

BILLING AND PAYMENT POLICIES

EPR, P.C. will submit an invoice to the Town of Irvington after completing updates to the draft Comprehensive Plan to address comments from the Department of Environmental Quality (DEQ). The billing is based on addressing the specific DEQ comments.

On September 26, a representative from DEQ requested that the town include: a map depicting Chesapeake Bay Preservation Areas (RPAs, RMAs); a map depicting floodplains, wetlands, steep slopes, soils, and other physical characteristics that may limit development, including soils that are not suitable for septic tanks; a map depicting aquatic resources, including possible locations of commercial and recreational fisheries – aquaculture, working waterfronts, etc.; a map depicting areas of shoreline and streambank erosion – known or observed areas; a map depicting existing and potential pollution sources – known or observed sources; a map depicting public and private waterfront access sites - show marinas, the Tide's Inn, Rappahannock River Yacht Club, Gaskins Landing, etc.; and other additional information and policies. This work also includes coordination with DEQ staff.

The total time is 14 hours, and EPR, P.C.'s Planner Rate is \$90/hour. Under this agreement, **EPR, P.C. will invoice the Town of Irvington no more than \$1,260.00 for the tasks described in this paragraph.**

Additional requested services will only be provided as agreed to in writing by the Client and EPR, P.C. Additional requested services outside of preparations and facilitation of the three sessions shall be provided hourly at the Planner Rate of \$90/hour.

MISCELLANEOUS PROVISIONS

- 1 This contract is governed by the laws of the Commonwealth of Virginia.
- 2 Clients payment to EPR, P.C. is not dependent on any precedent actions such as periodic bank draws, or receipt of monies from other parties.
- 3 This contract is the entire and integrated agreement between Client and EPR, P.C. and supersedes all prior negotiations, statements, or agreements, either written or oral. The parties may amend this contract only by a written instrument signed by both Client and EPR, P.C.
- 4 In the event that any term or provision of this contract is found to be unenforceable or invalid for any reason, the remainder of this contract shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- 5 The client reserves the right to issue a stop work order on this contract at any time; however, the order must be in writing, and the client is obligated to pay EPR, P.C. for all work performed and associated other direct costs expended up to and including the date of the stop work order. In addition to a written order, the client shall notify EPR, P.C. by telephone or e-mail on the day the written order is issued.



CLOSURE

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please execute the contract agreement at your convenience. Receipt of the executed agreement will be our Notice to Proceed.

EPR appreciates this opportunity to be of service to you. If you have any questions regarding this information or the attachment, please feel free to contact me.

Very truly yours, EPR
P.C.

Lynette Wuensch, P.E., CFM, RS President
EPR,PC

Agreed to this 3 day of October, 2024

Terms agreed to, and work authorized by (print and sign): _____

Title: Town of Irvington, Mayor