAS**, staff identified the proposal submitted by L&S Dirt Work LLC of White
47 Plains, Maryland, as providing support and services invaluable to the Public Works
48 Department and to the Town, and that engaging L&S Dirt Work LLC would be in the
49 Town's best interest.

50
51 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF**
52 **LA PLATA** that Noel C. Stevens, Town Manager, is hereby authorized to execute, on
53 behalf of the Town of La Plata, and enter into a Contract Service Agreement with L&S
54 Dirt Work LLC, of White Plains, Maryland, for services as described in Request for Bid
55 RFB-SWM-2025-10-17, for an amount not to exceed six hundred twenty-six thousand
56 seven hundred forty-five dollars and thirty-four cents (\$626,745.34); and

57
58

59 **BE IT FURTHER RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA**
60 that the scope of work defined in L&S Dirt Work LLC Contract #8041, dated November
61 19, 2025, attached hereto as Attachment 1, is hereby adopted and incorporated herein
62 by reference.

63
64 **ADOPTED AND APPROVED** by the Council of the Town of La Plata this _____
65 day of _____, 2026.

66
67
68 **SEAL:** **COUNCIL OF THE TOWN OF LA**
69 **PLATA**

70
71
72
73 _____
74 **Jeannine E. James, Mayor**

75
76 _____
77 **Paul C. Guttenberg, Councilman**

78
79 _____
80 **Patrick McCormick, Councilman**

81
82
83
84 **ATTEST:** _____
85 **Gregory Sampson, Jr., Councilman**

86
87
88 _____
89 _____
90 **Shelby Pritchett** **Tyjon C. Johnson, Councilman**

91 **Town Clerk**

92 **Date:** _____



CONTRACT AGREEMENT

SUBCONTRACT AGREEMENT MADE ON THIS DAY December 16, 2026, BETWEEN:

CONTRACTOR:

L&S Dirt Work, LLC

4560 Crain Hwy Ste 9, White Plains MD 20695

OWNER:

Town of La Plata

305 Queen Anne St La Plata, MD 20646

CONTRACT: **#8041**

This Agreement (the "Contract") is made and entered into this 16 day of December 2025, by and between L&S Dirt Work LLC ("Contractor") and [Town of La Plata] ("Owner") in connection with the above-referenced project (the "Project"). In consideration of the mutual agreements and obligations expressed herein and for other good and valuable consideration, Contractor and Owner hereby contract and agree as follows:

1. CONTRACT DOCUMENTS. The Contractor agrees to furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform all work as set forth herein. This Contract includes the drawings and specifications referred to below, if any. This Contract constitutes the entire understanding between the parties and supersedes all negotiations, representations, and prior discussions between the parties relating to the subject matter of this Contract.

2. WORK: The Contractor will perform the following (the "SCOPE OF WORK"): See Exhibit A .

Contractor shall be responsible to perform all work described herein as well as any related work which is necessary for the proper and complete installation of its work. The Contract price includes all freight, taxes and delivery charges.

3. PAYMENT: Owner agrees to pay Contractor for the performance of the Work the sum of Six hundred twenty-six thousand, seven hundred forty-five dollars and 34/100 Dollars (\$626,745.34), subject to additions and deductions for changes agreed upon or determined as hereinafter provided. Partial payments will be made to the Contractor each month in an amount equal to the value of the Work performed, less the aggregate of



previous payments. No retention will be held. Payments will be made 30 days from the date of invoice.

4. SCHEDULE: Contractor will commence the work on or about December 16nd 2025 and complete the work on or about December 16nd 2026, subject however, to any delays beyond the control of the Contractor which may include, but are not limited to, acts of God, weather, war, availability of materials, Owner caused delays, governmental requirements or regulations, issuance of building permits, compliance with building, zoning, and planning laws, ordinances, regulation or orders, and litigation or threatened litigation pertaining to any of the foregoing.

5. CONTRACTOR'S DUTIES: The Work will be performed in accordance with the Contract Documents, local industry standards and practices, and all applicable building codes and regulations.

6. OWNERS' DUTIES: Owner represents and warrants to Contractor as follows: (a) Owner is authorized to enter into this Agreement; (b) Owner shall provide adequate access to the Premises such that Contractor can without hindrance perform the Work; (c) The Premises is presently free and clear of any and all encumbrances, easements, liens and restrictions which may impair the Contractor's performance; (d) Owner will cooperate with Contractor, will not obstruct or hinder Contractor's work, and; (e) Owner shall pay Contractor in accordance with this Agreement.

7. INSURANCE: Contractor will maintain Worker's Compensation Employer's Liability insurance for the protection of its employees, as required by law. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against claims, damages, losses and expenses, arising out of or resulting from performance of the Contractor's work under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Contractor or anyone directly or indirectly employed by Contractor.

8. WARRANTY: Contractor shall pay for all materials furnished and work and labor performed under this Contract, and to the extent of Owner's payment for the Work, agrees to indemnify the Owner against any claims, suits, or liens other than those of Contractor arising out of the Work. Contractor shall obtain and pay for all licenses and inspections necessary for its Work. Contractor warrants and guarantees the Work, and the materials



provided and agrees to make good, at its own expense, any defect in materials or workmanship which may occur up to one (1) year after substantial completion of the Work.

9. INDEPENDENT CONTRACTOR: Contractor is an independent contractor for all purposes relating to this Agreement.

10. COMPLIANCE WITH LAW: Contractor agrees that it will at all times comply with all applicable federal, state, and local regulations, laws, and ordinances in connection with labor and material furnished or work performed.

11. CHANGES: Owner may make changes in the Work at any time. Any request for adjustment of the contract price by Contractor must be made, in writing, within seven (7) days from the date such change is ordered or the cause for the request occurs. If an agreement cannot be reached on price, the Contractor shall be entitled to payment of all direct costs and expenses incurred for the changed work plus a markup for overhead and profit of 15%.

12. PROSECUTION OF WORK: (a) The Contractor shall furnish all labor, supervision, tools, equipment, material and supplies necessary for the performance of the Work in a proper, efficient and workmanlike manner. (b) Time is of the essence as to all aspects of this Agreement, including payment. (c) Contractor agrees to keep all work areas free from accumulation of waste materials, dirt, rubbish and debris caused by its operation.

13. SAFETY: Contractor shall comply with all applicable safety laws, rules and regulations of any nature whatsoever. Contractor shall indemnify Owner and save it harmless from any and all loss, cost and expense, arising out of or occasioned by the failure of the Contractor, or any of its officers, agents, employees, subcontractors or other persons engaged by Contractor in the performance the Work, to comply with any such safety laws, rule, and regulations.

14. RISK OF LOSS: The risk of loss by fire, weather or other causes beyond the control of the parties shall be the responsibility of the Owner at all times, including during the construction of the Work.

15. DISPUTE RESOLUTION: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association through its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Owner and Contractor hereby waive any right to trial by jury of any dispute arising out of or relating to this Agreement. This Agreement shall be construed and



interpreted in accordance with the laws of the State of Maryland. Contractor shall not be liable to Owner for any consequential damages, incurred by Owner as a result of any breach by Contractor.

16. SEVERABILITY: If any provision of this Agreement is held to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision.

17. ASSIGNMENT. Contractor shall not in whole or in part, assign this Agreement without the written consent of Owner.

IN WITNESS WHEREOF, the parties, by their duly authorized agents, have hereunto executed this Contract, on the date and year written above.

Town of La Plata

Owner

By: _____

Name: Noel C. Stevens

Title: Town Manager

L&S DIRT WORK LLC

Contractor

By: _____ 

Name: Ferdin Lemus

Title: President



RESOLUTION 26-04
Attachment 1



4560 CRAIN HWY STE 9,
WHITE PLAINS, MD 20695

(240) 926-4546

L.SDIRTWORK@GMAIL.COM

Exhibit A

No.	ITEM	UNIT	QTY
Item 0	Mobilization/Demobilization	LS	1.00
Item 0.1	Construction Stakeout	LS	1.00
Item 0.2	As-Builts	LS	1.00
Item 0.3	Permits	LS	5.00
Item 0.4	Testing	EA	15.00
Item 1	Ligth Clearing & Grubbing	AC	0.25
Item 2	Misc. Removal - Old Riser	LD	14.10
Item 3	Construction Entrance (Aprox 50 Tons/EA)	EA	1.00
Item 4	Temporary Access Road	SF	524.00
Item 5	Dewatering System	LS	1.00
Item 6	Silt Fence	FT	440.00
Item 7	Super Silt Fence	FT	203.00
Item 8	Sand Bags Wall	FT	372.00
Item 9	Temporary Stabilization	SY	1,066.33
Item 10	E&S Maintanance	WK	8.00
Item 11	E&S Removal	LS	1.00
Item 12	Cut to Waste - No dump fee required	CY	2,609.13
Item 13	Furnish & Install Grout in Voids between pipes	LS	1.00
Item 14	Furnish & Install 54" SLIP LINING HDPE	LF	510.00
Item 15	Cast In Place Structure Riser + Trash Rack	EA	1.00
Item 16	Furnish & Install Filter Diaphragm	TON	183.00
Item 17	Furnish & Install Plunge Pool - Rip Rap Class I	TON	232.00
Item 18	Furnish & Install 2' Clay Liner (2,603 SF)	CY	203.00

Any excess or unsuitable soil materials shall be hauled and disposed of at the designated location per Town of La Plata, unless otherwise specified in writing. The Contractor shall be responsible for removing and disposing of any concrete or other debris at an appropriate, approved disposal facility.



Request for Bid

Redwood Lake Stormwater Management Pond Rehabilitation Project

Town of La Plata

Bid No. RFB-SWM-2025-10-17

Town of La Plata

305 Queen Anne Street
La Plata, MD 20646

Table of Contents

Contents

REQUESTS FOR BIDS	3
BACKGROUND AND OBJECTIVE	3
SCOPE OF BID	3
DELIVERABLES AND TIMING	6
RECORDS & REPORTS	6
MINIMUM CONTRACTOR/INDIVIDUAL QUALIFICATIONS	6
REQUIRED SUBMITTALS FOR BID	6
SUBMISSION OF BIDS	7
BID DOCUMENTS	7
EVALUATION CRITERIA AND SELECTION PROCEDURES	7
COMPENSATION FOR SERVICES (FEE)	8
GENERAL CONDITIONS FOR BIDS	8
CONFIDENTIALITY	8
DURATION OF BIDS	8
AMENDMENT OR CANCELLATION OF THE RFB	8
BID MODIFICATIONS	8
PRESENTATION OF SUPPORTING EVIDENCE	9
ERRONEOUS DISBURSEMENT OF FUNDS	9
PROPOSAL PREPARATION COSTS	9
THIS SOLICITATION IS NOT A CONTRACT	9
SUB-CONTRACTORS	9
LEGAL TERMS	9
BID DOCUMENTS	10
CONTRACTOR INFORMATION	10
BID FORM PRICE AUTHORIZATION	11
INSURANCE REQUIREMENT	12
COMPANY BACKGROUND	13
REFERENCES	14
APPENDIX A: Conditions for Construction Projects	15

REQUESTS FOR BIDS

The Town of La Plata, Maryland invites sealed responses from qualified contractors to this Request for Bid (RFB), for Redwood Lake Stormwater Management Pond Rehabilitation Project for the Town of La Plata.

BACKGROUND AND OBJECTIVE

The Town of La Plata is located in Southern Maryland about 30 miles southeast of Washington, DC, 60 miles south of Baltimore, 45 miles southwest of Annapolis, and 80 miles north of Richmond, Va. It serves as the county seat for the Charles County Government and was originally founded in the 1870's as the Pennsylvania Railroad was granted a right of way to build its tracks and station. The Town of La Plata was incorporated on April 4, 1888. Since La Plata's inception, it has grown into a beautiful small town of 10,878 residents (2020 Census) with hundreds of small businesses that serve Southern Maryland.

The purpose of this RFB is to solicit bids for Redwood Lake Stormwater Management Pond Rehabilitation Project in the Town of La Plata, in accordance with the attached plans, permits, specifications, and bid documents, including the construction addendum in Appendix A.

The Town is requesting sealed bids from qualifying contractors to enter a contract to retrofit an existing stormwater management pond on Redwood Cir as a part of the Town's NPDES Phase II Permit, in conformance with the provided and approved engineering plans, permits, and specifications.

RFB Solicitation Schedule:

Date – Solicitation – Friday, October 17th

Date – Pre-Bid meeting: Monday, October 27th at 2:00 PM

Date – Questions Due: Tuesday, November 4th by 5:00 PM

Date – Question Addendum Due: Wednesday, November 12th by 2:00 PM

Date - Bids Due/Bid Opening: Wednesday November 19th at 2:00 PM

Date – Notification of Intent to Award: Wednesday, December 3rd

SCOPE OF BID

The Town of La Plata, Maryland, is requesting sealed bids from qualifying contractors to enter a contract to Retrofit an existing Stormwater management pond built in the 1980s in the Clarks Run neighborhood to meet current stormwater management standards based on the approved engineering plans, specifications, permits, and bid documents.

All materials and services needed to complete work efforts under this contract, unless otherwise noted, will be supplied by the Contractor, including equipment, labor, and debris disposal. Any excess unsuitable soil materials will be hauled to a location at Tilghman Lake Park, unless otherwise specified. The contractor will haul away any concrete or other debris to a suitable approved disposal location. The contractor will be responsible for any and all erosion and sediment control installation and maintenance, including any dewatering, sampling, and/or monitoring, as required by the permits. The Contractor(s) will perform all required administration, management, inspection coordination, and quality assurance to ensure proper execution of services under this contract. All work performed shall be coordinated with the TOWN OF LA PLATA Project Manager, as applicable to this job.

This RFB and the specifications herein are being offered to qualify and select a Contractor(s) to furnish all necessary labor, equipment, materials (unless otherwise stated), stake-out, supervision, tools, services, and all related incidentals required to perform all work necessary. The requirements outlined herein and any available engineering plan sets are intended as an aid to acquaint Bidders with what is required to execute the work on this contract. These specifications will serve as the source documents for work performed throughout construction and until completion of work.

- A. If the Contractor(s) foresees that he/she is going to exceed the original estimate in the quotation, he/she must notify the Project Manager for approval prior to proceeding with any additional work. The Town shall not pay for additional work that the Contractor performs without the Town's approval.
- B. Guarantee – When applicable, the contractor shall furnish a one-year (1 year) guarantee of workmanship, dating from time of acceptance of the project and shall make good any defects which may occur during that period.

1. WORK HOURS

Per Town of La Plata Ordinance, no work is permitted before 7:00 a.m. or after 6:00 p.m., except within SHA ROW. The contractor should coordinate with SHA District 5 Utilities for work hours within SHA ROW. Work may also be performed on Saturdays between 8:00 a.m. and 6:00 p.m. with prior approval of the Project Manager. No work is to be performed on Sundays or Holidays.

2. JOB INSPECTION

The specifications for this Contract shall be those of the TOWN OF LA PLATA. The TOWN OF LA PLATA, or designee, will inspect work performed and perform facility inspections, soil and utility testing, where applicable throughout the term of this Contract for specific project assigned. The Project Manager reserves the right to request job inspection at any given time.

3. PRICING

Pricing shall include all costs including, but not limited to overhead, travel, mileage, vehicle / equipment fuel, labor, materials (unless otherwise stated), equipment operation, and disposal.

4. PAYMENT TERMS AND METHOD OF PAYMENT

Payment shall be made by TOWN OF LA PLATA for services performed after submittal of invoice(s) in an itemized format including the following information:

- Contract number;
- Job Site Title – Street Listing
- Date(s) / Times work performed;
- Contract labor / equipment unit price(s);
- Contractor's name and address;
- Invoice number; and
- Remit to address

Services shall not begin until Contractor receives written Notice to Proceed.

Invoices shall be submitted to:

TOWN OF LA PLATA

Accounts Payable
Attn: Cindy Bruce
305 Queen Anne Street
La Plata, Maryland 20646

Or electronically to invoices@townoflaplata.org

Payment of invoices shall be made within thirty (30) calendar days, more or less, of receipt of the properly itemized invoices for services performed and accepted by the TOWN OF LA PLATA and approval by the project manager.

All items as described in the Contract shall be paid for on the basis of the contract pricing as specified, and such prices and payment shall be full compensation for all labor including equipment and incidentals, and disposal necessary to complete the work as specified. The Town of La Plata will supply any materials unless otherwise noted.

5. 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 three (3) 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.

6. 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 hourly labor cost, the Contractor may request an annual price percentage 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.
- C. If approved, any price adjustment will become effective the first date of the renewal term and shall be made on the actual quantity of hourly labor services performed.

7. EXTRA WORK

Extra work over and above what is anticipated for this job caused by the Contractor's unfamiliarity with existing conditions will not be acceptable. However, the Contractor shall do such extra work as may be deemed necessary and requested by the TOWN OF LA PLATA, specific only to this job. No action on the proposed extra work will be started until approved by the Project Manager. No claim for extra work will be considered or allowed unless said work has been so ordered or approved in writing.

DELIVERABLES AND TIMING

All deliverables identified above are requested to be completed in FY 2026.

RECORDS & REPORTS

The Town will require the contractor to maintain an original set of records on work performed including daily reports, working papers, testing reports, certifications, and any other documents as may be required in performance of this work. The Town will be provided a duplicate set of records, but upon request may require the contractor to provide specific records for the purpose of confirming Town records or use in litigation.

MINIMUM CONTRACTOR/INDIVIDUAL QUALIFICATIONS

The respondent contractor selected shall be validly licensed and certified under all relevant federal, state, and local laws and regulations, to do business with the Town. Notwithstanding any of the qualifications specified in any other section of this Solicitation, the contractor shall meet the following minimum qualifications in order to be eligible to submit a Bid in response to this Solicitation:

- 1.) The contractor shall have a minimum of five (5) years' experience providing services similar to those under this Solicitation.
- 2.) The contractor shall be able to fulfill its obligations under the terms and conditions of this Solicitation and the Contract.

Contractors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a bid and maintain a regularly established place of business. An authorized representative of the Town may visit any contractor's place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, a contractor may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate the contractor is capable of satisfying the Town's needs and requirements.

REQUIRED SUBMITTALS FOR BID

To ensure a uniform review process and to obtain the maximum degree of comparability, each bid must be organized as follows:

1. General - A title page/cover letter on the contractor's stationary. The purpose of this letter is to provide a record of the transmittal of the bid and an acknowledgment of any amendments, addendums, and changes to the RFB. The letter should be signed by an individual who is authorized to commit the contractor to the services and requirements stated in this RFB.
2. Profile of the contractor, including the number of years in business, type of operation, number of employees, and a summary of the contractor's expertise and experience in performing the scope of services.
3. Narrative - The contractor shall submit a brief narrative highlighting the qualifications and experiences that substantiate the contractor as having substantial construction experience that directly relates to the contract presented herein. This experience could include concrete, stormwater, sewer, water, asphalt paving and patching, grading, excavation, etc. and should

include any and all relevant work experience required to complete the work specified in the RFB and the contractor's capacity to provide the services set forth in this RFB.

4. Work plan and timeline for completing of project.
5. Management plan and technical approach for completion of project.
6. References - Provide at least three references, providing name, address, contact person, title, phone number, and email.
7. Fees -Complete detailed bid price sheet with schedule of all fees, service charges, and the like. Clear description of optional or additional services, and reimbursable costs not included in the base fee, and an hourly rate.
8. Additional information required by this RFB.

SUBMISSION OF BIDS

The bid will be received by the Procurement and Asset Manager, no later than 2:00 PM, on Wednesday, November 19, 2025. Applicants must provide two (2) hard copies in a sealed envelope or one (1) electronic PDF of the RFB.

Town of La Plata

Attn: Colleen Wilson, Procurement and Asset Manager

PO Box 2268

La Plata, MD 20646

or emailed to: Colleen Wilson, Procurement and Asset Manager – cwilson@townoflaplata.org

For additional information or questions regarding the construction services specified in this request for bids (RFB), contact Colleen Wilson, Procurement and Asset Manager in writing by email at cwilson@townoflaplata.org. Questions specific to this solicitation will be accepted until 5:00 PM on Tuesday, November 4, 2025. Inquiries pertaining to this RFB shall give the RFB number, title, due date, and time. Unauthorized contact with other TOWN OF LA PLATA staff regarding this RFB may result in the disqualification of the Contractor. Verbal questions and/or answers will not be binding. Written questions will be answered in the form of an addendum that will be posted on the Town's website on or before Wednesday, November 12th by 2:00 PM.

The pre-bid meeting will be held at the La Plata Town Hall Council Chambers located at 305 Queen Anne St on Monday, October 27th at 2:00 PM. The pre-bid meeting may include a site visit, if requested.

BID DOCUMENTS

A contractor responding to this RFB for the “Redwood Lake NPDES BMP Retrofit Project **for the Town of La Plata**” must submit the Proposal Documents included at the end of this document. Failure to comply with these requirements may result in a disqualification of the vendor. The Town will base the selection of a contractor on documentation submitted in the Proposal Documents.

Applicants must also submit two (2) hard copies in a sealed envelope or one (1) electronic PDF of the RFB. Each vendor will be evaluated, rated and/or ranked, based on information provided in their Bid.

EVALUATION CRITERIA AND SELECTION PROCEDURES

Evaluation Criteria:

- Understanding the Requirements and Ability to Meet

- Work Plan and Timeline
- Management Plan and Technical Approach
- Contractor Experience and Capabilities
- Staff Qualifications, Experience and Capabilities
- Pricing

The RFBs will be opened and read at 2:00 PM on Wednesday, November 19th at 2:00 PM.

Bids from all contractors meeting the minimum qualifications detailed in this solicitation will be reviewed and evaluated. The contractors best meeting the experience and approach will then be selected for interviews.

The Town reserves the right to reject any and all RFB submissions and further reserves the right to re-issue the RFB.

COMPENSATION FOR SERVICES (FEE)

The Town intends to enter into a professional services contract(s) for the proposed project term. Compensation for the services rendered will be based upon a contract and is not to exceed fees provided in the response to this bid.

GENERAL CONDITIONS FOR BIDS

Failure to read the (RFB) and comply with its instructions will be at the contractor's own risk. Corrections and/or modifications received after the closing time specified in this RFB will not be accepted. The bid must be signed by a designated representative or officer authorized to bind the contractor contractually. Submission of a signed bid to the Town will be interpreted to indicate the contractor's willingness to comply with all terms and conditions set forth the herein.

CONFIDENTIALITY

Bids will be available for public inspection after the award announcement, except as to the extent that contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the bid to facilitate public inspection of the non-confidential portion of the bid. Contractor's designation of material as confidential will not necessarily be conclusive, and the contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Public Information Act, Section 4-355 General Provisions Article, Annotated Code of Maryland.

DURATION OF BIDS

The bids and price bids submitted are irrevocable for a period of **120 days** following the bid due date.

AMENDMENT OR CANCELLATION OF THE RFB

The Town of La Plata reserves the right to cancel, amend, modify or otherwise change this application process at any time if it deems to be in the best interest of the Town of La Plata to do so.

BID MODIFICATIONS

No additions or changes to any bid will be allowed after the application due date, unless such modification is specifically requested by the Town of La Plata. The Town, at its option, may seek retraction and/or clarification by an applicant regarding any discrepancy or contradiction found during its review of applications.

PRESENTATION OF SUPPORTING EVIDENCE

Contractors responding to this solicitation must be prepared to provide substantiation of any experience, performance, ability and/or financial sureties claimed in their bid that the Town of La Plata deems to be necessary or appropriate.

ERRONEOUS DISBURSEMENT OF FUNDS

The Town of La Plata reserves the right to correct any inaccurate awards of monies under this program made to an applicant. This may include, in extreme circumstances, revoking an award of funds made under this program to an applicant subsequently awarding those funds to another applicant.

BID PREPARATION COSTS

Contractors are responsible for all costs and expenses incurred in the preparation of a bid to respond to this solicitation.

THIS SOLICITATION IS NOT A CONTRACT

This solicitation is not a contract and will not be interpreted as such.

SUB-CONTRACTORS

The contractor submitting a bid certifies and warrants that all payments of fees charged by any sub-contractors pursuant to that contract are the sole responsibility of the contractor.

LEGAL TERMS

It is the policy of the Town of La Plata that all legal disputes are heard in a court of law in Charles County, Maryland, and that each party is responsible to pay for the cost of their own legal fees.

The Town of La Plata will not agree to terms that are not consistent with this policy.

END OF RFB

BID DOCUMENTS

In order to qualify for this Project, Contractors must submit all information requested in the following pages.

CONTRACTOR INFORMATION

Bids must adhere to the format of these Bid forms and content of this RFB. Bids will not be evaluated unless all parts of the Bid form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Contractor Name

Address

Town, State, Zip

Contact Person

Phone Number

Email Address

BID FORM PRICE AUTHORIZATION

By signing this Bid form, such action certifies that the Contractor has personal knowledge of the following: That said Contractor has examined the RFB and specifications, carefully prepared the Bid form, and has checked the same in detail before submitting said Bid; and that said Contractor, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Proposing in connection with this Bid. That all of said work will be performed at the Contractor's own proper cost and expense. The Contractor will furnish all necessary labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract. The Town will supply materials unless otherwise noted. The undersigned, being a reputable Contractor and having submitted the necessary pre- qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Bid:

Name of Contractor _____

Authorized Signature _____

Name and Title of Signatory _____

Date _____

Type of Organization (circle one): Corporation Partnership Proprietorship

SEAL:
(If corporation)

INSURANCE REQUIREMENT

Submit a certificate of Insurance from your insurance agent or insurance company that evidences your company's ability to obtain the following minimum insurance requirements. Attach and label as Exhibit 1.

1. Workers' Compensation

Coverage	Statutory	
A:		
Coverage	\$500,000	Bodily Injury by Accident for Each Accident
B:		
	\$500,000	Bodily Injury by Disease for Policy Limit
	\$500,000	Bodily Injury by Disease for Each Employee

2. Commercial Auto Liability Insurance for All Owners, Non-Owned and Hired Autos.

\$1,000,000	Combined Single Limit for Bodily Injury and Property Damage Liability
-------------	---

3. Commercial General Liability Insurance

\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury Limit
\$1,000,000	Combined Single Limit Bodily Injury & Property Damage – Each Occurrence
\$50,000	Fire Legal Limit
\$5,000	Medical Payment

4. Umbrella/Access Liability Insurance

\$2,000,000	Each Occurrence
-------------	-----------------

COMPANY BACKGROUND

Company Name _____

Main Office Location _____

Year Founded _____

Project Manager Name _____

Project Manager Phone _____

Project Manager Email _____

Years of Experience _____

Has the company ever operated under another name? If yes, what name?

Do you have the equipment and staff available to start within 10 days of notice to proceed?

If no to the previous question, how long would it take to have the equipment and staff available?

Has the company ever done work with the Town of La Plata? If yes, when and what type of work.

REFERENCES

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

Name of Project _____

Owner of Project _____

Address of Project _____

Contact _____

Phone Number _____

Email Address _____

Description of Work

Comments

Appendix A: Conditions for Construction Projects

SATURDAY, SUNDAY, AND HOLIDAY WORK

No work shall be performed on Sundays, Holidays, or after 6:00 p.m. on weekdays without the prior written consent of the Project Manager, except within SHA ROW. The contractor should coordinate with SHA District 5 Utilities for allowable work hours within SHA ROW. Violation shall result in work performed going unpaid to Contractor.

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.

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 (2 ½) 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 payment and shall be paid by the Contractor in addition to any liquidated damages the Contractor's may be charged with. The Contractor's payment and the contract price shall be adjusted by a Change Order.

NOTIFICATION OF PROJECT MANAGER

Contractor shall notify the project manager at least twenty-four (24) hours prior to commencing or recommencing work. If work has been suspended for any reason other than normal non-working days notice to restart work is required. Violation shall result in work being declared unsatisfactory, incomplete, and subject to being redone at the Contractor's expense. This is to ensure adequate time to make any necessary public notifications.

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.

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 be responsible for traffic management within the work area.

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 TOWN OF LA PLATA's responsibility to adjust any utilities and/or obstructions within the specified work area(s) as needed to perform work.

Payment for the adjustment of the service utilities is the TOWN OF LA PLATA's. Payment for damaged utilities post adjustment 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 TOWN OF LA PLATA'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 or required, these adjustments shall be made by the TOWN OF LA PLATA, or designated party, and in advance of construction.

The Contractor shall be responsible for contacting MISS UTILITY prior to beginning construction and no sooner than 3 business days but no later than 12 business days ahead of planned excavation or demolition.

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

If/where applicable, 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 unless and 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 or Town owned easements 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

If/where applicable, 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.

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, facilities, roadways, sidewalks, and their appurtenances should be kept thoroughly clean throughout, if/where applicable. 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, facilities, roadways, sidewalks, 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 WORK AND MATERIALS

It shall be the responsibility of the Contractor to adequately protect curb, gutter, roadways, facilities, and other adjacent structures when performing work. 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 work area the Contractor shall protect manhole frames and covers and other similar utility road structures with paper or other means before performing work to the area.

After work 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 project specifications given by the Project Manager; and defective work shall be made good and unsuitable material installation 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 and jointly examined by the Contractor and Project Manager for defects, just before placing, and any found defectives shall not be placed in the work.

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.

COMPLETENESS

All information required by this RFB 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.



**MARYLAND DEPARTMENT OF THE ENVIRONMENT
WATER AND SCIENCE ADMINISTRATION**

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
GENERAL PERMIT FOR DISCHARGES FROM
SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS**

**GENERAL DISCHARGE PERMIT NO. 13-IM-5500
GENERAL NPDES NO. MDR055500**

Final Determination: April 27, 2018
Effective Date: October 31, 2018
Expiration Date: October 30, 2023

This National Pollutant Discharge Elimination System (NPDES) general permit covers small municipal separate storm sewer systems (MS4s) in certain portions of the State of Maryland. MS4 owners and operators to be regulated under this general permit must submit a Notice of Intent (NOI) to MDE by October 31, 2018. An NOI serves as notification that the MS4 owner or operator intends to comply with the terms and conditions of this general permit.

PART I.	COVERAGE UNDER THIS GENERAL PERMIT.....	1
A.	Permit Area	1
B.	Regulated Small MS4s.....	1
C.	Obtaining Coverage	1
D.	Definitions.....	1
PART II.	NOTICE OF INTENT REQUIREMENTS.....	2
A.	Deadlines for Notification.....	2
B.	Contents	2
C.	Where to Submit	2
PART III.	WATER QUALITY.....	3
PART IV.	MINIMUM CONTROL MEASURES.....	3
A.	Public Education and Outreach.....	4
B.	Public Involvement and Participation.....	5
C.	Illicit Discharge Detection and Elimination (IDDE)	5
D.	Construction Site Stormwater Runoff Control	7
E.	Post Construction Stormwater Management	8
F.	Pollution Prevention and Good Housekeeping	9
PART V.	CHESAPEAKE BAY RESTORATION AND MEETING TOTAL	
	MAXIMUM DAILY LOADS	11
A.	Develop a Baseline Impervious Area Assessment.....	11
B.	Develop and Implement an Impervious Area Restoration Work Plan	12
C.	Develop a Restoration Activity Schedule	13
D.	BMP Database Tracking.....	14
PART VI.	EVALUATION AND ASSESSMENT, RECORDKEEPING,	
	REPORTING, AND PROGRAM REVIEW.....	15
A.	Evaluation and Assessment.....	15
B.	Recordkeeping	15
C.	Reporting.....	15
D.	Program Review.....	16

PART VII.	STANDARD PERMIT CONDITIONS	16
A.	Duty to Comply.....	16
B.	Failure to Notify.....	16
C.	Limitations on Coverage.....	16
D.	Penalties Under the CWA - Civil and Criminal.....	17
E.	Penalties Under the State’s Environment Article - Civil and Criminal.....	17
F.	Need to Halt or Reduce Activity not a Defense.....	18
G.	Continuation of an Expired General Permit.....	18
H.	Duty to Mitigate.....	18
I.	Duty to Provide Information.....	18
J.	Other Information	18
K.	Requiring an Individual Permit.....	18
L.	Property Rights	19
M.	Severability	19
N.	Permit Actions and Reopener Clause	19
O.	Signature of Authorized Administrator and Jurisdiction.....	20
P.	Inspection and Entry	20
Q.	Proper Operations and Maintenance.....	20
R.	Reporting Requirements	20
PART VIII.	AUTHORITY TO ISSUE GENERAL NPDES PERMITS	21
APPENDIX A	Maryland Designation Criteria for Small Municipal Separate Storm Sewer Systems.....	A-1
APPENDIX B	Compliance with General Permit Requirements for Small Municipal Storm Sewer Systems	B-1
APPENDIX C	Municipal Small MS4 Notice of Intent.....	C-1
APPENDIX D	Municipal Small MS4 Progress Report.....	D-1

PART I. COVERAGE UNDER THIS GENERAL PERMIT

A. Permit Area

This National Pollutant Discharge Elimination System (NPDES) general permit covers small municipal separate storm sewer systems (MS4s) in certain portions of the State of Maryland (State) as defined under Title 40 of the Code of Federal Regulations (CFR) § 122.26(b)(16) and 122.32(a)(1).

B. Regulated Small MS4s

MS4 owners or operators required to obtain coverage under this general permit are those located within the geographical area of:

1. Urbanized areas as determined by the latest Decennial Census by the United States (U.S.) Census Bureau; or
2. Other MS4s designated by the Maryland Department of the Environment (MDE) under the Clean Water Act (CWA) and associated regulations.

C. Obtaining Coverage

Owners or operators of MS4s regulated under this general permit must apply for coverage by submitting a Notice of Intent (NOI) according to requirements in Part II below, using the form provided by MDE in Appendix C. A list of MS4 owners and operators required to obtain permit coverage is found in Appendix A. A small municipality may be a co-permittee or coordinate with a surrounding county covered under an MS4 NPDES stormwater permit.

D. Definitions

Terms used in this permit are defined in relevant chapters of 40 CFR § 122 or the Code of Maryland Regulations (COMAR) 26.08.01, 26.17.01, and 26.17.02. Terms not defined in CFR or COMAR shall have the meanings attributed by common use.

PART II. NOTICE OF INTENT REQUIREMENTS

A. Deadlines for Notification

MS4 owners and operators identified in Appendix A must apply for coverage under this general permit and submit to MDE an NOI that contains the information outlined in Part II.B by October 31, 2018.

B. Contents

An NOI serves as notification that the MS4 owner or operator intends to comply with this general permit. The NOI form is provided in Appendix C of this permit. The NOI must contain the following:

1. The name, address, telephone number, and e-mail address of the responsible contact person for the required MS4 programs listed in Parts IV and V of this general permit;
2. A brief description of the jurisdiction. This must include the approximate size, land uses, a description of the stormwater conveyance system, and a list of properties owned or operated by the permittee covered under the Maryland General Permit for Stormwater Discharges Associated with Industrial Activity or an industrial individual surface water discharge permit;
3. A brief description of any agreements with another entity when responsibilities for permit compliance are shared between the permittee and entity. The relationship and specific duties of all parties must be provided;
4. An estimate of the anticipated expenditures to implement the required programs specified in this general permit; and
5. An authorized signature according to Part VII.O of this general permit.

C. Where to Submit

MS4 owners or operators applying for coverage under this permit must submit NOIs to the following:

Maryland Department of the Environment
Water and Science Administration
Sediment, Stormwater, and Dam Safety Program
1800 Washington Boulevard
Suite 440
Baltimore, Maryland 21230-1708

PART III. WATER QUALITY

MS4 owners and operators covered under this general permit must manage, implement, and enforce management programs for controlling all stormwater discharges in accordance with the CWA and corresponding stormwater NPDES regulations, 40 CFR § 122, to meet the following requirements:

1. Effectively prohibit pollutants in stormwater discharges or other unauthorized discharges into the MS4 as necessary to comply with Maryland's receiving water quality standards;
2. Attain applicable wasteload allocations (WLAs) for each established or approved Total Maximum Daily Load (TMDL) for each receiving water body, consistent with Title 33 of the U.S. Code (USC) 1342(p)(3)(B)(iii); 40 CFR § 122.44(k)(2) and (3); and
3. Comply with all other provisions and requirements contained in this general permit, and in plans and schedules developed in fulfillment of this permit.

Compliance with the conditions contained in Parts IV and V of this permit shall constitute compliance with Section 402(p)(3)(B)(iii) of the CWA and adequate progress toward compliance with Maryland's receiving water quality standards and any stormwater WLA approved by the U.S. Environmental Protection Agency (EPA) for this permit term.

PART IV. MINIMUM CONTROL MEASURES

Permittees must ensure that the following minimum control measures (MCMs) are implemented in the jurisdiction served by the small MS4 covered under this permit. The six MCMs described below include Public Education and Outreach, Public Involvement and Participation, Illicit Discharge Detection and Elimination, Construction Site Stormwater Runoff Control, Post Construction Stormwater Management, and Pollution Prevention and Good Housekeeping. Specific requirements for compliance with this general permit are outlined for each MCM below. Permittees must report on the status of implementation of these required programs in accordance with the MS4 Progress Report (Appendix D).

Any permittee renewing coverage under the general permit must continue to make progress on permit requirements and report information as described below. All new permittees must begin development of programs described below within the first year of permit issuance and initiate implementation of programs thereafter. MS4 Progress Reports must document program development and demonstrate full implementation of all permit requirements by the end of the five-year permit term.

Permittees can choose to utilize partnerships or share responsibilities with other entities for compliance with any requirement of this general permit. This may entail establishing partnerships with the surrounding county or a municipality performing similar activities under the requirements of an NPDES MS4 permit. If responsibilities for permit compliance are shared

between the permittee and another entity, the relationship and specific duties of all participating entities must be described in the NOI and updated information provided in the MS4 Progress Report. However, the permittee shall remain responsible for compliance with all conditions of this general permit. For this reason, a legally binding contract, memorandum of understanding (MOU), or other similar means must be executed between the permittee and all other entities to avoid conflicts resulting from noncompliance with this general permit.

A. Public Education and Outreach

Permittees are required to implement and maintain a public education and outreach program, and distribute education materials to the community and employees to help reduce the discharge of pollutants caused by stormwater runoff. This entails developing brochures, booklets, and training programs to educate the public about the impacts of stormwater discharges on receiving waters, why controlling these discharges is important, and what the public can do to reduce pollutants in stormwater runoff. This program may be coordinated with other portions of the permittee's MS4 program or developed independent of other pollution control efforts.

Renewal permittees must update and continue to maintain their public education and outreach program. New permittees must begin development of this program within the first year of permit issuance and initiate implementation thereafter. All permittees must provide program updates in accordance with the MS4 Progress Report specified for this MCM. MS4 Progress Reports must document program development and demonstrate full implementation of all permit requirements by the end of the five-year permit term.

In order to comply with this MCM, all permittees must:

1. Develop a process by which the public can report water quality complaints that must include a phone number, within one year of permit issuance;
2. Determine the target audience within the jurisdiction and develop materials to educate the audience on the impact of stormwater. These topics may include water conservation, chemical application on lawns and landscaping, proper car wash procedures, proper disposal of paint and other household hazardous waste, recycling and trash pick-up, and proper pet waste disposal;
3. Distribute stormwater educational materials through newsletters, websites, or other appropriate methods. Submit examples of educational material to MDE in accordance with reporting requirements;
4. Develop and implement an annual employee training program that addresses appropriate topics to prevent or reduce the discharge of stormwater pollution into the MS4. Submit topics selected and attendee list to MDE in accordance with reporting requirements; and

5. Briefly describe in reports to MDE how the education programs complement and strengthen other programs of the MS4 permit.

B. Public Involvement and Participation

Permittees are required to create and foster opportunities for public participation in the MS4 management program for controlling stormwater discharges. Recommended activities include adopt-a-stream programs, public surveys, storm drain stenciling, stream cleanups, tree plantings, and Earth Day events. This program may be coordinated with other portions of the permittee's MS4 program or developed independent of other pollution control efforts.

Renewal permittees must update and continue to maintain their public involvement and participation program. New permittees must begin development of this program within the first year of permit issuance and initiate implementation thereafter. All permittees must provide program updates in accordance with the MS4 Progress Report specified for this MCM. MS4 Progress Reports must document program development and demonstrate full implementation of all permit requirements by the end of the five-year permit term.

In order to comply with this MCM, all permittees must:

1. Determine the target audience within the jurisdiction to promote public involvement and participation activities;
2. Specify activities appropriate for the target audience and promote participation;
3. Perform at least five public events during the permit term and report to MDE in accordance with reporting requirements;
4. Provide public access to the permittee's MS4 Progress Reports via website or other method and consider any substantive public comments received concerning the permittee's MS4 program; and
5. Comply with all State and federal public notice requirements for any regulated activity associated with this general permit.

C. Illicit Discharge Detection and Elimination (IDDE)

Permittees are required to develop, implement, and enforce a program to detect and eliminate illicit discharges into the MS4 in accordance with 40 CFR § 122.34(b)(3). A permittee will satisfy this MCM by field screening outfalls, inspecting the MS4 to identify sources of illicit discharges, eliminating illegal connections or illicit discharges, and enforcing penalties where appropriate. The illicit discharge program must also address illegal dumping and spills. Additional guidance is provided in Appendix B, Section II to assist permittees with the development of an acceptable IDDE program.

Renewal permittees must update and continue to maintain their IDDE program. New permittees must begin development of this program within the first year of permit issuance and initiate implementation thereafter. All permittees must provide program updates in accordance with the MS4 Progress Report specified for this MCM. MS4 Progress Reports must document program development and demonstrate full implementation of all permit requirements by the end of the five-year permit term.

In order to comply with this MCM, all permittees must:

1. Develop and maintain an updated map of the MS4 that identifies all stormwater conveyances, outfalls, stormwater best management practices (BMPs), and waters of the U.S. receiving stormwater discharges;
2. Adopt an ordinance or other regulatory means that prohibits illicit discharges into the MS4;
3. Establish and document legal means for gaining access to private property to investigate and eliminate illicit discharges (e.g., ordinance, easements);
4. Develop and implement written standard operating procedures (SOPs) that specify the following:
 - a. An inspection checklist describing how outfalls are screened for dry weather flows (see Figure B.2 of Appendix B for an example of an outfall screening checklist);
 - b. Screening of 20% of total outfalls per year, up to 100 outfalls;
 - c. Procedures for identifying the source, and eliminating spills, illegal dumping, and other suspected illicit discharges;
 - d. Identification of priority areas for illicit discharge screening based on pollution potential;
 - e. Enforcement and penalty procedures;
 - f. Procedures to inform employees, businesses, and the general public of the issues relating to illegal discharges and improper waste disposal; and
 - g. Coordination with adjacent/interconnected MS4 operator(s).
5. Submit SOPs to MDE for review and approval within two years of permit issuance. MDE will review for consistency with guidance in Appendix B, Section II;
6. Document results of illicit discharge screening efforts, including a description of how screening locations were prioritized and any necessary follow-up investigations, enforcement, and remediation measures implemented to address any suspected discharge. Submit to MDE in accordance with reporting requirements; and

7. Maintain complete records of IDDE program investigations and make available to MDE during field reviews of the permittee's MS4 program.

D. Construction Site Stormwater Runoff Control

Permittees are required to comply with Environment Article, Title 4, Subtitle 1, Annotated Code of Maryland and State erosion and sediment control regulations under COMAR 26.17.01. The statute and COMAR specify the requirements for any construction activity that disturbs 5,000 square feet of land area or 100 cubic yards or more of earth movement. MDE considers compliance with the State statute to be compliance with this MCM of this general permit, and 40 CFR § 122.34(b)(4).

All permittees must provide program updates in accordance with the MS4 Progress Report specified for this MCM. MS4 Progress Reports must document program development and demonstrate full implementation of all permit requirements by the end of the five-year permit term. In order to comply with State and federal laws and regulations pertaining to an acceptable erosion and sediment control program, all permittees must:

1. Adopt an MDE approved ordinance that includes a process for plan review and approval of proposed construction drawings and erosion and sediment control plans, and inspection and enforcement procedures in accordance with COMAR 26.17.01. Subsequently, any proposed amendments to the ordinance must be submitted to MDE for review and approval;
2. A municipality may accept the program that is being implemented by its respective county or the State of Maryland. Each permittee that relies on its respective county for the implementation of an erosion and sediment control program must execute a binding agreement or resolution with said county. The agreement must clarify respective roles of all parties related to plan review and approval, construction site inspections, and enforcement;
3. Require compliance with requirements under MDE's *2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control* or most recent revision and COMAR 26.17.01;
4. Ensure all necessary permits have been obtained, including MDE's General Permit for Stormwater Associated with Construction Activity for projects disturbing one acre or more, and local sediment and erosion control plan approval;
5. Develop a process for receiving, investigating, and resolving complaints from any interested party related to construction activities within the jurisdiction. Notify the complainant of the investigation and findings within seven days;

6. Track all active grading permits within the jurisdiction and report to MDE the disturbed areas for all active grading permits in accordance with reporting requirements;
7. Ensure that construction site inspections and enforcement procedures are performed in accordance with COMAR. For permittees that are not delegated, this will require ongoing communication and collaboration with the enforcement authority to ensure that any violations are properly addressed;
8. Use procedures within existing municipal codes to help prevent and reduce erosion and sediment pollution into waters of the State from any construction activity. A municipality may suspend or deny the issuance of a building or grading permit when it determines that the applicant is not in compliance with an approved erosion and sediment control plan; and
9. Ensure staff is adequately trained on proper procedures and actions to address potential discharge of pollutants into the MS4 as a result of any construction activity. The Responsible Personnel Certification on-line training course through MDE must be made available to appropriate staff.

E. Post Construction Stormwater Management

Permittees are required to maintain an acceptable stormwater management program in accordance with Environment Article, Title 4, Subtitle 2, Annotated Code of Maryland and State stormwater management regulations under COMAR 26.17.02. The statute and COMAR require that stormwater management must be addressed for new development and redevelopment for any proposed project that disturbs 5,000 square feet or more of land area. MDE considers compliance with the State statute to be compliance with this MCM of this general permit, and 40 CFR § 122.34(b)(5).

All permittees must provide program updates in accordance with the MS4 Progress Report specified for this MCM. MS4 Progress Reports must document program development and demonstrate full implementation of all permit requirements by the end of the five-year permit term. In order to comply with State and federal laws, regulations, ordinances, and procedures pertaining to an acceptable stormwater management program, all permittees must:

1. Adopt an MDE approved stormwater management ordinance that provides plan review and approval processes, and inspection and enforcement procedures that ensure proper construction and maintenance of BMPs in accordance with COMAR 26.17.02. Subsequently, any proposed amendments to the ordinance must be submitted to MDE for review and approval;
2. A municipality may accept an MDE approved stormwater program that is being implemented by its respective county. Each permittee relying on the county for the implementation of a stormwater management program must execute a binding

agreement or resolution with said county. The agreement must clarify respective roles of all parties related to stormwater plan review and approval, construction and post construction inspections, routine maintenance, enforcement, and BMP tracking;

3. Require that all new and redevelopment projects adhere to the design criteria and performance standards in the latest version of the *2000 Maryland Stormwater Design Manual, Volumes I & II* (Manual). This includes that environmental site design (ESD) be implemented to the maximum extent practicable (MEP);
4. Maintain stormwater program implementation information and provide updates in accordance with the MS4 Progress Report that include:
 - a. An Urban BMP database in accordance with the database structure in Appendix B, Tables B.1.a, b, and c. This information must be annually submitted to MDE with MS4 Progress Reports;
 - b. Total number of triennial inspections performed and verification that inspections occur at least once every three years;
 - c. Total number of violation notices issued and status of enforcement activities; and
 - d. Summary of routine maintenance activities for all publicly owned BMPs. Maintenance plans must address periodic mowing, plant composition and health, trash and debris accumulation, sedimentation and erosion, dewatering, and overall function of the BMP in accordance with approved plans. Specify any actions taken to correct problems noted during routine maintenance activities.
5. Provide training to stormwater program staff and to staff responsible for proper BMP design, performance, inspection, and routine maintenance. Report to MDE the number of trainings offered, topics covered, and number of attendees.

F. Pollution Prevention and Good Housekeeping

Permittees are required to develop and implement an operation and maintenance program that includes a training component to prevent and reduce pollutant runoff from municipal operations in accordance with 40 CFR § 122.34(b)(6). A permittee will satisfy this MCM by developing, implementing, and maintaining procedures for pollution prevention and good housekeeping on permittee owned or operated properties and roads as outlined below.

Renewal permittees must update and continue to maintain their pollution prevention and good housekeeping program. New permittees must begin development of this program within the first year of permit issuance and initiate implementation thereafter. All permittees must provide program updates in accordance with the MS4 Progress Report. MS4 Progress Reports must document program development and demonstrate full implementation of all permit requirements by the end of the five-year permit term.

In order to comply with this MCM, all permittees must:

1. Ensure that appropriate staff and contractors receive training at least annually. The training must be designed to reduce or eliminate the discharge of pollutants during municipal operations. Training may include in-person, online, toolbox talks, on-the-job, or other formats, and permittees may build on existing training activities to fulfill this requirement. Topics must include spill prevention and response, proper disposal of waste, and periodic visual inspections to detect and correct potential discharges at properties owned or operated by the permittee;
2. Develop, implement, and maintain a good housekeeping plan for permittee owned or operated properties where any of the following activities is performed: maintenance of vehicles or heavy equipment, and handling of any of the following materials: deicers, anti-icers, fertilizers, pesticides, road maintenance materials such as gravel and sand, or hazardous materials. A standard plan may be created to address multiple properties where similar activities are conducted, provided the below items are addressed. The plan must include:
 - a. A description of site activities;
 - b. A list of potential pollutants including their sources and locations on the site. The plan must consider conveyance of stormwater entering, flowing across, and leaving the site;
 - c. Written good housekeeping procedures designed to prevent discharge of pollutants off site that include regular visual inspections to detect potential discharges;
 - d. Written procedures for corrective actions to address any release, spill, or leak on site; and
 - e. Documentation of any discharge, release, leak, or spill, including date, findings, and response actions.
3. Quantify and report pollution prevention efforts related to the following activities:
 - a. Number of miles swept and pounds of material collected from street sweeping and inlet cleaning programs, as applicable;
 - b. Good housekeeping methods for pesticide application such as integrated pest management plans or alternative techniques;
 - c. Good housekeeping methods for fertilizer application such as chemical storage, landscaping with low maintenance/native species, and application procedures;
 - d. Good housekeeping methods for snow and ice control such as use of pretreatment, truck calibration and storage, and salt dome storage and containment; and
 - e. Other good housekeeping methods performed by the permittee not listed above.

4. Submit in the NOI a list of properties owned or operated by the permittee where the activities listed in this MCM are performed, and indicate which are covered under the Maryland General Permit for Stormwater Discharges Associated with Industrial Activity. Provide an update in annual reports if the status of industrial activity permit coverage changes for any property.

PART V. CHESAPEAKE BAY RESTORATION AND MEETING TOTAL MAXIMUM DAILY LOADS

Maryland's Watershed Implementation Plan (WIP) specifies the nutrient and sediment load reductions required to address the Chesapeake Bay TMDL by 2025. This general permit will make progress toward that strategy by requiring small MS4s to commence restoration efforts for twenty percent of existing developed lands that have little or no stormwater management. This five-year permit term requires permittees to develop planning strategies and work toward implementing water quality improvement projects. Restoration planning strategies and implementation schedules required under this general permit are consistent with addressing the water quality goals of the Chesapeake Bay TMDL by 2025. The conditions established below require permittees to perform watershed assessments, identify water quality improvement opportunities, secure appropriate funding, and develop an implementation schedule to show the twenty percent impervious area restoration requirement will be achieved by 2025. This constitutes adequate progress toward compliance with Maryland's receiving water quality standards and any stormwater WLA established or approved by EPA for small MS4s regulated under this permit.

Restoration efforts may include the use of ESD practices, structural stormwater BMPs, retrofitting, stream restoration, or other alternative restoration practices. Trading with other sectors may also be considered as another method to achieve pollutant reductions, once a program has been established, regulations are adopted, public participation requirements are satisfied, and its use is approved by EPA. Acceptable design criteria for stormwater BMPs are outlined in the Manual and MDE's 2014 *Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated*, referred to hereafter as the Accounting Guidance. Appendix B of this permit provides relevant guidance from the Accounting Guidance for small MS4 permittees to comply with these requirements. A permittee must demonstrate compliance with restoration requirements by performing the following:

A. Develop a Baseline Impervious Area Assessment

Permittees must determine the total impervious surface area within their jurisdictions and delineate the portions that are treated with acceptable water quality BMPs. This analysis will provide the baseline used to calculate the twenty percent restoration requirement. This must be done in accordance with the guidance outlined in Appendix B, Section III of this permit (which is consistent with the Accounting Guidance). The impervious area baseline assessment must be submitted with the first year Progress Report for MDE review and approval. The following information must be submitted with this assessment:

1. Total impervious acres in accordance with guidance in Appendix B, Section III of this general permit;
2. Total impervious acres treated by water quality BMPs;
3. Total impervious acres treated by BMPs providing partial water quality treatment;
4. Total impervious acres treated by nonstructural practices (i.e., rooftop disconnections, non-rooftop disconnections, or vegetated swales);
5. Verification that any impervious area draining to BMPs with missing inspection records are not considered treated; and
6. Total impervious acres untreated and twenty percent of this total area (i.e., the restoration requirement).

B. Develop and Implement an Impervious Area Restoration Work Plan

Permittees must submit a work plan with the first year MS4 Progress Report to describe the activities and milestones that will be performed over the permit term to show progress toward the twenty percent impervious area restoration requirement. This will form the basis of a long term plan; however, the plan may be adjusted and refined as part of the adaptive management process over the course of the permit term. A work plan, recommended in the format of Table 1 below, must be submitted to MDE annually to describe progress and any modifications necessary to remain on track with restoration requirements. A suggested work plan is provided in Table 1. Permittees may use the work plan or develop a custom plan that addresses the unique circumstances of individual jurisdictions for MDE review and approval.

Table 1. Impervious Area Restoration Work Plan

Timeline	Management Strategies and Goals
Year 1	<ul style="list-style-type: none"> • Develop impervious area baseline assessment. • Develop restoration work plan for MDE review and approval. • Assess opportunities and timelines for implementing water quality BMPs. • Assess opportunities to develop partnerships with other NPDES permittees. • Determine funding needs and develop a long term budget.
Year 2	<ul style="list-style-type: none"> • Update and submit Urban BMP database. • Maintain inspection records for all BMPs. • Perform watershed assessments and identify water quality problems and opportunities for restoration. • Develop list of specific projects to be implemented for restoration and identify on the Restoration Activity Schedule (Table 2). • Incorporate future growth agency-wide/jurisdiction-wide master plans into restoration planning efforts. • Evaluate and refine budget needs for project implementation.

Timeline	Management Strategies and Goals
Year 3	<ul style="list-style-type: none"> • Update and submit Urban BMP database and documented maintenance and inspection status for all BMPs. • Develop adaptive management strategies for BMP implementation that identify opportunities for improved processes and procedures. • Continue to identify opportunities for water quality improvement projects and collaborative partnerships to meet restoration requirements.
Year 4	<ul style="list-style-type: none"> • Update and submit project implementation status in Table 2. • Update and submit Urban BMP database and documented maintenance and inspection status for all BMPs. • Submit narrative describing progress and updated adaptive management strategies toward implementing restoration projects.
Year 5	<ul style="list-style-type: none"> • Update and submit project implementation status in Table 2. • Provide complete list of specific projects needed to meet the twenty percent restoration requirement in Table 2 and include the projected implementation year (no later than 2025).

C. Develop a Restoration Activity Schedule

Permittees are required to develop a Restoration Activity Schedule (Table 2) and provide annual updates on the status of projects in the planning, construction, and final phase of implementation. A brief narrative must accompany Table 2 and describe progress of planned restoration activities. Table 2 below provides an example of how to submit the required information. The table outlines a schedule for various BMPs under different stages of implementation during the permit term. The impervious acre baseline is indicated as 100 acres and noted in year one. With the implementation of each BMP, the balance toward achieving the restoration requirement is recalculated in the Impervious Acre Restoration Target and Balance (“Imperv Acre Target and Balance”) column. This plan must be continuously refined and updated over the duration of the permit term. By the end of the permit term, a complete list of projects required to meet the twenty percent restoration requirement must be provided. The projected implementation year must be no later than 2025.

Permittees may take credit for retrofit and redevelopment that has been implemented between January 1, 2006, and the beginning of the permit term. When the impervious area baseline analysis considers the drainage areas to these practices as untreated, then these projects may be credited toward impervious area restoration requirements. Credits may be reported using the Restoration Activity Schedule (Table 2) discussed below.

Impervious acre credits are based on the level of water quality treatment provided. When water quality BMPs treat one inch of rainfall, the impervious acres draining to the BMP will be considered restored. When the rainfall treated is less than one inch, a proportional acreage will be calculated for impervious acres treated based on the percentage of one inch of rainfall treated. When the rainfall treated is greater than one inch, credit is granted according to the Accounting Guidance. When alternative BMPs are

implemented, acreage may be calculated based on an impervious acre equivalent identified in Appendix B, Table B.4. Additional information on BMP implementation and impervious acre credits may be found in the Accounting Guidance.

Table 2. Restoration Activity Schedule (Example)

Type of Restoration Project	BMP ¹ Code	Cost (\$K) ²	Imperv Acres Treated	Imperv Acre Target and Balance	Project Status ³	Year Complete or Projected Implementation Year (by 2025)	MD Grid Coordinates	
							Northing	Easting
				100				
Dry pond retrofit to wet	PWET	1,500	36	64	UC			
Bioretention	FBIO	260	6	58	P			
Bioswale	MSWB	100	2	56	P			
Dry pond retrofit to wet	PWET	800	10	46	P			
BMP retrofit	PWET	500	8	38	P			
Redevelopment	REDE	300	5	33	P			
Rain Gardens (4)	MRNG	20	2	31	P			
Disconn rooftop r/o	NDRR	200	10	21	P			
Stream restoration (1,000 linear feet)	STRE	500	10	11	P			
Outfall Stabilization	OUT	200	2	9	P			
Shallow marsh	WSHW	150	4	5	P			
Reforestation on Imperv	IMPF	100	3	2	P			
Green Roof, extensive	AGRE	100	0.5	1.5	P			
Perm pavement on existing pavement	APRP	150	2	-0.5	P			

¹ See Appendix B, Tables B.1.a, b, and c, Urban BMP database. BMP codes are identified under “MDE BMP Classification”

² Provide cost at project completion

³ Project Status: Enter P for planning and design, UC for under construction, and C for complete

D. BMP Database Tracking

Permittees are required to develop a BMP inventory consistent with the required fields outlined in the BMP Database provided in Appendix B, Tables B.1.a, b, and c. A brief narrative must accompany the BMP database and provide verification that routine inspection and maintenance activities are up to date. The database fields for inspection and maintenance need to be completed and show that BMPs are inspected every three years and properly maintained. If the required inspection and maintenance data are missing or incomplete then any credit previously applied must be removed.

PART VI. EVALUATION AND ASSESSMENT, RECORDKEEPING, REPORTING, AND PROGRAM REVIEW

A. Evaluation and Assessment

The permittee must evaluate progress toward achieving compliance with all permit requirements, and the appropriateness of implemented BMPs. This must be achieved through reporting to MDE as specified in Part VI.C below.

B. Recordkeeping

The permittee must keep records for at least three years after the termination of this general permit. In addition to the information required in MS4 Progress Reports specified below, permittees must submit any additional supporting documentation at the request of MDE. The permittee must make its MS4 program information, including records, available to the public during regular business hours.

C. Reporting

1. The required information specified in the MS4 Progress Report in Appendix D must be completed each year as described in this section. The reporting period must be based on State fiscal year, i.e., July 1 – June 30. MS4 Progress Reports are due no later than October 31 of each year with the first report due October 31, 2019.
2. Annually, the permittee must submit a report to MDE that evaluates progress toward meeting the twenty percent impervious area restoration requirement specified in Part V above. Restoration activity described in the MS4 Progress Report must be completed and include:
 - a. An impervious area baseline analysis in accordance with Part V.A and the guidance in Appendix B, Section III. This analysis must be submitted with the first year MS4 Progress Report for MDE review and approval;
 - b. The Impervious Area Restoration Work Plan (Table 1 or other format) must be submitted with the first year MS4 Progress Report and in annual updates. The work plan must include a narrative discussing progress made toward restoration efforts and a description of adaptive management strategies necessary to keep proposed implementation efforts on track;
 - c. An updated Restoration Activity Schedule in accordance with Table 2 must be submitted annually. By the end of the permit term, a complete list of projects required to meet the twenty percent restoration requirement must be specified in Table 2. The projected implementation year must be no later than 2025; and
 - d. An updated Urban BMP database in accordance with Appendix B, Tables B.1.a, b, and c in electronic format and a brief narrative discussing

progress made toward completing the database and performing routine maintenance and inspections.

3. Reporting for the six MCMs specified in Part IV must be submitted in years 2 and 4 of the permit term and include all information requested in the MS4 Progress Report in Appendix D.

D. Program Review

In order to assess the effectiveness of the permittee's NPDES program for eliminating non-stormwater discharges and reducing the discharge of stormwater pollutants to the MEP, MDE will review program implementation as described in MS4 Progress Reports. Procedures for the review of local erosion and sediment control and stormwater management programs exist in Maryland's sediment control and stormwater management laws. Additional reviews of MCM implementation and the twenty percent restoration requirement may be conducted at any time to determine compliance with permit conditions.

PART VII. STANDARD PERMIT CONDITIONS

A. Duty to Comply

The permittee must comply with all conditions of this general permit. Any permit noncompliance constitutes a violation of the CWA and is grounds for enforcement action, permit coverage termination, revocation, or modification. The permittee must comply at all times with the provisions of the Environment Article, Title 4, Subtitles 1, 2, and 4; Title 7, Subtitle 2; and Title 9, Subtitle 3, Annotated Code of Maryland.

B. Failure to Notify

Agencies engaging in an activity under this general permit that fail to notify MDE of their intent to be covered under this general permit as described in Part II and who discharge to waters of the State without submitting an NOI application are in violation of the Environment Article, Annotated Code of Maryland and may be subject to penalties.

C. Limitations on Coverage

1. The following categories of non-stormwater discharges or flows must be addressed where such discharges are identified by the permittee as sources of pollutants to waters of the U.S.: landscape irrigation, diverted stream flows, rising groundwater, uncontaminated groundwater infiltration, uncontaminated pumped groundwater, foundation drains, air conditioning condensate, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering runoff, flows from riparian habitats and wetlands, residual street wash water, and discharges or flows from fire fighting activities.

2. Non-stormwater sources, stormwater associated with industrial activity, or discharges associated with construction activities may be authorized to discharge via the municipal separate storm sewer system if such discharges are specifically authorized under an applicable NPDES discharge permit.
3. Only stormwater discharges from municipal separate storm sewer systems are authorized to discharge under this general permit.

D. Penalties Under the CWA - Civil and Criminal

For violations of this permit, the permittee is subject to civil and criminal penalties as set forth in 33 U.S.C. 1319(c) and (d) of the Clean Water Act, as adjusted for inflation according to 40 CFR § 19.4.

E. Penalties Under the State's Environment Article - Civil and Criminal

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from civil or criminal responsibilities and/or penalties for a violation of Title 4, Title 7, and Title 9 of the Environment Article, Annotated Code of Maryland, or any federal, local, or other State law or regulation. Section 9-342 of the Environment Article provides that a person who violates any condition of this permit is liable to a civil penalty of up to \$10,000 per violation, to be collected in a civil action brought by MDE, and with each day a violation continues being a separate violation. Section 9-342 further authorizes MDE to impose upon any person who violates a permit condition, administrative civil penalties of up to \$10,000 per violation, up to \$100,000.

Section 9-343 of the Environment Article provides that any person who violates a permit condition is subject to a criminal penalty not exceeding \$25,000 or imprisonment not exceeding one year, or both for a first offense. For a second offense, Section 9-343 provides for a fine not exceeding \$50,000 and up to two years imprisonment.

The Environment Article, Section 9-343, Annotated Code of Maryland, provides that any person who tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$50,000 per violation, or by imprisonment for not more than two years per violation, or both.

The Environment Article, Section 9-343, Annotated Code of Maryland, provides that any person who knowingly makes any false statement, representation, or certification in any records or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than \$50,000 per violation, or by imprisonment for not more than two years per violation, or both.

F. Need to Halt or Reduce Activity not a Defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

G. Continuation of an Expired General Permit

An expired general permit continues in force and effect for all permittees covered under this general permit until a new general permit is issued or the general permit is revoked or withdrawn. Coverage for new permittees may not be granted under an expired general permit.

H. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge that has a reasonable likelihood of adversely affecting human health or the environment and is in violation of this general permit.

I. Duty to Provide Information

The permittee shall furnish to MDE any information that may be requested to determine compliance with this general permit. The permittee shall also furnish to MDE, upon request, copies of records required to be maintained in compliance with the conditions of this general permit.

J. Other Information

When a permittee becomes aware that it failed to submit any relevant facts or submitted incorrect information in the NOI or in any other report to MDE, it shall promptly notify MDE of the facts or information.

K. Requiring an Individual Permit

1. MDE may require any jurisdiction to apply for and/or obtain an individual NPDES permit. When MDE requires a jurisdiction to apply for an individual NPDES permit, MDE will provide notification in writing that an application is required. This notification shall include a brief statement of the reasons for the decision, an application form, and a deadline for filing the application. Applications must be submitted to MDE. MDE may grant additional time to submit an application upon request of the applicant.
2. Any jurisdiction designated for coverage under this general permit may request to be excluded from the coverage of this general permit by applying for an individual permit. In such cases, the jurisdiction must submit to MDE an

individual application in accordance with the requirements of 40 CFR § 122.26(c)(1)(ii), with reasons supporting the request.

3. When an individual NPDES permit is issued to a jurisdiction designated for coverage under this general permit, the applicability of this general permit to the individual NPDES permittee is automatically terminated on the effective date of the individual permit. When an individual NPDES permit is denied to a jurisdiction otherwise subject to this general permit, then coverage under this general permit may be terminated by MDE.

L. Property Rights

The issuance of this general permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of federal, State, or local laws or regulations.

M. Severability

The provisions of this general permit are severable. If any provision of this general permit shall be held invalid for any reason, the remaining provisions shall remain in full force and effect. If the application of any provision of this general permit to any circumstances is held invalid, its application to other circumstances shall not be affected.

N. Permit Actions and Reopener Clause

This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the Permittee for a permit modification, revocation and reissuance, or termination or a notification of planned changes or anticipated noncompliance does not stay any permit condition. The Environment Article, Section 9-330, Annotated Code of Maryland, provides that MDE may revoke coverage under this permit if it finds that:

1. False or inaccurate information was contained in the application;
2. Conditions or requirements of the discharge permit have been or are about to be violated;
3. Substantial deviation from the requirements has occurred;
4. MDE has been refused access for the purpose of inspecting to ensure compliance with the conditions of the discharge permit;
5. A change in conditions exists that requires temporary or permanent reduction or elimination of the permitted discharge;

6. Any State or federal water quality stream standard or effluent standard has been or is threatened to be violated; or
7. Any other good cause exists for revoking the discharge permit.
8. If there is evidence indicating that the stormwater discharges authorized by this general permit cause, or have the reasonable potential to cause or contribute to, a violation of a water quality standard, the permittee may be required to obtain an individual permit or the general permit may be modified to include specific limitations and/or requirements. Permit modification or revocation will be conducted according to 40 CFR § 122.62, 122.63, 122.64, and 124.5.

O. Signature of Authorized Administrator and Jurisdiction

All NOIs, annual reports, and information submitted to MDE shall be signed as required by COMAR 26.08.04.01-1 and 40 CFR § 122.22. As in the case of municipal or other public properties, signatories shall be a principal executive officer, ranking elected official, or other duly authorized employee.

P. Inspection and Entry

The permittee shall allow representatives of MDE and EPA access at reasonable times to conduct an inspection of a regulated property or activity, or to review records that must be kept as a condition of this permit.

Q. Proper Operations and Maintenance


The permittee shall properly operate and maintain all BMPs and controls which are used to achieve compliance with the conditions of this permit.

R. Reporting Requirements

The permittee shall report any non-compliance which may endanger human health or the environment. Any information shall be provided orally within 24 hours from the time when the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the non-compliance and its cause; the period of non-compliance, including exact dates and times; if the non-compliance has not been corrected, the anticipated time that it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the non-compliance.

PART VIII. AUTHORITY TO ISSUE GENERAL NPDES PERMITS

In compliance with the provisions of the CWA, as amended (33 USC 1251 et seq. the Act), agencies that are defined in Parts I.B.1 and I.B.2 of this general permit and that submit an NOI in accordance with Part II of this general permit are authorized to discharge in accordance with the conditions and requirements set forth herein.



D. Lee Currey
Director
Water and Science Administration



Date

APPENDIX A

**Maryland Designation Criteria for
Small Municipal Separate Storm Sewer Systems**

Appendix A

Maryland Designation Criteria for Small Municipal Separate Storm Sewer Systems

Phase I of the U.S. Environmental Protection Agency's (EPA) stormwater program was promulgated in 1990 under the Clean Water Act (CWA). This program relies on National Pollutant Discharge Elimination System (NPDES) permit coverage to address polluted discharges from stormwater runoff from medium and large municipal separate storm sewer systems (MS4s) that serve populations of 100,000 or more. The Phase II program expands Phase I by requiring owners and operators of "small" MS4s in urbanized areas to implement programs to control stormwater runoff through the use of an NPDES permit. A small MS4 can be municipally owned, but can also apply to State and federal agencies, and include transportation, universities, local sewer districts, hospitals, military bases, and prisons. This appendix describes the designation criteria for regulating small MS4 municipalities and State and federal properties.

Small Municipal Separate Storm Sewer Systems Permit Area

Parts I.A and I.B of the General Permits for Discharges From Small Municipal Separate Storm Sewer Systems for municipalities and for State and federal properties specify that small MS4s in the State of Maryland are regulated if located within the following geographical areas:

1. **Urbanized areas as determined by the latest Decennial Census by the U.S. Census Bureau.** Coverage is required for owners or operators of small MS4s located within the boundaries of an "urbanized area" (UA) based on the 2010 Decennial Census in accordance with 40 CFR § 122.32(a)(1). A map of designated urbanized areas is located at the following website: www.epa.gov/npdes/urbanized-area-maps-npdes-ms4-phase-ii-stormwater-permits
2. **Other areas designated by MDE.** MDE has developed a set of designation criteria for small municipalities located outside of urbanized areas in accordance with 40 CFR § 122.26(a)(9) and 123.35(b)(2).

MS4 General Permit Waiver Criteria

The Code of Federal Regulations specifies that certain municipalities may be waived from permit coverage under the following conditions:

1. An MS4 serves a population of less than 1,000 within the urbanized area and does not contribute substantially to the pollutant loadings of a physically interconnected regulated MS4 and stormwater controls are not needed based on wasteload allocations (WLAs) in an EPA approved or established total maximum daily load (TMDL); or
2. An MS4 serves a population of less than 10,000 and the permitting authority has evaluated receiving waters and determined that additional stormwater controls are not needed based on WLAs associated with an EPA approved TMDL or, if a TMDL has

not been approved, an equivalent analysis that determines sources and allocations for the pollutants of concern; and has determined that future discharges from the MS4 do not have the potential to result in exceedances of water quality standards or other significant water quality impacts.

In addition to the above waiver criteria, municipalities that discharge stormwater runoff combined with municipal sewage (i.e., combined sewer systems (CSS)) are point sources that are not subject to MS4 requirements (40 CFR § 122.26(a)(7)).

Table A.1 below provides a list of all Maryland counties and their municipalities that are required to be regulated under the MS4 program. The municipalities designated for Phase II MS4 general permit coverage are identified in the table based on the criteria herein. A municipality may request co-permittee status with its respective Phase I or Phase II county. Approximately 40 small municipalities are currently regulated through the MS4 NPDES program as co-permittees within Carroll, Montgomery, and Prince George's Counties.

Table A.1. Phase II MS4 General Permit Designation by County

Counties and Baltimore City	Jurisdictions Designated for Phase II MS4 Coverage	Justification
Allegany	N/A	County has CSS
Anne Arundel	Annapolis	City is located w/in UA
Baltimore	N/A	Phase I permit covers entire county
Baltimore City	N/A	Phase I permit covers entire city
Calvert	Calvert County*	County is located w/in UA and meets MDE designation criteria
Caroline	N/A	Not located w/in UA
Carroll	N/A	Phase I permit covers all municipalities
Cecil	Cecil County, Elkton, North East*, Perryville*, and Rising Sun*	County and municipalities are located w/in UA; County also meets MDE designation criteria
Charles	Indian Head* and La Plata*	Towns are located w/in UA
Dorchester	N/A	Not located w/in UA
Frederick	Brunswick, Emmitsburg, Frederick, Middletown, Mount Airy, Myersville, Thurmont, and Walkersville	Middletown, Mount Airy, and Walkersville are located w/in UA; Brunswick, Emmitsburg, Thurmont, and Myersville meet MDE designation criteria
Garrett	N/A	Not located w/in UA
Harford	Aberdeen, Bel Air, and Havre de Grace	Towns and city located w/in UA
Howard	N/A	Phase I permit covers entire county
Kent	N/A	Not located w/in UA
Montgomery	Gaithersburg, Rockville, and Takoma Park	Cities are located w/in UA; Phase I permit covers all other municipalities
Prince George's	Bowie	City is located w/in UA; Phase I permit covers all other municipalities
Queen Anne's	Queen Anne's County*	County is located w/in UA and meets MDE designation criteria
St. Mary's	St. Mary's County*	County is located w/in UA and meets MDE designation criteria
Somerset	N/A	Not located w/in UA
Talbot	Easton*	Town meets MDE designation criteria
Washington	Washington County, Boonsboro*, Hagerstown, Smithsburg, and Williamsport*	County and municipalities are located w/in UA; County also meets MDE designation criteria
Wicomico	Wicomico County*, Fruitland*, and Salisbury	County and cities are located w/in UA; County also meets MDE designation criteria
Worcester	N/A	Not located w/in UA

* Indicates a county or municipality newly designated for coverage as a Phase II small MS4

Eligible State and Federal Properties for MS4 Permit Coverage

The definition of a small MS4 is noted under 40 CFR § 122.26(b)(16)(iii), and specifies these are: “[o]wned or operated by the United States, a State, city, town, borough, county, parish district, association, or other public body” and are “systems similar to separate storm sewer systems in municipalities, such as systems at military bases, large hospitals or prison complexes, and highways or other thoroughfares”. Therefore, the CFR definition of a small MS4 indicates that regulated State and federal properties are similar to municipal systems. EPA clarifies that regulated small MS4s should be those that provide stormwater drainage service to human populations, and not to individual buildings (64 Federal Register 68749).

Other available documentation such as federal guidance defining urban areas and literature describing water resource impacts from developed lands are also an important consideration when determining eligibility criteria. For example, the U.S. Census Bureau defines “Nonresidential Urban Territory” in the Federal Register (volume 76, no. 164, August 24, 2011) as those areas that contain a “high degree of impervious surface”, or twenty percent impervious area, and are within 0.25 miles of an urban area. Furthermore, documentation that evaluates the potential for properties to contribute pollutants to the MS4 is also considered. For example, *Impacts of Impervious Cover on Aquatic Systems* (Center for Watershed Protection, 2003) indicates that in-stream water quality declines when watershed impervious cover exceeds ten percent.

Based on this information, MDE has determined that an impervious area threshold is appropriate for establishing eligibility criteria for government properties for which agencies are required to obtain MS4 general permit coverage. Eligible properties will be those that have greater than ten percent impervious area. This is a conservative threshold when compared to the U.S. Census Bureau’s urban area definition for non-residential urban territory, and considers water quality and natural resource protection. This threshold will allow the focus of the small MS4 program to concentrate on the most developed properties, such as military bases, hospitals, prison complexes, and highways, and is consistent with the intent of federal regulations.

MS4s eligible for coverage under this general permit include those properties that:

1. Are owned or operated by the State of Maryland or the U.S. and located within an urbanized area; and
2. Serve developed land area greater than five acres and have at least ten percent impervious area property wide; or
3. Are already covered under an NPDES small MS4 Phase II general permit.

State and Federal MS4 General Permit Waiver Criteria

MDE may grant a waiver from permit coverage if a State or federal agency does not own or operate a system of conveyances on a property, consistent with the intent of EPA guidelines described above. The owner or operator must demonstrate that the property:

1. Is comprised of very discrete areas, such as individual buildings. For example, a small property containing few buildings that have associated parking and driveways with storm drains directly connected to a surrounding MS4 may be eligible for a waiver. On the other hand, properties with numerous buildings, interior roads, and interior storm sewer infrastructure would not qualify for a waiver; and
2. Does not discharge a significant amount of pollutants from its MS4; or
3. Is not a military base, large hospital complex, prison complex, highway, or thoroughfare, and meets MDE's waiver criteria one or two above.

A State or federal agency that owns or operates any property that meets the eligibility criteria above and is not eligible for a waiver must file an NOI and obtain coverage under the NPDES program and comply with all terms and conditions of this MS4 permit. A list of potential State and federal agencies that may be affected by the eligibility criteria is available in the general permit. Permittees may file joint applications and share responsibilities in an effort to efficiently comply with permit requirements.

Summary

In accordance with the CWA, the criteria described above will require general permit coverage for the small municipalities and State and federal properties that have the greatest likelihood of causing discharge of polluted stormwater runoff. Regulating these small MS4s under the NPDES program will allow implementation of stormwater programs to protect water quality. MDE will consider additional information from municipal, State, or federal MS4 owners or operators regarding eligibility of permit coverage, such as high population and growth areas, as well as whether a system discharges to sensitive waters, is contiguous to other regulated systems, or is a significant contributor of pollutant loadings to a physically interconnected MS4 that is regulated by the NPDES program.

Table A.2. Federal Agencies Potentially Eligible for Permit Coverage

Federal Agency	Property Name
Amtrak	Multiple properties
Architect of the Capitol	Library of Congress*
Army Reserves	1SG Adam S Brandt Memorial (Curtis Bay)*, Jachman USARC*, Jecelin USARC #1*, Prince George's County Memorial USARC*
Dept of Agriculture	Beltsville Agricultural Research Center* and National Plant Germplasm & Biotechnology Lab*
Dept of Defense, Air Force	Joint Base Andrews*
Dept of Defense, Army	Aberdeen Proving Grounds*, Fort Detrick*, Adelphi Lab*, Fort George G. Meade*, Washington Aqueduct*, and multiple properties
Dept of Defense, Navy	Indian Head*, Bethesda*, Carderock*, Naval Academy*, and multiple properties
Federal Bureau of Prisons	Multiple Properties
National Security Agency	Fort Meade* and Friendship Annex
Dept of Homeland Security	FLETC Cheltenham Training Center* and multiple properties
National Park Service	Multiple properties
Dept of Veterans Affairs (VA)	Multiple properties (VA hospitals)
General Services Administration	Multiple properties
National Aeronautics and Space Administration	Goddard Space Flight Center*
National Institutes of Health	Bethesda Campus* and multiple properties
National Institute of Standards & Technology	Gaithersburg Campus*
Smithsonian Support Center	Suitland property
U.S. Coast Guard	Multiple properties
U.S. Postal Service	William F. Bolger Center* and multiple properties

* Indicates a federal property or agency currently regulated under the Phase II small MS4 program

Table A.3. State Agencies Potentially Eligible for Permit Coverage

State Agency	Property Name
MD Air National Guard	Multiple properties*
MD Army National Guard	Multiple properties*
MD Aviation Authority	Martin State Airport* and multiple properties
MD Dept of General Services	Ellicott City District Court* and multiple properties
MD Dept of Health	Multiple properties
MD Dept of Juvenile Services	Multiple properties
MD Dept of Public Safety & Correctional Services	Multiple properties
MD Dept of Transportation, Motor Vehicle Administration	Multiple properties* including Glen Burnie*
MD Dept of Transportation, Port Administration	Multiple properties*
MD Dept of Transportation, Transit Administration	Multiple properties*
MD Dept of Transportation, Transportation Authority	Multiple properties*
MD Food Center Authority	Multiple properties
MD National Capital Parks & Planning	Montgomery* and Prince George's Parks
MD School for the Deaf	Columbia and Frederick campuses
MD Stadium Authority	Camden Yards Sports Complex*
MD State Police	Multiple properties
Universities	Towson University*, University of Maryland - College Park*, and numerous additional campuses
Washington Metropolitan Area Transit	Multiple Metro stations*
Washington Suburban Sanitary Commission	Multiple properties*

* Indicates a State property or agency currently regulated under the Phase II small MS4 program

APPENDIX B

Compliance with General Permit Requirements for Small Municipal Storm Sewer Systems

Appendix B

Compliance with General Permit Requirements for Small Municipal Separate Storm Sewer Systems

The Maryland Department of the Environment (MDE) has issued two general discharge permits for small Municipal Separate Storm Sewer Systems (MS4s): one for small municipalities and another for State and federal agencies. These two permits require that management programs be developed to effectively control the discharge of pollutants from stormwater runoff and improve water quality. These small MS4 general permits are issued in accordance with the Clean Water Act (CWA) and corresponding National Pollutant Discharge Elimination System (NPDES) regulations, 40 Code of Federal Regulations (CFR) § 122.26. The permits establish the minimum requirements for municipal and State and federal agencies eligible for coverage under the NPDES program. This appendix provides guidance and additional information related to compliance with permit requirements. The guidance is organized into three sections as follows:

Section I: Describes management options for permit compliance;

Section II: Provides guidance for developing an illicit discharge detection and elimination program; and

Section III: Provides guidance for developing and implementing a restoration program to meet Chesapeake Bay water quality goals by 2025.

Section I. Management Options for Permit Compliance

According to 40 CFR § 122.30, the U.S. Environmental Protection Agency (EPA) strongly encourages partnerships and the watershed approach as the management framework for efficiently, effectively, and consistently protecting water quality and restoring aquatic ecosystems. This regulation offers flexibility to regulated owners and operators for complying with permit requirements. Therefore, the following options may be considered by small MS4s during planning and implementation efforts. This will allow government entities and small municipalities to combine resources and collaborate with other NPDES programs to most effectively and efficiently achieve the water quality goals intended in the CWA.

A. Options for filing a Notice of Intent (NOI) Application.

MDE will allow multiple options for filing an NOI to receive permit coverage. An NOI application may represent an individual jurisdiction or one or more co-permittees.

B. Qualifying Local Programs (State or local).

An applicant may develop programs to comply with all minimum control measures independently, or rely on another responsible entity, or rely on a qualifying local program to comply with permit requirements. Maryland has existing State statutes and local ordinances in place that already require implementation of specific management

measures that are more stringent than the conditions in 40 CFR § 122. Therefore, the statewide regulatory requirements under the Environment Article, Title 4, Subtitle 1, Annotated Code of Maryland for erosion and sediment control and Title 4, Subtitle 2 for stormwater management are considered to be “qualifying local programs”. Compliance with these laws will meet the “Construction Site Stormwater Runoff Control” and “Post Construction Stormwater Management” permit requirements. The permittee remains responsible for the implementation of these measures through compliance with Maryland’s erosion and sediment control and stormwater management laws.

C. Sharing Responsibility.

A permittee may rely on another entity such as a State, federal, or municipal partner to satisfy one or more of the permit obligations. All permit obligations of each entity must be noted in the NOI submitted to MDE according to Part II of this general permit and 40 CFR § 122.35. Other responsible entities must implement control measures that are at least as stringent as the corresponding requirements found in this NPDES general permit. Additionally, the other entity must agree to implement the minimum control measures on the permittee’s behalf. However, the permittee remains responsible for all regulatory obligations. Therefore, MDE encourages the permittee to enter into a legally binding agreement such as a memorandum of understanding with the other entity to minimize uncertainty about compliance with the permit. This information must be specified in the NOI (Appendix C).

Section II. Illicit Discharge Detection and Elimination (IDDE) Program Guidance

Small municipalities and State and federal agencies covered under this NPDES MS4 permit are required to implement an IDDE program. The goal of this program is to find and eliminate pollutants entering the MS4. IDDE program activities include mapping the stormwater conveyance system, inspecting outfalls to discover polluted discharges, investigating the source of pollution, and taking steps to eliminate the discharge, which may include enforcement actions. Permittees are required to develop SOPs that detail the steps to implement these activities. This section provides guidance that permittees may use as a starting point to develop and implement their programs.

A discharge to an MS4 is illicit if it is not composed entirely of stormwater (40 CFR § 122.26(b)(2)). Illicit discharges can originate from a number of different types of sources, including incorrect plumbing, broken infrastructure, inappropriate business practices, and illegal dumping. For example, sanitary sewer lines or car wash drains may be connected to the MS4 instead of the sanitary sewer system. Drinking water lines or sanitary sewer pipes may be broken and leaking effluent into the MS4. Businesses may be inappropriately washing vehicles, allowing wash water to drain into stormwater inlets. Illicit discharges may also result from purposeful dumping of pollutants into an MS4.

A. Mapping

As part of their IDDE programs, permittees must develop a map of the MS4 that they own or operate. Map features must include stormwater conveyances, outfalls, stormwater best management practices (BMPs), and waters of the U.S. receiving stormwater discharges. As defined in 40 CFR § 122.26(b)(9), an outfall is a point source “at the point where a municipal separate storm sewer discharges to waters of the United States” (see Figure B.1). Mapping outfalls, stormwater conveyances, and stormwater BMPs will assist the permittee with tracking the source of a suspected illicit discharge. In addition, permittees must add the locations of private outfalls as they are discovered in the field to allow more effective coordination with private property owners, document hotspots, and identify and require the elimination of third party discharges. In this permit term, permittees may prioritize their initial mapping efforts to areas with a higher potential to pollute, such as areas that are urbanized, commercial, or rapidly developing.

If submitting a map would compromise the operational security of a State or federal agency, the agency may indicate that the map is available for MDE review on site.



Figure B.1. The above outfalls are examples of different types of outfalls that must be identified on MS4 maps and included in the permittee’s screening program. Areas with highly developed land uses (e.g., commercial business complexes, aging infrastructure) have a greater potential to pollute and must be prioritized. Structural stability and erosion concerns must also be identified as part of an effective IDDE program.

B. Standard Operating Procedures

Permittees must develop SOPs that outline methods to conduct dry weather outfall inspections, locate the source of a suspected illicit discharge, and address illicit discharges. Program implementation as detailed in the SOPs can be prioritized in the areas that have a higher potential to pollute (e.g., urbanized, commercial, or areas with older stormwater infrastructure) and must include a long-term schedule for completing a jurisdiction-wide map. The SOPs must identify the number of outfalls to be investigated per year and include an inspection checklist to document the outfall screening. A good resource for developing the IDDE program and field checklist is found in the 2004 *Illicit Discharge Detection and Elimination: A Guidance Manual for Program Development and Technical Assessments*, authored by the Center for Watershed Protection and Dr. Robert Pitt. Figure B.2, the “Outfall Reconnaissance Inventory/Sample Collection Field Sheet”, is one of several tools permittees may choose to use in their own programs. This checklist will assist a permittee in identifying any potential illicit discharge, determining the need for a more in-depth investigation, and noting any other outfall maintenance needs (e.g., cracks, erosion, excessive vegetation).

A Phase II MS4 municipality must screen 20% of total outfalls per year, up to 100 outfalls. Screening efforts for State and federal properties are tiered based on property size. For small properties (i.e., less than 100 acres), all outfalls must be screened each year. Medium size properties (i.e., 100 - 2,000 acres) must screen 50% of total outfalls. Large properties (i.e., more than 2,000 acres) must screen 20% per year, up to 100 outfalls. A tiered approach takes into consideration the scale of each State or federal property. For example, a small property with a total of five outfalls is expected to screen all five outfalls per year. Likewise, larger properties may screen a smaller percentage per year to account for the increased effort a greater number of outfalls would require.

C. Illicit Discharge Investigation

A dry weather screening is an outfall inspection conducted at a time when rain has not occurred recently, e.g., within the past 48 hours. During a period of dry weather, it is expected that any observed flow would be the result of some type of discharge other than precipitation. In some cases, the permittee may find that an outfall is not a useful inspection point to detect an illicit discharge (e.g., outfall is submerged, significant groundwater flow is present, the outfall serves a large drainage area). In these cases, the permittee has the discretion to pick an inspection point further up the system (e.g., a manhole or inlet, inflow to a stormwater BMP, or point source discharge in a commercial or industrial area) and document the adjustment in the inspection report. MDE encourages approaches where the permittee conducts screenings closer to the source of potential illicit discharges. When a dry weather flow is observed, a permittee must initiate an investigation to discover the source. If the source is determined to be illicit, the permittee is required to take corrective measures to eliminate the discharge and initiate enforcement actions when necessary. Two examples of illicit discharge

investigations are provided below to illustrate outfall identification, mapping, and discharge source tracking. These examples are taken from a Phase I MS4 annual report.

Example 1: Illicit Discharge Investigation for Discovered Wash Water



During a dry weather screening of Outfall 1, a flow was observed dripping into green sudsy water that had an oily odor. A chemical test indicated a high level of detergents. In the process of tracking the source, a high level of detergents was detected at Outfall 2, as well. The source was traced to a car wash that was believed to be discharging wash water into the MS4.

Example 2: Illicit Discharge Investigation for Detergents



A dry weather flow was discovered at the outfall of a stormwater BMP. A chemical test revealed the presence of chlorine and a high pH. A chemical test at the pond inflow indicated a high level of detergents. Upslope manholes were inspected to determine the path of the discharge. Starting at the point of discharge and inspecting contributing segments of stormwater conveyance pipes (sometimes called a trunk investigation), a single point of flow that exceeded the acceptable level of detergents was isolated. The investigation revealed that the source of the discharge was located within the segment connected to inlets protected by berms on a private commercial business property yard.

D. Illicit Discharge Elimination and Enforcement

After identifying the source of an illicit discharge, a municipal permittee is required to provide notice to the property owner and require that the responsible party takes appropriate action to eliminate the source of the illicit discharge. The permittee may exercise its legal authority to access the property and utilize enforcement. State and federal permittees are required to take appropriate action to eliminate the source of the illicit discharge. These IDDE investigation procedures and enforcement actions must be specified in the permittee's SOPs.

Figure B.2. Outfall Reconnaissance Inventory/Sample Collection Field Sheet
(from Center for Watershed Protection and Pitt, 2004)

OUTFALL RECONNAISSANCE INVENTORY/ SAMPLE COLLECTION FIELD SHEET

Section 1: Background Data

Subwatershed:		Outfall ID:	
Today's date:		Time (Military):	
Investigators:		Form completed by:	
Temperature (°F):	Rainfall (in.):	Last 24 hours:	Last 48 hours:
Latitude:	Longitude:	GPS Unit:	GPS LMK #:
Camera:		Photo #s:	
Land Use in Drainage Area (Check all that apply):			
<input type="checkbox"/> Industrial		<input type="checkbox"/> Open Space	
<input type="checkbox"/> Ultra-Urban Residential		<input type="checkbox"/> Institutional	
<input type="checkbox"/> Suburban Residential		Other: _____	
<input type="checkbox"/> Commercial		Known Industries: _____	
Notes (e.g., origin of outfall, if known):			

Section 2: Outfall Description

LOCATION	MATERIAL	SHAPE	DIMENSIONS (IN.)	SUBMERGED
<input type="checkbox"/> Closed Pipe	<input type="checkbox"/> RCP <input type="checkbox"/> CMP <input type="checkbox"/> PVC <input type="checkbox"/> HDPE <input type="checkbox"/> Steel <input type="checkbox"/> Other: _____	<input type="checkbox"/> Circular <input type="checkbox"/> Single <input type="checkbox"/> Elliptical <input type="checkbox"/> Double <input type="checkbox"/> Box <input type="checkbox"/> Triple <input type="checkbox"/> Other: _____	Diameter/Dimensions: _____	In Water: <input type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/> Fully With Sediment: <input type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/> Fully
<input type="checkbox"/> Open drainage	<input type="checkbox"/> Concrete <input type="checkbox"/> Earthen <input type="checkbox"/> rip-rap <input type="checkbox"/> Other: _____	<input type="checkbox"/> Trapezoid <input type="checkbox"/> Parabolic <input type="checkbox"/> Other: _____	Depth: _____ Top Width: _____ Bottom Width: _____	
<input type="checkbox"/> In-Stream	(applicable when collecting samples)			
Flow Present?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If No, Skip to Section 5</i>		
Flow Description (If present)	<input type="checkbox"/> Trickle <input type="checkbox"/> Moderate <input type="checkbox"/> Substantial			

Section 3: Quantitative Characterization

FIELD DATA FOR FLOWING OUTFALLS				
PARAMETER		RESULT	UNIT	EQUIPMENT
<input type="checkbox"/> Flow #1	Volume		Liter	Bottle
	Time to fill		Sec	
<input type="checkbox"/> Flow #2	Flow depth		In	Tape measure
	Flow width	_____'	Ft, In	Tape measure
	Measured length	_____'	Ft, In	Tape measure
	Time of travel		S	Stop watch
Temperature			°F	Thermometer
pH			pH Units	Test strip/Probe
Ammonia			mg/L	Test strip

Figure B.2. Outfall Reconnaissance Inventory/Sample Collection Field Sheet
(from Center for Watershed Protection and Pitt, 2004)

Outfall Reconnaissance Inventory Field Sheet

Section 4: Physical Indicators for Flowing Outfalls Only

Are Any Physical Indicators Present in the flow? Yes No (If No, Skip to Section 5)

INDICATOR	CHECK if Present	DESCRIPTION	RELATIVE SEVERITY INDEX (1-3)
Odor	<input type="checkbox"/>	<input type="checkbox"/> Sewage	<input type="checkbox"/> 1 - Faint <input type="checkbox"/> 2 - Easily detected <input type="checkbox"/> 3 - Noticeable from a distance
		<input type="checkbox"/> Rancid/sour	
Color	<input type="checkbox"/>	<input type="checkbox"/> Sulfide	<input type="checkbox"/> 1 - Faint colors in sample bottle <input type="checkbox"/> 2 - Clearly visible in sample bottle <input type="checkbox"/> 3 - Clearly visible in outfall flow
		<input type="checkbox"/> Other:	
Turbidity	<input type="checkbox"/>	<input type="checkbox"/> Brown	<input type="checkbox"/> 1 - Slight cloudiness <input type="checkbox"/> 2 - Cloudy <input type="checkbox"/> 3 - Opaque
		<input type="checkbox"/> Gray	
Floatables *Does Not Include Trash!	<input type="checkbox"/>	<input type="checkbox"/> Clear	<input type="checkbox"/> 1 - Few/slight, origin not obvious <input type="checkbox"/> 2 - Some, indications of origin (e.g., possible suds or oil sheen) <input type="checkbox"/> 3 - Some, origin clear (e.g., obvious oil sheen, suds, or floating sanitary materials)
		<input type="checkbox"/> Green	
		<input type="checkbox"/> Orange	
		<input type="checkbox"/> Red	
		<input type="checkbox"/> Yellow	
		<input type="checkbox"/> Other:	
		See severity	
		<input type="checkbox"/> Sewage (Toilet Paper, etc.)	
		<input type="checkbox"/> Suds	
		<input type="checkbox"/> Petroleum (oil sheen)	
		<input type="checkbox"/> Other:	

Section 5: Physical Indicators for Both Flowing and Non-Flowing Outfalls

Are physical indicators that are not related to flow present? Yes No (If No, Skip to Section 6)

INDICATOR	CHECK if Present	DESCRIPTION	COMMENTS
Outfall Damage	<input type="checkbox"/>	<input type="checkbox"/> Spalling, Cracking or Chipping	
		<input type="checkbox"/> Corrosion	
Deposits/Stains	<input type="checkbox"/>	<input type="checkbox"/> Peeling Paint	
		<input type="checkbox"/> Other:	
Abnormal Vegetation	<input type="checkbox"/>	<input type="checkbox"/> Only	
		<input type="checkbox"/> Flow Line	
Poor pool quality	<input type="checkbox"/>	<input type="checkbox"/> Paint	
		<input type="checkbox"/> Other:	
Pipe benthic growth	<input type="checkbox"/>	<input type="checkbox"/> Excessive	
		<input type="checkbox"/> Inhibited	
		<input type="checkbox"/> Colors	
		<input type="checkbox"/> Oils	
		<input type="checkbox"/> Stains	
		<input type="checkbox"/> Other:	
		<input type="checkbox"/> Floatables	
		<input type="checkbox"/> Oil Sheen	
		<input type="checkbox"/> Excessive Algae	
		<input type="checkbox"/> Other:	
		<input type="checkbox"/> Brown	
		<input type="checkbox"/> Orange	
		<input type="checkbox"/> Green	
		<input type="checkbox"/> Other:	

Section 6: Overall Outfall Characterization

Unlikely Potential (presence of two or more indicators) Suspect (one or more indicators with a severity of 3) Obvious

Section 7: Data Collection

1. Sample for the lab? Yes No

2. If yes, collected from: Flow Pool

3. Intermittent flow trap set? Yes No If Yes, type: OEM Caulk dam

Section 8: Any Non-Illicit Discharge Concerns (e.g., trash or needed infrastructure repairs)?

Section III. Guidance for Impervious Area Restoration Program Development

Small MS4 owners and operators covered under this NPDES general permit are required to commence impervious area restoration for twenty percent of existing developed lands that have little or no stormwater management by the end of the permit term. This requirement supports the Maryland Watershed Implementation Plan (WIP) strategy for achieving nutrient and sediment load reductions on small MS4 properties to address Chesapeake Bay and local total maximum daily loads (TMDLs). Guidance for implementing restoration activities is available in the 2014 MDE document *Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated*, hereafter referred to as the Accounting Guidance. While the most recent version of the Accounting Guidance should be referenced by all stormwater permittees, the method below highlights the most relevant information from that document for small MS4 owners and operators. This provides a clear outline for compliance with impervious area restoration for small MS4s.

A. Establishing Baselines: Impervious Surface Area Assessment

Permittees must develop an impervious surface area baseline assessment and delineate the areas that are treated with acceptable water quality BMPs to the maximum extent practicable (MEP). This analysis will provide the baseline used to calculate the twenty percent restoration requirement. The following information is needed for this assessment:

- 1. Land Use and Impervious Surface Area Analysis:** Evaluate the total impervious surface within a permittee's regulated permit area using the best available land use data that can be generated from the same source from year to year. Small MS4 counties may determine baselines according to the impervious surfaces within the urbanized area of that jurisdiction.

BMPs designed in compliance with the water quality volume (WQ_v) treatment criteria found in the *2000 Maryland Stormwater Design Manual, Volumes I & II* (Manual) are considered to provide water quality treatment to the MEP. Therefore, the impervious area draining to BMPs designed and approved in accordance with the Manual does not need to be counted toward impervious area restoration requirements.

- 2. Urban BMPs:** All municipalities and State and federal agencies are required to develop and maintain an Urban BMP database in accordance with Tables B.1.a, b, and c. The database identifies all existing stormwater BMPs within each jurisdiction along with design, construction, and inspection information. This database and accompanying field inspections must be used to verify the level of water quality treatment provided for an existing BMP. The following guidelines can be used to determine the level of water quality treatment provided by existing stormwater BMPs:

- BMPs constructed according to the Manual for new development after the baseline year of 2002 provide acceptable water quality treatment. The impervious areas draining to these BMPs do not need to be counted in the impervious area required to be restored.
- BMPs implemented for new development after 2002 may not be used for credit toward impervious area restoration.
- BMPs implemented prior to 2002 may provide some water quality treatment. These include wet ponds, wetlands, and infiltration BMPs. In these cases, the original design parameters for each BMP are needed to verify the level of treatment provided. The impervious area treated is based on the volume provided in relation to the WQ_v (i.e., 1 inch of rainfall). For example, if a BMP was designed to treat a half inch of rainfall, the amount of impervious area treated is 50% of the actual impervious area draining to the BMP.
- BMPs designed for flood control do not provide water quality treatment. The impervious area draining to these BMPs must count toward the baseline.
- Where plans, design specifications, and complete inspection and maintenance records are not available, BMPs are not considered to provide acceptable water quality treatment. Impervious areas draining to these structures must count toward the baseline.
- The impervious area treated by BMPs implemented for retrofitting or redevelopment between January 1, 2002, and December 31, 2005, may be subtracted from the baseline number.

A useful tool for an initial assessment is the Stormwater Management by Era approach documented by MDE in 2009. The approach considers four distinct regulatory eras where stormwater management requirements correlate with a certain level of BMP performance. These eras are as follows:

- Prior to 1985. Stormwater management regulations came into effect after this era. Any development constructed in this time period is most likely untreated (unless retrofits were constructed in later years).
- Between 1985 and 2002. BMPs implemented during this time addressed flood control; however, individual BMP design criteria must be used to verify whether water quality is provided.
- Between 2002 and 2010. The Manual was fully implemented during this era. New development that meets the water quality requirements of the Manual is considered to have acceptable treatment.
- Post-2010. ESD to the MEP is required. Any development project that complied with State regulations in the third and fourth eras is considered to have acceptable water quality treatment.

This approach was used in the development of Maryland's WIP for meeting Chesapeake Bay TMDLs. It can be used for identifying BMPs that provide water quality so that the treated impervious areas may be deducted from the baseline assessment. The stormwater management by era approach can also be valuable for long term planning and for targeting potential areas suitable for retrofitting.

3. **Impervious Surfaces in Rural Areas:** Many rural roads and residential subdivisions have open vegetated drainage systems, impervious area disconnections, and sheetflow to conservation areas that filter and infiltrate stormwater runoff. Each permittee must conduct a systematic review of existing rural areas to determine the extent of water quality treatment already provided. This review will also aid in identifying opportunities for retrofitting.

Land use designation can help in selecting areas that are already adequately managed. For example, public roads and residential subdivisions in predominantly rural areas with low population densities (e.g., one or fewer dwelling unit per three acres) may have water quality design features equivalent to those defined in the Manual. Typically, areas that are less than fifteen percent impervious may meet ESD requirements according to the criteria for nonstructural practices in the Manual. These practices include rooftop disconnect, non-rooftop disconnect, and sheetflow to conservation areas. These practices promote sheetflow or treatment through vegetative filtering of runoff. If a permittee documents where conditions meet the Manual's criteria and adequate treatment is provided, then the impervious acres in these areas may be excluded from the baseline. Acceptable documentation can include a comprehensive GIS desktop analysis of land use and zoning conditions and local runoff patterns. Sufficient evidence to justify assumptions in the analysis must be included for MDE review and approval.

4. **Total Impervious Acres Not Treated to the MEP:** Subtract total impervious areas draining to water quality BMPs and nonstructural practices (determined above) from the total impervious land area owned or operated by the permittee as of the baseline year selected. Restoration requirements will apply to twenty percent of the remaining untreated impervious area at the start of the permit term.

B. Criteria for Impervious Area Restoration Crediting

The water quality objective for impervious area restoration is based on treating the WQ_v (i.e., 1 inch of rainfall) using BMPs defined in the Manual. Because of numerous constraints inherent in the urban environment, meeting the design standards specified in the Manual may not always be achievable. In these cases, retrofit opportunities that currently achieve less than the WQ_v must be pursued where they make sense. Applying impervious area treatment credit for these projects will be based on the proportion of the full WQ_v treated.

Where stormwater retrofits provide water quality treatment for existing unmanaged urban areas, impervious area restoration credit may be applied according to the following criteria:

- An acre for acre impervious credit will be given when a BMP is designed to provide treatment for the full WQ_v (i.e., 1 inch of rainfall); or

- A proportional acreage of credit will be given when less than the WQ_v is provided: (percent of the WQ_v achieved) x (drainage area impervious acres).
- When a BMP is designed to treat greater than one inch of rainfall, additional credit may be granted in accordance with the Accounting Guidance.

C. Acceptable Restoration Strategies

The following are acceptable restoration strategies for receiving impervious area restoration credit. Restoration BMPs may be implemented anywhere within the jurisdictional boundary. Permittees may submit alternative actions to comply with impervious area restoration requirements, subject to MDE approval.

1. **New Retrofit BMPs:** This includes new stormwater BMPs installed to provide water quality treatment for existing developed lands with no controls. Acceptable water quality BMPs and design criteria are provided in the Manual. When a BMP from this list is used and the full WQ_v is provided, the total impervious surface within the drainage area may be credited toward restoration.
2. **Existing BMP Retrofits:** These are existing BMPs that were not originally designed to provide water quality treatment (e.g., detention pond). As discussed previously, the impervious area draining to these BMPs may not be counted as treated. However, when retrofitted to an acceptable water quality BMP, such as converting a dry pond to a wetland, or providing additional WQ_v storage; the impervious acres draining to the BMP may be credited as restored.
3. **BMP Enhancement and Restoration:** Routine inspection and maintenance is essential to ensure optimal water quality treatment of any BMP. When BMP maintenance has not been performed, substantial structural problems will occur over time, undermining any water quality benefit intended from the practice. Therefore, when BMPs are not properly maintained they may not be considered to provide effective treatment for impervious surfaces. If credit was originally taken for water quality treatment, then future MS4 Progress Reports must remove that credit until the BMP is restored.

MDE has published maintenance guidance for each BMP and specified time periods for inspection and corrective action. This guidance is posted on the MDE stormwater webpage. In addition, the Natural Resources Conservation Service of Maryland has published *Pond Code 378*, which includes an inspection checklist for ponds. Code 378 identifies areas that will cause significant problems if left unaddressed. When inspections and repairs are performed according to these guidelines (or others required by local review authorities), then the BMP is considered properly maintained.

When a BMP has failed and significant structural problems exist, the BMP must be restored to receive proper restoration credit. Restoring a failed BMP must include providing the full WQ_v , and may entail increasing storage capacity,

providing forebays, increasing the flow path by installing berms or other design enhancements, re-planting with desirable wetland and native vegetation, or significant sediment clean outs. This restoration credit may apply to failed structures that need water quality enhancements in accordance with Chapter 3 of MDE's Manual. This is intended to ensure that BMPs are functioning as designed and that routine maintenance is addressed in order for the permittee to keep the credit.

4. **Alternative Stormwater BMPs:** The Accounting Guidance recognizes that new and innovative approaches to stormwater management are being developed on a continuous basis. Therefore, several alternative BMPs are documented that may be used for the purpose of impervious area restoration. Some of these alternative BMPs include street sweeping, buffer planting, reforestation, stream restoration, inlet cleaning, shoreline stabilization, and others. A list of these alternative BMPs is provided in Table B.3, below. The Accounting Guidance references acceptable criteria for BMP implementation and provides a method for translating pollutant load reductions from alternative BMPs into an impervious acre equivalent in order to credit these practices toward restoration requirements. When innovative practices are approved through Chesapeake Bay Program (CBP) expert panels or by MDE, the associated credits and design criteria may also be used for restoration credit.

Impervious acres treated must be reported according to the "impervious acre equivalent" identified in Table B.4 for each alternative practice. As an example, where stream restoration is proposed, the impervious acre equivalent is equal to 0.01 acre per linear foot. This means that when 1,000 linear feet of stream are restored, then 10 acres of credit may be granted toward impervious area restoration.

5. **Trading:** MDE supports trading as a cost effective means for achieving pollutant load reductions. Adoption of new trading regulations in Maryland will include public participation and approval by EPA. Therefore, trading with other source sectors may be an option after formal regulatory procedures are satisfied.
6. **Redevelopment:** Maryland's stormwater management regulations for redeveloped lands are intended to gain water quality treatment on existing developed lands while supporting initiatives to improve urban areas. Therefore, when water quality treatment practices are provided to address State redevelopment regulations, the existing impervious area treated may be credited toward restoration requirements. In most cases the credit will be equivalent to 50% of the existing impervious area for the project. When additional volume above the regulatory requirements is provided, additional credit will be accepted on a proportional basis as described in Appendix B, Section III.A, above.
7. **Establishing Partnerships and Master Planning:** As discussed above, redevelopment activities may be credited toward restoration requirements. This

presents an opportunity to develop future growth master plans to provide water quality treatment beyond regulatory requirements. This can be a cost effective solution for addressing Maryland's stormwater management regulations while incorporating impervious area restoration initiatives into long-range planning efforts.

Small MS4 municipalities may work with private developers and offer incentives in order to gain additional water quality treatment for a project. MDE encourages localities to actively engage the development community through the stormwater plan review and approval process.

In addition to partnerships with the private sector, small municipalities and government agencies have the opportunity to collaborate with other watershed groups, and State, federal, or local entities to combine resources and facilitate implementation of restoration activities. As discussed in Section I of Appendix B, this could be a formal agreement with another entity and outlined in the NOI application, or this may be a partnership established for an individual project. Because the intent of the small MS4 general permit is to encourage partnerships to achieve the water quality goals of the CWA, MDE will remain flexible when any permittee pursues this option.

D. Urban Best Management Practice (BMP) Database and Codes

The data tables below provide a tracking system for all BMPs within a jurisdiction. BMP reporting requires populating data from three related tables as follows:

1. Table B.1.a: Information in this table must be completed for all structural, ESD, and alternative BMPs.
2. Table B.1.b: This table provides more specific information related to structural and ESD practices. The table is linked to Table B.1.a using the common field `BMP_ID`.
3. Table B.1.c: This table provides more specific information related to alternative BMPs. The table is linked to Table B.1.a using the common field `BMP_ID`.

Data must be submitted in Microsoft Excel spreadsheet format. A map using geographic information system (GIS) software is optional. An Excel spreadsheet template is provided on MDE's Phase II webpage to assist permittees in developing the database.

Some data for older BMPs may not be available, as the information was not required at the time of BMP construction. In these cases, an explanation must be provided. MDE expects that data development and verification will be an ongoing process throughout the permit term and baselines may be adjusted accordingly. Permittees may submit an adjusted impervious area baseline in MS4 Progress Reports to reflect updated information.

Reporting for ESD Practices

ESD practices may be entered as a single structure or as a system of practices. When numerous ESD practices are installed to collectively address stormwater requirements for a project, permittees may choose to enter these data as a system of ESD practices. Data for ESD systems may be captured by specifying:

- The common BMP_ID field will link ESD data in Table B.1.a to Table B.1.b.
- Table B.1.a requires Maryland grid coordinates for each BMP. For ESD systems this location must represent the most downstream point or practice.
- Table B.1.a requires the BMP type (BMP_Type). This is the most predominant BMP type in the ESD system.
- Table B.1.b requires the total number of BMPs (NUM_BMPS) implemented to address stormwater requirements for the ESD system of practices.
- Table B.1.b requires the total rainfall treated (PE_ADR). This represents the total rainfall treated for the collective number of BMPs in the ESD system.

Inspections for ESD Systems

Projects that meet the ESD to MEP requirement may be inspected as a collection of practices. Inspection and maintenance data in Table B.1.a. for ESD systems will represent the performance of the system of practices versus each individual practice. This is consistent with Code of Maryland Regulations 26.17.02.

Table B.1.a BMP Reporting Requirements

Description: This table is to be completed for all structural, ESD, and alternative BMPs.

Column Name	Data Type	Size	Description
BMP_ID	TEXT	13	Unique MDE BMP ID. (Ex: RO12BMP000001, Table B.2.a) (Ex: AOC12BMP00001, Table B.2.b)
REPORTING_YEAR	TEXT	4	State fiscal year (YYYY)
MD_NORTH	NUMERIC	8	Maryland grid coordinate Northing (NAD 83 meters)
MD_EAST	NUMERIC	8	Maryland grid coordinate Easting (NAD 83 meters)
PERMIT_NUM	TEXT	10	General Discharge Permit Number (municipal permittees use: 13-IM-5500. State and federal permittees use 13-SF-5501)
LOCAL_BMP_ID	TEXT	25	Local or State/federal project approval number (optional info)
BMP_NAME	TEXT	100	Use BMP names (e.g., Glendale Pond)
BMP_CLASS	TEXT	1	Use BMP classification noted in Table B.3 below (E, S, or A)
BMP_TYPE	TEXT	4	Use BMP Type or most predominant type in Table B.3 below
CON_PURPOSE	TEXT	4	Enter code for New Development (NEWD), Redevelopment (REDE), or Restoration (REST), Conversion (CONV)
LAST_INSP_DATE	DATE	8	Last inspection date (MM/DD/YYYY)
BMP_STATUS	TEXT	1	Enter P = Pass or F = Fail for BMP inspection status
MAIN_DATE	DATE	8	Last date maintenance was performed (MM/DD/YYYY); field is conditional on the BMP failing an inspection
REINSP_DATE	DATE	8	Next planned inspection date (MM/DD/YYYY)
REINSP_STATUS	TEXT	1	Re-inspection status (i.e., Pass/Fail); This is a follow-up inspection after a failed BMP has undergone maintenance
GEN_COMMENTS	TEXT	255	General comments - optional information

Table B.1.b Reporting Requirements for ESD and Structural Practices

Description: More specific data related to ESD and structural BMPs is populated in this table.

Column Name	Data Type	Size	Description
BMP_ID	TEXT	13	BMP_ID linking record to BMP_ID in Table B.1.a
NUM_BMPS	NUMERIC	2	Sum total of BMPs used to meet P _E (enter 1 for a single BMP)
ON_OFF_SITE	TEXT	10	Is the BMP located on the project site or off site
CONVERTED_FROM	TEXT	13	If conversion of existing BMP then prior BMP_ID must be entered here. Conditional on Con_Purpose = CONV
BMP_STATUS	TEXT	10	Enter "ACT" for active or "REM" for removed
BMP_DRAIN_AREA	NUMERIC	6	Total drainage area (acres) to a single BMP or ESD system
IMP_ACRES	NUMERIC	8	Total impervious area (acres) to a single BMP or ESD system
PE_ADR	NUMERIC	8	P _E addressed: Water quality treatment reported as rainfall (inches) treated for a single BMP or system of ESD practices within the drainage area
APPR_DATE	DATE	8	Permit approval date (MM/DD/YYYY)
BUILT_DATE	DATE	8	Construction completion date (MM/DD/YYYY)
GEN_COMMENTS	TEXT	255	General comments - optional information

Table B.1.c Reporting Requirements for Alternative BMPs

Description: More specific data related to alternative BMPs is populated in this table.

Column Name	Data Type	Size	Description
BMP_ID	TEXT	13	BMP_ID linking record to BMP_ID in Table B.1.a
PROJECT_DESC	TEXT	75	Description of project
PROJECT_LENGTH	NUMERIC	8	Length of stream restoration, shoreline or outfall stabilization in feet; Field is conditional on BMP_TYPE = OUT, SHST, or STRE
ACRES_SWEPT	NUMERIC	6	Acres swept for street sweeping (one pass); Field is conditional on BMP_TYPE = MSS or VSS
TIMES_SWEPT	NUMERIC	2	Number of times per year area is swept; Field is conditional on BMP_TYPE = MSS or VSS
ACRES_PLANTED	NUMERIC	6	Acres of trees planted; Field is conditional on BMP_TYPE = FPU or IMPF
IMP_ACR_ELIM	NUMERIC	6	Impervious acres removed to pervious land (IMPP); Field is conditional on BMP_TYPE = IMPP
EQU_IMP_ACR	NUMERIC	6	Equivalent impervious acres treated by alternative BMP (total acres of credit for the alt BMP)
INSTALL_DATE	DATE	8	BMP completion date (MM/DD/YYYY); Field is conditional on BMP_TYPE = OUT, SHST, STRE, SEPC, SEPD, or SEPP
IMPL_COMP_YR	TEXT	4	Year (calendar) of completed Project (YYYY); Field is conditional on BMP_TYPE = MSS, VSS, CBC, SDV, IMPF, IMPP, or FPU
GEN_COMMENTS	TEXT	255	General comments - optional information

BMP ID Field

The BMP_ID is a unique identifier assigned to each BMP or system of BMPs. An example of how to populate the BMP_ID field for a municipality using the required 13 characters is provided:

County or Municipal code + 2 digit year + BMP identifying code + 6 digit sequential number = 13 character BMP_ID code.

Table B.2.a

<i>Municipality: City of Rockville</i>	<i>RO</i>
	<i>+</i>
<i>Year feature/record was captured: 2012</i>	<i>12</i>
	<i>+</i>
<i>Identifying code: BMP</i>	<i>BMP</i>
	<i>+</i>
<i>Record number: 1</i>	<i>000001</i>
<i>BMP_ID</i>	<i>= RO12BMP000001</i>

County or Municipal Codes for Phase II Reporting:

Jurisdiction	Code
Aberdeen	AB
Annapolis	AN
Bel Air	BE
Bowie	BO
Calvert County	CV
Cecil County (includes North East, Perryville, and Rising Sun)	CE
Easton	EA
Elkton	EL
Frederick County (includes Brunswick, Emmitsburg, Middletown, Myersville, Thurmont, and Walkersville)	FR
City of Frederick	FC
Gaithersburg	GA
Hagerstown	HG
Havre de Grace	HV
Indian Head	IH
La Plata	LP
Queen Anne's County	QA
Rockville	RO
Takoma Park	TP
Salisbury	SI
St. Mary's County	SM
Wicomico County (includes Fruitland)	WI
Washington County (includes Boonsboro, Smithsburg, and Williamsport)	WA

State and federal permittees are also required to use a 13 character BMP_ID. Suggested agency codes are listed in the Excel spreadsheet template. If a permittee would like to use a different agency code than found in the template, MDE must approve that alternative agency code to ensure that it is not already in use.

Examples of how to populate the BMP_ID field for a State or federal permittee using the required 13 characters is provided:

Table B.2.b

<i>Agency: Architect of the Capitol</i>	<i>AOC</i>
	<i>+</i>
<i>Year feature/record was captured: 2012</i>	<i>12</i>
	<i>+</i>
<i>Identifying code: BMP</i>	<i>BMP</i>
	<i>+</i>
<i>Record number: 1</i>	<i>00001</i>
<i>BMP_ID</i>	<i>= AOC12BMP00001</i>

<i>Agency: Maryland Army National Guard</i>	<i>MARNG</i>
	<i>+</i>
<i>Year feature/record was captured: 2012</i>	<i>12</i>
	<i>+</i>
<i>Identifying code: BMP</i>	<i>BMP</i>
	<i>+</i>
<i>Record number: 1</i>	<i>001</i>
<i>BMP_ID</i>	<i>= MARNG12BMP001</i>

Table B.3 BMP Database Codes: BMP Class and BMP Type

BMP Class	BMP Type Code	BMP Type
Alternative Surfaces (A)		
E	AGRE	Green Roof – Extensive
E	AGRI	Green Roof – Intensive
E	APRP	Permeable Pavements
E	ARTF	Reinforced Turf
Nonstructural Techniques (N)		
E	NDRR	Disconnection of Rooftop Runoff
E	NDNR	Disconnection of Non-Rooftop Runoff
E	NSCA	Sheetflow to Conservation Areas
Micro-Scale Practices (M)		
E	MRWH	Rainwater Harvesting
E	MSGW	Submerged Gravel Wetlands
E	MILS	Landscape Infiltration
E	MIBR	Infiltration Berms
E	MIDW	Dry Wells
E	MMBR	Micro-Bioretenion
E	MRNG	Rain Gardens
E	MSWG	Grass Swale
E	MSWW	Wet Swale
E	MSWB	Bio-Swale
E	MENF	Enhanced Filters
Ponds (P)		
S	PWED	Extended Detention Structure, Wet
S	PWET	Retention Pond (Wet Pond)
S	PMPS	Multiple Pond System
S	PPKT	Pocket Pond
S	PMED	Micropool Extended Detention Pond
Wetlands (W)		
S	WSHW	Shallow Marsh
S	WEDW	Extended Detention – Wetland
S	WPWS	Wet Pond – Wetland
S	WPKT	Pocket Wetland
Infiltration (I)		
S	IBAS	Infiltration Basin
S	ITRN	Infiltration Trench
Filtering Systems (F)		
S	FBIO	Bioretention
S	FSND	Sand Filter
S	FUND	Underground Filter
S	FPER	Perimeter (Sand) Filter

BMP Class	BMP Type Code	BMP Type
S	FORG	Organic Filter (Peat Filter)
S	FBIO	Bioretention
Open Channels (O)		
S	ODSW	Dry Swale
S	OWSW	Wet Swale
Other Practices (X)		
S	XDPD	Detention Structure (Dry Pond)
S	XDED	Extended Detention Structure, Dry
S	XFLD	Flood Management Area
S	XOGS	Oil Grit Separator
S	XOTH	Other

Alternative BMP Classification, Alternative BMP Type, and Alternative BMP Name

Alt. BMP Class	BMP Type Code	BMP Name
A	MSS	Mechanical Street Sweeping
A	VSS	Regenerative/Vacuum Street Sweeping
A	IMPP	Impervious Surface Elimination (to pervious)
A	IMPF	Impervious Surface Elimination (to forest)
A	FPU	Planting Trees or Forestation on Pervious Urban
A	CBC	Catch Basin Cleaning
A	SDV	Storm Drain Vacuuming
A	STRE	Stream Restoration
A	OUT	Outfall Stabilization
A	SPSC	Regenerative Step Pool Storm Conveyance
A	SHST	Shoreline Management
A	SEPP	Septic Pumping
A	SEPD	Septic Denitrification
A	SEPC	Septic Connections to WWTP
A	NNET	Nutrient Net (Agriculture Trading)
A	POTW	Publicly Owned Treatment Works (WWTP Trading)

Table B.4 Alternative Urban BMPs and Impervious Acre Credit

Alternative BMP	Calculating Impervious Acre Credit ¹	Impervious Acre Equivalent
Mechanical Street Sweeping	Acres swept multiplied by 0.07 = acres of credit	0.07
Regen/Vacuum Street Sweeping	Acres swept multiplied by 0.13 = acres of credit	0.13
Reforestation on Pervious Urban	Acres of reforested land multiplied by 0.38 = acres of credit	0.38
Impervious Urban to Pervious	Acres of reforested land multiplied by 0.75 = acres of credit	0.75
Impervious Urban to Forest	Acres of reforested land multiplied by 1.00 = acres of credit	1.00
Regenerative Step Pool Storm Conveyance (SPSC) ²	Located in dry or ephemeral channels; credit is based on rainfall depth treated	Varies ²
Catch Basin Cleaning	Tons of dry material collected multiplied by 0.40 = acres of credit	0.40
Storm Drain Vacuuming	Tons of dry material collected multiplied by 0.40 = acres of credit	0.40
Mechanical Street Sweeping	Tons of dry material collected multiplied by 0.40 = acres of credit	0.40
Regen/Vacuum Street Sweeping	Tons of dry material collected multiplied by 0.40 = acres of credit	0.40
Stream Restoration	Linear feet of stream restored multiplied by 0.01 = acres of credit	0.01
Outfall Stabilization	Linear feet of outfall stabilized multiplied by 0.01 = acres of credit; max credit is 2 acres per project	0.01
Shoreline Management	Linear feet of shoreline restored multiplied by 0.04 = acres of credit	0.04
Septic Pumping	Units pumped (annually) multiplied by 0.03 = acres of credit	0.03
Septic Denitrification	Units upgraded (w/denitrification) multiplied by 0.26 = acres of credit	0.26
Septic Connections to WWTP	Units connected to a WWTP multiplied by 0.39 = acres of credit	0.39
<p>1. For more information on calculating credits for alternative BMPs, see <i>Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated</i> (MDE, 2014).</p> <p>2. Full impervious area credit is granted when practice treats 1 inch of rainfall. If the full WQ_v is not provided, then the impervious area credit is based on the percentage of 1 inch that is treated. Described in Appendix B, Section III.B.</p>		

APPENDIX C

Municipal Small MS4 Notice of Intent

Municipal Small MS4 Notice of Intent

Maryland Department of the Environment (MDE)

**National Pollutant Discharge Elimination System (NPDES)
Small Municipal Separate Storm Sewer Systems (MS4) General Permit**

This Notice of Intent (NOI) is intended for municipalities applying for coverage under the General Discharge Permit (No. 13-IM-5500) for Small MS4s. Submitting this application constitutes notice that the entity below agrees to comply with all terms and conditions of the general permit. The information required in this NOI must be submitted to:

Maryland Department of the Environment, Water and Science Administration
Sediment, Stormwater, and Dam Safety Program
1800 Washington Boulevard, Baltimore, MD 21230-1708
Phone: 410-537-3543 FAX: 410-537-3553
Web Site: www.mde.maryland.gov

Contact Information

Permittee Name:	<input type="text"/>
Responsible Personnel:	<input type="text"/>
Mailing Address:	<input type="text"/> <input type="text"/>
Phone Number(s):	<input type="text"/>
Email address:	<input type="text"/>
Additional Contact(s):	<input type="text"/>
Mailing Address:	<input type="text"/> <input type="text"/>
Phone Number(s):	<input type="text"/>
Email address:	<input type="text"/>

Signature of Responsible Personnel

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

Printed Name

Signature

Date

Municipal Small MS4 Notice of Intent

Due Date:

Date of Submission:

Permittee Information

Renewal Permittee:

New Permittee:

Check if sharing responsibilities with another entity: Yes No

Required Information

1. A brief description of jurisdiction for which coverage is being sought:

2. The approximate size of jurisdiction (square miles):

3. Population:

4. Provide a list of properties owned or operated by the permittee covered under the Maryland General Permit for Stormwater Discharges Associated with Industrial Activity or an individual industrial water discharge permit:

5. Describe any programs that the applicant will share responsibilities for compliance with another entity. Describe the role of all parties and include a copy of a memorandum of agreement when applicable:

6. Anticipated expenditures to implement the terms and conditions of the permit:

APPENDIX D

Municipal Small MS4 Progress Report

Maryland Department of the Environment (MDE)

**National Pollutant Discharge Elimination System (NPDES)
Small Municipal Separate Storm Sewer Systems (MS4) General Permit**

This Progress Report is required for those jurisdictions covered under General Discharge Permit No. 13-IM-5500. Progress Reports must be submitted to:

Maryland Department of the Environment, Water and Science Administration
Sediment, Stormwater, and Dam Safety Program
1800 Washington Boulevard, Suite 440, Baltimore, MD 21230-1708
Phone: 410-537-3543 FAX: 410-537-3553
Web Site: www.mde.maryland.gov

Contact Information

Permittee Name:

Responsible Personnel:

Mailing Address:

Phone Number(s):

Email address:

Additional Contact(s):

Mailing Address:

Phone Number(s):

Email address:

Signature of Responsible Personnel

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

Printed Name

Signature

Date

Reporting Period (State Fiscal Year):

Due Date:

Date of Submission:

Type of Report Submitted:

Impervious Area Restoration Progress Report (Annual):

Six Minimum Control Measures Progress (Years 2 and 4):

Both:

Permittee Information:

Renewal Permittee:

New Permittee:

Compliance with Reporting Requirements

Part VI of the Small MS4 General Discharge Permit (No. 13-IM-5500) specifies the reporting information that must be submitted to MDE to demonstrate compliance with permit conditions. The specific information required in this MS4 Progress Report includes:

1. Annual: Progress toward compliance with impervious area restoration requirements in accordance with Part V of the general permit. All requested information and supporting documentation must be submitted as specified in Section I of the Progress Report.
2. Years 2 and 4: Progress toward compliance with the six minimum control measures in accordance with Part IV of the general permit. All requested information and supporting documentation shall be reported as specified in Section II of the Progress Report. MDE may request more frequent reporting and/or a final report in year 5 if additional information is needed to demonstrate compliance with the permit.

Instructions for Completing Appendix D Reporting Forms

The reporting forms provided in Appendix D allow the user to electronically fill in answers to questions. Users may enter quantifiable information (e.g., number of outfalls inspected) in text boxes. When a more descriptive explanation is requested, the reporting forms will expand as the user types to allow as much information needed to fully answer the question. The permittee must indicate in the forms when attachments are included to provide sufficient information required in the MS4 Progress Report.

Section I: Impervious Area Restoration Reporting Form

Section I: Impervious Area Restoration Reporting

1. a. Was the impervious area baseline assessment submitted in year 1?

Yes No

b. If No, describe the status of completing the required information and provide a date at which all information required by MDE will be submitted:

- c. Has the baseline been adjusted since the previous reporting year?

Yes No

2. Complete the information below based on the most recent data:

Total impervious acres of jurisdiction covered under this permit:

Total impervious acres treated by stormwater water quality best management practices (BMPs):

Total impervious acres treated by BMPs providing partial water quality treatment (multiply acres treated by percent of water quality provided):

Total impervious acres treated by nonstructural practices (i.e., rooftop disconnections, non-rooftop disconnections, or vegetated swales):

Total impervious acres untreated in the jurisdiction:

Twenty percent of this total area (this is the restoration requirement):

Verify that all impervious area draining to BMPs with missing inspection records is not considered treated. Describe how this information was incorporated into the overall analysis:

2. Has an Impervious Area Restoration Work Plan been developed and submitted to MDE in accordance with Part V.B, Table 1 of the permit or other format?

Yes No

Has MDE approved the work plan?

Yes No

Section I: Impervious Area Restoration Reporting

If the answer to either question is No, describe the status of submitting (or resubmitting) the work plan to MDE and provide a date at which all outstanding information will be available:

Describe progress made toward restoration planning, design, and construction efforts and describe adaptive management strategies necessary to meet restoration requirements by the end of the permit term:

3. Has a Restoration Schedule been completed and submitted to MDE in accordance with Part V.B, Table 2 of the permit?

Yes No

In year 5, has a complete restoration schedule been submitted including a complete list of projects and implementation dates for all BMPs needed to meet the twenty percent restoration requirement?

Yes No

Are the projected implementation years for completion of all BMPs no later than 2025?

Yes No

Describe actions planned to provide a complete list of projects in order to achieve compliance by the end of the permit term:

Describe the progress of restoration efforts (attach examples and photos of proposed or completed projects when available):

4. Has the BMP database been submitted to MDE in Microsoft Excel format in accordance with Appendix B, Tables B.1.a, b, and c?

Yes No

Is the database complete?

Yes No

If either answer is No, describe efforts underway to complete all data fields, and a date that MDE will receive the required information:

Section I: Impervious Area Restoration Reporting

5. Provide a summary of impervious area restoration activities planned for the next reporting cycle (attach additional information if necessary):
6. Describe coordination efforts with other agencies regarding the implementation of impervious area restoration activities:
7. List total cost of developing and implementing the impervious area restoration program during the permit term:

Section II: Minimum Control Measures Reporting Forms

MCM #1: Public Education and Outreach

1. Does the permittee maintain a process and phone number for the public to report water quality complaints?

Yes No

Number of complaints received:

Describe the actions taken to address the complaints:

2. Describe training to employees to reduce pollutants to the MS4:

3. Describe the target audience(s) within the jurisdiction:

4. Are examples of educational/training materials attached with this report?

Yes No

Provide the number and type of educational materials distributed:

Describe how the public outreach program is appropriate for the target audience(s):

5. Describe how stormwater educational materials were distributed to the public (e.g., newsletters, website):

6. Describe how educational programs facilitated efforts to reduce pollutants in stormwater runoff:

7. Provide a summary of the activities planned for the next reporting cycle:

8. List the total cost of implementing this MCM over the permit term:

MCM #2: Public Involvement and Participation

1. Describe how the public involvement and participation program is appropriate for the target audience(s):

2. Quantify and report public involvement and participation efforts shown below where applicable.

Number of participants at public events:

Quantity of trash and debris removed at clean up events:

Number of employee volunteers participating in sponsored events:

Number of trees planted:

Length of stream cleaned (feet):

Number of storm drains stenciled:

Number of public notices published to facilitate public participation:

Number of public meetings organized:

Total number of attendees at all public meetings:

Describe the agenda, items discussed, and collaboration efforts with interested parties for public meetings:

Describe how public comments have been incorporated into the permittee's MS4 program, including water quality improvement projects to address impervious area restoration requirements:

Describe any additional events and activities if applicable:

MCM #2: Public Involvement and Participation

3. Provide a summary of activities planned for the next reporting cycle:

4. List the total cost of implementing this MCM for the permit term:

MCM #3: Illicit Discharge Detection and Elimination (IDDE)

1. Does the permittee maintain a map of the MS4 owned or operated by the permittee, including stormwater conveyances, outfalls, stormwater best management practices (BMPs), and waters of the U.S. receiving stormwater discharges?
 Yes No

If Yes, attach the map to this report and provide a progress update on any features that are still being mapped. If No, detail the current status of map development and provide an estimated date of submission to MDE:

2. Does the permittee have an ordinance, or other regulatory means, that prohibits illicit discharges?
 Yes No

If Yes, describe the means for enforcement utilized by the permittee (alternatively, a link may be provided to the permittee's webpage where this information is available). If No, describe the permittee's plan, including approximate time frame, to establish a regulatory means to prohibit illicit discharges:

3. Describe the process the permittee utilizes for gaining access to private property to investigate and eliminate illicit discharges:

4. Did the permittee submit to MDE standard operating procedures (SOPs) in accordance with Part IV.C of the permit?
 Yes No

If No, provide a proposed date that SOPs will be submitted to MDE. MDE may require more frequent reports for delays in program development:

Did MDE approve the submitted SOPs?
 Yes No

If No, describe the status of requested SOP revisions and approximate date of resubmission for MDE approval:

MCM #3: Illicit Discharge Detection and Elimination (IDDE)

5. Describe how the permittee prioritized screening locations in areas of high pollutant potential and identify the areas within which screenings were conducted during this reporting period:

6. Answers to the following questions must reflect this two-year reporting period.

How many outfalls are identified on the map?

How many outfalls were required to be screened for dry weather flows to meet the minimum numeric requirement (i.e., 20% of total outfalls, up to 100)?

How many outfalls were screened for dry weather flows?

Per the permittee's SOP, how frequently were outfalls required to be screened?

At what frequency were outfalls screened during the reporting period?

How many dry weather flows were observed?

If dry weather flows were observed, how many were determined to be illicit discharges?

Describe the investigation process to track and eliminate each suspected illicit discharge and report the status of resolution:

7. Describe maintenance or corrective actions undertaken during this reporting period to address erosion, debris buildup, sediment accumulation, or blockage problems:

8. Is the permittee maintaining all IDDE inspection records and are they available to MDE during site inspections?
 Yes No

MCM #3: Illicit Discharge Detection and Elimination (IDDE)

9. If spills, illicit discharges, and illegal dumping occurred during this reporting period, describe the corrective actions taken, including enforcement activities, and indicate the status of resolution:

10. Attach to this report specific examples of educational materials distributed to the public related to illicit discharge reporting, illegal dumping, and spill prevention. If these are not available, describe plans to develop public education materials and submit examples with the next Progress Report:

11. Specify the number of employees trained in illicit discharge detection and spill prevention:

12. Provide examples of training materials. If not available, describe plans to develop employee training and submit examples with the next Progress Report:

13. List the cost of implementing this MCM during this permit term:

MCM #4: Construction Site Stormwater Runoff Control

Erosion & Sediment Control Program Procedures, Ordinances, and Legal Authority

1. Does the permittee have an MDE approved ordinance?
 Yes No

Has the permittee submitted modifications to MDE?
 Yes No

Has the adopted ordinance been submitted to MDE?
 Yes No

If No, is the adopted ordinance attached?
 Yes No

2. Does the permittee rely on the County, local Soil Conservation District, or MDE to perform any or all requirements for an acceptable erosion and sediment control program?
 Yes No

If Yes, check all that apply:
 Plan Review and Approval
 Construction Inspections
 Enforcement

3. Does the permittee have a process to ensure that all necessary permits for a proposed development have been obtained prior to issuance of a grading or building permit?
 Yes No

Explain how the permittee ensures all permits are in place:

Erosion & Sediment Control Program Implementation Information

1. Does the permittee have a process for receiving, investigating, and resolving complaints from interested parties related to construction activities and erosion and sediment control?
 Yes No

Describe the process:

Provide a list of all complaints and summary of actions taken to resolve them:

MCM #4: Construction Site Stormwater Runoff Control

2. Total number of active construction projects within the reporting period:

Provide a list of all construction projects and disturbed areas:

Does the permittee submit grading reports to MDE (only applies if the permittee has an MDE approved ordinance)?

Yes No N/A

3. Total number of violation notices issued related to this MCM within the permit area (report total number whether the permittee or another entity performs inspections):

Describe the status of enforcement activities:

Describe how the permittee communicates and collaborates with the enforcement authority for violations within the permit area. Include measures taken by the permittee such as suspending or denying a building or grading permit in order to prevent the discharge of pollutants into the MS4:

Are erosion and sediment control inspection records retained and available to MDE during field review of local programs?

Yes No

If No, explain:

4. Number of staff trained in MDE's Responsible Personnel Certification:

5. Describe the coordination efforts with other entities regarding the implementation of this MCM:

6. List the total cost of implementing this MCM over the permit term:

MCM #5: Post Construction Stormwater Management

Stormwater Management Program Procedures, Ordinances, and Legal Authority

1. Does the permittee have an MDE approved ordinance? Yes No
- Has the permittee submitted modifications to MDE? Yes No
- Has the adopted ordinance been submitted to MDE? Yes No
- If No, is the adopted ordinance attached? Yes No

2. Does the permittee have a memorandum of understanding (MOU) with the County to perform any or all requirements for an acceptable stormwater program?

Yes No

If Yes, check all that apply:

- Plan Review and Approval
- First Year Post Construction Inspections
- As-Built Plan Approval
- Post Construction Triennial Inspections
- Enforcement
- BMP Tracking and Reporting

Stormwater Management Program Implementation Information

1. Has an Urban BMP database been submitted in accordance with the database structure in Appendix B, Tables B.1.a, b, and c as a Microsoft Excel file?

Yes No

Describe the status of the database and efforts to complete all data fields:

2. Total number of triennial inspections performed:

Total number of BMPs jurisdiction-wide:

Are inspections performed at least once every three years for all BMPs?

Yes No

If No, describe how the permittee will catch up on past inspections and remain on track to perform BMP inspections once every three years:

MCM #5: Post Construction Stormwater Management

Are BMP inspection records retained and available to MDE during field review of local programs?

Yes No

3. Total number of violation notices issued:

Describe efforts to bring BMPs into compliance and the status of enforcement activities within the jurisdiction:

4. Describe how the permittee coordinates and cooperates with the County to ensure stormwater BMPs are functioning according to approved standards. (Applicable for municipalities that rely on the County to perform stormwater triennial inspections):

5. Provide a summary of routine maintenance activities for all publicly owned BMPs:

Number of publicly owned BMPs:

Describe how often BMPs are maintained. Specify whether maintenance activities are more frequent for certain BMP types:

Are BMP maintenance checklists and procedures for publicly owned BMPs available to MDE during field review of local programs?

Yes No

Are BMP maintenance records retained and available to MDE during field review of local programs?

Yes No

If either answer is No, describe planned actions to implement maintenance checklists and procedures and provide formal documentation of these activities:

6. Number of staff trained in proper BMP design, performance, inspection, and routine maintenance:

MCM #5: Post Construction Stormwater Management

7. Provide a summary of activities planned for the next reporting cycle:

8. List the total cost of implementing this MCM over the permit term:

MCM #6: Pollution Prevention and Good Housekeeping

1. Provide a list of topics covered during the last training session related to pollution prevention and good housekeeping, and attach to this report specific examples of training materials:

List all training dates within this two-year reporting period:

Number of staff attended:

2. Are the good housekeeping plan and inspection records at each property retained and available to MDE during field review of the local program? Yes No

If No, explain:

Provide details of all discharges, releases, leaks, or spills that occurred in the past reporting period using the following format (attach additional sheets if necessary).

Property Name: Date:

Describe observations:

Describe permittee's response:

3. Quantify and report property management efforts as shown below, where applicable (attach additional sheets if necessary).

Number of miles swept:

Amount of debris collected from sweeping (indicate units):

If roads and streets are swept, describe the strategy the permittee has implemented to maximize efficiency and target high priority areas:

Number of inlets cleaned:

Amount of debris collected from inlet cleaning (indicate units):

MCM #6: Pollution Prevention and Good Housekeeping

Describe how trash and hazardous waste materials are disposed of at permittee owned and operated property(ies), including debris collected from street sweeping and inlet cleaning:

Does the permittee have a current State of Maryland public agency permit to apply pesticides?

Yes No

If No, explain (e.g., contractor applies pesticides):

Does the permittee employ at least one individual certified in pesticide application?

Yes No

If Yes, list name(s):

If the permittee applied pesticides during the reporting year, describe good housekeeping methods (e.g., integrated pest management, alternative materials/techniques):

If the permittee applied fertilizer during the reporting year, describe good housekeeping methods (e.g., application methods, chemical storage, native or low maintenance species, training):

If the permittee applied materials for snow and ice control during the reporting year, describe good housekeeping methods (e.g., pre-treatment, truck calibration and storage, salt domes):

Describe good housekeeping BMP alternatives not listed above:

4. If applicable, provide a status update for permittee owned or operated properties regarding coverage under the Maryland General Permit for Stormwater Discharges Associated with Industrial Activity or an individual industrial surface water discharge permit:

5. List the total cost of implementing this MCM over the permit term:



L&S Dirt Work LLC
4560 Crain Hwy Ste 9
White Plains, MD 20695
240-926-4546
l.sdirtwork@gmail.com
11/19/2025

Town of La Plata
305 Queen Anne St
La Plata, MD 20646

Dear Town of La Plata,

On behalf of **L&S Dirt Work LLC**, we hereby submit our bid in response to the **Request for Bid (RFB) Redwood Lake Stormwater Management Pond Rehabilitation Project**. This letter serves as the **official record of the transmittal of our bid package**.

We also confirm that we have received, reviewed, and acknowledged **all amendments, addendums, and changes** issued in connection with this RFB, including:

We affirm our full compliance with all requirements, terms, conditions, and specifications stated in the RFB and its amendments. Additionally, we confirm that the individual signing this letter is **duly authorized to commit L&S Dirt Work LLC** to the services and obligations outlined in the RFB.

We appreciate the opportunity to participate in this procurement process and remain available for any additional information or clarification you may require.

Sincerely,

Ferdin Lemus
President
L&S Dirt Work LLC

DIRT WORK LLC



L&S Dirt Work LLC brings a proven track record of delivering high-quality civil construction and utility infrastructure projects with a strong commitment to safety, efficiency, and client satisfaction.

Our team is led by Forman, Labors, Skilled Labors and Operators professionals with extensive experience in stormwater management, waterline installation, site improvements, etc. Collectively, they bring decades of expertise in successfully managing and executing projects of similar scope and complexity.

Firm Background

L&S Dirt Work LLC was established in 2021 with the mission of delivering reliable, high-quality construction services across the DMV area. Over the years, the firm has grown steadily in both capacity and expertise, positioning itself as a trusted partner in the execution of civil, utility, and infrastructure projects.

Our company operates with a team of 20 employees, including skilled tradesmen, certified field technicians, and experienced project managers. Our headquarters is located at 4560 Crain Hwy Ste 9, White Plains, MD 20695, and additional operations in Washington DC & Virginia.

Throughout our history, we have successfully delivered projects ranging in value from \$500,000 to \$1,800,000, demonstrating our ability to manage complex scopes of work while maintaining cost efficiency and high-quality results.

We have extensive experience in the replacement and modernization of stormwater drainage systems, including the removal of deteriorated pipes, installation of new lines in PVC, HDP, CMP construction of manholes, inspection chambers, and collection systems, as well as the proper leveling and compaction of trenches to ensure efficient and safe flow.

Our technical team is trained to evaluate existing infrastructure, identify structural or hydraulic failures, and implement long-lasting solutions in accordance with applicable quality, safety, and regulatory standards. This combination of experience allows us to offer comprehensive projects that ensure the functionality, stability, and extended lifespan of both ponds and stormwater drainage systems.

DIRT WORK LLC



Type of Structure	Utilities, Stormwater Management
Year Constructed	2024/2025
Owner	Sorensen Gross Company
Location (City, State)	Lexington Park MD
Owner's Contact Person	Andrew Baroncelli
Owner's Telephone No.	571 313-0395
Owner's Email Address	abaroncelli@sgcompany.com

Type of Structure	STWM Mgt, Concrete, Utilities
Year Constructed	2025
Owner	Sorensen Gross
Location (City, State)	Washington DC
Owner's Contact Person	Terry Stangl
Owner's Telephone No.	571-313-0395
Owner's Email Address	tstangl@sgcompany.com

Type of Structure	Utilities , Erosion Control
Year Constructed	2023/2024
Owner	Narenco Company
Location (City, State)	Chestertown, MD
Owner's Contact Person	Steve Strokis
Owner's Telephone No.	803-207-3242
Owner's Email Address	steve.strokis@narenco.com



Type of Structure	Utilities, Stormwater Management, Excavation Earthwork
Year Constructed	2022/2023/2025
Owner	Global Green
Location (City, State)	Waldorf MD
Owner's Contact Person	Barry Dunaway
Owner's Telephone No.	301-440-1960
Owner's Email Address	bdunaway@globalgreen.biz

Type of Structure	Utilities and Precast Structures
Year Constructed	2022/2023
Owner	Jones Power
Location (City, State)	La Plata MD
Owner's Contact Person	Austin Brannan
Owner's Telephone No.	601-319-4630
Owner's Email Address	Austin.Brannan@jonespower.com

Team Qualifications Highlights:

- All team members are OSHA 10/30 certified and trained in first aid/CPR.
- Crew members have completed training in underground utility location and damage prevention.
- The team regularly undergoes refresher courses to stay up to date on municipal codes, safety standards, and technical procedures relevant to their respective tasks.
- Each member has a minimum of **10** years of experience in similar infrastructure repair and maintenance projects.

This dedicated and well-rounded team is prepared to mobilize promptly and perform high-quality work in accordance with industry standards and regulatory requirements. Resumes and certifications for all key personnel can be provided upon request.



Work Plan and Timeline for Project Completion

The following Work Plan and Timeline outlines the sequence of activities required to complete the project in accordance with the specified Sequence of Construction. Durations are estimated and may be adjusted based on field conditions, inspector requirements, and weather constraints.

Pre-Construction Activities (Days 1–3)

1. Notifications and Coordination (Day 1)

- Notify MDE Sediment Control Inspector, MDE Water and Science Administration, and the Town of La Plata at least 48 hours before construction begins.
- Coordinate with Miss Utility to verify and mark all underground utilities.
- Stake out the work limits.

2. Sediment Control Inspector Approval (Day 2–3)

- Install perimeter erosion and sediment controls as required.
- Request inspection and obtain approval prior to performing any earth-disturbing activities.

Initial Site Preparation (Days 4–6)

1. Erosion & Sediment Control Installation (Day 4–5)

- Install all sediment and erosion control practices per plan:
 - Clean water diversions
 - Silt fence
 - Pump-around system components
 - Outlet protection
 - Filter bags

2. Site Cleaning and Grubbing (Day 6)

- Clear and grub work areas as needed.



- Deliver and stage all materials for the riser on site before construction of the structure begins.

Riffle Installation & Bank Protection (Days 7–12)

Note: All in-stream work depends on *3-day dry weather periods* as required by the sequence.

1. First 3-Day Dry Weather Period (Days 7–9)

- Install riffle plunge pool.
- Repair adjacent slopes with minimal disturbance.
- Avoid tree removal unless approved by the inspector.
- Stabilize downstream work area daily.
- Install pump-around system and place sandbags at outfall.

2. Pipe Sliplining – First Segment (Days 10–11)

- Spline (slipline) the first pipe segment, one pipe at a time.
- Install pump-around through opposite pipe and repeat the process.

Filter Bed & Additional Riffle Installation (Days 13–20)

1. Install Filter Bed Material (Days 13–14)
2. Second 3-Day Dry Weather Period (Days 15–17)

- Install a second series of riffles.
- Install filter bed mix.
- Track riffle mix in with heavy machinery.
- Wash in layers of sand (25%) and silica gravel (75%).
- Seed disturbed areas with upland seed mix.

Riser Structure Construction (Days 21–30)

1. Pump-Around System & Riser Construction (Days 21–27)



- Install 24-hour pump-around as required.
- Construct riser structure on prepared foundation.
- Replace riprap and stabilize areas progressively.
- Ensure 24-hour pump-around continues until concrete curing is complete.

2. Riser Completion (Days 28–30)

- Install anti-vortex device.
- Install bottom drain with water-tight joint.

Embankment & Outfall Construction (Days 31–37)

1. Embankment Work (Days 31–34)

- Remove existing embankment lighting if in conflict.
- Construct new earthen embankment to required elevations and alignment.

2. Outfall Structure (Days 35–37)

- Install pump-around protection as required.
- Complete outfall structure and transition to existing grade.

Final Stabilization & Site Restoration (Days 38–45)

1. Stabilization (Days 38–42)

- Install permanent seeding and stabilization measures.
- Remove temporary pump-around and erosion control devices when permitted.

2. Final Inspections and Punch List (Days 43–45)

- Request final inspection from the Town of La Plata and MDE Inspector.
- Complete any remaining punch-list items.
- Final cleanup and demobilization.



Management Plan and Technical Approach

1. Project Management Strategy

Our management approach focuses on controlling schedule, safety, quality, and communication throughout all phases of the project. The following components define our project management strategy:

1.1 Project Coordination

- Establish a single point of contact (Project Manager) responsible for coordination with the Town of La Plata, MDE Inspector, and all stakeholders.
- Conduct a pre-construction meeting to review scope, sequencing, access, and safety procedures.
- Maintain continuous communication with regulatory agencies regarding required inspections and dry-weather work periods.

1.2 Scheduling and Sequencing

- Implement the project according to the approved Gantt Chart and the Sequence of Construction.
- Plan critical activities around required **48-hour notifications, 3-day dry weather windows, and pump-around operations.**
- Adjust schedule dynamically based on weather conditions, site constraints, and inspector approvals.

1.3 Quality Control

- Assign a dedicated Quality Control Manager (QCM) to oversee compliance with:
 - Project specifications
 - Erosion and sediment control standards
 - MDE requirements
 - Material installation procedures
- Maintain daily inspection logs documenting work performed, weather conditions, and any field adjustments.

1.4 Safety Management



- Implement a Site-Specific Safety Plan (SSSP) including trench safety, equipment operation, working near water, and pump-around operations.
- Conduct daily toolbox talks focused on activities scheduled for the day.
- Maintain clearly marked access points, exclusions zones, and emergency response protocols.

2. Technical Approach for Project Execution

The technical approach ensures that all work is completed in accordance with the design intent and environmental regulations.

2.1 Pre-Construction Setup

- Perform utility marking and site staking to confirm work zone limits.
- Install perimeter erosion and sediment control measures including silt fence, diversion berms, filter bags, and pump-around components.
- Obtain sediment control approval before initiating earth-disturbing work.

2.2 Pump-Around and Water Control Management

Water control is critical to completing in-stream activities:

- Install pump-around systems to bypass flow during construction of riffles, plunge pools, sliplining, and riser structure.
- Ensure pumps, backup pumps, hoses, and filter bags are sized and maintained to handle expected flow conditions.
- Maintain 24/7 operation of pump-around during riser concrete work until curing is complete.
- Inspect sandbag berms and bypassing systems regularly for integrity.

2.3 Riffle Construction and Streambank Stabilization

- Construct riffles during **approved 3-day dry-weather periods**.
- Minimize disturbance to adjacent banks and trees as required by the inspector.
- Place and track riffle mix using heavy machinery, followed by washing in the sand/gravel layers.



- Stabilize disturbed areas daily using upland seed mix and erosion control matting.

2.4 Sliplining of Pipe

- Perform sliplining in segments, maintaining continuous flow via pump-around through parallel pipe sections.
- Inspect pipe alignment, insertion trajectory, and joint seals.
- Ensure stability of downstream work areas each day.

2.5 Riser Structure Construction

- Excavate and build the riser structure foundation following approved design elevations.
- Install anti-vortex device, bottom drain, and watertight joints.
- Ensure 24-hour pump-around operation remains active during curing.

2.6 Embankment and Outfall Structures

- Construct embankment fills to required grades, compacting in controlled lifts.
- Coordinate removal or relocation of lighting or obstructions.
- Install outfall structure and transition ties into existing embankments.

2.7 Final Stabilization and Restoration

- Apply permanent seed, stabilization matting, and erosion control as required.
- Remove temporary controls only after inspector approval.
- Restore all disturbed areas to pre-construction condition or better.

3. Environmental Compliance

- All work follows MDE requirements, Town of La Plata regulations, and project-specific erosion and sediment control plans.
- Maintain environmental protection measures throughout construction, including silt controls, pump-around filtration, and monitoring of sediment discharge.
- Document compliance with daily reports and photo logs.

BID DOCUMENTS

In order to qualify for this Project, Contractors must submit all information requested in the following pages.

CONTRACTOR INFORMATION

Bids must adhere to the format of these Bid forms and content of this RFB. Bids will not be evaluated unless all parts of the Bid form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Contractor Name	L&S Dirt Work LLC
Address	4560 Crain Hwy Ste 9
Town, State, Zip	White Plains MD 20695
Contact Person	Ferdin Lemus
Phone Number	240-926-4546
Email Address	lsdirtwork.ferdin@gmail.com

COMPANY BACKGROUND

Company Name L&S Dirt Work LLC

Main Office Location 4560 Crain Hwy Ste 9 White Plains MD 20695

Year Founded 2021

Project Manager Name Ferdin Lemus

Project Manager Phone 240-926-4546

Project Manager Email lsdirtwork.ferdin@gmail.com

Years of Experience 20+

Has the company ever operated under another name? If yes, what name?

No

Do you have the equipment and staff available to start within 10 days of notice to proceed?

Yes

If no to the previous question, how long would it take to have the equipment and staff available?

Has the company ever done work with the Town of La Plata? If yes, when and what type of work.

No

BID FORM PRICE AUTHORIZATION

By signing this Bid form, such action certifies that the Contractor has personal knowledge of the following: That said Contractor has examined the RFB and specifications, carefully prepared the Bid form, and has checked the same in detail before submitting said Bid; and that said Contractor, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Proposing in connection with this Bid. That all of said work will be performed at the Contractor's own proper cost and expense. The Contractor will furnish all necessary labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract. The Town will supply materials unless otherwise noted. The undersigned, being a reputable Contractor and having submitted the necessary pre- qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Bid:

Name of Contractor L&S Dirt Work LLC

Authorized Signature 

Name and Title of Signatory Ferdin Lemus, President

Date 11/19/2025

Type of Organization (circle one): Corporation Partnership **Proprietorship**

SEAL:
(If corporation)

REFERENCES

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

Name of Project Global Green

Owner of Project Global Green

Address of Project Billingsley Rd, Waldorf MD 20602

Contact Barry Dunaway

Phone Number 301-440-1960

Email Address bdunaway@globalgreen.biz

Description of Work

Installation of 4 ponds, Installation of 400 LF of storm drain pipe, installation of 4 concrete walls, Rip Rap class 3 installation, Installation of 6000 LF of Silt Fence and 4000' LF super silt fence. Installation of 800 LF of a water line and 600 LF of a sewer line. Prep and installation of curb and gutter, preparation for paving in the main entrance.

Comments

REFERENCES

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

Name of Project Calvert Wood Recycling

Owner of Project Calvert Wood Recycling

Address of Project 6585 Ripley Rd La Plata, MD 20646

Contact Penny Sullivan

Phone Number 301-743-9011

Email Address scalehouse@calvertwoodrecycling.com

Description of Work

Installation of 2 ponds, Installation of 400 LF of a sewer line, Installation 500 LF of a 4" diameter water line

Comments

REFERENCES

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

Name of Project Pax River Village Center

Owner of Project Sorensen Gross

Address of Project 21703 Great Mills Rd Lexington Park MD 20653

Contact Andrew Baroncelli

Phone Number (810) 423-6618

Email Address abaroncelli@sgcompany.com

Description of Work

Demolish and remove existing structure slabs on grade and below at buildings. Site demolitio include grading, import to fill to proposed subgrade elevations, and cut to fill to proposed subgrade. Stormwater Managment Systems including micro-bioretenion, sanitary Sewer System, Water Main & Fire Main. Excavate bedding materials, compacted backfill and trench support.

Comments

CONTRACTOR INFORMATION

CONTRACTOR COMPANY NAME	L & Dirt Work LLC
CONTRACTOR CONTACT NAME	Ferdin Lemus
ADDRESS	4560 Crain Hwy #9, White Plains, MD 20695
CONTRACTOR PHONE	2409264546
CONTRACTOR EMAIL	l.sdirtwork@gmail.com

COST BREAKDOWN

MATERIALS/EQUIPMENT	QTY	RATE	TOTAL
Construction Stakeout	1	\$ 16,500.00	\$16,500.00
Asbuilts	1	\$ 4,800.00	\$4,800.00
All Materials	1	\$ 320,123.80	\$320,123.80
Equipment	1	\$ 59,705.94	\$59,705.94
Trucking (per CY)	260	\$ 32.51	\$8,452.60
Disposal Concrete (per CY)	141	\$ 26.50	\$3,736.50
TOTAL MATERIALS/EQUIPMENT			\$413,318.84

LABOR	HOURS	RATE	AMOUNT
Labors	1240.0	\$ 45.50	\$56,420.00
Operators	912.0	\$ 55.50	\$50,616.00
Forman	478.0	\$ 75.75	\$36,208.50
Pipe Layer	384.0	\$ 55.50	\$21,312.00
TOTAL LABOR			\$164,556.50

MISCELLANEOUS CHARGES

General (Mob, Testing, MOT, Bond)	1	\$ 48,870.00	\$48,870.00
			\$0.00
TOTAL MISCELLANEOUS			\$48,870.00

TOTAL MATERIALS/EQUIPMENT	\$413,318.84
TOTAL LABOR	\$164,556.50
TOTAL MISCELLANEOUS	\$48,870.00
SUBTOTAL	\$626,745.34
TOTAL	\$626,745.34



4560 CRAIN HWY STE 9,
WHITE PLAINS, MD 20695
(240) 926-4546
L.SDIRTWORK@GMAIL.COM

CONTRACT AGREEMENT

SUBCONTRACT AGREEMENT MADE ON THIS DAY December 16, 2026, BETWEEN:

CONTRACTOR:

L&S Dirt Work, LLC

4560 Crain Hwy Ste 9, White Plains MD 20695

OWNER:

Town of La Plata

305 Queen Anne St La Plata, MD 20646

CONTRACT: **#8041**

This Agreement (the "Contract") is made and entered into this 16 day of December 2025, by and between L&S Dirt Work LLC ("Contractor") and [Town of La Plata] ("Owner") in connection with the above-referenced project (the "Project"). In consideration of the mutual agreements and obligations expressed herein and for other good and valuable consideration, Contractor and Owner hereby contract and agree as follows:

1. CONTRACT DOCUMENTS. The Contractor agrees to furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform all work as set forth herein. This Contract includes the drawings and specifications referred to below, if any. This Contract constitutes the entire understanding between the parties and supersedes all negotiations, representations, and prior discussions between the parties relating to the subject matter of this Contract.

2. WORK: The Contractor will perform the following (the "SCOPE OF WORK"): See Exhibit A .

Contractor shall be responsible to perform all work described herein as well as any related work which is necessary for the proper and complete installation of its work. The Contract price includes all freight, taxes and delivery charges.

3. PAYMENT: Owner agrees to pay Contractor for the performance of the Work the sum of Six hundred twenty-six thousand, seven hundred forty-five dollars and 34/100 Dollars (\$626,745.34), subject to additions and deductions for changes agreed upon or determined as hereinafter provided. Partial payments will be made to the Contractor each month in an amount equal to the value of the Work performed, less the aggregate of



previous payments. No retention will be held. Payments will be made 30 days from the date of invoice.

4. SCHEDULE: Contractor will commence the work on or about December 16nd 2025 and complete the work on or about December 16nd 2026, subject however, to any delays beyond the control of the Contractor which may include, but are not limited to, acts of God, weather, war, availability of materials, Owner caused delays, governmental requirements or regulations, issuance of building permits, compliance with building, zoning, and planning laws, ordinances, regulation or orders, and litigation or threatened litigation pertaining to any of the foregoing.

5. CONTRACTOR'S DUTIES: The Work will be performed in accordance with the Contract Documents, local industry standards and practices, and all applicable building codes and regulations.

6. OWNERS' DUTIES: Owner represents and warrants to Contractor as follows: (a) Owner is authorized to enter into this Agreement; (b) Owner shall provide adequate access to the Premises such that Contractor can without hindrance perform the Work; (c) The Premises is presently free and clear of any and all encumbrances, easements, liens and restrictions which may impair the Contractor's performance; (d) Owner will cooperate with Contractor, will not obstruct or hinder Contractor's work, and; (e) Owner shall pay Contractor in accordance with this Agreement.

7. INSURANCE: Contractor will maintain Worker's Compensation Employer's Liability insurance for the protection of its employees, as required by law. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against claims, damages, losses and expenses, arising out of or resulting from performance of the Contractor's work under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Contractor or anyone directly or indirectly employed by Contractor.

8. WARRANTY: Contractor shall pay for all materials furnished and work and labor performed under this Contract, and to the extent of Owner's payment for the Work, agrees to indemnify the Owner against any claims, suits, or liens other than those of Contractor arising out of the Work. Contractor shall obtain and pay for all licenses and inspections necessary for its Work. Contractor warrants and guarantees the Work, and the materials



provided and agrees to make good, at its own expense, any defect in materials or workmanship which may occur up to one (1) year after substantial completion of the Work.

9. INDEPENDENT CONTRACTOR: Contractor is an independent contractor for all purposes relating to this Agreement.

10. COMPLIANCE WITH LAW: Contractor agrees that it will at all times comply with all applicable federal, state, and local regulations, laws, and ordinances in connection with labor and material furnished or work performed.

11. CHANGES: Owner may make changes in the Work at any time. Any request for adjustment of the contract price by Contractor must be made, in writing, within seven (7) days from the date such change is ordered or the cause for the request occurs. If an agreement cannot be reached on price, the Contractor shall be entitled to payment of all direct costs and expenses incurred for the changed work plus a markup for overhead and profit of 15%.

12. PROSECUTION OF WORK: (a) The Contractor shall furnish all labor, supervision, tools, equipment, material and supplies necessary for the performance of the Work in a proper, efficient and workmanlike manner. (b) Time is of the essence as to all aspects of this Agreement, including payment. (c) Contractor agrees to keep all work areas free from accumulation of waste materials, dirt, rubbish and debris caused by its operation.

13. SAFETY: Contractor shall comply with all applicable safety laws, rules and regulations of any nature whatsoever. Contractor shall indemnify Owner and save it harmless from any and all loss, cost and expense, arising out of or occasioned by the failure of the Contractor, or any of its officers, agents, employees, subcontractors or other persons engaged by Contractor in the performance the Work, to comply with any such safety laws, rule, and regulations.

14. RISK OF LOSS: The risk of loss by fire, weather or other causes beyond the control of the parties shall be the responsibility of the Owner at all times, including during the construction of the Work.

15. DISPUTE RESOLUTION: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association through its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Owner and Contractor hereby waive any right to trial by jury of any dispute arising out of or relating to this Agreement. This Agreement shall be construed and



4560 CRAIN HWY STE 9,
WHITE PLAINS, MD 20695
(240) 926-4546
L.SDIRTWORK@GMAIL.COM

interpreted in accordance with the laws of the State of Maryland. Contractor shall not be liable to Owner for any consequential damages, incurred by Owner as a result of any breach by Contractor.

16. SEVERABILITY: If any provision of this Agreement is held to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision.

17. ASSIGNMENT. Contractor shall not in whole or in part, assign this Agreement without the written consent of Owner.

IN WITNESS WHEREOF, the parties, by their duly authorized agents, have hereunto executed this Contract, on the date and year written above.

Town of La Plata

Owner

By: _____

Name: Noel C. Stevens

Title: Town Manager

L&S DIRT WORK LLC

Contractor

By: _____ 

Name: Ferdin Lemus

Title: President





Exhibit A

No.	ITEM	UNIT	QTY
Item 0	Mobilization/Demobilization	LS	1.00
Item 0.1	Construction Stakeout	LS	1.00
Item 0.2	As-Builts	LS	1.00
Item 0.3	Permits	LS	5.00
Item 0.4	Testing	EA	15.00
Item 1	Ligth Clearing & Grubbing	AC	0.25
Item 2	Misc. Removal - Old Riser	LD	14.10
Item 3	Construction Entrance (Aprox 50 Tons/EA)	EA	1.00
Item 4	Temporary Access Road	SF	524.00
Item 5	Dewatering System	LS	1.00
Item 6	Silt Fence	FT	440.00
Item 7	Super Silt Fence	FT	203.00
Item 8	Sand Bags Wall	FT	372.00
Item 9	Temporary Stabilization	SY	1,066.33
Item 10	E&S Maintanance	WK	8.00
Item 11	E&S Removal	LS	1.00
Item 12	Cut to Waste - No dump fee required	CY	2,609.13
Item 13	Furnish & Install Grout in Voids between pipes	LS	1.00
Item 14	Furnish & Install 54" SLIP LINING HDPE	LF	510.00
Item 15	Cast In Place Structure Riser + Trash Rack	EA	1.00
Item 16	Furnish & Install Filter Diaphragm	TON	183.00
Item 17	Furnish & Install Plunge Pool - Rip Rap Class I	TON	232.00
Item 18	Furnish & Install 2' Clay Liner (2,603 SF)	CY	203.00

Any excess or unsuitable soil materials shall be hauled and disposed of at the designated location per Town of La Plata, unless otherwise specified in writing. The Contractor shall be responsible for removing and disposing of any concrete or other debris at an appropriate, approved disposal facility.



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Kelly Phipps
DEPARTMENT: Legislative
TYPE: Town Council Direction to Staff
SUBJECT: Town Charter Amendment

BACKGROUND:

The Town Council has expressed the desire to update certain sections of the Town Charter. Revisions to the Town Charter are governed by the Annotated Code of Maryland, Local Government, Title 4, Subtitle 3 ([Md. Code Ann., LG § 4-301 – 4-314](#), 2024) and follow a strictly defined sequence of events, as indicated in Attachment 1.

As indicated on Attachment 2, the last update to the Town Charter occurred in 2020 via Charter Amendment Resolution 20-13, “Charter Amendment Property,” allowing the Town to acquire real, personal, or mixed property outside the corporate limits of the Town for any public purpose.

Procedural compliance – not expediency – must be emphasized when proposing charter amendments.

- Sundays and legal holidays are included in time periods exceeding seven (7) days (MD General Provisions Code § 1-302, 2024)
- An amendment to a municipal charter may be initiated by the municipality’s legislative body or by a petition signed by at least 20% of the qualified voters for the municipal general election (LG § 4-302, 2024)
- Each proposed amendment must be presented with specific formatting and adopted by resolution (LG § 4-303, 2024)
- Prior to adopting a charter amendment via resolution:
 - The municipality’s legislative body must hold a public hearing on the proposed amendment and give at least 21 days’ advance notice of the public hearing
 - The municipality’s Chief Executive Officer shall
 - Post an exact copy of the resolution at the main municipal building for 40 days following adoption



Item Number: 2025-1903

Date of Meeting: January 13, 2026

- Publish a fair summary of the proposed amendment in a newspaper of general circulation in the municipality at least four times, at weekly intervals, within the 40 days after adoption, or
- Publish a fair summary of the proposed amendment in a newspaper of general circulation in the municipality at least once and deliver a copy of a fair summary by hand or by mail once to every residence in the municipality (LG § 4-304, 2024).
- Once adopted, an amendment proposal may only be rescinded via another charter amendment (LG § 4-306, 2024).
- Once effective, information concerning the charter amendment must be sent to the Maryland State Department of Legislative Services. (LG § 4-309, 2024)

The time required to affect an amendment to the Town Charter is 79 days, including the following factors, at a minimum:

Event	Time Constraint
Notice of Public Hearing	<ul style="list-style-type: none"> • At least 21 days in advance of introduction of resolution • Print submission deadline: Tuesday prior to publication date (+7 days)
<ul style="list-style-type: none"> • Public Hearing • Introduction of Charter Amendment Resolution 	Can be the same date
<ul style="list-style-type: none"> • Window for referendum by petition of voters • Publish fair summary 4x in newspaper • Post exact copy of resolution in main municipal building 	40 days following adoption
Effective Date of Charter Amendment	50 days following adoption

Any additional initiatives for community engagement, such as public workshops, forming charter review committees, or holding the public hearing record open for additional comment, would extend the amendment adoption timeline.



FISCAL IMPACT:

Amendments establishing permanent changes to department staffing may cause an increase in annual payroll expenses and associated benefits.

STRATEGIC PLAN ALIGNMENT:

The process of reviewing and updating the Town Charter with the participation of the community aligns with the 2022 Strategic Plan goal of Good Governance:

- Ensure fair and transparent decision-making processes by following established procedures
 - Regularly assessing plans and policies to ensure their creation follows set protocol
- Promote citizen engagement by creating policies and programs that encourage participation by a wide audience of races, ethnicities, and backgrounds;
- Assess community needs and desires by seeking community input and feedback

SUSTAINABILITY CONSIDERATIONS:

Town charter reviews support social sustainability by ensuring that the Town Charter aligns with new laws and reflects changing values and demands on local government. Regular reviews can lead to continuous refinement in the governance of local governments, ensuring they remain effective and responsive to community needs.

By reviewing a municipal charter, communities can ensure that their governance reflects their values and is responsive to the needs of their citizens.

ADA CONSIDERATIONS:

Accommodations can be made for individuals with disabilities who wish to participate in the charter review and amendment process. Those who cannot attend in person may observe remotely and provide written comment in advance. Live captioning is provided during open sessions of the Town Council, and recordings of proceedings are disseminated via the Town's meeting management platform and YouTube channels.

RECOMMENDED ACTION:

Initiate the charter review process to include provisions identified by the Town Council, town staff, and qualified voters in the town.



La Plata
MARYLAND

FOR LEGISLATIVE USE ONLY

Item Number: 2025-1903

Date of Meeting: January 13, 2026

ATTACHMENTS:

- 1) Charter Check-Up: Updating Your Town's Governing Document (Maryland Municipal League Fall 2025 Conference Presentation)
- 2) Charter Amendment Resolution 20-13, "Charter Amendment Property," effective September 8, 2020
- 3) Maryland Municipal League, "Charter Amendment Procedures for Maryland Municipalities," dated January 2014 (does not reflect statutory changes since that date and does not constitute legal advice)

By: repealing and reenacting, with amendments

Article III – Council

Section C3-3: Salary of Councilmen

Each Councilman shall receive an annual ((salary))TOTAL COMPENSATION PACKAGE, which shall be equal for all Councilmen and shall be as specified from time to time by an ordinance passed by the Council in the regular course of its business; provided, however, that the salary specified at the time any Council takes office shall not be changed during the period for which the Council was elected. The ordinance making any change in the salary paid to the several Councilmen, either by way of increase or decrease, shall be finally ordained prior to the municipal election for the members of the next succeeding Council and shall take effect only as to the members of the next succeeding Council.

BY: repealing and reenacting, with amendments

Article IV – Mayor

Section C4-2: Salary of Mayor

The Mayor shall receive an annual ((salary)) TOTAL COMPENSATION PACKAGE as set from time to time by an ordinance passed by the Council in the regular course of business; provided, however, that no change shall be made in the salary for any Mayor during the term for which he was elected. The ordinance making any change in the salary paid to the Mayor, either by way of increase or decrease, shall be finally ordained prior to the municipal election to elect the next succeeding Mayor and shall take effect only as to the next succeeding Mayor.

BY repealing and reenacting, with amendments

Article V- Town Manager

Section C5-1: Appointment of Town Manager

The Council ((may)) SHALL appoint an officer of the town who shall have the Title of "Town Manager" and shall have the powers and perform the duties provided in this Charter WHILE SERVING AT THE PLEASUER OF THE COUNCIL. The Council shall appoint a Town Manager to Serve at the pleasure of the Council or for a fix term of employment not to exceed Five (5) years. The Council may extend Five (5) years each. The Council May enter into a written agreement with the Town Manager regarding compensation and other terms and conditions of the Town Managers Employment not inconsistent with law. Neither the Mayor

nor any member of the Council shall receive such appointment during the term for which he shall have been elected nor within one (1) year after the expiration of his term.

By repealing and reenacting, with amendments

Article IX – Personnel

Section C9-2: Town Attorney

The ((Mayor)) COUNCIL , may appoint a Town Attorney AND SHALL SERVE AT THE COUNCIL PLEASURE. The Town Attorney shall be a member of the bar of the Maryland Court of Appeals. The Town Attorney shall be the legal adviser of the town and shall perform such duties in this connection as may be required by the Council. His compensation shall be determined by the Council. The town shall have the power to employ such legal consultants as it deems necessary from time to time.

EXPLANATION:

CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

((Double Parenthesis)) indicate matter deleted from existing law. Underlining indicates amendments to bill.

~~Strike Out~~ indicates matter stricken from bill by amendment or deleted from the law by amendment.

Charter Check-Up: Updating Your Town's Governing Document

Panelists:

Nathan Brown, Mayor, City of Brunswick

Dr. Cashenna A. Cross, Councilwoman At-Large, City of
Glenarden

Carrie Myers, Director, Finance/Administration, City of
Brunswick

Updating Your Town's Governing Document

Workshop Objectives

- Reasons to update a Charter
- Process tips & legal considerations
- Community engagement tips

What are
some primary
reasons to
re-evaluate
or update a
Charter?



Consider a charter update or amendment if...

- Your Charter uses an outdated or complicated format or language. Navigation should be user-friendly.
- Your Charter language is inconsistent with how business is *actually* conducted – don't keep doing something you know is wrong – fix it and move forward!
- There are inconsistencies in existing Charter provisions
- There are changes in laws/regulations or you want to provide consistency with existing state or county laws/regulations.

Remember the following tips & legal guidance...

- Process and format resolution governed by Annotated Code of MD – specifically Title 4, Subtitle 3. Don't skip a step – better to be overly cautious than careless
- Legal support is paramount – make sure your attorney is versed in or possesses municipal Charter experience
- Many residents don't know the difference between a Charter and the Code of Ordinances
- Break down communications to define the significance of a Charter – keep it simple...

What is a Charter, and how is it different from the Code of Ordinances?

Think of the Charter as your municipality's Constitution - it sets the foundation and big-picture rules for how our government operates. The Code of Ordinances is more like the rulebook, containing all the laws and regulations passed by the governing body.

Charter vs. Code of Ordinances – What's the Difference?

Charter



How the government works – structure, powers, and decision-making

Code of Ordinances



What the government enforces – local laws like noise limits and parking rules

Keeping communities running smoothly!

Timeline guidance...

- Start with your end date in mind, then count backwards – build in plenty of extra time in the process
- Take day counts seriously – Saturdays, Sundays, and holidays = count to the next business day (MD Annotated Code, General Provisions Art. Sect. 1-302)
- Publish public hearing notice at least 21 days in advance – *newspaper of general circulation*, website, social media – proofread, proofread, proofread! (Sect. 1-113)
- Save affidavits or copies of all notices including publication name & date of publication – take screenshots of websites and social media posts
- Referendum period = 40 days after vote to approve
- Charter effective = 50 days after passage with no referendum

Fair Summary guidance...

- Fair summary must be detailed – don't skip over amendments even if they seem insignificant – include substantive changes and less significant changes like formatting and number sequence changes – LESS IS NOT MORE IN THIS CASE
- Publish 4 times in newspaper of general circulation at weekly intervals for 40 days following adoption.
- Consider posting fair summary on website and social media
- Post “exact copy” of the resolution in “main municipal building or other public place” for 40 days after adoption.
- Don't rely on amended Charter until it has reached 50-day effective date

Required Reporting...

- To ensure your Charter amendment/revisions are official and legally binding, your “municipality SHALL send the information concerning the Charter amendment to the Department of Legislative Services.” (emphasis added)

Section 4-308, Local Government Article

How can you effectively engage the community during this process?



Ideas to support community engagement...

- Clear and concise communication!
- It's fine to complete prep work behind the scenes, but always hold Council workshops in public
- Consider creating a Charter Review Committee including elected officials, pertinent staff, and select residents – hold meetings in public
- Hold public hearing at a convenient time and place – consistent with other public meeting times – **TRANSPARENCY IS IMPORTANT!**
- Have proposed amendments explained at the public hearing prior to taking public comment so changes are clearly communicated
- Track any feedback received during comment period and after the effective date, let residents know how their input shaped the final amendments

Questions?



**COUNCIL OF THE TOWN OF LA PLATA
Charter Amendment Resolution 20-13**

Introduced By:	Mayor Jeannine James
Date Introduced:	June 22, 2020
Public Hearing:	July 20, 2020
Date Adopted:	July 20, 2020
Date Effective:	September 8, 2020

1 **A CHARTER AMENDMENT RESOLUTION** concerning

2
3 **Charter Amendment Property.**

4
5 **FOR** the purpose of amending the Charter of the Town of La Plata to allow acquisition of
6 property outside the corporate limits of the Town, and all matters related thereto.

7
8 * * * * *

9 **BY** repealing and reenacting, with amendments
10 Article XIII – Town Property
11 Section C13-1
12 Charter of the Town of La Plata
13 (As published in the Code of the Town of La Plata)

14
15 **SECTION 1. BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA**
16 **PLATA** that Section C13-1 of Article XIII, Town Property, of the Charter of the Town of La Plata
17 be and it is hereby repealed and reenacted, with amendments, to read as follows:

18
19 Article XIII Town Property

20
21 § C13-1. - Acquisition, possession and disposal.

22
23 The town may acquire real, personal or mixed property within the corporate limits of the town
24 AND OUTSIDE THE CORPORATE LIMITS OF THE TOWN for any public purpose, by
25 purchase, gift, bequest, devise, lease, condemnation or otherwise and may sell, lease or otherwise
26 dispose of any property belonging to the town. All municipal property, funds and franchises of
27 every kind belonging to or in possession of the town, by whatever prior name known, at the time
28 this Charter becomes effective are vested in the town, subject to the terms and conditions thereof.

29
30 **SECTION 2. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE**
31 **TOWN OF LA PLATA** that the date of adoption of this Resolution is July 20, 2020, and the
32 amendment of the Charter of the Town of La Plata hereby enacted shall become effective on
33 September 8, 2020, unless a proper petition for referendum hereon shall be filed as permitted by
34 law, provided a complete and exact copy of this Resolution shall be continuously posted at the

35 Town Hall and on the Town website until August 28, 2020, and provided further that a fair
36 summary of this Resolution shall be published in the Maryland Independent, a newspaper of
37 general circulation in the Town of La Plata, or in any other newspaper of such general circulation,
38 once in each of the weeks beginning July 24, July 31, August 7, and August 14, 2020.
39

40 **SECTION 3. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE**
41 **TOWN OF LA PLATA** that the Town Clerk is hereby specifically commanded to carry out the
42 provisions of Section 2. hereof, and, as evidence of such compliance, the Town Clerk shall cause
43 to be maintained appropriate certificates of publication of the newspaper or newspapers in which
44 the title of the Resolution shall have been published. If a favorable referendum is held on the
45 Charter change the Mayor shall proclaim the Charter change hereby enacted to have been approved
46 by the voters and the Charter Amendment shall become effective on the date provided by law.
47

48 **SECTION 4. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE**
49 **TOWN OF LA PLATA** that as soon as the Charter Amendment hereby enacted shall become
50 effective, either as provided herein or following a referendum, the Town Chief Executive Officer
51 shall send by mail to the Department of Legislative Services of Maryland, a clear certified copy of
52 this Resolution showing the number of Council voting for and against it and a report on the votes
53 cast for or against the amendment hereby enacted at any referendum thereon and the date of such
54 referendum.
55

56 The above Charter Amendment was enacted by the foregoing Resolution which was passed
57 at a special meeting of the Council of the Town of La Plata on July 20, 2020, 5 members of the
58 Town Council voting in the affirmative, 0 members of the Town Council voting in the negative, 0
59 members of the Town Council abstaining, and 0 members of the Town Council absent, and the
60 said Resolution becomes effective in accordance with law on the 8th day of September, 2020.
61

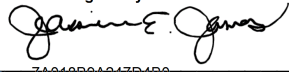
Charter Amendment Resolution 20-13

62
63
64

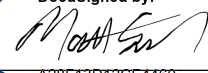
ADOPTED AND APPROVED by the Council of the Town of La Plata on this 20 day of July 2020.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

DocuSigned by:


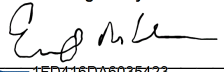
7A018B9A247D4B0...
Jeannine E. James, Mayor

DocuSigned by:


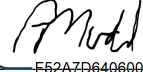
A28F13D12CE4460...
Matthew T. Simpson, Councilman

DocuSigned by:


D9F42CC04C04468...
Brent Finagin, Councilman

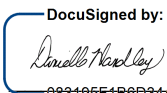
DocuSigned by:


FD416DA6035423...
Emily Mudd Hendricks, Councilwoman

DocuSigned by:


F52A7D64069045F...
Paddy Mudd, Councilwoman

ATTEST:

DocuSigned by:

083195F186D34A7...
Danielle Mandley, CMC, Town Clerk
Date: July 20, 2020

EXPLANATION:
CAPITALS INDICATE MATTER ADDED TO EXISTING LAW
((Double Parenthesis)) indicate matter deleted from existing law.
Underlining indicates amendments to bill.
~~Strike-Out~~ indicates matter stricken from bill by amendment or deleted from the law by amendment.

Charter Amendment Procedures for



Maryland Municipalities

Table of Contents

Introduction..... 3

Charter Amendment Procedures..... 3

 Initiation by Elected Municipal Officials.....3

 Initiation by Municipal Residents.....4

 Referendum.....5

 Document Registration.....6

Relevant Maryland Code Sections.....7

INTRODUCTION

A municipal charter determines the basic structure of a municipality. Together with various provisions of Maryland State law, a municipal charter also outlines the basic powers that a municipal corporation may exercise. It is often said that a municipal charter is analogous to the constitution of a state or a nation.

Just as state and federal constitutions are dynamic documents, municipal charters require revisions from time to time. Charter provisions become archaic with the passage of time. The impacts of court decisions and the enactment of state and federal laws dictate the need for change. The needs and desires of municipal officials and the communities they serve change with the passage of time. The Local Government Article of the *Annotated Code of Maryland* sets out the manner in which incorporated cities and towns may amend their charters to adapt to these and other changing circumstances.

The Maryland Municipal League prepared this handbook to provide basic guidance to municipal officials on procedures for amending their charters. Included for your information are a brief overview of the process, a flow chart to visually illustrate the charter amendment process and the sections of Maryland law that address how charter amendments must be conducted.

League staff members are available to answer any questions that you may have relating to charter amendments. Given the complexities involved and the importance of charter amendments, the League recommends that you use legal counsel when preparing and approving amendments to your municipal charter.

CHARTER AMENDMENT PROCEDURES

A charter amendment may be initiated by formal action of the governing body of a municipality through the passage of a resolution. Alternatively, the qualified voters of a municipality may initiate a charter amendment by gathering the signatures of at least 20 percent of the qualified voters in the municipality. The following text synthesizes the two processes.

Initiation by Elected Municipal Officials

Charter Resolution

The elected governing body of a municipality must first pass a resolution to effect a charter change in the same fashion that they would normally approve a formal resolution. The resolution must contain the exact wording of the proposed amendment or amendments. Each amendment must address a single subject and appear in a format set out in law to describe new language to be added to the charter and existing language to be deleted from the charter.

Notifying the Public

Municipal government officials must post an exact copy of the charter amendment resolution at the city or town hall or some other public place for at least 40 days after passage of the resolution. The law further requires the municipality to publish a “fair summary” of the proposed amendment not less than four times at weekly intervals in a newspaper of general circulation in the community.

Effective Date

Unless an approved charter amendment is petitioned to referendum, an amendment becomes effective 50 days after a municipal governing body passes a charter amendment resolution. The effective date is delayed if a petition for referendum is received by the municipality on or before the fortieth day after initial passage of the charter amendment resolution.

Petition to Referendum

Municipal residents may seek to nullify a charter amendment that has been approved by a municipal governing body by petitioning the amendment to referendum. The signatures of 20 percent of the qualified voters of the affected municipality are needed to bring the amendment to a referendum election. If a petition is presented to the municipal governing body and it has the requisite signatures and meets the legal requirements for form, the governing body must pass a resolution to provide for a referendum on the question of whether the charter amendment should be approved. The referendum may occur at the next general election of the affected municipality or a special election may be called. In the event of a special election, it must occur between 40 and 60 days after the referendum resolution is approved.

Initiation by Municipal Residents

Petition to Referendum

The residents of an incorporated city or town may initiate an amendment to a municipal charter by gathering the signatures of at least 20 percent of qualified municipal voters on a petition in the same fashion that a charter amendment approved by a municipal governing body may be petitioned to referendum. The petition must contain the exact wording of the proposed charter amendment. Each amendment must address a single subject and appear in a format set out in law to detail new language to be added to the charter and existing language to be deleted from the charter.

Again, if the petition has the requisite signatures and meets the legal requirements for form, the municipal governing body must within 60 days approve a resolution calling for a referendum election on whether the proposed charter amendment should be approved. Just as in the case of a referendum on a proposed charter amendment approved by the elected municipal governing body, the referendum may occur at the next general election of the affected municipality or at a special election. In the event of a special election, the election must occur between 40 and 60 days after the referendum resolution is approved.

As an alternative to calling for a charter amendment referendum upon receipt of a qualified referendum initiative petition, the affected municipal governing body may pass a resolution adopting the amendment proposed by the petition. The governing body may then proceed to address the amendment in the same fashion as it would if the governing body itself had initiated the proposed amendment.

Referendum

Notifying the Public

Municipal government officials must post an exact copy of a proposed charter amendment at the city or town hall or some other public place for at least four weeks immediately before a charter amendment referendum is held. The law further requires the affected municipality to publish notice of the referendum with a “fair summary” of the proposed amendment not less than four times at weekly intervals immediately before a charter amendment referendum is held. The published notice must appear in a newspaper of general circulation in the community. Lastly, the law requires that, on the day of the referendum election, officials must post an exact copy of the proposed amendment at all municipal sites where voting on the referendum will occur.

Conducting the Referendum Election

The referendum election on the question of endorsing a proposed charter amendment should generally be conducted in the same fashion in which a normal municipal election is conducted. Election officials must tally the referendum results immediately following the close of voting and certify the election results to the mayor or chief executive officer of the affected municipality.

If the voters approve the proposed charter amendment, the mayor or chief executive officer must publicly proclaim the results within 10 days of receiving certification of the election results. The charter amendment then becomes effective 30 days after the proclamation is issued.

If the voters reject the proposed charter amendment, the mayor or chief executive officer in a similar fashion must proclaim that result. The proclamation must also state that the proposed charter amendment is null and void and of no effect.

Document Registration

The Local Government Article of the *Annotated Code of Maryland* requires that specified documentation of a municipal charter amendment that is approved be provided to the Maryland Department of Legislative Services within 10 days of the amendment's effective date. At one time a charter amendment did not become effective until it was registered with the Department. Legislation enacted by the General Assembly several years ago removed the impact of this documentation on the effectiveness of a charter amendment. However, the requirement to send the documentation to the Department of Legislative Services remains.

Code of Maryland
Local Government Article
Title 4, Subtitle
Municipal Charter Amendment

§4-301. Charter Amendment Generally

A municipality shall act in accordance with this subtitle in exercising the powers to amend its municipal charter that are granted under Article XI-E of the Maryland Constitution.

§4-302. Means of Initiation

An amendment to a municipal charter may be initiated by:

- (1) the legislative body of the municipality as provided in § 4-304 of this subtitle; or
- (2) a petition of the qualified voters of the municipality as provided in § 4-305 of this subtitle.

§4-303. Amendment Form and Format

(a) In conformity with the requirement imposed on the General Assembly under Article III, § 29 of the Maryland Constitution:

(1) a resolution or petition to amend a municipal charter shall contain the exact text of the proposed charter amendment, prepared so that each provision is shown as the provision would read when amended or enacted;

(2) except as provided in subsection (e)(2) of this section, a provision of a municipal charter may not be amended by reference to its title or citation only; and

(3) a municipal charter amendment shall:

- (i) embrace one subject only; and
- (ii) describe the subject in its title.

(b) A proposed amendment shall identify the provision to be amended by citing the code or other publication or amendment in which the most recent text of the provision appears.

(c) Proposed amendments shall be in a consecutively numbered series.

(d) A proposed amendment shall provide specifically for the repeal of a provision of the municipal charter that is inconsistent with the amended provision.

(e) (1) In a proposal to amend a municipal charter:

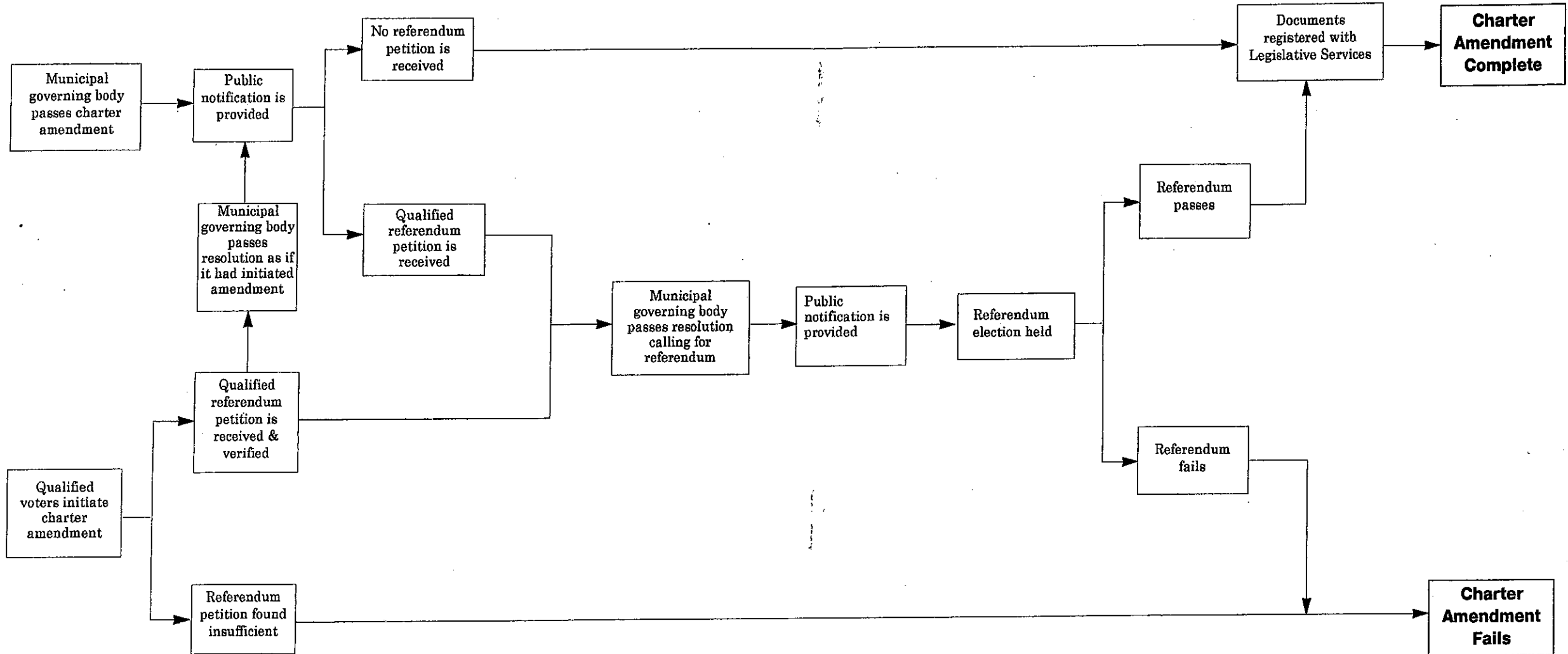
(i) each addition shall be underscored, italicized, or shown in capital letters;

(ii) subject to paragraph (2) of this subsection, each provision to be repealed shall be enclosed in double parentheses or boldface brackets; and

(iii) each new section shall be underscored, italicized, or shown in capital letters or contain some marginal or other notation to that effect.

(2) Each entire section to be repealed need not be written out in full and enclosed in double parentheses or boldface brackets.

Maryland Municipal Charter Amendment Procedures



§4-304. Initiation by Local Governing Body

(a) The legislative body of a municipality may initiate a proposed amendment to the municipal charter by a resolution that, except as otherwise provided in this subtitle, is adopted in the same manner as other resolutions in the municipality by a majority of all the individuals elected to the legislative body.

(b) The chief executive officer of the municipality shall give notice of the resolution that proposes an amendment to the municipal charter by:

(1) posting an exact copy of the resolution at the main municipal building or other public place for the 40 days after the resolution is adopted; and

(2) publishing a fair summary of the proposed amendment in a newspaper of general circulation in the municipality:

(i) at least four times;

(ii) at weekly intervals; and

(iii) within the 40 days after the resolution is adopted.

(c) Unless a petition meeting the requirements of subsection (d) of this section is presented to the legislative body of a municipality on or before the 40th day after the legislative body adopts a charter amendment resolution, the amendment shall take effect as a part of the municipal charter on the 50th day after the resolution is adopted.

(d) (1) A petition for a referendum on a proposed charter amendment shall:

(i) be signed by at least 20% of the qualified voters for the municipal general election; and

(ii) request that the proposed amendment be submitted to referendum of the qualified voters of the municipality.

(2) Each individual signing the petition shall indicate on the petition the individual's name and residence address.

(3) The petition shall be delivered to the legislative body of the municipality by:

(i) presentment; or

(ii) certified mail, return receipt requested.

(4) (i) On receiving the petition, the legislative body shall verify that each individual who signed the petition is a qualified voter for the municipal general election.

(ii) The petition has no effect if it is signed by less than 20% of the qualified voters for the municipal general election.

(5) If the petition complies with this section, the legislative body shall specify by resolution adopted in accordance with its normal legislative procedure:

(i) the day and hours for the referendum; and

(ii) the exact text that is to be placed on the ballot.

(6) (i) The legislative body may schedule the referendum for the next regular municipal general election or at a special election.

(ii) If the legislative body schedules a special election, it shall be held not less than 40 days or more than 60 days after the resolution scheduling the referendum is adopted.

§4-305. Initiation by Voters

(a) (1) By a petition presented to the legislative body of a municipality, at least 20% of the qualified voters for the municipal general election may initiate a proposed amendment to the municipal charter.

(2) Each individual signing the petition shall indicate on the petition the individual's name and residence address.

(b) (1) On receiving the petition, the legislative body shall verify that each individual who signed the petition is a qualified voter for the municipal general election.

(2) The petition has no effect if it is signed by less than 20% of the qualified voters for the municipal general election.

(c) If the legislative body approves of the amendment in the petition presented under subsection (a) of this section, the legislative body may adopt the proposed amendment by resolution and proceed in the same manner as if the amendment had been initiated by the legislative body and in compliance with §§ 4-303(a) and 4-304 of this subtitle.

(d) Except as provided in subsection (c) of this section, if the petition complies with this section, the legislative body, no later than 60 days after the petition is presented to the legislative body, shall specify by resolution adopted in accordance with its normal legislative procedure:

- (1) the day and hours for the referendum; and
- (2) the exact text that is to be placed on the ballot.

(e) (1) The legislative body may schedule the referendum for the next regular municipal general election or at a special election.

(2) If the legislative body schedules a special election, it shall be held not less than 40 days or more than 60 days after the resolution scheduling the referendum is adopted.

(f) The chief executive officer of the municipality shall give notice of a submission of a proposed charter amendment by:

(1) (i) posting an exact copy of the proposed amendment at the main municipal building or other public place for at least 4 weeks immediately preceding the referendum at which the question is to be submitted; and

(ii) on the day of the referendum, posting a similar copy at the place for voting; and

(2) publishing notice of the referendum and a fair summary of the proposed amendment in a newspaper of general circulation in the municipality at least once in each of the 4 weeks immediately preceding the referendum.

§4-306. Prohibition of Proposed Amendment Rescission

After a resolution is adopted by the legislative body or after its submission in a petition, a proposal to amend a municipal charter may not be rescinded in any manner except by another charter amendment.

§4-307. Referendum

(a) On the day and during the hours specified in the resolution for a referendum, the charter amendment shall be submitted to the qualified voters.

(b) (1) Except as otherwise provided in this subtitle, the referendum shall be conducted generally according to the procedures for regular municipal elections.

(2) The official who conducts the regular municipal election shall perform the same duties for the referendum.

(c) The municipality shall pay for the referendum.

(d) Promptly after the canvas is complete, the official who conducts the referendum shall certify the results to the chief executive officer of the municipality.

(e) Within 10 days after receiving the certification:

(1) if a majority of those who voted on the question voted for the proposed charter amendment:

(i) the chief executive officer of the municipality publicly shall so proclaim; and

(ii) on the 30th day after the public proclamation, the charter amendment shall become part of the municipal charter; or

(2) if less than a majority of those who voted on the question voted for the proposed charter amendment:

(i) the chief executive officer of the municipality publicly shall so proclaim; and

(ii) the proclamation shall state that the charter amendment is not approved.

§4-308. Conveyance of Amendment to the Department of Legislative Services

When a charter amendment becomes effective, the chief executive officer of the municipality shall send the information concerning the charter amendment to the Department of Legislative Services as provided in § 4-109 of this title.

§4-309. Inclusion of Amendment in Charter Codification

The exact text of an amendment to a municipal charter then effective shall be included in any later edition or codification of the charter.

§4-310. Annual Requirements for Municipalities

(a) (1) At the end of each calendar or fiscal year, each municipality shall compile a complete set of charter enactments of the municipality for that year.

(2) The charter enactments in the compilation shall be in a numerical sequence, beginning with No. 1, and in a separate series for each year.

(b) (1) Subject to paragraph (2) of this subsection, copies of the compilation shall be:

(i) kept on permanent record at the offices of the chief executive officer and legislative body of the municipality;

(ii) made available at those offices for inspection during regular business hours; and

(iii) provided by those offices without charge.

(2) The county in which the municipality is located may make other copies of the compilation available at a reasonable cost to any person.

(c) On or before March 1 of each year, the municipality shall provide without charge copies of the compilation to the Department of Legislative Services as provided in § 4-109 of this title.

(d) Along with the compilation provided under subsection (c) of this section, the municipality shall provide to the Department of Legislative Services, as provided in § 4–109 of this title, a statement that includes information on any referendum on a proposed charter amendment.

§4–311. Annual Requirements for the Department of legislative Services

(a) (1) At the end of each calendar year, the Department of Legislative Services shall ask each municipality whether any charter enactments have been adopted during that calendar year or the last fiscal year.

(2) The municipality promptly shall:

(i) answer the inquiry; and
(ii) verify, by a signed and notarized statement, that copies of the charter enactments already have been sent to the Department of Legislative Services.

(b) (1) The Department of Legislative Services promptly shall certify to the State Comptroller if a municipality does not comply with subsection (a) of this section or § 4–310(c) or (d) of this subtitle.

(2) If the Department of Legislative Services certifies noncompliance, the Comptroller may discontinue all funds, grants, or State aid that the municipality is entitled to under State law relating to:

- (i) the income tax;
- (ii) the tax on racing;
- (iii) the recordation tax;
- (iv) the admissions and amusement tax; and
- (v) license taxes or fees.

(c) The Department of Legislative Services shall:

- (1) arrange in a logical and convenient order the titles of the laws of the municipalities that amend the municipal charters;
- (2) print each title, identified as a title of the laws of the municipality, in the Session Laws of the General Assembly for its regular session in that year; and
- (3) index each title with or in a supplemental volume to the laws enacted by the General Assembly.

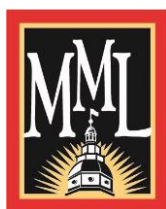
§4–312. Compilation of Charters

(a) The Department of Legislative Services shall compile the charters of all municipalities into a single publication.

(b) The Department of Legislative Services shall update the compilation of municipal charters on a regular basis.

The Maryland Municipal League

The Maryland Municipal League, founded in 1936, represents 157 municipal governments and two special taxing districts throughout the State. A voluntary, nonprofit, nonpartisan association controlled and maintained by city and town governments, the League works to strengthen the role and capacity of municipal government through research, legislation, technical assistance, training, and the dissemination of information for its members. Through its membership in the National League of Cities, the League offers legislative representation in Washington, urban research programs, and a national municipal government information exchange.



Maryland Municipal League *an association of cities and towns*

1212 West Street
Annapolis, MD 21401-3610

410/268-5514
800/492-7121
FAX 410/268-7004

E-mail – mml@mdmunicipal.org
WEB URL – www.mdmunicipal.org



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Chuck Stevens, Town Manager
 Karina Larsen, Town Treasurer
DEPARTMENT: Administration, Finance
TYPE: Town Council Resolution
SUBJECT: Adoption of Fund Balance Reserve Policy

BACKGROUND:

Sound fiscal management requires the establishment and maintenance of adequate fund balance reserves to protect the Town from economic uncertainties, revenue shortfalls, and emergency situations. Currently, the Town does not have a formal, comprehensive fund balance reserve policy that defines reserve categories, establishes target levels, or provides guidelines for the use and replenishment of reserves.

This Fund Balance Reserve Policy was developed in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54 and Government Finance Officers Association (GFOA) best practices. The policy establishes six distinct reserve funds within the General Fund, each with specific purposes, target levels, and usage guidelines:

1. **Emergency Reserve Fund** (12% of operating expenditures) - for disasters and infrastructure failures
2. **Economic Downturn Reserve Fund** (15% of operating expenditures) - for significant revenue declines
3. **Capital Reserve Fund** (variable) - for capital outlays and projects
4. **Technology Reserve Fund** (20% of IT operating expenditures) - for technology replacement and modernization
5. **Contingency Reserve Fund** (16% of operating expenditures) - for unexpected costs within projects
6. **Unassigned Fund Balance** (minimum 5% of operating expenditures) - for cash liquidity and Council discretion



The policy has been reviewed by the Finance Committee and aligns with the Town's Strategic Plan Goal #1: Good Governance, specifically the objective to "manage all assets as a responsible fiduciary."

FISCAL IMPACT:

This policy establishes reserve fund targets but does not immediately require new appropriations. The policy formalizes existing reserve practices and provides a framework for building reserves over time through year-end fund balance allocations.

The policy enhances the Town's long-term fiscal sustainability by:

- Protecting against revenue volatility and emergency situations
- Maintaining adequate cash flow for operations
- Supporting the Town's credit rating and borrowing capacity
- Providing transparency in fund balance reporting
- Enabling strategic use of one-time funds for capital needs

The Town Manager and Town Treasurer will prepare an annual report on reserve fund status during the budget development process and make recommendations for achieving target levels over a multi-year period if necessary.

STRATEGIC PLAN ALIGNMENT:

This initiative directly supports the Town's Strategic Plan:

Goal #1: Good Governance - "We will serve as responsible stewards of community trust in making decisions to maximize public service value to our residents."

Specifically, this policy advances the following strategic objective:

- *Manage all assets as a responsible fiduciary. Ensure funds are available for providing quality services in an equitable manner and our infrastructure is maintained now and in the future by prioritizing long-term financial sustainability over short-term tasks.*

The policy demonstrates the Town's commitment to:

- Transparent financial reporting and decision-making
- Long-term financial planning and forecasting



- Maintaining fiscal capacity to respond to emergencies and economic challenges
- Accountability in the management of public resources

This policy also supports the Five-Year Capital Improvement Plan by establishing a dedicated Capital Reserve Fund for future infrastructure needs.

SUSTAINABILITY CONSIDERATIONS:

This policy supports the Town's economic sustainability by:

Financial Resilience: Establishing adequate reserves protects the Town's ability to maintain essential services during economic downturns without drastic cuts to personnel or programs that serve the community.

Infrastructure Investment: The Capital Reserve Fund enables the Town to address critical infrastructure needs proactively, reducing the risk of system failures that could impact public health, safety, and environmental protection.

Long-Term Planning: By requiring annual reporting on reserve levels and multi-year replenishment plans, the policy encourages forward-thinking financial management that benefits current and future residents.

Economic Stability: Maintaining strong reserves supports the Town's credit rating, which can reduce borrowing costs for capital projects and infrastructure improvements, making public investments more cost-effective.

Technology Modernization: The Technology Reserve Fund supports investments in efficiency improvements and modernization that can reduce long-term operational costs and improve service delivery.

ADA CONSIDERATIONS:

This policy does not directly involve physical facilities or programs that require ADA compliance review. However, the policy's provisions for maintaining adequate reserves ensure that the Town has the financial capacity to address accessibility improvements and ADA compliance needs as they arise, either through emergency reserves (for immediate accessibility barriers) or through capital reserves (for planned improvements).

RECOMMENDED ACTION:



La Plata
MARYLAND

FOR LEGISLATIVE USE ONLY

Item Number: 2026-0002

Date of Meeting: January 13, 2026

Adopt Resolution 26-06, "Fund Balance Reserve Policy," approving the Fund Balance Reserve Policy, effective July 1, 2026, as presented.

ATTACHMENTS:

Town of La Plata Fund Balance Reserve Policy (effective July 1, 2026)



TOWN OF LA PLATA

**305 Queen Anne Street
Post Office Box 2268
La Plata, Maryland 20646**

POLICY

Originating Dept.: Finance Department
Subject: Fund Balance Reserve Policy
Effective Date: July 1, 2026

I Purpose

The purpose of this policy is to establish and maintain adequate fund balance reserves, define appropriate uses for the different categories of fund balances, set target levels, establish guidelines for drawing down the funds, and establish guidelines for replenishing fund balance reserves.

II Policy Statement

The Town of La Plata recognizes that establishing adequate fund balance levels is sound fiscal practice and responsible financial management. Maintaining adequate fund balance levels is an essential component of the Town's overall financial management strategy, a crucial consideration to long-term financial planning, and a key factor in external agencies' measurement of the Town's financial strength.

Fund balance reserves safeguard the Town of La Plata (the Town) from fiscal and operational risks. For example, the Town faces economic risk from revenue shortfalls during economic downturns and losses from extreme events, like tornados and infrastructure failures. Reserves allow the Town of La Plata Council (the Council) the flexibility to respond quickly and decisively to such events. Reserves are not to be used for normal operational expenditures.

Components of fund balance will provide taxpayers with an explanation of why financial resources have been set aside and the conditions under which they will be expended. This policy will be reviewed periodically as conditions change to reflect the Town's financial objectives accurately and at least every four years.

III Definitions

"Components of Fund Balance" are identified by Governmental Accounting Standards Board (GASB) statement No.54, "Fund Balance Reporting and Governmental Fund Type Definitions." This statement aims to enhance the value of fund balance information by ensuring all fund balances are fully defined and explained:

- Nonspendable - resources that cannot be spent because of their form or legally or contractually must be maintained, such as inventory or prepaid items.
- Restricted - resources subject to externally enforceable legal or contractual constraints imposed by grantors, creditors, laws, or regulations and may only be used for the specified purpose.
- Committed - resources constrained by limitations the government imposes upon itself by the Council.
- Assigned - resources the Town intends to use for specific purposes that are not restricted or formally committed.
- Unassigned - resources that are not classified as nonspendable, restricted, committed, or assigned.

Fund balance reserve targets or required levels are set as a percentage of General Fund operating expenditures (excluding capital outlay and debt service).

IV Applicability

This policy shall apply to the General Fund. The General Fund is singled out because it contains the bulk of monies appropriated for general government operations.

V Compliance

The Town Manager and the Town Treasurer shall annually prepare a report documenting the status of the fund balance reserves relative to this policy and present it to the Council in conjunction with the development of the annual budget. The report should disclose excess committed and unassigned funds available. The Town Manager and Town Treasurer shall make recommendations for the use of said funds, which will be reviewed by the Finance Committee and presented to the Council.

VI General Provisions

The General Fund (GF) shall maintain and utilize the following fund balance components:

1. Committed Fund Balance for Emergencies, Disasters and Infrastructure Failures - (Emergency Reserve Fund)

Purpose and Target Balance: The Town shall maintain an Emergency Reserve Fund used to ensure the maintenance of services to the public during non-routine and unforeseen disaster situations. The Emergency Reserve Fund will have a target fund balance of 12% of annual GF operating expenditures (excluding capital outlays and debt service).

Uses and Drawdown Guidelines: Qualifying uses include, but are not limited to, weather-related events, environmental or other natural disasters, or infrastructure failures that cause disruptions in public services as declared appropriate by the Council. Upon the occurrence of a significant event, the Town Manager shall prepare expenditure estimates, and present them to the Town Council for authorization.

Replenishment Guidelines: Any funds provided to the Town by other government agencies as reimbursement for the expenditures related to an emergency where emergency reserve funds were used will be placed in the Emergency Reserve Fund. If such payments are not sufficient to restore the fund balance to target levels, the Town Manager and the Town Treasurer shall prepare a plan to replenish the fund balance to targeted levels and present it to the Council for consideration. Table 1 provides allocation guidelines.

Table 1: Emergency Reserve Guidelines

When Annual Revenue Increases by	2%	4%	7%	11%
Dedicated to Annual Expenditure Increases	2%	3%	4%	5%
Dedicated to Replenishing Reserve Balance	0%	1%	3%	6%

2. Committed Fund Balance for Revenue Declines due to Economic Downturns - (Economic Downturn Reserve Fund).

Purpose and Target Balance: The Town's Economic Downturn Reserve Fund is intended to provide liquidity and the ability to continue the provision of services and Town operations during periods of significant revenue declines. The Economic Downturn Reserve Fund's target shall be 15% of budgeted GF annual operating expenditures.

Uses and Drawdown Guidelines: The Economic Downturn Reserve Fund shall not be used to offset permanent reductions in revenue components or short-term, small decreases. When the Town experiences a significantly longer-term revenue reduction lasting over three

months, the Town Manager and the Town Treasurer shall prepare a plan combining expense reduction (without compromising critical and essential needs) and reserve drawdowns for the Council for approval. Table 2 provides guidelines to be used in combining the use of expense reductions and drawdown amounts.

Table 2: Economic Downturn Reserve Fund Guidelines

When Annual Revenue Decreases by	2%	6%	10%	15%
Reduce Annual Expenditures by, and	2%	4%	5%	5%
Drawdown Reserve by	0%	2%	5%	10%

Replenishment Guidelines: When the economic downturn has ended and revenues are expected to increase, the Town Manager and the Town Treasurer shall prepare a plan to replenish the Economic Downturn Reserve Fund balance to targeted reserve levels and present it to the Council. This replenishment plan shall allocate a portion of projected general fund revenue increases, if any, in the next budget year and successive years until the target fund balance reserve is reached. Table 3 provides guidelines for the allocation based upon the level of projected revenue increase.

Table 3: Replenishment Guidelines

When Annual Revenue Increases by	2%	4%	7%	11%
Dedicated to Annual Expenditure Increases	2%	3%	4%	5%
Dedicated to Replenishing Reserve Balance	0%	1%	3%	6%

3. Assigned Fund Balance for Capital - (Building and Vehicle and Equipment Replacement)

Purpose, Use and Target Balance: The Town shall maintain a Capital Reserve Fund in which funds are reserved for future financing for capital outlays, including the acquisition or construction of capital facilities and other capital assets. This reserve is not intended to replace long-term capital planning. These reserves may also be used for financing, debt issuance costs, or grant matching for capital outlays. There is no specific established target amount for the Capital Reserve Fund. The reserve balance will be set annually by the Council as part of the budget process.

4. Assigned Fund Balance for Technology

Purpose and Target Balance: The Town shall maintain a Technology Reserve Fund to support the replacement of critical technology assets, support modernization initiatives that improve efficiency, cybersecurity, service delivery, and compliance, and reduce operational risk related to system failure, cybersecurity vulnerabilities, or outdated equipment. This fund is not to be used for normal operating costs such as upgrades that should be budgeted. The Technology Reserve Fund will have a target fund balance of 20% of annual operating expenditures for Information Technology and will be replenished to maintain these criteria at year-end fund balance roll forward.

Uses and Drawdown Guidelines: Qualifying uses may include, but are not limited to, replacement of end-of-life hardware (computers, servers, switches, routers, mobile devices); software upgrades, license transitions, or major system replacements (financial software, permit systems, public safety systems); cybersecurity improvements or emergency security response needs; costs associated with data backup, disaster recovery, or cloud migration; professional services for major technology projects (implementation, configuration, integration); and unanticipated technology failures that cannot be absorbed within the annual operating budget. The Town Manager shall prepare an estimate of the expenditures necessary to address the use and present it to the Council for authorization.

5. Contingency Reserve Fund Balance

Purpose, Use and Target Balance: The Town shall maintain a Contingency Reserve Fund to cover unexpected costs, time overruns for specific, identified risks within a project or a specific operational budget that were not specifically allocated in the adopted budget. This reserve fund is separate from the Emergency Reserve Fund. Use of the Contingency Reserve Fund requires approval from the Council. This reserve shall be maintained to equal to no less than two (2) months of regular general fund operating expenditures (approximately 16% of annual operating expenditures) which is consistent with Government Finance Officers Association (GFOA) best practices. This will be maintained with a year-end fund balance roll forward to meet the criteria for the current fiscal year.

6. Unassigned Fund Balance

Purpose, Use and Target Balance: The Unassigned Fund Balance includes funds not otherwise nonspendable, restricted, committed, or assigned as required by GASB Statement No.54 and represents balances available for appropriation at the discretion of the Council. In preparing the annual budget, the Town Manager and the Town Treasurer will ensure that the Unassigned Fund Balance, at the beginning of each budget year, is at least 5% of budgeted GF operating expenditures. This will provide fiscal cash liquidity, especially

during the first several months of each budget year and is necessary due to the timing of property tax revenue and income tax revenue. The Council, through the budget process, shall determine the use of unassigned funds, generally for the following purposes, listed in order of priority:

- Increase committed fund balances as deemed necessary to reach target levels.
- One-time needs (e.g., capital projects, efficiency improvements, economic development incentives/investments)
- Capital Improvements; and
- Increase Unassigned Fund Balance as deemed necessary.

VII Policy Review

This policy shall be reviewed at least every four years to insure sufficient reserve balances and replenishing targets for the current fiscal position of the Town.



Agenda Item Summary

MEETING GROUP: Planning Commission
STAFF RESOURCE: Chuck Stevens, Town Manager
DEPARTMENT: Executive
TYPE: Informational
SUBJECT: Proposed Amendments to Chapter 191 and Chapter 173

BACKGROUND:

The Town of La Plata is a designated growth area within Charles County and represents approximately six percent (6%) of the population in the County's growth area. Residential growth in the Town has accelerated significantly in recent years, placing increased demand on public infrastructure, particularly the Charles County public school system.

The Town has no role in planning, approving, or funding new public schools—this responsibility rests with the Charles County Board of Education and County Commissioners. However, the Town does have regulatory authority over the rate of residential development through an Adequate Public Facilities Ordinance (APFO) and its School Seat Allocation Policy.

The current School Seat Allocation Policy (Chapter 173) guarantees a minimum of 100 school seat allocations annually and allows the Chief Executive Officer to establish 'particularized student generation rates' through Town-specific surveys. Staff have identified several concerns with the current system:

1. The guaranteed minimum of 100 allocations per year does not account for actual school capacity constraints
2. Discrepancies exist between Town-calculated student generation rates and County-published Student Yield Factors
3. The process for incorporating capacity from Capital Improvement Program (CIP) school construction projects is undefined
4. No separate process exists for Major Development Projects (100+ units) that have long-term impacts on school enrollment
5. The policy lacks transparency in how allocations are calculated



Staff have worked extensively with the Charles County Board of Education and Charles County Planning & Growth Department to develop proposed code language and amendments that address these concerns while aligning with the Charles County methodology and maintaining coordination on school capacity planning.

Key stakeholders: Town Council, Planning Commission, Charles County Board of Education, Charles County Public Schools, Charles County Planning & Growth Management, residential developers, existing property owners, and Town residents.

FISCAL IMPACT:

These amendments have no direct fiscal impact on the Town's budget. The proposed changes affect development review processes and do not require additional staffing, equipment, or operational expenses.

Indirect fiscal considerations:

Revenue Impact: The capacity-based allocation system may result in fewer residential building permits issued during periods when schools are at or near capacity. This could temporarily reduce revenues from permit fees, impact fees, and future property taxes. However, this impact would be offset when school capacity is restored through new construction.

Long-term Financial Sustainability: The amendments support the Town's long-term fiscal sustainability by ensuring that residential growth aligns with infrastructure capacity, avoiding the potential costs associated with overcrowded schools and stressed public facilities.

Administrative Efficiency: Using standardized County Student Yield Factors eliminates the need for Town staff to conduct biennial surveys, reducing staff time spent on data collection and analysis.

STRATEGIC PLAN ALIGNMENT:

These amendments directly support multiple goals in the Town's 2022 Strategic Plan:

Goal #1 - Good Governance

"We will serve as responsible stewards of community trust in making decisions to maximize public service value to our residents."



The amendments ensure fair and transparent decision-making processes by replacing subjective determinations with clear mathematical formulas using publicly available data. This enhances accountability and builds community trust.

Goal #2 - Operational Excellence

"Retain professional staff with the appropriate education, facilities, equipment, tools, and technology to efficiently provide quality work with a sense of pride."

By adopting standardized County data and clear formulas, staff can process applications more efficiently and with greater confidence. The policy reduces disputes over subjective rate determinations and streamlines coordination with County agencies.

Goal #3 - Economic Prosperity

"Develop an economic base in La Plata that offers desirable careers and supports high standards of living for residents now and into the future."

Quality schools are essential to attracting and retaining residents and businesses. These amendments protect school capacity while providing clear rules for developers, supporting sustainable economic growth.

Goal #5 - Public Service Readiness

"Plan and develop the systems and infrastructure needed to meet growing demand, while supporting the health, safety, and wellness of residents and natural resources."

The amendments directly address infrastructure planning by ensuring residential development aligns with school capacity. The provisions for counting CIP projects and requiring Development Agreements for Major Development Projects enable better long-term infrastructure planning.

Additional Plan Alignments:

Comprehensive Plan: Supports managed growth policies and coordination with Charles County for provision of adequate public facilities

- Capital Improvement Plan: Creates a mechanism for incorporating planned school construction into development allocation decisions

SUSTAINABILITY CONSIDERATIONS:



These amendments support community sustainability across social, economic, and environmental dimensions:

Social Sustainability:

- Protecting school capacity ensures quality education for current and future residents
- Prevents overcrowding that can negatively impact student learning outcomes
- Promotes equity by ensuring all students have access to adequate school facilities

Economic Sustainability:

- Supports long-term property values by maintaining quality school capacity
- Provides clear, predictable rules for development community
- Enables better coordination of school construction with residential development timing

Environmental Sustainability:

- Manages growth rate to align with infrastructure capacity, reducing sprawl pressure
- Supports compact, walkable development patterns by coordinating residential growth with existing school locations

ADA CONSIDERATIONS:

These are policy amendments that establish administrative procedures and do not involve physical facilities, programs, or services that would trigger ADA compliance requirements. All Town meetings where these amendments are discussed will be held in ADA-accessible facilities with accommodations available upon request in accordance with Town policy.

RECOMMENDED ACTION:

Staff recommend that the Planning Commission review the proposed code language within Chapter 191 (Adequate Public Facilities Ordinance) and amendments to Chapter 173 (School Seat Allocation Policy) and provide feedback, comments, and recommendations to the Town Council.

ATTACHMENTS

1. Proposed Chapter 191 (APFO)



La Plata
MARYLAND

FOR LEGISLATIVE USE ONLY

Item Number: Agenda Item #

Date of Meeting: Jan 06, 2026

2. Redline Version of Proposed Chapter 173 (School Seat Allocation Policy) Amendments



EXTENDED STAFF REPORT

Proposed Chapter 191 (APFO) and Chapter 173 (School Seat Allocation Policy) Amendments

EXECUTIVE SUMMARY

This extended report provides a comprehensive overview of two related but distinct sections of the Town Code that work together to manage growth and ensure adequate public infrastructure:

- Chapter 191 - Adequate Public Facilities Ordinance Requirements (APFO): Ensures that new development does not overwhelm the Town's infrastructure for water, sewer, roads, and schools.
- Chapter 173 - School Seat Allocation Policy: Specifically manages the rate of residential development to align with available school capacity.

Key Changes Being Proposed

- Elimination of the guaranteed minimum of 100 school seat allocations per year
- Introduction of a capacity-based system that can deny allocations when schools are overcrowded
- Use of standardized County student generation rates instead of Town-specific surveys
- Creation of a 6% proportional cap on annual allocations
- New requirements for large subdivision projects (100+ units)



PART 1: CHAPTER 191 - ADEQUATE PUBLIC FACILITIES ORDINANCE (APFO)

What is the APFO?

The APFO is the Town's primary tool for ensuring that new development pays its fair share and doesn't negatively impact existing residents' quality of life. Think of it as a quality control checkpoint that every major development must pass before approval.

How Does It Work?

When a developer wants to build a new subdivision or commercial project, they must prove that:

- The Town's water and sewer systems can handle the additional demand
- Roads can accommodate the additional traffic
- Schools have adequate capacity for new students

If any of these systems were to be overwhelmed, the developer must either scale back the project or fund improvements to bring the systems up to standard.



Section-by-Section Explanation

Code Section	Plain English Explanation and Staff Intent
§ 191.86 Purpose	<p>What It Means: This section explains why the APFO exists.</p> <p>Plain English: New development should not make things worse for people who already live here. If a new subdivision will overwhelm our water system, clog our roads, or overcrowd our schools, the developer must fix those problems before building.</p>
§ 191.87 Adequate Public Facilities Required	<p>What It Means: This is the basic rule: you can't get approval for a major development unless you prove the infrastructure can handle it.</p> <p>Plain English: Before the Planning Commission can approve a preliminary plat or site plan, the developer must demonstrate that adequate water, sewer, roads, and school capacity exist.</p> <p>Exemptions: Small projects (minor subdivisions, small site plans, and non-residential buildings under 1,200 square feet) don't have to go through this process unless the Planning Director determines there's a special concern.</p>
§ 191.88 Roads	<p>What It Means: New development cannot make traffic worse than a Level of Service (LOS) 'C' standard.</p> <p>Plain English: Think of Level of Service as a report card for traffic flow: LOS A = Excellent (free-flowing), LOS B = Good, LOS C = Acceptable (this is our minimum standard), LOS D = Poor, LOS E = Very poor, LOS F = Failing (gridlock).</p>



Code Section	Plain English Explanation and Staff Intent
	<p>Key Requirements: Minimum LOS for all Town roads is 'C'. If a road already operates below LOS 'C', it's considered inadequate. Developers must either improve roads to meet the standard or scale back their project.</p> <p>Exemption: Projects generating fewer than 35 peak-hour vehicle trips per day.</p>
§ 191.89 Schools	<p>What It Means: This section simply refers you to Chapter 173 for school requirements.</p> <p>Plain English: School capacity is so important and complex that it has its own entire chapter of regulations (see Part 2 of this report).</p>
§ 191.90 Sewage System	<p>What It Means: The Town's wastewater treatment plant must have sufficient capacity to handle new development.</p> <p>Plain English: The standard is clear: The treatment plant cannot operate above 80% of its maximum permitted capacity due to new development. If the plant is at 750,000 gallons/day and permitted for 1 million gallons/day, a new development can only add 50,000 gallons/day (to reach the 80% threshold of 800,000).</p>
§ 191.91 Water Supply System	<p>What It Means: The Town's water supply must be sufficient to serve new development.</p> <p>Plain English: Just like the sewer system, the water system has an 80% rule: The Town cannot exceed 80% of its maximum permitted</p>



Code Section	Plain English Explanation and Staff Intent
	water authorization from the State of Maryland due to new development. Same calculation applies as sewage.
§ 191.92 Water, Sewage, and School Capacity Allocations	<p>What It Means: This section explains how long an approved project's allocation is valid.</p> <p>For New Approvals: Water and sewer allocations are guaranteed for 3 years. You must get a building permit and start construction within those 3 years or your allocation expires.</p> <p>For Old Approvals: Projects with preliminary approval before this ordinance get priority. Town distributes allocations starting with oldest approvals first. These also have 3 years to use allocations once granted.</p>
§ 191.93 Adequate Public Facilities Study	<p>What It Means: Developers must hire qualified professionals to prepare a detailed study proving that adequate infrastructure exists.</p> <p>Plain English: You can't just promise that your development won't overwhelm our systems—you have to prove it with a professional study that includes: background information, impact analysis (trips, students, water/sewer needs), infrastructure assessment, road details, and a mitigation plan if impacts are anticipated.</p>
§ 191.94 Mitigation	What It Means: If infrastructure is inadequate, the developer must fix it or the project gets denied.



Code Section	Plain English Explanation and Staff Intent
	<p>Plain English: The Planning Commission has two options: (1) Deny the project, OR (2) Require mitigation—make the developer fix the problem through a legally binding agreement that includes funding improvements, building new facilities, phasing the project over time, or any combination. The agreement must be approved by the Town Attorney, recorded with the County Clerk, and secured by bonding.</p>
<p>§ 191.95 Bonding or Surety</p>	<p>What It Means: Developers must put up money (a bond) to guarantee they'll complete required improvements.</p> <p>Plain English: Talk is cheap. If a developer promises to widen a road or upgrade a water main, they must put up a cash bond first. If they fail to complete the work, the Town takes the bond money and does the work itself.</p>
<p>§ 191.96 Standards, Criteria and Procedures</p>	<p>What It Means: This section provides additional guidance and references.</p> <p>Plain English: The Town can reference the Charles County APF Manual as needed for consistency. The Planning Commission can recommend updates which the Town Council must approve. The Town is the sole provider of water/sewer; developers must fund, construct, bond, and dedicate all new facilities to the Town as determined by the Director of Public Works.</p>



PART 2: CHAPTER 173 - SCHOOL SEAT ALLOCATION POLICY

What is the School Seat Allocation Policy?

This policy specifically manages how many new homes can be built each year based on available school capacity. Unlike the APFO (which covers all infrastructure), this chapter focuses exclusively on schools.

Why Do We Need This?

The Core Problem:

- The Town is growing rapidly
- The County Board of Education and County Commissioners plan and fund schools—not the Town
- School construction can't keep up with residential growth
- Result: Potential for overcrowded schools

What This Policy Does: Since the Town can't build schools, it controls the one thing it CAN control: the rate of residential development. This gives the school system time to catch up.

Important to Understand: The Town has no role in planning, approving, or funding schools. That's entirely up to the Charles County Board of Education and County Commissioners (with State funding). The Town's only tool is to manage residential growth when schools are overcrowded.



Section-by-Section Explanation of Major Changes

The following table summarizes the key provisions of Chapter 173 and highlights where changes are proposed:

Code Section	Current/New Language	Intended Accomplishment
§ 173-93 Allocatable School Capacity (Definition)	<p>NEW LANGUAGE:</p> <p>If any school level (Elementary, Middle, High) has zero or negative capacity, the Allocatable School Capacity = ZERO.</p> <p>ALSO:</p> <p>Allocation is the lesser of (a) local aggregate capacity OR (b) 6% of County-wide capacity excess.</p>	<p>Clarifies what happens when schools are overcrowded and establishes the 6% proportional cap to ensure La Plata doesn't use more than its fair share of County capacity.</p>
§ 173-94 Student Generation Rates	<p>OLD: CEO conducts Town-specific surveys and determines 'particularized' rates for each project.</p> <p>NEW:</p> <p>Town must use standardized County Student Yield Factors published by County Commissioners and Board of Education. No more custom rates.</p>	<p>Eliminates discrepancies between Town and County rates. Ensures consistency, simplicity, and eliminates disputes over custom rates. Reduces staff time on surveys.</p>
§ 173-95A Annual Allocation Determination	<p>OLD: Minimum 100 seats guaranteed annually. Based on overall County capacity.</p> <p>NEW:</p> <p>No minimum. Capacity = lowest aggregate among Elementary, Middle, High schools serving La Plata. Uses 110% formula. Can incorporate CIP</p>	<p>Major shift to capacity-based system. Transparent formula everyone can calculate. Aligns with County methodology. Prevents allocations when capacity doesn't exist. Proportional cap ensures fairness.</p>



Item Number: Agenda Item #

Date of Meeting: Jan 06, 2026

Code Section	Current/New Language	Intended Accomplishment
	projects within 18 months. Capped at 6% of County total.	
§ 173-102 Major Development Projects (NEW SECTION)	<p>ENTIRELY NEW:</p> <p>Large projects (100+ units) must enter into a Development Agreement with Town, County, and with CCPS consultation. Must include Build-Out Schedule. Exempt from normal allocation process if in compliance.</p>	Creates formal process for large subdivisions with long-term impacts. Enables school system to plan for phased development. Provides certainty for developers while protecting capacity.



How the New Allocation Formula Works

The proposed amendments replace the subjective, minimum-guarantee system with a transparent, capacity-based formula. Here's how it works step-by-step:

Step 1: Identify Catchment Schools

Each year, the Town Council (with CCPS) identifies which elementary, middle, and high schools serve La Plata's attendance zones.

Step 2: Get Annual Capacity Data from BOE

The County Board of Education publishes annual enrollment and capacity data for every school. This becomes our data source.

Step 3: Calculate Individual School Capacity

For each school: Available Capacity = (State Rated Capacity × 1.10) - Current Enrollment

Example: La Plata High has a State-Rated Capacity of 1,200. 110% = 1,320. Current enrollment = 1,250. Available capacity = 70 seats.

Step 4: Calculate Aggregate Capacity by Level

Add up all capacity at each level:

High Schools: La Plata HS (70) + McDonough HS (150) = 220 seats

Middle Schools: Somers MS (100) + Piccowaxen MS (200) = 300 seats

Elementary Schools: Craik (50) + Matula (80) + Mitchell (60) + Thornton (100) = 290 seats

Step 5: Use the Lowest Aggregate

The lowest of the three levels becomes the base allocation. In this example, High Schools at 220 seats is the limiting factor.

Step 6: Apply the 6% Cap

Calculate 6% of County-wide Total Net Capacity Excess. If County-wide excess = 4,280 seats, then 6% = 257 seats.

Compare: Local aggregate (220) vs. 6% cap (257). Use the lower number. Final allocation = 220 seats.

Critical Rule: If ANY level (Elementary, Middle, OR High) has negative capacity, the allocation is ZERO—even if other levels have capacity.



IMPLICATIONS OF THE PROPOSED CHANGES

What These Changes Mean for Different Stakeholders

For Developers:

More Predictable: Clear mathematical formulas, no subjective determinations, published data everyone can see.

More Restrictive: No guaranteed minimum 100 seats. Can be zero if schools are overcrowded. 6% cap limits total allocations.

New Opportunity: Large projects (100+ homes) can get Development Agreements providing certainty and streamlined process.

For Existing Lot Owners:

More Fair: Same Student Yield Factors for everyone. No developer gets better rates than others.

Still Protected: Still get 20% minimum of annual allocation. Safety valve: 6-year wait cap.

For the School System:

Better Coordination: Town uses same data as County. Consultation required for large projects. Can plan for CIP projects 18 months in advance.

More Realistic: Allocations actually match capacity. No arbitrary minimums.

For the Community:

Better Protection: Schools won't be overcrowded due to unlimited allocations. Growth tied to actual capacity.

More Transparency: Anyone can calculate allocations using public data. Less discretionary decision-making.

Potential Concerns and Staff Responses

CONCERN: "This will stop all development."

RESPONSE: Only if schools are genuinely overcrowded. Current FY2025 data shows 218 seats available (High Schools are the limiting factor), with a 6% cap of 257 seats. Result: 218 seats available—more than double the old guaranteed minimum of 100.

CONCERN: "What if capacity drops to zero?"



Item Number: Agenda Item #

Date of Meeting: Jan 06, 2026

RESPONSE:

1. This would signal a genuine crisis requiring County action
2. Better to acknowledge reality than pretend capacity exists
3. Projects could still pursue County special allocations
4. Would force County to prioritize school construction
5. Protects students from overcrowding

CONCERN: "The 6% cap is arbitrary."

RESPONSE:

1. Based on La Plata's proportion of County's growth area population
2. Prevents La Plata from using disproportionate share of County capacity
3. In practice, local school capacity will usually be the limiting factor, not the cap
4. Ensures regional fairness

CONCERN: "This is too complicated."

RESPONSE: The formulas are actually simpler than the old discretionary system. Old way: CEO determines particularized rates (black box). New way: Look up published Student Yield Factors and capacity data (transparent).



STAFF RECOMMENDATIONS

Staff Recommends Approval with Discussion

Staff believe these amendments represent a significant improvement over the current system for the following reasons:

- **Transparency and Objectivity:** Replaces subjective determinations with clear mathematical formulas using publicly available data
- **Coordination with County:** Aligns with County methodology and uses same Student Yield Factors and capacity data
- **Realism:** Acknowledges that capacity constraints are real and provides honest assessment
- **Fairness:** Proportional cap ensures La Plata doesn't over-consume County capacity
- **Planning Value:** CIP provision allows planning for new schools; MDP process enables long-term coordination

CONCLUSION

These amendments represent a comprehensive update to the Town's growth management tools. They provide:

- Clarity where there was discretion
- Objectivity where there was subjectivity
- Realism where there were artificial guarantees
- Coordination where there was potential conflict

While the changes may initially seem restrictive, they actually provide a more honest and workable system that:

- Protects students from overcrowding
- Provides developers with clear, predictable rules
- Coordinates Town and County planning
- Ensures infrastructure matches growth

Staff believe these amendments serve the public interest and recommend that the Planning Commission provide favorable feedback to the Town Council.

ZONING TEXT AMENDMENT (ZTA) 01-2026



January 6, 2026

BACKGROUND

- In 2025, the Town Council expressed concern about maintaining minimum quality of life standards for residents as the Town continues to grow.
- The Council recognizes that limited resources and public infrastructure must be appropriately managed to support growth and new development.
- In the fall of 2025, the Town Council directed staff to initiate a zoning text amendment to identify and maintain minimum public infrastructure requirements for roads, water, sewage, and school seating capacity when new development is proposed.

BACKGROUND

- Many towns, cities, and counties throughout Maryland (including Charles County) have already adopted their own “Adequate Public Facility Ordinance(s).”
- Adequate public facility ordinances are an effective way to promote “smart growth” management to ensure new development does not outpace a community’s ability to support it.
- While adequate public facility requirements may slow or defer some development, such ordinances are not designed to discourage development.... only manage it!

BACKGROUND

- Adequate public facility ordinances may be drafted as a single, comprehensive, ordinance or as a series of ordinances.
- At present, the only codified adequate public facility ordinance in the La Plata Municipal Code pertains to “School Seat Allocation Policy” contained in Chapter 173 (Subdivision and Land Development), Article IX.
- Under Zoning Text Amendment (ZTA) 01-2026, staff is proposing to:
 - 1) Amend & update Chapter 173, Article IX (School Seat Allocation Policy)
 - 2) Amend Chapter 191 (Zoning) to add Article X (Adequate Public Facilities Requirements) to the La Plata Zoning Code to address water, sewage, and roads.

DISCUSSION

As proposed, Chapter 173, Article IX (School Seat Allocation Policy) is proposed to amend the following Sections:

- 173-92 (Statement of policy and intent);

Deletion of outdated information.

- 179-93 (Definitions);

Definition for “Allocatable School Capacity” revised and “Particularized Student Generation Rate” deleted.

- 173-94 (Establishment of student generation rates);

Section deleted.

- 173-95 (Establishment of school seat allocation and allocation pools);

Revision to text proposed.

- 173-98 (Process for allocation);

Revisions to text for student allocation methodology.

- 173-101 (Appeals);

Minor revision to text for reader clarification.

- The addition of Section 173-102 (Process for Major Development Projects)

Proposes regulations on major development projects (subdivisions) that consist of 100 lots or more to mitigate long-term impacts on the public school system.

DISCUSSION

The proposed addition of Article X (Adequate Public Facilities Requirements), in Chapter 191 (Zoning), is proposed to address minimum requirements for water, sewage, and roads. Some of the key provisions in this draft ordinance include:

- 191-87 (Adequate public facilities required)

Requires major subdivisions and major site plans to demonstrate they will not impact the adequacy of the Town's water, sewage, roads, and school seating capacity. The Ordinance exempts minor subdivisions (four lots or less) and non-residential developments under 1,200 square feet.

- 191-88 (Roads)

Sets the minimum level of service (LOS) for all roadways/intersections in the Town to be maintained at LOS "C." LOS "C" represents a stable flow of traffic, but freedom to maneuver a vehicle. However, drivers may experience moderate delays in travel from time to time.

This Section does not apply to development projects generating less than 35 peak-hour vehicular trips per day.

DISCUSSION

- 191-90 (Sewage system)

There must be adequate sewer capacity to serve new development. Additionally, if the capacity required by a development will cause the Town's wastewater treatment plant infrastructure to operate at a level higher than 80% of the plant's maximum capacity, the project shall not be approved unless adequate mitigation is provided.

- 191-91 (Water)

No preliminary plat map, site plan or expanded development requiring water allocation shall be approved by the Town unless there is sufficient water to support the project. Adequate water supply will be judged on whether or not the development causes the Town to exceed 80% of its State water allocation permit.

DISCUSSION

- 191-92 (Water, sewage, and school capacity allocations)

Water and sewer capacity allocation shall be guaranteed to any approved preliminary plat map or site plan requiring such allocation for a period of three years, if the approval is still valid.

Previously approved (and valid) preliminary plat maps and site plans without water and sewer allocation shall be exempt from this Chapter. Such developments shall have priority allocation over projects approved after the adoption of this Ordinance.

- 191-93(Adequate public facilities study)

Unless exempted in proposed Section 191-87, an adequate public facilities study (APFS) shall be prepared as part of any preliminary subdivision or site plan submittal to the Town. The Study will determine the anticipated impact of a new development and any mitigation measures needed to ensure public facility thresholds, as set by the Town, are not exceeded.

DISCUSSION

- 191-94 (Mitigation)

Section 191-94 authorizes the Planning Commission to deny projects when the impact(s) of a development will not comply with adopted public facility thresholds for water, sewage, roads, and school seating capacity without appropriate mitigation.

The Chapter also identifies mitigation processes and procedures.

NEXT STEPS For Zoning Text Amendment (ZTA) 01-2026

- Conduct a public hearing (tonight) on Zoning Text Amendment 01-2026.
- Continue the public hearing on Zoning Text Amendment 01-2026 to the next regularly scheduled Planning Commission Meeting of February 3, 2026, to permit additional public comment.
- Consider Planning Commissioner comments attached to the staff report for Zoning Text Amendment 01-2026.
- Provide feedback to Staff on the initial draft of Zoning Text Amendment 01-2026.

QUESTIONS AND DISCUSSION

Article IX. School Seat Allocation Policy [Adopted 2-8-05 by Ord. No. 05-1]

173-92 Statement of policy and intent.

- A. Residential growth rates in Southern Maryland, Charles County and the Town of La Plata are among the highest in Maryland. The town is a designated growth area within the county and represents approximately ten percent (10%) of the population in the growth area of Charles County. ~~In the 1990's, La Plata issued between forty five (45) and sixty (60) building residential permits each year. In 2003, the town issued two hundred three (203) building permits for residential development. Estimates predict that the current rate of residential growth in the town will continue.~~
- B. The rate of growth in Charles County and the Town of La Plata is outpacing the ability of the Charles County Board of Education and the Charles County Commissioners to develop and fund the construction of new schools in Charles County to accommodate the growing student population in La Plata and the county at large. ~~This has resulted in unchecked growth has potential to result in school overcrowding that is contrary to the interests of students attending those schools and the public at large. While one new high school is under construction and other schools are planned for construction in Charles County, the rate of growth is outpacing the Board of Education's ability to provide sufficient school seats to meet increasing demands.~~
- C. The Town of La Plata has no role in the planning, approval or funding of new public schools. The construction of new public elementary schools, middle schools and high schools in Charles County is the responsibility of the Charles County Board of Education with funding provided primarily by the Charles County Commissioners and the State of Maryland. The Charles County Commissioners impose an excise tax to generate revenues for new school construction. This excise tax is imposed and collected by the County Commissioners on new development that takes place within the Town of La Plata and in the remainder of the county.
- D. Since the Town of La Plata cannot control the supply of seats or school capacity available to accommodate the growing student population, the Town Council has determined that it is in the interest of the public health, safety and welfare, and a proper exercise of the town's police powers, to responsibly regulate the rate of development in the town so as to:
- (1) Not exacerbate school overcrowding;
 - (2) Provide the Charles County Board of Education and the Charles County Commissioners with a reasonable time to make adequate school capacity available to meet the demands created by new growth in the Town of La Plata; and
 - (3) Provide for a reasonable rate of growth within the town to meet the town's fiscal and economic needs.
- E. It is the intent of this Article to establish a methodology and a process for determining and allocating available school seats in the Charles County public schools and to accomplish this objective based upon historical student generation from residential development exclusively within the Town of La Plata.

173-93 Definitions.

For purposes of this Article, the following terms shall have the meanings set forth in this section:

ALLOCATABLE SCHOOL CAPACITY – The discrete amount of public-school capacity available for allocation to new residential development, restricted to the lowest positive number derived from the aggregate capacity

calculation across the three specified school levels (Elementary, Middle, and High School) serving the Town of La Plata. In the event that the aggregate capacity calculation for any of the three school levels results in zero or a negative number (Shortage), the Allocatable School Capacity for that school attendance zone shall be deemed zero.

~~ALLOCATABLE SCHOOL CAPACITY—The lesser of (a) the lowest positive number derived from the aggregate capacity calculation across the three specified school levels or (b) 6% of the total net capacity excess of the entire Charles County public school system.~~

ALLOCATION POOL OR SUB-POOL—A pool or sub-pool established by the Town Council pursuant to § 173-95B for the allocation of available school seat capacity.

AVAILABLE SCHOOL SEAT CAPACITY—The amount of school seat capacity that the Town Council determines is available for new development pursuant to § 173-95.

DWELLING—A structure that contains one (1) or more dwelling units.

~~PARTICULARIZED STUDENT GENERATION RATE—A student generation rate determined for a proposed subdivision or an existing lot or parcel of land in accordance with § 173-94.~~

PRIORITY LIST—A list of persons awaiting a school seat allocation ranked chronologically in the order that each person became eligible for the list.

SCHOOL SEAT ALLOCATION—An allocation of available school seat capacity from an allocation pool or sub-pool pursuant to § 173-98.

STUDENT GENERATION RATE—The average number of public elementary school, middle school and high school students generated by a dwelling unit in each development and neighborhood of the Town of La Plata as determined in accordance with § 173-94.

173-94 Establishment of student generation rates.

- A. A. The Town Council shall annually adopt and utilize the current Student Yield Factors established and published by the Charles County Commissioners and the Charles County Board of Education. The Student Yield Factors shall be used to determine the average number of public elementary school, middle school, and high school students generated by a dwelling unit for each type of residential development.
- B. The Chief Executive Officer shall cease using particularized student generation rates for lots in proposed subdivisions or existing lots of record. The determination of the number of required development units shall be made by applying the Student Yield Factors to the specific dwelling unit type for the corresponding school level.

~~The Town Chief Executive Officer shall establish student generation rates from residential development in the town. After establishing initial student generation rates, the Chief Executive Officer shall review and modify the student generation rates not less frequently than every two (2) years.~~

~~B. The Chief Executive Officer shall establish student generation rates for elementary schools, middle schools and high schools. In determining and establishing student generation rates, the Chief Executive Officer shall conduct a survey to determine the number of students from each development and neighborhood in the town who attend public elementary schools, middle schools and high schools in the county and the total number of dwelling units in each development and neighborhood. In conducting this survey, the Chief Executive Officer may rely upon data maintained by the Charles County Board of Education and the town and such other data and information as the Chief Executive Officer reasonably deems relevant.~~

~~C. When an applicant for approval of a final subdivision plat or a building permit requests an allocation of school seat capacity, the Chief Executive Officer shall determine a particularized student generation rate for~~

~~each lot in the proposed subdivision or for the existing lot or parcel of land. In determining a particularized student generation rate for an existing lot or parcel or for a lot in a proposed subdivision, the Chief Executive Officer shall consider the student generation rates of similar residential developments or neighborhoods in the town, the known target demographics that the lot, parcel or proposed lots will be marketed to, and other facts and data that the Chief Executive Officer deems relevant.~~

173-95 Establishment of school seat allocation and allocation pools.

~~A. ———A. The Town Council annually shall determine the number of school seats that the town will make available for allocation for new residential development in the town during the town's ensuing fiscal year. This determination shall be based on the Allocatable School Capacity established for the school attendance zones encompassing the Town of La Plata. The Town Council, in conjunction with Charles County Public Schools (CCPS), shall annually identify the current public elementary, middle, and high schools serving the Town of La Plata attendance zones (the Catchment Schools). The calculations required by this section shall rely upon the annual capacity data provided by the Charles County Board of Education (BOE) for these annually identified Catchment Schools.~~

~~This capacity data shall include any capacity provided by Capital Improvement Program (CIP) projects that are scheduled for completion prior or concurrent to the upcoming allocation cycle. When capacity is programmed to exist through an approved CIP project, allocations may be granted within the eighteen (18) month period prior to the opening of the new school facility.~~

~~Capacity of individual schools shall be determined by subtracting the enrollment from one hundred ten percent (110%) of the state rated capacity. The Allocatable School Capacity for new residential development shall be restricted to the lowest aggregate capacity calculated among the three (3) school levels (Elementary, Middle, and High School) within the specified school attendance zones. If capacity at any required school level (Elementary, Middle, or High) does not exist, allocations shall not be granted in that school attendance zone. School capacity must exist at all three school levels within the current school district attendance boundaries for which the Board of Education has determined the students from the project will attend. In making this annual determination, the Council shall consider data and recommendations, if any, from the Charles County Board of Education as to the number of available school seats in the public school system in these specific attendance zones. Furthermore, to restrict annual allocation consistent with the Town's proportional share of available capacity within the Charles County Public School System, the total number of school seats allocated by the Town shall not exceed six percent (6%) of the Total Net Capacity Excess reported annually by the Charles County Board of Education for all schools in the public school system. This calculation shall only be used to establish a maximum cap on allocations and shall not supersede the lower allocation derived from the aggregate capacity calculation for the specific school attendance zones listed above. The Town Council annually shall determine the number of school seats that the town will make available for allocation for new residential development in the town during the town's ensuing fiscal year, except that in no event shall the number of school seats available for allocation in each fiscal year be less than one hundred (100). In making this annual determination, the Council shall consider the number of available school seats in the entire Charles County public school system and the ratio of the town's population to the population of the county as a whole. In addition to other factors that the Town Council deems relevant, the Council shall consider data and recommendations, if any, from the Charles County Board of Education as to the number of available school seats in the public school system and the number of seats that the town should allocate for new residential development.~~

B. After the Town Council has determined the number of school seats available for allocation in the ensuing fiscal year, the Council, by resolution, shall divide the total number of seats available for allocation into such reasonable pools and sub-pools as the Council may create. These pools shall attempt to provide a reasonable apportionment of available school seats among competing development interests. Sub-pools may consist of

specific subdivisions or proposed subdivisions. The pools shall include, but necessarily be limited to, the following:

- (1) Proposed subdivisions consisting of at least fifty (50) lots that have received preliminary plat approval and for which application has been made for final plat approval;
 - (2) Proposed subdivisions consisting of less than fifty (50) lots that have received preliminary plat approval and for which application has been made for final plat approval;
 - (3) Lots in recorded subdivisions that have fifty (50) or more remaining vacant lots for residential development. This pool shall contain not less than twenty percent (20%) of the school seat capacity available for allocation;
 - (4) Other existing recorded lots and parcels of land that could be developed for residential uses. This pool shall contain not less than twenty percent (20%) of the school seat capacity available for allocation.
- C. In the fourth quarter of each fiscal year, the Town Council may reevaluate the number of school seats remaining unallocated in each pool and sub-pool. If the Council determines that all of the school seats in any pool or sub-pool are not likely to be allocated before June 30 of that year, the Council, by resolution, may reallocate such school seats into one (1) or more other pools or sub-pools where a demand for school seat allocation exists.
- D. If any school seats in any pool or sub-pool remain unallocated on June 30 of any year, the Town Council, by resolution, ~~shall~~ may divide the unallocated seats into the pools and sub-pools for the ensuing fiscal year in such manner as the Council reasonably shall determine.
- E. Not later than January of each year, the Chief Executive Officer shall consult with the Board of Education to determine whether any changes in school enrollment during the school year have resulted in additional available school capacity for that year. If the Chief Executive Officer determines that additional capacity does exist, the Chief Executive Officer shall so advise the Town Council. The Town Council, by resolution, may make such additions of school seat capacity to the respective allocation pools or sub-pools for that fiscal year as the Council determines appropriate.

173-96 Allocation required.

Except as provided in §§ 173-97 and 173-98, until the town has made an allocation of school seat capacity to a proposed subdivision, lot or parcel of land:

- A. The Planning Commission may not approve a final plat of subdivision for a subdivision of land for the purpose of residential development; and
- B. The town may not approve or issue a building permit for the development and construction of any residential dwelling or dwelling unit on an existing lot or parcel.

173-97 Exemptions.

The requirements of § 173-96 do not apply to:

- A. The approval of a final plat for the subdivision of land for a development in which dwelling units will be restricted to occupancy by persons fifty-five (55) years of age and older;
- B. The development and construction of dwelling units in a subdivision where occupancy of dwelling units is restricted to persons fifty-five (55) years of age or older;
- C. Nursing homes;
- D. Assisted living facilities;

-
- E. Any other type of residential construction that will not generate additional school age population;
 - F. **[Amended 4-22-08 by Ord. No. 08-5]** The approval of a final plat of subdivision of land, or portion of a final plat of subdivision, for a development to the extent that the developer has entered into an agreement with the town and the County Commissioners of Charles County by which:
 - (1) The developer agrees, in addition to the payment of any applicable school excise taxes and school impact fees, to make one (1) or more financial payments to the County Commissioners in an amount or amounts determined by the County Commissioners to be sufficient to enable the County Commissioners to provide to the town for the exclusive benefit of the developer's development a sufficient number of special school seat allocations from the county's allotment of school seat allocations which, combined with such school seat allocations as the developer may obtain from the town pursuant to this Article IX, will be sufficient to accommodate the projected student population from the subdivision, or portion of the subdivision, shown on the final plat, and
 - (2) In exchange for such financial payment from the developer, the County Commissioners agree to provide to the town, for the exclusive benefit of the developer's development, an agreed number of special school seat allocations from the county's allotment of school seat allocations.

Where the developer has entered into such an agreement with the town and the Charles County Commissioners, the town shall not issue a building permit for any lot shown on the approved final plat for which a special school seat allocation is required until the County Commissioners have provided such special school seat allocation to the town.

173-98 Process for allocation.

- A. This section regulates the allocation of available school seat capacity to proposed lots in subdivisions that are seeking final plat approval and to existing individual lots or parcels of land.
- B. (1) ~~When a request is made for final subdivision plat approval, the Chief Executive Officer shall determine the student generation rate by applying the Student Yield Factors adopted pursuant to § 173-94A for each lot shown on the proposed final plat and then shall multiply that rate...~~ ~~When a request is made for final subdivision plat approval, the Chief Executive Officer shall determine a particularized student generation rate for each lot shown on the proposed final plat and then shall multiply that rate~~ by the total number of lots on the final plat to determine the total number of school seats required for all lots shown on the plat.
- (2) If sufficient unallocated school seats in the applicable allocation pool or sub-pool are available to provide a school seat allocation for all of the lots depicted on the final plat, subject to the limitation in § 173-98F, a school seat allocation shall be made for all lots and, provided that the final plat satisfies all other applicable requirements, the Planning Commission shall approve the final subdivision plat.
- (3) If sufficient unallocated school seats in the applicable allocation pool or sub-pool are not available to provide a school seat allocation for any of the lots depicted on the final plat, the applicant may elect to do one (1) of the following:
 - (a) Request that approval of the final plat be deferred and that the entire final plat be placed on the applicable subdivision priority list for allocation of available school seat capacity as such capacity becomes available;
 - (b) Withdraw the request for final plat approval.
- (4) If sufficient unallocated school seats in the applicable allocation pool or sub-pool are available to provide a school seat allocation for some, but not all, of the lots depicted on the final plat, the applicant may elect to do one (1) of the following:

(a) [1] Accept a school seat allocation for as many lots as allocations are available for that proposed subdivision and designate each remaining lot as not buildable until a future allocation of school seat capacity is made for that lot. A school seat allocation shall be accepted by paying a school seat allocation reservation fee for each lot for which an allocation is to be made. The amount of the allocation reservation fee is twenty percent (20%) of the then applicable school excise tax for each lot. The allocation reservation fee shall be paid to the town prior to approval of the final subdivision plat. The allocation reservation fee for each lot shall be applied against the school excise tax payable for that lot if a building permit for that lot is applied for and issued by the town within one (1) year after final plat approval. However, if a building permit is not applied for and issued by the town within one (1) year after final plat approval, the school seat allocation and allocation reservation fee for that lot are forfeited and, for purposes of future school seat allocation, the lot shall be treated as an existing lot. Upon payment of the allocation reservation fee, the Planning Commission may approve the final subdivision plat,

[2] Any future allocation of school seat capacity for each lot for which a school seat allocation was not made when the final plat was approved, or for which an allocation was made but forfeited because a building permit was not applied for within one (1) year and issued within eighteen (18) months from the date of final plat approval, shall be made from the pool of school seats available for allocation to existing recorded lots at the time that a building permit application is approved for that lot. ~~The future allocation of school seat capacity for a lot shall be based upon the student generation rate derived from the Student Yield Factors adopted pursuant to § 173-94A for that lot determined by the Chief Executive Officer prior to approval of the application for a building permit for that lot;~~ ~~The future allocation of school seat capacity for a lot shall be based upon a particularized school seat generation rate for that lot determined by the Chief Executive Officer prior to approval of the application for a building permit for that lot;~~

- (b) Request that approval of the final plat be deferred and that the entire final plat be placed on the applicable subdivision priority list for allocation of available school seat capacity as such capacity becomes available. If the applicant elects to have the final plat placed on the priority list, all available school seat capacity allocable to that subdivision be reserved for that proposed subdivision, without cost to the applicant, until school seat capacity is available in the pool or sub-pool for allocation to all remaining lots depicted on the final plat;
- (c) Reconfigure and resubmit the final plat to depict only those lots for which an allocation of school seat capacity can then be made;
- (d) Withdraw the request for final plat approval.
- (5) Each approved final subdivision plat shall contain notes or graphic representations that clearly delineate which lots have received an allocation of school seat capacity and the terms and conditions of such allocation, and which lots are not buildable until a future allocation of available school seat capacity is made at such time as an application for a building permit is approved.

C. ~~When an application is made for approval of a building permit for development and construction of a dwelling or dwelling unit on an existing lot or parcel of land, the Chief Executive Officer shall determine the student generation rate by applying the Student Yield Factors adopted pursuant to § 173-94A for that lot or parcel. The Chief Executive Officer shall allocate available school seat capacity to that lot or parcel based upon the student generation rate for that lot or parcel.~~ ~~When an application is made for approval of a building permit for development and construction of a dwelling or dwelling unit on an existing lot or parcel of land, the Chief Executive Officer shall determine a particularized student generation rate for that lot or parcel. The Chief Executive Officer shall allocate available school seat capacity to that lot or parcel based upon the particularized student generation rate for that lot or parcel, if school seat capacity is available in~~

the existing lot allocation pool. If available school seat capacity is not then available, the lot will be placed on a priority list for future allocation of school seat capacity.

- D. When an application for final subdivision plat approval or for the issuance of a building permit involves one (1) or more dwellings that contain more than one (1) dwelling unit per dwelling, such as single-family attached dwellings, townhouses, multiple-family dwellings and two-family dwellings, a school seat allocation may not be made for any dwelling unit in a dwelling unless sufficient school seat capacity is available for allocation to all dwelling units in that dwelling.
- E. Each allocation of available school seat capacity is made to a particular lot, proposed lot, or parcel of land. Once an allocation of school seat capacity has been made to a particular lot, proposed lot or parcel of land, the allocation is not transferable or assignable to another lot, proposed lot or parcel of land.
- F. Unless there are no proposed subdivisions awaiting final plat approval or existing lots or parcels of land on a priority list established pursuant to § 173-99, not more than twenty-five (25) seats of available school capacity may be allocated in any fiscal year to any one (1) proposed subdivision or to, or for the benefit of, any existing lots or parcels of land that were held in the same ownership on the first day of the fiscal year.

173-99 School seat allocation priority lists.

- A. The town's Chief Executive Officer shall establish and maintain priority lists of applications for final subdivision plat approval, and for building permits for the development and construction of dwelling units on existing lots or parcels of land, for which school seat capacity is not available.
- B. A proposed subdivision for which an applicant has requested placement on a subdivision priority list pursuant to § 191-98B and an existing lot or parcel of land for which a building permit application has been submitted to the town shall be placed on the applicable priority list as of such date and time when all requirements for final subdivision plat approval or issuance of a building permit have been satisfied except for the availability of school seat capacity.
- C. When school seat capacity becomes available in the applicable subdivision allocation pool or sub-pool, the Chief Executive Officer shall provide written notice to the next applicant on the priority list that school seat capacity is available for allocation to some or all of the lots as depicted on the applicant's proposed final subdivision plat. The notice shall be sent to the address of the applicant as shown on the final subdivision plat application or to such other address as the applicant has designated in writing to the Chief Executive Officer. The notice shall give the applicant a period of thirty (30) days to notify the Chief Executive Officer in writing that the applicant accepts or rejects the allocation. An allocation shall be accepted in the manner specified in § 173-98B(4)(a)[1].
 - (1) If the applicant accepts the allocation in writing within such thirty-day period, and if such allocation provides a school seat allocation for all lots depicted on the final plat, the final plat shall be approved.
 - (2) If the applicant accepts the allocation in writing within such thirty-day period, and if such allocation provides an allocation of available school seat capacity for some, but not all of the lots depicted on the final plat, the applicant shall elect to proceed in accordance with § 173-98B(4)(a) or (b).
 - (3) If, within thirty (30) days after notice of the availability of a school seat allocation, an applicant affirmatively rejects an allocation of available school seat capacity, the applicant may request in writing that the application for final plat approval be kept active and that the lots depicted on the final plat be maintained on the priority list. If the applicant does make such a request, the final plat shall maintain its place on the priority list and shall be offered the next available school seat allocation. If the applicant does not affirmatively accept the school seat allocation the next time it is offered, the final plat shall be removed from the priority list, the application for final plat approval shall be deemed

-
- withdrawn, and any available school seat capacity previously allocated to lots on the final plat shall be returned to the applicable allocation pool or sub-pool.
- (4) If, within thirty (30) days after notice of the availability of a school seat allocation, an applicant affirmatively rejects an allocation of available school seat capacity and does not request in writing that the application for final plat approval be kept active and that the final plat be maintained on the priority list, the final plat shall be removed from the priority list, the application for final plat approval shall be deemed withdrawn, and any available school seat capacity previously allocated to lots on the final plat shall be returned to the applicable allocation pool or sub-pool.
 - (5) If, within thirty (30) days after notice of the availability of a school seat allocation, an applicant neither rejects nor affirmatively accepts the allocation in writing, the lots on the proposed final subdivision plat shall be removed from the priority list, the application for final plat approval shall be deemed to have been withdrawn by the applicant, and any previous allocation of school seat capacity for lots on the final plat shall be returned to the applicable allocation pool or sub-pool.
- D. When school seat capacity becomes available in the existing lot allocation pool or sub-pool, the Chief Executive Officer shall provide written notice to the next applicant on the existing lot priority list that school seat capacity is available for allocation to the applicant's lot or parcel of land. The notice shall be sent to the address of the applicant as shown on the building permit application or to such other address as the applicant has designated in writing to the Chief Executive Officer. The notice shall give the applicant a period of thirty (30) days to notify the Chief Executive Officer in writing that the applicant accepts or rejects the allocation.
- (1) If the applicant accepts the allocation within such thirty-day period, the building permit shall be issued as long the application continues to comply with all applicable laws. If the building permit application no longer complies with all applicable laws, the application shall be deemed rejected, but the school seat allocation shall be reserved for the lot or parcel of land for a period of ninety (90) days, within which the applicant must submit for approval by the town a revised permit application that complies with all applicable laws. If a conforming building permit application is submitted within ninety (90) days and approved by the town, the school seat allocation for the lot or parcel of land shall be made and the permit issued. If a conforming building permit application is not submitted within ninety (90) days or is not approved by the town, the school seat capacity shall be placed back in the pool and the lot or parcel of land removed from the priority list.
 - (2) If, within thirty (30) days after notice of the availability of a school seat allocation, an applicant neither rejects nor affirmatively accepts the allocation in writing, the lot or parcel of land shall be removed from the priority list and the building permit application for that lot or parcel of land shall be deemed to have been withdrawn by the applicant.
 - (3) If, within thirty (30) days after notice of the availability of a school seat allocation, an applicant affirmatively rejects an allocation of available school seat capacity, the applicant may request in writing that the building permit application be kept active and that the lot or parcel of land be maintained on the priority list. If the applicant makes such a request, the lot or parcel shall maintain its place on the priority list and shall be offered the next available school seat allocation. If the applicant does not affirmatively accept the school seat allocation the next time it is offered, the school seat capacity shall be placed back in the allocation pool or sub-pool and the lot or parcel of land shall be removed from the priority list.
 - (4) If, within thirty (30) days after notice of the availability of a school seat allocation, an applicant affirmatively rejects an allocation of available school seat capacity and does not request in writing that the building permit application be kept active and that the lot or parcel of land be maintained on the priority list, the school seat capacity shall be placed back in the allocation pool or sub-pool and the lot or parcel of land shall be removed from the priority list.

-
- E. Notwithstanding any other provision of this Article, any lot or parcel of land on the existing lot priority list that has not received an allocation of school seat capacity within six (6) years from the date that lot or parcel was placed on the priority list shall be issued a building permit as long as the building permit application continues to comply with all applicable laws. If the building permit application no longer complies with all applicable laws, the applicant must submit for approval by the town a revised building permit application that complies with all applicable laws. If a conforming building permit application is submitted within ninety (90) days and approved by the town, the building permit may be issued even though available school seat capacity may not exist in the applicable allocation pool or sub-pool. If a conforming building permit application is not submitted within ninety (90) days or is not approved by the town, a building permit may not be issued for the lot or parcel of land until a new allocation of school seat capacity is made to the lot or parcel. Any building permits issued pursuant to this section shall not count against or reduce the available school seat capacity that otherwise is available for allocation in that fiscal year.

173-100 Duration and effect of expiration of allocation.

- A. This section provides for the expiration of an allocation of school seat capacity and the effect of such an expiration.
- B. (1) This subsection regulates the expiration of a school seat allocation for a lot that was made as part of the approval of a final subdivision plat.
- (2) A school seat allocation that has been made as part of the approval of a final subdivision plat is valid for a period of one (1) year from the date of approval of the final plat. The allocation for a lot in the subdivision expires if a building permit to construct a dwelling unit on that lot has not been issued within one (1) year from the date of approval of the final plat, or if the building permit to construct a dwelling unit on that lot expires or is revoked before a certificate of occupancy is issued.
- (3) As long as a school seat allocation has not expired, a building permit may be issued for the lot for which the allocation has been made. A building permit may not be issued for any lot for which an allocation has expired until the lot has received a new school seat allocation. After expiration of an allocation, a lot shall be treated as an existing recorded lot and placed at the end of the existing lot priority list.
- C. (1) This subsection regulates the expiration of an allocation of school seat capacity for a lot that was made as part of the issuance of a building permit.
- (2) An allocation of school seat capacity for a lot that has been made as part of the issuance of a building permit is valid for the duration of the building permit. The school seat allocation expires if the building permit to construct a dwelling unit on that lot expires or is revoked before a certificate of occupancy is issued.
- (3) If a school seat allocation expires, the existing building permit shall not be reinstated or renewed, or a new building permit issued, for that lot until the lot has received a new school seat allocation. After a school seat allocation expires, a lot shall be placed at the end of an existing lot priority list for a new school seat allocation.

173-101 Appeals.

- A. ~~Any person aggrieved by a decision of the town's Chief Executive Officer in determining a particularized student generation rate or in approving or refusing to approve an allocation~~ Any person aggrieved by a decision of the town's Chief Executive Officer in determining the student generation rate for a specific lot or parcel or in approving or refusing to approve an allocation of school seat capacity may appeal the decision to the Town Board of Appeals created under § 191-53 of this Code. Except to the extent inconsistent

with this section, proceedings of the Board shall be governed by §§ 191-53C and D of this Code and the Board's rules of procedure.

- B. An appeal pursuant to Subsection A of this section may be based only on one (1) or more of the following grounds:
- (1) The decision is contrary to law or illegal.
 - (2) The decision is arbitrary or capricious.

An appeal may not challenge or be based upon error in the determinations of the Chief Executive Officer in determining general student generation rates or of Town Council regarding the establishment of allocation pools pursuant to § 173-95.

- C. An appeal shall be initiated by the filing of a notice of appeal with the Town Board of Appeals. The notice of appeal shall be filed within ten (10) days from the date of the decision being appealed from. The appeal shall be filed on forms prescribed by the Chief Executive Officer consistent with this section, and shall be accompanied by such appeal fee as may be established by resolution of the Town Council from time to time.
- D. Each notice of appeal must contain at least the following:
- (1) The name and address of the appellant;
 - (2) A statement identifying the decision that is being appealed;
 - (3) A statement describing how the appellant is aggrieved or affected by the decision that is being appealed;
 - (4) A detailed narrative explanation of the grounds of the appeal;
 - (5) A statement describing with specificity the manner in which the decision from which the appeal is taken is contrary to law, illegal, arbitrary or capricious. The notice of appeal shall contain specific references to all statutes, ordinances and regulations alleged to be violated by the decision; and
 - (6) A statement of the relief requested by the appellant.

The Board of Appeals shall dismiss any notice of appeal that does not contain the information required by this Subsection D.

- E. Hearings and proceedings on an appeal to the Board of Appeals shall be based exclusively on the grounds of appeal, issues and matters presented in the notice of appeal. The Board may not consider any ground of appeal, matter or issue that has not been presented with specificity in the notice of appeal. The Board of Appeals may take such testimony and evidence as the Board deems necessary or desirable to assist it in considering an appeal.
- F. The decision of the Chief Executive Officer is presumed to be correct, made in accordance with law and legal. The burden is on the person who appeals a decision to demonstrate that:
- (1) The decision is contrary to law or illegal;
 - (2) The decision is arbitrary or capricious.
- G. The Board shall affirm the decision appealed from unless the Board finds that:
- (1) The decision appealed from is contrary to law or illegal;
 - (2) The decision appealed from is arbitrary or capricious.

If the Board makes any such finding, the Board may reverse the decision of the Chief Executive Officer in whole or in part, or may modify the decision, condition or requirement appealed from and make such decision, conditions or requirements as could have been made by the Chief Executive Officer. The Board also may remand

the matter to the Chief Executive Officer for such further proceedings or determinations as the Board of Appeals determines to be appropriate.

- H. Any person or persons jointly or severally aggrieved by a decision of the Board of Appeals under this section, or any officer, department, board or bureau of the town, may appeal the decision of the Board of Appeals to the Circuit Court for Charles County. Such an appeal to the Circuit Court shall be filed within thirty (30) days from the decision of the Board.
- I. A school seat allocation is not effective until the earlier to occur of:
 - (1) Ten (10) days from the date of the allocation if no appeal is filed under this section; or
 - (2) If an appeal is filed, until a final decision has been rendered and the time for all further appeals has expired.

§ 173-102 Process for Major Development Projects.

A. Intent and Applicability. This section establishes regulations for Major Development Projects (MDP), defined as subdivisions proposing **one hundred (100) or more lots or dwelling units**. This process is intended to address the significant and long-term impacts of such projects on the public school system.

B. Requirements. A Major Development Project (MDP) seeking school seat allocation shall be required to enter into a **Development Agreement** with the **Town of La Plata and the Charles County Commissioners**. This Agreement shall be prepared **in consultation with Charles County Public Schools (CCPS)** to ensure coordination regarding long-term planning, capacity management, and build-out scheduling. The executed Agreement shall include a **Build-Out Schedule** detailing the unit type and unit count for each phase of development.

C. Allocation of School Seats. Allocations granted to an MDP shall be contingent upon adherence to the executed Development Agreement and the approved Build-Out Schedule. The allocation of school seats shall be utilized consistent with the approved Build-Out Schedule, and the grant of allocation may be conditioned upon the commencement of construction milestones within the project.

D. Exemption. Development projects approved under this section may be exempt from the general provisions of § 173-98 (Process for allocation) and § 173-99 (School seat allocation priority lists), provided they remain in compliance with their approved Development Agreement.

Chapter 191 - Zoning Regulations

Article XI. - Adequate Public Facilities Requirements

§ 191.86. Purpose.

The purpose of adequate public facilities review is to:

- A. Require developers to provide new, additional, or upgraded public facilities for water, sewage, roads and school seating capacity, when necessary, to ensure the Town's ability to provide adequate public facility levels to serve new developments without impacting the existing community.
- B. Ensure that all proposed development will not adversely affect the public health, safety and welfare; and,
- C. Encourage new development to occur in areas of the Town where public facilities are being provided.

§ 191.87. Adequate public facilities required.

- A. Unless stated otherwise within this Ordinance, no preliminary plat maps or site plans shall be approved by the Town unless it can be demonstrated that the development will not impact the adequacy of the Town's public facilities to provide the water, sewage, roads and school seating capacity to serve the development and its environs, as specified in this Ordinance.
- B. This Ordinance does not apply to minor residential subdivisions, minor site plans and non-residential developments containing less than 1,200 square feet of gross floor area unless determined necessary by the Planning Director due to unique or unusual circumstances associated with the development and/or the surrounding environs of the development.
- C. Unless exempted within this Ordinance, all preliminary plat maps and site plans submitted to the Town for approval shall be accompanied with an Adequate Public Facilities Study pursuant to Section 191.93

§191.88. Roads.

- A. The traffic generated by a proposed development shall not reduce the level of service (LOS) at intersections or along roads below the standards established in this section.
- B. This section does not apply to any development project that generates fewer than 35 peak-hour vehicular trips per day.
- C. Roads shall be considered adequate to accommodate the projected vehicular traffic to be generated by a proposed development if:

- (1) All existing traffic, the anticipated traffic for new development, and the cumulative traffic anticipated for previously approved developments within the environs of a new development can meet or can be adequately mitigated to meet the minimum Level of Service required for the roadways impacted by the new development. Traffic service levels at all intersections in the immediate vicinity of the project, as designated by the Planning Director, shall be defined by the Critical Lane Methodology or current edition of the Highway Capacity Manual published by the Transportation Research Board; or
- (2) The Town, County, or State has programmed for construction, in a capital improvements plan or a similar plan, additional roads or road improvements, in combination with existing roads and intersections, to comply with the standards specified in this Ordinance. The programmed improvements must be scheduled to be completed at the time the proposed development will generate new vehicular trips.
- (3) A sufficient public right-of-way width is provided to serve the volume of pedestrian and vehicular traffic to accommodate the development, including adequate road widths to facilitate vehicular mobility, maneuverability and on-street parking.

D. Levels of service.

- (1) The established minimum level of service (LOS) for all roads and intersections in the Town of La Plata shall be LOS "C."
 - (2) If the existing LOS of any road is less than LOS "C," the roadway will be considered inadequate..
 - (a) To meet the minimum roadway Level of Service requirement, mitigation shall be applied by the developer to all affected roads serving the development, as determined by the Planning Director. Alternatively, the Planning Commission may require a proposed development to be scaled back so all impacted roadways meet the minimum required level of service (LOS "C"). The Planning Commission shall deny any development if inadequate roadway mitigation measures are not sufficient to comply with this Ordinance.
- E. The determination of the Level of Service for a road shall consider the effects of existing traffic and traffic projected to be generated from new developments in the environs, as determined by the Planning Director, for which final subdivision plats and site plans have been approved as well as increases in through traffic and all traffic projected to be generated from the proposed development for a specified development completion year.
- F. Unless exempted within this Ordinance, the project developer shall submit with their preliminary plat map or site plan, a preliminary Adequate Public Facilities Study (APFS) which indicates the development's anticipated vehicular trip generation rates, a list of existing roads and intersections that will be impacted by traffic to and from the development and the anticipated completion date of the proposed development. The Planning Director shall review the APFS to determine if it satisfies the standards adopted herein for the proposed development and shall add or delete roads or intersections necessary to evaluate the impact of the development.

§191.89. Schools.

See Section 173-92 under Article IX (School Seat Allocation Policy) of the La Plata Subdivision and Land Development Ordinance.

§191.90. Sewage system.

- A. It is the intent of this chapter that new and/or expanded sewer systems serving new residential and non-residential developments shall not adversely impact the Town's ability to support it. Therefore, no new sewer system serving any development in the Town of La Plata shall be approved unless there is sufficient sewer infrastructure capacity to accommodate and support it by the Town.
- B. Standard for Adequacy. The sewage system shall be considered inadequate, and the development shall be deemed to create an adverse impact on the Town's ability to support the system, if the capacity required by the proposed development will cause the Town's wastewater treatment plant infrastructure to operate at a level higher than eighty percent (80%) of the plant's maximum currently permitted capacity as authorized by the State of Maryland. If this standard is exceeded, the project shall not be approved unless adequate mitigation is provided in accordance with § 191.94 (Mitigation).

§191.91. Water supply system.

- A. No preliminary plat map and no site plan for any new or expanded development requiring water allocation from the Town of La Plata shall be approved unless there is sufficient water supply to support the development. It is the intent of this chapter that water supplies serving existing residential and non-residential users shall not be adversely affected by the water use from new development.
- B. Standard for Adequacy. The water supply system shall be considered inadequate, and the development shall be deemed to adversely affect the Town's ability to provide sufficient water, if the water demand projected to be generated by the proposed development will cause the Town to exceed eighty percent (80%) of its maximum permitted water authorization granted by the State of Maryland. If this standard is exceeded, the development shall not be approved unless adequate mitigation is provided in accordance with § 191.94 (Mitigation).

§ 191.92. Water, sewage, and school capacity allocations

- A. Water and sewer capacity allocation shall be guaranteed to any approved preliminary plat map or site plan requiring such allocation for a period of three years after its original approval by the Town. Failure, for any reason, to obtain a building permit within three years to begin construction for new buildings under an approved preliminary plat map or for a new development, under an approved site plan, shall render the water and sewer allocation null and void.
- B. For preliminary plat maps and site plans that have been previously approved without water and sewer allocations prior to the adoption of this Ordinance, water and sewer allocations shall be based on the following allocation methodology:
 - (1) All preliminary plat maps and site plans that have been approved and are still valid as of the date of the adoption of this Ordinance shall be exempt from Section 191.92(A) unless the approved preliminary plat map or site plan is allowed to expire for any reason. Water and sewer allocations for previously approved and legally valid preliminary plat maps and site plans shall have priority over any preliminary plat maps and site plans not approved by the Town as of the date of the adoption of this Ordinance. Water and sewer allocations for unexpired preliminary plat maps and site plans under this code provision shall be allocated as follows:
 - (a) Each year, the Town of La Plata shall identify the maximum water and sewer capacity allocations to be devoted to previously approved preliminary plat maps and site plans that are valid.

- (b) Water and sewer allocations shall be distributed by the Town to each previously approved preliminary plat map or site plan beginning with the oldest to the most recent until all such water and sewer allocations have been distributed by the Town of La Plata for each calendar year.
 - (c) Failure to begin using authorized water and sewer allocations within three years shall render the water and sewer allocations under this provision of the Ordinance null and void.
- C. Once all previously approved preliminary plat maps and site plans have received their necessary water and sewer allocations under Section 191.92(B), water and sewer allocations required for the approval of new preliminary plat maps and site plans may be granted by the Town as provided in this Ordinance.
- D. School capacity allocations shall be granted pursuant to Article IX (School Seat Allocation Policy) of the La Plata Municipal Code.

§ 191.93. Adequate public facilities study.

- A. An Adequate Public Facilities Study (APFS) shall be prepared by qualified, independent, third parties, in conformance with the requirements of this Ordinance, and submitted as part of any preliminary plat map or site plan submittal to the Town for approval.
- B. An APFS shall contain the following information:
- (1) Background information that describes the proposed development, its location and the conditions of all surrounding public facilities that are regulated by this Ordinance.
 - (2) Project generation information that identifies the peak, daily, vehicle trips and number of students generated by the project.
 - (3) Analyses and identification of all anticipated project impacts and facility needs for water, sewer, roads and school seating capacity to serve the proposed development and its environs.
 - (4) Identification of all proposed road classifications serving the proposed development including the public rights-of-way and vehicular road widths to demonstrate there will be sufficient vehicular mobility and maneuverability to accommodate the volume of pedestrian and vehicular traffic, including the allowance for on-street parking.
 - (5) As necessary, a proposed mitigation program to eliminate all anticipated environmental impacts caused by the development to enable the Town to provide the minimum, required, public facility levels for water, sewage, roads and school seating capacity to serve the proposed development and its environs.
- C. An APFS required for roads shall include a traffic impact study, including traffic flow studies of the roads and intersections as approved by the Planning Director. The traffic flow studies shall determine, at a minimum, existing traffic, traffic projected to be generated from other proposed developments in the environs for which a site plan or preliminary plat map approval has been granted, projected increases in through traffic at the time of completion of the proposed development and traffic projected to be generated from the proposed development. The study shall comply with these standards or the Transportation Research Boards' standards for traffic impact studies. In addition, the APFS shall propose, as necessary, all traffic mitigation improvements that will achieve the required level of service for all roadways impacted by the proposed development.
- D. An APFS must address the incremental and cumulative impacts of a project that is to be developed in phases, including all incremental mitigation measures.
- E. The Planning Commission shall review the APFS and other information submitted by the project developer to determine if the level of public infrastructure exists or will exist to meet the standards of

this Ordinance and whether the approval of the proposed development will be in the public interest.

§ 191.94. Mitigation.

Upon determination by the Planning Commission that one or more public facilities associated with water, sewage, roads, or school seating capacity are not adequate, the Planning Commission shall deny the project or require development mitigation as follows:

- A. Mitigation by the project developer is required to eliminate all environmental impact(s) on water, sewer, roads and school seating capacity to enable the Town to provide sufficient public facilities to support the developer's project and comply with all applicable provisions of the Town's Municipal Code.
- B. The Planning Commission shall review and have final approval of the proposed mitigation program for a proposed subdivision or site plan. A mitigation program shall include the type(s) of mitigation, the methods of mitigation and time schedules, including project phasing, if applicable, for the successful implementation of the mitigation program.
- C. A mitigation program shall be contained in a legally binding adequate public facilities agreement between the project developer and the Town of La Plata, in a legal form approved by the Town Attorney.
- D. A mitigation program shall run with the land. The deed or title for a property shall contain references to the mitigation program and be recorded with the County Clerk to the satisfaction of the Planning Director.

§ 191.95. Bonding or surety.

- A. The Planning Commission shall require bonding or surety as appropriate to cover the costs of the facilities and lands not under the project developer's ownership that are part of a mitigation program.
- B. Upon default, the Town of La Plata has the authority to redeem the bonds or surety in addition to any other remedy provided by law.

§ 191.96. Standards, criteria and procedures for adequate public facilities studies.

- A. Except as may be stated elsewhere in this Ordinance, the Charles County Adequate Public Facilities Manual may be referenced and used, as needed, to help support the successful implementation of this Ordinance.
- B. Upon recommendation by the Planning Commission, the Town Council shall consider, for approval, any revisions to the adopted standards, criteria and procedures for adequate public facilities.
- C. The Town of La Plata shall be the sole provider all water and sewer facilities for new and existing developments in Town. The Town will require developers to fund, construct, and provide bonding for all new or upgraded facilities deemed necessary for mitigation under this Ordinance. All new water and sewer facilities shall be dedicated by the project developer to the Town of La Plata consistent with all applicable provisions of the Town's Municipal Code as determined by the Director of Public Works.

-End-

DRAFT

COUNCIL OF THE TOWN OF LA PLATA
Resolution 26-06

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: January 13, 2026

Date Adopted:

Date Effective:

1 **A RESOLUTION** concerning

2
3 **Fund Balance Reserve Policy**

4
5 **FOR** the purpose of adopting the Town of La Plata Fund Balance Reserve Policy; and all
6 matters relating thereto.

7
8 * * * * *

9
10 **WHEREAS**, sound fiscal management requires the establishment and maintenance
11 of adequate fund balance reserves to protect the Town from economic uncertainties,
12 revenue shortfalls, and emergency situations; and

13
14 **WHEREAS**, the Council of the Town of La Plata established and adopted a Storm
15 Response Reserve by way of Resolution 13-04 on May 21, 2013;

16
17 **WHEREAS**, the Council of the Town of La Plata established and adopted a Building
18 Replacement Reserve by way of Resolution 16-06 on June 21, 2016; and

19
20 **WHEREAS**, the Council of the Town of La Plata desires to establish a formal and
21 comprehensive fund balance reserve policy to support the Town’s long-term economic
22 sustainability employing best practices identified by the Governmental Accounting
23 Standards Board (GASB) and Government Finance Officers Association (GFOA); and

24
25 **WHEREAS**, the Town Treasurer of the Town of La Plata recommends that such a
26 policy should formalize existing reserve practices and provide a framework for building
27 reserves over time.

30 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF**
31 **LA PLATA** that the policies and procedures contained in the document attached hereto as
32 Attachment 1 to Resolution 26-06 and titled "Town of La Plata Fund Balance Reserve
33 Policy," be adopted this 13th day of January 2026, with an effective date of July 1, 2026; and
34

35 **AND BE IT FURTHER RESOLVED** that the policies and procedures contained in
36 Resolution 13-04, "Storm Response Reserve," and in Resolution 16-06, "Building
37 Replacement Reserve," are hereby superseded by the document attached hereto as
38 Attachment 1 to Resolution 26-06 and titled "Town of La Plata Fund Balance Reserve
39 Policy."
40

41 **ADOPTED AND APPROVED** by the Council of the Town of La Plata this 13th day of
42 January, 2026.
43

44
45 **SEAL:**

COUNCIL OF THE TOWN OF LA PLATA

46
47
48 _____
49 Jeannine E. James, Mayor
50

51
52 _____
53 Paul C. Guttenberg, Councilman
54

55
56 _____
57 Patrick McCormick, Councilman
58

59
60 **ATTEST:**

61 _____
62 Gregory Sampson, Jr., Councilman
63

64 _____
65 Shelby Pritchett

64 _____
65 Tyjon C. Johnson, Councilman

66 Town Clerk

67 Date: _____



TOWN OF LA PLATA

**305 Queen Anne Street
Post Office Box 2268
La Plata, Maryland 20646**

POLICY

Originating Dept.: Finance Department
Subject: Fund Balance Reserve Policy
Effective Date: July 1, 2026

I Purpose

The purpose of this policy is to establish and maintain adequate fund balance reserves, define appropriate uses for the different categories of fund balances, set target levels, establish guidelines for drawing down the funds, and establish guidelines for replenishing fund balance reserves.

II Policy Statement

The Town of La Plata recognizes that establishing adequate fund balance levels is sound fiscal practice and responsible financial management. Maintaining adequate fund balance levels is an essential component of the Town's overall financial management strategy, a crucial consideration to long-term financial planning, and a key factor in external agencies' measurement of the Town's financial strength.

Fund balance reserves safeguard the Town of La Plata (the Town) from fiscal and operational risks. For example, the Town faces economic risk from revenue shortfalls during economic downturns and losses from extreme events, like tornados and infrastructure failures. Reserves allow the Town of La Plata Council (the Council) the flexibility to respond quickly and decisively to such events. Reserves are not to be used for normal operational expenditures.

Components of fund balance will provide taxpayers with an explanation of why financial resources have been set aside and the conditions under which they will be expended. This policy will be reviewed periodically as conditions change to reflect the Town's financial objectives accurately and at least every four years.

III Definitions

"Components of Fund Balance" are identified by Governmental Accounting Standards Board (GASB) statement No.54, "Fund Balance Reporting and Governmental Fund Type Definitions." This statement aims to enhance the value of fund balance information by ensuring all fund balances are fully defined and explained:

- Nonspendable - resources that cannot be spent because of their form or legally or contractually must be maintained, such as inventory or prepaid items.
- Restricted - resources subject to externally enforceable legal or contractual constraints imposed by grantors, creditors, laws, or regulations and may only be used for the specified purpose.
- Committed - resources constrained by limitations the government imposes upon itself by the Council.
- Assigned - resources the Town intends to use for specific purposes that are not restricted or formally committed.
- Unassigned - resources that are not classified as nonspendable, restricted, committed, or assigned.

Fund balance reserve targets or required levels are set as a percentage of General Fund operating expenditures (excluding capital outlay and debt service).

IV Applicability

This policy shall apply to the General Fund. The General Fund is singled out because it contains the bulk of monies appropriated for general government operations.

V Compliance

The Town Manager and the Town Treasurer shall annually prepare a report documenting the status of the fund balance reserves relative to this policy and present it to the Council in conjunction with the development of the annual budget. The report should disclose excess committed and unassigned funds available. The Town Manager and Town Treasurer shall make recommendations for the use of said funds, which will be reviewed by the Finance Committee and presented to the Council.

VI General Provisions

The General Fund (GF) shall maintain and utilize the following fund balance components:

1. Committed Fund Balance for Emergencies, Disasters and Infrastructure Failures - (Emergency Reserve Fund)

Purpose and Target Balance: The Town shall maintain an Emergency Reserve Fund used to ensure the maintenance of services to the public during non-routine and unforeseen disaster situations. The Emergency Reserve Fund will have a target fund balance of 12% of annual GF operating expenditures (excluding capital outlays and debt service).

Uses and Drawdown Guidelines: Qualifying uses include, but are not limited to, weather-related events, environmental or other natural disasters, or infrastructure failures that cause disruptions in public services as declared appropriate by the Council. Upon the occurrence of a significant event, the Town Manager shall prepare expenditure estimates, and present them to the Town Council for authorization.

Replenishment Guidelines: Any funds provided to the Town by other government agencies as reimbursement for the expenditures related to an emergency where emergency reserve funds were used will be placed in the Emergency Reserve Fund. If such payments are not sufficient to restore the fund balance to target levels, the Town Manager and the Town Treasurer shall prepare a plan to replenish the fund balance to targeted levels and present it to the Council for consideration. Table 1 provides allocation guidelines.

Table 1: Emergency Reserve Guidelines

When Annual Revenue Increases by	2%	4%	7%	11%
Dedicated to Annual Expenditure Increases	2%	3%	4%	5%
Dedicated to Replenishing Reserve Balance	0%	1%	3%	6%

2. Committed Fund Balance for Revenue Declines due to Economic Downturns - (Economic Downturn Reserve Fund).

Purpose and Target Balance: The Town's Economic Downturn Reserve Fund is intended to provide liquidity and the ability to continue the provision of services and Town operations during periods of significant revenue declines. The Economic Downturn Reserve Fund's target shall be 15% of budgeted GF annual operating expenditures.

Uses and Drawdown Guidelines: The Economic Downturn Reserve Fund shall not be used to offset permanent reductions in revenue components or short-term, small decreases. When the Town experiences a significantly longer-term revenue reduction lasting over three

months, the Town Manager and the Town Treasurer shall prepare a plan combining expense reduction (without compromising critical and essential needs) and reserve drawdowns for the Council for approval. Table 2 provides guidelines to be used in combining the use of expense reductions and drawdown amounts.

Table 2: Economic Downturn Reserve Fund Guidelines

When Annual Revenue Decreases by	2%	6%	10%	15%
Reduce Annual Expenditures by, and	2%	4%	5%	5%
Drawdown Reserve by	0%	2%	5%	10%

Replenishment Guidelines: When the economic downturn has ended and revenues are expected to increase, the Town Manager and the Town Treasurer shall prepare a plan to replenish the Economic Downturn Reserve Fund balance to targeted reserve levels and present it to the Council. This replenishment plan shall allocate a portion of projected general fund revenue increases, if any, in the next budget year and successive years until the target fund balance reserve is reached. Table 3 provides guidelines for the allocation based upon the level of projected revenue increase.

Table 3: Replenishment Guidelines

When Annual Revenue Increases by	2%	4%	7%	11%
Dedicated to Annual Expenditure Increases	2%	3%	4%	5%
Dedicated to Replenishing Reserve Balance	0%	1%	3%	6%

3. Assigned Fund Balance for Capital - (Building and Vehicle and Equipment Replacement)

Purpose, Use and Target Balance: The Town shall maintain a Capital Reserve Fund in which funds are reserved for future financing for capital outlays, including the acquisition or construction of capital facilities and other capital assets. This reserve is not intended to replace long-term capital planning. These reserves may also be used for financing, debt issuance costs, or grant matching for capital outlays. There is no specific established target amount for the Capital Reserve Fund. The reserve balance will be set annually by the Council as part of the budget process.

4. Assigned Fund Balance for Technology

Purpose and Target Balance: The Town shall maintain a Technology Reserve Fund to support the replacement of critical technology assets, support modernization initiatives that improve efficiency, cybersecurity, service delivery, and compliance, and reduce operational risk related to system failure, cybersecurity vulnerabilities, or outdated equipment. This fund is not to be used for normal operating costs such as upgrades that should be budgeted. The Technology Reserve Fund will have a target fund balance of 20% of annual operating expenditures for Information Technology and will be replenished to maintain these criteria at year-end fund balance roll forward.

Uses and Drawdown Guidelines: Qualifying uses may include, but are not limited to, replacement of end-of-life hardware (computers, servers, switches, routers, mobile devices); software upgrades, license transitions, or major system replacements (financial software, permit systems, public safety systems); cybersecurity improvements or emergency security response needs; costs associated with data backup, disaster recovery, or cloud migration; professional services for major technology projects (implementation, configuration, integration); and unanticipated technology failures that cannot be absorbed within the annual operating budget. The Town Manager shall prepare an estimate of the expenditures necessary to address the use and present it to the Council for authorization.

5. Contingency Reserve Fund Balance

Purpose, Use and Target Balance: The Town shall maintain a Contingency Reserve Fund to cover unexpected costs, time overruns for specific, identified risks within a project or a specific operational budget that were not specifically allocated in the adopted budget. This reserve fund is separate from the Emergency Reserve Fund. Use of the Contingency Reserve Fund requires approval from the Council. This reserve shall be maintained to equal to no less than two (2) months of regular general fund operating expenditures (approximately 16% of annual operating expenditures) which is consistent with Government Finance Officers Association (GFOA) best practices. This will be maintained with a year-end fund balance roll forward to meet the criteria for the current fiscal year.

6. Unassigned Fund Balance

Purpose, Use and Target Balance: The Unassigned Fund Balance includes funds not otherwise nonspendable, restricted, committed, or assigned as required by GASB Statement No.54 and represents balances available for appropriation at the discretion of the Council. In preparing the annual budget, the Town Manager and the Town Treasurer will ensure that the Unassigned Fund Balance, at the beginning of each budget year, is at least 5% of budgeted GF operating expenditures. This will provide fiscal cash liquidity, especially

during the first several months of each budget year and is necessary due to the timing of property tax revenue and income tax revenue. The Council, through the budget process, shall determine the use of unassigned funds, generally for the following purposes, listed in order of priority:

- Increase committed fund balances as deemed necessary to reach target levels.
- One-time needs (e.g., capital projects, efficiency improvements, economic development incentives/investments)
- Capital Improvements; and
- Increase Unassigned Fund Balance as deemed necessary.

VII Policy Review

This policy shall be reviewed at least every four years to insure sufficient reserve balances and replenishing targets for the current fiscal position of the Town.

Town of La Plata

Mayor
Jeannine E. James

Council
Paul C. Guttenberg
Patrick McCormick
Gregory Sampson, Jr.
Tyjon C. Johnson



Town Manager
Chuck Stevens

Assistant Town Manager
Michelle D. Miner

Subj: Town Manager's Operational Report

Period Ending: December 31, 2025

Date Prepared: January 7, 2026

I. Town Manager's Update

I am pleased to report that the Town of La Plata concluded the 2025 calendar year with sustained operational stability and a series of significant strategic milestones. Despite the traditional holiday slowdown, our departments remained highly productive, ensuring core service delivery while finalizing several critical planning documents that set a strong foundation for 2026. We enter the new year with a renewed sense of optimism, supported by robust organizational capacity and a clear roadmap for our strategic initiatives.

Strategic Initiatives Update

Staff successfully advanced key Council priorities during December, marking the completion of several foundational phases:

- **Adequate Public Facilities Ordinance (APFO):** A major milestone was achieved on December 4, 2025, with the completion and distribution of the first full draft of the APFO to the Planning Commission and Town Council. A public hearing for Zoning Text Amendment 01-2026 is scheduled for January 6, 2026, keeping this initiative on an aggressive schedule for the new year. A work session on this topic is scheduled for the Town Council on January 13, 2026.
- **Fiscal Impact of Zoning Study:** Demonstrating our commitment to balanced community growth, the Council adopted Resolution 25-34, authorizing a Comprehensive Housing Needs Assessment and Action Plan.
- **Digital Accessibility:** The Town officially launched its cross-functional Digital Accessibility Team with a kickoff meeting on December 16. This team is now actively working toward the federal compliance deadline of April 2027.
- **Tourism Zoning Ordinance:** This ordinance was adopted by the Town Council during the December 9th meeting agenda.

- Infrastructure Investment: The Council authorized several critical utility infrastructure service contracts (Resolutions 25-36, 25-37, and 25-38), ensuring our maintenance and expansion capabilities remain robust for the upcoming construction season.
- Reserve Fund Policy: The draft policy is complete and will be presented to the Town Council during the January 13, 2026, meeting.
- Rules of Procedure: The Town's Special Counsel and Town Staff have conducted multiple comprehensive iterations of review and revision to incorporate Council's desired changes to the Rules of Procedure. These revisions focus on enhancing transparency, formalizing communication protocols, and strengthening procedural clarity throughout the Town's governance processes. Given the Town's current transition from Special Counsel to Town Attorney, staff respectfully recommends deferring action on these revisions until the new Town Attorney is hired and seated, which is anticipated to occur in early 2026. This approach will ensure proper alignment between the governance document and the incoming Town Attorney's independent review and professional input. While substantial work has been completed on these revisions, this transition period presents an optimal opportunity to obtain fresh legal perspective on these important procedural matters before final adoption. This measured, deliberate approach will strengthen the final product and ensure consistency with the Town's evolving legal and governance framework.
- Rules of Conduct: The Town's Special Counsel, in conjunction with the staff, has completed a comprehensive draft Rules of Conduct document that is being prepared for Town Council review. However, consistent with the approach recommended above regarding the Rules of Procedure, staff advises that action on the Rules of Conduct be coordinated with the new Town Attorney following their appointment in early 2026. This coordinated timeline will provide an opportunity for thorough legal review and ensure that both governance documents are properly aligned and consistent with the Town's operational framework and applicable legal requirements.
- Charter Updates: The draft language for the proposed Charter updates has completed legal review with the Town's Special Counsel. Four amendments are under consideration: Article III, Section C3-3 (Salary of Councilmen); Article IV, Section C4-2 (Salary of Mayor); Article V, Section C5-1 (Appointment of Town Manager); and Article IX, Section C9-2 (Town Attorney). This item will be placed on the Town Council agenda on the January 13, 2026, meeting to review the draft language and confirm the Council's direction. At that same meeting, staff will present a comprehensive overview of the procedural requirements, process, and timeline for initiating and completing a Charter amendment under Maryland law. Assuming Town Council is satisfied with the proposed language in the draft Charter amendments, staff will promptly initiate the formal amendment process in accordance with all applicable statutory requirements. The final Charter Amendment: "Resign to Run" is a novel addition to the Charter and will require

drafting by a qualified legal expert. Staff will coordinate this activity with the new Town Attorney once appointed.

II. Departmental Operational Highlights

Human Resources

The Human Resources Department closed the year with a focus on talent management and regulatory compliance.

- **Talent Management:** The department successfully reached a milestone of zero vacancies at Town Hall following the hiring of a Part-Time Administrative Assistant for Finance. Recruitment remains active for Public Works and Police Department vacancies.
- **Turnover and Labor:** The monthly turnover rate for December was 2.25%, well within manageable organizational trends. Total overtime costs for the month were \$52,928.82, reflecting 1,349.38 hours. These figures were influenced by a three-pay-period month due to the New Year's holiday schedule.
- **Administrative and Compliance:** Staff initiated the annual audit of 1099 contractors and completed the review of 1095-C forms for end-of-year compliance.

Public Safety (Police Department)

The Police Department balanced high-impact enforcement with heartwarming community engagement throughout the holiday season.

- **Calls and Incident Volume:** Officers responded to 1,377 calls for service in December. While adult arrests reached their lowest point of the year, officers remained vigilant, generating 70 incident reports.
- **Special Operations:** The Narcotics Task Force reported a significant seizure of 27 kilograms of cocaine and 4 kilograms of fentanyl, with an estimated street value of \$2 million.
- **Community Engagement:** The department celebrated the season through "Shop With a Cop," "Breakfast with Santa," and a "Secret Santa" event for a local child in coordination with the Volunteer Fire Department.
- **Personnel:** Pfc. Ryan Kruger successfully completed his field training and is now a solo sworn officer, while Officer Ryan Vancleaf has begun his field training program following academy graduation.

Legislative Services

The Legislative Services Department provided essential governance support and managed a high volume of transparency-related tasks.

- **Legislation and Governance:** The department facilitated the adoption of six resolutions in December, covering topics from wastewater support services to the Charles County-La Plata Bikeway memorandum of understanding.
- **Public Information Act (PIA) Management:** Staff efficiently managed 13 PIA requests during the month, closing 12 of them by year-end.
- **Professional Development:** The Town Clerk and Director attended training on Maryland flag history and records management to enhance departmental standards.

Planning & Code Enforcement

Despite the season, the Planning Department maintained high output in permitting and project coordination.

- **Development and Permitting:** The Town issued 87 permits in December, including six for new residential detached dwellings.
- **Strategic Planning:** In addition to the APFO draft, staff met with Charles County regarding the library project and conducted productive meetings with developers for the Rosewick Apartments II and Pinegrove projects.
- **Compliance and Inspections:** The Code Enforcement division managed a wide array of activity, including 80 sanitary sewer inspections and the removal of 41 unpermitted signs. Walkthrough inspections for Hawthorne Green were also completed.
- **Stormwater/NPDES:** Work is set to begin shortly on Storm Box and Sidewalk maintenance following Council approval.

Public Works and Utilities

The Public Works team remained proactive in infrastructure maintenance and capital project planning.

- **Sanitation and Parks:** Staff performed 71 container deliveries and completed bulk pickup for 63 residents. Park facilities were maintained for various seasonal rental activities.
- **Water Production and Distribution:** Total water flow for December was 33.25 MG. Crews addressed a major water main break on Rt. 301 and performed critical valve replacements on Garrett Ave and Somerset.
- **Wastewater Treatment (WWTP):** The plant reported an average daily flow of 1.07 MGD. A highlight of the month was a facility tour attended by the Mayor, Council, and Town Manager on December 19.
- **Wastewater Treatment (WWTP):** Crews addressed two major sewer backups over the New Year's Day holiday.

- Capital Projects: Engineering for the Rt. 6 Water Line Upgrade reached the 60% submission phase on December 31.
- AMI/GIS: The AMI system read rate remains stable at 89.84%, and the GIS team developed a new utility review platform to more accurately reposition water and sewer assets on Town maps.

Monthly Treasurer Report

For Fiscal Year 2025 Through November 30, 2025

Bank & Investment Accounts as of November 30, 2025

Checking Account Activity

Balance at 11/01/2025	\$1,750,000.00
Credits	
Cash/Check Deposits	\$656,884.12
Credit Card Trans Deposits	\$786,826.65
Taxes	\$784,096.81
Intra-Gov't & Grants Deposits	\$80,770.55
Other Deposits	\$66,446.07
Interest from MBS	\$52,652.50
Transfer from ICS	\$616,206.24
	<u>\$3,043,882.94</u>
Debits	
Payroll (Salary/Taxes/Benefits)	\$662,789.34
Vendor Check Payments	\$93,517.31
Vendor ACH Payments	\$549,582.80
Other Outflows	\$5,014.00
Returned Payments	\$680.00
Transfer to ICS	\$1,732,299.49
	<u>\$3,043,882.94</u>
Balance at 11/30/2025	\$1,750,000.00

Investment Account Balance

WesBanco Investment Account (ICS)

Balance at 11/01/2025	\$48,953,990.31
In from Checking Account	\$1,732,299.49
Interest	\$167,130.89
Out to Checking Account	-\$616,206.24
Balance at 11/30/2025	\$50,237,214.45

Mult-Bank Securities, Inc.

Money Market	\$252,060.10
Certificates of Deposit	<u>\$9,493,339.40</u>
Balance at 11/30/2025	\$9,745,399.50

PNC MLGIP - General Account

Balance at 11/01/2025	\$4,325,628.81
Interest	<u>\$14,245.73</u>
Balance at 11/30/2025	\$4,339,874.54

PNC MLGIP - Vehicle Repl

Balance at 11/01/2025	\$1,062,274.67
Interest	<u>\$3,498.42</u>
Balance at 11/30/2025	\$1,065,773.09

General Fund Revenue and Expenditure Overview

Budget to Date

	Budget	Actual	% Remaining	\$ Remaining
Revenues	\$16,627,082	\$7,555,604	54.6%	\$9,071,478
Expenditures	\$16,627,082	\$4,231,222	74.6%	\$12,395,860

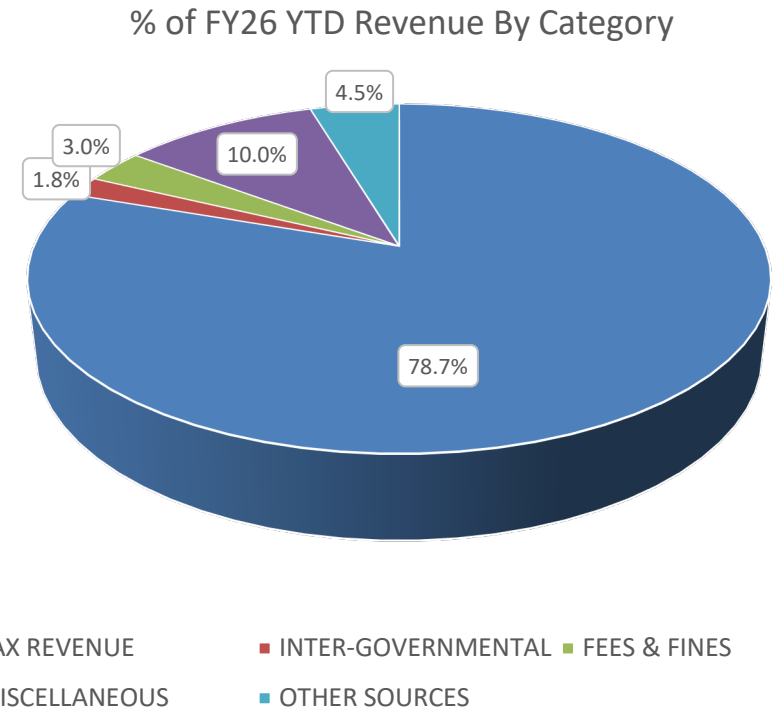
Budget to actual comparison does not include amounts for HGSTD and Inspection passthrough income & costs.

Prior Year Actuals Comparison

	FY 2025	FY 2026	% Variance	\$ Variance
Revenues	\$6,818,771	\$7,555,604	10.8%	\$736,834
Expenditures	\$5,376,208	\$4,231,222	-21.3%	-\$1,144,985

General Fund Revenues Overview

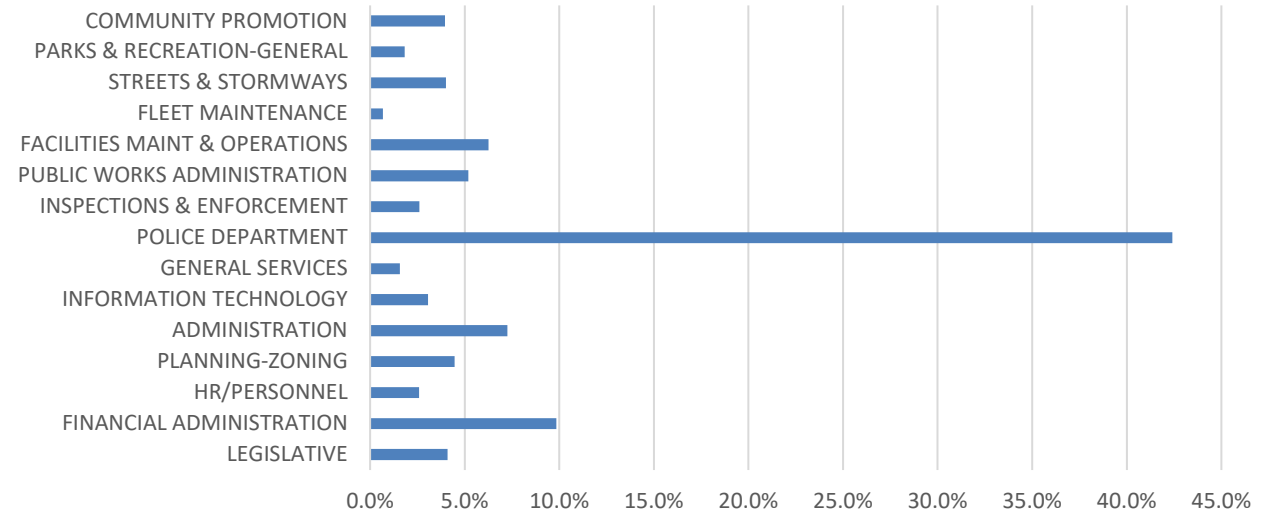
Category	FY2026 Budget	YTD Revenues
TAX REVENUE	\$9,181,705	\$5,948,558
OTHER - PERMITS	\$302,700	\$83,301
INTER-GOVERNMENTAL	\$3,698,272	\$137,738
SERVICE CHARGES	\$59,000	\$60,071
FEES & FINES	\$193,000	\$229,496
MISCELLANEOUS	\$804,454	\$753,424
OTHER SOURCES	\$2,387,951	\$343,016
	<hr/>	<hr/>
	\$16,627,082	\$7,555,604



General Fund Operating Expenditure Overview

Department	FY25 Operating Expenditures	FY26 Operating Expenditures
LEGISLATIVE	\$138,893	\$162,540
ELECTIONS	\$0	\$0
FINANCIAL ADMINISTRATION	\$385,969	\$391,500
HR/PERSONNEL	\$107,805	\$103,107
PLANNING-ZONING	\$168,822	\$177,413
ADMINISTRATION	\$245,526	\$288,726
INFORMATION TECHNOLOGY	\$169,455	\$121,498
GENERAL SERVICES	\$69,095	\$62,573
POLICE DEPARTMENT	\$1,863,320	\$1,685,835
INSPECTIONS & ENFORCEMENT	\$115,683	\$103,828
EMERGENCY PREPAREDNESS	\$5,931	\$6,402
PUBLIC WORKS ADMINISTRATION	\$253,319	\$206,728
FACILITIES MAINT & OPERATIONS	\$178,776	\$248,964
FLEET MAINTENANCE	\$45,587	\$26,900
STREETS & STORMWAYS	\$304,361	\$159,517
PARKS & RECREATION-GENERAL	\$88,123	\$72,409
COMMUNITY PROMOTION	\$132,670	\$157,301
	\$4,273,336	\$3,975,240

FY26 % of Operating Expenditures by Department



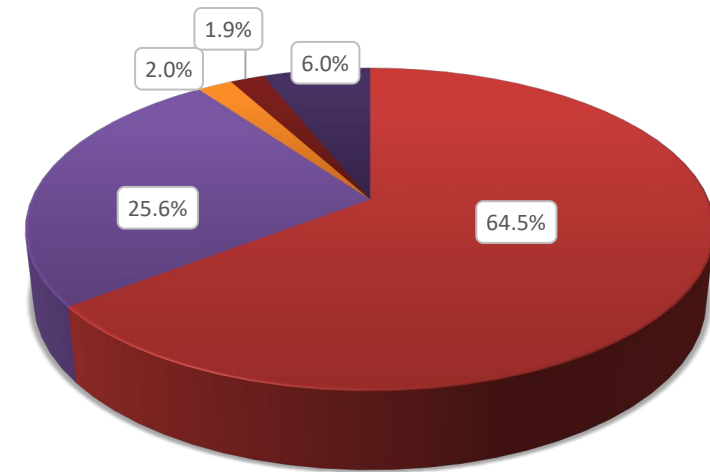
Total Operating Expenditures through November 2025 is 34.8% of FY2026 Budget

General Fund Expenditure Overview (cont.)

Department	FY2026 Capital Budget	YTD Capital Expenditures
PLANNING-ZONING	\$185,000	\$5,896
INFORMATION TECHNOLOGY	\$0	\$11,412
POLICE DEPARTMENT	\$230,000	\$189,190
PUBLIC WORKS ADMINISTRATION	\$115,000	\$0
FACILITIES MAINT & OPERATIONS	\$1,795,825	\$44,780
STREETS & STORMWAYS	\$617,822	\$0
PARKS & RECREATION-GENERAL	\$1,975,845	\$4,704
	<u>\$4,919,492</u>	<u>\$255,982</u>

Category	FY2026 Budget	YTD Expenditures
SALARY & BENEFITS	\$8,361,572	\$2,730,126
CONTRACTING SERVICES	\$2,493,318	\$1,082,147
SUPPLIES & MATERIALS	\$569,763	\$83,191
OTHER EXPENDITURES	\$282,937	\$79,776
CAPITAL OUTLAY	\$4,919,492	\$255,982
	<u>\$16,627,082</u>	<u>\$4,231,222</u>

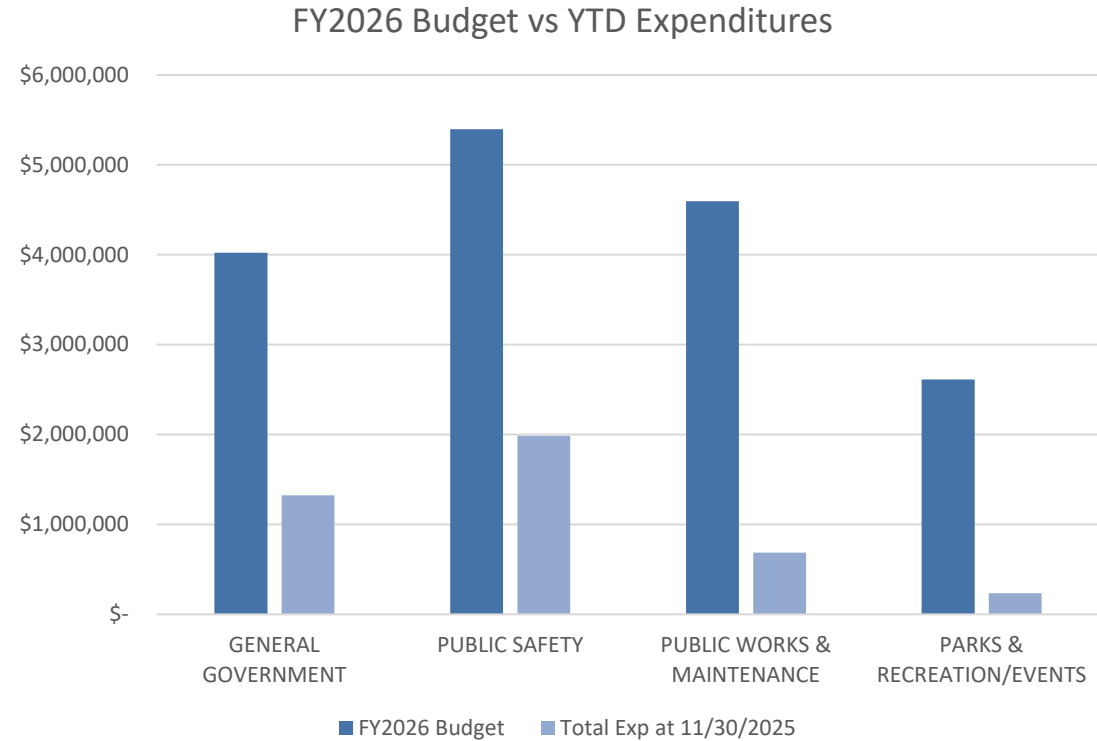
% of Expenditures by Category



- SALARY & BENEFITS
- CONTRACTING SERVICES
- SUPPLIES & MATERIALS
- OTHER EXPENDITURES
- CAPITAL OUTLAY

General Fund FY 2026 Budget vs Actual YTD

Department	FY2026 Budget	Total Exp at 11/30/2025	Budget Remaining	Percent Remaining
LEGISLATIVE	\$486,925	\$162,540	\$324,385	66.6%
FINANCE	\$1,089,825	\$391,500	\$698,325	64.1%
HR/PERSONNEL	\$317,203	\$103,107	\$214,096	67.5%
PLANNING-ZONING	\$920,964	\$183,309	\$737,655	80.1%
ADMINISTRATION	\$701,709	\$288,726	\$412,983	58.9%
INFORMATION TECHNOLOGY	\$345,895	\$132,909	\$212,986	61.6%
GENERAL SERVICES	\$161,858	\$62,573	\$99,285	61.3%
GENERAL GOVERNMENT	\$4,024,379	\$1,324,665	\$2,699,714	67.1%
POLICE	\$5,096,157	\$1,875,025	\$3,221,132	63.2%
INSPECTIONS & ENFORCEMENT	\$289,962	\$103,828	\$186,134	64.2%
EMERGENCY PREPAREDNESS	\$9,180	\$6,402	\$2,778	30.3%
PUBLIC SAFETY	\$5,395,299	\$1,985,255	\$3,410,044	63.2%
PUBLIC WORKS ADMINISTRATION	\$765,994	\$206,728	\$559,266	73.0%
FACILITIES MAINT & OPERATIONS	\$2,229,835	\$293,745	\$1,936,090	86.8%
FLEET MAINTENANCE	\$183,389	\$26,900	\$156,489	85.3%
STREETS & STORMWAYS	\$1,415,810	\$159,517	\$1,256,293	88.7%
PUBLIC WORKS & MAINTENANCE	\$4,595,028	\$686,888	\$3,908,140	85.1%
PARKS & RECREATION-GENERAL	\$2,254,812	\$77,112	\$2,177,700	96.6%
COMMUNITY PROMOTION	\$357,564	\$157,301	\$200,263	56.0%
PARKS & RECREATION/EVENTS	\$2,612,376	\$234,414	\$2,377,962	91.0%
Total General Fund	\$16,627,082	\$4,231,222	\$12,395,860	74.6%



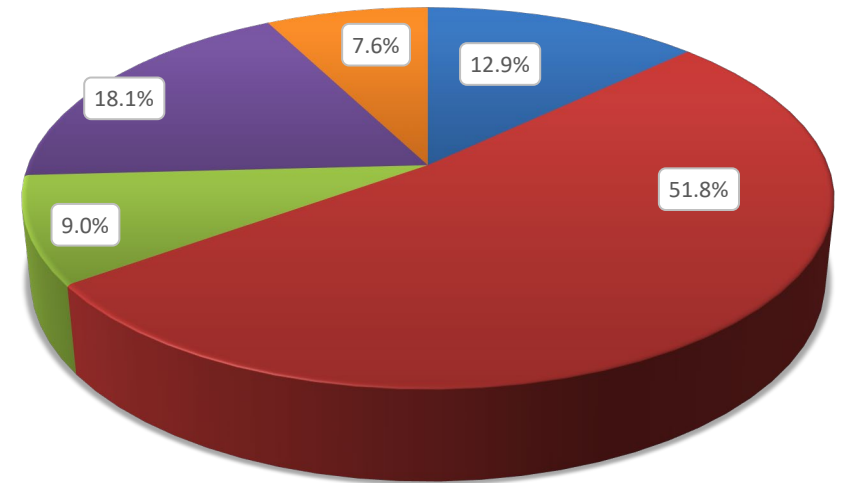
Water Fund Revenue and Expense Overview

Budget to Date

	Budget	Actual	% Remaining
Revenues	\$4,258,992	\$471,970	88.9%

Category	Fiscal Budget	FYD Expense	Budget Remaining
SALARY & BENEFITS	\$385,521	\$84,674	78.0%
CONTRACTING SERVICES	\$673,882	\$340,855	49.4%
SUPPLIES & MATERIALS	\$352,171	\$59,328	83.2%
OTHER EXPENDITURES	\$242,000	\$3,897	98.4%
CAPITAL OUTLAY	\$2,379,200	\$119,107	95.0%
TRANSFERS	\$226,218	\$49,863	78.0%
	<u>\$4,258,992</u>	<u>\$657,724</u>	<u>84.6%</u>

% of YTD Expense by Category



Prior Year Actuals Comparison

	FY 2025	FY 2026	% Variance	\$ Variance
Revenues	\$543,058	\$493,149	-9.2%	-\$49,909
Expenditures	\$554,928	\$657,724	18.5%	\$102,796

- SALARY & BENEFITS
- CONTRACTING SERVICES
- SUPPLIES & MATERIALS
- CAPITAL OUTLAY
- TRANSFERS

Sewer Revenue & Expense Overview

Revenues

Category	Budgeted	YTD Revenues	Budget Remaining
INTAR-GOVERNMENTAL	\$0	\$0	
SERVICE CHARGES	\$4,866,675	\$1,303,337	73.2%
FEES & FINES	\$74,006	\$25,814	65.1%
MAJ FAC FEE REV	\$0	\$174,364	0.0%
MISCELLANEOUS	\$533,956	\$293,744	45.0%
OTHER SOURCES	\$10,799,241	\$7,562,000	30.0%
	<u>\$16,273,878</u>	<u>\$9,359,259</u>	42.5%

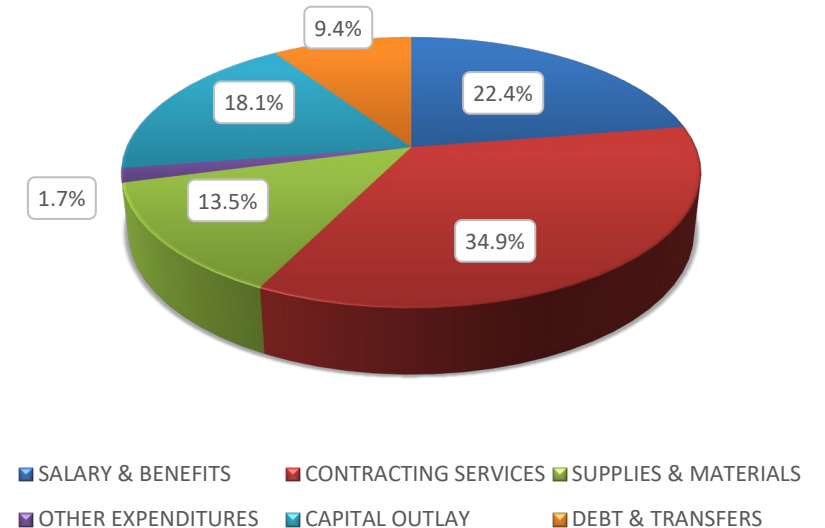
Expense

Category	Fiscal Budget	YTD Expense	Budget Remaining
SALARY & BENEFITS	\$1,225,163	\$382,555	68.8%
CONTRACTING SERVICES	\$1,494,946	\$594,322	60.2%
SUPPLIES & MATERIALS	\$708,108	\$230,480	67.5%
OTHER EXPENDITURES	\$1,194,609	\$28,629	97.6%
CAPITAL OUTLAY	\$10,710,000	\$308,983	97.1%
DEBT & TRANSFERS	\$941,052	\$159,426	83.1%
	<u>\$16,273,878</u>	<u>\$1,704,395</u>	89.5%

Prior Year Actuals Comparison

	FY 2025	FY 2026	% Variance	\$ Variance
Revenues	\$3,397,726	\$9,359,259	175.5%	\$5,961,534
Expenditures	\$1,685,794	\$1,704,395	1.1%	\$18,601

% of YTD Expense by Category



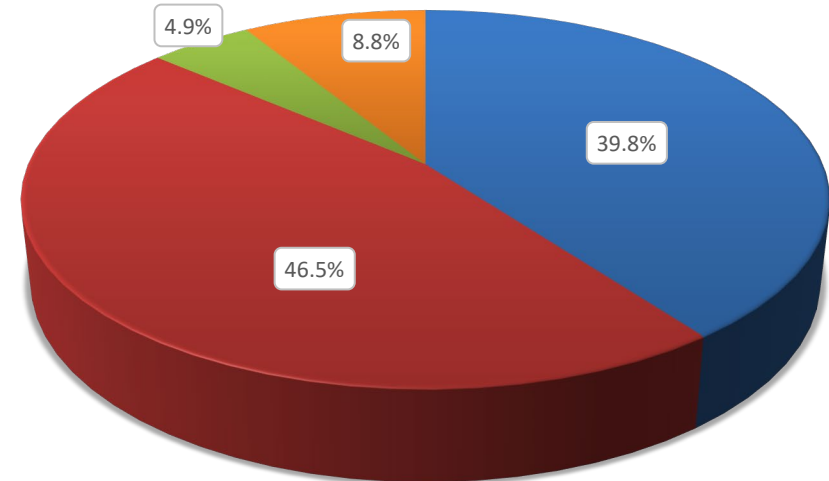
Sanitation Fund Revenue and Expense Overview

Budget to Date

	Budget	Actual	% Remaining
Revenues	\$2,662,758	\$610,514	77.1%

Category	Fiscal Budget	YTD Expense	Budget Remaining
SALARY & BENEFITS	\$1,015,997	\$316,334	68.9%
CONTRACTING SERVICES	\$907,063	\$369,461	59.3%
SUPPLIES & MATERIALS	\$142,780	\$38,950	72.7%
OTHER EXPENDITURES	\$68,563	\$40	99.9%
CAPITAL OUTLAY	\$250,000	\$0	100.0%
TRANSFERS	\$278,355	\$69,589	75.0%
	<u>\$2,662,758</u>	<u>\$794,375</u>	<u>70.2%</u>

% of Expenditures by Category



Prior Year Actuals Comparison

	FY 2025	FY 2026	% Variance	\$ Variance
Revenues	\$556,400	\$610,514	9.7%	\$54,114
Expense	\$751,256	\$794,375	5.7%	\$43,119

■ SALARY & BENEFITS
 ■ CONTRACTING SERVICES
 ■ SUPPLIES & MATERIALS
 ■ TRANSFERS

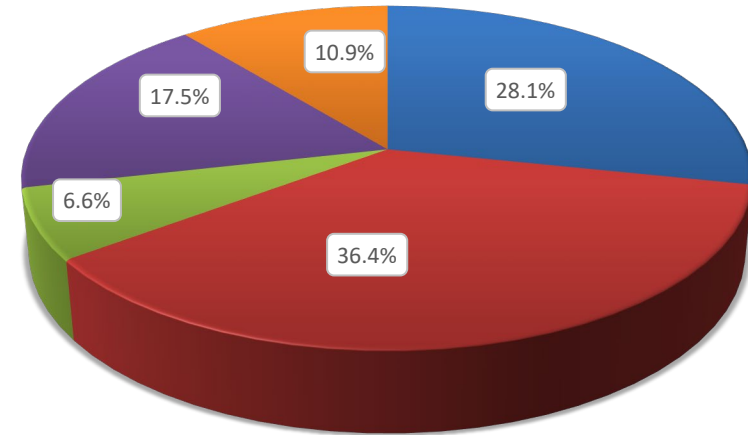
Stormwater Fund Revenue and Expense Overview

Budget to Date

	Budget	Actual	% Remaining
Revenues	\$2,756,047	\$280,398	89.8%

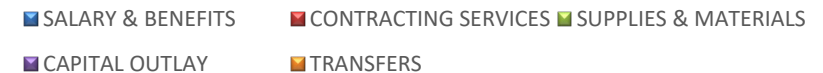
Category	Fiscal Budget	FYD Expense	Budget Remaining
SALARY & BENEFITS	\$245,946	\$68,882	72.0%
CONTRACTING SERVICES	\$136,179	\$89,119	34.6%
SUPPLIES & MATERIALS	\$269,848	\$16,148	94.0%
OTHER EXPENDITURES	\$110,523	\$1,060	99.0%
CAPITAL OUTLAY	\$1,887,000	\$42,898	97.7%
TRANSFERS	\$106,551	\$26,638	75.0%
	<u>\$2,756,047</u>	<u>\$244,746</u>	<u>91.1%</u>

% of YTD Expense by Category



Prior Year Actuals Comparison

	FY 2025	FY 2026	% Variance	\$ Variance
Revenues	\$259,071	\$280,398	8.2%	\$21,327
Expenditures	\$255,006	\$244,746	-4.0%	-\$10,260





Town of La Plata

Vendor History Report By Vendor Name

Posting Date Range -

Payment Date Range 11/01/2025 - 11/30/2025

Description	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Vendor Set 01						
0273 - 4 IMPRINT, INC.	4,239.17	0.00	0.00	0.00	4,239.17	4,239.17
0318 - ACME AUTO LEASING, LLC	895.00	0.00	0.00	0.00	895.00	895.00
1085 - ADVANCE AUTO PARTS	964.26	0.00	0.00	0.00	964.26	964.26
0134 - AMAZON CAPITAL SERVICES, INC.	586.44	0.00	0.00	0.00	586.44	586.44
1677 - AMRIZE MID-ATLANTIC INC.	1,181.25	0.00	0.00	0.00	1,181.25	1,181.25
9821 - APG MEDIA OF SOUTHERN MARYLAND	93.50	0.00	0.00	0.00	93.50	93.50
9978 - AUSTINS DIRTWORKS LLC	20.00	0.00	0.00	0.00	20.00	20.00
0165 - AXON ENTERPRISE, INC.	1,915.21	0.00	0.00	0.00	1,915.21	1,915.21
9741 - BACKYARD AMUSEMENTS, LLC	2,485.30	0.00	0.00	0.00	2,485.30	2,485.30
1496 - BAYSIDE KUBOTA	42.00	0.00	0.00	0.00	42.00	42.00
0739 - BEST WAY, INC.	440.06	0.00	0.00	0.00	440.06	440.06
9487 - BEUCHERT EXCAVATING, INC.	27,281.91	0.00	0.00	0.00	27,281.91	27,281.91
0417 - BJ PROMOTIONS	458.00	0.00	0.00	0.00	458.00	458.00
0420 - BURCH OIL CO., INC.	1,817.70	0.00	0.00	0.00	1,817.70	1,817.70
9810 - CALVERT WOOD RECYCLING LLC	1,384.60	0.00	0.00	0.00	1,384.60	1,384.60
0720 - CareFirst BlueChoice	96,448.21	0.00	0.00	0.00	96,448.21	96,448.21
0961 - CARTER MACHINERY COMPANY, INC.	10.89	0.00	0.00	0.00	10.89	10.89
1405 - CHANEY ENTERPRISES	1,988.81	0.00	0.00	0.00	1,988.81	1,988.81
0801 - CHARLES COUNTY GOVERNMENT	10,724.55	0.00	0.00	0.00	10,724.55	10,724.55
3204 - CHESAPEAKE EMPLOYERS INSURANCE	21,329.00	0.00	0.00	0.00	21,329.00	21,329.00
10023 - Christi Lathrop	101.00	0.00	0.00	0.00	101.00	101.00
0974 - CINTAS CORP #393	2,161.60	0.00	0.00	0.00	2,161.60	2,161.60
0894 - CINTAS CORPORATION	4,305.33	0.00	0.00	0.00	4,305.33	4,305.33
1238 - CLERK OF THE CIRCUIT COURT CC	115.00	0.00	0.00	0.00	115.00	115.00
10030 - Coastal Resources, Inc.	5,607.32	0.00	0.00	0.00	5,607.32	5,607.32
10140 - Colton Simpson	35.00	0.00	0.00	0.00	35.00	35.00
1691 - Combined Insurance Company of America	3,772.44	0.00	0.00	0.00	3,772.44	3,772.44
40000 - Combined Insurance, a CHUBB Company	702.36	0.00	0.00	0.00	702.36	702.36
0966 - COMCAST	210.30	0.00	0.00	0.00	210.30	210.30
0164 - CORE & MAIN	1,514.16	0.00	0.00	0.00	1,514.16	1,514.16
9342 - D&D TIRE CO, INC	2,095.12	0.00	0.00	0.00	2,095.12	2,095.12
1594 - DATAPRISE INC	29,932.46	0.00	0.00	0.00	29,932.46	29,932.46
1614 - DEPT OF PUBLIC SAFETY & CORR	112.00	0.00	0.00	0.00	112.00	112.00
0548 - DFG FACILITIES	7,574.07	0.00	0.00	0.00	7,574.07	7,574.07
0291 - DUFFIELD HAULING, INC.	8,738.29	0.00	0.00	0.00	8,738.29	8,738.29
1201 - FBI - LEEDA	50.00	0.00	0.00	0.00	50.00	50.00
1378 - FLEETPRIDE	181.37	0.00	0.00	0.00	181.37	181.37

Vendor History Report

Posting Date Range -

Description	Amount	Shipping	Tax	Discount	Net	Payment
1686 - FORTILINE, INC.	765.85	0.00	0.00	0.00	765.85	765.85
0514 - FOVNDRY by VAN EPEREN	1,952.50	0.00	0.00	0.00	1,952.50	1,952.50
0498 - GLOBALPAYMENT INTEGRATED	20,760.81	0.00	0.00	0.00	20,760.81	20,760.81
9391 - GRACE LUTHERAN CHURCH & SCHOOL	150.00	0.00	0.00	0.00	150.00	150.00
9813 - GRAINGER, INC	154.14	0.00	0.00	0.00	154.14	154.14
10179 - Hawkins Inc	10,918.93	0.00	0.00	0.00	10,918.93	10,918.93
9888 - HEALTH EQUITY	4,462.02	0.00	0.00	0.00	4,462.02	4,462.02
9360 - HILLS ELECTRIC MOTOR SERVICE, INC.	1,470.53	0.00	0.00	0.00	1,470.53	1,470.53
0425 - HOME LAND ENVIRONMENTAL HEALTH LABS, LLC	416.00	0.00	0.00	0.00	416.00	416.00
9616 - INGERSOLL RAND COMPANY	5,186.51	0.00	0.00	0.00	5,186.51	5,186.51
10187 - Innovative Credit Solutions, Inc	75.00	0.00	0.00	0.00	75.00	75.00
1298 - IRVING HARRIS PHOTOGRAPHY	125.00	0.00	0.00	0.00	125.00	125.00
10025 - Jack Morris	240.00	0.00	0.00	0.00	240.00	240.00
10074 - KARPINKSKI, CORNBROOKS & KARP, P.A.	330.00	0.00	0.00	0.00	330.00	330.00
1119 - LA PLATA COMMUNITY GARDEN CLUB	150.00	0.00	0.00	0.00	150.00	150.00
0551 - LA PLATA HARDWARE	157.65	0.00	0.00	0.00	157.65	157.65
0972 - LA PLATA TIRE CENTER	9,053.30	0.00	0.00	0.00	9,053.30	9,053.30
9244 - LABORATORY CORPORATION OF	448.00	0.00	0.00	0.00	448.00	448.00
0450 - LMW CONSULTING GROUP, LLC	2,250.00	0.00	0.00	0.00	2,250.00	2,250.00
1670 - Martha Tracy	36.00	0.00	0.00	0.00	36.00	36.00
1598 - MARYLAND CHIEFS OF POLICE ASSOC	726.85	0.00	0.00	0.00	726.85	726.85
5014 - MARYLAND MUNICIPAL LEAGUE	300.00	0.00	0.00	0.00	300.00	300.00
1082 - MCCMA	100.00	0.00	0.00	0.00	100.00	100.00
7600 - MCCRONE, INC.	7,400.00	0.00	0.00	0.00	7,400.00	7,400.00
1375 - MELWOOD HORTICULTURAL TRAINING	8,070.17	0.00	0.00	0.00	8,070.17	8,070.17
3200 - Mission Sqare -457- #300535	18,243.33	0.00	0.00	0.00	18,243.33	18,243.33
1631 - Mitchell & Titus, LLP	27,000.00	0.00	0.00	0.00	27,000.00	27,000.00
1688 - MOBILE STEAAM SOLUTIONS, INC.	175.00	0.00	0.00	0.00	175.00	175.00
7406 - ON DUTY SUPPLY, INC	185.48	0.00	0.00	0.00	185.48	185.48
0895 - Paylocity - AP	3,769.38	0.00	0.00	0.00	3,769.38	3,769.38
0945 - Paylocity - PR	509,715.13	0.00	0.00	0.00	509,715.13	509,715.13
1083 - PITNEY BOWES POSTAGE BY PHONE	600.00	0.00	0.00	0.00	600.00	600.00
0118 - PLANCHEK, INC.	31,834.83	0.00	0.00	0.00	31,834.83	31,834.83
1513 - PNC BANK	3,734.30	0.00	0.00	0.00	3,734.30	3,734.30
0515 - PRIVATIZER TECHNOLOGIES LLC	669.00	0.00	0.00	0.00	669.00	669.00
9946 - RE: ONE TIME VENDOR	1,200.00	0.00	0.00	0.00	1,200.00	1,200.00
0416 - RE: PLANNING & ZONING REFUND	2,160.63	0.00	0.00	0.00	2,160.63	2,160.63
0926 - RUDD'S PEST CONTROL	480.00	0.00	0.00	0.00	480.00	480.00
10195 - Sewah Studios, Inc.	1,982.50	0.00	0.00	0.00	1,982.50	1,982.50
1341 - SMECO	39,752.45	0.00	0.00	0.00	39,752.45	39,752.45
7423 - SOUTHERN MARYLAND HYDRAUL, INC.	408.69	0.00	0.00	0.00	408.69	408.69
10101 - Southern Maryland Martial Arts, Inc.	200.00	0.00	0.00	0.00	200.00	200.00
9929 - SOUTHERN MARYLAND RECYCLING, INC.	19,270.00	0.00	0.00	0.00	19,270.00	19,270.00
1264 - STAPLES BUSINESS ADVANTAGE	584.20	0.00	0.00	0.00	584.20	584.20

Vendor History Report

Posting Date Range -

Description	Amount	Shipping	Tax	Discount	Net	Payment
7495 - STATE RETIREMENT & PENSION	40,876.17	0.00	0.00	0.00	40,876.17	40,876.17
0440 - SUPERIOR STRUCTURES	1,810.00	0.00	0.00	0.00	1,810.00	1,810.00
0672 - T & T SWEEPING SERVICE	440.00	0.00	0.00	0.00	440.00	440.00
10086 - Toby Swarey	38.00	0.00	0.00	0.00	38.00	38.00
0885 - TOMMY'S TRUCK SERVICE	6.66	0.00	0.00	0.00	6.66	6.66
10089 - Tony Hamilton	250.00	0.00	0.00	0.00	250.00	250.00
9892 - TRANSAMERICA EMPLOYEE BENEFITS	494.48	0.00	0.00	0.00	494.48	494.48
9270 - UNEMPLOYMENT TAX SERVICE, INC	5,533.54	0.00	0.00	0.00	5,533.54	5,533.54
1515 - USABLUEBOOK	241.73	0.00	0.00	0.00	241.73	241.73
0282 - VERIZON	1,027.64	0.00	0.00	0.00	1,027.64	1,027.64
10122 - Verizon Connect Fleet USA LLC	206.95	0.00	0.00	0.00	206.95	206.95
0268 - VERIZON WIRELESS	5,181.67	0.00	0.00	0.00	5,181.67	5,181.67
1706 - VORTEX INDUSTRIES, LLC	1,723.54	0.00	0.00	0.00	1,723.54	1,723.54
0344 - WASTE MANAGEMENT OF MARYLAND	4,699.49	0.00	0.00	0.00	4,699.49	4,699.49
0877 - WesBanco	5,014.00	0.00	0.00	0.00	5,014.00	5,014.00
9319 - WHEL-TECH INC	4,100.13	0.00	0.00	0.00	4,100.13	4,100.13
0328 - WILLETT DRYWALL	1,000.00	0.00	0.00	0.00	1,000.00	1,000.00
9971 - ZEIGLER CONSTRUCTION, LLC	425.00	0.00	0.00	0.00	425.00	425.00
Vendors: (99) Total 01 - Vendor Set 01:	1,052,246.86	0.00	0.00	0.00	1,052,246.86	1,052,246.86
Vendors: (99) Report Total:	1,052,246.86	0.00	0.00	0.00	1,052,246.86	1,052,246.86