



**TOWN COUNCIL INFORMATIONAL
WORK SESSION AGENDA
February 8, 2022**

This meeting is being conducted virtually to limit health risks of COVID-19.
To join the meeting via web join via <https://us02web.zoom.us/j/8697557180>.
To join by phone please call (301) 715-8592 and enter Meeting ID 869 755 7180.

I. Call to Order and Roll Call

II. Pledge of Allegiance

III. Informational discussion on the following:

1. Comprehensive Plan Overview presented by Town Planner Christopher Jakubiak.
2. Water Park HVAC unit.
3. Water Park beverage vendor.
4. Staff to present FY23 General Fund Budget
5. Closed Session - A motion to close the work session under the Statutory Authority of the Md. Annotated Code, pursuant to General Provisions Article, §3-305(b), subsection (1) “to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals”.
6. Staff to present FY23 Water Reclamation Treatment Plant Budget
7. Staff to present FY23 Mitigation Fund Budget

IV. Council Lightning Round:

V. Adjournment

8200 BAYSIDE ROAD, P.O. BOX 400 CHESAPEAKE BEACH, MARYLAND 20732

(410) 257-2230

(301) 855-8398



To: The Honorable Mayor and Town Council
Subject: 2021 Town of Chesapeake Beach Comprehensive Plan
Date: February 4, 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](#).

II. RESOLUTION:

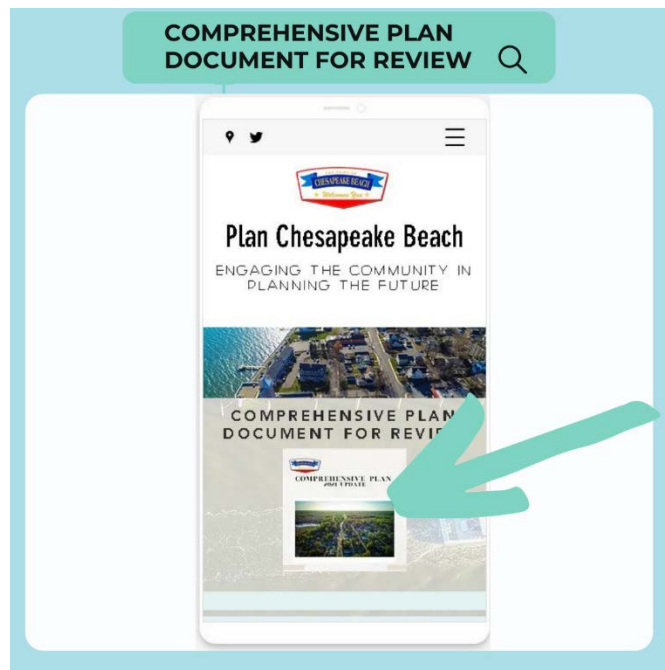
The Planning Commission resolution can be [viewed here](#).

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





To: The Honorable Mayor and Town Council
Subject: Water Park Grill HVAC upgrade
Date: February 4, 2022

From: Holly Wahl, Town Administrator

I. BACKGROUND:

The Water Park is currently in need of an additional cooling system in the Beachcomber Grille. The temperatures in the grill average 100 degrees and often reach 110 degrees during the summer season. These high temperatures are not only unhealthy for the employees, but they also take a toll on the equipment located in the Grille, more specifically the freezers, fridges, and the ice machine, causing expensive maintenance issues.

The current HVAC in the Grille, a 4-ton Carrier system, can't keep up with the current demand. The recommendation is to keep the existing unit which will cool the front portion of the Grille. The new unit(s) will be placed on each end of the back of the Grille to focus on the back where the fryers and pizza oven are located.

Scope of Work:

Install (2) Daikin Mini Split Ductless Systems. Each unit consists of one outdoor heat pump and one wall mounted indoor unit. Each of the units are 3 ton and 220 volts.

In addition, to complete this project a 220 Volt Line to the condenser is necessary. We have an estimate from Mike Wade with Wires Inc. to complete the installation of this line.

Below is a summary of the proposals received in late 2021, a refresh of Chapman Services proposal is provided.

Company Name	Location	Price
Chapman Services Inc.	Sunderland, MD	\$13,080.00
HVAC Enterprise	Friendship, MD	\$13,341.00
J&P Heating and Air Conditioning, Inc.	Upper Marlboro, MD	\$13,859.00

II. FISCAL IMPACT:

Costs for this improvement will come from the FY22 Water Park budget. Town staff will make a recommendation at the upcoming Town meeting to initiate a contract with Chapman Services, Inc. for this improvement in the amount of \$13,080.00.

CHAPMAN SERVICES INC.
 PO Box 28
 SUNDERLAND, MD 20689 US
 410-286-5583
 csi@repairman.com
 www.chapmanservicesinc.com

Estimate



ADDRESS
Chesapeake Beach Water Park PO Box 400 Chesapeake Beach, MD 20732

SHIP TO
Chesapeake Beach Water Park Water Park 4079 Gordon Stinnett Rd. Chesapeake Beach, MD 20732

ESTIMATE #	DATE	EXPIRATION DATE
1491	02/03/2022	03/03/2022

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

SALES REP
 R. Chapman

ACTIVITY	QTY	RATE	AMOUNT
ESTIMATE FOR ADDING ADDITIONAL AC TO FOOD STAND			
Custom HVAC Installation DAIKIN 3 TON COOLING ONLY DUCTLESS SYSTEM WITH SINGLE HEAD WALL PANEL INCLUDES: REFRIGERANT, DRAIN, AND COM. LINES WALL MOUNTED CONDENSER BRACKET (Materials & Equipment)	2	5,040.00	10,080.00
*220 VOLT LINE TO CONDENSER IS NOT INCLUDED IN PRICE AND SHOULD BE PROVIDED BY LICENSED ELECTRICIAN			
Misc. Charges: Labor Labor to install equipment listed above	1	3,000.00	3,000.00
Warranty: WARRANTY INFO WARRANTY 1 YEAR LABOR 10 YEAR PARTS ON DAIKIN EQUIPMENT	1	0.00	0.00

Please review the estimate below. Feel free to contact us if you have any questions.

SUBTOTAL	13,080.00
TAX	0.00
TOTAL	\$13,080.00

We look forward to working with you.

Sincerely,
 Chapman Services Inc.

Accepted By

Accepted Date

Hvac Enterprises
 106 Trent Hall Court
 Friendship, MD 20758
 (301) 440-2993
 brian@hvacenterprises.com
 http://HvacEnterprises.com



Estimate

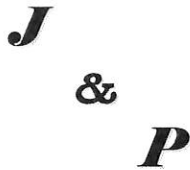
ADDRESS
Chesapeake beach water park PO Box 400 Chesapeake beach, Md 20732

ESTIMATE #	DATE	
202000304	10/21/2021	

ACTIVITY	QTY	RATE	AMOUNT
Installation of the following : Daiken 36,000 Btu cooling only ductless split system . Install all Freon lines Install all condensation removal Outdoor units to be mounted on wall brackets assembly. Properly start and check for optimal performance. Price includes 2 complete systems Sales 1 year on all labor 10 year on Daiken parts High voltage must be installed by licensed electrician			13,341.00
TOTAL			\$13,341.00

Accepted By

Accepted Date



Heating and
Air Conditioning, Inc.

8043-B Penn Randall Place
Upper Marlboro, Maryland 20772
ph: (301) 669-7000 (202) 829-5000
fax: (301) 669-7999

Name: CHESAPEAKE BEACH WATER PARK			Job: INSTALL NEW DUCTLESS SYSTEMS		
Address: P.O. BOX 400			Address: 4079 GORDON STINNETT ROAD		
City: CHESAPEAKE BEACH	State: MD	Zip: 20732	City: CHESAPEAKE BEACH	State: MD	Zip: 20732
Phone: w-			Phone: h-		Date: 10/20/21

This Agreement (hereinafter "Contract") made this 20th day of October, 2021, by and between **CHESAPEAKE BEACH WATER PARK** (hereinafter "Owner") and **J & P Heating and Air Conditioning, Inc.** (hereinafter "Contractor").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, **and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged**, the parties hereto do hereby agree as follows:

- Contractor agrees to furnish all the materials and labor necessary for the completion of: **INSTALL NEW DUCTLESS SYSTEMS** located at: 4079 GORDON STINNETT ROAD, CHESAPEAKE BEACH, MD 20732, owned by the Owner (hereinafter "Premises"), in accordance with the following plans and specifications:

We will furnish and install two new Daikin MiniSplit systems: each system consisting of one (1) outdoor heat pump unit model # RK36NMVJU with one (1) wall mounted indoor unit # FTX36NVJU. We will run new refrigerant linesets. We will complete control wiring and condensate piping for the new systems. We will complete power wiring from fusible disconnects provided by others.

Total Investment-----\$14,588.00
Discount for CASH/CHECK-----(\$729.00)
CASH/CHECK Price-----\$13,859.00

We warranty our work parts and labor, for a period of one year from date of installation all manufacturer's warranties apply.

NOTES:
Owner shall contract separately with an electrician to provide power circuit terminating in fusible disconnects from circuit breaker panel to location of new outdoor units.

- Owner shall pay Contractor for the performance of the work and the furnishing of the material under this Contract, the sum of Fourteen Thousand Five Hundred Eighty-Eight and 00/100 Dollars (\$14,588.00), subject to additions and deductions as provided herein as follows: 1/3 upon contract signing, balance upon completion of work.

Additionally, Owner agrees to pay in advance for any and all "special order materials," and such materials will become the property of the Owner in event this Contract is terminated.

- This contract shall be governed by the laws of Maryland.

Additional paragraphs 4-24 set forth on the reverse side hereof are included herein and made a part hereof, and all parties acknowledge that they have read said paragraphs and agree to the conditions stated therein.

Date

Owner

J & P Heating and Air Conditioning, Inc.
License # 79561

By: _____

4. Owner hereby accepts prices, specifications and conditions as satisfactory. Owner authorizes Contractor to do the work as specified in this Contract. Owner shall make payment as specified in this Contract. However, **Owner hereby acknowledges and agrees that the price is based on the information he has made available to Contractor on the apparent condition of the job site at the Premises. If in the performance of this Contract it is determined by the Contractor that the condition of the job site is not as represented by Owner or not as readily apparent, Owner agrees that the price for services rendered hereunder shall be adjusted in an amount determined by the Contractor, in its sole discretion, to compensate it for any additional work required by the actual condition of the job site and the Premises and for unforeseeable conditions which arise as Contractor is performing its obligations hereunder.**
5. This offer may be withdrawn by Contractor if not accepted by Owner within thirty (30) days.
6. Contractor shall, at its own cost and expense, obtain and pay for all licenses, permits, and certificates required for the completion of the work under this Contract.
7. Contractor shall, at its own cost and expense, procure and maintain public liability insurance required under the applicable workman's compensation law.
8. Contractor agrees to perform all the work required under this Contract in a good and workmanlike manner, in accordance with all applicable building codes. **Contractor agrees to use ordinary care in the performance of its obligations hereunder. So long as Contractor is exercising ordinary care, Owner agrees Contractor shall not be liable for any damages caused to the Premises by Contractor during the performance of its obligations under the Contract.**
9. Contractor agrees that all material supplied shall be of merchantable quality, and fit for the particular use for which they are intended. Contractor reserves the right to substitute materials of equal quality from those described in the specifications.
10. No extra work not required by the plans and specifications shall be done, except upon written agreement signed by the parties. Before any extra work has begun, the parties hereto shall agree in writing signed by the parties upon the amount to be paid therefor.
11. If conditions are encountered at the Premises which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in work activities of the character provided for in the Contract, then the contract sum shall be equitably adjusted for such concealed or unknown conditions.
12. Contractor shall be compensated for changes in the work or materials necessitated by the enactment or revision of codes, laws or regulations subsequent to the submission of this Contract.
- 13a. In the event the Contractor encounters at the Premises material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) or other "hazardous substance," as defined below, which has not been rendered harmless, the Contractor shall **immediately stop work in the areas affected and report the condition to the Owner. The work in the affected area shall be resumed if it is determined that no asbestos or polychlorinated biphenyl (PCB) or other hazardous substance is present at the Premises, or if such substance is present, only after it has been rendered harmless, by agreement of the Owner and Contractor.**
- 13b. Before continuing the work at the Premises, in addition to any other rights and remedies which may be available to Contractor under the Contract or at law, Contractor may require Owner to take all actions, or to reimburse Contractor for the costs of any and all actions taken by Contractor as are reasonably appropriate, to abate any present or potential health risk and to comply with all applicable legal requirements, including but not limited to the hiring of duly qualified entities to repair, clean up, remove, detoxify and decontaminate the material and the Premises.
- 13c. As used herein, the term "hazardous substance" means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; and (c) any substance which is or becomes regulated by any federal, state or local governmental authority.
14. Should any payment not be made by Owner as required, Owner agrees to pay interest in the amount of 1-1/2 percent per month (18 percent per year) on any such sums due and owing.
15. Owner agrees to pay any and all costs, including reasonable attorney's fees, incurred by Contractor for collection of any sums due under this Contract.
16. Owner shall maintain liability and fire insurance upon the Premises while work is in progress.
17. All materials delivered by the Contractor to the Premises for use in the construction work required by this contract, except any special order materials, shall remain property of the Contractor until they have actually been used for such purpose, and any material not so used may be removed by the Contractor, upon completion of the work.
18. Owner recognizes Contractor's need for complete access to the job site for all required workmen and equipment and hereby grants such access. Owner further agrees to remove all personal, movable property from the job site prior to Contractor's commencement of work.
19. Owner agrees to exercise best efforts and due diligence to enable the Contractor to perform the work in the most expeditious manner pursuant to the terms of the Contract.
20. In the event that the Contractor is delayed in the completion of this work by strikes, inclement weather, failure of the Owner to furnish any materials as might be required, or other happenings beyond its control, the time of such delay shall not be included in time during which this contract is to be fully performed as herein provided, but such time shall be extended for a period equal to the period of such delay.
21. This contract shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators, and assigns of the respective parties thereto.
22. This Contract and the attachments, if any, constitute the complete understanding of the parties and incorporate and supersede all previous agreements, written or oral. This Contract may not be altered, changed, amended, or modified, except in writing signed by both parties.
23. Owner's failure to perform any of his promises, covenants or undertakings shall be a material breach of this Contract in which event, Contractor, in its sole discretion, may terminate this Contract.
24. If any provision of this Contract is held invalid for any reason, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end, all provisions of this Contract are declared to be severable.



To: The Honorable Mayor and Town Council
Subject: Water Park Beverage Agreement
Date: February 4, 2022

From: Holly Wahl, Town Administrator

I. BACKGROUND:

The Chesapeake Beach Water Park utilizes beverage services for Park guests. The Town has utilized Pepsi for the last several seasons.

II. SCOPE OF WORK:

The beverage vendor provides services to the Chesapeake Beach Water Park, to include; delivery of goods, equipment to distribute goods, servicing of equipment and point of sale support.

III. PROPOSALS:

See Exhibit "A"

IV. FISCAL IMPACT:

Costs for beverage services will come from the Water Park budget Cost of Goods Sold line item.
Total costs for annual services total approximately \$16,500.

V. NEXT STEPS:

Town staff plans to recommend Pepsi for beverage services at the Chesapeake Beach Water Park due to the longstanding relationship, familiarity with the Park and the sign on bonus provided to the Park for executing a (3) three year agreement. The Town has been satisfied with the product, equipment and service provided by Pepsi. Furthermore, maintaining this service provider will provide continuity at the Park.

Exhibit "A" Pepsi and Coke Comparison 2022

updated 2/3/2022

PEPSI

	Cost	Rebates*	Cost with Rebate
5 Gal Bib Soda	\$ 91.70	\$ 5.00	\$ 86.70
	\$ 18.34 per gallon	\$ 1.00 per gallon	\$ 17.34 per gallon
3 Gal Bib Sweet Tea	\$ 70.62	\$ 3.00	\$ 67.62
	\$ 23.54 per gallon	\$ 1.00 per gallon	\$ 22.54 per gallon
3 Gal Bib Gatorade	\$ 56.91	\$ 3.00	\$ 53.91
	\$ 18.97 per gallon	\$ 1.00 per gallon	\$ 17.97 per gallon
3 Gal Bib Unsweet Tea	\$ 61.32	\$ 3.00	\$ 58.32
	\$ 20.44 per gallon	\$ 1.00 per gallon	\$ 19.44 per gallon

Aquafina (20oz)	\$ 23.60 per case	\$ 1.00 per case	\$ 22.60 per case
	\$ 0.98 per bottle		
Life Water (23.67oz/12pk)	\$ 17.75 per case	\$ 1.00 per case	\$ 16.75 per case
	\$ 1.48 per bottle		

Cups (16oz) \$ 0.06 per cup 2021
Cups (32oz) \$ 0.14 per cup 2021

Marketing \$500 annual non-cash marketing per year
Bonuses \$4,500.00 signing bonus for 3 year contract

COCA-COLA

	Cost	Rebates*	Cost with Rebate
5 Gal Bib Soda	\$ 95.00	\$ 10.00	\$ 85.00
	\$ 19.00 per gallon	\$ 2.00 per gallon	\$ 17.00 per gallon
2.5 Gal Bib Sweet Tea	\$ 50.00	\$ 5.00	\$ 45.00
	\$ 20.00 per gallon	\$ 2.00 per gallon	\$ 18.00 per gallon
2.5 Gal Bib Powerade	\$ 50.00	\$ 5.00	\$ 45.00
	\$ 20.00 per gallon	\$ 2.00 per gallon	\$ 18.00 per gallon
2.5 Gal Bib Unsweet Tea	\$ 49.00	\$ 5.00	\$ 44.00
	\$ 19.60 per gallon	\$ 2.00 per gallon	\$ 17.60 per gallon

Dasani (20oz)	\$ 17.43 per case	\$ 2.00 per case	\$ 15.43 per case
	\$ 0.73 per bottle		
Smart Water (20oz/24pk)	\$ 30.81 per case	\$ 2.00 per case	\$ 28.81 per case
	\$ 1.28 per bottle		

Cups (16oz) \$ 0.07 per cup 2022
Cups (32oz) \$ 0.13 per cup 2022

Marketing \$1,000 annual non-cash sponsorship per year
Bonuses No signing bonus

Rebates* We get money back based on what we purchase in a year with the distribution company. For example, if we purchase 100 gallons of soda from Pepsi we would get a check for \$100 dollars at the end of the year. If we purchased 100 gallons of soda from Coke we would get a check for \$200 at the end of the year.

Customer Information

(Required)

Name of Business: Chesapeake Beach Water Park

Primary Contact: Marilyn VanWagner

Address: PO Box 400

City: Chesapeake Beach

State: MD

Zip: 20732

Customer E-mail: marilyn@chesapeakebeachwaterpark.com

COF Number(s):
(include all numbers) 3005406

Fed Tax Id #: _____

State Tax Id #: _____

Business Phone: 4012571404 **Cell #:** _____

Business Owner: Town of Chesapeake Beach

PBC Information

Agreement Term

PBC Location(s): COLUMBIA

Created By: TAYLOR BROWN **Zone #:** 14520

Agreement Start Date: 12/3/2021

PBC Market Unit: DMV **Phone #** 301-653-1558

Agreement End Date*: 12/2/2024

Sales Method: (check one) **Pepsi Direct** **Pre-Sell** (Route # _____) *See Volume Based Term Section, or Agreement automatically renews yearly unless Cancellation is received at least ninety (90) days prior to end of term

(Check Boxes and Specify, as applicable)

PBC Agrees To:

X	<p>Loan at no charge (except where prohibited by law - in which event PBC shall charge the minimum legal rental fee allowed), where and as necessary coolers, fountain or other equipment to the Customer, to be placed and operated pursuant to the terms and conditions of this Agreement (as specified on reverse side).</p> <p>Initial Equipment Placement shall be as follows (fill out as applicable):</p> <p>Coolers: One-Door Two-Door Three-Door Counter-top Energy</p> <p>Fountain: 6 Valve 8 Valve <u>1</u> Bar guns (<u>12</u> button)</p> <p>Special: Lipton Brewed Iced Tea Juice Frozen Slush FUB Unit</p> <p><u>1</u> Valve Urn x <u>2</u> <u>2</u> Valve Urn <u>Other</u> (Specify):</p>
X	PBC shall provide, at no charge to the Customer (except where prohibited by law), periodic maintenance, necessary service and repairs to all Equipment loaned to Customer pursuant to this Agreement.
X	PBC shall make available for purchase by Customer Pepsi branded cups and CO ₂ ("Ancillary Products") at prices as determined by PBC. (Based on availability)
X	<p>Provide Customer with the opportunity to participate as a member of</p> <p>* If unredeemed, earned points will expire after two years * Visit www.pepsirewardsplus.com for full program details</p>
X	<p>For additional local PBC Field input: <u>Director</u></p> <p>FTN pricing and <u>Rec&Retail</u> bottle & can pricing. <u>\$ 500</u> non-cash value marketing funds per contracted years.</p> <p>This is a <u>PDP-DSD</u> dual account and will accrue rebates for both delivery methods.</p>

Customer Agrees To:

X	EXCLUSIVE – Customer agrees to exclusively serve the Products indicated below at the Customer's Outlet. The Products shall be the only beverages of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Customer's Outlet.
X	NON-EXCLUSIVE – Customer agrees to grant PBC the right to have its Products sold, dispensed or otherwise made available, and advertised, displayed, represented or promoted at or in connection with the Customer's Outlet. Notwithstanding the foregoing, if PBC has provided Customer with fountain Equipment, Customer agrees to serve PBC's postmix Products exclusively at its Outlet
X	DSD – Customer agrees to purchase all Products directly from the PBC Location(s) indicated above, and sell only those Products purchased from PBC from the Equipment provided to the Customer by PBC. Customer shall not stock any non-PBC Products (food or beverages) in Equipment.
X	MINIMUM THRUPUT – In order to qualify for applicable Equipment, Customer shall purchase a minimum annual average of 100 Cases per door for each cooler, 100 Gallons per each FB unit, 150 Gallons per each urn, and 500 Gallons per each fountain dispensing unit (minimum requirement may exclude bar guns at PBC's discretion) at the Outlet.
X	REQUIRED PRODUCTS. Purchase, stock and distribute at least each of the Products (as specified below) at all times during the Term.

Required Packages for this Agreement:

Fountain Postmix/BIB 20oz 2 Liter Cans
Fountain Premix/Tanks (Limited Market Availability) Cups CO₂
Other :

FOUNTAIN/POSTMIX SKU REQUIREMENTS: (Must carry minimum of Six) (Based on availability)

Pepsi Dt Pepsi Sierra Mist Mtn. Dew Dt. Dew SoBe Life Water
Brisk Tea Lipton Brewed Iced Tea: Sweet UnSweet Other
Dr Pep Dt. DRP Mug CF Dt Pepsi Dt Sierra Mist Crush
Lemonade Wild Cherry Pepsi Fruit Punch
Frozen Slush Juice BIB Juice Cartridge Other Innovation

20oz. BOTTLE SKU REQUIREMENTS: Must Check One Level

(All shall be 20 oz bottles unless otherwise indicated)

Platinum: Must Purchase Pepsi, Dt Pepsi, Sierra Mist, Mountain Dew, Aquafina plus any three additional skus from brands below:

Gold: Must Purchase any five skus from brands below:

Silver: Must Purchase any three skus from brands below:

Pepsi Dt Pepsi Mtn. Dew Dt. Dew Sierra Mist Aquafina Dr. Pep
Dt. DRP Crush Max Next Lipton: Iced Tea Brisk Pure Leaf
Gatorade G2 PropelZero SoBe LifeWater SoBe Dole/Ocean Spray
KickStart (16oz.) Starbucks (11oz/13.7oz.) Energy (16oz.)

X **Comply with the Terms of this Agreement**

AGREED TO AND ACCEPTED BY:

For Pepsi Beverages Company	
<i>TAYLOR BROWN</i>	
Signature:	Date 12/3/2021
Print Name: Taylor Brown	FSR Title
For Customer	
Signature:	Date
Print Name	Title

Beverage Agreement C

prior to the Agreement End Date.

Additional Notes (if needed)

For Customer:

Print Name

Date:

Signature:

COF: 3434914

This sets forth the agreement ("Agreement") between Bottling Group, LLC, on behalf of itself and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company ("PBC") and the Customer identified on the front page of this Agreement (the "Customer"), with respect to the purchase of Products.

1. **Definitions.** As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.

- a. **"Agreement Year"** shall mean each twelve-month period beginning with the Agreement Start Date.
- b. **"Beverages"** means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, within the following categories: (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) bottled or canned water whether carbonated or still (spring, mineral or purified), (viii) liquid concentrate teas ("LCT"), (ix) frozen non-carbonated beverages ("FUB"), and (x) any future categories of nonalcoholic beverage products that may be distributed by PBC.
- c. **"Cases"** shall mean the number of cases of bottle & can Products purchased by the Customer from PBC to be delivered in sizes, quantities and types of containers as determined by PBC from time to time.
- d. **"Equipment"** shall mean all coolers, fountain and other beverage dispensing equipment loaned or rented to the Customer by PBC during the Term.
- e. **"Gallons"** shall mean the gallons of Postmix, LCT and FB Products purchased by the Customer from PBC.
- f. **"Outlet"** shall mean the Customer's outlet located at the address indicated under the Customer information section, and any expansions thereof, including any restaurant, outlet or other facility in the Customer's system that may be opened or acquired by the Customer within PBC's bottling territory during the Term (the "Outlets"). In the event that new Outlets are added during the Term of this Agreement, the parties shall create and attach an updated schedule of Outlets, COFs and addresses, to be automatically included as part of the Agreement.
- g. **"Products"** shall mean Beverages manufactured, sold or distributed by PBC which may be amended by PBC from time to time.
- h. **"Term"** The term of this Agreement shall be for the period commencing on the Agreement Start Date and expiring on the Agreement End Date as indicated on the front page and/or "Volume Based Term" section of this Agreement, unless sooner terminated or extended as provided herein. After the expiration of the initial term, for agreements that have a time-based duration, this Agreement shall automatically renew for successive one (1) year periods unless contrary written notice is provided by one party to the other not less than 90 days prior to the end of the initial term or any renewal period. Any renewals shall be under the same terms and conditions, except that Customer shall not be entitled to receive any consideration identified as "one-time" or upfront for any renewal periods. same terms and conditions, except that Customer shall not be entitled to receive any consideration identified as "one-time" or upfront for any renewal periods.

2. **Consideration.** In consideration of the rights granted in this Agreement, and provided the Customer is not in breach of this Agreement, PBC shall provide the Customer the following – if applicable as indicated on the first two pages of this Agreement:

- a. **Equipment.** PBC or one of its affiliates shall retain all right title and interest in the Equipment. PBC will make initial delivery of each piece of Equipment to the Customer's designated location. Prior to the delivery of the Equipment, the Customer shall complete and sign an Equipment Move Order ("EMO") or equivalent with an authorized PBC representative, providing the location name and address where the Equipment will be located. PBC shall install the Equipment at Customer's above address with no additional cost to Customer, provided that Customer shall make available necessary electrical and plumbing facilities as required by city, state and Federal regulations. At all times during the Term, Customer shall comply with PBC's Product merchandising standards, and policies and procedures regarding the operation and use of PBC's Equipment, as such standards and policies may be updated or modified by PBC from time to time. Customer agrees not to remove or cause to be removed or otherwise encumber the Equipment from the location above designated without the written consent of PBC. Customer agrees to promptly notify PBC if the Equipment needs to be repaired or serviced. Customer further agrees to fully cooperate with PBC in effecting any necessary repairs or service. Provided the Customer is in compliance with all terms and conditions of this Agreement, PBC agrees to provide free service and repair of the Equipment (except where prohibited by law). Customer shall keep the Equipment free from any liens or encumbrances except those caused by PBC. Customer shall be liable to PBC for careful use and return of the Equipment in good condition, and any Equipment or parts lost or damaged by fire, theft, accident, or for any other reason, shall be paid for, at the time of loss, by Customer. All reasonable expenses incurred by PBC in securing return of the Equipment, including but not limited to hourly charges for PBC's employees, shall be Customer's responsibility. PBC shall have the right, during Customer's usual business hours, to enter the premises where the Equipment is located and shall have free access thereto for purposes of inspecting or removing the Equipment. Failure to comply with this provision shall be deemed a material breach of this Agreement.
- b. **Funding.** As set forth in this Agreement, Funding, as applicable, may consist of: (1) an Upfront Development Fund payment in the amount indicated in this Agreement, payable as specified herein and earned over the duration of the Term as stated below; (2) Rebates payable for applicable Cases or Gallons or Products purchased by Customer from PBC during the applicable funding period; (3) a one-time only Signing Bonus in the amount indicated in this Agreement, payable within ninety (90) days of the later of installation of Equipment or signing of this Agreement by both parties, and earned over the duration of the Term; and (4) such other consideration as indicated on the first two pages of this Agreement, including that based on exclusive/non-exclusive status of the Customer. For funding consisting of item (1) or (3) above, the funding will be earned by Customer on an equal monthly basis over the initial Term if the Agreement has only a "time-based" duration, and will be earned on an equal per Gallon/Case basis if the Agreement has a "later of time or Gallons/Cases purchased" duration; and
- c. The Customer acknowledges and agrees that all consideration set forth herein is to be earned by the Customer based on its full compliance with the terms, and requirements of this Agreement and PBC shall provide such consideration provided the Customer (1) has paid in full, without offsets, auto or other deductions, all invoices for Products delivered to the Customer, and (2) is not in breach of its obligations under this Agreement.

3. **Product Price.** Prices for Products (including for Ancillary Products, if applicable) shall be at the discretion of PBC and subject to change from time to time.

4. **General Terms**

- a. **Breach and Termination.** In the event either party breaches a provision of this Agreement, the non-breaching party shall give the other party written notice of such breach. Upon receipt of such written notice, the breaching party shall have thirty (30) days to cure such breach. If such breach is not cured within the specified time period, the non-breaching party may terminate this Agreement upon the expiration of such cure period upon written notice to the breaching party.
- b. **Remedies.** If PBC terminates this Agreement due to Section 4(a) above, then in addition to any other remedies to which PBC may be entitled by reason of any breach, Customer shall immediately reimburse PBC for the following: (i) an amount representing reimbursement for the cost of installation and removal of the Equipment provided to Customer by PBC pursuant to this Agreement; and (ii) Customer shall reimburse PBC for a prorated portion of any funding or upfront payment advanced by PBC and not earned by Customer as of the time of termination, with such prorated amount based upon the number of remaining months in the Term as of the date of termination if the Agreement has a time-based duration, or based upon the number of outstanding Gallons/Cases remaining to be purchased as of the date of termination, as applicable if the Agreement has a later of time or Gallons/Cases duration; and (iii) an amount as liquidated damages, for lost sales suffered by PBC as a result of such termination, equal to the sum of: (1) the product of \$5 multiplied by the projected number of Gallons of Postmix, LCT and FB Products that Customer would have been expected to purchase during the remainder of the Term based on the Customer's average annualized purchase rate, and (2) the product of \$10 multiplied by the projected number of 24-pk case equivalents of Packaged Products that Customer would have been expected to purchase during the remainder of the Term based on Customer's average annualized purchase rate. In addition to the foregoing, Customer shall not receive any consideration pursuant to this Agreement which has not been fully earned or redeemed (including Pepsi Rewards points) by Customer as of the date of such breach.
- c. **Failure to meet Minimum Thruput Requirement.** At the end of each Agreement Year, or at any time upon thirty (30) days notice, if Customer fails to, or if Customer purchase trends indicate that Customer will fail to, purchase the average Cases/Gallons as indicated on the front page of this Agreement, then PBC shall have the right to remove Equipment completely and terminate this Agreement pursuant to Section 4(a), or substitute/adjust Equipment placement as necessary such that the average Cases/Gallons is achieved. The Customer shall return the Equipment within 20 days after written notice from PBC. At the end of the initial Term, or any renewal period thereafter, if Customer has failed to purchase the aggregate (e.g. for 2-year term, 1000 Gallons per fountain dispensing unit) volume threshold requirements stated herein, PBC shall have the option, in lieu of termination, to extend the respective term of the Agreement until such time as the Customer's purchases reach the applicable aggregate volume thresholds ("Automatic Extension"). Renewals after any Automatic Extension periods shall be treated under Section 1(g), above.
- d. **Equipment upon Expiration or Termination of this Agreement.** If this Agreement is terminated or expires and the parties do not enter into a subsequent agreement, then the Customer shall fully cooperate with PBC to insure that PBC is able to pick up its Equipment. Within 15 days after the expiration or termination the Customer shall coordinate with PBC so that PBC may pick up its Equipment at the Customer's locations. Once PBC has picked up and inspected the Equipment, PBC shall notify the Customer of any damage to or missing Equipment/parts (excluding reasonable wear and tear). Customer shall immediately pay to PBC all applicable costs, expenses, and fees associated with the repair/replacement of the Equipment or associated parts. Failure make such payment shall be deemed a material breach of this Agreement.
- e. **Right of Offset.** PBC reserves the right to withhold payments due hereunder as an additional remedy for breach, or as an offset (partial or whole) against any amounts not paid by Customer to PBC pursuant to this Agreement, including the payments set forth in Sections 4(b) and 4(d), above.
- f. **Customer Representation.** Customer represents and warrants to PBC that the execution, delivery and performance of this Agreement by Customer will not violate any agreements with, or rights of, third parties.
- g. **Non-Disclosure.** Except as may otherwise be required by law or legal process, Customer shall not disclose to unrelated third parties the terms and conditions of this Agreement without the written consent of PBC.
- h. **Assignment/Acquisition.** The Customer shall not sell, assign, transfer or otherwise encumber any interest in the Agreement without prior written consent of PBC. In the event that the Customer sells, assigns or transfers its assets to a third party or there is a change in control of the Customer, the Customer shall cause the transferee to assume all of the Customer's obligations under this Agreement prior to such sale, assignment or transfer. In the event the transferee has an existing local agreement with PBC or national agreement with PepsiCo (which agreement covers the purchase of Products), the agreement with the transferee shall continue and PBC's obligations under this agreement shall terminate. PBC may assign this Agreement at any time to an affiliate without any prior consent.
- i. **Unauthorized Reselling and/or Transshipment.** PBC reserves the right to limit quantities, deduct/withhold funding, charge transshipment fines, or terminate this Agreement immediately (i.e., without notice/cure period as set forth in Section 4(a), above) if the Customer: (i) resells Products in a manner not authorized by this Agreement, including to other resellers/distributors; (ii) sells Products directly or indirectly for resale outside of the PBC Location's exclusive territory; or (iii) purchases same-branded products as the PBC Products outside PBC Location's exclusive territory and resells such products within such exclusive territory. PBC will have the right to inspect Customer's warehouse for the purpose of verifying product production codes.
- j. **Right of First Refusal.** Upon expiration or termination of this Agreement, if the parties have not entered into a new agreement, the Customer shall be free to enter into discussions/negotiations with third parties except that Customer shall grant Pepsi the absolute right of first refusal to match any bona fide offers made by a third party with respect to Beverage sales at the Outlets. The Customer shall provide Pepsi with details of any such bona fide offers, and Pepsi shall have a thirty (30) day window to decide whether it will match such offer and exercise its right of first refusal. The parties agree that beverage type/category and not brand names shall be considered for the purposes of determining a match.
- k. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties, including prior funding commitments relating to the purchase of the Products by Customer. This Agreement may be amended or modified only by a writing signed by each of the parties.

Pepsi Beverages Company		Customer	
Signature: <i>JAYLOR BROWN</i>	Date: 12/3/2021	Signature:	Date:



Coca-Cola
CONSOLIDATED



Chesapeake Beach Water Park

Annual Product Rebates

BOTTLE/CAN Rebates - \$1.50 per case of 24

Products	Rebate
SSD 20oz PET Single (24/cs)	\$2
Dasani 20oz PET Water (24/cs)	\$2
2 Liters SSD (8/cs)	\$1
Smartwater 20oz PET (24/cs)	\$2
Smartwater 1. Liter PET (12 per case)	\$1
Dasani 1 Liter PET (12 per case)	\$1
POWERADE 20oz PET Single (24/cs)	\$2
MM 100% 12oz PET (24/cs)	\$2
Body Armor 16oz PET (12/cs)	\$1
Powerade 20oz PET Single (24ct)	\$2

FOUNTAIN Rebates \$2 per gallon

Product	Rebate Per Gallon
5 Gallon BIB	\$2
2.5 Gallon BIB	\$2
2.5 Gold Peak Tea SWT	\$2
2.5 Gold Peak Tea UNSWT	\$2
2.5 Gallon MM Lite	\$2
2.5 Gallon BIB Viitaminwater	\$2

\$55,221
Annually
Based off current
Sales

GENERAL FUND

Updated 1/27/2022

FY 2020

FY 2021

FY 2022

FY 2023

Actual	Budgeted
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Actual	Budgeted
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Actual as of 12/31/21	Budgeted
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Budgeted

DEFINITIONS

REVENUE

Local Sources

100-410000 · Real Estate Taxes	2,708,664	2,686,535	2,694,516	2,684,296	1,877,777	2,719,849	2,719,849	Budget created using the real property base multiplied by .3233
100-410100 · Admission & Amusement Tax	1,618,132	1,200,000	1,057,757	1,441,654	1,399,990	1,314,340	1,729,285	Admissions and Amusement Tax that is collected
100-410105 · State A&A Tax Distributions					300,000	300,000	300,000	Tax distribution from the State
100-410115 · Hotel Tax	86,810	90,000	53,048	100,000	93,115	80,000	100,000	County provides any tax collected in Chesapeake Beach
100-410120 · Operating Property Tax	55,846	55,000	62,136	55,846	0	61,536	64,614	SDAT sends assessable base and the Town bills BG&E and Verizon
100-410125 · Penalties & Interest	13,688	3,000	3,914	3,000	1,547	3,000	3,000	Citizen charges from paying taxes late to the County
100-410135 · Traders License - County	2,350	600	3,229	600	309	860	800	County issues and sends these funds to the Town
100-410140 · Zoning Permits & Site Plans	22,635	7,000	78,960	19,000	35,025	50,000	50,000	Permit and Site plan fees
100-410145 · Interest on savings & investment	115,997	100,000	7,207	120,000	1,481	15,000	10,000	Interest received from the investment accounts
100-410160 · Bayfront Park Admissions	55,964	50,000	0	50,000	0	0	0	Fees received from Bayfront Park
100-410165 · Tower Site Rental	115,516	100,000	115,986	110,000	62,734	110,000	110,000	Tower rental received from AT&T, Verizon and T-Mobile
100-410170 · Cable Franchise Fee	111,853	95,000	111,817	100,000	56,469	110,000	110,000	Town receives a franchise fee from Comcast quarterly.
100-410175 · Speed Camera & Other Fines	73,281	60,000	83,140	50,000	23,924	100,000	90,000	Income and fines from the Speed Cameras in Town
100-410180 · Ramp Fees					4,596	10,000	10,000	Fees from Boat ramps
100-410230 · Miscellaneous Income	8,875	0	64	5,000	28	5,000	5,000	Miscellaneous fees such as the dog license fee

Total Local Sources

4,989,611	4,447,135	4,271,775	4,742,396	3,856,996	4,879,585	5,302,548
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Federal, State, & County Sources

100-420100 · State income taxes	1,094,522	840,000	1,147,111	1,000,000	481,883	1,200,000	1,200,000	Income taxes received from the County
100-420105 · Highway User Revenues	269,510	344,873	268,528	363,112	209,846	338,013	370,852	Annual Grant from Highway User Revenue
100-420110 · State Aid Police Protection	57,874	47,418	55,885	57,864	21,916	56,608	54,525	Annual Grant from GOCPP
100-420150 · Federal Projects Grants					2,970,557	0	2,970,557	

Total Federal, State, & County Sources

1,423,806	1,236,291	1,473,423	1,423,776	3,684,203	1,594,621	4,595,934
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Other Income

100-432200 Miscellaneous Grants	354,195	200,000	0	50,000	177,840	190,000	335,000	Miscellaneous Grants
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Total Other Income

354,395	200,000	300	50,000	178,512	190,000	335,000
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TOTAL REVENUE

6,767,812	5,883,426	5,745,498	6,216,172	7,719,711	6,664,206	10,233,482
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GENERAL FUND

Updated 1/27/2022

FY 2020

Actual Budgeted

FY 2021

Actual Budgeted

FY 2022

Actual as of 12/31/21 Budgeted

FY 2023

Budgeted

DEFINITIONS

EXPENSES

GENERAL GOVERNMENT

Salaries, Wages, Payr Tx, Bene

100-6000-602000 · Salaries - Office	480,603	486,511	504,657	508,204	240,775	523,450	544,388	Salaries for Town Hall Staff
100-6000-602050 · Fica Expense	37,408	37,479	39,811	42,597	18,815	43,875	45,630	Payroll Taxes
100-6000-602100 · Medical and Life Insurance	108,171	108,215	91,100	122,639	70,223	150,998	158,548	Town Hall Staff Medical&Life as well as FSA
100-6000-602300 · Retirement	83,172	83,172	86,463	86,481	45,021	94,485	98,264	Town Hall Staff Retirement Fund
100-6000-602400 · Continuing Education	2,659	10,000	17,289	20,000	1,085	20,000	40,000	Training, Conferences, Certifications, Courses
Total Salaries, Wages, Payr Tx, Bene	712,013	725,377	739,320	779,921	375,919	832,808	886,830	

Contracted Services

100-6000-620400 · Audit	26,975	34,562	34,300	35,068	23,000	26,000	26,000	Charges from our auditing company that performs the annual audit
100-6000-620600 · Legal Counsel	70,157	70,158	47,917	66,000	21,938	80,000	80,000	Charges from law firms that perform services for the Town
100-6000-620800 · SDAT Fees	8,669	11,558	11,558	11,558	0	11,558	11,558	State Department of Taxation Fees
100-6000-621100 · Annual Software Agr	58,890	88,592	39,879	45,000	38,524	45,000	65,000	Accounting Software, Meter Reading Software, and other subscriptions
100-6000-621200 · Planning & Zoning	74,973	74,974	28,048	90,000	13,410	90,000	100,000	Consulting or other expenses for the Town's Planning and Zoning
100-6000-621400 · Engineering	30,759	80,000	122,907	80,000	16,331	100,000	110,000	Surveying, planning&consulting for engineering work in the Town
100-6000-621600 · IT Support	29,647	29,647	29,865	30,000	20,402	30,000	45,000	Software, technical support, and server set up/maintenance
100-6000-622500 · T.H. Building Maintenance	6,718	40,000	9,150	40,000	8,821	30,000	30,000	General maintenance and inspections on the Town Hall building
100-6000-623300 · Newsletter	6,458	12,000	4,524	10,000	0	10,000	10,000	Annual newsletter printing and design/Informative post cards
100-6000-623400 · Library RENT Grant	38,108	41,112	35,858	43,168	23,058	45,627	46,996	Monthly rent for Twin Beaches Library
100-6000-623900 · Professional Fees	3,961	6,000	5,076	11,000	4,170	11,000	11,000	Service charges, bank charges and annual fees
100-6000-624500 · Web Maintenance	6,607	10,000	4,499	5,000	0	5,000	5,000	The Town's website software usage and maintenance
100-6000-624700 · Document Imaging	2,819	5,500	1,044	4,000	1,539	4,000	4,000	Service for backing up the Town's important documents for retention
Total Contracted Services	364,741	504,103	374,626	470,794	171,193	488,185	544,554	

Other Charges

100-6000-631210 · Legislative Education / Travel	8,972	29,500	3,299	29,500	6,305	20,000	29,500	Training, Certifications, or travel for the Mayor and Town Council
100-6000-631220 · Dues & Subscriptions	9,238	10,000	9,962	12,000	9,150	18,000	20,000	Membership dues and subscriptions to leagues, associations, etc.
100-6000-631300 · Grants to Local Orgs	18,950	27,500	14,500	17,500	9,000	17,500	17,500	Grants to local organizations
100-6000-631305 · Senator M. Miller Scholarship Fund					0	5,000	5,000	Scholarship fund set up based on agreed to specific criteria
100-6000-632000 · Miscellaneous Expense	0	0	2,636	5,000	230	5,000	5,000	Expenses that do not technically fall under any expense category
100-6000-632300 · Office Expense	56,701	57,000	31,477	57,000	23,383	60,000	60,000	Office supplies, marketing, services like Microsoft and postage
100-6000-634101 · Council Compensation	17,350	18,000	18,187	18,000	8,330	18,000	18,000	Town Council Salary
100-6000-634102 · Mayor Compensation	18,000	18,000	18,762	18,000	8,792	18,000	18,000	Mayor Salary

GENERAL FUND Updated 1/27/2022	FY 2020		FY 2021		FY 2022		FY 2023	DEFINITIONS
	Actual	Budgeted	Actual	Budgeted	Actual as of 12/31/21	Budgeted	Budgeted	
100-6000-634200 Recreational Reserve Fund					0	100,000	100,000	Reserve for recreational expenses
100-6000-634500 · Town Hall Telephone	8,380	18,000	7,129	15,150	3,547	15,150	15,150	Mobile phones services for the Town
100-6000-635000 · Town Hall Utilities	20,200	25,000	19,487	20,000	9,574	22,000	22,000	Electricity, internet, water, etc.
100-6000-636101 · Special Events	79,176	117,353	17,827	140,000	16,533	128,100	140,100	Marketing, supplies, calendars, decorations, etc. for general events
100-6000-636201 · Economic Development Expenses	17,883	44,000	17,815	44,000	11,712	44,000	44,000	Bringing value to the community (special advertising, calendars, etc.)
100-6000-637010 · Opioid Awareness Committee	1,392	3,000	900	3,000	120	3,000	3,000	Supplies and tools for the Opioid Awareness Committee
100-6000-637020 · Green Team	0	3,000	2,360	7,000	1,514	7,000	7,000	Supplies and tools for the Green Team
100-6000-637030- Rental Inspection Services			25,073	10,000	13,992	20,000	25,000	Property inspections for rentals
100-6000-780000 · Insurance	33,719	52,500	70,294	63,626	46,777	75,000	75,000	General insurance policies, treasurer's bond renewal
100-6000-790100 - ARP Grant							2,970,557	Expense to offset expected revenue
100-6450-602050- FICA	0	0	0	0	1,648	3,000	3,000	Payroll Taxes
Total Other Charges	290,245	425,607	278,265	468,530	170,458	578,750	3,577,807	
Total GENERAL GOVERNMENT	1,366,999	1,655,087	1,392,211	1,719,245	717,570	1,899,743	5,009,191	
PUBLIC SAFETY								
100-6450-645500 · Police - Deputy in Residence	775,477	1,051,463	1,104,620	1,229,551	282,043	1,338,609	1,405,539	Services of our Resident Deputy
100-6450-646000 · Bayfront Park and Town Beautification	41,390	55,000	43,663	60,500	22,850	60,500	60,500	Bayfront Park general expenses
100-6450-646500 · North Beach VFD Cap Exp	50,000	50,000	50,000	50,000	0	50,000	50,000	Grant made to North Beach Volunteer Fire Dept
Total PUBLIC SAFETY	866,867	1,156,463	1,198,282	1,340,051	304,893	1,449,109	1,516,039	
PUBLIC WKS								
Salaries and Benefits								
100-6500-602000 · P.W. - Salaries	432,551	435,153	451,995	454,844	219,943	468,489	525,000	Salaries for the Public Works Staff
100-6500-602010 · Recreational Operations - Salaries					10,118	100,000	82,000	Salaries for the Recreational Ops Staff
100-6500-602050 · P.W. - Fica Expense	31,934	33,145	33,585	39,905	16,221	41,102	49,000	Payroll Taxes
100-6500-602100 · P.W. - Medical & Life Ins.	119,698	120,288	79,690	143,641	65,206	147,950	170,000	Public Works Staff Medical&Life as well as FSA
100-6500-602300 · P.W. - Retirement Plan	52,497	53,515	60,051	54,303	29,300	74,000	82,000	Public Works Staff Retirement Contributions
100-6500-602400 · P.W. - Continuing Education	3,199	7,500	2,325	7,500	747	5,000	10,000	Training, Conferences, Certifications, Courses, etc.
Total Salaries and Benefits	639,879	649,601	627,646	700,193	341,535	836,541	918,000	
Supplies (Public Works)								
100-6500-665200 · Gasoline/Tolls	20,738	22,500	23,230	24,750	12,767	24,750	40,000	Fuel for Public works vehicles and machinery
100-6500-665400 · Equipment Repair & Maint	20,207	35,000	29,462	35,000	19,873	30,000	40,000	Repairs and maintenance for PW equipment
100-6500-665600 · Supplies	8,534	15,000	9,448	15,000	4,554	15,000	15,000	PW general office and operational supplies
Total Supplies (Public Works)	49,478	72,500	62,140	74,750	37,194	69,750	95,000	

GENERAL FUND Updated 1/27/2022	FY 2020		FY 2021		FY 2022		FY 2023	DEFINITIONS
	Actual	Budgeted	Actual	Budgeted	Actual as of 12/31/21	Budgeted	Budgeted	
Contracted Services								
100-6500-672000 · Holiday Lights - Maint.	79,999	93,204	82,797	93,204	53,741	90,000	110,000	Christmas lights labor, supplies, maintenance, and removal
100-6500-673000 · Road Repairs & Maintenance	19,030	20,000	0	20,000	63	20,000	20,000	Supplies&tools used for repairs and maintenance to the Town's roads
100-6500-674000 · Trash Removal Service	308,302	400,000	540,000	550,000	270,000	550,000	550,000	Trash removal services for the Town
100-6500-675000 · Recycle Bins	9,856	10,000	12,367	10,000	15	10,000	12,000	Recycling bins for the Town
Total Contracted Services	417,187	523,204	635,164	673,204	1,159,862	670,000	692,000	
Other Charges (P.W.)								
100-6500-684300 · CBOCS Oyster Program	5,398	5,400	3,492	6,900	5,504	6,900	6,900	Supplies, tools, and marketing for the CBOCS Oyster Program
100-6500-684900 · Miscellaneous	1,162	2,000	504	2,000	296	2,000	2,000	Fees, taxes that do not categorize under another expense item
100-6500-685200 · Property Maintenance	44,089	45,000	41,528	45,000	10,989	65,000	65,000	Supplies, tools, signs, contractors, and other expenses
100-6500-685220 · Landscape Maintenance	156,141	165,000	150,502	153,380	76,241	140,000	150,000	Landscaping, irrigation maintenance, water supply line maint./repair
100-6500-685240 · Tree Trimming and Removals	2,828	15,000	3,859	10,000	1,844	10,000	20,000	Supplies, tools, and contractors used in tree trimming and removal
100-6500-685500 · Recreation - Operations	60,483	70,000	43,372	70,000	46,126	175,000	125,000	General supplies. Includes \$100k for Grant expense paid upfront
100-6500-686100 · Storm Drain Inspection & Maint.					0	20,000	20,000	Maintenance and Inspection charges from storm drains
100-6500-686000 · Snow & Ice Removal	3,663	40,000	37,997	40,000	469	40,000	50,000	Supplies and tools for snow and ice removal for the Town
100--6500-686500 · Street Lights	55,401	70,000	57,234	63,000	22,323	63,000	63,000	Electricity for the Town's street lights
100-6500-687000 · Telephone	5,847	9,000	7,882	8,100	5,695	9,000	11,000	Office and Mobile phones for the Public Works staff
100-6500-687500 · Utilities	3,582	4,000	4,910	6,000	3,331	8,000	8,000	Electricity, internet, water, etc.
Total Other Charges (P.W.)	514,742	601,548	351,279	404,380	172,819	538,900	520,900	
Total PUBLIC WKS	1,621,287	1,846,853	1,676,230	1,852,527	1,711,410	2,115,191	2,225,900	
Total General Fund Capital Expenditure	779,493	1,199,873	234,372	1,279,199	124,149	1,175,013	1,482,352	
TOTAL EXPENSES	4,659,793	5,883,426	4,526,245	6,216,172	2,858,034	6,664,206	10,233,482	
SURPLUS/DEFICIT	2,108,019	0	1,219,253	0	4,861,677	0	0	

GENERAL FUND

Updated 1/27/2022

FY 2020

FY 2021

FY 2022

FY 2023

Actual	Budgeted
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Actual	Budgeted
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Actual as of 12/31/21	Budgeted
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Budgeted

DEFINITIONS

Capital Expenditure Breakdown

100-7100-721500 Sidewalks	53,487	50,000	68,244	350,000		400,000	400,000
100-7100-719000 - Asphalt Overlay	384,062	344,873		363,112	8,260	338,013	370,852
100-7100-XXXXXX Miller-Loveless Park at Kellams				100,000		100,000	150,000
100- 7100 XXXXXX - New Building for PW						75,000	75,000
100-7100-XXXXXX - Fix Old Roof and replace furnace						47,000	30,000
100-7100-XXXXXX - Truck					46,297	45,000	55,000
Rebuild West end boat ramps @ the Marina	144,910						10,000
100-7100-723300 · Equipment Trailer							11,500
100-7100-723400 · Multipurpose Vehicle							80,000
100-7100-XXXXXX Pocket Parks							150,000
100-7100-XXXXXX Kellams Concession Stand							50,000
100-7100-XXXXXX Stadium Lights							100,000
Total Capital Expenditures	779,493	1,199,873	234,372	1,279,199	124,149	1,175,013	1,482,352



CHESAPEAKE BEACH SCHEDULE OF FEES

FY22

FY23

PERMIT FEES			
Rental License Permit	\$	250.00	\$ 250.00
Rental Inspection "No Access" Fee	\$	79.00	\$ 95.00
Grading permit	\$	100.00	\$ 120.00
Commercial building permit	\$	150.00	\$ 180.00
Residential building permit	\$	100.00	\$ 120.00
Misc. permit (fence, shed, deck, pool-under 150 sqft or less without electric)	\$	50.00	\$ 50.00
Home occupation permit	\$	100.00	\$ 100.00
After the fact permit fee		see Town code for fee structure	see Town code for fee structure
ZONING APPLICATION FEE			
A. Administrative Interpretation	\$	380.00	\$ 400.00
B. Official zoning letter	\$	125.00	\$ 250.00
C. Appeal of Administrative Decision/Interpretation to the Board of Appeals	\$	500.00	\$ 500.00
D. Variance (for single-family accessory structure, such as decks and sheds	\$	250.00	\$ 250.00
E. Property line adjustment	\$	250.00	\$ 250.00
F. Zoning text amendment "by citizen petition"	\$	1,200.00	\$ 1,200.00
G. Minor/ Administrative Revision(s) to Approved Site Plan-Category 1 Site Plans	\$	300.00	\$ 325.00
H. Minor/ Administrative Revision(s) to Approved Site Plan-Category 2 Site Plans	\$	75.00	\$ 100.00
I. Use & Occupancy Permit	\$	50.00	\$ 50.00
SITE PLAN REVIEW			
<i>CATEGORY 1</i>			
Base application fee	\$	250.00	\$ 275.00
Plus:			
Minor commercial accessory structures or additions	\$	1,200.00	\$ 2,400.00
New building with a gross floor area under 10,000 square feet	\$	2,400.00	\$ 4,800.00
New building with a gross floor area of 10,000 square feet to 20,000 square feet	\$	4,800.00	\$ 5,280.00
New building with a gross floor area of 20,000 square feet	\$	7,200.00	\$ 7,920.00
Residential site plans with 10 or fewer units	\$	2,400.00	\$ 4,800.00
Residential site plans with more than 10 units	\$	4,800.00	\$ 7,200.00
<i>CATEGORY 2</i>			
Base application fee	\$	360.00	\$ 400.00
<i>CRITICAL AREA SITE PLAN</i>			
Base application fee	\$	600.00	\$ 650.00
New building with a gross floor area under 2300 square feet	\$	1,200.00	\$ 2,400.00
New building with a gross floor area of 2,300 square feet to 10,000 square feet	\$	2,400.00	\$ 4,800.00
New building with a gross floor area of 10,000 square feet to 20,000 square feet	\$	4,800.00	\$ 5,280.00
New building with a gross floor area of 20,000 square feet	\$	7,200.00	\$ 7,920.00
Residential site plans with 10 or fewer units	\$	2,400.00	\$ 4,800.00
Residential site plans with more than 10 units	\$	4,800.00	\$ 7,200.00
<i>Public Works Agreements</i>			
Public Works Agreement (water/sewer)	\$	1,500.00	\$ 2,000.00
Public Works Agreement (all other including roads, storm drains etc.)		2% construction cost estimate	2% construction cost estimate
APPLICATION OF EXTENSION OF APPROVED SITE PLAN			
Extension of approved Category 1 site plan	\$	450.00	\$ 450.00
Extension of approved Category 2 site plan	\$	100.00	\$ 100.00
PUBLIC BOAT RAMP FEES			
Season Pass			
Season Pass fee Chesapeake Beach municipal residents	\$	-	\$ 75.00
Season Pass fee State of MD residents	\$	150.00	\$ 75.00
Season Pass fee out of State of MD residents	\$	150.00	\$ 100.00
In/Out Ramp Fee			
In / Out ramp fee Chesapeake Beach municipal residents	\$	-	\$ 7.50
One way ramp fee Chesapeake Beach municipal residents	\$	-	\$ 3.75
In/ Out ramp fee State of MD residents	\$	10.00	\$ 7.50
One way ramp fee State of MD residents	\$	5.00	\$ 3.75
In / Out ramp fee out of State of MD residents	\$	10.00	\$ 10.00
One way ramp fee out of State of MD residents	\$	5.00	\$ 5.00
Parking			
Public parking of boat trailer while launched	\$	-	\$ -
CODE ENFORCEMENT			
Administrative fee	\$	50.00	\$ 50.00
Town Recycle Bins			
Recycle bin replacements	\$	30.00	\$ 50.00
TRIBUTE			
Veterans' memorial brick	\$	100.00	\$ 150.00
PUBLIC RECORDS			
Copies			\$ -
Fee for each copy made by photocopying machine within Town Hall	\$	0.25	\$ 0.25
<i>Fee for each copy made otherwise shall be based on actual cost of reproduction</i>			\$ -
Certification of copies		\$1/page	\$1/page
<i>Minimum fee. No charge will be made if the total fee is less than \$1</i>			
<i>Fees are based upon the persons needed to perform the activities, and the rates for such persons are per hour:</i>			
Town Hall staff and the custodian or the custodian's designees	\$	25.00	\$ 35.00
Zoning Administrator	\$	100.00	\$ 150.00
Town Attorney	\$	200.00	\$ 250.00
Town Engineer	\$	100.00	\$ 150.00



Special Events Budget Breakdown

	<i>FY22</i>	<i>FY23</i>
<u>Moonlight Cruises</u>	\$ 500	\$ -
Town coordinated themed cruises with participants paying ticket costs to attend. Town costs are related to the theme and snacks for the event.		
<u>Fireworks</u>	\$ 75,050	\$ 75,050
Contracted costs to provide fireworks display and (2) barges.		
<u>Fishing Creek Clean Up, Spring & Fall</u>	\$ 500	\$ -
Water, Snacks, Lunch and Miscellaneous \$250 per event.		<i>Covered under the Green Team</i>
<u>Miscellaneous Events</u>	\$ 1,000	\$ 10,000
Advertising and miscellaneous expenses, miscellaneous events.		
<u>Health & Wellness Fair</u>		
Twin Beach Opioid Abuse Awareness Coalition annual event to promote Health & Wellness.	\$ 2,000	\$ 2,000
<u>Halloween Family Fun Night</u>	\$ 5,000	\$ 5,000
Covers the cost of advertising, candy, treats, tablecloths, music and entertainment.		
<u>Light Up the Town and Christmas Market</u>	\$ 5,000	\$ 6,000
Tent rental, refreshments, treats, advertising, music, decorations.		
<u>Brightest Beacon on the Bay</u>	\$ 1,000	\$ 1,000
Awards and judging expenses.		
<u>Volunteer Party</u>	\$ 6,950	\$ 6,950
Evening of dinner, gathering, entertainment for the Town volunteers.		
<u>Polar Express Ride Around</u>	\$ 1,500	\$ 1,500
Rental fees associated with trolley services. Due to the high demand proposing to add additional tours.		
<u>Easter Festival</u>	\$ 3,500	\$ 3,500
Flyers, candy, games, decorations, tablecloths, entertainment, popcorn		
<u>Stars and Stripes Festival</u>	\$ 13,000	\$ 13,000
An all weekend event focused on education and outreach of the true meaning of Memorial Day.		
<u>Pat Carpenter Holiday Parade</u>	\$ 1,100	\$ 1,100
Float materials and gifts for the children.		
<u>Employee Christmas Party</u>	\$ 2,000	\$ 2,000
Cost of food, beverages and decorations for the employee Christmas Party.		
<u>Taste the Beaches</u>	\$ 10,000	\$ 10,000
Economic development and outreach event for the Twin Beaches. This event engages local business and vendors. Non-food vendors pay fees for participation, which off set additional expenses.		
<u>Beach Elementary School End of the Year Party at the Water Park</u>		\$3,000
	\$ 128,100	\$ 140,100

Town of Chesapeake Beach - 5 Year Capital Improvement Project List						
		FY	FY	FY	FY	FY
Project Description	Fund Type	2023	2024	2025	2026	2027
Asphalt Overlay	General Fund	370,852	380,494	390,387	400,537	410,951
Sidewalks	General Fund	400,000	400,000	400,000	400,000	400,000
Kellams Field	General Fund	150,000	75,000	100,000	125,000	150,000
Paint interior of Town Hall	General Fund		15,000			
Carpet Chambers	General Fund		10,000			
B Street Overlook	General Fund			10,000		
New Building for PW	General Fund	75,000				
Roof for Town Hall	General Fund	30,000				
replace truck	General Fund	55,000	60,000	65,000	70,000	75,000
equipment trailer	General Fund	11,500				
Boat Ramps	General Fund	10,000				
Replace truck #1	General Fund		25,000			
Replace backhoe	General Fund	80,000				
Replace Vacuum Trailer	General Fund			50,000		
Town garage office rehab	General Fund			25,000		
Replace truck number 2 Dual wheel	General Fund				65,000	
Pocket Parks	General Fund	150,000				
Kellams Concession Stand	General Fund	50,000				
Stadium Lights	General Fund	100,000				
TBD	General Fund		500,000	500,000	500,000	500,000
	General Fund					
	General Fund					
	General Fund					
	General Fund					
	General Fund					
TOTAL		1,482,352	1,465,494	1,540,387	1,560,537	1,535,951

TREATMENT PLANT FUND	FY 2020		FY 2021		FY 2022		FY 2023	DEFINITIONS
	Actual	Budget	Actual	Budget	Actual as of 12/31/21	Budgeted	Budgeted	
UPDATED 1/31/2022								
INCOME								
Fixed Income								
300-430010 · Anne Arundel Fixed-10.44%	88,798	116,294	110,071	127,060	45,562	120,038	128,409	Billed fixed cost to partner
300-430020 · Calvert County - Fixed - 21.81%	185,505	242,947	229,947	245,354	95,182	250,769	268,258	Billed fixed cost to partner
300-430030 · Chesapeake Beach -Fixed -49.66%	422,384	553,177	523,576	558,657	216,724	570,985	610,806	Billed fixed cost to partner
300-430040 · North Beach - Fixed - 18.09%	153,865	201,509	167,957	203,506	78,948	207,997	222,503	Billed fixed cost to partner
Total Fixed Income	850,552	1,113,927	1,031,552	1,134,577	436,416	1,149,788	1,229,976	
Variable Income								
300-431010 · Anne Arundel - Variable - 12.05%	62,428	68,789	93,257	82,856	22,441	87,843	97,726	Billed variable cost to partner
300-431020 · Calvert County + NB - Variable - 35.99%	287,398	308,731	340,261	266,782	66,997	262,217	291,879	Billed variable cost to partners
300-431030 · Chesapeake Beach - Variable - 51.96%	215,223	227,480	386,069	325,905	96,750	378,663	421,396	Billed variable cost to partner
Total Variable Income	565,049	605,000	819,587	675,543	186,188	728,723	811,000	
Capital & Other Fixed Income								
300-432010 · AA County Capital -10.44%	5,905	0	5,070	30,862	2,610	41,238	70,470	Billed capital costs to partner
300-432020 · Calvert County - Capital -21.81%	12,335	0	10,591	59,453	5,452	86,150	147,218	Billed capital costs to partner
300-432030 · Ches Beach - Capital -49.66%	28,087	0	120,316	135,372	12,415	196,156	335,205	Billed capital costs to partner
300-432040 · North Beach - Capital - 18.09%	10,231	0	8,785	49,313	4,523	71,456	122,108	Billed capital costs to partner
Total Capital & Other Fixed Income	56,558	0	144,762	275,000	25,000	395,000	675,000	
Total Revenue	1,472,160	1,718,927	1,995,901	2,085,120	647,604	2,273,511	2,715,976	

TREATMENT PLANT FUND	FY 2020		FY 2021		FY 2022		FY 2023	DEFINITIONS
	Actual	Budget	Actual	Budget	Actual as of 12/31/21	Budgeted	Budgeted	
UPDATED 1/31/2022								
Expense								
Fixed Costs								
300-6975-601000 · Salaries and Wages	427,821	464,252	444,795	483,418	203,721	488,252	513,000	Salaires for Treatment Plant staff
300-6975-610500 · Plant Benefits	255,227	260,846	201,053	285,692	118,920	299,977	311,976	FICA, retirement, life & health insurance, FSA
300-6975-621000 · Administration - TCB	21,462	22,829	21,045	24,815	10,205	25,559	38,000	Allocation TH staff benefits and salaries for TP work
300-6975-621401 · Engineering & Professional Fees	5,148	6,000	27,810	25,000	5,383	30,000	30,000	Legal council and professional consulting
300-6975-621500 · Safety	9,965	10,000	14,570	20,000	2,774	10,000	13,000	Supplies and equipment for building and operational safety
300-6975-622000 · Telephone	2,515	6,000	2,504	6,000	1,195	6,000	6,000	Mobile phones for TP staff
300-6975-623000 · Lab Analysis & Supplies	54,261	54,270	57,105	70,000	18,096	70,000	73,000	Supplies & equipments needed for proper lab analysis
300-6975-626000 · Equipment Repair & Maintenance	58,640	58,650	68,684	70,000	29,358	70,000	80,000	Supplies, tools, and maintenance requirements for TP
300-6975-628000 · Equipment Purchases	60,890	65,000	68,351	75,000	15,807	75,000	80,000	Parts, supplies, and tools for general TP operation
300-6975-628500 · Office Expenses			22,201	25,000	14,860	25,000	30,000	General TP office supplies for TP Staff
300-6975-780000 · Insurance - Plant	45,139	45,140	44,833	49,652	49,913	50,000	55,000	Property insurance and general liability
Total Fixed Costs	941,068	992,987	972,951	1,134,577	470,232	1,149,788	1,229,976	
Variable Costs								
300-6975-684601 · Chemicals	106,983	107,000	160,473	150,000	82,647	150,000	315,000	Chemicals necessary for TP functionality and maintenance
300-6975-684701 · Landfill Tipping Fees	173,684	173,684	215,152	225,543	80,362	228,723	246,000	Removal of Sludge
300-6975-687501 · Utilities	320,255	320,256	324,320	300,000	91,895	350,000	250,000	Electricity, internet, water, etc
Total Variable Costs	600,922	600,940	699,946	675,543	254,904	728,723	811,000	
Other Fixed Costs								
300-6975-801000 · Capital Projects	54,399	125,000	149,080	275,000	25,000	395,000	675,000	Parts and inventory for TP Capital Projects
Total Other Fixed Costs	54,399	125,000	149,080	275,000	25,000	395,000	675,000	
Total Expense	1,596,389	1,718,927	1,821,977	2,085,120	750,136	2,273,511	2,715,976	
Surplus / Deficit	(124,229)	0	173,924	0	(102,532)	0	0	

TREATMENT PLANT FUND	FY 2020		FY 2021		FY 2022		FY 2023	DEFINITIONS
	Actual	Budget	Actual	Budget	Actual as of 12/31/21	Budgeted	Budgeted	

UPDATED 1/31/2022

Capital Expenditures

Capital Expenditures		
Filter covers and installation		\$ 350,000
Pump		\$ 25,000
Security Upgrade		\$ 20,000
FY22 Capital Expenditures		\$ 395,000

Capital Expenditures		
Plant Wet Well Design		\$ 100,000
Filters enclosed & Algea Control		\$ 500,000
Build inventory spare parts		\$ 25,000
Repair NH3 Probes system		\$ 20,000
Spare Influent Pump		\$ 30,000
FY23 Capital Expenditures		\$ 675,000

Town of Chesapeake Beach - 5 Year Capital Improvement Project List

<u>Project Description</u>	<u>Fund Type</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Clean SPT tank	Treatment Plant				20,000	
Replac #2 Filter 10" Valve and Soleinoid control	Treatment Plant		15,000			
Security Upgrade at Plant	Treatment Plant					
Plant Wet Well Design, full design blue prints, cost projections, grants	Treatment Plant	100,000		RFP		
Install 4" flow meter in SPT decant pipe and program to computer	Treatment Plant			10,000		
Filters Enclosed and Algea control (grant submitted)	Treatment Plant	500,000	250,000			
Add a new control to the SPT return pumps to control flow back into the plant and install Decant Flow Meter in SPT pipe vault.	Treatment Plant		40,000			
Replace Old Siemens Influent and SPT Control System with A & B	Treatment Plant		80,000			
Design safety catwalk system in plant wet well	Treatment Plant					
AACO Old Pipe Removed	Treatment Plant					
Repair Basin Mixers and Clean Basins	Treatment Plant				60,000	
Build inventory spare parts for all equipment each year	Treatment Plant	25,000				25,000
Purchase Storage shed Door	Treatment Plant					
Replace Mechanical seals or switch to packing Press Sludge Pumps	Treatment Plant		20,000			
Rotork Sluice Gate Valve Repaired	Treatment Plant		20,000			
Inprove existing Bar screen and by-pass bar screen	Treatment Plant					
Install ladder system in SPT tank for entry	Treatment Plant					
Filters media assessed for replacement	Treatment Plant		10,000			
Filter Media replaced	Treatment Plant				RFP	
Truck for plant use	Treatment Plant					
Replace 3 Return Activated Sludge Pumps and VFD's if needed	Treatment Plant		100,000			
Repair NH3 Probes system in Basins	Treatment Plant	20,000				
Install third VFD on blower for aeration basins	Treatment Plant				250,000	
Repair Concrete on Press overhang	Treatment Plant					
Add a sludge thickener process to digesters to cut costs by half of Solids and handling process.	Treatment Plant			350,000		
UV Upgrade	Treatment Plant					
Spare Influent Pump	Treatment Plant	30,000				
Repair air mixers SPT						20,000
Treatment Plant Total		675,000	525,000	350,000	330,000	45,000

MITIGATION FUND		FY 2020		FY 2021		FY 2022		FY 2023
		Actual	Budget	Actual	Budget	Actual as of 12/31/21	Budgeted	Budgeted
UPDATED 1/28/2022								
Income								
	200-410145 · Interest Income	1,366	1,000	92	1,000	15	125	50
	200-430135 · Prior Year Reserves	0	81,067	0	88,435	0	91,769	91,802
	200-435100 · Critical Area Grant	0	1,900	0	1,900	0	1,900	2,000
Total Income		1,909	83,967	92	91,335	15	93,794	93,852
Expense								
	200-6400-632800 · Bank Service Charges	20	250	20	250	40	125	125
	200-6400-634300 - Miscellaneous Plantings							17,800
Total Expense		20	250	20	250	40	125	17,925
Net Income		1,889	83,717	72	91,085	(25)	93,669	75,927
Prior Year Mitigation Fund Balance		89,833		91,722		91,794		
Mitigation Fund Balance		91,722		91,794		91,769		