



Due to COVID-19 social distancing requirements the January Town Council meeting will be conducted virtually with public participation available.

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**. Public comment will be accepted by phone or computer audio during the public comment portion of the meeting or in writing via email to the Town Clerk, at [shumm@chesapeakebeachmd.gov](mailto:shumm@chesapeakebeachmd.gov) by 4:30 PM on January 20. Participants will be muted upon entering the meeting and are asked to remain muted until the public comment period of the meeting.

## **TOWN MEETING AGENDA FEBRUARY 17, 2022**

- I. Call to order and roll call.
- II. Pledge of Allegiance.
- III. Approval of the agenda.
- IV. Public Comment on any item on the agenda: Public comment will be accepted by dialing (301) 715-8592 and enter **Meeting ID 869 755 7180**.
- V. Approval of the minutes of the January 20, 2022 Public Hearing.  
  
Approval of the minutes of the January 20, 2022 Town Council Meeting.  
  
Approval of the minutes of the February 8, 2022 Informational Work Session.  
  
Approval of the minutes of the February 8, 2022 Closed Session.
- VI. **Petitions and Communications**
  - A. Greg Kernan – Candidate for the Ethics Commission
  - B. Special Presentation – State of the Town



- C. Town Administrator's Report
- D. Public Works Administrators Report
- E. Water Reclamation Treatment Plant Report
- F. Code Enforcement Report
- G. Town Treasurer's Report
- H. Town Engineer's Report
- I. Deputy's Report
- J. North Beach Volunteer Fire Department
- K. Mayor's Report

**VII. Resolutions & Ordinances**

- A. Introduce Ordinance O-22-1, an ordinance of the Town Council of Chesapeake Beach, Maryland adopting the annual budget for the General Fund of the Town of Chesapeake Beach for the fiscal year July 1, 2022 to June 30, 2023 and setting municipal tax rates. **Set public hearing.**
- B. Introduce Ordinance O-22-2, an ordinance of the Town Council of Chesapeake Beach, Maryland, adopting the annual budget for the Water Reclamation Treatment Plant Fund of the Town of Chesapeake Beach for the fiscal year July 1, 2022 to June 30, 2023. **Set public hearing.**
- C. Introduce Ordinance O-22-3, an ordinance of the Town Council of Chesapeake Beach, Maryland, adopting the annual budget for the Mitigation Fund of the Town of Chesapeake Beach for the fiscal year July 1, 2022 to June 30, 2023. **Set public hearing.**



- D. Introduce Ordinance O-22-4, an ordinance of the Town Council of Chesapeake Beach, Maryland, for the adoption of the Town of Chesapeake Beach Comprehensive Plan for Land Use Issues. **Set public hearing.**

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

- A. Planning & Zoning Commission – Larry Brown
- B. Board of Appeals – No hearing held.
- C. Chesapeake Beach Oyster Cultivation Society – John Bacon
- D. Climate Change Advisory Group – Larry Jaworski
- E. Economic Development Committee – Larry Jaworski
- F. Green Team – Valerie Beaudin
- G. Kellam’s Revitalization Committee – Greg Morris
- H. Twin Beaches Opioid Abuse Awareness Coalition – Keith Pardieck
- I. Walkable Community Advisory Group – Charles Fink

**IX. Unfinished Business**

**X. New Business**

1. Town Council to confirm the reappointment of Ingrid Lamb to the Ethics Commission for a one (1) year term beginning March 15, 2022.
2. Town Council to consider the reappointment of Peter Feuerle to the Ethics Commission for a three (3) year term beginning March 15, 2022.
3. Town Council to consider the appointment of Greg Kernan to the Ethics Commission for a five (5) year term beginning March 15, 2022.



4. Town Council to consider awarding a contract to Chapman Services, Inc in the amount of \$13,080 and Wires Inc in the amount of \$2,200; totaling \$15,280 to complete the necessary work to install the HVAC system in the Water Park Grille. These costs will come from the FY22 Water Park budget.

5. Town Council to consider awarding a contract to Pepsi for beverage services at the Chesapeake Beach Water Park for a (3) three-year term.

**XI. Public Comment**

**XII. Council Lightning Round**

**XIII. Adjournment**



**PUBLIC HEARING MINUTES**  
**January 20, 2022**

- I. Patrick J. Mahoney, Mayor, called the public hearing to order at 6:45 p.m. In attendance were Dr. Valerie L. Beaudin, L. Charles Fink, Margaret P. Hartman, Lawrence P. Jaworski, Gregory J. Morris, and Keith L. Pardieck, Council Members, Holly K. Wahl, Town Administrator, Sharon L. Humm, Town Clerk, Dale Clark, Town Treasurer, Todd Pounds, Town Attorney, James Berry, Public Works Manager, Connie O'Dell, Code Enforcement Officer, Wayne Newton, Acting Town Engineer, Jon Castro, WRTP Manager, and Lt. Hollinger.

The Mayor opened the public hearing and read into the record Ordinance O-21-7.

Ordinance O-21-7, an ordinance of the Town Council of Chesapeake Beach, Maryland, to expand the Admission and Amusement Tax for the Town of Chesapeake Beach to include sports betting for Class A1, Class A2, Class B1, and Class B2 licenses.

The Mayor called for public comment. Public comment was received by:

1. Josh Johnson 3814 26<sup>th</sup> Street Chesapeake Beach MD who spoke in opposition of this ordinance.
2. Mary Lanham of 12760 Lena Court Dunkirk, MD who spoke in opposition of this ordinance.
3. John Bacon of 8717 C Street Chesapeake Beach MD who spoke in support of this ordinance.

There being no further comments, the hearing was adjourned at 6:54 p.m. by the Mayor.

Submitted by,

Sharon L. Humm  
Town Clerk

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

**(410) 257-2230      (301) 855-8398**



**MINUTES OF THE  
TOWN COUNCIL MEETING  
JANUARY 20, 2022**

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

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

**III. Approve the Agenda.**

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

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

**V. Approval of the minutes of the December 16, 2021 Town Council Meeting.**

**MOTION:** Councilman Pardieck moved to approve the minutes of the December 16, 2021 Town Council Meeting. Seconded by Councilman Jaworski, all in favor.

**Approval of the minutes of the January 11, 2022 Town Council Work Session.**

**MOTION:** Councilman Jaworski moved to approve the minutes of the January 11, 2022 Town Council work session. Seconded by Councilwoman Hartman, all in favor.

**VI. Petitions and Communications –**

**A. Town Administrator's Report** – Mrs. Wahl submitted the attached written report. Mrs. Wahl reported a revised hearing document has been posted on the Town website under the Planning & Zoning webpage for viewing. Mrs. Wahl updated the Council on the Highlands public sewer hearing and answered questions on the dredging rehabilitation project.

**B. Public Works Report** – Mr. Berry submitted the attached written report and was present to address questions from the Council. The Council thanked Mr. Berry and his crew for an outstanding job on the snow removal and applauded Mr. Berry for staying on top of purchasing and keeping on hand spare parts as he sees the need.

**C. Water Reclamation Treatment Plant Report** – Mr. Castro submitted the attached written

report and was present to address Council. Councilman Jaworski congratulated the WRTP crew for another month of no SSO spills and Councilman Fink is looking forward, if time will permit, a tour of the Plant.

- D. Code Enforcement Report** – Mrs. O'Dell submitted the attached written report and was present to address the Council. Mrs. O'Dell briefed the Council on the property at 3907 16<sup>th</sup> Street.
- E. Town Treasurer's Report** – Mr. Clark submitted the attached written report and was available to address Council. Mr. Clark spoke briefly on the American Rescue Plan.
- F. Town Engineer Report** – Mr. Newton submitted the attached written report and gave an update to the Council on several report items.
- G. Deputy's Report** – Lieutenant Hollinger submitted the attached written report and was present to address the Council.
- H. North Beach Volunteer Fire Department** – The attached written report was submitted. Councilman Jaworski announced the Sportsman Bash will be held Saturday, March 12<sup>th</sup>.
- I. Mayor' Report** – The Mayor wanted to express best wishes for a happy and healthy new year, commenting, we are in a better place this year than last year. The Mayor reported he will be presenting the State of the Town at the February Town Council meeting. The Mayor thanked the Council, Town Administrator, and Town staff on their efforts in working with the State of Maryland and Calvert County developing a relationship that has resulted in millions of dollars in grants for Chesapeake Beach. He wished Councilwoman Beaudin an early happy birthday and a happy Valentine's Day to all.

#### **VII. Resolutions & Ordinances:**

- A.** Vote on Ordinance O-21-7, an ordinance of the Town Council of Chesapeake Beach, Maryland, to expand the Admission and Amusement Tax for the Town of Chesapeake Beach to include sports betting for Class A1, Class A2, Class B1, and Class B2 Licenses.

**MOTION:** Councilwoman Beaudin moved to approve Ordinance O-21-7.  
Seconded by Councilwoman Hartman. Ayes, Councilwoman Beaudin,  
Councilwoman Hartman, Councilmen Fink, Jaworski, and Pardieck. Opposed,  
Councilman Morris. **Motion Passes.**

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

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

- C. Chesapeake Beach Oyster Cultivation Society** – Mr. Bacon submitted, and was present, to give the attached written report.
- D. Climate Change Advisory Committee** – Councilman Jaworski reported the Flood and Sea Level Rise work group is moving forward with the flood resilience plan and the group is close to finalizing the membership of the steering committee. Mr. Jakubiak is preparing a work plan for the overall effort and the first steps are anticipated to be completed by March 1<sup>st</sup>.
- E. Economic Development Committee** – Councilman Jaworski reported he and Co-Chair Greg Morris are working on a plan to revitalize the Economic Development Committee, focusing on working closely with the local businesses to identify what the Town can do to better support the local businesses, stating first steps have begun on this effort. Also, Mr. Jaworski welcomes the new Calvert County Director of Economic Development, Ms. Julie Oberg, and looks forward to working with her. Co-Chair Morris added the committee will be looking at public safety as part of economic development, encouraging both residents, and businesses, to continue with safe and healthy practices.
- F. Green Team Committee** – Councilwoman Beaudin reminded everyone that on March 5<sup>th</sup> at 10 am Sam Droege will be speaking on “Saving Native Bees” at the Northeast Community Center, and everyone is welcome. The Team did a removal of ivy and vines at the Bayfront Park and will be planning another removal event, weather permitting. The next Green Team meeting is set for January 27<sup>th</sup>, 6:30 pm at Town Hall.
- G. Kellam’s Revitalization Committee** – Councilman Morris reported Messick & Associates is working on Phase I Master Plan which includes some flood resiliency planning and Co-Chair Fink added he was pleased to hear residents are taking advantage of using the open space and welcomes any feedback as the committee moves forward.
- H. Twin Beaches Opioid Abuse Awareness Coalition** – Councilman Pardieck reported a meeting was held January 4<sup>th</sup> with the main topic discussion being the Health and Wellness Fair which is planned for May 14<sup>th</sup>. A 5K walk run event will also be held that day. He announced Calvert County Health Department will be sponsoring several events in the coming months.
- I. Walkable Community Advisory Group** – Councilman Fink wanted to thank Councilman Pardieck for providing the Walkable group the opportunity to participate in the Health & Wellness Fair. Councilman Fink touched on current projects the group is working on. The Group’s next meeting is set for January 24<sup>th</sup>, via zoom, and encouraged and welcomed anyone interested to attend.

**IX. Unfinished Business:** None.



**X. New Business:**

1. Council to consider the re-appointment of Ingrid Lamb to the Ethics Commission.

**MOTION:** Councilwoman Beaudin moved to approve the re-appointment of Ingrid Lamb to the Ethics Commission. Seconded by Councilman Fink, all in favor.

2. Town Council to consider canceling the August 2022 Town Council meeting for summer break.

**MOTION:** Councilman Fink moved to approve canceling the August 2022 Town Council meeting for summer break. Seconded by Councilwoman Hartman, Ayes, Councilwoman Hartman, Councilmen Fink, Jaworski, and Pardieck. Opposed, Councilwoman Beaudin and Councilman Morris. **Motion Passes.**

3. Town Council to consider moving the June 16<sup>th</sup> Town Meeting to June 9<sup>th</sup> due to a conflict with the Maryland Municipal League Conference.

**MOTION:** Councilman Jaworski moved to approve moving the June 16<sup>th</sup> Town meeting to June 9<sup>th</sup> due to conflict. Seconded by Councilman Pardieck, all in favor.

4. Town Council to consider authorizing a change order in the amount of \$15,000 to K&K Painting to complete interior wet area clean out of the Richfield Station water tower and authorizing the Town Administrator to approve interior patching in the amount not to exceed \$40,000.

**MOTION:** Councilwoman Hartman moved to approve authorizing a change order in the amount of \$15,000 not to exceed \$40,000 to K&K Painting. Seconded by Councilman Jaworski, all in favor.

5. Town Council to consider authorizing an expenditure for snow and ice removal in the amount of \$11,602.50 to Windmill Farms.

**MOTION:** Councilwoman Beaudin moved to approve an expenditure for snow and ice removal in the amount of \$11,602.50 to Windmill Farms. Seconded by Councilwoman Hartman, all in favor.

**XI. Public comment was received by:**

1. Miriam Pollard 7750 C Street thanked the Council for their efforts regarding the sports betting.

**XII. Council Lightning Round:**

1. Ms. Hartman commented it was a great meeting and hopes 2022 will bring back, in-person meetings again.
2. Mr. Pardieck wished everyone the best for 2022 and welcomed any ideas that anyone might have on what they would like to see at the Health and Wellness Fair.
3. Mr. Morris had serious concerns in regard to the median strip on Route 260 adjacent to the Octagon entrance. This is a problematic area, and he requests the Town keep this on the radar and speak with the State Highway Administration to discuss how to make this section safer.
4. Mr. Jaworski thanked all those that stayed on the call until the end of the meeting.
5. Mr. Fink expressed his appreciation to Councilman Pardieck and his group for all the great work they are doing with awareness on the opioid abuse crisis.
6. Dr. Beaudin echoed Mr. Fink's comments on the Opioid Group and looks forward to working with everyone in 2022.

**XIII. Adjournment**

There being no further comments, the meeting adjourned at 8:48 pm on a motion by Councilman Jaworski. Seconded by Councilwoman Beaudin, all in favor.

Submitted by,



Sharon L. Humm,  
Town Clerk



**MINUTES OF THE  
TOWN COUNCIL INFORMATIONAL  
WORK SESSION  
FEBRUARY 8, 2022**

- I.** Patrick J. Mahoney, Mayor, called the meeting to order at 6:00 p.m. In attendance were Dr. Valerie Beaudin, L. Charles Fink, Margaret P. Hartman, Lawrence P. Jaworski, Gregory J. Morris, and Keith L. Pardieck, Council Members, Holly K. Wahl, Town Administrator, Sharon L. Humm, Town Clerk, Dale Clark, Town Treasurer, Todd Pounds, Town Attorney, James Berry, Public Works Manager, and Jon Castro, WRTP Manager.
- II.** **Pledge of Allegiance** – The Mayor led the Pledge of Allegiance.
- III.** **Informational Discussion on the following items:**
1. Comprehensive Plan Overview – Town Planner Chris Jakubiak was present to review for the Town Council the Planning Commission’s recommended Comprehensive Plan. Mr. Jakubiak first updated the Council on where we are in the process and then gave a summary on each of the chapters in the Plan, highlighting the Commission’s recommendations in each. Mr. Jakubiak received the Council’s comments and addressed their questions.
  2. Water Park HVAC unit – Mrs. Wahl stated the Water Park needs an additional cooling system for the Beachcomber Grille. The existing unit would remain, and two (2) mini split ductless systems would be installed. Three (3) proposals were presented to Council and the staff is recommending a contract to Chapman Services in the amount of \$13,080, and a contract to Wires, Inc. for all electrical work in the amount of \$2,200 for a grand total of \$15,280. These costs would come from the FY22 Water Park budget.
  3. Water Park beverage vendor – Mrs. Wahl presented to the Council two (2) proposals, Pepsi, and Coca-Cola, for beverage services for the Water Park. The Town has in past seasons contracted with Pepsi for these services. With the longstanding relationship, familiarity with the Park, and the sign on bonus provided to the Park for executing a three (3) year agreement, the Town will be recommending Pepsi as its beverage vendor. Total costs for annual services total approximately \$16,500 and will come from the Water Park budget.
  4. Staff to present FY23 General Fund Budget – The Town Treasurer presented the FY23 General Fund budget. Mr. Clark noted under Revenue, that the projected figure for FY23 for Admission and Amusement tax does reflect sports betting, and a new line item, Federal Grants, which represents the expected second payment from the ARP funds has been added. Mr. Clark noted under Expenses, a new line item, ARP Grant, was added to offset the expected revenue. A note of good news, the General Fund is now debt free. Mr. Clark and Mrs. Wahl addressed questions and concerns from the Council. Mr. Clark explained to the Council about two (2) new line items that Council suggested, Climate Change Reserve Fund and Pedestrian Access & Safety. These line

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items are not included in the presented material, but if the Council would want to move forward with these, they can be added.

5. Closed Session – Councilwoman Beaudin moved to close the work session at 8:49 p.m. to go into closed 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”. Seconded by Councilman Jaworski, all in favor.

The Mayor re-opened the work session at 9:08 pm.

All members that voted in favor to go into a closed session were present the entire closed session to discuss employee salaries.

The Schedule of Fees was presented. Mrs. Wahl gave an overview of the rates and explained several increases. She addressed concerns from the Council. Councilwoman Beaudin would like, if possible, the ramp fee for Town residents be dropped from \$7.50 to \$5.

6. Staff to present FY23 Water Reclamation Treatment Plant Budget – Mr. Clark gave a quick overview of the FY23 WRTP budget to the Council. Mr. Clark noted a significant increase in the chemicals line item. The partners will have until May 15<sup>th</sup> to review and present any questions. Under Capital Expenditures, Councilman Jaworski suggested a line item for solar panels.
7. Staff to present FY23 Mitigation Fund Budget – Mr. Clark presented the Mitigation Fund noting that a new line item, Miscellaneous Plantings, was added. The Council would be interested in discussing further, projects that could benefit from these funds.

#### **IV. Council Lightning Round –**

1. Ms. Hartman commented she enjoyed the discussion on the Comprehensive Plan and budgets and appreciated the clear answers on questions asked.
2. Mr. Pardieck stated excellent job in preparing the budgets. He announced the Opioid Awareness committee will meet on Thursday February 10<sup>th</sup> continuing its discussion on the Health and Wellness Fair.
3. Mr. Morris looks forward to moving the Comprehensive Plan forward but also all the good work that lays ahead of it. Good discussion tonight.



4. Mr. Jaworski thanked everyone for hanging in until the end, as the meeting has lasted 3 1/2 hours. He thanked Mr. Jakubiak, Planning & Zoning Chairman Brown, and the Commission members for all the work done on the Comprehensive Plan.
5. Mr. Fink stated great work on the budgets. Vast knowledge and experience provided during these budget sessions, seems to make each year easier.
6. Dr. Beaudin commented how great it was for the General Fund to be debt free! She looks forward to the Comprehensive Plan progressing and stated great job on the budgets.

V. **Adjournment:**

The meeting adjourned at 9:32 p.m. on a motion by Councilman Jaworski. Seconded by Councilwoman Hartman, all in favor.

Submitted by,

Sharon L. Humm  
Town Clerk

# **GREGORY ALAN KERNAN**

**7324 WOODSHIRE DRIVE  
CHESAPEAKE BEACH, MD 20732**

[REDACTED]  
[REDACTED]

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**Objective:** To secure an executive level management position that will allow me to use my finely-tuned, experience-tested set of professional skills and personal attributes to further the mission and raise the bar of service excellence in the workplace and the community where I will serve.

## **QUALIFICATION HIGHLIGHTS**

- Thirty-eight years' experience managing large work forces; production oriented.
- Enjoys challenges and seeks them out; always begins with the toughest problems.
- Sharp and innovative; proven ability to adapt to change.
- Skilled in managing difficult employees and motivating them to become more productive.
- Excellent communications and interpersonal skills; effective negotiator and mediator.

## **EXPERIENCE**

**2013 to 2014:**

**Division Chief – Natural and Historical Resources Division**

*The Maryland-National Capital Park and Planning Commission (M-NCPPC)*

*Prince Georges County, MD*

**2010 to 2013:**

**Division Chief – Maintenance and Development Division**

*The Maryland-National Capital Park and Planning Commission (M-NCPPC)*

*Prince Georges County, MD*

- ❑ Management and direction of County-wide facilities maintenance division facilitating the ongoing performance of all park and recreation properties and programs.
- ❑ Preparation and oversight of \$26M budget for park and facilities management.
- ❑ Successfully negotiated a new *Collective Bargaining Agreement* as a Representative on the Union Contract Negotiating Team.
- ❑ Lead a collaborative team of professionals in preparing the *2040 Master Plan* for park and facilities maintenance.
- ❑ Management and direction of an organization of 190 employees, to include, six managers and thirteen supervisors; hired, trained, evaluated, approved promotions, and settled employee disputes.
- ❑ Represented the Division before the County Planning Board in presenting budget requests and major capital expenditures for approval; provided training support to outside agencies; and coordinated with other departments to provide services.

GREGORY ALAN KERNAN  
*Personal Resume*

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**1990 to 2010:**

**Assistant Chief – Horticulture & Forestry**

**Assistant Chief – Buildings & Structures**

*The Maryland-National Capital Park and Planning Commission (M-NCPPC)  
Prince Georges County, MD*

- ❑ Managed and provided administrative direction to a multi-complement program of parks maintenance, development, horticulture, forestry and pest management.
- ❑ Planned, directed, tracked, and managed a \$15.5 million operating budget and a large capital budget; approved requisitions and purchase orders, prepared requests for contract proposals, reviewed and evaluated contractor proposals, recommended contractors, and acted as contract monitor for major projects.
- ❑ Supervised an organization of 185 employees, to include, three managers and thirteen supervisors; hired, trained, evaluated, approved promotions, and settled employee disputes.
- ❑ Made contact with individuals and small businesses for services, wage negotiations, benefits, hours and other terms.
- ❑ Prepared and reviewed detailed architectural plans for projects to be carried out by contractors and M-NCPPC personnel and approved design changes.
- ❑ Supervised and managed a fleet, to include vehicle purchases, often exceeding \$100,000 in cost, negotiating pricing and warranty terms.
- ❑ Represented the Division before the County Planning Board in presenting budget requests and major capital expenditures for approval; provided training support to outside agencies; and coordinated with other departments in providing services to them.
- ❑ Completed planning for a major water extension project totaling approximately \$5,000,000 in approved capital expenditures, and a \$700,000 construction contract for new M-NCPPC facilities.

**1988 to 1990:**

**Horticultural Manager**

*The Maryland-National Capital Park and Planning Commission (M-NCPPC)  
Prince Georges County, MD*

- ❑ Managed and supervised 38 landscape horticulture employees who performed plantings, operated an 85-acre nursery, and provided landscaping services across the County.
- ❑ Prepared and managed an annual budget of \$1.5 million.
- ❑ Scheduled overall work programs and was responsible for personnel management, to include, interviewing, hiring, training and discipline.
- ❑ Provided technical advice to other managers.

GREGORY ALAN KERNAN

*Personal Resume*

Page 3 of 3

**1985 to 1988:**

**Horticulturist II, III**

*The Maryland-National Capital Park and Planning Commission (M-NCPPC)  
Prince Georges County, MD*

- ❑ Served as advisory consultant to regional park managers in support of landscape crews.
- ❑ Organized, supervised and scheduled, volunteers and staff for planting 1,000 trees annually; performed flowerbed design and layout.
- ❑ Managed a County tree nursery, using a computerized inventory system.
- ❑ Handled all personnel matters for a division of 60 employees, to include, hiring, promotions, expenses and terminations.
- ❑ Prepared and managed an annual operating budget of \$2.4 million; and purchased trucks, automobiles, mowers, and specialized heavy equipment.

**EDUCATION**

**Bachelor of Science, 1976**

**Delaware Valley College of Science and Agriculture – Doylestown, PA**

**Executive Development Program**

**Indiana University – Bloomington, Indiana**

**Current Volunteer Efforts**

President – Calvert Hospice

Board Member – Ann Marie Garden

Board Member – Calvert Parks & Recreation

Board Member – Calvert County Planning Commission

**AFFILIATIONS & CERTIFICATIONS**

Maryland Recreation and Parks Association

Certified Tree Expert – Certificate No. 008

Certified Pesticides Applicator – Maryland Permit No. 211

International Facility Managers' Association

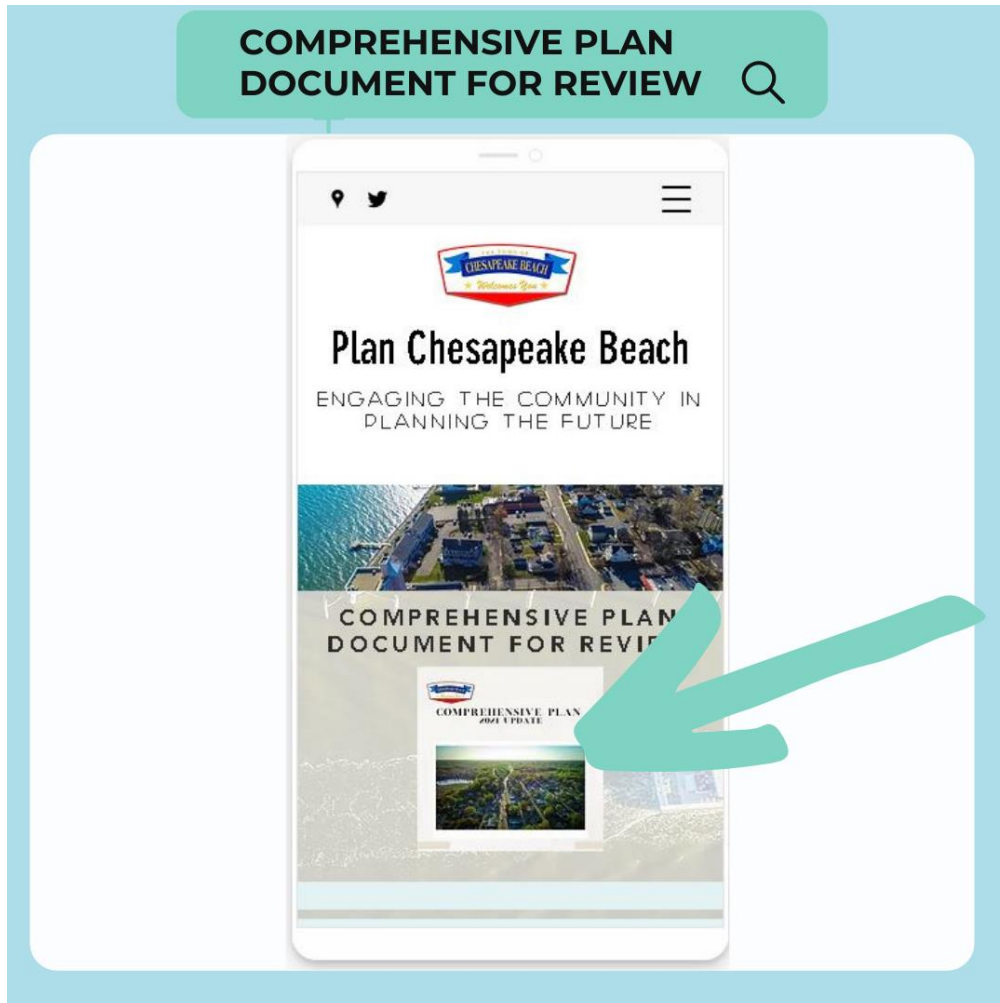




## Town Administrators Report – February 2022

### I. PLAN CHESAPEAKE BEACH:

Looking for information related to the Comprehensive Plan and planning process? All information is available on the Comprehensive Plans dedicated website at [planchesapeakebeachmd.gov](http://planchesapeakebeachmd.gov)



### II. FEDERAL DREDGE PREPARATION:

Army Corp of Engineers Update: The Army Corp of Engineers plans to put the project out to bid in February of 2022, and award the project in the spring with work expected to be completed by August. The work will include the jetty wall and dredging. To view the scope of work please click [here](#).



## Town Administrators Report – February 2022

### III. HIGHLANDS SPECIAL TAX DISTRICT:

**Highlands Public Sewer Connectivity Hearing:** The Board of County Commissioners of Calvert County held a public hearing on Tuesday, December 14, 2021 at 7:00 p.m. at the Northeast Community Center, 4075 Gordon Stinnett Avenue, Chesapeake Beach, Maryland 20732, for the purpose of receiving testimony from the public on the Petition of Highlands Homeowners Association, Inc. (HHOA) to establish a new Special Taxing District beginning Fiscal Year 2023. The County Department of Public Works is preparing answers to questions from the public during the meeting and will provide the questions, answers and meeting minutes to the Town once completed. This information will be posted by the Town on the Town website when received by the County.

### IV. TOWN ASSETS:

- **Bayfront Park:** Bayfront park remains closed to the general public. The Park is open to Town guests, NBVFD, Twin Beach Deputies and guests that are accompanying them. The Town reminds citizens to adhere to the signage restricting access to the cliff areas. To view the full public safety announcement click [here](#).
- **Kellam's Field:** Please check the Town's [website](#) for schedule updates. The Town is planning upgrades to the gate and fencing structure at the Field.
- **Camera Upgrades:** The Town continues to add cameras along the railway trail and other recreational areas. These cameras are hardwired and replace the solar powered cameras that were unreliable.

### V. EVENTS:

**Health Fair May 14th:** Town staff is coordinating with the Twin Beaches Opioid Abuse Awareness Coalition to hold a Spring Health Fair. This is an exciting event that will be held in partnership with the Town of North Beach, Calvert Health and the Calvert County Health Department. This event will provide an all-encompassing health and wellness fair with opportunities for safe community gathering at the center of Town.

**Easter Eggstravaganza:** Town staff has started planning upcoming Easter festivities. Stay tuned for more information on a safe and fun event for the entire family in the center of the Town.

**NBVFD:** Town staff is working staff at the NBVFD to further partner on upcoming Town events for the community. More information to come!



## Town Administrators Report – February 2022

### VI. GRANTS:

Calvert County Government approved Town of Chesapeake Beach projects totaling \$150,000. The projects are set to be before the Maryland Board of Public Works on February 16<sup>th</sup> with the “Recommendation: Approval to commit \$850,000 for the following development projects in Calvert County to include the following (3) three projects from the Town.

#### **2. Kellam’s Complex and Railway Trail – Northern Access Point – \$70,000**

Town of Chesapeake Beach  
LPPI# LPPI-4-2

**Background:** Create an access point at the northern portion of the railway trail entrance area to provide improved connections to the town’s center and Kellam’s recreational complex. Improvements will include removing overgrown vegetation and replacing with native plantings, formalizing the walkway by installing permeable pavers and hardscaping, adding lighting, and providing associated amenities.

**Fund Source:** Maryland Consolidated Capital Bond Loan 2021, Chapter 63, Acts of 2021  
Local Parks and Playgrounds Infrastructure  
Source Code: 21523 \$70,000.00

#### **3. 29<sup>th</sup> Street Overlook Park – \$30,000**

Town of Chesapeake Beach  
LPPI# LPPI-4-3

**Background:** Construct a new passive bayfront park. Improvements will include landscaping and hardscaping, lighting, and park amenities.

**Fund Source:** Maryland Consolidated Capital Bond Loan 2021, Chapter 63, Acts of 2021  
Local Parks and Playgrounds Infrastructure  
Source Code: 21523 \$30,000.00

### **2A. LOCAL PARKS AND PLAYGROUNDS INFRASTRUCTURE (cont’d)**

#### **4. B Street Overlook Park – \$50,000**

Town of Chesapeake Beach  
LPPI# LPPI-4-4

**Background:** Construct a new passive bayfront park. Improvements will include landscaping, fencing, lighting, repairing an existing concrete pad, and park amenities.

**Fund Source:** Maryland Consolidated Capital Bond Loan 2021, Chapter 63, Acts of 2021  
Local Parks and Playgrounds Infrastructure  
Source Code: 21523 \$50,000.00

The full Board of Public Works agenda can be viewed [here](#).



**Town Administrators Report – February 2022**

**V. TOWN PERMIT ACTIVITY:**

<b>Permit #</b>	<b>Address:</b>	<b>Improvement:</b>
pending	7900 Old Bayside Rd.	Retaining Wall
pending	8373 Legacy Cir	Fence
2021-152	8373 Legacy Cir	Home Occupation
pending	8216 F St	Remove trees
2022-02	3242 Rector Lookout	After the fact retaining wall
2022-06	7900 Old Bayside Rd.	Retaining Wall
n/a	2472 Woodland Ct	Remove Tree
pending	8358 Autumn Oaks Ct	Re-platting Lots 18 & 19
2022-03	3447 Cox Rd.	After the fact deck
pending	3812 27th St.	Demo existing garage & replace
2022-04	3002 Heritage Dr.	Fence
pending	2944 Heritage Dr.	SFD
pending	2936 Heritage Dr.	SFD
pending	8357 Legacy Circle	5x5 Landing w/stairs
2022-05	7633 C St.	Install patio pavers
pending	7513 H St.	After the fact fence
n/a	7532 H St.	Remove Tree



## Public Works Administrator's Report

To: Mayor & Town Council

From: James Berry

Subject: Public Works Report

Date: February 17, 2022

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Water leak-The yard hydrant inside the Richfield Station wet well has failed, it will remain offline until the tower painting is complete.

Wet wells- We have removed all the fallen trees caused by the heavy snow from our wet wells and water towers. I have upgraded all our mission boxes as they ran off 3-G and that is coming off-line on 2-22-22

Water meter/MXU- We are still changing out MXU's as needed. Meters are still on back order

Flushing- Next scheduled flushing is in March of 2022.

Ball fields – All 6 cameras are now installed and online at the ball fields, bathroom upgrades are complete, along with the roof and gutter repairs. We are currently looking at upgrading the personal gates. Also planning storm drain additions.

Railway Trail – Several branches and small trees fell during the snows and have since been removed from the trail. A friendly reminder to please pick up after your pets.

Water Park – We have the schedule of State and County inspections planned for the upcoming season. We will begin air testing all pool lines in early March to check for leaks.

Surveys/storm drains – I plan to meet a contractor onsite this month to get budget estimate numbers for adding the additional storm drain line needed at the ball field.

The Heritage – I believe this project will be built out this calendar year. There will be several walk throughs and inspections before the turnover to the Town is completed.

Emergency calls – Several trees/branches have come down in the recent wind events. They were damaged in the first snowstorm and high winds were the final straw. We responded three times for downed trees and two water leak calls on the homeowner's side.



To: Mayor & Town Council

From: Jon Castro

Subject: Water Reclamation Plant Report

Date: February 17, 2022

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The Water Reclamation Treatment Plant had implemented new COVID-19 operations and continue following all updated Federal, State, County, and Town's Mayor and Council Guidelines to control the spread of the virus. Update: On January 10, 2022, the WRTP staff went back to two employee crews alternating each week for the work schedule. This was due to the COVID-19 mutation Omicron outbreak. The WRTP will return to a full work schedule on March 1, 2022.

The annual MDE Effluent Biomonitoring and Toxic Chemical Testing for the year 2022 was completed on the week of January 24, 2022. The Effluent Biomonitoring test consists of using the WRTP's Effluent to check the survival rate of different species of fish, crab, and others for a period of 48 hours. The Toxic Chemical Test consists of testing the WRTP Effluent's for over 150 chemicals for concentrations under the allowed parameters. If any of these tests fail, then a process will begin of further testing to find out what caused the failure. The test results will be available in February.

WRTP Maintenance projects for this month's report consisted of scheduled preventive maintenance for the UV banks, plant heaters, bar screens, RAS pumps, methanol pumps, PACL pumps, replaced SMC Flex on #2 filter blower, replaced #2 filter transducer and Transmitter, replaced all hosing on 24-hour effluent sampler, upgraded Mission Scada to 4G at the plant.

The Shellfish Protection Tank was utilized two times during this reporting period. This occurred on 1-17-2022 and 2-4-2022 for heavy flows during rainstorms.

The WRTP had one alarm call for this month's report. The alarm was for a high level in a Filter due to a mechanical failure in a Transmitter.

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

The WRTP had no SSO spills or Filter Diversions to report for this month's meeting.

#### **Future Projects:**

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



### Code Enforcement Case Detail Report

#### Report Criteria:

Status	Priority	Violation Status	Assigned To	Violation	Property Type	CDBG Eligibility	Open Date Range	Follow up Date Range	Close Date Range	Initiation Type
All Closed	All	All	All	All	All	All	From To	From To	From 01/13/2022 To 02/09/2022	

#### Report Details

Case#	<a href="#">eFM Case#</a>	<a href="#">Status</a>	<a href="#">Violation(s)</a>	<a href="#">Priority</a>	<a href="#">Street Number</a>	<a href="#">Street Direction</a>	<a href="#">Street Name</a>	<a href="#">Street Type</a>	<a href="#">Unit</a>	<a href="#">Zip</a>	<a href="#">APN</a>	<a href="#">Initiation</a>	<a href="#">Open Date</a>	<a href="#">Follow Up Date</a>	<a href="#">Assigned To</a>
CE22-1		Closed: Voluntary Compliance	Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris - Closed Sanitary Maintenance - Closed	Medium	3559		COX	Rd		20732	0503047156	Self-Initiated	01/06/2022	01/27/2022	O'Dell, Connie
CE21-89		Closed: Voluntary Compliance	Prohibited Parking - Closed	Medium			Sansbury Dr			20732		Complaint	12/20/2021	01/21/2022	O'Dell, Connie

Number of Cases: 2



## Code Enforcement Case Detail Report

### Report Criteria:

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

### Report Details

Case#	<a href="#">eFM Case#</a>	<a href="#">Status</a>	<a href="#">Violation(s)</a>	<a href="#">Priority</a>	<a href="#">Street Number</a>	<a href="#">Street Direction</a>	<a href="#">Street Name</a>	<a href="#">Street Type</a>	<a href="#">Unit</a>	<a href="#">Zip</a>	<a href="#">APN</a>	<a href="#">Initiation</a>	<a href="#">Open Date</a>	<a href="#">Follow Up Date</a>	<a href="#">Assigned To</a>
CE22-3		Notice of Violation Given	Property Maintenance - Minimum Maintenance Requirements - Open	Medium	3816		27TH	St		20732	0503086496	Self-Initiated	02/08/2022	03/31/2022	O'Dell, Connie
CE22-2		Notice of Violation Given	Zoning Permit Required - Open	Medium	7513		H ST			20732	0503107566	Complaint	01/12/2022	02/11/2022	O'Dell, Connie
CE21-90		Administrative Citation Issued	Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris - Open	Medium	3609		12TH	St		20732	0503094952	Complaint	12/28/2021	03/08/2022	O'Dell, Connie
CE21-88		Administrative Citation Issued	Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris - Open	Medium	3609		12TH	St		20732	0503094952	Complaint	12/13/2021	03/08/2022	O'Dell, Connie
CE21-84		Notice of Violation Given	Zoning Permit Required - Open	Medium	3605		12TH	St		20732	0503094979	Self-Initiated	12/08/2021	02/18/2022	O'Dell, Connie



CE21-83	Complaint Filed	Zoning Permit Required - Closed Zoning Infraction - Open	Medium	8229	C	St	20732	0503042839	Self-Initiated	12/07/2021	02/18/2022	O'Dell, Connie
CE21-82	Complaint Filed	Zoning Infraction - Open	Medium	8221	C	St	20732	0503042588	Complaint	12/07/2021	02/18/2022	O'Dell, Connie
CE21-78	Awaiting Zoning Permit	Zoning Permit Required - Open	Medium	3907	16TH	St	20732	0503049426	Complaint	11/09/2021	02/18/2022	O'Dell, Connie
CE21-52	Inspection	Constructing an Improvement within Town Rights-of-Way - Open Zoning Permit Required - Open	Medium	3242	RECTOR		20732	0503131599	Complaint	07/22/2021	02/18/2022	O'Dell, Connie
CE21-13	Awaiting Zoning Permit	Zoning Permit Required - Open 110-15: Steep Slope Construction on or Adjacent to - Open	Medium	4026	11TH	St	20732	0503252767	Complaint	02/26/2021	02/18/2022	O'Dell, Connie
CE19-91	Inspection	Property Maintenance - Sanitary Maintenance - Vehicles - Closed Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris - Open Sanitary Maintenance - Open Property Maintenance - Minimum Maintenance Requirements - Open	Medium	7524	C	St	20732	0503070557	Self-Initiated	11/14/2019	03/08/2022	O'Dell, Connie
CE19-17	Inspection	Zoning Permit Required - Closed Global Stability Analysis/Storm Drain/Stormwater Mgmt Plan Required - Closed	High	7340	G	St	20732	0503095037	Complaint	03/22/2019	02/18/2022	O'Dell, Connie

CE18-76	Foreclosure	Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris - Open Property Maintenance - Sanitary Maintenance - Vehicles - Open	Medium	2541	SHADY Ct	20732	0503174379	Complaint	10/19/2018	01/28/2022	O'Dell, Connie
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Number of Cases: 13



## Rental Registration Case by Status Report

### Report Criteria:

Case Open From      To      Case Close From      To     

### Report Details:

<i>Status</i>	<i># of cases with this status</i>
Application received	2
Application reviewed - need more info	1
Inspections in progress	12
Waiting on License Fee	39
License Current	203
License Expired	0
Declaration of Ineligibility	0
Closed: Expired - Will not renew	0
Notification Process	37
Closed	37
Re-Inspection	17
<b>Total Cases</b>	<b>348</b>



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## **Town of Chesapeake Beach**

### **Engineer's Report 2-9-22**

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

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

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

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

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

#### **Richfield Station:**

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

Waiting for plat processing and start of construction – Minor email traffic about plat signing details in late December, but nothing further

#### **261 Sidewalks:**

Action: SHA final 30% design review is in progress by SHA. The 100% CD kick off meeting was held on November 16, 2021. SHA is finalizing the grant and scope documents for the Town's review. M&A is assisting the SHA to process the historic structures review while waiting for the SHA contracts. M&A provided list of affected properties requiring easements or right of way to SHA

#### **Heritage:**

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

#### **Kellams Field:**

Action: Draft of phase 1 master plan for Kellam's redevelopment including tot lot, senior exercise amenities, pickle ball, tennis court and walking trails completed for review with the committee.

#### **Richfield Tower:**

Action: Providing contract support to Jay as needed.



### **WWTP UV Protection RFP**

Action: M&A working with Jon Castro and McCrone Engineers to create bid documents for the Launder covers project. We held a site visit with Jon to discuss desire design concepts on 1/6/22. McCrone is proceeding with design. Rough drafts of grating schedule and cover designs shared directly between Jon/Josh at the plant and McCrone. M&A providing contract support as needed.

### **Flood Resiliency Plan**

Action: M&A working with Chris Jakubiak and Committee to explore recommendations to address future sea level rise concerns. M&A documented flood levels from 10/29 storm. Created map of areas impacted by 10/29 storm for the committees use. Overall mapping of 4 subareas is complete. They include Harbor Rd, Kellams Field, Seagate & 27<sup>th</sup> & C Streets. Working with the committee to determine other areas of concern within Town that may need detailed review to schedule those surveys.

### **Harbor Rd Sewer Study**

Action: M&A provided as-built survey information and analysis of the sewer from Mears Rd up to west end of system for PW use in implementing design and maintenance work. Provided Jay with concepts for elimination of the sewer section that is inverted.



## CALVERT COUNTY SHERIFF'S OFFICE TWIN BEACHES PATROL

---

Date: February 3, 2022  
To: Sharon Humm  
From: Sergeant Gary Shrawder  
Re: Sheriff's Office Report-Chesapeake Beach

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In January of 2022, the Sheriff's Office handled 122 calls for service in Chesapeake Beach. This is down from 570 calls in December of 2021.

Call Breakdown for January of 2022:

462 self-initiated (patrol checks, follow-up investigations, traffic stops etc)

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

Of the 122 calls, we handled:

- Assault
  1. Domestic- Mears Ave- husband v. wife- 1 arrested
  2. Assault- citizen v. LEO- 1 arrested (stemmed from DUI)
  3. Assault-Gordon Stinnett Ave- citizen v. citizen- under investigation
- Violation of Protective Order- Delores Ct- subject violated order- 1 arrested
- CDS violation- Mears Ave- subject was in possession of CDS- 1 arrested

*\*\*\*please note the calls for service will now only reflect actual calls for service. We will no longer include self-initiated activity in the calls for service totals. We will still capture the self-initiated activity at the bottom of the chart for tracking purposes\*\*\**

## January 2022 Calls for Service Chesapeake Beach

Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year
911 Hang Up	27	27	Firearms Complaint	0	0	Relay	1	1
Abandoned Vehicle	0	0	Fireworks Complaint	0	0	Robbery	0	0
Accident	8	8	Found Property	1	1	Search Warrant	0	0
Alarm	3	3	Fraud	0	0	Sexual Assault	0	0
Alcohol Violation	0	0	Harassment	2	2	Sex Offender Registry	0	0
Animal Complaint	0	0	Illegal Dumping	0	0	Special Assignment	1	1
Assault	1	1	Industrial Accident	1	1	Stalking	0	0
Assist Motorist	5	5	Indecent Exposure	0	0	Stolen Vehicle	0	0
Assist Other Dept	3	3	Intoxicated Person	0	0	Summons Service	1	1
Assist Sick/Injured	3	3	Kidnapping/Abduction	0	0	Suspicious Person	2	2
Attempt to Locate	6	6	Loitering	0	0	Suspicious Vehicle	6	6
Burglary	0	0	Lost Property	0	0	Tampering with MV	0	0
CDS Violation	0	0	Loud Party/ Music	0	0	Telephone Misuse	0	0
Check Welfare	9	9	Mental Subject	1	1	Theft	0	0
Conservor of Peace	8	8	Missing Person	2	2	Traffic Complaint	4	4
Destruction of Property	2	2	Neighborhood Dispute	0	0	Traffice Control	4	4
Death Investigation	1	1	Notification	0	0	Traffic Enforcement	0	0
Disorderly	4	4	Parking Complaint	0	0	Trespassing	0	0
Domestic	8	8	Person with Weapon	0	0	Unauthorized Use MV	0	0
Escort	1	1	Police Information	4	4	Unknown Problem	1	1
Eviction	0	0	Protective/Peace Order	1	1	Violation Protective Order	0	0
Fight	2	2	Prowler	0	0	Warrant Service	0	0
<b>Total Calls</b>							<b>123</b>	<b>123</b>

	Month	Year		Month	Year		Month	Year
DUI Arrest	3	3	CDS Arrest	1	1	Other Arrest	3	3
Civil Marijuana Citations	1	1	Non Fatal Overdose	0	0	Fatal Overdose	0	0
Patrol Checks	418	418	Traffic Stops	40	40	Follow Ups	4	4

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

Deputies assigned to the Twin Beach Patrol handled 131 calls outside of the Twin Beach Patrol Area in this month.  
(These calls include off duty responses, calls handled to and from work, special events, overtime assignments, special unit assignments, calls while working a shift, etc. The Computer Data System has no way of classifying the on shift or off shift status of an officer when handling a call for service.)

## January 2022 Calls for Service North Beach

Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year
911 Hang Up	8	8	Firearms Complaint	0	0	Relay	0	0
Abandoned Vehicle	0	0	Fireworks Complaint	0	0	Robbery	0	0
Accident	2	2	Found Property	0	0	Search Warrant	1	1
Alarm	1	1	Fraud	0	0	Sexual Assault	0	0
Alcohol Violation	0	0	Harassment	0	0	Sex Offender Registry	0	0
Animal Complaint	3	3	Illegal Dumping	0	0	Special Assignment	0	0
Assault	0	0	Industrial Accident	0	0	Stalking	0	0
Assist Motorist	3	3	Indecent Exposure	0	0	Stolen Vehicle	0	0
Assist Other Dept	0	0	Intoxicated Person	0	0	Summons Service	2	2
Assist Sick/Injured	3	3	Kidnapping/Abduction	0	0	Suspicious Person	3	3
Attempt to Locate	2	2	Loitering	0	0	Suspicious Vehicle	1	1
Burglary	0	0	Lost Property	0	0	Tampering with MV	0	0
CDS Violation	1	1	Loud Party/ Music	0	0	Telephone Misuse	0	0
Check Welfare	5	5	Mental Subject	0	0	Theft	2	2
Conservor of Peace	1	1	Missing Person	0	0	Traffic Complaint	1	1
Destruction of Property	0	0	Neighborhood Dispute	0	0	Traffice Control	0	0
Death Investigation	0	0	Notification	0	0	Traffic Enforcement	0	0
Disorderly	2	2	Parking Complaint	2	2	Trespassing	1	1
Domestic	4	4	Person with Weapon	0	0	Unauthorized Use MV	0	0
Escort	0	0	Police Information	3	3	Unknown Problem	0	0
Eviction	1	1	Protective/Peace Order	1	1	Violation Protective Order	0	0
Fight	0	0	Prowler	0	0	Warrant Service	0	0
						<b>Total Calls</b>	<b>53</b>	<b>53</b>

	Month	Year		Month	Year		Month	Year
DUI Arrest	1	1	CDS Arrest	1	1	Other Arrest	3	3
Civil Marijuana Citations	0	0	Non Fatal Overdose	0	0	Fatal Overdose	0	0
Patrol Checks	161	161	Traffic Stops	19	19	Follow Ups	1	1

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





January Town Stats,

Fire = 58

AFA = 5

Brush = 4

EMS = 24

Fire's = 3

(Chimney, House, Barn, vehicle, ETC)

Hazmat = 0

Investigation = 3

MVA = 3

Helicopter Landing = 0

Service = 15

Water Rescue = 1

Fire Calls dispatched in the Town of CB = 30

Fire Calls dispatched in the Town of NB = 28

Fire Drill: Fire command simulator

Fundraising: N/A Due to COVID 19



EMS = 100

Chest Pains = 7

Diabetic Emergency = 2

Fire Standby = 3

MVC = 4

Overdose = 0

Psychiatric Emergency. =1

Respiratory Distress = 17

Seizures = 0

Stroke (CVA) = 0

Unconscious Subj. = 7

Other Non- Emergent Dispatched Calls =33

EMS Calls dispatched in the Town of CB = 70

EMS Calls dispatched in the Town of NB = 30

EMS DRILL: Trauma decision tree

Choking = 0

Syncope = 3

Suicide = 0

Gun Shot/Stabbing = 1

Head Injury = 0

Hypertension = 0

Assault = 1

Hemorrhage- 4

Cardiac Arrest - 2

Altered Mental Status - 8

Allergic Reaction -1

Traumatic Injury = 6

#O-22-1  
Passed:  
Effective:

**AN ORDINANCE  
OF THE TOWN COUNCIL OF CHESAPEAKE BEACH, MARYLAND,  
ADOPTING THE ANNUAL BUDGET FOR THE GENERAL FUND OF THE  
TOWN OF CHESAPEAKE BEACH FOR THE FISCAL YEAR JULY 1, 2022  
TO JUNE 30, 2023 AND SETTING MUNICIPAL TAX RATES.**

WHEREAS, Chesapeake Beach, Maryland (the “Town”) is a municipal corporation of the State of Maryland, organized and operating under a Charter adopted in 1963, in accordance with Article XI-E of the Constitution of Maryland and the Local Government Article of the Annotated Code of Maryland; and

WHEREAS, pursuant to Md. Code Ann., Local Gov’t Art., § 5-205 and Section C-706 of its Charter, the Town is empowered to establish an annual budget; and

WHEREAS, after due notice, a public hearing was held by the Town Council on March 17, 2022, to consider the budget for the Town’s General Fund for FY ’23, and, at said hearing, all of those who desired to be heard were heard and their testimony recorded, and all facts relevant to the subject matter of the budget have been duly and carefully considered.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF CHESAPEAKE BEACH THAT:

Section 1. The annual budget for the General Fund of the Town of Chesapeake Beach for the Fiscal Year 2023 is hereby adopted in the form as set forth in the attached Exhibit A hereto.

Section 2. The municipal tax rates set forth in Exhibit A are hereby adopted.

**AS CERTIFIED** by their signatures below, the members of the Town Council affirm that this Ordinance was introduced at the Town Council meeting held on the 17th day of February, 2022, that a public hearing was held on the 17<sup>th</sup> day of March, 2022, and that a vote was taken in accordance with Section C-309 of the Town Charter. The vote of the Council was tallied and \_\_\_ votes of approval and \_\_\_ votes of disapproval were cast. The resulting majority of the Council approved the passage of this Ordinance this 17th day of March, 2022. If signed by the Mayor below, the Mayor approves this Ordinance pursuant to Section C-310 of the Charter the 17th day of March, 2022. This Ordinance shall become effective at the expiration of twenty (20) calendar days from the date of the Mayor’s approval or seven (7) days after the last required publication,

whichever is later, pursuant to Section C-309 of the Charter, currently published in Volume II of the Municipal Charters of Maryland.

**CHESAPEAKE BEACH, MARYLAND**

---

Patrick J. Mahoney, Mayor

---

Lawrence P. Jaworski, Council Vice-President

---

Valerie L. Beaudin, Councilwoman

---

L. Charles Fink, Councilman

---

Margaret P. Hartman, Councilwoman

---

Gregory J. Morris, Councilman

---

Keith L. Pardieck, Councilman

General Fund  
Fiscal Year 2023  
Exhibit A

As Introduced  
Annual Budget FY 2023

Income

Local Sources	
100-410000 · Real Estate Taxes	\$ 2,719,849
100-410100 · Admission & Amusement Tax	\$ 1,729,285
100-410105 · State A&A Tax Distributions	\$ 300,000
100-410115 · Hotel Tax	\$ 100,000
100-410120 · Operating Property Tax	\$ 64,614
100-410125 · Penalties & Interest	\$ 3,000
100-410135 · Traders License - County	\$ 800
100-410140 · Zoning Permits & Site Plans	\$ 50,000
100-410145 · Interest on savings & investmen	\$ 10,000
100-410160 · Bayfront Park Admissions	\$ -
100-410165 · Tower Site Rental	\$ 110,000
100-410170 · Cable Franchise Fee	\$ 110,000
100-410175 · Speed Camera & Other Fines	\$ 90,000
100-410175 · Ramp Fees	\$ 10,000
100-410230 · Misc. Income	\$ 5,000
Total Local Sources	<u>\$ 5,302,548</u>
Federal, State,& County Sources	
100-420100 · State income taxes	\$ 1,200,000
100-420105 · Highway User Revenues	\$ 370,852
100-420115 · State Aid Police Protection	\$ 54,525
100-420150 - Federal Grants	\$ 2,970,557
Total Federal, State,& County Sources	<u>\$ 4,595,934</u>
Other Income	
100-430130 Unexpended Allocation	\$ 250,000
100-432200 Miscellaneous Grants	\$ 335,000
Total Other Income	<u>\$ 585,000</u>
Total Income	<u><u>\$ 10,483,482</u></u>

General Fund  
Fiscal Year 2023  
Exhibit A

As Introduced  
Annual Budget FY 2023

Expense

GENERAL GOVERNMENT

Salaries, Wages, Payr Txs, Bene		
100-6000-602000 · Salaries - Office	\$	544,388
100-6000-602050 · Fica Expense	\$	45,630
100-6000-602100 · Medical and Life Insurance	\$	158,548
100-6000-602300 · Retirement	\$	98,264
100-6000-602400 · Continuing Education	\$	40,000
<b>Total Salaries, Wages, Payr Txs, Bene</b>	<b>\$</b>	<b>886,830</b>
Contracted Services		
100-6000-620400 · Audit	\$	26,000
100-6000-620600 · Legal Counsel	\$	80,000
100-6000-620800 · SDAT Fees	\$	11,558
100-6000-621100 · Annual Software Agr	\$	65,000
100-6000-621200 · Planning & Zoning	\$	100,000
100-6000-621400 · Engineering	\$	110,000
100-6000-621600 · IT Support	\$	45,000
100-6000-622500 · T.H. Building Maintenance	\$	30,000
100-6000-623300 · Newsletter	\$	10,000
100-6000-623400 · Library RENT Grant	\$	46,996
100-6000-623900 · Professional Fees	\$	11,000
100-6000-624500 · Web Maintenance	\$	5,000
100-6000-624700 · Document Imaging	\$	4,000
<b>Total Contracted Services</b>	<b>\$</b>	<b>544,554</b>
Other Charges		
100-6000-631210 · Legislative Education / Travel	\$	29,500
100-6000-631220 · Dues & Subscriptions	\$	20,000
100-6000-631300 · Grants to Local Orgs	\$	17,500
100-6000-631305 · Senator M Miller Scholarship Fund	\$	5,000
100-6000-632000 · Misc. Expense	\$	5,000
100-6000-632300 · Office Expense	\$	60,000
100-6000-634101 · Council Compensation	\$	18,000
100-6000-634102 · Mayor Compensation	\$	18,000
100-6000-634200 · Recreation Reserve Fund	\$	100,000
100-6000-XXXXXX · Climate Change Reserve Fund	\$	250,000
100-6000-634500 · Town Hall Telephone	\$	15,150
100-6000-635000 · Town Hall Utilities	\$	22,000
100-6000-636101 · Special Events	\$	140,100
100-6000-636201 · Economic Development	\$	44,000
100-6000-637010 · Opioid Awareness Committee	\$	3,000
100-6000-637020 · Green Team	\$	7,000
100-6000-637030 · Rental Inspection Services	\$	25,000
100-6000-780000 · Insurance	\$	75,000
100-6000-XXXXXX ARP Grant	\$	2,970,557
100-6450-602050 · FICA	\$	3,000
<b>Total Other Charges</b>	<b>\$</b>	<b>3,827,807</b>
<b>Total GENERAL GOVERNMENT</b>	<b>\$</b>	<b>5,259,191</b>

General Fund  
Fiscal Year 2023  
Exhibit A

As Introduced  
Annual Budget FY 2023

<b>PUBLIC SAFETY</b>	
100-6450-645500 · Police - Deputy in Residence	\$ 1,405,539
100-6450-646000 · Bayfront Park and Town Beautification	\$ 60,500
100-6450-646500 · North Beach VFD Cap Exp	\$ 50,000
<b>Total PUBLIC SAFETY</b>	<b>\$ 1,516,039</b>
<b>PUBLIC WKS</b>	
<b>Salaries and Benefits</b>	
100-6500-602000 · P.W. - Salaries	\$ 525,000
100-6500-602010 · Rec. Operations - Salaries	\$ 82,000
100-6500-602050 · P.W. - Fica Expense	\$ 49,000
100-6500-602100 · P.W. - Medical & Life Ins.	\$ 170,000
100-6500-602300 · P.W. - Retirement Plan	\$ 82,000
100-6500-602400 · P.W. - Continuing Education	\$ 10,000
<b>Total Salaries and Benefits</b>	<b>\$ 918,000</b>
<b>Supplies (Public Works)</b>	
100-6500-665200 · Gasoline/Tolls	\$ 40,000
100-6500-665400 · Equipment Repair & Maint	\$ 40,000
100-6500-665600 · Supplies	\$ 15,000
<b>Total Supplies (Public Works)</b>	<b>\$ 95,000</b>
<b>Contracted Services</b>	
100-6500-672000 · Holiday Lights - Maint.	\$ 110,000
100-6500-673000 · Road Repairs & Maintenance	\$ 20,000
100-6500-674000 · Trash Removal Service	\$ 550,000
100-6500-675000 · Recycle Bins	\$ 12,000
<b>Total Contracted Services</b>	<b>\$ 692,000</b>
<b>Other Charges (P.W.)</b>	
100-6500-684300 · CBOCS Oyster Program	\$ 6,900
100-6500-684900 · Miscellaneous	\$ 2,000
100-6500-685200 · Property Maintenance	\$ 65,000
100-6500-685220 · Landscape Maintenance	\$ 150,000
100-6500-685240 · Tree Trimming and Removals	\$ 20,000
100-6500-685500 · Recreation - Operations	\$ 125,000
100-6500-686100 · Storm Drain Inspection & Maint.	\$ 20,000
100-6500-686000 · Snow & Ice Removal	\$ 50,000
100-6500-686500 · Street Lights	\$ 63,000
100-6500-687000 · Telephone	\$ 11,000
100-6500-687500 · Utilities	\$ 8,000
<b>Total Other Charges (P.W.)</b>	<b>\$ 520,900</b>
<b>Total PUBLIC WKS</b>	<b>\$ 2,225,900</b>



General Fund  
Fiscal Year 2023  
Exhibit A

As Introduced  
Annual Budget FY 2023

Total General Fund Capital Expenditure	\$	1,482,352
Total Expense	\$	10,483,482
FY Surplus	\$	-

\*\*\* Local Taxes

Property tax shall be imposed and collected at the rate of \$.3160 per \$100 of property value.



**CHESAPEAKE BEACH SCHEDULE OF FEES**

	FY22	FY23
<b>PERMIT FEES</b>		
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	\$ -	\$ -
<b>ZONING APPLICATION FEE</b>		
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
<b>SITE PLAN REVIEW</b>		
<b>CATEGORY 1</b>		
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
<b>CATEGORY 2</b>		
Base application fee	\$ 360.00	\$ 400.00
<b>CRITICAL AREA SITE PLAN</b>		
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
<b>Public Works Agreements</b>		
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
<b>APPLICATION OF EXTENSION OF APPROVED SITE PLAN</b>		
Extension of approved Category 1 site plan	\$ 450.00	\$ 450.00
Extension of approved Category 2 site plan	\$ 100.00	\$ 100.00
<b>PUBLIC BOAT RAMP FEES</b>		
<b>Season Pass</b>		
Season Pass fee Chesapeake Beach municipal residents	\$ 75.00	\$ 50.00
Season Pass fee State of MD residents	\$ 75.00	\$ 50.00
Season Pass fee out of State of MD residents	\$ 100.00	\$ 100.00
<b>In/Out Ramp Fee</b>		
In / Out ramp fee Chesapeake Beach municipal residents	\$ 7.50	\$ 5.00
One way ramp fee Chesapeake Beach municipal residents	\$ 3.75	\$ 2.50
In/ Out ramp fee State of MD residents	\$ 7.50	\$ 5.00
One way ramp fee State of MD residents	\$ 3.75	\$ 2.50
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
<b>Parking</b>		
Public parking of boat trailer while launched	\$ -	\$ -
<b>CODE ENFORCEMENT</b>		
Administrative fee	\$ 50.00	\$ 50.00
<b>Town Recycle Bins</b>		
Recycle bin replacements	\$ 45.00	\$ 50.00
<b>TRIBUTE</b>		
Veterans' memorial brick	\$ 100.00	\$ 150.00
<b>PUBLIC RECORDS</b>		
Copies	\$ -	\$ -
Fee for each copy made by photocopying machine within Town Hall	\$ 0.25	\$ 0.25
Fee for each copy made otherwise shall be based on actual cost of reproduction	\$ -	\$ -
Certification of copies	\$1/page	\$1/page
<i>Minimum fee. No charge will be made if the total fee is less than \$1</i>		
Fees are based upon the persons needed to perform the activities, and the rates for such persons are per hour:		
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

#O-22-2

Passed:

Effective:

**AN ORDINANCE  
OF THE TOWN COUNCIL OF CHESAPEAKE BEACH, MARYLAND,  
ADOPTING THE ANNUAL BUDGET FOR THE WATER RECLAMATION  
TREATMENT PLANT FUND OF THE TOWN OF CHESAPEAKE BEACH FOR  
THE FISCAL YEAR JULY 1, 2022 TO JUNE 30, 2023.**

WHEREAS, Chesapeake Beach, Maryland (the “Town”) is a municipal corporation of the State of Maryland, organized and operating under a Charter adopted in 1963, in accordance with Article XI-E of the Constitution of Maryland and the Local Government Article of the Annotated Code of Maryland; and

WHEREAS, pursuant to Md. Code Ann., Local Gov’t Art., § 5-205 and Section C-706 of its Charter, the Town is empowered to establish an annual budget; and

WHEREAS, after due notice, a public hearing was held by the Town Council on March 17, 2022, to consider the budget for the Town’s Water Reclamation and Treatment Plant Fund for FY ’23, and, at said hearing, all of those who desired to be heard were heard and their testimony recorded, and all facts relevant to the subject matter of the budget have been duly and carefully considered.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF  
CHESAPEAKE BEACH THAT:

Section 1. The annual budget for the Water Reclamation Treatment Plant Fund of the Town of Chesapeake Beach for the Fiscal Year 2023 is hereby adopted in the form as set forth in the attached Exhibit A hereto; and

**AS CERTIFIED** by their signatures below, the members of the Town Council affirm that this Ordinance was introduced at the Town Council meeting held on the 17<sup>th</sup> day of February, 2022, that a public hearing was held on the 17th day of March, 2022, and that a vote was taken in accordance with Section C-309 of the Town Charter. The vote of the Council was tallied and \_\_\_ votes of approval and \_\_ votes of disapproval were cast. The resulting majority of the Council approved the passage of this Ordinance this 17th day of March, 2022. If signed by the Mayor below, the Mayor approves this Ordinance pursuant to Section C-310 of the Charter this 17th day of March, 2022. This Ordinance shall become effective at the expiration of twenty (20) calendar

days from the date of the Mayor's approval or seven (7) days after the last required publication, whichever is later, pursuant to Section C-309 of the Charter, currently published in Volume II of the Municipal Charters of Maryland.

**CHESAPEAKE BEACH, MARYLAND**

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Patrick J. Mahoney, Mayor

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Lawrence P. Jaworski, Council Vice-President

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Valerie L. Beaudin, Councilwoman

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L. Charles Fink, Councilman

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Margaret P. Hartman, Councilwoman

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Gregory J. Morris, Councilman

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Keith L. Pardieck, Councilman

Exhibit A  
 Fiscal Year 2023  
 Waste Reclamation Treatment Plant

As Introduced Annual Budget FY 2023
----------------------------------------

Income	
<b>Fixed Income</b>	
300-430010 · Anne Arundel Fixed-10.44%	\$ 128,409
300-430020 · Calvert County - Fixed - 21.81%	\$ 268,258
300-430030 · Chesapeake Beach -Fixed -49.66%	\$ 610,806
300-430040 · North Beach - Fixed - 18.09%	\$ 222,503
<b>Total Fixed Income</b>	\$ 1,229,976
<b>Variable Income</b>	
300-431010 · Anne Arundel - Variable -12.05%	\$ 97,725
300-431050 · North Beach & Calvert County - Variable - 35.99%	\$ 291,879
300-431030 · Chesapeake Beach - Variable - 51.96%	\$ 421,396
<b>Total Variable Income</b>	\$ 811,000
<b>Capital and Other Fixed Income</b>	
300-430010 · Anne Arundel Fixed-10.44%	\$ 70,470
300-430020 · Calvert County - Fixed - 21.81%	\$ 147,218
300-430030 · Chesapeake Beach -Fixed -49.66%	\$ 335,204
300-430040 · North Beach - Fixed - 18.09%	\$ 122,108
<b>Total Capital and Other Fixed Income</b>	\$ 675,000
<b>Total Income</b>	\$ 2,715,976

Exhibit A  
Fiscal Year 2023  
Waste Reclamation Treatment Plant

As Introduced Annual Budget FY 2023
----------------------------------------

**Expense**

<b>Fixed Costs</b>	
300-6975-601000 · Salaries and Wages	\$ 513,000
300-6975-610500 · Plant Benefits	\$ 311,976
300-6975-621000 · Administration - TCB	\$ 38,000
300-6975-621401 · Engineering & Professional Fees	\$ 30,000
300-6975-621500 · Safety	\$ 13,000
300-6975-622000 · Telephone	\$ 6,000
300-6975-623000 · Lab Analysis & Supplies	\$ 73,000
300-6975-626000 · Equipment Repair & Maintenance	\$ 80,000
300-6975-628000 · Equipment Purchases	\$ 80,000
300-697-628500 · TP Office Expenses	\$ 30,000
300-6975-780000 · Insurance - Plant	\$ 55,000
<b>Total Fixed Costs</b>	<b>\$ 1,229,976</b>
<b>Variable Costs</b>	
300-6975-684601 · Chemicals	\$ 315,000
300-6975-684701 · Landfill Tipping Fees	\$ 246,000
300-6975-687501 · Utilities	\$ 250,000
<b>Total Variable Costs</b>	<b>\$ 811,000</b>
<b>Other Fixed Costs</b>	
300-6975-801000 · Capital Projects	\$ 675,000
<b>Total Other Fixed Costs</b>	<b>\$ 675,000</b>
<b>Total Expense</b>	<b>\$ 2,715,976</b>
<b>Net Income</b>	<b>\$ -</b>

#O-22-3  
Passed:  
Effective:

**AN ORDINANCE  
OF THE TOWN COUNCIL OF CHESAPEAKE BEACH, MARYLAND, ADOPTING  
THE ANNUAL BUDGET FOR THE MITIGATION FUND OF THE TOWN OF  
CHESAPEAKE BEACH FOR THE FISCAL YEAR JULY 1, 2022 TO JUNE 30, 2023.**

WHEREAS, Chesapeake Beach, Maryland (the “Town”) is a municipal corporation of the State of Maryland, organized and operating under a Charter adopted in 1963, in accordance with Article XI-E of the Constitution of Maryland and the Local Government Article of the Annotated Code of Maryland; and

WHEREAS, pursuant to Md. Code Ann., Local Gov’t Art., § 5-205 and Section C-706 of its Charter, the Town is empowered to establish an annual budget; and

WHEREAS, after due notice, a public hearing was held by the Town Council on March 17, 2022, to consider the budget for the Town’s Mitigation Fund for FY ’23, and, at said hearing, all of those who desired to be heard were heard and their testimony recorded, and all facts relevant to the subject matter of the budget have been duly and carefully considered.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF CHESAPEAKE BEACH THAT:

Section 1. The annual budget for the Mitigation Fund of the Town of Chesapeake Beach for the Fiscal Year 2023 is hereby adopted in the form as set forth in the attached Exhibit A hereto.

**AS CERTIFIED** by their signatures below, the members of the Town Council affirm that this Ordinance was introduced at the Town Council meeting held on the 17<sup>th</sup> day of February, 2022, that a public hearing was held on the 17<sup>th</sup> day of March, 2022, and that a vote was taken in accordance with Section C-309 of the Town Charter. The vote of the Council was tallied and \_\_ votes of approval and \_\_ votes of disapproval were cast. The resulting majority of the Council approved the passage of this Ordinance this 17<sup>th</sup> day of March, 2022. If signed by the Mayor below, the Mayor approves this Ordinance pursuant to Section C-310 of the Charter this 17<sup>th</sup> day of March, 2022. This Ordinance shall become effective at the expiration of twenty (20) calendar days from the date of the Mayor’s approval or seven (7) days after the last required publication,

whichever is later, pursuant to Section C-309 of the Charter, currently published in Volume II of the Municipal Charters of Maryland.

**CHESAPEAKE BEACH, MARYLAND**

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Patrick J. Mahoney, Mayor

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Lawrence P. Jaworski, Council Vice-President

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Valerie L. Beaudin, Councilwoman

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L. Charles Fink, Councilman

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Margaret P. Hartman, Councilwoman

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Gregory J. Morris, Councilman

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Keith L. Pardieck, Councilman



Exhibit A  
 Fiscal Year 2023  
 Mitigation Fund

	As Introduced Annual Budget FY 2023	
<b>Revenue:</b>		
200-410145 · Interest Income	\$	50
200-430135 · Prior Year Reserves	\$	91,802
200-435100 · Critical Area Grant	\$	2,000
<b>Total Revenue</b>	\$	93,852
<b>Expense</b>		
200-6400-632800 · Bank Service Charges	\$	125
200-6400-634300 · Misc. Plantings	\$	17,800
<b>Total Expense</b>	\$	17,925
 <b>FY 2023 Surplus</b>	 \$	 75,927

**AN ORDINANCE  
OF THE TOWN COUNCIL OF CHESAPEAKE BEACH, MARYLAND,  
FOR THE ADOPTION OF THE TOWN OF CHESAPEAKE BEACH  
COMPREHENSIVE PLAN FOR LAND USE ISSUES**

**WHEREAS:** The Town Council of the Town of Chesapeake Beach is responsible for matters relating to the orderly growth of the Town of Chesapeake Beach.” Town of Chesapeake Beach, MD Code (hereinafter Code) § 290-31(A) Purpose; and

**WHEREAS:** The Planning Commission “shall prepare and recommend a Comprehensive Plan for the Town of Chesapeake Beach, and review and update said plan at least once every six years.” Code § 290-31(A)(1); and

**WHEREAS:** The Town’s Comprehensive Plan 2010 Update was adopted on January 20, 2011 and must be reviewed every 10 years. Md. LAND USE Code Ann. § 3-303(a) Required review; and

**WHEREAS:** Adoption of zoning laws, planned development ordinances and regulations, subdivision ordinances and regulations and other land use ordinances and regulations shall be consistent with the Comprehensive Plan. Md. LAND USE Code Ann. § 3-303(b) Implementation. review; and

**WHEREAS:** The Planning Commission began the process of updating the Comprehensive Plan by holding Town Workshops on September 12 and 18, 2018, during which five themes emerged, one of which is “Preserving and Enhancing our Small-Town Charm.”  
[https://www.chesapeakebeachmd.gov/sites/g/files/vyhlf4261/f/uploads/vision\\_2040.pdf](https://www.chesapeakebeachmd.gov/sites/g/files/vyhlf4261/f/uploads/vision_2040.pdf) ; and

**WHEREAS:** The direction provided by the workshops, and subsequent work on the update to the Comprehensive Plan, require a rewrite of the previous, Comprehensive Plan 2010 Update; and

**WHEREAS:** While updating and rewriting the Town Comprehensive Plan, the Planning Commission must also complete its routine workload; and

**WHEREAS:** The Planning Commission, after extensive study and deliberation in open meetings and work sessions, has prepared and recommended a Comprehensive Plan and implementing ordinances that will address the significant foreseeable challenges the community is and will face, including among others:

- (A) Rising groundwater tables, storm damage potential, increases in the projected depth and extent of flooding and storm surge, and the threat to public and private infrastructure and buildings related to rising water levels in the Chesapeake Bay,
- (B) The instability and potential erodibility of steep slopes, shorelines, and lands “made” through the historic reclamation of marshes and the irreparable loss of scenic natural beauty caused by the clearing of forests and poorly planned development,
- (C) Proposals for construction of large and tall buildings that would degrade the Town’s scenic vistas and the view of the water which are vital to the aesthetic and cultural values of Chesapeake Beach and antithetical to the public’s desire to “Preserve and Enhance our Small-Town Charm.,”
- (D) The paucity of vacant or undeveloped property to address the existing deficit in neighborhood park space,

- (E) The adoption of new standards to guide the design of future buildings and building sites into ways that preserve the character of the Town;
- (F) The safety and convenience of walking in Town generally and along MD Route 260, within the areas zoned for commercial development where the calming of traffic speeds is insufficient, and the quality of the pedestrian environment is poor; and
- (G) Recent completion of an ongoing development of large-scale residential neighborhoods over the past 10 years with traffic implications that have not yet been assessed and similar issues facing the Town.

**WHEREAS:** The Planning and Zoning Commission prepared the Comprehensive Plan, held a public hearing on the Plan on November 9, 2021, and unanimously approved a resolution recommending the adoption of the Plan by the Mayor and Town Council on January 26, 2022; and

**THEREFORE, BE IT RESOLVED THAT:**

The Comprehensive Plan for the Town of Chesapeake Beach, as revised and attached, is hereby adopted.

Approved on \_\_\_\_\_

\_\_\_\_\_  
Patrick J. Mahoney, Mayor

\_\_\_\_\_  
Lawrence P. Jaworski, Council Vice-President

\_\_\_\_\_  
L. Charles Fink, Councilman

\_\_\_\_\_  
Valerie L. Beaudin, Councilwoman

\_\_\_\_\_  
Gregory J. Morris, Councilman

\_\_\_\_\_  
Margaret P. Hartman, Councilwoman

\_\_\_\_\_  
Keith L. Pardieck, Councilman



**OFFICE OF THE PLANNING AND ZONING COMMISSION**

To: Mayor and Town Council, Chesapeake Beach, MD

From: Larry Brown Chairman, Planning and Zoning Commission

Date: February 17, 2022

Re: Town Council Report

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The Planning Commission held two meetings in January, and at the second meeting on Jan 26, 2022 approved the draft Comprehensive Plan and forwarded it to the Town Council for its consideration.

On Tuesday, February 8th, the Town's Zoning Administrator briefed the Town Council at its monthly work session on the Comprehensive Plan - 2021 Update. His briefing provided an overview of the many recommendations in the Plan. The Plan's final chapter is titled "Implementation;" it summarizes and prioritizes many of the Plan recommendations.

Listed below is a comprehensive list of recommendations in the Plan and the page/s on which they can be found; those marked with an asterisk (\*) are repeated in the Implementation Chapter (pages 124 - 136).

**Municipal Growth Recommendation:**

- \* Establish a Joint Planning Area (p.29, 130, 134).

**Natural Environment Recommendations:**

- Modify the Zoning Map to classify forested areas as Resource Conservation (p.51).
- Institute an Urban Forestry Program (p.51)
- Public Acquisition of the Randle Cliffs Natural Heritage Area (p.52)
- Undertake an Environmental Study and plan to protect Brownies Beach from erosion and deterioration. (p.52)
- Reappraise and update the entire suite of zoning, subdivision, development, and enforcement regulations to compensate for sea level rise. (p.52).
- \* Revise the zoning ordinance to minimize potential disturbance of steeply sloping lands. (p. 52, 126).
- Implement the currently dormant "Board of Port Wardens" (Zoning Code, Article IX, § 290-33 - 290-38). (p.53)

- Adopt regulations and policies that prevent further development and land use intensification activities in areas expected to be submerged when Bay level rises 2.1 feet above current levels. (P.53).

- Postpone Review and approval of development plans in the three environmentally sensitive “vulnerability zones” until after detailed plans for their protection have been approved. (p.53). *see also*; p.74-78.

**Land Use Recommendations:** Adopt the new Land Use Plan Map and amend the Town’s Zoning Map to remove inconsistencies. The recommended changes include:

- \* Expand areas designated Resource Conservation. (p.76, Layer 1, 126)

- \* Adopt new development, architectural and design guidelines and standards (Community Character Study), including lot coverage limits. (p.69, 126, 128).

- Prepare a Town-wide property survey that accurately documents property boundaries. (p.69, 101).

- Zoning Ordinance changes:

- \* Rescind the bonus density overlay district entirely. (p.69, 125, 127)

- Except where it currently exists; eliminate the High-Density residential district (specifically on the east side of MD Route 261 between Veterans Park and 28th Street) and replace with the Residential Village district. (P.69)

- \* Remove multi-family housing, duplexes, and townhouses as permitted uses in the RV-1 district, except where they currently exist. (p.70, 125, 127)

- \* Continue to allow a variety of housing types in the new RV-2 district. (p.70, 125, 1217)

- \* Prepare and adopt building design standards applicable to residential areas (p.70, 126)

- \* Limit building height in Chesapeake Beach to 35 feet. (p.70, 125).

- \* Create four separate commercial area designations (p.70, 125):

- \* Neighborhood Commercial; eliminate the possibility that a residential apartment could be added to a commercial use. (p.71, 125)

- \* Town Commercial; allow a mix of commercial and residential uses including existing residential and residences above street level commercial. (p.71, 125, 126, 127).

- \* Commercial Plaza; Essentially the Chesapeake Station shopping plaza. (p.71, 127)

- \* Maritime Commercial; An especially vulnerable area to sea rise - land use and development should adhere strictly to Sea Level Rise/Flooding Vulnerability guidance on pages 74-78. (p.72, 125, 126, 127).

- \* Specifically recommends the prohibition of the following activities: adult entertainment establishments and massage parlors, industrial uses, landfills, junk and salvage yards, medical and recreational cannabis dispensaries, casino gambling venues, drive in movie theaters, and smoke and vape shops. (p.74, 126).

- \* Prepare and adopt a “Master Plan for Flood Risk Reduction.” (p.76, 127).

- In areas vulnerable to sea level rise, adopt the “Layer 1, 2, and 3” principles to development and redevelopment projects. (p.78).

\* Commission a Study for a Public Pier as a key component of any waterfront revitalization program, and means to increase public access to the Chesapeake Bay. (p.79, 113, 128).

\* The Town should consider if opportunities exist to acquire private open spaces or to develop publicly owned spaces for recreational access to the waterfront. (p.79, 128).

### **Housing Recommendations:**

\* Adjust strict zoning standards that make it difficult to create apartment or duplexes.

Pursue minor zoning adjustments and active coordination with Housing Authority of Calvert County (HACC) to encourage compatible housing types. (p.88 & 91, 126)

- Coordinate with the HACC rental assistance program (which acquires and makes housing available to low-income families). (p.90)

- Coordinate with HACC and private low-income tax credit developers to facilitate the development of housing meeting the needs of residents with incomes below 60% of the median household income. (p.90)

- Coordinate housing issues with Calvert County and North Beach. (p.90).

\* Create an “intergenerational” Housing Taskforce to promote options for senior housing in Chesapeake Beach. (p.91, 129).

- The Town be pro-active and committed to engaging with residents as it addresses flooding over the next two decades. (p.92).

- The Town consider grants, loans, and/or historic tax credit programs to assist property owners in restoration and rehabilitation to help preserve the Town’s cottage character. (p.92).

### **Transportation Recommendations:**

- Gradually transform Chesapeake Beach and Bayside Road into attractive, functional, and walkable avenues. (p.98-99).

- Ensure that new and redeveloped parking lots, sidewalks, crosswalks, transit stops, trails, boardwalks, and entrance ways into commercial and institutional buildings or sites meet the objectives of the federal Americans with Disabilities Act. (p.99).

- Systematically upgrade residential streets in the original parts of Chesapeake Beach, including repaving, curb, gutter, sidewalks, and crosswalks; upgraded and repaired storm drainage; and streetlights and street trees. (p.99).

- Encourage the State Highway Administration to deploy smart street technologies such as sensors that monitor and record traffic volumes, wear and tear, and roadway conditions such as temperature, ice, and floodwater that would allow for the most efficient operation and the best long-term care of the streets and sidewalks. (p.99).

- Coordinate with Calvert County Public Transportation and local transit users to improve the conditions of bus stops by using shelters where appropriate to provide shade and shelter from wind and rain. (p.100).

\* Actively implement projects recommended in the Chesapeake Beach Connectively Study, supported where possible by State and federal grant programs. (p.79 & 100, 129-130)

- This Comprehensive Plan recommends construction of a sidewalk from the south end of the Town to Summer City. (p.100).

- Reaffirm the Town's original vision for the Fishing Creek Railway Trail; to extend it with multiple linkages including to the west through the forests and beyond the municipal limits ultimately to Seat Pleasant, Maryland which was the starting station for the Washington, DC, and Chesapeake Beach Railway. (p.100).

- Evaluate the value to the community and conduct a systematic inventory of the mostly linear unimproved open spaces running behind residential lots. Adopt a strategy to resolve responsibility for these alleys and unopened rights-of-way. (p.69, 101).

### **Community Facility Recommendations:**

- \* That a Citizen Committee be appointed to study the recreational needs for the Town, and prepare a Park and Open Space Plan for consideration by the Town Council. (p.112, 128, 131).

- A better park system requires the acquisition of new property, or expanding / repurposing existing public property: (1) develop a major recreational pier over the Bay, (2) public acquisition of the 50 acre Randle Cliffs Natural Area. (p.113).

- Lynwood Kellam Memorial Recreational Park was recently acquired by the Town; reimagine this recreational asset to provide both water and green open spaces (including the ball-field) and designed to attenuate flooding, allow wetland migration, while responding to the challenges of sea-level rise. (p.113).

- \* Gradually and systematically eliminate septic systems within the Town to achieve the obvious environmental and public health benefits. (p.113, 134).

- \* Require that all future residential developments set aside improved amenity open space, on a per housing unit basis; consider the use of other growth management tools (impact fees and park dedications) including "adequate public facilities ordinances" and regulations. (p.114, 126).

### **Water Resources Recommendations:**

- Ensure abandoned wells are properly and permanently sealed to prevent the potential for pollutants from entering the water supply. (p.121).

- Enforce stormwater management regulations that reduce water pollution when land is redeveloped. (p.121).

- \* Prevent Remaining Forest Areas and Steep Slopes from being cleared, graded, and developed for urban uses. (p.122, 126).

- Institute an urban forestry program aimed at increasing the amount of tree coverage in Town. (p.122).

- Incorporate naturalized buffers in native vegetation when redevelopment of land is proposed along the shoreline of the Bay and Fishing Creek. (p.122).

- When considering redevelopment proposals, incorporate a net reduction of impervious surfaces especially within the existing and future projected floodplains. (p.121).

- In revising and administering the Town's Critical Area regulations, especially where redevelopment projects are proposed, apply applicable Best Management Practices to protect Town water quality. (p.122)

**Implementation Chapter:**

In addition to those above marked \*:

- \* Revise purpose statements for zoning districts (p.126)
- \* Remove tourist homes from permitted uses in Maritime Commercial district. (p.126).
- \* Update the 1990 Northwest Sector Community Facilities Plan. (p.131).
- \* Participate in the Calvert County Land Preservation, Parks, and Recreation Plan (CCLPPRP). (p.131).
- \* That the boundary for the State of Maryland “Sustainable Communities” program be redrawn to encompass the entire Town of Chesapeake Beach. (p.132).

-----

At the next PC meeting on February 23rd the PC will continue discussion of zoning ordinance changes (§ 290-15, § 290-9, § 290-10, § 290-11, Table of Land Use Classifications, and the Land Use Map) necessary to implement the Comprehensive Plan update. The specific text changes being considered are listed on p. 125-126, and map changes on p. 127.

Looking ahead, the Commission will be reviewing and comparing the State of Maryland “Critical Area” regulations to those of the Town and coordinate with the State Critical Area Commission, if modification is necessary.

All future PC meetings will be “virtual” meetings via publicly assessable “Zoom” until in-person meetings are approved by the Town Council.



# Chesapeake Beach Oyster Cultivation Society Report

February 2022

## Chesapeake Beach Town Council Meeting

CBOCS will be very active this year.

### CBOCS 2022 events and calendar

The first events of 2022 is manufacturing of reef balls at several northern Calvert county elementary schools. This requires interested CBOCS volunteers to go to the school on the dates listed below and help 5<sup>th</sup> grade students make reef balls. The program is sponsored by CHESPAX and the Coastal Conservation Association. It is for 3 hours in the morning. You do not have to go for both sessions. You will have to be registered as a volunteer with the school system. **If interested, please contact John Bacon to get on the schedule.**

The dates and locations are:

April 6/7 – 9/12 AM – Plum Point Elementary

April 21/22 – 9/12 AM - Huntingtown Elementary

May 4/5 – 9/12 AM – Windy Hill Elementary

May 9/10 – 9/12 AM – Mt. Harmony Elementary

May 11/12 – 9/12 AM – Beach Elementary

May 16/17 – 9/12 AM – Sunderland Elementary

The second event is the dedication of the bridge railings from the 1941 bridge carrying route 261 over Fishing Creek. CBOCS in partnership with Town of Chesapeake Beach and Wagman Construction was able to save the historic railings. A section was placed next to the town hall parking lot. A sign describing will be unveiled this spring. The time for this dedication will be .5 hours. **Please plan to attend. A reminder email will be sent as soon as the event is scheduled.**

The date is:

Spring TBD

The third event is the receipt of 200 bags of spat on shells from the Piney Point Hatchery. They will be delivered to marina west and we will open the bags, put the oysters in tubs and take them directly to the old rock reef. 8-10 volunteers are needed, and you will need to bring gloves, a box cutter and

wear old clothes. The project will take 1.5 to 2 hours. **A reminder email will be sent in mid-May asking for volunteers.**

The date is:

June

The fourth events are the growing of oyster spat on shell and reef balls from larvae. This is a new project for CBOCS and will happen at the hatchery at the end of Abner's boat yard and at the Chesapeake Village Water Tower (CBWT). On the dates listed below 8-10 volunteers will load oyster shells in 50 MGO cages at the CBWT. They will then take them to the hatchery and put them the tank along with 10 reef balls. At that point 1 million oyster larvae will be dispersed in the tank. 2 weeks later these cages will be removed from the tank, the oyster spat on shell will be loaded in tubs and taken to the reef along with the reef balls. The time for each day will be 2 hours. **A reminder email will be sent in mid-May asking for volunteers.**

**When complete CBOCS oysters will be filtering 150 million gallons of water per day.**

The dates are:

June --- oyster shell in tank

June --- oyster spat to reef

August --oyster shell in tank

September --- oyster spat to reef

The fifth project is the annual 5<sup>th</sup> grade oyster field trips to Fishing Creek. These 28 trips happen from early September to late October. 2-3 volunteers are needed each school day from 8 AM to 1 PM. **A reminder email will be sent in mid-August asking for volunteers.**

The dates are:

TBD

## **Green Team Meeting Minutes**

**January 27, 2022**

Attendees:

Sue Alexander  
Melanie Crowder  
Linda Draper  
Madeline Blake  
Suzanne Blake  
Valerie Beaudin  
Joan Martin  
Amenda Brown  
Brian Brown  
Kelly Norton  
Terry Klazer

Meeting came to order at 6:30

Next Meeting: 6:30 PM, Town Hall, Thursday February 24th

### **Bayfront Park**

- Vote held to sponsor spring cleanup. Approved unanimously.
- Spring cleanup – it was agreed that spring cleanup would focus on other areas town besides just Bayfront Park. Date will be April 30 from 9-noon and will be advertised as the “Green Clean”. Attendees will meet at the Pavilions at Kellam Field – behind the FastStop. Teams will be dispatched based on pre-determined areas in need of clean up. Committee members (?) will look into obtaining Highway vests so teams can clean up Bayside Ave if needed.
- Northern High School will be contacted to see if students can obtain service hours for participation.

### **Signage**

- No current discussion
- Plan box placement date

### **Pollinator Gardens:**

- No current discussion

### **Education and Outreach**

- Valerie is trying to get registration link for Sam Droege Bee Talk placed on town website. Currently registration is through Calvert County Parks and Rec site.

- Bee Talk – main sign-in table will be manned by Committee Members. Master Gardeners will man a table for their information. John Bacon will be contacted to see if he wants a CBOCS table.
- Bee Talk – Melanie has sent out advertisements to Gardening Groups. Sue will attempt to contact all town HOAs. Brian B will be post signs at the library, post office and Roland’s. Valerie will distribute to Beach Elem, Windy Hill Middle and Northern HS.
- Bee Talk – Melanie will confirm number of seats available. Monitoring of registration will be imperative to ensure available capacity.
- Bee Talk – Keith Pardieck is NOT available to introduce Sam.
  
- Health and Wellness Fair. Keith Pardieck is sponsoring Health and Wellness Fair on May 14<sup>th</sup> from 10-2. Vote held to provide a Green Comm table. Approved Unanimously. Linda, Sue and Kelly will head subcommittee to determine what information will be provided at table. Ideas include sponsoring seed giveaway (black-eyed Susans?), Green Comm logo items, raffle for native plant(s). Anyone wishing to help should contact them.

### **Storm Runoff Mitigation**

- No current discussion

### **Tree City USA**

- Feb 3 – Sue, Valerie and Melanie are holding a zoom meeting with Holly Wahl to discuss town support for applying for Tree City USA designation.
- Determine benefits to town of this designation to encourage support
- Valerie is submitting request to town for increase to FY22 Green Comm budget from \$7K to \$22K to include \$14K for designation requirements.
- Sue will arrange meeting with Lisa Garrett, Master Naturalist. Lisa participated in getting designation for North Beach and has some guidance for our efforts.
- Requirements
  - o Maintaining a tree board / department
  - o Community Tree Ordinance
  - o \$2.00 per capita on urban forestry
  - o Celebrate Arbor Day

### **Other Issues**

- Vote held for Nancy Feuerle dedication plaque to be paid for out of Committee funds in the amount of \$789. Approved unanimously. Date will be in Spring in conjunction with Bridge dedication.
- Vote held to sponsor fall Paddle and Pickup. Approved Unanimously. Date will be October 1 from 9-11.
- Madeleine Blake announced Feb 8<sup>th</sup> zoom meeting with Underwood & Associates to discuss Japanese Knotweed removal issues/price.

- Suggestion made to have Liz Orlandi speak to the Comm about options for removal of English Ivy and Barberry invasives.
- Feb 7<sup>th</sup> – clip ivy on Rte 260 at the top of the hill by the utility box at 11:00 am – IF it is on public property. Valerie will confirm and notify team.
- Develop Comprehensive Fishing Creek Trail Maintenance Plan to present to town.

**Other Ongoing Ideas**

- Work with Kellam’s Field Committee to contribute more rain gardens.
- Make eradication of Japanese Knotweed a priority
- Install a storage box at pollinator garden for green team supplies and equipment behind spigot – hose, pails, shovels, bags, etc.
- Provide support/sponsorship of plaque for Nancy Feuerle Dedication at the Town Hall Buffer Garden
- Continue clearing vines on Bayfront Park boardwalk and trail.
- 

Next meeting scheduled for February 24, 2022 at 6:30 pm Town Hall Conference Room



To: The Honorable Mayor and Town Council  
Subject: Water Park Grill HVAC upgrade  
Date: February 11, 2022

From: Holly Wahl, Town Administrator

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## 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. Wires Inc will complete the work attached as Exhibit "A" to complete the repair.

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

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

## II. FISCAL IMPACT:

It is recommended that Town Council initiate a contract with Chapman Services, Inc in the amount of \$13,080 and Wires Inc in the amount of \$2,200; totaling \$15,280 to complete the necessary work to install that HVAC system in the grill. These costs will come from the FY22 Water Park budget.

**Exhibit "A"**

Wires Inc

3801 Chesapeake Ave  
Chesapeake Beach, MD 20732

**Estimate**

Date	Estimate #
2/8/2022	118

Name / Address
Town of Chesapeake Beach Water Park PO Box 400 Chesapeake Beach MD 20732

Project

Description	Qty	Rate	Total
Snack Bar AC units  Provide labor and material to install 2 new 25amp circuits to new AC Units for snack bar. Install new breakers in existing panel. Run new PVC conduit on outside of building. Install 2 new disconnects for AC units. Provide and install whip from disconnect to AC Unit. Provide all necessary connections for high voltage side of AC unit. Make all final terminations.	1	2,200.00	2,200.00
<b>Total</b>			\$2,200.00

**Exhibit "B":**

**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			
<b>Custom HVAC Installation</b> DAIKIN 3 TON COOLING ONLY DUCTLESS SYSTEM WITH SINGLE HEAD WALL PANEL INCLUDES: REFIGERANT, 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			
<b>Misc. Charges:Labor</b> Labor to install equipment listed above	1	3,000.00	3,000.00
<b>Warranty:WARRANTY INFO</b> 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
<b>TOTAL</b>	<b>\$13,080.00</b>

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

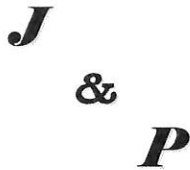
ADDRESS
Chesapeake beach water park PO Box 400 Chesapeake beach, Md 20732

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 <b>Sales</b> 1 year on all labor 10 year on Daiken parts High voltage must be installed by licensed electrician			13,341.00
<b>TOTAL</b>			<b>\$13,341.00</b>

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

This Agreement (hereinafter "Contract") made this 20<sup>th</sup> 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 11, 2022

From: Holly Wahl, Town Administrator

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**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 recommends initiating a contract with Pepsi for beverage services at the Chesapeake Beach Water Park for a (3) three year term.

# Exhibit "A" Pepsi and Coke Comparison 2022

updated 2/3/2022

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

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

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

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

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

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

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

**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:

<b>X</b>	<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>
<b>X</b>	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.
<b>X</b>	PBC shall make available for purchase by Customer Pepsi branded cups and CO <sub>2</sub> ("Ancillary Products") at prices as determined by PBC. (Based on availability)
<b>X</b>	<p>Provide Customer with the opportunity to participate as a member of</p> <p>* If unredeemed, earned points will expire after two years * Visit <a href="http://www.pepsirewardsplus.com">www.pepsirewardsplus.com</a> for full program details</p>
<b>X</b>	<p>For additional local PBC Field input: <u>Director</u></p> <p>FTN pricing and <u>Rec&amp;Retail</u> bottle &amp; 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:

<b>X</b>	<b>EXCLUSIVE</b> – 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.
<b>X</b>	<b>NON-EXCLUSIVE</b> – 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
<b>X</b>	<b>DSD</b> – 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. <b>Customer shall not stock any non-PBC Products (food or beverages) in Equipment.</b>
<b>X</b>	<b>MINIMUM THRUPUT</b> – 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.
<b>X</b>	<b>REQUIRED PRODUCTS.</b> 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 CO<sub>2</sub>  
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

## Customer Information

**Name of Business:** \_\_\_\_\_ (Required)  
 \_\_\_\_\_  
**Primary Contact:** \_\_\_\_\_  
 \_\_\_\_\_  
**Address:** \_\_\_\_\_  
 \_\_\_\_\_  
**City:** \_\_\_\_\_  
**State:** \_\_\_\_\_  
**Zip Code:** \_\_\_\_\_

**Customer E-mail:** \_\_\_\_\_  
**COF Number(s):** \_\_\_\_\_  
 (include all numbers) 3005406  
**Fed Tax Id #:** \_\_\_\_\_  
**State Tax Id #:** \_\_\_\_\_  
**Business Phone:** \_\_\_\_\_ **Cell #:** \_\_\_\_\_  
**Business Owner:** Town of Chesapeake Beach

## PBC Information

## Agreement Term

**PBC Location(s):** \_\_\_\_\_  
**Created By:** \_\_\_\_\_ **Route #:** \_\_\_\_\_  
**Agreement Start Date:** 12/3/2021  
**Agreement End Date\*:** \_\_\_\_\_  
**PBC Market Unit:** MKT **Phone# 301-653-1558**  
 12/2/2024

## PBC AGREEMENT OVERVIEW

		SCHEDULE A		
		Product	Units Per Case/ Gallons Per BIB	Rebate Per Case/Gallon
<input checked="" type="checkbox"/>	Provide a list of the current locations of all Equipment loaned or rented to Customer by PBC ("Equipment List"), which shall include addresses and serial and asset numbers. Customer shall provide PBC with access to such Equipment at any time upon request. Failure to provide a complete Equipment List to PBC may result in: <input checked="" type="checkbox"/> Removal of Equipment <input checked="" type="checkbox"/> Forfeiture of all funds payable by PBC hereunder	All BIB package sizes	All BIB package sizes	\$1.00
<input checked="" type="checkbox"/>	Accrue Rebates* on purchased Products based on Schedule A: <b>Annually</b> *Detailed in Schedule A under "Rebates per Case/Pkg" **20 oz includes all 20 oz Products other than Aquafina and Gatorade ***Based on 24 units/case unless otherwise noted in Schedule A	All B&C	All B&C Packages (Excluding 12oz cans and Aquafina Water)	\$1.00
<input checked="" type="checkbox"/>	Pay accrued Rebate amounts within 90 days of the end of calendar quarter or year end, as applicable. <b>\$1.00 per case rebate on all B&amp;C (Excluding 12oz cans and Aquafina Water)</b> <b>\$1.00 per gallon rebate on all BIB packages and sizes.</b>			
<input checked="" type="checkbox"/>	Pay a one-time 3 Year Signing Bonus of <b>\$4,500</b> Payable within 90 Days after install and W9 form on file.			
<input checked="" type="checkbox"/>	If you receive shells and pallets from PBC they must be returned			

MUST REACH TOTAL 1000 C/G COMBINED ANNUALLY TO RECEIVE REBATES  
 MUST REACH TOTAL 1000 C/G COMBINED ANNUALLY TO RECEIVE REBATES

### AGREED TO AND ACCEPTED BY:

THE PEPSI BEVERAGES COMPANY	
Print Name: Taylor Brown	Title FSR
Signature: <i>TAYLOR BROWN</i>	Date: 12/3/2021
Print Name	Title Planner/ Planning Analyst
Signature:	Date:
Print Name	Title VP FS/VP GM
Signature:	Date:
Print Name	Title VP FS/CFO

**Development Funds, Rebates, Signing Bonus.** All such amounts set forth in this Agreement shall be earned over the quarter, year or term, as applicable, and shall be refunded pro rata by Customer if this Agreement is terminated

**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

# PRODUCT PRICING

## BOTTLE/CAN

Products	Year 1
SSD 20oz PET Single (24/cs)	\$28.14
Dasani Water 1 Liter PET (12/cs)	\$17.08
2 Liters SSD (8/cs)	\$12.77
Smartwater 20oz PET (24/cs)	\$30.81
POWERADE 20oz PET Single (24/cs)	\$25.30
MM 100% 12oz PET (24/cs)	\$28.63
Body Armor 16oz PET (12/cs)	\$19.00
Dasani Water 20oz (24/cs)	\$17.43

## FOUNTAIN

Product	Per Gallon	Total Price
<b>5 Gallon BIB</b>	\$19.00	\$95.00
<b>2.5 Gallon BIB</b>	\$20.00	\$50.00
<b>2.5 Gold Peak Tea SWT</b>	\$20.00	\$50.00
<b>2.5 Powerade BIB</b>	\$20.00	\$50.00
<b>2.5 Gold Peak Tea UNSWT</b>	\$19.60	\$49.00
<b>2.5 Gallon MM Lite</b>	\$20.80	\$52.00
<b>2.5 Gallon BIB Viitaminwater</b>	\$20.80	\$52.00



## CUPS

PRODUCT DESCRIPTION	PACKAGE SIZE (ECO)	2021	UNITS
Cup 16oz ECO paper	16oz CUP ECO	\$70.00	1,000
Cup 32oz ECO paper	32oz CUP ECO	\$63.00	500
LID 16/22oz ECO	22oz LID ECO	\$59.00	2,000
LID 32oz ECO	32oz LID ECO	\$52.00	500

Cup prices may be increased annually

- Estimated 4% annual increase for bottle/can
- Pricing will follow their national agreement with Coca-Cola, and/or the applicable concessionaire

In support of the partnership of  
Sardi's and Coca-Cola,  
we will commit an

**Annual Non-Cash Sponsorship of  
\$1,000**

to be used on mutually agreed upon Marketing activities

A red oval graphic with a white border, containing text.

\$3,000  
3 Year Total

# 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

# ANNUAL FINANCIAL COMMITMENTS

	YEAR 1	YEAR 2	YEAR 3	Total
Marketing	\$1,000	\$1,000	\$1,000	\$3,000
Estimated Bag in Box Rebates	\$11,000	\$11,000	\$11,000	\$33,000
Estimated Bottle/Can Rebate	\$560	\$560	\$560	\$1,680
Point of Sale Support	\$200	\$200	\$200	600
	<b>\$12,760</b>	<b>\$12,760</b>	<b>\$12,760</b>	<b>\$38,280</b>

**Total Projected Value Over 5-year Initial Term: \$38,280**

**Volume Commitment.**

6,240 standard physical cases of bottle/can and Bag in Box - Company Beverages from Coca-Cola Bottling Company Consolidated (CCCI) over 3 years