



**MINUTES OF THE  
TOWN COUNCIL MEETING  
DECEMBER 16, 2021**

- I.** Patrick J. Mahoney, Mayor, called the meeting to order at 7:00 p.m. In attendance were Dr. Valerie Beaudin, Margaret P. Hartman, Lawrence P. Jaworski, Gregory J. Morris, and Keith L. Pardieck, Council Members, Holly K. Wahl, Town Administrator, Sharon L. Humm, Town Clerk, Todd Pounds, Town Attorney, James Berry, Public Works Manager, Connie O'Dell, Code Enforcement Officer, Wayne Newton, Acting Town Engineer, Jon Castro, WRTP Manager, and Lieutenant Hollinger. Absent were L. Charles Fink, Council Member and Dale Clark, Town Treasurer.

- II. Pledge of Allegiance.** The Mayor led the Pledge of Allegiance.

The Mayor called for a moment of silence for the unfortunate passing of 16-year-old Cody Blackwell due to an automobile accident. He also asks to remember all the young people who have passed this year due to opioid abuse.

- III. Approve the Agenda.**

**MOTION:** Councilman Jaworski moved to approve the agenda.  
Seconded by Councilwoman Hartman, all in favor.

- IV. Public comment on any item on the agenda.** None received.

- V. Approval of the minutes of the November 18, 2021 Town Council Vacancy Work Session.**

**MOTION:** Councilman Morris moved to approve the minutes of the November 18, 2021 Town Council vacancy work session. Seconded by Councilwoman Hartman, all in favor.

**Approval of the minutes of the November 18, 2021 Town Council Meeting.**

**MOTION:** Councilman Jaworski moved to approve the minutes of the November 18, 2021 Town Council meeting. Seconded by Councilman Pardieck, all in favor.

- VI. Petitions and Communications –**

- A. Special Presentation – 2021 Barbara “Jo” Finch Brightest Beacon on the Bay Awards.** Mrs. Wahl presented a short power point presentation displaying all the award winners' homes.
- B. Richard Burch** – Candidate for Zoning Board of Appeals – Mr. Burch was available to introduce himself and answer questions from the Council.

- C. **Town Administrator's Report** – Mrs. Wahl submitted the attached written report. Mrs. Wahl took the opportunity to acknowledge and congratulate two Town staff members on their retirement. Congratulations and thank you to Ms. Van Wagner, General Manager of the Water Park, and Jimmy Dickerson of the Water Reclamation Treatment Plant for their years of service to the Town. Mrs. Wahl gave an update to the Council on the public hearing held on the Highlands special tax district.
- D. **Public Works Report** – Mr. Berry submitted the attached written report and was present to address questions from the Council.
- E. **Water Reclamation Treatment Plant Report** – Mr. Castro submitted the attached written report and was present to address Council. Mr. Castro briefed the Council on the December 8<sup>th</sup> third-party electric inspection on the Bus Bars and addressed Councilwoman Hartman's concerns regarding the alarm calls this month.
- F. **Code Enforcement Report** – Mrs. O'Dell submitted the attached written report and was present to address the Council.
- G. **Town Treasurer's Report** – No report.
- H. **Town Engineer Report** – Mr. Newton submitted the attached written report and gave an update to the Council on several report items.
- I. **Deputy's Report** – Lieutenant Hollinger submitted the attached written report and was present to address the Council.
- J. **North Beach Volunteer Fire Department** – The attached written report was submitted. Councilman Jaworski commented Santa is making his way through Town tonight and Christmas trees are still available for purchase. Also, pictures of the ongoing construction of a new engine 12 can be viewed on the NBVFD website.
- K. **Mayor' Report** – The Mayor reported he was honored to go to Beach Elementary School and judge their 1<sup>st</sup> annual "Christmas Door Decorating Contest" with the theme being, "Kindness." The children did an amazing job! He wished everyone a Merry Christmas and a Happy and Healthy New Year!

**VII. Resolutions & Ordinances:**

**VIII. Report of Officers, Boards and Committees:**

- A. **Planning & Zoning Commission** – Mr. Brown submitted the attached written report and was present to address the Council.
- B. **Board of Appeals** – No hearing held.

- C. **Chesapeake Beach Oyster Cultivation Society** – Mr. Bacon submitted, and was present, to give the attached written report.
- D. **Climate Change Advisory Committee** – Councilman Jaworski reported work is proceeding on the Town's flooding and sea level rise study being funded by a grant of \$75,000 from Maryland DNR. The Flood and Sea Level Rise study group is working on a way to share mapping and flooding information with town residents and local businesses along with establishing a steering committee to guide these efforts. Mr. Jaworski participated in the first ever climate change professional summit on December 8<sup>th</sup> & 9<sup>th</sup> discussing ways to advance climate-change issues and integrate these issues into our daily lives.
- E. **Economic Development Committee** – Councilman Jaworski reported Calvert County Economic Development Advisory Commission had a meeting December 8<sup>th</sup> discussing future economic development initiatives. There are three (3) vacancies on the Commission if anyone would be interested in serving. The Town welcomes Baia Coastal Italian Kitchen and Wine Bar to town (former Mamma Lucia site), scheduled to open in the Spring of 2022. Mr. Jaworski plans to attend the Maryland Economic Development Association meeting and the Maryland Chamber of Commerce meeting, both in January.
- F. **Green Team Committee** – Councilwoman Beaudin reported a meeting was held December 9<sup>th</sup>. Several Team members submitted comments to the Planning Commission on the comprehensive plan and the Team discussed ideas they are looking to pursue. Two Spring events coming up; 1) March 5<sup>th</sup>, Sam Droege, wildlife biologist, discussion on native bees/pollinators and 2) the dedication of the Town Hall Bridge Buffer Garden with date not yet determined. The Team's next meeting is January 27, 2022 at Town Hall.
- G. **Kellam's Revitalization Committee** – No report this month.
- H. **Twin Beaches Opioid Abuse Awareness Coalition** – Councilman Pardieck reported the committee met on December 7<sup>th</sup> with discussion of two main events being coordinated for 2022. The Health Fair, possibly late April/early May, and a 5K, in coordination with the County, in early Spring. On another note, though this is the season of cheer, it can also be a hard and mentally stressful time for others. There are, however, services out there that can assist and help those that need it and encouraged folks to reach out.
- I. **Walkable Community Advisory Group** – Councilwoman Hartman reported the Group had a meeting and discussed several items such as the walking paths, pocket park, and having another go at getting a sidewalk put in between Seagate and Horizons.

IX. **Unfinished Business:** None.

X. **New Business:**

1. Council to consider the re-appointment of Cindy Greengold to the Planning & Zoning Commission.

**MOTION:** Councilwoman Beaudin moved to approve the re-appointment of Cindy Greengold to the Planning & Zoning Commission. Seconded by Councilman Pardieck, all in favor.

2. Council to consider the appointment of Richard Burch to the Zoning Board of Appeals.

**MOTION:** Councilwoman Beaudin moved to approve the appointment of Richard Burch to the Zoning Board of Appeals. Seconded by Councilwoman Hartman, all in favor.

3. Town Council to consider awarding a purchase to IMACS in the amount of \$12,335.65 for the purchase of a power monitor at the Water Reclamation Treatment Plant.

**MOTION:** Councilman Jaworski moved to award a purchase of a power monitor to IMACS in the amount of \$12,335.65. Seconded by Councilwoman Hartman, all in favor.

4. Town Council to consider awarding a contract to Hach Inc. for the installation of a flow meter to monitor Town flow under a sixty-month (60) lease agreement, with twenty-four-month (24) renewal periods for a total cost of \$39,700. The lease can be terminated if meter performance is not what is expected by the Town. The FY22 cost is \$5,950.00 and would come from the Town Utility Fund and will not be billed to the Partners.

**MOTION:** Councilwoman Beaudin moved to approve awarding a contract to Hach, Inc. for the installation of a flow meter. Seconded by Councilman Jaworski, all in favor.

**XI. Public comment was received by:** None received.

**XII. Council Lightning Round:**

1. Ms. Hartman wished everyone a happy holiday and invited her colleagues to join her in a festive evening of fellowship and good cheer.
2. Mr. Pardieck commented it has been a tough 2021 for a lot of folks. He wished everyone a Merry Christmas and a safe and happy holiday season.
3. Mr. Morris reiterated his earlier comment on the importance of completing the Comprehensive Plan as the expiration of the moratorium approaches. He wished everyone a happy 2022.
4. Mr. Jaworski noted the passing of former Maryland State Senator Bernie Fowler on December 12<sup>th</sup>. He wished everyone a happy holiday and best wishes for a happy and hopefully, Covid adjusted, new year.
5. Dr. Beaudin thanked everyone that participated in the Brightest Beacon on the Bay and stated how much the Town will miss Ms. VanWagner and Mr. Dickerson and thanked them for the great job they did. Dr. Beaudin concurred with Mr. Morris' comments on the importance of completing the Comprehensive Plan and wished everyone a Merry Christmas.



**XIII. Adjournment**

There being no further comments, the meeting adjourned at 8:12 pm on a motion by Councilwoman Beaudin. Seconded by Councilman Jaworski, all in favor.

Submitted by,



Sharon L. Humm,  
Town Clerk



## Town Administrators Report – December 2021

### I. PLAN CHESAPEAKE BEACH:

The Planning Commission released the [Official Public Hearing Draft](#) for public review and comment. A **Public Hearing was held on November 9<sup>th</sup> at 7:00 PM.** Please visit [planchesapeakebeachmd.gov](http://planchesapeakebeachmd.gov) for further information and access to comments received.

### II. FEDERAL DREDGE PREPARATION:

The dredge containment rehabilitation project is completed with an estimated 41,165 CY of material removed from the site in preparation for the federal dredge.

This project was possible through grant funding from the Maryland Department of Natural Resources (DNR) Waterway Improvement Funds in the amount of \$250,000. Additional funds were requested of Maryland Department of Natural Resources (DNR) and granted by DNR in the amount of \$601,520, totaling funding available to the Town in the amount of \$851,520.

Army Corp of Engineers Update: The Army Corp of Engineers plans to put the project out to bid in February of 2022, award the project in the spring and have the work completed by August. The work will include the jetty wall and dredging.

### III. RICHFIELD STATION WATER TOWER:



The Richfield Station water tower repairs continue with branding planned on both sides of the tower, as shown. The contractor is finalizing the cleaning of the tower and is expected to start painting soon, pending weather.



## Town Administrators Report – December 2021

### IV. HIGHLANDS SPECIAL TAX DISTRICT:

**Highlands Public Sewer Connectivity Hearing:** The Town Council and the Board of County Commissioners of Calvert County entered a Memorandum of Understanding (MOU) in response to the Highlands Homeowners Association petition for a special tax district to establish public sewer connectivity. The Board of County Commissioners of Calvert County will hold a public hearing on Tuesday, December 14, 2021 at 7:00 p.m. at the Northeast Community Center, 4075 Gordon Stinnett Avenue, Chesapeake Beach, Maryland 20732, for the purpose of receiving testimony from the public on the Petition of Highlands Homeowners Association, Inc. (HHOA) to establish a new Special Taxing District beginning Fiscal Year 2023. To view the public notice please click [here](#).

### V. TOWN ASSETS:

- **Recreation Management:** The Town issued a press release regarding updates related to the management of recreations within the Town. The press release can be viewed by clicking [here](#).

Thank you to Marilyn VanWagner on her (12) seasons as the Water Park General Manager and congratulations on her retirement.

We welcome Carla Richard, Town resident and current Town employee, to the role of Operations Manager providing daily oversight to Town recreation and amenities.

- **Bayfront Park:** Bayfront park remains closed to the general public. The Park is open to Town guests, NBVFD, Twin Beach Deputies and guests that are accompanying them. The Town reminds citizens to adhere to the signage restricting access to the cliff areas. To view the full public safety announcement click [here](#).
- **Kellam's Field:** Repairs to the restrooms are complete, upgrades include; the application of a Kilz water resistant material, new paint, remove and replace fixtures, clean and repair stainless mirrors and covering the exposed plumbing. The field is now open weekdays from 7 AM -3 PM. Additional hours, to include weekends, will be made available prior to Spring 2022. Cameras have been installed at the field with ease of monitoring by Town staff. Please check the Town's [website](#) for schedule updates.

### VI. GRANTS:

Calvert County Government approved Town of Chesapeake Beach projects totaling \$150,000. The Town is waiting for final State of MD approval for funding. The State expects their review to be finalized in the coming weeks to be before the MD Board of Public Works.





## Town Administrators Report – December 2021

### VII. EVENTS:

**Light up the Town and Christmas Market:** The Light up the Town, and Christmas market, was a success this year! Town staff will continue to seek ways for the community to gather and involve local businesses. To view a quick clip of the event please click [here](#).

**Health Fair:** Town staff is coordinating with the Twin Beaches Opioid Abuse Awareness Coalition to hold a Spring Health Fair. More details to come.

### VIII. TOWN PERMIT ACTIVITY:

Permit #	Address:	Improvement:
2021-120	8564 E St	Remove dead tree & replace
2021-121	8724 Bayside Rd	Carport
2021-122	3225 Mears Ave	Replace existing driveway
pending	7513 B St	Landscaping & wall
2021-133	3601 27th St	SFD
2021-124	8099 Silver Fox Way	8x12 Deck
pending	2949 Heritage Dr.	SFD
pending	2936 Heritage Dr.	SFD
pending	2928 Heritage Dr.	SFD
pending	2948 Heritage Dr	SFD
pending	2952 Heritage Dr.	SFD
2021-123	2956 Heritage Dr.	Fence
pending	8373 Legacy Cir.	Pool, Fence, Deck & Patio
2021-132	Behind 4008-4020 Seagate	Remove 8 trees, mitigation
pending	2933 Heritage Dr.	SFD
pending	2945 Heritage Dr	SFD
pending	8316 Legacy Cir	Revision to change house type
approved	8349 Legacy Cir.	Revision-add covered porch
pending	8389 Legacy Cir.	Home Occupation
2021-127	8393 Legacy Cir.	12x20 deck w/landing steps
2021-125	8357 Legacy Cir.	Fence
2021-126	8386 Legacy Cir.	Fence
pending	3002 Legacy Cir	Pool, fence
2021-129	8353 Legacy Cir.	4ft fence



## Public Works Administrator's Report

To: Mayor & Town Council

From: James Berry

Subject: Public Works Report

Date: December 16, 2021

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Water leak- Knock on wood, we had no water main breaks since our last Council meeting. I believe that has not happened in over two ½ years.

Wet wells- I am still working with Wehl-Tec at Mears Ave wet well to upgrade the controls and backup systems currently in place.

Water meter/MXU- We just completed priming and painting every (51) fire hydrant in Richfield Station. We are drilling two" holes in hundreds of water meter lids to mount the MXU antenna. This will help with the new Tower read system. We will read meters at the end of this Month.

Flushing- Next scheduled flushing is in March of 2022.

Ball fields – The bathroom walls and ceiling have been repaired, sealed and painted. The damaged mirrors have been replaced. The bathrooms have just been taken offline and winterized.

Railway Trail – Public Works has removed and replaced 1000's of feet of wooden handrail to composite this fall. We will pick back up in the spring. We also had to remove several large standing dead trees along the stamped concrete path. These trees were dropping large dead limbs onto the path.

Water Park – The Park is now closed. Filo will be winterizing all potable water and pool plumbing now. We have met and looked at a schedule for other Maintenance items. Nothing new to report.

Surveys/storm drains – Public Works is working on minor repairs in several storm drain inlets around town.

The Heritage – This project is moving along at an amazingly fast pace. Without the third-party inspections, the Town has mandated it would be exceedingly difficult to keep up.

Emergency calls –. We received seven calls and responded to two. One for a high wet well and one for a homeowner water shut off.



To: Mayor & Town Council

From: Jon Castro

Subject: Water Reclamation Plant Report

Date: December 16, 2021

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The Water Reclamation Treatment Plant had implemented new COVID-19 operations following all Federal, State, County, and Town's Mayor and Council Guidelines to control the spread of the virus. On April 6, 2020, two employee crews started alternating each week and the supervisors used a rotation every other week. As of July 1, 2021, staff had returned to normal operations as per General Operations Phase 1 Re-Opening.

The new asset management system, Antero, continues to be updated with tasks and procedures to better manage plant preventive, predictive, and corrective maintenance procedures. These tasks and procedures are being generated based on recommended maintenance from the Operation and Maintenance manuals for the respective equipment, better improving on plant equipment operation.

WRTP Maintenance projects for this month's report consisted of scheduled preventive maintenance for the digester blowers, UV banks, plant heaters, bar screens, RAS pumps, methanol pumps and Filter building MCC maintenance inspection. The workstation computer in office needed a power supply and mother board was replaced on warranty. The lighting in the Aeration Blower Building was replaced along with replacement of the Bus Bars in MCC 3 by Bailey & Shipp.

Bailey & Shipp started replacing the Bus Bars in MCC 3 on November 29, 2021 and finished the project on November 30, 2021. The third-party electric inspection will be performed on December 8, 2021. Once the inspection is complete the MCC 3 will be placed back online.

On November 14, 2021 communications from the plant workstation computer to the Denitrification Filters failed. Plant superintendent arrived at plant and was able to get part of the Filter program restored. The remaining DeNite Pump Panel would not reboot. The DeNite pumps were put in manual for operation mode. On November 15, 2021 plant staff was able to trouble shoot the DeNite Pump Panel and found a power module out on the Allen Bradley PLC. A new power module was installed by WRTP staff and rebooted.

The WRTP had no budget purchase cost items between \$5,000.00 and \$10,000.00 for this month's report.

The Shellfish Protection Tank was not utilized during this reporting period.

The WRTP had five alarm calls for this month's report. Two of these were due to instances of loss of prime on the Return Activated Sludge pumps due to clogging of pumps. The other three calls were for a Backwash Abort for Filters. This was due to a mechanical failure of a control Auma Valve.

There were no incidents to report in the plant's Solids and Handling Operation. The present Solids Hauling Contract will expire on August 1, 2022, and extension or bids will begin next year.





The WRTP had a Bypass of the Denitrification Filters to report for this December's report. This occurred on November 21, 2021 to November 22, 2021 due to a mechanical failure of a blower air scour control valve. The Filters were put back in operation by changing the Backwash times so all backwashes would be during the day so operators could monitor operation. The Auma Valve tech was here on November 22, 2021 and found nothing wrong with valve. The Filter computer program was checked on November 23, 2021 by IMACS. The program was found to be ok and could be in a communication card module. Staff replaced one relay and one communication card on the output side of the PLC. The backwashing times will remain for daytime operation. UV disinfection was increased by adding additional UV Banks to operation and Plant Effluent testing was performed for three days. MDE was notified of the Filter Bypass and sent all forms with all test data required during the Filter Bypass. The Plant Superintendent talked to two MDE Inspectors during the Bypass to update the Bypass Status. The Filter Bypass flow totaled 0.851 MGD. Note: A Denitrification Filter Bypass is not considered a Sanitary Sewer Overflow (SSO). The Plant Effluent is still going through its normal treatment process meeting Permit requirements but not removing additional Total Suspended Solids and Nitrates. During the Bypass, additional testing is performed to ensure Permit parameters are met.

The WRTP had no SSO spills to report for this month's report.

#### **Future Projects:**

To complete working setting up an inventory of priority spare parts and increase training on maintenance of plant equipment. All plant SOPs are to be upgraded on plant equipment with pictures included in the maintenance and lab procedures. Training on all plant maintenance, lab, and daily operations will be videotaped to store for future references. The projects noted in the Capital Projects requests are on track for the RFP to be completed in the 2022 budget.





## Rental Registration Case by Status Report

### Report Criteria:

Case Open From To Case Close From To

### Report Details:

<i>Status</i>	<i># of cases with this status</i>
Application received	2
Application reviewed - need more info	1
Inspections in progress	13
Waiting on License Fee	45
License Current	177
License Expired	0
Declaration of Ineligibility	0
Closed: Expired - Will not renew	0
Notification Process	43
Closed	30
Re-Inspection	15
<b>Total Cases</b>	<b>326</b>



## Code Enforcement Summary Report

### Report Criteria:

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range
All Closed	All		All	All	From To	From To	From 11/11/2021 To 12/08/2021

### CE Totals

	Total	Closed Cases	Open Cases
<b>Totals</b>	<b>5</b>	<b>5</b>	<b>0</b>

### CE Cases by Employee

Employee	Total	Closed Cases	Open Cases
O'Dell, Connie	5	5	0
<b>Totals</b>	<b>5</b>	<b>5</b>	<b>0</b>

### CE Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
110-15: Steep Slope Construction on or Adjacent to	0	0	0
115-3 Dangerous Buildings - Failure to Comply	0	0	0
200-6 Violations and penalties for Property Maintenance	0	0	0
Constructing an Improvement within Town Rights-of-Way	0	0	0
Fence Over 42"	0	0	0
Foreclosure	0	0	0
Global Stability Analysis/Storm Drain/Stormwater Mgmt Plan Required	0	0	0
Ingress/Egress obstructed by fire hazardous objects	0	0	0
Inoperable climate control unit	0	0	0
Inoperable Vehicle	0	0	0
Mildew/Mold/Damp Interior Surfaces	0	0	0
Minimum Housing Standards - Broken or Defective Windows and Door Openings	0	0	0
Minimum Housing Standards - Condition of the Premises A (3)	0	0	0
Minimum Housing Standards - Exterior Structure B (1)	0	0	0
Minimum Housing Standards - Exterior Structure B (2)	0	0	0
Minimum Housing Standards - Exterior Structure B (3)	0	0	0

Minimum Housing Standards - Exterior Structure B (5)	0	0	0
Minimum Housing Standards - Exterior Structure B (9)	0	0	0
Operating a licensed recreational vehicle on public highways	0	0	0
Operating a RV on private property	0	0	0
Operating a short term rental	0	0	0
Operating an unlicensed recreational vehicle on public highways	0	0	0
Operating Restrictions of Recreation Vehicles	0	0	0
Overflow of ground water, public water or sewer	0	0	0
Pool Fencing - Missing or Non-Compliant	0	0	0
Prohibited Animals	0	0	0
Prohibited Parking	1	1	0
Property Maintenance - Minimum Maintenance Requirements	0	0	0
Property Maintenance - Minimum Maintenance Requirements (B)	0	0	0
Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris	1	1	0
Property Maintenance - Sanitary Maintenance - Grass	1	1	0
Property Maintenance - Sanitary Maintenance - Nuisance, Health or Fire Hazard	0	0	0
Property Maintenance - Sanitary Maintenance - Rodents	0	0	0
Property Maintenance - Sanitary Maintenance - Vehicles	2	2	0
Sanitary Maintenance	0	0	0
Sewer is Backed Up	0	0	0
Sewer/Water Manual Violation	0	0	0
Sign Ordinance	2	2	0
Waste/Sewer Back Up	0	0	0
Zoning Infraction	0	0	0
Zoning Permit Required	0	0	0
<b>Totals</b>	<b>7</b>	<b>7</b>	<b>0</b>



## Code Enforcement Case Detail Report

## Report Criteria:

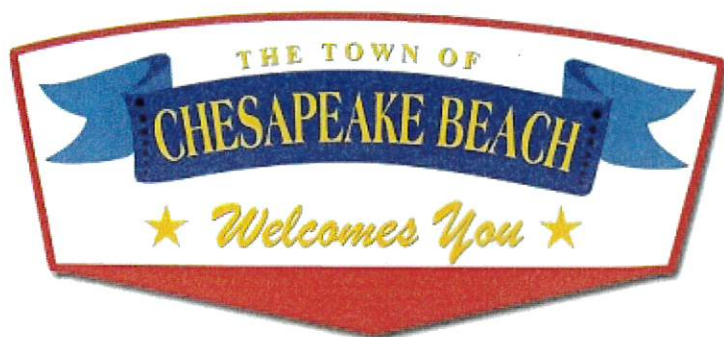
Status	Priority	Violation Status	Assigned To	Violation	Property Type	CDBG Eligibility	Open Date Range	Follow up Date Range	Close Date Range	Initiation Type
All Closed	All	All	All	All	All	All	From To	From To	From 11/11/2021 To 12/08/2021	

## Report Details

Case #	<u>eFM</u> Case #	Status	Violation(s)	Priority	Street Number	Street Direction	Street Name	Street Type	Unit	Zip	APN	Initiation	Open Date	Follow Up Date	Assigned To
CE21-81		Closed: Voluntary Compliance	Prohibited Parking - Closed	Medium			Sansbury	Dr		20732		Complaint	11/24/2021	11/29/2021	O'Dell, Connie
CE21-80		Closed: Voluntary Compliance	Sign Ordinance - Closed	Medium	8416		BAYSIDE	Rd		20732	0503115887	Self- Initiated	11/23/2021	11/29/2021	O'Dell, Connie
CE21-77		Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Vehicles - Closed	Medium	7529	I		St		20732	0503106993	Self- Initiated	11/08/2021	11/12/2021	O'Dell, Connie
CE21-55		Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Grass - Closed Property Maintenance - Sanitary Maintenance - Vehicles - Closed Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris - Closed	Medium	3325	E	CHESAPEAKE BEACH	Rd		20732	0503005402	Self- Initiated	07/26/2021	11/26/2021	O'Dell, Connie
CE19-67		Closed: Voluntary Compliance	Sign Ordinance - Closed	Medium	4160		MEARS	Ave		20732	0503085635	Self- Initiated	08/21/2019	12/28/2021	O'Dell, Connie

Number of Cases: 5





## Code Enforcement Summary Report

### Report Criteria:

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range
All Open	All		All	All	From To	From To	From To

### CE Totals

	Total	Closed Cases	Open Cases
<b>Totals</b>	<b>13</b>	<b>0</b>	<b>13</b>

### CE Cases by Employee

Employee	Total	Closed Cases	Open Cases
O'Dell, Connie	13	0	13
<b>Totals</b>	<b>13</b>	<b>0</b>	<b>13</b>

### CE Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
110-15: Steep Slope Construction on or Adjacent to	1	0	1
115-3 Dangerous Buildings - Failure to Comply	0	0	0
200-6 Violations and penalties for Property Maintenance	0	0	0
Constructing an Improvement within Town Rights-of-Way	1	0	1
Fence Over 42"	0	0	0
Foreclosure	0	0	0
Global Stability Analysis/Storm Drain/Stormwater Mgmt Plan Required	1	1	0
Ingress/Egress obstructed by fire hazardous objects	0	0	0
Inoperable climate control unit	0	0	0
Inoperable Vehicle	0	0	0
Mildew/Mold/Damp Interior Surfaces	0	0	0
Minimum Housing Standards - Broken or Defective Windows and Door Openings	0	0	0
Minimum Housing Standards - Condition of the Premises A (3)	0	0	0
Minimum Housing Standards - Exterior Structure B (1)	0	0	0
Minimum Housing Standards - Exterior Structure B (2)	0	0	0
Minimum Housing Standards - Exterior Structure B (3)	0	0	0
Minimum Housing Standards - Exterior Structure B (5)	0	0	0

Minimum Housing Standards - Exterior Structure B (9)	1	0	1
Operating a licensed recreational vehicle on public highways	0	0	0
Operating a RV on private property	0	0	0
Operating a short term rental	0	0	0
Operating an unlicensed recreational vehicle on public highways	0	0	0
Operating Restrictions of Recreation Vehicles	0	0	0
Overflow of ground water, public water or sewer	0	0	0
Pool Fencing - Missing or Non-Compliant	0	0	0
Prohibited Animals	0	0	0
Prohibited Parking	0	0	0
Property Maintenance - Minimum Maintenance Requirements	1	0	1
Property Maintenance - Minimum Maintenance Requirements (B)	0	0	0
Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris	2	0	2
Property Maintenance - Sanitary Maintenance - Grass	1	0	1
Property Maintenance - Sanitary Maintenance - Nuisance, Health or Fire Hazard	0	0	0
Property Maintenance - Sanitary Maintenance - Rodents	0	0	0
Property Maintenance - Sanitary Maintenance - Vehicles	3	1	2
Sanitary Maintenance	1	0	1
Sewer is Backed Up	0	0	0
Sewer/Water Manual Violation	0	0	0
Sign Ordinance	0	0	0
Waste/Sewer Back Up	0	0	0
Zoning Infraction	2	0	2
Zoning Permit Required	7	2	5
<b>Totals</b>	<b>21</b>	<b>4</b>	<b>17</b>



## Code Enforcement Case Detail Report

## Report Criteria:

Status	Priority	Violation Status	Assigned To	Violation	Property Type	CDBG Eligibility	Open Date Range	Follow up Date Range	Close Date Range	Initiation Type
All Open	All	All	All	All	All	All	From To	From To	From To	

## Report Details

Case #	eFM Case #	Status	Violation(s)	Priority	Street Number	Street Direction	Street Name	Street Type	Unit	Zip	APN	Initiation	Open Date	Follow Up Date	Assigned To
CE21-85		Door Hanger	Property Maintenance - Sanitary Maintenance - Vehicles - Open	Medium			D	St		20732		Complaint	12/08/2021	12/22/2021	O'Dell, Connie
CE21-84		Notice of Violation Given	Zoning Permit Required - Open	Medium	3605		12TH	St		20732	0503094979	Self-Initiated	12/08/2021	12/21/2021	O'Dell, Connie
CE21-83		Complaint Filed	Zoning Permit Required - Closed Zoning Infraction - Open	Medium	8229		C	St		20732	0503042839	Self-Initiated	12/07/2021	12/28/2021	O'Dell, Connie
CE21-82		Complaint Filed	Zoning Infraction - Open	Medium	8221		C	St		20732	0503042588	Complaint	12/07/2021	12/28/2021	O'Dell, Connie
CE21-79		Complaint Filed	Property Maintenance - Sanitary Maintenance - Grass - Open	Medium	8016		SILVER FOX	Way		20732	0503174751	Complaint	11/10/2021	12/28/2021	O'Dell, Connie
CE21-78		Complaint Filed	Zoning Permit Required - Open	Medium	3907		16TH	St		20732	0503049426	Complaint	11/09/2021	12/21/2021	O'Dell, Connie
CE21-74		Awaiting Zoning Permit	Minimum Housing Standards - Exterior Structure B (9) - Open	Medium	3621		27TH	St		20732	0503043983	Self-Initiated	09/24/2021	12/22/2021	O'Dell, Connie
CE21-53		Stop Work Order	Zoning Permit Required - Open	Medium	3723	E	CHESAPEAKE BEACH	Rd		20732	0503046885	Self-Initiated	07/26/2021	12/22/2021	O'Dell, Connie
CE21-52		Awaiting Zoning Permit	Constructing an Improvement within Town Rights-of-Way - Open Zoning Permit Required - Open	Medium	3242		RECTOR			20732	0503131599	Complaint	07/22/2021	12/29/2021	O'Dell, Connie
CE21-13		Awaiting Zoning Permit	Zoning Permit Required - Open 110-15: Steep Slope Construction on or Adjacent to - Open	Medium	4026		11TH	St		20732	0503252767	Complaint	02/26/2021	12/28/2021	O'Dell, Connie
CE19-91		Inspection	Property Maintenance - Sanitary Maintenance - Vehicles - Closed Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris - Open Sanitary Maintenance - Open Property Maintenance - Minimum Maintenance Requirements - Open	Medium	7524		C	St		20732	0503070557	Self-Initiated	11/14/2019	12/27/2021	O'Dell, Connie



12/8/21, 11:16 AM

Chesapeake Beach, MD: Code Enforcement Case Detail Report

CE19-17	Inspection	Zoning Permit Required - Closed	High	7340	G	St	20732 0503095037	Complaint	03/22/2019	12/28/2021	O'Dell, Connie
		Global Stability Analysis/Storm Drain/Stormwater Mgmt Plan Required - Closed									
CE18-76	Inspection	Property Maintenance - Sanitary	Medium	2541	SHADY OAK	Ct	20732 0503174379	Complaint	10/19/2018	12/28/2021	O'Dell, Connie
		Maintenance - Garbage, Trash & Debris - Open Property Maintenance - Sanitary Maintenance - Vehicles - Open									

Number of Cases: 13



7 Old Solomons Island Road • Suite 202 • Annapolis, MD 21401  
(410) 266-3212 • Fax (410) 266-3502 • [www.messickandassociates.com](http://www.messickandassociates.com)

## **Town of Chesapeake Beach**

### **Engineer's Report 12-8-21**

From: Messick Group, Inc (MGI)  
Wayne A. Newton, P.E

Below is the monthly update of projects and upcoming action items to be completed by our office:

#### **Fishing Creek Dredging:**

Action: Dredge spoil excavation completed. USACOE doing as-built survey to confirm volume created.

Waiting for update from USACOE for bidding date and final required volume

#### **Richfield Station:**

Action: M&A signed the final forms of PWA's and forwarded to Town for completion of the Plats on 7/27/21.  
Waiting for start of construction

#### **261 Sidewalks:**

Action: SHA final 30% design review is in progress. The 100% CD kick off meeting was held on November 16<sup>th</sup>. SHA is finalizing the grant and scope documents and hopes to have them to us in January 2022. M&A held a NEPA kickoff meeting with SHA on 11/23/21, SHA is processing the historic structures review while waiting for the SHA contracts.

#### **Heritage:**

Action: Continuing monitoring public infrastructure construction with Jay for acceptability.

#### **Kellams Field:**

Action: Developing a phase 1 master plan for Kellam's redevelopment including tot lot, senior exercise amenities, pickle ball, tennis court and walking trails.

#### **Richfield Tower:**

Action: Providing contract support as needed.



#### **WWTP UV Protection RFP**

Action: M&A working with Jon Castro and McCrone Engineers to create bid documents for the Launder covers project.

#### **Flood Resiliency Plan**

Action: M&A working with Chris Jakubiak and Committee to explore recommendations to address future sea level rise concerns. M&A documented flood levels from 10/29 storm. Created map of areas impacted by 10/29 storm for the committees use.

#### **Harbor Rd Sewer Study**

Action: M&A reviewing Town's ability to drain the Harbor Rd area via gravity to the Mears Avenue pump station. Surveys underway to determine if gravity connection is available.



## CALVERT COUNTY SHERIFF'S OFFICE TWIN BEACHES PATROL

Date: December 3, 2021  
To: Sharon Humm  
From: Sergeant Gary Shrawder  
Re: Sheriff's Office Report-Chesapeake Beach

---

In November of 2021, the Sheriff's Office handled 536 calls for service in Chesapeake Beach. This is down from 541 calls in October of 2021.

Call Breakdown for November of 2021:

367 calls were self-initiated (patrol checks, follow-up investigations, traffic stops etc)

169 calls were received by other means (citizens, alarm companies, etc)

Of the 169 calls, we handled:

- Unauthorized use of motor vehicle
  1. 13<sup>th</sup> st- complainant left scene before we arrived and would not answer our phone calls to return-no further
- Assault
  1. C st- domestic assault- conflicting stories-both subjects charged- 2 arrests
  2. Woodshire Ave- adult daughter assaulted father- 1 arrest
- CDS Violation
  1. Fishing Creek- subjects smoking marijuana in parking lot- subjects sent on way- marijuana was already consumed prior to our arrival
- Destruction of Property
  1. Rod N Reel- customer became mad at game and punched screen breaking it- management wanted no charges just documentation
- Fraud
  1. Sparrow Ct- unknown subject wrote fraudulent check on victims account- bank is investigating
  2. Woodland La- unknown subject opened bank account in his name
  3. Cannoncade Ct- unknown subject filed fraudulent tax return
- Stolen Vehicle

1. G st/Rt.260- subjects appeared to be breaking into vehicle on corner- no further no vehicle no subjects located
2. Trader's- vehicle left running and unattended in parking lot- subject walking by stole vehicle and fled scene- vehicle located and subject 1 arrested

- Theft

1. Abner's- unknown subject entered shed over night and stole crabbing supplies

# November 2021 Calls for Service Chesapeake Beach

Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year
911 Hang Up	33	386	Fireworks Complaint	0	5	Relay	0	2
Abandoned Vehicle	0	5	Follow Up	4	53	Robbery	0	2
Accident	6	99	Found Property	2	14	Search Warrant	0	2
Alarm	13	102	Fraud	3	23	Sexual Assault	0	2
Alcohol Violation	0	3	Harassment	2	11	Sex Offender Registry	0	0
Animal Complaint	1	32	Illegal Dumping	0	1	Special Assignment	2	58
Assault	2	20	Industrial Accident	0	0	Stalking	0	0
Assist Motorist	5	54	Indecent Exposure	0	0	Stolen Vehicle	3	8
Assist Other Dept	3	35	Intoxicated Person	0	3	Summons Service	3	15
Assist Sick/Injured	9	62	Kidnapping/Abduction	0	0	Suspicious Person	4	40
Attempt to Locate	3	68	Loitering	0	0	Suspicious Vehicle	10	60
Burglary	0	11	Lost Property	0	4	Tampering with MV	0	3
CDS Violation	1	9	Loud Party/ Music	0	23	Telephone Misuse	0	0
Check Welfare	11	155	Mental Subject	2	21	Theft	1	47
Conservor of Peace	4	17	Missing Person	0	9	Traffic Complaint	4	79
Destruction of Property	1	15	Neighborhood Dispute	2	8	Traffic Control	0	10
Death Investigation	0	0	Notification	0	0	Traffic Enforcement	2	29
Disorderly	8	90	Parking Complaint	2	50	Trespassing	4	26
Domestic	10	79	Patrol Check	308	2808	Unauthorized Use MV	1	1
Escort	0	1	Person with Weapon	0	2	Unknown Problem	3	18
Eviction	0	1	Police Information	11	95	Violation Protective Order	1	9
Fight	0	11	Protective/Peace Order	0	28	Warrant Service	0	19
Firearms Complaint	0	5	Prowler	0	1			
Total Calls							484	4849

	Month	Year		Month	Year
DUI Arrest	1	13	CDS Arrest	0	7
Civil Marijuana Citations	1	13	Non Fatal Overdose	0	8
			Fatal Overdose	0	1

\*\*\*\* Notes \*\*\*\*

Deputies assigned to the Twin Beach Patrol handled 216 calls outside of the Twin Beach Patrol Area in this month.  
 (These calls include off duty responses, calls handled to and from work, special events, overtime assignments, special unit assignments, calls while working a shift, etc. The Computer Data System has no way of classifying the on shift or off shift status of an officer when handling a call for service.)

# November 2021 calls for Service North Beach

Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year
911 Hang Up	12	174	Fireworks Complaint	0	6	Relay	1	1
Abandoned Vehicle	1	3	Follow Up	2	45	Robbery	0	2
Accident	5	49	Found Property	1	15	Search Warrant	0	4
Alarm	5	54	Fraud	0	8	Sexual Assault	0	2
Alcohol Violation	0	1	Harassment	1	8	Sex Offender Registry	0	0
Animal Complaint	1	13	Illegal Dumping	0	2	Special Assignment	0	6
Assault	1	10	Industrial Accident	0	0	Stalking	0	0
Assist Motorist	2	25	Indecent Exposure	0	1	Stolen Vehicle	0	5
Assist Other Dept	0	15	Intoxicated Person	0	2	Summons Service	3	12
Assist Sick/Injured	1	24	Kidnapping/Abduction	0	0	Suspicious Person	3	22
Attempt to Locate	1	37	Loitering	1	1	Suspicious Vehicle	5	37
Burglary	1	9	Lost Property	0	1	Tampering with MV	0	1
CDS Violation	0	6	Loud Party/ Music	1	22	Telephone Misuse	0	0
Check Welfare	6	61	Mental Subject	0	3	Theft	3	21
Conservor of Peace	1	11	Missing Person	0	1	Traffic Complaint	1	33
Destruction of Property	1	13	Neighborhood Dispute	0	4	Traffic Control	0	2
Death Investigation	0	1	Notification	0	4	Traffic Enforcement	0	14
Disorderly	1	46	Parking Complaint	2	40	Trespassing	1	14
Domestic	3	56	Patrol Check	232	2084	Unauthorized Use MV	0	0
Escort	0	0	Person with Weapon	0	0	Unknown Problem	2	6
Eviction	0	3	Police Information	0	47	Violation Protective Order	0	9
Fight	1	12	Protective/Peace Order	0	11	Warrant Service	0	7
Firearms Complaint	0	7	Prowler	0	0			
Total Calls							302	3133

	Month	Year		Month	Year
DUI Arrest	1	4	CDS Arrest	0	7
Civil Marijuana Citations	2	14	Non Fatal Overdose	0	3
			Fatal Overdose	0	1

\*\*\*\* Notes \*\*\*\*

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## NORTH BEACH VOLUNTEER FIRE DEPARTMENT

November 2021 Town Stats

Fire = 26

AFA = 2

Brush 1

Fire's = 1

(Chimney, House, Barn, vehicle, ETC)

Hazmat = 0

Investigation = 2

MVA = 1

Helicopter Landing = 0

Service = 1

Water Rescue = 0

Ems = 18

Fire Drill: forced entry

Fire Calls dispatched in the Town of CB = 16

Fire Calls dispatched in the Town of NB = 10

Fundraising: none start of Christmas trees

EMS = 68

Chest Pains = 8

Other Non- Emergent dispatched Calls = 4

Diabetic Emergency = 2

Hemorrhage = 3

Cardiac Arrest = 2

Altered Mental Status = 1

Allergic Reaction = 1

Traumatic Injury = 5

Abdominal pains - 1

Sick person = 20

Med Alarm = 2

Fire Standby = 0

MVC = 1

Overdose = 0

Psychiatric Emerg. = 0

Respiratory Distress = 4

Seizures = 2

Stroke (CVA) = 2

Unconscious Subj. = 3

Choking = 1

Syncope = 1

Suicide = 0

Gun Shot = 0

Head Injury = 2

Hypertension = 1

Assault = 0

Ems calls for Chesapeake Beach = 44

Ems calls for North Beach = 24

Ems Drill = Control bleeding



**OFFICE OF THE PLANNING AND ZONING COMMISSION**

To: Mayor and Town Council, Chesapeake Beach, MD

From: Larry Brown Chairman, Planning and Zoning Commission

Date: December 16, 2021

Re: Report

---

The Planning Commission held the monthly meeting on Nov 23, 2021 to begin reviewing public comments on the draft Comprehensive Plan. The meeting was recorded and is available on YouTube. The December, 2021 meeting has been deferred; there will be two meetings in January, one on the 5th and the second on the 26th.

The 60-day public review period for the Comprehensive Plan ended on Nov 9th and was followed by a public hearing. Comments were accepted for inclusion into the record through November 16th.

All comments, including those received by the Town Planner, both from the citizens of Chesapeake Beach and the written comments received from government agencies are being compiled by the Zoning Clerk, and are available to the public on the Town website: [planchesapeakebeachmd.gov](http://planchesapeakebeachmd.gov).

In addition to feedback from Town residents, the draft Comprehensive Plan was forwarded to the State, Calvert County and North Beach. Comments have been received from the Maryland Department of Planning and Calvert County Department of Planning & Zoning. We have yet to receive comments from North Beach, from the Maryland Historical Trust and the State of Maryland Departments of Natural Resources, of Commerce, and of Agriculture.

The public comments reviewed thus far have been very helpful, many have been adopted.

Susan Webster-Page commented that changing the designation of her neighborhood to RV2 devalues her property and favors higher density duplexes, apartments, and group homes. She recommended that her neighborhood remain RV, as opposed to being changed to RV2. The Commission had a lengthy discussion and decided that the new RV2 designation essentially replicated the existing RV zoning and was therefore the closest to the existing zoning.

Keith Pardieck provided several editorial corrections and recommended inclusion of PFAS in the water quality section, all of which were adopted. Also, Commissioner Greengold reviewed and discussed the rationale for the proposed 35-foot height limit.

Ken Rasmussen's recommendation (Green Team member) was adopted to include with the Comprehensive Plan Recommendations "that a Brownies Beach Environmental Survey, be conducted by a "bayside" environmental firm committed to the softest-possible natural solutions (such as "living" shoreline techniques, beach-sand replenishment, etc.) to mitigate the rate at which Brownies Beach will decline in the decades ahead."

Melanie Crowder's recommendation (Green Team member) was adopted to include in the Comprehensive Plan Recommendations to develop and implement a "plan to protect and sustain the current native vegetation and trees in parks and public spaces; and a structured plan and timeline to eliminate invasive plant species and replace them with native species in Town parks, and publicly owned spaces."

Madeleine Blake's recommendation (Green Team member) was adopted to include in the Transportation section, under "Coordinate with Calvert County to ensure continued Transit and Paratransit" that would promote amenities that make it easier and more convenient, such as bus shelters at busy stops.

Susan Alexander's recommendation (Green Team member) was adopted to include in the Comprehensive Plan Recommendations to develop and implement a plan to protect and sustain the current native vegetation and trees in parks and public spaces; and a plan and timeline to eliminate invasive plant species and replace them with native species. The Commission also agreed to include with Mr. Rasmussen's recommendation for a Brownies Beach environmental survey, a survey of Randle Cliff.

Jeff Foltz submitted a number of comments, of which the following were adopted by the Commission: including "Windy Hill Elementary School" to the "Two Towns side by side" section, and on page 74, second bullet, delete "piers and docks" because they already undergo a rigorous permitting process and substitute a different term than "public safety" that relates better to the concern of rising sea level and erosion of the coastline. The Commission will consider the remainder of Mr. Foltz' comments at future meetings.

The Commission discussed but took no action on comments by Mark Giangulio and some of Mr. Foltz' comments.

At future regular Commission meetings, the remaining comments will be reviewed, and a decision made on how the comment will be addressed or resolved, which could be "no change."

Once the PC has completed deliberation on the comments of record, the Commission must vote to approve and recommend the plan to the Town Council for adoption. The date of Commission approval will depend upon the number and complexity of the comments.

All future PC meetings will be "virtual" meetings via publicly assessable "Zoom."

## **Chesapeake Beach Oyster Cultivation Society Report**

**December, 2021**

### **Chesapeake Beach Town Council Meeting**

**Sue Alexander, Linda Draper, Melanie Crowder and I went to the annual CHESPAX volunteer review meeting at Kings Landing. We gave a report on how the 5<sup>th</sup> grade field trips went this fall. We also learned about other CHESPAX programs from different organizations. During meeting we were exposed to a new CHESPAX program on insects that live in the streams in Calvert County. This was a fascinating exercise that each group participated in.**

**CHESPAX in conjunction with the Coastal Conservation Association will be manufacturing reef balls at each elementary school next4 spring. CBOCS will help with this project and we will also get the reef balls for restoration on the Old Rock Reef.**

**CBOCS will also be making reef balls on Saturdays in April and May at the Chesapeake Village water tower.**

**The annual Sea Critter Mural Painting is being postponed until later in the spring and will be an outdoor event.**

**It would not be Christmas without the Oyster Christmas Story;**

### **Oyster Christmas Story**

**It was the week before Christmas  
And on Fishing Creek  
100,000 oysters  
Were ready for a long winter sleep  
When up on the trail**

**There arose such a clatter  
The Saturday morning team  
With their good natured chatter  
But what to their wondering ears did they hear  
The water monitors in their cold weather gear  
That's Ron and John, Kathy and Terry  
Amenda and Dennis, Melanie and Larry  
They dip in their bucket  
And lower the Secchi  
Making their measurements  
To record for posterity  
That's DO, pH and Salinity  
and of course  
Solids, Temperature, Time and Turbidity  
When they were finished  
They packed up their gear  
The oysters could hear them  
Saying see you next year**





To: The Honorable Mayor and Town Council  
Subject: Purchase of Power Monitor

From: Holly Wahl, Town Administrator

**Date: December 9, 2021**

---

## **I. BACKGROUND:**

The Chesapeake Beach WRTP staff is requesting to purchase an Allen Bradley Power Monitor 5000 to install in the Aeration Blower and Mixer Building. The ENR Upgrade included this power monitor in three buildings during construction.

These buildings included:

- Clarifier/Return Pumps Control Building
- Belt Filter Press Building
- Denitrification Filter Building.

These monitors cover about 60% of monitoring of the power usage in the plant; however, these monitors were not set up for logging data for daily, monthly, and annual reporting. By adding the Power Monitor to the Aeration Blower and Mixer Building, we are increasing the monitored power coverage to 85% of the plant. The Aeration Blower and Mixer Building uses the most electricity daily, due to the fact that the highest horsepower motors run 24 hours a day. The other 15% of power would be used by the Headworks and the Administration Building. These buildings can be accessed through performing an Audit for power usage.

The quote is from Industrial Monitoring and Control Systems Inc. (IMACS). The Chesapeake Beach WRTP has an annual contract with IMACS to handle its repair work when needed on all Electrical Control Equipment.

## **II. SCOPE OF WORK:**

This improvement would include the monitor, all parts needed, and the installation of the Cuttler Hammer Electrical Bucket. The Allen Bradley Electrical Bucket has a different design and would not fit. The price for the Allen Bradley Power Monitor alone is \$5,000.00 and the needed parts would bring the cost to near \$10,000.00. The other work needed to complete the project in Bus Bars Replacement can be done when the power monitored is installed.

## **III. RECOMMENDATION:**

Purchase the Allen Bradley Power Monitor 5000 at \$12,335.65. This cost would come from the FY22 WRTP budget.

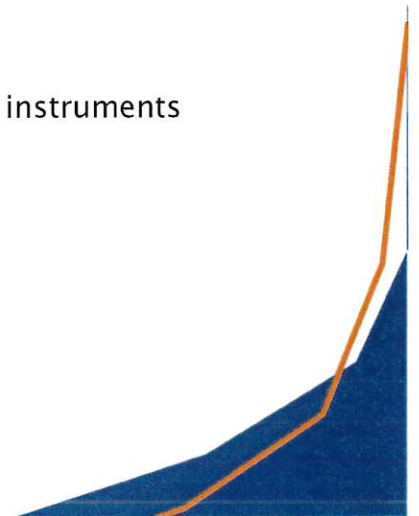
The attached quote, Exhibit A, is from Industrial Monitoring and Control Systems Inc. (IMACS). The Chesapeake Beach WRTP has an annual contract with IMACS to handle its repair work when needed on all Electrical Control Equipment. It is most cost effective and efficient to maintain service with IMACS.

## Scope of Work for: Chesapeake Beach Power Monitoring System Integration

IMACS is pleased to provide the following scope of work:

### IMACS will furnish and deliver the following:

- **Blower Building Power Monitor Section**
  - (1) 24" Power Monitor Section
  - 15A circuit Breaker
  - AB Power Monitor 5000
  - AB Power Monitor Display
  - Fusing
  - Control XMFR
  - 800:5 CTs Split Core
  - Terminal Blocks
  - Ethernet Switch
  - Power Supply
- **Blower Building MCC Mods**
  - Relocation of Blower Breakers to abandoned vertical sections
  - Install Power Monitor Section Where Existing Blower 1 Section is located
  - Install 12" Blank Sections as required to cover new empty spaces
- **Modification to existing MCC Power Monitor Sections**
  - In order to integrate the existing AB power monitor sections, a net switch is required to split the ethernet port. This item includes providing the power supply, net switch and installation.
  - The Siemens MCC will require a protocol converter
- **Integration of power monitors into Factory Talk SCADA and Autonomy**
- **Programming**
  - PLCs
  - SCADA Screens
  - Autonomy Screens
  - Autonomy Reports
- **Training**
  - Training on installation, operation, and calibration of instruments provided.
- **Administration**
  - Coordination with other trades
  - Coordination with Environmental Conditions
  - Owner Required Meetings
- **Delivery and installation**
  - Freight and Delivery to Job Sites
  - Installation Certifications and Calibrations







- System Supplier Services for Install, Start-up and Testing
- **Miscellaneous**
  - All other required ancillary components for a fully operable and acceptable installation per the contract documents
  - Spare Parts as required in specifications
  - Warranty

**Not Included:**

1. All sales and use tax
2. Power system Testing, including but not limited to; NETA testing, Thermal Testing, Megger Testing, Insulation Testing, Ground. Testing
3. Ethernet cable and conduit

**Pricing:**

Blower Building Power Monitor Section: 12,335.65

Blower Building MCC Mods: 3,340.00

Modification of other MCC Power Monitor Sections: 3,365.50

Integration of the Power System into SCADA and Autonomy: 2,880.00

**Total: \$24,920.60**

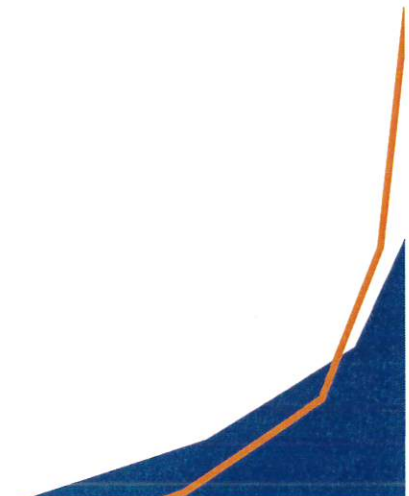
**Prepared by:**

Trevor McConville

President, Engineer

[trevor@imacscontrols.com](mailto:trevor@imacscontrols.com)

443-340-6708





To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator

Subject: Installation of a Hach Flow Meter at the Chesapeake Beach Water Reclamation Treatment Plant

**Date: December 10, 2021**

---

**I. BACKGROUND:**

The Town of Chesapeake Beach requires an additional flow measuring device at the Water Reclamation Treatment Plant (WRTP). This device will allow the Town to further dial in Town flow to the WRTP.

**II. SCOPE OF WORK:**

The lease contract will need to be renewed every 24 months and the price quote cost will not change from the original 60-month contract. At this time, we have an option to terminate contract if wanted. If meter is not performing well, we may also ask for a termination of contract at any time.

**III. PROPOSALS:**

The monthly cost for the lease is \$625 plus with a onetime installation charge of \$2,200. The first-year cost would be \$9,700. The second-year cost would be \$7,500. Town staff does not recommend purchasing the flow meter, proposal attached as Exhibit "B", due to the maintenance cost not being included with the purchase option. The lease option provides that all maintenance is performed, and costs covered by Hach Inc.

**IV. RECOMMENDATION:**

It is recommended that Town Council authorize a contract with Hach Inc. for the installation of a flow meter to monitor Town flow under a lease agreement. The lease agreement would be for a 60-month term, with 24-month renewal periods with a total cost of \$39,700. The lease can be terminated if meter performance is not what is expected by the Town. Per the agreement, FY22 cost is \$5,950.00 and would come from the Town Utility Fund and will not be billed to the Partners.

## **Exhibit A: Hach Lease Agreement**



**TECHNICAL PROPOSAL #: 100652495**

**HACH COMPANY**

## **DATA DELIVERY SERVICES (DDS)**

**PROJECT NAME:** Inflow Line

DDS PROPOSAL AND ORDER DESCRIPTIONS

#OF METERS - 1

DURATION - 60 MONTHS

**HACH**  
**DATA**  
**DELIVERY**  
**SERVICES**  
**(DDS)**



**Chesapeake Beach WWTP**

**Nov 29, 2022**

## MEET HACH DATA DELIVERY SERVICES (DDS).

**DDS is a highly efficient Flow Monitoring service tailored to deliver the right data, right when you need it, so you can deliver the right results. For a fixed monthly fee, Hach Flow provides all of the equipment, data transmission, and technical support you need to acquire your flow data-delivered in real-time, so you can immediately perform your analysis. And Hach even manages all equipment monitoring and maintenance resources, removing that aggravation from your day.**

**Stop losing time to the constant struggle of securing reliable flow data. Use DDS instead and devote your efforts to implementing projects that finally solve your wastewater flow challenges.**

### What Hach Handles:



**All Necessary  
Equipment**



**Monitoring &  
Maintenance**



**Data Transmission  
& Storage**



# Proposal

Hach Company-Flow Products & Services  
PO Box 608  
Loveland, CO 80539  
Phone: (800) 368-2723  
Website: [www.hach.com/flow](http://www.hach.com/flow)

**Quote Number: 100652495v2**

Use quote number at time of order to ensure  
that you receive prices quoted

Quote Date: 29-Nov-2021

Quote Expiration: 24-Jan-2022

TOWN OF CHESAPEAKE BEACH  
PO BOX 400  
CHESAPEAKE BEACH, MD 20732-0400

Town of Chesapeake Beach  
8550 Bayside Rd  
Chesapeake Beach, MD 20732

Name: Jon Castro  
Phone: 410-257-9334  
Email: [jcastro@chesapeakebeachmd.gov](mailto:jcastro@chesapeakebeachmd.gov)

Customer Account Number : 119938  
Customer Quote Reference: DDS program- 24 months - Inflow Line

Sales Contact: Randy Draper Email: [rdraper@hach.com](mailto:rdraper@hach.com) Phone: 301-524-6342

## PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
<b>DDS Program</b>							
		Type of Meter: Flodar/FL904					
		# of meters: 1 meter					
		Duration: 60 months					
1	DDS-SL2-MT	DDS MID-TERM Monthly Charge for 24 months	60	625.00		625.00	37,500.00
2	DDS-INST-FM	DDS ONE TIME FEE PER METER INSTALLATION CHARGE FLOWMETER	1	2,200.00		2,200.00	2,200.00
		Shipping to and from site included in quoted price.					
Grand Total							\$ 39,700.00



**DDS PROJECT SUMMARY- DDS PROGRAM**

**\*\*When ready to move forward with your project, please email a Customer Purchase Order referencing and accepting the proposal to your Hach Flow Divisional Manager, Randy Draper, [rdraper@hach.com](mailto:rdraper@hach.com)**

**\*\*Special Note: A Hard copy PO is required for all orders over \$25K.**

**PLEASE INCLUDE THE FOLLOWING INFORMATION ON YOUR PO**

**Proposal #:**

**Date:**

**Customer PO Reference #:**

**Customer On-site Need by Date:**

**Complete bill to and ship to information.**

**TERMS AND CONDITIONS:** As stated in the Subscriber License and Data Delivery Services Agreement

**SPECIAL OR ADDITIONAL TERMS AND CONDITIONS:**

Installation prices are estimated and may exceed the above quoted price.

Actual instrumentation installed to be determined by Hach. Hach will evaluate each site to confirm application is correct for instrumentation.

## DDS TECHNICAL PROPOSAL

### Equipment and Services Supplied by Hach Company

Hach Company is pleased to submit this technical and business proposal for your review and consideration. Hach proposes to provide services to Customer as set forth below, subject to the terms and conditions of Hach Company's Subscriber License and Data Delivery Services Agreement:

### Data Delivery Services (DDS)

**High-level Description of Services:** Hach proposes to install for Customer a collection system flow metering network utilizing Hach's open channel flow meters and tipping bucket rain gauges (optional) equipped with wireless data transmission. Data shall be delivered via a web server application. This enables the Customer to share data across a network (or the Internet) to operating workstations with common internet browser software.

Data is presented to the Customer using Hach's FSDATA web application. FSDATA allows the Customer to analyze data and generate reports directly within the application. Additionally, FSDATA allows the Customer to export data to be utilized in other software packages. All access to data in FSDATA is controlled by password permissions.

Meter sites shall be selected by the Customer based on individual project goals and requirements. All meter sites shall be reviewed by Hach prior to installation to ensure safety and suitability for effective flow monitoring.

### 95% Flow Monitoring Up-time Guarantee:

All Hach Data Delivery Services projects include a 95% up-time guarantee (subject to Hach's limited warranty) for Flowmeter Equipment. This guarantee ensures that the Hach instruments deployed for each individual site within the scope of your project will function properly for at least 95% of the time in a given month. In the event that a given meter does not meet that minimum level of up-time, your data from that site for that month is free.

### Details Regarding Equipment and Services

#### Measurement Instrumentation

**Instrument Selection:** Selection of the appropriate measurement technology to perform flow monitoring is critical to obtaining accurate data. Hach Company's portfolio of Flow measurement instruments allows maximum flexibility in determining the appropriate instrument to match the specific site conditions. All instrumentation utilized in fulfillment of this contract is designed, manufactured, and supported directly by Hach Company. Instrument specifications are included in the "Specifications of Flowmeter Equipment" section of this document.

**Optional Rain Gauging:** Tipping bucket rain gauges, measuring in 0.01" increments, are offered as a supplement to the DDS program to pin-point rainfall measurements. Our tipping bucket rain gauges are not included in the 95% uptime guarantee due to the possibility of leaves or other debris interfering with the measurement and fewer diagnostic capabilities to determine proper functioning of the gauges in between planned maintenance visits. However, when rain gauging is selected as a supplement to the DDS program, every effort is made to provide accurate rain data, including tracking other regional rain gauge and radar sources for a functional check of our rain gauges. When wet weather analyses comparing rain data with flow data are desired, our DDS Advanced Report is a great option to pair with the DDS program. See the DDS Advanced Report section below for additional information.

**Equipment and Factory Calibration:** Flowmeter Equipment and accessories are stored at Hach's factory at all times. Prior to storage, all meters are cleaned and checked for proper operation. Prior to shipment to a project, all meters are visually checked and calibrated to NIST traceable standards.

#### Communications and Security

**Secure Data:** Hach Data Delivery Services take full advantage of the security features provided by the isolated Hach Web server, such as CRC checking of transferred data, firewall protection, and control of Customer access according to their assigned Server Verification Code (SVC). In addition, Hach Data Delivery Services offers control of the contents of each page according to the Customer's authorization.

**Remote Telemetry Unit (RTU) Communications:** The integrated RTU/flow meter communicates with the host computer to:

- Transfer instrument data
- Initiate alarms for user-defined events
- Reconfigure computations, schedules and site parameters

**Communication Methodology:** The RTU configured with a 1xRTT or GSM cellular modem automatically transfers data to the host computer following each flow measurement, then powers off the modem between calls. This effectively provides near real time flow data on the network while minimizing energy consumption. A data call following a flow measurement over the cellular network consists of two IP data packets; one from the RTU to the host; the second from the host to the RTU confirming valid receipt of error free data. The contents of the RTU packet will include the level, velocity, flow, and rainfall (if applicable) for all measurements since the previous data call. The battery voltage and any alarm messages shall also be included. The standard configuration for instruments is set to 1-hour data transmission and 15-minute data collection intervals.

**Data Security:** Wireless cellular data occurs between specific IP addresses. The RTU generates data calls only to pre-programmed IP addresses, and never answers incoming, unsolicited calls from unknown IP addresses. Similarly, the host computer firewall accepts data calls only from RTUs with known IP addresses transferred over the cellular network.

#### Services

**Installation and Maintenance Services.** Hach agrees to install and maintain the Flowmeter Equipment in and around Customer's designated sewer manholes and effluent discharge areas (each a "Monitoring Site") for the fees and expenses set forth on the Service Order Form. This service includes optional deployed rain gauges. Customer agrees to provide to Hach secure, safe and free access as Hach requires during the term of the engagement to each Monitoring Site for the purpose of installing, maintaining and retrieving the Flowmeter Equipment and to provide the Data Delivery and data storage Services. Customer shall not, nor shall it permit others to access the Flowmeter Equipment for any reason. Customer is responsible for risk of loss or damage to the Flowmeter Equipment installed in or around Customer's Monitoring Site(s). Customer agrees that in the event the Flowmeter Equipment sustains loss or is damaged, whether or not such loss or damage is Customer's fault, Customer will pay Hach the full cost of replacement of such Flowmeter Equipment including the cost of labor, if any, required for the removal of damaged Flowmeter Equipment and for the replacement installation.

**Meter In-Situ Calibration:** Hach agrees to perform in-situ calibrations. A velocity profile shall be taken using a portable velocity meter and shall be recorded on the velocity profile worksheet. The average velocity determined by the velocity profile is compared to the velocity measured by the Flowmeter equipment. Also, the depth of flow shall be physically measured and compared against the depth measured by the Flowmeter equipment. The depth measurement of the Flowmeter equipment is adjusted to the depth measured manually and then verified that the depth has not changed.



**Data Access and Storage Services.** Hach agrees to develop a Customer-specific web page on Hach's Data Delivery Services web site(s) ("Customer's Web Page"), accessible only by Hach and its suppliers, Customer, Customer's Administrator and Authorized Customer Users, through which Customer Data may be accessed by Customer. Hach agrees to make all Customer Data collected by the Flowmeter Equipment at the Monitoring Sites accessible to Customer through Customer's Web Page, via a commercial digital wireless network or otherwise in Hach's sole discretion.

**Meter Repairs and Maintenance:** All repairs and maintenance, including battery replacement, to the Hach flow meters and rain gauges shall be the responsibility of Hach. Any costs associated with repairs and/or maintenance shall be paid by Hach and will not be incurred by the Customer. Hach will notify the project Point-of-Contact(s), identified by Customer, via email of upcoming maintenance requiring Hach and/or Hach Representative to be onsite.

**Service Levels.** Subject to all limitations of liability contained herein, Hach will endeavor to provide Customer with access to Customer's Web Page twenty-four (24) hours a day, Monday through Sunday, excluding periods of routine planned maintenance and upgrade services (the "Routine Window") and emergency services, with ninety-five percent (95%) uptime. Such periods are subject to change upon notice to Customer. Hach shall provide maintenance and upgrades to the Data Delivery Services, including Customer's Web Page, during the Routine Window unless deferral of such maintenance or upgrades would materially and adversely affect the performance or security of the Data Delivery Services, Hach's network, data center or other customers. Hach shall endeavor to perform such maintenance or upgrades in such a manner so as to not adversely impact Customer's use of the Data Delivery Services. To the extent possible, Hach shall notify Customer as far in advance as practicable of any maintenance or upgrades outside the Routine Window. Hach agrees to back up and store flow data collected by the Flowmeter Equipment at Customer's Monitoring Sites ("Customer Data") using industry standard security means. Hach will back up Customer Data on a daily basis and store it during the term of this engagement.

**Data Analysis.** Hach provides engineering reviewed data analysis services as outlined below. Hach agrees to provide data analysis in the case that the DDS Final Data or the DDS Full Report is included in the fees and expenses set forth on the Service Order Form. No additional consulting or other services are provided by Hach to Customer not included on the Service Order Form. Customer acknowledges and agrees that Hach does not review, edit, investigate, confirm or analyze Customer Data or exercise any form of control over Customer Data other than those specific collection and storage services set forth in this Proposal.

**DDS Final Data:** Service provides both raw data and final data. Final data is engineer-reviewed with adjustments to correct for common issues that adversely affect data quality. From ultrasonic or velocity dropouts, temperature compensation, to false surcharges and even historic data anomalies, DDS Final Data identifies and corrects data quality issues that could otherwise impact your operation, especially in billing sites.

**DDS Advanced Report:** Service includes the full package of DDS Final Data, plus additional engineering analysis. This includes a spreadsheet providing additional analysis, daily and monthly averages, data visualization, raw and final data sets, and rain data. Finally, a PDF Report is prepared capturing graphics and tables from the spreadsheet, as well as maintenance logs, site description/map/install setup, data adjustments and more.

#### **Customer Responsibilities**

**Site Selection Criteria:** Selection of the appropriate site to perform flow monitoring is critical to obtaining accurate data. The ideal site will have a straight run of pipe with at least three pipe diameters upstream and downstream of the probe location, and no dimensional variations that will change the hydraulic characteristics of the flow. Understanding that the probe will generally be placed in close proximity to a manhole, flow direction should not change abruptly going through the manhole, i.e., there should be a straight run through the manhole. The manhole should not have debris, brick or any other objects that might disrupt the flow. There should be a smooth transition through the manhole with flow conditions resembling that of pipe flow; and the incoming pipe invert should be higher than the outgoing pipe invert. The manhole must also be accessible, not only for installation and recovery of the meter, but also for periodic inspections during the flow monitoring period. Flow conditions at the ideal site (prior to installation of the sensor) should have a minimum velocity of 0.75 feet per second. The Customer is encouraged to provide the list of monitoring sites at the time the contract is signed. In the event that the list of sites is not available at the time the contract is signed, the sites will be mutually documented by a customer representative and the Hach field team. The final list of sites will be reflected in the "Installation Site Sheet" documents attached to each site in FSDATA.

**Customer Administrator.** Customer agrees to designate a single individual (its "Administrator") who shall be Customer's agent in designating those employees of Customer who may, through unique Passwords, Customer IDs or other security means, access Customer's Web Page and Customer Data. Each Customer employee authorized to access Customer's Web Page and to whom a unique Password or Customer ID is assigned and issued shall be an "Authorized Customer User." The Administrator shall be responsible for the relationship between Hach and each Authorized Customer User. Only the Administrator may contact Hach to update Authorized Customer User profiles, approve new and close Authorized Customer User accounts. Hach shall issue and provide to each Administrator all security certificates, passwords and Customer identifications (collectively "Passwords and Customer IDs") for distribution to Authorized Customer Users. Customer shall keep full and accurate records of all issued, active and inactive passwords and Customer IDs. The right to use passwords or Customer IDs terminates immediately upon the earlier of termination of the engagement or an Authorized Customer User authorization to access Data Delivery Services. Customer is responsible for issuing, administering, updating and ensuring that proper security measures are in effect with respect to all Passwords and Customer IDs. Customer is solely responsible for monitoring, supervising and terminating, when appropriate, its Authorized Customer User access to Data Delivery Services. The use of Passwords and Customer IDs constitutes acts of Customer and Hach may rely upon the instructions, consent given and all action taken, without verifying the identity or authority of any person accessing Data Delivery Services by means of such Passwords and Customer IDs. Although each Authorized Customer User is personally responsible for its use of Data Delivery Services, Customer's Web Page and Customer Data, Customer is responsible for ensuring that its Administrator and each Authorized Customer User is aware of and complies with this Agreement.

**Customer Equipment.** Certain hardware, software and telecommunications and other services and equipment (collectively "Customer Equipment") are required to access and use the Data Delivery Services. Customer is responsible for obtaining, implementing and operating and maintaining all Customer Equipment and bearing all related costs and expenses. Hach does not provide and Customer agrees it is not relying on Hach to provide advice or other assistance in selecting and acquiring Customer Equipment necessary for Customer to access the Data Delivery Services. Hach is not responsible for any change to the Services that may cause Customer Equipment to become obsolete, require modification or alteration or otherwise affect the performance of the Services.

### DDS PROJECT SUMMARY

#### Hach Deliverables:

- Delivery of factory calibrated flow instruments and communications equipment as specified
- Hach-certified installation services and system start-up
- In-situ calibration of Hach flow instruments to observed site conditions
- As-built documentation of installations and observed site conditions
- Standard configuration of instruments for 15-minute data collection and 1-hour data transmission intervals
- Customer training on FSDATA software navigation and features, including report generation
- Secure 24/7 access to customer data on Hach's FSDATA software, viewable via standard web browsers (i.e., Internet Explorer)
- Ongoing monitoring of Hach instrument functionality to ensure instrument uptime
- Technical support by phone (800-368-2723) as needed
- Planned and unplanned instrument maintenance
- Instrument removal upon contract completion

#### Customer Responsibilities:

- Designate a shipping address to receive the meters
- Identify preferred monitoring sites
- Provide access to monitoring sites for Hach's field crews
- Identify one individual as customer administrator, and up to 5 authorized users for access to secure flow data
- Supply computer and internet connectivity to access FSDATA software
- Generate reports utilizing FSDATA software as required by the project

#### Sales Contact:

Name: Randy Draper  
Title: Divisional Sales Manager  
Phone: 301-524-6342  
Email: rdraper@hach.com

## TERMS AND CONDITIONS FOR SUBSCRIBER LICENSE AND DATA DELIVERY SERVICES

### 1. TERMS AND CONDITIONS

These "Terms and Conditions" mean collectively, the terms and conditions contained herein. Any Terms and Conditions originating with Customer are superseded by these Terms and Conditions and shall not be or become part of the contract between HACH COMPANY and Customer unless specifically accepted in a writing signed by a duly authorized officer of HACH COMPANY. HACH COMPANY'S commencement of work shall not be construed as acceptance of an order from Customer containing additional or different terms and conditions. HACH COMPANY shall have no liability to Customer of any nature until Customer signs and delivers to the HACH COMPANY the Service Order Form.

### 2. LIMITED LICENSE

HACH COMPANY grants to Customer during the term hereof a nonexclusive, non-transferable, non-sublicensable, limited, revocable license to access Customer's Web Page solely through HACH COMPANY's network, solely for (a) Customer's internal business operations and (b) accessing Customer Data retrieved from Customer's Monitoring Sites by the Flowmeter Equipment. HACH COMPANY grants no rights other than those granted explicitly herein and reserves and retains for itself and/or its licensors all title, copyright and other proprietary rights in the Flowmeter Equipment, Data Delivery Services and Customer's Web Page, including all updates, custom modifications and derivatives, all of which shall become the property of HACH COMPANY.

### 3. SERVICES

Restrictions and Requirements. Customer is responsible for all activities that occur under its Authorized Customer User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Hach promptly of any such unauthorized use; (iii) adhere to all Customer requirements set forth in the Technical Proposal; and (iv) comply with all applicable local, state, federal, and foreign laws in using the Services and, if using the Services outside of the United States, not use the Data Delivery Services in a manner that would violate any federal or state laws of the United States if conducted therein.

Use Guidelines: Customer shall and shall cause its Administrative and Authorized Customer Users to use the Data Delivery Services solely for its own internal business purposes as contemplated by this Agreement and not that of any third party and shall not: (a) license, sublicense, sell, resell (except as may be expressly permitted by Hach in the Service Order Form, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than as contemplated by this Agreement; (b) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (c) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (d) send or store material containing software viruses, worms, Trojan Horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the

integrity or performance of the Data Delivery Services, the data contained therein or the web page of other Hach customers; (f) attempt to gain unauthorized access to the Data Delivery Services, its related systems or networks or the web page or data of other Hach customers; or (g) cause or permit the reverse engineering, disassembly or decompilation of the Flowmeter Equipment, Data Delivery Services or of Customer's Web Page. Customer shall not (h) modify, copy or create derivative works based on the Data Delivery Services or Hach technology; (i) create Internet "links" to or from the Data Delivery Services, or "frame" or "mirror" any content forming part of the Data Delivery Services, other than on Customer's own intranets or otherwise for its own internal business use for the purposes set forth in this Agreement; or (j) disassemble, reverse engineer, or decompile the Data Delivery Services or Hach technology, or access it in order to (l) build a competitive product or service, (ll) build a product or service using similar ideas, features, functions or graphics of the Service, or (lll) copy any ideas, features, functions or graphics of the Service.

### 4. FEES; PAYMENTS; TAXES

Customer shall pay all Fees specified in US dollars. Except as provided below, Fees are non-refundable. HACH COMPANY shall invoice Customer monthly in ARREARS and Customer shall pay HACH COMPANY fees for the Services in the amount and on the following terms, free and clear of, and without any reduction for, any and all taxes (the "Fees"). Fees are due thirty (30) days from the invoice date. Delinquent payments shall bear interest at the rate of one and one half percent (1.5%) per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Payments may be applied first against interest and collection costs and then Fees. Customer agrees to pay all late charges imposed and all reasonable expenses (including attorneys' fees) incurred by HACH COMPANY in collecting unpaid or delinquent amounts. If Customer's account is thirty (30) or more days overdue, in addition to any of its other rights and remedies, HACH COMPANY may suspend Customer's access to the Data Delivery Services without liability to Customer.

### 5. ACCEPTABLE USE

HACH COMPANY may, in its sole discretion, restrict, suspend, refuse access and/or terminate the access should HACH COMPANY learn of any violation. Customer shall conform to and comply with all applicable laws, rules, regulations, orders and other governmental requirements, now or hereafter in force, related to the Services.

### 6. TERM AND TERMINATION

This Agreement is effective on the date set forth in the Proposal, and shall continue for the term set forth therein. After the initial term, this Agreement shall continue on a month to month basis at HACH COMPANY's then current applicable rates unless terminated by either party upon thirty (30) days written notice to the other party given prior to the expiration of the applicable term. Either party may terminate this Agreement in the event the Data Delivery Services are not accessible by Customer at least ninety-five (95%) percent of the time during three (3) consecutive months of any term.



Except as otherwise provided for herein, either party may terminate this Agreement upon the material breach of the other party, if such breach remains uncured for thirty (30) days following written notice to the breaching party. The foregoing notwithstanding, HACH COMPANY may terminate immediately upon Customer's breach of Section 8 or upon Customer's second breach of any other Section.

Upon any termination of this Agreement, all rights to access the Data Delivery Services and Customer's Web Page terminate. Customer shall provide to HACH COMPANY secure, safe and free access to the Monitoring Site for the purpose of retrieving the Flowmeter Equipment for a period of ninety (90) days from the date of notice of termination. HACH COMPANY shall have no obligation to refund to Customer any Fees and any unpaid Fees shall immediately be due and payable upon termination. The foregoing notwithstanding, should either party terminate due to the unavailability of the Data Delivery Services as provided in this Section 6 above, Customer shall not be obligated to pay Fees for the pertinent months and if already paid, HACH COMPANY agrees to refund to Customer Fees paid during the period of unavailability. The foregoing shall be HACH COMPANY's sole obligation and Customer's exclusive remedy for unavailability of the Data Delivery Services. HACH COMPANY may destroy all backup and stored Customer Data within thirty (30) days of the expiration or termination of this Agreement. Termination of this Agreement for cause shall not limit HACH COMPANY from pursuing other remedies available to it, including equitable relief, nor shall such termination relieve Customer of its payment obligations hereunder.

**7. OWNERSHIP OF FLOWMETER EQUIPMENT**

Customer acknowledges and agrees that the Flowmeter Equipment and all hardware, software and other equipment of any nature comprising and/or utilized by HACH COMPANY in the delivery of the Services or otherwise supplied to Customer is and remains the sole and exclusive property of HACH COMPANY and its suppliers. The Flowmeter Equipment, Customer's Web Page, Data Delivery Services, including all Intellectual Property Rights therein, created or developed under this Agreement are, will be and remain the sole and exclusive property of HACH COMPANY and/or its licensors or suppliers. For purposes herein, "Intellectual Property Rights" shall mean any and all now known or hereafter known tangible and intangible (A) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works; (B) trademark and trade name rights and similar rights; (C) trade secret rights; (D) all Data Delivery Services data, content, software, text, typefaces, graphics, and any other documents or information of any kind relating to Data Delivery Services and Customer's Web Page including selection and arrangement of materials therein and "look and feel" thereof (but excluding Customer Data); (E) patents, designs, algorithms and other industrial property rights; and (F) all other intellectual and industrial property rights, whether arising by operation of law, contract, license, or otherwise. Neither Customer, its employees, Administrator, Authorized Users nor agents shall assert or claim any

ownership interest in the Services, the Flowmeter Equipment, Data Delivery Services, or Customer's Web Page.

**8. NON-DISCLOSURE OF INFORMATION**

Customer Data is confidential and proprietary information to Customer. HACH COMPANY acknowledges that it will have access to Customer Data in the course of providing the Services and agrees to hold Customer Data in confidence and not to release or give access to Customer Data to any third party unless such individual or entity has a need for such knowledge to perform Services in the furtherance of this Agreement. HACH COMPANY further agrees not to make use of Customer Data for its own benefit or for the benefit of any third parties, other than for the performance of this Agreement. Notwithstanding the foregoing, HACH COMPANY may retain Customer Data for the purpose of analysis and research and to aggregate it with that of other HACH COMPANY customers for statistical analysis, trends or other industry-related purposes so long as such use does not result in the identification of Customer.

The Flowmeter Equipment and all components thereof, such as the Flo-Dar appliance, antennae, related software and documentation, Data Delivery Services technology and architecture, terms of this Agreement, Service Order Form including pricing, and any information that comes into Customer's possession or knowledge in connection with HACH COMPANY's interests, including without limitation its methods, equipment, financials, or marketing and sales information (collectively "HACH COMPANY Confidential Information") consists of confidential and proprietary information of HACH COMPANY, its affiliates, licensors, or third parties. Customer agrees to hold HACH COMPANY Confidential Information in confidence and agrees not to release such information to any individual whether employee, subcontractor or subcontractor employee, unless such individual has a need for such knowledge for the performance of this Agreement. Customer further agrees not to make use of HACH COMPANY Confidential Information for its own benefit or for the benefit of any third parties other than as specifically required in the performance of this Agreement.

The above limits on disclosure do not include information which the receiving party can prove (A) is or becomes known publicly without its fault; (B) is learned by it from a third party entitled to disclose the information; (C) is already known to it before receipt from the disclosing party; or (D) is independently developed by it.

In the event of any breach of these confidentiality obligations, each party acknowledges that the non-breaching party would be irreparably injured and shall be entitled to seek equitable relief, including injunctive relief and specific performance, in any court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement.

Upon termination of this Agreement, such Confidential Information shall, upon request of the party who disclosed the information, be returned thereto or permanently destroyed.



The terms of this Section shall survive the termination of this Agreement.

9. **REPRESENTATIONS AND WARRANTIES**

HACH COMPANY warrants that the Services will be performed in a professional and workmanlike manner and will be of a quality conforming to general standards of care and to "Services" section of this Agreement.

HACH COMPANY DOES NOT GUARANTEE THE AVAILABILITY OF THE DATA DELIVERY SERVICES OR THAT ACCESS WILL BE UNINTERRUPTED OR ERROR FREE. HACH MAY INTERRUPT, LIMIT, SUSPEND OR TERMINATE THE DATA DELIVERY SERVICES FROM TIME-TO-TIME FOR MAINTENANCE UPGRADES OR ANY REASONABLE PURPOSE PROVIDED THAT WHEN PRACTICABLE HACH COMPANY WILL USE COMMERCIALY REASONABLE EFFORTS TO NOTIFY CUSTOMER IN ADVANCE.

CUSTOMER'S EXCLUSIVE REMEDY AND HACH COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY SHALL BE RE-PERFORMANCE OF THE SPECIFIC NON-CONFORMING SERVICE.

HACH COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Customer for itself and on behalf of its Administrator and each Authorized Customer User represents and warrants to HACH COMPANY that: (A) it owns or has the right to permit HACH COMPANY to access its Monitoring Sites and surrounding areas for installation, maintenance and retrieval of the Flowmeter Equipment; (B) it, its Administrator and Authorized Customer Users shall comply with all terms and conditions and policies for use of the Data Delivery Services.

Customer shall and hereby agrees to defend, indemnify and hold HACH COMPANY and its affiliates, suppliers and licensors harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges and expenses (including without limitation, reasonable attorneys' and consultants' fees and such fees and penalties as any third party licensors may impose) arising out of or in connection with: (i) any breach of this Agreement by Customer and/or its Authorized Customer Users; (ii) any civil and/or criminal suit alleging that HACH COMPANY had no right or authority to access the Monitoring Sites; (iii) any Customer and/or Authorized User negligence, recklessness or willful misconduct; or (iv) any violation of, or non-compliance with applicable laws. Customer's obligations hereunder do not apply to the extent of damages directly caused by the gross negligence of HACH COMPANY.

10. **LIMITATION OF LIABILITY**

**IN NO EVENT SHALL HACH COMPANY, ITS AFFILIATES, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE TO**

**CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, OR FOR CORRUPT OR UNAVAILABLE CUSTOMER DATA, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT OR STRICT LIABILITY, EVEN IF HACH COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING NOTWITHSTANDING, IN NO EVENT SHALL HACH COMPANY'S LIABILITY FOR DAMAGES HEREUNDER TO CUSTOMER EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER PURSUANT TO THE APPLICABLE SERVICE ORDER UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRIOR TO THE CLAIM GIVING RISE TO THE LIABILITY. CUSTOMER HEREBY INDEMNIFIES, HOLDS HARMLESS AND AGREES TO DEFEND HACH COMPANY AGAINST ANY THIRD PARTY CLAIM.**

THE FOREGOING LIMITATION OF LIABILITY SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE FOREGOING DISCLAIMERS AND LIMITATIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

11. **INITIAL DISPUTE RESOLUTION/JURY WAIVER**

All disputes shall be referred to the parties' respective representative designated by each party. If such designated representative(s) are unable to resolve the dispute within seven (7) business days, the parties shall submit the dispute to a senior executive from each party for resolution. Thereafter if the dispute remains unresolved for an additional seven (7) day period, the parties may pursue resolution through any lawful means.

12. **GENERAL**

(a) As between themselves, the parties are independent contractors with no authority to contract for or in any way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other.

(b) This Agreement shall be governed by the laws of the State of Colorado without giving effect to principles of conflict of laws and shall benefit and be binding upon the parties hereto and their respective successors and assigns. The parties hereby consent to jurisdiction in the State of Colorado and agree that, subject to HACH COMPANY's right to seek equitable relief in any court of competent jurisdiction, the courts within Colorado shall have exclusive jurisdiction over any issues regarding the enforcement of this Agreement. The United Nations Convention on the International Sale of Goods shall not apply.



- (c) Any notice given pursuant to this Agreement must be in writing and will be given by overnight courier service, personal delivery, or by United States certified mail, return receipt requested, postage prepaid, to the addresses appearing in the Proposal. Notice will be deemed effective on the date delivered to the addressee as confirmed by the applicable delivery service. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.
- (d) The failure of either party to insist upon a strict performance of or to seek remedy of any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute nor be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such items shall continue and remain in force and effect. All rights or remedies specified in this Agreement and all other rights or remedies that either party may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised by the party seeking enforcement or not, shall be deemed to be in exclusion of any other right or remedy. Any consent, waiver or approval by either party of any act or matter must be in writing and shall apply only to the particular act or matter to which such consent or approval is given.
- (e) Neither this Agreement nor any license granted hereunder may be assigned by Customer without the prior written consent of HACH COMPANY which may be withheld for any reason and any such assignment is void.
- (f) The captions are for convenience and in no way define, limit or enlarge the scope of this Agreement or any of its Sections.
- (g) If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement, or the application of such provisions or circumstances shall be valid and shall be enforced to the fullest extent permitted by law.
- (h) HACH COMPANY shall have no liability for delays, failure in performance or damages due to fire, explosion, terrorism, lightning, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities, inability to secure materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers or any other causes beyond HACH COMPANY's control.
- (i) Customer agrees to comply fully with all relevant export laws and regulations of the United States to assure that neither the Hach Intellectual Property Rights nor any direct product thereof are (a) exported directly or indirectly, in violation thereof; or (b) are intended to be used for any purposes prohibited thereby.
- (j) The definitions wherever located and any other provisions or terms that by their nature should survive, shall survive the expiration or termination of this Agreement.
- (k) Any claim by a Customer arising out of or in connection with this Agreement shall be brought within one (1) year of the date on which the claim first arose. In the event any legal action is taken by either party to enforce the terms of this Agreement, the non-prevailing party shall pay all related court costs and expenses, including without limitation, the prevailing party's reasonable consultants' and attorneys' fees.
- (l) In dealings between HACH COMPANY and Customer, HACH COMPANY shall be entitled to rely upon any assent by a person using its assigned Password and User ID.
- (m) HACH COMPANY shall have the right, upon reasonable notice to Customer and during normal business hours, to periodically conduct an audit of Customer's usage, subject to the confidentiality provisions of this Agreement, in order to verify Customer's compliance with this Agreement.
- (n) HACH COMPANY may disclose that Customer is approved to conduct or is conducting business through the Data Delivery Services and may provide a brief description of Customer's business and appropriate Customer contact information to current and potential customers, other customers, HACH COMPANY suppliers and/or in marketing and advertising material promoting HACH COMPANY, Flo-Dar and/or Data Delivery Services.
- (o) These Terms and Conditions and any written modifications thereto contained in a HACH COMPANY Service Order Form executed by both parties, constitute the entire agreement between the parties and supersede any and all previous representations, understandings, discussions or agreements, oral or written, between Customer and HACH COMPANY. This Agreement may only be amended by an instrument in writing signed by Customer and HACH COMPANY.

## **Exhibit B: Purchase Option**

# North / East

## TECHNICAL SALES, INC.

171 Ruth Road – Harleysville, PA 19438  
Phone: (215) 513-1000; Fax: (215) 513-2155

Tuesday, November 30, 2021

Jon Castro  
Chesapeake Beach WWTP  
8550 Bayside Rd.  
P.O. Box 400  
Chesapeake Beach, MD 20732

Quote #: HC-113021-01-JG  
Re.:  
E-Mail: jcastro@chesapeakebeachmd.gov  
Phone: 410-257-9334

North East Technical Sales is pleased to submit the following for your consideration:

<u>Item.</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
A	1	Hach Model FL902.97.AX Wireless Flow Logger For Use With FloDar With SVS Surcharge Using ATT Cellular, (other carriers available)	\$7162.00	\$7162.00
B	1	Hach P/N 8542700 Wall mount bracket with AC Power Supply shelf	\$345.00	\$345.00
C	1	Hach P/N 8623800 Blade Antenna	\$86.55	\$86.55
D	1	Hach P/N CLAROS-YRLY "FSData (Cellular plan & subscription bundle)"	\$500.00	\$500.00
E	1	Hach Model 4000-430 FloDar Open-Channel Flow Meter Incorporates a Doppler Radar Velocity Sensor and Ultrasonic Depth Transducer With Surcharge Option	\$7528.00	\$7528.00
F	1	Hach P/N FDJCTBOXCBL-060 Sixty-Foot Cable From FloDar Sensor To FL 900 Flow Logger	\$686.00	\$686.00
G	1	Hach P/N 600006206 Sixty-Foot Cable With Surcharge Sensor	\$1485.00	\$1485.00
H	1	Hach P/N 800016701 FloDar Permanent Sensor Mount Includes frame and hardware	\$868.00	\$868.00
I	1	Hach P/N 8528600 Power Cord/Adapter From Power Supply To FL 900	\$164.00	\$164.00
J	1	Hach P/N 8754500US Power Supply	\$489.00	\$489.00
K	1	NETS Service Installation And Startup	\$2500.00	\$2500.00
L	1	Hach P/N 8528300 Interface Cable From FL900 to PC	\$159.00	\$159.00
<b>TOTAL:</b>				<b>\$21,972.55</b>

Shipment: 2 – 3 Wks. After Acceptance of Purchase Order  
F.O.B.: Shipping Point  
Freight: Prepay and Add

Terms: Net 30 Days  
Validity: 60 Days



# **North / East**

## **TECHNICAL SALES, INC.**

171 Ruth Road – Harleysville, PA 19438  
Phone: (215) 513-1000; Fax: (215) 513-2155

Please address purchase order to **Hach Flow Division 5600 Lindbergh Dr Loveland, CO 80503** and either email or fax for processing:  
Email: [mstupka@netechsales.com](mailto:mstupka@netechsales.com). Fax: 215-513-2155

Thank you for your interest in our products. If you have any questions or comments, please do not hesitate to contact us. We look forward to working with you and earning your business.

Regards,

***Joseph C. Gunn***  
North East Technical Sales  
215-513-1000

### **Quote Terms and Conditions**

**QUOTE CONDITIONS:** This quote constitutes an offer by North East Technical Sales, Inc. to the buying party named on page 1 of this quote. This is for the sale of the products itemized above. You may accept this offer by providing North East Technical Sales, Inc. with an official purchase order citing the quotation number above or other written confirmation citing the quotation number above.

North East Technical Sales, Inc. has done their best to understand the application based on information provided by the buying party. Our proposal is accurate only based on the information provided by the buying party. The buying party is obligated to ensure that the equipment is installed and utilized per the specifications of the equipment for the application. North East Technical Sales will not be held liable for any bodily injuries, equipment damage, which occurs as a result of misuse of the equipment per the specifications of the manufacturer.

**TERMS:** If you have not accepted this quote within 60 days of the date of this quote, this quote will expire and will be null and void.

**PAYMENT:** Payment terms for this quote are as set out in the "Payment" section of this quote or as agreed separately between you and North East Technical Sales, Inc.

**GENERAL TERMS:** All purchases of products and/or services are expressly and without limitation subject to the manufacturer's terms & conditions of sale. Acceptance of North East Technical's offer through one of the following methods shall constitute a contract of sale ("Contract").

1. Buyer's issuance of a purchase order document against North East Technical's offer or quotation.
2. North East Technical's acknowledgement of the Buyer's order

**DELIVERY:** Delivery dates in respect of the products will be set by North East Technical Sales, Inc. upon receipt from the buyer of an official purchase order or other written confirmation accepting of this quote. North East Technical makes no guarantee in respect of delivery dates in respect of this quote and such dates are subject to change.

**SHIPPING:** All quotes are FOB Shipping Point unless otherwise noted.

**WARRANTY:** All Products are subject to the warranty given by the manufacturer of the Products.