

Council Meeting Agenda – October 19, 2023

VIA ZOOM CONFERENCE CALL AND IN-PERSON

The Council may entertain a motion in open session to enter into a closed session, in accordance with Section 3-305(b) of the Open Meetings Act (Maryland Code, General Provisions Article).

- Call to Order: Alexander
- Opportunity for Council to Hear Residents' Comments: TBD
- Building Permit Public Hearing Regarding Bio-Retention Planter Boxes at 3417 and 3419 Cummings Lane (Page 2)
- Manager's Report: Silliman (Page 9)
- Approve September 21 Meeting Minutes: Alexander (Page 31)
- Approve October 5 Meeting Minutes: Alexander (Page 33)
- Discussion of a forthcoming annual community survey and the creation of an administrative calendar
- Treasurer's Report: Blander (Page 37)
- Committee and Task Force Reports
- Opportunity for Council to Hear Residents' Comments: TBD
- The Council May Entertain a Motion to go into Closed Session
- Adjournment: Alexander

Join Zoom Meeting

<https://us02web.zoom.us/j/88331175094?pwd=OFNvZkFzbnA4coovdWI4KzA1Q2JjUT09>

Meeting ID: 883 3117 5094

Passcode: 525784 One tap mobile: (301) 715-8592



Matthew M. Gordon, Esquire

mgordon@sgrwlaw.com

Direct Dial: 301-634-3150

September 30, 2023

Via Email ron@boltlegal.com

Village of Martin's Additions

c/o Ron Bolt

Bolt Legal

10410 Kensington Parkway, Suite 222

Kensington, MD 20895

RE: Request to Lift Stop Work dated July 26, 2023 regarding ESD Planter Boxes at 3417 and 3419 Cummings Lane, Chevy Chase, MD 20815 (the "Property")

Dear Ron:

On behalf of my client 3419 Cummings Lane LLC (the "Permittee"), please accept this letter as our request to lift the stop work order issued by the Village of Martin's Addition ("VMA") on July 26, 2023. In order to ensure that the Permittee does not incur additional costs and delays that are prejudicial, we respectfully request that VMA review and act on this request promptly as time is of the essence. As described in greater detail below, the Environmental Site Design ("ESD") planter boxes proposed for the Property fully comply with Montgomery County Department of Permitting Services ("DPS") stormwater management standards and do not violate Section 7-402(e) of the VMA Code.

Section 19-21 of the Montgomery County Code defines environmental site design as "[u]sing small-scale stormwater management practices, nonstructural techniques, and better site planning to mimic natural hydrologic runoff characteristics and minimize the impact of development on water resources," and the Maryland Department of Environment's ("MDE") Stormwater Design Manual specifically calls for the use of micro-bioretenment (i.e., planter boxes) to capture and treat runoff from discrete impervious areas by passing it through a filter bed mixture of sand, soil, and organic matter. *See* Chapter 5, MDE's Stormwater Design Manual. An illustrative example of the ESD planter boxes proposed at the Property, when complete following a growing season, is provided below for context:

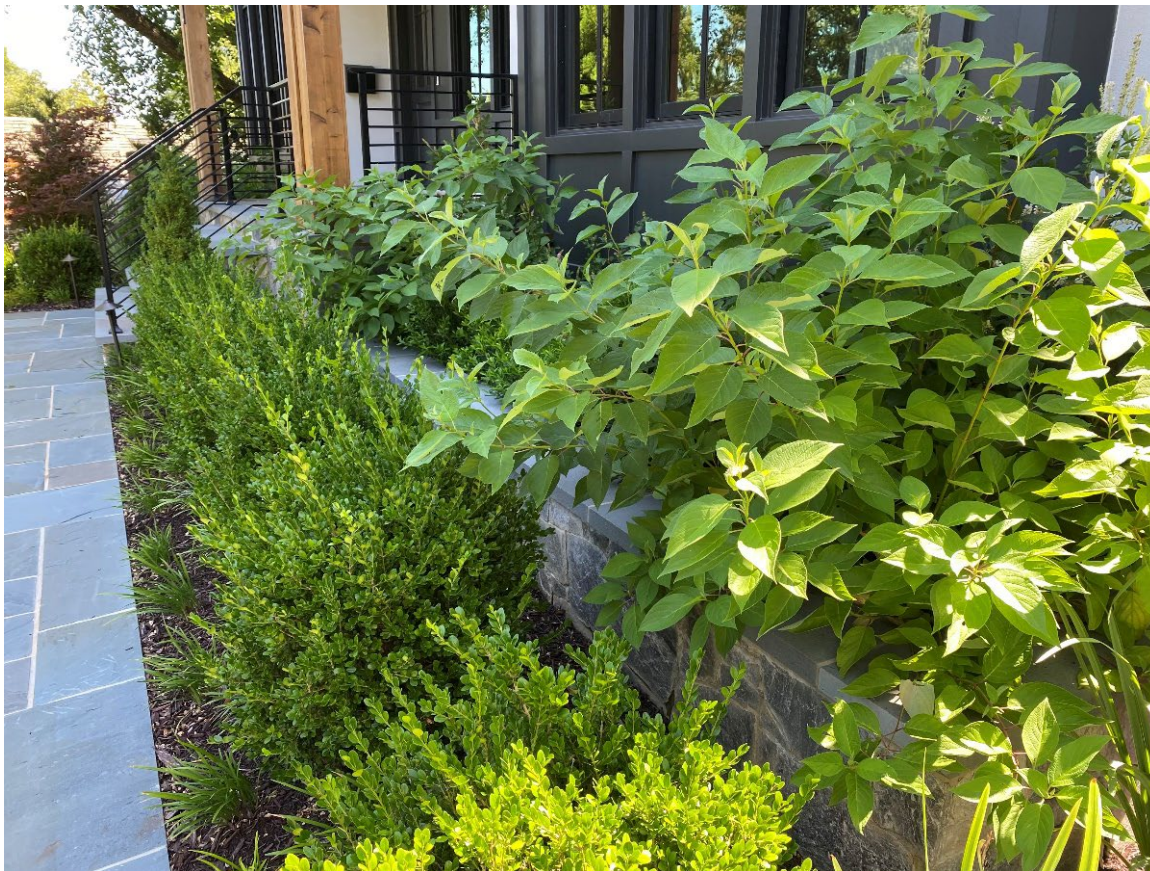
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Selzer Gurvitch Rabin Wertheimer & Polott, P.C.

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As illustrated on the revised Sediment Control permit (#28896) plans that were approved by DPS on September 29, 2023, the ESD planter boxes **will be disconnected from the house foundation at the Property.** These ESD planter boxes are designed, sized and located in a manner that is necessary to satisfy State and County stormwater management requirements administered by DPS. While VMA lacks the authority to regulate stormwater management facilities¹, a plain reading of Sections 7-101(3) and 7-402(e) of the VMA Code overwhelmingly support a finding that the placement of these ESD facilities is fully compliant with VMA's residential building code standards **because they will not project from the principal dwelling unit and are not appurtenances as defined by the VMA Code.**

Section 7-402(e) states that "[e]xcept as otherwise set forth in this Chapter, **no side wall or side projection of any main building** shall be located closer to any side lot line than the following setbacks." (emphasis provided). While the ESD planter boxes were originally connected to the main building being constructed at the Property, the ESD facilities will be disconnected from the

¹ We note that the term storm water is only used two (2) times in the entire VMA Code. Moreover, the VMA Code does not regulate the location or placement of storm water management facilities (ESD facilities or otherwise) under Chapter 7 at all.

principal dwellings being constructed (as illustrated on the revised Sediment Control permit) such that they no longer constitute a side wall or side projection of any main building. Significantly, these ESD planter boxes do not meet the definition of a building or main building under Sections 7-101(3) and (34), which are copied below for ease of reference:

(3) “Building” means a **structure on a lot which has one or more stories and a roof and is designed primarily for the shelter, support or enclosure of persons** or property of any kind. “Building” includes above-grade projections and appurtenances, including, but not limited to, porches, decks, breezeways, steps, stoops, exterior stairways, bay windows, oriel entrances, balconies, vestibules, air conditioners, heat pumps, and generators. “Building” excludes projections and appurtenances that are constructed at or below grade, such as a stairwell or patio.

(34) “Main Building” means a building in which is conducted the principal use of the property on which it is situated. Any dwelling shall be deemed to be a main building on the lot on which it is located.

The ESD planter boxes, which will be disconnected from the main building on the Property, simply do not constitute a building as defined by the VMA Code. As illustrated in the precedent image on the prior page, the ESD planter boxes resemble landscape improvements and function for the sole purpose of treating stormwater management as required by State and County law. These ESD planter boxes are not projections of a main building and cannot be occupied or otherwise characterized in a manner that is similar to the list of appurtenances defined by Section 7-101(3) of the VMA Code (“porches, decks, breezeways, steps, stoops, exterior stairways, bay windows, oriel entrances, balconies, vestibules, air conditioners, heat pumps, and generators”). The ESD planter boxes are unlike any of these examples of appurtenances. The ESD planter boxes further and advance the purpose and application of the VMA residential building standards by minimizing “the flow of storm water from lots by encouraging the maintenance of open spaces and the reduction of impervious surfaces.” See Section 7-401(c) of the VMA Code. To this end, a determination that these ESD planter boxes are in violation of Section 7-402(e) is not only inconsistent with a plain reading of the VMA Code, but inconsistent with the purpose of the VMA Code.

Since the ESD planter boxes are: (i) designed, located, and sized as required by DPS; (ii) will not project from a main building; (iii) and do not constitute appurtenances under the VMA Code, **we respectfully request that July 26, 2023 stop work order be rescinded and lifted immediately.** Timely resolution of this issue is critical for the Permittee so please respond at your earliest opportunity to confirm that the stop work order will be lifted.

September 30, 2023

Request to lift stop work order dated July 26, 2023

Page 4 of 4

Very truly yours,

Selzer, Gurvitch, Rabin, Wertheimer & Polott, P.C.

Matthew M. Gordon

Matthew Gordon

cc: Karen Kuchins
Nick Jacobs
Michael Silliman, Village Manager

GENERAL NOTES

- SURVEY:**
- TOPOGRAPHY BASED ON FIELD RUN TOPO PERFORMED JUNE 2022.
 - NO TITLE REPORT WAS FURNISHED FOR THIS PLAN
- ZONING/SITE:**
- PROPERTY ZONED: R-60
 - PROPOSED USE: SINGLE FAMILY DWELLING
 - ELECTION DISTRICT: 7TH, BETHESDA
 - TAX MAP REFERENCE: HN562
 - WSSC SHEET: 209NW03
 - WATERSHED: LOWER ROCK CREEK, USE I
- DISTURBED AREA:**
- PROJECT TO DISTURB 18,528 SQ.FT. TOTAL (LOT 6-9,296 SF + LOT 7-9,232 SF)
 - CONTRACTOR IS RESPONSIBLE TO ENSURE POSITIVE DRAINAGE AWAY FROM FOUNDATION WALLS. CONTRACTOR IS TO CONTACT P.V.S. IF ANY GRADING QUESTIONS ARISE.
 - PRIOR TO FINAL VEGETATIVE STABILIZATION, ALL DISTURBED AREAS MUST BE TOPSOILED PER MDE TOPSOILING REQUIREMENTS (B-4-2).
- FOREST CONSERVATION:**
- THIS PROJECT IS EXEMPT FROM FOREST CONSERVATION UNDER SECTION 22A-5(c)(2) OF THE MONTGOMERY COUNTY FOREST CONSERVATION LAW. THIS PROJECT IS EXEMPT FROM THE TREE CANOPY LAW AND ROAD SIDE TREE LAW AS REQUIRED BY MONTGOMERY COUNTY BILL'S 35-12 AND 23-13 BECAUSE THE LOTS ARE WITHIN THE VILLAGE OF MARTIN'S ADDITION.
 - CONSULT WITH ARBORIST ON ALL TREES THAT MAY BE AFFECTED BY THE LIMITS OF THE PROPOSED CONSTRUCTION.
- STORMWATER MANAGEMENT:**
- SPLASH BLOCKS TO BE INSTALLED AT ALL DOWN SPOUTS. DOWN SPOUTS ARE TO BE DIRECTED AWAY FROM EXISTING STRUCTURES.
 - CONTRACTOR IS RESPONSIBLE TO ENSURE POSITIVE DRAINAGE AWAY FROM FOUNDATION WALLS. CONTRACTOR IS TO CONTACT P.V.S. IF ANY GRADING QUESTIONS ARISE.
 - WHERE TWO (2) 4" SCH 40 (OR OTHER TYPE) UNDERGROUND DRAINAGE PIPES CONVERGE INCREASE TO 6" SCH 40 (OR OTHER TYPE) UNDERGROUND DRAINAGE PIPES
- UTILITIES:**
- PROJECT UTILIZES PUBLIC WATER AND SEWER.
 - THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN HEREON WERE PLOTTED BY ABOVE GROUND EVIDENCE. POTOMAC VALLEY SURVEYS, LLC MAKES NO GUARANTEES THAT THE UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. EXISTING UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE FIELD VERIFIED BY THE OWNER OR CONTRACTOR BY PERFORMING BORING/TEST PITS TO VERIFY EXACT LOCATION.
 - CONTACT "MISS UTILITY" AT 1-800-257-7777, 48 HOURS PRIOR TO THE START OF EXCAVATION.
- SEDIMENT CONTROL:**
- STABILIZED CONSTRUCTION ENTRANCE SHALL BE INSTALLED PER PLAN OR PER THE DIRECTION OF THE AUTHORIZED M.C.D.P.S. REPRESENTATIVE (INSPECTOR)
 - ALL STAGING AND STOCKPILING MUST BE ON THE LOT AND WITHIN THE LOD
- SOILS:**
- MONTGOMERY COUNTY INTERIM SOIL SURVEY - VOLUME II
 - 2UB - GLENELG-URBAN LAND COMPLEX, 0-8% SLOPES, B SOIL GROUP
 - 2UC - GLENELG-URBAN LAND COMPLEX, 8-15% SLOPES, B SOIL GROUP

UTILITY NOTE:

THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN HEREON WERE PLOTTED BY ABOVE GROUND EVIDENCE. POTOMAC VALLEY SURVEYS, LLC MAKES NO GUARANTEES THAT THE UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. EXISTING UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE FIELD VERIFIED BY THE OWNER OR CONTRACTOR BY PERFORMING BORING/TEST PITS TO VERIFY EXACT LOCATION.

MISS UTILITY:

FOR LOCATION OF UTILITIES, CALL "MISS UTILITY" AT 1-800-257-7777, OR LOG ON TO WWW.MISSUTILITY.HTC 48 HOURS IN ADVANCE OF ANY WORK IN THIS VICINITY. THE EXCAVATOR MUST NOTIFY ALL PUBLIC UTILITY COMPANIES WITH UNDERGROUND FACILITIES IN THE AREA OF THE PROPOSED EXCAVATION AND HAVE THOSE FACILITIES LOCATED BY THE UTILITY COMPANIES PRIOR TO COMMENCING EXCAVATION. THE EXCAVATOR IS RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 36A OF THE MONTGOMERY COUNTY CODE. POTOMAC VALLEY SURVEYS, LLC SUBMITTED A MISS UTILITY DIG REQUEST.

OFF SITE DRAINAGE
D.A.#1
0.15 Ac
6,487 sq.ft.

RELATED REQUIRED PERMITS

IT IS THE RESPONSIBILITY OF PERMITEE/OWNER OF THIS SITE TO OBTAIN ALL REQUIRED PERMITS PRIOR TO ISSUANCE OF THE APPROVED SEDIMENT CONTROL PERMIT

TYPE OF PERMIT	REQD.	NOT REQD.	PERMIT#	EXPIRATION DATE	WORK RESTRICTION DATES
MCDPS Floodplain District		X			
WATERWAYS/WETLAND(S):					
a. Corps of Engineers		X			
b. MDE		X			
c. MDE Water Quality Certification		X			
MDE Dam Safety		X			
* DPS Roadside Trees Protection Plan		X		Approval Date	
N.P.D.E.S. NOTICE OF INTENT		X			Date Filed
FEMA LOMR (Required Post Construction)		X			
OTHERS (Please List)		X			

* A copy of the approved Roadside Tree Protection Plan must be delivered to the sediment control inspector at the pre construction meeting.

DRAINAGE STATEMENT

I understand that DPS approval of this sediment control/stormwater management plan is for demonstrated compliance with required environmental runoff treatment standards. This DPS sediment control/stormwater management plan approval does not relieve me of professional responsibility. I have analyzed the proposed design for sediment control permit no. 288896, and hereby state that, based upon my background, training and experience, I have determined that the proposed improvements shown on this plan meet relevant laws and regulations. I further acknowledge that I have analyzed the post development drainage patterns for this project from the standpoint of my responsibilities under current Maryland Law and have determined that if permission is required from adjacent property owners, it has been obtained and copies of those permissions have been made available to DPS.

Professional Land Surveyor #21136
EXPIRATION/RENEWAL DATE 06-20-24
David P. Mowatt
Printed Name

RECORD DRAWING CERTIFICATION

A record set of approved Sediment Control/Stormwater Management plans must be maintained on-site at all times. In addition to stormwater management items, these plans must include the number and location of all trees proposed to be planted to comply with the Tree Canopy Law. Any approved modifications or deletions of stormwater practices or tree canopy plantings or information must be shown on this record set of plans and on the Tree Canopy Requirements table. Upon completion of the project, this record set of plans, including hereon this signed Record Drawing Certification, must be submitted to the MCDPS Inspector. In addition to this Record Drawing Certification, a formal Stormwater Management As-Built submission [] is required [X] is not required for this project.

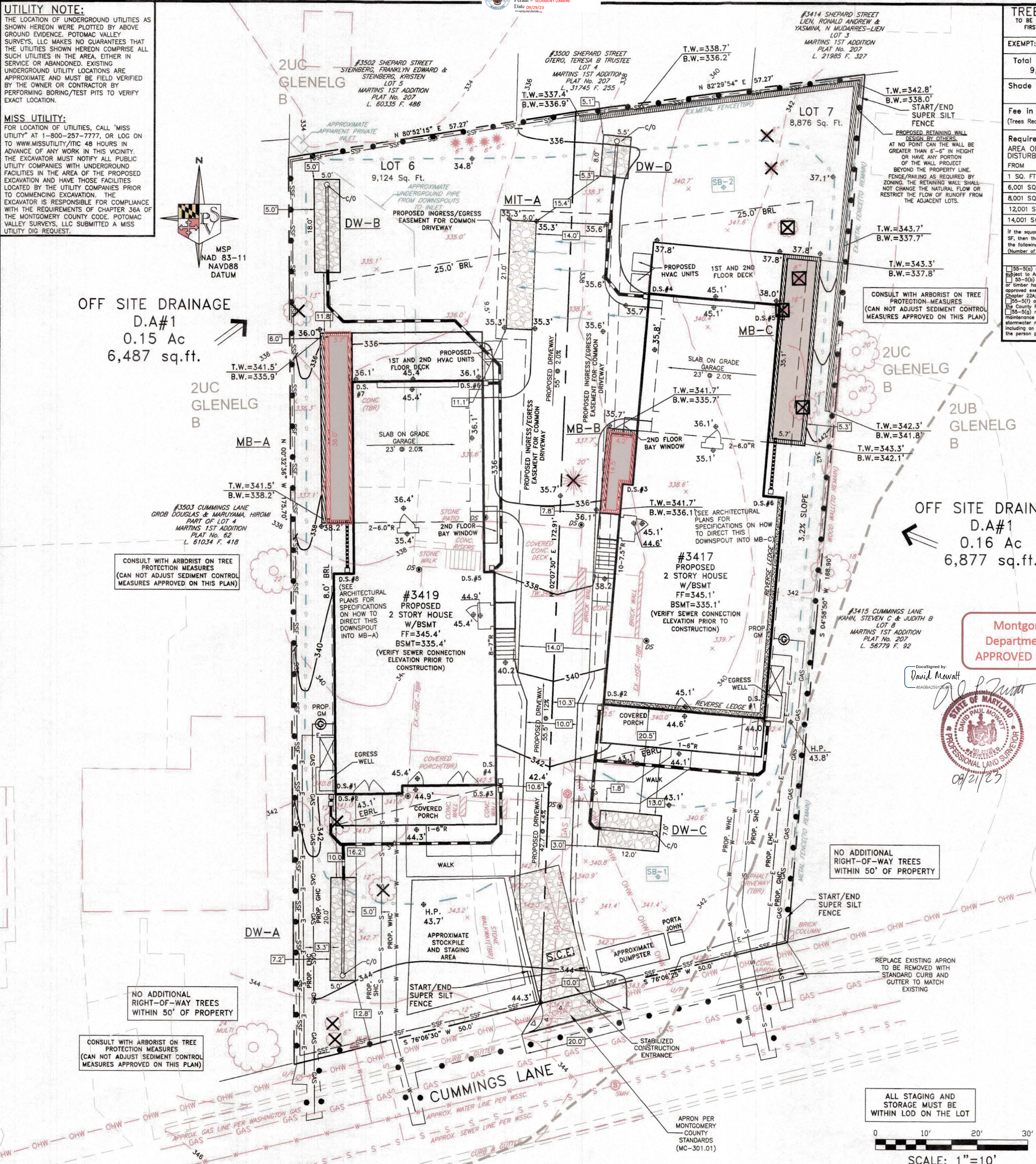
If this project is subject to a Stormwater Management Right of Entry and Maintenance Agreement, that document is recorded in Montgomery County Land Records at:

Book 66632 Page 071 This Record Drawing will serve as the referenced in the recorded document.

"This record drawing accurately and completely represents the stormwater management practices and tree canopy plantings as they were constructed or planned. All stormwater management practices were constructed per the approved Sediment Control/Stormwater Management plans or subsequent approved revisions."

Owner/Developer Signature Date

FIELD CHECK OF RECORD DRAWINGS BY MCDPS INSPECTOR:
INITIALS: DATE



TREE CANOPY REQUIREMENTS

TO BE COMPLETED BY THE CONSULTANT AND PLACED ON THE FIRST SHEET OF THE SEDIMENT CONTROL/STORMWATER MANAGEMENT PLAN SET FOR ALL PROJECTS.

EXEMPT: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	If exempt under Section 55-5 of the Code, please check the applicable exemption category below.
Total Property Area 9,124 S.F.	Total Disturbed Area 18,528 S.F.
Shade Trees Required 0	Shade Trees Proposed 0
Fee in Lieu: (Trees Required(0) - Trees Proposed(0)) x \$250	\$ 0.00

Required Number of Shade Trees:

AREA OF THE LIMITS OF DISTURBANCE (SQUARE FEET)	NUMBER OF SHADE TREES REQUIRED
1 SQ. FT.	6,000 SQ. FT.
6,001 SQ. FT.	8,000 SQ. FT.
8,001 SQ. FT.	12,000 SQ. FT.
12,001 SQ. FT.	14,000 SQ. FT.
14,001 SQ. FT.	40,000 SQ. FT.

If the square footage of the limits of disturbance is more than 40,000 SF, then the number of shade trees required must be calculated using the following formula:
(Number of Square Feet in LOD / 40,000) x 15

EXEMPTION CATEGORIES:

[55-5(a)] any activity that is subject to Article II of Chapter 22A, [55-5(b)] any commercial logging or timber harvesting operation with an approved exemption from Article II of Chapter 22A, [55-5(c)] any activity conducted by the County Parks Department, [55-5(d)] routine or emergency maintenance of an existing stormwater management facility, including an existing access road, if the person performing the maintenance has obtained all required permits, [55-5(e)] any stream restoration project if the person performing the work has obtained all necessary permits, [55-5(f)] cutting or clearing any tree to comply with applicable provisions of any federal, state, or local law governing safety of stormwater management facility, or [55-5(g)] other: Specify per Section 55-5 of the Code WITHIN VILLAGE OF MARTIN'S ADDITIONS



VICINITY MAP

1"=300'

EXISTING CONTOURS 100' 100.0'

EXISTING SPOT GRADE

PROPOSED CONTOURS 64.7'

PROPOSED SPOT GRADE

PROPOSED SILT FENCE — SF — SF — SF —

PROPOSED SUPER SILT FENCE — SSF — SSF —

ORANGE CONSTRUCTION FENCE — OCF —

TREE PROTECTION FENCE — TPF — TPF —

ROOT PRUNING

LIMIT OF DISTURBANCE

ITEMS TO BE REMOVED TBR

DOWNSPOUTS

CLEAN OUT

DRAINAGE PATH

STABILIZED CONSTRUCTION ENTRANCE

PROPOSED 6" SCH 40 PVC UNDERGROUND DRAIN PIPE

PROPOSED 6" SCH 40 PVC PERFORATED DRAIN PIPE

SOIL TYPING TEST LOCATION

RETAINING WALLS(DESIGN BY OTHERS)

CRITICAL ROOT ZONE OF EX. TREE

EX. TREE

EX. TREE TO BE REMOVED

EX. TREE ALREADY REMOVED

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND WAS OBTAINED BY ME OR OTHERS UNDER MY SUPERVISION IN ACCORDANCE WITH COMAR 09-13-06-12 AND THAT THE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DAVID E. MOWATT
MARYLAND PROFESSIONAL LAND SURVEYOR #21136
EXPIRATION/RENEWAL DATE 06-20-24

REVISIONS

REVISION	DATE	DESCRIPTION
01-12-23	01/27/2023	ADDRESS DPS SC COMMENTS AND VILLAGE COMMENTS
01-25-23	01/27/2023	ADDRESS DPS SC COMMENTS
08-21-23	08/21/2023	REVISE TO ADDRESS CONSTRUCTED BOXES AND ADDITIONAL BLOCK WALL TO SEPARATE MB-A & B FROM HOUSE

THIS PLAN PREPARED FOR:
3419 CUMMINGS LANE LLC
3925 OLIVER STREET
CHEVY CHASE, MD 20815
301-275-2255
ATTN: KAREN KUCHINS
K2KUCHINS@AOL.COM

JOB No. 22-092
DATE: 12-06-22
DRAWN: CJM DESIGN:CM
SHEET: SWM/SC 1 OF 4

SITE GRADING-STORMWATER MANAGEMENT-SEDIMENT CONTROL PLAN

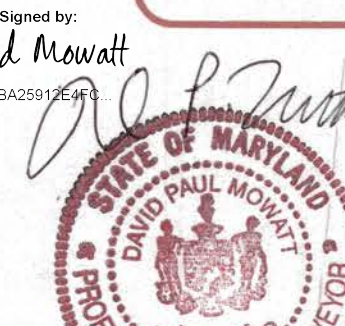
3419 & 3417 CUMMINGS LANE
H.M. MARTIN'S 1ST ADDITION
LOT 6 & 7, BLOCK 3
PLAT No. 207

VILLAGE OF MARTIN'S ADDITION
MONTGOMERY COUNTY, MARYLAND

POTOMAC VALLEY SURVEYS

20010 FISHER AVENUE, SUITE F
POOLESVILLE, MARYLAND
1-888-349-5090

Montgomery County, Maryland
Department of Permitting Services
APPROVED FOR SMALL LOT DRAINAGE



PROPERTY OWNER INFORMATION:
3419 CUMMINGS LANE LLC
3925 OLIVER STREET
CHEVY CHASE, MD 20815
301-275-2255
ATTN: KAREN KUCHINS
K2KUCHINS@AOL.COM

TECHNICAL REVIEW OF SEDIMENT CONTROL

Sherry Mitchell 01/27/2023

TECHNICAL REVIEW OF STORMWATER MANAGEMENT

Sherry Mitchell 01/27/2023

ADMINISTRATIVE REVIEW

Sherry Mitchell 01/27/2023

SMALL LOT DRAINAGE APPROVAL

Sherry Mitchell 01/27/2023

NOTE: THIS APPROVAL DOES NOT NEGATE THE NEED FOR A MCDPS ACCESS PERMIT.

MCDPS APPROVAL OF THIS PLAN WILL EXPIRE TWO YEARS FROM THE DATE OF APPROVAL IF THE PROJECT HAS NOT STARTED.

DPS approval of a sediment control or stormwater management plan is for demonstrated compliance with minimum environmental runoff treatment standards and does not create or imply any right to divert or concentrate runoff onto any adjacent property without that property owner's permission. It does not relieve the design engineer or other responsible person of professional liability or ethical responsibility for the adequacy of the drainage design as it affects uphill or downhill properties.

288896

SEDIMENT CONTROL PERMIT NO.

N/A

SM.FILE NO.

ESD to the MEP, Dry Wells (4)

MIT (1), MB Planter Box (3)

ALL STAGING AND STORAGE MUST BE WITHIN LOD ON THE LOT

NO ADDITIONAL RIGHT-OF-WAY TREES WITHIN 50' OF PROPERTY

REPLACE EXISTING APRON TO BE REMOVED WITH STANDARD CURB AND GUTTER TO MATCH EXISTING

APRON PER MONTGOMERY COUNTY STANDARDS (MC-301.01)

SCALE: 1"=10'

STORMWATER MANAGEMENT CALCULATIONS FOR LOT 6
(3419 CUMMINGS LANE)

Existing Conditions:
Disturbed Area(A)(LOD): 9,296 s.f.
Soil Type: B-type soils
Land Use: Residential
Lot Size: 9,124 s.f.

Proposed Layout:
Proposed Roof: 2,727 s.f.
Proposed Driveway/walks/patio(On Lot): 1,480 s.f.
Proposed Driveway in Right-of-way: + 13 s.f.
Total Impervious Cover: = 4,220 s.f.
Impervious Cover on Lot: = 4,207 s.f.

Compute Percent Impervious:
I= Impervious on Lot/Lot size(To determine Pe)
I= 4,207 s.f./9,124 s.f.
I= 46.11% (use 50%)
Determine Target Pe Using Table 5.3:
Intersecting 50% impervious with B-type soils on Table 5.3 the $Pe = 1.8$

Compute Rv:
Rv = 0.05 + (0.009) (I); I=45.40
Rv = 0.05 + (0.009 x 45.40) =0.459

Compute ESDv:
ESDv = (Pe)(Rv)(A) = (1.8)(0.459)(9,296) = 7,680 = 640 c.f. REQUIRED

Proposed ESD Practice:
The rooftop runoff of the proposed house will be directed into Two (2) Drywells, One (1) Micro Bioretention Planter Box, and One (1)Micro Infiltration Trench (see computations below).
DW-A(DS#1-4) = (2.6)(0.95)(D.A.=969 s.f. of impervious)/12 = 199 c.f. (DPS maximum allowable drywell size)
DW-B(DS#5&6) = (2.6)(0.95)(D.A.=872 s.f. of impervious)/12 = 179 c.f. (DPS maximum allowable drywell size)
MB-A(DS#7&8) = (2.6)(0.95)(D.A.=866 s.f. of impervious)/12 = 178 c.f. (DPS maximum allowable drywell size)
Shared MIT-A(Shared Driveway) = (2.6)(0.95)(D.A.=500 s.f. of impervious)/12 = 102 c.f. (DPS maximum allowable drywell size) (50% for credit for Lot 6 of the proposed MIT-A)

Total Storage required: 640 c.f.
Total Storage provided: = 658 c.f. (199+179+178+102=658 c.f.)
= 18 c.f. extra
Pe Provided: $Pe = 1.8$
(ESD x 12)/(Rv x A) = (658 x 12)/(0.459 x 9,296) = 1.8

MB-A (DS#7&8)
ESDvmax = (2.6)(0.95)(D.A. = 866 s.f. of impervious)/12 = 178 c.f.
ESDvmin = (1.0)(0.95)(D.A. = 866 s.f. of impervious)/12 = 68 c.f.
ESDv = Ponding Depth (1.0') + Storage in filter media (3.0')
FACILITY VOLUME = (161-SF)(1.0') + (161-SF)(3.0')(0.4) = 354 c.f.

MB-A CAPACITY
PONDING VOLUME (1' DEPTH)
(161-sf(planting media area) X 1.0 (1.0" ponding depth) = 161 c.f.
134
MEDIA VOLUME (30" DEPTH + 6" SAND)
(161-sf (surface area) x 0.40 x 3.0 ft (media depth)) = 160 c.f.
134
10 Year WSEL = (5.1)(0.95)(866)/12 = 350 c.f.
350 c.f. - 354 c.f. = 0 additional storage needed
10 Year Storm is proposed to be held in MB-A.

10 Year WSEL = (5.1)(0.95)(866)/12 = 350 c.f.
350 c.f. - 294 c.f. = 56 additional storage needed
10 Year Storm can not be contained because planter box can not increase in size of depth because of site constraints

Drywell and Micro Infiltration Trench Sizing Computations
DW-A 20.0' (L) x 5.0' (W) x 5.0' (H) x 0.40 = 200 c.f.
DW-B 18.0' (L) x 5.0' (W) x 5.0' (H) x 0.40 = 180 c.f.
MIT-A 21.0' (L) x 5.0' (W) x 5.0' (H) x 0.40 = 210 c.f.
590 c.f. TOTAL

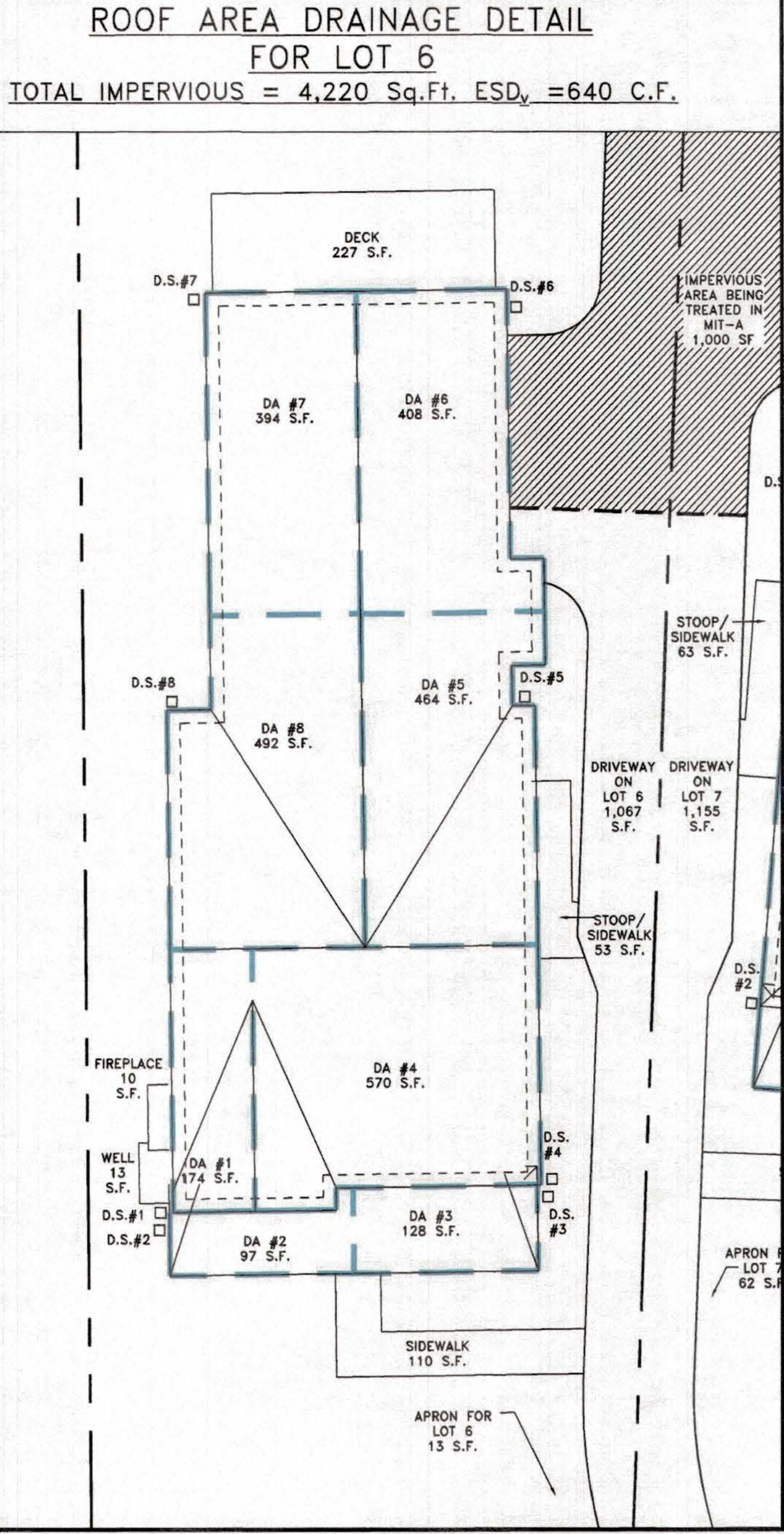
We have used E.S.D. to the M.E.P. for this site but providing 100% of the required E.S.D. We have maximized Stormwater Management onsite providing treatment for all of the downspouts and some of the common driveway. We were able to obtain a Pe of 1.8.

DRYWELL DETAIL INFORMATION LOT 6							
	FINISHED GRADE HIGH SIDE	COVERAGE HIGH SIDE	FINISHED GRADE LOW SIDE	COVERAGE LOW SIDE	TOP OF GRAVEL	INVERT OF PIPE	BOTTOM OF SAND BASE
DW-A	344.0'	3.0'	342.3'	1.3'	341.0'	340.0'	337.0'
DW-B	335.6'	3.0'	334.5'	1.9'	332.6'	331.6'	327.6'

DRYWELL DETAIL INFORMATION FOR LOT 7							
	FINISHED GRADE HIGH SIDE	COVERAGE HIGH SIDE	FINISHED GRADE LOW SIDE	COVERAGE LOW SIDE	TOP OF GRAVEL	INVERT OF PIPE	BOTTOM OF SAND BASE
DW-C	343.2'	3.0'	342.5'	2.3'	340.2'	339.2'	335.2'
DW-D	336.6'	3.0'	335.6'	2.0'	333.6'	332.6'	328.6'

CONSTRUCTION INSPECTION
CHECK-OFF LIST FOR MICRO INFILTRATION TRENCH

STAGE	MCDCS INSPECTOR INITIALS/DATE	OWNER/DEVELOPER INITIALS/DATE
MANDATORY NOTIFICATION: Inspection and approval of each practice is required at these points prior to proceeding with construction. The permittee is required to give the MCDCS Inspector twenty-four (24) hours notice (DPS telephone 240-777-0311). The DPS inspector may waive an inspection, and allow the owner/developer to make the required inspection per a prior scheduled arrangement which has been confirmed with the DPS inspector in writing. Work completed without MCDCS approval may result in the permittee having to remove and reconstruct the unapproved work. Upon completion of the project, a formal Stormwater Management As-Built must be submitted to MCDCS unless a Record Drawing Certification has been allowed instead. Each of the steps listed below must be verified by either the MCDCS Inspector OR the owner/developer.		
1. Excavation for Micro Infiltration Trench conforms to approved plans		
2. Placement of backfill conforms to approved plans.		
3. Placement of geotextiles and filter media conforms to approved plans.		
4. Final grading and permanent stabilization conforms to approved plans		
TOTAL NUMBER OF MICRO INFILTRATION TRENCHES INSTALLED PER THIS PERMIT: APPROVED 1 CONSTRUCTED		



SECTION VIEW A-1
NOT TO SCALE
SEE PLAN FOR ALL DIMENSIONS

PLAN VIEW
NOT TO SCALE
SEE PLAN FOR ALL DIMENSIONS

LAYOUT OPTION 1

LAYOUT OPTION 2

Notes:

- Manufactured sand is not acceptable in drywells.
- All perforated pipes must be Schedule 40 PVC or higher quality, 4 inch diameter minimum.
- Dry Wells Must Be Located A Minimum Of:
 - 5' From property lines.
 - 10' From slab on-grade buildings
 - 20' From Building Foundation
 - 20' From another drywell
 - 30' From Septic trench or tank
 - 50' From alternate well location
 - 100' From primary Well Location
 - so as to minimize any basement seepage
- And Should Be Located To Minimize Any Basement Seepage
- All dimensions are to be specified by design engineer.
- Drywell locations may be field-adjusted based upon site conditions, with Inspectors approval.
- Drywells may not be combined or eliminated without MCDCS approval.

Gravel Drywell Sizing Computations
DW-C 12.0' (L) x 7.0' (W) x 5.0' (H) x 0.40 = 168 c.f.
DW-D 8.0' (L) x 5.5' (W) x 5.0' (H) x 0.40 = 88 c.f.
256 c.f. TOTAL

We have used E.S.D. to the M.E.P. for this site but providing 100% of the required E.S.D. We have maximized Stormwater Management onsite providing treatment for all of the downspouts and some of the common driveway. We were able to obtain a Pe of 1.8.

CONSTRUCTION INSPECTION
CHECK-OFF LIST FOR DRY WELL/RECHARGE CHAMBER

STAGE	MCDCS INSPECTOR INITIALS/DATE	OWNER/DEVELOPER INITIALS/DATE
MANDATORY NOTIFICATION: Inspection and approval of each practice is required at these points prior to proceeding with construction. The permittee is required to give the MCDCS Inspector twenty-four (24) hours notice (DPS telephone 240-777-0311). The DPS inspector may waive an inspection, and allow the owner/developer to make the required inspection per a prior scheduled arrangement which has been confirmed with the DPS inspector in writing. Work completed without MCDCS approval may result in the permittee having to remove and reconstruct the unapproved work. Upon completion of the project, a formal Stormwater Management As-Built must be submitted to MCDCS unless a Record Drawing Certification has been allowed instead. Each of the steps listed below must be verified by either the MCDCS Inspector OR the owner/developer.		
1. Excavation for the Dry Well conforms to approved plans.		
2. Placement of backfill, perforated inlet pipe and observation well conforms to the approved plans.		
3. Placement of geotextiles and filter material media conforms to the approved plans.		
4. Connecting pipes, including connection to downspout, are constructed per the approved plans.		
5. Final grading and permanent stabilization conforms to the approved plans.		
TOTAL NUMBER OF DRY WELLS INSTALLED PER THIS PERMIT: APPROVED 4 CONSTRUCTED		

STORMWATER MANAGEMENT CALCULATIONS FOR LOT 7
(3417 CUMMINGS LANE)

Existing Conditions:
Disturbed Area(A)(LOD): 9,232 s.f.
Soil Type: B-type soils
Land Use: Residential
Lot Size: 8,876 s.f.

Proposed Layout:
Proposed Roof: 2,778 s.f.
Proposed Driveway/walks/patio(On Lot): 1,567 s.f.
Proposed Driveway in Right-of-way: + 62 s.f.
Total Impervious Cover: = 4,407 s.f.
Impervious Cover on Lot: = 4,345 s.f.

Compute Percent Impervious:
I= Impervious on Lot/Lot size(To determine Pe)
I= 4,345 s.f./8,876 s.f.
I= 48.95% (use 50%)
Determine Target Pe Using Table 5.3:
Intersecting 50% impervious with B-type soils on Table 5.3 the $Pe = 1.8$

Compute Rv:
Rv = 0.05 + (0.009) (I); I=47.74
Rv = 0.05 + (0.009 x 47.74) =0.480

Compute ESDv:
ESDv = (Pe)(Rv)(A) = (1.8)(0.480)(9,232) = 7,976 = 664 c.f. REQUIRED

Proposed ESD Practice:
The rooftop runoff of the proposed house will be directed into Two (2) Drywells, Two (2) Micro Bioretention Planter Boxes, and One (1)Micro Infiltration Trench (see computations below).
DW-C(DS#1&2) = (2.6)(0.95)(D.A.=807 s.f. of impervious)/12 = 166 c.f. (DPS maximum allowable drywell size)
DW-D(DS#4) = (2.6)(0.95)(D.A.=408 s.f. of impervious)/12 = 83 c.f. (DPS maximum allowable drywell size)
MB-B(DS#3) = (2.6)(0.95)(D.A.=486 s.f. of impervious)/12 = 100 c.f. (DPS maximum allowable drywell size)
MB-C(DS#5&6) = (2.6)(0.95)(D.A.=1,077 s.f. of impervious)/12 = 221 c.f. (DPS maximum allowable drywell size)
Shared MIT-A(Shared Driveway) = (2.6)(0.95)(D.A.=500 s.f. of impervious)/12 = 102 c.f. (DPS maximum allowable drywell size) (50% for credit for Lot 7 of the proposed MIT-A)

Total Storage required: 664 c.f.
Total Storage provided: = 672 c.f. (166+83+100+221+102=672 c.f.)
= 8 c.f. extra
Pe Provided: $Pe = 1.8$
(ESD x 12)/(Rv x A) = (672 x 12)/(0.480 x 9,232) = 1.8

MB-B (DS#3)
ESDvmax = (2.6)(0.95)(D.A. = 486 s.f. of impervious)/12 = 100 c.f.
ESDvmin = (1.0)(0.95)(D.A. = 486 s.f. of impervious)/12 = 38 c.f.
ESDv = Ponding Depth (1.0') + Storage in filter media (3.5')
FACILITY VOLUME = (46-SF)(1.0') + (46-SF)(3.5')(0.4) = 115 c.f.

MB-B CAPACITY
PONDING VOLUME (1' DEPTH)
(46-sf(planting media area) X 1.0 (1.0" ponding depth) = 46 c.f.
48
MEDIA VOLUME (36" DEPTH + 6" SAND)
(46-sf (surface area) x 0.40 x 3.5 ft (media depth)) = 67 c.f.
48
10 Year WSEL = (5.1)(0.95)(486)/12 = 196 c.f.
196 c.f. - 108 c.f. = 88 additional storage needed to contain the 10 year storm
10 Year Storm can not be contained because planter box can not increase in size of depth because of site constraints.

MB-C (DS#5&6)
ESDvmax = (2.6)(0.95)(D.A. = 1,077 s.f. of impervious)/12 = 221 c.f.
ESDvmin = (1.0)(0.95)(D.A. = 1,077 s.f. of impervious)/12 = 85 c.f.
ESDv = Ponding Depth (1.0') + Storage in filter media (4.5')
FACILITY VOLUME = (200 SF)(1.0') + (200 SF)(3.0')(0.4) = 440 c.f.

MB-C CAPACITY
PONDING VOLUME (1' DEPTH)
(200 sf(planting media area) X 1.0 (1.0" ponding depth) = 200 c.f.
200
MEDIA VOLUME (30" DEPTH + 6" SAND)
(200 sf (surface area) x 0.40 x 3.0 ft (media depth)) = 240 c.f.
200
10 Year WSEL = (5.1)(0.95)(1,077)/12 = 434 c.f.
434 c.f. - 440 c.f. = 0 additional storage needed
10 Year Storm is proposed to be held in MB-C

CONSTRUCTION INSPECTION
CHECK-OFF LIST FOR DRY WELL/RECHARGE CHAMBER

STAGE	MCDCS INSPECTOR INITIALS/DATE	OWNER/DEVELOPER INITIALS/DATE
MANDATORY NOTIFICATION: Inspection and approval of each practice is required at these points prior to proceeding with construction. The permittee is required to give the MCDCS Inspector twenty-four (24) hours notice (DPS telephone 240-777-0311). The DPS inspector may waive an inspection, and allow the owner/developer to make the required inspection per a prior scheduled arrangement which has been confirmed with the DPS inspector in writing. Work completed without MCDCS approval may result in the permittee having to remove and reconstruct the unapproved work. Upon completion of the project, a formal Stormwater Management As-Built must be submitted to MCDCS unless a Record Drawing Certification has been allowed instead. Each of the steps listed below must be verified by either the MCDCS Inspector OR the owner/developer.		
1. Excavation for the Dry Well conforms to approved plans.		
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TOTAL NUMBER OF DRY WELLS INSTALLED PER THIS PERMIT: APPROVED 4 CONSTRUCTED		

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(3417 CUMMINGS LANE)

Existing Conditions:
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Proposed Driveway in Right-of-way: + 62 s.f.
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Impervious Cover on Lot: = 4,345 s.f.

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I= Impervious on Lot/Lot size(To determine Pe)
I= 4,345 s.f./8,876 s.f.
I= 48.95% (use 50%)
Determine Target Pe Using Table 5.3:
Intersecting 50% impervious with B-type soils on Table 5.3 the $Pe = 1.8$

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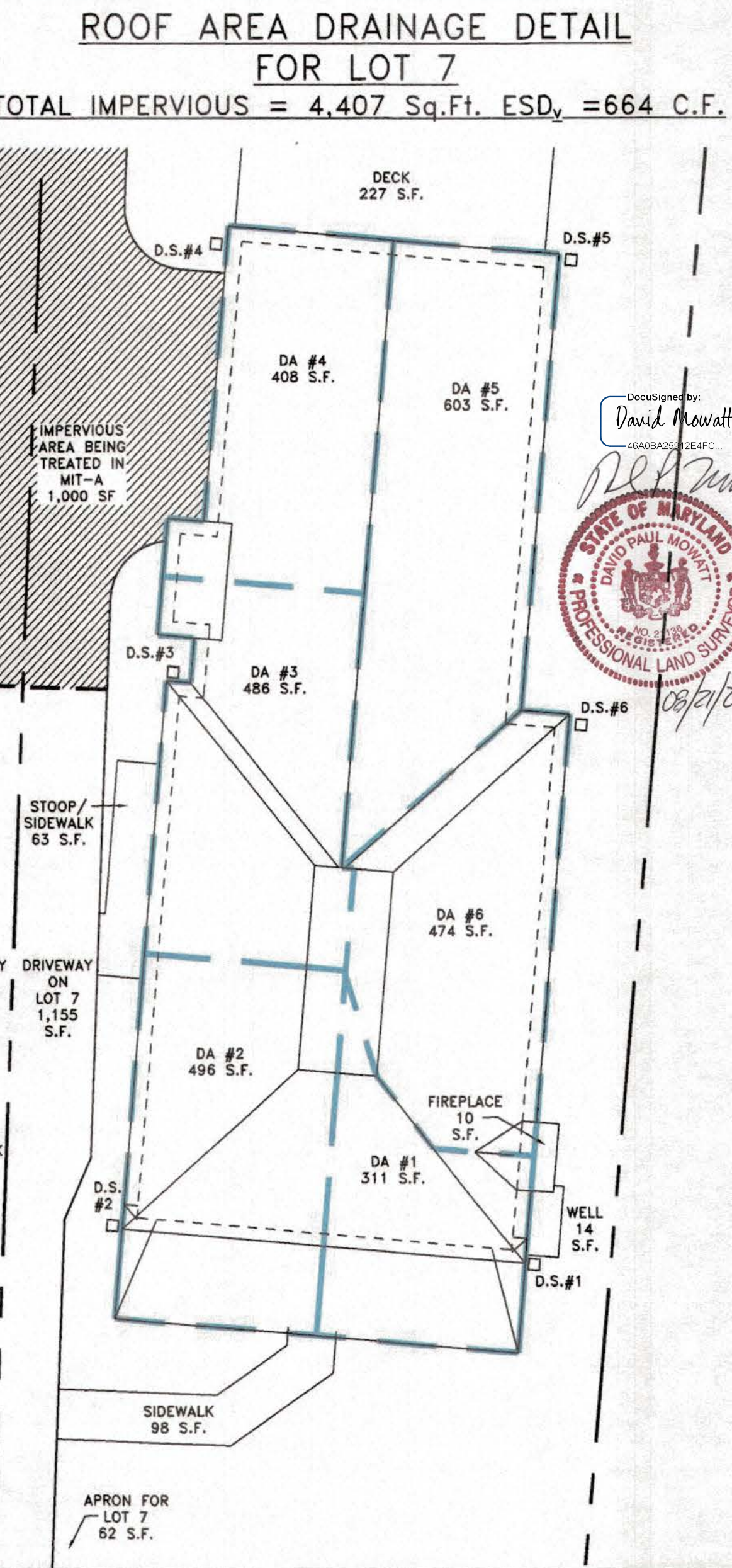
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= 8 c.f. extra
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434 c.f. - 440 c.f. = 0 additional storage needed
10 Year Storm is proposed to be held in MB-C



GENERAL NOTES:

- Dry wells may receive water from roof downspouts only.
- Length, width, and depth of each dry well is to be as specified by the design engineer on the approved plan.
- Manufactured sand is not acceptable. Refer to the MCDCS Sand Specifications.
- With the Inspector's approval, dry well locations may be field adjusted for site conditions. All adjustments must meet the minimum setbacks.
- Impermeable liners may be used when specified by the design engineer and shown on the plan.
- Overflow pipes may be used when specified by the design engineer and shown on the plan. They shall be set at a minimum 2% slope. If the outfall is to daylight the outfall invert shall be shown.
- Pop-up emitters may be used when specified by the design engineer and shown on the plan.

SECTION VIEW:

OBSERVATION WELL/ CLEANOUT CAP DETAIL:

IN-LINE FILTERING DEVICE DETAIL:

LAYOUT GUIDANCE:

- Downspouts shall be shown on the plan view.
- Conveyance pipes from the downspouts to the dry well shall be shown on the plan view, including connections from other downspouts. Standard, readily-available bends shall be used at couplings.
- When possible there should be only one conveyance pipe entering the dry well. It should be centered and should enter at 90 degrees.
- The interior of PVC perforated pipe shall be designed and shown on the plan to maximize distribution within the dry well.
- When a dry well's length is greater than its width, consider locating the perforated pipe along the longest dimension.
- The observation well with cleanout cap shall be shown on the plan view.

MINIMUM SETBACKS:

- 5 feet from property lines, Zero from R/W
- 10 feet from slab-on-grade buildings/pools
- 15 feet from buried foundations
- 15 feet from another dry well
- 30 feet from septic trench or tank
- 100 feet from primary well location or open loop geothermal well
- 50 feet from alternate well location or closed loop geothermal well
- So as to avoid basement seepage
- In accordance with other county requirements

PERFORATED PVC PIPE:

- Schedule 40 PVC
- 3/8 inch holes
- 4" on center
- 90° around pipe

EXAMPLE LAYOUTS *- PLAN VIEW:

- Design plans must show the layout of each dry well.

MONTGOMERY COUNTY DEPARTMENT OF PERMITTING SERVICES
WATER RESOURCES SECTION

DRY WELL FOR ROOF RUNOFF DETAIL

DATE: SEPTEMBER 2021
SCALE: NONE

SAND SPECIFICATIONS

Washed ASTM C33 Fine Aggregate Concrete Sand is utilized for stormwater management applications in Montgomery County. In addition to the ASTM C33 specification, and must meet ALL of the following conditions:

- Sand must meet gradation requirements for ASTM C-33 Fine Aggregate Concrete Sand. AASHTO M-8 gradation is also acceptable.
- Sand must be silica based ... no limestone based products may be used. If the material is white or gray in color, it is probably not acceptable.
- Sand must be clean. Natural, unwashed sand deposits may not be used. Likewise, sand that has become contaminated by improper storage or installation practices will be rejected.
- Manufactured sand or stone dust is not acceptable under any circumstance.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND WAS OBTAINED BY ME OR OTHERS UNDER MY SUPERVISION IN ACCORDANCE WITH THE MONTGOMERY COUNTY PROFESSIONAL LAND SURVEYOR ACT. MY EXPIRATION DATE IS 06-25-23.

DAVID P. MOWATT
MARYLAND PROFESSIONAL LAND SURVEYOR #21136
EXPIRES 06-20-24

REVISIONS

01-12-23 ADDRESS DPS SC COMMENTS AND VILLAGE COMMENTS	
01-25-23 ADDRESS DPS SC COMMENTS	
08-21-23 REVISE TO ADDRESS CONSTRUCTED BOXES AND ADDITIONAL BLOCK WALL TO SEPARATE MB-A & B FROM HOUSE	

THIS PLAN PREPARED FOR:

3419 CUMMINGS LANE LLC
3925 OLIVER STREET
CHEVY CHASE, MD 20815
301-275-2255
ATTN: KAREN KUCHINS
K2KUCHINS@AOL.COM

JOB No. 22-092
DATE: 12-06-22
DRAWN BY: CJM
SHEET: SWM/SC 3 OF 4SITE GRADING--
STORMWATER MANAGEMENT
--SEDIMENT CONTROL PLAN

POTOMAC VALLEY SURVEYS

DPS MICRO-BIORETENTION SPECIFICATIONS

C. Specifications and Details

1. Sizing

The facility shall be sized to capture and store 100% of the target treatment volume. A minimum of 6" and maximum of 12" of surface ponding must be provided above the filter media. The surface area (A) of a Micro-Bioretentation practice shall be at least 28% of the contributing drainage area. Planting media shall be between 24 and 48 inches deep. The total storage provided in the facility shall be computed as the storage provided in the temporary ponding area and the storage provided in the planting media and sand layers. Computations shall account for the porosity ($n = 0.40$) of the planting media and sand. Storage provided in excess of that required to treat the runoff for the 1 year, 24-hour design storm shall not be counted towards the total ESDV provided.

See "Enhanced Filter" design guidelines if additional storage is proposed below the underdrain pipe.

To the extent possible, facilities should have irregular outlines to blend naturally into the environment. Rectangular is not natural.

2. Inflow Design Criteria

Runoff shall enter the Micro-Bioretentation facility in a non-erosive manner (less than 2 fps). Inflow may be through depressed curbs with wheel stops, curb cuts, level spreaders, bunnies, or conveyed directly using downspouts, covered drains, catch basins, or other erosion or other acceptable conveyance methods. Particular care must be taken to prevent erosion of the surface mulch layer.

3. Overflow Design Criteria

If an internal overflow device is needed, a yard inlet or dome cap inlet may be used. Dome cap inlets may be stacked on top of clean-outs to serve as the overflow devices. When this method is used, the overflow invert of the dome cap must be set at the design storage level. Overflow devices cannot feed into perforated pipe sections.

A safe non-erosive outlet below the outfall must be provided. Safe conveyance of the developed 10-year storm through the facility must be demonstrated.

4. Underdrain Pipe

The underdrain pipe consists of 6-inch diameter schedule 40 or stronger perforated PVC pipe at 0.00% slope. The underdrain pipe will be placed within the gravel layer. A minimum of three inches of gravel must be placed under the pipe, with a minimum of 6 inches of gravel over the pipe. Perforations must be 3/8 inch in diameter and must be located 4 inches on center, every 90 degrees around the pipe. Perforated pipe must begin at least 12" inside the filter media. If this cannot be achieved, then sides of the filter media must be lined with filter fabric. Filter fabric must not be wrapped around the underdrain pipe. An acceptable alternative to perforated pipe is 6" diameter schedule 40 slotted PVC pipe with 0.125 inch slots. Slots shall be 0.125 inches wide and a minimum of 1.9 inches in length, with a minimum of 4 slots per row and 4 rows per linear foot of pipe.

Access for cleaning all underdrain piping is needed. Watertight clean-outs for each pipe shall be level with the top of the mulch. All cleanouts shall have a removable waterproof cap. Cleanouts must be capped immediately after the filter medium is in place.

The required number of perforated underdrain pipes is proportional to the surface area of the Micro-Bioretentation facility. The length of perforated pipe shall be 0.05 times the surface area of the facility, rounded to the nearest foot. In no case shall less than 2 ft. of perforated pipe be provided.

5. Gravel Bed

The gravel layer surrounding the underdrain pipe(s) must meet MSHA site #7 (Table 901A), and must provide a minimum of 6 inches cover over the pipe(s), and minimum 3 inches under the pipe. No geotextile or filter fabric is allowed to be placed horizontally anywhere within the filter media. The gravel must be clean and must be stored and installed in such a manner that it does not become contaminated with sediment before or after installation.

6. Sand Bed

A minimum 6-inch fine aggregate sand layer shall be provided below the planting medium. ASTM C33 or AASHTO M6 Fine Aggregate Concrete Sand is required per Montgomery County sand specifications.

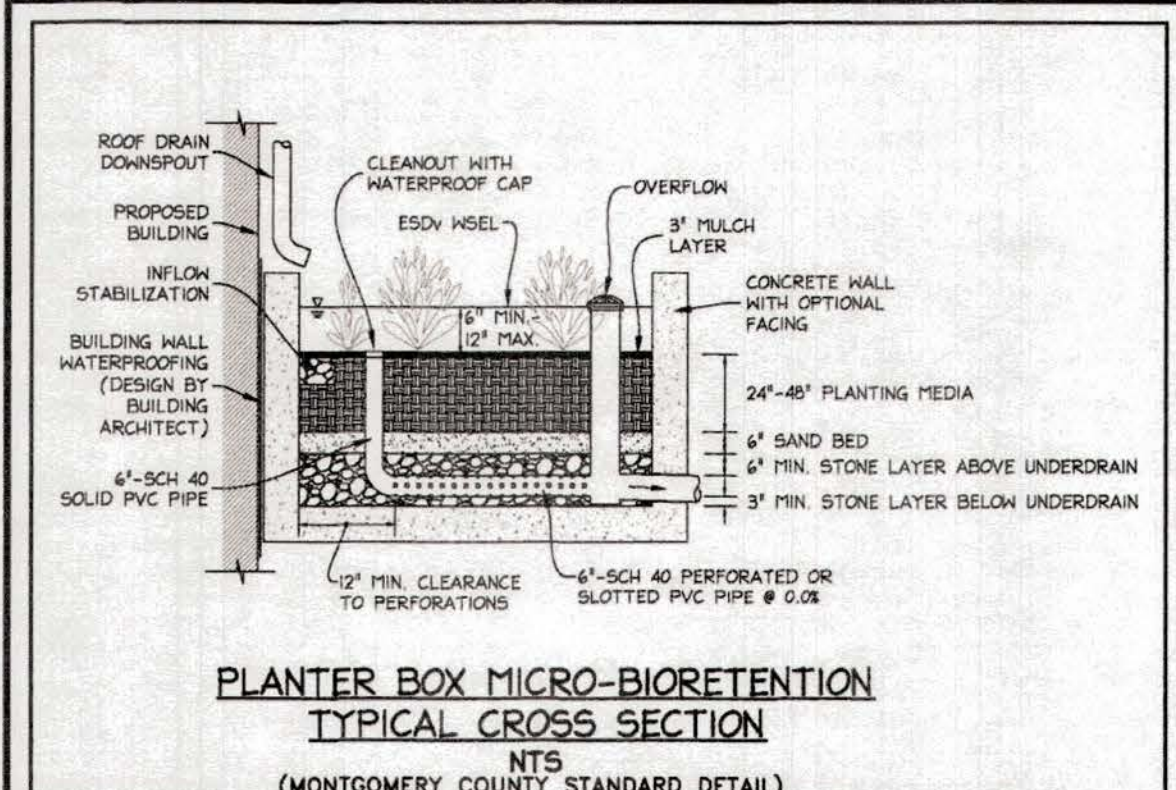
7. Planting Medium

The planting medium shall be 24"-48" thick and shall consist of 1/3 perlite or Solite, 1/3 compost and 1/3 topsoil. The perlite shall be coarse grade horticultural perlite. The compost shall be high grade compost free of stones and partially composted woody material. The topsoil component shall meet the following criteria: contain no more than 10% clay, 10-25% silt and 60-75% sand and be free of stones, stumps, roots or other similar objects larger than 2 inches.

The first layer of the planting medium shall be lightly tilled to mix it into the 6-inch sand layer, so as not to create a definitive boundary. The planting bed shall be flooded after placement. Any settlement that occurs shall be filled back to the design elevation.

8. Mulch

The mulch layer is an important part of the Micro-Bioretentation device. Much of the pollutant removal capacity of the Micro-Bioretentation system is within the mulch layer. The surface mulch layer will consist of standard double shredded aged hardwood mulch. The mulch should be applied uniformly to a depth of 3 inches. Yearly replenishing may be necessary. Pine bark is not acceptable.

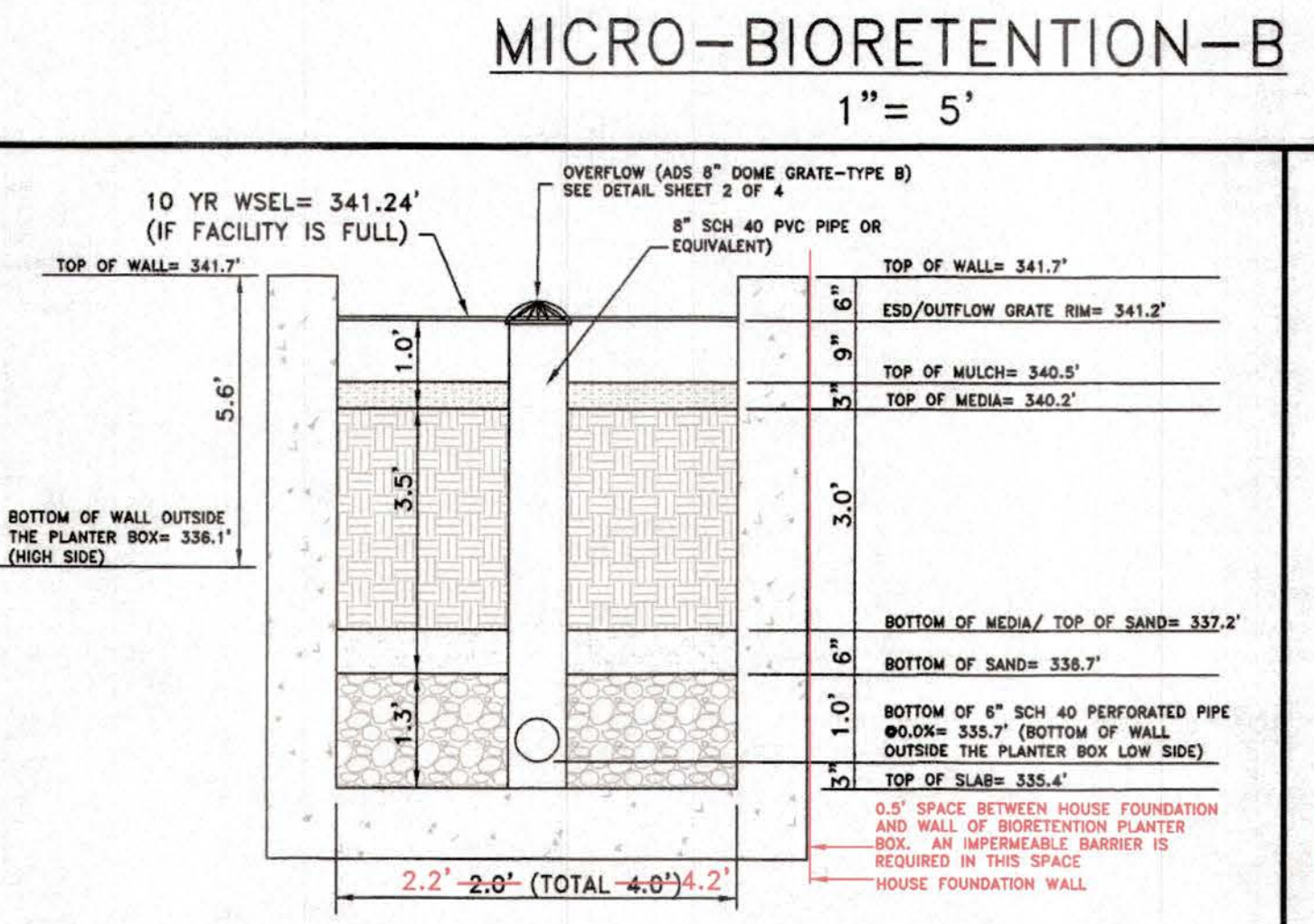
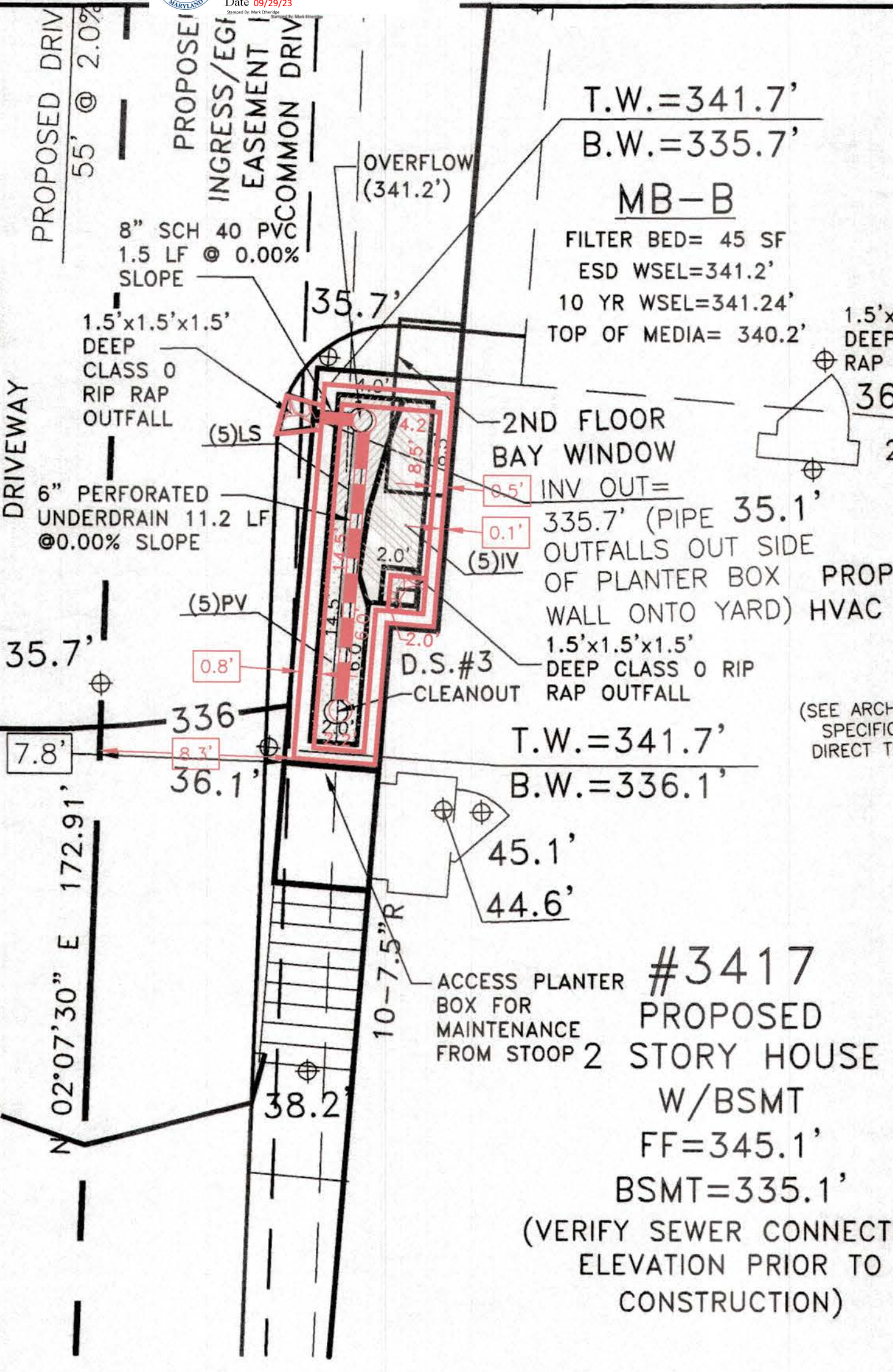


NOTES:

- SEE SPECIFICATIONS THIS SHEET FOR ALL MICRO-BIORETENTION MATERIALS.
- MICRO-BIORETENTION PLANTER BOXES MUST BE SEPARATE AND REMOVABLE FROM THE BUILDING.
- WALL THICKNESS OF THE PLANTER BOXES TO BE DETERMINED BY A STRUCTURAL ENGINEER.
- SEE ARCHITECTURAL PLANS FOR CONSTRUCTION SPECIFICATIONS FOR THE MICRO-BIORETENTION PLANTER BOX STRUCTURE.
- PIPE AND GRATE SPECIFICATIONS PER THIS SECTION OR EQUIVALENT.

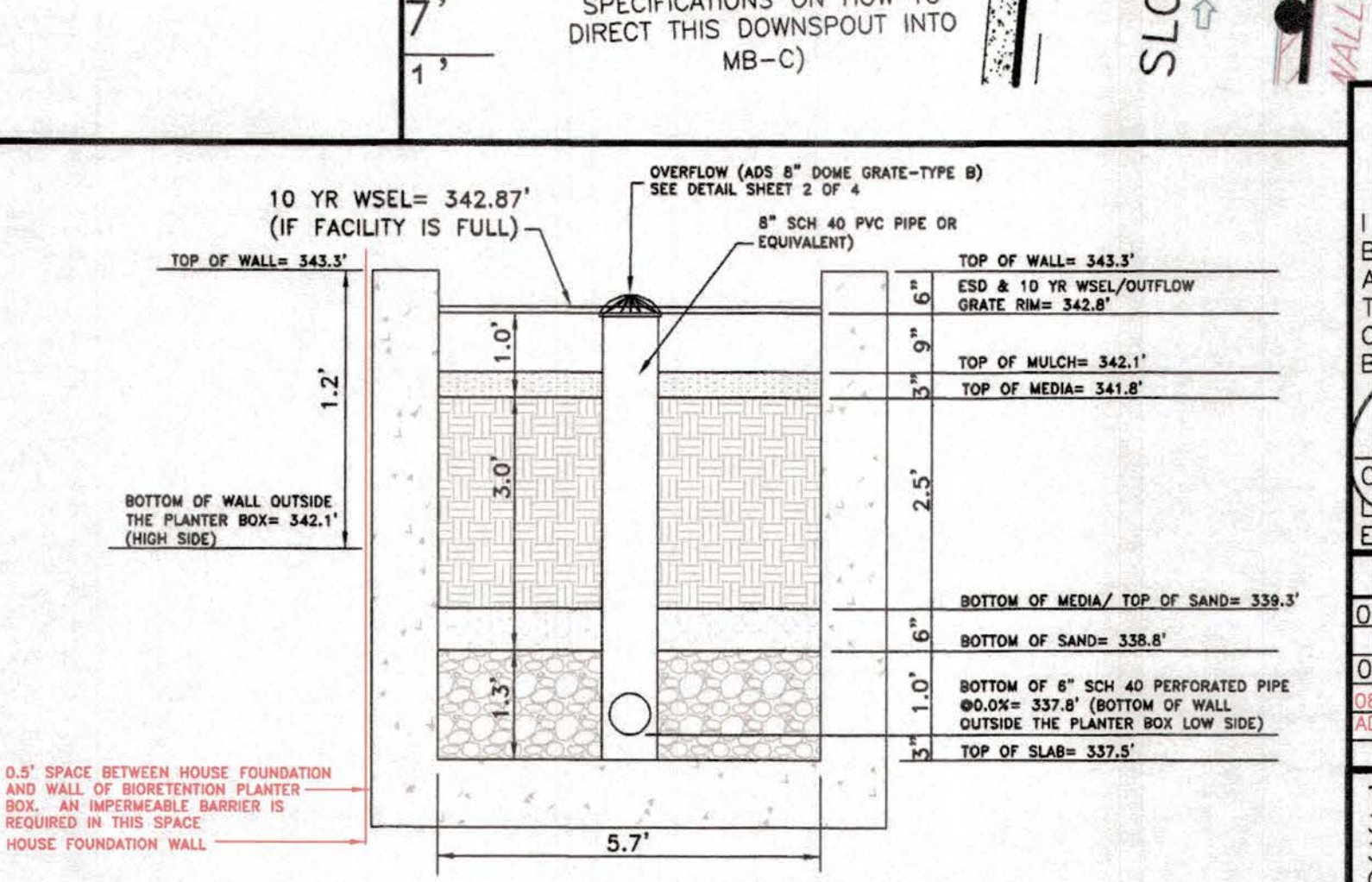
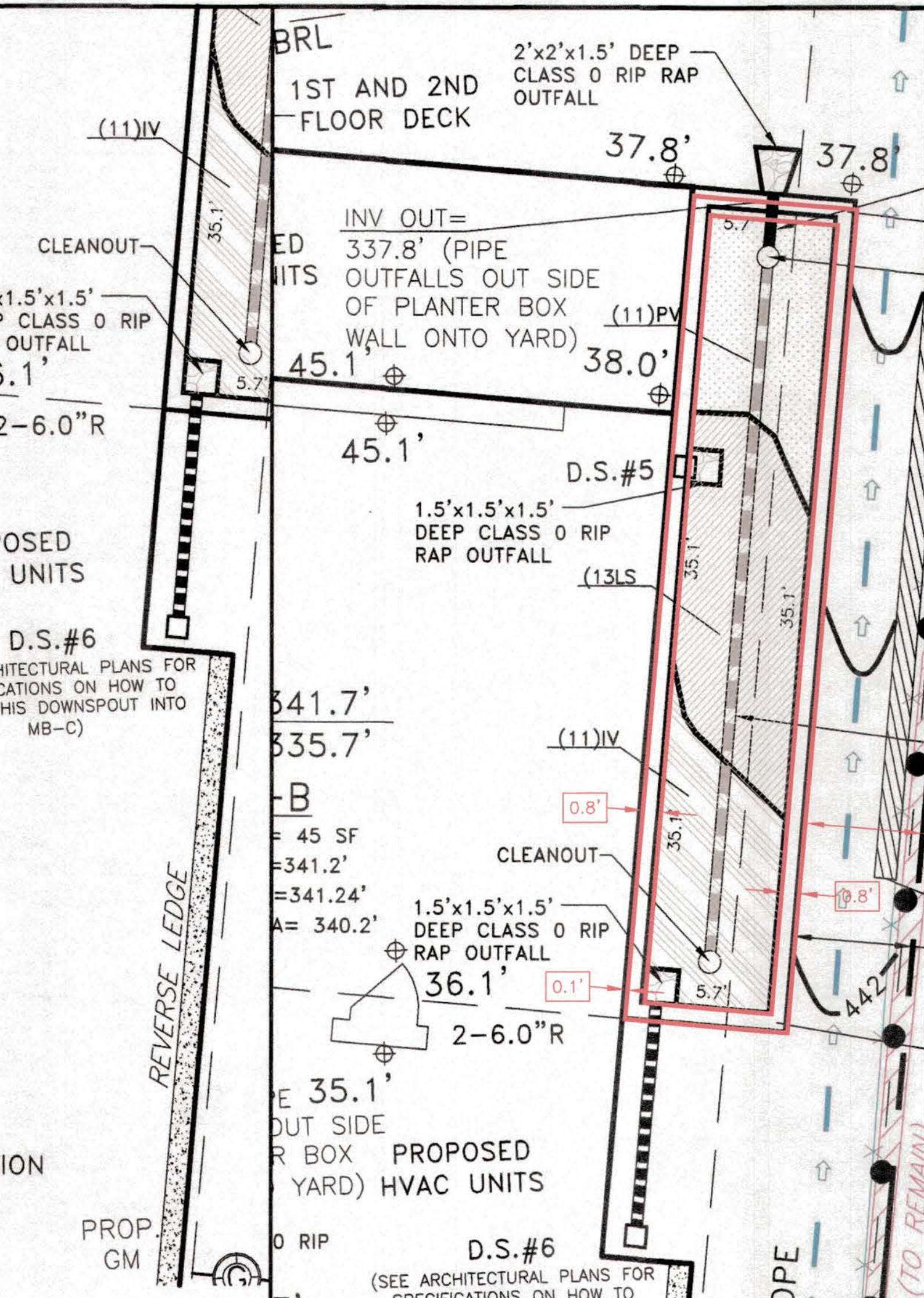
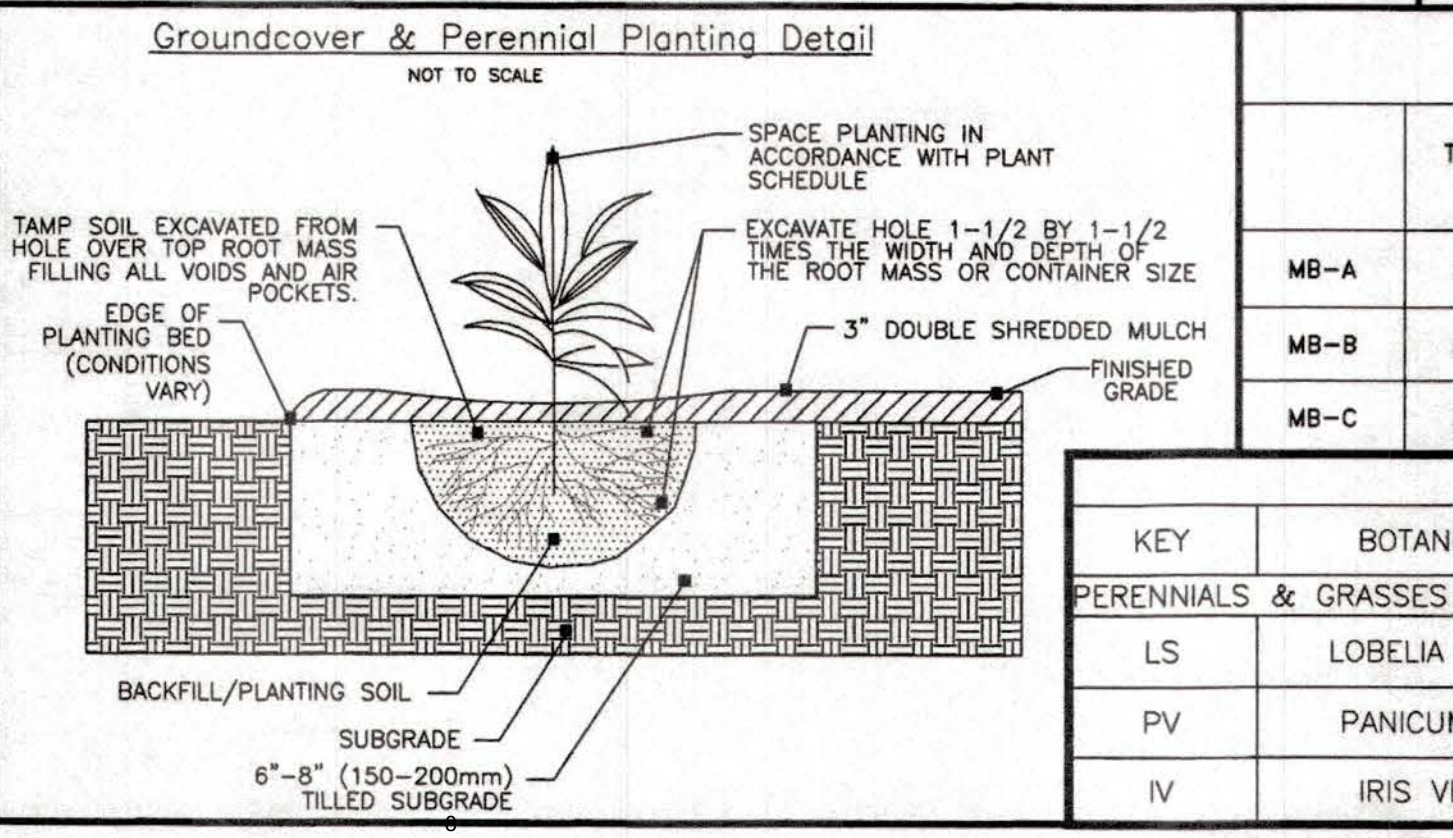
CONSTRUCTION INSPECTION CHECK-OFF LIST FOR MICRO-BIORETENTION		
STAGE	MCDCS INSPECTOR INITIALS/DATE	OWNER/DEVELOPER INITIALS/DATE
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1. Excavation to subgrade conforms to approved plans		
2. Placement of backfill and observation well conforms to approved plans		
3. Placement of filter fabric, soil, and gravel media conforms to approved plans		
4. Construction of appurtenant conveyance structures conforms to approved plans		
5. Final grading and establishment of permanent stabilization conforms to approved plans		
TOTAL NUMBER OF MICRO-BIORETENTION AREAS INSTALLED PER THIS PERMIT: APPROVED <u>3</u> CONSTRUCTED _____		

- NOTES:**
- ALL CONTRACTORS PERFORMING WORK ON THIS SITE SHALL NOTIFY "MISS UTILITY" 48 HOURS PRIOR TO ANY CONSTRUCTION OR GRADING BY CALLING 1-800-257-7777 FOR THE LOCATION OF ALL UTILITIES.
 - THE CONTRACTORS PERFORMING WORK ON THE SITE ARE RESPONSIBLE FOR PROTECTING EXISTING PLANTING DURING CONSTRUCTION.
 - THE LANDSCAPE CONTRACTOR SHALL PERFORM WORK AND THE PLANTINGS SHALL CONFORM WITH THE "LANDSCAPE SPECIFICATION GUIDELINES FOR BALTIMORE-WASHINGTON METROPOLITAN AREAS", LATEST EDITION.
 - THE LANDSCAPE CONTRACTOR IS TO VERIFY ALL PLANT QUANTITIES AND AVAILABILITY AND NOTIFY THE LANDSCAPE ARCHITECT OR OWNER IF THERE ARE ANY PROBLEMS PRIOR TO BIDDING.
 - FOR TREE PRUNING AND CARE METHODS REFER TO THE NATIONAL ARBORIST STANDARDS, LATEST EDITION.
 - SOD ALL AREAS AS DIRECTED BY OWNER FOR ALL DISTURBED AREAS TO BE STABILIZED THAT ARE NOT LANDSCAPED OR SEED & MULCHED.
 - PROVIDE AND INSTALL SOIL STABILIZED EROSION CONTROL MATTING AS REQUIRED FOR PROPER EROSION CONTROL. RE-SEED AREAS AS REQUIRED UNTIL AREAS ARE PROPERLY STABILIZED AND ACCEPTED BY INSPECTOR AND OWNER.



NOTES:

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- PIPE AND GRATE SPECIFICATIONS PER THIS SECTION OR EQUIVALENT.



NOTES:

- SEE SPECIFICATIONS THIS SHEET FOR ALL MICRO-BIORETENTION MATERIALS.
- MICRO-BIORETENTION PLANTER BOXES MUST BE SEPARATE AND REMOVABLE FROM THE BUILDING.
- WALL THICKNESS OF THE PLANTER BOXES TO BE DETERMINED BY A STRUCTURAL ENGINEER.
- SEE ARCHITECTURAL PLANS FOR CONSTRUCTION SPECIFICATIONS FOR THE MICRO-BIORETENTION PLANTER BOX STRUCTURE.
- PIPE AND GRATE SPECIFICATIONS PER THIS SECTION OR EQUIVALENT.

MICRO BIORETENTION DETAIL INFORMATION									
	TOP OF SLAB	OUTFALL INVERT OUT	BOTTOM OF SAND	BOTTOM OF PLANTING MEDIA	TOP OF PLANTING MEDIA	TOP OF MULCH	TOP OF PONDING DEPTH	TOP OF WALL	INVERT OUT OF DOWNSPOUTS
MB-A	335.7'	336.0'	337.0'	337.5'	340.0'	340.3'	341.0'	341.5'	341.5'
MB-B	335.4'	335.7'	336.7'	337.2'	340.2'	340.5'	341.2'	341.7'	341.7'
MB-C	337.5'	337.8'	338.8'	339.3'	341.8'	342.1'	342.8'	343.3'	343.3'

MICRO-BIORETENTION PLANTING SCHEDULE							
KEY	BOTANICAL NAME	COMMON NAME	SIZE	FORM	SPACING	TOTAL QUANTITY	COMMENTS
LS	LOBELIA SILPHILITICA	GREAT BLUE LOBELIA	#1	CONT.	18" O.C.	29	
PV	PANICUM VIRGATUM	SWITCHGRASS	#1	CONT.	18" O.C.	27	
IV	IRIS VERSICOLOR	BLUE FLAG IRIS	#1	CONT.	24" O.C.	29	

LANDSCAPE ARCHITECTS CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY MYSELF OR OTHERS UNDER MY SUPERVISION IN ACCORDANCE WITH SUBCHAPTER 01 AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CHRISTIE JOHNSON, LANDSCAPE ARCHITECT, 3051
EXPIRES 09-21-24

DATE: 01/25/23

REVISIONS

01-12-23	ADDRESS DPS SC COMMENTS AND VILLAGE COMMENTS
01-25-23	ADDRESS DPS SC COMMENTS
08-21-23	REVISE TO ADDRESS CONSTRUCTED BOXES AND ADDITIONAL BLOCK WALL TO SEPARATE MB-A & B FROM HOUSE

THIS PLAN PREPARED FOR:
3419 CUMMINGS LANE LLC
3925 OLIVER STREET
CHEVY CHASE, MD 20815
301-275-2255
ATTN: KAREN KUCHINS
K2KUCHINS@AOL.COM

JOB No. 022-092
DATE: 12-06-22
DRAWN BY: CJM
SHEET 4 OF 4

MICRO-BIORETENTION PLAN WITH NOTES AND DETAILS

3419 & 3417 CUMMINGS LANE
H.M. MARTIN'S 1ST ADDITION
LOT 6 & 7, BLOCK 3
PLAT No. 207
MONTGOMERY COUNTY, MARYLAND

POTOMAC VALLEY SURVEYS

20010 FISHER AVENUE, SUITE F
POOLESVILLE, MARYLAND
1-888-349-5090

From: Michael Silliman, Village Manager
To: Village Council
Subject: Village Manager's Report
Date: 10-19-23

Administration:

- Over the last month I have attended a professional development conference and met with the neighboring municipalities' managers several times. Section 3 and Chevy Chase View have looked to us as a model in renting their own office spaces and hiring additional staff members. I have learned a lot and hope to implement several things going forward. I will mention two items now:
 - (1) An annual fiscal year Village-wide report.
 - (2) An annual Council goal setting/strategic planning session.
- The audit is underway. We are expecting an update from the auditor and a list of additional items they need.
- Status update on the three Requests for Proposals (RFPs) for
 - (1) Fall leaf vacuuming – We received one bid from Rolling Acres. The pricing is the same as last year, so I recommend we finalize this contract tomorrow.
 - (2) Snow plowing – We received proposals from three interested providers. I will put together a recommendation by next month's Council meeting.
 - (3) Free composting (for every household in the Village that wants it) – We received bids from Compost Crew and Veteran Compost for consideration.

Maintenance:

- Curb and driveway apron repairs are happening today and tomorrow at 7223 Delfield, the entrance to the Brookville Market parking lot, and at 3521 Cummings.

Special Projects:

- Widening the dead-end of Quincy Street is underway. Let me confirm for everyone that the sidewalk will be replaced in the same location but lowered to curb height. The two parking spaces on the south side of the street will be maintained and an additional 3 and a half feet of clearance will be provided for emergency vehicles to be able to pass.
- Paula Goldberg, Ed Mulheron, and I met to inspect and finalize the list of trees to plant this fall. The tree order has been placed.
- Brookville Rd. Sidewalk: Traffic Engineer, Joe Cutro, conducted a traffic study and provided a recommendation to add a crosswalk at Bradley Lane across Brookville Road. Surveyor, Mike Witmer, has had some issues with the location data of the right of way monuments. He was back on-site last week gathering more data and should have a final report to me by next week.

Buildings:

- I have included the Building Administrator, Doug Lohmeyer's, report in the meeting packet.

- We have received and are reviewing a permit application and variance request for 3412 Taylor. We will schedule a public hearing shortly.
- The Developer of 151 Quincy has signed a Village Right-of-Way Agreement and applied for a county permit to connect the sump pump, currently discharging into the front yard to the County storm drain under Quincy Street. Thanks to the Council for all their attention and work related to this matter.
- We have issued a deck permit to 7219 Delfield.
- We are preparing to issue a permit for a small addition to 6709 Melville.



September 12, 2023

Villages of Martins Additions
7013-B Brookeville Road
Chevy Chase, MD 20815

Phone: 301-656-4112
Email: manager@martinsadditions.org

2023-2024 Leaf Cleanup, Street and Storm Drain Cleaning Proposal

Dear Sirs,

Thank you for the opportunity to present you ("Owner") with this proposal for Martins Additions. Rolling Acres Landscaping proposes to furnish all labor, materials and equipment to complete the following Project (hereinafter "Project"):

SCOPE OF WORK: LEAF, STREET & STORM DRAIN CLEANING

Option A: Leaf Cleanup, Street Cleaning and Storm Drain Cleaning throughout Villages of Martins Additions.

- Gather leaves throughout Villages of Martins Additions.
- The leaves will be transported to county site for dumping.
- Montgomery County will invoice Martins Addition's for dump fees
- All debris will be transported to county site for dumping.
- **4 visits throughout the year.**
- **2 Visits in November**
- **2 visits in December**

Total investment for Leaf, Street and Storm Drain Cleaning \$15,400.00 per time

If this line item is agreeable; please initial: _____

Initial: _____

Option B: Option A: PORTAL TO PORTAL: Leaf cleanup, Street Cleaning and Storm Drain Cleaning throughout Villages of Martins Additions.

- Gather leaves throughout Villages of Martins Additions.
- The leaves will be transported to county site for dumping.
- Montgomery County will invoice Martins Addition's for dump fees
- All debris will be transported to county site for dumping.
- **4 visits throughout the year.**
- **2 Visits in November**
- **2 visits in December**

\$57.00 per man hour

If this line item is agreeable; please initial: _____

We can now email most correspondence and accept VISA and MasterCard to save paper and stamps!
Send us an email to let us know what works best for you!

METHOD OF COMPENSATION: A 50% deposit of the Total Investment for Landscape ("Contract Price") will be due prior to any Project being scheduled to begin. 25% of the Contract Price will be due upon start of Project and the balance will be due upon completion of the Project. Delinquent accounts shall be subject to a service charge of two percent (2%) per month on any unpaid balance and such default shall automatically void any and all credits, guarantees and warranties. Owner agrees to pay all expenses associated with any collection proceedings, including Rolling Acres Landscaping's reasonable attorney's fees and costs.

NOTE: Permits are not included in the Scope of Work unless expressly stated otherwise. In the event that the Owner expressly requests that Rolling Acres Landscaping obtain permits, Rolling Acres Landscaping will use commercially reasonable efforts to obtain any permits required by Local, State or other Government agencies on behalf of the Owner, but cannot guarantee or otherwise certify that any such permits or approvals shall be obtained. The Owner agrees to pay all fees and related costs on a Time & Materials (T&M) basis or Contract Price to obtain permits or government approvals, irrespective of whether such permits or approvals are actually obtained.

NOTE: Please refer to the "CONCEALED CONDITIONS" clause in the Terms & Conditions portion of this contract.

NOTE: Prices are subject to change if contract is not accepted within 30 days.

NOTE: The Terms & Conditions pages attached are part of this Contract.

NOTE: Grading and soil are not included in Contract except where noted in the Scope of Work.

NOTE: All pricing subject to all portions of Contract being accepted in conjunction with one another and not individually.

NOTE: Rolling Acres Landscaping reserves the right to add a daily fuel surcharge to this Contract.

Initial: _____

Agreed To By: _____ Date: _____
Owner

****Please Note: Credit card payments will only be accepted within 15 days of invoice date. ****

Card #: _____ Expiration Date: _____

Thank you for your business!

Initial:

ROLLING ACRES LANDSCAPING, INC.

TERMS & CONDITIONS APPLYING TO THIS CONTRACT

WARRANTY: Rolling Acres Landscaping warrants new plant material for two (2) years, provided that the Owner provides reasonable care and maintenance (i.e., watering, trimming and any other reasonable maintenance) and any plant replaced or transplanted has no further warranty. **Rolling Acres Landscaping strongly recommends an IPM program for a minimum of two (2) years. Rolling Acres Landscaping can provide this service at an additional cost.** Transplanted plant material has no warranty. Any plant material installed at "No Charge" has no warranty or guarantee. Rolling Acres Landscaping is not responsible for losses due to drought, severe storms, severe winters or any other factors beyond our control (i.e., deer browsing or insect infestation). Plants in planters have no warranty. Groundcovers and perennials have no warranty. Rolling Acres Landscaping will provide watering during installation until completion. Rolling Acres Landscaping will do the initial watering at the time of planting. Owner is to provide water source and water. Any further watering necessary to keep the plant material in healthy condition will be the responsibility of the Owner following completion of the Project. Rolling Acres Landscaping will not be responsible for any ground settlement. Rolling Acres Landscaping is not responsible for existing irrigation systems, dog fencing, lighting, or systems installed by others contracted directly through the Owner. Under no circumstances, plant material which is harmed or succumbs to over- or under-watering will not be warranted or guaranteed. Some plants which may be covered under this Warranty may be irreplaceable due to the nature of specimen quality and/or mature specimens' individual characteristics. In this instance, it is Rolling Acres Landscaping's policy to credit one third (1/3) of the plant amount cost for said plant material toward future contract work. **It is understood and agreed that payment for all work will be paid in full within fifteen (15) days following the date of billing or the foregoing Warranty or any credit toward design fee will be voided.** Rolling Acres Landscaping makes no other warranties, express or implied, to Owner. Owner further agrees that no other express warranty or other written or verbal presentation has been made in relation to this transaction or otherwise forms any basis for the bargain between the parties, including any warranty of merchantability or fitness for a particular purpose.

DEFAULT: In the event that Owner fails to make payments or otherwise breaches or materially defaults upon the Owner obligations in this Contract, title to all materials supplied by Rolling Acres Landscaping shall be and remain the sole property of Rolling Acres Landscaping unless and until payment has been received pursuant to the Terms and Conditions of the Contract.

CANCELLATION: In the event that the Owner (or Rolling Acres Landscaping, if expressly requested and agreed to in the Scope of Work above) is unable to obtain any necessary permits or approvals, Rolling Acres Landscaping may elect to cancel this Contract upon five (5) business day's written notice to Owner. In the event of cancellation, Rolling Acres Landscaping's liability, if any, for such cancellation shall be limited to the return of any deposited funds less any actual costs incurred by Rolling Acres Landscaping for any equipment, materials or labor actually supplied on a Time and Materials basis.

Initial: _____

PLANT MATERIAL CHANGES AND CHANGE ORDERS: Changes in the Scope of Work, Contract Price, completion date, types and amount of plant material, or other matters may be accomplished after execution of the Contract without invalidating the Contract, by a written Change Order. The Change Order shall be in writing, signed by both Owner and a duly authorized representative of Rolling Acres Landscaping, and shall specify the change in the work, amount of any adjustment in the Contract Price, changes in plant material, and the extent of any adjustment as to the completion date. All charges will be billed at a Time & Materials (T&M) rate or Contract Price. No verbal or other amendments to the Contract will be effective unless the parties agree and execute a Change Order in writing as described herein.

DELAYS: Any Project and all orders may be subject to delays on the part of Rolling Acres Landscaping, due to inclement weather, labor difficulties, fires, floods, transportation issues, acts of God, government regulation, failure of suppliers', orders of civil or military authorities, national emergencies, other vendor or subcontractor delays, or any other causes beyond the reasonable control of Rolling Acres Landscaping. Rolling Acres Landscaping shall not be responsible or liable for any damages incurred or arising from any delays or circumstances beyond the reasonable control of Rolling Acres Landscaping.

UNDERGROUND UTILITIES: Rolling Acres Landscaping assumes the responsibility to contact Miss Utility prior to any digging, excavation, or other work involving the removal or addition of dirt, soil or other material. Utilities shall be requested to be marked prior to the projected start date. Markings are requested as paint and flags. Miss Utility shall be responsible for any markings and any damage, costs or expenses caused by any error or omission marking a utility. A minimum of seven (7) days notice is required by Miss Utility to have utilities marked. **Private utilities which cannot be marked by Miss Utility (i.e., dog fence, irrigation lines, outdoor lighting) fall under the CONCEALED CONDITIONS clause below.**

CONCEALED CONDITIONS: If conditions are encountered at a site which are (1) subsurface or otherwise concealed physical conditions of an unusual nature, and such conditions differ materially from those indicated by the Contract documents or (2) unknown physical conditions of an unusual nature, and such conditions differ materially from those indicated in the Contract documents and cause an increase in Rolling Acres Landscaping's costs or time required for performance of any part of the Scope of Work, the parties to the Contract shall be entitled to an equitable adjustment to the Contract Price, an extension to the Completion Date, or both, by Change Order.

SPECIAL CONDITIONS: Rolling Acres Landscaping will set trees/plants for approval by Owner or Landscape Architect on behalf of Owner. Any tree or plant that is moved after the initial placement will be billed on a Time & Materials (T&M) or Contract Price for all equipment, materials, and labor above original Contract Price. If Owner wants to plant specimen plants anywhere on site other than the original site, all work will be done on a T&M or Contract Price basis for all equipment, materials, and labor above original Contract Price. If Owner does not want plant material after the Contract has been signed, there will be a fifty percent (50%) credit of plant material cost given toward future work that has not been estimated or contracted for. Delivery of plant material will be billed at \$_____ for a small truck and \$_____ for a large truck above the contracted amount. Special equipment delivery cost: \$_____ each way for pickup and delivery of \$_____ round trip. Guarantee on specimen plant material will be a credit of one third (1/3) of the plant material cost credited toward future work that has not been estimated or contracted for.

Initial: _____

COMPLAINTS: Any complaints or claims to Rolling Acres Landscaping must be made, in writing, within five (5) days after the completion of any work. As a condition precedent to the filing of any legal action, the parties agree to provide written notice of any such complaint or claim within five (5) business days and provide the opposing party a reasonable time to cure any alleged defect, complaint or claim. Any Project which is cancelled after an agreement to start the work will be billed to the Owner on a Time & Materials (T&M) basis for all materials and labor accumulated up to the date of cancellation. In any dispute or controversy concerning the performance of or arising out of this Contract, each party agrees to submit such dispute or controversy to the exclusive jurisdiction and venue of the Circuit Court of Maryland for Montgomery County. In the event that such dispute or controversy does not reach the subject matter jurisdiction of the circuit court, each party agrees to submit any dispute or controversy concerning the performance of or arising out of this Contract to the District Court of Maryland for Montgomery County.

RIGHT OF READY ACCESS: The Owner accepts the responsibility for obtaining written permission for the use of adjoining properties for access to work areas. Rolling Acres Landscaping reserves the right to post a Rolling Acres Landscaping sign from acceptance of the design proposal through 60 days post completion of the job.

NON-SOLICITATION OF CONTRACTOR OR SUBCONTRACTOR'S EMPLOYEES: During and for two (2) years after the expiration of the term of this Contract, Owner shall neither solicit for employment nor employ any employee of Rolling Acres Landscaping or its subcontractors, without the prior written consent of Rolling Acres Landscaping or its subcontractor.

ASSIGNMENT: This Contract or portions hereof, shall be assignable by Rolling Acres Landscaping without the written consent of the other party, provided that no assignment shall be effective until written notice is provided in accordance with the terms and conditions of this Contract.

Permission is hereby granted for photographs and/or videos to be taken of the work performed by Rolling Acres Landscaping, and Rolling Acres Landscaping has the right to utilize such photographs and videos in its brochures, videos, slide shows, web site, and other promotional materials.

Work site to be rough graded +/- 1/4" from final grade. The site will be cleared of all debris (construction, miscellaneous, etc.).

NOTICE: Any written notice or Communication required hereunder shall be delivered by hand, by Federal Express or similar overnight courier service or sent by first class mail, certified or registered mail, return receipt requested, to any party hereto at its respective address set forth in the beginning of the Contract.

Signed: _____

Date: _____

Initial: _____

Michael Silliman
Village Manager
Village of Martin's Additions
7013 Brookville Road, Suite B (Second Floor)
Chevy Chase, MD 20815-3263

Dear Manager Silliman,

Compost Crew, Inc., A Benefit Corporation (hereafter referred to as "Compost Crew") welcomes the opportunity to respond to your request for proposals for "Food Waste Composting Services Village of Martin's Additions".

Compost Crew is based in Montgomery County and is uniquely qualified to assist Village of Martin's Additions in providing residential food scrap collection services. Our company has been working with neighboring communities to divert their food scraps for composting for years and we welcome the opportunity to expand Village of Martin's Additions discounted community program into a municipal program subsidized by the Village.

Compost Crew has provided food scrap collections services for residential customers for twelve years. Our company currently collects food scraps from over 14,000 area homes each week.

Compost Crew offers customers a choice of 7-gallon and 12-gallon bins for curbside collection. The bins are recommended for their capacity, mobility, and ease of cleaning. The bins are durable plastic and come with a latching lid that can be operated with one hand while effectively deterring unwanted wildlife.

The bins will be lined with BPI certified compostable liners. The liners aid in maintaining the cleanliness of the bins. Convenience and cleanliness makes food waste diversion more accessible for a larger percent of the population.

Compost Crew will perform curbside collection in the front of participating Village homes on a designated day each week. Currently residents of the Village who subscribe to our service receive collection on Wednesdays. Collection is performed by Compost Crew drivers that operate a fleet of 25 company owned vehicles. Our residential collection is done with Ford F-350 pickup trucks with customized water-tight beds for containing, transporting and tipping food waste for recycling into compost. These smaller vehicles are more efficient and quieter than traditional waste collection vehicles. The customized beds prevent spillage.

Compost Crew educates participants about the benefits of food waste diversion with regular blog posts on our website. These posts are promoted through social media. We address questions by regularly updating our FAQ page. To review these pages please visit <https://compostcrew.com/blog/> and <https://compostcrew.com/faq/>.

Compost Crew has a staff of over 60 people. Operations, route supervisors, dispatchers and of course drivers will all aid in the service of participating Village homes each week. However, there are two main project managers.

Alan Van Order is the Director of Business Development and focuses exclusively on municipal partners. Alan will be responsible for contracting and compliance with the terms of the agreement with the Village of Martin's Additions. Alan has managed customer relationships for over 20 years and has been with Compost Crew for over two years.

Jacquie Anderson is our Municipal Account Manager and manages the customer service for our municipal partnerships. Jacquie will be responsible for internal coordination of collections, customer service and communication and invoices. Jacquie also has years of experience in direct marketing and customer service. Jacquie has been with Compost Crew for over four years.

Compost Crew is willing to extend our floor rate of \$19.00 per month for weekly collection of 7-gallon bins. The fee for homes that choose the larger, 12-gallon bin is \$26.00 per month. The additional \$7.00 can be passed along to the residents who choose more capacity or billed to the Village.

There is a bin purchase and delivery fee for new customers. This is a one-time fee. The fee is \$20.00 for 7-gallon bins and \$35.00 for 12-gallon bins. Again, this fee can be paid by the Village or passed along to the resident. Many municipalities choose to make this one-time payment the responsibility of the resident. A small financial responsibility indicates buy-in by the resident and results in higher weekly participation and compliance with acceptable items.

Sign up for new residents takes place via the Compost Crew website. Once signed up, a password-protected customer account for the Compost Crew portal will be created. Compost Crew manages all customer communications including weekly reminders of collection and collection status reports. These emails are optional for each subscriber.

To illustrate the circularity of food waste diversion, Compost Crew can offer compost back to participating residents once a year in the Spring. The current options include one bag of one and a half cubic feet delivered to the resident, two bags collected from seasonal locations or three cubic feet of bulk compost at distribution sites. Subscribers opt-in to receive compost when they register and select the delivery method each year.

Compost Crew operates over a dozen municipal programs. Larger programs include DC, Alexandria and Montgomery County. References of similar size to the Village include the City of College Park and the Town of Garrett Park.

The City of College Park started a fully subsidized curbside program in November of 2022. The program has grown to 384 subscribers. Robert Marsili is the Director of Public Works for the City and Compost Crew's main contact. Robert can be reached at rmarsili@collegeparkmd.gov and (240) 623.6359.

The Town of Garrett Park started a fully subsidized curbside program in the early spring of 2023. The program has 70 participants. Kayla Buker is the Assistant Town Manager and Compost Crew's main contact. Kayla can be reached at kayla.buker@garrettparkmd.gov and (301) 933-7488.

Compost Crew acknowledges that should we be the successful proposer, we are required to execute affidavits of non-collusion, non-conviction, and non-suspension/disbarment and provide a written contract in a form approved by the Village. We must also be qualified and registered to do business in Maryland, and must be an equal opportunity employer.

We appreciate the opportunity to submit a proposal for the expansion of food waste diversion in the Village of Martin's Additions. If you have any questions about this proposal, please feel free to reach out to me, Alan Van Order, by emailing alan@compostcrew.com or by calling (202) 468-8021. I hope we have the opportunity to continue to work with you. Regards, Alan

Alan Van Order
Director of Business Development
Compost Crew

Updated Cost Proposal Based on Best and Final Offer Discussions

Veteran Compost DC would be happy to partner with the City of Martin's Additions to assist with their waste reduction goals through effective composting. Veteran Compost DC has been successfully providing residential and commercial composting service in the Washington DC Metropolitan Area, including Northern Virginia and Maryland areas for over 10 years and has over 2300 residential and commercial customers, circulating over 2000 compost collection bins in the DC Metro area.

About Veteran Compost DC

Veteran Compost DC is a nationally registered, Service Disabled, Veteran Owned Small Business and a DC registered Certified Veteran Owned Small Business. We have a hiring preference for Veterans and have a well-trained, dedicated staff of drivers and composters. This staff has an excellent on-time and customer support history.

VC DC has 14 full time employees, 4 part time employees, seven company owned collection vehicles, and a fleet of compost manufacturing equipment. VC DC currently operates a licensed and permitted composting facility in Fairfax County and partners with Veteran Compost for composting at their facility in Aberdeen, MD.

Veteran Compost DC is fully licensed and permitted to conduct compost operations in Virginia and Maryland, is managed by a two, Maryland Certified Compost Facility Operators and is overseen by one of the region's recognized subject matter experts for composting operations.

We operate and maintain our own composting facilities. This means that your compostables are guaranteed to be composted, we do not have to dispose of loads of compostables if the composting facility is closed or over its capacity. If one of our sites is over its capacity for the day we can easily shift your compostables to one of our other regional sites.

In Additions, we have the ability to sort through compostables at our facility to ensure the lowest contamination rate possible. We strive to ensure that each of your bins of compostables is composted to the fullest extent possible. Each of our facilities are open to and encourage customer visits so they can see where their food scraps are composted and see our process.

We own our vehicle fleet and rely only on employees. We do not lease equipment or rely on contractors or sub-contractors in any of our processes. In Additions to an average wage of \$17.36 per hour, our employees are offered performance bonuses, extra pay for special events and a company retirement plan. This means that all of our employees receive their full FICA and state mandated benefits and receive a living wage. As a result, we have very motivated employees that are happy to be working with you to meet your sustainability goals.

Our Bin Swap Options

We know that price is a determining factor, so we offer two levels of service: Complete bin swap service and Curbside bin cleaning service.

Complete Bin Swap Service

Once a week, one of our employee drivers will come to each home with freshly cleaned bins with new liners in them. This is a fresh, clean bin. Each of our bins are taken to one of our facilities, washed by hand in soapy water, rinsed twice, inspected for cleanliness and prepared for distribution.

Pick up your full bins from the designated locations, inspect bins for contamination and discuss any contamination with the City of Martin's Additions representative or the customer.

Take your food scraps to one of Veteran Compost's private, licensed, and permitted composting facilities; either in Fairfax County, Virginia or Aberdeen, MD where they will be added to our composting system, used by the farm on their pastures or fields or marketed by Veteran Compost.

We DO NOT rely on a municipal composting facility that could refuse a load based on contamination level, or reach a daily limit for food scrap compostables. All of the compostables we collect are composted, none are taken to a landfill or transfer station.

Veteran Compost DC will provide feedback as necessary to control contamination in the bin or to make recommendations for food savings, bin use or the number of bins needed daily.

Curbside Bin Cleaning Service

Once a week, one of our employee drivers will come to each home and collect the bags of compostable material from each customer. If necessary, the driver will wipe up any residue and clean the bin at the home location. We have found that if our liners are properly installed, they will capture most material before it impacts the cleanliness of the bin.

After the material is collected, the process will be the same for ensuring the material is composted.

Our Bins

For residential bin swap, we use the green, 7-Up series of bins from Busch Systems International. Please see the attached information sheet about our bins. We have used these bins for over 5 years and have had good success with them. The lids are easy to open, and when the handles are locked up they are resistant to pests.

Because we wash our bins by hand, they can be kept in a kitchen or other area inside a home. A majority of our clients keep their bins in their kitchen, washroom, mudroom or garage area.

Education and Training

Veteran Compost DC routinely conducts training events, presentations or seminars about the benefits of composting and composting best practices for our clients. We would be happy to arrange for a series of presentations for Martin's Additions. Normally these take about 10 minutes to conduct, plus 20-30 minutes for questions and answers.

In Additions, we would be happy to arrange for a town visit to our facility in Fairfax County, VA. That is where a majority of the food scraps from Martin's Additions will be composted. Customers would be welcome to see the composting area, watch the process and tour the rest of the farm so they can see their compostables in action.

Leakage/Spillage

Veteran Compost operates using the bin swap principle: We pick up a full bin, place it in the van and leave an empty, clean bin. In Additions, all of our bins come with a plastic liner that further reduces the chances of any sort of spill.

For the curbside cleanup, all of our bins are routinely inspected for serviceability, if a bin has developed a crack, it will be replaced at no charge.

Other Services We Provide

Veteran Compost DC can also offer pumpkin pick up and composting service and Christmas Tree pick up service.

For both of these services we will dispose of the pumpkins or trees in our composting facility, guaranteeing the material will be composted. We have an on-farm arborist that will grind up all trees prior to putting them into our composting system.

The prices for these are negotiable if our proposal is accepted.

In addition, we would offer a complimentary tour of our Arcadia facility (located near MT Vernon, VA). We can also offer complimentary soil and compost use classes for gardeners.

Compost Distribution

If the customer requests it, twice a year, VC DC will return a 25-pound bag of compost to each customer. This compost is guaranteed to be the product of their compostables processed in our system and bagged up on at one of our composting sites.

We DO NOT purchase pre-packaged compost from a third-party compost facility to distribute to our customers.

Customer Service

This project will be managed by the owner of the company, Fritz Gottschalk. I have been running the DC Residential and Commercial branches of the business for over 7 years.

Veteran Compost DC has an outstanding customer service reputation, we have a professional customer service staff that is responsive to any sort of issue that arises. All of our vans are tracked via GPS and we can easily provide customers with information about the timing of their bin swap.

In the case of a missed swap, we have staff that is available to swap the bins in the next 24-48 hours, traditionally we are within 24 hours.

In Additions, we send each customer a weekly bin swap reminder that has composting tips and information, as well as information about our partner farm, Whitehall Farm in Clifton, VA.

Pricing

Complete Bin Swap Pricing

- 1-25 small bin customers = \$25 per bin per month
- 25-100 small bin customers = \$24 per bin per month
- Over 200 small bin customers = \$22 per bin per month

Curbside Bin Clean Pricing

- 1-25 small bin customers = \$17 per bin per month
- 25-100 small bin customers = \$16 per bin per month
- Over 200 small bin customers = \$15 per bin per month

Although our pricing seems higher than our competitors, it represents the true cost of composting: Our employee wages and benefits exceed the industry standard and allow us to keep satisfied employees in the company. We carry the full range of Worker's Compensation and Paid Family Leave insurances for our employees (as mandated by DC). In Additions, we operate our own composting facilities to ensure that we have a 24-hour, 7-day composting capability.

References

Pamela Hess (Coordinator, Arcadia Farms)
pam@arcadiafood.com

Ciy of Oakmont (City of Oakmont, a similar community that asked us to run a composting program for them)
secretary@townofoakmont.org

More references available upon request

Point of Contact and Project Manager Contact information:

Fritz Gottschalk, Veteran Compost DC

(910) 978-4311

Fritz@veterancompost.com

Appendix B

Non-Collusion Affidavit

I hereby affirm that:

I am the Chief of Marketing and duly authorized representative of the firm of Veteran Compost/VCJT LLC whose address is 328 Bush Chapel RD, Aberdeen, MD 21001 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I further affirm:

1. I am fully informed respecting the preparation and contents of the attached bid or and all of the pertinent circumstances respecting such bid:

2. Such bid is genuine and is not a collusive or sham bid:

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interests, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Martin's Additions or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

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

Name of Business Entity: Veteran Compost/VCJT LLC

Signature and Title:  Chief of Marketing

Printed Name: Frederick C. Gottschalk

Date: October 4, 2023

Appendix C

Affidavit of Non-Conviction

I hereby affirm that:

I am the Chief of Marketing and duly authorized representative of the firm of Veteran Compost/VCJT LLC whose address is 328 Bush Chapel RD, Aberdeen, MD 21001 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I further affirm:

1. Except as described in paragraph 2 below, neither I nor the above business entity, nor to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the State, including any bi-county or multi-county entity) has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following: (1) bribery, attempted bribery, or conspiracy to bribe; (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (4) a criminal violation of an anti-trust statute; (5) a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract; (6) a violation of State Finance and Procurement Article of the Annotated Code of Maryland; or (7) conspiracy to commit any of the foregoing;

B. pled *nolo contendere* to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph;

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph;

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

NONE

3. I further affirm that neither I nor the above business entity shall knowingly enter into such a contract with the Village of Martin's Additions under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and

Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property or construction.

I acknowledge that this affidavit is given pursuant to Maryland Code, Finance and Procurement Article, Section 16-311. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Village of Martin's Additions may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Village of Martin's Additions.

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

Name of Business Entity: Veteran Compost/VCJT LLC

Signature and Title:  Chief of Marketing

Printed Name: Frederick C. Gottschalk

Date: October 4, 2023

TO: The Council at the Village of Martin's Additions

FROM: Doug Lohmeyer

DATE OF MEMO: Oct. 16, 2023

SUBJECT: Building Administrator's Report

3506 Bradley La.

The County has closed their permit and the Village was ready to close theirs. However, the contractor has recently added a parking space in the front yard, next to the driveway. The staff has requested a revised Site Plan and a non-vegetative analysis.

3508 Bradley La.

The property owner has submitted a building permit application to add a two story addition at the rear of the ex. house. The Village issued the permits on Nov. 25, 2022. Work has begun.

3417 Cummings La.

The owner submitted an application to demolish the existing house and to construct a new home on Nov. 22, 2022. The property is two lots, 6 and 7, recorded in 1919. The resident information meeting was held on Tuesday, Mar. 14th. The MCDPS issued their permits and the Village permit was issued on May 30, 2023. The two SWM planter boxes are an issue.

3419 Cummings La.

The owner submitted an application to demolish the existing house and to construct a new home on Nov. 22, 2022. The property is two lots, 6 and 7, recorded in 1919. The resident information meeting was held on Tuesday, Mar. 14th. The MCDPS issued their permits and the Village issued their permits on May 11, 2023. The SWM planter box is an issue. The plans have been revised to modify the front porch roof.

7219 Delfield St.

The property owner has submitted an application to replace the existing deck at the rear of the house and to add an additional section of decking with stairs. The Village permit was issued on Oct.11, 2023.

6709 Melville Pl.

The property owner has submitted an application to enclose a portion of the existing screened porch at the left, rear of the house. The MCDPS issued their building permit on Sept. 29, 2023. The Village is in the process of issuing the building permit.

203 Oxford St.

The applicant has submitted an application to add a two story addition and a deck at the rear of the house. The Village issued the building permit on May 23, 2023. A residents information meeting was not required, since the proposed addition is under 500 S.F. The staff has reviewed the Wall Check and the setbacks complies with the approved Site Plan.

151 Quincy St.

The property owner submitted a building permit application to remove the ex. house and to construct a new house. The Village issued the permits on Nov. 23, 2022. The old house has been removed and the new house construction is underway. The MCDPS permit is still open.

162 Quincy St.

The new homeowner is making interior improvements to the existing house and has said the existing house footprint will not increase. The homeowner has built a 10 inch high retaining wall along the front of the property on Quincy, next to the public sidewalk. A Village right of way license agreement has been prepared and is pending signatures.

3500 Raymond St.

The property owner has applied for a Village permit to make several additions to the existing house. The Village issued their permits on Jan. 6, 2023. The work is ongoing. The Wall Check survey indicates the addition complies with the Village setbacks. The architect submitted a new roof study, which indicated the new roof is at the same elevation as the old roof.

3504 Shepherd St.

The homeowner plans to construct an addition at the rear of the ex. house. The Village issued their permits on Dec. 8, 2022. MCDPS has closed their building permit and the Village staff is in the process of closing the Village permit.

3412 Taylor St.

The homeowner has submitted plans to enclose and remove the existing below street garage and to remove and raise the driveway, so it will slope towards the street and away from the house. The staff met with the owners and their architect and discussed the proposed revisions and the process. The property owner submitted to MCDPS on August 26, 2023, but has not submitted to the Village.

3502 Taylor St.

The property owner submitted an application to construct a two story addition at the rear of the house and to make interior improvements. The Village permit was issued on May 24, 2023.

3508 Taylor St.

The property owner began construction of an addition at the rear of the house without obtaining County or Village permits. A Village “Stop Work Order” has been issued and construction has stopped. The property owner has not applied for a permit from MCDPS or the Village.

3409 Thornapple St.

The property owner has applied for a permit to add a deck at the rear of the house. That permit has been issued. They also propose to add an additional parking place in the front yard. The staff has requested a non-vegetative analysis for the proposed parking space.

Council Meeting Minutes – September 21, 2023

VIA ZOOM CONFERENCE CALL AND IN-PERSON

Council Members Present: Andrew Kauders; Susan Fattig; Arthur Alexander; Katie Howard

Other Attendees: Village Manager: Michael Silliman; Village Attorney Ron Bolt; Marty Langelan; Keith Allen; Lorie Mitchell; Rajul Pandya-Lorch; John Sharrow; Sally Maran; Hiromi Maruyama; Doug Grob; Peter Kahn; Susan Kahn.

7:30 PM Call to Order: Alexander

Opportunity for Council to Hear Residents' Comments

Peter Kahn commented on the ethics related agenda item.

Susan Kahn commented on the Charter Amendment to clarify a qualified voter and the definition of “permanent abode.” Susan also commented on the ethics agenda item for this meeting.

Marty Langelan also commented that there is no reason to revisit the ethics ordinance. Marty also commented on the Village elections and said that this year’s committee is looking forward to getting started and plans to use the 2023 regulations as a baseline.

Doug Grob commented on the development at 3417 and 3419 Cummings and asked if the plans will be shared prior to a future public hearing on the bio retention boxes. The answer was yes, the plans will be made available. Doug further asked for clarification related to the building lot coverage and the back decks. Ron Bolt provided an explanation.

7:51 PM Manager’s Report: Silliman

Village Manager Michael Silliman delivered his report.

Keith Allen delivered a weather report.

8:02 PM Approve August 17 Meeting Minutes

Susan moved to approve the minutes. Arthur seconded. The minutes passed unanimously.

Approve August 31 Meeting Minutes

Arthur moved to approve the minutes. Susan seconded. The minutes passed unanimously.

8:03 PM Discussion of FY24 Committees

Arthur provided an update. All committee appointments have been made.

8:07 PM Discussion of Annual Survey

Arthur has shared a draft with the Council and is asking for edits administrative. The goal is to get this survey out in mid-October.

8:09 PM Public forum and possible adoption of Charter Amendment 2023-1 to amend section 301 of the Village of Martin's Additions Charter to amend the definition of a "Qualified Voter."

Ron Bolt explained that the language of this Charter Amendment includes common legal terms based on case law but suggested that further explanation, in ordinary terms, can be in the election rules and policy.

Susan moved to adopt Charter Amendment 2023-1. Arthur seconded. This passed unanimously.

8:17 PM Discussion and Possible Introduction of Ordinance 2023-9-1. Ordinance to Amend the Ethics Ordinance to Expand the Definition of "Official" to Include Members of All Committees and Ad Hoc Committees Appointed by the Council.

Andrew Kauders moved to introduce ordinance 2023-9-1. Susan seconded. This was introduced by a three to one vote, with Katie Howard opposed.

8:24 PM Treasurer's Report

Treasurer Jeff Blander is out, so Arthur Alexander delivered the treasurer's report.

8:24PM Opportunity for Council to Hear Residents' Comments

Keith Allen commented that the weather might cancel soccer games and the like this weekend.

Hiromi Maruyama commented about the 3419 Cummings construction project and the rear decks.

Doug Grob also commented on the rear decks at 3419 Cummings and the interpretation of the building code and the intention of that code.

Marty Langelan commented that the Council should consider closing this building code loophole that allows a two-story deck but not a one-story deck with a roof.

Susan Kahn commented that maybe these building related issues would be something that new storm water committee could investigate.

Katie Howard brought a question to the Council about if we could provide an ice cream truck for the first day of school or share an ice cream truck with Section 3.

Susan moved to close the open meeting and to go into closed session. Andrew seconded. This was unanimous.

Council Meeting Minutes – October 5, 2023

VIA ZOOM CONFERENCE CALL AND IN-PERSON

Council Members Present: Andrew Kauders; Susan Fattig; Arthur Alexander; Katie Howard; Jeff Blander

Other Attendees: Village Manager: Michael Silliman; Village Attorney: Ron Bolt

7:30 PM Call to Order: Alexander

Closed Session.

While in open session, Susan moved and Andrew seconded to enter closed session pursuant to the Open Meetings Act, General Provisions Article, Section 3-305(b)(7) to obtain legal advice from counsel regarding interpretation of the Village building code and an enforcement matter. This was unanimous.

No action was taken.

Adjournment was unanimous.

Monthly Outline of VMA Fiscal Year Admin Calendar

July

- New Council takes office – complete oaths and Conflict of Interest Forms
- Council appoints officers
- Solicit resident volunteers for committees, tree supervisor, and task forces
- July 4th Celebration

August

- Continue to solicit resident volunteers
- Movie Night #1
- Summer Recess for Council (no formal open Council meeting anticipated)
- Sign-up for VMA fall tree planting program

September

- Start VMA Audit
- Movie Night #2 (Labor Day weekend)
- Annual Survey Draft
- Appoint Volunteers
- Host Volunteer Orientation Session

October

- VMA Annual Audit completion (by Oct 31st)
- Annual Survey
- Halloween Party/Parade

November

- Review VMA Audit Findings (Public Forum Session during council meeting)

December

- Election Plan Introduction
- Share Annual Survey Results
- Collect Donations for Waste Management Crew Members
- Winter Holidays Community Celebration

January

- Annual Council Goal Setting/Strategic Planning Session
- Election Plan Adoption

February

- Draft Budget for new fiscal year

March

- Introduction of Budget Ordinance and Accompanying Resolutions
- Community Brunch Event

April

- Election Candidate Forum

May

- Election Day and Sidewalk Celebration
- Announcement of Election Results
- Adoption of Budget Ordinance and Accompanying Resolutions

June

- Volunteer Celebration
- New Council Orientation

**Village of Martins Additions
Financial Report for October 2023
Jeffrey Blander Treasurer
Thursday October 19th, 2023**

	Sept 2023 Actual	Sept 2023 Budgeted	Under/Over Budgeted	YTD Actual	YTD Budgeted	Under/Over Budgeted	Annual Budgeted
Total Income	\$ 32,193	\$ 80,533	(\$ 48,340)	\$137,460	\$241,600	(\$104,140)	\$ 966,400.00
Total Expenses	\$ 66,669	\$ 75,433	(\$ 8,764)	\$212,802	\$226,300	(\$ 13,498)	\$ 905,200.00
Net Income	(\$ 34,476)	\$ 5,100	(\$ 29,376)	(\$ 75,342)	\$15,300	(\$ 60,042)	\$ 61,200.00

- Income includes revenue from permit fees, country revenue sharing, income tax, property tax, and interest.
- Expenses include those from general government (printing, insurance, office lease, telephones, etc.), salaries and benefits, professional fees (accounting, legal, permitting, etc.), streets (lighting and maintenance), waste and recycling, other (tree maintenance, community events, etc.)
- Does not include ARPA funds

Investment reserves (Walkability, streets, other)	\$1,500,000
Emergency reserves	\$1,000,000

Current assets less reserves shown above:	\$ 2,871,642
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In September, we transferred \$110,000 from our interest-earning savings account at Maryland Local Government Investment Pool (MLGIP) to the checking account at Truist Bank.

In the first quarter of the fiscal year, there are no significant surprises. Legal fees are noted as higher than expected for this point in the year (Actual \$34,123 versus Budget \$13,740). However, given increased consultations specific to water management and permitting with the county and other stakeholders, not unexpected. As income and property tax revenues typically accrue in tranches during the year, it is not unexpected to have a shortfall of actual versus budgeted net income during Q1 of the fiscal year.

There are two capital projects underway (Widening Quincy and the Brookville Sidewalk), however expenses have not been incurred or paid as of this month's report.

Village of Martin's Additions Detailed Profit and Loss Report

July - September, 2023 (Q1)

Income	Total
4000 Revenue	
4010 Permit Fees	\$ 150.00
4020 Cable TV Franchise Fees	\$ 2,774.35
4040 County Revenue Sharing	\$ 54,285.00
4050 Highway Users Fees	\$ 7,383.19
4060 Income Tax	\$ 2,897.61
4090 Real Property Tax	\$ 3,388.84
4110 Interest	\$ 66,580.76
Total 4000 Revenue	\$ 137,459.75
Total Income	\$ 137,459.75
Expenses	
5000 General Government	
5010 Office Expenses	\$ 3,602.03
5030 Insurance	\$ 2,318.00
5040 Printing & Mailing	\$ 230.00
5050 Dues & Subscriptions/Conference	\$ 6,928.17
5060 Office Lease	\$ 7,419.99
5065 Telephone	\$ 1,029.30
5070 IT	\$ 3,108.97
Total 5000 General Government	\$ 24,636.46
5100 Salaries & Benefits	
5110 Managerial & Office Salaries	\$ 36,211.39
5120 Payroll Taxes & Benefits	\$ 2,787.49
5130 Police salaries	\$ 7,800.00
5135 Police Payroll taxes	\$ 597.76
Total 5100 Salaries & Benefits	\$ 47,396.64
5200 Professional Fees	
5210 Accounting & Auditing	\$ 1,221.75
5220 Building & Permitting	\$ 19,290.00
5230 Legal	\$ 34,123.40
5244 Traffic Engineering	\$ 1,442.00
Total 5200 Professional Fees	\$ 56,077.15
5300 Streets	
5305 Streets - General	
5310 Street Lighting - PEPCO	\$ 1,171.72
5324 Street Maintenance - Other	\$ 6,457.40
Total 5305 Streets - General	\$ 7,629.12
Total 5300 Streets	\$ 7,629.12
5400 Waste & Recycling	
5410 Waste Collection & Recycling	\$ 36,771.58
5425 Recycling Bins	\$ 165.93
Total 5400 Waste & Recycling	\$ 36,937.51
5500 Other	
5510 Tree Maintenance	\$ 16,262.25
5518 Right-of-Way Landscaping	\$ 3,417.70
5520 Community Events	\$ 20,445.48
Total 5500 Other	\$ 40,125.43
Total Expenses	\$ 212,802.31
Net Operating Income	\$ (75,342.56)
Net Income	\$ (75,342.56)

High level Recap of Monthly Reports and Annual Audit Obligations:

- The Maryland Code, Local Gov't Art., Sec. 16-306 requires the Village to file annual audits with the Department of Legislative Services.
- Per the VMA Charter, Sec. 403(c) "... The Treasurer shall keep accurate records of all financial transactions involving funds or assets belonging to Martin's Additions."
- Per Sec. 704, "The financial books and accounts of Martin's Additions shall be audited annually in a manner determined by the Council but not contrary to applicable State law."
- The monthly reports are not required, and no formal action is required on a monthly basis. The monthly report is traditionally "accepted" for informational purposes.
- The monthly presentation is generally done as part of the fiduciary duty to oversee the Village's operations.
- This allows the Council to continuously gauge the financial position of the Village, which may lead to other actions and which guides day-to-day decisions.

Process for Monthly reconciling VMA accounts and Production of the Monthly Treasurer's Report

- The first week of every month, VMA staff prepares documents to send our Accountant including the MLGIP statement, Truist statement, payroll reports, revenue explanations and documentation, and other expenses documentation.
- The accountant reconciles VMA accounts and "closes the books" for the month by reviewing information inputted into QuickBooks by VMA Staff to verify that all income and expenses are documented correctly using the appropriate account codes.
- Once the books are "closed" by the VMA accountant, three reports are generated by the VMA Office staff to help produce the VMA Treasurer Report included into the meeting packet. The three reports generated from QuickBooks each month include: a) Balance Sheet (this fiscal year to last month), b) General Ledger (this fiscal year to last month), c) Budget vs. Actual (this fiscal year to last month)

Near-term follow-up activities

- On-going training, mentorship, and transfer of duties
- Work with VMA Staff, auditors, and accountants to complete annual audit (due by Oct. 31st 2023).
- Follow-up with the Village auditor and accountant on recommendations to formatting and changes, particularly any suggestions on the format of the monthly reports and/or how to make the annual audits more efficient.
- On-going outreach and review different monthly reports from nearby municipalities. Compare formats and types of analysis, thresholds, or financial "health" indicators/ratios used. For example: level of details specific to budget vs. actual and balance sheet.
- Consider current contractor scope of work and ways to strengthen independent review of monthly treasurer report