



**TOWN MEETING
February 9, 2023
8:00 PM**

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Consent Agenda**
 - **Approval of Minutes** (Town Meeting – 1/12/23, Work session 1/26/23, Public Hearing 1/25/23)
 - Letter of support for Tropicana Restaurant liquor license
5. **Resident Input** – Public comment period on items not on the agenda. All comments are limited to 3 minutes. Residents are asked to please state name and ward.
6. **Committee Reports**
 - Recreation Council
 - Green Infrastructure Committee
 - Cheverly Day Committee
 - Planning Board
 - Board of Elections
7. **Water Woes Task Force** - Emily Clifton of LID Center will help residents gain a better understanding of the purpose of the task force and provide guidance on how to complete the letter and share their water woes.
8. **2nd Reader of Traffic Monitoring Ordinance 2023-01** - Mayor Munyeneh will read Ordinance 2023-01
9. **Ecosite Contract Renewal** – Director Brayman will present updated contract to renew and continue working with Ecosite.
10. **LIDC Contract Renewal** - Director Brayman will present updated contract to renew and continue working with LIDC.
11. **Town Administrator Report** – Town Administrator will provide a report to the Mayor and Council regarding Town operations and a summary of actions taken.
12. **Police Report** – Chief Miller will give monthly report.
13. **Public Works Report** – Director Brayman will give update on the Department of Public Works.
14. **Review of February work session agenda and future requests** and Town Administrator will offer a forecast of the work session agenda. Mayor will seek Council input on agenda items for consideration for future meetings.
15. **Mayor and Council Announcements** – Opportunity for Mayor and Council to share community happenings and events. The mayor will afford each elected official up to five minutes to speak. Unused time may not be transferred, and formal council business will not be conducted.
16. **Adjourn**



(*) denotes an agenda item requiring action (typically expressed by a vote) of Mayor and Council.

**In addition to general Resident Input, for regular meetings, as part of action items, presentations and discussion items on the agenda, residents seeking to speak will be recognized by the presiding officer. Residents may speak once, for no more than three minutes on each eligible agenda item.*

Please Note: Pursuant to the Annotated Code of Maryland, State Government Article Section 10-508(a), the Council by majority vote may retire to executive or closed session at any time during the meeting. Should the Council retire to executive or closed session; the mayor will announce the reasons and a report will be issued at a future meeting disclosing the reasons for such session.

Topic: Cheverly Town Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84025983118?pwd=cEhsbmU2aEs5MGViaGlnWVh6c1h6UT09>

Webinar ID: 840 2598 3118

Passcode: 213079

Or One tap mobile :

US: +13017158592,,84025983118#

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592



TOWN MEETING
January 12, 2023
8:00 PM

Minutes

Meeting called to order at 8:00 pm

In attendance: Mayor Munyeneh, **Vice Mayor** Fry, **Council Members** Nettles, Watson, McCann, Dalaker, Garces

Town Attorney: Jason Deloach

Staff: Assistant to the Town Administrator -Priscilla Matthews, Public Works Director Steve Brayman, Chief Carl Miller, Town Clerk Giselle Richards,

Pledge of Allegiance

Approval of Agenda

Motion to Approve the Agenda: by CM **Watson** seconded by CM **Dalaker**. Approved unanimously.

Motion to approve the consent agenda made by CM **McCann**. 2nd by CM **Nettles-Simpson**. Approved unanimously.

- Items on the Consent Agenda:
- Approval of Minutes (Town Meeting – 12/08/22)

Committee Reports

- Recreation Council – Barbara P. – retired from the rec council at the age of 85. Chuck Hegeman is now president. Also resigning from town hall utilization committee.
- Chuck Hegeman – First meeting 1/23/23. Inviting residents to attend. Men’s basketball is still Tuesday nights and pickle ball is Tuesday mornings 10am -2pm
- Green Infrastructure Committee – Sheila Salo – Presentation regarding Tributary 4 (Red Maple Run) There will be a stakeholder meeting 1/23/23 6pm via zoom. More information on Friends of Maple Run Facebook group.
- Cheverly Day Committee – CM Watson – Visit www.cheverlyday.com for more information. Target day is either Saturday before or after Oct 1
- Planning Board – CM Fry – WMTA attended Dec meeting regarding development at Metro site, still in need of more members.



- Board of Elections – Robin Kay- Election Day is Monday May 1, 2023. All 6 council seats are up for election. Forms will be sent to town staff soon. Residents are encouraged to check their voter registrations. Register to vote with the State of MD until April 1st. Town registrations open up to and on election day. Public meetings are now on 3rd Mondays of the month via Zoom. Welcome new election judges & supervisors.

Presentation-

Anthony Fairfax with Census Channel LLC presented 2 draft plans for redistricting for the town.

- Redistricting General Overview & Fundamentals
- Redrawing of district boundary lines that usually occur every 10 years, directly after the Decennial Census
 - Why Redraw District Lines?
 - One-person, one-vote
 - Adjusting the boundary lines to equalize the population of the districts.
 - General Demographic Changes
 - Goal is to equally populate the districts within a deviation.
 - District Ideal Population Size
 - Attorney DeLoach and Mr. Galloway have formalized the process so that every 10 years redistricting can be completed in a simple process. For a point of information, after this plan is accepted by the Mayor and Council, we will need to formally adopt the redistricting plan through a formal charter process. We anticipate having the first hearing and public hearing in February.

Motion to move 5801 Arbor St discussion up on the agenda made by CM Nettles. 2nd CM McCann. Approved unanimously.

- ***5801 Arbor Street –**
 - Town administrator asked council to reconsider the vote tonight pending the updated request from Attorney Nate Forman to be reviewed by the Cheverly planning board.
- **Election Resolutions - Mayor Munyeneh read:**
 - R-1-23 Election Clerk Resolution
 - Motion to approve R-1-23 made by CM Nettles. 2nd CM Fry. Approved unanimously.
 - R-2-23 Election Judges Resolution
 - Motion to approve R-2-23 made by CM 2nd by CM Nettles. Approved unanimously.
 - R-3-23 Board of Elections Supervisor
 - Motion to approve R-3-23 made by CM Dalaker. 2nd by CM McCann. Approved unanimously.



Mayor Munyeneh recommended Mr. Carlos

Council will have names for missing judge & supervisor by next work session.

- **Budget Schedule –**
 - Town Administrator presented schedule for FY24 budget meetings.
 - Dates subject to change.
- **Homestead Tax Credit – 2nd reader of Ordinance 2022-07 – Homestead Tax Credit.**
 - Mayor Munyeneh read Ordinance 2022-07 Homestead Tax Credit
- **Traffic Monitoring Ordinance 2023-01 –** Town Administrator and Chief were going to introduce ordinance regarding speed monitoring devices but is pending updates due to error from vendor.
- **Town Administrator Report –**
 - Boyd Park renovation is on delay due to permitting delay.
 - Hospital Hill – There has been illegal dumping which has been reported to the developer and the county.
 - Stream Restoration meeting 1/23/23
 - CDBG Grant – work is being completed on 58th & Monroe. New sidewalks and repairs have been started.
 - We have applied for another grant for more sidewalk repairs.
 - Blood Drive 1/25/23
 - Public Hearing 1/25/23 -Lowering Voting age to 16 yr olds.
 - Town staff held meeting with Boards, Committees & Organizations
 - World Recycling has been cleaned up.
 - Narcan Training for staff/community
- **Police Report –** Chief Miller unavailable to give report.
 - Coffee with the Chief 1/13/23 @ 9:30am
 - CM Garces would like to know where to report illegal dumping happening at Cheverly Station Apartments
 - CM Nettles asked about strong gas smell coming from the sewers.
 - CM Dalaker seeking update for traffic lights at Columbia Park Rd & Cheverly Ave
- **Public Works Report –** Director Brayman
 - Leaf Schedule is up to date.
 - Concrete work that has been done through out town will be followed up with striping and signing.
 - Ealy Building – Delay with DPIE regarding foundation and soils that will take around 4 weeks.
- **Review of January work session agenda and future requests**
 - Redistricting (possible special meeting)
 - Voting for Ordinance 2022-07 Homestead Tax Credit
 - Black History Month Proclamation
 - Gas powered lawn equipment.



- Bike Trail update
- **Mayor and Council Announcements –**
 - **CM Fry** – Thanks to Mrs. Pejokovich for her many years of service to the town. Congratulations to Chuck Hegeman for your new position. Happy Korean American Day tomorrow 1/13/23
 - CM Watson – Thanks to the town staff from resident on Crest Ave
 - CM Garces – Thanks to staff. There is a Cheverly Soccer Club started, next game 1/16/23 2pm-4pm
 - CM Nettles – Happy National Law Enforcement Day Jan 9th. Thanks to Cheverly Village and the local postal carrier.
 - CM Fry – Happy Birthday & Congratulations to CM Marverly Nettles-Simpson
 - Mayor – Thanks to staff. Happy Founders Day to Deltas. Forth Ward Civic Association meetings on 3rd Mondays

Adjourn motion to adjourn at 10:30 pm by CM Fry. 2nd CM Garces. Approved unanimously.



WORKSESSION
January 26, 2023
7:30 PM

Minutes

Call to Order:

Meeting called to order at 7:32 pm via Zoom.

In attendance Mayor Munyeneh, Council Members Nettles, Watson, McCann, Dalaker, Fry Garces

Town Attorney: Jason DeLoach

Staff: Town Administrator – Dylan Galloway, Assistant to Town Administrator -Priscilla Matthews, Public Works Director – Steve Brayman, Town Accountant - Mike Lightfield, Town Clerk – Giselle Richards, Communications Specialist – Tonya Jones

Pledge of Allegiance and Flag:

- 1. Tropicana Restaurant** – Restaurant is pursuing beer and wine license. The owner and Attorney informed the Mayor and Council of their upcoming hearing with the liquor board and requested support from the town.
- 2. Redistricting** - Mr. Fairfax updated Mayor and Council with a recap of the previous meeting and presented an updated plan. Next steps are for Mayor & Council to decide on a plan to proceed with. The council is considering Plan A3.
- 3. Traffic Monitoring Ordinance 2023-01** – Mayor Munyeneh introduced Ordinance 2023-01 and asked Council to complete 3rd reader at another work session to get the process moving forward.
- 4. *3rd Reading of Ordinance 2022-07 Homestead Tax Credit** – Councilmember Nettles-Simpson completed 3rd reader of Ordinance 2022-07. This ordinance adds a new chapter to the town code. The new chapter is Chapter 30.
Motion to adopt Ordinance 2022-07 made by CM Nettles-Simpson. 2nd by CM Dalaker.
Approved unanimously.
- 5. Black History Month Proclamation** – Read by Mayor Munyeneh. The proclamation will be updated to include Ward 1's first black council member and the naming of the first town structure to be named after an African American (New pavilion)
- 6. Gas powered lawn equipment discussion.** – CM Watson communicated the asks of concerned residents.



1. What is the possibility of including funds in the budget to assist with phasing out leaf blowers for the town's public works department?
2. What can we do to incentivize residents to purchase electric vs. gas powered equipment?

CM Dalaker wanted to reiterate that what is being proposed is not a ban on gas powered equipment. What is being proposed is to encourage residents to help to reduce environmental and noise pollution.

7. Bike Trail update- Town Administrator Galloway will provide an update to the Mayor and Council

8. 58th Place and Newton St Update – CM Nettles requested for county to provide a streetlight at this location but they are not willing to proceed because its not on county property. Due to the low lighting, crime is committed here. CM Nettles requests that the town purchase and install a streetlight at this location.

Mayor Munyeneh stated that the town administrator has the authority to purchase and will proceed with the installation. The cost is under the threshold needed for council approval.

9. Town Administrator Update –

- Good news!—the County Historic Preservation Commission is tentatively scheduled to approve forwarding the nomination at their meeting of February 21, 2023.
- Narcan Training is scheduled for Staff and Community for March 30 at 6pm. Watch News and Announcements for how to register.
- Update on Columbia Park Rd, we received a response from the state indicating that they are waiting on a response from the county public works to finalize the stoplight issue.

10. Update by CM Fry & Garces Regarding Cheverly Station Apartments –

11. CM Garces – CM Garces stated that residents are upset that parking spots were taken away on Oak St on their side of the streets.

CM Fry stated that per Cheverly Station Apartments, every resident that is on the lease has the ability to request a parking spot on the apartment parking lot.

CM Garces has met with the new security guards who are now patrolling. Has 10 complaints and is directing them to the new management who has been more responsive and being more accountable for repairs/resident concerns.



Flooding and the clean up of it is currently the main issue.

Mayor Munyeneh recommends having another meeting with management to discuss future requests and keeping a good working relationship with them.

12. Review of February Town Meeting Agenda and Future Requests -

- 2nd Reader of Ordinance 2023-01
- Extended Chief's report
- Financial update
- Audit update
- USPS representative to attend meeting.
- Stop sign at 63rd St update.
- Amazon, UPS, and FedEx representatives
- Request for updating of Town Park field -CM Garces
- Request for updating lighting at Town Park field to allow playing after dusk- CM Fry
- Request to have outreach to the residents of Forest Rd to update them regarding Ely Building construction- CM Dalaker
- Request for new floor for floor in town hall gym – CM Nettles
- Talk to the school board regarding ability to use Hoyer building & field- CM Fry
- Street light at Parkway and Arbor St needs to be updated due to darkness.
- Crestlawn Ave project update from the county- CM Dalaker
-

13. Motion to adjourn at 10:02 pm made by CM Nettles. 2nd by CM McCann

Approved unanimously.



PUBLIC HEARING

January 25, 2023

7:00 PM

Minutes

Call to Order

Meeting called to order at 7:02 pm

In attendance: Mayor Munyeneh, Council Members Nettles, Watson, McCann, Dalaker, and Fry

Staff: Town Clerk – Giselle Richards, Communication Specialist -Tonya Jones

Pledge of Allegiance led by CM Dalaker

Mayor Munyeneh read charter regarding the age of voting.

Resident Input –

- Hugh Fike, Ward 4 - Opposed to lowering the voting age to 16 years old.
- Zora Hennigan, Ward 1 - In favor of lowering the voting age to 16 years old.
- Laila Riazi, Ward 1 - In favor of lowering the voting age to 16 years old.
- Barbara Solt, Ward 2 - Had questions and concerns about lowering the age.
- Carlos Sopiger, Ward 4 - In favor of lowering the voting age to 16 years old.
- Karl Russo, Ward - Opposed to lowering the voting age to 16 years old.
- Kate Keplinger, Ward 4 - In favor of lowering the voting age to 16 years old.
- Cathleen Cooney, Ward 1 – In favor of lowering the voting age to 16 years old.
- Clareen Heikel, Ward 3 - In favor of lowering the voting age to 16 years old.
- Nicholas Kernan, Ward 2 - Opposed to lowering the voting age to 16 years old.
- Chris Reimer, Ward 4 - Opposed to lowering the voting age to 16 years old.
- Karen Dolan, Ward 3 - In favor of lowering the voting age to 16 years old.
- Murry Green, Ward 1 – Opposed to lowering the voting age to 16 years old.
- Sophia Eldridge, Ward 3 - In favor of lowering the voting age to 16 years old.
- Nicole Bryner, Ward 3 - In favor of lowering the voting age to 16 years old.
- Margaret McDonald, Ward 1 – In favor of lowering the voting age to 16 years old.
- Lauren Ardinger, Ward 4 - Opposed to lowering the voting age to 16 years old.
- Ruth Briggers, Ward 3 - In favor of lowering the voting age to 16 years old.
- Norman Osliek, Ward 3- In favor of lowering the voting age to 16 years old.
- Jennifer Porcari, Ward 1 - In favor of lowering the voting age to 16 years old.
- Michael Clauser, Ward 2 – Opposed to lowering the voting age to 16 years old.
- Tammie Nelson, Ward 2 - In favor of lowering the voting age to 16 years old.

- Johnny Merino, Ward 4 – Unsure if 16 years old is the right age but not opposed to lowering the age.
 - Fred Price, Ward 4 – Unsure. Would like the question to go to referendum.
 - RJ Eldridge, Ward 3 - In favor of lowering the voting age to 16 years old.
 - Sarah Porcari, Ward 1 - In favor of lowering the voting age to 16 years old.
 - Caroline Bridgers, Ward 3 – Had questions regarding who can vote in Cheverly.
-
- CM Nettles, Commends Cheverly Youth Council for bringing this topic to the attention of the council. Hoping that this will be brought about as a referendum for this upcoming election. In favor of lowering the voting age to 16 years old.
 - CM Dalaker, Thanks to everyone who came to speak. Especially Ms. Zora Hennigan for bring this topic up. In favor of lowering the voting age to 16 years old.
 - Mayor Munyeneh, It’s incredible that Ms. Hennigan was able to bring so many people to discuss this topic. While I’m in favor of lowering the voting age to 16 years old, I do hear the concerns that were brought up tonight. Being the first black mayor of Cheverly, I am concerned that there are no minorities here saying that they want to vote. Thank everyone who came out to engage.

Adjourn: by CM Nettles at 8:26 pm, seconded by CM Dalaker. Approved anonymously.

**TOWN OF CHEVERLY
ORDINANCE No.: 2023-01**

AN ORDINANCE OF THE MAYOR AND COUNCIL AMENDING CHAPTER 27 “VEHICLES AND TRAFFIC” OF THE TOWN CODE BY REPEALING, REENACTING AND AMENDING §27-2, “SPEED LIMITS AND SPEED MONITORING” TO AUTHORIZE THE PLACEMENT OF SPEED CAMERAS IN THE TOWN ON HIGHWAYS IN RESIDENTIAL DISTRICTS WITH A MAXIMUM POSTED SPEED LIMIT OF 35 MILES PER HOUR

WHEREAS, The Local Government Article of the Maryland Annotated Code, §5-202, grants to municipal corporations of the State of Maryland, including the Town of Cheverly, the power to protect the health, comfort and convenience of their citizens; and

WHEREAS, the Mayor and Town Council has previously passed an ordinance pursuant to §21-809 of the Transportation Article to enable automated speed monitoring systems; and

WHEREAS, §21-809 was amended by the General Assembly to authorize municipalities in Prince George’s County to place speed cameras on highways in residential districts with a maximum posted speed limit of 35 miles per hour; and

WHEREAS, the Mayor and Town Council have determined this expanded authority will promote the health, safety and welfare of its citizens..

NOW, THEREFORE, BE IT ORDAINED and ENACTED by the Mayor and Town Council, in regular session assembled, that Section 27-2 of the Cheverly Code be repealed and reenacted with amendments as follows:

Sec. 27-2. - Speed limits and speed monitoring devices.

- a) Speed limits. No person shall drive a vehicle upon a highway, street or roadway within the corporate limits of the Town of Cheverly at a greater speed than is reasonable and prudent, having due regard to the traffic surface and width of the highway, and hazards at intersections and any other condition then existing. The speed of any vehicle on any highway, street or roadway shall not exceed twenty (20) miles per hour, except as may otherwise be indicated by official signs of the Maryland State Motor Vehicle Administration or the Town of Cheverly for the particular district, location or conditions.

b) Speed monitoring systems.

1. A "speed monitoring system," as defined in Maryland law, means a device with one (1) or more motor vehicle sensors producing recorded images of motor vehicles traveling at least twelve (12) miles per hour above the posted speed limit.
2. Speed monitoring systems are hereby authorized at locations, determined by the Chief of Police or his/her designee, in school zones OR ON HIGHWAYS IN RESIDENTIAL DISTRICTS WITH A MAXIMUM POSTED SPEED LIMIT OF 35 MILES PER HOUR within the Town, as established under §§ 21-803.1 AND 21-809(b)(1)(vi) of the Transportation Article of the Annotated Code of Maryland.
3. Before activating any [school zone] speed monitoring system(s) at any location where such a system had not been previously moved or placed, the town shall:
 - a. Publish notice of the location(s) of the speed monitoring system(s) on the Town website and in a newspaper of general circulation within the Town; and
 - b. Ensure that each sign that designates a school zone or RESIDENTIAL DISTRICT HAS in close proximity to it a sign that indicates that speed monitoring systems are in use in the school zone or RESIDENTIAL DISTRICT and that the signage is in accordance with the manual and the specifications for a uniform system of traffic control devices adopted by the State Highway Administration.
4. [~~The school zone~~] A speed monitoring system may operate IN A SCHOOL ZONE Monday through Friday between 6:00 a.m. and 8:00 p.m., OR ON A HIGHWAY IN A RESIDENTIAL DISTRICT WITH A MAXIMUM POSTED SPEED LIMIT OF 35 MILES PER HOUR MAY BE OPERATED 24 HOURS PER DAY, SEVEN DAYS PER WEEK.
5. For a period of at least fifteen (15) days after ANY speed monitoring system is placed in the Town AND THE SIGNAGE AS REQUIRED BY §21-809 of the Transportation Article are in place, a violation recorded by any speed monitoring system in the Town shall be enforced only by the issuance of a warning.
6. The speed monitoring system in the Town shall be conducted in compliance with all applicable provisions of the Maryland Vehicle Law.
7. The areas in Town of Cheverly within one-half (1/2) mile of the schools listed below shall be school zones:

Gladys Noon Spellman Elementary, 3324 64th Avenue;
Judith P. Hoyer Early Learning Center, 2300 Bellview Avenue;
St. Ambrose School, 6310 Jason Street;
Bladensburg High School, 4200 57th Avenue, Bladensburg, Maryland;
Fairmount Heights High School, 1410 Nye Street, Capitol Heights, Maryland.

8. The town shall name an employee as a program administrator to oversee the contract with the speed monitoring system contractor and shall also name another town employee who has not been involved in monitoring system citations, to investigate and respond to questions or concerns about the town's speed monitoring systems as outlined in §21-809(b)(1)(ix) of the Transportation Article.

9. THE MAYOR AND TOWN COUNCIL IS HEREBY AUTHORIZED TO DESIGNATE SCHOOL SPEED ENFORCEMENT ZONES AND RESIDENTIAL DISTRICT HIGHWAY SPEED ENFORCEMENT ZONES CONSISTENT WITH THIS SECTION BY RESOLUTION.

AND BE IT FURTHER ORDAINED that if any provision of this Ordinance or the application thereof to any person or circumstance is held invalid for any reason, such invalidity shall not affect the other provisions or any other applications of the Ordinance which can be given effect without the invalid provision or applications, and to this end, all the provisions of this Ordinance are hereby declared to be severable.

AND BE IT FURTHER ORDAINED that this Ordinance shall take effect thirty (30) days from the date of its adoption; provided, however that a fair summary of the Ordinance is published at least once in a newspaper of general circulation in the Town of Cheverly, and a complete copy of the ordinance shall be available for public inspection at the office of the Town Clerk.

INTRODUCED by the Town Council of the Town of Cheverly, Maryland, at a regular public meeting on January 26, 2023.

ADOPTED by the Town Council of the Town of Cheverly, Maryland, at a regular public meeting on _____, 2023.

ADOPTED: _____

Attest: _____

Kaycee Munyeneh
Mayor

Marverly Nettles
Councilmember

Joseph Dalaker
Councilmember

Micah Watson
Councilmember

Charly Garces
Councilmember

Ted McCann
Councilmember

Amy Fry
Councilmember

Asterisks * * * * Indicate matter remaining unchanged in existing law but not set forth in Ordinance.

CAPS indicate additions.

~~[Brackets]~~ indicate matter deleted from the law.

~~[Brackets]~~ indicate matter deleted in amendment.

ENGINEERING CONSULTANT AGREEMENT

THIS ENGINEERING CONSULTANTS AGREEMENT (the “Agreement”) is effective this ____ day of _____ 2023, by and between the MAYOR AND TOWN COUNCIL OF CHEVERLY (the “Town”), a municipal corporation of the State of Maryland, and ECOSITE, INC., hereinafter referred to as “Consultant.

WHEREAS, Consultant desires to continue to provide to the Town engineering services on an as requested basis; and

WHEREAS, the Town desires that Consultant continue to provide such services; and

WHEREAS, the Mayor and Town Council have determined that it is in the best interest of the Town and for the good government, health and improvement of the Town, and that this is a professional service, and there is not a requirement for competitive bidding to enter into this Agreement with the Consultant for provision of on demand engineering services.

NOW, THEREFORE, in consideration of the forgoing, the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment.** The Town hereby engages Consultant, as an independent professional contractor and not as an agent or employee of the Town, to provide engineering consulting services on an as requested basis and Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

2. **Scope of Services.** Pursuant to the Agreement, the Consultant agrees to furnish all the materials and perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. Consultant services included as part of this Agreement will include, upon request of the Town provision of advisory services with respect to civil and site engineering. All services shall be described in per task scope of work approved by the Town describing the services and a not to exceed cost therefor based on hourly rates stated in this Agreement.

3. **Term.** The term of this Agreement is _____ years from the effective date, The term may be extended by agreement of the Parties. All work shall be performed at the written request of the Town. It is understood by the parties hereto that time is of the essence in the completion of approved services under this contract.

4. **Contract Price.** The Town agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of specific tasks approved by the Town, based on the following hourly rates:

Principal Engineer/ P.E./Project Manager	\$145.60
Sr. Engineer/Scientist	\$ 124.80
Engineer/Scientist	\$ 104.00
CADD/GOS Technician	\$ 72.80
Field Technician	\$ 62.40

The not to exceed contract price for each project or task shall be included in an approved per task scope of work. The parties recognize that a specific project may require the Consultant to retain sub-contractor services. Fees for sub-contractor services must be pre-approved by the Town. All out of pocket expenses by the Consultant, such as postage,

reproduction, diagrams, photographs, blueprinting, courier service, etc., may be billed to the Town as reimbursable expenses, at cost. Consultant must notify the Town prior incurring them if reimbursable costs are expected to exceed \$ 100.00 per task. The Town shall pay Consultant for approved tasks and expense reimbursement on monthly basis subject to receipt and approval of an invoice by the Town. All services related to this Agreement will be provided by the Consultant on an as requested basis as directed by the Town in writing. Such services shall be billed to the Town at the hourly rates referenced herein.

5. **Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

Required affidavits and certifications
Approved task scope of work and not to exceed cost
Certificate(s) of Insurance and additional insured endorsement

6. **Other Payments; Expenses; Taxes.** The Town will not be responsible for any cost or expenses of operation of any kind associated with Consultant's provision of services pursuant to this Agreement, except as set out herein, Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of obligations under this Agreement except as set out herein.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or

State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Consultant, as an independent contractor of the Town, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an independent contractor by any local, state or federal governmental agency, Consultant agrees to indemnify and hold harmless the Town for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

7. **Insurance.** Consultant will purchase and maintain during the entire term of this Agreement, professional errors and omissions insurance, automobile and workers' compensation insurance, if applicable, with limits of not less than those set forth below. On each policy, with the exception of Workers' Compensation, Consultant will name the Mayor and Town Council of Cheverly and any contract partner designated by the Town, as an additional insured and will provide an additional insured endorsement for all coverages except workers compensation and professional errors and omissions.

A. Comprehensive General Liability Insurance

(1) Personal injury liability insurance with a limit of \$2,000,000 each
occurrence/aggregate;

(2) Property damage liability insurance with limits of \$500,000.00 each
occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

B. Automobile Liability Coverage. Automobile insurance for personal injury property damage \$1,000,000.00 each occurrence/aggregate

C. Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance, if applicable. The Town will deduct a predetermined percentage of each payment to any Consultant who has failed to provide a Certificate of Insurance for Workers' Compensation, in order to defray coverage costs of the Town. This percentage is subject to change. The Consultant will be provided notification of any change. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

D. Professional errors and omissions. \$1,000,000.00 each occurrence/aggregate.

Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the Town under this Agreement. The Town shall be provided with thirty days prior notice of changes that would reduce the coverage available. Copies of certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Town prior to beginning work.

Provision of any insurance required herein does not relieve Consultant of any of the responsibilities or obligations assumed by the Consultant in the contract awarded, or for which the Consultant may be liable by law or otherwise. Provision of such insurance is

not intended in any way to waive the Town's immunities or any damage limits applicable to municipal government as provided by law.

8. **Indemnification.** The Consultant shall indemnify and save harmless the Town, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including without limitation attorneys' fees, personal injury, death and property damage, arising directly or indirectly out of the performance of the contract, whether caused by negligent or willful act or omission on the part of the Consultant, its agents, servants, employees and subcontractors. Subject to and without waiving common law and other governmental immunities and the provisions § 5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, the Town shall indemnify and save harmless the Consultant, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including without limitation attorneys' fees, personal injury, death and property damage, arising directly or indirectly out of the performance of the contract, whether caused by the negligent or willful act or omission on the part of the Town, its agents, servants employees and subcontractors.

9. **Licenses, Applicable Laws.** Consultant will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement., All services and materials provided by Consultant shall conform to all applicable laws and regulations.

10. **Materials and Standard of Work.** All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry.

11. **Subcontracting.** The Consultant may not subcontract any work approved under this Agreement without the consent of the Town. If the Consultant wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Consultant is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the Town and the subcontractors.

12. **Accurate Information.** The Consultant certifies that all information provided in response to requests for information is true and correct. Any false or misleading information is grounds for the Town to terminate this Agreement.

13. **Errors in Specifications.** The Consultant shall take no advantage of any error or omission in the specifications. The Town shall make such corrections and interpretations as may be deemed necessary and that decision shall be final

14. **Construction and Legal Effect.** This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

15. **No Assignment.** This Agreement shall not be assigned or transferred by Consultant, whether by operation of law or in any other manner, without prior consent in

writing from the Town. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

16. **Relief.** The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the Town, and further recognizes that in such event monetary damages may be unavailable to the Town. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the Town's entitlement to seek exparte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Town's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

17. **Termination for Default.** Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. In such event, the Town may give notice to the Consultant to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct such default within 24 hours after receipt of notification, the Town may terminate this Agreement. This provision shall not limit the Town in exercising any other rights or remedies it may have.

18. **Termination for Convenience.** The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon

written notice when the Town determines that such termination is in its best interest, The Town will be liable only for labor, materials, goods, services furnished prior to the effective date of such termination.

19. **Notices.** All notices shall be sufficient if delivered in person or ant by certified mail to the parties at the following addresses:

To the Town: Dylan Galloway
Town of Cheverly
6401 Forest Road
Cheverly, MD 20785

To the Consultant: Michael L. Clar, P.E.
Ecosite, Inc
4920 Niagara Road, Ste 311
College Park, MD 20740

20. **Costs.** In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the prevailing party shall be entitled to any and all costs and expenses, including reasonable attorneys' fees.

21. **Enforcement Provisions.** The failure of the Town or Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under the Agreement.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of Maryland, excluding its conflicting of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in Prince George's County,

Maryland, in any action arising out of or relating to this Agreement and waive any other venue to which either party may be entitled by domicile or otherwise.

23. **Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

24. **Materials.**

A. Materials produced under or by reason of this Agreement shall be considered Official Products of Work owned by the Town.

B. Materials independently developed and owned by the Consultant or other authors and third parties, which may be used by Consultant in the fulfillment of this Agreement, remain the property of their authors or owners. Subsequent use of such materials by the Town shall require written permission of the Consultant or other author(s) thereof.

C. Information contained in records that may be given to the Consultant for the review remain the property of the Town and may not duplicated or distributed or otherwise published without its express consent. Material provided to the Consultant for review shall be returned to the Town upon completion of the task.

D. The Consultant understands that information and records provided to or made available about participants and clients or services during the performance of this Agreement are considered confidential and shall not be used for any purpose other than to perform the required services. Regardless of the data format, the Consultant agrees that it,

and any of its employees and sub-contractors, shall not disclose or allow disclosure of only such data or derivatives of it to any third party without the written permission of the Town. Any copies of such records made during performance of this Agreement shall be returned to the Town upon the expiration of the Agreement.

IN WRITTEN WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

MAYOR AND TOWN COUNCIL
OF CHEVERLY

By: _____
Dylan O. Galloway, Town Administrator

WITNESS:

ECOSITE, INC.

By: _____
Michael L. Clar, President

APPROVED AS TO LEGAL SUFFICIENCY:

Jason A. DeLoach
Town Attorney

ENGINEERING CONSULTANT AGREEMENT

THIS ENGINEERING CONSULTANTS AGREEMENT (the “Agreement”) is effective this ____ day of _____ 2023, by and between the MAYOR AND TOWN COUNCIL OF CHEVERLY (the “Town”), a municipal corporation of the State of Maryland, and THE LOW IMPACT DEVELOPMENT CENTER, INC., hereinafter referred to as “Consultant.

WHEREAS, Consultant desires to continue to provide to the Town engineering services on an as requested basis; and

WHEREAS, the Town desires that Consultant continue to provide such services; and

WHEREAS, the Mayor and Town Council have determined that it is in the best interest of the Town and for the good government, health and improvement of the Town, this is a professional service, and there is not a requirement for competitive bidding to enter into this Agreement with the Consultant for provision of on demand engineering services.

NOW, THEREFORE, in consideration of the forgoing, the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment.** The Town hereby engages Consultant, as an independent professional contractor and not as an agent or employee of the Town, to provide engineering consulting services on an as requested basis and Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

2. **Scope of Services.** Pursuant to the Agreement, the Consultant agrees to furnish all the materials and perform all the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. Consultant services included as part of this Agreement will include, upon request of the Town provision of advisory services with respect to civil and site engineering. All services shall be described in per task scope of work approved by the Town describing the services and a not to exceed cost therefor based on hourly rates stated in this Agreement.

3. **Term.** The term of this Agreement is one (1) year from the effective date, The term may be extended by agreement of the Parties. All work shall be performed at the written request of the Town. It is understood by the parties hereto that time is of the essence in the completion of approved services under this contract.

4. **Contract Price.** The Town agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of specific tasks approved by the Town, based on the following hourly rates for new task orders:

Principal Engineer/P.E./Project Manager	\$ 166.40
Sr. Environmental Planner	\$ 152.88
Sr. Civil/Environmental Engineer	\$ 130.00
Engineer/Landscape Architect	\$ 104.00
GIS Technician/Designer	\$ 72.80

For the 2022 open Water Woes Ongoing Support Task Order #6, not to exceed \$88,549.00, will continue to be billed and paid at the previously established rates per the prior agreement and listed below:

Principal Engineer/P.E./Project Manager	\$ 160.00
Sr. Environmental Planner	\$ 147.00

Sr. Civil/Environmental Engineer	\$ 125.00
Engineer/Landscape Architect	\$ 100.00
GIS Technician/Designer	\$ 70.00

The not to exceed contract price for each project or task shall be included in an approved per task scope of work. The parties recognize that a specific project may require the Consultant to retain sub-contractor services. Fees for sub-contractor services must be pre-approved by the Town. All out of pocket expenses by the Consultant, such as postage, reproduction, diagrams, photographs, blueprinting, courier service, etc., may be billed to the Town as reimbursable expenses, at cost. Consultant must notify the Town prior incurring them if reimbursable costs are expected to exceed \$ 100.00 per task. The Town shall pay Consultant for approved tasks and expense reimbursement on monthly basis subject to receipt and approval of an invoice by the Town. All services related to this Agreement will be provided by the Consultant on an as requested basis as directed by the Town in writing. Such services shall be billed to the Town at the hourly rates referenced herein.

5. **Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

- Required affidavits and certifications
- Approved task scope of work and not to exceed cost
- Certificate(s) of Insurance and additional insured endorsement

6. **Other Payments; Expenses; Taxes.** The Town will not be responsible for any cost or expenses of operation of any kind associated with Consultant's provision of services pursuant to this Agreement. Except as set out herein, Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the

services to be rendered hereunder except as set out herein. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of obligations under this Agreement except as set out herein.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Consultant, as an independent contractor of the Town, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an independent contractor by any local, state or federal governmental agency, Consultant agrees to indemnify and hold harmless the Town for any and all fees, costs and expenses, including, but not limited to, attorney's fees incurred thereby.

7. **Insurance.** Consultant will purchase and maintain during the entire term of this Agreement, professional errors and omissions insurance, automobile, and workers' compensation insurance, if applicable, with limits of not less than those set forth below. On each policy, with the exception of Workers' Compensation, Consultant will name the Mayor and Town Council of Cheverly and any contract partner designated by the Town, as an additional insured and will provide an additional insured endorsement for all coverages except workers compensation and professional errors and omissions.

A. Comprehensive General Liability Insurance

(1) Personal injury liability insurance with a limit of \$2,000,000 each occurrence/aggregate.

(2) Property damage liability insurance with limits of \$500,000.00 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

B. Automobile Liability Coverage. Automobile insurance for personal injury property damage \$1,000,000.00 each occurrence/aggregate

C. Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance, if applicable. The Town will deduct a predetermined percentage of each payment to any Consultant who has failed to provide a Certificate of Insurance for Workers' Compensation, in order to defray coverage costs of the Town. This percentage is subject to change. The Consultant will be provided notification of any change. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

D. Professional errors and omissions. \$1,000,000.00 each occurrence/aggregate.

Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the Town under this Agreement. The Town shall be provided with thirty days prior notice of changes that would reduce the

coverage available. Copies of certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Town prior to beginning work.

Provision of any insurance required herein does not relieve Consultant of any of the responsibilities or obligations assumed by the Consultant in the contract awarded, or for which the Consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Town's immunities or any damage limits applicable to municipal government as provided by law.

8. **Indemnification.** The Consultant shall indemnify and save harmless the Town, its officers, employees, and agents, from all suits, actions and damages or costs of every kind and description, including without limitation attorney's fees, personal injury, death and property damage, arising directly or indirectly out of the performance of the contract, whether caused by negligent or willful act or omission on the part of the Consultant, its agents, servants, employees and subcontractors. Subject to and without waiving common law and other governmental immunities and the provisions § 5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, the Town shall indemnify and save harmless the Consultant, its offers, employees and agents, from all suits, actions and damages or costs of every kind and description, including without limitation attorney's fees, personal injury, death and property damage, arising directly or indirectly out of the performance of the contract, whether caused by the negligent or willful act or omission on the part of the Town, its agents, servants employees and subcontractors.

9. **Licenses, Applicable Laws.** Consultant will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement., All services and materials provided by Consultant shall conform to all applicable laws and regulations.

10. **Materials and Standard of Work.** All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry.

11. **Subcontracting.** The Consultant may not subcontract any work approved under this Agreement without the written consent of the Town. If the Consultant wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Consultant is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the Town and the subcontractors.

12. **Accurate Information.** The Consultant certifies that all information provided in response to requests for information is true and correct. Any false or misleading information is grounds for the Town to terminate this Agreement.

13. **Errors in Specifications.** The Consultant shall take no advantage of any error or omission in the specifications. The Town shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

14. **Construction and Legal Effect.** This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or

addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

15. **No Assignment.** This Agreement shall not be assigned or transferred by Consultant, whether by operation of law or in any other manner, without prior consent in writing from the Town. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

16. **Relief.** The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the Town, and further recognizes that in such event monetary damages may be unavailable to the Town. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the Town's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Town's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

17. **Termination for Default.** Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. In such event, the Town may give notice to the Consultant to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct such default within 24 hours after receipt of

notification, the Town may terminate this Agreement. This provision shall not limit the Town in exercising any other rights or remedies it may have.

18. **Termination for Convenience.** The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when the Town determines that such termination is in its best interest, The Town will be liable only for labor, materials, goods, services furnished prior to the effective date of such termination.

19. **Notices.** All notices shall be sufficient if delivered in person or ant by certified mail to the parties at the following addresses:

To the Town: Dylan Galloway
Town of Cheverly
6401 Forest Road
Cheverly, MD 20785

To the Consultant: Neil A. Weinstein, P.E., RLA, AICP, ASLA, ASCE, ENV SP
Low Impact Development Center, Inc
5000 Sunnyside Ave, Ste 100
Beltsville, MD 20705

20. **Costs.** In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the prevailing party shall be entitled to any and all costs and expenses, including reasonable attorney's fees.

21. **Enforcement Provisions.** The failure of the Town of Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise or like in the previous contract.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of Maryland, excluding its conflicting of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in Prince George's County, Maryland, in any action arising out of or relating to this Agreement and waive any other venue to which either party may be entitled by domicile or otherwise.

23. **Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

24. **Materials.**

A. Materials produced under or by reason of this Agreement shall be considered Official Products of Work owned by the Town.

B. Materials independently developed and owned by the Consultant or other authors and third parties, which may be used by Consultant in the fulfillment of this Agreement, remain the property of their authors or owners. Subsequent use of such materials by the Town shall require written permission of the Consultant or other author(s) thereof.

C. Information contained in records that may be given to the Consultant for the review remain the property of the Town and may not duplicated or distributed or otherwise published without its express consent. Material provided to the Consultant for review shall be returned to the Town upon completion of the task.

D. The Consultant understands that information and records provided to or made available about participants and clients or services during the performance of this Agreement are considered confidential and shall not be used for any purpose other than to perform the required services. Regardless of the data format, the Consultant agrees that it, and any of its employees and sub-contractors, shall not disclose or allow disclosure of only such data or derivatives of it to any third party without the written permission of the Town. Any copies of such records made during performance of this Agreement shall be returned to the Town upon the expiration of the Agreement.

25. **Counterparts and Right.**

(a) This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no signatory hereto shall be bound until both parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.

(b) The person signing on behalf of each party represents that he or she has the right and power to execute this Agreement.

IN WRITTEN WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

MAYOR AND TOWN COUNCIL
OF CHEVERLY

By: _____
Dylan O. Galloway, Town Administrator

WITNESS:

LOW IMPACT DEVELOPMENT CENTER, INC.

By: _____

APPROVED AS TO LEGAL SUFFICIENCY:

Jason A. DeLoach
Town Attorney