



**TOWN COUNCIL INFORMATIONAL
WORK SESSION AGENDA
April 12, 2022**

I. Call to Order and Roll Call

II. Pledge of Allegiance

III. Informational discussion on the following:

1. Staff to present Water Park Fund budget
2. Staff to present Utility Fund budget
3. Town Council to discuss the Comprehensive Plan
4. American Rescue Plan Funding
5. RFP General Cleaning Services
6. Kellam's Field Storm Drainage
7. MOU – The Maryland Department of Human Services
8. Closed Session- A motion to close the meeting under the Statutory Authority of the Md. Annotated Code, pursuant to General Provisions Article, §3-305(b), subsection (3) "To consider the acquisition of real property for a public purpose and matters directly related thereto".

IV. Council Lightning Round:

V. Adjournment

WATER PARK FUND	FY 2020		FY 2021		FY 2022		FY 2023	DEFINITIONS
	Actual	Budget	Actual	Budget	Actuals as of 12/31/2021	Budgeted	Budgeted	

INCOME

500-430130 · Reserves Allocation	0	0	0	108,716		368,322	311,858	Funds required to make the budget balance
500-450110 · Birthday Parties	16,550	25,000	17,349	30,000	27,171	5,517	17,500	Revenue from birthday parties
500-450120 · Daily Admissions	564,802	750,000	369,732	750,000	512,732	559,200	717,500	Revenue from daily admissions
500-450130 · Group Sales	51,869	55,000	14,104	60,000	2,296	17,290	12,000	Revenue from group sales
500-450135 · Miscellaneous Income	(206)	500	749	500	(634)	500	500	Revenue from misc. Income
500-450160 · Rentals - Cabanas and Lockers	43,181	60,000	36,509	60,000	32,704	25,000	45,000	Revenue from cabanas and lockers
500-450165 · Rentals - Pavilion	780	2,000	461	1,000	1,080	500	1,000	Revenue from pavillion rentals
500-450170 · Retail Sales	250,810	400,000	181,244	350,000	195,522	175,000	260,000	Includes Snack Bar
500-450175 · Season Passes	40,198	45,000	160,221	55,000	50,285	80,000	130,000	Revenue from season passes
500-450190 · Swim Lessons	5,692	12,000	17,269	12,000	5,885	7,000	13,000	Revenue from swim lessons
500-495000 · Investment Interest	10,844	2,500	867	12,000	245	1,500	1,000	Interest from savings
Total Income	984,521	1,352,000	798,506	1,439,216	827,286	1,239,829	1,509,358	

Cost of Goods Sold

500-6925-542500 · Cost of Goods Sold	96,356	150,000	71,876	135,000	74,361	70,000	103,174	Supplies that are purchased for sale by the WP
Total COGS	96,356	150,000	71,876	135,000	74,361	70,000	103,174	

Gross Profit	888,165	1,202,000	726,630	1,304,216	752,925	1,169,829	1,406,184	
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WATER PARK FUND	FY 2020		FY 2021		FY 2022		FY 2023	DEFINITIONS
	Actual	Budget	Actual	Budget	Actuals as of 12/31/2021	Budgeted	Budgeted	
Expense								
500-6925-602000 · Salaries and Wages	359,207	462,929	333,416	516,877	233,688	390,057	479,120	Salaries for Water Park seasonal staff
500-6925-602010 · Wages - Admin & Maint Support	164,073	166,837	161,546	218,182	80,713	229,091	240,000	TH staff allocation/WP full time
500-6925-602050 · FICA	42,405	55,490	37,001	67,478	23,549	51,687	56,856	Payroll Taxes
500-6925-602100 · Medical & Life Insurance	39,716	45,381	45,978	47,794	37,865	66,894	73,583	Health and life insurance for WP full time staff
500-6925-602300 · Retirement	27,589	25,987	32,314	30,785	16,344	40,500	42,525	Retirement benefits for WP full time staff
500-6925-623900 · Professional Fees	49,824	45,000	30,944	50,000	24,053	36,000	50,000	Legal council, rentals, software and subscriptions
500-6925-632800 · Bank & Credit Card Charge	31,653	32,000	38,517	40,000	38,700	35,000	70,000	Fees and charges for online payment services
500-6925-633000 · Marketing	23,534	32,000	17,621	35,000	4,962	25,000	25,000	Signs, promotional materials, mailings, advertisements
500-6925-637000 · Education & Travel	9,110	12,000	(1,838)	12,000	6,765	10,000	15,000	Licenses, training, etc. for WP staff
500-6925-665603 · Pool Supplies	37,750	49,962	26,875	42,500	18,752	38,000	38,000	Uniforms and general pool and office supplies for the WP
500-6925-684600 · Chemicals	28,551	30,000	27,304	35,000	19,306	38,000	48,000	Chemicals for proper pool functionality and maintenance
500-6925-685200 · Repairs & Maintenance	87,795	87,989	22,700	100,000	19,836	65,000	75,000	Supplies, parts, tools, contractors for WP repairs and maint.
500-6925-685220 · Landscape Maintenance	2,500	10,000	4,995	8,600	2,350	8,600	8,600	Charges for Maintenance of landscape
500-6925-687500 · Utilities	22,991	60,000	49,419	55,000	31,996	70,000	70,000	Office and mobile phones, electricity, water, propane
500-6925-741000 · Capital Repairs	47,443	48,425	23,266	25,000	16,990	26,000	69,500	Repairs to main equipment and machinery at WP
500-6925-780000 · Insurance	9,076	38,000	37,072	20,000	26,039	40,000	45,000	Insurance charges for the Water Park
Total Expense	1,098,084	1,202,000	989,057	1,304,216	601,908	1,169,829	1,406,184	
Net Income	(209,920)	0	(262,427)	0	151,018	0	0	



Town of Chesapeake Beach
Utility Rate Analysis
FY23

Overview

- Reserve allocations due to shortfalls should be minimized
- Grant funding requires utility funds be self sufficient
- Town staff is recommending a utility rate increase to ensure we are on a path for a self sufficient utility fund



Utility Rate History

- In the last 13 years, the Town has increased rates (3) three times, with the most recent rate increase taking place in 2018
- Town utility rates are significantly lower than nearby jurisdictions

Current local rates:

FY 22 Utility Billing				
Rates	Water	Sewer	Fixed Fee	Total
Chesapeake Beach	2.01	5.57	50	
Calvert County	2.92	6.32	*see below	
North Beach	42.2	126	0	Up to 4k gal
North Beach per 1k after 4k	6.25	7.25	0	

* Calvert County charges for each connection fee \$59.34 for water and \$119.34 for sewer these rates are charged by EDU Equivalent Dwelling Unit. The Town's Fixed fee is charged by location, which results in significantly lower bills for large users with multiple EDU's.



FY23 Rate Increase Proposal

- Town staff proposes applying Fixed Fees by Equivalent Dwelling Unit (EDU) consistent with the County
- Town staff proposes a increase in the variable charge with a tier structure to promote water conservation

		Water	Sewer
	Current Rates per 1000	2.01	5.57
FY23	Range 1 to 4000	2.21	6.13
FY23	Range 2 4001 to 8000	2.26	6.27
FY23	Range 3 8001 to 15000	2.31	6.41
FY23	Range 4 > 15000	2.36	6.54
FY24	Range 1 to 4000	2.41	6.68
FY24	Range 2 4001 to 8000	2.46	6.82
FY24	Range 3 8001 to 15000	2.51	6.96
FY24	Range 4 > 15000	2.56	7.10

- The higher the consumption, the higher the rate for that billing period.



FY23 Rate Increase Proposal

- For the fixed charges, the application of the \$50 quarterly fixed fee would stay the same for residential dwellings.
- Commercial / industrial accounts will be calculated by EDU at 190 gallons /day per the water and sewer manual
- Commercial / industrial accounts with more than one connection would be charged a \$50 fixed fee for each additional connection per quarterly billing period, consistent with Calvert County government. Although this is an increase for commercial / industrial accounts the Town is still significantly lower than what would be paid if the account were receiving services from neighboring jurisdictions



FY23 Rate Increase Proposal

- The incremental revenue generated from these proposed change would be approximately \$222,000 for FY23.
- Implementing the same variable increase in FY24 would bring in (approximately) an additional \$98,000.
- New rates for FY23 as well as FY24 are still less than what Calvert County and North Beach currently charges their accounts.

Quarterly Cost Comparison	TOCB FY23	Calvert County FY22	North Beach FY22	% difference County	% difference North Beach
4000 gallons	\$ 83.36	\$ 215.33	\$ 168.20	- 61%	- 50%
8000 gallons	\$ 118.24	\$ 252.29	\$ 222.20	- 53%	- 53%
15000 gallons	\$ 180.80	\$ 316.97	\$ 316.70	- 43%	- 43%
34600 gallons (2 connections)	\$ 407.94	\$ 676.44	\$ 581.30	- 40%	- 30%



FY23 Average Residential Impact

		Quarterly	*Monthly
FY23	Range 1 to 4000	\$ 1.98	\$ 0.66
FY23	Range 2 4001 to 8000	\$ 6.12	\$ 2.04
FY23	Range 3 8001 to 15000	\$ 13.68	\$ 4.56
FY23	Range 4 > 15000	\$ 35.19	\$ 11.73

* Utility Bills are billed quarterly.



Recommendation

It is recommended that Town Council consider the FY23 rate proposal, as provided, and re-evaluate in FY24



UTILITY FUND	FY 2020		FY 2021		FY2022		FY2023	DEFINITIONS
	Actual	Budgeted	Actual	Budgeted	Actual as of 12/31/2021	Budgeted	Budgeted	

REVENUE

Revenues - Sewer

400-440010 · Sewer Usage Charge	657,547	749,206	666,842	701,083	352,359	692,923	783,480	Charges from Sewer Usage
400-440020 · Sewer Miscellaneous Income	1,044	0				0	1,000	Income not from sewer usage
400-440040 · Penalties and Interest	1,765	2,000	453	1,368	1,013	0	2,000	Sewer penalty and interest charges
400-450000 · Investment Interest	31,527	15,000	1,380	8,208	420	2,000	1,500	Interest from savings account
Total Revenues - Sewer	691,883	766,206	668,674	710,659	353,792	694,923	787,980	

Revenues - Water

400-441010 · Water Usage Charges	254,211	277,851	259,887	275,937	134,809	279,968	348,380	Charges from water usage
400-441020 · Water Miscellaneous Income	2,430	600	870	2,160	1,050	1,000	2,000	Income not from water usage
400-441030 · Water Penalties and Interest	2,399	3,000	1,079	3,284	1,372	0	2,000	Water penalty and interest charges
Total 4000 · Revenues - Water	259,040	281,451	261,837	281,381	137,231	280,968	352,380	

Other Income:

400-430140 · Reserves from UF Savings	0	0	500,000	1,494,681		0	425,184	UF savings used to pay an expense
400-460000 · Fixed Fee	490,030	481,000	491,489	489,660	249,249	492,052	562,898	Quarterly revenue charged as a fee to all homeowners
400-460050 · Infrastructure Fees	6,232	128,000	49,121	16,488	25,376	46,357	18,000	Inspection/processing as well as application fees
400-460100 · Sewer Capital Connection Fee	63,000	0	846,000	324,000	486,000	270,000	360,000	Revenue for sewer connection fee
400-460200 · Water Capital Connection Fee	16,000	0	282,000	108,000	162,000	90,000	120,000	Revenue for water connection fee
Total Other Income	890,436	1,109,000	2,481,935	2,932,829	922,625	1,086,951	1,486,082	

Total Revenue	1,841,357	2,156,657	3,412,446	3,924,869	1,413,648	2,062,842	2,626,442	
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UTILITY FUND	FY 2020		FY 2021		FY2022		FY2023	DEFINITIONS
	Actual	Budgeted	Actual	Budgeted	Actual as of 12/31/2021	Budgeted	Budgeted	
EXPENSES								
400-6850-662200 · Meters/MXU's	49,014	50,000	36,970	38,000	4,709	38,000	43,000	Meter supplies
400-6850-715100 · Water Plant Repair & Maint	13,777	15,000	17,101	435,000	21,127	15,000	30,000	Tests, supplies, parts for water plant repairs and maintenance
400-6850-715500 · Water Testing	9,389	10,000	8,784	10,000	830	10,000	13,000	Contract testing for the Town's water plant
400-6900-621400 · Engineering & Prof Fees	3,111	7,000	2,743	5,000	1,972	6,000	6,000	Legal council and meter reading interface usage and maint. (software)
400-6900-621501 · SAFETY	6,321	6,500	4,578	6,500	3,220	6,500	7,500	Signage, supplies, equipment for town and water plant staff safety
400-6900-626001 · Pump Station Repair & Maint	38,480	45,000	42,201	45,000	8,475	40,000	50,000	Supplies, tests, fuel used in repair/maint. of pump station and new meters
400-6900-630500 · Supplies	21,970	25,000	16,225	25,000	9,207	25,000	30,000	Chemicals, hardware, or supplies for operation of water plant
400-6900-631500 · Postage	4,455	4,500	4,465	4,500	1,254	4,500	4,500	Utility billing postage
400-6900-632400 · Miss Utility Fees	1,557	2,800	1,440	1,500	651	1,500	1,500	Fees associated with engaging Miss Utility
400-6900-632500 · Line Repairs & Maintanance	64,230	70,000	69,926	70,000	15,870	95,000	95,000	Supplies, tools, and equip. for repairs and maint. of Town's power lines
400-6900-632800 · Banking Fees	3,210	7,803	3,670	5,000	5,804	5,000	8,000	Service charges or banking fees
400-6900-670000 · TPF Fixed Costs	411,043	553,176	521,432	694,029	216,724	767,141	946,010	Chesapeake Beach portion of WRTP fixed cost
400-6900-670100 · TPF Variable	146,700	227,480	386,069	325,905	96,750	378,663	421,396	Chesapeake Beach portion of WRTP variable cost
400-6900-687500 · Utilities	60,469	60,469	65,011	70,000	32,205	70,000	70,000	Electricity, internet, fuel, etc.
400-6900-717600 · Misc.	0	500	(390)	500	0	500	500	Any misc. charge
400-6900-780000 · Property Insurance	14,995	15,002	11,346	15,002	13,583	15,002	15,002	Payments for property insurance
400-6900-XXXXXX · Connection Fee Reimbursement							300,000	Expense for Tap Fee reimbursement
Subtotal Expenses	1,740,286	1,415,404	2,079,801	2,064,261	432,381	1,477,806	2,041,408	
DEBT SERVICE								
400-6900-748100 · Principal - 2008 SRF Loan 1.1%	277,828	277,828	280,884	280,884	283,974	283,975	287,098	Bond Payment
400-6700-748300 · Principal - ARRA Loan (2009) 1.0%	35,487	35,487	35,842	35,842	36,200	36,200	36,562	Bond Payment
400-6700-719300 · Principal - 2014 - ENR 1.0%	184,826	184,826	186,675	186,675	188,542	188,542	190,427	Bond Payment
400-6900-625300 · Interest Expense	141,111	141,112	99,406	99,407	76,319	76,319	70,948	Total Interest for bond payments
Total Debt Service	741,252	741,253	1,860,607	1,860,608	585,035	585,036	585,034	
Total Expenses	2,481,538	2,156,657	3,940,408	3,924,869	1,017,416	2,062,842	2,626,442	
Over or Under	(640,181)	0	(527,962)	0	396,231	0	0	



New Rate Schedule Effective July 1, 2022

**APPENDIX A
FEE & RATE SCHEDULE
WATER & SEWER SYSTEM
TOWN OF CHESAPEAKE BEACH, MARYLAND**

WATER / SEWER PLAN REVIEW FEES:

Review / Preliminary Plans

- Public Water and Sewer \$ 300.00
- Private Water or Sewer \$ 250.00

Minor Subdivision Plan (1-7 Lots)

- Public Water and Sewer \$ 500.00 + \$50.00/Lot
- Private Water or Sewer \$ 400.00 + \$40.00/Lot

Resubmitted plans that do not adequately address all comments are subject to an additional charge of 50% of Review Fee. (Up to a maximum charge of \$1,000 preconstruction plan).

Major Subdivision Plan (>7 Lots)

- Public Water and Sewer \$ 1,000.00 + \$100.00/Lot
 - Private Water or Sewer \$ 750.00 + \$75.00/Lot
- (Up to a Maximum charge of \$5,000 per construction plan).

Minor Site Plan (1-7 Lots)

- Public Water and Sewer \$ 125.00 + \$100.00/EDU
- Private Water or Sewer \$ 90.00 + \$74.00/EDU

(Up to a maximum charge of \$2,000 per construction plans).

Major Site Plan (>7Lots)

- Public Water and Sewer \$ 1,500.00 + \$150.00/EDU
- Private Water or Sewer \$ 1,200.00 + \$120.00/EDU

(Up to a Maximum charge of \$7,000 per construction plan).

Administrative Water/Sewer Application Fee

\$ 200.00

To be collected with Submittal of any water and/or sewer construction plans/connection application/permit request.

Public Sewer Pump Station Plan

\$ 2,500.00

Injector Pump Station Plan

\$ 250.00/EDU

Capital Contribution Charges

One time charge before time of connection

Water	\$ 6,000.00/EDU
Sewer	\$ 18,000/EDU
Illegal Water/Sewer Connection Fee	\$ 1,000/day until illegal connection is removed

INSPECTION AND TESTING FEES:

<u>Individual Water & Sewer Connection Inspection per EDU</u>	\$ 216.00
<u>Individual Water or Sewer Connection Inspection per EDU</u>	\$ 144.00
<u>Individual Grinder or Injector Pump Inspection (Additional)</u>	\$ 180.00
<u>Re-Inspection Fee/Visit per EDU</u>	\$ 72.00
<u>Water and/or Sewer Infrastructure Inspection</u>	10% of Town approved Engineers Cost Estimate
<u>Meter Test</u>	
5/8" to 2"	\$ 150.00
3" to 4"	\$ 180.00
6" and greater	\$ 360.00

TAP FEES:

Tap Connection Inspection Fee-Sewer	\$ 300.00/EDU
Tap Connection Inspection Fee-Water	\$ 300.00/EDU
Emergency Water and Sewer Repairs (private systems)	\$ 240.00 Minimum + actual cost to Town to make repair.
Scheduled (48 hours notice) water turn off/on	\$ 30.00per event
Unscheduled (less than 48 hours notice) water turn off/on	\$ 60.00 per event

RETURNED CHECK FEE: \$ 50.00

UTILITY BILLING LATE FEE: 1.5%

BONDING:

All work within the public right-of-way including work on water and sewer facilities, both to existing facilities and for new facilities, will require a bond to be posted in an amount approved by the Town Engineer plus a 50% contingency. (Bonding will be required prior to a permit to perform work is issued).

The Town may enact an Infrastructure Protection Ordinance which when and if effective, the associated Permit fees and bonds will be applicable. The purpose for the Infrastructure Protection Permit is to ensure the Town's infrastructure is protected from damage by private construction activity.



To: The Honorable Mayor and Town Council
Subject: 2021 Town of Chesapeake Beach Comprehensive Plan
Date: April 7, 2022

From: Holly Wahl, Town Administrator

I. BACKGROUND:

On January 26th, the Chesapeake Beach Planning and Zoning Commission passed a resolution to forward the 2021 Comprehensive Plan to the Chesapeake Beach Town Council. To view the meeting recording please click [here](#). The Town Council reviewed the Comprehensive Plan during the February 8th work session. To view the meeting recording please click [here](#).

II. ACTIONS:

The Planning Commission resolution can be [viewed here](#). The Town Council introduced ordinance 0-22-4 adopting the Town of Chesapeake Comprehensive Plan for Land Use Issues, the ordinance can be [viewed here](#). The Town Council held a public hearing on March 29th, 2022 at Town Hall. Public comment was received and itemized by our Planning and Zoning Administrator shown as Exhibit "A".

III. 2021 COMPREHENSIVE PLAN:

The 2021 Comprehensive Plan as reviewed and approved by the Town of Chesapeake Beach Planning and Zoning Commission can be [viewed here](#).

IV. PLANCHESAPEAKEBEACHMD.GOV:

To view public comments, planning commission meeting records and files related to the Comprehensive Planning process please visit www.planchesapeakebeachmd.gov

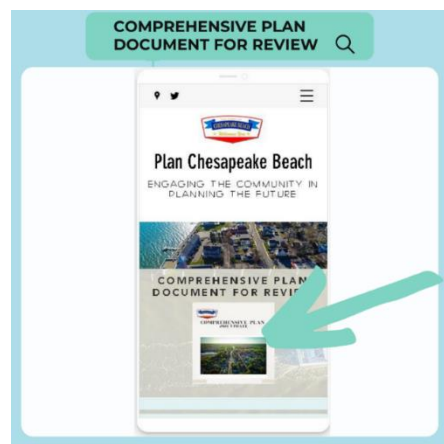


Exhibit "A"

Summary of Written Comments Submitted to the Mayor and Town Council on the Planning Commission's Recommended Draft Comprehensive Plan

Name of Commenter	Comments	Town Planner's Input and/or Recommendation
<p>Mary Lanham, representing Rod-n-Reel, Inc.</p>	<p>The writer is opposed to creating an "Institutional zone" for the Chesapeake Railway Museum. The writer also highlights that the Northeastern Community Center, is designated "Town Commercial" but it is an institutional use.</p>	<p>Map 13, Proposed Land Use, designates the Railway Museum as an institutional use, which it is. The Plan does not create an institutional zone or recommend that any property be zoned "institutional". Instead, Map 13 designates lots in Town as one of many categories of "land use" and it accurately reflects the Plan's recommendation that the Railway Museum remain as an institutional land use. With respect to the Northeast Community Center, a change as suggested by the writer, can be made which will correct Map 13. I'd suggest that Map 13 be amended to change the recommended land use for the Northeast Community Center from "Town Commercial" to "Institutional" because the writer is correct; that use too is institutional.</p>
<p>Wes Donovan, representing Rod-n-Reel, Inc.</p>	<p>The writer compares the Plan's proposed 35-ft height limit to limits in North Beach and in the Dunkirk, Prince Frederick, and Solomons Town Centers which all have higher maximums. Also, the writer notes that the Plan's recommended building height limit that does not provide for adjustments for flood protection elevations or for parking at grade under buildings.</p>	<p>Thoughts on addressing building height limits in the Plan will be addressed separately.</p>
<p>Eric Blitz, Esq. on behalf of Rod & Reel, Inc.</p>	<p>In Exhibit A, "<u>The Poor Planning for the Marina Property in the Center of Town</u>", the writer contends that Plan's recommendations against residential development in the marina area will effectively waste prior public investments in infrastructure (including water and sewer capacity) and promote land uses (such as retail) that are unworkable in flood prone areas.</p> <p>In Exhibit B, "<u>The Flawed Flooding Analysis in the Comprehensive Plan</u>", the writer is critical of the use of sea level rise mapping and the Plan's recommendations especially those pertaining to the marina areas.</p> <p>In Exhibit C, "<u>The Slow Growth Agenda of the Proposed Comprehensive Plan is Bad Policy for the Town</u>", the writer is critical of the Plan's policies to restrict growth and eliminate residential development potential. The writer contends the Plan does not offer an effective plan to address workforce housing and cites the MD Dept. of Planning comments on the Plan to support that case.</p>	<p>The Plan does depart from long-standing town planning policy with respect to mixed use development in the town center and eliminates the potential for new housing in the marina area. It is true that housing developments were approved by the Town at various points over time at the Fishing Creek Marina, but in each case the developer never built the projects and those approvals expired as provided for in the Zoning Ordinance. The Plan does clearly reflect a policy shift away from promoting a mixed use maritime town center. It is true that the expanded wastewater reclamation plant was sized to accommodate more new households within the Town's borders than would be possible now if this updated Comprehensive Plan were implemented.</p> <p>When doing comprehensive planning every community has a vital interest in addressing areas subject to natural hazard; it is foundational to urban planning. The analyses and mapping of flooding and sea level rise were important factors underpinning the Plan's land use recommendations, which the writer opposes, but not the only factor. Also the Maryland Climate Change Commission's guidance on the use of scenarios for land use planning was followed, as explained in the natural resources section of the Plan. Later on in the essay, the writer makes what is in my view a crucial point and the following recommendation is meant to address it: In Chapter IV, Pg. 48, please consider eliminating the second sentence under the heading <u>Plans for Vulnerability Zones</u>. That sentence reads: "Until such plans [i.e. sea level resiliency plans] are adopted, the Town should postpone formal review and approval of development in these areas". The statement basically says it is Town policy to impose a moratorium on development plans within three geographic areas recommended for more detailed sea-level rise planning. As shown on the Maps 9, 10, and 11, the areas comprise a large share of the Town. This statement is not needed, it is not supported by the Plan, and it contradicts other parts of the Plan that recommend more thoughtful approaches to the areas impacted by flooding risk. Map 13 and the land use recommendations of Chapter V are sufficient to protect the public interest and advance the Plan's objectives with respect to sea level rise vulnerability. To restate: my recommendation is to remove the second sentence on Pg. 48 under the heading <u>Plans for Vulnerability Zones</u> as follows: "Until such plans are adopted, the Town should postpone formal review and approval of development in these areas". For background, a majority of Planning Commission members rejected my recommendation to remove this sentence.</p> <p>The MDP did write substantial comments to the Town on the topic of housing, which were transmitted to the Mayor and Council with the Planning Commission's resolution recommending adoption of the Plan.</p>
<p>Darius Davis</p>	<p>The writer suggests the Town consider adopting "municipal fiber" to provide internet services for its residents. The writer says that there is "no competition for internet services here which hurts consumers".</p>	<p>During the Planning Commission's work I don't recall that this topic was discussed. It does not need to be in the comprehensive plan for it to be addressed if the Town wanted to investigate this.</p>

Name of Commenter	Comments	Town Planner's Input and/or Recommendation
Julie Adams	The writer questions whether the Town is pursuing a policy of adding additional subsidized housing and feels it is unnecessary. The writer observes the contradictory language in the housing chapter that on one hand supports quality housing to meet the needs for those making less than 60% of median household income than on the other hand says the Town has achieved better than average metrics for providing affordable and workforce housing".	Of all the topics, housing generated the largest share of written comments from MDP; this being the first round of comprehensive plans in which housing elements were required by statute. The housing element, is required by the Land Use Article of the Annotated Code of MD and it must address low income and workforce housing needs. (As detailed in Chapter VI, housing for low income households is housing that is affordable to households making under 60% of area median income and <i>affordable</i> means that a household pays no more than 30% of its annual income on housing.) The draft housing element presented to the Commission for review complied with the Land Use Article of the Annotated Code of MD and followed MDP guidance while being aligned with the overall goals of the Plan. The writer's observation focuses attention on seeming inconsistencies in the text of the housing chapter and it is a fair critique. To a degree, the inconsistencies reflect some divergence in opinions among Planning Commission members as they grappled with the new requirement and either accepted, edited, removed, or replaced sections of the town planner's draft. Moving forward, in light of the Plan and when the time is right, I recommend that the Mayor and Town Council seek the advice of the Town Attorney on the implications of another, more recently enacted, housing statute called House Bill 90. It among other things amended the Land Use Article, to state that now "local jurisdictions have a duty to affirmatively further fair housing through their housing and urban development programs". The law requires that after 2023, any comprehensive plan enacted or amended shall include an assessment of fair housing to ensure the jurisdiction (i.e., the Town) is affirmatively furthering fair housing.
Laura Blackwelder	The writer reminds the Mayor and Town Council that the 200-acre parcel that is permanently protected by an environmental deed of conservation, to which the Town is a party, exists and that information on it was "nearly lost during the planning process". The writer contends the Plan "indicates that high density multi-unit housing projects" would be allowed in established neighborhoods. The writer suggests that it is an objective of the Plan to build low income housing projects and implies the Council needs to change the Plan. The writer insinuates that the town planner worked against the Commission and tells Council members they "should take responsibility to make and vote on motions to impact the plan". In two earlier letters to the Town Council and one letter to the Mayor, the writer expounds upon these themes.	The writer is a member of the Planning Commission. Within deliberative bodies like planning commissions, whose purpose is to reflect and advance in the broadest sense of the term, the "public interest", consensus is arrived at through informed dialogue, discussion, listening to public input, and the balancing of interests and goals. The Commission, as a whole, stands by its recommended Plan.
Larry Brown	The writer, in a letter to the Mayor, addresses Ms. Blackwelder's assertions and suggestions (above), and affirms the good work and role of the Planning Commission while rejecting the allegations made by Ms. Blackwelder about the town planner.	The writer is the Chair of the Planning Commission.
Susan Webster-Page	The writer contends that much of the property in the proposed RV-2 section has largely been "assembled by developers and former local governmental officials and their agents", "resorting to questionable tactics", "with the aim of intensely developing it".	The RV-2 designation is shown on Map 13, Proposed Land Use. This area is recommended to be the same as it has long been with few if any changes except that the Plan recommends that the Town prepare and adopt building / architectural design standards to promote compatibility between new buildings and existing residential character. For this RV-2 area, the Plan affirms the current purpose of the RV zoning district which is set forth in the Zoning Ordinance as: "to provide pleasant and safe residential neighborhoods containing a variety of housing types and densities and certain nonresidential uses that are compatible with residential character and to encourage and facilitate redevelopment and infill that is compatible in use, scale, and impact with residential use and existing patterns of buildings, streets and blocks". The Plan recommends that the Zoning Map be changed to divide the current RV zoning district into RV-1 and RV-2 zones with the RV-1 zone becoming an exclusively single-family residential zoning district.
Laura Stepp	The writer critiques comments made at the public hearing and asks that the Council not change the Town.	The Plan is focused on protecting small town character as reflected in development patterns and heights and includes recommendations that support the writer's concerns.
Renee Demmler	The writer suggests that the Town should allow houses "built on stilts" and houses with garages under their living areas, "especially in low lying areas".	These options have been allowed and may increasingly be used in the future. Housing units built in recent years within the floodplain and sea level impact areas have elevated their livable space above the flood protection level. Two houses now under development will be constructed on stilts at the direction of the Board of Zoning Appeals.
Cathy Herchenroeder	Provides a link to comments, but these are not accessible or recoverable.	
Valerie Beaudin, Town Councilmember	The writer suggests rewording three sections of the Plan to better coordinate with Planning Commission reviews of earlier drafts of the plan during the Spring and Summer of 2021: add a reference to the private beach at Windward Key and revise the wording in Table 4 on Pg. 59 which summarizes designated land use categories.	Recommendation: Revise the first sentence on Pg. 35 to say, "There are three small private beach areas: at Chesapeake Station, Windward Keys and the Rod-n-Reel Resort and Spa". Recommendation: On Pg. 59, Table 4, revise the wording for the Commercial Plaza's primary example uses so that it reads: Retail including grocery, pharmacy, banking, fast-food, and other local serving commercial services. Recommendation: On Pg. 59, Table 4, revise the wording for Neighborhood Commercial's primary example uses so that it reads: "Retail, small cafes, bakeries and restaurants with limited seating, offices".



To: The Honorable Mayor and Town Council
Subject: American Rescue Plan (ARP)

From: Dale Clark, Treasurer

Date: April 1, 2022

Summary:

The Town of Chesapeake Beach has received \$2,970,557.37 from the ARP funds which is 50% of the funds expected and the other 50% of the funds should arrive by the middle of the year. The funds are currently residing in our Local Recovery Reserve Fund. The Department of Treasury has provided the Final Rule which are the guidelines for using these funds. The Final Rule is effective 4/1/2022. Treasury will not address any compliance issues with the Final Rule if transactions are completed prior to 4/1/2022 as long as they meet the Final Rule guidelines. Treasury does not pre-approve any expenses. So it is important that any transactions that we proceed with are in compliance with the guidelines

The key areas for eligible usage of these funds are

- Public Sector Revenues
- Public Health and Economic Response
- Premium Pay for Essential Workers
- Water, Sewer and Broadband Infrastructure

It is the recommendation of our auditors that we use the funds on very large expenditures due to tracking and reporting. Details of our usage of the funds will be provided by the Town to the Department of Treasury quarterly starting the end of this April. There will also be a single audit that will be completed by our auditors once the Town starts using the funds. These funds have to be committed for usage by 12/31/2024 and **funds are required to be spent by 12/31/2026.**

The Final Rule that was recently published provides greater flexibility and simplicity in Public Sector Revenue to maintain vital public service amid revenue shortfalls. Below are some key points in each of the eligible areas of use.



Public Sector Revenue

- There has been a major simplification with the Final Rule by adding a \$10 million revenue loss standard allowance. This allowance is up to the amount that a municipality receives in total.
 - For example, the Town of Chesapeake Beach could claim an allowance for the entire amount we are expected to receive which is close to \$6 million.
- Municipalities are still allowed to use the previous revenue loss formula, but it would be significantly less for the Town.
- Funds from the allowance can be spent on services traditionally provided by a municipality such as:
 - Provision of police, fire and other public services (including the purchase of fire trucks and police vehicles)
 - Health and other services
 - Construction of schools and hospitals
- **The Public Service Revenue Loss is the most flexible usage of the funds**

Public Health and Economic Response

- Funds can be used to respond to public health impacts and include assistance to areas such as
 - Households
 - Based on low income, experiencing unemployment or food or housing insecurity
 - Small businesses
 - Assist impacted businesses with loans or grants to mitigate hardship
 - Non-profits
 - Assist impacted non-profits due to lower donations or financial insecurity
 - Impacted Industries such as travel, tourism and hospitality sectors
 - Restore public sector capacity with staff and re-hiring
- Some examples of usage to support COVID-19 public health response:
 - COVID-19 mitigation and containment
 - Medical expenses
 - Behavior Healthcare
 - Preventing and responding to violence



- By implementing some of the examples, the process would be to identify the public health or economic impact and design a response, program, service or capital expenditure.
- Another example of use would be to Invest in capital expenditures
 - Written justification required for an expenditure over \$1 million
 - Projects presumed eligible to name a few are testing labs and equipment, emergency operations and equipment.
- **Our auditors have stated that any funds provided to households or businesses will require tax information from the recipients (i.e. W-9's)**

Premium Pay for Essential Workers

- Another use of funding is to provide premium pay to eligible workers performing essential work. This would include:
 - Workers that are in critical infrastructure areas and there are specific pay criteria that must be met.

Water, Sewer, Broadband Infrastructure

- Funds can be used to make necessary investments in water, sewer and broadband infrastructure. Some examples are:
 - Decentralized wastewater treatment systems upgrades and repairs
 - Management and treatment of storm water
 - Green infrastructure
 - Storage of drinking water
 - Broadband design to meet high speed technical standards (minimum of 100Mbps speed)

Finally, there are some specific restrictions for what the funds **cannot be used** which include:

- Reduction in tax revenue
- Pension Funds
- Used for debt service or replenish a Rainy Day Fund.



Recommendations

It is our recommendation that the Town considers replenishing our Public Sector Revenue and use the \$6M allocation allowed by Treasury. As an example, the Town could report our Police Services as our expenditure.

In closing, these funds will help the Town of Chesapeake Beach with a strong recovery. Our key to success is making sure our funds are eligible for use by Treasury in the way we allocate them. Also, Town Council has the opportunity to use the extensive time allocated by Treasury to help make the best decisions for our community.



To: The Honorable Mayor and Town Council
Subject: General Cleaning Services
Date: April 7, 2022

From: Holly Wahl, Town Administrator

I. BACKGROUND:

The Town released an RFP for General Cleaning Services on March 2, 2022. A mandatory pre-bid meeting was held on March 23rd at Town Hall. Proposals were received on March 31, 2022. The RFP was posted publicly on eMaryland Marketplace Advantage via bid [#BPM028343 - General Cleaning Services](#).

II. SCOPE OF WORK:

The scope of work included general cleaning services for the Chesapeake Beach Town Hall and the Chesapeake Beach Water Park. An itemized pricing sheet was provided for bidders to complete to adjust services as needed and per budget.

III. RESULTS:

Exhibit "A" outlines the results of the RFP



General Cleaning Services

Bidder:	Crofton Cleaning	
Lump Sum Bid	\$	41,650.00
Item 1: Town Hall	\$	14,400.00
Item 2: Chesapeake Beach Water Park	\$	26,400.00
Item 3: Chesapeake Beach Water Park Deep Clean	\$	850.00

<i>Itemized Pricing</i>	Annual Cost per the RFP Schedule	Weekly Cost per the RFP Schedule
Location #1: Chesapeake Beach Town Hall		
Restrooms	\$ 1,404.00	\$ 27.00
Kitchen	\$ 1,404.00	\$ 27.00
Room Cleaning	\$ 1,404.00	\$ 27.00
Entrances, Lobbies and Corridors	\$ 1,404.00	\$ 27.00
Outside Entrances	\$ 1,400.00	\$ 26.93
Hard Floor Maintenance	\$ 1,404.00	\$ 27.00
Quarterly Cleaning		
	Quarterly Cost per the RFP Schedule	
Window Cleaning	\$1,768.00	\$34.00
High Dusting	\$1,404.00	\$27.00
Blinds	\$1,404.00	\$27.00
Heat and Air Registers	\$1,404.00	\$27.00
	\$ 14,400.00	\$ 276.93

Location #2: Chesapeake Beach Water Park		
	Annual Costs per the RFP Schedule	Monthly Costs per the RFP Schedule
Off Season Cleaning		
Octagon Building	\$ 2,700.00	\$ 225.00
Restrooms	\$ 2,700.00	\$ 225.00
Beachcomber Grille	\$ 3,600.00	\$ 300.00
Cool Zone and Store	\$ 1,800.00	\$ 150.00
	Annual Costs per the RFP Schedule	Weekly Costs per the RFP Schedule
In Season Cleaning		
Restrooms	\$7,800.00	\$150.00
Beachcomber Grille	\$7,800.00	\$150.00
	\$26,400.00	

General Cleaning Services		
Bidder:	Modulus	
Lump Sum Bid	\$	32,570.00
Item 1: Town Hall	\$	24,020.00
Item 2: Chesapeake Beach Water Park	\$	8,550.00
Item 3: Chesapeake Beach Water Park Deep Clean	\$	700.00

<i>Itemized Pricing</i>	Annual Cost per the RFP Schedule	Weekly Cost per the RFP Schedule
Location #1: Chesapeake Beach Town Hall		
Restrooms	\$ 5,105.45	\$ 98.18
Kitchen	\$ 5,105.45	\$ 98.18
Room Cleaning	\$ 2,552.73	\$ 49.09
Entrances, Lobbies and Corridors	\$ 3,829.09	\$ 73.64
Outside Entrances	\$ 1,914.55	\$ 36.82
Hard Floor Maintenance	\$ 2,552.73	\$ 49.09
	\$	405.00

Quarterly Cleaning	Quarterly Cost per the RFP Schedule	
Window Cleaning	\$1,325.37	\$331.34
High Dusting	\$441.79	\$110.45
Blinds	\$662.69	\$165.67
Heat and Air Registers	\$530.15	\$132.54
	\$	24,020.00
		\$2,960.00

Location #2: Chesapeake Beach Water Park		
	Annual Costs per the RFP Schedule	Monthly Costs per the RFP Schedule

<i>Off Season Cleaning</i>		
Octagon Building	\$ 1,400.00	\$ 155.56
Restrooms	\$ 700.00	\$ 77.78
Beachcomber Grille	\$ 700.00	\$ 77.78
Cool Zone and Store	\$ 350.00	\$ 38.89

	Annual Costs per the RFP Schedule	Weekly Costs per the RFP Schedule
<i>In Season Cleaning</i>		
Restrooms	\$2,700.00	\$180.00
Beachcomber Grille	\$2,700.00	\$300.00
	\$	8,550.00



To: The Honorable Mayor and Town Council
Subject: MOU Maryland Department of Human Services
Date: April 7, 2022

From: Holly Wahl, Town Administrator

I. BACKGROUND:

Maryland Department of Human Services is seeking to enter into agreements with water and/or wastewater utilities for the purpose of supplying eligible households with rate reduction or arrearage assistance funding to assist eligible households with their home water and wastewater bills. Through this program the TOWN would receive payment for utilities bills to cover eligible residents as Town of Chesapeake Beach water utility bills, and the Town will apply to customers' accounts, assistance funding for water and/or wastewater bills of eligible households under the terms and conditions set forth below in the MOU. The State would qualify residents for the program, the Town would coordinate to receive payment for the utility fund and apply the payment to the residents account.

II. MEMORANDUM OF UNDERSTANDING:

Please find attached Exhibit "A".

MEMORANDUM OF AGREEMENT
BETWEEN
THE MARYLAND DEPARTMENT OF HUMAN SERVICES
AND
TOWN OF CHESAPEAKE BEACH

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is entered into and effective this _____ day of _____, 2022 by the State of Maryland, by and through the Maryland Department of Human Services, Office of Home Energy Programs (the “DEPARTMENT”), located at 311 W. Saratoga Street, Baltimore, Maryland 21201, and _____ (“UTILITY” and, Town collectively with the DEPARTMENT, the “PARTIES”), whose principal address is

The UTILITY’s Federal Tax Identification Number is _____.

WHEREAS, the DEPARTMENT is seeking to enter into agreements with water and/or wastewater utilities for the purpose of supplying eligible households with rate reduction or arrearage assistance funding to assist eligible households with their home water and wastewater bills; and

WHEREAS, the DEPARTMENT agrees to provide to the TOWN funding to pay eligible residents as Town of Chesapeake Beach water utility bills, and the UTILITY agrees to apply to customers’ accounts, assistance funding for water and/or wastewater bills of eligible households under the terms and conditions set forth below. The LOCAL OFFICE, as a representative of the DEPARTMENT, will process the applications of eligible households, authorize the payment of such assistance funding to the utility, and provide notices of assistance funding to eligible households.

NOW THEREFORE, the Parties mutually agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the following terms have the meaning indicated:

Assistance funding means the maximum payment amount authorized by the OHEP for reduction of arrearages or rates charged to such Households.

A. **DEPARTMENT** means the Maryland Department of Human Services, an agency

within the State of Maryland.

B. **Eligible Household** means “low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services” as defined under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260.

C. **Federal Statute** means the American Rescue Plan Act of 2021 and the Consolidated Appropriations Act, 2021 (Public Law No: 116-260).

D. **Local Office(s)** means the local Department of Social Services managing the customer application process and authorizing assistance funding in each jurisdiction.

E. **Low Income Household Water Assistance Program (“LIHWAP”)** means benefit assistance program that is being federally funded and distributed through the Consolidated Appropriations Act of 2021 and American Rescue Plan. This benefit will supply eligible households with rate reduction or arrearage assistance funding with their home water and/or wastewater bills.

F. **Network** means any secure computer system hosted by the Department.

G. **Office of Home Energy Program (“OHEP”)** means the unit within the Department responsible for implementing the Low Income Household Water Assistance Program.

H. **Program year** means the State of Maryland’s fiscal year.

I. **UTILITY** means owners or operators of public water systems or treatment works

J. **Water Delivery Statement (“WDS”)** means a list of program eligible households containing necessary customer and benefit information and serves as the authorization to deliver.

II. PAYMENT PROCESS

During the term of this Agreement, the DEPARTMENT will make assistance funding payments to the eligible TOWN residents for water and or/wastewater billed to eligible households as set forth on the WDS.

At least once per month, the DEPARTMENT will provide the TOWN a WDS that shows the dollar value of each eligible household’s assistance funding. The Comptroller of Maryland will issue checks to the TOWN for each payment of assistance funding made to the TOWN on an eligible household's account; the checks may contain reimbursement for multiple payments made on the same eligible household's account and/or multiple household’s accounts. The Comptroller will not issue checks containing reimbursement for assistance funding payments made on multiple eligible household accounts.

III. SCOPE

Regardless of any other provisions as contained in this MOU, the only obligation of the TOWN is to accept payments from the State to eligible TOWN residents to pay their water and/or wastewater utility bill. The TOWN does not have any other obligations pursuant to this agreement. The TOWN shall not determine eligibility for the program which shall solely be the obligation of the State. The failure of the State residents to pay the utility may lead to a termination of service.

IV. AVAILABILITY OF FUNDS

Payments of all assistance funding are contingent upon the DEPARTMENT receiving funds to pay for the cost of water and/or wastewater assistance from the United States Department of Health and Human Services and the State of Maryland and as disbursed by the State of Maryland. In the event the DEPARTMENT receives such funds in an insufficient amount to satisfy its total obligations for the projected number of eligible households, the DEPARTMENT shall have the sole discretion as to the disbursement of funds according to the provisions of the American Rescue Plan Act of 2021 and the Consolidated Appropriations Act, 2021 (Public Law No: 116-260) and any other applicable laws.

V. NOTIFICATION OF BENEFIT TO ELIGIBLE HOUSEHOLD

The DEPARTMENT will provide a notice of assistance funding to the eligible household identifying the dollar amount of assistance paid on the household's behalf, the type of water and/or wastewater services to be delivered to the TOWN.

VI. TIMELY DELIVERY AFTER WDS AND BILLING PROCESS

After receiving notification by a WDS that assistance funding will be sufficient in amount to continue or restore water and/or wastewater services. In cases where an eligible household's service is disconnected at the time of WDS delivery, the service shall be restored within 24 hours of the TOWN's receipt of the WDS.

VII. DATA EXCHANGE

The DEPARTMENT is solely responsible for identifying eligible householder.

VIII. BILLING SYSTEM

TOWN shall maintain its standard and normal billing system for Department to make payments.

IX. NON-DISCRIMINATION IN PROGRAM

The TOWN shall not discriminate against any eligible household covered by this Agreement in its terms and conditions of sale, credit, delivery or price, including service charges, reconnection charges and payment plan arrangements, or in any other services provided, except as permitted by law or regulation. No household receiving assistance pursuant to this Agreement shall be treated adversely from any other household because of such assistance.

X. RETURN OF BENEFIT FUNDS TO THE DEPARTMENT

When a LIHWAP assistance funding customer has died, moved from the TOWN's service area, or is otherwise unavailable to receive the assistance funding, and there are no other eligible household members, the Department's obligation to the household under the Agreement ends after account is paid in full. Any undelivered funding assistance balance that cannot be applied to a household account shall be returned to the LOCAL OFFICE within 60 days from the date the payment is received or the date the account is no longer eligible for assistance funds, whichever date is later, along with a report of applicant refunds.

XI. TERMINATION OF SERVICE

The TOWN agrees that in the event it terminates service to an eligible household which has received assistance funding for home water and/or wastewater service under this Agreement, it will do so in accordance with all applicable regulations governing termination. Assistance funding not credited to the account is to be returned to the LOCAL OFFICE.

XII. FEDERAL AND STATE COMPLIANCE

The TOWN shall comply with all applicable federal, state, and local government regulations, statutes, standards, licensing and permit laws and ordinances, and such other requirements as are necessary for the lawful provision of the services required for the Town under the terms of this Agreement

XIII. CONFIDENTIALITY OF INFORMATION

The DEPARTMENT and the TOWN agree to expressly abide by all applicable Federal, State and local laws and regulations regarding confidential information. The use or disclosure by any PARTY of any information concerning a recipient of these services or assistance funding for any purpose inconsistent with the responsibilities and/or official duties of the DEPARTMENT or TOWN under this Agreement or applicable provision of law is prohibited, except on written consent of the other PARTY and the recipient, or, if he or she be under a disability, the responsible parent, guardian or legal representative of the recipient. In addition, in carrying out their respective responsibilities, each PARTY

shall respect and abide by the confidentiality policies and legal requirements of the other PARTY and enter into data sharing agreements as appropriate, to protect the confidentiality and security of shared data and to comply with governing law. Each PARTY to the Agreement must ensure that the collection and use of any information, systems, or records that contain personally identifiable information will be limited to purposes that support the programs and activities described in this Agreement.

XIV. NON-DISCRIMINATION

The TOWN will not, on the grounds of race, color, national origin, disability, age, sex (gender), religion, physical or mental disability, exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination under, the benefit program funded under this Agreement.

XV. NON-HIRING OF EMPLOYEES

No employee of the State of Maryland, or any department, commission, agency, or branch thereof, whose duties as such employee include matters related to or affecting the subject matter of this Agreement shall, while in such employment, become or be an employee of the Town.

XVI. AMENDMENTS AND MODIFICATIONS

This Agreement may be amended to the extent that the DEPARTMENT and TOWN mutually agree in writing. Except for the specific provision(s) thereby amended, the Agreement shall remain in full force and effect after such amendment subject to the same laws, obligation, conditions, rules, provisions, and regulations as it was prior to said amendment.

XVII. MARYLAND LAWS

The laws of the State of Maryland shall govern the terms and enforcement of this Agreement.

XVIII. TERM OF AGREEMENT

- (a) This Agreement is effective as per the date first written above and shall remain in effect for a period of one (1) year. The PARTIES, however, may mutually agree in writing to an earlier termination. TOWN may terminate this MOU by giving ninety (90) days' notice. Towns further obligation unto this MOU is as provided herein.
- (b) The rights of eligible households which have received water and/or wastewater service under this Agreement shall not be prejudiced in the event of early termination of this Agreement, provided however that, upon termination of this Agreement, the UTILITY shall have no obligation to make any further benefits available to any otherwise eligible households.

XIX. SEVERABILITY

If any part of this Agreement is found to be null and void or is otherwise stricken, the rest of the Agreement shall remain in force.

XX. MISCELLANEOUS TERMS AND CONDITIONS

The Town shall notify the DEPARTMENT within thirty (30) days of any change in address or business operation which affects the payment of grants to the TOWN.

The rights and obligations of the TOWN under this Agreement may not be assigned or delegated, by operation of law or otherwise, without prior written consent of notification to the DEPARTMENT.

The DEPARTMENT will notify the TOWN where Agreements are not renewed for failure to supply requested information or where monitoring reviews reveal lack of compliance with Agreement requirements.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement on the date(s) written below.

ATTEST:

FOR THE TOWN:

Signature of Witness

Patrick J. Mahoney, Mayor

(Signature)

Title

Date Signed

ATTEST:

FOR THE DEPARTMENT:

Signature of Witness

LA SHERRA AYALA
Executive Director
Family Investment Administration
Department of Human Services

Date Signed

APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE
ATTORNEY GENERAL